The Board of Supervisors met on 8/8/17 at 10:00 a.m. in the Story County Administration Building. Members present: Marty Chitty, Lauris Olson, and Rick Sanders with Sanders presiding. (all audio of meetings available at storycountyiowa.gov).

<u>KNAPP TEDESCO ANNUAL INSURANCE PRESENTATION</u> – Steve Goodhue, President and Owne, Andrew Ricklefs, Commercial Account Executive, and Susan Hosher, Commercial Account Manager, presented a review of claims, workers compensation, coverage, and recent data trends.

<u>MINUTES</u>: 8/1/17 Minutes – Chitty moved, Olson seconded approval of the minutes as presented. Motion carried unanimously (MCU) on a roll call vote.

<u>PERSONNEL ACTIONS:</u> (1) Pay adjustment in (a) Attorney's Office, effective 8/20/17, for Benjamin Matchan at $2,471.54/bw; (b) Auditor's Office, effective 8/20/17, for Michelle Bellile at $20.00/hr; (c) Facilities, effective 8/20/17, for Ronnie Dolph at $20.84/hr and Shelley Grimard at $18.18/hr; (d) Information Technology, effective 8/20/17, for Paula Habermann at $25.66/hr; (e) Secondary Roads, effective 8/20/17, for Roger Holland at $29.27/hr; (f) Sheriff's Office, effective 8/20/17, for Benjamin Boelkes at $2,679.74/bw and Joshua Houston at $2,650.84/bw; (g) Treasurer's Office, effective 8/20/17, for Jennifer DeVries at $17.63/hr. Olson moved, Chitty seconded approval of Personnel Actions as presented. Roll call vote. (MCU)

<u>CLAIMS</u>: 8/10/17 Claims of $1,044,071.00 (run date 8/4/17, 24 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from BooST Early Childhood ($2,239.00), Central Iowa Drug Task Force (CIDTF) ($534.90), Emergency Management ($272.87), E911 Surcharge ($3,608.52), County Assessor ($2,177.10), and City Assessor ($19,116.78). Olson moved, Chitty seconded approval of Claims as presented. Roll call vote. (MCU)

Chitty moved, Olson seconded the approval of the Consent Agenda as presented.

1. **Application for annexation into the City of Kelley for the Secondary Roads Shed**
2. **New Flooring at Conservation - McFarland Park from Carpet One Floor & Home for $17,049.96 (unbudgeted)**
3. **Resolution #18-17, Repealing Resolution #18-16 and Setting a Public Hearing for the Consideration of Proposed Plans, Specifications and Form of Contract for Generator at the Human Services Center (HSC) and Authorization to Release Invitation for Bids, and Set Bid Opening Date of 9/5/17**
4. **Safety Improvement at Railroad Crossing on 190th Street**
5. **Safety Improvement at Railroad Crossing on Dubois Avenue in McCallsburg**
6. **Cooperative Agreement #18CRDLWBMBALM-000 between the Iowa Department of Natural Resources and Story County Conservation Board for $28,526.50, effective 8/10/17-5/31/18 for Shoreline Stabilization and Gully Erosion Structures at Hickory Grove Lake**
7. **Resolution #18-19, Setting a Date and Time for Public Hearing for 8/15/17, for First Consideration of Ordinance No. 262 Amending Certain Boundaries of the Official Zoning Map of Story County, Iowa – Donaldson Rezoning**
8. **Utility Permit: #18-18**

Roll call vote. (MCU)

<u>RESOLUTION #18-18, EXPRESSING INTENT TO AUTHORIZE A TAX INCREMENT REVENUE LOAN AGREEMENT IN THE AMOUNT NOT TO EXCEED $1,500,000.00</u> – Leanne Harter, County Outreach and Special Projects Manager, presented the resolution and outlined the process and timeline. Sanders opened the public hearing at 10:27 a.m., and, hearing none, he closed the public hearing at 10:27 a.m. Olson moved, Chitty seconded the approval of Resolution #18-18. Roll call vote. (MCU)

<u>QUOTE BETWEEN ASSOCIATED COMPUTER SYSTEMS, LTD (ACS) AND INFORMATION TECHNOLOGY (IT) FOR SOFTWARE ANALYSIS AT $4,800.00</u> – Barbara Steinback, IT Director, presented a quote for security evaluation and review of specific software. The evaluation is due to a finding during a security assessment. The analysis may be completed in approximately one month. Chitty moved, Olson seconded the approval of ACS quote. Roll call vote. (MCU)

<u>REQUEST FOR PROPOSAL (RFP) MANUAL AND GUIDELINES</u> – Leanne Harter presented a second draft of the manual and guidelines. Chitty and Olson asked for clarification on specific items. Harter stated that the manual and guidelines, once approved, will need to be reviewed annually. Olson moved, Chitty seconded adoption of the manual and guidelines, pending seven-day review. Roll call vote. (MCU)

<u>INTEGRATED ROADSIDE VEGETATION MANAGEMENT (IRVM) QUARTERLY REPORT</u> – Joe Kooiker, Weed Commissioner, reported on annual statistics, drainage ditch maintenance, roadside maintenance, and future projects. Mike Cox, Conservation Director, spoke about seed sources for future projects, including the Tedesco Environmental Learning Corridor.

<u>LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS</u>: Chitty noted meetings of the Ames Economic Development Commission (AEDC) meeting, housing project, and Crestview Mobile Home Park. He thanked Facilities Management staff for installation of displays about the Administration Building construction in 1967. Olson reported on a county opioid task force meeting. Sanders reported on intentional stover burnings.

Chitty moved, Olson seconded to adjourn at 11:13 a.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Agenda
8/8/17

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

2. PLEDGE OF ALLEGIANCE:

3. PUBLIC COMMENT #1:
   This comment period is for the public to address topics on today's agenda

4. Knapp Tedesco Annual Insurance Presentation - Steve Goodhue, Andrew Ricklefs, And Susan Hosher

   Department Submitting Board of Supervisors

   Documents:

   KT INSURANCE PRESENTATION.PDF

5. CONSIDERATION OF MINUTES:

   I. 8/1/17 Minutes

      Department Submitting Auditor

6. CONSIDERATION OF PERSONNEL ACTIONS:

   I. Action Forms
      (1) Pay adjustment in (a) Attorney's Office, effective 8/20/17, for Benjamin Matchan at $2,471.54/bw; (b) Auditor's Office, effective 8/20/17, for Michelle Bellile at $20.00/hr; (c) Facilities, effective 8/20/17, for Ronnie Dolph at $20.84/hr and Shelley Grimard at $18.18/hr; (d) Information Technology, effective 8/20/17, for Paula Habermann at $25.66/hr; (e) Secondary Roads, effective 8/20/17, for Roger Holland at $29.27/hr; (f) Sheriff's Office, effective 8/20/17, for Benjamin Boelkes at $2,679.74/bw and Joshua Houston at $2,650.84/bw; (g) Treasurer's Office, effective 8/20/17, for Jennifer DeVries at $17.63/hr.

      Department Submitting HR

7. CONSIDERATION OF CLAIMS:

   I. 8/10/17 Claims

      Department Submitting Auditor

      Documents:

      CLAIMS 081017.PDF

8. 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 Application For Annexation In The City Of Kelley For The Secondary Roads Shed

Department Submitting Engineer

Documents:

KELLEY SHED ANNEX APP.PDF

II. Consideration Of A Quote For New Flooring At Conservation-McFarland Park From Carpet One Floor & Home For $17,049.96 (Budgeted)

Department Submitting Facilities Mgmt.

Documents:

CARPET ONE.PDF

III. Consideration Of Resolution #18-17 Repealing Resolution #18-16 And Setting A Public Hearing For The Consideration Of Proposed Plans, Specifications, And Form Of Contract For Generator At The Human Services Center (HSC) And Authorization To Release Invitation For Bids, And Set Bid Opening Date Of 9/5/17

Department Submitting Board of Supervisors

Documents:

RESOLUTION FOR PUBLIC HEARING FOR HSC GENERATOR.PDF

IV. Consideration Of Safety Improvement At Railroad Crossing On 190th Street

Department Submitting Engineer

Documents:

RR 190TH ST. MILEPOST 113.88.PDF

V. Consideration Of Safety Improvement At Railroad Crossing On Dubois Ave. In McCallsburg

Department Submitting Engineer

Documents:

RR DUBOIS AVE MCCALLSBURG.PDF

VI. Consideration Of Cooperative Agreement #18CRDLWBMBALM-000 Between The Iowa Department Of Natural Resources And Story County Conservation Board For $28,526.50 Effective August 10, 2017-May 31, 2018 For Shoreline Stabilization And Gully Erosion Structures At Hickory Grove Lake

Department Submitting Conservation

Documents:

18CRDLWBMBALM0001.PDF
HICKORY GROVE LAKE PLANS.PDF
URGE MEMO DNR AGREEMENT 18CRDLWBMBALM0001.PDF

VII. Consideration Of Resolution #18-19, Setting A Date And Time For Public Hearing For August 15, 2017, For First Consideration Of Ordinance No. 262 Amending Certain Boundaries Of The Official Zoning Map Of Story County Iowa – Donaldson Rezoning

Department Submitting Planning and Development

Documents:

RESOLUTION 18 19 SETTING PUBLIC HEARING.PDF

VIII. Consideration Of Utility Permit(S): #18-018

Department Submitting Engineer

Documents:

UT 18 018.PDF

9. PUBLIC HEARING ITEMS:

I. Consideration Of Resolution #18-18 Expressing Intent To Authorize A Tax Increment Revenue Loan Agreement In The Amount Not To Exceed $1,500,000.00 - Leanne Harter

Department Submitting Board of Supervisors

Documents:

RESOLUTION FOR HEARING EXPRESSING INTENT TO AUTHORIZE A TAX INCREMENT REVENUE LOAN AGREEMENT.PDF

10. ADDITIONAL ITEMS:

I. Discussion And Consideration Of Quote Between ACS And Information Technology For Software Analysis At $4800.00 - Barbara Steinback

Department Submitting Information Technology

Documents:

ACSQUOTE.PDF

II. Consideration Of Request For Proposals (RFP) Manual And Guidelines - Leanne Harter

Department Submitting Board of Supervisors

Documents:

11. AGENCY REPORTS:

12. DEPARTMENTAL REPORTS:

    I. IRVM Quarter Report - Joe Kooiker

       Department Submitting Auditor

13. OTHER REPORTS:

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

15. PUBLIC FORUM #2:
    Comments from the Public on Items not on this Agenda. The Board may not take any Action on the Comments due to the Requirements of the Open Meetings Law, but May Do So In the Future.

16. 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 Meeting
Board of Supervisors
8/8/17

NAME	ADDRESS
Deb Schildroth	BOS Office
Austin Harrington	Ames Tribune
Jane Purdue	Nevada
Jerry Moore	P&Z
Amelia Schoeneman	P&Z
Barb Steinback	SC IT
Brenda Dyer	AEM
Alissa Verdell	BOS
Susan Fisher	Knapp Todosco
Andrew Ricklefs	Knapp Tedesco
Steve Gauthier	Knapp Tedesco

Story County

Annual Insurance Review

August 8, 2017

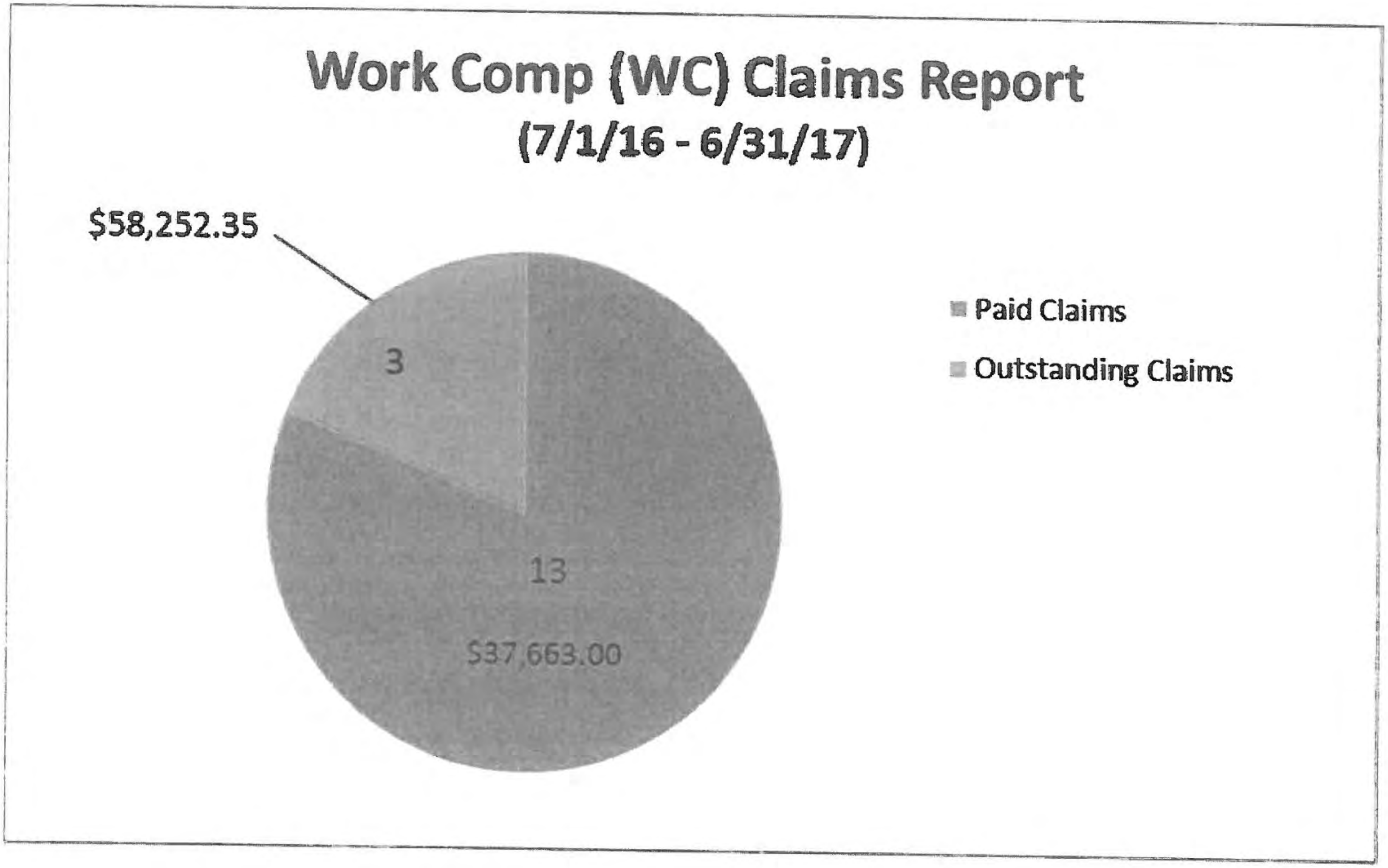
Story County
IOWA · 1853

Knapp Tedesco Insurance

Agenda

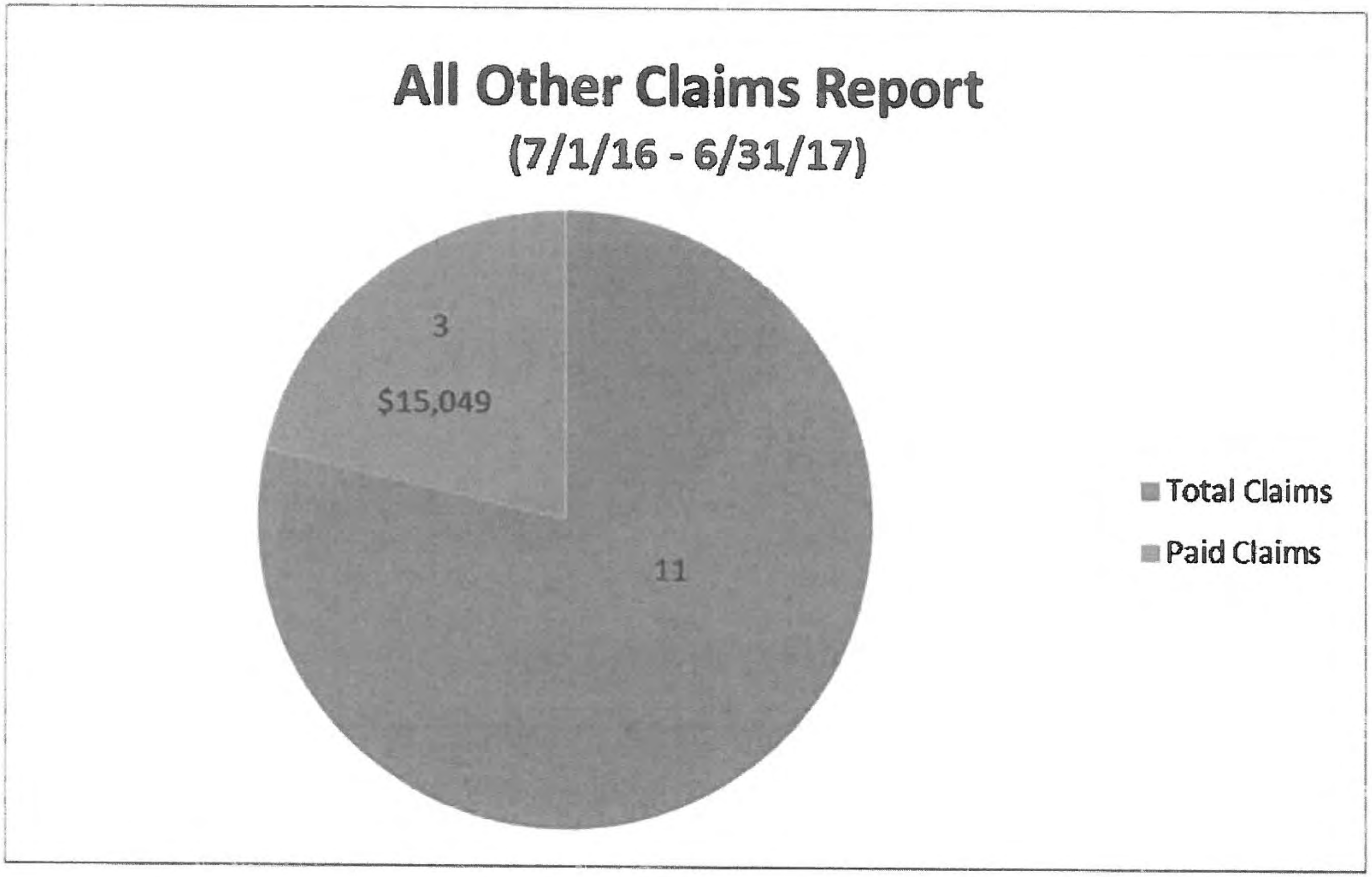
1. Claims Review
2. Workers Compensation Review
3. Coverage Snapshot
4. Premium Summary
5. Safety Initiatives
6. Questions and Answers

WC Claims Review



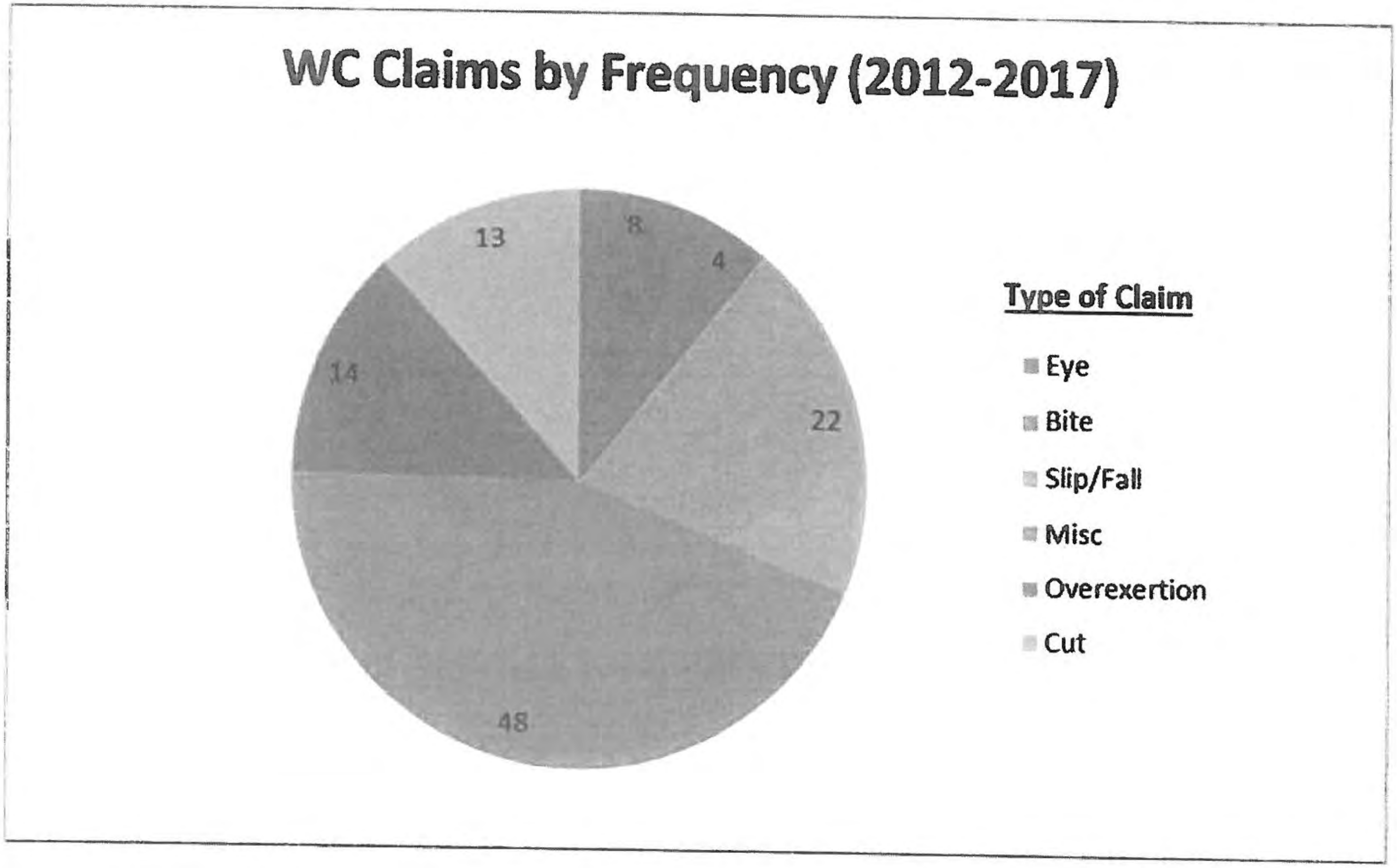
Knapp Tedesco Insurance

All Other Claims Review



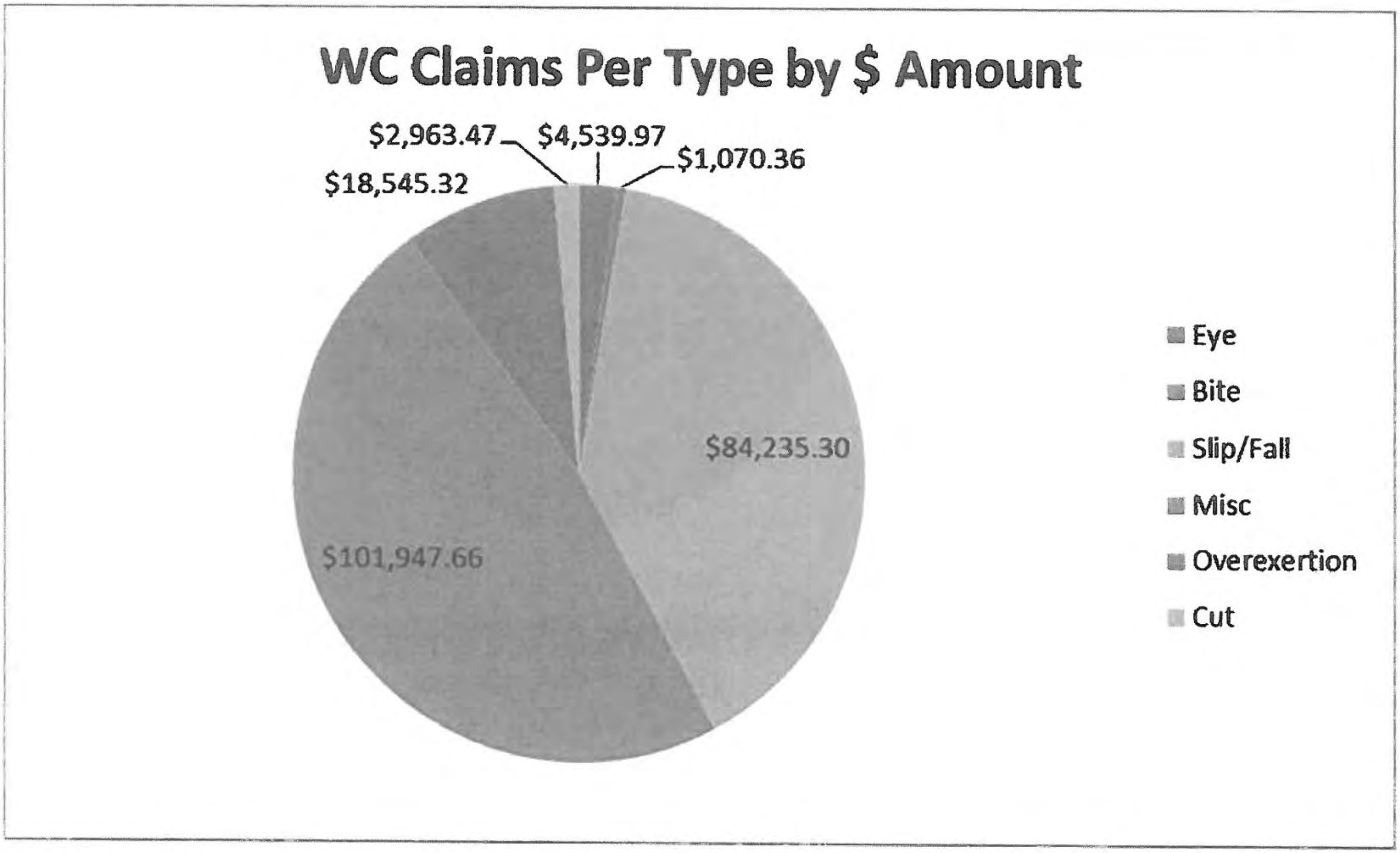
Knapp Tedesco Insurance

WC Claims Trends



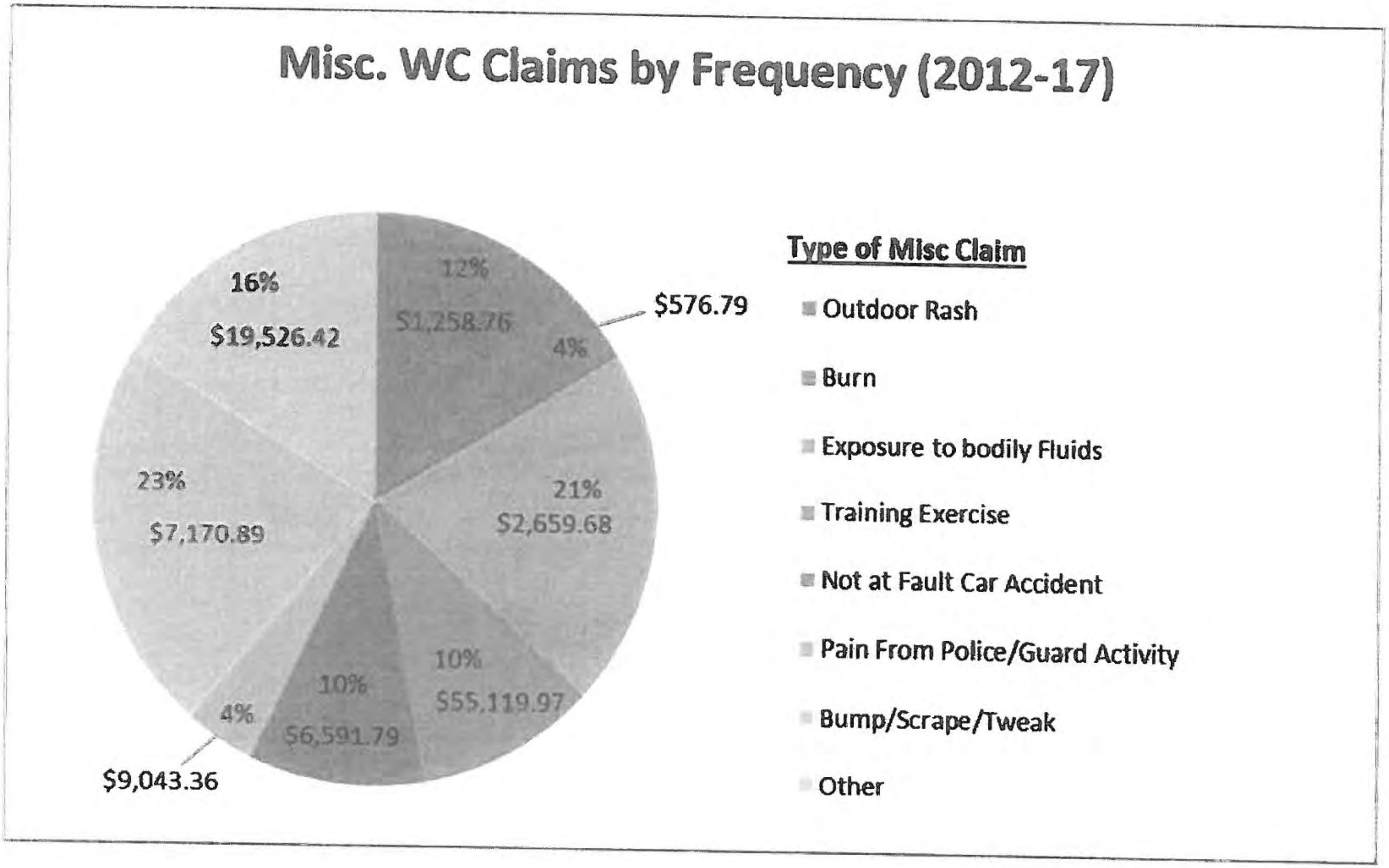
Knapp Tedesco Insurance

WC Claims Trends



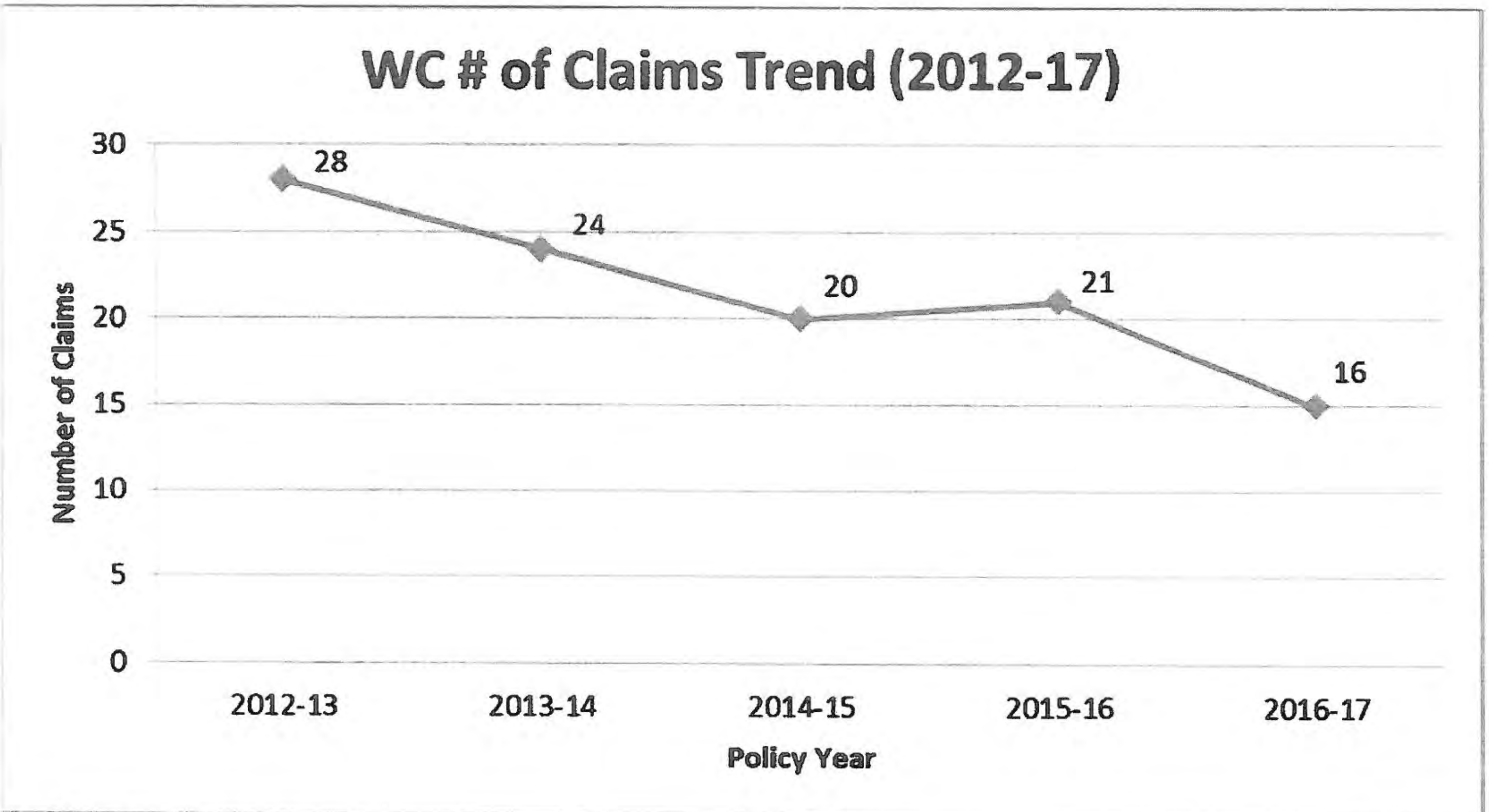
Knapp Tedesco Insurance

WC Claims Review



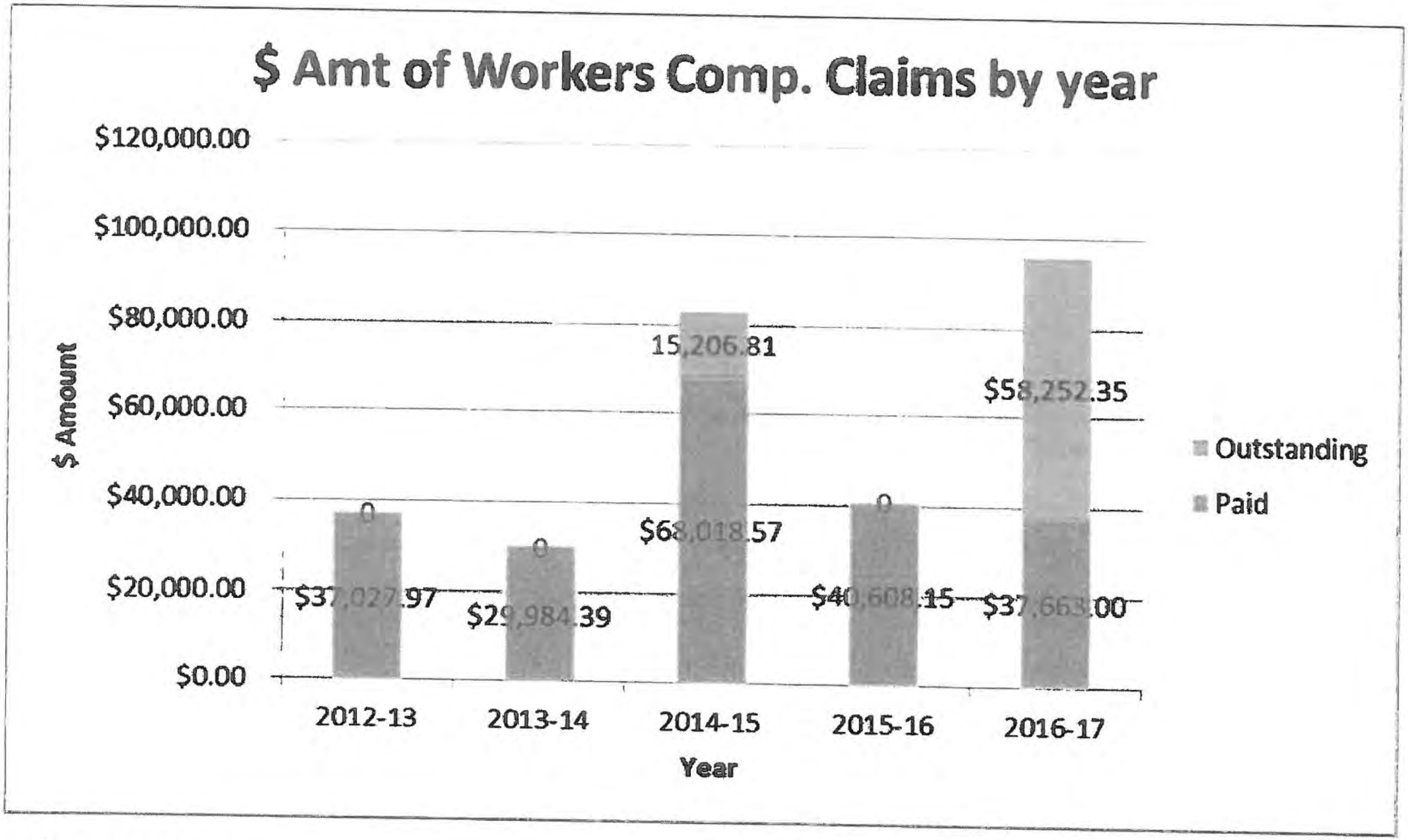
Knapp Tedesco Insurance

Workers Compensation Review



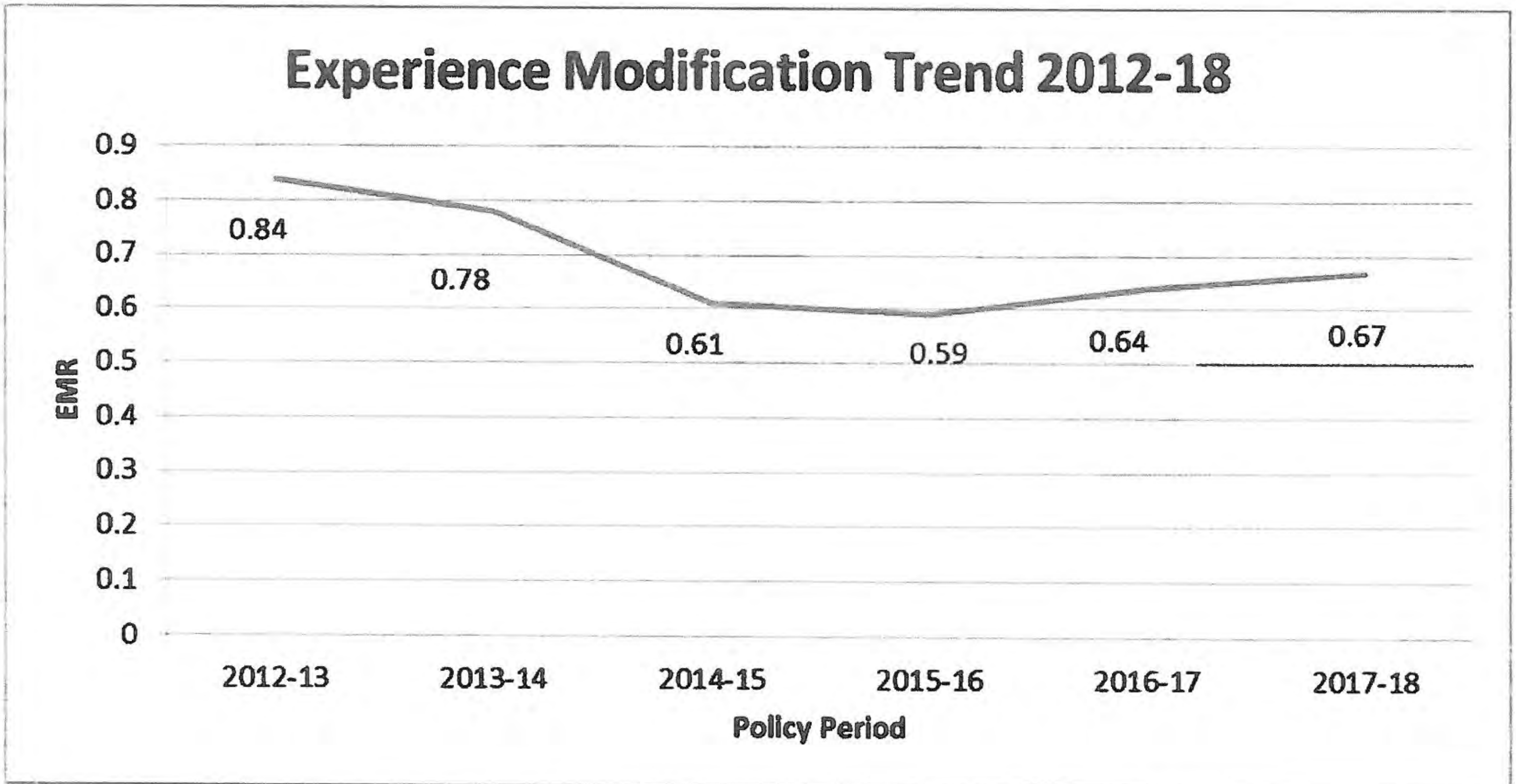
Knapp Tedesco Insurance

Workers Compensation Review



Knapp Tedesco Insurance

Workers Compensation Review



* Projected Experience Mod for 2018-19 is 0.71

Knapp Tedesco Insurance est

Coverage Snapshot

Total Property Coverage:

Building	$49,892,066
Personal Property	$4,260,500
EDP – Hardware	$1,914,677
Fine Arts	$450,000
Miscellaneous Property Scheduled	$5,972,893
Miscellaneous Property Unscheduled	$651,545
Total Insured Value	**$63,141,680**

Total # of Vehicles: **173**

Total # of volunteers insured: **450**

Total Payroll: **$15,807,123**

Knapp Tedesco Insurance

Premium Summary

Carrier/Line	2015-16	2016-17	2017-18
ICAP Package Premium	$276,485	$276,782	$268,861[1][2]
IMWCA WC Premium	$151,734	$162,913	$139,198[3]
Total	**$428,189**	**$439,695**	**$408,059**

---

[1] ICAP premium reduced by CRF voucher totaling $31,562

[2] ICAP premium reflects an adjustment to building values as recommended by ICAP & Knapp Tedesco following Valuations Northwest building appraisal process.

[3] IMWCA total work comp premiums before discounts is $471,634 and is reduced by $332,436 consisting of the following:

- Experience modification rate of .67 reduced workers compensation premium by $155,640
- Longevity & loss experience credits reduced workers compensation premium further by $142,197
- A good experience bonus decreased premium by $34,599 or 20% (18% in 2010-12)

Knapp Tedesco Insurance

Thank You!

Knapp Tedesco Insurance

APPLICATION / REQUEST FOR ANNEXATION
City of Kelley, Iowa

Applicant / Property Owner__________Story County__________

Mailing Address__________900 6th St. Nevada, IA 50201____ Phone____515-382-7200__

Address / Parcel Number / Legal Description of Property to be annexed: Please attach a map of property showing relation to current city limits.

See attached survey

Zoning Classification____A1____ Lot Size____2.91 Acres____

Current structures on the property:

___0___ Residential – if so how many ____________

___0___ Commercial/Industrial Structures – if so how many ____________

___0___ Storage sheds – if so how many ____________

___0___ Towers – if so how many ____________

Are there any easements associated with the property?

___0___ No

______ Yes, please explain. List the entity the easement has been granted to, and any sunset date that may apply.

Are there any known hazards stored on the property?

___x___ NO

______ Yes, please explain.

Are there any known environmental concerns with the property?
___x___ No
______ Yes, please explain.

____________________ 8-8-17
Signature of Applicant Date

Recommended for approval by:

Darren Moon 8-3-17
Darren R. Moon, P.E. Date

____

PLAT OF SURVEY

LOCATION: IN THE SW1/4, SW1/4, SEC. 32-83-24 STORY COUNTY, IOWA

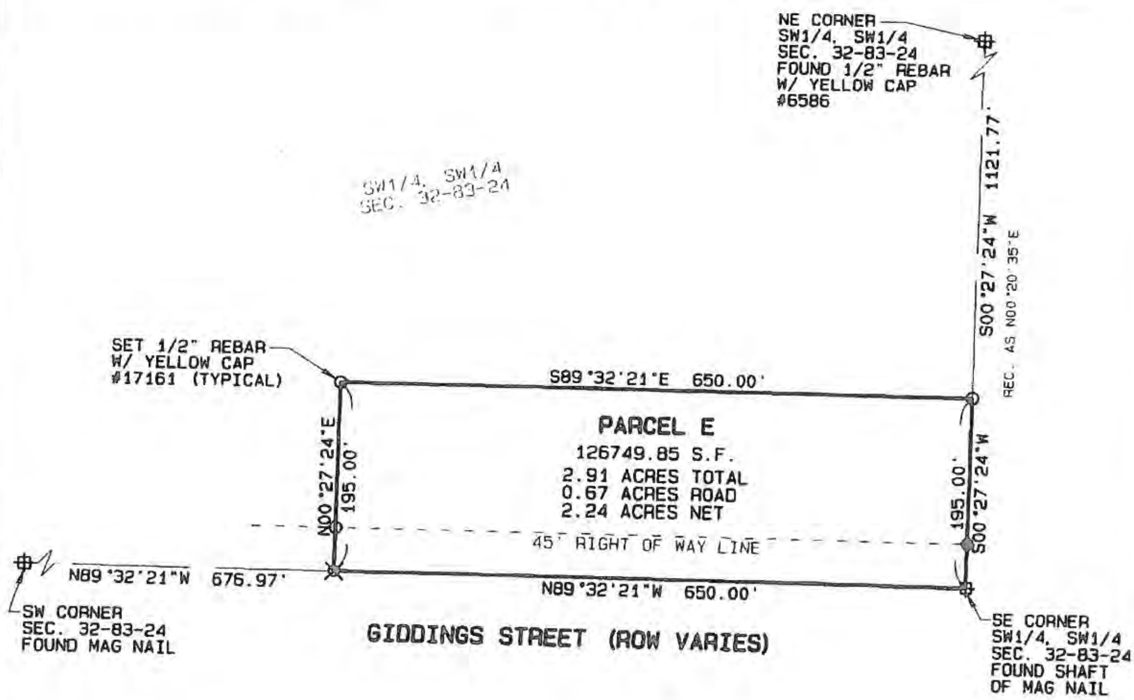
Instrument #: 2017-05982
06/19/2017 09:39:01 AM Total Pages: 1
SURV SURVEYS AND PLATS
Recording Fee: $ 7.00
Stacie Herridge, Recorder, Story County Iowa

PROPRIETOR: COMMITTEE FOR AGRICULTURAL DEVELOPMENT

REQUESTED BY: ETHAN ANDERSON, STORY COUNTY

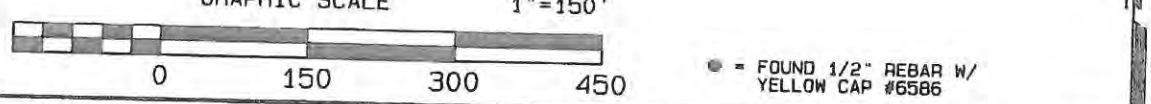
SURVEYOR: R. BRADLEY STUMBO, PLS #17161
STUMBO & ASSOCIATES LAND SURVEYING
P.O. BOX 1664
AMES, IA 50010
515-233-3689

Slide 573 Page 6



Survey Description-Parcel 'E':
A part of the Southwest Quarter of the Southwest Quarter of Section 32, Township 83 North, Range 24 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Beginning at the Southeast Corner of said Southwest Quarter of the Southwest Quarter; thence N89°32'21"W, 650.00 feet along the south line of said Section 32; thence N00°27'24"E, 195.00 feet; thence S89°32'21"E, 650.00 feet to the east line of said Southwest Quarter of the Southwest Quarter; thence S00°27'24"W, 195.00 feet to the point of beginning, containing 2.91 acres, which includes 0.67 acres of existing public right of way.

GRAPHIC SCALE 1"=150'



● = FOUND 1/2" REBAR W/ YELLOW CAP #6586

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

R. Bradley Stumbo License #17161 Date: 6/16/17
My license renewal date is December 31, 2017

R. BRADLEY STUMBO LICENSED 17161 IOWA PROFESSIONAL LAND SURVEYOR

Job #17029 Date: 6/16/17 Fieldwork Completed: 5/23/17 Page 1 of 1

STUMBO & ASSOCIATES LAND SURVEYING

CARPET ONE FLOOR & HOME
2818 S. DUFF AVE.
AMES, IA 50010
Telephone: 515-232-4400 Fax: 515-232-8214

ES621588

ESTIMATE

Sold To	Ship To
STORY COUNTY 900 6TH STREET NEVADA, IA 50201	STORY COUNTY CONSERVATION AMES, IA 50010

Quote Date	Tele #1	PO Number	Quote Number
11/28/16	515-382-7402	OFFICES	ES621588

Inventory	Style/Item	Color/Description	Quantity	Extension
GT154	REMIX	GREATEST CHARCOAL	2,304.00	11,496.96
OFFFICE LIFT CPT TILE INSTALL	OFFICE LIFT CPT TILE INSTALL		2,304.00	4,608.00
CB-XX	JOHNSONITE 1/8" VINYL CB 4" COIL	MEDIUM GREY	600.00	600.00
M001B	ENPRESS PSA - ADHESIVE - 4 GALLON	ADHESIVE 850X	3.00	345.00

No returns on any ordered materials.

APPROVED DENIED
Board Member Initials: AS
Meeting Date: 8-8-17
Follow-up action:

— 07/31/17 — 9:15AM —

Sales Representative(s):
MIKE KNUTSON

Material:	12,441.96
Service:	4,608.00
Misc. Charges:	0.00
Sales Tax:	0.00
Misc. Tax:	0.00
ESTIMATE TOTAL:	**$17,049.96**

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared by Leanne Harter, AICP, CFM, County Outreach and Special Projects Manager, 900 6th Street, Nevada, Iowa 50201 515-382-7247

STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER 18-17 (REPEALING RESOLUTION NUMBER 18-16)

Setting public hearing for August 15, 2017, for the Consideration of Proposed Plans, Specifications, and Form of Contract for Generator at the Human Services Center (HSC) and Authorization to Release Invitation for Bids, and Set Bid Opening Date of September 5, 2017

WHEREAS, the Story County Board of Supervisors of Story County, Iowa, entered into a contract with Roseland, Mackey, Harris Architects, PC for services to design, prepare plans, specifications, and bid documents for the generator at the Human Services Center (HSC);

AND WHEREAS, Roseland, Mackey, Harris Architects, PC has completed design and has developed plans and specifications ready for review; and

AND WHEREAS, notice of a Public Hearing by the Story County Board of Supervisors on the proposed plans, specifications, and bid documents for the generator at the Human Services Center (HSC) is heretofore given in compliance with the provisions of the *Code of Iowa*;

NOW THEREFORE BE IT RESOLVED that a public hearing on this matter be held on the 15th day of August, 2017, in the Public Meeting Room of the Story County Administration Building, 900 6th Street, Nevada, Iowa, at 10:00 AM.

IT IS FURTHER RESOLVED that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution upon its approval by the Board of Supervisors.

Dated this 8th day of August 2017.

Board of Supervisors

Attest: Story County Auditor

Moved by: Chitty
Seconded by: Olson
Voting Aye: Chitty, Olson, Sanders
Voting Nay: ---
Absent: ---

AGREEMENT

between

STATE OF IOWA

Iowa Department of Transportation

and

STORY COUNTY, IOWA

and

UNION PACIFIC RAILROAD COMPANY

for the construction and cost participation covering the

installation of safety improvements at the railroad crossing at

Milepost 113.88 on 190th Street and the COMPANY's track in

Story County, Iowa and for reimbursement under 23 USC Section 130

Project No.: RRP-RR15(197)--8A-00 **U.S. DOT No. 876085A**

STATE Contact Person: Jim Gibson

Iowa Department of Transportation

800 Lincoln Way

Ames, IA 50010

Office Telephone No. 515-239-1549

COMPANY Contact Person: Kyle Nodgaard

Address: 1400 Douglas Street, Omaha, NE 68179

Telephone No.: 402-544-2029

HIGHWAY AUTHORITY Contact Person: Darren Moons, County Engineer

Address: 837 North Avenue, Nevada, Iowa 50201 Telephone No.: 515-382-7355

RRP(197) UP

AGREEMENT

SECTION 1. Contracting Parties

This Agreement is between the State of Iowa acting by and through the Iowa Department of Transportation, hereafter called the STATE, and Union Pacific Railroad Company, hereafter called the COMPANY, and Story County, Iowa acting through the Board of Supervisors, hereafter called the HIGHWAY AUTHORITY.

IN CONSIDERATION OF the mutual promises contained herein the COMPANY and the STATE and the HIGHWAY AUTHORITY agree as follows:

SECTION 2. Purpose of Agreement

The STATE, the HIGHWAY AUTHORITY and the COMPANY enter into this Agreement for the purpose of installing two automatic gate units with 12" LED flashing light signals controlled by prediction circuitry and other necessary track circuit equipment at the 190th Street crossing of COMPANY tracks in Story County, Iowa. The STATE agrees to secure funds under 23 USC Section 130 for the costs of this construction. The work shall hereinafter be referred to as the Project. The STATE and the COMPANY agree the COMPANY costs for accounting labor and bill reproduction will be billed at the STATE approved additive rate.

It is specifically understood and agreed that the COMPANY shall have no obligation to perform any individual Project until such time as the agreement is fully executed by all parties identified.

SECTION 3. Preliminary Engineering

Preliminary Engineering includes production of site plans, cost estimates and circuit plans prepared by the COMPANY for the specified location. The site plan portion of the Circuit Plan (front sheet) and the cost estimate labeled as Exhibit "A" shall be attached and by this reference incorporated into this Agreement.

SECTION 4. COMPANY Responsibility

The COMPANY or its consultant shall provide all engineering, materials, and labor to construct the Project. The Project shall be constructed in a good workmanlike manner in accord with COMPANY standards, and with Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways (23 CFR 655F).

SECTION 5. HIGHWAY AUTHORITY Responsibility

The HIGHWAY AUTHORITY shall insure that all pavement markings are properly painted and advanced warning signs are in place and maintained as required by Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways. The HIGHWAY AUTHORITY shall also insure clear motorist view from the roadway lanes of the new flashing lights installed with the Project. This clear view shall be maintained by the HIGHWAY AUTHORITY for as long as the signals remain at the crossing.

SECTION 6. Notification Requirements

The COMPANY shall notify the STATE's contact person and the HIGHWAY AUTHORITY contact person no later than 14 days prior to the start of the Project at the crossing. The COMPANY shall also notify the STATE's contact person and the HIGHWAY AUTHORITY contact person when the work at the Project location is completed. The STATE's and the HIGHWAY AUTHORITY's contact persons are shown on page 1 of the Agreement.

SECTION 7. Work Start and Completion

The COMPANY shall begin construction of the Project as soon as possible after the STATE gives written authorization to proceed, and shall complete the Project within eighteen (18) months of written authorization to proceed. The Project shall be considered complete when the COMPANY physically completes the work. Costs incurred for work after eighteen (18) months of STATE authorization will not be reimbursed unless the COMPANY has requested and received from the STATE a written extension of the time for completion. The STATE shall have complete discretion and be the sole authority to grant or deny extensions. COMPANY costs incurred for work following time extensions will not be reimbursed.

SECTION 8. Delegation of Work

The COMPANY shall perform the Project work with its own signal forces unless otherwise approved in writing by the STATE.

SECTION 9. Regulations Affecting this Agreement

The Project shall be financed from 23 USC Section 130 Railroad-Highway Crossings Fund as described in Section 14 herein. Regulations of the Federal Highway Administration apply to the Project financed from funds appropriated under Federal Highway legislation and are subject to all applicable STATE laws, rules, and regulations. Specific reference is made to the Code of Federal Regulations (CFR): 23CFR 646B; 23 CFR 140I, 23 CFR 924, 23 CFR 630, 49 CFR 234; Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways (23 CFR 655F); and any supplements or revisions to the Manual issued by the Federal Highway Administration.

SECTION 10. Standard Title VI Assurances

The COMPANY, and all agents of the COMPANY that participate in the project, shall comply with Regulations relative to nondiscrimination in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements pursuant to 49 CFR Subtitle A, Part 21 – to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the STATE.

SECTION 11. Compliance with BuyAmerica Requirements

All portions of the project whether performed by the COMPANY or the COMPANY's contractor shall be performed in compliance with 23 CFR 635.410 and 23 USC 313 as amended by Section 1518 of P.L. 112-141 BuyAmerica Requirements. The COMPANY shall maintain documentation/certification of all products of iron, steel, or a coating of steel that are incorporated into the project for a period of three years after completion of all obligations under this Agreement. The COMPANY shall provide copies of all documentation/certification under this section of this Agreement to the STATE within a reasonable time after the STATE's written request.

SECTION 12. Documentation of Material and Labor

The COMPANY shall document all materials and labor used to complete the Project in accordance with the 23 CFR 140I.

SECTION 13. Project Inspection

The STATE and the HIGHWAY AUTHORITY shall have the right to inspect the Project work at any time. After the Project has been completed the COMPANY shall deliver to the STATE a materials inventory list for the Project. The STATE will arrange an inspection with the HIGHWAY AUTHORITY and COMPANY so it can determine whether the Project complies with the terms of the Agreement and whether the installation is consistent with the material list supplied by the COMPANY. After the Project has been completed the COMPANY shall deliver to the STATE a fully signed "CERTIFICATE OF COMPLETION AND FINAL ACCEPTANCE" supplied by the STATE showing completion in accord with the agreement and acceptance of the work by the HIGHWAY AUTHORITY. The signed certificate shall mean the Project has been satisfactorily completed, and no further work is required. The COMPANY shall also complete and deliver to the STATE the U.S. DOT-AAR CROSSING INVENTORY FORM or furnish this information by other mutually agreeable methods.

SECTION 14. Progressive and Final Payments

It is understood the STATE and the COMPANY enter this Agreement for the use of Federal-Aid 23 USC 130 funds to reimburse the COMPANY for ninety percent (90%) of the total eligible costs for this Project. The COMPANY shall pay ten percent (10%) of the total cost of this Project. The COMPANY shall be required to pay the initial Project costs. The COMPANY shall keep an accurate and detailed account of the actual and necessary material and labor costs incurred in its performance of the work. Project cost records shall be maintained in accord with 23 CFR 140I and separated by Project location.

The COMPANY may submit progressive bills to the STATE for ninety percent (90%) of its material and labor costs for the Project. The billing for material shall be for those materials which have been delivered to the Project location or specifically purchased and delivered to the COMPANY for use on this Project. The STATE shall reimburse the COMPANY for the total eligible cost of these progressive billings.

Upon completion of the Project the COMPANY shall submit a detailed statement to the STATE for reimbursement of ninety percent (90%) of the total actual and necessary expense of the work represented by the items shown in the Exhibit "A".

The STATE shall audit COMPANY records to determine total reimbursable labor and material costs. Reimbursement to the COMPANY shall be governed by the STATE's CERTIFICATE OF AUDIT for the Project location. This Certificate shall establish the eligible

Project cost. The COMPANY shall reimburse the STATE for any justifiable exceptions. The STATE reimbursement to the COMPANY shall not exceed the Federal Highway Administration reimbursement under 23 USC 130.

SECTION 15. Operation and Maintenance

The COMPANY shall operate and maintain the signal improvements at the crossing location in good working order for as long as the HIGHWAY AUTHORITY at the crossing considers the signal improvements necessary. The STATE may pay up to 75 percent of the annual maintenance costs of a signal improvement from the State Grade Crossing Safety Fund for the crossings listed in Exhibit "B" of this Agreement.

SECTION 16. Relocation or Removal of Automatic Warning System

Once installed the signal improvements shall not be removed except in accordance with this section of this Agreement. If a system is no longer necessary the COMPANY may remove it at its own expense. In the event the railroad crossing is abandoned or removed by the COMPANY within ten (10) years from the effective date of the CERTIFICATE OF COMPLETION AND FINAL ACCEPTANCE, the COMPANY shall relocate the applicable system to a site agreed upon by the COMPANY and the STATE. If this system is not relocated the COMPANY shall credit or pay the net salvage value to the STATE for the value of the materials salvaged by the COMPANY.

SECTION 17. Successors In Interest

This Agreement is binding upon all successors and assigns.

SECTION 18. No Prior Representation

This Agreement and its exhibits constitute the entire Agreement between the STATE and the HIGHWAY AUTHORITY and the COMPANY concerning this Project. Any substantial change in the Project as determined by the STATE and the HIGHWAY AUTHORITY must receive prior written approval by the STATE and the HIGHWAY AUTHORITY.

SECTION 19. Effective Date of Agreement

This Agreement shall be effective upon the date of the STATE's execution.

SECTION 20. Notices to Contact Persons

All notices required under this Agreement shall be made to the respective Contact Persons listed on page 1 of this Agreement.

SECTION 21. Termination Due to Lack of Funds

Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, the STATE shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the following: 1. The federal government, legislature or governor fail in the sole opinion of the STATE to appropriate funds sufficient to allow the STATE to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement; or 2. If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the STATE to make any payment hereunder are insufficient or unavailable for any other reason as determined by the STATE in its sole discretion; or 3. If the STATE's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified.

The STATE shall provide the COMPANY with written notice of termination pursuant to this section. The STATE will pay the COMPANY for the STATE share of the non-cancelable obligations allowable under the Agreement and properly incurred by the COMPANY prior to termination.

SECTION 22. Execution Clause

This Agreement may be executed and delivered in two or more counterparts, each of which so executed and delivered shall be deemed to be an original, and all shall constitute but one and the same instrument.

If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of any section, provision, or part thereof not found to be invalid or unconstitutional.

IN WITNESS WHEREOF the COMPANY and the STATE hereto have caused this Agreement to be executed by their duly authorized officers as of the dates below indicated.

Executed by the COMPANY this ____ day of ____________, 20___

Union Pacific Railroad Company

By ______________________

Name and Title

Recommended for approval by:

8-3-17

Darren R. Moon, P.E. **Date**

Executed by the HIGHWAY AUTHORITY this ____ day of ____________, 20___

By ______________________

Name and Title

Rick Sanders

Chair BOS 8/8/17

Story County, Iowa

Executed by the STATE this ____ day of ____________, 20___

STATE OF IOWA

Iowa Department of Transportation

By______________________

Office of Rail Transportation

Material And Force Account Estimate

IADOT

Estimate Creation Date: 7/20/2017 Number: 112984 Version: 1

Estimate Good Until 04/21/18

Location: MASON CITY SUB, SIMN, 105.92-145.71
Buy America: Yes

Description of Work: NEVADA, IA, 190TH STREET, M.P. 113.88, MASON CITY SUBDIVISION, DOT#876085A, WO#38547, PID#102141, (90% IADOT / 10% UPRR)

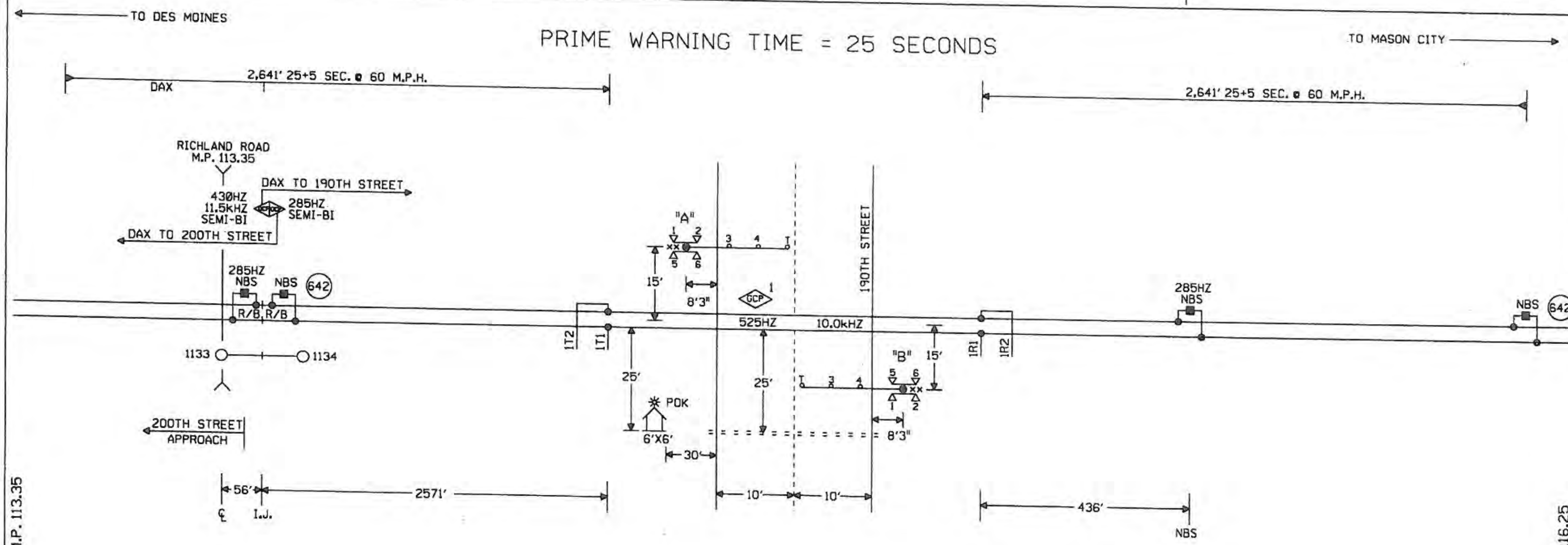
SIGNAL

COMMENTS	Description	QTY	UOM	Unit Cost	LABOR	MATERIAL	TOTAL	UP 10%	Agncy 90%
	Xing - Engineering Design	1	LS	5,575.00	5,575	0	5,575	558	5,018
	Xing - 1 Trk CWE w/Gates	1	EA	131,584.00	41,200	90,384	131,584	13,158	118,426
	Xing - Dax Cable 1000'	3	EA	6,440.00	12,000	7,320	19,320	1,932	17,388
	Xing - Location Removal	1	LS	2,000.00	2,000	0	2,000	200	1,800
	Xing - Fill/Rock/Gravel	1	LS	5,600.00	0	5,600	5,600	560	5,040
	Xing - Meter Service	1	LS	10,000.00	0	10,000	10,000	1,000	9,000
FEDERAL W/O 116.95%	Xing - Labor Additive	1	LS	71,076.36	71,076	0	71,076	7,108	63,969
				Sub-Total =	131,851	113,304	245,155	24,516	220,640
				Totals =	131,851	113,304	245,155	24,516	220,640

Grand Total = $245,155

Disclaimer: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in cost or amount of material or labor required, Agency will pay actual costs at rates effective at the time of construction.

EXHIBIT A-1



CONNECTS TO M.P. 113.35

CONNECTS TO M.P. 116.25

NOTES:

⊗ = TWISTED WIRES
INSULATED 1 TWIST PER FT.
ALL TRACK WIRES 2C. #6

TRANSMITTER AND RECEIVER LEADS TO BE SEPARATED BY AT LEAST 12" IN TRENCH, LENGTHS SHOULD NOT EXCEED MANUFACTURER'S RECOMMENDATION.

TOP OF FOUNDATION TO BE AT SAME ELEVATION AS THE SURFACE OF THE TRAVELED WAY & NO MORE THAN 4" ABOVE THE SURFACE OF THE GROUND.

ALL BUNGALOW WIRING TO BE #16 AWG FLEX UNLESS OTHERWISE SPECIFIED EXCEPT ALL GROUND WIRE TO BE #6 AWG FLEX OR LARGER.

ALL WIRING IN GATE MECHANISM TO BE #10 "AWG FLEX".

REFER TO UP STANDARD DWG FOR BUNGALOW GROUNDING.

PORTABLE GENERATOR EXTENSION CORD FOR 240V TO 240V IS PROVIDED AS WELL AS A 120V TO 240V ADAPTER.

ALL LIGHTS TO BE 12" ROUNDELS.

= = = = = = 4" X 40' CONDUIT

LIGHTS: LED LIGHTS

GATE "A": 18'
GATE "B": 18'

xx = BELL

TRK 1 ISLAND DISTANCE 120' MINIMUM 120' REQUIRED

PREFERRED ISLAND WIRE CONNECTIONS ARE A MINIMUM 50' FROM EDGE OF ROAD

OFFSET AND ISLAND DISTANCES TO BE VERIFIED BY FIELD

W(S) ←—o—→ E(N)

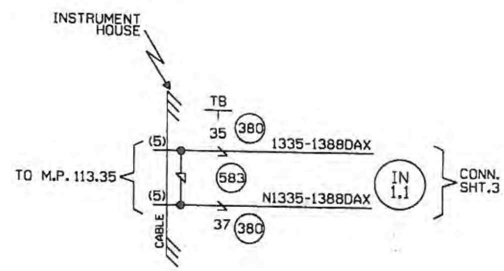


EXHIBIT A-2

CABLE TABULATION

CABLE NO. 5 7C. NO. 14 U.G.B.T. HOUSE TO M.P. 113.35

NEW SHEET

Designed: 4/10/17 INSTALL FLS/GATES AND CWT AT M.P. 113.88 190TH STREET Rev'd: IS: WO#: 38547 / AGR /JLP/JTB	MODIFICATION LEVEL	
	Q.A. LAST LEVEL CHECKED	DV
	LAST LEVEL MOD THIS TYPICAL	DV
	LAST LEVEL BY DESIGNER	DV
	CHANGED FROM TYPICAL?	Y
	BY 09.23.16 4K (TKB0.1	

CIRCUIT MODIFICATIONS ARE NOT TO BE MADE WITHOUT AUTHORITY FROM THE OFFICE OF SIGNAL DESIGN

Date:	04/10/17
Des:	JLP
Chk:	NDR
AFE:	38547

UNION PACIFIC RAILROAD

NEVADA, IOWA
190TH STREET
MASON CITY SUBDIVISION

Office of AVP Engineering - Signal — Omaha, Nebraska

Sh.:	1
DOT	876085A
MP:	113.88
ID:	IOW11388.IX

Federal Aid Rail/Highway Safety Fund Program
Signal Installation Eligible for Maintenance Reimbursement
under this Agreement

FRA#	SEQ	Highway Jurisdiction	Location
876085A	07	Story County, IA	190th Street

Exhibit B

AGREEMENT

between

STATE OF IOWA

Iowa Department of Transportation

and

STORY COUNTY, IOWA

and

UNION PACIFIC RAILROAD COMPANY

for the construction and cost participation covering the

installation of safety improvements at the railroad crossing at

Milepost 120.00 on Dubois Avenue and the COMPANY's track in

McCallsburg, Iowa and for reimbursement under 23 USC Section 130

Project No.: RRP-RR16(197)--8A-00 **U.S. DOT No. 876092K**

STATE Contact Person: Jim Gibson

Iowa Department of Transportation

800 Lincoln Way

Ames, IA 50010

Office Telephone No. 515-239-1549

COMPANY Contact Person: Kyle Nodgaard

Address: 1400 Douglas Street, Omaha, NE 68179

Telephone No.: 402-544-2029

HIGHWAY AUTHORITY Contact Person: Darren Moons, County Engineer

Address: 837 North Avenue, Nevada, Iowa 50201 Telephone No.: 515-382-7355

RRP(197) UP

AGREEMENT

SECTION 1. Contracting Parties

This Agreement is between the State of Iowa acting by and through the Iowa Department of Transportation, hereafter called the STATE, and Union Pacific Railroad Company, hereafter called the COMPANY, and Story County, Iowa acting through the Board of Supervisors, hereafter called the HIGHWAY AUTHORITY.

IN CONSIDERATION OF the mutual promises contained herein the COMPANY and the STATE and the HIGHWAY AUTHORITY agree as follows:

SECTION 2. Purpose of Agreement

The STATE, the HIGHWAY AUTHORITY and the COMPANY enter into this Agreement for the purpose of installing two automatic gate units with 12" LED flashing light signals controlled by prediction circuitry and other necessary track circuit equipment at the Dubois Avenue crossing of COMPANY tracks in McCallsburg, Iowa. The STATE agrees to secure funds under 23 USC Section 130 for the costs of this construction. The work shall hereinafter be referred to as the Project. The STATE and the COMPANY agree the COMPANY costs for accounting labor and bill reproduction will be billed at the STATE approved additive rate.

It is specifically understood and agreed that the COMPANY shall have no obligation to perform any individual Project until such time as the agreement is fully executed by all parties identified.

SECTION 3. Preliminary Engineering

Preliminary Engineering includes production of site plans, cost estimates and circuit plans prepared by the COMPANY for the specified location. The site plan portion of the Circuit Plan (front sheet) and the cost estimate labeled as Exhibit "A" shall be attached and by this reference incorporated into this Agreement.

SECTION 4. COMPANY Responsibility

The COMPANY or its consultant shall provide all engineering, materials, and labor to construct the Project. The Project shall be constructed in a good workmanlike manner in accord with COMPANY standards, and with Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways (23 CFR 655F).

SECTION 5. HIGHWAY AUTHORITY Responsibility

The HIGHWAY AUTHORITY shall insure that all pavement markings are properly painted and advanced warning signs are in place and maintained as required by Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways. The HIGHWAY AUTHORITY shall also insure clear motorist view from the roadway lanes of the new flashing lights installed with the Project. This clear view shall be maintained by the HIGHWAY AUTHORITY for as long as the signals remain at the crossing.

SECTION 6. Notification Requirements

The COMPANY shall notify the STATE's contact person and the HIGHWAY AUTHORITY contact person no later than 14 days prior to the start of the Project at the crossing. The COMPANY shall also notify the STATE's contact person and the HIGHWAY AUTHORITY contact person when the work at the Project location is completed. The STATE's and the HIGHWAY AUTHORITY's contact persons are shown on page 1 of the Agreement.

SECTION 7. Work Start and Completion

The COMPANY shall begin construction of the Project as soon as possible after the STATE gives written authorization to proceed, and shall complete the Project within eighteen (18) months of written authorization to proceed. The Project shall be considered complete when the COMPANY physically completes the work. Costs incurred for work after eighteen (18) months of STATE authorization will not be reimbursed unless the COMPANY has requested and received from the STATE a written extension of the time for completion. The STATE shall have complete discretion and be the sole authority to grant or deny extensions. COMPANY costs incurred for work following time extensions will not be reimbursed.

SECTION 8. Delegation of Work

The COMPANY shall perform the Project work with its own signal forces unless otherwise approved in writing by the STATE.

SECTION 9. Regulations Affecting this Agreement

The Project shall be financed from 23 USC Section 130 Railroad-Highway Crossings Fund as described in Section 14 herein. Regulations of the Federal Highway Administration apply to the Project financed from funds appropriated under Federal Highway legislation and are subject to all applicable STATE laws, rules, and regulations. Specific reference is made to the Code of Federal Regulations (CFR): 23CFR 646B; 23 CFR 140I, 23 CFR 924, 23 CFR 630, 49 CFR 234; Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways (23 CFR 655F); and any supplements or revisions to the Manual issued by the Federal Highway Administration.

SECTION 10. Standard Title VI Assurances

The COMPANY, and all agents of the COMPANY that participate in the project, shall comply with Regulations relative to nondiscrimination in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements pursuant to 49 CFR Subtitle A, Part 21 – to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the STATE.

SECTION 11. Compliance with BuyAmerica Requirements

All portions of the project whether performed by the COMPANY or the COMPANY's contractor shall be performed in compliance with 23 CFR 635.410 and 23 USC 313 as amended by Section 1518 of P.L. 112-141 BuyAmerica Requirements. The COMPANY shall maintain documentation/certification of all products of iron, steel, or a coating of steel that are incorporated into the project for a period of three years after completion of all obligations under this Agreement. The COMPANY shall provide copies of all documentation/certification under this section of this Agreement to the STATE within a reasonable time after the STATE's written request.

SECTION 12. Documentation of Material and Labor

The COMPANY shall document all materials and labor used to complete the Project in accordance with the 23 CFR 140I.

SECTION 13. Project Inspection

The STATE and the HIGHWAY AUTHORITY shall have the right to inspect the Project work at any time. After the Project has been completed the COMPANY shall deliver to the STATE a materials inventory list for the Project. The STATE will arrange an inspection with the HIGHWAY AUTHORITY and COMPANY so it can determine whether the Project complies with the terms of the Agreement and whether the installation is consistent with the material list supplied by the COMPANY. After the Project has been completed the COMPANY shall deliver to the STATE a fully signed "CERTIFICATE OF COMPLETION AND FINAL ACCEPTANCE" supplied by the STATE showing completion in accord with the agreement and acceptance of the work by the HIGHWAY AUTHORITY. The signed certificate shall mean the Project has been satisfactorily completed, and no further work is required. The COMPANY shall also complete and deliver to the STATE the U.S. DOT-AAR CROSSING INVENTORY FORM or furnish this information by other mutually agreeable methods.

SECTION 14. Progressive and Final Payments

It is understood the STATE and the COMPANY enter this Agreement for the use of Federal-Aid 23 USC 130 funds to reimburse the COMPANY for ninety percent (90%) of the total eligible costs for this Project. The COMPANY shall pay ten percent (10%) of the total cost of this Project. The COMPANY shall be required to pay the initial Project costs. The COMPANY shall keep an accurate and detailed account of the actual and necessary material and labor costs incurred in its performance of the work. Project cost records shall be maintained in accord with 23 CFR 140I and separated by Project location.

The COMPANY may submit progressive bills to the STATE for ninety percent (90%) of its material and labor costs for the Project. The billing for material shall be for those materials which have been delivered to the Project location or specifically purchased and delivered to the COMPANY for use on this Project. The STATE shall reimburse the COMPANY for the total eligible cost of these progressive billings.

Upon completion of the Project the COMPANY shall submit a detailed statement to the STATE for reimbursement of ninety percent (90%) of the total actual and necessary expense of the work represented by the items shown in the Exhibit "A".

The STATE shall audit COMPANY records to determine total reimbursable labor and material costs. Reimbursement to the COMPANY shall be governed by the STATE's CERTIFICATE OF AUDIT for the Project location. This Certificate shall establish the eligible

Project cost. The COMPANY shall reimburse the STATE for any justifiable exceptions. The STATE reimbursement to the COMPANY shall not exceed the Federal Highway Administration reimbursement under 23 USC 130.

SECTION 15. Operation and Maintenance

The COMPANY shall operate and maintain the signal improvements at the crossing location in good working order for as long as the HIGHWAY AUTHORITY at the crossing considers the signal improvements necessary. The STATE may pay up to 75 percent of the annual maintenance costs of a signal improvement from the State Grade Crossing Safety Fund for the crossings listed in Exhibit "B" of this Agreement.

SECTION 16. Relocation or Removal of Automatic Warning System

Once installed the signal improvements shall not be removed except in accordance with this section of this Agreement. If a system is no longer necessary the COMPANY may remove it at its own expense. In the event the railroad crossing is abandoned or removed by the COMPANY within ten (10) years from the effective date of the CERTIFICATE OF COMPLETION AND FINAL ACCEPTANCE, the COMPANY shall relocate the applicable system to a site agreed upon by the COMPANY and the STATE. If this system is not relocated the COMPANY shall credit or pay the net salvage value to the STATE for the value of the materials salvaged by the COMPANY.

SECTION 17. Successors In Interest

This Agreement is binding upon all successors and assigns.

SECTION 18. No Prior Representation

This Agreement and its exhibits constitute the entire Agreement between the STATE and the HIGHWAY AUTHORITY and the COMPANY concerning this Project. Any substantial change in the Project as determined by the STATE and the HIGHWAY AUTHORITY must receive prior written approval by the STATE and the HIGHWAY AUTHORITY.

SECTION 19. Effective Date of Agreement

This Agreement shall be effective upon the date of the STATE's execution.

SECTION 20. Notices to Contact Persons

All notices required under this Agreement shall be made to the respective Contact Persons listed on page 1 of this Agreement.

SECTION 21. Termination Due to Lack of Funds

Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, the STATE shall have the right to terminate this Agreement without penalty and without any advance notice as a result of any of the following: 1. The federal government, legislature or governor fail in the sole opinion of the STATE to appropriate funds sufficient to allow the STATE to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement; or 2. If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the STATE to make any payment hereunder are insufficient or unavailable for any other reason as determined by the STATE in its sole discretion; or 3. If the STATE's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified.

The STATE shall provide the COMPANY with written notice of termination pursuant to this section. The STATE will pay the COMPANY for the STATE share of the non-cancelable obligations allowable under the Agreement and properly incurred by the COMPANY prior to termination.

SECTION 22. Execution Clause

This Agreement may be executed and delivered in two or more counterparts, each of which so executed and delivered shall be deemed to be an original, and all shall constitute but one and the same instrument.

If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of any section, provision, or part thereof not found to be invalid or unconstitutional.

IN WITNESS WHEREOF the COMPANY and the STATE hereto have caused this Agreement to be executed by their duly authorized officers as of the dates below indicated.

Executed by the COMPANY this	Union Pacific Railroad Company
____ day of ____________, 20___	By ________________________
Recommended for approval by:	Name and Title
8-3-17	Rick Sanders 8/8/17
Darren R. Moon, P.E. **Date**	Chair BOS
Executed by the HIGHWAY AUTHORITY this	Story County, Iowa
____ day of ____________, 20___	By ________________________
	Name and Title
Executed by the STATE this	STATE OF IOWA
	Iowa Department of Transportation
____ day of ____________, 20___	By ________________________
	Office of Rail Transportation

Material And Force Account Estimate

IADOT

Estimate Creation Date: 07/18/2017 Number: 112943 Version: 1

Estimate Good Until 04/18/18

Location: MASON CITY SUB, SIMN, 105.92-145.71

Buy America: Yes

Description of Work: McCALLSBURG, IA, 2ND STREET, M.P. 120.00, MASON CITY SUBDIVISION, DOT#876092K, WO#38548, PID#102142, (90% IADOT / 10% UPRR)

SIGNAL

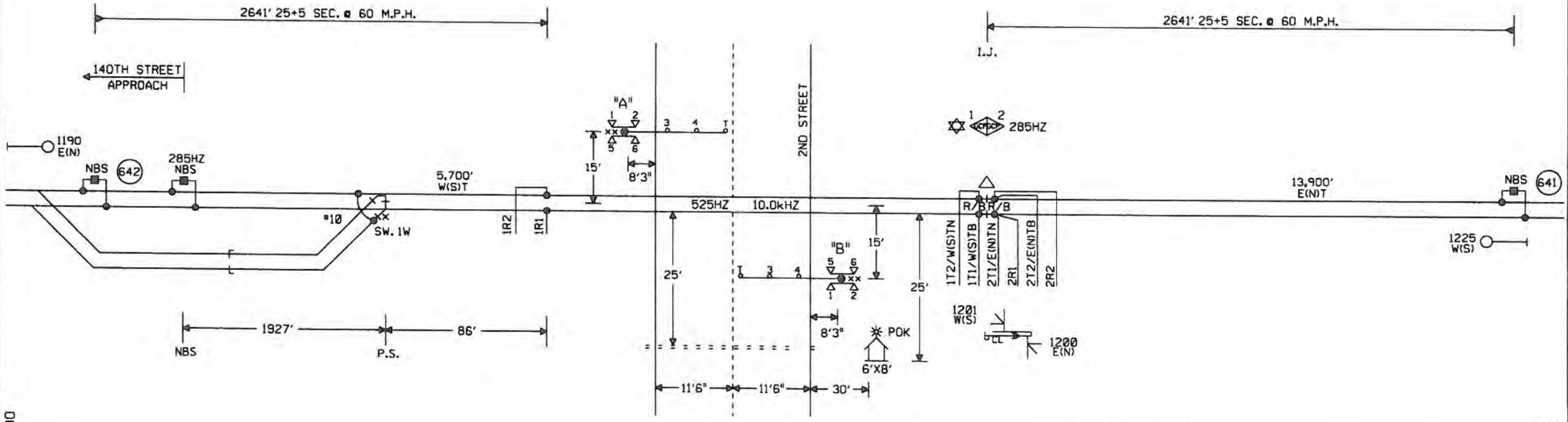
COMMENTS	Description	QTY	UOM	Unit Cost	LABOR	MATERIAL	TOTAL	UP 10%	Agncy 90%
	Xing - Engineering Design	1	LS	6,819.00	6,819	0	6,819	682	6,137
	Xing - 2 Trk CWE w/Gates	1	EA	152,876.00	48,800	104,076	152,876	15,288	137,588
	Xing - Semi-Bi Coupler	1	EA	898.00	0	898	898	90	808
	Xing - Signal	1	LS	4,800.00	4,800	0	4,800	480	4,320
	Xing - Location Removal	1	LS	2,000.00	2,000	0	2,000	200	1,800
	Xing - Fill/Rock/Gravel	1	LS	3,000.00	0	3,000	3,000	300	2,700
	Xing - Meter Service	1	LS	10,000.00	0	10,000	10,000	1,000	9,000
FEDERAL W/O 116.95%	Xing - Labor Additive	1	LS	72,999.02	72,999	0	72,999	7,300	65,699
				Sub-Total =	135,418	117,974	253,392	25,339	228,053
				Totals =	135,418	117,974	253,392	25,339	228,053

Grand Total = $253,392

Disclaimer: The above figures are estimates only and are subject to fluctuation. In the event of an increase or decrease in cost or amount of material or labor required, Agency will pay actual costs at rates effective at the time of construction.

EXHIBIT A-1

PRIME WARNING TIME = 25 SECONDS



CONNECTS TO M.P. 119.00

CONNECTS TO M.P. 122.62

CONSTRUCTION NOTES:

1. SIGNALS 1200 E(N) & 1201 W(S), SW. 1W S.W.C.C., AND CABLE NOS. 5-7 ARE EXISTING.
2. ORDER AND INSTALL (1) RACK 14 RELAY RACK, (3) TAB 884 RELAYS, AND (1) TAB 627 525HZ BI-DIRECTIONAL SIMULATION COUPLER.
3. SHOP TO WIRE FOR FIELD TO INSTALL (1) TAB 505 TIP, (1) TAB 504 EC5 BOX, (1) TAB 55 WIU, (1) TAB 57 WIU, (1) TAB 615 FR2, (5) TAB 884 RELAYS, AND (4) TAB 894 RELAYS.

NOTES:

⊗ = TWISTED WIRES
INSULATED 1 TWIST PER FT.
ALL TRACK WIRES 2C. #6

TRANSMITTER AND RECEIVER LEADS TO BE SEPARATED BY AT LEAST 12" IN TRENCH, LENGTHS SHOULD NOT EXCEED MANUFACTURER'S RECOMMENDATION.

TOP OF FOUNDATION TO BE AT SAME ELEVATION AS THE SURFACE OF THE TRAVELED WAY & NO MORE THAN 4" ABOVE THE SURFACE OF THE GROUND.

ALL BUNGALOW WIRING TO BE #16 AWG FLEX UNLESS OTHERWISE SPECIFIED EXCEPT ALL GROUND WIRE TO BE #6 AWG FLEX OR LARGER.

ALL WIRING IN GATE MECHANISM TO BE #10 "AWG FLEX".

REFER TO UP STANDARD DWG FOR BUNGALOW GROUNDING.

PORTABLE GENERATOR EXTENSION CORD FOR 240V TO 240V IS PROVIDED AS WELL AS A 120V TO 240V ADAPTER.

ALL LIGHTS TO BE 12" ROUNDELS.

= = = = = = 4" X 40' CONDUIT

LIGHTS: LED LIGHTS

GATE "A": 19'
GATE "B": 19'

xx = BELL

TRK 1 ISLAND DISTANCE 165' MINIMUM 120' REQUIRED

PREFERRED ISLAND WIRE CONNECTIONS ARE A MINIMUM 50' FROM EDGE OF ROAD

✡ = GCP TO OPERATE IN SEMI-BI DIRECTIONAL MODE. USE TAB 627 COUPLER.

△ = ENSURE TRACK POLARITY IS TRANSPOSED ACROSS ALL INSULATED JOINTS.

OFFSET AND ISLAND DISTANCES TO BE VERIFIED BY FIELD

W(S) ←—○—→ E(N)

EXHIBIT A-2

NEW SHEET

Designed: 4/10/17 INSTALL FLS/GATES AND CWT AT M.P. 120.00 2ND STREET Req'd By: /	MODIFICATION LEVEL		CIRCUIT MODIFICATIONS ARE NOT TO BE MADE WITHOUT AUTHORITY FROM THE OFFICE OF SIGNAL DESIGN
	Q.A. LAST LEVEL CHECKED	DV	
	LAST LEVEL MOD THIS TYPICAL	DV	
	LAST LEVEL BY DESIGNER	DV	
WO: 38548 NDR /JLP/JTB	CHANGED FROM TYPICAL?	Y	

Date: 04/10/17	UNION PACIFIC RAILROAD	Sh.: 1
Des: JLP	McCALLSBURG, IOWA 2ND STREET	DOT 876092K
Chk: NDR	MASON CITY SUBDIVISION	MP: 120.00
AFE: 38548	Office of AVP Engineering - Signal Omaha, Nebraska	ID: IOW12000.1X

Federal Aid Rail/Highway Safety Fund Program
Signal Installation Eligible for Maintenance Reimbursement
under this Agreement

FRA#	SEQ	Highway Jurisdiction	Location
876092K	07	Story County, IA	Dubois Avenue

Exhibit B

IOWA DEPARTMENT OF NATURAL RESOURCES
CONTRACT NUMBER 18CRDLWBMBALM-0001

Between

IOWA DEPARTMENT OF NATURAL RESOURCES

And

STORY COUNTY CONSERVATION BOARD

This Cooperative Agreement was approved by the Natural Resource Commission on August 10, 2017.

IN WITNESS THEREOF, the parties hereto have entered into this Cooperative Agreement on the day and year last specified below.

DEPARTMENT OF NATURAL RESOURCES

By: ______________________________ Date: __________
Bruce Trautman, Deputy Director

STORY COUNTY CONSERVATION BOARD

By: ______________________________ Date: 8/8/17
Mike Cox, Director

For DNR use only:

1. Retain the original contract in the project file and send a hardcopy with the first invoice.
2. Email a copy to Christina Iiams at Christina.iiams@dnr.iowa.gov

If you do not have faxing or scanning/emailing capabilities, you may mail a copy of the contract to IA DNR, Wallace State Office Building, Attention: (your respective bureau's contract rep), 502 East 9th Street, Des Moines, IA 50319.

APPROVED DENIED
Board Member Initials: RS
Meeting Date: 8-8-17
Follow-up action: __________

COOPERATIVE AGREEMENT - SPECIAL CONDITIONS

This Cooperative Agreement is entered into between the Iowa Department of Natural Resources (DNR) and the Story County Conservation Board (Story CCB). The parties agree as follows:

Section 1 IDENTITY OF THE PARTIES

1.1 Parties. DNR is authorized to enter into this Contract. DNR's address is: Wallace State Office Building, 502 East 9th Street, Des Moines, Iowa 50319.

Story CCB, a County Conservation Board is organized under the laws of the State of Iowa and is registered with the Iowa Secretary of State. The Story CCB's address is: 56461 180th St, Ames, IA 50010.

1.2 Project Managers. Each party has designated a Project Manager, who shall be responsible for oversight and negotiation of any contract modifications, as follows:

DNR Project Manager:	Michelle Balmer Lake Restoration Program Conservation and Recreation Division 502 E 9th Street, Des Moines, IA 50309 Phone: 515.725.8448 Email: michelle.balmer@dnr.iowa.gov
Story CCB Project Manager:	Mike Cox Director 56461 180th St, Ames, IA 50010 Phone: 515.232.2516 Email: mcox@storycountyiowa.gov

Section 2 STATEMENT OF PURPOSE

2.1 Statutory Authority. DNR enters into this Cooperative Agreement based on statutory authority provided in Iowa Code section 456A.33B Lake Restoration.

2.2 Background. Hickory Grove Park is a 400 acre park with a 98 acre lake located in eastern Story County. The Hickory Grove Lake watershed has a drainage area of 4,026 acres and landuse distribution of 84.7% row crop, 9.8% grass, 1.6% forest, 2.2% water, 0.9% barren and 0.7% artificial. The Hickory Grove Lake has been identified as an important recreational resource to the citizens of Iowa. Hickory Grove Lake is experiencing event driven water quality problems. In general, the Hickory Grove watershed has few elevation changes and much of the agricultural land is under tile drainage management. Storm related surface runoff has led to gully erosion, debris and nitrogen spikes immediately after these events. The eastern end of the lake is now sediment filled, limiting boat access. The fishery is healthy; however, carp have destroyed most vegetation. The lake has a designated use of primary contact recreation and is listed on the 2008 303(d) Impaired Waters Listing for elevated bacteria concentrations.

2.3 Purpose. The DNR's purpose in entering into this Cooperative Agreement is to improve water quality at Hickory Grove Lake in Story County by making watershed improvements within the park to reduce nutrient and sediment transport to the lake. As a part of this project, rock check dams will be constructed to stop gully erosion within the park and about 2000ft of critically eroding shoreline will be stabilized on the lake.

Section 3 DURATION OF COOPERATIVE AGREEMENT

3.1 Term of Cooperative Agreement. The term of this Cooperative Agreement shall be August 10, 2017 through May 31, 2018, unless terminated earlier in accordance with the Termination section of this Cooperative Agreement. However, this Cooperative Agreement shall not begin until it has been signed by both parties.

3.2 Approval of Cooperative Agreement. If the amount of compensation to be paid by DNR according to the terms of this Cooperative Agreement is equal to or greater than $25,000.00, or if this Cooperative Agreement is entered into pursuant to Iowa Code chapter 28E, then performance shall not commence unless by August 10, 2017 this Cooperative Agreement has been approved by the Natural Resource Commission.

Section 4 DEFINITIONS

"Contractor" shall mean The Story County Conservation Board (Story CCB).

"Deliverables" shall mean services to be provided by, or on behalf of, the Contractor pursuant to this Cooperative Agreement. Deliverables shall include everything produced by the Story CCB that is related to the Tasks, such as reports, meetings, documentation, designs, copy, artwork, data, information, graphics, images, processes, techniques, materials, plans, papers, forms, studies, modifications, content, concepts, and all other tangible and intangible works, materials and property of every kind and nature that are related to the Deliverables.

"Task Milestone Date" shall mean a deadline for accomplishing a Task required by this Cooperative Agreement.

Section 5 STATEMENT OF WORK – RESPONSIBILITIES OF THE PARTIES

5.1 The responsibilities of Story CCB shall be to perform the following tasks by the Task Milestone Dates set out in the following table:

Obligation	**Task Milestone Date**
Task 1: Shoreline Stabilization **Description:** Story CCB shall reimburse DNR for shoreline stabilization at Hickory Grove Lake. Detailed plans for this Task are included as Exhibit A of this Contract.	No later than May 31, 2018
Task 2: Gully Erosion Structures **Description:** Story CCB shall reimburse DNR for construction of gully erosion structures built throughout Hickory Grove County Park. Detailed plans for this Task are included as Exhibit A of this Contract.	No later than May 31, 2018

5.2 The responsibilities of DNR shall be to perform the following tasks by the Task Milestone Dates set out in the following table:

Obligation	**Task Milestone Date**
Task 1: Shoreline Stabilization	No later than **May 31, 2018**

Description: DNR shall stabilize 746 LF of shoreline near the campground at Hickory Grove Lake in Story County, Iowa. Detailed plans are included in Exhibit A of this Contract.	
Task 2: Gully Erosion Structures **Description:** DNR shall build 25 rock silt dikes at Hickory Grove County Park as specified in Exhibit A of this Contract.	No later than **May 31, 2018**

Section 6 MONITORING AND REVIEW

6.1 Task Milestone Dates. The parties agree to complete their respective obligations under this Cooperative Agreement by the Task Milestone Dates set out in Section 5.1.

Failure by either party to complete the above-designated portions of its obligations by the Task Milestone Dates set out herein shall constitute material breach of this Cooperative Agreement and shall be grounds for the other party to immediately terminate this Cooperative Agreement for cause.

6.2 Review Meetings. Commencing with beginning performance of this Cooperative Agreement, the Project Managers shall meet **as needed** to discuss progress made during the performance of this Cooperative Agreement. Meetings may be postponed only on a case-by-case basis by mutual written agreement of the parties.

6.3 Status Reports. Prior to each review meeting, each Project Manager shall provide a status report listing:

- Accomplishments during the previous period,
- Activities planned for the upcoming period,
- Tasks completed or Deliverables produced during the previous period,
- An updated schedule of upcoming Deliverables, and
- Any problems or concerns encountered since the last meeting

At the next scheduled meeting after which any party has identified in writing a problem, the party responsible for resolving the problem shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that shall facilitate problem resolution.

6.4 DNR right to review and observe. Each party shall have the right to review and observe, at any time, completed work or work in progress. Each party agrees to provide access, upon request and without cost to the other party, to inspect its facilities and books and records relating to invoicing and time records for the purpose of monitoring and evaluating performance of this Cooperative Agreement.

Section 7 COMPENSATION

7.1 Sources of Funding. DNR's source of funding for this Cooperative Agreement is **Iowa Code 456A.33B Lake Restoration.**

7.2 Not-to-exceed total amount of Cooperative Agreement. Payment by DNR for work performed according to the terms of this Cooperative Agreement shall not exceed **$85,579.50 (75%)**. Payment by **Story CCB** for work performed according to the terms of this Cooperative Agreement shall not $28,526.50 (25%). Payment shall be for satisfactory completion of the Statement of Work outlined in this Cooperative Agreement, provided that the parties have complied with the terms of this Cooperative Agreement.

7.3 Budget. The budget for this Cooperative Agreement shall be as follows:

Story CCB Contribution

Total amount of Story CCB monetary contribution	Not to exceed **$28,526.50***
Total amount of Story CCB in-kind contribution	**$0.00**
Total amount of Story CCB contribution	Not to exceed $28,526.50*

*DNR shall invoice Story CCB for 25% of the total costs of the project on each invoice, i.e. for each $1.00 spent, DNR shall invoice Story CCB for $0.25. All invoices shall reflect the full amount charged for the work and the percentages paid by both Story CCB and DNR.

DNR Contribution

Total amount of DNR monetary contribution	Not to exceed **$85,579.50***
Total amount of DNR in-kind contribution	$0.00
Total amount of DNR contribution	Not to exceed $85,579.50*

*DNR shall pay for 75% of the total costs of the project on each invoice, i.e. for each $1.00 spent, DNR shall pay for $0.75. All invoices shall reflect the full amount charged for the work and the percentages paid by both Story CCB and DNR.

7.4 Submission of Invoices

For work performed by DNR, invoices shall be submitted to **Story CCB** according to the following schedule:

Task Milestone Date	**Amount Due**	**Invoice Due No Later Than:**
Task 1 : Shoreline Stabilization	Not to exceed $**Amount**	**May 31, 2018**
Task 2: Gully Erosion Structures	Not to exceed **$ Amount**	**May 31, 2018**

The invoices shall itemize the work performed pursuant to the Cooperative Agreement. Each invoice shall comply with all applicable rules concerning payment of such claims and shall contain appropriate documentation necessary to support the fees or charges included in the invoice. The party receiving the invoice shall have the right to dispute any invoice item submitted for payment and to withhold payment of any disputed amount if that party reasonably believes the invoice is inaccurate or incorrect in any way.

Original invoices to **Story CCB** shall be submitted to:

Mike Cox
Director, Story CCB
56461 180th St, Ames, IA 50010

7.5 Payment of Invoices. DNR shall pay approved invoices in arrears and in conformance with Iowa Code section 8A.514. If the other party is subject to the provisions of Iowa Code section 8A.514, then the other party shall pay approved invoices in arrears and in conformance with Iowa Code section 8A.514. Unless otherwise agreed to in writing by the parties, neither party shall be entitled to receive any other payment or compensation for any services provided under this Cooperative Agreement.

7.6 No advance payment. No advance payments shall be made for any Deliverables provided by Story CCB pursuant to this Cooperative Agreement.

7.7 Delay of Payment. If either party determines that the other party has failed to perform or deliver any Deliverable required by this Cooperative Agreement, then compensation may be withheld until such Deliverable is performed or delivered according to the terms of this Cooperative Agreement.

COOPERATIVE AGREEMENT
GENERAL CONDITIONS WHEN OTHER PARTY IS A GOVERNMENTAL ENTITY

Section 1 COMPLIANCE WITH THE LAW

The parties shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as suppliers. The parties, and their employees and agents shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract. The parties represents that they will comply with all federal, state, foreign and local laws applicable to their performance under this Contract.

Section 2 TERMINATION

2.1 Termination Due to Lack of Funds or Change in Law. DNR shall have the right to terminate this Contract without penalty by giving sixty (60) days written notice to the Contractor as a result of any of the following:

2.1.1 The legislature or governor fail in the sole opinion of DNR to appropriate funds sufficient to allow DNR to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or if funds anticipated for the continued fulfillment of the Contract are, at any time, not forthcoming or are insufficient, either through the failure of DNR to appropriate funds or funding from a federal source is reduced or discontinued for any reason, or through discontinuance or material alteration of the program for which funds were provided; or

2.1.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by DNR to make any payment hereunder are insufficient or unavailable for any other reason as determined by DNR in its sole discretion; or

2.1.3 If DNR's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or

2.1.4 If DNR's duties, programs or responsibilities are modified or materially altered; or

2.1.5 If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects DNR's ability to fulfill any of its obligations under this Contract.

2.2 Immediate Termination by DNR. DNR may terminate this Contract for any of the following reasons effective immediately without advance notice and without penalty:

2.2.1 In the event the Contractor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

2.2.2 DNR determines that the actions, or failure to act, of the Contractor, and its agents and employees have caused, or reasonably could cause, any person's life, health or safety to be jeopardized;

2.2.3 The Contractor fails to comply with confidentiality laws or provisions;

2.2.4 The Contractor furnished any statement, representation or certification in connection with this Contract or the RFP which is materially false, deceptive, incorrect or incomplete.

2.3 **Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for DNR to declare the Contractor in default of its obligations under this Contract.

2.3.1 The Contractor fails to perform, to DNR's satisfaction, any material requirement of this Contract or is in violation of a material provision of this Contract, including, but without limitation, the express warranties made by the Contractor;

2.3.2 DNR determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur;

2.3.3 The Contractor fails to make substantial and timely progress toward performance of the Contract;

2.3.4 The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or DNR reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

2.3.5 The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract;

2.3.6 The Contractor has engaged in conduct that has or may expose the State or DNR to liability, as determined in DNR's sole discretion;

2.3.7 The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or the Contractor has misappropriated a trade secret, or

2.3.8 Contractor fails to comply with any of the Task Milestone dates contained in this Contract.

2.4 **Notice of Default.** If there is a default event caused by the Contractor, DNR shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in DNR's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, DNR may either:

2.4.1 Immediately terminate the Contract without additional written notice; or,

2.4.2 Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

2.5 Termination upon Notice. Following thirty (30) days written notice, DNR may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to DNR up to and including the date of termination.

2.6 Remedies of the Contractor in Event of Termination by DNR. In the event of termination of this Contract for any reason by DNR, DNR shall pay only those amounts, if any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Contract and for which DNR is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to DNR under this Contract in the event of termination. However, DNR shall not be liable for any of the following costs:

2.6.1 The payment of unemployment compensation to the Contractor's employees;

2.6.2 The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;

2.6.3 Any costs incurred by the Contractor, including, but not limited to, startup costs, overhead or other costs not directly associated with the performance of the Contract;

2.6.4 Any taxes that may be owed by the Contractor not directly in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

2.7 The Contractor's Termination Duties. The Contractor upon receipt of notice of termination or upon request of DNR, shall:

2.7.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, and conclusions resulting there from, or any other matters DNR may require.

2.7.2 Immediately cease using and return to DNR any personal property or materials, whether tangible or intangible, provided by DNR to the Contractor.

2.7.3 Comply with DNR's instructions for the timely transfer of any active files and work product produced by the Contractor under this Contract.

2.7.4 Cooperate in good faith with DNR, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor.

2.7.5 Immediately return to DNR any payments made by DNR for services that were not rendered by the Contractor.

2.8 Rights in incomplete products. In the event the Contract is terminated, all finished or unfinished documents, data, reports, or other materials prepared by the Contractor under this Contract shall, at the option of DNR, become DNR's property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other material.

Section 3 INDEPENDENT CONTRACTOR

The status of the Contractor shall be that of an independent contractor. The Contractor, and its employees and agents performing under this Contract are not employees or agents of the DNR. Neither the Contractor nor its employees shall be considered employees of DNR for federal or state tax purposes. DNR will not withhold taxes on behalf of the Contractor. Contractor shall be responsible for payment of all taxes in connection with any income earned from performing this Contract.

Section 4 CONFLICT OF INTEREST

The parties agree that they will comply with the provisions of the Iowa Code with respect to Conflicts of Interest.

Section 5 AMENDMENTS

This Contract may be amended only by written mutual consent of the parties.

Section 6 CHOICE OF LAW AND FORUM

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. If applicable, the parties shall comply with the provisions of Iowa Code section 679A.19 regarding disputes between government agencies of the State of Iowa. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. No provision of this Contract shall be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to DNR, Contractor, or the State of Iowa

Section 7 SEVERABILITY

If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

Section 8 ENTIRE AGREEMENT

This Contract, consisting of the special and general conditions, constitutes the entire agreement between the parties with respect to the subject matter hereof, and the parties acknowledge that they are entering into the Contract solely on the basis of the terms and conditions herein contained and not in reliance upon any representation, statement, inducement or promise, whether oral or written, not contained herein. This Contract supersedes all prior contracts and agreements between the parties for the services provided in connection with this Contract.

Section 9 ASSIGNMENT AND DELEGATION

This Contract may not be assigned, transferred or conveyed, in whole or in part, without the prior written consent of the other party. For the purpose of construing this provision, a transfer of a controlling interest in the Contractor shall be considered an assignment.

Section 10 CONFIDENTIALITY

The parties agree to comply with applicable Iowa law regarding confidentiality.

Section 11 WAIVER

Except as specifically provided for in a waiver signed by duly authorized representatives of the parties, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

Section 12 CUMULATIVE RIGHTS

The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

Section 13 TIME IS OF THE ESSENCE

Time is of the essence with respect to the performance of the terms of this Contract.

Section 14 RECORD RETENTION AND ACCESS

The parties shall maintain books, records and documents according to their respective law with regard to records retention. All parties shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records.

Section 15 OBLIGATIONS BEYOND CONTRACT TERM

This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of DNR and the Contractor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.

Section 16 SUPERCEDES FORMER CONTRACTS OR AGREEMENTS

Unless this Contract is an amendment to a Contract entered into between the parties and is designated as such, then this Contract supersedes all prior contracts or agreements between the parties for the services provided in connection with this Contract.

Section 17 USE OF THIRD PARTIES AND SUBCONTRACTORS

Contractor may not contract with third parties for the performance of any of Contractor's obligations under this Contract, unless and then only to the extent that the Special Conditions of this Contract specify otherwise. If the Special Conditions provide for a subcontractor or subcontractors, then the following conditions shall apply:

17.1 All subcontracts shall be subject to prior approval by the DNR. The DNR's consent shall not be deemed in any way to provide for the incurrence of any obligation of DNR in addition to the remuneration agreed upon in this Contract. Any subcontract to which DNR has consented shall be in writing and shall in no way alter the terms and conditions of this Contract.

17.2 The Contractor may enter into subcontracts to complete the work required by this Contract provided that the Contractor remains responsible for all services performed under this Contract. No subcontract or delegation of work shall relieve or discharge the Contractor from any obligation, provision, or liability under this Contract. The Contractor shall remain responsible for such performance and shall be fully responsible and liable for all acts or omissions of any subcontractor.

17.3 All restrictions, obligations and responsibilities of the Contractor under this Contract also shall apply to the subcontractors.

17.4 DNR shall have the right to request the removal of a subcontractor from the Contract for good cause. The Contractor shall indemnify, defend and hold harmless DNR and the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's breach of any subcontract in which it enters, including Contractor's failure to pay any and all amounts due by Contractor to any subcontractor.

17.5 Each subcontract shall contain provisions for DNR access to the subcontractor's books, documents, and records and for inspections of work, as required of Contractor herein.

17.6 Any action of a subcontractor, which, if done by Contractor, would constitute a breach of this Contract, shall be deemed a breach by Contractor and have the same legal effect.

17.7 If delay results from a subcontractor's conduct, from the Contractor's negligence or fault, or from circumstances which by the exercise of reasonable diligence the Contractor should have been able to anticipate or prevent, then the Contractor shall be in default.

17.8 If the Contract is subject to the provisions of Iowa Code chapter 8F, then the Contractor shall comply with Iowa Code chapter 8F with respect to any subcontract Contractor enters into pursuant to this Contract. Any compliance documentation, including but not limited to certification, received from any subcontractor shall be forwarded to DNR immediately.

Section 18 SELF-INSURANCE BY THE STATE OF IOWA

Pursuant to Iowa Code chapter 669, DNR and the State of Iowa are self-insured against all risks and hazards related to this Contract. No separate fund has been established to provide self-insurance, and the State of Iowa is not obligated to establish any such fund during the term of this Contract.

Section 19 IMMUNITY FROM LIABILITY
Every person who is a party to the Contract is hereby notified and agrees that the State, DNR, and all of their employees, agents, successors, and assigns are immune from liability and suit for Contractor's and subcontractors' activities involving third parties arising from the Contract.

Section 20 NON-SUPPLANTING REQUIREMENT
To the extent required by federal or state law, federal and state funds made available under this Contract shall be used to supplement and increase the level of state, local, and other non-federal funds that would in the absence of such federal and state funds be made available for the programs and activities for which funds are provided and will in no event take the place of state, local, and other non-federal funds.

Section 21 CERTIFICATION REGARDING SALES AND USE TAX
By executing this Contract, the Contractor certifies that it is either (a) registered with the Iowa Department of Revenue, collects and remits sales and use taxes as required by Iowa Code chapter 432; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code section 423.1. The Contractor also acknowledges that the DNR may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the DNR or its representatives filing action for damages for breach of contract.

Section 22 TAXES
The State of Iowa is exempt from federal excise tax, and no payment will be made for any taxes levied on Contractor's employees' wages. The State of Iowa is exempt from state and local sales and use taxes on the Deliverables.

Section 23 EQUAL EMPLOYMENT PROVISIONS
The Contractor has read and understands the provisions in Attachment A, Equal Employment Opportunity, attached hereto and made part of this Contract by this reference, and the Contractor agrees to conform to the requirements contained therein.

Section 24 FEDERALLY-FUNDED AGREEMENTS
If this Contract is funded by federal monies, then the Contractor has read and understands the provisions of Attachment B, Additional Requirements for Federally-Funded Agreements, attached hereto and made part of this Contract by this reference, and the Contractor agrees to conform to the requirements contained therein.

Section 25 INFORMATION TECHNOLOGY SECURITY
The Contractor and all Contractor personnel shall comply with Iowa information technology security statutes, rules and policies. By signing this contract, the Contractor acknowledges that the Contractor has read and understands the provisions of the information technology security policies adopted by the Iowa Department of Administrative Services (DAS) and DNR in effect on the date of signing. These policies are located on the respective agency websites at www.iowadnr.gov and http://das.iowa.gov/index.html. The Contractor further agrees to read and abide by any revised DAS and DNR policies, posted on the respective agency websites, only to the extent those policies don't conflict with the contract provisions, that come into effect during the term of this Contract.

Attachment A
Equal Employment Opportunity.

The Contractor agrees to the following:

A.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, national origin, age, gender identity, gender orientation, pregnancy, family status, marital status or mental or physical disability. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated, during employment, without regard to their race, creed, color, religion, sex, national origin, age, gender identity, gender orientation, pregnancy, family status, marital status or mental or physical disability except where mental or physical disability relates to a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor's business. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post notices, setting forth provisions of this nondiscrimination clause, in conspicuous places available to employees and applicants for employment.

A.2 The Contractor shall in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, religion, sex, national origin, age, gender identity, gender orientation, pregnancy, family status, marital status or mental or physical disability except where mental or physical disability is a bona fide occupation qualification reasonably necessary to the normal operation of the Contractor's business.

A.3 The Contractor shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965, as amended, Iowa Executive Order 15 or 1973, Chapter 19B, Code of Iowa, Federal Executive Order 11246 of 1965, as amended by Federal Executive Order 11376 of 1967, and Title VI of the Civil Rights Act of 1964, as amended. The Contractor shall furnish all information and reports requested by the state of Iowa or required by, or pursuant to, the rules and regulations thereof and shall permit access to payroll and employment records by the state of Iowa for purposes of investigation to ascertain compliance with such rules, regulations or requests, or with this nondiscrimination clause.

A.4 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations or requests, this Contract may be canceled, terminated or suspended in whole or in part. In addition, the state of Iowa may take such further action, and such other sanctions may be imposed and remedies invoked, as provided by the Iowa Civil Rights Act of 1965, as amended, Chapter 216, Code of Iowa, or as otherwise provided by law.

A.5 The Contractor shall include the provisions of paragraphs A.1 through A.4 hereof in every subcontract, unless specifically exempted by approval of the state of Iowa, so that such provisions shall be binding on each subcontract. The Contractor shall take such action with respect to any subcontract as the state of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the state of Iowa, the Contractor may request the state of Iowa to enter into such litigation to protect the interests of the state of Iowa.

A.6 In accordance with the provisions of 541 Iowa Administrative Code chapter 4:

- The Contractor or subcontractor is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the department of management, which pertain to equal employment opportunity and affirmative action.
- The Contractor or subcontractor may be required to have on file a copy of the affirmative action program, containing goals and time specifications. These contractual provisions shall be fully enforced. Any breach of them shall be regarded as a material breach of the Contract.
- Compliance with the provisions of Iowa Code section 19B.7 and all applicable rules of the department of management prior to the execution of the Contract shall be a condition of the Contract binding upon the Contractor or service provider, its successors, and assignees.
- Failure to fulfill the nondiscrimination requirements of this Contract or any of the rules and orders may cause the Contract to be canceled, terminated, or suspended in whole or in part, and the Contractor or service provider may be declared ineligible for future state contracts in accordance with authorized procedure or the Contractor may be subject to other sanctions as provided by law or rule.
- The Contractor may be required to submit to the department of management or the DNR a copy of its affirmative action plan containing goals and time specifications.
- The Contractor shall be able to demonstrate to the satisfaction of the department of management or the DNR that its affirmative action program is productive.
- The Contractor may be required to submit reports as requested by the department of management. The department of management may request other relevant information from a contractor at any time.
- The department of management may undertake a compliance review of the Contractor, and the department of management may take action, as appropriate, to seek to terminate contracts or funding found to be in violation of the rules.

Attachment B
Additional Requirements for Federally-funded Agreements

B.1 Suspension and Debarment. The Contractor certifies pursuant to 31 CFR Part 19 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency.

B.2 Lobbying Restrictions. The Contractor shall comply with all certification and disclosure requirements prescribed by 31 U.S.C. Section 1352 and any implementing regulations and shall be responsible for ensuring that any subcontractor fully complies with all certification and disclosure requirements.

B.3 Pro-Children Act of 1994. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. Federal programs include grants, cooperative agreements, loans or loan guarantees and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party. The Contractor certifies that it will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

B.4 Certified Audits. Local governments and non-profit subrecipient entities that expend $500,000 or more in a year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of OMB Circular A-133 "Audit of States, Local Governments, and Non-Profit Organizations." A copy of the final audit report shall be submitted to DNR if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by DNR. If an audit report is not required to be submitted per the criteria above, the subrecipient must provide written notification to DNR that the audit was conducted in accordance with Government Auditing Standards and that neither the schedule of findings and questioned costs nor the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the DNR. See A-133 Section 21 for a discussion of subrecipient versus vendor relationships.

B.5 Drug Free Work Place. The Contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations.

Exhibit A: Construction Documents for Hickory Grove Lake Shoreline Armoring.

Project #16-02-85-02

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared by Emily Zandt, Story County Planning & Development Department, 900 6th St., Nevada, Iowa 50201 515-382-7245

Please return to:
Planning & Development

RESOLUTION NO. 18-19

RESOLUTION OF THE BOARD OF SUPERVISORS OF STORY COUNTY, IOWA, SETTING DATE AND TIME FOR PUBLIC HEARING FOR FIRST CONSIDERATION OF ORDINANCE NO. 262 AMENDING CERTAIN BOUNDARIES OF THE OFFICIAL ZONING MAP OF STORY COUNTY IOWA, AS REFERENCED IN SECTION 86.02 OF THE STORY COUNTY CODE OF ORDINANCES, LOCATED IN SECTION 35 OF NEVADA TOWNSHIP at 27587 670th AVENUE, MAXWELL, UNDER THE OWNERSHIP OF LOREN F. AND NANCY CAROL DONALDSON, FROM THE A-1 AGRICULTURAL ZONING DISTRICT TO THE A-R AGRICULTURAL ZONING DISTRICT.

WHEREAS, the Board of Supervisors approved the *Code of Ordinances of Story County, Iowa, on May 21, 2013; and*

WHEREAS, Section 1.11 (2)(A) states a proposed ordinance shall be considered and receive a favorable vote for passage in accordance with Section 331.302 (6) of the Code of Iowa, as amended;

AND WHEREAS, Section 1.11 (2)(B) states the title of the proposed ordinance shall be published in accordance with Section 331.305 of the *Code of Iowa,* as amended, prior to its first consideration by the Board. Copies of the full text of the ordinance shall be made available to the public at the time of publication at the office of the County Auditor, and the published notice shall specify where such copies may be obtained;

AND WHEREAS, the Story County Planning and Zoning Commission recommended approval of the requested zoning amendment subject to conditions at their August 2, 2017 meeting;

NOW THEREFORE BE IT RESOLVED that a public hearing date on this matter be held on the proposed Ordinance No. 262 on the 15th day of August, 2017, in the Public Meeting Room of the Story County Administration Building, Nevada, Iowa, at 10:00 AM and the Board of Supervisors directs Planning and Development staff to place copies of the full text of the ordinance with the Office of the County Auditor.

Dated this 8th day of August, 2017.

Board of Supervisors
Story County, Iowa

County Auditor
Story County, Iowa

Moved by: Chitty
Seconded by: Olson
Voting Aye: Chitty, Olson, Sanders
Voting Nay: ---
Absent: ---

Permit Number 18-018

STORY COUNTY UTILITY PERMIT

Date ____________

To the Board of Supervisors, Story County, Iowa:

The Interstate Power and Light Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at 1284 XE Place Ames IA 50014, 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 Natural Gas on secondary route Stagecoach Rd. from 3717 Stagecoach Rd. to – a distance of – 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:

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 7-31-17

Interstate Power and Light Co.
Name of Company (Applicant - Permittee)

Thomas P. Sale 515-268-3467
by Phone no.

Recommended for Approval:

Date 7-31-17

County Engineer 515-382-7355
Phone no.

Approved:

Date 8-8-17

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.

Alliant Energy Confidential
Classification: Confidential

3717 STAGECOACH RD - AMES, IA
1" PLASTIC GAS SERVICE

Alliant Energy.

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared by Leanne Harter, AICP, CFM, County Outreach and Special Projects Manager, 900 6th Street, Nevada, Iowa 50201 515-382-7247

STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER 18-18
RESOLUTION EXPRESSING INTENT TO AUTHORIZE A TAX INCREMENT REVENUE LOAN AGREEMENT IN THE AMOUNT NOT TO EXCEED $1,500,000.00

WHEREAS, the Board of Supervisors (the "Board") of Story County, Iowa (the "County"), has established the Story County Urban Renewal Area (the "Urban Renewal Area") and has adopted an ordinance designating the Urban Renewal Area for tax increment financing purposes; and

WHEREAS, the Board has proposed to enter into a tax increment revenue loan agreement (the "Loan Agreement") in a principal amount not to exceed $1,500,000.00 pursuant to the provisions of Sections 331.402 and 403.9 of the Code of Iowa, for the purpose of paying the cost, to that amount, of projects located within the Urban Renewal Area, and has published notice of the proposed action, and has held a hearing thereon; and

WHEREAS, it is necessary at this time for the Board to express its intent to authorize the Loan Agreement for the purpose set out above and to express its intent to issue Tax Increment Revenue Notes or Bonds in a principal amount not to exceed $1,500,000.00 (the "TIF Debt") to be issued in the future in evidence of the obligation of the County under the Loan Agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Story County, Iowa, as follows:

Section 1. The County hereby determines to enter into the Loan Agreement in the future, providing for a loan to the County in a principal amount not to exceed $1,500,000.00 for the purpose set forth in the preamble hereof.

Section 2. The County also determines to issue the TIF Debt at the time such funds are needed.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved this 8th day of August, 2017.

Chair, Board of Supervisors

Attest: Story County Auditor

Moved by: Chitty
Seconded by: Olson
Voting Aye: Chitty, Olson, Sanders
Voting Nay: ---
Absent: ---

Chairperson declared this Resolution: ADOPTED AND APPROVED.

STATE OF IOWA
SS:
STORY COUNTY

I, the undersigned, County Auditor of Story County, do hereby certify that as such County Auditor I have in my possession or have access to the complete records of the County and of its Board of Supervisors and officers and that I have carefully compared the transcript hereto attached with those records and that the transcript hereto attached is a true, correct and complete copy of the records showing the hearing on a loan agreement and the adoption of a resolution expressing intent to authorize a loan agreement in a principal amount not to exceed $1,500,000.00 and that the transcript hereto attached contains a true , correct and complete copy of such resolution.

I further certify that no appeal has been taken to the District Court from the decision of the Board of Supervisors to enter into the loan agreement.

WITNESS MY HAND this 8th day of August, 2017.

County Auditor

Story County Information Technology

Application Analysis

June 6, 2017

Submitted by:

ACS

Your Technology Compass

11122 Aurora Avenue | Des Moines, IA 50322
Phone (855) SAFE.NAV | Fax (515) 223.7219
acsltd.com

Milestone 3 – Recommendations

- Overview
  - Once the analysis has been completed, recommendations will be summarized and provided to Story County Information Technology based on the topics mentioned in the Project Summary
- Tasks to be completed
  - Summarize findings
  - Make recommendations
  - Review findings and recommendations with Story County Information Technology

Project Timing

A minimum of two weeks is required to appropriately prepare for and schedule this project. Any delay that could affect this project will be communicated to Story County Information Technology as soon as possible.

Assumptions

Story County Information Technology agrees to:

- VPN access to the Jail Helper application
- Access to the Jail Helper application source code
- Access to the Jail Helper application data source(s)
- Information on the Criminal Justice Information System (CJIS) policies and the impact on the analysis and recommendations
- Client will provide IPs, username, passwords, SNMP strings, VPN access or anything else ACS will need to complete the work
- Provide a suitable work area for consultants assigned to the project
- Designate a Project Contact for the project. All decisions, scheduling, approvals, etc. will be made by the Project Contact
- Provide access to systems, software, and key individuals that pertain to the project
- Perform appropriate saves before and after the installation of any software products or program fixes that pertain to the project
- Provide computer hardware and software licensing that meet the minimum requirements necessary to run applications that pertain to the project
- All software and operating systems are expected to be at a currently supported version by the vendor, or will be upgraded to a currently supported version before project is started

Application Analysis

Projected Investment

Description	Estimated Hours	Estimated Fee
Application Analysis at $160/Hour	30	$4,800
Total:	**30**	**$4,800**

Services will be performed on a time and materials basis at the consultant's standard billable rate.

Pricing contained in this proposal is valid from 06/06/2017 until 07/05/2017.

Acceptance

I have read and understand the scope and terms as defined in this project. If this scope needs to be modified or changed, a change form or new quote will be created.

IT environments change rapidly which may cause a scope of work to change over time. ACS will attempt to honor pricing on all proposals for 30 days from the proposal date.

Signature: ____________________

Title: Chair BOS

Date: 8-8-17

PO/REF#: ____________________

Finance: (Y/N) ____________________

Please make sure to initial each page in the provided area and sign the last page. You can return the entire quote by Fax to (515) 223-7219 or E-mail to orders@acsltd.com.

INITIALS:

DRAFT

AUGUST 2017

REQUEST FOR PROPOSALS (RFP)

MANUAL AND GUIDELINES

STORY COUNTY BOARD OF SUPERVISORS
900 6th Street – Nevada, Iowa 50201 – www.storycountyiowa.gov

Table of Contents

Introduction to the RFP

The Purpose of this Manual

The purpose of this manual is to provide guidelines for the use of the competitive Request for Proposals (RFP) process. This manual assists users in understanding the County's RFP process. It further provides a consistent format in the way RFP's are written by all County Offices and Departments, reducing the development, editing time and likelihood of errors while increasing efficiencies. Nothing in this manual shall be construed to limit statutory authority or duty of the Board of Supervisors or any Story County Elected Official, nor shall this policy be construed as limiting the discretion of the Board of Supervisors or Elected Officials in the performance of any act or deed deemed necessary and prudent in the best interest of the public. Any RFP must follow the County's adopted Purchasing Policy (attached as Appendix F.)

The RFP process allows Story County to weigh the relative merits of proposals submitted by competing vendors. The County awards the contracts to the vendor submitting the most advantageous proposal, taking into consideration the proposal's relative merits based on evaluation factors and prices. The purpose of the RFP process in not necessarily to yield the cheapest price, but rather identify the vendor that provides the County with the most advantageous combination of price and other factors as well.

The RFP process is used primarily for the procurement of professional services, non-standard services, and specialized products or supplies. In some cases, it is appropriate to use an RFP process for construction and supplies.

Definitions of *professional services, non-standard services,* and *specialized products or supplies* are provided below.

Professional services are those services involving extended analysis, expression of opinion, exercise of discretion and independent judgement in their performance, and an advanced specialized type of knowledge, expertise or training customarily acquired by either a prolonged course of study or equivalent experience in the field. The performance of professional services may require a license, official certificate or authorization by the state.

Nonstandard services are those services involving unique or unusual circumstances, requiring a procurement and oversight process different from competitive bidding. Depending on the circumstances, examples of nonstandard services may include concession or revenue generation agreements, services subject to the managed competition process, and certain on-going social services.

Specialized products or supplies are items needed to provide a solution to highly complex operations, such as water treatment processes. These items cannot be clearly defined within routine specifications.

Conflicts of Interest and Contracting Efforts

The competitive nature of the public purchasing arena and the expenditure of significant amounts of public funds require strong ethical standards at all levels of the purchasing function, County Offices and Departments face the challenging task of developing good vendor relations and encouraging vendor competition while avoiding even the appearance of favoritism or other ethical misconduct. All County employees should avoid conflicts of interest when it relates to procurement activities. In this regard, County employees should not:

- Participate in or work on a contract knowing that the employee or a member of the employee's immediate family has an actual or potential financial interest in the contract. Such participation could include involvement as an employee through the decision process, including, but not limited to, approval, disapproval, recommendation, giving advice, investigation or similar action in connection with the contracting opportunity.
- Solicit or accept anything of value from an actual or potential vendor.
- Be employed by, or agree to work for, a vendor or potential vendor.
- Knowingly disclose confidential information for personal gain.

When an actual or potential violation of any of these standards is discovered, the person involved should promptly file a written statement concerning the matter with an appropriate supervisor and/or the Elected Official/Department Head. The person may also request written instructions and disposition of the matter. If an actual violation occurs or is not disclosed and remedied, the employee involved may be subject to discipline up to, and including, termination. The vendor or potential vendor may be barred from receiving future contracts and have an existing contract terminated.

In addition to the restrictions on contracting with the County, County employees are prohibited from soliciting, demanding, accepting or agreeing to accept from another person a gratuity or an offer of employment in connection with any procurement decision. Similarly, County employees are prohibited from accepting any payment or offer of employment made by or on behalf of a subcontractor as an inducement for the award of a subcontract or order. Finally, County employees may not knowingly use confidential information for actual or anticipated personal gain, or the actual or anticipated gain of any person.

Waiving the Procurement Requirements in this Manual

While an open and fair competitive process in contracting is the rule, there are exceptions where County Offices and Departments may need to request a waiver of the procurement requirements outlined in this manual. Reasons necessitating a waiver may include:

1. The contractor is a sole provider.
2. An emergency situation exists.
3. It is in the best interest of the County.

For items #1 and #2 the Elected Official/Department Head should contact the Chair of the Board of Supervisors and County Auditor for assistance in following the established County processes for these situations.

For item #3, the Elected Official/Department Head needs to request a formal waiver of the requirements set forth in the manual from the Board of Supervisors.

Noncompetitive purchases for the County are an exception and must be strictly controlled and carefully documented. It is also important to remember that negotiation should be conducted before agreeing to the purchase because the lack of competition may lead to a situation wherein a vendor may charge unreasonably high prices.

Determining Whether RFI, RFQ, or RFP is Appropriate

The desired outcome, or what Story County seeks, guides which procurement documents to use – Request for Information (RFI), Request for Qualification (RFQ), or Request for Proposal (RFP). In general, the following questions help direct the type of process:

- Is it information,
- Is it a solution to a problem, or
- Is Story County looking for a qualified vendor to provide a professional service?

In addition, the following may help determine the appropriate process:

- Requirement per Story County's Purchasing Policy, and/or
- Requirement per *Code of Iowa.*

Request for Information (RFI)

With an RFI, Story County solicits feedback from suppliers and may re-open or re-issue a procurement opportunity at a later day. The goal of the RFI process is to obtain more specific information that will help a County Office or Department clearly define the "Scope of Services" statement. An RFI should not be used when an RFP or RFQ would be more appropriate. The RFI process is open and public. The use of this process will not directly result in a contract; however, this process may provide a County Office or Department with sufficient information to issue a subsequent RPF or RFQ or identify potential vendors in the market to compete in a subsequent procurement solicitation.

Request for Qualifications (RFQ)

An RFQ is a solicitation document requesting that vendors submit a statement of qualification to demonstrate their expertise in response to the scope of services required. Typically, pricing is not a major criterion for award in an RFQ process. In some cases, pricing may not be discussed until negotiating with the selected vendor. The goal of the RFQ process is to identify one or more qualified vendors in specific disciplines. For two-step procurements, a specific RFP may be prepared and distributed directly to all appropriate vendors short-listed after participating in an RFQ process. One or more contract award(s) can be made pursuant to an RFQ.

Request for Proposal (RFP)

An RFP generally is used where it is best to not select a vendor solely on the lowest price. The goal of the RFP process is to identify the vendor that provides the most advantageous proposal to design, plan, or complete a project or task. The RFP process may be used alone or as a two-step process with an RFI or RFQ process preceding it. RFPs when used as the second step in the RFQ process do not generally require publication or other announcement. One or more contract award(s) can be made pursuant to an RFP.

Components of the RFP

RFP Template

An RFP Template is included in the manual as Appendix A, and is available on the County's Employee Intranet. The template is constantly evolving to align with current procurement procedures of the County and revised to meet the changing needs of County Offices or Departments.

Each time a new RFP is drafted, it is imperative to use the most up-to-date template. The RFP Template provides the skeletal components for writing an RFP. Each RFP is written to the specific requirements of the County Office or Department for its need at the particular time, thus making each one unique.

The RFP template is not all-inclusive of every procurement need of the County. The type of professional services, non-standard services, specialized products or supplies, or construction to be procured will usually determine what basic components to keep and to omit when writing an RFP. In addition, there may be additional language to include in the RFP that is not in the standard RFP Template. The purpose of this template is to display and assist the County Offices or Departments with the format and components of an actual RFP.

Structuring the RFP

The RFP document consists of many sections. The sections listed below attempt to cover the key elements included in any RFP issued by Story County, but is not intended to be a representation of all the sections included in the RFP document.

Cover Page – The cover page specifically lists the title of the RFP, RFP number (if applicable), due date, issue date, and assigned County contact information and place and time proposals are to be submitted and accepted.

Introduction of the RFP – This three-to-four sentence paragraph should be limited to a simple statement summarizing the action Story County intends to accomplish. This statement immediately helps the vendor to make a judgement as to whether the firm is in a position to undertake the project. For example: "Story County, Iowa, (hereinafter referred to as "County") is issuing this Request for Proposals (hereinafter "RFP") pursuant to the provision of the adopted RFP Manual and Story County, Iowa Code of Ordinance, from parties, (hereinafter "Vendors). The Vendor shall provide a general statement of services required (reason why you are issuing the RFP)..."

General Background Information – Background information should include only information judged necessary to help vendors understand the requirements. A brief narrative describing the County Office or Department in need of the services and the general background and historical events leading up to the present need may be appropriate.

Scope of Services/Specifications – One of the most important parts of any RFP is the Scope of Services/Specification, which contains the technical specifications, deliverables and performance requirements of the goods and services sought by the County.

The Scope of Services/Specifications must provide a general description of the following:

- A description of the services/products to be provided

- Specified drawings/schematics, diagrams, if any
- Pricing methods – unit pricing, time and materials, lump sum, etc.
- Schedule – when deliverables are required
- Level of experience – level of experience in the type of work to be performed
- Qualification – the minimum qualifications required from vendor.

The purpose of writing a Scope of Services/Specifications is to assure that the vendors have clear understanding regarding what Story County wants as deliverables. For this reason, the Scope of Services/Specifications should specify the performance requirements of the deliverables being requested, not merely describe them.

The Scope of Services/Specifications will more than likely be incorporated into the resultant contract. Therefore, it should clearly encompass all elements of the project for the desired results, including the criteria, standards, and/or measure of the work. A contract can only be binding to the degree that Story County has clearly defined the responsibilities of the vendor. Many conflicts can be prevented "up front" by carefully defining the work to be completed by the vendor. The County can more easily monitor the vendor's performance when schedules and tasks are clearly defined and specified.

Note: Occasionally, County Offices or Departments may enlist a third party to aid in the development of the Scope of Services. Such third parties may be deemed ineligible to submit proposals for RFPs or RFQs for which they assisted the development of the Scope of Services. County Offices or Departments should make available to the Board of Supervisors a list of the firms that aided in the preparation of an RPF or RFQ prior to the issuance of the RFP or RFQ.

Vendor Qualifications – This section states the minimum qualifications Story County requires from vendors. Qualifications may include, but are not limited to, the following:
- Firm experience in the field and/or with similar projects to the County's;
- Qualification of key personnel to be assigned to the County project;
- Certificates of licenses (if required);
- Proximity of a firm's office to the County;
- Company and key personnel references; and
- Financial capacity.

RFP Process Timetable – This section establishes the timetable for each RFP milestone. Below are some examples of what to include:
- RFP release or issue date;
- Deadline for vendors to submit written question(s) or request clarification;
- Pre-proposal meeting;
- Proposal submission date and time;
- Oral presentation(s) or interview(s);
- Start of proposal evaluation;
- Award to most advantageous vendor or vendors.

Question concerning the RFP – This section addresses how questions concerning the RFP are handled and who is the authorized point of contact for the RFP.

Pre-proposal Meeting (optional) – This section addresses the date, time, and location of the pre-proposal meeting if the County Office or Department elects to have one. The purpose of the meeting is to help prospective vendors understand the requirements and provisions of the RFP.

RFP Submission Requirements – This section should specify to the vendors where and how to submit, the number of originals, copies and electronic copies of the proposal and any other specifics with respect to submitting the proposal in response to the RFP.

Selection Process and Award Criteria – "Most Advantageous" criteria should be used in the evaluation section of an RFP to state the basis of award for the proposal and to provide guidance to the vendor about how proposals are evaluated. Only those items included in the RFP should be applied in evaluating proposals. The County cannot base award on criteria not presented to vendors in the solicitation document.

The RFP should specify that only the information provided with the proposal, subsequent written clarification provided in writing to all interested parties and oral presentation (if applicable) will be used in the evaluation process and award determination. The award criteria section must describe the areas to be evaluated. The County may provide related weights given or listed in order of importance for each evaluation criteria.

Process for Entering into an Agreement – This section describes the process for award and entering into an agreement with the most advantageous vendor or vendors.

Addenda and Changes to the RFP – This section explains how changes or addenda to the RFP will be handled and that it is the vendor's responsibility to monitor for addenda and/or corrections to the RFP.

Proposed Contract Term – The expected contract period or expected completion date is stated here along with any renewal options.

Proposal Content and Form – This section lists what should be included in the proposal response and the format for submission.

Standard County Contract Terms and Conditions – This section of the RFP is designed primarily for those contract clauses that do not directly relate to the Scope of Services, but which are needed to:

- Minimize the risk to Story County;
- Ensure that the County receives what it has bargained for; and
- Ensure clarity of the rights and remedies available to Story County, as well as the eventual vendor.

Such clauses may amend or expand the standard boilerplate clauses contained in the RFP depending on the requirements of the County Office or Department.

The standard County contract terms and conditions are provided in the RFP to allow vendors the chance to review and make any exceptions in consideration to contract negotiations. Unless otherwise stated by the vendor in response to the RFP, the vendor agrees to the Contract Terms and Conditions of the RFP, which later will become part of the negotiated contract.

Attachments and Forms – This section incorporates those additional forms necessary for the proposal process, such as pricing, proposed implementation plan, or resume forms. It may also be used to incorporate information or requirements related to the Scope of Services. Examples include: installation site plans, statistical data, special regulations, organizational charts, equipment layout, and such additional information as may supplement the RFP documentation.

RFP Process

The RFP process is complex and may take longer than a simple competitive bid selection. In general, the RFP process includes the following steps:

1. County Office or Department identifies the need.

2. Board of Supervisors advises County Office or Department of process.

3. Evaluation committee is established.

4. Draft RFP is developed and forwarded to the County Attorney's Office for review and comment.

5. Draft RFP is finalized and placed on the Board of Supervisors (BOS) agenda (typically as an additional item) for approval. Draft Language: Discussion and direction on the Insert the Name of the Project draft RFP for Insert Nature of Service (i.e., contractual, consulting).

6. Once approved by the BOS, public advertisement of RFP (at least two weeks) on the County's website for public notification purposes.
   NOTE: Please see Appendix E for directions on posting on the County's website.

7. (Non)mandatory pre-proposal meeting or site visit held (optional).

8. Submission of written proposals by vendors. This is typically on a Tuesday, and the Board of Supervisor may acknowledge receipt of all RFPs.

9. Evaluation of written proposals by the evaluation committee.

10. Oral presentations from selected vendors (optional).

11. Recommendation to the Board of Supervisors of one or more proposals as most advantageous to the County.

12. Contract negotiations with one or more vendors.

13. Once the vendor has signed the contract, execution of contract by the Board of Supervisors (typically placed on the consent agenda). Draft Language: Consideration of Contract with insert name of company effective insert effective dates/time period in the amount of $ insert amount for Insert nature of Services (i.e., contractual, consulting).

Process to Evaluate

Appointing an Evaluation/Selection Committee

The evaluation committee should be composed of a minimum of three individuals who are stakeholders in the final product or service, and/or individuals who have the necessary technical or program expertise. When forming an evaluation committee for a particular RFP, the following general factors should be kept in mind:

- The relevance of the individual's education and experience to the subject matter of the solicitation;
- The possibility that a superior could directly or indirectly influence the manner in which a subordinate may vote;
- The amount of time the individual would potentially be able to dedicate to the task relative to the amount of time needed to complete it; and
- The possibility of any conflicts of interest with respect to the individual's relationship to potential vendors. The individual must have the ability to maintain total impartiality throughout the selection process, as well as to focus on what is most advantageous for the County and not merely his or her own department or individual perspectives.

Only County employees and/or appointed members of County boards or commissions should serve as voting members on evaluation committees. Consultants may serve as technical advisors to the evaluation.

Note: There is no restriction as to how many people may serve on the evaluation committee. However, the recommendation is to enlist three to five individuals possessing expertise for the service/product being acquired. A cross function/departmental list of individuals who will work on the project in different ways is preferred. Limiting the number of team members makes the coordination of activities more efficient and helps ensure integrity of the process.

Evaluation Committee Members

Serving as a member of an evaluation committee means that an individual is entrusted with a great deal of responsibility on behalf of Story County to evaluate conscientiously the submitted proposals within the identified guidelines. Evaluation committee members are frequently required to devote considerable time reading proposals, making site visits, meeting to discuss proposals with other evaluators, and engaging vendors in oral discussions. Acceptance of an invitation to serve on an evaluation committee should be construed as a commitment, within reasonable limits, to expend the time necessary to complete the entire process and to perform a thorough evaluation.

Duties and Responsibilities of Evaluation Committee Members

Evaluation committee members must perform their evaluations to the best of their abilities without prejudice or bias. Furthermore, they must render a fair and impartial evaluation based exclusively upon:

- The evaluation criteria contained in the RFP;
- The contents of the vendors' proposals;
- Oral presentation(s);
- Discussion with vendors; or
- Other legitimate sources of reference.

Committee Meetings

Committee members are to attend all meeting of the committee. At the first committee meeting a timeline is typically established for the entire evaluation. This should include the number and dates of future meetings, if and when oral presentation(s) will be held, and where the meeting(s) will take place. It is the responsibility of the individual members to arrange their work schedules to allow for full and complete participation.

Committee members are encouraged to discuss openly their findings on each proposal at scheduled evaluation committee meetings. They should also freely discuss factors that might influence their evaluations, such as previous experience with a vendor.

Understanding Solicitation Documents

Committee members must read the RFP and acquaint themselves with the nature of the requested goods or services.

Communication with Vendors

Starting on the date a solicitation is issued, and expiring on the date the contract is awarded, actual prospective vendors (including their representative or persons acting on their behalf) are prohibited from contacting evaluation committee members other than the "contact" individual noted on the issued RFP or RFQ. Actual and prospective vendors include those vendors who have received notice that they have not been chosen as a finalist for any solicitation. Actual and prospective vendors (including their representative or persons acting on their behalf) are expressly prohibited from offering, presenting or promising gratuities, favors, or anything of value to any member of an evaluation committee or any appointed or elected official or employee of Story County, or their families.

Notwithstanding the foregoing, the following types of communication only are exempt and shall be permitted by the vendors during an open procurement process:

1. Actual and prospective vendors' formal response to the RFP;
2. Communications publically made during the official pre-bid conference;
3. Written requests for clarification during the period officially designated for such purpose by Story County; and
4. Communications during an oral interview, scheduled at the request of and for the benefit of the County's evaluation committee, if any.

During the no contact period, the contact identified on the released procurement document serves as the sole point of contact for any actual or prospective vendors. Any contact other than with the official contact person during the no contact period may be justification for rejection of the violator's proposal.

The Scoring Matrix

Collectively, the evaluation committee determines how the evaluation of the proposal is conducted and the method for selecting the most advantageous vendor. The evaluation committee to score the individual responses based on the evaluation criteria defined in the solicitation (i.e., RFP or RFQ) document uses a scoring matrix. The matrix becomes the scoring worksheet to be completed by each evaluation committee member. The individual scoring worksheet is summarized and averaged for the committee as a whole. Appendix C contains a sample scoring matrix to be modified accordingly, specific to each RFP.

The matrix should be completed prior to publishing the solicitation document in order to determine where additions or revisions are needed (to the solicitation document) when developing the scoring matrix. If time does not permit the scoring matrix to be completed prior to publication, then the matrix must be completed prior to the opening and review of the proposals. At a minimum, the scoring matrix must include the weight assigned to each criterion.

The RFP must advise the vendors of the evaluation criteria, which reflects the essential qualities or performance requirements necessary to achieve the objectives of the contract and allow the evaluation committee to evaluate proposals fairly. The evaluation criteria may take a variety of courses of information into consideration such as written response, oral presentation, and conformance to RFP requirements, experience, expertise, qualifications, proposed strategy and/or equipment. Specific portions of the required response should directly relate to the evaluation criteria. For example, if respondents are evaluated on past performance, consider including a corresponding questionnaire. To ensure fairness in evaluation, the evaluation criteria should reflect only those requirements specified in the RFP. The RFP should clearly state the consequences of failing to meet these requirements, such as being disqualified from the RFP process.

Criteria not included in the RFP may not be used in the selection or ranking of a proposal. For example, if respondents receive additional points for processing a national accreditation, that criterion must be included in the RFP so that vendors know there is an opportunity to score higher by providing these options. Likewise, if this information is not requested in the RFP, vendors who neglect to offer these options cannot be penalized. When determining the evaluation criteria, the committee should also consider the proposal submission associated with each criterion.

Weights are a numerical measurement assigned to criterion to express its relative importance or authority accorded in scoring. Cost is typically the most significant evaluation factor. However, there are procurements in which the skills and experience of the vendor or other factors may be more important than cost. For example, if a vendor has to have a specific set of skills, Story County may be willing to pay more for these skills. The criteria deemed most important by the County Office or Department should be assigned a higher weight than the other criteria.

Receiving Proposals

Pre-Proposal Meetings or Site Visits

Pre-proposal meetings or site visits with interested parties are optional. The meetings serve the purpose of:

- Reviewing the requirements of the RFP;
- Facilitating a clear understanding; and
- Promoting competition.

The pre-proposal meeting is a meeting of the prospective vendors and County representative(s).

Pre-proposal meetings and site visits may result in later modification to the RFP if there are conditions to which the County may have been unaware of at the time of the RFP was issued. In this event, a correction or addendum is composed by the County Office or Department and then posted publically prior to the RFP closing date. Those attending the meeting(s) are advised that only written modifications issued by the County are considered alterations to the RFP.

Modification and Withdrawal of Proposals

Proposals can be modified and/or withdrawn at any time, if requested in writing, prior to the deadline stated in the solicitation document, at which time proposals will be considered firm and become the property of the County and will not be returned.

Receiving and Opening the Proposal

The date, time, and place for receiving the proposals are set out in the RFP documents. The proposal will be considered only if received:

- Before the closing date and time, and
- At the right place designated for receipt.

County Offices or Departments should allow realistic time frames for this process. The proposal due date is assigned based on the complexity of the RFP. In general, a 30- to 60-day solicitation is considered standard. If a site visit or a pre-proposal meeting is required, addition time should be allowed. These considerations are also weighed against the urgency of the County Office or Department's need for the goods or services sought in the RFP.

After the proposal is received, Story County's contact verifies the proposals for basic responsiveness of the following:

- Completion of all proposal requirements;
- Execution of offer; and
- Mandatory documents.

Only the proposals that are submitted at the designated place of acceptance prior to the closing date and time and deemed responsive based on the above, will be forwarded to the evaluation committee.

Story County generally only makes the names available of the firms who have submitted a proposal in response to the RFP if requested by an interested party. No further information is revealed at that time, as contents of proposals may remain confidential until the date the recommended vendor is approved by the Board of Supervisors.

Evaluation of Proposals

The evaluation committee should assess the proposal itself and the vendor's ability to perform the prospective contract successfully. The evaluation committee reviews the submitted proposals then assesses their relative qualities solely on the factors and sub-factors specified in the RFP. The relevant strengths, deficiencies, significant weaknesses, and risks supporting a vendor's evaluation are documented on the RFP evaluation matrix as demonstrated in Appendix B.

Below are criteria recommended to be used for evaluating proposals:

- Cost or price evaluation
- Personnel
- Experience, expertise and qualification
- Proposed strategy or operation plan

Cost or price evaluation – normally, competition establishes price reasonableness. Therefore, when reviewing cost and price put forth in a proposal, comparison of the proposed prices will usually satisfy the requirements to perform a price analysis, and such, a cost analysis need not be performed.

However, when a cost analysis is required, the evaluation committee should request detailed information to understand how a vendor arrived at their quoted price. At this state, price is considered an estimate and committee members must understand how the vendor arrived at it before agreeing to the figures. Be certain the proposing vendor's analysis of the Scope of Service is the same as intended by the evaluation committee, and the estimate has been prepared based on that scope. If the analysis by the vendor is less than intended by the proposal, the estimate could be lower. If the analysis included factors not contemplated by the proposal, the estimate could be higher.

Essentials of cost should be clearly identified before a price is set for any work or labor on contracts. For example, in the RFP the County may require the vendor to submit the following:

1. The estimated direct labor cost and material costs to perform the work.
2. The overhead burden or indirect operational costs that the vendor charged for the work.

Personnel – Vendors should identify the number and types of personnel considered necessary to perform the Scope of Services (an employee classification and wage scale), including the amount of work by each type of employee (hours).

Most vendors establish an overhead rate from accounting records applicable to the normal operation of the vendor, usually expressed in the terms of a percent of direct labor charges. A universal percentage cannot be established, since each vendor has its own overhead rate. The analysis should recognize that overhead includes taxes, fringes, insurance costs, and other items. Review and/or verify all of the above items in completing a price analysis. County staff familiar with the Scope of Services delineated in the RFP should be able to determine whether the amounts of time and the pay rates of the types of employees to complete the work are appropriate. Before an agreement is reached, questions the staff may have regarding the price should be resolved. Consider using the following data:

- Customary or standard pay rates for that area;
- Overhead cost levels on comparable offers and analysis of items included as overhead;

- Former contracts including wage rates overhead, and profit in those contracts;
- Current staff experience in contracting for similar work; and
- Reasonable price with all factors considered.

Experience, Expertise and Qualification – Experience, expertise, and qualifications are an indicator of a vendor's ability to perform a contract successfully. The RFP evaluation committee reviews and determines the relevance of the vendor's experience, expertise and qualification, including the source of the information, context of the data, and general trends in the vendor's past performance. The committee may also take into account past performance information, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the contract when such information is relevant to the procurement.

Proposed Strategy or Operation Plan – The proposed strategy or operation plan reflects those activities and services that are critical to the successful delivery or implementation to address the desired needs to the County. The proposed strategy or operation plan provides detailed attributes – such as project timeline, deliverables, functionality, implementation, software, equipment, training, and other factors – that thoroughly explain the vendor's intent or solution to meet the County's overall objectives. This proposed strategy or operation plan allows the evaluation committee to understand the vendor's capability and proposed solutions or service level intentions.

Evaluation

Before the individual evaluations begin, the evaluation committee should meet to distribute forms, matrices, and proposals.

The evaluation process generally begins with an overview of the following:

- Member responsibilities regarding the critical nature of their non-disclosures and the integrity of the evaluation process;
- That the evaluation committee members may communicate with each other about the RFP, but that they should not disclose any information about the process to anyone not a part of the team;
- The evaluation criteria and scoring process; and
- The scoring matrix to ensure the team understands how the matrix works and how proposals will be evaluated.

The evaluation committee identifies the following (please see Appendix C for a checklist to assist during the process):

1. The evaluation committee establishes:
    a. The deadline for completion of evaluations;
    b. The tabulation of scores; and
    c. The principle that individual scores may be classified as a matter of public record.
2. Evaluation committee members must be reminded of the following:
    a. Conclusions are reached independently but team members may discuss issues with each other in arriving at their conclusions.
    b. Experts or technical advisors in a specific area may be used to help reach a decision. These experts or advisors provide factual data only and not tell committee members how to evaluate.
    c. Each proposal is evaluated individually against the requirements of the RFP.
    d. After the technical evaluation is completed, all evaluation matrices must be turned in to the primary contact.

Team Scoring and Proposal Evaluation Process

Step 1. The evaluation committee's first task is to eliminate all proposals that are not responsive to the RFP. Non-responsiveness includes failure to meet basic requirements or significant deviations from the terms of the RFP, such as not providing applicable licenses or certifications or not providing critical information that was requested in the RFP. Any bid that modifies or fails to conform to the essential requirements or specifications of the solicitation shall be considered nonresponsive and categorized as unacceptable.

Step 2. Once the non-responsive proposals have been eliminated, evaluation committee members conduct independent evaluations. In this phase, the committee members strive to evaluate each proposal by identifying both the strengths and weaknesses of each proposal. Each committee member scores each proposal accordingly and independently from other committee members' influence. Finally, committee members document any questions, concerns, or pertinent information they need to discuss with the evaluation team after it reconvenes to discuss the independent scores.

Step 3. Once the independent evaluations have been completed, committee members are encouraged to discuss openly their findings on each proposal at the scheduled evaluation committee meetings. They should also freely discuss factors that might influence their evaluations, such as previous experience with a vendor. Finally, the evaluation committee scores are tabulated and averaged for the committee as a whole to determine the highest ranked proposals. The committee members may choose to determine one or more proposals as most advantageous to the County at this stage or they may opt to identify a shortlist of vendors from the highest ranked proposals to participate in Step 4a and/or 4b (below).

Step 4a. (Optional). Once the shortlist has been identified, the committee may invite potential vendors to provide oral presentations to the committee and/or the Board of Supervisors. The committee predetermines the duration of such presentations and all committee members must attend them, if possible. Members should – to the best of their abilities – ask questions regarding parts of the proposals needing explanation or clarification or regarding those sections of a proposal that may have deficiencies. After the oral presentations, the evaluation committee scores are tabulated to determine the highest ranked proposals. Committee members may choose to determine one or more proposals as most advantageous to the County at this step.

Step 4b. (Optional). Once the shortlist has been identified, the committee may invite shortlisted vendors to participate in the next phase of the procurement, such as the second phase of a two part procurement where the County issued and RFQ first in order to shortlist firms to participate in a subsequent RFP phase (e.g., Design-Build projects). For two part procurements where an RFP follows an RFQ or RFI, the RFP document outlines the requirements of the shortlisted firms. After the conclusion of this step, the evaluation team scores are tabulated to determine the highest ranked proposals. The committee members may choose to determine one or more proposals as most advantageous to the County at this time.

Step 5. Recommendations are forwarded and acted on by the Board of Supervisors as set forth in the "Vendor Selection and Award" section.

Vendors' References

Story County uses the following statement in solicitation documents:

The County reserves the right to check all references furnished and consider responses received in determining the award.

By using this clause, evaluation committee members are not required to check references but may choose to do so.

Whether or not to check references as part of the evaluation is at the discretion of the committee based on the individual procurement.

Depending on the individual procurement, the County Office or Department may desire to add specific language that requires vendors to provide general letters of reference of projects relating to similar scope of services described outlined in the RFP or RFQ in their proposals.

If the evaluation committee opts to check references, a written questionnaire identifying the questions to be asked of the vendor's references should be developed.

Vendor Selection and Award

Committee Award Recommendation

With the assistance of the entire committee, the committee chairperson makes a written recommendation to the Board of Supervisors to award to a vendor or vendors deemed most advantageous to the County. This recommendation consists of:

- A summary of the procurement process;
- The acceptability or unacceptability of each vendor;
- The technical and financial ranking of each acceptable vendor;
- The combined final ranking of the vendors; and
- A detailed rationale explaining why the recommended vendor (or vendors) is the most advantageous.

Notice of Award

The primary contact shall notify the selected vendor or vendors in writing of the County's intent to enter into negotiations. This may be done electronically.

Contract Negotiation

After the Board of Supervisors has received the evaluation committee's recommendation to award and has taken final action on the selected vendor, the Story County Attorney's Office directs contract negotiation in cooperation with the County Office or Department. Once the vendor signs the contract, the contract is placed on the Board of Supervisors' agenda for action.

Contract File

The County Office or Department shall maintain a contract file, which identifies the successful vendor and the basis for the award decision. All documentation generated by the evaluation committee, individual committee members' reports, supporting written rationale, and final recommendation is to be included in the contract file.

This file becomes a matter of public record, and is open for review by the public and vendors upon final disposition of the contract or purchase order.

The only items the County can hold as confidential are items in the proposal marked confidential. If the vendor has marked information in the proposal as confidential, upon receipt of the public records request, the County will notify the vendor of its intent to release records to the requestor. The vendor shall have a maximum of five (5) business days beginning with the dated it receives notification to respond to the County by either accommodating the requestor, provide redacted copies of the documents, or pursuing legal remedies to stop the County's release of requested information. Said notification shall relieve the County of any further obligation under any claim of the vendor or any of its agents or affiliates in any jurisdiction in connection with the disclosure of such records. Vendor and its agents and affiliates may pursue legal and/or equitable remedies to stop or limit disclosure at their sole discretion.

Confidential or proprietary material must be clearly identified by the vendor and easily separable from the rest of the proposal. Such a request must provide written justification as to the basis for propriety or confidentiality treatment.

Debriefings

After a vendor is awarded the resultant contract from an RFP, vendors not selected for award may request a debriefing of the procurement to get a sense of their proposals strengths and deficiencies. If a debriefing is granted, the committee chairperson may be called upon to help the primary contact respond to debrief. The committee chairperson and the primary contact may need to meet with the evaluation committee members and review notes prior to the actual debriefing.

Appendix A – Sample RFP Template

REQUEST FOR PROPOSAL FOR

Insert Nature of Proposed Services/Products
Story County, Iowa

Story County, Iowa ("County") seeks proposals and cost estimates for the insert summarized description of the types of proposed services/products/projects as described in this Request for the Proposal ("RFP").

Sealed proposals: Vendor will deliver one (1) hard copy and one digital format (CD or flash drive) to the following address:

Story County Auditor's Office
c/o County Outreach and Special Projects Manager
Story County Administration
900 6th Street
Nevada, Iowa 50201

The envelope must be clearly marked "SEALED RFP". The name of the firm and contact person must be listed on the outside of the envelope. Any restrictions on the use of data within proposals must be clearly stated in the proposal itself. Non-disclosure cannot be guaranteed after the selection stage of the procurement due to public record laws.

Proposal: 12:00 PM CST, ___________________.
Proposals received after the proposal deadline will be considered late and will not be accepted. Proposals may be withdrawn and/or modified in writing prior to the submission deadline. Request for withdrawal must be in writing by the contact person named on the outside of the envelope. Proposals that are resubmitted must be sealed and received prior to the submission deadline. Each vendor may submit only one proposal.

Scope of Services
Introduction and General Information
EXPLANATION OF SECTION (to be removed in draft RFP): The purpose of this section is to explain what the Vendor is expected to do; how the Vendor is directed to perform, and where and when contract performance must take place. When drafting your scope of work, bear in mind that it must clearly communicate what you expect from the Vendor. If you think a term could be misunderstood, include a definition so that both parties have the same frame of reference. Avoid using phrases or clauses whose meaning is arguable or ambiguous. The words "should" or "may" have no place in the scope of services unless there is a clear need to advise the bidder that the action requested is purely optional. When action is mandatory, use the words "shall" or "must".

(Insert language here)

Conceptual Plan
The Vendor shall provide a Conceptual Plan, including a detailed statement of work for the product/services believed to be appropriate for Story County, addressing the Scope of Services detailed in this RFP as well as Capabilities and Warranty and Maintenance, as applicable.

The Conceptual Plan should indicate the following, at the minimum:

- Vendor name, address, and names of primary contacts.
- Outline personnel skills and services that distinguish the Vendor, incorporating appropriate staff profiles and a description of specific staff that will comprise the project team for this assignment. The staff profile should describe the Vendor's experience in providing services to the public sector, jobs of similar size(s) and provide applicable certification for staff members involved in the process.
- Samples of related/comparable past projects that would serve as examples of experience and expertise necessary for this work.
- Evidence of ability to work within tight time constraints.
- Provide the earliest date available to assume these duties.
- A proposed fee structure (cost per hour), based upon the plan of work proposed by the Vendor.
- Three (3) references that are to be included with the proposal.

Capabilities

EXPLANATION OF SECTION (to be removed in draft RFP): The purpose of this section is to put in the details of the work to be performed, if they have been defined/identified, and ask that the Vendor respond to these requirements with details as to the nature/types of services to be provided. If the RFP is being released for consulting services, this section will likely be brief.

(Insert language here)

Detailed Task Description

The following tasks are requested by Story County:

(Insert language here)

Warranty and Maintenance

This section should address any required warranty and/or maintenance expectations of the potential vendor/product. If the RFP is for consulting services solely, this section may not be applicable.

(Insert language here)

Evaluation Criteria

Story County will evaluate all proposals based on the following:

(Insert language here)

Submittal Process and Details

All proposals must be submitted as detailed in the manner described herein. Exceptions nor extensions to established deadlines will not be granted.

(Insert language here)

Story County will not meet individually in person or via other means with potential contractors. A Pre-bid meeting will be held on ______________.

Story County will be accepting questions from ____________, through 5:00 PM, ________________, regarding this RFP. Please submit questions via email to Leanne Harter, County Outreach and Special Projects Manager, at lharter@storycountyiowa.gov. Written responses will be published on the County's website www.storycountyiowa.gov on or before _________________and distributed to those who submitted questions no later than 12:00 PM on ______________.

Estimated Timeline

Release RFP
Pre-bid meeting
Questions due to Story County
Story County Responses published
RFPs Due
RFPs Reviewed
Selected Consultant presentations to Board of Supervisors
Board of Supervisors consultant selection
Contract development
Board of Supervisors action on contract
Effective start of contract

The above dates are subject to change at the discretion of Story County.

Proposal Terms and Milestones for Payment

EXPLANATION OF SECTION (to be removed in draft RFP): The purpose of this section is to address the following areas:

- Evaluation of Vendor performance: Identify performance standards that must be met for the Vendor to be considered in compliance.
- Reporting requirements and procedures: Written reports if any will be required during the contract term, how many copies, and where they are to be delivered.
- Special conditions: Contract extension and renewal; special payment procedure, bonds, or insurance required.

Insert language

Story County reserves the right to reject any and all proposals received as a result of this Request for Proposal. If a proposal is selected, it will be the most advantageous regarding quality of service, the Vendor's qualification, and capabilities to provide the specified service, and other factors that Story County may consider. Story County reserves the right to waive or not waive informalities or irregularities in proposals or proposal procedures, and to accept or further negotiate cost, terms, or conditions of any proposal determined by Story County to be in the best interest of Story County even though not the lowest bid.

The price quotations stated in the Vendor's proposal will not be subject to any price increase from the date on which the proposal is opened by Story County to the mutually agreed-to date of bid. An official authorized to bind the provider to its provisions for at least a period of 90 days must sign proposals. Failure of the successful Vendor to accept the obligation of the bid may result in the cancellation of any award. A service contract will be executed between Story County and the awarded Vendor.

The selected Vendor may not subcontract any of the work specified in this RFP without prior written consent of Story County.

Insurance
Vendor shall take out and maintain during service to the County under a contract such public liability and property damage insurance as shall protect Vendor, its subcontractors, and the County from claims for damages for personal injury, including accidental death, as well as for claims for property damage, which might arise from operations under its contract with the county, whether such operations be by Vendor or its subcontractor, or by anyone directly or indirectly employed by either of them. All insurance policies shall be issued by responsible companies who are acceptable to the County. The Vendor shall not cause any insurance to be cancelled nor permit any insurance to lapse during the life of the contract with the County. Vendor shall indemnify and hold County harmless from any damages, cost, claims or expenses which may arise as a result of any failure on the part of the Vendor to provide accurate and/or complete data information to the County as outlined and required by the Terms and Conditions of it contract with the County.

Form of Consultant Services Contract is Provided as Appendix A.

Appendix A
Provider Agreement

THIS AGREEMENT is entered into by and between Story County, and Iowa Municipal corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as "County", and____________________, hereinafter referred to as "Provider", whose mailing address and telephone number is____________________, telephone__________________.

1. PURPOSE AND INTENT. The purpose of the agreement is for the Provider to
____
____
____

2. FEES, EXPENSES & COMPENSATON. Consultant may charge a maximum hourly fee of $_______ for professional services necessary in the terms of this Agreement. Consultant may bill Client for travel expenses at the rate of not more than ______________________per mile, which shall be limited to actual mileage incurred to perform necessary tasks required to reach the Client's objective under this Agreement. Consultant may not bill or receive compensation from client for time spent traveling. All invoices must specify the invoice total and time period covered and detail the work performed or expense incurred per this Agreement. Consultant agrees that the hourly fee and mileage expense shall be Consultant's sole compensation for professional services and work performed because of this Agreement.

Provider understands that the County reserves the right to request additional specific information in accessing the accuracy of claim information.

3. INDEPENDENT CONTRACTOR. It is understood that provider is an independent professional contractor and that Provider will not in any event be construed or hold itself out to be an employee or agent of the County. It is further agreed that at no time will the Provider or the work efforts of the Provider be under the supervision or control of the County, although Provider agrees to comply with all reasonable requests and regulations applicable to any other business invitee of the County. It is also agreed that Provider, as an independent contractor, is not restricted to working exclusively for the County during the term of the Agreement.

4. INSURANCE & TAXES. Provider is responsible for Workers Compensation, Disability, Unemployment, Automobile Insurance, and any other insurance required by the State of Iowa and will provide certificates of insurance to the County on an annual basis. Provider is also responsible for any payment of State and Federal taxes and any other applicable tax. Provider is not eligible for any benefits the County may provide for its employees.

5. CONFIDENTIALITY. Provider agrees to comply fully with confidentiality in compliance with all laws and regulations regarding protected health information.

6. TERM AND TERMINATION OF AGREEMENT. This agreement is effective on the _____day of _______, 20__ for a period of ____year(s). The County may terminate this agreement immediately upon Provider's refusal to, or inability to perform under the agreement or Provider's breach of this agreement. Either party may terminate this agreement for any reason, without cause, by giving 90 days written notice to the other party.

7. ACCESS TO BOOKS AND RECORDS. Unless otherwise required by applicable laws, Provider shall allow the County access to all books and records for the purpose of auditing or reviewing Provider's claims, upon request by the County. Provider's failure to provide access under this section shall constitute a material breach of the agreement.

8. REQUIREMENTS. Provider hereby agrees to perform all duties in accordance with all state and federal laws and regulations. This provision includes but is not limited to Iowa Code Section 144.32. Provider assures that no person shall be on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this agreement by the Provider.

9. EXTENSION. If mutually agreeable to County and Provider, this Agreement may be extended. Such extension will be documented by written amendment, duly signed and dated by both parties.

10. ASSIGNMENT. Neither party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.

11. APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL. This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree with all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa. The parties hereby waive removal of any issue hereunder to the federal courts.

This agreement and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.

STORY COUNTY, IOWA (County)	________________________ (Provider)
By:	By:
Chairperson of the Board of Supervisors	
Dated: ____________	Dated: ____________

Appendix B – Sample Review Matrix

Story County encourages the following guidelines be followed in the review process of Request for Proposals (RFPs) released by Story County.

The process and materials presented are intended to be "customizable" as appropriate for the individual RFP.

Process

1. Upon "Acknowledgement of Receipt" by the Board of Supervisors, County staff are selected to evaluate the proposals received (forming the "evaluation committee").
2. The categories and scoring on the Evaluation Matrix are reviewed and decided upon. Customized areas should be noted (and the reasons for such).
3. Identify an individual of the evaluation committee to tabulate the collective review for documentation of the process and take general notes of the review.
4. As individuals, score the Evaluation Matrix.
5. Finalize collective score and recommendation.
6. Forward the recommendation and all applicable documentation to the County Attorney's Office for comment.
7. Upon acknowledgement from the County Attorney's Office, place the recommendation on the agenda for the Board of Supervisors.
8. Action by the Board of Supervisors.

RFP EVALUATION MATRIX

	Proposal #1	Proposal #2	Proposal #3	Proposal #4
1. Experience and Past ___% • Performance • References and past projects (Per Conceptual Plan Section RFP)				
2. Company organization and ___% Qualifications. • As documented by personnel • Qualifications and company • Description of capabilities (Per Conceptual Plan Section RFP)				
3. Statement of work ___%				
4. Cost ___%				
Totals				
Scale: 1-5 with 1 = worst and 5 = best				

Appendix C – Evaluation Committee Checklist

RFP Evaluation Committee Checklist

RFP Name:

RFP Number (if applicable):

Evaluation Committee Chairperson:

Task	Due Date	Responsible Party
1. Set deadline for completion of evaluations		
2. Develop Evaluation Matrix		
3. Develop meeting schedules and timeframes.		
4. Individually review RFPs		
5. Calculate evaluation matrices and forward information to committee members		
6. Review combined matrices and comments		
7. Schedule presentation (if applicable)		
8. Identify questions of vendors for presentations (if applicable)		
9. Review proposal following presentations (if applicable)		
10. Compile recommendations to the County Attorney's Office for review and comment		
11. Compile recommendations to forward to BOS		
12. Place item on the BOS agenda		
13. Present item to BOS		

Appendix D – Documentation of Process

RFP PROCESS DOCUMENTATION

Name of Request for Proposal

Date Received by the Board of Supervisors:

Acknowledgement Order (list by Consultant Name)

Date Reviewed:

Reviewers:

Discussion of Evaluation Matrix (note any customization)

Comments on Proposal Review (use additional sheets as needed, clearly label consultant's name)

Evaluation Matrix Scoring:

Finalized Score and Recommendation:

Date Forwarded to County Attorney:

Date of Action by BOS: Nature of BOS Action:

Appendix E – Draft Website Posting Suggestions

On Story County's website (www.storycountyiowa.gov), RFPs are located at:

Services > Bid Postings

Open the "Bid Postings" Module and select the appropriate category under which the RFP is to be placed (you can select more than one):

- Conservation
- Construction & Building Maintenance
- Consulting & Professional Services
- Emergency Management
- Information Technologies & Data Processing
- Law Enforcement Equipment & Support Services
- Mental Health & Disability Services
- Motor Vehicles
- Office Equipment
- Parks & Grounds Equipment & Maintenance
- Roads Construction & Maintenance

First, save the RFP in the Document Center under Home > RFPs.

You can use this to go to the "Related Documents" tab to relate the files to the RFP.

Under Bid Details:

[redacted]

Bid Number: *Fill this in if a number is assigned.*
Bid Title: *Put in the name of the RFP*
Start Date: *Start date as approved on the RFP*
Start Time: *Start time as approved on the RFP*
Publication Info: *You can hyperlink the RFP here.*
End Date: *End date as approved on the RFP*
End Time: *End time as approved on the RFP*
Submittal Info: *Fill in contact person information here.*
Bid Opening Info: *Fill in deadlines here, and if there is a special opening date in the RFP, put that here.*
Status: *This is a drop-down – just leave as "open" when initially putting in RFP.*
Addtl Status Info: *If you do an addendum, put that information here.*
Bid Recipient: *Leave blank.*
Description: *Put in the information from the Scope of Services section.*
Qualifications: *Put in the information from the Qualifications section.*
Special Requirements: *Put in applicable information from the RFP here.*
Miscellaneous Info: *Put in applicable information from the RFP here.*
Addendum Date: *If you do an addendum, put that information here.*
Pre-bid Meeting: *Date as approved on the RFP*
Contact Person: *Fill in contact person information here.*
Download Available: *You can hyperlink the RFP here.*
Fee: *This is generally left blank.*
Plan & Spec Available: *You can hyperlink the RFP here.*
Business Hours: *Fill in if felt needed.*
Fax Number: *Fill in if felt needed.*
Plan Holders List: *Fill in if felt needed.*

Appendix F – Procurement and Purchasing Policies

First Adopted: 04/17/2001
Last Revised: 06/09/2015

Effective Date: 06/16/2015

Story County Purchasing Policy

Definitions

"County" refers to Story County, including its offices, departments, boards, employees, and agents.

"Board" refers to Story County Board of Supervisors

"Department" refers to an office, department, board, commission or agency of the County.

"Department Head" refers to a department head of the County or designee assigned purchasing responsibilities. Designee names shall be communicated to the Board. The Board maintains authority over each Department Head.

"Elected Official" refers to an elected official of Story County.

"DHEO" refers to Department Heads and Elected Officials.

"Purchase" is defined as the transmission of public money from the County to another entity by an act or agreement founded upon valuable consideration resulting in the acquisition of any and all supplies, material, equipment, services, or real or personal property for the benefit of the County by any department, and includes any and all articles and supplies which shall be furnished to or used by any department, including any and all printing, periodicals, stationery and the rental, repair and maintenance of equipment and machinery, hardware, software, or intellectual property.

"Contract" refers to any written instrument or electronic document containing the elements of offer, acceptance, and consideration to which the County is a party.

"Lease" refers to a contract conveying from an entity to the County the use of real or personal property for a designated period of time in return for payment or other valuable consideration.

"Lease-Purchase" includes, but is not limited to, an arrangement in which title of ownership transfers at or shortly after the end of the lease term.

"Proposal" refers to a price given by a vendor for the supplies, material, equipment and/or services, as described to the vendor, but is not an authorization to ship, or of purchase. Notice to public of Request for Proposal (RFP) shall follow the best communication and practice for good/service requested. (e.g., web pages, mailings within certain range, industry or organization publications, etc.)

"Bid" refers to a complete proposal, submitted in competition, to execute specified job(s) within a prescribed time, and not exceeding a proposed amount that usually includes labor, equipment, and materials.

"Quotation" refers to an expected, stated price for goods or services given by a vendor, but is not an authorization to ship or of purchase.

General

Story County shall conduct all purchasing transactions in full compliance with Federal and State laws and any applicable Federal and State standards. All purchasing transactions, either negotiated or competitively bid, and without regard to dollar value, shall be conducted in a manner so as to provide maximum open and free competition.

Procedures shall be clear and consistent, and maximize the efficiency of payment of purchases.

Authority

The Board adopts an annual budget for the County and provides appropriations to the departments. The Board may also adopt budget amendments. The Board empowers Department Heads to make purchasing decisions within the budgeted line items of the applicable department. Elected Officials have purchasing authority within the capacity of their individual budgets and the scope of statutory duties of their offices. Every County purchase shall be documented on a claim form and presented to the Board prior to the payment. Presentation to the Board shall follow public agenda guidelines and deadlines established by the Clerk to the Board.

Nothing in this policy shall be construed to limit statutory authority or duty of the Board of Supervisors or any Story County Elected Official, nor shall this policy be construed as limiting the discretion of the Board of Supervisors or Elected Officials in the performance of any act or deed deemed necessary and prudent in the best interest of the public.

Local Purchases

Pursuant to *Code of Iowa* §23A.3, Story County shall first consider using locally-owned businesses within the County if cost and other considerations are relatively equal. However, the County reserves the right to purchase items outside of Story County if products or services needed are not readily available in Story County, or if a product or service can be purchased outside Story County at a considerable cost savings. Cost savings may include calculating costs to the County of operating, maintaining or upgrading the purchase over its expected useful or contractual life.

Sole-Source Purchasing (Non-Competitive)

All purchasing transactions shall be conducted in a matter so as to provide, to the maximum extent practical, competition. However, if open and free competition is not used, sole-source justification shall be provided with the purchase. The justification shall include a description of why it was necessary to purchase non-competitively, such as lack of legitimate competitors, time constraints, or other pertinent information.

Competitive Bids

Public notice calling for the submission of bids shall follow the relevant provisions of the *Code of Iowa* and the *Iowa Administrative Code*. The County reserves the right to reject bids or make counter offers.

Procedure by Price Threshold (unless otherwise established by the Code of Iowa)

Thresholds for Purchase

- Less than $5,000 principal amount
  - ➢ Regular claim process
- Between $5,000 - $25,000 principal amount; anticipated/acknowledged during the budget process
  - ➢ Regular claim process
- Between $5,000 - $25,000 principal amount; not anticipated/acknowledged during the budget process
  - ➢ Elected Officials should seek acknowledgement prior to purchase by the Board at a public meeting
  - ➢ Department Heads must obtain approval prior to purchase by the Board at a public meeting
- Greater than $25,000 principal amount
  - ➢ Request for Proposal or minimum of two (2) written/email quotations

Thresholds for Lease or Lease-Purchase Contract Requirements

- Principal amount less than $25,000 for real or personal property
  - ➢ New – place on Board agenda as an additional item
  - ➢ Recurring – place on Board agenda as a consent agenda item
- Principal amount between $25,000 - $600,000 for real or personal property
  - ➢ Place on Board agenda as a public hearing
  - ➢ Follow provisions of *Code of Iowa* §331.443
    - ✓ Publish Public Notice of proposed action including statement of purpose and amount
    - ✓ Follow Public Notice publication deadlines as defined by *Code of Iowa* §331.305: published no less than 4 days, no more than 20 days prior to public hearing
    - ✓ Ensure the Public Notice meets the requirements of *Code of Iowa* §618.14
- Principal amount over $600,000 for real or personal property
  - ➢ Place on Board agenda as a public hearing
  - ➢ Follow the provisions *Code of Iowa* §331.305
    - ✓ Follow Public Notice publication deadlines as defined by *Code of Iowa* §331.305: published no less than 10 days prior to discussion meeting, notice of public meeting
    - ✓ Ensure the Public Notice meets the requirements of *Code of Iowa* §618.14
    - ✓ Include in the published Public Notice the statement of purpose, proposed action, amount, time and place of the meeting, and the right of citizens to petition for an election
    - ✓ After 30 days, the Board shall hold a public meeting to enter into the lease or lease-purchase contract if no petition for election is received

The preparation and timely legal publication of public notices are the responsibility of the department requesting the purchase/contract.

It is the responsibility of the department to place items on an agenda of the Board of Supervisors.

Loans

Should the County enter into a loan agreement to borrow money for a public purpose, the County shall follow *Code of Iowa* §331.402 and all other applicable Code sections.

Essential County Purpose Bond or General County Purchase Bond

The County shall follow *Code of Iowa* §331.441 and all other applicable Code sections, as well as the advice of bond counsel.

Horizontal and Vertical Construction, Reconstruction, or Improvement projects

Code of Iowa §314.1B established horizontal and vertical bid thresholds for County projects, and shall be followed for each project. This applies to construction, reconstruction, and improvement projects. Repair or maintenance projects are not subject to the thresholds.

Repair or maintenance projects are defined in *Iowa Administrative Code* 761—180.3 (314), and shall be followed for each project. Current bid and quote thresholds available at iowadot.gov/local_systems/publications/bid_limits.htm.

Public Improvement Projects

If the estimated total cost of a public improvement project (excluding architectural, landscape architectural, or engineering design services and inspection as defined in *Code of Iowa* §26.2) is between $75,000 - $100,000, the County will follow a competitive quotation process.

If the estimated total cost of a public improvement exceeds $100,000 based on the licensed Engineer/Architectural report, the County shall follow the competitive bidding process as described in *Code of Iowa* §26.

Contract Purchases

Contract purchases, including recurring contracts, shall be approved and entered into by the Board. Each Department/Office is responsible for developing and managing its own contracts, and finalizing the specifications and standards expected from the vendor. These standards should be such that the contract performance can be measured. A new contract for a good or a service should be reviewed by the County Attorney or designee prior to submission for Board approval. A recurring contract should be reviewed by the County Attorney or designee if any changes occur. The Board and/or the applicable Department Head or Elected Official may request such review.

An officer or employee of the County shall not have an interest, direct or indirect, in a County contract as defined in *Code of Iowa* §331.342.

Process

For purchases made on a Story County account, upon receipt of shipment the DHEO shall examine the shipping document/invoice and ensure that all items have been received and are not damaged. Correction of discrepancies or replacement of damaged items is the responsibility of the Department or Office.

If the invoice amount is different than the quotation/bid received, it is up to the department to investigate and determine if the billed price is correct and appropriate.

Once shipment has been verified, the invoice and accompanying documentation shall be attached to a claim form, signed by the applicable DHEO or designee, and submitted to the County Auditor for payment.

Bids submitted in compliance with *Code of Iowa* §331.301, §331.341 and §384.94 – 384.103 shall be submitted to the County Auditor's office for opening at a public Board meeting. "Notice to Bidders" shall be pursuant to *Code of Iowa* §26.7.

Emergency Purchases

Emergency purchases may be made by a DHEO following verbal approval of a Board member, if said purchase falls within the limits of this Policy. What constitutes an emergency is at the discretion of the Board, in consultation with the applicable DHEO.

Exemptions

The following items shall be exempted from the Purchasing Policy. This list is not necessarily all inclusive and shall be amended as necessary.

- Wages
- Employee Benefits
- Utility Payments for the County
- County Boards' Compensation
- Payments made on behalf of General Assistance recipients
- Rent – Buildings and Land
- Judgments, Damages and Settlements
- Fuel – Secondary Roads
- Annual Publication of Delinquent Tax List – Treasurer
- Debt/Lease payments

Claims Processing Procedures

All claims must be for reasonable and necessary items which meet the requirements of public purpose. The public purpose shall be documented on the claim if not readily apparent.

The responsibilities of the Board of Supervisors and the Auditor regarding claims are provided and described in the *Code of Iowa* §331.401 and §331.504, respectively.

The Auditor's office has the statutory responsibility of processing claims submitted for payment and presenting an itemized list to the Board for approval; procedures are as follows:

Timetable

- For each fiscal year, the Auditor's office shall define a bi-weekly payment schedule
- Claims shall be submitted by the deadlines defined in the bi-weekly payment schedule
  - Claims are due by 3:00 pm on the due date
  - Any late fees incurred for tardy submissions are the responsibility of the submitting department
- Every claim will be file-stamped as received

Process

- Every claim shall be signed by the responsible DHEO or designee
- Employee claims for reimbursement must be signed by the employee and the responsible DHEO
- Detailed invoices shall be attached to each claim
- The code/line item shall be verified for correctness by the Auditor's office using the Uniform Chart of Accounts for Iowa County Governments
- All purchases will be compared and verified against the approved budget
- The Auditor's office will remove taxes, check for duplication, verify remit-to address, verify compliance with policies, and discuss any necessary changes with the submitting department
- Claims/payments that contain confidential HIPPA information shall be returned to the appropriate department once entered for payment
- Purchases and/or agreements that extend beyond one fiscal year require Board approval
- If there is a disputed charge, prior to submission of the claim, the submitting department is responsible for contacting the vendor to verify the situation. This includes credit card purchases. If the dispute results in late fees or other collection situations, the submitting department shall be responsible for resolution and payments (if any)

Non-conforming submissions

- Claims not conforming to this Purchasing Policy shall be questioned and discussed with the submitting department, including, but not limited to, claims which require Board approval prior to payment and claims lacking sufficient documentation
- Any non-conforming claim may be highlighted on the claims list presented to the Board for approval along with documentation detailing its non-conformance
- Any non-conforming claim may be selected for further inquiry as part of the County's annual audit

Thresholds for Physical Inventory and Capital Assets

- If an item exceeds $500.00, an inventory card shall be created for addition to the inventory list
- If an item exceeds $5,000.00, it shall be added to the capital asset list and depreciated, and an inventory card shall be created for addition to the inventory list

Grant Guidance

As a recipient and sub-recipient of State and Federal grant dollars, Story County shall follow all applicable State procurement requirements. Story County shall also follow the appropriate federal guidelines issued by the United States Office of Management and Budget (OMB) and the Code of Federal Regulations (CFR), including but not limited to OMB Circular A-102, OMB Circular A-110, 44 CFR Part 13, and 28 CFR Part 66. Story County shall follow OMB Circular A-133 Subpart C.300 to comply with auditee responsibilities. If applicable, Story County shall follow OMB Circular A-87 (relocated to 2 CFR Part 225) for cost principle standards.

Notification of receipt of State or Federal grant for a Department/Office shall be acknowledged by the Board in a public meeting.

State or Federal grant monies which flow through Story County accounts shall have unique, identifiable accounting codes established by the Auditor's office.

Receipt of property purchased with grant monies shall be used for the purpose intended. Story County or the applicable DHEO will be held accountable for the equipment. The DHEO shall have a control system in effect to ensure adequate safeguards to prevent loss, damage, or theft of the property. The recipient shall be responsible for proper maintenance and maintain appropriate inventory tracking to assist with financial reporting. Property purchased with State or Federal grant dollars will be subject to physical inventory verification conducted annually by the Auditor's office.

Effective Date

This policy shall be effective upon adoption; it replaces any and all previous versions of the Story County Purchasing Policy.

APPENDIX A

Claim Submission Guidelines

- Documentation remaining with a processed claim in the Auditor's office files needs to be **STAPLED** to the claim form. These files need appropriate documents to verify the services.
    - Any stubs that go with the check needs to be **PAPER CLIPPED** to the claim
    - If additional documents are sent with the check, please copy and paper clip to the claim
- If there is no documentation to attach, the claim must be signed by the vendor.
- Please **verify the remit-to address and make sure the claim form** has the correct address.
- Please verify the coding on the claim for completeness and accuracy.
- If there is an invoice number, please list it on the claim.
- There are circumstances in which a W9 (Tax Identification Form) is required. Examples include:
    - Rent payments
    - Contracted services with individuals
    - Attorney services
    - Medical Services
    - Real Estate/Easement purchases.
      (Please call & ask if uncertain)
- Unless a postage-paid envelope is provided by the vendor, do not include the envelope.
- Inventory cards are required for purchases of fixed assets over $500. The cards need to be submitted with the claim; checks are not sent until the inventory card is provided.
    - If deleting, trading, selling items that are on inventory, please provide an inventory card for that transaction also.
- New leases need to be signed/approved by the Board of Supervisors at a public meeting.
- When purchasing food/beverages for meetings of any sort, a statement must accompany the claim that states how the public will benefit by the expenditure of public funds.

APPENDIX B

Attorney General Opinions

1985 Iowa Op. Atty. Gen. 29
A county board of supervisors may not disapprove a claim submitted by elected county officers on the ground that claims exceeds the appropriation for the particular line item category that claim falls within.

1990 Iowa Op. Atty. Gen. 64
The county auditor acts as a ministerial officer when carrying out his or her duty to file claims against the county for presentation to the board of supervisors, the board is responsible for assessing the adequacy of proof supporting such claims, and the auditor may not refuse to file a claim for submission to the board.

2005 Grady to Cozine, Cherokee County Attorney, Opinion No. 05-2-2, Iowa AG
The county board of supervisors is responsible for determining whether the documentation accompanying a claim against the county provides sufficient information regarding the basis of the claim to justify payment.