

The Board of Supervisors met on 10/1/24 at 10:00 a.m. in the Story County Administration Building. Lisa Heddens, Linda Murken, and Latifah Faisal, with Heddens presiding. (all audio of meetings available at storycountyiowa.gov; any resolution is effective upon signature and can be inspected M-F, 8-4:30, at 900 6th Street, Nevada, Iowa)

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

BID OPENING FOR THE STORY COUNTY JUSTICE CENTER REMODEL: Joby Brogden, Facilities Management Director, and Jeff Harris, Rose Mackey Harris (RMH) Architects, opened bids as follows: 1) HPC, LLC, Ames, Iowa, bid bond included, acknowledgment of addendum 1, base bid of \$720,000.00 with duration of 26 weeks, and alternate #1 for \$78,000.00 for the fire alarm system; 2) Henkel, Ames, Iowa, bid bond included, acknowledgment of addendum 1, base bid of \$739,000.00 with duration of 20 weeks, and alternate #1 for \$80,000.00 for the fire alarm system; 3) Edge Commercial, Grimes, Iowa, bid bond included, acknowledgment of addendum 1, base bid of \$666,400.00 with duration of 20 weeks, and alternate #1 for \$104,000.00 for the fire alarm system; 4) Dean Snyder Construction, Ankeny, Iowa, bid bond included, acknowledgment of addendum 1, base bid of \$697,833.00 with duration of 20 weeks, and alternate #1 for \$99,530.00 for the fire alarm system. Brogden stated he will review the bids and return to the Board at a future meeting with a recommendation.

PROCLAMATION RECOGNIZING OCTOBER 2024 AS COMMUNITY PLANNING MONTH: The Board read the Proclamation in full. Murken moved, Faisal seconded approving Proclamation recognizing October 2024 as Community Planning Month. Roll call vote. (MCU)

MINUTES: 9/24/24 Minutes – Faisal moved, Murken seconded approving the 9/24/24 Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) new hire, effective 10/4/24, in a) Animal Control for Rebecca Buteau @ \$19.41/hr; effective 10/7/24, in a) Auditor's Office for Elizabeth Dohrmann @ \$18.00/hr; Mark Harris @ \$18.00/hr; Katherine MacLeod @ \$18.00/hr; Elijah Roeth @ \$18.00/hr; Teresa Rosenberg @ \$18.00/hr; Delissa Rotolo @ \$18.00/hr; Jolene VanWaus @ \$18.00/hr; Joann Wee @ \$18.00/hr; Jonie Wheeler @ \$18.00/hr; b) Conservation/IRVM for Nathan Schmitt @ \$24.84/hr; effective 10/14/24 in a) Facilities Management for Daniel Kelley @ \$24.23/hr; effective 10/18/24, a) Sheriff's Office for Zach Finders @ \$2,125.60/bw; 2) pay adjustment, effective 10/6/24, in a) Information Technology for Dean Hazen @ \$30.27/hr; Clint Myer @ 33.41/hr; b) Recorder's Office for Carol Golden @ \$21.96/hr; c) Treasurer's Office for Lori McDonald @ \$24.00/lump sum; effective 10/28/24, in a) Animal Control for Rebecca Buteau @ \$19.41/hr; 3) promotion, effective 10/6/24, in a) Attorney's Office for Samantha Betz @ \$28.81/hr; effective 11/17/24, for Lucas Richardson @ \$5,335.89/bw; 4) re-hire, effective 10/7/24, in a) Auditor's Office for Helen Benesh @ \$18.00/hr; Susan Braland @ \$18.00/hr; Michelle Hall @ \$18.00/hr; Kathy McElroy @ \$18.00/hr; Marylou Nelson @ \$18.00/hr. Murken moved, Faisal seconded the approval of Personnel Actions as listed. Roll call vote. (MCU)

Faisal moved, Murken seconded approving Consent Agenda.

1. Annual Certification to the Iowa Public Employees' Retirement System (IPERS) of \$125 Plan for 1/1/25-12/31/25
2. Governor's Traffic Safety Bureau Grant Contract, effective 10/1/24-9/30/25, for \$26,300.00
3. Re-signing of Lease Agreement between the Sheriff's Office and Pitney Bowes, effective for 60 months, billed at \$234.78 per quarter
4. Acknowledgement of Approval of the Signature of the Board of Supervisors Chair on the FY24 Substance Abuse Contract with Youth and Shelter Services (YSS)
5. Agreement between LexisNexis and Story County, effective 11/1/24-10/31/27, for \$984.00 per year
6. Amendment No. 3 to the American Rescue Plan Act (ARPA) Agreement between the City of Collins, Project No. 5, and the County
7. Resolution #25-26, Setting a Date and Time for Public Hearing for 10:00 am on 10/22/24, for First Consideration of Ordinance No. 320, Amending Chapter 8, Urban Renewal of the Story County Code of Ordinances
8. Road Closure Resolution: #25-03
9. Utility Permit: #25-7893

Roll call vote. (MCU)

CAPITAL IMPROVEMENTS PLAN (CIP) POLICY (AFTER SEVEN-DAY REVIEW): Crystal Davis, County Outreach and Special Projects Manager, reported the only comments and suggestions received were about formatting. Murken moved, Faisal seconded approving the CIP after seven-day review. Roll call vote. (MCU)

STEPS AND TIMEFRAME FOR THE ANNUAL CAPITAL IMPROVEMENTS PLAN (CIP): Crystal Davis, County Outreach and Special Projects Manager, reviewed the steps and the proposed timeframes. Faisal moved, Murken seconded approving Steps and Timeframe for the Annual CIP. Roll call vote. (MCU)

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

Murken moved, Faisal seconded to adjourn at 10:18 a.m. Roll call vote. (MCU)

Story County Board of Supervisors
Tentative Agenda
Administration Building, 900 6th St., Nevada, IA
10/1/24

1. SPECIAL NOTE TO THE PUBLIC: (3) - This Meeting Is Also Being Offered Via Zoom. While Joining Via Zoom, If You Have A Question And/Or Comment, You May Raise Your Hand To Speak During Public Forum Or Use The Chat Feature And The Chair Will Ask The Zoom Moderator To Review All Comments During Public Forum.

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

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

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

Please click this URL to join. [HTTPS://US02WEB.ZOOM.US/J/84068041164?
PWD=F8FOEWLWOCBJMLT38A4FCLRFM0H6GN.1](https://us02web.zoom.us/j/84068041164?pwd=F8FOEWLWOCBJMLT38A4FCLRFM0H6GN.1)

Passcode: 751099

Or One tap mobile:

+13017158592,,84068041164# US (Washington DC)

+13052241968,,84068041164# US

Or join by phone:

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

US: +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or
+1 646 931 3860 or +1 929 205 6099 or +1 360 209 5623 or +1 386 347 5053 or +1 507
473 4847 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833 or +1 689 278 1000
or +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 840 6804 1164

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. Bid Opening For The Story County Justice Center Remodel - Joby Brogden

Department Submitting Facilities Management

7. Consideration Of Proclamation Recognizing October 2024 As Community Planning Month

Department Submitting Planning and Development

Documents:

8. AGENCY REPORTS:

9. CONSIDERATION OF MINUTES:

I. 9/24/24 Minutes

Department Submitting Auditor

10. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) new hire, effective 10/4/24, in a) Animal Control for Rebecca Buteau @ \$19.41/hr; effective 10/7/24, in a) Auditor's Office for Elizabeth Dohrmann @ \$18.00/hr; Mark Harris @ \$18.00/hr; Katherine MacLeod @ \$18.00/hr; Elijah Roeth @ \$18.00/hr; Teresa Rosenberg @ \$18.00/hr; Delissa Rotolo @ \$18.00/hr; Jolene VanWaus @ \$18.00/hr; Joann Wee @ \$18.00/hr; Jonie Wheeler @ \$18.00/hr; b) Conservation/IRVM for Nathan Schmitt @ \$24.84/hr; effective 10/14/24 in a) Facilities Management for Daniel Kelley @ \$24.23/hr; effective 10/18/24, a) Sheriff's Office for Zach Finders @ \$2,125.60/bw; 2) pay adjustment, effective 10/6/24, in a) Information Technology for Dean Hazen @ \$30.27/hr; Clint Myer @ 33.41/hr; b) Recorder's Office for Carol Golden @ \$21.96/hr; c) Treasurer's Office for Lori McDonald @ \$24.00/lump sum; effective 10/28/24, in a) Animal Control for Rebecca Buteau @ \$19.41/hr; 3) promotion, effective 10/6/24, in a) Attorney's Office for Samantha Betz @ \$28.81/hr; effective 11/17/24, for Lucas Richardson @ \$5,335.89/bw; 4) re-hire, effective 10/7/24, in a) Auditor's Office for Helen Benesh @ \$18.00/hr; Susan Braland @ \$18.00/hr; Michelle Hall @ \$18.00/hr; Kathy McElroy @ \$18.00/hr; Marylou Nelson @ \$18.00/hr.

Department Submitting Auditor

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 IPERS Section 125 Plan Certification For 1/1/25 - 12/31/25

Department Submitting Human Resources

Documents:

2025 IPERS 125 CERTIFICATION.PDF

II. Consideration Of Governor's Traffic Safety Bureau Grant Contract Effective 10/1/24 - 9/30/25 For \$26,300.00

Department Submitting Sheriff

Documents:

GTSB FY25.PDF

III. Consideration Of Re-Signing Of Lease Agreement Between Sheriff's Office And Pitney Bowes Effective 60 Months For \$234.78/Qtr

Department Submitting Auditor

Documents:

PITNEY BOWES.PDF

IV. Acknowledgement Of Approval Of The Signature Of The Board Of Supervisor's Chair, In Signing For The FY24 Substance Abuse Contract With YSS

Department Submitting Auditor

Documents:

YSS.PDF

V. Consideration Of Agreement Between LexisNexis And Story County Effective 11/1/2024 - 10/31/2027 For \$984/Year

Department Submitting Sheriff

Documents:

LEXIS NEXIS.PDF
STORY COUNTY IA LNUS AGREEMENT PRISON SOLUTIONS.PDF

VI. Consideration Of Amendment No. 3 To The American Rescue Plan Act (ARPA) Agreement Between The City Of Collins, Project No. 5 And Story County

Department Submitting Board of Supervisors

Documents:

COLLINS AMD 3.PDF

VII. Consideration Of Resolution #25-26, Setting A Date And Time For Public Hearing For 10 Am On October 22, 2024, For First Consideration Of Ordinance No. 320, Amending Chapter 8, Urban Renewal Of The Story County Code Of Ordinances

Department Submitting Planning and Development

Documents:

RES 25 26.PDF

VIII. Consideration Of Road Closure Resolution(S): #25-03

Department Submitting Engineer

Documents:

RC 25 03.PDF

IX. Consideration Of Utility Permit(S) #25-7893

Department Submitting Engineer

Documents:

UT 25 7893.PDF

12. PUBLIC HEARING ITEMS:

13. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Capital Improvements Plan (CIP) Policy (Following 7 Day Review) - Leanne Harter And Crystal Davis

Department Submitting Board of Supervisors

Documents:

DRAFT CIP.PDF

- II. Consideration Of The Steps And Timeframe For The Annual Capital Improvements Plan - Crystal Davis And Leanne Harter

Department Submitting Board of Supervisors

Documents:

STEPS AND TIMEFRAMES.PDF

14. DEPARTMENTAL REPORTS:

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.

PROCLAMATION

Community Planning Month

October 2024

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, planners can help navigate this change with data-driven insights and expertise that provide better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning require public elected and appointed officials who understand, support, and demand excellence in planning and plan implementation; and

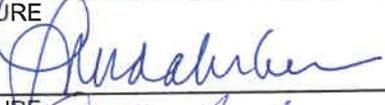
WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, the American Planning Association endorses National Community Planning Month as an opportunity to highlight how planning is essential to every community, and how planners are uniquely positioned to identify solutions to communities' most difficult housing, transportation, and land use questions, and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of appointed planning commission members who have contributed their time and expertise to the improvement of Story County, Iowa; and

WHEREAS, we recognize the many valuable contributions made by the professional community and regional planners of Story County, Iowa and extend our heartfelt thanks for the continued commitment to public service by these professionals;

NOW, THEREFORE, BE IT RESOLVED THAT, We, the Story County Board of Supervisors, do hereby proclaim October 2024 as **Community Planning Month** in Story County, Iowa in conjunction with the celebration of National Community Planning Month.

 SIGNATURE	10-1-24 DATE
 SIGNATURE	10-1-24 DATE
 SIGNATURE	10/1/24 DATE



Section 125 Plan Annual Certification



Employer ID: 85201
Employer Name: Story County
Certification Period: January 1 to December 31, 2025

Effective January 1, 2017, IPERS-covered employers that offer elective *employer* contributions to Section 125 plans whereby some of the contributions may be received by their employees as cash, must certify annually that certain conditions are met in compliance with IPERS administrative rules and the Internal Revenue Code. Only employer contributions to fringe benefit programs that meet the requirements for coverage in Iowa Code 97B and qualify under Internal Revenue Code (IRC) Section 125 may be treated as IPERS-covered wages.

According to the IRS, a qualified Section 125 plan must be written and offer at least one permitted taxable benefit and at least one qualified benefit. Your plan must include **all** of the following:

- Description of benefits available
- Plan rules governing participation
- Requirement that participants be employees
- Procedures governing employees' elections, including periods that elections may be made; and periods during which elections are effective, provided that elections are irrevocable
- The manner in which contributions may be made (for example, through salary reductions)
- Maximum amount of employer contributions available through the plan
- Plan year
- If paid time off, required ordering rules for non-elective and elective paid time off
- If flexible spending arrangements, provisions for complying with requirements
- If grace period, provisions for complying
- If distributions from health Flexible Spending Arrangements to employees' Health Savings Accounts, provisions for complying

I have legal and binding authority for the employer named above and I am authorized to complete this form. I certify that this employer is making employer contributions to a qualified plan under IRC Section 125. I acknowledge my organization's failure to comply with Iowa Code § 97B.58 and/or Iowa Administrative Code 495 relieves IPERS of all liability to any member or beneficiary.

Authorized signature:  Date: 10-1-24
Your name: Lisa Heddens Title: Board of Supervisors, Chair
Phone: 515-382-7200 Email: lheddens@storycountyiowa.gov

Please sign and return to IPERS by December 31.

EMAIL: employerrelations@ipers.org FAX: 515-281-0053

MAIL: IPERS, P.O. Box 9117, Des Moines, IA 50306-9117

Section 125 Plan Annual Certification



A Q & A for Employers

What is a cafeteria plan?

According to the Internal Revenue Service, a cafeteria plan is a separate written plan maintained by an employer for employees that meets the specific requirements and regulations of Section 125 of the Internal Revenue Code.

Why does IPERS require employers to certify their Section 125 plans?

Effective January 1, 2017, employers, not IPERS, are responsible to certify that their Section 125 plan complies with all requirements in IRC Section 125. Elective employer contributions to certified Section 125 plans are eligible for IPERS coverage if they meet the requirements listed in Iowa Code 97B. If the plan is not certified as a Section 125 plan, the contributions to it cannot be covered under IPERS.

How does Iowa Code (IC) 97B apply?

IC 97B lists additional requirements that must be met in order for Section 125 plan employer contributions to be IPERS-covered. The employer contributions must be uniformly available. IC 97B.1A(26)"a"(1)"b" states that elective employer contributions shall be treated as covered wages only if made uniformly available and not limited to highly compensated employees.

How do we determine if our Section 125 plan is qualified?

Check with your CPA, tax advisor or legal counsel to determine whether your plan meets the definition of a Section 125 plan. Review the qualifications listed on the certification form.

What if we don't have a qualified plan?

If you do not have a Section 125 plan, there is no need to certify with IPERS. In this case, employer cash payments paid to members in lieu of benefits (outside of regular wages), will not be considered as IPERS-covered wages.

When is the form due?

The annual certification must be submitted by December 31 each year. If plan certification is not provided, wage adjustments may be necessary.

Uniform treatment example

An organization has two types of employees covered under its Section 125 plan – teaching staff and support staff. The two groups have different collective bargaining agreements, so the benefit allowances are \$3,000 for teaching staff, and \$2,500 for support staff. Both groups are still required to purchase, at a minimum, single employee medical coverage for \$1,000.

For the teachers, \$2,000 of the allowance is IPERS-covered (the \$3,000 allowance minus the mandatory medical coverage costing \$1,000). For the support staff, \$1,500 is IPERS-covered (the \$2,500 allowance minus the mandatory medical coverage costing \$1,000).

For teaching staff:

\$3,000	benefit allowance
<u>- 1,000</u>	mandatory medical coverage
\$2,000	IPERS-covered amount

For support staff:

\$2,500	benefit allowance
<u>- 1,000</u>	mandatory medical coverage
\$1,500	IPERS-covered amount

A variation in covered wages is permitted when the reason for it is consistently applied to all members of each employee group. Thus, in this case, you would report different IPERS-covered amounts for the members of the two groups.

Proceed with caution

The rules governing Section 125 plans are complex. If you are unsure which wages should be covered, submit your plan documents to IPERS for review.

For more information, visit

<https://www.ipers.org/employers/section-125-plan-certification>.

**GOVERNOR'S TRAFFIC SAFETY BUREAU
IOWA DEPARTMENT OF PUBLIC SAFETY**

215 East 7th Street, 3rd Floor
Des Moines, IA 50319-0248

<https://dps.iowa.gov/bureaus-iowa-department-public-safety/gtsb>

Subrecipient	Story County Sheriff's Office
Project Agreement Number	402-PT-2025 05-40-92/402-AL-2025 02-40-91
Federal Funds	\$26,300.00
Total Federal Funds Obligated	\$26,300.00
Total Amount of Federal Funds	\$26,300.00
UEI	MR7LH26Y2UW7
FAIN(s)	69A37524300004020IA0
Federal Award Date	10/01/2022
Period of Performance	10/1/2024 – 09/30/2025
Budget Period	10/1/2024 - 09/30/2025
Federal Award Project Description	Highway Safety Programs
Federal Awarding Agency	National Highway Traffic Safety Administration
Assistance Listing & Title	20.600 – State & Community Highway Safety
Research & Development Funds	No
Indirect Cost Rate	Not Applicable

This project agreement will become effective upon subrecipient receipt of the signed and dated document from the Governor's Traffic Safety Bureau, not to commence prior to October 1. The subrecipient agrees to furnish and deliver all products and perform all services within their authorized jurisdiction set forth in the Statement of Work and Services for the consideration stated herein. When approved, the instrument becomes a project agreement to accomplish the provisions contained within the fiscal year's current Highway Safety Plan, and thereby constitutes an official project with the Governor's Traffic Safety Bureau (GTSB). This activity meets the requirements of Public Law 117-58 and the requirements set forth in the GTSB Policy & Procedures Manual, as amended.



Subrecipient Authorizing Official

10-1-24

Date

Brett A. Tjepkes, Governor's Traffic Safety Bureau Chief

Date

STATEMENT OF WORK & SERVICES

- The project agreement will be monitored by the National Highway Traffic Safety Administration (NHTSA) and GTSB.
- The subrecipient will absorb all costs not contained in this project agreement.
- The project will be evaluated on all items contained in the Statement of Work and Services and the budget.
- There will be no change in the Statement of Work and Services or budget without prior written approval of GTSB.
- The subrecipient will comply with all requirements contained within the Policies and Procedures Manual of GTSB, as amended.
- All documents relative to project activities will be maintained for three years in the subrecipient's office and will be available for review during regular office hours.
- The problem statement, evidence-based project goals, objectives and countermeasures outline in the subrecipient's application serve as the foundation for the project agreement activities.

Project Agreement Activities

- a. Conduct planned general (402-PT) high visibility traffic enforcement with an effort directed at occupant restraint, impaired driving and speed violations during times and at locations identified by your agency, the Iowa DOT or GTSB as high risk, with documented enforcement action(s) issued to violator(s).
- b. Conduct planned impaired (402-AL) high visibility traffic enforcement with an effort directed at impaired driving during times and at locations identified by your agency, the Iowa DOT or GTSB as high risk, with documented enforcement action(s) issued to violator(s).
- c. Conduct or participate in at least two targeted traffic enforcement projects, one of which will be conducted at night and one a multi-jurisdictional project.
- d. Conduct at least twelve public information/education activities aimed at improving driver safety behaviors.
- e. Conduct two observational occupant protection surveys: one in May and one in September.
- f. Purchase a minimum of three moving radar(s), utilizing NHTSA's conforming products list and utilize for speed enforcement.
- g. Purchase a minimum of two DPS-approved preliminary breath tester (PBT(s)) and utilize for impaired driving-related traffic enforcement.
- h. Participate in traffic safety training with prior GTSB approval and submit a trip report within two weeks following any out-of-state travel. All travel reimbursement will be made at State of Iowa approved rates.

Key Dates

- a. Submit a monthly status report that quantifies project activities and hours worked on the project by the 15th of the following month of the reporting period.
- b. A claim for reimbursement including all applicable supporting documentation within 90 days of the expense being paid by the subrecipient, except for the final claim which is due into the GTSB office no later than November 1.
- c. By August 1, submit claim(s) for expenses incurred prior to July 1.
- d. By August 1, submit all project agreement amendments including the transfer of funds between line items of the budget.

Project Budget

Personnel Services:

Directed overtime for general enforcement (402-PT)	\$ 9,000.00
Directed overtime for impaired enforcement (402-AL)	\$ 9,000.00
Training related travel (402-PT)	\$ 1,500.00

Equipment:

<i>402-PT</i>	
A minimum of three moving radar(s)	\$ 6,000.00
A minimum of two PBT(s)	\$ 800.00

Total: \$26,300.00

PROJECT AGREEMENT GENERAL CONDITIONS

Expense Documentation – The subrecipient will document the expenditure of such funds authorized as eligible for reimbursement in accordance with the conditions of this project agreement upon submission of the claim.

Copyrights - The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

- a. The copyright of any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and
- b. Any rights of copyright to which a grantee, sub grantee or a subrecipient purchases ownership with grant support.

Equipment - Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes in accordance with 23 CFR 1300.31.

- a. *Title* - Except as provided in paragraphs (e) and (f) of this section, title to equipment acquired under 23 U.S.C. Chapter 4 and Section 1906 will vest upon acquisition in the State or its subrecipient, as appropriate, subject to the conditions in paragraphs (b) through (d) of this section.
- b. *Use* – All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes, as determined by the Regional Administrator, and neither the State nor any of its subrecipients or contractors shall encumber the title or interest while such need exists. GTSB considers equipment purchased using federal funds to have a useful life expectancy of at least five years unless documentation is provided to the contrary.
- c. *Management and disposition* – subject to the requirements of paragraphs (b), (d), (e), and (f) of this section, States and their subrecipients and contractors shall manage and dispose of equipment acquired under 23 U.S.C. Chapter 4 and Section 1906 in accordance with State laws and procedures.
 - 1. *Purchases* – Subrecipients shall receive prior written approval from NHTSA and GTSB for all equipment purchases over \$10,000.00. Failure to secure prior approval will result in the subrecipient being responsible for the cost of the equipment purchase; retroactive approval from NHTSA is not an option.
 - 2. *Dispositions* - Disposition of equipment with a useful life of more than one year and an acquisition cost of \$10,000.00 or more shall receive prior written approval from NHTSA unless the equipment has exceeded its useful life as determined by GTSB policy. Disposition of equipment with a useful life of more than one year and an acquisition cost of less than \$10,000.00 shall be reported to GTSB. Equipment destroyed during its useful life shall be replaced by the subrecipient. The subrecipient will notify GTSB of the date the equipment

was rendered unusable and the replacement information to include manufacturer, date equipment was received and serial number.

- d. *Right to transfer title* – The Regional Administrator may reserve the right to transfer title to equipment acquired under this part to the Federal Government or to a third party when such third party is eligible under Federal statute. Any such transfer shall be subject to the following requirements:
1. The equipment shall be identified in the grant or otherwise made known to the State in writing.
 2. The Regional Administrator shall issue disposition instructions within 120 calendar days after the equipment is determined to be no longer needed for highway safety purposes, in the absence of which the State shall follow the applicable procedures in 2 CFR parts 200 and 1201.
- e. *Federally-owned equipment* – In the even a State or its subrecipient is provided federally-owned equipment:
1. Title shall remain vested in the Federal Government.
 2. Management shall be in accordance with Federal rules and procedures, and an annual inventory listed shall be submitted by the State.
 3. The State or its subrecipients shall request disposition instructions from the Regional Administrator when the item is no longer needed for highway safety purposes.
 4. GTSB does not allow equipment purchased using federal funds to be sold without written prior approval from GTSB.

Project Agreement Amendments – Project agreement amendments must occur if there is a change in budget within the same funding source, to change the required scope of work, a change in an equipment purchase including quantity or addressing an unplanned occurrence. The subrecipient must submit an amendment request to GTSB for approval. Once GTSB has issued an approval for the change, the subrecipient may proceed with the amended activity. No change in a project agreement will be accepted within 60 days of the close of the project.

Release of Data and Findings – Any and all reports, information, data and so forth, given to, prepared, or assembled by the subrecipient under this project agreement shall not be made available to any individual or organization by the subrecipient prior to the completion of this project in its entirety, without advance written approval of such prior release by GTSB. Unless otherwise stated in the project agreement, the subrecipient may not release reports, information, publication information and education materials, and so forth if produced under the terms of the project agreement without providing GTSB with a copy for review and comment at least thirty (30) days in advance of submission for publication. This section applies to such elements as scholarly journals, professional conferences and seminars, final reports, surveys, and news releases.

Litigation – The subrecipient agrees to pay the cost of any litigation should said subrecipient fail to comply with the rules and regulations in this project agreement or should said subrecipient prove to be negligent or incompetent. In carrying out the provisions of the project agreement or in exercising any power or authority granted to the subrecipient, there shall be no liability, personal or otherwise, upon the GTSB as that office acts in accordance with the State. Furthermore, to the extent allowed by law, including but not limited to Iowa Code Chapter 669 and the Iowa Constitution, the subrecipient shall be responsible for all claims and damages that directly result from the negligent acts or omissions of subrecipient, its employees or agents to the extent permitted by Iowa Code Chapter 669.

CERTIFICATIONS AND ASSURANCES

Nondiscrimination (Applies to Subrecipients as Well as States) - The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252)*, (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- 28 CFR 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)*, (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.)*, and *Title IX of the Education Amendments of 1972*, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.)*, as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975*, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189)* (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, *Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations* (preventing discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, *Improving Access to Services for Persons with Limited English Proficiency* (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- Executive Order 13985, *Advancing Racial Equity and Support for Underserved Communities through the Federal Government* (advancing equity across the Federal Government); and
- Executive Order 13988, *Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation* (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

Political Activity (Hatch Act) (Applies to Subrecipients as Well as States) - The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Certification Regarding Federal Lobbying (Applies to Subrecipients as Well as States)
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or

employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure:

Restriction on State Lobbying (Applies to Subrecipients as Well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification Regarding Debarment and Suspension (Applies to Subrecipients as Well as States)

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding

Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters—Primary Tier Covered Transactions

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the

- department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
 4. The terms *covered transaction*, *civil judgment*, *debarment*, *suspension*, *ineligible*, *participant*, *person*, *principal*, and *voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
 5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
 6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).
 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Buy America (Applies to Subrecipients as Well as States) - The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In

order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

Certification on Conflict of Interest (Applies to Subrecipients as Well as States)

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential sub awardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may
 - a. terminate the award, or
 - b. determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an

action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

Prohibition on Using Grant Funds To Check for Helmet Usage (Applies to Subrecipients as Well as States) - The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.



NASPO ValuePoint FMV Lease Agreement (Option C)

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Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee

STORY CO SHERIFF CO

Tax ID # (FEIN/TIN)

426005024

Sold-To: Address

1315 S B AVE, NEVADA, IA, 50201-2806, US

Sold-To: Contact Name

Elizabeth Quinn

Sold-To: Contact Phone #

5153827473

Sold-To: Account #

0010419858

Bill-To: Address

1315 SB Ave, Nevada, IA, 50201-2806, US

Bill-To: Contact Name

Elizabeth Quinn

Bill-To: Contact Phone #

5153827473

Bill-To: Account #

0016674711

Bill-To: Email

equinn@storycountyowa.gov

Ship-To: Address

1315 S B AVE, NEVADA, IA, 50201-2806, US

Ship-To: Contact Name

Elizabeth Quinn

Ship-To: Contact Phone #

5153827473

Ship-To: Account #

0010419858

PO #

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROCSERIES4	SendPro C Series - Version 4
1	1E47	SP100 Label Printer with Lifter Base
1	1FXA	Interface to InView Dashboard
1	7H00	C Series IMI Meter
1	8H00	C Series IMI Base
1	APAC	Connect+ Accounting Weight Break Reports
1	APAX	Cost Acctg Accounts Level (100)
1	APKN	Account List Import/Export
1	C425	SendPro C425
1	CAAB	Basic Cost Accounting
1	F90I	Basic Installation and Training
1	F9PG2	PowerGuard LE Service Package
1	HZ80001	SendPro C Series Drop Stacker
1	ME1A	Meter Equipment - C Series

1	MP81	C Series Integrated Scale
1	PAB1	C Series Premium App Bundle
1	PTJ1	SendPro Online-PitneyShip
1	PTJA	SPO-PitneyShip Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS1	C200 SoftGuard
1	SPCRK	Return Kit for SendPro C Series
1	STDLSLA	Standard SLA-Equipment Service Agreement (for SendPro C Series - Version 4)
1	ZH24	Manual Weight Entry
1	ZH27	HZ02 65 LPM Speed
1	ZHC425	SendPro C425 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL
1	ZHD9	Retail Ground LOR
1	ZHWL	5lb/3kg Weighing Option for MP81

Your Payment Plan

Initial Term: 60 months		Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*	
60	\$ 78.26	\$ 234.78	

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power[®] transaction fees included
- Purchase Power[®] transaction fees extra

*Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are either (i) included in your State's contract which is available at <http://www.pb.com/states> or (ii) available by clicking on the hyperlink for that software located at https://www.naspovaluepoint.org/search/?term=pitney+bowes&page_ref=contractors. Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808; MA#23065

State/Entity's Contract#



Lessee Signature

Lisa K Heddens

Print Name

Chair

Title

10-1-24

Date

lheddens@stonycountyma.gov

Email Address

Pitney Bowes Signature

Print Name

Title

Date

Sales Information

Lynn Harrington

lynn.harrington@pb.com

Account Rep Name

Email Address

PBGFS Acceptance

COUNTY SUBSTANCE ABUSE PREVENTION SERVICES AGREEMENT

THIS AGREEMENT is made and executed this 1st day of July, 2024 by and between the STORY COUNTY BOARD OF SUPERVISORS (hereinafter referred to as "BOS."), and YOUTH AND SHELTER SERVICES (SUBCONTRACTOR) (hereinafter referred to as "YSS.") whose address is 420 Kellogg, Ames, IA 50010 to utilize the County Substance Abuse Prevention Services grant funds proposed to be \$10,000.00. All parties to this Agreement desire to provide comprehensive substance abuse prevention services. Services will include but not be limited to those outlined in the 'Description of Work' as stated in the grant proposal for FY 2025. It is hereby agreed as follows:

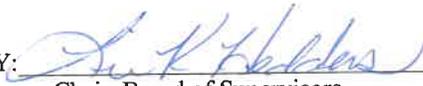
1. The plan, as illustrated by the FY25 County Substance Abuse Prevention Services application will be carried out. The total subcontract amount is \$40,000 (line item budget attached). Any amendments to the plan will be carried out by the request to modify. This will be adhered to by all parties.
 - a. The YSS mentoring program will serve up to 75 youth in Story County in multiple school districts and by participating in the mentoring relationships the youth will increase or maintain their perception of risk/harm related to alcohol, tobacco and other drugs.
 - b. The YSS Kids Club programs will serve up to 100 youth in 4 Story County, School Districts implementing Generation Rx curriculum within the program. The program will improve the knowledge of medication safety principles in school-aged youth.

2. The sub-contractor's (YSS) responsibilities are as follows:
 - a. All restrictions, obligations, and responsibilities of the BOS under the contract with Iowa HHS (Agency), including the General Terms for Service Contracts (effective 8.1.23) and the Contingent Terms for Service Contracts (effective 8.1.23) shall also apply to YSS.. YSS is responsible for all services outlined in county application which includes providing substance abuse programming in Story County schools. This will assure continuity of care for Story County residents across all age groups.
 - b. Will comply with all relevant provisions of the Iowa Civil Rights Act of 1965, as amended, Iowa Executive Order No. 15 of 1973, Federal Executive Order 11246 of 1965, as amended by Federal Executive Order 11375 of 1967, the Equal Employment Opportunity Act of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975. YSS in completing this contract shall comply with Title VI Civil Rights Act of 1964 (PL88-352) so that no person will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, creed, color, religion, national origin, sex, age or physical or mental disability.
 - c. Shall provide personal liability insurance coverage for employees performing services under this Agreement. It is agreed that YSS is at all times an independent contractor and shall be outside the control of Story County as to the manner of performing services. Staff performing services under the Agreement are not employees, agent or officers of Story County. Proof of such insurance coverage by certificate shall be provided to the Board by YSS at the commencement of services under this Agreement and, thereafter, upon any renewal of coverage.

- d. YSS shall hold harmless, indemnify and defend Story County against any and all claims, losses, damage or lawsuits from third parties arising from or related to the provision of services under this Agreement.
 - e. The subcontractor shall provide the AGENCY, the CONTRACTOR, and any of their duly authorized representatives with access, for the purpose of audit and examination, to any documents, papers, and records of the subcontractor pertinent to the subcontract.
 - f. Shall provide a yearly report of its activities relating to the services provided under this Agreement to the BOS, or most frequently, upon request.
 - g. Will submit bills by the 10th day of October, January, April and July for the preceding quarter's services. Will maintain records to ensure expenditures do not exceed the approved appropriations.
3. If any provisions contained herein shall be in conflict with the laws of the State of Iowa, or shall be declared to be invalid by a Court of record of this State, such invalidity shall be construed to affect only such portions as are declared invalid or in conflict with the law. Any remaining portion ruled valid by the Court shall continue to be in effect.
 4. This Agreement may be canceled by either the BOS, or YSS upon ninety (90) days written notice.
 5. The term of this agreement shall be from July 1, 2024, until June 30, 2025. Thereafter, the agreement will be renegotiated from year to year. All provisions of this contract are included, including audit requirements. This agreement may be amended at any time by mutual agreement. The amount of funds for each grant is identified on the Iowa Department of Health and Human Services contract fact sheet.
 6. This plan will support the local Comprehensive Needs Assessment as well as the Healthy Iowans 2020 plan.

AGREED AND EXECUTED THIS 25th DAY OF September.

STORY COUNTY BOARD OF SUPERVISORS

BY:  Date 9-25-24
 Chair, Board of Supervisors

YOUTH AND SHELTER SERVICES

BY:  Date September 25, 2024
 Andrew Allen, CEO

SUBCONTRACTOR LINE ITEM BUDGET

Staff Position	Role	Salary and Benefits to Project	IDPH	Match
CYFD Director	Supervision	\$5,000		\$5,000
Five Mentoring Facilitators	Mentoring Program Implementation	\$15,000	\$5,000	\$10,000
Four Kids Club Supervisors	Kids Club Curriculum	\$15,000	\$4,000	\$11,000
Kids Club Manager	Supervision Kids Club Curriculum	\$5,000	\$1,000	\$4,000
Totals		\$40,000	\$10,000	\$30,000

Interoffice

MEMORANDUM

Story County Sheriff's Office

To: Sheriff Paul H. Fitzgerald 
From: Assistant Jail Administrator Micah Andersen
Date: 09/25/2024
Subject: LexisNexis for Inmate Tablets
Attached: LexisNexis Agreement

The Story County Jail is requesting to purchase a subscription to Lexis Nexis correctional law library to be installed on the Securus Inmate Tablets in the jail. This digital library will replace the hard-bound law books currently purchased every year for inmate use. It will also reduce or eliminate the need to take pro se inmates out of the jail's perimeter to utilize access legal materials that the jail does not possess. The yearly cost of this service will be supported by the Inmate Commissary Fund and is roughly equivalent to the annual cost of hard-bound law books.

11/1/24 through 10/31/25	\$984.00
11/1/25 through 10/31/26	\$984.00
11/1/26 through 10/31/27	\$984.00



LEXISNEXIS® MASTER PRISON SOLUTIONS AGREEMENT

Full Legal Name "Customer": Story County Jail, IA	
Financial Account Number: TBD	Organization Customer Number: TBD
"LN": LexisNexis, a division of RELX Inc.	

Customer agrees to purchase or license the LN products and services (each a "Product") set forth in this LexisNexis Master Agreement (this "Master Agreement").

1. TERM

This Master Agreement will begin upon the earliest date indicated in the Master Agreement Period table below ("Effective Date") and will continue in full force and effect for a periods set forth below ("Term").

2. SUBSCRIBED PRODUCTS AND COMMITMENT

Customer elects to subscribe to the Products identified in the table(s) below during the Term. In exchange for access to the Products, Customer will pay to LN the Monthly or Annual Commitment amounts and, if applicable, one-time charges set forth in the Product Riders. Customer shall also be responsible for any such other transactional charges as are set forth in the Product Riders to this Master Agreement.

3. PRODUCTS AND PRICING

3.1. DISTRIBUTED MEDIA PRODUCTS

Product(s) and Pricing for 'DISTRIBUTED MEDIA' - EHD <input type="checkbox"/> DVD <input type="checkbox"/> N/A <input checked="" type="checkbox"/>		
Acct Number: TBD	Qty of each of those checked above:	# of Terminals of each of those checked above:
Distributed Media Prison Solution	ISBN#	Library #

Check Box if Delivery Address and or Contact Name is same as below <input checked="" type="checkbox"/>
Delivery Address:
Contact Name:

PRISON SOLUTIONS Order Periods		Monthly <input type="checkbox"/>	Annual <input type="checkbox"/>
	to	\$	

Kiosks*					
Quantity	Vendor	One-time charge per each	Shipping & Handling per each	Taxes (or N/A) per each	TOTAL for Kiosks
		\$	\$	\$	\$

*NOTWITHSTANDING ANYTHING TO THE CONTRARY, CUSTOMER UNDERSTANDS AND AGREES THAT LN/MB MAY, AT TIMES, ACT ONLY AS A BILLING AGENT FOR THE KIOSK VENDOR AND HAVE NO LIABILITY OR OBLIGATIONS (IN CONTRACT, WARRANTY OR OTHERWISE) FOR THE KIOSKS.



3.2. ONLINE SERVICE PRODUCTS

Product(s) & Pricing for 'ONLINE SERVICE' - STAFF ONLY <input type="checkbox"/> N/A <input checked="" type="checkbox"/>		
Total # Government Professionals:	Billgroup #:	
Preferred Pricing Materials	Source/Menu #	Shepards®
<input type="checkbox"/> See attached for additional Preferred Materials		
Product(s) & Pricing for 'ONLINE SERVICE' - Staff on Behalf Of Inmate <input checked="" type="checkbox"/> Inmate Access <input checked="" type="checkbox"/> N/A <input type="checkbox"/>		
Total # Terminals: ADP 72	Billgroup #:	
Preferred Pricing Materials	Source/Menu #	Shepards
Corrections Library	1521290	
National Primary Enhanced	1011511	FULL
<input type="checkbox"/> See attached for additional Preferred Materials		

Customer IP Address	
Location	IP Address
LexisNexis	67.158.195.125

ONLINE ACCESS Staff User Name(s) List	
ID Holder Name	ID Holder Email address
<input type="checkbox"/> See attached for additional names	

ONLINE ACCESS Order Periods				Monthly <input type="checkbox"/>
				Annual <input checked="" type="checkbox"/>
Beginning	Activation	to	10/31/2024	\$ 0
Beginning	11/1/2024	to	10/31/2025	\$ 984
Beginning	11/1/2025	to	10/31/2026	\$ 984
Beginning	11/1/2026	to	10/31/2027	\$ 984
Beginning		to		\$



**LEXISNEXIS® MASTER
PRISON SOLUTIONS AGREEMENT**

4. INCORPORATED TERMS

The Product Riders and Master Agreement Terms attached hereto are material terms of this Master Agreement and are incorporated herein and made a part hereof. In addition, the Online Products are subject to the Terms & Conditions of use for the LexisNexis Services which may be viewed and printed at: <https://www.lexisnexis.com/en-us/terms/LACommercial/terms.page> (the "General Terms").

AGREED TO AND ACCEPTED BY:

Customer:	
[MUST BE COMPLETED BY CUSTOMER]	
Authorized Customer Signature:	
Printed Name:	Lisa Heddens
Job Title:	Chair, Story County Board of Supervisors
Date:	10-1-24
Customer Notice Address: Story County Jail 1315 South B Avenue Nevada IA	
Attn: Jail Administrator _____	

LN:	
[MUST BE COMPLETED BY LN]	
Authorized LN Signature:	
Printed Name:	_____
Job Title:	_____
Date:	_____



**LEXISNEXIS® MASTER
PRISON SOLUTIONS AGREEMENT**

CUSTOMER INFORMATION (Please type or print):

1. Organization Name (Full Legal Name): STORY COUNTY JAIL, IA
2. Physical Address: 1315 S B AVE
City: NEVADA State: IA Zip: 50201
3. County: STORY 4. Country: USA
5. Telephone Number: 515-382-7464 6. Fax Number: _____
7. Invoice Address (email and physical address): MANDERSEN@STORYCOUNTYIOWA.GOV
8. Name of Contact, Telephone Number and Email Address for the following:
Overall Installation: Micah Andersen 515 382 7532 MAndersen@storycountyiowa.gov
Billing: _____
Policy/Legal Notification: _____
Scheduling/Training: _____
9. Tax Exempt: Yes (attach Sales Tax Exemption Certificate) No
10. Organization Web Address: https://www.storycountyiowa.gov/211/Jail-Information
11. If this box is checked, then Customer has requested to be billed and will pay for a whole Order Period at a time.

MASTER AGREEMENT TERMS

The following terms (the "Master Agreement Terms") apply to all Products included in this Master Agreement.

1. Pricing; Payment

- 1.1. Pricing listed in this Agreement does not include any applicable taxes, which shall also be due from Customer (if applicable).
- 1.2. Customer will have 30 days to pay each invoice. Amounts which have not been paid within 30 days after the invoice date are thereafter until paid subject to a late payment charge at a rate equal to 15% per annum (or, if less, the maximum legal rate permitted under applicable state or local law or regulation). Additionally, LN shall have the right to terminate this Agreement and retain all sums paid by Customer. Customer shall be responsible for collection costs including, but not limited to, collection agency fees, reasonable attorneys' fees and court costs.
- 1.3. If Customer is a government agency or body, if sufficient funds are not appropriated to Customer for any current or future fiscal period, then Customer may terminate the Agreement on the last day of the next full calendar month upon ten (10) days prior written notice to LN. Customer shall be responsible for all amounts due up to the date of termination. In addition, for Customer to exercise this option, they must certify and warrant in writing to LN, under penalty of perjury, that sufficient funds have not been appropriated for these particular prison services for the current or next fiscal year.

2. Term and Termination

- 2.1. The Term of this Agreement is specified above and will end on the last day of the last Order Period, defined above as the Term.
- 2.2. Notwithstanding anything to contrary set forth in Section 5.2 of the General Terms, Customer may not terminate this Agreement during the Term; provided however, either party may terminate this Agreement during the Term for a material breach by the other. Prior to exercising such right of termination, the non-breaching party must first provide the breaching party with 30 days prior written notice setting forth with specificity the nature of the breach. If such breach remains uncured 30 days after the aforementioned breach notice is given, the non-breaching party may terminate immediately upon written notice. If Customer terminates this Agreement pursuant to this Section, then Customer will pay all charges incurred up to the date of termination.
- 2.3. LN may terminate this Agreement immediately upon written notice to Customer in the event: (i) any subcontracting agreement between LN and its third party suppliers expires or is terminated, (ii) any LN supplier becomes insolvent or makes an assignment for the benefit of creditors, or (iii) any LN supplier is unable or fails to perform the services that are required in order for LN to perform their obligations hereunder. Notwithstanding anything to the contrary in this Agreement, LN may suspend or discontinue providing the Product to Customer or its Authorized Users (in whole or part) without notice and pursue any other remedy legally available to it if Customer fails to comply with any of Customer's obligations hereunder.
- 2.4. Notwithstanding the above, if the Customer is not a government entity, then the Customer may terminate this Agreement upon written notice to LN if (i) the governmental body for whom the Customer is operating the prison ("Government Entity") stops using the facilities attributable

to this Agreement, or (ii) Government Entity determines, in an official certified statement, supplied to Customer, that the LN services covered in this Agreement do not meet the requirements of the Agreement or applicable law or regulation.

3. **Order of Precedence.** If there is a conflict between terms of different parts of this Master Agreement, the conflicting terms will be interpreted as narrowly as possible in the area of the conflict and the conflict will be resolved by giving precedence to the documents in the following descending order: (1) the Master Agreement Terms unless an exception is specifically identified in a Product Rider and (2) specific Product Terms in the applicable Product Rider for each included Product (applied separately to the applicable Product) and (3) the General Terms

4. Miscellaneous

- 4.1. Subject to any state and/or local open records or freedom of information statutes or rules, this Agreement contains confidential pricing information of LN. However, if Customer receives a legitimate freedom of information request, then it shall provide LN with immediate written notice of such request and give LN the ability to challenge the request prior to any such disclosure by Customer. This Section will survive the termination or expiration of this Agreement.
- 4.2. If LN accepts an order for a Product on a purchase order issued by Customer ("PO"), the terms and conditions of the PO are for Customer's internal purposes only and shall in no way modify or affect the terms of this Agreement.
- 4.3. Except as otherwise provided herein, all notices and other communications hereunder shall be in writing or displayed physically on or near, or electronically in, the Product. Furthermore, this Agreement may not be supplemented, modified or otherwise revised by email exchange even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner.
- 4.4. Customer, excluding inmate/prisoner users, are neither identified on, nor shall it provide access to the Product(s) to any individuals or entities identified on, (a) OFAC's list of Specially Designated Nationals ("SDN List"), (b) the UK's HM Treasury's Consolidated List of Sanctions Targets, (c) the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions, (d) any other applicable sanctions lists, or (e) any person 50 percent or more owned, directly or indirectly, individually or in the aggregate by a person(s) identified in (a) through (d).
- 4.5. This Agreement contains the entire agreement between the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations on that subject matter. This Agreement may be amended only by a writing signed by both parties. Notwithstanding the foregoing, LN may change the license terms immediately upon written notice to Customer. If any changes are made to this Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically

- directed against Customer or its Authorized Users but will apply to all similarly situated LN customers using the Product or the Materials therein (as applicable). Customer may terminate this Agreement upon written notice to LN if any such change to terms and conditions is unacceptable to Customer. For termination to be effective under this Section, written notice of termination must be provided to LN within 90 days of the effective date of the change. Continued use of the Product following notice of the change shall constitute its acceptance of the change.
- 4.6. The failure of LN or any third party supplier to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 4.7. Each third party supplier of Materials has the right to assert and enforce these provisions directly on its own behalf as a third party beneficiary.
- 4.8. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa regardless of the law that might otherwise apply under applicable principles of conflicts of law.
- 4.9. This Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this Agreement.
- 4.10. Neither Customer nor any Authorized User may assign rights or delegate duties under this Agreement without the prior written consent of LN, which consent shall not be unreasonably withheld. This Agreement and pricing herein is preferred pricing that is based on the overall characteristics that the listed customer has represented and the Products s subscribed to hereunder. This Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 4.11. All legal notices required under this Master Agreement must be delivered via written communication delivered to Customer at the notice address set forth in Customer's signature block and to LN to the following address: LexisNexis, a division of RELX Inc., Attn: Chief Legal Officer, 9443 Springboro Pike, Miamisburg, OH 45342. For purposes of this Section 5.11, legal notices include (i) an allegation of breach or failure to perform any obligation under this Master Agreement, (ii) any threat to initiate litigation, arbitration, or other legal or administrative proceedings, (iii) a request for a waiver or modification of terms of this Master Agreement, or (iv) a request for indemnification. A party may update its notice address by delivering written notice of the change to the other party in accordance with this section. All legal notices must be delivered by a method providing for proof of delivery. Any such notice or request will be deemed to have been given on the date of receipt. Notwithstanding the foregoing, LN may give routine Product notices (e.g., information regarding a Product's features, content, or other enhancements or changes) via regular U.S. mail, email, as noted in the General Terms or other delivery means reasonably aimed at providing effective delivery. LN may also provide updates to the "Additional Terms" as defined in the General Terms, by displaying the changes electronically in the Online Services.

- DM. 1.** LN and Matthew Bender & Company, Inc. (“MB”) provide Distributed Media-type Products.
- DM. 2.** Definitions
- DM. 2.1. “Authorized Users” means each of the Customer’s employees and inmates under Customer’s control and supervision at Customer’s facility who are authorized by Customer to access and use the Materials, unless a more specific restriction is applied to a certain Product.
- DM. 2.2. “Distributed Media” means the set of one or more DVDs and/or External Hard Drives provided by LN/MB to Customer that contains the Materials.
- DM. 2.3. “Materials” means the materials available in or through the Product.
- DM. 2.4. “Product” includes the Distributed Media Product that includes the Materials and the Distributed Media on or through which the Materials are provided to the Customer by LN/MB.
- DM. 3.** Distributed Media -Type Service
- DM. 3.1. During the Term, LN/MB will provide Customer and its Authorized Users with access to and use of the Product. The number of copies of the Product and the delivery locations for such Product are set forth above. LN/MB will use reasonable efforts to update the Distributed Media on monthly or quarterly basis (depending upon the materials). Customer understands and acknowledges that LN/MB may use one or more of its approved subcontractors to install any Kiosk Prison Solution ordered.
- DM. 4.** License; Restrictions on Use; Products
- DM. 4.1. Customer and its Authorized Users are granted a non-exclusive, non-transferable, limited right to access and use the Product made available under this Agreement for legal research purposes. The rights granted to each Authorized User are as follows:
- DM. 4.1.1. The right to electronically display Materials retrieved through the Product for the Authorized User’s individual use to no more than one person at a time;
- DM. 4.1.2. The right to download or make printouts of Materials using the commands of the Product and to create a single printout of Materials accessed via commands of the Product (“Authorized Printouts”);
- DM. 4.1.3. To the extent permitted by applicable copyright law, the right to make copies of Authorized Printouts and distribute Authorized Printouts and copies.
- DM. 4.2. Except as specifically provided in Section 2.1, Customer and its Authorized Users are prohibited from downloading, storing, reproducing, transmitting, displaying, copying, distributing, or using Materials retrieved from the Product, and may not print or download Materials without using the commands of the Product.
- DM. 4.3. Customer and its Authorized Users are not permitted to:
- DM. 4.3.1. Remove or obscure any copyright notice or other notice or terms of use contained in the Product or Materials;
- DM. 4.3.2. Use the Product or Materials in any fashion that may infringe any copyright, intellectual property right, or proprietary or property right or interest of LN or its contractors or content suppliers;

- DM. 4.3.3. Use the Product or Materials to develop a database, infobase, online or similar database service, or other information resource in any media (print, electronic or otherwise, now existing or developed in the future) for sale to or use by others; or
- DM. 4.3.4. Copy, reverse engineer, decompile, disassemble, derive source code, modify or prepare derivative works of the Product or Materials; or
- DM. 4.3.5. Use the Product or Materials in a manner that is non-compliant with any applicable laws, rules or regulations.
- DM. 4.4. The Products, Materials, and feature functionality within the Products may be enhanced, added to, withdrawn, or otherwise changed by LN without notice.
- DM. 5. Proprietary Rights**
- DM. 5.1. The Product and Materials and any copyrights, trademarks, patents, trade secrets, intellectual property rights and other proprietary rights in and to the Product and Materials are owned by LN and its contractors and content suppliers. Customer acquires no proprietary interest in the Product, Materials, or copies thereof.
- DM. 6. Pricing; Payment**
- DM. 6.1. In exchange for access to and use of the Distributed Media, Customer will pay LN/MB the charges set forth above, which includes all charges for shipping and handling.
- DM. 6.2. MB will serve as LN's billing agent during the Term. MB will provide Customer with one consolidated invoice for the Distributed Media which shall be provided to Customer as set forth above. Customer will pay the commitments to MB and MB will remit to LN that portion of the commitments that is due to LN under this Agreement.
- DM. 7. Termination**
- DM. 7.1. Upon termination of this Agreement, at the direction of LN/MB, Customer will either cease all use of and destroy the Distributed Media, or return the Distributed Media to LN/MB.
- DM. 8. Warranties; Liabilities/Remedies**
- DM. 8.1. LN represents and warrants that it has the right and authority to make the Products available to Customer and its Authorized Users as authorized expressly by this Agreement.
- DM. 8.2. EXCEPT AS OTHERWISE PROVIDED ABOVE IN SECTION 8.1, THE PRODUCTS AND MATERIALS ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND LN AND EACH THIRD PARTY SUPPLIER OF MATERIALS EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING FROM A COURSE OF DEALING. LN DOES NOT WARRANT THE ACCURACY, RELIABILITY OR CURRENTNESS OF THE MATERIALS.
- NOTWITHSTANDING ANYTHING TO CONTRARY IN THE MASTER AGREEMENT, CUSTOMER'S EXCLUSIVE REMEDY AND LN/MB'S SOLE OBLIGATION WITH RESPECT TO DEFECTIVE DISTRIBUTED MEDIA WILL BE THE RIGHT TO RETURN THE DEFECTIVE DISTRIBUTED MEDIA FOR A REPLACEMENT COPY AT NO ADDITIONAL CHARGE.

- DM. 8.3. A Covered Party (as defined below) shall not be liable for any loss, injury, claim, liability, expense or damage of any kind resulting in any way from (a) any errors in or omissions from the Products or any Materials available or not included therein, (b) the unavailability or interruption of the Products or any features thereof or any Materials, (c) Customer's or an Authorized User's use of the Product or Materials regardless of whether Customer received any assistance from a Covered Party in using the Product or Materials, (d) the loss or corruption of any data or equipment in connection with the Product, (e) the content, accuracy, or completeness of Materials, all regardless of whether Customer or an Authorized User received assistance in the use of the Product or Materials from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content referred to in the Materials.
- DM. 8.4. "Covered Party" means (a) LN, its affiliates including Matthew Bender, and any officer, director, employee, subcontractor, agent, successor, or assign of LN or its affiliates; and (b) each third party supplier of Materials, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of Materials or any of their affiliates.
- DM. 8.5. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES ARISING OUT OF OR RELATING TO THE PRODUCTS OR MATERIALS OR THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, WHETHER IN ONE CLAIM OR IN MULTIPLE CLAIMS, EXCEED THE LESSER OF CUSTOMER'S ACTUAL DIRECT DAMAGES OR THE AMOUNT CUSTOMER PAID FOR THE PRODUCT IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. CUSTOMER'S RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH CUSTOMER OR ITS AUTHORIZED USERS MAY HAVE AGAINST ANY COVERED PARTY.
- DM. 8.6. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE COVERED PARTIES SHALL NOT BE LIABLE (WHETHER RELATED TO STATUTE, TORT, STRICT LIABILITY, CONTRACT, BREACH OF WARRANTY OR OTHERWISE) FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, LOSS OF PROFITS, DATA, BUSINESS OR GOODWILL, EVEN IF A COVERED PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE PRODUCT, MATERIALS, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS, REGARDLESS OF ANY NEGLIGENCE OF ANY COVERED PARTY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO INDEMNITY OBLIGATIONS OR CUSTOMER'S (AND ITS AUTHORIZED USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO LN OR ITS THIRD PARTY SUPPLIERS.
- DM. 8.7. LN ALSO SHALL NOT BE LIABLE FOR, AND SHALL BE EXCUSED FROM, ANY FAILURE TO PERFORM OR DELAY IN PERFORMANCE DUE TO CAUSES BEYOND THEIR REASONABLE CONTROL, INTERRUPTIONS OF POWER OR TELECOMMUNICATIONS SERVICES, ACT OF WAR, TERRORISM OR NATURE, GOVERNMENTAL ACTIONS, FIRE, FLOOD, NATURAL DISASTERS OR SIMILAR EVENTS.
- DM. 8.8. If there is a breach of the warranty in Section 8.1 above, then LN at its option and expense, shall either defend or settle any action against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Products or Materials, asserted against Customer by such third party (excluding any decisions or advice made or given as a result of the use of or reliance upon the Materials) provided: (i) all use of the Products and Materials was in accordance with this Agreement; (ii) the claim, cause of action or infringement was not caused by Customer or its

Authorized Users; (iii) Customer gives LN prompt notice of any such claim and stops using the services if requested by LN; and (iv) Customer gives LN the right to solely control and direct the investigation, defense and settlement of each such claim. Customer, at LN's expense, shall reasonably cooperate with LN in connection with the foregoing.

- DM. 8.9. Should the Product or the operation thereof or Materials become, or in the opinion of LN be likely to become, the subject of a claim of set forth above, Customer shall permit LN, at its sole option and expense, either (i) to procure for Customer the right to continue using the Product or Materials, (ii) to replace or modify the same so that it becomes non-infringing; or (iii) terminate Customer's use of the Product (thus, terminating the portion of this Agreement related to the related Product) upon notice to Customer and grant Customer a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
- DM. 8.10. The provisions of Sections 8.8 and 8.9 shall constitute Customer and its Authorized Users sole and exclusive remedy for the respective matters specified therein.
- DM. 8.11. LN shall have no responsibility to Customer under this Section 8 with respect to any use of the Products or Materials (as defined in the appropriate Rider or General Terms) in a manner not authorized by this Agreement; or for any abuse or modification of the Products or Materials by Customer or its Authorized Users.
- DM. 8.12. Customer, at its expense, shall defend, or at its option, settle and hold LN harmless for any action or proceeding of any kind or description based upon a third party's claim arising from or related to employees or inmate's use or misuse of the Product or any other online service the employees or inmates are able to access via the Product provided (i) the claim or cause of action was not caused by LN; (ii) Customer is given prompt notice of any such claim; and (iii) Customer is given the right to control and direct the investigation, defense and settlement of each such claim to the fullest extent permitted by law. LN, at the expense of Customer, shall reasonably cooperate with Customer in connection with the foregoing. If notified promptly in writing of any claim, demand or a judicial action brought against LN based on an allegation the employees or inmate's use or misuse of the Product or any other online services accessed via the Product constituted the claim, injury or cause of action, then Customer will pay all costs, including reasonable attorneys' fees, associated with resolving such claim and will pay the judgment or settlement amount (if any).
- DM. 8.13. On an annual basis, and upon 10 days written notice from LN, Customer will reasonably cooperate with LN to audit to ensure that the Customer's and its Authorized User's requirements under this Agreement are being fulfilled. Any audit will be during Customer's normal business hours and at a mutually agreeable date and time and will be conducted in a manner such that it shall not unreasonably impact Customer's business operations.

AMENDMENT NO. 3
To
Grant Agreement
for
CONTRACT FOR COLLINS WATER INFRASTRUCTURE PROJECT – CITY OF COLLINS
ARPA SUBRECIPIENT NO. 5
Dated _____, 2024

This AMENDMENT No. 3 is by and among the County of Story, Iowa and the City of Collins (collectively, “the Parties”). In consideration of the mutual covenants herein made, the Parties agree as follows:

SECTION 1. PURPOSE OF AMENDMENT

1. Parties agree that an amendment should be made the following from Exhibit B of the Grant Agreement:
 - a. Amend the program budget as follows to accomplish the residential water line replacements project:

1. Residential Water Improvements	Original \$60,000 Increase to \$206,414.40
2.0 Water line improvement – adding 6” line to softball field/new hydrant	Original (Revised) \$134,736 Decrease to \$133,585.60
3.0 Water line improvement – down 4 th Avenue	Original (Revised) \$144,000 Decrease to \$0

SECTION 2. AMENDMENT ALLOWED.

1. The Grant Agreement provides for this Amendment in Section 6 (D) as follows: **Complete Agreement; Waivers and Amendments.** All conditions, covenants, duties and obligations contained in the Agreement may be amended only through a written amendment signed by the Subrecipient and the County unless otherwise specified in this Agreement. At the date of execution hereof, the original Application is attached hereto as Exhibit B and made a part hereof. From time to time after the date hereof, the Subrecipient may apply for, and the County may agree to make, additional Grants pursuant to additional Applications. In such event, such additional Applications shall become a part of new Agreement. The parties understand and agree that this Agreement and Application attached hereto, which are expressly incorporated herein by reference, supersedes all other verbal and written agreements and negotiations by the parties regarding the matters contained herein.
2. 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.

STORY COUNTY, IOWA (County)

CITY OF COLLINS, IOWA (Subrecipient)

By: 
Chairperson of the Board of Supervisors

By: 

Dated: 10-1-24

Dated: 9-19-24

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared By: Leanne Harter, Story County Planning and Development, 900 6th Street, Nevada, IA 50201 (515) 382-7245

Please return to:
Planning & Development

STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NO. 25-26

SETTING DATE AND TIME FOR PUBLIC HEARING FOR OCTOBER 22, 2024, FOR FIRST
CONSIDERATION OF ORDINANCE NO. 320 AMENDING CHAPTER 8 - URBAN RENEWAL
OF THE STORY COUNTY CODE OF ORDINANCES

WHEREAS, the Board of Supervisors approved the *Code of Ordinances of Story County, Iowa*, on May 21, 2013, and amended on May 29, 2018; and

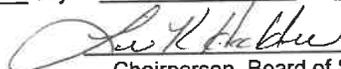
WHEREAS, Section 1.11 (2)(A) of the Ordinance Adoption Procedure of the Story County Code of Ordinances requires that a proposed ordinance must be considered and receive a favorable vote by a majority of the supervisors at two regular meetings of the Board;

AND WHEREAS, Section 1.11 (2)(B) of the Ordinance Adoption Procedure of the Story County Code of Ordinances requires that the title of the proposed ordinance shall be published prior to its first consideration by the Board. Copies of the full text of the ordinance shall be made available to the public at the time of publication at the office of the County Auditor, and the published notice shall specify where such copies may be obtained.

NOW THEREFORE BE IT RESOLVED that a public hearing date on this matter be held on the proposed Ordinance No. 320 on the 22ND day of October 2024, at the Story County Administration Building, Nevada, Iowa, at 10:00 AM and the Board of Supervisors directs Planning and Development staff to place copies of the full text of the ordinance with the Office of the County Auditor.

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

Dated this 10 day of October, 2024.


Chairperson, Board of Supervisors

Attest:


County Auditor

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

Closure No. 25-03

Date September 24, 2024

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction for the Heart of Iowa Trail on:

Section 28/29 Indian Creek Twnp 640th Street is closed between 322nd Street and Hwy 210

Section 25/26 Indian Creek Twp. 670th Street is closed between Hwy 210 and 330th Street

Section 24 Indian Creek Twp./19 Collins Twp. 680th Street is closed between 310th street and Hwy 210

Section 19/20 Collins Twp. 690th Street is closed between 310th Street and Hwy 210

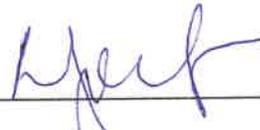
Section 26/27 Indian Creek Twp. 663rd Street is closed between 330th Street and Hwy 210

Section 29/30 Indian Creek Twp. 630th Street is closed between Hwy 210 and 332nd Street

Section 23/24 Union Twp. 610th Street is closed between 320th Street and 315th Street



Chair, Board of Supervisors

Attest: 

County Auditor

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

ALLOWED BY VOTE OF THE BOARD

Yea 3 Nay 0 Absent 0


CHAIRPERSON

Above tabulation made by JB

STORY COUNTY UTILITY PERMIT

To the Board of Supervisors, Story County, Iowa:

The Consumers Energy Company, incorporated under the laws of Iowa, is authorized to do business within the State of Iowa, with its principal place of business at 2074 242nd St, Marshalltown, IA 50158, 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 electric on secondary route 570th Ave.
From 32307 a
distance of 30 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 cuttrench.

Date 9-25-24

Consumers Energy

Name of Company (Applicant - Permittee)

641-485-4064

by

Phone no.

Recommended for Approval:

Date 9-26-24

515-382-7355

County Engineer

Phone no.

Approved:

Date 10-1-24

Chair, Board of Supervisors

Story County, Iowa

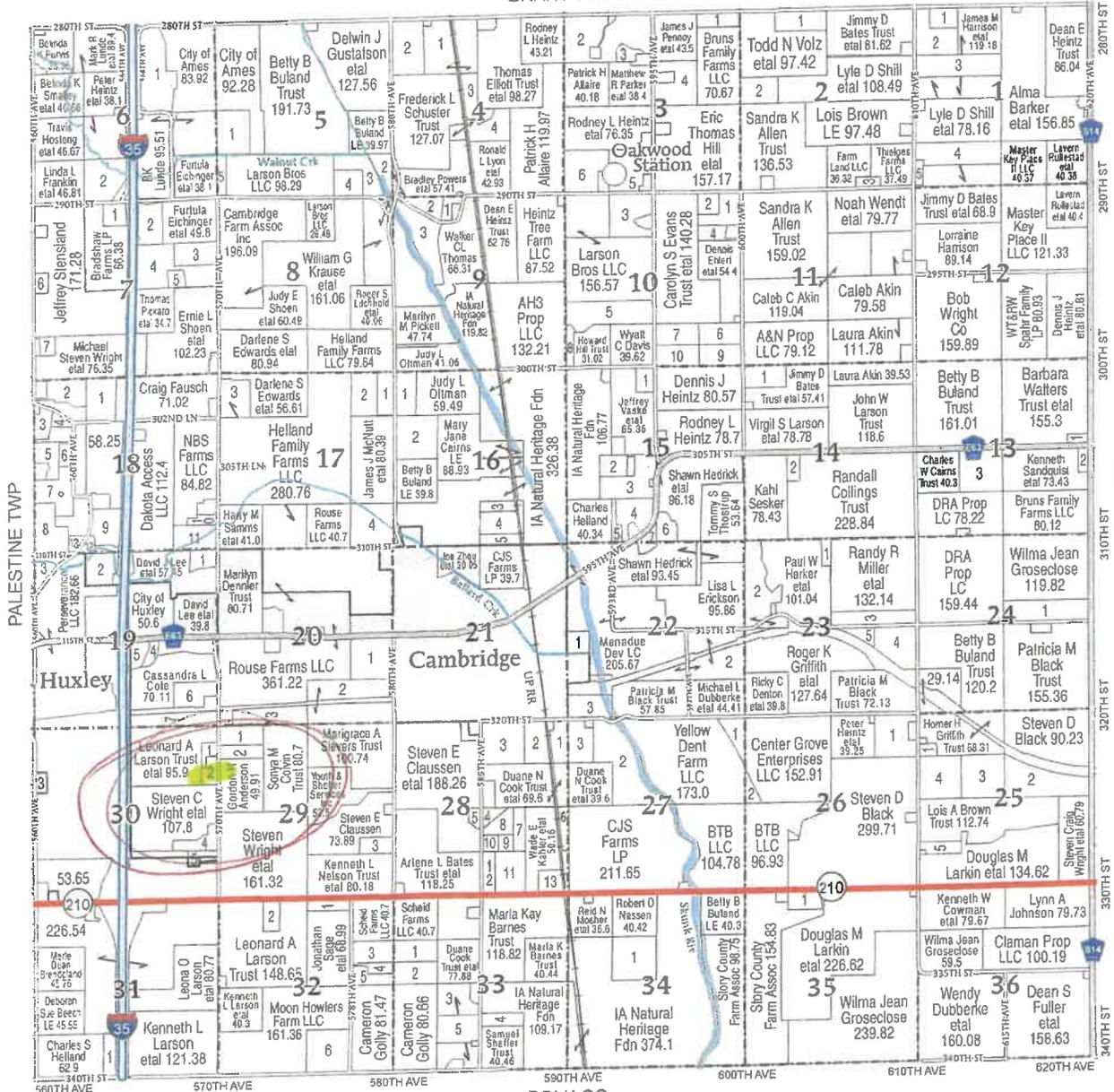
Three (3) copies of this form will be required for each installation. A plat shall be attached to each copy submitted.

T-82-N

UNION PLAT

(Landowners)
GRANT TWP

R-23-W



UNION TOWNSHIP

SECTION 1	
1 DERSCHEID, GREGORY G ETAL	12.48
2 HARRISON, NORMA R	31.36
3 HARRISON, NORMAN ETAL	40.45
4 BARKER, LARRY F ETAL	40.41
5 BARKER, VICTORIA JO	5.08
SECTION 2	
1 SLOINGER HILLTOP FARMS INC	22.69
2 BRUNS FAMILY FARMS LLC	20.88
3 JONES, DANIEL ETAL	6.07
SECTION 3	
1 JENSEN, JOSH ETAL	13.32
2 HEINTZ, RODNEY L	72.8
3 LINK, CARL W ETAL	6.76
4 GREENLEE, MARY HEATHER W ETAL	35.78
5 SHILL, LYLE D ETAL	35.6
6 HEINTZ, DENNIS ETAL	35.15
SECTION 4	
1 AMVC RE LLC	58.11
2 ROTH TRUST, JAMES A ETAL	38.11
3 VME GROUP LLC	18.21
4 VOSHELL, JESSICA JO	28.04
SECTION 5	
1 PETERSON, JEROLD K ETAL	30.49
2 SMALLY, RAYMOND L	13.47
3 COUNTY OF STORY	23.93
4 BADGER INVESTMENTS LC	16.66

5 EICHINGER, FURTULA ETAL	8.44
SECTION 6	
1 FINCH FAMILY FARMS LLC	50.68
2 CLARK TRUST, CURTIS ETAL	35.65
SECTION 7	
1 STATE OF IA	11.43
2 EASTER, NATHAN A ETAL	20.58
3 BULAND TRUST, BETTY B	20.78
4 EARLY JOY ACRES LLC	46.71
5 HUBER TRUST, JERRY ETAL	6.04
6 SMALLY, RAYMOND L	6.13
7 LEWIS, MARK A ETAL	6.17
SECTION 8	
1 LYON, RONALD L ETAL	7.23
2 POWERS, BRADLEY J ETAL	14.1
3 LUNDE, BARBARA K	40.34
SECTION 10	
1 CLARK, TERRY J ETAL	20.11
2 ANDERSON, TIMOTHY J ETAL	10.01
3 HARRISON, NORMA R	35.83
4 SKINNER, DENNIS R ETAL	9.71
5 HOFBAUER, ANTHONY L ETAL	45.36
6 HEINTZ, RODNEY L ETAL	19.98
7 GULD, ANN M ETAL	20.01
8 AH3 PROP LLC	6.69
9 HEINTZ, RODNEY L ETAL	19.97
10 HEINTZ, DENNIS J ETAL	19.78
SECTION 12	
1 PELZ, STEVEN C	5.8
2 CROFTON TRUST ETAL	6.00

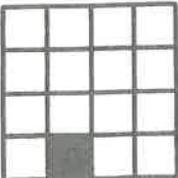
SECTION 14	
1 ABN PROP LLC	19.94
2 RAMSAY, G STEVEN ETAL	7.95
SECTION 15	
1 PRICE LE, DOUGLAS L	10
2 PETERSEN, KENT ETAL	12
3 MORTVEDT, STEVEN MATTHEW ETAL	35.05
4 SWINE GENETICS INTERNATIONAL	25.01
5 HELLAND, CHARLES ETAL	5.9
6 ROOD, SHARON K ETAL	11.17
7 BARTLESON, KRIS D ETAL	9.48
SECTION 16	
1 MCNUTT, JAMES J ETAL	20.55
2 CHRISTOPHERSON, DALE	40.05
3 HARMON, SHAWN ETAL	6.19
4 MADISON GIOVANAZZI FAMILY TRUST	17.45
5 CIS FARMS LP	9.31
SECTION 17	
1 CITY OF HUXLEY	15.28
2 CHRISTOPHERSON, BRICE ALLAN	24.88
3 FAUSCH, CRAIG	65.39
4 CHRISTOPHERSON, BRICE	40.79
SECTION 18	
1 HOPPER, DAVID L ETAL	27.18
2 WESTWOOD CENTER PTWAS LC	20.42
3 WUEBKER, ADAM P ETAL	10.81
4 DANHOFST, MARY LYNN	5.2

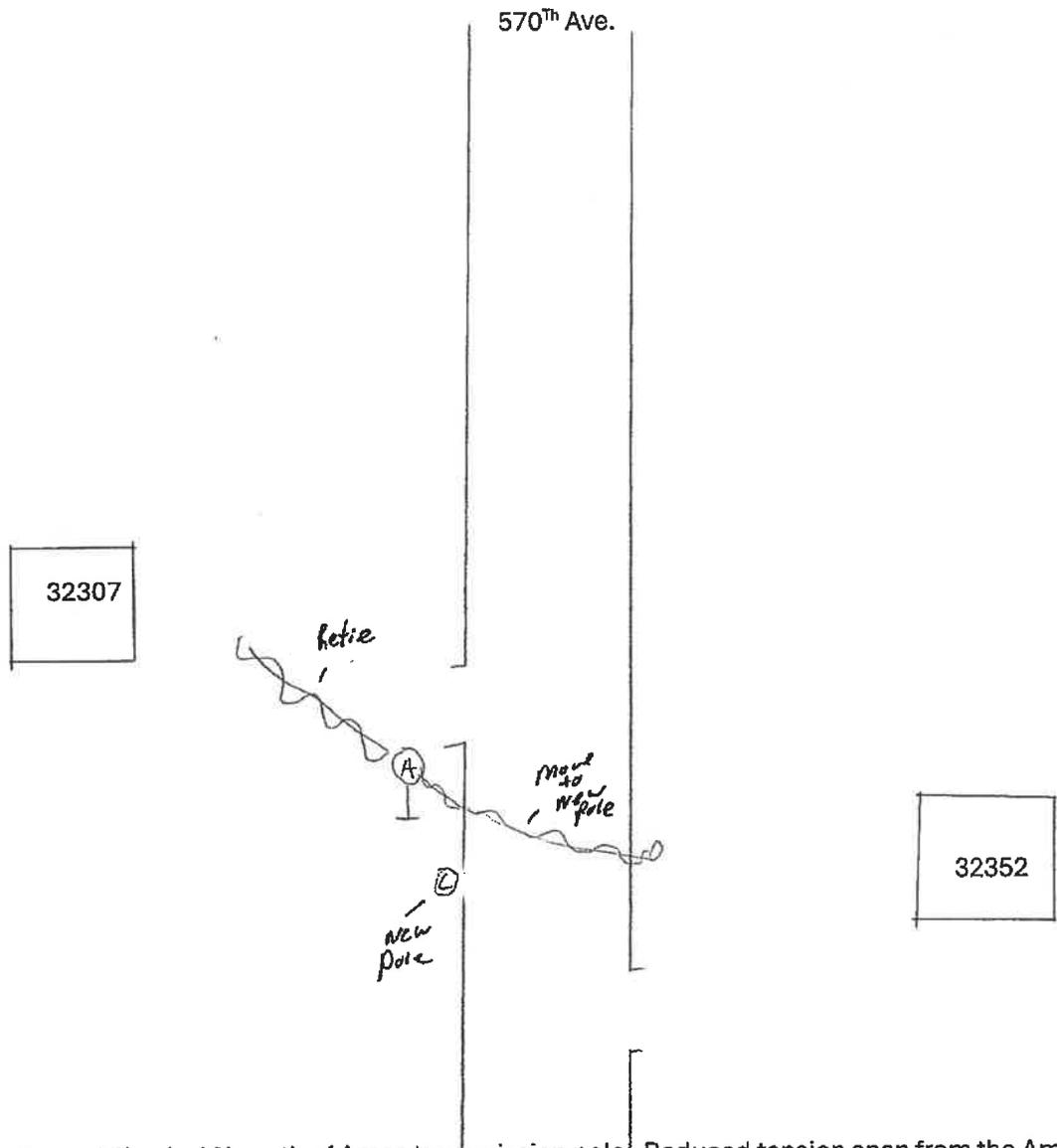
5 KAMP, MICHAEL E ETAL	15.31
6 KAMP, MICHAEL ETAL	7
7 SMITH, DUSTIN ETAL	27.83
8 COUNTY OF STORY	29.65
9 PARMENTER TRUST, KATHERINE A	21.83
10 BRUNSEN, MEAGAN KN	5.96
11 ZIMMERMAN TRUST, MARY KATHLEEN	29.12
12 FRIEDRICHSEN TRUST, THOMAS J ETAL	8.2
13 MILLER, DEREK ETAL	5.04
SECTION 19	
1 CARBONRY, DONOVAN CARLOS ETAL	10.79
2 FRIEDRICHSEN TRUST, THOMAS J ETAL	20.71
3 WHYMS, BRIAN	15.19
4 HEDRICK TRUST, SHAWN	5.43
5 MURPHY, JASON ETAL	10.3
6 COLE, DIANNE G	19.95
7 LARSON TRUST, LEONARD A ETAL	25.48
SECTION 20	
1 SESKER TRUST, MONTE ETAL	40.18
2 KALSEM, DAVID A ETAL	72.48
3 HANKS, HAROLD DEAN ETAL	26.62
SECTION 22	
1 IA NATURAL HERITAGE FDN	12.87
2 GRIFFITH, ROBERT K ETAL	65.89
3 ESCHER, LARVERNE	22.32

SECTION 23	
1 MAODUX, ROGER	5.64
2 MAODUX, ROGER D ETAL	48.71
3 HARKER, JUSTIN R	26.59
4 BULAND TRUST, BETTY B	33.52
5 TRIPLE J AG LLC	8.79
SECTION 24	
1 VELDHUIZEN, DWIGHT A ETAL	39.74
SECTION 25	
1 MOORE, ALLEN W ETAL	5.12
2 CHURCHILL TRUST, JOYCE E	50.92
3 LONGNECKER LE, WILMA JEAN	39.71
4 LONGNECKER, JEFFREY L	39.33
5 BLACK TRUST, PATRICIA M	10.85
SECTION 26	
1 LONGNECKER LE, WILMA JEAN	36.45
2 YELLOW DENT FARM LLC	6.68
SECTION 27	
1 CENTER GROVE ENTERPRISES LLC	14.4
2 IA NATURAL HERITAGE FDN	70.83
3 TALKING BEAVERS LLC	21.01
SECTION 28	
1 SHEPLEY, GARY L	15.34
2 SHEPLEY TRUST, RENAE S	20.9
3 DYKSTRA TRUST, ARLEN R	39.75
4 EDELMAN, MARTIN G	6.6
5 EDELMAN, MARTIN GEORGE	5
6 CIS FARMS LP	8.29
7 ROSS, JEFFREY ALAN	10.89

8 HALL, CHARLES KELLS ETAL	11.84
9 WINDOW TRUST, KENNETH E ETAL	5.22
10 VOLKMAN, ANDREW C ETAL	5.95
11 FAITH BAPTIST CHURCH	27.66
12 HUBER, JACOB J ETAL	12.77
13 MOODY, TODD C ETAL	12.27
SECTION 29	
1 HEGGEN, DANIEL CHRISTOPHER ETAL	17.68
2 HEGGEN, DAVID K	12.31
3 CLINTON TRUST, MATTHEW J	12.01
SECTION 30	
1 HEGGEN, MARY IANE	6.07
2 NOBILING, GARY LEE	9.02
3 SECOND VANHOUEWELING PROPERTY LLC	5.4
4 ACCOLA, DAVID ETAL	14.56
5 TAPP, DUSTIN J ETAL	8.4

CONTINUED ON NEXT PAGE





Install new 35' pole 30' south of Ames transmission pole. Reduced tension span from the Ames pole to the Consumers pole. Remove transformer and triplex from the Ames pole.



Board of Supervisors

Story County, Iowa

Capital Improvements Plan Policy

Approval Date: __/__/____	Effective Date: __/__/____	Revision No: --
Reference: BOS Minutes: __/__/__ Initially Adopted: __/__/__	Distribution: Elected Officials, Department Heads, S:drive, Website	

PURPOSE

The Story County Capital Improvements Plan (CIP) is a multi-year guide to the construction and/or improvement of County facilities and the acquisition of equipment. Through the process of preparing and updating the CIP, the County meets the need for orderly maintenance of the County's physical assets.

The purpose of the CIP is to systematically plan, schedule, and finance capital projects to ensure cost-effectiveness as well as conformance with established policies and the overarching Plan.

The County will follow specific procedures in the funding of capital improvements and equipment.

APPROVED **DENIED**
Board Member Initials: AKH
Meeting Date: 10-1-24
Follow-up action: _____

SCOPE

This policy applies to all County Offices and Departments.

GUIDING POLICY STATEMENTS

1. The County will make capital improvements in accordance with the adopted CIP Program except for unanticipated capital improvements approved by the Board of Supervisors (BOS).
2. It is anticipated that the CIP is reviewed annually and is updated as necessary. Preparation of the CIP is an interactive process that takes approximately four to six months each cycle. The CIP is developed in a manner consistent with approved County financial policies and this policy that set guidelines for the CIP and for the funding of maintenance and replacement projects.
3. Capital improvements refer to major, nonrecurring physical expenditures such as land, buildings, public infrastructure, software, and equipment.
4. Development of the CIP allows for a systematic evaluation of all potential projects at the same time.
5. Projects and financing sources outlined for subsequent years are not authorized until the annual budget for those years is legally adopted. The five ensuing years serve as a guide for future planning and are subject to further review and modification.
6. Physical assets will be maintained at a level determined sufficient to protect the County's capital investment and minimize future maintenance and replacement costs.
7. Estimated costs of each capital improvement will be identified in the CIP.

8. Revenue sources for capital improvements will be identified in the plan whenever possible.
9. Future operating cost projections associated with the capital improvement will be included in the CIP request.
10. The County will make road improvements in accordance with the adopted 5-Year Story County Secondary Road Construction Program, therefore the road improvements are not included in the CIP or subject to the CIP process.
11. The County will fund mandated projects before non-mandated projects.
12. The County will not exceed its legal debt margin.
13. Inclusion of a project in the adopted CIP does not automatically authorize funding for the entire five-year plan. The first year of the plan is included as a result of the annual budget process and will be authorized by BOS with adoption of the budget.

TYPES OF PROJECTS AND REQUESTS

The CIP organizes projects according to the following categories:

- Equipment, including the proposed purchases/lease/rental of equipment, including vehicles, software, hardware, and other applications when the costs exceed \$75,000.
- Projects such as new building(s), land acquisition, remodels, and related items costing over \$25,000 are included and identified in one the following three categories:
 - New Project/Construction
 - Modification of Existing Project (includes project extension)
 - Building Maintenance

RESPONSIBILITIES

The following personnel have roles in the CIP process.

CIP Project Lead

The County Outreach and Special Projects Manager is responsible for coordinating the CIP program development and drafting the CIP to present to the BOS. The CIP Project Lead does not score nor prioritize projects.

CIP Scoring Committee

Membership includes the IT Director, Planning and Development Director, representatives from General Assistance and the Recorder's Office. The CIP Project Lead will provide technical assistance.

CIP Planning Group

Membership includes the IT Director, Planning and Development Director, Facilities Management Director, Assistant Auditor, County Engineer, Story County Conservation Director, Director of External Operations and County Services, and Director of Internal Operations and Human Resources. The CIP Project Lead will provide technical assistance.

PROCEDURES

Annually, the BOS accepts applications for the CIP. Each identified project must have a separate project application form filled out.

Steps and Timeframes (if Applicable)

1. Process timeframes approved by the BOS. *Prior to the First Tuesday in September*



Board of Supervisors

Story County, Iowa

Capital Improvements Plan Policy

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2. CIP Project Lead staff members follow-up with Offices/Departments to verify what current projects are still planned for the upcoming years. If they are requested to remain, budget figure updates will be required, if applicable. *Prior to the First Monday in October.*
3. Application forms/documents distributed. *Prior to the First Monday in September.*
4. Application forms due. *Prior to the last Thursday in October.*
5. Application review and scoring by the CIP Scoring Committee. *Prior to the Fourth Thursday in November.*
6. CIP Planning Group meeting #1 to review scoring. *Prior to the First Friday in December.*
7. CIP Planning Group meeting #2 (if required) to review scoring. *Prior to the Second Friday in December.*
8. Development of Draft CIP and distribution for BOS budget work sessions. *Prior to the last working day of December.*
9. CIP Budget Worksession with BOS – all projects in the proposed CIP will be discussed at this Worksession. Elected Officials and Department Heads with items on the proposed CIP are encouraged to attend. The BOS reviews the proposed project requests as they relate to overall County priorities, funding limitations, and coordination with other County programs and activities.
10. Following completion of budget worksessions, CIP Project Lead compiles changes to the Draft CIP.
11. BOS review Draft CIP with discussion and direction to seek public input.
12. Public comment period for the Draft CIP.
13. BOS review of public input.
14. Formal adoption of the CIP.

PROJECT PRIORITIZATION AND SCORING

Priority scores are given to projects as a way to compare projects within the CIP.

Prioritization is based on:

- Project need is deemed urgent and efforts should be made to find funding;
- Project could be completed as soon as funds become available

Evaluation

The CIP Scoring Committee reviews, prioritizes and selects projects based on specific criteria outlined below and provides recommendations to the CIP Planning Group.

CRITERIA	SCORE RANGE	WEIGHT
Contributes to Health, Safety and Welfare		
• Eliminates a known hazard for residents or employees (accident history)	5	5
• Eliminates and potential hazard	4	
• Materially contributes	3	
• Minimally contributes	1	
• No Impact	0	
Project Needed to Comply with Local, State or Federal Law or Mandate		
• Yes	5	5
• No	0	
Project Supports Operational Necessities		
• High	5	5
• Medium	3	
• Low	1	
Project Conforms the Cornerstone to Capstone (C2C) Comprehensive Plan and the Strategic Plan		
• Project is consistent with adopted plans	5	4
• Project is consistent with administrative policy	3	
• Project does not relate to adopted plans	0	
Will Project Upgrade and/or Address Maintenance Needs of Facilities?		
• Rehabilitates/upgrades existing facility	5	3
• Replaces existing facility	3	
• New facility	1	
Project Addresses Continuity of Government/Continuity of Operations		
• Yes	5	3
• No	0	
Contributes to Long-Term Needs of Story County		
• More than 30 years	5	2
• 21-30 years	4	
• 11-20 years	3	
• 4-10 years	2	
• 3 years or less	1	
Current and Proposed Revenues and Adequate Fund Balances Available or Project Phasing is Defined		
• Yes	5	2
• No	0	



Board of Supervisors

Story County, Iowa

Capital Improvements Plan Policy

Approval Date: <div style="text-align: center;">__/__/____</div>	Effective Date: <div style="text-align: center;">__/__/____</div>	Revision No: <div style="text-align: center;">__</div>
Reference: BOS Minutes: __/__/__ <div style="text-align: center;">Initially Adopted: __/__/__</div>		Distribution: Elected Officials, Department Heads, S:drive, Website

Project is Immediately Required to Meet or Relieve Capacity Needs and Current Resources that are Insufficient or Unavailable		
• Yes	5	2
• No	0	
Project Responds to and Delivers a Desired Service Level as Expressed by Members of the Public		
• High	5	2
• Medium	3	
• Low	1	
Project Incorporates Sustainability and/or Energy Efficiency Improvements which Results in Achieving GHG Emission Target		
• Yes	5	2
• No	0	
Maximum Number of Points Available	175 points	

CAPITAL IMPROVEMENT FINANCING AND DEBT MANAGEMENT

Story County will consider the use of debt financing for capital improvement projects only under the following circumstances:

- When the project’s useful life will exceed the term of the financing.
- When project revenues or specific resources, including property taxes, will be sufficient to service the long-term debt.

Debt financing will not be considered appropriate for recurring purposes such as current operating and maintenance expenditures.

The additional cost of public capital improvements required to support specific developments will be financed by the owners of the development and will be specified in development agreements.

APPLICATION FORMS

Annually, the application forms to be used in the CIP planning process will be approved by the BOS concurrent with review and action on the timeframe for that specific year. These materials will be distributed to Elected Officials and Department Heads after action by the BOS.

