

The Board of Supervisors met on 3/15/22 at 10:00 a.m. in the Story County Administration Building. Latifah Faisal, Linda Murken, and Lisa Heddens, with Faisal presiding. (all audio of meetings available at storycountyia.gov)
ADOPTION OF AGENDA: Faisal reported on a clerical error in Consent Agenda item #7; correct amount for election hardware is \$428,649.00. Murken moved, Heddens seconded adopting the agenda with noted change. Motion carried unanimously (MCU) on a roll call vote.

ASSAULT CARE CENTER EXTENDING SHELTER AND SUPPORT (ACCESS) ANNUAL REPORT: Tess Cody, Executive Director, highlighted in-person and virtual counseling, staffing concerns, partnerships, and increase in housing services.

EMERGENCY MANAGEMENT QUARTERLY REPORT: Keith Morgan reported on training, preparedness planning, exercises, operations, and upcoming items. The statewide tornado drill is 3/23/22.

REQUEST FROM HEARTLAND SENIOR SERVICES (HSS) FOR STORY COUNTY FINANCIAL CONTRIBUTION TOWARDS BUILDING OF A NEW CENTER: Leo Milleman, President of the Board of Directors, requested at \$300,000.00 toward the construction of a new center. He provided detail on the services provided by HSS. Pam White, President-Elect of the Board of Directors, provided additional detail on services as well as specifics about the proposed new center. Total cost is estimated at \$6.4M. Discussion took place. The Board concurred about concerns regarding transportation, outreach to rural residents, and contribution from the City of Ames. No action taken.

MINUTES: 3/8/22 Minutes and 3/8/22 Canvass Minutes – Murken moved, Heddens seconded the approval of the 3/8/22 and 3/8/22 Canvass Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) new hire, effective 3/21/22, in a) Treasurer's Office for Kathryn Witek @ \$17.22/hr; 2) pay adjustment, effective 3/13/22, in a) Attorney's Office for Tyler Grimm @ \$3,473.35/bw; b) Auditor's Office for Kristy Macki @ \$24.03/hr; Lisa Markley @ \$3,427.04/bw; c) E911 for Amanda Pyle @ \$2,117.84/bw; d) Facilities Management for Randy Russell @ \$18.10/hr; e) Recorder's Office for Nicole Wilson @ \$21.37/hr; f) Sheriff's Office for Bret Johnson @ \$3,402.65/bw; Brandon Lendt @ \$1,972.80/bw. Heddens moved, Murken seconded the approval of the Personnel Actions as listed. Roll call vote. (MCU)

CLAIMS: 3/17/22 Claims of \$ 1,297,735.09 (run date 3/11/22, 48 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from Central Iowa Drug Task Force (\$1,951.28), BooSt School Ready (\$26,851.38), BooSt Early Childhood (\$10,494.39), Emergency Management (\$3,122.64), E911 (\$69,634.88), County Assessor (\$2,067.79), City Assessor (\$20,205.44); and Central Iowa Community Services (\$193,739.36). Murken moved, Heddens seconded the approval of Claims as listed. Roll call vote. (MCU)

Heddens moved, Murken seconded the approval of Consent Agenda as listed with noted change.

1. Request from the Nevada Jaycees to place temporary informational signs along the Nevada Annual Bike Ride (NABR) route in the County right-of-way
2. Renewal for software and support fees between Story County and Atlas Business Solutions, Inc., effective 3/1/22-2/28/23, for \$4,290.00
3. Approved Central Iowa Regional Transportation Planning Alliance (CIRTPA) and State Recreational Trails (SRT) Grant Agreement with the Iowa Department of Transportation (DOT)
4. Iowa DOT Reimbursement to the Transportation Alternatives Program (TAP) Grant and a State Recreational Trails Grant as prepared by Snyder & Associates, Inc. for the paving of the Heart of Iowa Nature Trail (HOINT) between Huxley and the South Skunk River bridge
5. Utility Permits: #22-6180, #22-6179
6. Lease Contract between Story County and Marco for print services for printers and copiers for \$481.13 a month
7. Purchase Agreement, Software License Agreement, and Maintenance Agreement with Henry M. Adkins & Son, Inc. for Election Hardware (\$428,649.00) and Annual Software, Firmware and Maintenance (\$47,801.00)

Roll call vote. (MCU)

UPDATED FINANCIAL POLICIES (AFTER SEVEN-DAY REVIEW): Lucy Martin, Auditor, reviewed the changes as recommended in the annual audit. No additional comments or changes were received; she recommended approval. Murken moved, Heddens seconded the approval of the updated Financial Policies (after the seven-day review). Roll call vote. (MCU)

AMENDMENT NO. 1 TO STORY COUNTY PROVIDER AGREEMENT JESSICA MARTIN: Ethan Anderson, Story County Assistant Attorney, reported on contract amendments for Martin and Shelby Gibson [next item] to recognize their productivity and extend their contracts. Discussion took place. Heddens moved, Murken seconded the approval of the Amendment No. 1 to Story County Provider Agreement Jessica Martin. Roll call vote. (MCU)

AMENDMENT NO. 1 TO STORY COUNTY PROVIDER AGREEMENT SHELBY GIBSON: Discussed in previous item. Murken moved, Heddens seconded the approval of the Amendment No. 1 to Story County Provider Agreement Shelby Gibson. Roll call vote. (MCU)

CONTRACTED MOWING SERVICES, APPROXIMATELY \$31,300.00 (UNBUDGETED): Joby Brogden, Facilities Management Director, reported this was a planned request for FY24, but, due to delays with the heating, ventilation, and air-conditioning (HVAC) project at the Justice Center, he is requesting funding now. A budget amendment will be needed for both FY22 and FY23. While not budgeted, contracting mowing will save the County approximately \$12,000.00 as staff will be freed to work on multiple ongoing projects, and equipment will see less wear. Brogden provided as detailed breakdown of costs and savings. He has discussed the possibility with Assistant Auditor Lisa Markley. He requested approval, split over the current and the next fiscal year. Heddens moved, Murken seconded the approval of the Contracted Mowing Services of approximately \$31,300.00 from the Facilities Management budget. Roll call vote. (MCU)

RESOLUTION #22-66, KIMBERLEY FARM AGRICULTURAL SUBDIVISION: Andrea Wagner, Planning and Development County Planner, reported on process, location, proposed division, restrictions, and development regulations. No public comments were received; the City of Collins approved. Staff recommends approval. Murken moved, Heddens seconded the approval of Resolution #22-66, Kimberley Farm Agricultural Subdivision. Roll call vote. (MCU)

INFORMATION TECHNOLOGY (IT) QUARTERLY REPORT: Barb Steinback highlighted items from the submitted report, including print management, paging system, website update, staff opening, upcoming cybersecurity

audit, networking projects, audiovisual equipment for the Public Meeting Room, and Central Iowa Community Service (CICS) connection.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: All the Board members reported on meetings, and upcoming items.

Heddens moved, Murken seconded to adjourn at 12:04 p.m. Roll call vote. (MCU)

Story County Board of Supervisors
Meeting Agenda
Administration Building
900 6th St., Nevada, IA
3/15/22

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

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

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

Visit [HTTPS://WWW.ZOOM.US/](https://www.zoom.us/)

Click on "Join A Meeting" and use the Zoom Meeting ID 981 7092 0243 and Password 446094

To join the meeting by telephone:

Dial (312) 626-6799, then enter Webinar ID 981 7092 0243, Password 446094

Please visit WWW.STORYCOUNTYIOWA.GOV/92/BOARD-OF-SUPERVISORS

for more information on how to participate in meetings of the Story County Board of Supervisors.

2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. ADOPTION OF AGENDA:
5. PUBLIC COMMENT #1:
This comment period is for the public to address topics on today's agenda
6. AGENCY REPORTS:

I. ACCESS Annual Report - Tess Cody

Department Submitting Auditor

Documents:

[ACCESS ANNUAL.PDF](#)

II. Emergency Management Quarterly Report - Keith Morgan

Department Submitting Auditor

Documents:

EMA QTR.PDF

7. Consideration Of Request From Heartland Senior Services For Story County Financial Contribution Towards Building Of A New Center – Leo Milleman And Pam White

Department Submitting Board of Supervisors

Documents:

HSSREQUEST.PDF

8. CONSIDERATION OF MINUTES:

I. 3/8/22 Minutes & 3/8/22 Canvass Minutes

Department Submitting Auditor

9. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1)new hire, effective 3/21/22, in a)Treasurer's Office for Kathryn Witek @ \$17.22/hr; 2) pay adjustment, effective 3/13/22, in a)Attorney's Office for Tyler Grimm @ \$3,473.35/bw; b)Auditor's Office for Kristy Macki @ \$24.03/hr; Lisa Markley @ \$3,427.04/bw; c)E911 for Amanda Pyle @ \$2,117.84/bw; d)Facilities Management for Randy Russell @ \$18.10/hr; e)Recorder's Office for Nicole Wilson @ \$21.37/hr; f) Sheriff's Office for Bret Johnson @ \$3,402.65/bw; Brandon Lendt @ \$1,972.80/bw.

Department Submitting HR

10. CONSIDERATION OF CLAIMS:

I. 3/17/22 Claims

Department Submitting Auditor

Documents:

CLAIMS 031722.PDF

11. 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 Request From Nevada Jaycees To Place Temporary Informational Signs Along The Nevada Annual Bike Ride (NABR) Route In The County Right Of Way

Department Submitting Board of Supervisors

Documents:

NEVADA JAYCEES.PDF

II. Consideration Of Renewal For Software And Support Fees Between Story County And Atlas Business Solutions, Inc Effective 3/1/2022 - 2/28/2023 For \$4,290.00

Department Submitting Information Technology

Documents:

ATLAS SCHEDULE ANYWHERE.PDF

III. Consideration Of Approved CIRTPA And SRT Grant Agreement With The Iowa Department Of Transportation

Department Submitting Conservation

Documents:

HOINT CIRTPA AND SRT GRANT.PDF

IV. Consideration Of Iowa DOT Reimbursement For The Transportation Alternatives Program (TAP) Grant And A State Recreational Grant As Prepared By Snyder & Associates For The Paving Of The Heart Of Iowa Nature Trail Between Huxley And The South Skunk River Bridge

Department Submitting Conservation

Documents:

HOINT PHII GRANT FINAL.PDF

V. Consideration Of Utility Permit(S): #22-6180, 22-6179

Department Submitting Engineer

Documents:

UT 22 6179.PDF

UT 22 6180.PDF

VI. Consideration Of Lease Contract Between Story County And Marco For Print Services For Printers And Copiers For \$481.13/Mo

Department Submitting Information Technology

Documents:

MARCO CONTRACT.PDF

VII. Consideration Of Purchase Agreement, Software License Agreement, And Maintenance Agreement With Henry M. Adkins & Son, Inc. For Election Hardware (\$28,649.00) And Annual Software, Firmware And Maintenance (\$47,801.00)

Department Submitting Auditor

Documents:

STORY COST PROPOSAL 1.PDF
STORY IA UNISYN CONTRACT.PDF
MAINTENANCE.PDF
SOFTWARE LICENSE.PDF

12. PUBLIC HEARING ITEMS:

13. ADDITIONAL ITEMS:

I. Consideration Of Updated Financial Policies (After Seven-Day Review) - Lucy Martin

Department Submitting Auditor

Documents:

STORY COUNTY FINANCIAL POLICIES AMENDED MARCH 2022.PDF

II. Discussion And Consideration Of Amendment No. 1 To Story County Provider Agreement Jessica Martin - Tim Meals & Ethan Anderson

Department Submitting Story County Attorney

Documents:

MARTIN.PDF

III. Discussion And Consideration Of Amendment No. 1 To Story County Provider Agreement Shelby Gibson - Tim Meals & Ethan Anderson

Department Submitting Story County Attorney

Documents:

GIBSON.PDF

IV. Discussion And Consideration Of Contracted Mowing Services, Approximately \$31,300.00 (Un-Budgeted) - Joby Brogden additional items

Department Submitting Facilities Management

Documents:

MOWING SERVICES REQUEST.PDF

V. Discussion And Consideration Of Resolution #22-66, Kimberley Farm Agricultural Subdivision--Andrea Wagner

Department Submitting Planning and Development

Documents:

STAFF REPORT.PDF
RESOLUTION 22 66.PDF
APPLICATION MATERIALS.PDF
PLAT.PDF

14. DEPARTMENTAL REPORTS:

I. Information Technology Quarterly Report - Barb Steinback

Department Submitting Auditor

Documents:

IT QTR.PDF

15. OTHER REPORTS:

16. UPCOMING AGENDA ITEMS:

17. PUBLIC COMMENT #2:

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

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

19. ADJOURNMENT:

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

Story County Board of Supervisors

Agenda

3/15/22

NAME

ADDRESS

Leo E. Mellemant MD
Joby Pruden

³
3112 Northwood Dr Ames
Story Co. Fac. MGMT

April Tooinstra

32629 US HWY 65 Collins

Thomson Lynn
Pam White

17 W 1st MINN MARSHALL DR W, 120th
Ames

Chad Stutts

21885 730th Av Collins

Candice King

BOS

Jess (Cody)

ACCESS

Keith Morgan

Story EMA

Ameria Sencereman

PLD

Barb Steinleack

SCIT

Joel Ahrens

SCIT

Greg Pixlapp

Ames Chamber

Anna Mastley

Auditor

Lucy MARTIN

AUDITOR



March 9, 2022

RE: ACCESS report to Story Co. Board of Supervisors

Dear Board of Supervisors,

Thank you for your continued support of meeting the needs of Story County crime victims through the ASSET process. Since my last report we have seen many changes—especially in response to COVID-19 and within our staffing. Services have been gaining in robustness in recent months and we are excited about the trajectory of the agency.

The last time I presented to the board was at a time when we were in the process of fully re-opening services. In fall of 2020 we had already begun this process and saw most of our services back to fully available in person as of spring 2021. We continue to have in place options for virtual and remote client appointments, maintain increased spacing within shelter and enhanced cleaning in shelter. We continue to offer two all virtual support groups, which have been very well received. We anticipate continuing to offer a variety of ways of accessing care moving forward.

This past year has been a time of shifting and changing for ACCESS. Like many employers, we experienced significant employee turnover in May and June of 2021. This was most acutely felt within our Story County advocacy team with more than 50% employee turnover. We filled all of the vacancies, though have since had turnover in one Marshall and Tama County facing position and one administrative position. We are also in the process of hiring an additional temporary housing advocate based on the significant needs we are seeing. We have had a lot of success in hiring and are excited about the team we have forming. Many of our new hires are now nearing their 6 to 8-month mark and we are seeing them really get their feet underneath themselves. The energy and ideas of new advocates have been a great benefit to the agency and I have been really impressed with the support they have offered survivors. The theme of the rest of this fiscal year is onboarding and employee development to further bolster the team.

With staff turnover this past summer, we had to at times triage care. Networking and outreach were limited. This meant fewer referrals early in the current fiscal year and lower numbers of survivors served in July-October as we built our staff and team. We have seen service hours increasing early in 2022 and

anticipate them continuing to climb as our staff capacity to deliver care grows. Within our mid-year ASSET report, we provided some updates that mirrors this trend and I will highlight a few below.

Emergency Shelter: An area of strength has been our sheltering and housing services. In the first five months of the fiscal year, we provided 29 Story County survivors with 842 bed nights of emergency shelter. This represents 41% of projected clients and 38% of the projected bed nights. We believe we are right on track for this year's projections.

While we have provided a lot of service, ACCESS has continued to see a high demand for emergency shelter services. Our shelter beds have been full nearly continuously throughout the reporting period. During the first five months of this fiscal year, we turned away 136 Story County survivors from emergency shelter services. Of those, 105 were turned away because we were full. When we are not able to provide emergency housing services to a caller in need, staff will provide guided referrals to other emergency housing programs or process diversion options with the caller such as identifying a friend or family member they would be able to safely stay with, providing rental assistance to prevent homelessness for a survivor experiencing financial abuse, or providing gas assistance so the caller can relocate out of the area if they identify that is the safest options for them. No survivor is ever turned away without options for safety, however the options available throughout the state are very limited at this time.

Domestic Abuse Services: Between July 1 and Nov 30, ACCESS provided 1,140 hours of crisis counseling and support services to 112 unduplicated survivors of domestic abuse in Story County. In addition, we provided 22.5 hours of crisis counseling within 60 crisis calls that were fully anonymous. This is over 45% of our projected service hours for the fiscal year, and 29% of our projected survivors reached in Story County.

Sexual Abuse Services: Between July 1 and Nov 30, ACCESS provided 399.75 hours of crisis counseling and support services to 100 unduplicated survivors of sexual abuse in Story County. In addition, we provided 4 hours of crisis counseling within 9 crisis calls that were fully anonymous. This is approximately 25% of our projected service hours for the fiscal year, and 57% of our projected survivors reached in Story County. Knowing that two-thirds of our sexual abuse team have been with ACCESS less than six months, we know that a large portion of this team is providing base level care and their skills for advanced care will grow in the months ahead. In addition, we saw a significant increase in the number of survivors seeking medical care in fall of 2021. Pre-pandemic this was a major way we received client referrals. Through the pandemic, sexual assault exams substantially decreased. With a high number of referrals in fall of 2021, we anticipate this meaning a higher volume of survivors receiving service hours of counseling, case management and other care in 2022.

Survivors seeking support through court advocacy have been down, though we are hoping active networking and relationship building will help with this trend. In the last few months of the winter we did meetings with the County Attorney Office, Sherriff Department, Nevada Police Department, Ames Police Department and Iowa State Police Department. In addition, we did joint training with Iowa State Police and Nevada Police. We plan to continue to find ways to build connections for referrals as many of

these departments have also experienced significant turnover and changes. In addition to this networking, all of our teams have goals to build connections with other service providers, schools, and nonprofits. With turnover in so many places, focusing on rebuilding the connections within the county and re-forming the safety net for survivors in both support and referrals is critical.

To close, I want to say thank you to the board of supervisors and county for continuing to be a great partner in serving survivors. Meeting the needs of Story County residents is really hard and we have appreciated this board and many of the county departments we collaborate with in helping figure out how to best meet the needs of survivors.

Respectfully,

Tess Cody
Executive Director
tess@assaultcarecenter.org



Keith Morgan, Coordinator

Melissa Spencer, Deputy Coordinator

Board of Supervisors Update

As Of March 8, 2022

Response:

December 15th, Story County experienced another derecho. The National Weather Service did an excellent job of providing warning well in advance of the system arrival. Within Story County, Emergency Management coordinated activation of Outdoor Warning Sirens (OWS) due to the warnings indicating the possibility of winds up to 80 mph. It was noted that the OWS did not activate in Maxwell and the city was asked to work with dispatch to determine the cause of the failure and corrective actions. This derecho produced 63 confirmed tornadoes that occurred in Iowa with 21 of those tornadoes being rated EF-2. Sixty-three is unofficially the most tornadoes in Iowa in a single day. Story County was fortunate to have been spared tornado activity.

The Deputy assisted Zearing with using the Story County Iowa Alerts mass notification system to notify residents of a boil advisory for the city.

The Coordinator responded to a stove fire at 120th St and 640th Ave on March 5th. Most of the stove on the site had been previously removed, but there are still three rows of partial bales on the ground. The fire is extremely slow burning and produces smoke noticeable well-off site. This is the second fire at a stove site that has been deconstructed and it is anticipated it will take significant time for the fire to burn out. Application of water to extinguish the fire has been found to be ineffective in the past.

Severe storms impacted Iowa on March 5th, leading to seven deaths. Emergency management monitored the storms and fortunately the county did not experience any damage.

Preparedness:

Planning

Emergency Support Function (ESF) 8/Public Health and Medical was adopted by the Emergency Management Commission during the January meeting.

ESF 10/Hazmat was revised and approved by the Local Emergency Planning Committee (LEPC). It will now go to the Emergency Management Commission for adoption.

An ISU Veterinarian student approached Emergency Management with a request to do a project with the office as a part of their Masters program. Our office suggested she work with the Story County animal shelters to develop continuity of operations plans based upon sharing of resources. The plans are 70% complete.

PREVENTION

PREPAREDNESS

RESPONSE

RECOVERY

MITIGATION

Proudly serving the communities of:

Ames – Cambridge – Collins – Colo – Gilbert – Huxley – Kelley – McCallsburg – Maxwell- Nevada
Roland – Sheldahl – Slater – Story City – Story County – Zearing

Story County does not have sufficient resources to respond to a mass casualty event. The Coordinator is part of a working group that will be developing guidance to mobilize the medical system to provide resources for a mass casualty. This will be a long-term project.

Training

A workshop for elected officials was conducted in the evening on Dec 20th. Eight officials attended the training.

Three training one-hour sessions (morning, afternoon, and evening) for was provided to thirty-two Emergency Operations Center staff. The training focused on command and control communications.

On Feb 28th, the Coordinator provided training on the new radio system to 24 first responders. The training sparked good conversation on how the capabilities of the system can best be used in large or complex situations.

The office continues to work with Ames to develop command and control training for their Incident Command Center. The first of five, 1 ½ to 2 hours training sessions was completed on March 7th. There are training sessions planned for each section of the incident command structure.

Exercises

No exercises were conducted during this period

Operations

Significant staff time is being expended developing request for proposal documents and draft contracts for the COVID-19 After Action Review, the contract support for the Story County Emergency Management/Ames functional exercise, and the Hazard Mitigation Plan revision. Management of these projects will take considerable staff time.

Looking Forward

-The Statewide Tornado Drill will occur at 10 am on March 23rd. Emergency Management will be coordinating an exercise to test the activation of Outdoor Warning Sirens during the drill. Story County is urged to have each facility participate in the drill, using the special statement on the weather radios at 10 am to initiate the drill.

-Work continues on Emergency Support Functions (ESFs) 6 Mass Care and ESF 11 Agriculture and Natural Resources will continue.

-The office is working on providing training to Ames, the Sheriff's Office Partner's team, and Incident Command System training ICS 100 to local governments.

-The COVID-19 after action review will begin and Emergency Management will need our stakeholders to give the consultants some of there time to provide their perspective on the Agency's response and ways that we can be better.

- Highly Pathogenic Avian Influenza (HPAI) 'bird flu' has been identified in Iowa. Emergency Management will continue to monitor the situation.



PO BOX 748
205 S. Walnut, Ames, IA 50010

Story County Resources for Successful Aging

March 15, 2022

Story County Board of Supervisors
900 6th Street
Nevada, IA 50201

Dear Board of Supervisors,

On behalf of our Board of Directors, we respectfully request that Story County government contribute \$300,000 toward the new center Heartland Senior Services of Story County will be constructing in 2022/23. The project budget for this facility totals \$6,400,000.

This request is founded upon HSS serving over 2,200 unduplicated seniors from throughout Story County, and for our agency being an outcropping of action taken by the Story County Supervisors' in 1974. A little-known fact; the first office for senior services was located in the basement of the Story County Courthouse. The activities/programs provided in Nevada in the 1970's were then combined with senior services held in Ames. Once united, they were located in the basement of the Riverside Manor Nursing Home and the Munn Hotel in Ames.

In 1982, with the understanding it would become a senior center, the city of Ames purchased the 1952 Willson School building from the School District (205 S. Walnut Street). Programs and services were then moved into the Willson facility. Services have continued to operate at this location as Heartland Senior Services of Story County.

For the past twenty-years, the HSS Board of Directors has strived to obtain funds to build a new facility. Thankfully, we have now raised significant funds and we are proceeding to construct a new building at the same location. Supply chain issues and related cost increases are an ongoing concern.

It is also important to note, we will be placing a high priority on technology. Advancements in this area will allow the facility to also serve as a 'virtual' center. This will afford seniors from throughout Story County access to physical activities, educational offerings in health and nutrition, and social networking opportunities.

On behalf of the seniors we jointly support and champion, thank you for considering this capital funding request.

Respectfully Submitted,

Leo Milleman, MD, President, Board of Directors
Pam White, PhD, President-Elect, Board of Directors

HSS Mission: *Heartland Senior Services of Story County offers life-enriching opportunities for older adults and provides support for their families and caregivers.*

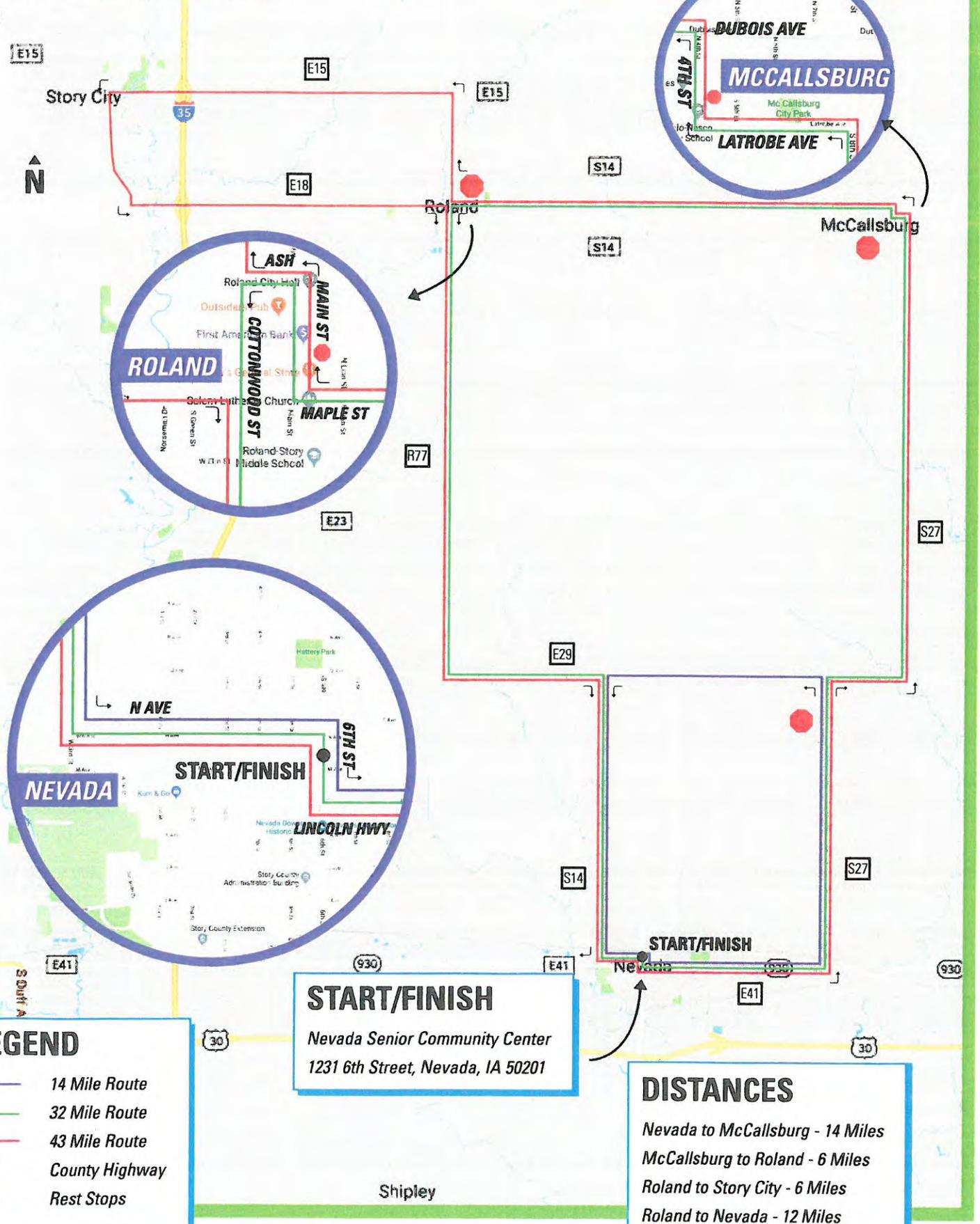
APPROVED **DENIED**

Board Member Initials: *LT*

Meeting Date: _____

Follow-up action: *Under Consideration*
 at future date

NABR Route



LEGEND

- 14 Mile Route
- 32 Mile Route
- 43 Mile Route
- County Highway
- Rest Stops

START/FINISH
Nevada Senior Community Center
1231 6th Street, Nevada, IA 50201

DISTANCES

- Nevada to McCallsburg - 14 Miles
- McCallsburg to Roland - 6 Miles
- Roland to Story City - 6 Miles
- Roland to Nevada - 12 Miles



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

Memorandum

To: Story County Board of Supervisors

Through: Michael D. Cox, Director

From: Patrick Shehan, Special Projects Ranger

Date: March 15, 2022

Re: Consideration of approved CIRTPA and SRT Grant Agreement with the Iowa Department of Transportation.

The attached Agreement with the Iowa Department of Transportation outlines the processes of completing the CIRTPA and SRT Grant that SCC was awarded. This grant is for the paving project on the Heart of Iowa Nature Trail between the South Skunk River Bridge and 610th Avenue. These grants are for \$250,000 and \$384,000 (respectively). The engineers cost opinion is \$674,000. The remaining funds are available in the Energy Transfer Fund.

Story County Conservation Board recommends approval.


Approval

Disapproval

3.15.22

Date

Date

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-Aid Agreement for a
Iowa's Transportation Alternatives Program (Iowa's TAP) Project**

Subrecipient: **Story County**

Subrecipient DUNS Number: **050813112**

Project Number(s): **TAP-R-C085(171)--8T-85 & RT-C085(169)--9H-85**

Iowa DOT Agreement Number: **22-TAP-109**

This agreement, made as of the date of the last party's signature below, is between Story County Conservation Board (hereinafter referred to as Subrecipient) and the Iowa Department of Transportation, the federal pass-through entity (hereinafter referred to as the Department). Iowa Code Sections 306A.7 and 307.44 provide for the Subrecipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects in Iowa with federal funds. Federal regulations require federal funds to be administered by the Department. The federal-aid highway funds included in this agreement are jointly implemented by the Federal Highway Administration (FHWA) and the Department.

The Subrecipient has received federal funding through the Iowa's Transportation Alternatives Program (Iowa's TAP), which is funded by the Surface Transportation Block Grant Program (STBG), as codified in Section 133 of Title 23, United States Code (U.S.C.), which are hereinafter referred to as STBG funds. The Catalog of Federal Domestic Assistance (CFDA) number and title for this funding is 20.205 Highway Planning and Construction.

The Subrecipient has also received State Recreational Trail (SRT) funding under Iowa Code Chapter 465B and according to Iowa Administrative Code 761 Chapter 165. The application was approved by Transportation Commission Order No. TD-2022-28 on October 12, 2021, hereinafter referred to as SRT funds.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide the funding named above to the Subrecipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Subrecipient shall be responsible for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The Department's contact person shall be Scott Flagg, Office of Systems Planning, 800 Lincoln Way, Ames, Iowa 50010, 515-239-1252. The Subrecipient's contact person shall be Michael Cox, Executive Director, Story County Conservation Board, 56461 180th St., Ames, Iowa 50010, (515) 232-2516.
3. The Subrecipient shall be responsible for the development and completion of the following described project:

Heart of Iowa Nature Trail: Surfacing & Trail Improvements from East side of South Skunk River Scenic Bridge to 610th Avenue

4. The Subrecipient shall receive reimbursement for costs of authorized and approved eligible project activities under the Iowa's TAP program from STBG funds. **The portion of the project costs reimbursed with STBG funds shall be limited to a maximum of either 80 percent of eligible costs (other than those reimbursed with other federal funds) or the amount listed (\$250,000) in the CIRTPA current Transportation Improvement Program (TIP) and approved in the current Statewide Transportation Improvement Program (STIP), whichever is less.** Eligible project activities will be as described in Section 133(h) of Title 23, United States Code (U.S.C.), and determined by the Department to be eligible.
5. The Subrecipient shall receive reimbursement for costs approved as eligible by the Department from SRT funds. **The portion of total project costs reimbursed with SRT funds shall be limited to a maximum of either 75 percent of eligible costs (other than those reimbursed with other state or federal funds) or the amount approved of \$384,000, whichever is less.** Eligible project activities include only those listed in Iowa Administrative Code 761 Chapter 165.
6. Eligible project costs in excess of the amount reimbursed by the Department above will be considered the local contribution and may include cash, non-cash or approved state fund contributions, subject to Department approval. The local contribution must equal a minimum of 20 percent of eligible project costs. The subrecipient shall certify to the Department the value of any non-cash contribution to the project prior to it being incurred and in accordance with the procedures outlined in the applicable Instructional Memorandum to Local Public Agencies (I.M.s). The Department retains the sole authority to determine the eligibility and value of the Subrecipient's non-cash contribution for the purposes of this agreement. If the Subrecipient's total cash and non-cash contribution is determined by the Department to be less than that required by this agreement, the Subrecipient shall increase its cash contribution or the grant amount associated with this project shall be reduced accordingly.
7. **The Subrecipient must have let the contract or have construction started within two years of October 1, 2021** If the Subrecipient does not do this, they will be in default for which the Department can revoke funding commitments. The Department may approve extensions of this agreement for periods up to six months upon receipt of a written request from the Subrecipient at least sixty (60) days prior to the deadline.
8. If the Subrecipient fails to perform any obligation under this agreement, the Department shall have the right, after first giving thirty (30) days written notice to the Subrecipient by certified mail return receipt requested, to declare any part or all of this agreement in default. The Subrecipient shall have thirty (30) days from date of mailing of the notice to cure the default. If the Recipient cures the default, the Subrecipient shall notify Department no later than five (5) days after cure or before the end of said thirty (30) day period given to cure the default. The Department may thereafter determine whether the default has, in fact, been cured, or whether the Subrecipient remains in default.

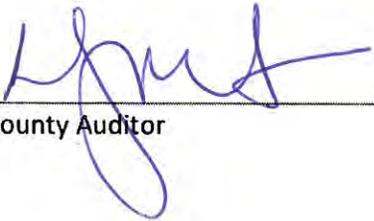
9. This agreement may be declared to be in default by the Department if the Department determines that the Subrecipient's application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the Department determines that the project is not developed as described in the application and according to the requirements of this agreement.
10. In the event a default is not cured the Department may do any of the following: a) revoke funding commitments of funds loaned or granted by this agreement; b) seek repayment of funds loaned or granted by this agreement; or c) revoke funding commitments of funds loaned or granted by this agreement and also seek repayment of funds loaned or granted by this agreement. By signing this agreement the Subrecipient agrees to repay said funding if they are found to be in default. Repayment methods may include cash repayment, installment repayments with negotiable interest rates, or other methods as approved by the Department.
11. The Subrecipient shall comply with Exhibit 1, General Agreement Provisions for use of Federal Highway Funds on Non-primary Highways, which is attached hereto and by this reference is incorporated into this agreement.
12. **The Subrecipient shall maintain, or cause to be maintained for the intended public use, the improvement for twenty (20) years from the completion date in a manner acceptable to the Department.**
13. This agreement is not assignable without the prior written consent of the Department.
14. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
15. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
16. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same agreement.
17. This agreement and the attached exhibit constitute the entire agreement between the Department and the Subrecipient concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the Department and the Subrecipient.

September 2018

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

SUBRECIPIENT: Story County

This agreement was approved by official action of the Story County Board of Supervisors in official session on the 15th day of MARCH, 2022.


County Auditor


Chair, Board of Supervisors

IOWA DEPARTMENT OF TRANSPORTATION
Transportation Development Division
800 Lincoln Way, Ames, Iowa 50010
Tel. 515-239-1664

By: _____ Date _____
Craig Markley
Director
Systems Planning Bureau

EXHIBIT 1

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

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

1. General Requirements.

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

pay initial project costs and request reimbursement from the Department, the Subrecipient shall report this project on its SEFA. If the Department will pay initial project costs and then credit those accounts from which initial costs were paid, the Department will report this project on its SEFA. In this case, the Subrecipient shall not report this project on its SEFA.

- f. The Subrecipient shall supply the Department with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The Subrecipient shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subrecipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Department-assisted contracts.
 - ii. The Subrecipient shall comply with the requirements of I.M. 5.010, DBE Guidelines.
 - iii. The Department's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subrecipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Subrecipient with written notice of termination pursuant to this section.

2. Programming and Federal Authorization.

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

3. Federal Participation in Work Performed by Subrecipient Employees.

- a. If federal reimbursement will be requested for engineering, construction inspection, right-of-way acquisition or other services provided by employees of the Subrecipient, the Subrecipient shall follow the procedures in I.M. 3.330, Federal-aid Participation in In-House Services.

- b. If federal reimbursement will be requested for construction performed by employees of the Subrecipient, the Subrecipient shall follow the procedures in I.M. 6.010, Federal-aid Construction by Local Agency Forces.
- c. If the Subrecipient desires to claim indirect costs associated with work performed by its employees, the Subrecipient shall prepare and submit to the Department an indirect cost rate proposal and related documentation in accordance with the requirements of 2 CFR 200. Before incurring any indirect costs, such indirect cost proposal shall be certified by the FHWA or the federal agency providing the largest amount of federal funds to the Subrecipient. If approved, the approved indirect cost rate shall be incorporated by means of an addendum to this agreement.

4. Design and Consultant Services

- a. The Subrecipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.
- b. If the Subrecipient requests federal funds for consultant services, the Subrecipient and the Consultant shall prepare a contract for consultant services in accordance with 23 CFR Part 172. These regulations require a qualifications-based selection process. The Subrecipient shall follow the procedures for selecting and using consultants outlined in I.M. 3.310, Federal-aid Participation in Consultant Costs.
- c. If Preliminary Engineering (PE) work is federally funded, and if right-of-way acquisition or actual construction of the project is not started by the close of the tenth fiscal year following the fiscal year in which the federal funds were authorized, the Subrecipient shall repay to the Department the amount of federal funds reimbursed to the Subrecipient for such PE work. PE includes work that is part of the development of the PS&E for a construction project. This includes environmental studies and documents, preliminary design, and final design up through and including the preparation of bidding documents. PE does not include other activities that are not intended to lead to a construction project such as planning, conceptual, or feasibility studies.

5. Environmental Requirements and other Agreements or Permits.

- a. The Subrecipient shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The Subrecipient shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.020, Concept Statement Instructions; 4.020, NEPA Class of Action Process; 4.030, Environmental Data Sheet Instructions; 4.110, Threatened and Endangered Species; and 4.120, Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the Subrecipient shall follow the procedures in I.M. 4.170, Farmland Protection Policy Act.

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

6. Right-of-Way, Railroads and Utilities.

- a. The Subrecipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the Department's Office of Right of Way Local Public Agency Manual. The Subrecipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures, even if no federal funds are used for right-of-way activities. The Subrecipient shall obtain environmental concurrence before acquiring any needed right-of-way. With prior approval, hardship and protective buying is possible. If the Subrecipient requests federal funding for right-of-way acquisition, the Subrecipient shall also obtain FHWA authorization before purchasing any needed right-of-way.
- b. If the project right-of-way is federally funded and if the actual construction is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the federal funds were authorized, the Subrecipient shall repay the amount of federal funds reimbursed for right-of-way costs to the Department.
- c. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Subrecipient shall obtain agreements, easements, or permits as needed from the railroad. The Subrecipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way, and I.M. 3.680, Federal-aid Projects Involving Railroads.
- d. The Subrecipient shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Subrecipient shall follow the Department's Policy for Accommodating Utilities on Primary Road System. Certain utility relocation, alteration, adjustment, or removal costs to the Subrecipient for the project may be eligible for federal funding reimbursement. The Subrecipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

- e. If the Subrecipient desires federal reimbursement for utility costs, it shall submit a request for FHWA authorization prior to beginning any utility relocation work, in accordance with the procedures outlined in I.M. 3.650, Federal-aid Participation in Utility Relocations.

7. Construction Contract Procurement.

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

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the Department, the Subrecipient shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the Department for review and approval in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Subrecipient for individual construction items shall be approved by the Department.
 - iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents and return to the Department.
- c. For projects that are let locally by the Subrecipient, the Subrecipient shall follow the procedures in I.M. 5.120, Local Letting Process, Federal-aid.
- d. The Subrecipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 5.050, Project Development Certification Instructions. The project shall not receive FHWA authorization for construction or be advertised for bids until after the Department has reviewed and approved the Project Development Certification.
- e. If the Subrecipient is a city, the Subrecipient shall comply with the public hearing requirements of the Iowa Code Section 26.12.
- f. The Subrecipient shall not provide the contractor with notice to proceed until after receiving written notice the Department has concurred in the contract award.

8. Construction.

- a. A full-time employee of the Subrecipient shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.

- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per Iowa Administrative Code 761 Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the Department, the project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Subrecipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at:
<http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the Subrecipient shall provide materials testing and certifications as required by the approved specifications.
- e. If the Department provides any materials testing services to the Subrecipient, the Department will bill the Subrecipient for such testing services according to its normal policy as per Materials I.M. 103, Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The Subrecipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities.

9. Reimbursements.

- a. After costs have been incurred, the Subrecipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least every six months but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1 if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Subrecipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. Reimbursement claims shall be submitted on forms identified by the Department along with all required supporting documentation. The Department will reimburse the Subrecipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the federal share of construction costs or 5% of the total federal funds available for the project, whichever is less. Reimbursement will be made either by state warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the Department determines the Subrecipient has been overpaid, the Subrecipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete

and after the Subrecipient has provided all required paperwork, the Department will release the federal funds withheld.

- e. The total funds collected by the Subrecipient for this project shall not exceed the total project costs. The total funds collected shall include any federal or state funds received, any special assessments made by the Subrecipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Subrecipient do exceed the total project costs, the Subrecipient shall either:
 - i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. Refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the Department will either credit reimbursement billings to the FHWA or credit the appropriate state fund account in the amount of refunds received from the Subrecipient.

10. Project Close-out.

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

of the final closure document, the Department will notify the Subrecipient of the record retention date.

- e. The Subrecipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department and the FHWA.



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

Memorandum

To: Story County Board of Supervisors

Through: Michael D. Cox, Director

From: Patrick Shehan, Special Projects Ranger

Date: March 15, 2022

Re: Consideration of Iowa DOT Reimbursement for the Transportation Alternatives Program (TAP) Grant and a State Recreational Grant as prepared by Snyder & Associates for the paving of the Heart of Iowa Nature Trail between Huxley and the South Skunk River Bridge.

The attached forms serve as final reimbursement requests to the Iowa Department of Transportation for grants received for paving the Heart of Iowa Nature Trail. The grants are as follows:

- Transportation Alternatives Program Grant - \$200,000 - \$190,000 prior reimbursement. **\$10,000** for this final reimbursement.
- State Recreational Trails Grant - \$530,000 - \$503,500 prior reimbursement. **\$26,500** for this final reimbursement.

Staff urges your approval.

Approval

Date

3.15.22

Disapproval

Date



February 22, 2022

Story County Board of Supervisors
Administration Building
900 Sixth Street
Nevada, IA 50201

RE: HEART OF IOWA NATURE TRAIL: SLATER TO HUXLEY
PAY APPLICATION #4 – FINAL
S&A Project No. 119.0985
IDOT Project No. TAP-R-C085(154)--8T-85

Dear Members of the Story County Board of Supervisors:

Enclosed for your review and approval is Howrey Construction, Inc.'s Final Pay Application #4 and the final reimbursement forms for the projects TAP and SRT grants awarded to the above noted project. This final pay application includes a summary of the final project costs and provides the retainage amount due to the Contractor. The work has been reviewed by Snyder and Associates and Story County Conservation staff and has found to be in substantial conformance with the Contract Documents and we recommend final approval and acceptance of this project. The total project cost is \$998,273.66.

Iowa DOT Systems and Planning Bureau has performed the audit of the project. All required documentation as a result of the audit has been provided to the Iowa DOT and can proceed to final closeout of the project. The final contract retainage amount due to Howrey Construction, Inc. should be paid not less than 30 days after formal project acceptance by the Board, if no claims have been received and submittal of all lien waivers by Howrey Construction, Inc.

If you have any questions relating to this project, please don't hesitate to call.

Sincerely,
SNYDER & ASSOCIATES, INC.

Andy Burke, P.E.
Project Manager

Cc: Mike Cox – Story County Conservation
Pat Shehan – Story County Conservation



CLAIM FOR REIMBURSEMENT OF FEDERAL PROJECT COSTS (TAP, TE, FRT, ICAAP, NSB, Earmark)

Claim Number: 3 [X] Total Reimbursement Requested Date: 02/22/22 Iowa DOT Project Number: TAP-R-C085(154)-8T-85
Local Public Sponsor: Story County Agreement Number: 20-TAP-115
City: County: Story
Project Name: Heart of Iowa Nature Trail: Huxley to South Skunk River Bridge Hard Surfacing and Trail Improvements

Table with 2 columns: Description and Amount. Row 1: Maximum federal-aid payable per the Iowa DOT project agreement: \$200,000.00. Row 2: Maximum in-kind contribution authorized (if applicable):. Row 3: Local Contribution (if applicable):. Row 4: Total project cost: \$200,000.00.

Main reimbursement table with 4 columns: Description, Cumulative Non-Eligible Cost of Approved Work [N] (if applicable), Eligible Amount Paid This Claim [A], and Cumulative Eligible Amount Paid to Date [B]. Rows include Preliminary Engineering (PE), Construction Engineering (CE), Right of Way Acquisition (ROW), Construction (CONST) with \$9,350.19 and \$501,889.96, Local Forces (LF), Utility Relocation (UR), Railroad (RR), Non-Construction Project Costs (Non-Const), In-Kind (Third-Party Contribution), and Federal reimbursement rate per the Iowa DOT project agreement: 80.00%.

I hereby certify that all eligible project activities for which reimbursement is requested have been paid in full and completed in compliance with the project plans, specifications, the project agreement, the laws of the State of Iowa and the ordinances of the CITY/COUNTY or Local Public Sponsor.

Story County Board of Supervisors (Signature) Date: 3-15-22

I certify that the items claimed for payment are proper and true and that no part of this claim has been paid by the Iowa DOT.

(Sign in Ink) Chair, Story Co. Board of Supervisors (Title)

Make Check Payable to: Local Public Sponsor: Story County Conservation Mailing Address: 56461 180th Street, Ames, IA 50010

CLAIM FOR REIMBURSEMENT OF STATE GRANT PROGRAM (RISE, RT) PROJECT COSTS

Claim Number: 3 Final Reimbursement Requested Date: 2/22/2022 Project Number: RT-C085(158)-9H-85
 Sponsor: Story County Agreement Number: 2020-RT-001
 Contract / Agreement with: _____ City / County: Story County
 Project Description: Heart of Iowa Nature Trail: Huxley to Skunk River Bridge Hard Surfacing and Trail Improvements

1 Maximum payable per the Iowa DOT project agreement: \$530,000.00
 2 Cash match: _____
 3 Total project cost: \$530,000.00

	Cumulative Non-Eligible Cost of Approved Work Paid to Date [N], (if applicable)	Eligible Amount Paid This Claim [A]	Cumulative Eligible Amount Paid to Date [B]
Engineering (Preliminary and Construction)			
4 Total dollar amount of Engineering costs paid: _____			
Administration			
5 Total dollar amount of Administration costs paid: _____			
Right of Way Acquisition (ROW)			
6 Total dollar amount of ROW costs paid: _____			
Construction (CONST)			
7 Total dollar amount of CONST costs paid: _____	<u>\$920.50</u>	<u>\$29,920.60</u>	<u>\$997,353.16</u>
Railroad and/or Utility (RR/Utility) (if IA DOT approved)			
8 Total dollar amount of RR/Utility costs paid: _____			
Local Forces (LF - In-House Services or Local Agency Forces Work)			
9 Total dollar amount of LF costs paid: _____			
10 Total dollar amount eligible for reimbursement			<u>\$997,353.16</u>
11 Reimbursement rate per the Iowa DOT project agreement:		<u>75%</u>	
12 Dollar amount eligible for reimbursement (line 9 multiplied by line 10) or the maximum payable per the Iowa DOT project agreement, whichever is less:			<u>\$530,000.00</u>
13 Dollar amount reimbursed by the Iowa DOT prior to this claim:			<u>\$503,500.00</u>
14 Less 5% Iowa DOT Withholding of State portion of CONSTRUCTION cost until final field audit is completed (5% of the product of line 7 Cumulative Amount [B] multiplied by line 10) <u>OR</u> 5% of maximum funding, whichever is less:	5% of Constr Grant Funds <u>\$0.00</u>	5% of Maximum Funding <u>\$26,500.00</u>	<u>\$0.00</u>
15 Dollar amount due this payment/final payment (line 11 minus line 12 and minus line 13):			<u>\$26,500.00</u>

I hereby certify that all eligible project activities for which reimbursement is requested have been paid in full and completed in compliance with the project plans, specifications, the project agreement, the laws of the State of Iowa and the ordinances of the CITY/COUNTY.

Story County Board of Supervisors Date: 3-15-22
 Project Sponsor Date

I certify that the items claimed for payment are proper and true and that no part of this claim has been paid by the Iowa DOT.
 _____ Chair, Story Co Board of Supervisors
 (Sign in Ink) Title

Make Check Payable to:
 City/County of Story County Conservation
 Mailing Address 56461 180th Street, Ames, IA 50010

STORY COUNTY UTILITY PERMIT

Date 3/8/22

To the Board of Supervisors, Story County, Iowa:

The Midland Power Cooperative Company, incorporated under the laws of Iowa, with its principal place of business at 2005 S. Story St, Boone IA 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 One 1-phase, primary on secondary route Cameron School Rd, from 3309 Cameron School Rd to 3403 Cameron School Rd, a distance of 407 ~~miles~~ feet.

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 3-8-22

Midland Power Cooperative
Name of Company (Applicant - Permittee)

Todd Leembli 515-370-5269
by Phone no.

Recommended for Approval:

Date 3-8-22

[Signature] 515-382-7355
County Engineer Phone no.

Approved:

Date 3-15-22

[Signature] 515-382-7200
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.

IOWA 93 MIDLAND POWER COOPERATIVE

STAKING SHEET

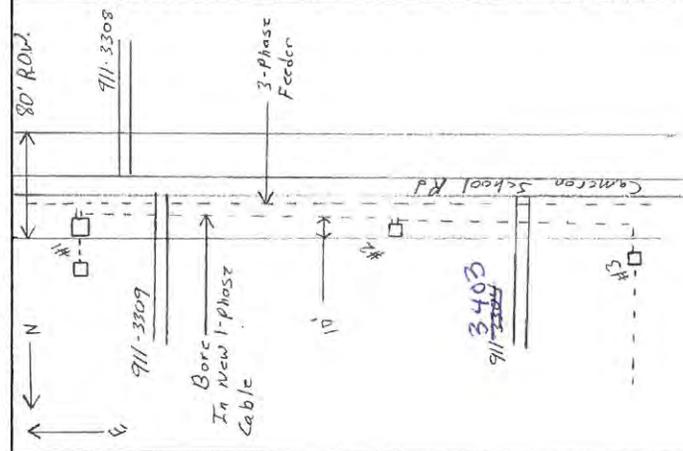
WORK ORDER NO. 14330
 740c# 602
 Staked By TL Date 3-7-22
 Sheet No. 1 of 1
 Complt By _____ Date _____

WORK ORDER CODE	
New Construction	
System Improvement	<input checked="" type="checkbox"/>
Replacement	
Retire No. Replace	

County: Story
 Township: Franklin
 School Dist.: _____

Name R.W. Properties
 Location #: 3150-027-5520
 Address: 3403 Camcton School Rd
 Phone#: 515-707-2306
 Sub _____
 Feeder _____
 Phase A
 Line Sec. _____

Map Reference 55 Twp. 84 R 24 Sec. 1 Wire 20 Size 10 Kind JCN-220



Pole No.	Pri. (Back) Span.	Poles H & C		Pri. Unit	Line Angle	Trans. "G"	Ground "M2"	GUY		Anchor "F"	SECONDARY		Misc. & Remarks	Unit	No. CONST.	RET.
		Misc.	Misc.					Unit "E"	No. 310		Lead	Unit No. J or K				
#1		1	3	UM 6-23			UM 48-2						UM 6-1	2	2	
#2	407'	1	1	UM 3-14			UM 48-1						UM 6-1			

CONSTRUCTION

Conductor	Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
170	X				407	1	430'
200							
TOTALS							

RETIREMENT

Conductor	Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
170	X				407	1	430'
200							
TOTALS							

JOB BRIEFING

Nominal Voltage
 Fault Current Available
 Hazardous Induced Volt
 Presence Prctive Grds
 Equipment Grounds
 Pole Condition
 Environmental Condition

Loc of Line Prctive Dvc
 Other Utilities in Area
 Personal Prctive Equip
 Traffic Control
 Job Procedure
 Individual Job Duties
 Other Hazards

Crew Initials 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____

Const. Complt _____
 Retmt. Complt _____
 Material Ticket Complt _____
 500 BH 9-00

STORY COUNTY UTILITY PERMIT

Date 3/8/2022

To the Board of Supervisors, Story County, Iowa:

The Huxley Communications Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at 102 N Main St., Huxley, IA 50124, 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 Fiber Optics on secondary route 510th Ave, from 31508 510th Ave, Slater to 29058 510th Ave, Slater, a distance of 2.54 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 2-18-2022

Huxley Communications
Name of Company (Applicant - Permittee)

Brant Strumpfer 515-203-6716
by  Phone no.

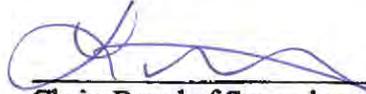
Recommended for Approval:

Date 3-8-22

 515-382-7355
County Engineer Phone no.

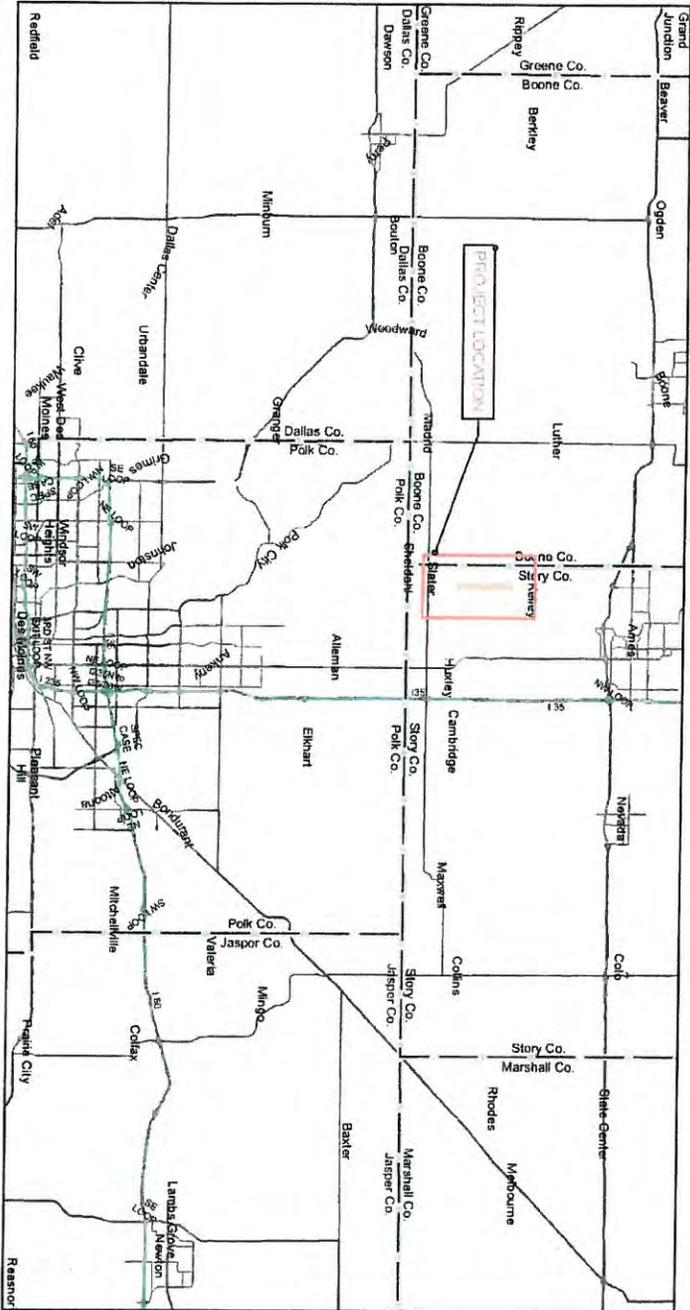
Approved:

Date 3-15-22

 515-382-7200
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.

CONSTRUCTION PLANS FOR HUXLEY COMMUNICATIONS - SLATER TO KELLEY PRECISION UNDERGROUND UTILITIES, LLC STORY COUNTY

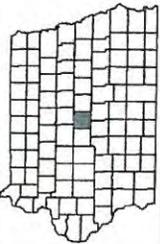


INDEX OF SHEETS	
1	TITLE SHEET
2	LEGEND
3	SITE OVERVIEW
4-12	PLANS



Precision Underground Utilities, LLC
309 South Water Street
Cambridge, Iowa 50006
phone 515.597.4004 fax 515.597.4006

PRECISION UNDERGROUND UTILITIES, LLC



STORY COUNTY



HUXLEY COMMUNICATIONS



1-800-292-8989

TITLE SHEET

SHEET NUMBER 1

SCALE 1:380,000

NOTE: THE PLAN LOCATIONS OF UNDERGROUND AND AERIAL UTILITIES ARE APPROXIMATE ONLY. IN ADDITION, A PORTION OF THE PLAN SHOWN ARE APPROXIMATE ONLY. IN ADDITION, PROVIDED ALL UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTING UTILITIES AND LOCATOR SERVICES AND SCHEDULING THE LOCATION OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL ALSO CONTACT ANY AND ALL UTILITIES AND LOCAL GOVERNMENT AGENCIES NOT PARTICIPATING IN LOCATION SERVICES.

Legend and Symbol Information

Legend

Handholes	Drop Conduit	Fiber Main Line
Status	Material Color	Fiber Count
As-Built	Blue	36
Design	Orange	48
Conduit Main Line	Green	24
Placement	Brown	72
Bore	Black	96
Open Cut	Gray	144
Plow	White	288
	Red	BMS3F
		BMS3F

Boundaries

	Right of Way
	Parcels
	2014 Corporation Limits
	Iowa Counties

IDOT Road Information

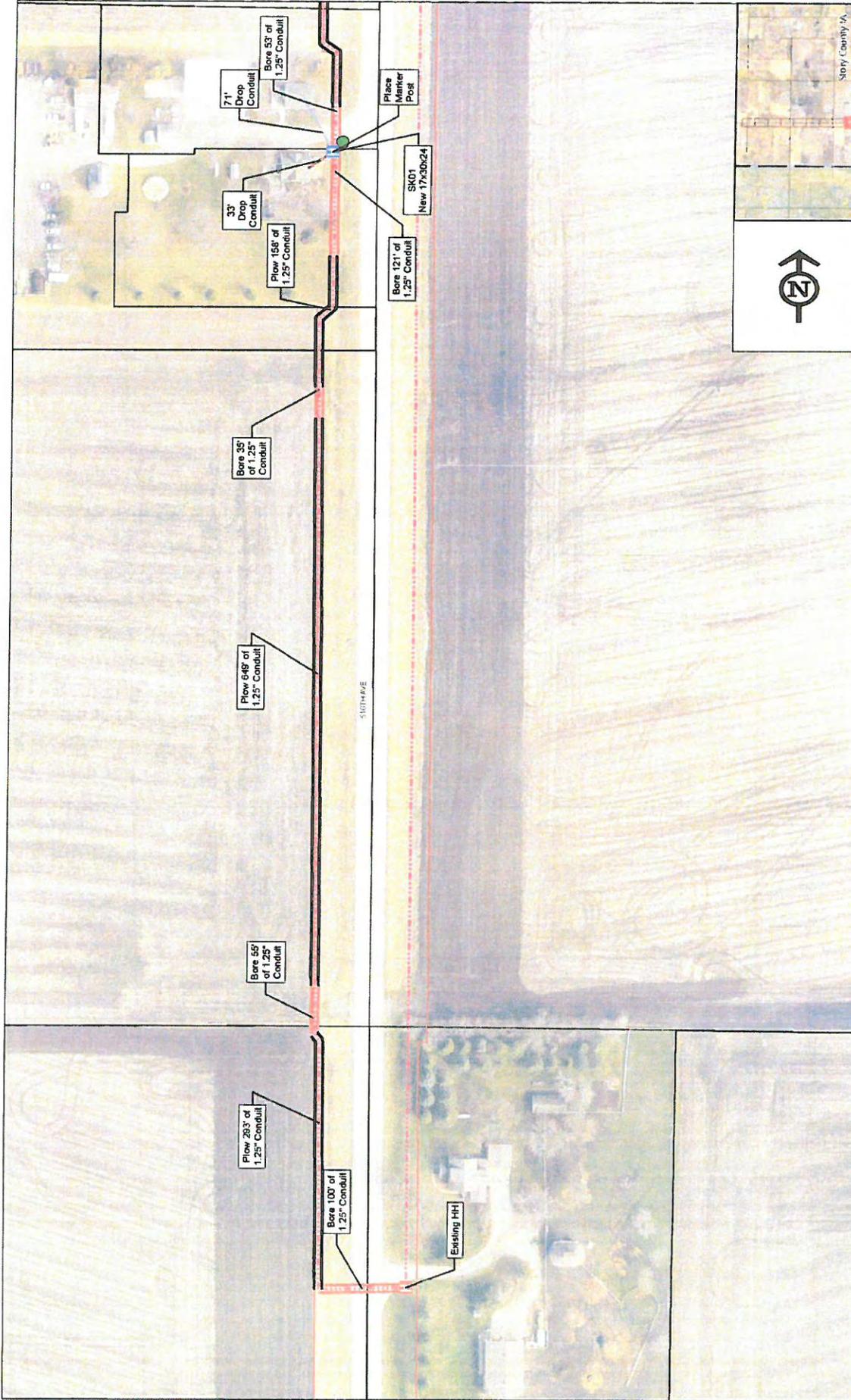
	Interstate
	Arterial
	Collector
	Local

General Notes

- All culverts and field tiles not shown on drawing will be bored at a minimum of 60" depth below flow line.
- All streets will be bored a minimum 60" below top of pavement.

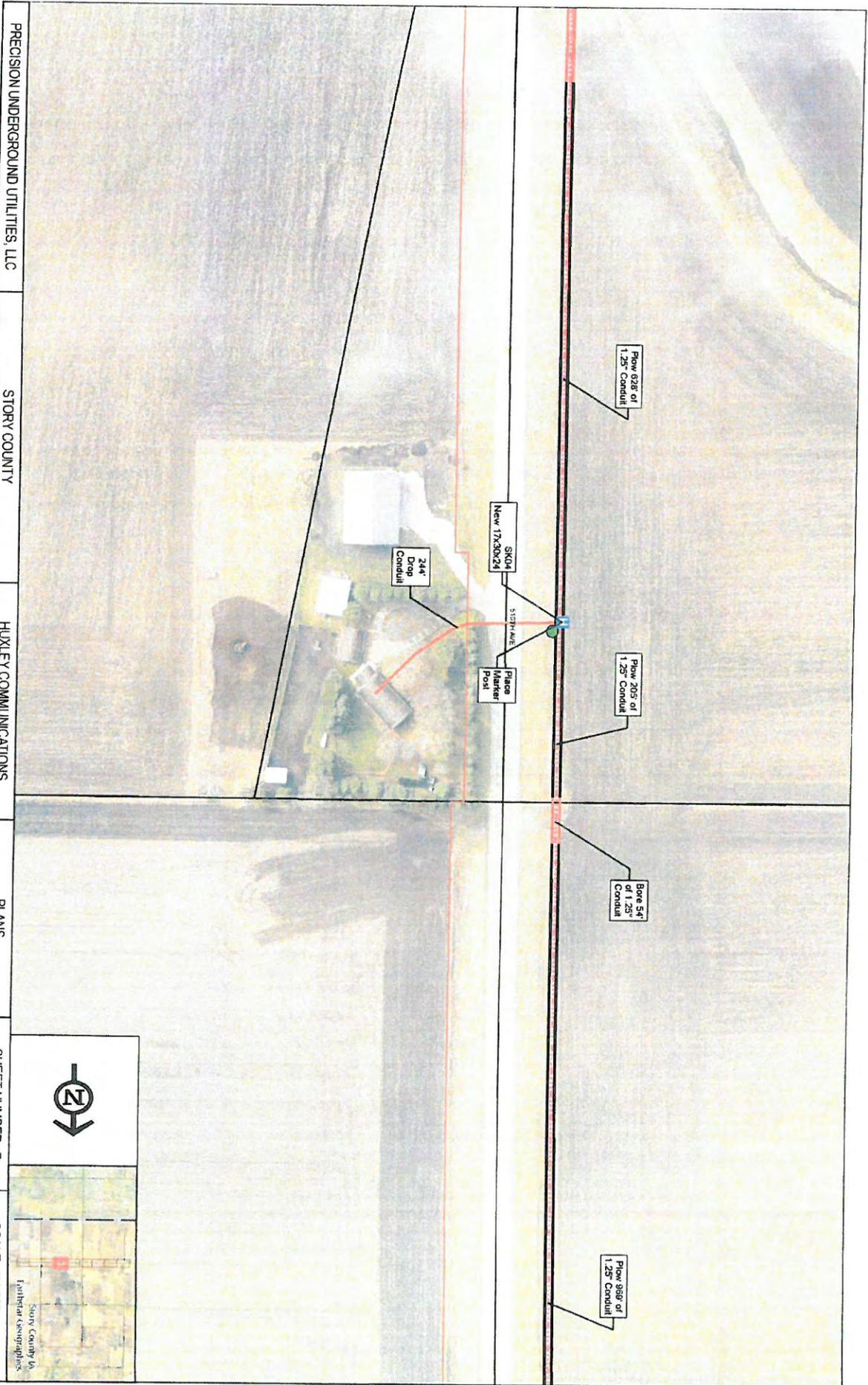
Source Information

Imagery obtained from the Iowa Department of Transportation.
 Iowa Counties Obtained from the Iowa Department of Transportation.
 2014 Corporation Limits Obtained from the Iowa Department of Transportation.
 2014 Road Information Obtained from the Iowa Department of Transportation.
 Parcel and ROW Information Obtained from Corresponding Counties



SOUTH PAGE

STORY COUNTY IA
Fertilizer Geographics



PRECISION UNDERGROUND UTILITIES, LLC

STORY COUNTY

HUXLEY COMMUNICATIONS

PLANS

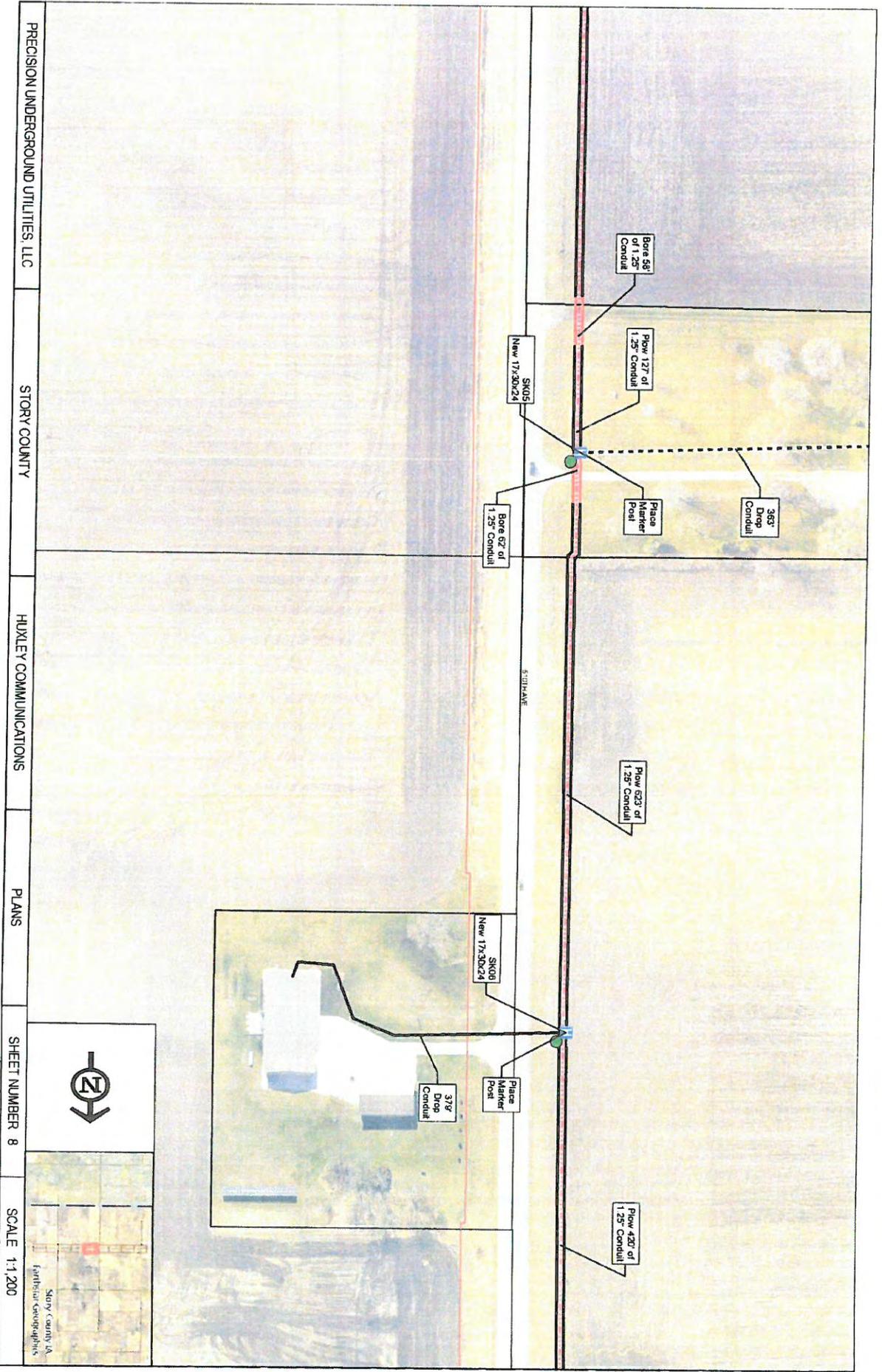
SHEET NUMBER 7

SCALE 1:1,200



Story County IA
Fidelity Geographics

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PRECISION UNDERGROUND UTILITIES, LLC

STORY COUNTY

HUXLEY COMMUNICATIONS

PLANS

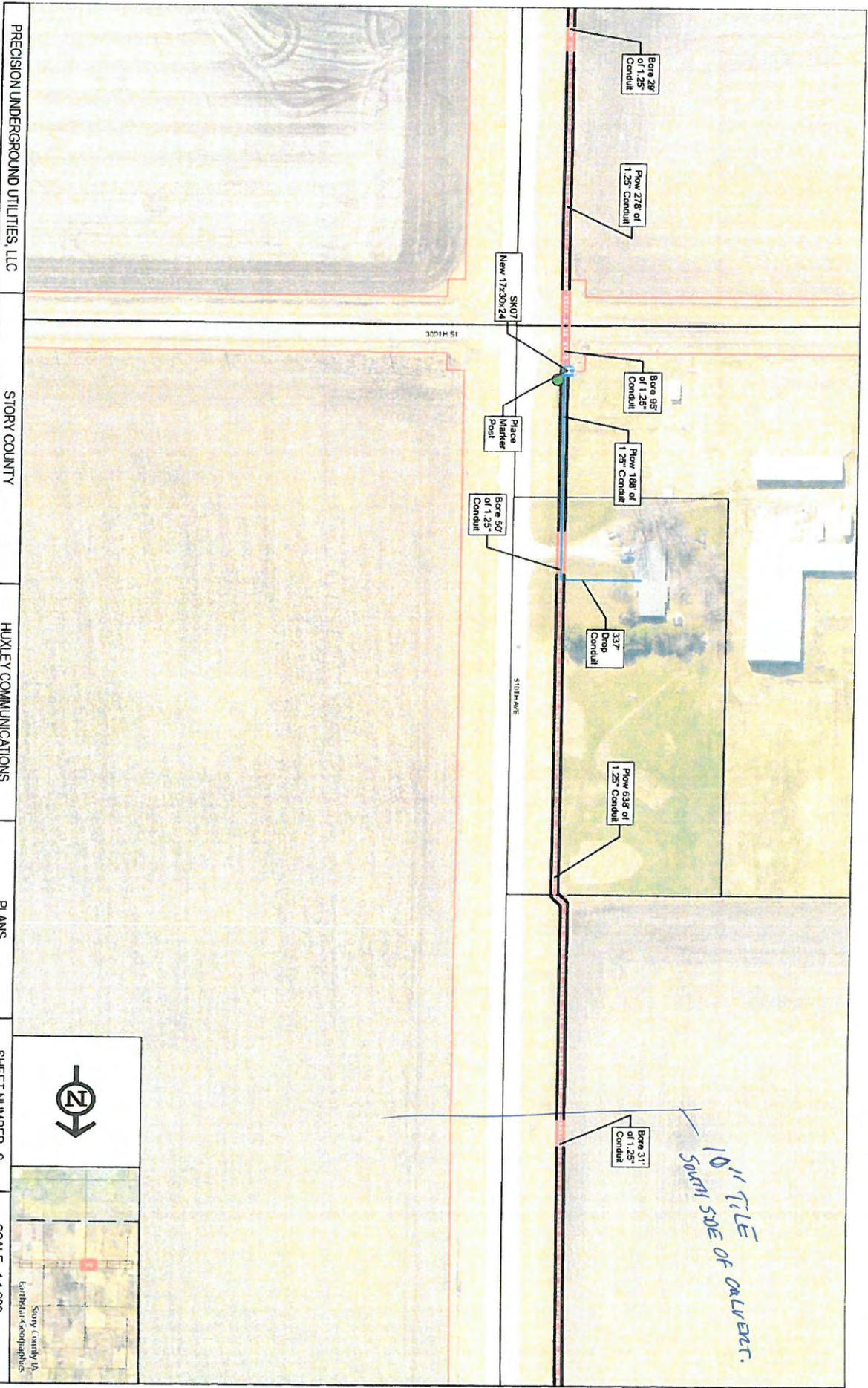
SHEET NUMBER 8

SCALE 1:1,200



Story County, IA
Fathisur Geographics

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PRECISION UNDERGROUND UTILITIES, LLC

STORY COUNTY

HUXLEY COMMUNICATIONS

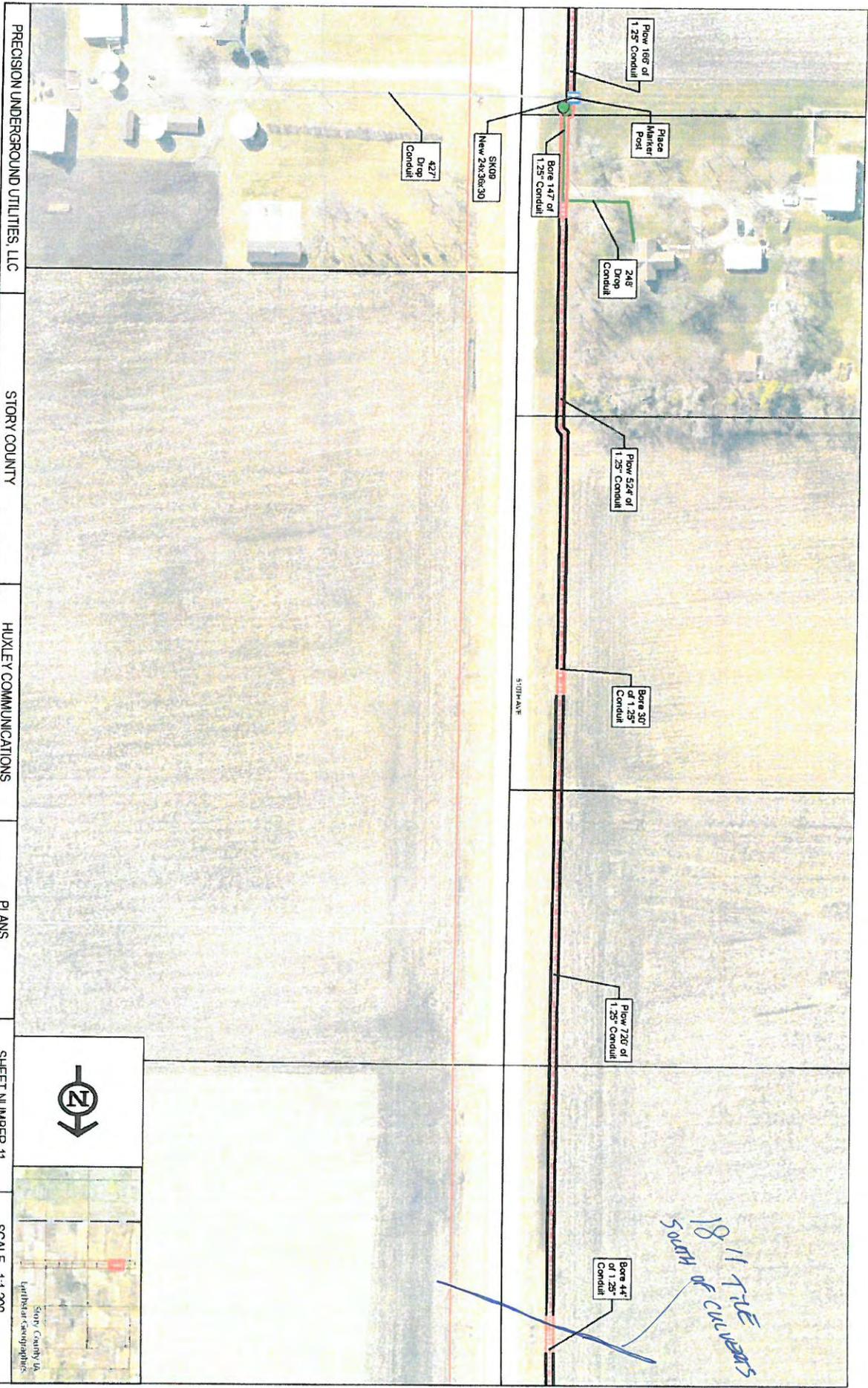
PLANS

SHEET NUMBER 9

SCALE 1:1,200



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PRECISION UNDERGROUND UTILITIES, LLC

STORY COUNTY

HUXLEY COMMUNICATIONS

PLANS

SHEET NUMBER 11

SCALE 1:1,200



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Location of Pole Markings Indicated by Circles on this Plan Corresponds to Pole Locations Shown on Drawing 19111-61 and 51011-46



MAP
Pool Billing Schedule

APPLICATION NO.
1694448

AGREEMENT NO.
1694448

Meter Reading Contact Person: Tim Patterson tpatterson@storycountyowa.gov

Phone: 800.892.8548 | Fax: 800.847.3087

This Pool Billing Schedule is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and **Marco Technologies, LLC**.

POOL 25 NAME: Sheriffs Office copiers

Pool Location:

MAKE/MODEL/ACCESSORIES	SERIAL NUMBER	START METER COLOR	START METER BW
1 KONICA 650i			
2 KONICA C250i			
3 KONICA 300i			
4 KONICA C450i			
5			

Minimum Payment* \$ 289.64 Color Print Allowance 0 Excess Color Print Charge* \$ 0.035000
 plus applicable taxes B&W Print Allowance 0 Excess B&W Print Charge \$ 0.003500

POOL 26 NAME: Sheriffs Office printers

Pool Location:

MAKE/MODEL/ACCESSORIES	SERIAL NUMBER	START METER COLOR	START METER BW
1 see attached schedule A1			
2			
3			
4			
5			

Minimum Payment* \$ 137.03 Color Print Allowance na Excess Color Print Charge* \$ na
 plus applicable taxes B&W Print Allowance 0 Excess B&W Print Charge \$ 0.010000

POOL 27 NAME: Environmental Health copier

Pool Location:

MAKE/MODEL/ACCESSORIES	SERIAL NUMBER	START METER COLOR	START METER BW
1 KONICA C250i			
2			
3			
4			
5			

Minimum Payment* \$ 54.46 Color Print Allowance 0 Excess Color Print Charge* \$ 0.035000
 plus applicable taxes B&W Print Allowance 0 Excess B&W Print Charge \$ 0.003500

POOL 28 NAME:

Pool Location:

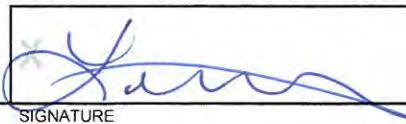
MAKE/MODEL/ACCESSORIES	SERIAL NUMBER	START METER COLOR	START METER BW
1			
2			
3			
4			
5			

Minimum Payment* \$ _____ Color Print Allowance _____ Excess Color Print Charge* \$ _____
 plus applicable taxes B&W Print Allowance _____ Excess B&W Print Charge \$ _____

CUSTOMER ACCEPTANCE

This Pool Billing Schedule is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy.

STORY COUNTY OF _____
 CUSTOMER (as referenced above)


 SIGNATURE

TITLE Chair, Story Co Board of Supervisors
 DATED 3-15-22



Schedule "A-1"

APPLICATION NO.
1694448

AGREEMENT NO.
1694448

Meter Reading Contact Person: Tim Patterson tpatterson@storycountyowa.gov

Phone: 800.892.8548 | Fax: 800.847.3087

This Schedule "A" is to be attached to and becomes part of the above-referenced Agreement by and between the undersigned and Marco Technologies, LLC

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	SERIAL NUMBER	START METER COLOR	START METER BW
1 HP E42540F			
2 HP E50145DN			
3 HP E50145DN			
4 HP E52645DN			
5 HP E50145DN			
6 HP E50145DN			
7 HP E50145DN			
8 HP E50145DN			
9 HP E50145DN			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			
39			
40			
41			
42			

CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy

STORY COUNTY OF
CUSTOMER (as referenced above)


SIGNATURE

TITLE Chair, Story Co. Board of Supervisors
DATED 3-15-22

Certificate Of Completion

Envelope Id: CB345DC3501340A8BCC304B4FAF03072
 Subject: Story County of documents for your DocuSign Signature from Marco
 Customer Number:
 Source Envelope:
 Document Pages: 2 Signatures: 0
 Certificate Pages: 1 Initials: 0
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Delivered

Envelope Originator:
 Karen Waletzki
 4510 Heatherwood Road
 St. Cloud, MN 56301
 karen.waletzki@marconet.com
 IP Address: 13.110.74.8

Record Tracking

Status: Original
 3/11/2022 11:03:03 AM
 Holder: Karen Waletzki
 karen.waletzki@marconet.com

Location: DocuSign

Signer Events

Barbara Steinback
 bsteinback@storycountyiowa.gov
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Signature

Timestamp

Sent: 3/11/2022 11:07:23 AM
 Viewed: 3/11/2022 11:15:48 AM

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Zach McBride
 zach.mcbride@marconet.com
 Security Level: Email, Account Authentication (None)
Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

COPIED

Sent: 3/11/2022 11:07:24 AM

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent Hashed/Encrypted
 Certified Delivered Security Checked

3/11/2022 11:07:24 AM
 3/11/2022 11:15:48 AM

Payment Events

Status

Timestamps



Story County, Iowa

Exhibit A

Submitted by Henry M. Adkins Son, Inc.
(Adkins Election Services)



Description	Quantity	Unit Price	Extended Price
<u>Hardware</u>			
OpenElect Voting FreedomVote Scan (FVS) Precinct Scanner with Ballot Box Includes Transport Media (TM) , paper roll, firmware and one year warranty	50	\$ 5,165	\$ 258,250
OpenElect Voting FreedomVote Tablet (FVT) Includes paper roll, firmware and one year warranty	50	\$ 3,115	\$ 155,750
OpenElect FreedomVote Tablet (FVT) Table with Privacy Panel	0	\$ 285	\$ -
OpenElect FreedomVote Tablet (FVT) Privacy Panel	0	\$ 29	\$ -
OpenElect Voting Central Scan (OVCS) High Speed Absentee Scanner Includes Canon DR-G2140 scanner, desktop computer, firmware and one year warranty	2	\$ 32,675	\$ 65,350
mini OpenElect Voting Central Scan (mini OVCS) Tabletop Absentee Scanner Includes Canon DR-M160II scanner, software, firmware and one year warranty	0	\$ 8,100	\$ -
Transport Media (TM) Thumb drive used to load election on FVS and FVT as well as upload results from FVS	0	\$ 95	\$ -
Ballot on Demand (BOD) Printer Ballot on Demand (BOD) Printer	1	\$ 4,900	\$ 4,900
Election Management System (EMS) Desktop Loaded with OpenElect Central Suite (OCS) software for programming/coding and tabulation	0	\$ 4,995	\$ -
Hardware Extended Total			\$ 484,250
<u>Software</u>			
OpenElect Central Suite (OCS) Software License Includes OCS software license (program and tabulation) for year one (1)	0	\$ 60,255	\$ -
Auditor Software Package Includes electronic adjudication and risk limiting audit software for year one (1)	0	\$ 7,500	\$ -
Software Extended Total			\$ -
<u>Services</u>			
Implementation Services (\$3,500 value) Includes project management, installation, configuration and acceptance testing	0	\$ 3,500	\$ -
Staff Training Services (\$1,750 value) Includes staff training on all hardware and software components of the system	0	\$ 1,750	\$ -
Precinct Election Official Training (\$1,750 value per day) Includes PEO training for the first election	0	\$ 1,750	\$ -
Election Day Support (\$4,500 value) Includes Election Day support for the first two elections	0	\$ 2,250	\$ -
Services Extended Total (Included at no charge)			\$ -
Subtotal			\$ 484,250
Customer Discount Includes trade-in and recycling of equipment	1	\$ (59,000)	\$ (59,000)
Shipping and Handling	103	\$ 33	\$ 3,399
Total Solution Purchase Price			\$ 428,649



HENRY M. ADKINS & SON, INC.

and

STORY COUNTY, IOWA

PURCHASE AGREEMENT

for

**UNISYN VOTING SOLUTIONS
OpenElect Voting System**

CONTRACT REVISION DATE:

March 11, 2022

1.0 Parties

This agreement (herein referred to as "Agreement") is entered into between Henry M. Adkins & Son, Inc., a Missouri based corporation, United States of America (herein referred to as "Adkins" or "Supplier") and Story County, Iowa (herein referred to as "Customer") for Unisyn Voting Solutions OpenElect voting system, services and licensing.

The Parties to the Contract (each a "Party" and collectively, the "Parties") are the Customer, whose address is 900 6th St., Nevada, IA 50201 and Henry M. Adkins & Son, Inc. whose address is 331 Independence Ave., Clinton, MO 64735. This contract is effective upon execution by each Party and receipt of all necessary approvals.

Attached hereto and made part of this Agreement are the following schedules, exhibits and/or specifications:

Exhibit A: Pricing and Contract Deliverables
Annual Software and Firmware Fees
Annual Maintenance/Warranty Fees
Exhibit B: Software License Agreement
Exhibit C: Maintenance Agreement

2.0 Purpose of Contract

The purpose of this contract is for Supplier to supply voter tabulation hardware products and related software and services to Customer. The systems, equipment, services to be supplied and the prices to be paid are as listed in Exhibit A.

3.0 Definitions of Terms

"Acceptance Testing" means the testing performed to ensure that the hardware and software acquired operates in compliance with supplied OpenElect System documentation.

"Deliverables" means all of the hardware products, software products, services and supplies purchased by Customer as priced in Exhibit A.

"Hardware Products" means the OpenElect hardware as described in Exhibit A.

"OpenElect System Documentation" or "Documentation" refers to each manual provided to Customer of the Voting System.

4.0 Payment

For the total purchase price set forth in Exhibit A, Supplier agrees to sell, and Customer agrees to purchase the Deliverables described in Exhibit A.

Supplier will invoice Customer after delivery of Deliverables and Acceptance Testing has concluded. Invoice will reflect full purchase price. Adkins will accept full payment, as described in Exhibit A, upon receipt or interest free (0%) financing for a period of three (3) years.

With respect to late payments, Customer shall pay interest at the rate of 1.5% per month.

5.0 Cancellation and Return of Defective Items

5.1 Right of Return of Defective Items

Prior to completion of Acceptance Testing, Customer may return items that are defective and not in conformance with Supplier's specifications. After Acceptance Testing, and except for defective items covered by the Supplier's Warranty herein, all goods and items delivered are not subject to any additional rights of return. Any defects or deficiencies discovered after acceptance shall be repaired or replaced under Supplier's warranty as set forth herein or under the Hardware Warranty Agreement.

5.2 Cancellation

This agreement and the obligations hereunder may be cancelled in its entirety by Customer within seven (7) days of the date of Customer's signature. Supplier shall not be obligated to proceed with Supplier's duties during this time. And any dates for performance shall be delayed by an equivalent period of time unless Customer waives such right of cancellation. Custom may waive such cancellations right by signing where indicated on the signature page or otherwise requesting the Supplier to proceed with deliveries according to the request schedule.

6.0 Acceptance Testing

Testing of each piece or component of the Hardware and Software Products shall be performed by Supplier at the Supplier's facility prior to delivery of the Hardware Products and Software Products to ensure that it is in good working order and complies with the terms of this Contract. Acceptance testing shall conform with Iowa Administrative Code 721-22.31(52).

Supplier will conduct Acceptance Testing on the goods at the Customer's facility. The Acceptance Testing process assures that the system operates according to the supplied OpenElect system documentation.

7.0 Responsibilities of Customer

The Customer shall act in good faith in the performance of its respective responsibilities under this Contract and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the Supplier in order to perform its responsibilities under this Contract.

8.0 Grant of Licenses

All Software Products will be licensed to the Customer in accordance with the terms set forth in Exhibit B (Software License Agreement). In consideration for Supplier's grant of the license for Software, Customer shall pay Supplier the Software License Fees set forth in Exhibit A. Upon Supplier's request, Customer agrees to sign license confirmation agreements from time to time upon delivery or installation of the Software and Updates.

9.0 Title and Risk of Loss

Title and risk of loss for each item of Hardware identified on Exhibit A and the tangible media holding the Software Products identified in Exhibit A, will pass to the Customer on receipt of each item of Hardware. However, shipment will not diminish any rights Customer has pursuant to this Contract, including rights to repairs and replacements under applicable warranty and maintenance terms.

- 9.1** Risk of loss or damage in respect of the Hardware Products shall pass to Customer upon receipt of each item of Hardware. Except as set forth herein, title and ownership to the Hardware Products shall pass to Customer upon payment in full of the Total Purchase Price for each item as set out in Exhibit A.

- 9.2** Upon receipt of Hardware Products as specified in Exhibit A, Customer:
 - 9.2.1** Will comply with all laws relating in any way to the use, operation or maintenance of the Deliverables;

 - 9.2.2** Shall not make any alterations, additions, modification or improvements to the Hardware Products without the prior written consent of Supplier.

- 9.3** After payment in full of the Total Purchase Price as specified in Exhibit A, Supplier shall take no action which impairs Customer's right to the possession and use of the Deliverables except to the extent required to protect Supplier's interest in software and confidential information.

10.0 Shipping and Receiving, Freight and Insurance

Hardware Products will be delivered via Adkins fleet. Umbrella insurance covers all Hardware Products in transit. Larger orders may be delivered via Freight Carrier from Unisyn's facility in Vista (San Diego), California. Customer may elect to provide transportation and shipping insurance by providing specific written notice to Supplier of its intent to do so, otherwise, Supplier shall arrange for shipping and insurance.

11.0 Warranty

All Hardware Products when delivered are warranted to be free from manufacturing defects and conform to documentation and specifications published by Supplier. Should any Hardware Products fail to conform to the preceding warranty during the initial twelve (12) months commencing from the date of completion of out-of-box testing. Supplier shall repair or replace any item determined by Supplier to be non-conforming after inspection of the item by Supplier. After initial warranty, Customer may purchase Extended Warranties as provided in Exhibit C (Hardware Warranty Agreement) for annual fees set forth in Exhibit A. OpenElect product warranty services are provided at either Adkins' repair depot in Clinton, Missouri or Unisyn's repair center in Vista (San Diego), California.

12.0 General Provisions

12.1 Amendments

Any changes, modifications, revisions or amendments to this Contract which are mutually agreed upon by the Parties to this Contract shall be valid and binding on the parties only when incorporated by written instrument, executed and signed by all Parties to this Contract.

12.2 Applicable Law/Venue

Interpretation of this Agreement shall be governed by the laws of the State of Iowa and the courts of the State of Iowa will have exclusive jurisdiction, except with respect to claims that are subject to Federal jurisdiction.

12.3 Assignment

Neither Party shall assign or otherwise transfer any of the rights or delegate any of the duties set forth in this Contract without the prior written consent of the other Party, such consent not to be unreasonably denied, withheld or delayed.

12.4 Exhibits and Appendices

The Exhibits and Appendices referred to in and attached to this Contract are made a part of it as if fully included in the text and the term "Contract" is a collective reference to this document and such Appendices.

12.5 Consents

Supplier represents and warrants that it has the requisite power and authority to bind Supplier and its Contract designated affiliates, and to execute and deliver this Contract and perform its obligations hereunder. Customer represents and warrants that it has the requisite power and authority to execute and deliver this Contract and perform its obligations hereunder.

Each Party will obtain and maintain all consents, authorizations and approvals of third parties necessary to allow (i) Supplier to provide the Services and otherwise fulfill its obligations under this Contract, and (ii) Customer to fulfill its obligations under this Contract. No Party will be in breach of its obligations hereunder for failure to obtain any such consent, authorization or approval unless it has actual knowledge of the need to obtain such consent and fails to use reasonable efforts to obtain such consent, authorization or approval.

12.6 Indemnification

The Supplier shall indemnify, defend and hold harmless the Customer and their officers, agents, employees, successors and assignees from any and all claims, lawsuits, losses and liability, to the extent caused by the negligent or otherwise wrongful acts of Supplier as determined by such court to

be liable to third parties. To avail itself of this indemnity, Customer shall within 10 days of receipt of any suit, claim or demand tender the full and complete control of the defense and settlement of the matter to Supplier and provide reasonable assistance to Supplier in the defense thereof.

12.7 Interpretation

The following rules of interpretation must be applied in interpreting this Contract:

12.7.1 Headings and captions are for convenience only and are not to be used in the interpretation of this contract;

12.7.2 The provisions of the Exhibits are incorporated in this Contract, and in the event of a conflict between an Exhibit and this Contract, to the extent the conflicting provisions can reasonably be interpreted so that such provisions are consistent with each other, such consistent interpretation will prevail, and otherwise, the terms of the Contract govern;

12.7.3 Consents or approvals required to be given under this Contract shall not be unreasonably withheld, delayed or denied unless the Contract expressly states otherwise; and

12.7.4 All requests under this Contract shall be reasonable.

12.8 Severability

The provisions of this Contract will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if a provision of this Contract, for any reason, is declared to be unenforceable, the Parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the Parties.

12.9 Survival

Any provision of this Contract that imposes or contemplates continuing obligations on a Party will survive the expiration or termination of this Contract in which it is contained.

12.10 Sales Taxes

The Customer shall pay any and all taxes and other such amounts required by any Federal, State and local law, including but not limited to State and local sales taxes. The Customer shall provide Supplier a tax exempt certificate for sales of tangible personal property to Customer by Supplier or purchases of tangible personal property made by Supplier on behalf of Customer in connection with this Contract, where the title vests in Customer, when requested.

12.11 Third Party Beneficiary Rights

The Parties do not intend to create in any other individual entity the status of third party beneficiary, and the Contract shall not be construed so as to create such status. The rights, duties and obligations contained in the Contract shall operate only between the Parties to the Contract, and shall insure solely to the benefit of the Parties to this Contract.

12.12 Waiver

The waiver of any breach of any term or condition in this Contract shall not be deemed a waiver of any prior or subsequent breach.

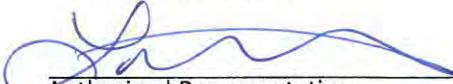
12.13 Limitation of Liability

Neither Party shall be liable for the other party's negligent or willful misconduct. Not including liability as a result of claims for bodily injury, including death or damage to tangible property, Supplier's total liability to Customer arising out of or relating to this Contract shall not exceed the amount paid to Supplier during the preceding year for the goods or services causing or directly related to the claim or \$25,000, whichever is greater. Any action by Customer against Supplier must be commenced within two years after the cause of action has accrued.

13.0 Signatures

Each Party has full power and authority to enter into and perform this Agreement, and the person or persons signing this Agreement on behalf of each party has been properly authorized and empowered to enter into the Agreement. Each Party acknowledges it has read this Agreement, understands, and agrees to be bound by it.

STORY COUNTY, IOWA



Authorized Representative

Latifah Tarsal, Chair Story Co. BOS

Printed Name and Title

Authorized Representative

Printed Name and Title

Authorized Representative

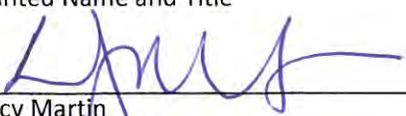
Printed Name and Title

Authorized Representative

Printed Name and Title

Authorized Representative

Printed Name and Title



Lucy Martin
Story County Auditor

HENRY M. ADKINS & SON, INC.



Dustin Vanderburg
Vice President

HENRY M. ADKINS & SON, INC.

Extended Warranty and Maintenance Agreement

Story County, Iowa

Hardware	# of Units	Annual Fee	Total
FreedomVote Scan (FVS)	50	\$200	\$10,000
OpenElect Freedom Vote Tablet (FVT)	50	\$145	\$7,250
OpenElect Voting Central Scan (OVCS)	2	\$3,750	\$7,500

In consideration of the promises set forth herein, and pursuant to the terms and conditions set forth herein, Henry M. Adkins and Son, Inc., ("Adkins") hereby agrees to provide extended warranty/maintenance ("Extended Warranty") to Story County, Iowa ("Customer"), for the hardware identified above, or as may be added later. If this Extended Warranty Agreement is initially entered into as part of a larger agreement ("Agreement"), defined terms herein have the same meaning as in the agreement.

1. **Extended Warranty.** Adkins warrants that each item of hardware identified above, or for which an Extended Warranty has been purchased, when used with the hardware and software configuration purchased from or approved by Adkins ("System"), will during any term of this Extended Warranty Agreement be free of defects that would prevent the System from operating substantially in the manner intended.
2. **Term of Warranty.** The term of the initial Extended Warranty Agreement shall be one year, beginning on execution of agreement. Thereafter, Customer may renew this Extended Warranty Agreement, annually, for successive one-year terms, by paying the annual extended warranty/maintenance fee ("Warranty Fee").
3. **Fees.**
 - 3.1 The Warranty Fee, at the time of execution of the Extended Warranty Agreement, is as stated above.
 - 3.2 The Warranty Fee, and any other amounts payable by Customer pursuant to the Extended Warranty Agreement, is exclusive of any local, state, federal, excise, personal property, or similar taxes or duties which may be levied on the hardware or any services provided by Adkins. Customer is responsible for and shall pay all such taxes, as they are due. If Customer is exempt from taxes, Customer shall supply Adkins with a tax exemption certificate in a form satisfactory to Adkins and all applicable taxing authorities. If Adkins is required to pay any such taxes on Customer's behalf, Customer shall promptly reimburse Adkins for payment of such taxes upon receipt of invoice.
 - 3.3 Adkins shall invoice Customer for the Warranty Fee in December of each year.
 - 3.4 Adkins shall invoice Customer for work provided for which additional fees are due as such work is done (example: misuse, water damage, etc.)

- 3.5 All amounts past due shall bear interest at the rate of one and one-half percent (1-1/2%) per month (or the maximum extent allowed under applicable law, whichever is less). Interest charges shall accrue beginning on the date of original invoice if the outstanding balance that is thirty (30) days or more past due.

4. Warranty Work.

- 4.1 If, during any term of this Extended Warranty Agreement, any item of hardware identified above fails to satisfy the Extended Warranty Agreement articulated in this Extended Warranty Agreement Adkins shall, either provide full and complete repair or provide a replacement of the hardware identified above. The following conditions apply:
- 4.1.1 Adkins will bear all costs to repair equipment, including but not limited to, shipping, freight, parts, and labor.
- 4.1.2 In the event a hardware unit may not be repaired before an election, Adkins will issue the County a "loaner" unit to use.
- 4.1.3 Adkins will conduct annual preventative maintenance on all equipment listed above.
- 4.2 The following services are not Warranty Work, and Adkins shall invoice Customer at Adkins' then current time and material rates for:
- 4.2.1 The replacement of consumable items such as batteries, paper rolls, etc. (CMOS battery replacement is included in warranty every four (4) years)
- 4.2.2 The repair or replacement of hardware damaged by accident, abuse, improper usage, or as a result of service modification by anyone other than Adkins or its authorized agent or service representative; or
- 4.2.3 Other similar work which Customer requests, and which Adkins agrees to perform.

5. No Other Warranties

THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

6. Limitation of Liability.

- 6.1 The hardware may not perform properly for a variety of reasons that are beyond the control of Adkins, including but not limited to, the hardware being negligently or improperly used, being modified, being used with inappropriate software, or being supplied with improperly formatted data. Operation of the hardware is the sole responsibility of the Customer and Adkins shall not be responsible for the consequences of any changes to, or improper use of, the Adkins hardware made by or on behalf of Customer.

- 6.2 Adkins will not be liable for any claims, actions, suits, proceedings, costs expenses, damages, or liabilities arising out of Adkins' performance under this Extended Warranty Agreement unless caused by the negligent act or omission of Adkins, its subcontractors, agents, servants, or employees. Adkins' liability under this Extended Warranty Agreement for damages, regardless of the form of action, shall not exceed the fees or other charges paid to Adkins for the current term of this Extended Warranty Agreement.
- 6.3 Adkins' provision of Services to the Customer shall not be interpreted, construed, or regarded, either expressly or impliedly, as being for the benefit of or creating any obligation toward any third party or legal entity outside of Adkins and the Customer; Adkins' obligations under this Extended Warranty Agreement extend solely to the Customer.

7. Termination.

- 7.1 In the event either Party breaches one or more provisions of this Extended Warranty Agreement, the injured party may serve written notice upon the violating Party identifying the violation and a reasonable cure period. Except as otherwise noted herein, such cure period shall be at least (30) days. Adkins may immediately terminate this Extended Warranty Agreement for a breach and seek any legal remedy to which Adkins may be entitled, including but not limited to injunctive relief.
- 7.2 In the event the violating party has not remedied the infraction at the end of the cure period, the injured Party may serve written notice upon the violating Party of intent to terminate, and seek any legal remedy to which it may be entitled, including the recovery of damages, injunctive relief, court costs, and attorney's fees. If the breach identified in the notice cannot be completely cured within the specified time period, no default shall occur if the Party receiving the notice begins curative action within the specified time period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.

8. Assignment and Right to Subcontract

Neither Party may assign its rights, obligations, or interests in this Extended Warranty Agreement without the written consent of the other Party, provided however that Adkins may subcontract all or any portion of the work without the prior consent of the Customer and may assign the proceeds of this Extended Warranty Agreement to a financial institution without prior consent of the Customer.

9. Legality and Severability.

This Extended Warranty Agreement and the Parties' actions under this Extended Warranty Agreement shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and applicable governmental agency orders. If any term or provision of this Extended Warranty Agreement is held to be illegal or unenforceable, the remainder of this Extended Warranty Agreement shall not be affected thereby, and each term or provision of this Extended Warranty Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any

arbitrator or court reviewing this Extended Warranty Agreement shall reform any illegal or unenforceable provision to carry out the express intent of the Parties as set forth herein to the fullest extent permitted by law.

10. Entire Agreement/Modifications.

This Extended Warranty Agreement, together with any Agreement of which this Extended Warranty Agreement initially forms a part, states the entire agreement between Customer and Adkins concerning the subject matter hereof and supersedes all prior proposals or agreements whether oral or written. No alteration, waiver or modification of any provision of this Extended Warranty Agreement shall be effective unless it is in writing, expressly indicates that it modifies this Extended Warranty Agreement and is signed by the duly authorized representatives of both Customer and Adkins.

IN WITNESS WHEREOF, Customer and Adkins have caused this Agreement to be executed by their duly authorized officers as of the date set forth below.

Henry M. Adkins & Son, Inc.


Authorized Signature

Dustin Vanderburg
Printed Name

Vice President
Title

03/11/2022
Date

Story County, Iowa


Authorized Signature

Lucy Martin
Printed Name

Story County Auditor and
Commissioner of Elections
Title

3.15.22
Date

UNISYN VOTING SOLUTIONS, INC.

By

HENRY M. ADKINS & SON, INC.

Software License Agreement

Story County, Iowa

In consideration of the promises set forth herein, and pursuant to the terms and conditions set forth herein, Unisyn Voting Solutions, Inc., (“Unisyn”) herein, grants Story County, Iowa (“Customer”) the number and type of licenses indicated below for the software identified below (“Unisyn OpenElect Software”).

Unisyn OpenElect Software	Type of License	Number of Licenses	Initial License Fee (Included in Proposal Price)	Annual License Fee (Per Unit)
FVS Firmware	Single Device	50	\$125	\$90
FVT Firmware	Single Device	50	\$105	\$60
OVCS Software and Firmware	Single Device	2	-	\$1,750
miniOVCS Software and Firmware	Single Device	0	-	-
Ballot Layout Manager	Single Device	1	\$13,051	\$12,051
Election Manager	Single Device	1		
Tabulator Modules	Single Device	1		
Auditor	Single Device	0	-	-

Unisyn shall also furnish the software maintenance services described herein for the Unisyn OpenElect Software licensed hereunder during the term of this agreement (“License Agreement”). This License Agreement contains the terms and conditions applicable to each individual License granted herein.

1. License.

1.1. Unisyn OpenElect Software.

Upon payment of the initial license fee for Unisyn OpenElect Software (“Initial Charge”), and on the payment of each annual license fee (“Annual License Fee”) thereafter, Unisyn grants to Customer, and the Customer accepts, a nonexclusive, nontransferable License to use one copy of the Unisyn OpenElect Software provided by Unisyn to Customer (“Original”) to conduct government related elections and related activities within the Customer’s jurisdiction, in compliance with the terms and conditions set forth in this License Agreement. As used in this License Agreement, Customer shall include directors, officers, employees, and contractors, provided such persons agree to comply with the provisions hereof.

1.2. Associated Third Party Software.

The Unisyn OpenElect Software is integrated with, or is accompanied by, software owned by various third parties (“Third Party Software”). Such Third Party Software is necessary for the operation of the hardware, Unisyn OpenElect Software and/or peripheral devices.

2. Term of License

The License for each item of Unisyn OpenElect Software shall begin on the date Unisyn ships the Unisyn OpenElect Software to Customer and shall continue until the next anniversary (“Anniversary”) of the latter of (a) Delivery of the Unisyn OpenElect Software or (b) Acceptance, if Acceptance is required by a related Agreement. Thereafter, for a cumulative period not to exceed twenty (20) years, Customer may renew this License Agreement, annually, for successive one year terms, by paying the Annual License Fee. Regardless of the length of time the Unisyn OpenElect Software is licensed, Customer shall not acquire ownership of the Unisyn OpenElect Software, associated Third Party Software, or any rights other than those expressly granted to Customer in this License Agreement.

3. License Fees

3.1. The Initial Charge includes any Annual License Fee Customer is required to pay for the first year that Customer uses the Unisyn OpenElect Software licensed hereunder. Unisyn reserves the right to adjust Annual License Fees by providing sixty (60) days advance notice of any increase. If Customer does not wish to pay such increase Customer may terminate the License Agreement by discontinuing use of the Unisyn OpenElect Software and returning the Original and all Copies to Unisyn, along with the original and all copies of any associated user documentation (“User Documentation”). Customer shall immediately destroy all Copies of the Unisyn OpenElect Software remaining in electronic or other memory.

- 3.2. The Annual License Fee, and any other amounts payable by Customer pursuant to this License Agreement, is exclusive of any local, state, federal, excise, personal property, or similar taxes or duties which may be levied on the Unisyn OpenElect Software or any services provided by Unisyn. Customer is responsible for and shall pay all such taxes, as they are due. If Customer is exempt from taxes, Customer shall supply Unisyn a tax exemption certificate in a form satisfactory to Unisyn and all applicable taxing authorities. If Unisyn is required to pay any such taxes on Customer's behalf, Customer shall promptly reimburse Unisyn for payment of such taxes upon receipt of Unisyn's invoice.
- 3.3. Unisyn shall invoice Customer for the Annual License Fee at least thirty (30) days in advance of the Anniversary. Customer shall pay such invoice on or before the Anniversary. If the Licenses granted pursuant to this License Agreement have multiple Anniversaries, or if Unisyn and Customer have entered into one or more related Warranty Agreements with differing Anniversaries, Unisyn may consolidate all of the Anniversaries. Unisyn shall do so by changing the Anniversary of one or more Licenses or Warranties so that it coincides with the Anniversaries of other Licenses or Warranties, which Anniversaries occur before the expiration of the next term of any License for which the Anniversary is being changed. Unisyn shall prorate the Annual License Fee for the resulting shortened term.

4. Customer's Use of Unisyn OpenElect Software

Each License is either a 1-5 Device License, or a Single Device License, as identified below. Customer's use of the associated Unisyn OpenElect Software is governed by the applicable grant below:

4.1. 1-5 Device License:

Unisyn grants Customer the right to use the Original of the Unisyn OpenElect Software licensed hereunder for as long as this License Agreement remains in effect. Customer may install an image of the Original ("Copy" or "Image Copy") of the licensed Unisyn OpenElect Software into the memory of 1 to 5 computers as are reasonably necessary for the conduct of elections or related activities within the Customer's jurisdiction, so long as each computer is owned by or leased to Customer. Customer shall make no other copies of the Unisyn OpenElect Software, except for one archival copy ("Copy" or "Archival Copy"), which may be used for recovery purposes only. Any Copy of the Unisyn OpenElect Software made by Customer shall belong to Unisyn. Customer shall not act as a Ballot Layout Service to third parties, or make the Unisyn OpenElect Software available to third parties.

4.2. Single Device License:

Customer is granted the right to use each Original of the Unisyn OpenElect Software licensed hereunder for as long as this License Agreement remains in

effect. Customer may install one image of each Original (“Copy” or “Image Copy”) into the memory of a single election hardware device owned by or leased to Customer, which Unisyn has provided for or approved in writing for use with such Unisyn OpenElect Software. Customer shall make no other copies of the Software except for one archival copy (“Copy” or “Archival Copy”), which may be used for recovery purposes only. Any Copy of the Unisyn OpenElect Software made by Customer shall belong to Unisyn. Customer shall not act as a Ballot Layout Service to third parties, nor shall it make the Unisyn OpenElect Software available to third parties.

- 4.3. Some of the Third Party Software license agreements may additionally restrict the use of the associated Third Party Software. Such restrictions include, but are not limited to, placing limits on the number of copies that may be made. Customer is responsible for ensuring that its use of such Third Party Software complies with the terms and conditions of any applicable license agreements.
- 4.4. Customer may not use, copy, modify, transfer, rent, reverse engineer, decompile, disassemble, translate, create derivative works based upon, or perform any other similar process on any Unisyn OpenElect Software, portion thereof, or documentation, or Third Party Software provided by Unisyn, except as expressly authorized in this License Agreement. Customer shall not remove, alter, obscure, modify, or obliterate any copyright, trademark, proprietary or other protective notice, or serial number on any of the system components. Customer agrees not to act in contravention of any of Unisyn’s rights or to assist others in doing so.
- 4.5. Customer shall not use the Unisyn OpenElect Software on hardware other than the hardware provided, or approved in writing, by Unisyn. Customer shall not make any changes to hardware which may affect Unisyn OpenElect Software performance, without the prior written consent of Unisyn, including but not limited to, changes to existing hardware configurations, network configurations, or terminal and printer characteristics.
- 4.6. Customer agrees to permit representatives of Unisyn to inspect the location and the computer hardware upon which the Unisyn OpenElect Software is being used or kept, Customer’s records of use of the Unisyn OpenElect Software, and any Copies of the Unisyn OpenElect Software. Such inspections shall occur at reasonable times during normal business hours. In addition, Unisyn will use all reasonable efforts to minimize disruption to the normal business activities of Customer.

5. Maintenance

- 5.1. Unisyn shall maintain Customer's Unisyn OpenElect Software such that it operates in conformity with the current User Documentation for the installed version of such Unisyn OpenElect Software, including all error corrections or changes provided pursuant to Subparagraph 6.1 and Upgrades provided pursuant to Subparagraph 6.2. Unisyn shall use its best efforts to correct any reproducible

error. Suspected error conditions will be investigated and corrected by Unisyn personnel at the Unisyn office to the extent possible.

5.2. If a problem cannot be resolved using remote diagnostics, with the Customer's authorization Unisyn will send a specialist to the Customer's site under the following terms:

5.2.1. If the problem lies solely with Unisyn's Software, Unisyn is responsible for all expenses associated with the resolution of the problem, provided, however, that Customer has incorporated all error corrections or changes to the Unisyn OpenElect Software within thirty (30) days of receipt of the same from Unisyn, and

5.2.2. If the problem is Customer generated, including by the failure to incorporate all error corrections or changes in a timely manner, the Customer is responsible for all fees and expenses at Unisyn's then-current consulting service rate. Customer generated problems include, but are not limited to, problems that arise from the failure of hardware or software that is not licensed or under warranty from Unisyn, installation of the Unisyn OpenElect Software on hardware that was not provided or approved by Unisyn, or improper use of the Unisyn OpenElect Software or the hardware upon which it is installed.

5.3. As is reasonably necessary for Unisyn to perform maintenance, Customer shall:

5.3.1. Provide Unisyn personnel with the work space necessary for the proper execution of its service obligations;

5.3.2. Be responsible for maintaining the computer hardware, communications equipment, cabling, and all other hardware equipment;

5.3.3. Make available computer time and assist in the testing and maintenance of software; and

5.3.4. Make available all necessary supplies.

6. Changes to Unisyn OpenElect Software

6.1. Unisyn may provide Customer with unsolicited error corrections or changes to the Unisyn OpenElect Software that Unisyn determines from time to time are necessary for proper operation of the Unisyn OpenElect Software or the system with which the Unisyn OpenElect Software was provided or is a part ("System"). Customer shall incorporate these corrections or changes within thirty (30) days of receipt from Unisyn, unless Customer is granted permission in writing to delay the incorporation of such corrections or changes. Such error corrections or changes shall be treated as part of the Original of the Unisyn OpenElect Software for purposes of this License Agreement.

- 6.2. Unisyn may, from time to time, release Unisyn OpenElect Software improvements (“Upgrades”). Upgrades shall mean any added functionality or change to functionality of programs and materials not included in the Unisyn OpenElect Software at the time of the execution of this License Agreement. Upgrades do not include later released versions of the Unisyn OpenElect Software with a higher version number, which generally provide significantly increased functionality or introduce new technology. During the term of this License Agreement Customer is entitled to receive one copy of each Upgrade, including any associated documentation and installation procedures. Upgrades shall be treated as part of the Original of the Unisyn OpenElect Software for purposes of this License Agreement, whether or not installed by Customer. Specific training courses for Upgrades are available and are billable at Unisyn’s standard published rates.
- 6.3. Customer may, from time to time, request modifications of the Unisyn OpenElect Software. If, in its discretion, Unisyn chooses to modify the Unisyn OpenElect Software, all such modifications shall be owned exclusively by Unisyn, and shall be treated as part of the Original Unisyn OpenElect Software for purposes of this License Agreement. Customer shall not modify, or permit a third party to modify, any Unisyn OpenElect Software, unless it is authorized by an amendment to this License Agreement. Any such modifications will be billed to Customer at Unisyn’s standard published rates.

7. Warranty

- 7.1. Unisyn warrants that it is the owner of Unisyn OpenElect Software or has the right to permit Customer to use the Unisyn OpenElect Software in compliance with the express terms of this License Agreement. Unisyn also warrants that when used with the hardware and software configuration purchased from or approved by Unisyn, the Unisyn OpenElect Software will perform free of software defects that would prevent the System from operating substantially in the manner described in the User Documentation at the time of shipment, and during any term of this License Agreement.
- 7.2. To the extent permitted by the owner of any Third Party Software Unisyn may provide, Unisyn shall pass through to the Customer all warranties provided to Unisyn. Otherwise, Third Party Software is delivered as is and without warranty.
- 7.3. Unisyn makes no other warranties, expressed or implied, of any kind or nature whatsoever concerning the software, the documentation, or any services provided hereunder.
- 7.4. Unisyn does not warrant uninterrupted operation or that the software will be error free. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.

8. Intellectual Property

- 8.1. Unisyn warrants that the Unisyn OpenElect Software does not infringe upon any United States patent, copyright, or trademark rights of any third party.
- 8.2. If notified promptly in writing of any action brought against Customer alleging that Customer's use of the Unisyn OpenElect Software infringes upon a United States patent or copyright or trademark, Unisyn will defend such action at its expense and will pay the costs and damages awarded against Customer in such action, provided that Unisyn shall have sole control of the defense of any such action, and all negotiations for its settlement or compromise.
- 8.3. If the Unisyn OpenElect Software, or any portion thereof, is likely to become the subject of a claim or infringement, or if a final injunction is obtained against Customer's use of the Unisyn OpenElect Software, Unisyn will, at its option and at its expense, either
 - 8.3.1. Procure for Customer the right to continue using the Unisyn OpenElect Software,
 - 8.3.2. Replace or modify the same so that it becomes non-infringing, or
 - 8.3.3. Grant the Customer a credit for such Unisyn OpenElect Software as depreciated, and accept its return.
- 8.4. The foregoing shall be the entire liability of Unisyn with respect to alleged infringement of patents, copyrights, or trademarks by the Unisyn OpenElect Software or any part thereof.
- 8.5. Customer shall hold Unisyn harmless against any expense, judgment or loss for alleged infringement of patents, copyrights or trademarks which result from Customer's use of the Unisyn OpenElect Software in a manner not authorized by Unisyn, or from Unisyn's compliance with Customer's designs specifications, or instructions.

9. No Other Warranties

The warranties contained in paragraphs 7 and 8 are in lieu of all other warranties and conditions express or implied, including, but not limited to, express or implied warranties of merchantability and fitness for a particular purpose. **THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED.** Except as provided in Paragraphs 5 and 8, the sole and exclusive remedy of Customer, and the sole and exclusive liability of Unisyn, in any action concerning or arising from Customer's use of the Unisyn OpenElect Software or Third Party Software, any equipment in which the Unisyn OpenElect Software or Third Party Software is used, the acts or omissions of persons providing services related to the Unisyn OpenElect Software or Third Party Software, or any alleged breach of this License Agreement shall be limited solely and exclusively at Unisyn's option, to either repair or replacement of any

defective Unisyn OpenElect Software, or a refund of the Initial License Charge paid by the Customer for the Unisyn OpenElect Software which is alleged to give rise to the claim or loss.

10. Limitation of Liability

- 10.1. Unisyn OpenElect Software may not perform properly for a variety of reasons that are beyond the control of Unisyn, including but not limited to the Unisyn OpenElect Software being negligently or improperly used, being modified, being installed on inappropriate hardware, or being supplied with improperly formatted data. Operation of the Unisyn OpenElect Software is the sole responsibility of the Customer and Unisyn shall not be responsible for the consequences of any changes to, or improper use of, the Unisyn OpenElect Software made by or on behalf of Customer.
- 10.2. Unisyn will not be liable for any claims, actions, suits, proceedings, costs, expenses, damages, or liabilities arising out of Unisyn's performance under this License Agreement unless caused by the negligent act or omission of Unisyn, its subcontractors, agents, servants, or employees. Unisyn's liability under this License Agreement for damages, regardless of the form of action, shall not exceed the fees or other charges paid to Unisyn for the current term of this License Agreement. Neither Unisyn nor any manufacturer or software provider for this system shall in any event be liable for special, indirect, incidental, or consequential damages, including, but not limited to, lost income, lost revenue, lost savings, increased expense of operation or lost profit, whether such damages were foreseeable or not at the time that this license agreement was entered into, and whether or not such damages arise out of a breach of warranty, a breach of contract, negligence, strict liability or any other theory of liability.
- 10.3. Unisyn's provision of Unisyn OpenElect Software to the Customer shall not be interpreted, construed, or regarded, either expressly or impliedly, as being for the benefit of or creating any obligation toward any third party or legal entity outside of Unisyn and the Customer; Unisyn's obligations under this License Agreement extend solely to the Customer.

11. Indemnification

Each Party shall indemnify and hold harmless the other Party from third party claims arising from, or alleged to arise from, the gross negligence or deliberate misconduct of a Party in the course of performing under this Agreement. This indemnity extends solely to claims and lawsuits for personal injury, death, or destruction of tangible personal property. In addition:

- Customer shall indemnify and hold harmless Unisyn from any third party claims arising from, or alleged to arise from, Customer's failure to operate properly the Unisyn OpenElect Voting System licensed to Customer hereunder; and

- Customer shall indemnify and hold Unisyn harmless from and against any liability that results from Customer's failure to comply with any applicable state, federal or local laws and/or regulations.

12. Confidential Information

12.1. For purposes of this Agreement, confidential information ("Confidential Information") is defined as those materials, documents, data, and technical information, specifications, business information, Representative information, individually identifiable voter information, or other information that the disclosing Party maintains as trade secrets or confidential and which are disclosed to a receiving Party in tangible form conspicuously marked as "secret," "confidential," or with words having similar meaning or which are expressly identified in this Subsection 12.1 Confidential Information includes:

12.1.1. All Unisyn OpenElect Software source and object code and written documentation associated therewith; and

12.1.2. Unisyn's equipment configuration.

12.2. Each Party shall treat the other Party's Confidential Information as confidential within their respective organizations, and shall disclose it therein only on a need-to-know basis.

12.3. Neither Party shall disclose the other Party's Confidential Information to any person outside their respective organizations unless disclosure is made in response to, or because of, an obligation to any federal, state, or local governmental agency or court with appropriate jurisdiction, or to any person properly seeking discovery before any such agency or court.

12.4. Each Party shall be given the ability to defend the confidentiality of its Confidential Information to the maximum extent allowable under the law prior to disclosure by the other Party of such Confidential Information.

12.5. Should Customer receive a request for information regarding this Agreement that in Customer's interpretation is subject to an Open/Public Records Act, but otherwise may constitute confidential information under this Section, Customer shall immediately forward such request to Unisyn. Unisyn shall promptly determine whether Unisyn will object to the disclosure of the information.

12.6. Customer Confidential Information.

In addition to anything that may be Confidential Information pursuant to an associated Agreement, Customer may also possess research, statistical, identifying, or other information about private individuals, which it may be necessary to share with Unisyn in the course of Unisyn's performance of this License Agreement. In addition to anything that may be Confidential Information pursuant to an associated Agreement, such information about private individuals

is Confidential Information. Unisyn shall not use or reveal such Confidential Information furnished by or on behalf of Customer that is identifiable to any specific private person for any purpose other than the purpose for which Customer obtained it. Copies of such information shall not, without the consent of the person furnishing such information, be admitted as evidence or used for any purpose in any action, suit or other judicial or administrative proceedings, unless ordered by a court of competent jurisdiction. The Customer shall be notified immediately upon receipt of any such order of court, pertaining to production of such information.

13. Termination

- 13.1. In the event either Party breaches one or more provisions of this License Agreement, the injured Party may serve written notice upon the violating Party identifying the violation and a reasonable cure period. Except as otherwise noted herein, such cure period shall be at least thirty (30) days. Unisyn may immediately terminate this License Agreement for a breach of any of Paragraphs or Subparagraphs: 4, 6.3, or 12.1, and seek any legal remedy to which Unisyn may be entitled, including but not limited to injunctive relief.
- 13.2. In the event the violating Party has not remedied the infraction at the end of the cure period, the injured Party may serve written notice upon the violating Party of intent to terminate, and seek any legal remedy to which it may be entitled, including the recovery of damages, injunctive relief, court costs, and attorneys fees. If the breach identified in the notice cannot be completely cured with the specified time period, no default shall occur if the Party receiving the notice begins curative action within the specified time period and thereafter proceeds with reasonable diligence and in good faith to cure the breach as soon as practicable.
- 13.3. In the event of termination of this License Agreement or any portion thereof, by expiration of its term or by either Party, Customer shall immediately discontinue use of the Unisyn OpenElect Software and will return the Original and all Copies of the Unisyn OpenElect Software to Unisyn along with the original and all copies of the documentation. Customer shall immediately destroy all Copies of the Unisyn OpenElect Software remaining in electronic or other memory.

14. Circumstances Beyond the Control of Unisyn or Customer

Should any circumstances beyond the control of Unisyn or Customer occur that delay or render impossible the performance of any obligation due under this License Agreement, such obligation will be postponed for the period of any delay resulting from any such circumstances, plus a reasonable period to accommodate adjustment to such extension, or cancelled if performance has been rendered impossible thereby. Such events may include, without limitation, accidents; war; acts of terrorism; acts of God; labor disputes; acts, laws, rules or regulations of any government or government agency; or other events beyond the control of both Unisyn and Customer. Unisyn shall not be liable under this

License Agreement for any loss or damage to the Customer due to such delay or performance failures. Notwithstanding the foregoing, both Parties shall use their best efforts to minimize the adverse consequences of any such circumstances. This Paragraph 14 shall not operate to excuse any Party from paying amounts that are owed pursuant to this License Agreement.

15. Electronic Signatures/Law

The Parties acknowledge that this License Agreement may be accepted using an electronic signature that consists of Customer's indication that it intends to be bound, and that such a signature shall be legally binding to the same extent as a written signature by a Party's authorized representative. Any use of the Unisyn OpenElect Software by Customer also constitutes acceptance of this License Agreement. Each Party waives any legal requirement that this License Agreement be embodied, stored or reproduced in tangible media, and agrees that an electronic reproduction shall be given the same legal force and effect as a signed writing.

16. Survival

The provisions of Paragraphs and Subparagraphs 3.2, 4.3, 4.4, 7.3, 7.4, 8.5, 9, 10, 12, 13.3, 14, 15, 16, 17, 18, 19, 20, 21, and 22 shall survive the expiration or termination of this License Agreement.

17. Assignment and Right to Subcontract

Neither Party may assign its rights, obligations, or interests in this License Agreement without the written consent of the other Party, providing however that Unisyn may subcontract all or any portion of the work without the prior consent of the Customer and may assign the proceeds of this License Agreement to a financial institution without prior consent of the Customer.

18. Legality and Severability

This License Agreement and the Parties' actions under this License Agreement shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, court orders, and applicable governmental agency orders. If any term or provision of this License Agreement is held to be illegal or unenforceable, the remainder of this License Agreement shall not be affected thereby and each term or provision of this License Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties agree that any arbitrator or court reviewing this License Agreement shall reform any illegal or unenforceable provision to carry out the express intent of the Parties as set forth herein to the fullest extent permitted by law.

19. Applicable Law

Interpretation of this Agreement shall be governed by the laws of the State of California, and the courts of the State of California will have exclusive jurisdiction with venue residing in San Diego County, except with respect to claims that are subject to federal

subject matter jurisdiction, as to which Unisyn agrees and consents to the jurisdiction of the United States District Court of the Southern District of California, for all purposes regarding this Agreement. Representative waives any claim that such forum or jurisdiction is not convenient or otherwise appropriate for resolution of any dispute.

20. Waiver

Any failure of a Party to assert any right under this Agreement shall not constitute a waiver or a termination of that right, this Agreement, or any provisions of this Agreement nor a waiver of any breach or subsequent breach not directly associated with the specific situation wherein the right was not asserted.

21. Notices

All notices required under this License Agreement, shall be sent by registered mail, certified mail, or other delivery refers to for which receipt can be verified. Notice shall be deemed to have been given on the date actually received or, if delivery was refused, on the date delivery was refused by an individual at the address provided for the receiving Party as set forth below. Either Party may change the address to which notices shall be delivered by providing ten (10) days' advance written notice to the other Party at the address listed in this Paragraph 21, or other then current address to which notices are to be delivered.

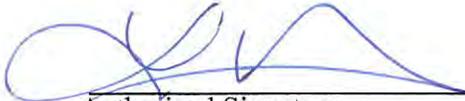
22. Entire Agreement/Modifications

This License Agreement, together with any Agreement of which this License Agreement initially formed a part, states the entire agreement between Customer and Unisyn concerning the subject matter hereof and supersedes all prior proposals or agreements whether oral or written. No alteration, waiver or modification of any provision of this License Agreement shall be effective unless it is in writing, expressly indicates that it modifies this License Agreement and is signed by the duly authorized representatives of both Customer and Unisyn.

IN WITNESS WHEREOF, Customer and Unisyn have caused this Agreement to be executed by their duly authorized officers as of the date set forth below.

STORY COUNTY, IOWA

UNISYN VOTING SOLUTIONS, INC.
by Henry M. Adkins & Son, Inc.



Authorized Signature



Authorized Signature



Lucy Martin
Printed Name

Dustin Vanderburg
Printed Name

Story County Auditor and
Commissioner of Elections
Title

Vice President
Title

3.15.22

Date

03/11/2022

Date

These thresholds apply to individual assets, not assets in aggregate. Intangible assets exceeding these thresholds will be recorded at the actual, historical cost, and the direct costs will be capitalized. Indirect costs will not be included for reporting or capitalization purposes. A useful life will be estimated for each individual intangible asset, and will not exceed the period to which the service capacity of the asset is limited by contractual or legal provisions. The asset will be amortized based on the estimated useful life using the straight-line method. If an intangible asset is determined to have an indefinite useful life, no amortization will be recorded. This information will be included in Story County's Annual Financial Report beginning with FY10. A listing of Story County's intangible assets will not be maintained on Story County's inventory list.

Deletion of a tangible capital asset requires the written approval of the applicable department head or elected official. Elimination of an intangible asset requires a written explanation by the applicable department head or elected official. All information should be forwarded to the Auditor's office for removal from the inventory list. Departmental inventory information will be reported annually to the Board of Supervisors.

A physical sampling of Story County's inventory with a cost threshold of \$500 will be done on an annual basis at the discretion of the Auditor's office.

Disposal of County property of any value should be handled in the following manner:

- Notify all departments and elected officials of availability of item(s) for continued County use
- Provide definitive timeframe of availability
- If in the given timeframe no internal interest for County use is expressed, the item/s is/are deemed available for disposal/individual use and shall be placed in a common area

An annual count of cash-on-hand will be conducted at the discretion of the Auditor's office.

Story County shall conform to the fund balance reporting standards and fund type definitions effected by Governmental Accounting Standards Board Statement No. 54 (GASB 54).

Budget and Financial Planning Policies

A balanced budget will be adopted. A balanced budget requires that general fund operating revenues should be sufficient to support operating expenditure without significant use of general fund balances. The general fund is the primary operating fund. Other funds include special revenue, capital projects, and debt service. The revenues within each of these funds should be sufficient to support expenditures without significant use of the respective fund balance.

Departmental budgets within each fund shall be adopted based on the approved budget of expenditures and revenues.

New or expanded services will not be implemented if inclusion of the service results in exceeding the departmental budget, unless specifically authorized by the Board of Supervisors through a budget amendment.

Claims for expenditures within a departmental budget must have authorization from the corresponding Department Head/Elected Official or designee.

The Auditor's office will distribute monthly budget reports to all departments. A quarterly report will be provided to the Board of Supervisors.

The management and expenditure of mental health funds shall be in accordance with the Central Iowa Community Services (CICS) 28E agreement or any subsequent agreement adopted pursuant to *Code of Iowa* §331.392.

Story County will budget the maximum amount available to allow transfer of dollars from the rural fund and general fund to the secondary road fund.

Story County will establish an annual secondary road construction plan. The plan which will include a project accomplishment list, and a project priority list for the succeeding four fiscal years based upon the construction funds estimated to be available for the period(s). The plan will be submitted to the Iowa Department of Transportation for review.

Story County will maintain a general fund balance at a level determined as sufficient to provide working capital for general governmental operations. The goal is to maintain a fund balance of approximately 25% of general fund annual expenditures.

Story County will maintain fund balances in governmental funds, other than the general fund, based on a review of working capital needs and expected revenue sources.

All fiduciary type agency funds will be expected to maintain revenue sufficient to cover all direct and indirect costs.

Revenue and Expenditure Policies

Story County will endeavor to maintain diversified and stable revenue sources. Sources include interest income, intergovernmental grants, licenses, permits, fees, and charges for services as well as property tax revenues.

A review of fees and charges for services will be made periodically by departments to determine that an appropriate level is maintained, in terms of comparability and costs to provide the service.

Story County will not use one-time revenues for on-going annual operating expenditures.

Story County will not budget a revenue source deemed unpredictable.

All revenues in the form of checks payable to Story County shall be processed in a timely fashion. All collections shall be remitted to the County Treasurer's office as soon as processed, and no later than five (5) business days following receipt of check.

Purchases of \$5,000 or more in addition to any purchase anticipated during the budget process, prior to purchase:

- Elected Officials should seek acknowledgement in a public meeting of the Board of Supervisors
- Department Heads must obtain approval in a public meeting of the Board of Supervisors

Contracts entered into on behalf of Story County must be authorized by the Board of Supervisors and documented in a public meeting of the Board. Approved contracts are to be maintained on file in the Auditor's office. Certain exceptions exist for Story County's Board of Health and Conservation.

Story County may use appropriate funding to provide non-alcoholic beverages and/or food for participants when hosting official meetings or training sessions pertinent to County business. Documentation of the public purpose is needed when purchasing refreshments with public funds; merely stating that the expenditure is for a public purpose does not suffice.

Reserve accounts shall be established and authorized by the Board of Supervisors at the time of budget adoption or budget amendment. These accounts shall be expended for a documented purpose, and accounted within the Auditor's office.

For revenues and expenditures, the Auditor's office will provide monthly financial summaries by department.

Expenditures within defined service areas shall not exceed the authorized budgeted amount. If determined necessary by the Board of Supervisors, claims for payment may be held until revenue sources are available within the service area.

Debt Management Policy

Story County will not exceed its constitutional debt limit of five percent of annual actual property valuation.

Financing alternatives include general obligation bonds, essential county purpose bonds, tax increment financing revenue bonds, capital leases, or other alternatives authorized by the *Code of Iowa* and determined to be financially beneficial to the County.

Story County will retain an independent financial advisory firm and bond counsel based on qualifications and experience with State of Iowa statutes.

Refunding opportunities will be analyzed internally by Story County, and externally by the financial advisor to determine net present value benefits.

Story County will file an annual report for continuing disclosure, as well as report any material events on a periodic basis.

Story County will be in compliance with all Federal tax law provisions involving debt issuance.

Effective Date

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

APPENDIX A

Internal Controls

- All departments and offices will follow these controls to ensure that payables and receivables are properly recorded, accurately coded, and appropriately applied.
- The Solutions accounting system is used by the Auditor and the Treasurer for transactions posted to the general ledger.
- A trial balance/general ledger is printed and balanced at the end of every month. If adjustments are needed, adjustments are made and posted.
- All transactions are required to have the proper coding and the proper fiscal year.
 - Any transaction lacking proper documentation will be returned to the department/office.
- All federal/state programs will be reviewed and analyzed by the recipient department/office to determine expected revenues and expenses by fiscal year. This information will be forwarded to the Story County Auditor by September 30 each year for inclusion in financial statements.
- All departments and offices shall follow the Accrual Guidelines (see Appendix B) to ensure proper financial reporting.

APPENDIX B

Accrual Guidelines

- The Auditor's office is responsible for completing the County Annual Financial Report (CAFR) on a Generally Accepted Accounting Practices (GAAP) Basis.
- During July and August of each year, the following is required:

<i>Expenses</i>	<i>Revenues</i>
<ul style="list-style-type: none">➤ All expense claims need to include the proper fiscal year➤ Fiscal year is determined by the date services were rendered➤ Services rendered in the previous fiscal year are paid for on a cash basis➤ Calculations made by the Auditor's Office are final	<ul style="list-style-type: none">➤ All deposits need to include the proper fiscal year➤ Fiscal year is determined by the date services are rendered <i>Ex. Fees received in June are FY21; fees received in July are FY 22</i>
- The Auditor's Office will examine all submissions to determine applicability of accrual based on state requirements.
- Departments/offices that use clearing accounts throughout the year shall provide the actual and accrual breakouts in a timely fashion.
- Preparation of the annual report (GAAP) can include additional information and items outside of the two-month period (July and August). If necessary, expenses and revenues from September and October will be accrued.
- Typically, any grant expenses and revenues will be included in accruals. The Auditor's Office will determine which revenues and expenses will be included per instructions from the State Auditor.

AMENDMENT NO. 1
To
Story County Provider Agreement
Dated May 11 (County) and May 10, 2021 (Provider)

1. This amendment is entered into this 15th day of March, 2022 by and between Story County, an Iowa Municipal Corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, IA 50201, telephone 515-382-7200 (County) and Jessica Martin (Provider), original parties to the agreement dated May, 2021.

2. In consideration of the mutual covenants herein made, the agreement is amended as follows: paragraph 2 EXPENSES & COMPENSATION is removed and replaced in its entirety with the following:

EXPENSES & COMPENSATION. Provider may charge a maximum hourly fee of \$40.00 not to exceed \$76,800.00 per annum for professional services necessary under the terms of this Agreement. It is expected that the Provider shall dedicate 40 hours per week over a 12-month period. Provider understands some weeks may require more than 40 hours and some may require less, but it is expected that the Provider will provide services for a 12-month period. Provider may bill County for travel expenses at the rate of not more than 0.39 cents per mile not to exceed \$1,530.00, which shall be limited to actual mileage included to perform necessary tasks required to reach the County's objective under this Agreement. All invoices must be itemized and specify the invoice total and time period covered and detail the work performed or expense incurred per this Agreement. Provider agrees that the above per annum compensation and mileage expense shall be Provider'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 assessing the accuracy of claim information.

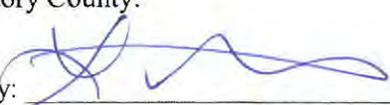
3. All other terms and conditions of the Agreement identified in the caption hereof shall remain in full force and effect except as specifically modified by this amendment. If there is conflict between this amendment and the agreement, the terms of this amendment will prevail.

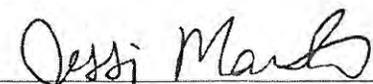
Story County Provider Agreement Amendment No. 1

This Agreement Amendment has been executed by the parties hereto, through their duly authorized officials or individual representatives.

Story County:

Jessica Martin:

By: 

By: 

Print Name: Latifah Taaisal

Print Name: Jessica Martin

Print Title: Story County Board of Supervisors

Print Title: Program Coordinator

Date: 3.15.22

Date: 3-9-22

AMENDMENT NO. 1
To
Story County Provider Agreement
Dated July 14, 2021

1. This amendment is entered into this 15th day of March, 2022 by and between Story County, an Iowa Municipal Corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, IA 50201, telephone 515-382-7200 (County) and Shelby Gibson (Provider), original parties to the agreement dated May, 2021.

2. In consideration of the mutual covenants herein made, the agreement is amended as follows: paragraph 2 EXPENSES & COMPENSATION is removed and replaced in its entirety with the following:

EXPENSES & COMPENSATION. Provider may charge a maximum hourly fee of \$36.00 not to exceed \$70,560.00 per annum for professional services necessary under the terms of this Agreement. It is expected that the Provider shall dedicate 40 hours per week over a 12-month period. Provider understands some weeks may require more than 40 hours and some may require less, but it is expected that the Provider will provide services for a 12-month period. Provider may bill County for travel expenses at the rate of not more than 0.39 cents per mile not to exceed \$1,530.00, which shall be limited to actual mileage included to perform necessary tasks required to reach the County's objective under this Agreement. All invoices must be itemized and specify the invoice total and time period covered and detail the work performed or expense incurred per this Agreement. Provider agrees that the above per annum compensation and mileage expense shall be Provider's sole compensation for professional services and work performed because of this agreement.

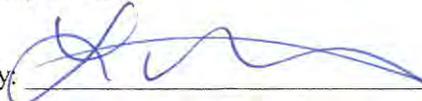
Provider understands that the County reserves the right to request additional specific information in assessing the accuracy of claim information.

3. All other terms and conditions of the Agreement identified in the caption hereof shall remain in full force and effect except as specifically modified by this amendment. If there is conflict between this amendment and the agreement, the terms of this amendment will prevail.

Story County Provider Agreement Amendment No. 1

This Agreement Amendment has been executed by the parties hereto, through their duly authorized officials or individual representatives.

Story County:

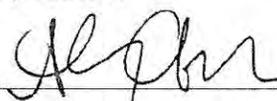
By: 

Print Name: Latifeh Faisal

Print Title: Story County Board of Supervisors

Date: 3.15.22

Shelby Gibson:

By: 

Print Name: Shelby Gibson

Print Title: Alternatives coordinator

Date: 3/9/22



STORY COUNTY Facilities Management

JOBY BROGDEN
Director
515.382.7401

JON EICKHOLT
Assistant
515.382.7402

Story County Administration
900 6th St.
Nevada, Iowa 50201
515.382.7404 FAX

DATE: March 10, 2022
TO: Board of Supervisors
FROM: Joby J. Brogden JB
RE: Contract Mowing Services

APPROVED **DENIED**
Board Member Initials: *JB*
Meeting Date: _____
Follow-up action: _____

Facilities Management would like to request contracting out our lawn mowing responsibilities in lieu of utilizing Maintenance Technician staff to perform these duties. The properties that would be included in this request are:

- Administration Building
- Justice Center
- Human Services Center
- Engineers Building
- Animal Control
- Duluth Group Home
- Calhoun Group Home

This request was scheduled to be a budgeted request for Fiscal Year 24, due to delays in HVAC project for the Justice Center, Facilities Management is making the request now. This project will require a significant amount of staff time commitment for contractor coordination and escort. This project is due to begin right as the height of the mowing season begins. This will put a burden upon staff personnel to be able to perform the needed duties to coordinate the HVAC project and still have adequate time to take care of the lawn work. Other scheduled projects that will most likely overlap the HVAC project are the permant front counter barriers project, Human Services HVAC project, epoxy flooring for the Jail. There could be in-house projects from the County space needs assessment that is currently underway.

Most recently Facilities Management contracted these mowing services in FY20 and FY21.

The contracted mowing services will be a cost savings to county tax payers. Current annual costs for performing mowing duties with Facilities Management staff and associated equipment:

Administration Building/ Engineers Building	\$5,880
Justice Center	\$18,088
Human Services Center	\$1,764
Animal Control	\$3,528
Duluth/Calhoun Group Homes	\$4,704
Fuel	\$3,115
Seasonal equipment repairs	\$800
Equipment scheduled replacement cost	<u>\$6,100</u>
Total Cost	\$43,979

Anticipated costs for contracted mowing services:

Administration Building/ Engineers Building	\$4,301
Justice Center	\$19,656
Human Services Center	\$1,456
Animal Control	\$3,024
Duluth/Calhoun Group Homes	<u>\$2,856</u>
Total Anticipated Cost	\$31,293

The direct cost savings comes from staff time being freed up to perform projects and repairs that we normally would not have time to perform due to time spent mowing grass. Currently these projects and repairs have been hired out. This will allow for Facilities staff to perform skilled trade projects and reduce the amount of tax dollars spent on hiring outside contractors to complete the projects and repairs, at a much higher labor rate than what we would be paying in labor to hire out our mowing responsibilities.

Addition to labor cost reduction, there is less repairs to equipment due to use for mowing. Our mowing equipment is the same equipment we utilize for snow removal, the equipment receives its heaviest use during the mowing season. Without the heavier demand on the equipment for mowing duties we would save cost on equipment replacement by extending the service life of each piece of equipment by an estimated 5 years per.

This request would require a budget amendment for Facilities Management for the current FY22 and then for FY23 budgets.

Total request would be for; **\$15,650.00 for FY22 and \$15,560.00 for FY23.**

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

Prepared By and Return to Andrea Wagner, Story County Planning and Development, 900 6th Street, Nevada, IA 50201 (515) 382-7245 Please Return to the Story County Planning & Development Department

**STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER 22-66**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to subdivide real estate from Hastings, Garing, and Boettger LLP, 409 Duff Avenue, Ames, IA 50010, involving real estate located in the NE of the NE, the SE of the NE, and the NE of the SE of Section 29 of Collins Township, identified as Parcel #s: 16-29-200-210, 16-29-200-405, and 16-29-400-210 and hereinafter described on Attachment A and shown on Attachment B, and

WHEREAS, Henry Joe Sandve, 17 W. Main Street, Marshalltown, IA, 50158, is the legal titleholder of said real estate, and

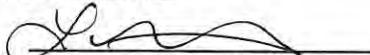
WHEREAS, it appears that all conditions and requirements prescribed by Chapter 354 and Chapter 355, Code of Iowa, and as prescribed by the Story County C2C Plan and the Code of Ordinances, of Story County, Iowa, have been complied with and met,

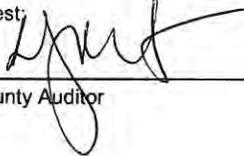
AND WHEREAS, it is the opinion of the Board of Supervisors of Story County, Iowa, that it is advisable and in the best interests of Story County, Iowa, and all persons concerned, that said Plat be approved, and accepted.

NOW, THEREFORE, BE IT RESOLVED that the Agricultural Subdivision Plat of the Kimberley Farm Subdivision involving real estate hereinafter described on Attachment A and shown on Attachment B being the same, is hereby approved and accepted, and all acts and deeds of the said owners and grantors in the premises are hereby confirmed and approved and the real estate hereinafter described on Attachment A and shown on Attachment B shall hereinafter be known as the Kimberley Farm Subdivision.

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 22-66 to be affixed to said Final Plat upon its approval by the Board of Supervisors.

Dated this 15th day of May, 2022.


Chairperson, Board of Supervisors

Attest:

County Auditor

ROLL CALL
FOR ALLOWANCE

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

ALLOWED BY VOTE
OF BOARD

Yea 3 Nay 0 Absent 0


CHAIRPERSON

Above tabulation made by JB

ATTACHMENT A

Survey Description - Kimberley Farm Subdivision:

An agricultural subdivision of the East Half of the Northeast Quarter, except Parcel A and Parcel C lying therein, and the Northeast Quarter of the Southeast Quarter, except an existing tract therein as shown on the Plat of Survey filed in Book 8, Page 219, all in Section 29, Township 82 North, Range 21 West of the 5th P.M., Story County, Iowa, all together being more particularly described as follows: Commencing at the Northeast Corner of said Section 29; thence S00°02'30"E, 950.07 feet along the east line thereof to the Southeast Corner of said Parcel C, as shown on the Plat of Survey filed at Inst. No. 2018-02409, and the point of beginning; thence continuing S00°02'30"E, 1000.40 feet to the Northeast Corner of said Parcel A, as shown on the Plat of Survey filed at Inst. No. 04-04922; thence running coincident with the boundary of said Parcel A S89°09'53"W, 255.05 feet; thence S17°16'55"W, 514.31 feet; thence S02°41'56"W, 150.81 feet; thence S89°25'52"E, 93.35 feet; thence S03°51'32"W, 254.41 feet; thence S88°57'26"E, 339.30 feet to the Southeast Corner of said Parcel A, said point being on the East line of said Section 29; thence S00°00'51"E, 361.53 feet along said line to the Northeast Corner of said existing tract; thence running coincident with the boundary thereof N89°39'06"W, 399.89 feet; thence S00°00'23"E, 544.53 feet; thence S89°41'55"E, 399.96 feet to the Southeast Corner of said existing tract, said point being on the east line of said Section 29; thence S00°00'51"E, 199.67 feet to the Southeast Corner of said Northeast Quarter of the Southeast Quarter; thence N89°53'13"W, 1323.35 feet to the Southwest Corner thereof; thence N00°04'35"W, 1320.72 feet to the Southwest Corner of the Southeast Quarter of said Northeast Quarter; thence N00°05'25"W, 2641.95 feet to the Northwest Corner of the Northeast Quarter of said Northeast Quarter; thence S89°52'11"E, 377.02 feet along the north line thereof to the Northwest Corner of said Parcel C; thence S00°02'18"E, 950.01 feet to the Southwest Corner thereof; thence S89°51'58"E, 950.06 feet to the point of beginning, containing 87.71 acres, which includes 2.56 acres of existing public right of way.

ATTACHMENT B

Staff Report

Board of Supervisors

Date of Meeting:
March 15, 2022

Case Number SUB21-000006

Agricultural Subdivision
Kimberley Farm Agricultural Subdivision
Resolution No. 22-66

APPLICANT:

Chad Schneider
Hastings, Gartin, and Boettger LLP
409 Duff Avenue
Ames, IA 50010

STAFF PROJECT MANAGER:

Andrea Wagner, Planner

SUMMARY:

An Agricultural Subdivision request for Parcel numbers #16-29-200-210, 16-29-200-405, and 16-29-400-210 to adjust the boundaries of three existing parcels and plat them as three lots, as follows: proposed Lot 1, a 8.88 net-acre lot, proposed Lot 2, a 3.35 net-acre lot, and proposed Lot 3, a 72.92 net-acre lot. The lots are not for development purposes. The property owner has proposed to sell these lots to a neighboring owner, who will continue to use them for agricultural purposes. The plat straightens the boundaries of the lots to enhance row cropping and allows the neighboring property owner to expand their cattle operations. Planning and Development staff recommend approval of the proposed Agricultural Subdivision Plat.





Property Owner

Sandve, Henry Joe

Parcel Identification Number(s)

16-29-200-210

16-29-200-405

16-29-400-210

Size of Area

85.15 net-acres

Location of Subdivision

Collins Township (Section 29, Township 82, Range 21)

Adjacent to US Highway 65

Districts

A-1 Agricultural District

Story County Ambulance and Collins Fire Department

Collins-Maxwell School District

Alliant Energy and Iowa Regional Utilities Association

Wolf Creek Watershed

Description of Proposed Subdivision and Current Land Use

The application is to consider a request for an Agricultural Subdivision to adjust the boundary of three existing parcels and plat them as three lots. The lots are being reconfigured for the purpose of selling land. The existing parcels are the NE of the NE, the SE of the NE, and the NE of the SE of Section 29, Township 82, Range 21, except for three existing parcels that include Landus Cooperative and two parcels containing dwellings and agricultural uses.

Proposed Lots 1 (8.88 net acres), 2 (3.35 net acres), and 3 (72.92 net acres) are currently in row crop production. All three proposed lots are zoned A-1 Agricultural, and designated as Agricultural Conservation Areas in the Capstone (C2C) Comprehensive Plan Future Land Use Map, and include mapped Natural Resource Areas. Agricultural Conservation Areas “encompass large areas of highly valuable farmland, with farming and agricultural production as the primary activity.” Principles for the designation include encouraging high-value agriculture lands to remain in production. Furthermore, development is discouraged in Natural Resource Areas.

The owner of the parcels in the proposed agricultural subdivision has stated that the intent is to sell the resulting lots to a neighboring landowner, who will continue to use them for agricultural purposes and expand their livestock (cattle) operations. The plat straightens the parcel boundaries—planting and harvesting crops on parcels with irregular boundaries is more



difficult. The lots created through an Agricultural Subdivision are not considered development lots (see Section 87.06). Planning and Development staff have communicated this with the property owner via their attorney. A note has been added to the plat that the lots are not intended for development.

There is an existing field entrance from US Highway 65 to proposed Lot 1. An access easement is not required for non-development lots to share an access.

There is floodplain in the south of proposed Lot 3. Approval of a floodplain development application and compliance with Story County's adopted floodplain management regulations would be required for any proposed development in the floodplain, including driveways, grading, or agricultural structures. This has been communicated to the applicant and property owner in the interagency review letter.

Applicant's Property and Current Surrounding Land Use

The property is located in Collins Township. It is approximately a quarter mile south of the City of Collins and 3.5 miles east of the City of Maxwell. Adjacent properties include:

North

Lot 4 of the Alvina Porter Estates Subdivision, which is currently in row crop production.

South

One 40 gross acre parcel owned by Henry Joe Sandve and currently in row crop production. The parcel also contains a stream and riparian buffer area.

East

Across US Highway 65 are two parcels over 30 gross acres in size belonging to Jacobson Acres Ltd. and currently in row crop production. There is also one parcel that is 40 gross acres, currently in row crop production, and owned by Charles E. Fish.

East of proposed Lot 3 and south of proposed Lot 1 is a 6.1 net-acre parcel owned by Charles and Kay Struthers. The parcel contains a dwelling, livestock, and agricultural buildings.

East of proposed Lot 3 and south of proposed Lot 2 is a 4.59 net-acre parcel owned by Nicholas and April Toornstra. The parcel contains a dwelling and timber.

West

Three parcels, all 40 gross acres and in row crop production, owned by Henry Joe Sandve.



There are 24 parcels located within a quarter mile of the properties. They are all located in unincorporated Story County and are zoned A-1, Agricultural, with the exception of the parcel occupied by Landus Cooperative, which is zoned A-2, Agribusiness. Six parcels contain single-family dwellings. Thirteen parcels meet or exceed the minimum 35 net-acre requirement to construct a single-family dwelling in the A-1 Agricultural Zoning District. One of the parcels to the north of the proposed Kimberley Farm Subdivision was platted as part of the Alvina Porter Estates Subdivision, which was also platted as an Agricultural Subdivision.

Applicable Regulations – Story County Land Development Regulations

87.06 AGRICULTURAL SUBDIVISION PLAT

1. A subdivision may be submitted for review and approval as an Agricultural Subdivision Plat when all of the following are true:
 - a. The lots created by the subdivision are intended to be used for agricultural purposes;
 - b. The subdivision contains no new development lots;
 - c. The subdivision includes no land set apart for new streets, alleys, parks, dedicated open space, school property or public use;
 - d. The subdivision lies wholly within the A-1 or A-2 Districts. (Ordinance No. 184)
 - e. No Residential or Minor subdivisions have been approved for the tract(s) being divided after December 31, 2003. (Ordinance No. 160)

Commentary

The following comments are part of the official record of the proposed Agricultural Subdivision Plat—Kimberley Farm Agricultural Subdivision, **Case No. SUB21-000006**. If necessary, conditions of approval may be formulated based on these comments.

Comments from the Interagency Review Team

The application materials were forwarded to the members of the Interagency Review Team on December 6, 2021, and the following applicable comments were received from staff:

County Engineer:

1. Any new driveway requests would be through the DOT.

County Assessor's Office:

1. Lots 1 and Lots 2 will be reviewed for highest and best use, the classification may change from Agricultural to Residential depending on ownership and use. Lot 3 will remain as an agricultural parcel.

Environmental Health:

1. No concerns with this subdivision. Septic and well permits may be required in the future depending on development.



Planning and Development Staff:

1. There are mapped natural resource areas on the property, as well as mapped floodplain. Any development in the floodplain requires a floodplain permit. "Development" means any manmade change to improved or unimproved real estate, including (but not limited to) building or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of materials and/or equipment. "Development" does not include minor projects or routine maintenance of existing structures and facilities, as defined in the ordinance. It also does not include gardening, plowing, and/or similar practices that do not involve filling, grading, and/or excavating.

Comments from the General Public

Notification letters were mailed on March 3, 2022, to surrounding property owners within a ¼ mile of the subject properties regarding the public meeting on the subdivision request.

No comments were received as of the writing of this report.

Comments from Cities within Two Miles

No comments from cities. The City of Collins voted on December 3, 2021, to approve the subdivision.

Analysis

Points to consider in evaluating the applicant's request to divide their property through the Agricultural Subdivision Plat process to create three (3) lots for agricultural use.

1. The goal of the subdivision is to partition land and to sell the three proposed lots to a neighboring property owner (Struthers).
2. The subdivision meets all requirements and standards for an Agricultural Subdivision.
3. The use of the proposed lots will remain agricultural.
4. The lots are not to be used for development unless in conformance with the Story County Land Development Regulations.
5. Additional divisions of the lots created with the agricultural subdivision are not permitted unless the entire subdivision is considered for platting purposes.
6. There is floodplain on proposed Lot 3. No development on the property is proposed, and any grading, dredging, agricultural structures, etc., must adhere to the floodplain regulations adopted in Chapter 80 of the *Story County Land Development Regulations*.
7. There are 24 parcels located within a quarter mile of the properties, seventeen of which appear to be primarily used for agricultural production. They are all located in unincorporated Story County and are zoned A-1, Agricultural, with the exception of the parcel occupied by Landus Cooperative, which is zoned A-2, Agribusiness. Six parcels contain single-family dwellings.



Alternatives

Story County Planning & Development Staff recommend the approval of the Kimberley Farm Agricultural Subdivision, as proposed (alternative #1).

1. **The Story County Board of Supervisors approves Resolution #22-66, the Agricultural Subdivision Plat – Kimberley Farm Subdivision, as put forth in SUB21-000006.**
2. The Story County Board of Supervisors approves Resolution #22-66, the Agricultural Subdivision Plat – Kimberley Farm Subdivision, with conditions, as put forth in SUB21-000006.
3. The Story County Board of Supervisors denies Resolution #22-66, the Agricultural Subdivision Plat – Kimberley Farm Subdivision, as put forth in SUB21-000006.
4. The Story County Board of Supervisors tables the decision on Resolution #22-66, the Agricultural Subdivision Plat – Kimberley Farm Subdivision, as put forth in SUB21-000006 and directs the applicant to address specific areas for additional information, review and/or modifications, and to work with staff to place the subdivision plat back on the Board of Supervisors' agenda.

CONSENT TO PLAT

Property: rural Collins, Story County, Iowa, legally described as follows:

The NE¹/₄ and the NE¹/₄ of the SE¹/₄ of Section 29, Township 82 North, Range 21 West of the 5th P.M. Story County, Iowa, **EXCEPT** Parcel "A" a part of the NE¹/₄ of the SE¹/₄ and the SE¹/₄ of the NE¹/₄ of Sec. 29-T82N-R21W of the 5th P.M. Story County, Iowa, as shown on the Plat of Survey recorded on April 23, 2004, as Inst. No. 04-04922, Slide 203, Page 6, **AND EXCEPT** Parcel "C" as part of the NE¹/₄ of the NE¹/₄ of Sec. 29-T82N-R21W of the 5th P.M., Story County, Iowa, as shown on the Plat of Survey recorded on March 28, 2018, as Inst. No. 18-02409, Slide 600, Page 3, **AND EXCEPT** the North 544.5 feet of the South 744.5 feet of the East 400 feet of the NE¹/₄ of the SE¹/₄ of Sec. 29-T82N-R21W of the 5th P.M. Story County, Iowa, **AND** the SE¹/₄ of the SE¹/₄ of Section 29, Township 82 North, Range 21 West of the 5th P.M., Story County, Iowa.

LET IT BE KNOWN, that I, the owner of abovementioned property, do swear or affirm that the **Final Plat of the Kimberley Farm Subdivision** was prepared with my free consent and in accordance with my desires.

Henry Joe Sandve
Henry Joe Sandve

3-8-2022
Date

State of Iowa, County of Marshall : ss.

This instrument was acknowledged before me on the 8 day of March 2022, by Henry Joe Sandve.



Brenda S Haskell
Notary Public in and for
said State and County

Farm Credit Services of America:

by *DG* Financial Officer
Dan Goos, Financial Officer

2/22/22
Date

State of Iowa, County of Marshall: SS.

This instrument was acknowledged before me on the 22 day of February 2022, by Dan Goos, as Financial Office for Farm Credit Services of America.



Chelsey Kaster
Notary Public in and for
said State and County

ATTORNEY'S TITLE OPINION

I, Chad E. Schneider, hereby state that I am an Attorney at Law, duly admitted to the practice of law in the State of Iowa, and a member of the firm of Hastings, Gartin & Boettger, LLP, with offices at 409 Duff, Ames, IA 50010. I further state that I have examined the Abstract of Title to the following described real estate located in Story County, Iowa:

The NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 29, Township 82 North, Range 21 West of the 5th P.M. Story County, Iowa, EXCEPT Parcel "A" a part of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 29-T82N-R21W of the 5th P.M. Story County, Iowa, as shown on the Plat of Survey recorded on April 23, 2004, as Inst. No. 04-04922, Slide 203, Page 6, AND EXCEPT Parcel "C" as part of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Sec. 29-T82N-R21W of the 5th P.M., Story County, Iowa, as shown on the Plat of Survey recorded on March 28, 2018, as Inst. No. 18-02409, Slide 600, Page 3, AND EXCEPT the North 544.5 feet of the South 744.5 feet of the East 400 feet of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Sec. 29-T82N-R21W of the 5th P.M. Story County, Iowa, AND the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 29, Township 82 North, Range 21 West of the 5th P.M., Story County, Iowa.

locally known as rural Collins, Iowa, from the date of the Root of Title thereof down to and including December 20, 2021, which abstract was last certified by Abstract & Title Services of Story County. The real estate has been subdivided and part of it is now to be known as the *Kimberley Farm Subdivision*.

Based upon information within the Abstract of Title, it is my opinion that the fee simple title to said real estate is in **Henry Joe Sandve**, a single person, and that said real estate is free from all encumbrances.

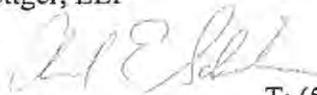
It is my opinion that the real estate is further subject to easements and restrictions of record and to the Zoning and Land Use Ordinances of Story County, Iowa.

Dated this 14th day of January 2022.

Hastings, Gartin & Boettger, LLP

/s/ Chad E. Schneider

Chad E. Schneider
409 Duff Ave.
Ames, IA 50010



T: (515) 232-2501
F: (515) 232-2525
chadschneider@amesattorneys.com

**Certificate of the Treasurer
of
Story County, Iowa**

I, Ted Rasmusson, Treasurer of Story County, Iowa, hereby certify that the records in this office now show that the real estate described in the attached plat and known as Kimberley Farm Subdivision, is free from taxes and special assessments as of this date.

Parcels No. 16-29-200-210, 16-29-200-405, and 16-29-400-210

Dated this 8th day of December, 2021.



Ted Rasmusson
Treasurer, Story County, Iowa
By Walter A. Baldwin, Deputy

RESOLUTION 2021-30

"Kimberley Farm Agricultural Subdivision in the E1/2, NE1/4 & NE1/4, SE1/4, SEC. 29-82-21, Story County, Iowa"

WHEREAS, an agricultural subdivision plat for the property belonging to Kimberley Farms and located at E1/2, NE1/4 & NE1/4, SE1/4, SEC. 29-82-21; and

WHEREAS, this final plat lies within the 2-mile perimeter of the city of Collins therefore it must be approved by the City before it can be finalized with Story County; and

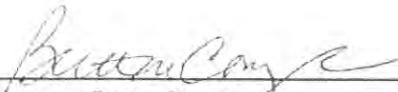
WHEREAS, this final plat was received by the City on December 3rd, 2021 for its review; and

NOW THEREFORE BE IT HEREBY RESOLVED, that the final plat for Kimberley Farms Subdivision has been submitted to the Collins City Council and is approved.

Upon a motion by Coree, with a second by Howell, this resolution shall be effective with an affirmative roll call vote as recorded below and the Mayor's signature:

Ayes: Amsden, Coree, Howell, Kennedy, Schlueter
Nays: 0

Passed and approved this 14th day of December, 2021.



Mayor Brett Comegys

Attest: Katie Baldwin

City Clerk Katie Baldwin



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

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

3/10/2022

Information Technology Quarterly Report

March 15, 2022

Managed Print Solution

Printer/Copier installs were started in February. The Sheriff's Office was completed first, moving on to HSC in March. We are trying to schedule based on hardware availability and the least disruptions as possible.

Paging Systems for Admin and HSC

The hardware installation and testing has been completed for both buildings. We were given training materials, but felt that formal training instruction was not necessary. Next steps are to compose a training policy and tests.

Website Refresh

Several edits have been made on the look of the site and individual training has been completed for several departments with homework assignments to be completed before the final draft is complete. There will be a final 1 day training session held on March 23rd, 2022.

Network Administrator

Barb has been handling the networking and one-call requests. The position vacancy was posted in February and we have had 3 responses so far.

Audits

We have been busy preparing for the FBI/CJIS audit which will take place the last week in March. IT met with staff from the Sheriff's Office to go over the preliminary 24-page questionnaire. The actual audit will be approximately 2 hours.



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

Networking

- City of Ames firewall install – completed and tested. This provides an extra layer of security on access to our system.
- Network upgrade to McFarland connection to improve access to internet and County systems. We have doubled the current bandwidth as a first step. This includes Hickory Grove as well.

Miscellaneous

- IT has been reviewing options for migration to Microsoft 365. The additional storage cost and hardware requirements will cost approximately \$150,000/year.
- Reviewing quotes for courtroom renovation per County Attorney requests
- Reviewing options for public meeting room improvements at the administration building. We have two vendor quotes, but need to update them after the meeting last week.
- CICS – meeting with Karla and Floyd County on IT items relating to the transition on July 1st.