

The Board of Supervisors met on 9/12/23 at 10:00 a.m. in the Story County Administration Building. Linda Murken, and Lisa Heddens, with Murken presiding, Latifah Faisal via Zoom. (all audio of meetings available at storycountyiowa.gov; any resolution is effective upon signature and can be inspected M-F, 8-4:30, at 900 6th Street, Nevada, Iowa)

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

RECOGNITION OF DORIS SAMSON'S YEARS OF SERVICE TO STORY COUNTY: Murken wished former County Treasurer Doris Samson a Happy 106th Birthday. Murken reported on Samson's service to Story County and welcomed family members in the audience. Ardis Baldwin, Deputy Treasurer, remarked on what a great boss Doris was and provided amusing anecdotes.

Murken announced a Special Election for the Ballard Community School District is being held today.

PROCLAMATION OF 9/19/23 AS NATIONAL VOTER REGISTRATION DAY AND SEPTEMBER 2023 AS NATIONAL VOTER REGISTRATION MONTH: The Board members read the proclamation in full. Heddens moved, Faisal seconded the approval of the Proclamation recognizing 9/19/23 as National Voter Registration Day and September 2023 as National Voter Registration Month.

PROCLAMATION RECOGNIZING 9/15/23 AS NATIONAL PRISONER OF WAR/MISSING IN ACTION RECOGNITION DAY: The Board members read the proclamation in full. Murken moved, Heddens seconded the approval of the Proclamation recognizing 9/15/23 as National POW/MIA Recognition Day.

MINUTES: 9/5/23 Minutes – Heddens moved, Faisal seconded approving the 9/5/23 minutes as presented.

PERSONNEL ACTIONS: 1) new hire, effective 9/13/23, in a) Environmental Health for Allison Hoffman @ \$21.64/hr; 2) pay adjustment, effective 9/10/23, in a) Animal Control for Anna Henderson @ \$3,054.73/bw; b) Secondary Roads for Jonathan Fry @ \$36.92/hr; c) Sheriff's Office for Constance Toresdahl @ \$3,721.89/bw; effective 9/24/23, in a) Attorney's Office for Connie Davis @ \$28.39/hr; b) Auditor's Office for Kevin Norris @ \$17.60/lump sum; c) Facilities Management for Jacob Haddican @ \$26.36/hr; d) Sheriff's Office for Marilyn Mosinski @ \$3,436.98/bw; Adam Packer @ \$2,590.58/bw; Joshua Sassman @ \$2,302.22/bw; 3) promotion, effective 9/24/23, in a) Treasurer's Office for Tammie Lehman @ \$25.09/hr; 4) transfer, effective 10/8/23, in Attorney's Office for Samantha Betz @ \$26.36/hr. Faisal moved, Heddens seconded approving the Personnel Actions as presented.

CLAIMS: 9/14/23 Claims of \$806,106.50 (run date 9/08/23, 33 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from CIDTF (\$2,065.60), BooST School Ready (\$5,212.27), BooST Early Childhood (\$5,216.93), Emergency Management (\$539.18), E911 (\$505.41), County Assessor (\$12,817.66), City Assessor (\$54,113.71), Central Iowa Community Services (\$434,048.18). Heddens moved, Faisal seconded approving claims as presented. Roll call vote. (MCU)

Faisal moved, Heddens seconded the approval of Consent Agenda as presented.

1. Renewal of the Hosted Online Index Books Agreement with Cott Systems for the Offices of the Recorder and the Auditor, effective 11/1/23-10/31/26, for \$215.00 per month
2. Permission to use County credit card for Canva Pro Software renewal, effective 9/1/23-8/31/24, for \$119.99
3. Change Order No. 2 for McFarland Lake Renovation from Aaron Crane Construction totaling \$69,760.00
4. Facilities Management Quarterly Report
5. Resolution #24-22 Setting Date and Time for a Public Hearing for the Advertisement to Bid for the Story County Administration Building Generator Project for 10 a.m. on 9/26/23
6. Road Closure Resolutions: #24-08, #24-09
7. Utility Permits: #24-7191, #24-7196

Roll call vote. (MCU)

RESOLUTION #24-21, APPROPRIATION AMENDMENT: Lisa Markley, Assistant Auditor, reported on appropriating budgeted dollars at 100% for all departments. Heddens moved, Faisal seconded the approval of Resolution #24-21, Appropriation Amendment. Roll call vote. (MCU)

INFORMATION TECHNOLOGY QUARTERLY REPORT: Tim Patterson reported on multi-factor authentication, ransomware exercise, new software, training, public auction, hardware updates, and service tickets. Faisal asked about redundancy for internet connection.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS

FROM THE SUPERVISORS: All Board members reported on upcoming items.

Heddens moved, Faisal seconded to adjourn at 10:27 a.m. Roll call vote. (MCU)

Story County Board of Supervisors
Tentative Agenda
Administration Building
900 6th St., Nevada, IA
9/12/23

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 the link below to join the webinar:

[HTTPS://US02WEB.ZOOM.US/J/88636935542?
PWD=L2HNYVRKBKZVMGZNULRITYZB5M285ZZ09](https://us02web.zoom.us/j/88636935542?pwd=L2hNYVRkbnkzVMgzNULRtyZB5M285ZZ09)

Passcode: 934031

Or One tap mobile:

+16469313860,,88636935542#,,,,*934031# US
+19292056099,,88636935542#,,,,*934031# US (New York)

Or Telephone:

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

+1 646 931 3860 US
+1 929 205 6099 US (New York)
+1 301 715 8592 US (Washington DC)
+1 305 224 1968 US
+1 309 205 3325 US
+1 312 626 6799 US (Chicago)
+1 719 359 4580 US
+1 253 205 0468 US
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 360 209 5623 US
+1 386 347 5053 US
+1 507 473 4847 US
+1 564 217 2000 US
+1 669 444 9171 US
+1 669 900 6833 US (San Jose)
+1 689 278 1000 US

Webinar ID: 886 3693 5542

Passcode: 934031

International numbers available: [HTTPS://US02WEB.ZOOM.US/U/KC6WFRJEA3](https://us02web.zoom.us/j/88636935542?pwd=L2hNYVRkbnkzVMgzNULRtyZB5M285ZZ09)

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. Recognition Of Doris Samson's Years Of Service To Story County

Department Submitting Board of Supervisors

Documents:

DORIS SAMSON CERTIFICATE.PDF

7. AGENCY REPORTS:

8. Consideration Of Proclamation Of 9/19/23 As National Voter Registration Day And September 2023 As National Voter Registration Month

Department Submitting Auditor

Documents:

PROCLAMATION 2023 VR DAY AND MONTH.PDF

9. Consideration Of Proclamation Recognizing September 15, 2023 As National POW/MIA Recognition Day

Department Submitting Board of Supervisors

Documents:

POW MIA RECOGNITION DAY.PDF

10. CONSIDERATION OF MINUTES:

I. 9/5/23 Minutes

Department Submitting Auditor

11. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) new hire, effective 9/13/23, in a) Environmental Health for Allison Hoffman @ \$21.64/hr; 2) pay adjustment, effective 9/10/23, in a) Animal Control for Anna Henderson @ \$3,054.73/bw; b) Secondary Roads for Jonathan Fry @ \$36.92/hr; c) Sheriff's Office for Constance Toresdahl @ \$3,721.89/bw; effective 9/24/23, in a) Attorney's Office for Connie Davis @ \$28.39/hr; b) Auditor's Office for Kevin Norris @ \$17.60/lump sum; c) Facilities Management for Jacob Haddican @ \$26.36/hr; d) Sheriff's Office for Marilyn Mosinski @ \$3,436.98/bw; Adam Packer @ \$2,590.58/bw; Joshua Sassman @ \$2,302.22/bw; 3) promotion, effective 9/24/23, in a) Treasurer's Office for Tammie Lehman @ \$25.09/hr; 4) transfer, effective 10/8/23, in Attorney's Office for Samantha Betz @ \$26.36/hr.

Department Submitting HR

12. CONSIDERATION OF CLAIMS:

I. 9/14/23 Claims

Department Submitting Auditor

Documents:

CLAIMS 091423.PDF

13. 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 Renewal Of The Hosted Online Index Books Agreement For The Offices Of The Recorder And The Auditor, Effective 11/1/23-10/31/26, For \$215.00/Month

Department Submitting Auditor

Documents:

COTTOIBRENEWALRECORDER.PDF
COTTOIBRENEWALAUDITOR.PDF

II. Consideration For Permission To Use County Credit Card For Canva Pro Software Renewal Effective 9/1/23 - 8/31/24 For \$119.99

Department Submitting Information Technology

Documents:

2023 CANVA PRO INVOICE.PDF

III. Consideration Of Change Order No. 2 For McFarland Lake Renovation For \$69,760 From Aaron Crane Construction

Department Submitting Conservation

Documents:

AARON CRANE MF.PDF

IV. Consideration Of Submitted Facilities Management Quarterly Report

Department Submitting Auditor

Documents:

FM QTR.PDF

V. Consideration Of Resolution #24-22 Setting Date And Time For 10 Am On September

26, 2023, For Public Hearing For The Advertisement To Bid For The Story County
Administration Building Generator Project

Department Submitting Facilities Management

VI. Consideration Of Road Closure Resolution(S): #24-08, #24-09

Department Submitting Engineer

Documents:

RC 24 08.PDF

RC 24 09.PDF

VII. Consideration Of Utility Permit(S): #24-7191, 24-7196
Consent

Department Submitting Engineer

Documents:

UT 24 7191.PDF

UT 24 7196.PDF

14. PUBLIC HEARING ITEMS:

15. ADDITIONAL ITEMS:

I. Consideration Of Resolution #24-21, Appropriation Amendment - Lisa Markley

Department Submitting Auditor

Documents:

RES 2421.PDF

16. DEPARTMENTAL REPORTS:

I. Information Technology Quarterly Report - Barb Steinback

Department Submitting Auditor

Documents:

IT QTR.PDF

IT QTR 2.PDF

17. OTHER REPORTS:

18. UPCOMING AGENDA ITEMS:

19. 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.

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

21. 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.

Story County Board of Supervisors

Agenda

9/12/23

NAME

AGENCY

Lucy MARTIN
Brett McHain
Deb Samson
Roger Samson
Stacy Herridge
Sandi Samson
Paul Samson
Lisa Markley
Jenny Johnson
Ardy Baldwin
Ted Rasmussen
Sindhu

AUDITOR
VA Director -

Recorder

Auditor
Treasurer
Treasurer
Ops



CERTIFICATE OF RECOGNITION

Presented to:

Doris Samson

for her outstanding 30+ years of service to Story County.

LATIFAH FAISAL
Story County Supervisor,
Chair

A handwritten signature in blue ink, appearing to read "Lisa Heddens", written over a horizontal line.

LISA HEDDENS
Story County Supervisor

A handwritten signature in blue ink, appearing to read "Linda Murken", written over a horizontal line.

LINDA MURKEN
Story County Supervisor

PROCLAMATION

National Voter Registration Month – September 2023 *National Voter Registration Day – September 19, 2023*

WHEREAS, registering to vote empowers eligible citizens to exercise their right to vote; and

WHEREAS, while Iowa consistently maintains a high rate of voter registration, there are eligible citizens who are not currently registered to vote; and

WHEREAS, voter registration is maintained at the County level, and anyone moving into Story County is a new registrant, regardless of previous voter registration status; and

WHEREAS, Story County has a mobile population and registered voters who change residence within the County need to update their registration by completing a voter registration form in order to know their correct polling location; and

WHEREAS, Story County, as the home of Iowa State University, recognizes that many younger citizens participate in elections for the first time in Story County, and encourages all who are eligible to register to vote; and

WHEREAS, Iowa's voter registration process is readily available, with online voter registration, Election Day registration, and applications available through government agencies across the state; and

WHEREAS, Story County provides its eligible residents with a postage-paid voter registration form, available on the County's website; and

WHEREAS, the need for public information and education regarding voter registration is crucial as Iowa voters prepare to take part in the upcoming 2023 City-School Election on November 7; and

WHEREAS, 17-year-olds are eligible to register to vote so they can participate in Iowa's upcoming caucuses, and the Primary Election on June 4, 2024; and

WHEREAS, we encourage all interested citizens and all appropriate media outlets and civic organizations to participate in this non-partisan voter registration awareness campaign to encourage the maximum participation of qualified voters in Iowa;

NOW, THEREFORE, BE IT RESOLVED THAT we, the Story County Board of Supervisors, do hereby proclaim September 2023 as National Voter Registration Month and Tuesday, September 19, 2023, as National Voter Registration Day.

SIGNATURE	DATE
	9/12/23
SIGNATURE	DATE
	9/12/23
SIGNATURE	DATE



PROCLAMATION
National POW/MIA Recognition Day

September 15, 2023

WHEREAS, the third Friday in September is recognized as POW/MIA Day, a time to remember the sacrifices of prisoners of war (POW) and servicemembers who are missing in action (MIA). Until 1979, there was no formal recognition day set aside for these important men and women in uniform. And;

WHEREAS, a national-level ceremony is held on every National POW/MIA Recognition Day. Traditionally held at the Pentagon, it features members from each branch of military service and participation from high-ranking officials. And;

WHEREAS, in addition to the national-level ceremony, observances of National POW/MIA Recognition Day are held across the country on military installations, ships at sea, state capitols, schools and veterans' facilities. And;

WHEREAS, no matter where they are held, these National POW/MIA Recognition Day ceremonies share the common purpose of honoring those who were held captive and returned, as well as those who remain missing. And;

WHEREAS, since 1999, the POW/MIA Accounting community has created a theme commemorating National POW/MIA Recognition Day. The 2023 theme continues to honor this tradition and their slogan is "Though not here... their sacrifice is not forgotten." And;

NOW, THEREFORE, BE IT RESOLVED THAT, we, the Story County Board of Supervisors, do hereby proclaim September 15, 2023 as National POW/MIA Recognition Day in Story County and encourage citizens to recognize the sacrifices of these individuals.

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE





Contract for

Hosted Online Index Books Renewal

Story County, Iowa

Lucy Martin, County Auditor

July 11, 2023



Cott Systems, Inc.
2800 Corporate Exchange Dr.
Columbus, OH 43231
(800) 234-2688 | cottsystems.com



MASTER AGREEMENT FOR PRODUCTS AND SERVICES

This **Master Agreement for Products and Services** ("Master Agreement") is by and between Cott Systems, Inc., an Ohio Corporation with principal offices at 2800 Corporate Exchange Drive, Suite 300, Columbus, Ohio 43231 ("Cott") and County Auditor, Story County, Iowa ("Customer").

Cott will provide, and Customer will acquire, the products and services described in any applicable Addendum(s) to be executed by the parties. One or more Addendum(s) may be executed at any time during the term of this Master Agreement and will become part of, and be incorporated in, this Master Agreement at the time of execution.

TERMS AND CONDITIONS

- 1. Term.** This Master Agreement will begin when it is signed ("Executed") by Customer and Cott and will continue to be binding until the Master Agreement and all Addendums have expired or terminated.
- 2. Construction and Interpretation.** Subject headings are for convenience only. They do not define, limit or describe the scope or intent of the provisions of the Master Agreement. The Master Agreement, and any Addendum(s) shall be deemed to have been prepared jointly and any ambiguity shall not be interpreted against any party and shall be interpreted as if each of the parties had prepared the Master Agreement or Addendum(s). Statements set forth in any preamble or recitals are made for the purpose of providing background information. Such statements do not constitute representations, warranties or covenants of the parties.
- 3. Conditions.** The Master Agreement, any Addendum(s) Executed by Cott and Customer, any attachments or exhibits thereto and these Terms and Conditions constitute the complete and exclusive agreement between Cott and Customer with regard to their subject matter, and supersede all prior or contemporaneous agreements, understandings, discussions or representations. The Master Agreement, any Addendum(s), may not be modified or amended except in writing signed by Cott and Customer. Acceptance of the offer presented by this Master Agreement, any Addendum(s), is limited to the terms set forth herein. The terms of this Master Agreement, including any Addendum(s), and Order Summary may not be edited or modified in any manner prior to signing by Customer. Any additional or different terms added to this Master Agreement, or any Addendum(s), by Customer will be considered proposals for additional terms to the contract and are hereby rejected, unless expressly accepted by Cott in writing prior to performance hereunder. Any term or provision of the Master Agreement that is invalid or unenforceable shall not affect the validity or enforceability of its remaining terms or provisions. No waiver of any term or provision will be effective unless in writing. No such waiver will be deemed a waiver of any subsequent default under the same or any other term or provision. Nothing herein expressed or implied is intended or shall be construed to give any person

other than the parties hereto any rights or remedies. The Master Agreement, any Addendum or part thereof, may be executed in counterparts, each of which when so Executed shall be deemed to be an original.

4. **Authority.** By execution of this Master Agreement, or any Addendum(s), Customer represents and warrants that this Master Agreement and Addendum(s), as the case may be, has been properly approved and authorized in accordance with the laws, rules, regulations and procedures governing Customer, and that the person(s) signing on behalf of Customer are authorized to bind Customer to the terms and conditions thereof.
5. **Confidentiality.** "Confidential Information" means any object code and machine-readable copies of any Cott software, written materials ("Documentation"), information, specifications, trade secrets, viewable pages, screen shots or other images of the "Service" (software, products, and services provided by Cott) covered in any Addendum intended for use or viewing only by employees of Customer (as opposed to the public at large) and any other proprietary information supplied to the Customer by Cott. Customer acknowledges that the Confidential Information constitutes valuable trade secrets and agrees that it will use the Confidential Information solely in connection with its internal use of the Service and will not disclose, or permit to be disclosed, the Confidential Information to any third party without Cott's prior written consent.
6. **Patent and Copyright Indemnification.** Cott will defend at its expense any action brought against Customer based upon a claim that the Service provided in any Addendum infringes any patent, copyright, trade secret or other proprietary right of any third party and pay any costs and damages finally awarded against Customer in such action, which are attributable to such claim, provided that Customer notifies Cott within fifteen (15) business days in writing of the claim and Cott is given the opportunity of fully participating in the defense and/or agrees to any settlement of such claim. Such indemnity, however, is specifically exclusive of any such claims which arise or result from the misuse of the Service; the use of the Service in combination with software not delivered or furnished by Cott; or use of the Service in the manner for which the same was neither designed nor contemplated. If Customer, as a result of a dispute regarding a proprietary right, is required to cease using the Service, Cott shall either (i) modify the Service so that Customer's use hereunder ceases to be infringing or wrongful, or (ii) procure for Customer the right to continue using the Service. If, after reasonable efforts, Cott is unable to achieve either (i) or (ii) above, either party shall have the right to terminate the affected Addendum upon thirty (30) calendar days written notice to the other.
7. **Indemnity.** Where permitted by applicable law, Customer agrees to indemnify and hold harmless Cott and its employees and agents from and against any claims, causes of action, losses, damages, costs or expenses (including reasonable attorneys' fees) arising out of or relating to the use of Customer's system by third parties and end-users.
8. **Assignment; Successors.** This Master Agreement, and any Addendum, will be binding upon and inure to the benefit of the parties hereto, and, except as otherwise specifically provided in the Master

Agreement, their respective successors, and assigns; provided, however, that neither the Master Agreement and Addendum(s), nor any rights under the Master Agreement or Addendum(s), may be assigned, transferred, or encumbered by Customer, directly or indirectly, without, Cott's prior written consent. Cott may assign this Master Agreement or Addendum(s), or any interest herein, in connection with the transfer of substantially all of the assets or equity interest of Cott or one of its lines of business.

9. **Electronic Delivery.** This Agreement may be executed and delivered in counterparts (including by facsimile or other electronic transmission such as in .pdf or other electronic delivery format, any such delivery, an "Electronic Delivery"), all of which shall be considered one and the same agreement. This Master Agreement, to the extent delivered by Electronic Delivery, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person including for evidentiary purposes.
10. **Payments; Late Charges; Taxes.** Unless otherwise specified, all payments are due, without setoff, within thirty (30) calendar days after the date of invoice. Late charges not to exceed three percent (3%) per month, may be assessed by Cott on past due accounts unless prohibited by local law. Furthermore, Cott has the right to end all services and support covered in any Addendum should payment become past due. Reinstatement of services and support may be available to Customer pending receipt of payment of all past due amounts plus any reinstatement fees. Cott's fees are exclusive of all sales, use and similar taxes which may be levied as a result of procuring Cott's Service by Customer, which taxes shall be the responsibility of Customer. If Customer is exempt from any tax, Customer shall provide Cott with a valid certificate of exemption.
11. **Notices.** Except as otherwise specified, any notice or other communication shall be in writing and deemed given when delivered in person, by: mail, fax, e-mail or other electronic means to Cott's headquarter in Ohio or Customer's offices and written confirmation of receipt is received, or two days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth in the Master Agreement. Each party must notify the other party of any change in address for notices.
12. **Governing Law.** The validity, interpretation and enforcement of this Master Agreement and all Addendums shall be governed by Ohio state law.
13. **Warranty.** Other than any express warranties set forth in the Master Agreement or any applicable Addendum, **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE OR NONINFRINGEMENT.** Customer's sole and exclusive remedy for any failure of a product or service to conform to an applicable warranty shall be the repair of such product or refurbishing of such service according to the warranty. This exclusive remedy shall not have failed of its essential purpose. Customer specifically acknowledges that Cott's price for its Service is based upon the limitations of Cott's liability as set forth in these Terms and Conditions. These limitations shall survive any finding that the exclusive remedy of Customer failed of its essential purpose.

14. **Limitation of Liability.** IN NO EVENT SHALL COTT BE LIABLE FOR LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR PUNITIVE DAMAGES EVEN IF COTT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In any event, Cott's liability in the aggregate shall not exceed the amount received by Cott from Customer under the Master Agreement during the Term of associated Addendum(s). No action under the Master Agreement may be brought by either party more than one year after the cause of action accrued, except that an action for nonpayment may be brought within one year after the date of last payment.
15. **Force Majeure.** Cott will not be liable for any delay or failure due to fire, explosion, action of the elements, strikes or other labor disputes, restrictions imposed by law, rules or regulations of a public authority, acts of military authorities, war, terrorist acts, cyber criminal acts, riots, civil disturbances, solar flares, interruptions, or delays of utilities, telephone or telecom service, interruption of transportation facilities, and any other cause which is beyond the reasonable control of Cott, and which, by the exercise of reasonable diligence, Cott is unable to prevent. The happening of such Force Majeure will extend the time of performance to such extent as may be necessary to enable it to complete performance after the cause or causes of delay or failure have been removed.
16. **Material Breach by Customer.** Cott may terminate an Addendum if the Customer materially breaches an Addendum and fails to correct the breach within thirty (30) business days following written notice specifying the breach. A "material breach" is defined as: a) Customer's violation of the Restriction of Use; b) Customer's unauthorized duplication of the Documentation; c) Customer's violation of its obligations with respect to Cott's Confidential Information; and d) Customer's failure to timely pay Cott all sums due hereunder. Such termination shall not relieve Customer's obligation to pay all fees accrued or sums due and remaining unpaid under the Addendum.
- Material Breach by Cott.** Customer may terminate an Addendum if Cott materially breaches an Addendum and fails to correct the breach within thirty (30) business days following written notice specifying the breach. A "material breach" is defined as: Cott's failure to reasonably perform its obligations hereunder. Such termination shall relieve Customer's obligation to pay fees accrued or sums due and remaining unpaid under the Addendum.
17. **Early Termination.** Customer may terminate an Addendum by providing sixty (60) calendar days written notice to Cott. Customer shall pay one hundred percent (100%) of the sum of the remaining monthly fees for the then-current term as liquidated damages and not as a penalty. Cott will cease providing the Service as described in the Addendum on the last day of the monthly term that occurs sixty (60) calendar days after Cott's receipt of the termination notice.
18. **Service Renewal.** Customer will be provided a new Agreement with any adjusted fees at least ninety (90) calendar days prior to the expiration of the then current term. Customer may elect not to renew by providing Cott written notice of non-renewal at least sixty (60) calendar days prior to the scheduled expiration of the then current term. If a new Agreement has not been executed and written notification of non-renewal has not been provided prior to the expiration of the then current term,

this Agreement and all corresponding Addendums will automatically renew for successive one-year terms at a fee increase not to exceed ten percent (10%) of the current fees.

- 19. **Order of Precedence.** Where possible, the terms of this Master Agreement and the terms of each Addendum will be construed consistently. Where not possible, the terms of this Master Agreement will control unless specifically preempted by the terms of an Addendum, in which case the Addendum will control.
- 20. **Non-Solicitation.** Customer agrees not to encourage or solicit any employee to leave Cott's employment or to hire Cott employees while this Master Agreement is in effect and for a period of three (3) years after expiration.

The Terms and Conditions, attached herein, govern the provision of products or services by Cott under this Master Agreement and any Addendum executed by Cott and Customer. Cott and Customer have executed this Master Agreement to be effective as of the date it is signed by both Cott and the Customer.

County Auditor, Story County, Iowa

(County, Parish, Town)

COTT SYSTEMS, INC.

CUSTOMER

Deborah A. Ball 7-14-2023
(Signature) (Date)

[Signature] 9/12/23
(Signature) (Date)

Deborah A. Ball
(Print Name)

LINDA MURKEN
(Print Name)

Chief Executive Officer
(Print Title)

VICE-CHAIR, BO. OF SUPS
(Print Title)

[Signature]
(Attest)

[Signature] 9/12/23
(Attest)

Customer acknowledgement required on additional page(s.)

Please digitally sign and initial; or print, sign, and initial original copy.

Once contract is signed, please fax or email the **entire** contract to Cott.

To: Cott Systems | ATTN: Finance Dept. | 1.866.540.1072 | contracts@cottsystems.com

ONLINE INDEX BOOKS HOSTED SERVICES ADDENDUM

This **Online Index Books Hosted Services Addendum** ("Addendum") is by and between Cott Systems, Inc. ("Cott") and County Auditor, Story County, Iowa ("Customer"). This Addendum is being "Executed" (signed) under the Terms and Conditions of Cott's **Master Agreement for Products and Services**.

- 1. Term.** The initial term of this Addendum will begin on the date this Addendum is entered into and continue for the Initial Service Term specified. The expiration shall occur on the last day of the month of the applicable anniversary of the Go-Live Date. For example, if the Go-Live Date is March 15, the initial term will expire March 30 of the applicable year.
- 2. Services.** During the term, Cott will host and make available to Customer the service specified and described (the "Service"). The Service may be used only by current employees, staff, public searchers and authorized officials of the Customer and only in accordance with any use limitations specified (collectively, the "Limitations on Use"). Cott will make available through the Service online user help instructions and provide written materials as deemed applicable by Cott in connection with the deployment of the Service (the "Documentation").
- 3. Customer Link.** Customer is responsible for procuring and maintaining a high capacity internet service line and any specified security measures according to the specifications (the "Customer Link") in order to ensure proper transmission of the Service. Customer is required to have current anti-virus protection on all workstations that update the Hosted System. Cott relies on the Customer during the initial implementation and throughout the service term to verify from time to time that their internet service is properly functioning. Wireless connections in Customer's office are not supported.
- 4. Data Presented.** While the Service allows for excluding certain data from being viewable when accessing the Hosted System, Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information. Cott exercises no control over, and specifically rejects any responsibility for the form, content, accuracy or quality of information of the Customer passing or obtained through or resident on the Hosted System. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing of the Customer's data and images on the Hosted System. Customer will be responsible for implementing and carrying out such standards, and Customer is responsible for any data input errors. Customer will permit Cott to include in the viewable portion of Customer's website customary terms of use applying to Customer's end-users, and any provisions reasonably required by Cott from time to time.
- 5. Customer's End-Users.** Customer will support all queries and training required by Customer's end-users. Customer's end-users are not covered by this Service or by Cott Customer Support. This includes, though not limited to, public searchers and internet users of Customer's system. Customer is responsible for establishing, managing and monitoring accounts with such end-users and will require all end-users to agree to and abide by terms of use containing terms reasonably acceptable to Cott in

connection with the use of Customer's system. Cott and Customer agree that end-users are not permitted to copy data and images in a bulk scraping fashion using a software program (aka data mining). Cott cannot control or eliminate such activity though does take reasonable steps to monitor against and block such activity to protect both parties' internet bandwidth capacity and the Customer's data and images.

6. **Ownership of Service and Data.** Nothing in this Addendum shall be construed to grant Customer any ownership right in the Service, Cott's software or the Documentation. Cott and Customer agree that Cott is the owner of the Service. Customer is the owner of the Customer's data on the Hosted System. Customer owns all rights and privileges to such data and Cott will not remarket or claim ownership in it.
7. **Disclaimer of Warranty.** COTT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, DISCLOSURE, COMPLETENESS, LEGALITY OR RELIABILITY OF INFORMATION DISPLAYED AS A RESULT OF THE USE OF THE SERVICE. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, THE HOSTED SYSTEM OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE SERVICE, THE HOSTED SYSTEM OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.
8. **Service Availability.** Excluding certain conditions such as those listed below, Cott commits to provide 95% uptime for the Service during each calendar quarter of the Term, excluding regularly scheduled maintenance times. Conditions that are not covered under Service Availability include: a) Connectivity provided by Customer's internet service provider; b) Uptime/reliability of Customer's network; c) Uptime of Customer's hardware; d) Scheduled outages or Maintenance; e) Unexpected interruption due to an unauthorized third party intrusion; f) Any problems with network providers, such as: network applications, equipment, omissions of network provider, local provider service interruptions. The above conditions are provided as examples and do not represent all possible conditions.
9. **Service Maintenance.** Regular maintenance of the Service by Cott is required. The maintenance time will be communicated to Customer and is completed during non-working hours, typically scheduled to occur at night and/or on the weekend. Cott also reserves the right to interrupt the Service for unscheduled maintenance when necessary and only interrupt the Service during normal work hours when absolutely necessary.
10. **Updates.** Customer will be required to accept updates, patches and new releases, whether to the Network Software or the Hosted System, that Cott deems necessary or desirable in order to maintain

or optimize the performance of the Service. This includes running an optimization procedure on each hosted station to increase operational efficiencies and performance.

11. **Security and Data Protection.** Cott implements numerous security and data protection procedures within Cott's data center to protect Customer's data. These procedures include: a) Active/passive firewall configuration to prevent unapproved port access; b) Use of core configuration to reduce server security attack surface; c) Host Intrusion Detection System (HIDS) to monitor suspicious activity; and, d) Backup strategies storing multiple copies of Customer's data on varied technology solutions at different locations. While Cott is diligent in using multiple procedures to prevent unauthorized access to protected data, Customer acknowledges that it is virtually impossible to eliminate this risk one-hundred percent (100%) of the time due to the public nature of the internet.
12. **Defect Warranty.** Cott warrants that the Service will perform as intended. Customer shall give Cott prompt notice of any defect. If Cott determines that the Service is defective and is covered by the warranty, Cott will remedy the deficiency. Cott will be afforded a commercially reasonable period of time to remedy the deficiency and will not be considered in breach if Cott commences to cure the deficiency within such period and diligently proceeds towards the remedy of the deficiency. The foregoing are Customer's sole and exclusive remedies for breach of this warranty. This warranty is expressly contingent upon proper use and application of the Service at all times in accordance with the Documentation. The warranty does not apply if malfunctions or errors are caused by defects in Customer's associated equipment, software or networks or a deficiency in the Customer Link.
13. **Implementation.** There will be a scheduled time for Cott to install the Service. Customer acknowledges that implementation delays requested by the Customer may cause Customer to incur additional fees.
14. **Training.** Cott will provide training to the Customer on the operation of the Service. Cott will make available through the Service online user help instructions and Documentation as deemed applicable by Cott in connection with deployment of the Service. Customer acknowledges that additional charges will apply for training requested by the Customer that is beyond what is outlined.
15. **Customer Support.** Cott's Customer Support program is included in the hosted service offering and contains two elements as it relates to Cott provided products: 1) Cott provides customer support services and, 2) Cott provides software update services. Provided Customer is not then in breach of their contract or delinquent in payments, the Customer Support program provides Customer with unlimited phone support and unlimited remote connection support by way of a central contract person at the Customer site. The Customer Support program also entitles Customer to receive, at no additional charge, software patches ("Patches") and software releases ("Releases") to the current version of any Cott software underlying the Service which increase the speed, efficiency or ease of operation of the Service. Patches typically are driven by Cott's Technical Support where the reported issue is deemed a 'bug'. Releases are a group of enhancements to the current version of the existing software modules and are evaluated by a Cott committee prior to development and implementation.

Any hardware or equipment upgrades at Customer's site that are necessary in order to install and run the Releases will be the responsibility of the Customer.

16. **Fees.** Cost of the Service ("Fees") during the Term are specified. Ongoing Monthly Fees will begin on the first (1st) of the month following the date the Service is active ("Go-Live Date") and then will be subsequently invoiced in advance of services rendered. Customer acknowledges there is a limited time to implement the software and, in the event, not all the software is installed at the time of the initial implementation, Cott will begin invoicing Customer for the total fees for the all software specified within ninety (90) calendar days of the initial Go-Live Date.
17. **Increase in Storage Capacity.** Customer acknowledges that the Customer's fees are based, in part, on the number of instruments, images, transactions in the databases, the number of Cott software products in place and the annual filing volume specified in the Schedule (collectively, the "Storage Factors"). If at any time Cott determines that the storage capacity should be upgraded to accommodate an increase in any one or more of the Storage Factors or if bandwidth should be upgraded to accommodate the Hosted System, Cott will inform Customer of the price increase which will go into effect the next monthly billing cycle.
18. **Standard Terms.** Cott's Master Agreement for Products and Services also applies to the provision of products and services by Cott under this Addendum and the terms of such Agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

The terms of this Addendum govern the provision of the Service by Cott under this Addendum.

X Customer Acknowledgement:  Date: 9/12/23

HOSTED ONLINE INDEX BOOKS RENEWAL ORDER SUMMARY

RENEWAL TERM: 11/1/2023 THROUGH 10/31/2026

1. Online Index Books with Records. For continued use/access.

- Auditor: Contracts
- Auditor: Drainage District Records
- Auditor: Hanging Plats
- Auditor: Index to Transfers
- Auditor: Plats
- Auditor: Transfer Books
- Recorder: Articles of Incorporations
- Recorder: Deeds
- Recorder: Engineers Condemn Proc
- Recorder: Liens & Releases
- Recorder: Miscellaneous
- Recorder: Mortgages
- Recorder: Power of Attorney & Affidavits
- Recorder: Surveyor Records (Book A)
- Recorder: Surveyor Records (Books B and C)
- Recorder: Town Lot Deeds
- Recorder: Town Lot Mortgages
- Recorder: US Patents

2. User Licenses. Unlimited search, rights to use software for term of contract.

3. Deployment. Hosted deployment, Hosted Cott iQ Search.

- Includes Find/Replace Utility for Online Index Books (OIB). Allows for setup, one (1) Citrix license, and one (1) training session on OIB Utility for Finding/Replacing images -from time to time there may be a need for an image to be rescanned/replaced per Customer determination.

4. GB of Images (Storage Factors).

- Auditor 7 GB.
- Recorder 47 GB.

5. Requirements.

- *Authorized access to Cott systems products (excluding Cott iQ Search) is limited to Story County, Iowa employees, no access may be granted to third-party suppliers.*

6. Software Assurance. Included.

- Software Assurance allows unlimited phone support and unlimited remote support.
- Software Assurance provides software patches and releases to the current version of our software to increase speed, improve efficiencies, and the ease of operation for you and your staff.

Lease Fees | Schedule of Payments | Service Term 36 Months

\$215 / month

TERM: the new thirty-six (36) month contract term is effective from 11/1/2023 through 10/31/2026.

X Customer Acknowledgement: *M. Medak* Date: 9/12/23

SPECIFICATION SHEET

Work & Search Stations

Use one of the following supported browsers:

Microsoft Edge

Google Chrome

Mozilla Firefox

Broadband High-Speed Access

SERVICE LEVEL AGREEMENT FOR COTT SYSTEMS HOSTED SOLUTIONS

Service Level Commitment

Cott Systems commits to provide 95% uptime with respect to the Customer's Service during each quarter of the Term, excluding regularly scheduled maintenance times. Customer will be required to accept updates, patches and new releases, whether to the Network Software or the Hosted System, that Cott deems necessary or desirable in order to maintain or optimize the Service.

Certain conditions deemed to be not under Cott's control shall not be covered under this Service Level Agreement. These conditions include, but are not limited to:

- Connectivity provided by Customer's ISP (example, the customer link)
- Uptime or reliability of Customer's network
- Uptime of Customer's hardware
- Unexpected interruption due to an unauthorized third party intrusion
- Other scheduled outages
- Packet loss
- Problems with underlying network providers: network or applications, equipment of facilities, acts or omissions of any underlying network provider, any use or user of the service authorized by an underlying network provider, Force Majeure (see Addendum) or local access provider outages or service interruption.

Scheduled and Unscheduled Maintenance

Regularly scheduled maintenance does not count as downtime. Maintenance time is regularly scheduled if it is communicated in accordance with the notice section set forth below at least two full business days in advance of the maintenance time. Regularly scheduled maintenance time will typically be scheduled a week in advance, scheduled to occur at night on the weekend, and take less than 10 hours per quarter. Cott Systems provides notice that every Sunday night from 10:00 PM - 10:30 PM EST is reserved for routine scheduled maintenance as needed.

Cott Systems reserves the right to take down the service for unscheduled maintenance at any time. Such unscheduled maintenance will be counted against the uptime guarantee.

Updates and Notices

This Service Level Agreement may be amended by Cott Systems only after providing 30 days advance notice. Notice will be communicated to the person designated as Administrator of your system or of your Cott System's account. Notices will be delivered by e-mail, or on the authentication screen of your software portal.

Customers to accept /receive updates as Cott deems necessary to appropriately maintain & optimize the hosted environment. This will help us keep customers on the same version in this environment.

Customer is responsible for antivirus protection on stations that update the hosted site with index data and/or images.

Services Cott Provides

- Management of server infrastructure to support the Cott software applications in the hosted environment, including:
 - Assure maintenance and warranty coverage.
 - Manage all security and software updates for all hardware and systems contained within the hosted environment.
 - Manage disaster recovery backups.
 - Maintain high availability & redundancy.
- Support access and utilization of the Cott software applications in the client's environment, including:
 - Troubleshooting of Citrix issues.
 - Assisting Customer's IT resources in resolving issues with printers, scanners, workstations, etc.

Services Customer Provides

- Equipment in the Customer's office, inclusive of managing antivirus software provisions.
- Manage and support in the Customer's office all configuration of network, internet, firewall, and other client-owned technology.
- Communicate details on all users who need access to the Cott solution.
- Maintain backups of all data and systems not part of the Cott hosted environment.

CUSTOMER SUPPORT EXHIBIT

Customer Support Structure

Our automated system directs incoming Customer calls to the appropriate Customer Support Specialist. Customer Support is organized into product centric teams. This structure allows each Specialist to develop expertise in a concentrated area of Cott's vast offerings. Team members are encouraged to work together to resolve issues and use all resources available to answer your questions timely and accurately.

Contacting Customer Support

Cott Customer Support is available using any of the follow methods:

- **Toll free hotline: 800-588-COTT**
- Cott- in-house personnel are available during normal business hours:
 - **Monday through Friday, 7:00 am through 6:00 pm, Eastern Time, excluding holidays.**
 - **Voicemail:** During business hours or after business hours, Cott Customers always have the option of leaving a voice mail message for the Customer Support Team. Voicemail is checked every hour during normal business hours.
- **Email: support@cottsystems.com**
 - During normal business hours, a Customer Support Representative reads email sent to this address within one hour of receipt.
- **Fax: 866-540-1072**

Escalation Procedures

If you are not satisfied with the service provided by Cott's Customer Support Specialists, please let us know. We have weekly meetings to discuss Customer input and determine what is needed to improve our support processes. Please contact Cott's Customer Support Manager to discuss matters of concern:

- **Senior Manager, Customer Experience**
Carrie Williams
Office: 800-234-COTT, Ext. 365
Email: cwilliams@cottsystems.com

If your issue is not being resolved to your satisfaction, please inform our COO or CEO:

- **COO**
Drew K. Sheppard
Office: 800-234-COTT, Ext. 251
Email: dsheppard@cottsystems.com
- **CEO**
Deborah Ball
Office: 800-234-COTT, Ext. 255
Email: dball@cottsystems.com



Contract for

Hosted Online Index Books Renewal

Story County, Iowa

Stacie Herridge, County Recorder

July 11, 2023



Cott Systems, Inc.
2800 Corporate Exchange Dr.
Columbus, OH 43231
(800) 234-2688 | cottsystems.com



MASTER AGREEMENT FOR PRODUCTS AND SERVICES

This **Master Agreement for Products and Services** ("Master Agreement") is by and between Cott Systems, Inc., an Ohio Corporation with principal offices at 2800 Corporate Exchange Drive, Suite 300, Columbus, Ohio 43231 ("Cott") and County Recorder, Story County, Iowa ("Customer").

Cott will provide, and Customer will acquire, the products and services described in any applicable Addendum(s) to be executed by the parties. One or more Addendum(s) may be executed at any time during the term of this Master Agreement and will become part of, and be incorporated in, this Master Agreement at the time of execution.

TERMS AND CONDITIONS

- 1. Term.** This Master Agreement will begin when it is signed ("Executed") by Customer and Cott and will continue to be binding until the Master Agreement and all Addendums have expired or terminated.
- 2. Construction and Interpretation.** Subject headings are for convenience only. They do not define, limit or describe the scope or intent of the provisions of the Master Agreement. The Master Agreement, and any Addendum(s) shall be deemed to have been prepared jointly and any ambiguity shall not be interpreted against any party and shall be interpreted as if each of the parties had prepared the Master Agreement or Addendum(s). Statements set forth in any preamble or recitals are made for the purpose of providing background information. Such statements do not constitute representations, warranties or covenants of the parties.
- 3. Conditions.** The Master Agreement, any Addendum(s) Executed by Cott and Customer, any attachments or exhibits thereto and these Terms and Conditions constitute the complete and exclusive agreement between Cott and Customer with regard to their subject matter, and supersede all prior or contemporaneous agreements, understandings, discussions or representations. The Master Agreement, any Addendum(s), may not be modified or amended except in writing signed by Cott and Customer. Acceptance of the offer presented by this Master Agreement, any Addendum(s), is limited to the terms set forth herein. The terms of this Master Agreement, including any Addendum(s), and Order Summary may not be edited or modified in any manner prior to signing by Customer. Any additional or different terms added to this Master Agreement, or any Addendum(s), by Customer will be considered proposals for additional terms to the contract and are hereby rejected, unless expressly accepted by Cott in writing prior to performance hereunder. Any term or provision of the Master Agreement that is invalid or unenforceable shall not affect the validity or enforceability of its remaining terms or provisions. No waiver of any term or provision will be effective unless in writing. No such waiver will be deemed a waiver of any subsequent default under the same or any other term or provision. Nothing herein expressed or implied is intended or shall be construed to give any person

other than the parties hereto any rights or remedies. The Master Agreement, any Addendum or part thereof, may be executed in counterparts, each of which when so Executed shall be deemed to be an original.

4. **Authority.** By execution of this Master Agreement, or any Addendum(s), Customer represents and warrants that this Master Agreement and Addendum(s), as the case may be, has been properly approved and authorized in accordance with the laws, rules, regulations and procedures governing Customer, and that the person(s) signing on behalf of Customer are authorized to bind Customer to the terms and conditions thereof.
5. **Confidentiality.** "Confidential Information" means any object code and machine-readable copies of any Cott software, written materials ("Documentation"), information, specifications, trade secrets, viewable pages, screen shots or other images of the "Service" (software, products, and services provided by Cott) covered in any Addendum intended for use or viewing only by employees of Customer (as opposed to the public at large) and any other proprietary information supplied to the Customer by Cott. Customer acknowledges that the Confidential Information constitutes valuable trade secrets and agrees that it will use the Confidential Information solely in connection with its internal use of the Service and will not disclose, or permit to be disclosed, the Confidential Information to any third party without Cott's prior written consent.
6. **Patent and Copyright Indemnification.** Cott will defend at its expense any action brought against Customer based upon a claim that the Service provided in any Addendum infringes any patent, copyright, trade secret or other proprietary right of any third party and pay any costs and damages finally awarded against Customer in such action, which are attributable to such claim, provided that Customer notifies Cott within fifteen (15) business days in writing of the claim and Cott is given the opportunity of fully participating in the defense and/or agrees to any settlement of such claim. Such indemnity, however, is specifically exclusive of any such claims which arise or result from the misuse of the Service; the use of the Service in combination with software not delivered or furnished by Cott; or use of the Service in the manner for which the same was neither designed nor contemplated. If Customer, as a result of a dispute regarding a proprietary right, is required to cease using the Service, Cott shall either (i) modify the Service so that Customer's use hereunder ceases to be infringing or wrongful, or (ii) procure for Customer the right to continue using the Service. If, after reasonable efforts, Cott is unable to achieve either (i) or (ii) above, either party shall have the right to terminate the affected Addendum upon thirty (30) calendar days written notice to the other.
7. **Indemnity.** Where permitted by applicable law, Customer agrees to indemnify and hold harmless Cott and its employees and agents from and against any claims, causes of action, losses, damages, costs or expenses (including reasonable attorneys' fees) arising out of or relating to the use of Customer's system by third parties and end-users.
8. **Assignment; Successors.** This Master Agreement, and any Addendum, will be binding upon and inure to the benefit of the parties hereto, and, except as otherwise specifically provided in the Master

Agreement, their respective successors, and assigns; provided, however, that neither the Master Agreement and Addendum(s), nor any rights under the Master Agreement or Addendum(s), may be assigned, transferred, or encumbered by Customer, directly or indirectly, without, Cott's prior written consent. Cott may assign this Master Agreement or Addendum(s), or any interest herein, in connection with the transfer of substantially all of the assets or equity interest of Cott or one of its lines of business.

9. **Electronic Delivery.** This Agreement may be executed and delivered in counterparts (including by facsimile or other electronic transmission such as in .pdf or other electronic delivery format, any such delivery, an "Electronic Delivery"), all of which shall be considered one and the same agreement. This Master Agreement, to the extent delivered by Electronic Delivery, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person including for evidentiary purposes.
10. **Payments; Late Charges; Taxes.** Unless otherwise specified, all payments are due, without setoff, within thirty (30) calendar days after the date of invoice. Late charges not to exceed three percent (3%) per month, may be assessed by Cott on past due accounts unless prohibited by local law. Furthermore, Cott has the right to end all services and support covered in any Addendum should payment become past due. Reinstatement of services and support may be available to Customer pending receipt of payment of all past due amounts plus any reinstatement fees. Cott's fees are exclusive of all sales, use and similar taxes which may be levied as a result of procuring Cott's Service by Customer, which taxes shall be the responsibility of Customer. If Customer is exempt from any tax, Customer shall provide Cott with a valid certificate of exemption.
11. **Notices.** Except as otherwise specified, any notice or other communication shall be in writing and deemed given when delivered in person, by: mail, fax, e-mail or other electronic means to Cott's headquarter in Ohio or Customer's offices and written confirmation of receipt is received, or two days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth in the Master Agreement. Each party must notify the other party of any change in address for notices.
12. **Governing Law.** The validity, interpretation and enforcement of this Master Agreement and all Addendums shall be governed by Ohio state law.
13. **Warranty.** Other than any express warranties set forth in the Master Agreement or any applicable Addendum, **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE OR NONINFRINGEMENT.** Customer's sole and exclusive remedy for any failure of a product or service to conform to an applicable warranty shall be the repair of such product or refurbishing of such service according to the warranty. This exclusive remedy shall not have failed of its essential purpose. Customer specifically acknowledges that Cott's price for its Service is based upon the limitations of Cott's liability as set forth in these Terms and Conditions. These limitations shall survive any finding that the exclusive remedy of Customer failed of its essential purpose.

14. **Limitation of Liability.** IN NO EVENT SHALL COTT BE LIABLE FOR LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR PUNITIVE DAMAGES EVEN IF COTT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In any event, Cott's liability in the aggregate shall not exceed the amount received by Cott from Customer under the Master Agreement during the Term of associated Addendum(s). No action under the Master Agreement may be brought by either party more than one year after the cause of action accrued, except that an action for nonpayment may be brought within one year after the date of last payment.
15. **Force Majeure.** Cott will not be liable for any delay or failure due to fire, explosion, action of the elements, strikes or other labor disputes, restrictions imposed by law, rules or regulations of a public authority, acts of military authorities, war, terrorist acts, cyber criminal acts, riots, civil disturbances, solar flares, interruptions, or delays of utilities, telephone or telecom service, interruption of transportation facilities, and any other cause which is beyond the reasonable control of Cott, and which, by the exercise of reasonable diligence, Cott is unable to prevent. The happening of such Force Majeure will extend the time of performance to such extent as may be necessary to enable it to complete performance after the cause or causes of delay or failure have been removed.
16. **Material Breach by Customer.** Cott may terminate an Addendum if the Customer materially breaches an Addendum and fails to correct the breach within thirty (30) business days following written notice specifying the breach. A "material breach" is defined as: a) Customer's violation of the Restriction of Use; b) Customer's unauthorized duplication of the Documentation; c) Customer's violation of its obligations with respect to Cott's Confidential Information; and d) Customer's failure to timely pay Cott all sums due hereunder. Such termination shall not relieve Customer's obligation to pay all fees accrued or sums due and remaining unpaid under the Addendum.
- Material Breach by Cott.** Customer may terminate an Addendum if Cott materially breaches an Addendum and fails to correct the breach within thirty (30) business days following written notice specifying the breach. A "material breach" is defined as: Cott's failure to reasonably perform its obligations hereunder. Such termination shall relieve Customer's obligation to pay fees accrued or sums due and remaining unpaid under the Addendum.
17. **Early Termination.** Customer may terminate an Addendum by providing sixty (60) calendar days written notice to Cott. Customer shall pay one hundred percent (100%) of the sum of the remaining monthly fees for the then-current term as liquidated damages and not as a penalty. Cott will cease providing the Service as described in the Addendum on the last day of the monthly term that occurs sixty (60) calendar days after Cott's receipt of the termination notice.
18. **Service Renewal.** Customer will be provided a new Agreement with any adjusted fees at least ninety (90) calendar days prior to the expiration of the then current term. Customer may elect not to renew by providing Cott written notice of non-renewal at least sixty (60) calendar days prior to the scheduled expiration of the then current term. If a new Agreement has not been executed and written notification of non-renewal has not been provided prior to the expiration of the then current term,

this Agreement and all corresponding Addendums will automatically renew for successive one-year terms at a fee increase not to exceed ten percent (10%) of the current fees.

- 19. **Order of Precedence.** Where possible, the terms of this Master Agreement and the terms of each Addendum will be construed consistently. Where not possible, the terms of this Master Agreement will control unless specifically preempted by the terms of an Addendum, in which case the Addendum will control.
- 20. **Non-Solicitation.** Customer agrees not to encourage or solicit any employee to leave Cott's employment or to hire Cott employees while this Master Agreement is in effect and for a period of three (3) years after expiration.

The Terms and Conditions, attached herein, govern the provision of products or services by Cott under this Master Agreement and any Addendum executed by Cott and Customer. Cott and Customer have executed this Master Agreement to be effective as of the date it is signed by both Cott and the Customer.

County Recorder, Story County, Iowa

(County, Parish, Town)

COTT SYSTEMS, INC.

CUSTOMER

Deborah A. Ball 7-14-2023
(Signature) (Date)

[Signature] 9/12/23
(Signature) (Date)

Deborah A. Ball
(Print Name)

LINDA MURKEN
(Print Name)

Chief Executive Officer
(Print Title)

VICE-CHAIR, Bd of Supts
(Print Title)

[Signature]
(Initials)

[Signature] 9/12/23
(Initials) (Date)

Customer acknowledgement required on additional page(s.)

Please digitally sign and initial; or print, sign, and initial original copy.

Once contract is signed, please fax or email the **entire** contract to Cott.

To: Cott Systems | ATTN: Finance Dept. | 1.866.540.1072 | contracts@cottsystems.com

ONLINE INDEX BOOKS HOSTED SERVICES ADDENDUM

This **Online Index Books Hosted Services Addendum** ("Addendum") is by and between Cott Systems, Inc. ("Cott") and County Recorder, Story County, Iowa ("Customer"). This Addendum is being "Executed" (signed) under the Terms and Conditions of Cott's **Master Agreement for Products and Services**.

- 1. Term.** The initial term of this Addendum will begin on the date this Addendum is entered into and continue for the Initial Service Term specified. The expiration shall occur on the last day of the month of the applicable anniversary of the Go-Live Date. For example, if the Go-Live Date is March 15, the initial term will expire March 30 of the applicable year.
- 2. Services.** During the term, Cott will host and make available to Customer the service specified and described (the "Service"). The Service may be used only by current employees, staff, public searchers and authorized officials of the Customer and only in accordance with any use limitations specified (collectively, the "Limitations on Use"). Cott will make available through the Service online user help instructions and provide written materials as deemed applicable by Cott in connection with the deployment of the Service (the "Documentation").
- 3. Customer Link.** Customer is responsible for procuring and maintaining a high capacity internet service line and any specified security measures according to the specifications (the "Customer Link") in order to ensure proper transmission of the Service. Customer is required to have current anti-virus protection on all workstations that update the Hosted System. Cott relies on the Customer during the initial implementation and throughout the service term to verify from time to time that their internet service is properly functioning. Wireless connections in Customer's office are not supported.
- 4. Data Presented.** While the Service allows for excluding certain data from being viewable when accessing the Hosted System, Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information. Cott exercises no control over, and specifically rejects any responsibility for the form, content, accuracy or quality of information of the Customer passing or obtained through or resident on the Hosted System. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing of the Customer's data and images on the Hosted System. Customer will be responsible for implementing and carrying out such standards, and Customer is responsible for any data input errors. Customer will permit Cott to include in the viewable portion of Customer's website customary terms of use applying to Customer's end-users, and any provisions reasonably required by Cott from time to time.
- 5. Customer's End-Users.** Customer will support all queries and training required by Customer's end-users. Customer's end-users are not covered by this Service or by Cott Customer Support. This includes, though not limited to, public searchers and internet users of Customer's system. Customer is responsible for establishing, managing and monitoring accounts with such end-users and will require all end-users to agree to and abide by terms of use containing terms reasonably acceptable to Cott in

connection with the use of Customer's system. Cott and Customer agree that end-users are not permitted to copy data and images in a bulk scraping fashion using a software program (aka data mining). Cott cannot control or eliminate such activity though does take reasonable steps to monitor against and block such activity to protect both parties' internet bandwidth capacity and the Customer's data and images.

6. **Ownership of Service and Data.** Nothing in this Addendum shall be construed to grant Customer any ownership right in the Service, Cott's software or the Documentation. Cott and Customer agree that Cott is the owner of the Service. Customer is the owner of the Customer's data on the Hosted System. Customer owns all rights and privileges to such data and Cott will not remarket or claim ownership in it.
7. **Disclaimer of Warranty.** COTT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, DISCLOSURE, COMPLETENESS, LEGALITY OR RELIABILITY OF INFORMATION DISPLAYED AS A RESULT OF THE USE OF THE SERVICE. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, THE HOSTED SYSTEM OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE SERVICE, THE HOSTED SYSTEM OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.
8. **Service Availability.** Excluding certain conditions such as those listed below, Cott commits to provide 95% uptime for the Service during each calendar quarter of the Term, excluding regularly scheduled maintenance times. Conditions that are not covered under Service Availability include: a) Connectivity provided by Customer's internet service provider; b) Uptime/reliability of Customer's network; c) Uptime of Customer's hardware; d) Scheduled outages or Maintenance; e) Unexpected interruption due to an unauthorized third party intrusion; f) Any problems with network providers, such as: network applications, equipment, omissions of network provider, local provider service interruptions. The above conditions are provided as examples and do not represent all possible conditions.
9. **Service Maintenance.** Regular maintenance of the Service by Cott is required. The maintenance time will be communicated to Customer and is completed during non-working hours, typically scheduled to occur at night and/or on the weekend. Cott also reserves the right to interrupt the Service for unscheduled maintenance when necessary and only interrupt the Service during normal work hours when absolutely necessary.
10. **Updates.** Customer will be required to accept updates, patches and new releases, whether to the Network Software or the Hosted System, that Cott deems necessary or desirable in order to maintain

or optimize the performance of the Service. This includes running an optimization procedure on each hosted station to increase operational efficiencies and performance.

11. **Security and Data Protection.** Cott implements numerous security and data protection procedures within Cott's data center to protect Customer's data. These procedures include: a) Active/passive firewall configuration to prevent unapproved port access; b) Use of core configuration to reduce server security attack surface; c) Host Intrusion Detection System (HIDS) to monitor suspicious activity; and, d) Backup strategies storing multiple copies of Customer's data on varied technology solutions at different locations. While Cott is diligent in using multiple procedures to prevent unauthorized access to protected data, Customer acknowledges that it is virtually impossible to eliminate this risk one-hundred percent (100%) of the time due to the public nature of the internet.
12. **Defect Warranty.** Cott warrants that the Service will perform as intended. Customer shall give Cott prompt notice of any defect. If Cott determines that the Service is defective and is covered by the warranty, Cott will remedy the deficiency. Cott will be afforded a commercially reasonable period of time to remedy the deficiency and will not be considered in breach if Cott commences to cure the deficiency within such period and diligently proceeds towards the remedy of the deficiency. The foregoing are Customer's sole and exclusive remedies for breach of this warranty. This warranty is expressly contingent upon proper use and application of the Service at all times in accordance with the Documentation. The warranty does not apply if malfunctions or errors are caused by defects in Customer's associated equipment, software or networks or a deficiency in the Customer Link.
13. **Implementation.** There will be a scheduled time for Cott to install the Service. Customer acknowledges that implementation delays requested by the Customer may cause Customer to incur additional fees.
14. **Training.** Cott will provide training to the Customer on the operation of the Service. Cott will make available through the Service online user help instructions and Documentation as deemed applicable by Cott in connection with deployment of the Service. Customer acknowledges that additional charges will apply for training requested by the Customer that is beyond what is outlined.
15. **Customer Support.** Cott's Customer Support program is included in the hosted service offering and contains two elements as it relates to Cott provided products: 1) Cott provides customer support services and, 2) Cott provides software update services. Provided Customer is not then in breach of their contract or delinquent in payments, the Customer Support program provides Customer with unlimited phone support and unlimited remote connection support by way of a central contract person at the Customer site. The Customer Support program also entitles Customer to receive, at no additional charge, software patches ("Patches") and software releases ("Releases") to the current version of any Cott software underlying the Service which increase the speed, efficiency or ease of operation of the Service. Patches typically are driven by Cott's Technical Support where the reported issue is deemed a 'bug'. Releases are a group of enhancements to the current version of the existing software modules and are evaluated by a Cott committee prior to development and implementation.

Any hardware or equipment upgrades at Customer's site that are necessary in order to install and run the Releases will be the responsibility of the Customer.

16. **Fees.** Cost of the Service ("Fees") during the Term are specified. Ongoing Monthly Fees will begin on the first (1st) of the month following the date the Service is active ("Go-Live Date") and then will be subsequently invoiced in advance of services rendered. Customer acknowledges there is a limited time to implement the software and, in the event, not all the software is installed at the time of the initial implementation, Cott will begin invoicing Customer for the total fees for the all software specified within ninety (90) calendar days of the initial Go-Live Date.
17. **Increase in Storage Capacity.** Customer acknowledges that the Customer's fees are based, in part, on the number of instruments, images, transactions in the databases, the number of Cott software products in place and the annual filing volume specified in the Schedule (collectively, the "Storage Factors"). If at any time Cott determines that the storage capacity should be upgraded to accommodate an increase in any one or more of the Storage Factors or if bandwidth should be upgraded to accommodate the Hosted System, Cott will inform Customer of the price increase which will go into effect the next monthly billing cycle.
18. **Standard Terms.** Cott's Master Agreement for Products and Services also applies to the provision of products and services by Cott under this Addendum and the terms of such Agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

The terms of this Addendum govern the provision of the Service by Cott under this Addendum.

X Customer Acknowledgement:  Date: 9/12/23

HOSTED ONLINE INDEX BOOKS RENEWAL ORDER SUMMARY

RENEWAL TERM: 11/1/2023 THROUGH 10/31/2026

1. Online Index Books with Records. For continued use/access.

- Recorder: Articles of Incorporations
- Recorder: Deeds
- Recorder: Engineers Condemn Proc
- Recorder: Liens & Releases
- Recorder: Miscellaneous
- Recorder: Mortgages
- Recorder: Power of Attorney & Affidavits
- Recorder: Surveyor Records (Book A)
- Recorder: Surveyor Records (Books B and C)
- Recorder: Town Lot Deeds
- Recorder: Town Lot Mortgages
- Recorder: US Patents

2. User Licenses. Unlimited search, rights to use software for term of contract.

3. Deployment. Hosted deployment on County Auditor's Hosted Online Index Books system.

4. GB of Images (Storage Factors).

- Recorder 47 GB.

5. Requirements.

- *Authorized access to Cott systems products (excluding Cott iQ Search) is limited to Story County, Iowa employees, no access may be granted to third-party suppliers.*

6. Software Assurance. Included.

- Software Assurance allows unlimited phone support and unlimited remote support.
- Software Assurance provides software patches and releases to the current version of our software to increase speed, improve efficiencies, and the ease of operation for you and your staff.

Lease Fees | Schedule of Payments | Service Term 36 Months

¹ \$0 / month

¹ Hosted Online Index Books software support is invoiced to the County Auditor.

TERM: the new thirty-six (36) month contract term is effective from 11/1/2023 through 10/31/2026.

X Customer Acknowledgement:  Date: 9/12/23

SPECIFICATION SHEET

Work & Search Stations

Use one of the following supported browsers:

Microsoft Edge

Google Chrome

Mozilla Firefox

Broadband High-Speed Access

SERVICE LEVEL AGREEMENT FOR COTT SYSTEMS HOSTED SOLUTIONS

Service Level Commitment

Cott Systems commits to provide 95% uptime with respect to the Customer's Service during each quarter of the Term, excluding regularly scheduled maintenance times. Customer will be required to accept updates, patches and new releases, whether to the Network Software or the Hosted System, that Cott deems necessary or desirable in order to maintain or optimize the Service.

Certain conditions deemed to be not under Cott's control shall not be covered under this Service Level Agreement. These conditions include, but are not limited to:

- Connectivity provided by Customer's ISP (example, the customer link)
- Uptime or reliability of Customer's network
- Uptime of Customer's hardware
- Unexpected interruption due to an unauthorized third party intrusion
- Other scheduled outages
- Packet loss
- Problems with underlying network providers: network or applications, equipment of facilities, acts or omissions of any underlying network provider, any use or user of the service authorized by an underlying network provider, Force Majeure (see Addendum) or local access provider outages or service interruption.

Scheduled and Unscheduled Maintenance

Regularly scheduled maintenance does not count as downtime. Maintenance time is regularly scheduled if it is communicated in accordance with the notice section set forth below at least two full business days in advance of the maintenance time. Regularly scheduled maintenance time will typically be scheduled a week in advance, scheduled to occur at night on the weekend, and take less than 10 hours per quarter. Cott Systems provides notice that every Sunday night from 10:00 PM - 10:30 PM EST is reserved for routine scheduled maintenance as needed.

Cott Systems reserves the right to take down the service for unscheduled maintenance at any time. Such unscheduled maintenance will be counted against the uptime guarantee.

Updates and Notices

This Service Level Agreement may be amended by Cott Systems only after providing 30 days advance notice. Notice will be communicated to the person designated as Administrator of your system or of your Cott System's account. Notices will be delivered by e-mail, or on the authentication screen of your software portal.

Customers to accept /receive updates as Cott deems necessary to appropriately maintain & optimize the hosted environment. This will help us keep customers on the same version in this environment.

Customer is responsible for antivirus protection on stations that update the hosted site with index data and/or images.

Services Cott Provides

- Management of server infrastructure to support the Cott software applications in the hosted environment, including:
 - Assure maintenance and warranty coverage.
 - Manage all security and software updates for all hardware and systems contained within the hosted environment.
 - Manage disaster recovery backups.
 - Maintain high availability & redundancy.
- Support access and utilization of the Cott software applications in the client's environment, including:
 - Troubleshooting of Citrix issues.
 - Assisting Customer's IT resources in resolving issues with printers, scanners, workstations, etc.

Services Customer Provides

- Equipment in the Customer's office, inclusive of managing antivirus software provisions.
- Manage and support in the Customer's office all configuration of network, internet, firewall, and other client-owned technology.
- Communicate details on all users who need access to the Cott solution.
- Maintain backups of all data and systems not part of the Cott hosted environment.

CUSTOMER SUPPORT EXHIBIT

Customer Support Structure

Our automated system directs incoming Customer calls to the appropriate Customer Support Specialist. Customer Support is organized into product centric teams. This structure allows each Specialist to develop expertise in a concentrated area of Cott's vast offerings. Team members are encouraged to work together to resolve issues and use all resources available to answer your questions timely and accurately.

Contacting Customer Support

Cott Customer Support is available using any of the follow methods:

- **Toll free hotline: 800-588-COTT**
- Cott- in-house personnel are available during normal business hours:
 - **Monday through Friday, 7:00 am through 6:00 pm, Eastern Time, excluding holidays.**
 - **Voicemail:** During business hours or after business hours, Cott Customers always have the option of leaving a voice mail message for the Customer Support Team. Voicemail is checked every hour during normal business hours.
- **Email: support@cottsystems.com**
 - During normal business hours, a Customer Support Representative reads email sent to this address within one hour of receipt.
- **Fax: 866-540-1072**

Escalation Procedures

If you are not satisfied with the service provided by Cott's Customer Support Specialists, please let us know. We have weekly meetings to discuss Customer input and determine what is needed to improve our support processes. Please contact Cott's Customer Support Manager to discuss matters of concern:

- **Senior Manager, Customer Experience**
Carrie Williams
Office: 800-234-COTT, Ext. 365
Email: cwilliams@cottsystems.com

If your issue is not being resolved to your satisfaction, please inform our COO or CEO:

- **COO**
Drew K. Sheppard
Office: 800-234-COTT, Ext. 251
Email: dsheppard@cottsystems.com
- **CEO**
Deborah Ball
Office: 800-234-COTT, Ext. 255
Email: dball@cottsystems.com



Tax Invoice

Invoice Date
September 1, 2023

Invoice no.
03895-53581345

To
Story County
lharter@storycountyiowa.gov
Story County's Team
BAD-x50EqOc

Subscriptions



Canva Pro
iAFtO5W4lys
September 1, 2023

\$119.99

Total
Includes tax
Total charged
Paid with Visa **** 2011

\$119.99
\$7.85
\$119.99

Please retain for your records.
Canva US Inc.
3212 E. Cesar Chavez Street, Building 1, Suite 1300 Austin Texas 78702 United States
Copyright © 2023 Canva US Inc.. All rights reserved.

APPROVED

DENIED

Board Member Initials:

Meeting Date:

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: Ryan Wiemold, Parks Superintendent
Date: September 12, 2023
Re: Consideration of Change Order No. 2 for McFarland Lake Renovation for \$69,760 from Aaron Crane Construction.

The attached Change Order modifies the contract with Aaron Crane Construction for additional dredging, costs associated with changes in material handling, additional dewatering costs, and sourcing appropriate embankment material. Previously unknown conditions necessitate removal of unsuitable fill material from the lake bottom as well as replacement of a portion of that material with earthen fill material suitable for constructing features around the lake edge and embankment.

Funds for this Change Order are within the budgeted amount for the project.

The Story County Conservation Board recommends your approval.


Approval

Disapproval

9/12/23
Date

Date

CHANGE ORDER

DATE:
September 5, 2023

PROJECT:
McFarland Lake Restoration
420543-0

CHANGE ORDER NUMBER:
02

OWNER:
Story County Conservation
56461 180th St
Ames, IA 50324

CONSULTANT:
Shive-Hattery, Inc.
4125 Westown Pkwy, Suite 100
West Des Moines, IA 50266

CONTRACTOR:
Aaron Crane Construction
1833 120th Ave
Manchester, IA 52057

THE CONTRACT IS MODIFIED AS FOLLOWS UPON EXECUTION OF THIS CHANGE ORDER:

The project quantities are adjusted as follows:

1. There is a greater amount of soft sediment in the lakebed than anticipated. In portions of the lakebed, additional soft sediment will be removed to restore the original lake depths. Additional soft sediment should be removed from the lakebed, up to a quantity of 7,800 cubic yards. Removal of additional soft sediment will be paid at the contract price for Dredging – Unconsolidated Sediment, which is \$5.00 per cubic yard. 7,800 cubic yards at \$5.00 per cubic yard is an increase of \$39,000.
2. Because there was a greater amount of soft sediment in the lakebed than anticipated, the contractor was required to excavate an additional 900 cubic yards of soft sediment from the fishing jetty and kayak launch areas to expose hardbottom material suitable for placing fill. This additional removal will be paid at the contract price for Dredging – Unconsolidated Sediment, which is \$5.00 per cubic yard. 900 cubic yards of soft sediment removal at \$5.00 per cubic yard is an increase of \$4,500. The contractor was also required to import 900 cubic yards of suitable hardbottom fill to replace the areas of additional soft sediment removal. This hardbottom fill will be paid at a unit price of \$4.00 per cubic yard. 900 cubic yards at \$4.00 per cubic yard is an increase of \$3,600. This is a total increase of \$8,100.
3. Additional dewatering will be required as a result of additional soft sediment dredging activities. Dewatering costs will be an increase of \$6,000.
4. There are 11,000 cubic yards of sediment removal in the Eastern reach of the lake that were classified in the plans as Hardbottom material. Based on the observations of the contractor, Engineer, and Story County, this material should be classified as Unconsolidated Sediment. The 11,000 cubic yards of material excavated from the eastern reach will be paid at the contract price for Dredging – Unconsolidated Sediment, instead of Dredging – Hardbottom, which equates to a price increase of \$1.00 per cubic yard. 11,000 cubic yards at \$1.00 per cubic yard is an increase of \$11,000.
5. Earthfill for the embankment construction (Bid Item #7) will be sourced from the spoil site in lieu of the lake bed due to lack of suitable material in the lake bed. Additional costs for loading material will be \$1.00/cubic yard. 5,660 cubic yards at \$1.00 per cubic yard is an increase of \$5,660.

Total Increase by this Change Order = \$69,760

There will be no change to the Contract Time as a result of this Change Order.

Original Contract Sum	\$	932,779.00
Net Change by previously authorized Change Orders	\$	3,430.00
Contract Sum prior to this Change Order	\$	936,209.00
Amount that this Change Order will increase the Contract Sum	\$	69,760.00
New Contract Sum including this Change Order	\$	1,005,969.00

The Contract Time will be increased by zero (0) days.

The date of Substantial Completion will remain December 1, 2023.

THIS DOCUMENT IS NOT VALID UNTIL SIGNED BY CONSULTANT, CONTRACTOR, AND OWNER.

Shive-Hattery, Inc.

CONSULTANT

Luke Monat

SIGNATURE

Luke Monat, P.E.

PRINTED NAME

9/5/2023

DATE

Aaron Crane Construction

CONTRACTOR

Aaron Crane

SIGNATURE

Aaron Crane

PRINTED NAME

9-5-2023

DATE

Story County Board of Supervisors

OWNER

Linda Murren

SIGNATURE

LINDA MURREN

PRINTED NAME

9/12/23

DATE

Work Orders:

Q2 2022, our numbers were:

Location	Work Orders Opened	Work Orders Closed	On-Call
Admin	147	142	2
Group Homes	37	41	2
McFarland	17	13	0
HSC	114	108	4
Justice Center	218	216	11
Animal Control	15	15	1
Engineer	20	18	0
Equip/Vehicles	24	26	0
West Ames Shed	0	0	0
Total	592	579	20

APPROVED

DENIED

Board Member Initials: *JM*

Meeting Date: 9/12/23

Follow-up action: _____

Q2 2023, our numbers are:

Location	Work Orders Opened	Work Orders Closed	On-Call
Admin	147	127	0
Group Homes	75	71	1
McFarland	33	26	1
HSC	131	118	0
Justice Center	212	191	7
Animal Control	22	20	0
Engineer	30	27	0
Equip/Vehicles	34	34	0
West Ames Shed	0	0	0
Total	684	614	9

General Information: Facilities staff continues to be very busy taking care of the routine maintenance for all buildings and keeping all equipment and vehicles in good working condition.

- Filled our 1st shift Maintenance Assistant position which opened up the Building Services-Maintenance Supervisor position. We have an accepted offer; we are waiting on results from physical.
- Finalized former Mosaic building purchase and begun doing demolition work on the interior to add overhead doors.

Administration Building:

- Completed Election Deputy office in Auditor's office.
- New wax in progress of being laid in Treasurer's office

- Additional cameras have been installed, waiting on programming
- Filter changes complete at all buildings

Animal Control:

- Nothing to report

Engineer's building:

- Replaced flag light

Group Homes:

- Annual fire system inspection completed
- Replaced tub and surround in a bathroom at Duluth

Human Services Center:

- Adding de-ionized water to geothermal well field to remedy a PH balance issue
- Front entry concrete has been replaced
- Annual sprinkler inspection has been completed
- Annual fire system inspection has been completed

Justice Center:

- Grease trap in jail kitchen has been replaced
- Contractor is finishing up punch list items for HVAC, Phase 2 & 3 project
- Adding soffit to Courthouse overhang
- Plumbing upgrade completed in H-Unit
- Annual fire system inspection has been completed

McFarland Park:

- Nothing to report

Closure No. 24-08

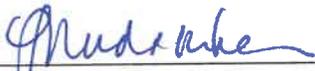
Date September 6, 2023

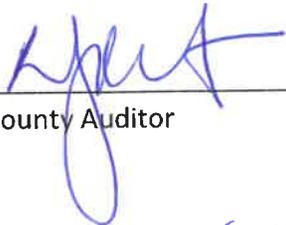
Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction in section 32 Union Twp on

578th Avenue between Hwy 210 and 340th Street

Vice- 
Chair, Board of Supervisors

Attest: 
County Auditor

ROLL CALL	Latifah Faisal	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
FOR ALLOWANCE	Lisa Heddens	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
	Linda Murken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>

ALLOWED BY VOTE OF THE BOARD
Yea 3 Nay 0 Absent 0


VICE -CHAIRPERSON

Above tabulation made by 

Closure No. 24-09

Date September 7, 2023

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction in section 23/24 Sherman Twp on

730th Ave is closed between 200th St and E29(190th St)

[Signature]
VICE-Chair, Board of Supervisors

Attest: *[Signature]*
County Auditor

ROLL CALL	Latifah Faisal	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
FOR ALLOWANCE	Lisa Heddens	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
	Linda Murken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>

ALLOWED BY VOTE OF THE BOARD
Yea 3 Nay 0 Absent 0

[Signature]
VICE-CHAIRPERSON

Above tabulation made by *[Signature]*

STORY COUNTY UTILITY PERMIT

Date 9/5/23

To the Board of Supervisors, Story County, Iowa:

The Iowa Regional Utilities Association Company, incorporated under the laws of Iowa authorize to do business within the State of Iowa, with its principal place of business at 1351 Iowa Speedway Drive, Newton, Iowa 50208, 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 Potable Water on secondary route 190th St., from 276' W. of Hwy 65 E. to 69973 190th Street, a distance of 1.20 L.E. 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:
Directional boring from South ROW line to North ROW line under 190th Street (County Hwy E-29), installing a 1" PVC water service line through 2" PVC encasement, a minimum of 5 feet deep, between Sections 17 & 20, T84N, R21W. See attached Plan Sheet.
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.
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 on top of the road shoulder so as to be within approximately two-feet of the pavement edge.

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 8-31-2023

Iowa Regional Utilities Association
Name of Company (Applicant - Permittee)

Gayla E. Hannagan
by Gayla E. Hannagan, Phone no. 641-792-70
Permit Manager

Recommended for Approval:

Date 8-31-23

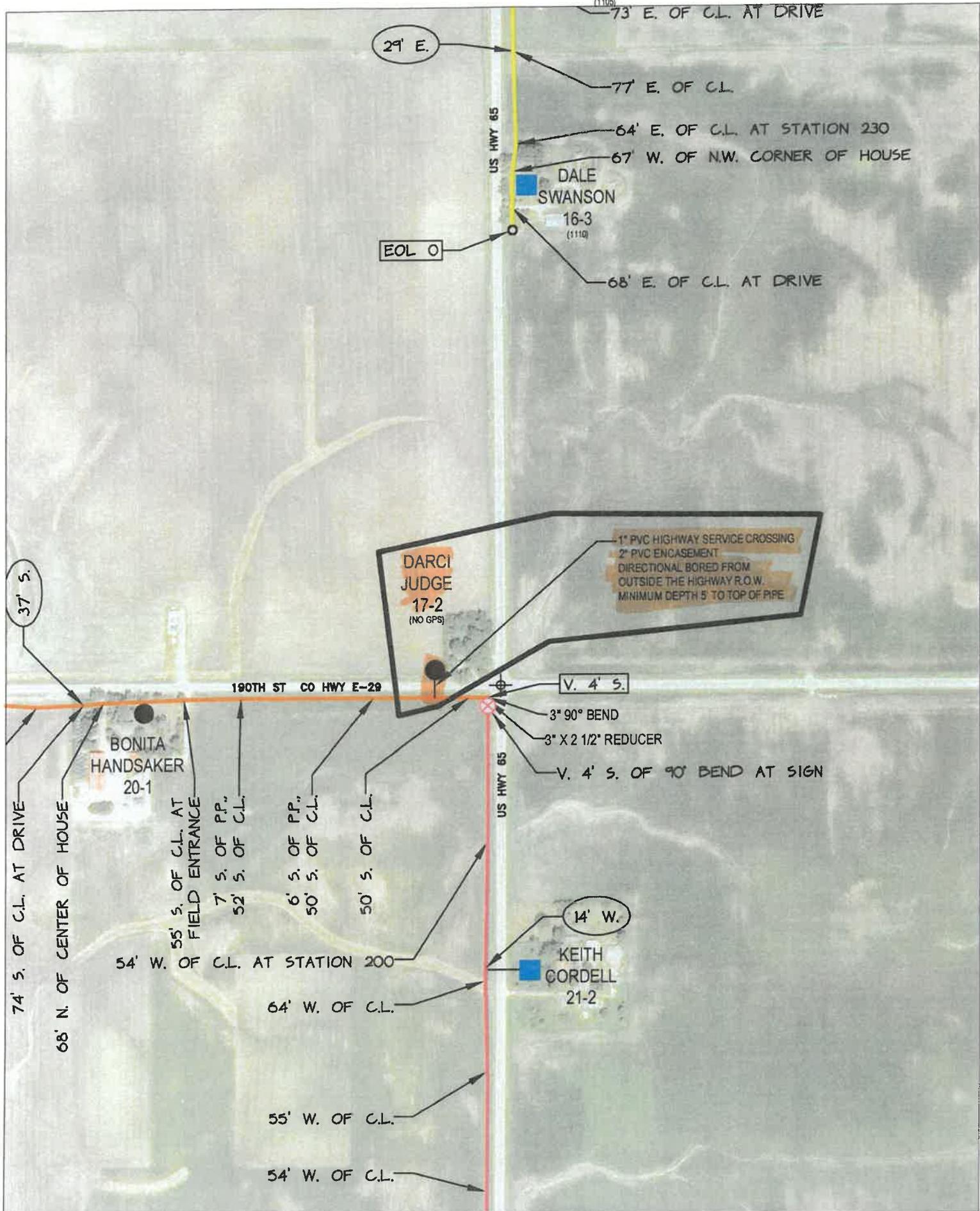
Paul Miller
County Engineer Phone no. 515-382-7355

Approved:

Date 9-12-23

Paul Miller
Vice-Chair, Board of Supervisors
Story County, Iowa

Three (3) copies of this form will be required for each installation. A plat shall be attached to each copy submitted.

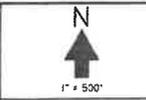


SHEET
233
PARTIAL

REVISED BY
DRAWN BY
G.M.K.
05/19/2022

IOWA REGIONAL UTILITIES ASSOCIATION
1351 IOWA SPEEDWAY DRIVE, NEWTON, IOWA 50208-8245
(641) 792-7011

STORY COUNTY



STORY COUNTY UTILITY PERMIT

Date 9/8/23

To the Board of Supervisors, Story County, Iowa:

The Iowa Regional Utilities Association Company, incorporated under the laws of Iowa authorize to do business within the State of Iowa, with its principal place of business at 1351 Iowa Speedway Drive, Newton, Iowa 50208, 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 Potable Water on secondary route 305th St, from North ROW Line to South ROW Line, a distance of 120 L.F. in miles. 2 places crossing under 305th Street, equals a total of 240 L.F.

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: Directional boring from North ROW line to South ROW line in 2 places, crossing under 305th street, installing 2, 1" PVC water service lines, a minimum of 5 feet deep, between Sections 9 & 16, T82N, R22 W. See attached Plan Sheet.
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.
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 on top of the road shoulder so as to be within approximately two-feet of the pavement edge.

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 9-7-2023

Iowa Regional Utilities Association
Name of Company (Applicant - Permittee)

Gayla E. Hannagan
by Gayla E. Hannagan, Phone no. 641-792-7011
Permit Manager

Recommended for Approval:

Date 9-8-23

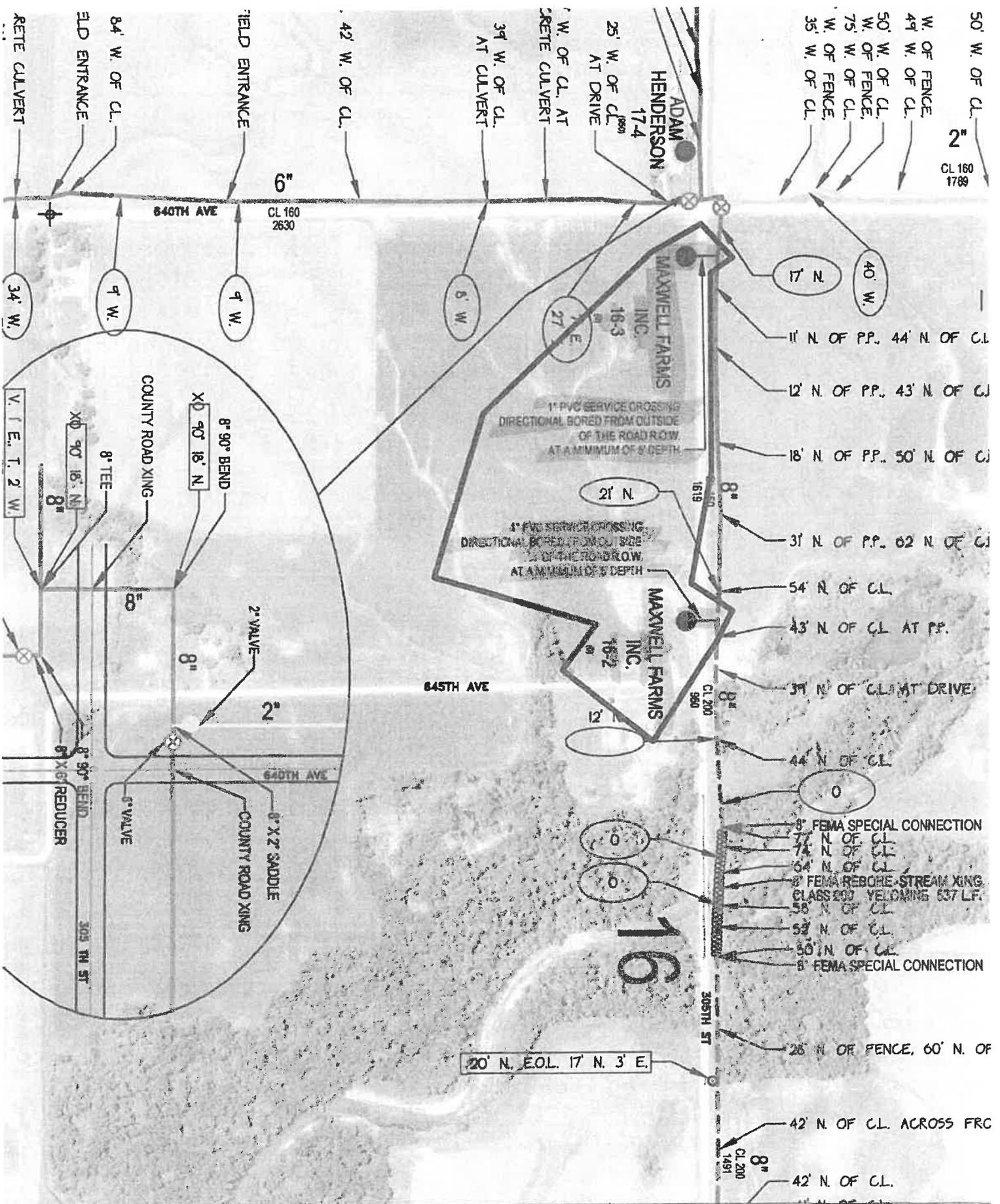
Dennis
County Engineer Phone no. 515-382-7355

Approved:

Date 9-12-23

Mike
Chair, Board of Supervisors
Story County, Iowa

Three (3) copies of this form will be required for each installation. A plat shall be attached to each copy submitted.



SHEET 235 PARTIAL

DESIGNED BY
CHKD
9/9/2003

REVISIONS BY
DATE
10/13/2008

CENTRAL IOWA WATER ASSOCIATION
 3801 IOWA SPEEDWAY DRIVE, NEWTON, IOWA 50208-8245
 (641) 792-7011

STORY COUNTY

1" = 200'
 N

**RESOLUTION NO. 24-21
APPROPRIATIONS AMENDMENT**

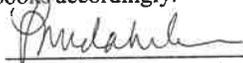
WHEREAS, Resolution No. 23-103 dated June 27, 2023 set appropriations by department for Fiscal Year 2024, and

WHEREAS, Resolution No. 24-19 dated September 5, 2023 amended appropriations by department for Fiscal Year 2024, and

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Story County, Iowa, to amend department appropriations by the following amounts:

<u>Dept. # & Name</u>	<u>\$ Amount</u>	<u>Dept. # & Name</u>	<u>\$Amount</u>
01 - Bd of Supervisors	631,352	02 - Auditor	706,497
03 - Treasurer	577,873	04 - Attorney	1,733,575
05 - Sheriff	5,708,071	07 - Recorder	257,895
08 - Animal Control	341,777	20 - County Engineer	6,980,920
21 - Veteran Affairs	69,949	22 - Conservation Bd	2,913,826
23 - Environmental Health	239,692	24 - IRVM	167,377
25 - General Assistance	252,717	50 - Human Serv Center	406,450
51 - Facilities Management	497,570	52 - Information Technology	901,820
53 - Plan & Development	217,312	54 - Justice Center Fac	535,532
59 - DHS	32,600	61 - Juvenile Court Serv	70,025

The above resolution was adopted by the Board of Supervisors of Story County, Iowa, on the 12th day of September, 2023 and the Auditor is directed to correct her books accordingly.



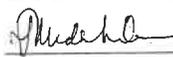
Chairperson, Board of Supervisors

Attest: 

County Auditor

ROLL CALL	Latifah Faisal	Yea ✓	Nay	Absent
FOR ALLOWANCE	Lisa Heddens	Yea ✓	Nay	Absent
	Linda Murken	Yea ✓	Nay	Absent

ALLOWED BY VOTE
OF BOARD Yea 3 Nay 0 Absent 0

 Above tabulation made by 
CHAIRPERSON



Department of Information Technology
Administration Building
900 6th Street, Nevada, Iowa 50201

Ph. 515-382-7300 Fax 515-382-7349
www.storycountyia.gov

9/7/2023

Information Technology Quarterly Report

September 12, 2023

Multi-factor Authentication

We are continuing to roll out MFA implementation across the County. We had to pause for a few weeks as we ran out of tokens and the new ones were backordered. They arrived last week and we are continuing to implement MFA. Conservation and Engineering are the last remaining offices to be completed. The two options for the second factor will be a code sent to a cell phone or a code sent to a fob/token.

Incident Response Review

IT is working on an updated incident response exercise. We are focusing on ransomware as we feel this would be the biggest threat to our systems.

New HRIS Software

IT is working with HR and the Auditor's Office to find a new HRIS software package that will replace what we use now. So far, we have watched demos for three different software solutions. HR has defined their needs and we will ask the vendors to do a second demonstration to focus on specific areas.

Training and Personal Development

Tim and Clint are registered for Cybersecurity management classes through the Professional Development Academy. Classes start late September and run for several weeks.

Dean is participating in Team Story and hopes to contribute to its success.

Public Auction

IT is continuing to list items on public auction after charitable donations are made. We recently listed several older laptops/tablets and other internal components which are selling quite well. We have sold over \$500 in used IT equipment since June 2023.



Department of Information Technology
Ph. 515-382-7300 Fax: 515-382-7349

Microsoft 365

IT is reviewing options and meeting with vendors to see if this is a good fit for Story County. Preliminary cost estimates show that we may have to pay up to 4 times more than we currently are for licensing. This does not include the cost for network upgrades. Once we have more information we will include the Board in discussions on how it fits the needs for Story County.

Hardware Updates

Firewall Replacements (2) – complete

Core Switch replacements (3) – Fall 2023

Floor network switches (4) – Fall 2023

Server and Storage installs and equipment returns (MAPSG) – complete

County Backup & Storage refresh – Fall 2023

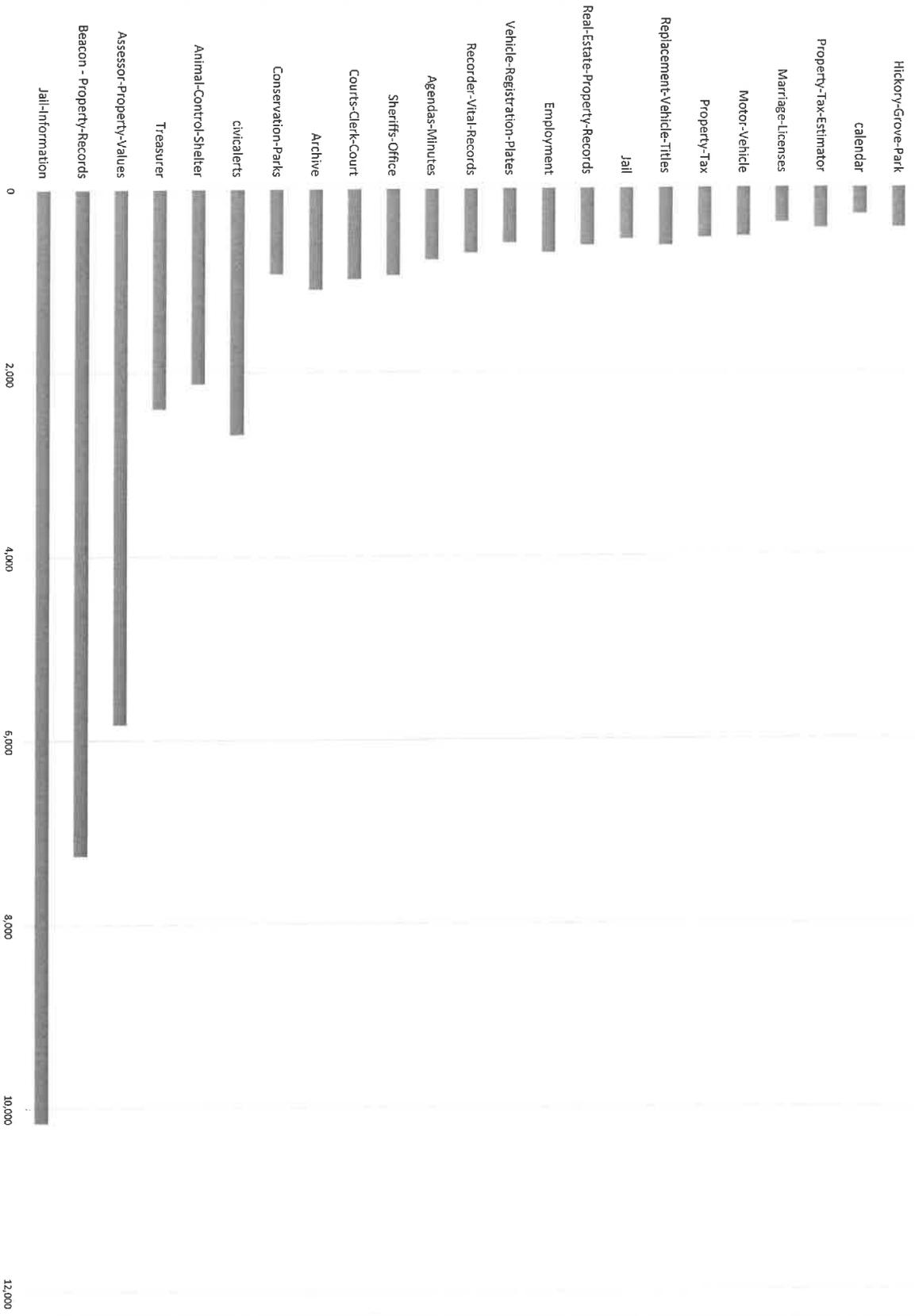
Desk Phone Replacement – Complete

Desktop/laptop Replacements – approximately 50 for FY2024 (5-yr. rotation)

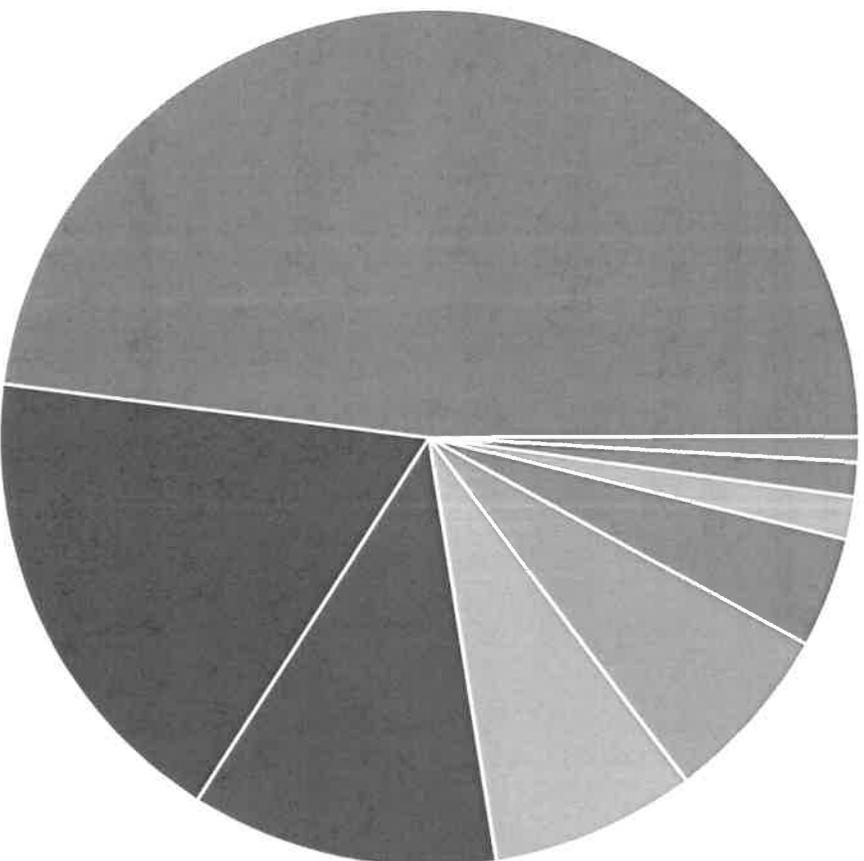
****Reminder****

IT needs to be involved in the discussions of items that would utilize network resources. For example, security cameras, cloud-based software, additional staff. We have to be able to calculate the bandwidth needs in order to size our fiber access accordingly. Some networks in geographic areas are easier to expand than others.

Unique Pageviews

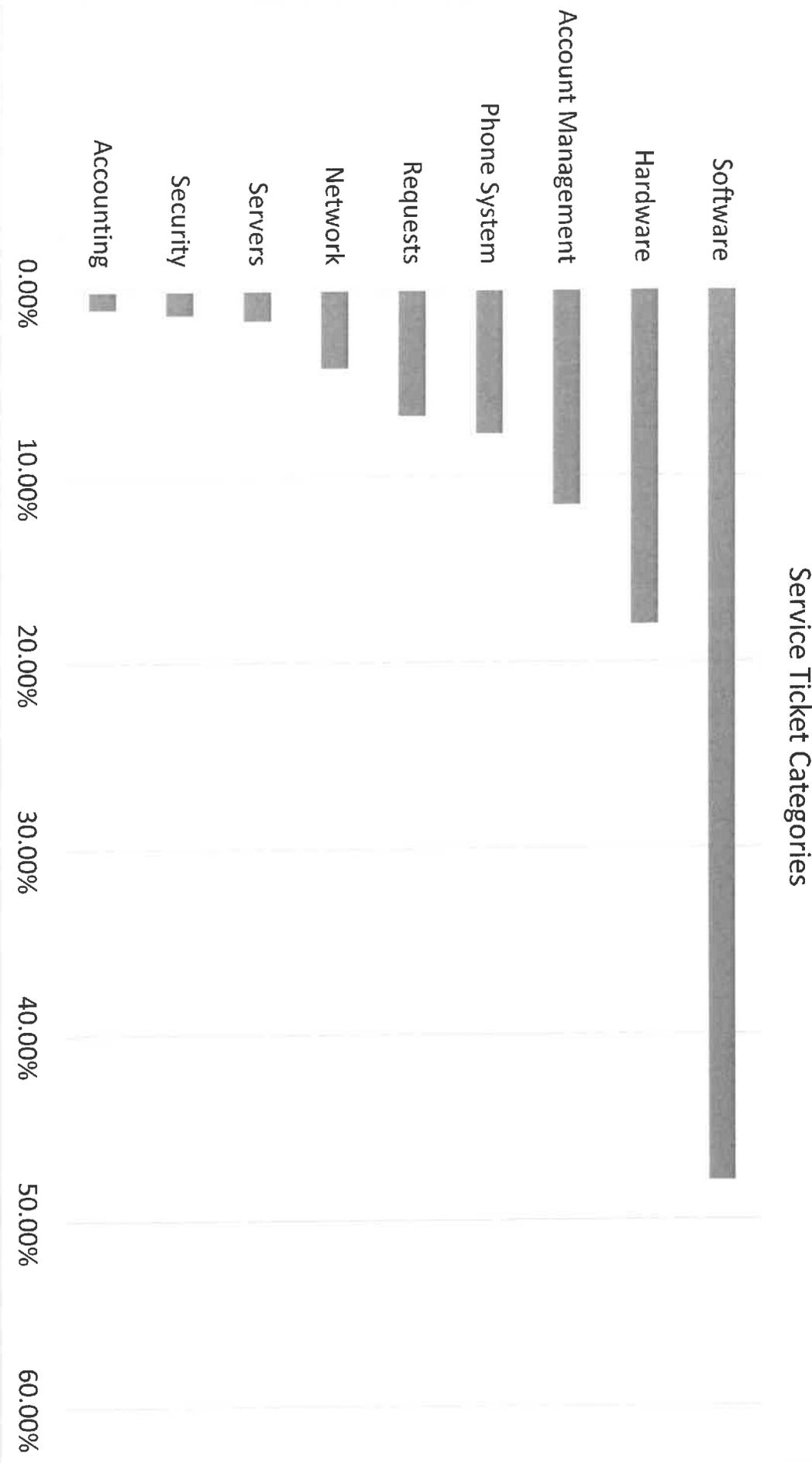


Service Ticket Categories



- Accounting
- Security
- Servers
- Network
- Requests
- Phone System
- Account Management
- Hardware
- Software

Service Ticket Categories



Auction #	Title	End Date	Per Item	Qty	Tax Totals	Total Price	Receipt #	Rcpt Info
3301956	FUJITSU LIFEBOOK T726 i5-6300U 8Gb Ram 128GB SSD	07/10/2023	\$20.50	1	\$1.36	\$24.01	219	07/10/2023 Credit Card Payment
3301957	FUJITSU LIFEBOOK T726 i5-6300U 8Gb Ram 128GB SSD	07/10/2023	\$7.15	1	\$0.49	\$8.64	219	07/10/2023 Credit Card Payment
3301958	FUJITSU LIFEBOOK T726 i5-6300U 8Gb Ram 128GB SSD	07/10/2023	\$7.15	1	\$0.49	\$8.64	219	07/10/2023 Credit Card Payment
3301980	Lenovo ThinkPad Edge 15 031946U i3-M380 4Gb Ram 160GB HDD	07/10/2023	\$41.00	1	\$2.72	\$48.03	219	07/10/2023 Credit Card Payment
3301955	FUJITSU LIFEBOOK T726 i5-6300U 8Gb Ram 128GB SSD	07/10/2023	\$5.50	1	\$0.39	\$6.89	220	07/10/2023 Credit Card Payment
3301953	FUJITSU LIFEBOOK T726 i5-6300U 8Gb Ram 128GB SSD	07/10/2023	\$5.50	1	\$0.39	\$6.89	221	07/10/2023 Credit Card Payment
3301947	Surface Pro 4 Model 1724 i5-6300U 8Gb Ram 256GB SSD	07/10/2023	\$100.00	1	\$6.63	\$117.13	222	07/11/2023 Credit Card Payment
3302018	Surface Pro 5 Model 1796 i5-7300U 8Gb Ram 256GB SSD	07/10/2023	\$147.50	1	\$9.78	\$172.77	223	07/19/2023 Credit Card Payment
3337094	HP EliteDesk 705 G4 SFF (Ryzen 7 PRO 2700, 16GB RAM, 256GB NVME)	08/30/2023	\$41.00	1	\$3.18	\$48.49	224	08/30/2023 Credit Card Payment
3337089	3 - B450 Motherboards with RAM and CPU	08/30/2023	\$56.00	1	\$4.34	\$66.22	225	08/31/2023 Credit Card Payment
			\$431.30		\$29.77	\$507.71		