

ESS

Electronic Services System – Coordinating Committee Meeting

Agenda

Hybrid Meeting and Web Conference

8711 Windsor Parkway, Suite 2 Johnston, Iowa

February 19, 2026

10:00 A.M. to 2:00 P.M.

- **Welcome and Introductions**
- **ESS Coordinating Committee Meeting Summaries – Approval**
 - **January 13, 2026**
- **Financial Reports**
 - **BT 2025 4th Quarter and YTD Reports – Approval**
 - **2025 Software Asset Report – Approval**
- **CY 2026 Budget Amendment – Approval**
- **Contracts and Agreements**
 - **Audit Engagement – Denman – Approval**
 - **ESS Employee Manual Update – Approval**
 - **Notification System RFQ – Approval**
 - **ESS Director Search – Approval**
 - **Office Space Relocation – Approval**
- **Legislative Update**
 - **Recorder Governance**
 - **Fee Policy Options**
 - **FinCEN Residential Reporting Rule**
- **Policies and Procedures**
 - **Finance Procedures – Chapter 1 – Approval**
- **Project Updates**
 - **Software Developer Onboarding**
 - **WordPress Updates**
 - **Cost Sharing Credits and Maintenance Invoices**
 - **CESAPI and CUAPI Update**
 - **POS Update**
 - **Linux OS Migration**
- **Adjourn**
- **Special Meeting – March 11, 2026**
- **Next Regular Meeting May 14, 2026**

ESS Coordinating Meeting January 13, 2026

ESS Coordinating Committee Members

Travis Case, Grundy County Recorder	Jamie Stargell, Adams County Recorder
Jolynn Goodchild, Plymouth County Recorder	David Erickson, Dentons Davis Brown
Kisha Martin, Ringgold County Recorder	Dillon Malone, Iowa Title Guaranty
Natalie Steffener, Des Moines County Recorder	Jesse Huisman, Grundy County IT/ GIS Director
Melissa Bahnsen, Cedar County Recorder	
Julie Haggerty, Polk County Recorder	

Other Participants

ReNae Arnold, Dallas County Recorder	Patty Hinners, Scott County Recorder Staff
Stacie Herridge, Story County Recorder	Brent Calvert, American Abstract & Title Co.
Lisa Kent, Wapello County Recorder	Michelle Hal Jasper County Deputy Recorder
Phil Dunshee, Iowa Land Records	Samantha McMahon, Iowa Land Records
Lisa Long, Iowa Land Records	Kristin Delaney-Co Iowa Land Records

Welcome

A virtual meeting of the ESS Coordinating Committee was held via web conference. Vice Chair Julie Haggerty called the meeting to order.

ESS Coordinating Committee Summary

The summary of the ESS Coordinating Committee on November 13, 2025, was reviewed.

Travis Case made a motion to approve the meeting summary. Natalie Steffener seconded. The motion was approved.

2026 ESS Election of Officers and Terms of Office

The positions of ESS Coordinating Committee Chair, Vice Chair, and Secretary were discussed and nominations were accepted.

- Chair –Melissa Bahnsen nominated Jamie Stargell to be the ESS Coordinating Committee Chair. The motion was seconded by Travis Case and approved.
- Travis Case was nominated by Julie Haggerty to be the Vice Chair of the ESS Coordinating Committee. The motion was seconded by Jamie Stargell and approved.
- Natalie Steffener was nominated by Julie Haggerty to continue as Secretary/Treasurer. The motion was seconded by Travis Case and approved.

ESS Committee Meetings

The Committee Chair, Jamie Stargell, discussed the possibility of an additional ESS meeting in March to be held in conjunction with the 2026 ISAC Spring Conference. No action was taken.

Contacts and Agreements

Employment of Software Developer

The Project Manager provided an update on candidates interviewed for the vacant Application Developer and Support Coordinator position. A conditional offer was made to Connor Linn, pending the Committee's approval. A formal approval to proceed with the hire was requested.

Melissa Bahnsen moved to authorize the hiring of Connor Linn to fill the Application Developer and Support Coordinator position. Julie Haggerty seconded and the motion was approved.

ILR Website Update and Contract with Visionary

In November, the Committee authorized the use of funds from the Software Development and Equipment Reserve to work with a website development provider to update the Iowa Land Records public-facing web pages. The Communications Coordinator and Project Manager provided an update on the Request For Proposal process, and the Evaluation Committee's recommendation.

Since the November ESS Coordinating Committee meeting, ESS staff and the Evaluation Committee hosted a virtual question-and-answer session with three web development providers to address submitted questions and to review the established evaluation criteria. The Evaluation Committee reviewed and scored each proposal, advancing the top two providers to the interview stage. After conducting interviews and completing a final round of scoring, the Evaluation Committee unanimously recommended selecting Visionary as the preferred website development partner. A contract and scope of work with Visionary was presented to the Committee for review and approval.

Julie Haggerty moved to approve the website development provider contract with Visionary. Travis Case seconded and the motion and it was approved.

The Committee discussed how additional insights and analytics on the ILR website could be helpful in better understanding how people use the website. The Communications Coordinator reported that part of the website refresh project aims to improve usage insights and reporting. The Committee will be updated on the project as it proceeds. The targeted period of completion is June, 2026.

Recommendation for Notification System Planning

The Project Manager outlined two potential paths for offering a property notification system to 28E member counties. One option would be to support counties that choose to implement notification services through their local service providers that may offer notification products. While ESS could potentially assist with initial setup efforts, this approach would likely require ongoing financial commitments at the county level. The second option discussed was the development of a statewide notification system administered through Iowa Land Records. This approach would leverage the existing ILR search infrastructure to serve multiple counties through a single platform, reducing the need for individual counties to fund or manage a notification system.

The Committee discussed that a centralized system could offer cost efficiencies for participating counties and provide a foundation for future enhancements tied to other data and information. Committee members expressed concerns about county budget cuts and emphasized the value of exploring a statewide solution that does not rely on separate county funding or resources.

Julie Haggerty moved to authorize Iowa Land Records to develop a project plan and budget for a notification system through ILR. Jolynn Goodchild seconded the motion and it was approved.

The Project Manager expressed the intent to have a project plan and budget ready for consideration at the February 19 quarterly ESS Coordinating Committee meeting.

Other Project Updates

Cost Sharing Credits and Maintenance

The Project Manager reported on E-Submission trends for 2025 and changes to the cost sharing credits and maintenance agreement for the 88 participating counties. Overall, E-Submission has grown from 67.23% in 2024 to 71.39% in 2025. Last year saw an unexpected increase in E-Submissions that brought in a total of 383,004 documents recorded electronically, slightly below the 2021 total of 410,596. The County E-Submission ratios and proposed cost sharing credit amounts had been calculated, and it was noted that ESS staff were ready to prepare and issue invoices to the counties.

ESS Finance and Operational Practices Policy Update

The Committee reviewed proposed policy updates developed for the ESS Finance Subcommittee. The updates were reviewed by the Subcommittee at their January 8 meeting. Policy suggestions included electing ESS Coordinating Committee officers in January of each year, designating the ESS Secretary/Treasurer and ICR Treasurer as standing members of the Finance Subcommittee, setting term limits, and other procedural changes. It was reported that the Finance Subcommittee had decided to continue with their review and to seek additional input from ESS members.

ESS Director Search

The Committee was informed that the committee established to search for a new ESS director/project manager had received more than 150 applications and that preparations were being made to conduct virtual interviews with the most promising candidates.

ESS Office Relocation Update

The Committee received an update regarding the search to locate a different office space for ESS operations. The search is being focused on Clive, Waukee, West Des Moines, Urbandale, and Johnston, as staff are predominantly located in the western suburbs of Des Moines. Other office considerations include access to a conference room, enclosed offices for management and customer service, appropriate technology configurations, restroom access, and other integrated building services.

Additional information is expected for the February 19 ESS Coordinating Committee meeting.

Adjournment

The meeting was adjourned. The next regular meeting of the ESS Coordinating Committee is scheduled for February 19, 2026.

Electronic Services System Profit & Loss January through December 2025

	Jan - Dec 25
Ordinary Income/Expense	
Income	
Budgeted Income	
40000 · Money Market Interest Income	26,978.27
40100 · Bad Payment Fee	665.00
42000 · POSSERVICEFEE	154,449.00
42500 · ODSERVICEFEE	4,281.04
43000 · SERVICEFEE	
43100 · ACH	858,768.00
43200 · CC	114,441.59
43300 · DRAWDOWN	207,480.00
43000 · SERVICEFEE - Other	3.13
Total 43000 · SERVICEFEE	1,180,692.72
44000 · MOU Services	
44100 · Policy	22,025.67
44200 · Communications	974.33
Total 44000 · MOU Services	23,000.00
47000 · Fund 255 Reimbursement	530,691.85
48200 · Local Serv. Prov. Maint. Acct.	
48100 · Cost Sharing Credit	-52,534.77
48200 · Local Serv. Prov. Maint. Acct. - Other	142,647.95
Total 48200 · Local Serv. Prov. Maint. Acct.	90,113.18
48900 · Misc. Income	30.00
Total Budgeted Income	2,010,901.06
Total Income	2,010,901.06
Gross Profit	2,010,901.06
Expense	
Budgeted Expenses	
Administration	
Accounting Software-Services	6,848.00
60100 · Annual Audit	12,950.00
60500 · Professional Fees	
Project Manager	148,800.00
60510 · Legal	27,000.00
60520 · Government Relations	29,500.00
60530 · Human Resources-Oasis	8,831.13
60540 · Human Resources-Connectify	2,456.98
Total 60500 · Professional Fees	216,588.11
60600 · Insurance Expense	44,518.00
60700 · Ess Meetings	2,421.60
60800 · Office Operations	
60810 · Office Space Lease	36,600.00
60820 · Office Supplies	115.99
60830 · Official Publication Expense	488.03
60840 · Postage	8.55
60860 · Telephone	2,456.76
60865 · Internet	3,000.00
60870 · Office Tech Support	6,739.00
60880 · Printing and Copying (Color-BW)	4,020.24
Total 60800 · Office Operations	53,428.57
Total Administration	336,754.28
Payment Expenses	
66100 · Bank Account Analysis Fee	15,579.78
66300 · Gateway Transaction Fees	
66315 · ProfSolOnlineTransFees	59,632.73

Electronic Services System

Profit & Loss

January through December 2025

01/20/26

Accrual Basis

	Jan - Dec 25
66310 · Vericheck OnlineTransactionFees	34,516.28
66320 · POSTransactionsFees	120,092.44
Total 66300 · Gateway Transaction Fees	214,241.45
Total Payment Expenses	229,821.23
61000 · Marketing-Communications	
61200 · Administrative/Marketing Coord	54,725.02
61210 · Computing Equipment	2,314.17
61300 · Education and Outreach	
61310 · ILR Annual Conference	0.00
61340 · Memberships	775.00
61350 · Conferences & Meetings	2,773.16
61370 · Software & Hosted Services	8,911.63
Total 61300 · Education and Outreach	12,459.79
Total 61000 · Marketing-Communications	69,498.98
62000 · Customer Support	
62100 · Account Manager	92,177.01
62120 · Computing Equipment	3,313.78
62130 · Customer Support Coordinator	38,748.10
Total 62000 · Customer Support	134,238.89
62500 · Accounting	
62510 · Accountant	88,288.22
62520 · Computer Equipment	1,220.00
Total 62500 · Accounting	89,508.22
63000 · Policy Coordination	
63100 · Policy Coordinator	47,239.69
Total 63000 · Policy Coordination	47,239.69
64000 · ILR System Operations	
Software License-Maintenance	
64305 · JetBrains	2,001.00
64306 · Accusoft-PRIZM	25,050.00
64307 · DB2	11,476.08
64310 · Certificates- DigiCert	479.97
64316 · SUSE	5,850.00
64319 · AWS	7,378.76
64322 · Slack	690.04
64326 · Atlassian	467.06
64327 · ZOOM	969.90
64328 · Microsoft	1,586.83
Total Software License-Maintenance	55,949.64
64100 · Development Team	
64110 · Technical Lead	130,732.34
64120 · Senior Developer	117,793.24
64130 · Technical Support & Development	50,231.03
Total 64100 · Development Team	298,756.61
64200 · External Development & Services	
64210 · FF Redaction Services	58,688.55
64225 · Technical Consulting	8,085.00
64240 · Data Center & Hosting Services	96,498.21
64250 · Domain Registration	79.80
Total 64200 · External Development & Services	163,351.56
64500 · Computing & Equip (CAP)	
64510 · Developer Equipment	13,650.91

Electronic Services System
Profit & Loss
January through December 2025

	<u>Jan - Dec 25</u>
64520 · System Equipment	<u>775.00</u>
Total 64500 · Computing & Equip (CAP)	<u>14,425.91</u>
Total 64000 · ILR System Operations	532,483.72
65000 · Local Maint. Expense	<u>141,033.60</u>
Total Budgeted Expenses	<u>1,580,578.61</u>
Total Expense	<u>1,580,578.61</u>
Net Ordinary Income	<u>430,322.45</u>
Net Income	<u><u>430,322.45</u></u>

Electronic Services System Profit & Loss January through December 2025

	Jan - Dec 25
Ordinary Income/Expense	
Income	
Budgeted Income	
40000 - Money Market Interest Income	26,978.27
40100 - Bad Payment Fee	665.00
42000 - POSSERVICEFEE	154,449.00
42500 - ODSERVICEFEE	4,281.04
43000 - SERVICEFEE	
43100 - ACH	858,768.00
43200 - CC	114,441.59
43300 - DRAWDOWN	207,480.00
43000 - SERVICEFEE - Other	3.13
Total 43000 - SERVICEFEE	1,180,692.72
44000 - MOU Services	
44100 - Policy	22,025.67
44200 - Communications	974.33
Total 44000 - MOU Services	23,000.00
47000 - Fund 255 Reimbursement	530,691.85
48200 - Local Serv. Prov. Maint. Acct.	
48100 - Cost Sharing Credit	-52,534.77
48200 - Local Serv. Prov. Maint. Acct. - Other	142,647.95
Total 48200 - Local Serv. Prov. Maint. Acct.	90,113.18
48900 - Misc. Income	30.00
Total Budgeted Income	2,010,901.06
49000 - Revolving Income	
49300 - ERECORDING	
49100 - AUDITORFEE	508,610.00
49200 - TRANSFERTAX	26,432,767.20
49300 - ERECORDING - Other	9,199,681.00
Total 49300 - ERECORDING	36,141,058.20
49600 - POSPAYMENT	5,147,106.17
49700 - ODPAYMENT	142,718.95
Total 49000 - Revolving Income	41,430,883.32
Total Income	43,441,784.38
Gross Profit	43,441,784.38
Expense	
Budgeted Expenses	
Administration	
Accounting Software-Services	6,848.00
60100 - Annual Audit	12,950.00
60500 - Professional Fees	
Project Manager	148,800.00
60510 - Legal	27,000.00
60520 - Government Relations	29,500.00
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Electronic Services System

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61210 · Computing Equipment	2,314.17
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Software License-Maintenance	
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64306 · Accusoft-PRIZM	25,050.00
64307 · DB2	11,476.08
64310 · Certificates- DigiCert	479.97
64316 · SUSE	5,850.00
64319 · AWS	7,378.76
64322 · Slack	690.04
64326 · Atlassian	467.06
64327 · ZOOM	969.90
64328 · Microsoft	1,586.83
Total Software License-Maintenance	55,949.64
64100 · Development Team	
64110 · Technical Lead	130,732.34
64120 · Senior Developer	117,793.24
64130 · Technical Support & Development	50,231.03

Electronic Services System
Profit & Loss
 January through December 2025

	Jan - Dec 25
Total 64100 · Development Team	298,756.61
64200 · External Development & Services	
64210 · FF Redaction Services	58,688.55
64225 · Technical Consulting	8,085.00
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64520 · System Equipment	775.00
Total 64500 · Computing & Equip (CAP)	14,425.91
Total 64000 · ILR System Operations	532,483.72
65000 · Local Maint. Expense	141,033.60
Total Budgeted Expenses	1,580,578.61
Planned Reserve Expenses	
BF Redaction	19,095.16
Software License Expense	0.00
Total Planned Reserve Expenses	19,095.16
61500 · Depreciation Expense	271,257.01
70000 · RevolvingExpenses	
ESSPayments	
70100 · COUNTYDISTRIBUTION	36,140,770.00
70200 · POSDISTRIBUTION	5,141,226.18
70300 · ODDISTRIBUTION	142,013.95
Total ESSPayments	41,424,010.13
Total 70000 · RevolvingExpenses	41,424,010.13
Total Expense	43,294,940.91
Net Ordinary Income	146,843.47
Net Income	146,843.47

Electronic Services System

Balance Sheet

01/12/26

As of December 31, 2025

Accrual Basis

	<u>Dec 31, 25</u>
ASSETS	
Current Assets	
Checking/Savings	
107000 - BT-Settlement	
107100 - Unrestricted Reserve Account	38,399.40
107200 - Software Dev & Equip Maint Rsrv	327,307.02
107300 - Redaction Reserve	39,157.76
107400 - Restricted Operating Reserve	100,000.00
107000 - BT-Settlement - Other	273,558.40
	<hr/>
Total 107000 - BT-Settlement	778,422.58
109000 - BT Money Market Sweep Account	1,325,737.12
	<hr/>
Total Checking/Savings	2,104,159.70
Other Current Assets	
13000 - Due from State	42,869.16
14000 - Prepaid Expenses	192,474.97
	<hr/>
Total Other Current Assets	235,344.13
	<hr/>
Total Current Assets	2,339,503.83
Fixed Assets	
17001 - Developed Software	1,447,072.00
17900 - Asset in Process	165,282.01
18000 - Accumulated Depreciation	-1,227,988.52
19001 - Subscription Based IT Arrangeme	-269,286.00
19002 - SBITA Amortization	-67,322.00
	<hr/>
Total Fixed Assets	586,329.49
	<hr/>
TOTAL ASSETS	2,925,833.32
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 - Accounts Payable	23,266.78
	<hr/>
Total Accounts Payable	23,266.78
Credit Cards	
21100 - BT Credit Card	7,505.76
	<hr/>
Total Credit Cards	7,505.76
Other Current Liabilities	
DRAWDOWN	71,183.00
22000 - Accrued Compensation	54,912.21
22500 - Deferred Revenues	153,558.28
29001 - SBITA Liability - Current	88,683.00
	<hr/>
Total Other Current Liabilities	368,336.49
	<hr/>
Total Current Liabilities	399,109.03
Long Term Liabilities	
29002 - SBITA Liability - Noncurrent	116,617.00
	<hr/>
Total Long Term Liabilities	116,617.00
	<hr/>
Total Liabilities	515,726.03
Equity	
30000 - Opening Balance Equity	1,975,162.47
32000 - Retained Earnings	288,061.35
Net Income	146,883.47
	<hr/>
Total Equity	2,410,107.29
	<hr/>
TOTAL LIABILITIES & EQUITY	2,925,833.32
	<hr/> <hr/>

Electronic Services System

Balance Sheet

As of January 31, 2026

	Jan 31, 26
ASSETS	
Current Assets	
Checking/Savings	
107000 · BT-Settlement	
107100 · Unrestricted Reserve Account	38,399.40
107200 · Software Dev & Equip Maint Rsrv	327,307.02
107300 · Redaction Reserve	39,024.96
107400 · Restricted Operating Reserve	100,000.00
107000 · BT-Settlement - Other	-6,637.97
Total 107000 · BT-Settlement	498,093.41
109000 · BT Money Market Sweep Account	1,516,400.40
Total Checking/Savings	2,014,493.81
Accounts Receivable	
12000 · Accounts Receivable	50,940.69
Total Accounts Receivable	50,940.69
Other Current Assets	
13000 · Due from State	42,869.16
14000 · Prepaid Expenses	192,474.97
Total Other Current Assets	235,344.13
Total Current Assets	2,300,778.63
Fixed Assets	
17001 · Developed Software	1,447,072.00
17900 · Asset in Process	165,282.01
18000 · Accumulated Depreciation	-1,227,988.52
19001 · Subscription Based IT Arrangeme	269,286.00
19002 · SBITA Amortization	-67,322.00
Total Fixed Assets	586,329.49
TOTAL ASSETS	2,887,108.12
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	143,140.30
Total Accounts Payable	143,140.30
Credit Cards	
21100 · BT Credit Card	9,993.26
Total Credit Cards	9,993.26
Other Current Liabilities	
DRAWDOWN	75,905.40
22000 · Accrued Compensation	54,912.21
22500 · Deferred Revenues	153,558.28
29001 · SBITA Liability - Current	88,683.00
Total Other Current Liabilities	373,058.89
Total Current Liabilities	526,192.45
Long Term Liabilities	
29002 · SBITA Liability - Noncurrent	116,617.00
Total Long Term Liabilities	116,617.00
Total Liabilities	642,809.45
Equity	
30000 · Opening Balance Equity	1,975,162.47
32000 · Retained Earnings	434,944.82
Net Income	-165,808.62
Total Equity	2,244,298.67
TOTAL LIABILITIES & EQUITY	2,887,108.12

Electronic Services System

Balance Sheet

As of December 31, 2025

	<u>Dec 31, 25</u>
ASSETS	
Current Assets	
Checking/Savings	
107000 · BT-Settlement	778,422.58
109000 · BT Money Market Sweep Account	
109100 · Unrestricted Reserve Account	38,399.40
109200 · Software Dev & Equip Maint Rsrv	327,307.02
109300 · Redaction Reserve	39,157.76
109400 · Restricted Operating Reserve	100,000.00
109000 · BT Money Market Sweep Account - Other	820,872.94
Total 109000 · BT Money Market Sweep Account	<u>1,325,737.12</u>
Total Checking/Savings	2,104,159.70
Other Current Assets	
13000 · Due from State	42,869.16
14000 · Prepaid Expenses	192,474.97
Total Other Current Assets	<u>235,344.13</u>
Total Current Assets	2,339,503.83
Fixed Assets	
17001 · Developed Software	1,447,072.00
17900 · Asset in Process	165,282.01
18000 · Accumulated Depreciation	-1,227,988.52
19001 · Subscription Based IT Arrangeme	269,286.00
19002 · SBITA Amortization	-67,322.00
Total Fixed Assets	<u>586,329.49</u>
TOTAL ASSETS	<u><u>2,925,833.32</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	23,266.78
Total Accounts Payable	23,266.78
Credit Cards	
21100 · BT Credit Card	7,505.76
Total Credit Cards	7,505.76
Other Current Liabilities	
DRAWDOWN	71,183.00
22000 · Accrued Compensation	54,912.21
22500 · Deferred Revenues	153,558.28
29001 · SBITA Liability - Current	88,683.00
Total Other Current Liabilities	<u>368,336.49</u>
Total Current Liabilities	399,109.03
Long Term Liabilities	
29002 · SBITA Liability - Noncurrent	116,617.00
Total Long Term Liabilities	<u>116,617.00</u>
Total Liabilities	515,726.03
Equity	
30000 · Opening Balance Equity	1,975,162.47
32000 · Retained Earnings	288,061.35
Net Income	146,883.47
Total Equity	<u>2,410,107.29</u>
TOTAL LIABILITIES & EQUITY	<u><u>2,925,833.32</u></u>

Electronic Services System

Balance Sheet

As of January 31, 2026

	<u>Jan 31, 26</u>
ASSETS	
Current Assets	
Checking/Savings	
107000 · BT-Settlement	498,226.21
109000 · BT Money Market Sweep Account	
109100 · Unrestricted Reserve Account	38,399.40
109200 · Software Dev & Equip Maint Rsrv	327,307.02
109300 · Redaction Reserve	39,024.96
109400 · Restricted Operating Reserve	100,000.00
109000 · BT Money Market Sweep Account - Other	1,011,536.22
Total 109000 · BT Money Market Sweep Account	<u>1,516,267.60</u>
Total Checking/Savings	2,014,493.81
Accounts Receivable	
12000 · Accounts Receivable	50,940.69
Total Accounts Receivable	<u>50,940.69</u>
Other Current Assets	
13000 · Due from State	42,869.16
14000 · Prepaid Expenses	192,474.97
Total Other Current Assets	<u>235,344.13</u>
Total Current Assets	2,300,778.63
Fixed Assets	
17001 · Developed Software	1,447,072.00
17900 · Asset in Process	165,282.01
18000 · Accumulated Depreciation	-1,227,988.52
19001 · Subscription Based IT Arrangeme	269,286.00
19002 · SBITA Amortization	-67,322.00
Total Fixed Assets	<u>586,329.49</u>
TOTAL ASSETS	<u>2,887,108.12</u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	143,140.30
Total Accounts Payable	<u>143,140.30</u>
Credit Cards	
21100 · BT Credit Card	9,993.26
Total Credit Cards	<u>9,993.26</u>
Other Current Liabilities	
DRAWDOWN	
22000 · Accrued Compensation	75,905.40
22500 · Deferred Revenues	54,912.21
29001 · SBITA Liability - Current	153,558.28
Total Other Current Liabilities	<u>88,683.00</u>
Total Current Liabilities	373,058.89
Long Term Liabilities	
29002 · SBITA Liability - Noncurrent	116,617.00
Total Long Term Liabilities	<u>116,617.00</u>
Total Liabilities	642,809.45
Equity	
30000 · Opening Balance Equity	1,975,162.47
32000 · Retained Earnings	434,944.82
Net Income	-165,808.62
Total Equity	<u>2,244,298.67</u>
TOTAL LIABILITIES & EQUITY	<u>2,887,108.12</u>

Electronic Services System

Balance Sheet

01/12/26

As of December 31, 2025

Accrual Basis

	<u>Dec 31, 25</u>
ASSETS	
Current Assets	
Checking/Savings	
107000 · BT-Settlement	778,422.58
109000 · BT Money Market Sweep Account	
109100 · Unrestricted Reserve Account	38,399.40
109200 · Software Dev & Equip Maint Rsrv	450,000.00
109300 · Redaction Reserve	50,000.00
109400 · Restricted Operating Reserve	100,000.00
109000 · BT Money Market Sweep Account - Other	687,337.72
Total 109000 · BT Money Market Sweep Account	<u>1,325,737.12</u>
Total Checking/Savings	2,104,159.70
Other Current Assets	
13000 · Due from State	42,869.16
14000 · Prepaid Expenses	192,474.97
Total Other Current Assets	<u>235,344.13</u>
Total Current Assets	2,339,503.83
Fixed Assets	
17001 · Developed Software	1,447,072.00
17900 · Asset in Process	165,282.01
18000 · Accumulated Depreciation	-1,227,988.52
19001 · Subscription Based IT Arrangeme	269,286.00
19002 · SBITA Amortization	-67,322.00
Total Fixed Assets	<u>586,329.49</u>
TOTAL ASSETS	<u><u>2,925,833.32</u></u>
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	23,266.78
Total Accounts Payable	23,266.78
Credit Cards	
21100 · BT Credit Card	7,505.76
Total Credit Cards	7,505.76
Other Current Liabilities	
DRAWDOWN	71,183.00
22000 · Accrued Compensation	54,912.21
22500 · Deferred Revenues	153,558.28
29001 · SBITA Liability - Current	88,683.00
Total Other Current Liabilities	<u>368,336.49</u>
Total Current Liabilities	399,109.03
Long Term Liabilities	
29002 · SBITA Liability - Noncurrent	116,617.00
Total Long Term Liabilities	<u>116,617.00</u>
Total Liabilities	515,726.03
Equity	
30000 · Opening Balance Equity	1,975,162.47
32000 · Retained Earnings	288,061.35
Net Income	146,883.47
Total Equity	<u>2,410,107.29</u>
TOTAL LIABILITIES & EQUITY	<u><u>2,925,833.32</u></u>

Electronic Services System

Balance Sheet

01/12/26

As of January 31, 2026

Accrual Basis

	Jan 31, 26
ASSETS	
Current Assets	
Checking/Savings	
107000 · BT-Settlement	498,226.21
109000 · BT Money Market Sweep Account	
109100 · Unrestricted Reserve Account	38,399.40
109200 · Software Dev & Equip Maint Rsrv	450,000.00
109300 · Redaction Reserve	49,867.20
109400 · Restricted Operating Reserve	100,000.00
109000 · BT Money Market Sweep Account - Other	878,001.00
Total 109000 · BT Money Market Sweep Account	1,516,267.60
Total Checking/Savings	2,014,493.81
Accounts Receivable	
12000 · Accounts Receivable	50,940.69
Total Accounts Receivable	50,940.69
Other Current Assets	
13000 · Due from State	42,869.16
14000 · Prepaid Expenses	192,474.97
Total Other Current Assets	235,344.13
Total Current Assets	2,300,778.63
Fixed Assets	
17001 · Developed Software	1,447,072.00
17900 · Asset in Process	165,282.01
18000 · Accumulated Depreciation	-1,227,988.52
19001 · Subscription Based IT Arrangeme	269,286.00
19002 · SBITA Amortization	-67,322.00
Total Fixed Assets	586,329.49
TOTAL ASSETS	2,887,108.12
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
20000 · Accounts Payable	143,140.30
Total Accounts Payable	143,140.30
Credit Cards	
21100 · BT Credit Card	9,993.26
Total Credit Cards	9,993.26
Other Current Liabilities	
DRAWDOWN	75,905.40
22000 · Accrued Compensation	54,912.21
22500 · Deferred Revenues	153,558.28
29001 · SBITA Liability - Current	88,683.00
Total Other Current Liabilities	373,058.89
Total Current Liabilities	526,192.45
Long Term Liabilities	
29002 · SBITA Liability - Noncurrent	116,617.00
Total Long Term Liabilities	116,617.00
Total Liabilities	642,809.45
Equity	
30000 · Opening Balance Equity	1,975,162.47
32000 · Retained Earnings	434,944.82
Net Income	-165,808.62
Total Equity	2,244,298.67
TOTAL LIABILITIES & EQUITY	2,887,108.12

Iowa Land Records - Fund 255

Profit & Loss

January through December 2025

	<u>Jan - Dec 25</u>
Ordinary Income/Expense	
Income	
E-Recording Fee	529,611.67
Interest	<u>8,062.10</u>
Total Income	537,673.77
Expense	
ESS Expense Reimbursement	<u>530,691.85</u>
Total Expense	530,691.85
Net Ordinary Income	<u>6,981.92</u>
Net Income	<u><u>6,981.92</u></u>

February 19, 2026

To: ESS Coordinating Committee
ESS Finance Subcommittee

From: Phil Dunshee, Project Manager

Re: 2025 Software Asset Value Determination

We have prepared a report of new software assets created in Calendar Year 2025. The value assigned is based on one primary factor: the human resource expenditure associated with the members of our internal technical team.

Calendar year 2025 was not a very significant year for asset development for one primary reason. During this period a vacancy in one of the three software developer positions was held open as we adjusted to the departure of the long-time Technical Lead in April 2025. In March 2025 one of the software developer positions transitioned from a part-time role back to a full-time position. Fortunately, our third developer accepted a promotion to step into the Technical Lead position. This transition was unsettled further by other circumstances including time away to address matters not related to the work environment. ESS begins 2026 with the addition of a new full-time developer to the team, and we hope to begin to address a large backlog of maintenance, support, and incremental improvements to our existing applications.

The only substantive new software development project was carried forward from calendar years 2023 and 2024 as work was completed on a new county upload API (CUAPI). This API will facilitate the transfer of document indexes and images from county systems to Iowa Land Records more efficiently and securely in the future.

Merna Addison and Mansi Agarwal each worked on activities to complete the application as we prepared to assist local service providers with the transition to the new API. In all, 403 developer hours were dedicated to this task in 2025. All other developer activities in 2025 were associated with support issues, incremental changes to existing assets, or infrastructure management.

The investment cost associated with internal development for the CUAPI was **\$21,663.28**.

I believe this is a fair statement of the value of the software developed in 2025. This value can be represented as an asset on the balance sheet. The assigned value of each asset is not intended to represent the market value of the software.

An increased level of asset development is expected in 2026. Reserve funds have been replenished, and project income has been positive in 2025. ESS is currently accepting proposals from external software development organizations for a new project to create a property record notification system. If credible proposals are received, work may begin on this new project in Spring, 2026. See RFQ ESS-2026-1 for more information.

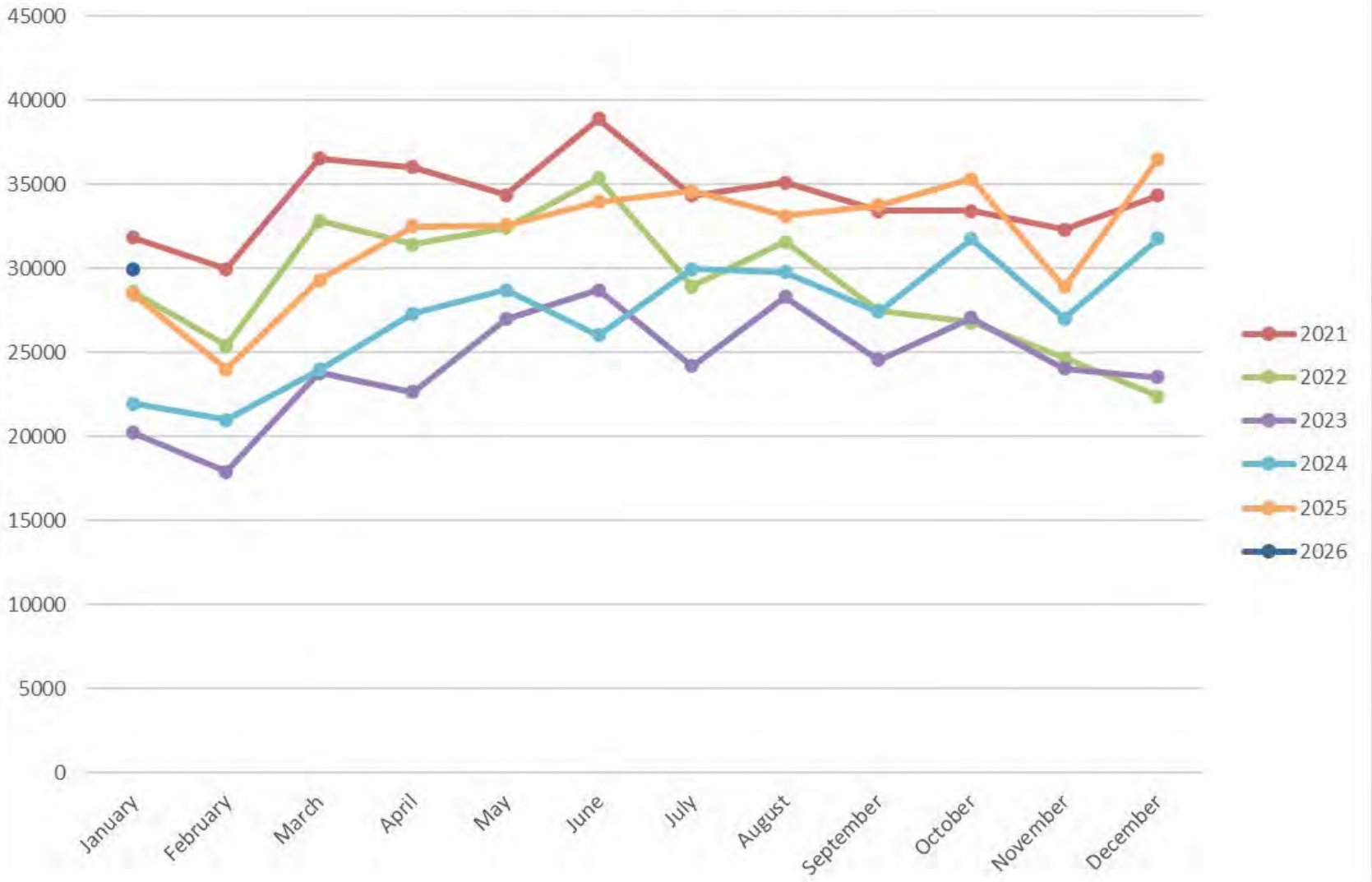
cc. Robert Endriss, Denman

2025

Software Development Hours and Expenditures Report

	CUAPI-1	CUAPI-2	Total Development Hours	CUAPI-1Expenditure	CUAPI-2Expenditure	Expenditure Amount
Mansi Agarwal	0.00	288.00	288.00	0.00	16032.96	\$16,032.96
Kelly Wallace	0.00	0.00	0.00	0.00	0.00	\$0.00
Merna Addison	99.00	16.00	115.00	4649.04	981.28	\$5,630.32
Phil Dunshee	0.00	0.00	0.00			\$0.00
Lisa Long	0.00	0.00	0.00			\$0.00
Project Cost	\$4,649.04					
apportion test	0.00					
Total Project \$ 2025 invest	\$21,663.28					

E-Submission Trends



BUDGETED INCOME AND EXPENSES CY 2026 Budget Amendment

		2026 January	February	March	April	May	June	July	August	September	October	November	December	2026 Actual	Adopted 2026 Budget 111325 tbd	Change
Income	BudgetedIncome															
	Money Market Interest Income	2943.36	2300.00	2300.00	2300.00	2300.00	2300.00	2700.00	2700.00	2700.00	2700.00	2700.00	2700.00	30643.36	30000.00	643.36
	Bad Payment Fee	105.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	35.00	490.00	420.00	70.00
	POSSERVICEFEE	8639.70	10000.00	10000.00	10000.00	10000.00	10000.00	10000.00	10000.00	10000.00	10000.00	10000.00	10000.00	118639.70	120000.00	-1360.30
	ODSERVICEFEE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	ESUB SERVICEFEE	93207.14	93000.00	93000.00	93000.00	93000.00	93000.00	93000.00	93000.00	93000.00	93000.00	93000.00	93000.00	1116207.14	1116000.00	207.14
	Expense Reimbursement - 255	49304.89	44000.00	44000.00	44000.00	44000.00	44000.00	44000.00	44000.00	44000.00	44000.00	44000.00	44000.00	533304.89	528000.00	5304.89
	Misc. Income	80.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	80.00	0.00	80.00
	MOU	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Event Income	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	ILR Conferences Registration	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Sponsorships	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Local Service Provider Maint.															
	Cost Sharing Credit	-139962.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	-139962.91	-140000.00	37.09
	Local Maintenance Share	293283.86	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	293283.86	293283.87	-0.01
	Total BudgetedIncome	307601.04	149335.00	149335.00	149335.00	149335.00	149335.00	149735.00	149735.00	149735.00	149735.00	149735.00	149735.00	1952686.04	1947703.87	4982.17

BUDGETED INCOME AND EXPENSES

CY 2026

Budget Amendment

		2026 January	February	March	April	May	June	July	August	September	October	November	December	2026 Actual	Adopted 2026 Budget 111325	Change
Expense																
Budgeted Expenses																
Administration																
	Accounting Softward-Services	5463.78	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	200.00	7663.78	7700.00	-36.22
	Annual Audits	0.00	0.00	0.00	7500.00	0.00	3500.00	0.00	850.00	0.00	0.00	0.00	0.00	11850.00	11850.00	0.00
	ESS Director	0.00	0.00	16000.00	16000.00	22500.00	16000.00	16000.00	16000.00	16000.00	22500.00	16000.00	16000.00	173000.00	173000.00	0.00
	Director Computing Equipment	0.00	5000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5000.00	5000.00	0.00
	Professional Fees															
	Project Manager	12750.00	12772.00	12772.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	38294.00	38316.00	-22.00
	Legal Fees	2250.00	2250.00	2250.00	2250.00	2250.00	2250.00	2250.00	2250.00	2250.00	2250.00	2250.00	2250.00	27000.00	27000.00	0.00
	Government Relations	2500.00	2000.00	2000.00	2000.00	2000.00	2000.00	2000.00	2000.00	2000.00	2000.00	2000.00	2000.00	24500.00	24000.00	500.00
	Human Resources	692.28	940.00	940.00	940.00	1395.00	940.00	940.00	940.00	940.00	1395.00	940.00	940.00	11942.28	12190.00	-247.72
	Insurance	0.00	0.00	0.00	0.00	0.00	5000.00	45000.00	0.00	0.00	0.00	0.00	0.00	50000.00	50000.00	0.00
	ESS Meetings	0.00	1200.00	0.00	0.00	1200.00	0.00	0.00	1200.00	0.00	0.00	1200.00	0.00	4800.00	4800.00	0.00
	Office Operations															
	Office Space	3050.00	3050.00	3050.00	4200.00	4200.00	4200.00	4200.00	4200.00	4200.00	4200.00	4200.00	4200.00	46950.00	46950.00	0.00
	Office Supplies	0.00	0.00	0.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	450.00	500.00	-50.00
	Official Publication Expense	20.72	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	45.00	515.72	540.00	-24.28
	Postage	0.00	0.00	78.00	0.00	0.00	78.00	0.00	0.00	78.00	0.00	0.00	78.00	312.00	312.00	0.00
	Telephone	206.13	210.00	240.00	240.00	240.00	240.00	240.00	240.00	240.00	240.00	240.00	240.00	2816.13	2820.00	-3.87
	Internet	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	3000.00	3000.00	0.00
	Office Cleaning	0.00	0.00	0.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	160.00	1440.00	1440.00	0.00
	Utilities	0.00	0.00	0.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	1350.00	1350.00	0.00
	Other Common Area Expenses	0.00	0.00	0.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	3600.00	3600.00	0.00
	Office Tech Support	419.00	400.00	400.00	1000.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	400.00	5419.00	5400.00	19.00
	Printing and Copying (Color-BW)	335.02	340.00	340.00	340.00	340.00	340.00	340.00	340.00	340.00	340.00	340.00	340.00	4075.02	4080.00	-4.98
	Miscellaneous Expenses	87.64	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00	287.64	200.00	87.64
	Total Administration															
Marketing-Communications																
	Communications Coordinator	4214.87	4375.00	4375.00	4375.00	6525.00	4375.00	4375.00	4375.00	4375.00	6525.00	4375.00	4375.00	56639.87	56800.00	-160.13
	Administrative/Marketing Support	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Computing Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Education & Outreach															
	ILR Conferences	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Tradeshows/Exhibits/Sponsorshi	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Seminars & Workshops	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Memberships	200.00	0.00	0.00	0.00	0.00	600.00	0.00	0.00	0.00	0.00	0.00	0.00	800.00	800.00	0.00
	Conferences and Meetings	645.00	2500.00	0.00	0.00	0.00	0.00	0.00	2500.00	0.00	0.00	0.00	0.00	5645.00	5000.00	645.00
	Campaigns	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Software, Equipment and Hostec	524.38	610.00	610.00	610.00	610.00	610.00	610.00	610.00	610.00	610.00	2000.00	610.00	8624.38	8710.00	-85.62
	Marketing Supplies	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Promotional Expenses	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Total Marketing-Communications															
Customer Support																
	Account Manager	8385.13	8600.00	8600.00	8600.00	12100.00	8600.00	8600.00	8600.00	8600.00	12100.00	8600.00	8600.00	109985.13	110200.00	-214.87
	Coordinator	3100.10	3300.00	3300.00	3300.00	5000.00	3300.00	3300.00	3300.00	3300.00	5000.00	3300.00	3300.00	42800.10	43000.00	-199.90
	Computing Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Professional Development	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Total Customer Support															
Accounting																
	Accounting Coordinator	6447.35	6400.00	6400.00	6400.00	9300.00	6400.00	6400.00	6400.00	6400.00	9300.00	6400.00	6400.00	82647.35	82600.00	47.35
	Accountant Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Policy Coordinator	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

BUDGETED INCOME AND EXPENSES

CY 2026

Budget Amendment

		2026 January	February	March	April	May	June	July	August	September	October	November	December	2026 Actual	Adopted 2026 Budget 111325	Change
ILR System Operations																
Development Team																
	Technical Lead	11725.28	11750.00	11750.00	11750.00	17100.00	11750.00	11750.00	11750.00	11750.00	17100.00	11750.00	11750.00	151675.28	151700.00	-24.72
	Senior Developer	9970.50	10000.00	10000.00	10000.00	15000.00	10000.00	10000.00	10000.00	10000.00	15000.00	10000.00	10000.00	129970.50	130000.00	-29.50
	Technical Support & Development	0.00	10000.00	10000.00	10000.00	15000.00	10000.00	10000.00	10000.00	10000.00	15000.00	10000.00	10000.00	120000.00	130000.00	-10000.00
	Developer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Professional Development	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
External Development & Services																
	FF Redaction Services	4681.05	5500.00	5500.00	5500.00	5500.00	5500.00	5500.00	5500.00	5500.00	5500.00	5500.00	5500.00	65181.05	66000.00	-818.95
	BF Redaction Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Software Development Services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Technical Consulting	1400.00	2100.00	2100.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5600.00	6300.00	-700.00
	Data Center & Hosting Services	8048.67	8200.00	8200.00	8200.00	8200.00	8200.00	8200.00	8200.00	8200.00	8200.00	8200.00	8200.00	98248.67	98400.00	-151.33
	Domain Registration	21.66	0.00	40.00	0.00	0.00	0.00	40.00	0.00	0.00	0.00	0.00	0.00	101.66	100.00	1.66
Software-License-Maintenance																
	Accusoft-PRIZM	0.00	0.00	27500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	27500.00	27500.00	0.00
	AWS	629.46	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	750.00	8879.46	9000.00	-120.54
	Certificates	0.00	400.00	0.00	0.00	100.00	0.00	0.00	0.00	0.00	0.00	400.00	0.00	900.00	900.00	0.00
	DB2	0.00	0.00	0.00	0.00	0.00	0.00	0.00	13000.00	0.00	0.00	0.00	0.00	13000.00	13000.00	0.00
	Dropbox	199.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	199.00	250.00	-51.00
	JetBrains	122.74	2500.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2622.74	2500.00	122.74
	JIRA	43.33	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	40.00	483.33	480.00	3.33
	Slack	0.00	0.00	0.00	0.00	0.00	0.00	0.00	800.00	0.00	0.00	0.00	0.00	800.00	800.00	0.00
	Zoom	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	10.00	1000.00	1110.00	1110.00	0.00
	Microsoft	115.00	127.50	127.50	127.50	127.50	127.50	127.50	127.50	127.50	127.50	127.50	127.50	1517.50	1530.00	-12.50
	SUSE	0.00	0.00	0.00	0.00	0.00	6500.00	0.00	0.00	0.00	0.00	0.00	0.00	6500.00	6500.00	0.00
Computing and Equipment (Cap.)																
	Developer Equipment	924.87	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	924.87	0.00	924.87
	System Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Local CC Equipment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total ILR System Operations																
Local Maint. Expense		164250.40	129033.47	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	293283.87	293283.87	0.00
Payment Expenses																
	Bank Account Analysis Fee	1748.04	1400.00	1400.00	1400.00	1400.00	1400.00	1400.00	1400.00	1400.00	1400.00	1400.00	1400.00	17148.04	16800.00	348.04
	Bank Service Charges	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Gateway Transaction Fees															
	OnlineTransactionFees - PS	7340.27	5200.00	5200.00	5200.00	5200.00	5200.00	5200.00	5200.00	5200.00	5200.00	5200.00	5200.00	64540.27	62400.00	2140.27
	OnlineTransactionFees - Veriche	3151.85	3000.00	3000.00	3000.00	3000.00	3000.00	3000.00	3000.00	3000.00	3000.00	3000.00	3000.00	36151.85	36000.00	151.85
	POSTransactionsFees	9298.79	11000.00	11000.00	11000.00	11000.00	11000.00	11000.00	11000.00	11000.00	11000.00	11000.00	11000.00	130298.79	132000.00	-1701.21
	Total Gateway Transaction Fees															
	Bad Debt	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Payment Expenses																
Total Budgeted Expenses		275222.31	255452.97	158467.50	125987.50	151742.50	133565.50	162927.50	136237.50	117965.50	150442.50	120877.50	119155.50	1908044.28	1917711.87	-9667.59
Net Budgeted Income		32378.73	-106117.97	-9132.50	23347.50	-2407.50	15769.50	-13192.50	13497.50	31769.50	-707.50	28857.50	30579.50	44641.76	29992.00	14649.76

February 3, 2026

Mr. Phil Dunshee
Project Manager
Electronic Services System
8711 Windsor Pkwy, Suite 2
Johnston, Iowa 50131

We are pleased to confirm our understanding of the services we are to provide for Electronic Services System for the year ended December 31, 2025.

Audit Scope and Objectives

We will audit the financial statements of Electronic Services System, which comprise the special-purpose statement of net position as of December 31, 2025, and the related special-purpose statement of activities and special-purpose statement of cash flows for the year then ended, and the disclosures (collectively, the “financial statements”). Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement Electronic Service System’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Electronic Service System’s RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by accounting principles generally accepted in the United States of America and will be subjected to certain limited procedures, but will not be audited:

1. Management’s Discussion and Analysis.

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error and issue an auditor’s report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with the financial reporting requirements of the County Electronic Services System 28E Agreement. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of Electronic Services System and other procedures we consider necessary to enable us to express an opinion. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of receivables and certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement and they may bill you for responding to this inquiry.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of internal control

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the entity and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinion. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Electronic Services System's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Other Services

As part of our engagement, we will also assist in preparing the financial statements and related notes of Electronic Services System in conformity with the financial reporting requirements of the County Electronic Services System 28E Agreement and will assist in the maintenance of the System's schedule of subscription-based IT agreements based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

We will perform the services in accordance with applicable professional standards, including the Statements on Standards for Tax Services issued by the American Institute of Certified Public Accountants. The other services are limited to the financial statement preparation and maintenance of subscription-based IT agreement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with the financial reporting requirements of the County Electronic Services System 28E Agreement, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the System's ability to continue as a going concern within one year after the date that the financial statements are available to be issued. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, and other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to Electronic Services System; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of our Firm and constitutes confidential information. However, subject to applicable laws or regulations, we may be requested to make certain audit documentation available to the applicable oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of our Firm personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by regulators. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

During the course of our engagement, we may accumulate records containing data which should be reflected in your books and records. You will determine that all such data, if necessary, will be so reflected. Accordingly, you will not expect us to maintain copies of such records in our possession.

Robert Endriss is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit in April 2026 and issue our reports no later than June 30, 2026.

Our fees are based on the time required by the individuals assigned to the engagement, plus direct expenses. Individual hourly rates vary according to the degree of responsibility involved and the skill required. Interim billings will be submitted as work progresses and as expenses are incurred. Based on the preceding, we propose to complete the engagement for amounts not to exceed the following:

Audit of Electronic Services System	<u>\$ 11,000</u>
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You may request that we perform additional services not contemplated by this engagement letter. If this occurs, we will communicate with you the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Reporting

We will issue a written report upon completion of our audit of Electronic Services System’s financial statements. Our report will be addressed to the Electronic Services System Coordinating Committee. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-mater or other-matter paragraph to our auditor’s report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity’s internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity’s internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that Electronic Services System is subject to an audit requirement that is not encompassed in the terms of the engagement, we will communicate to management and those charged with governance that an audit in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards* may not satisfy relevant legal, regulatory, or contractual requirements.

We appreciate the opportunity to be of service to Electronic Services System and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Denman CPA LLP

Denman CPA LLP

RESPONSE:

This letter correctly sets forth the understanding of Electronic Services System.

By: _____

Title: _____

Date: _____

February 19, 2026

To: ESS Coordinating Committee

From: Phil Dunshee

Re: Employee Handbook

In August 2025, the ESS Coordinating Committee took action to secure Professional Employment Organization (PEO) services from Connectify. In November 2025, ESS also took steps to transition to a different 401K retirement plan administered through Connectify. The transition of all human resource (HR) functions to Connectify is now complete.

One task that has been underway for the past several months is a review of the ESS Employee Handbook, which was last updated in February 2024. There are numerous provisions of the Handbook which make reference to the previous PEO (Paychex), and all these references need to be updated to reference Connectify. Additionally, we have taken the opportunity to work with the Connectify team to review the entire handbook for any updates that may be needed to reflect current laws and regulations. This review has been completed, and we request that you review and adopt this updated Handbook. The changes to the Handbook are summarized here.

- Change all PEO references from Paychex to Connectify
- An additional paragraph was added to the section on Public Statements and Appearances to provide guidance to employees on what to do if contacted by the media. (page 11)
- Several items were added to the list of "Prohibited Conduct" including violations of the handbook policies, inaccurate reporting of hours, harassment of an employee, vendor or customer, working unauthorized overtime, and disclosure of proprietary or confidential information. (pages 11-12)
- Edited and relocated existing policies concerning Nonsolicitation and Nondistribution. (pages 12-13)
- Clarified that use of ESS video conferencing service for personal reasons is prohibited. (page 18)
- Added instructions regarding direct deposit for payroll. (page 23)
- Added more explicit policies regarding unauthorized credit card purchases and lost or stolen credit cards. (page 24)
- Inserted more detailed information about benefits provided through Connectify. (page 25)
- Inserted more detailed information about COBRA. (page 25)
- Inserted more detailed information about PTO accrual and carry over. This does not change the ESS PTO accrual rate or carry over policy. (page 26)
- Added more detailed policies on Requesting Leave, Benefits While on Leave, Extension of Leave, Return to Work, Failure to Return from Leave, and Alternative Employment. (pages 29-30)
- Replaced language about the Employee Assistance Program (EAP) with information applicable to EAP services available through Connectify. (page 32)
- Removed redundant language about Company assets, updated various terms and added corresponding provisions for paper documents. (pages 32, 33, 35 and 38)
- Replaced language about Injury Reporting Procedure/Workers' Compensation Insurance with information applicable to procedures through Connectify. (pages 38-39)
- Expanded information about Prevention of Violence in the Workplace (page 39)

We are prepared to answer any questions you may have.

Action Requested: Approval of the updated employee handbook.

Electronic Services System



Employee Handbook

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INTRODUCTION

Electronic Services System ("ESS" or the "Company") is pleased to have you as one of our employees. We believe that you will find your employment with us to be both rewarding and challenging.

This Employee Policy Handbook sets forth the policies applicable to all employees. It contains the major policies and procedures. The terms of individual written employment contracts supersede the policies contained herein to the extent the written contract is inconsistent with this handbook.

We ask you to read and familiarize yourself with the policies in this Employee Policy Handbook.

This handbook supersedes all previously issued handbooks and any inconsistent policy statements or memoranda made in the past. With or without prior notice, the Company reserves the right to revise, modify, delete or add to all policies, procedures, work rules or benefits stated in this handbook or in any other related document. However, any such changes must be in writing and must be signed by the ESS Administrator.

Any written changes to this handbook will be distributed to all employees, so that they will be aware of the new policies or procedures. No oral statements or representations can in any way change or alter the provisions of this handbook.

This handbook set forth the entire agreement between you and the Company as to the duration of employment and the circumstances under which employment may be terminated. Nothing in this handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

If you have any questions concerning the contents of this handbook, please consult your supervisor or Connectify HR.

EMPLOYMENT POLICIES AND PROCEDURES

ESS and Connectify HR

Whether you are a new or long-term employee, you are an important part of our present and future. Our success depends largely on our ability to attract and retain dedicated and highly motivated employees. We want your employment with our organization to be rewarding and challenging.

We also want to provide you with attractive benefit programs. To do this, we have elected to utilize the services of Connectify HR. Connectify HR specializes in providing complete employee administrative services for companies such as ours. Connectify is a business referred to as a Professional Employer Organization or PEO, which serves as our off-site personnel/human resources department, and they are responsible for many areas of your employment. In order for Connectify to be able to administer benefit plans, process payroll, and file payroll taxes it is necessary for Connectify to become your administrative employer. Connectify and ESS are considered co-employers for certain purposes and share some employment responsibilities.

Primarily, Connectify will be responsible for the payroll check processing, withholding and employment taxes, payroll deductions, workers' compensation insurance, employee group benefit plans, and 401(k) retirement plan administration. We will be responsible for your day-to-day work activities, supervision, scheduling of work, the management of your work facility, and safety programs. Some employment activities, policies, and practices are shared by both Connectify and us.

Throughout this handbook, reference will be made to Connectify whenever the responsibility falls in an area for which they are accountable, such as employment taxes or benefit programs. Remember, it is your supervisor who selected you for your job and directs your work activities.

Equal Employment Opportunity

The Company is an equal opportunity employer and makes decisions related to compensation and all terms, conditions or privileges of employment. Company policy prohibits unlawful discrimination based on race, color, creed, sex (including pregnancy), religion, marital status, age, national origin or ancestry, physical or mental disability, medical condition, genetic information, gender identity, sexual orientation, military status, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and prohibited by the Company.

As used in this policy, genetic information means an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Individuals with Disabilities

To be a covered employer under the Americans with Disabilities Act (ADA), a company must have 15 or more employees. At the time this handbook is distributed, ESS has less than 15 employees, and is not covered by the provisions of the ADA.

The Company will not discriminate against qualified applicants and employees in accordance with the provisions of applicable state or local regulations, and should we become covered under the ADA in the future will comply with all applicable regulations. Please direct questions about the current status of our coverage to your supervisor or Connectify HR..

The Company will strive to provide reasonable accommodation for a qualified individual with a disability, as defined by applicable regulations, who has made the Company aware of their disability, provided that such accommodation does not constitute an undue hardship on the Company.

Anti-Harassment

The Company is committed to providing a work environment that encourages mutual respect and is free of unlawful harassment, discrimination and bias. The Company's anti-harassment policy applies to all people involved in the operation of the Company and prohibits unlawful harassment by any employee of the Company, including supervisors and co-workers. The law also prohibits unlawful harassment by any employee towards customers, vendors, contractors and persons working or visiting on the Company's premises and third parties are prohibited from unlawfully harassing an employee.

Prohibited unlawful harassment includes, but is not limited to, the following: any harassment or use by anyone in its employ of any derogatory epithet (whether verbal, written or gestural) based on race, color, creed, sex (including pregnancy), religion, marital status, age, national origin or ancestry, physical or mental disability, medical condition, genetic information, gender identity, sexual orientation, military status, or any other consideration made unlawful by federal, state or local laws; or sexual harassment, defined as:

- unwanted sexual advances, or visual, verbal or physical conduct of a sexual nature; or
- any form of sexually offensive behavior including gender-based harassment of a person of the same sex as the harasser when;
 1. submission to the conduct is made explicitly or implicitly a term or condition of an individual's employment,
 2. submission to or rejection of the conduct by an individual is used for employment decisions affecting an individual, or
 3. such conduct has the purpose or effect of unreasonably interfering with the employee's work performance or creating an intimidating, hostile, or offensive work environment.

Any employee violating this policy will be subject to disciplinary action up to and including termination of employment.

If you believe that this anti-harassment policy is being violated, either with respect to yourself or with respect to another employee, you are strongly encouraged to report that belief immediately, either:

- to the ESS Administrator, or

Connectify HR; 515-954-2164. DO NOT TOLERATE THE SITUATION, AND DO NOT ASSUME THAT THE COMPANY IS AWARE OF AN INCIDENT. REPORT ALL INCIDENTS OF DISCRIMINATION AND HARASSMENT.

Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of one of the other Company representatives identified above.

Upon notice of an employee's concern about being harassed, the Company will act to stop any further harassment and to correct any effect of the harassment and will:

1. Inform the complainant of his or her rights and of any obligation to secure those rights.
2. Promptly investigate the complaint. The investigation will be immediate, thorough, objective and complete. We will make diligent efforts to interview all people with

- information on the matter.
3. Take prompt and effective action to remedy/correct harassment.
 4. Respond in a timely manner to any complaint of harassment describing the disposition of the complaint and any action taken in resolution of the complaint.

Retaliation Is Strictly Prohibited

In addition to prohibiting discrimination and harassment in the workplace, state and federal law also prohibits retaliation. One type of retaliation occurs when the Company takes adverse action against an employee who complains about harassment or discrimination if such action may likely discourage a reasonable employee from making or supporting a claim of harassment or discrimination. Harassment and discrimination may be based on a protected status as outlined in the Company Equal Employment Opportunity policy as well as protected activities such as testifying at or providing information related to a labor investigation, filing or having filed a workers' compensation claim, or whistleblower status. Examples of adverse action may include, depending on the circumstances, demotion, failure to promote, termination, change of work hours or change of job duties. Another type of retaliation occurs when co-workers ostracize, employ derogatory epithets (verbal, written or gestural) against or otherwise harass an employee because he or she has complained about discrimination or harassment.

It is illegal to retaliate against an employee because he or she complained about harassment or discrimination, even if no harassment or discrimination ever happened. Company policy STRICTLY PROHIBITS any form of retaliation against an employee because he or she complained about harassment or discrimination. If you feel you have been retaliated against based on a complaint, please notify the ESS Administrator immediately.

Employment At-Will

Employment with the Company is on an "at will" basis. Employment at-will may be terminated at the will of either the Company or the employee. Employment may be terminated with or without cause, and with or without notice, at any time by you or the Company. Terms and conditions of employment with the Company may be modified at the sole discretion of the Company with or without cause and with or without notice.

No one other than the ESS Administrator has the authority to create an employment relationship other than on an "at will" basis and may only do so in writing.

No implied contract concerning any employment-based decision or terms and conditions of employment can be established by any other statement, conduct, policy or practice. Examples of the types of terms and conditions of employment that are within the sole discretion of the Company include, but are not limited to, the following:

Promotion; demotion; transfers; hiring and discharge decisions; compensation; benefits; qualifications; discipline; layoff or recall; rules; hours and schedules; work assignments; job duties and responsibilities; production standards; subcontracting; reduction, cessation or expansion of operations; sale, relocation, merger or consolidation of operations; determinations concerning the use of equipment, methods or facilities; or any other terms and conditions that the Company may determine to be necessary for the safe, efficient and economic operation of its business.

Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization. If you are currently employed and have not complied with this requirement or if your status has changed, inform your supervisor.

If you are authorized to work in this country for a limited period, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the Company.

Confidentiality and Trade Secret Information

The Electronic Services System is a public entity established under Chapter 28E of the Iowa Code. As such ESS is subject to the requirements of Iowa law concerning open meetings (Iowa Code Chapter 21) and open records (Iowa Code Chapter 22). As such, most information about the operations of ESS is a matter of public record and not considered to be confidential. However, Iowa law does provide some exceptions including Data Processing Software (Iowa Code Section 22.3A, and Confidential Records (Iowa Code Section 22.7)

As a condition of initial and continued employment with the Company, all current and former employees are expected to conduct themselves in a manner which protects and preserves the Company's proprietary, confidential and trade secret information. "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique, or process, that:

- Derives independent economic value, actual or potential, from not being generally known to the public or to other people who can obtain economic value from its disclosure or use; and
- Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

The following are examples of trade secret information that must be maintained confidentially by employees and former employees.

1. Computer software and programs, proprietary information and other data relating to aspects of the Company finances or unique operations which cannot be obtained from sources other than the Company.
2. Information about the procedures, methods, and means for maintaining the security of ESS computer and software systems.
3. Names and addresses and any related information pertaining to the Company's customers that is not generally known in the public domain.
4. Confidential employee information.
5. All Information protected by the Uniform Trade Secrets Act and any state version thereof.
6. Other confidential information as allowed under Iowa law.

Employees are not prohibited by this policy from engaging in activities for their mutual aid and protection. Employees have the right, without violating this policy, to discuss among themselves issues relevant to their pay, benefits and working conditions or otherwise legally engage in concerted activity.

Questions about whether any information is Confidential or a Trade Secret should be directed to the ESS Administrator.

Conflicts of Interest

Our employees are expected to devote their best efforts and attention to the full-time performance of their jobs. Employees are expected to use good judgment, to adhere to high ethical standards, and to avoid situations that create an actual or potential conflict between the employee's personal interests and the interests of the Company.

A conflict of interest exists when an employee's loyalties or actions are divided between the Company's interests and those of another, such as a competitor, supplier, or customer. Both a conflict of interest and the appearance of a conflict of interest should be avoided. It is not a conflict of interest to engage in protected concerted activity which includes joining with other employees for your mutual aid and protection. An employee who is unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest or the appearance of a conflict of interest should discuss the situation with his or her immediate supervisor for clarification.

This policy does not attempt to describe all possible conflicts of interest that could develop. Some of the more common conflicts from which employees should refrain include the following:

1. Accepting personal gifts or entertainment from competitors, customers, suppliers or potential suppliers.
2. Accepting compensation in any form for public speaking, conducting workshops, honoraria, published works, or similar activities for topics related to Company activities, expertise gained in the course of employment with the Company, or for activities the Company would normally be engaged to perform without advance disclosure and authorization from Company officials.
3. Working for a competitor, supplier or customer while employed by the Company.
4. Engaging in self-employment in competition with the Company.
5. Disclosing Company trade secrets or confidential proprietary information for personal gain to the Company's detriment.
6. Having a direct or indirect financial interest in or relationship with a competitor, customer or supplier, except that ownership of less than 1% of the publicly traded stock of a corporation will not be considered a conflict.
7. Using Company assets, including computers, or labor for personal use. When an employee's interest is adverse to the Company's, the employee will not be authorized to use Company computers or other Company assets that can be used for the employee's personal gain.
8. Acquiring any interest in property or assets of any kind for the purpose of selling or leasing it to the Company.
9. Committing the Company to give its financial or other support to any outside activity or organization except within the ordinary course and scope of employment.
10. Developing a personal relationship with a subordinate employee of the Company that might interfere with the exercise of impartial judgment in decisions affecting the Company or any employees of the Company.

If an employee or someone with whom the employee has a close personal relationship (a family member or companion) has a personal, financial or employment relationship with a competitor, supplier or customer, the employee must disclose this fact in writing. If an actual conflict of interest is determined to exist, the Company may respond to this perceived conflict as the Company deems it is appropriate based upon the circumstances.

Employees may pursue and participate in employment or other business activities outside of normal working hours provided such arrangement neither creates a conflict of interest nor detracts from performance and/or effectiveness while working for the Company and provided the employee does not offer or provide such services to the Company. Any employee who has other employment must disclose such employment to his or her supervisor so that an evaluation can be made as to whether a conflict of interest exists.

The failure to adhere to this guideline, including the failure to disclose any potential conflicts or to seek an exception, will result in disciplinary action up to and including termination.

Work Product

Any work product such as inventions, discoveries, improvements, documents, materials, programs or processes created by the employee while in the employment of the Company, which fall within or are in any way related to the existing or contemplated scope of the business of the Company, shall be considered the property of the Company.

Public Statements and Appearances

All inquiries from the press shall be referred to the ESS Administrator or other designated individual specifically assigned to respond to these inquiries. No employee may speak to the press or any outside third party, and no employee shall act as the spokesperson for the agency without the prior approval from the ESS Administrator. Any employee appearing as a guest speaker or program participant representing the Company either in person, via phone or via the internet, must obtain prior approval from the ESS Administrator and may be required to wear clothing with the Company logo.

If you receive such contact, you should not speak on behalf of the Company and should refer any call requesting the position of the Company to **ESS Administrator**. If you have any questions about this policy or are not certain what to do when such a contact is made, contact **the ESS Administrator or designated representative**.

Business Conduct Policy

A key element to our continued success is each employee's commitment to be guided by certain standards and principles in performing his or her job. It is important that employees be guided by the following:

1. Adherence to all applicable federal, state and local laws and regulations.
2. Protection of our corporate reputation and assets.
3. Responsible action that avoids conflicts of interest and other situations potentially harmful to the Company.
4. Being ethical and honest, including providing truthful information in response to any management inquiry or investigation.

The Company considers work rules, guidelines, and work performance important responsibilities. They are essential to the proper management of our business and ensure that employees work together effectively. When these rules and guidelines are not followed, or an employee's work performance is below Company standards, written disciplinary warnings may be issued.

VIOLATIONS OF COMPANY RULES AND GUIDELINES, OR THE EMPLOYEE'S FAILURE TO IMPROVE WORK PERFORMANCE MAY RESULT IN DISCIPLINARY ACTION, UP TO AND INCLUDING TERMINATION. THE COMPANY RESERVES THE RIGHT TO TERMINATE EMPLOYMENT WITH OR WITHOUT CAUSE AND WITH OR WITHOUT NOTICE.

Prohibited Conduct

1. Possession or use of alcohol or an illegal or controlled substance or being under the influence of alcohol or an illegal or controlled substance while on the job.
2. Making false statements or omitting pertinent information on Company applications,

records of employment, forms or reports, or in the course of participation in Company investigations or in responding to management inquiries.

3. Insubordination: Refusal to obey work orders of supervisors, refusal to perform job assignments or the use of abusive or threatening language toward a supervisor or member of management.
4. Committing any act of violence, threats or intimidation, fighting or using abusive or profane language on Company premises.
5. Theft, unauthorized removal, or willful damage of property belonging to the Company, Company employees or customers. Theft of Company resources.
6. Disregard of safety rules and practices and security regulations including horseplay, wrestling, dangerous practical jokes, or throwing objects.
7. Unauthorized operation of machinery and equipment, or operation of any machinery or equipment that you are not trained and authorized to operate.
8. Unauthorized entry or exit from Company property at any location at any time. Leaving the workplace without properly notifying your supervisor.
9. Substandard or unsatisfactory work performance.
10. Repeated absences or tardiness, including unreported absences.
11. Gambling, in any form, on Company premises.
12. Distribution of non-Company written materials during working time.
13. Any and all forms of solicitation during working times. See the Nonsolicitation/Nondistribution Policy on Page 14.
14. Sleeping or deliberately loafing during working hours.
15. Disclosure of proprietary or confidential Company or customer information.
16. Smoking in non-designated areas.
17. Failure to fully cooperate with any Company investigation as required by management.
18. Any other conduct that is prohibited by law. There is no substitute for good judgment and common sense.
19. Violations of the policies and procedures set forth in this handbook
20. Inaccurate reporting of the hours worked by you or any other employees
21. Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
22. Working unauthorized overtime.
23. Disclosure of Company trade secrets and proprietary and confidential commercially sensitive information (e.g., financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, or trademarks) of the Company or its customers, contractors, suppliers, or vendors.

This is not meant to be a total list of all work rules but rather is illustrative of the type of conduct that will not be tolerated by the Company.

This statement of prohibited conduct does not alter the Company's policy of at-will employment.

Nonsolicitation/Nondistribution Policy

ESS prioritizes a harmonious work environment that minimizes disruption to business operations and respects the focus of employees, visitors, and others. Our nonsolicitation/nondistribution policy aims to ensure a balanced approach to interactions within the workplace.

Solicitation

For the purposes of this policy, solicitation includes various activities such as selling items or services, seeking contributions, or seeking support for an organization. Solicitation, whether conducted verbally, in writing, or electronically, falls under this policy's scope.

During your assigned working hours, soliciting other employees is prohibited. Working hours refers to periods when either you or the employees you intend to solicit are expected to be actively engaged in work-related activities. You are permitted to engage in solicitation during authorized nonworking times, such as breaks, provided that the recipients of the solicitation are also on nonworking time.

Distribution

To ensure cleanliness, organization, and safety, the distribution of nonwork-related literature or items within working areas is prohibited at all times. Working areas do not include break/rest areas, lunchrooms, and parking lots. Electronic distribution of materials during work hours is also not allowed. Any literature that violates the Company's equal employment opportunity (EEO) and nonharassment policies, or knowingly spreads false information, is strictly prohibited. Non-employees are not permitted to distribute materials on company premises under any circumstances.

Statutory Rights and Communication

This policy is not meant to curtail the statutory rights of employees, including their right to discuss terms and conditions of employment. Open communication remains a vital part of our workplace culture.

Reporting Violations

If you become aware of violations of this policy, report them to your supervisor. We appreciate your cooperation in maintaining a respectful and focused work environment.

Corrective Action Process

Our corrective action policy applies to any and all employee conduct which the Company, in its sole discretion, determines must be addressed by discipline. Of course, no discipline policy can be expected to address each and every situation requiring corrective action that may arise in the workplace. Therefore, the Company takes a comprehensive approach regarding discipline and will attempt to consider all relevant factors before making decisions regarding discipline.

Most often, employee conduct that warrants discipline results from unacceptable behavior, poor performance or violation of the Company's policies, practices or procedures. However, discipline may be issued for conduct that falls outside of those identified areas. Equally important, the company need not resort to progressive discipline but may take whatever action it deems necessary to address the issue at hand. This may mean that more or less severe discipline is imposed in a given situation.

When a member of management determines that an employee should be counseled for their behavior or performance, the normal process may include some or all of the following steps:

- Verbal warning
- Written warning
- Performance Improvement Plan
- Suspension
- Termination

The steps taken and the time allowed for resolution are dependent upon the nature and severity of the problem. Any of these steps may be skipped or repeated in accordance with the severity of the performance or behavior being addressed. Acts such as fraud, theft, dishonesty, insubordination, disorderly conduct, violence or threats, unlawful acts, violations of our Business Conduct Policy, and disclosing trade secret or proprietary information are examples of conduct that may result in immediate termination.

Whistleblower Policy

A whistleblower as defined by this policy is an employee of the Company who reports an activity that he/she considers to be illegal or dishonest to one or more of the parties specified in this Policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

Examples of illegal or dishonest activities are violations of federal, state, or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact his/her immediate supervisor, the ESS Administrator, or to Connectify HR at 515- 954-2164. The employee must exercise sound judgment to avoid baseless allegations.

Whistleblower protections are provided in two important areas -- confidentiality and protection against retaliation. When possible, the confidentiality of the whistleblower will be maintained. However, the identity of a Whistleblower may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. The Company will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes he/she is being retaliated against must contact one of the above-identified individuals or the Employee Service Center immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

The Company will fully investigate all complaints/reports of suspected unethical or fraudulent activities. All reports of illegal and dishonest activities will be promptly submitted to the ESS Administrator, the ESS Coordinating Committee, or other appropriate party, depending on the nature of the complaint, who will be responsible for investigating and coordinating corrective action.

Use of Alcohol, Illegal Drugs or Controlled Substances

The use or possession of alcohol, illegal drugs or controlled substances on the job constitutes a potential danger to the welfare and safety of employees and exposes the Company to the risks of property loss or damage, or injury to other persons. The Company has a vital interest in maintaining safe and efficient working conditions for its employees and ensuring that all Company vehicles are properly maintained and operated in a safe manner.

The use of prescription drugs and/or over-the-counter drugs may affect an employee's job performance and seriously impair the employee's value to the Company. Any employee who is using prescription and/or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, should not report for work during the time he or she is using the medication. You may be required to provide a doctor's note validating your need for time off due to the use of medication which interferes with your ability to safely perform your duties. You should use any accrued PTO during this time period. If you do not have accrued leave, you should discuss your need for time off with your supervisor or the ESS

Administrator to determine if an accommodation may be made.

Company rules and standards of conduct apply to all employees either on Company property (owned or leased) or during the workday (including meals and rest periods). The following are strictly prohibited by the Company:

1. Possession or use of alcohol, or being under the influence of alcohol while on the job, except in cases when approved alcohol consumption occurs at a Company or business social event.
2. Driving a Company vehicle while under the influence of alcohol or a controlled substance.
3. Distribution, sale, purchase or use of an illegal or controlled substance while on the job.
4. Possession or use of an illegal or controlled substance or being under the influence of an illegal or controlled substance while on the job.
5. Being under the influence of a controlled or prescription drug while at work if it in any way negatively affects the employee's ability to perform his or her job in a safe and efficient manner.

Employees are encouraged to take advantage of all assistance and resources made available by the Company through our Employee Assistance Program, which provides free, confidential resources and counseling for substance abuse as well as other personal matters.

As a condition of employment, an employee must notify the organization of any drug and or alcohol related conviction no later than two days after the conviction.

Violation of the above rules and standards of conduct will not be tolerated and will result in disciplinary action, up to and including termination of employment.

Consumption of Alcohol at Company Sponsored or Business Events

An employee attending a Company-sponsored or business event in social capacity is permitted to drink alcoholic beverages which are served at the event. However, alcohol should be consumed in moderation, and becoming intoxicated or drinking to the point where professional behavior becomes compromised is not permitted. Employees who are working at an event to serve guests or performing other event-related duties may only drink alcoholic beverages if advance permission has been given by the ESS Administrator. Operating a vehicle while legally intoxicated is illegal and always prohibited by the Company.

You are encouraged to make arrangements for safe transportation if you feel that you are not able to operate a vehicle within the requirements of the law. Violations of this policy will result in disciplinary action up to and including termination.

Smoking and Tobacco Use

Smoking, tobacco use, or devices including electronic or vapor delivery devices and other related products are prohibited in all areas of our facility including the exterior areas of Windsor Office Centre 1 and the parking lot. You should, at all times, exercise extreme care and caution regarding the fire hazards associated with smoking. We ask that you keep your smoking to a minimum and be considerate of your fellow employees, by smoking during designated break times.

The Company will comply with the Iowa Smokefree Air Act and expects that employees also comply with these regulations. A copy of the law is available to employees upon request or at <https://smokefreeair.iowa.gov>.

Personal Information

ESS is responsible for maintaining your personnel record. Company policy requires all employees' personnel files to be maintained confidentially and stored in a secure location. This is

the Company practice and only those with a business “need to know” will be permitted to view an employee’s file, except where required by law.

Updating Your Personal Information

Should your personal information change, please ensure it is updated in your employee portal in PrismHR [Employee Portal](#). Should the change be one you are not able to make online, please contact your supervisor or Connectify HR. The Company and Connectify should always have the following current information on file for all employees:

- Legal Name
- Home Address and Phone Number
- Home Email Address
- Emergency Contact

References and Employment Verifications

The Company has adopted this policy regarding the providing of references or verifications of employment for past or present employees to protect both employees and The Company from allegations of defamation and possible litigation.

Employees may not provide professional references for employment, for past or present employees unless specific written permission has been given to do so by the ESS Administrator.

This includes writing letters of reference, making recommendations on social networking sites (such as LinkedIn), and responding to inquiries from outside parties by phone or in writing. If an employee is asked to provide a reference for a past or present employee, they should refer the party seeking the reference to the ESS Administrator, who has the authority to provide references. The Company will normally respond to only written inquiries when specific information is requested. However, the Company reserves the right to release any accurate and truthful information it deems appropriate at its discretion without authorization.

Any requests made to an employee of the Company for a verification of employment or personal information of a past or current employee, such as address or telephone number, should be referred to the ESS Administrator. ESS may provide the details to Connectify to complete.

Letters of Reference

Employees are not permitted to write professional letters of reference for present or former employees without written permission from the ESS Administrator. Any employee writing a **personal** letter of reference or recommendation on behalf of a present or former Company employee may not reference the Company or the employee’s work record without specific permission from the ESS Administrator.

Professional Appearance

All personnel are required to dress professionally and appropriately during regular business hours or while working at the office. Good judgment and taste are always required. Each employee is a representative of the Company in the eyes of our clients and the public, so it is important that each employee report to work properly groomed and wearing appropriate dress. In addition, items of clothing that display sexual or other potentially offensive statements, logos or designs are prohibited. Employees who report to work inappropriately dressed may be asked to leave and return in acceptable attire.

Dress Code

Specific questions about the Company Dress Code should be directed to your supervisor and if questions remain the ESS Administrator will make the final determination.

Clothing considered unprofessional includes, but not limited to:

- Clothing that reveals front or back cleavage, stomach or back or underwear is not appropriate for a place of business.
- See-through garments, halter tops, bare midriff/back tops, tank tops with spaghetti straps/muscle shirts, low-cut blouses, and low-cut pants (tank tops can be worn under garments that provide more coverage and see-through garments can be worn over garments, which provide coverage).
- Scrubs, pajamas
- Pool/beach attire including beach sandals, slippers and casual thongs/foam flip-flops
- Cut offs, short shorts
- Jeans with holes
- Items that are worn, ripped, frayed, torn or unkempt
- Items advertising alcoholic beverages, drugs, drug paraphernalia, gang attire, or tobacco products
- Items containing obscene, profane, discriminatory, provocative or inflammatory words or pictures

Body Modification Not Covered by Clothing:

Body modification/art shall not be visible. Body modification includes but is not limited to piercing, stretching, dental ornamentation, tattooing, branding, and ear/tongue shaping. Tattoos and other body art not covered by clothing must otherwise be professionally covered. Body piercing jewelry will only be worn on the ear. Multiple earrings that are disruptive to the work environment are inappropriate, or cause safety concerns are not allowed. Tongue rings, ear gauging, and other visible body piercings are not allowed.

Violations will be addressed as insubordination with disciplinary action, up to and including termination. Reasonable accommodation will be made for employees' religious beliefs if possible, consistent with the business necessity to present a professional appearance. The ESS Administrator must give approval for accommodations. Additional requirements may be applied to specific work areas due to the condition of the worker, the setting, and employees are required to wear safety equipment as appropriate.

Equipment, Tools and Uniforms

You are responsible for the safekeeping and maintenance of equipment, tools and uniforms that are furnished to you for your use on the job. If you leave the employment of the Company or are transferred to another department, you must return all equipment, tools or uniforms that were loaned to you. Unauthorized retention of Company property or failure to return Company property is considered theft. Any lost equipment or equipment damaged beyond normal wear and tear is your responsibility and replacement or payment is expected.

Personal Telephone Calls

The Company recognizes that employees will need to make personal telephone calls from time to time. Please keep in mind that Company phone lines are generally intended for business use.

Personal calls should be limited in frequency and duration. No use of the Company Video Conferencing service is permitted without advance supervisor approval and the cost of such calls must be reimbursed upon completion. Abuse of personal telephone privileges will lead to disciplinary action up to and including termination.

Cell Phones

Personal cellular phones may be carried on your person. However, receiving and placing personal cell phone calls should be limited in frequency and duration and generally reserved for emergencies and unusual circumstances. Please inform your friends and families of this policy. If the Company finds that excessive personal calls are interfering with Company work, a requirement that all cell phones be turned off during business hours will be implemented. Personal cellular phones should be set on "silent" or "vibrate" modes during work hours especially when meetings are in progress. Sending or receiving of personal text messages should be limited in frequency and duration except during your lunch or break.

Employees are prohibited from using cell phones (even with a hands-free device) while operating a Company, personal or rented vehicle for Company business, regardless of whether the employee is on Company time or personal time. Employees are also prohibited from using a cell phone or hands-free device at all times when driving a Company vehicle, owned or rented.

Exception: In an emergency situation, an employee may use a cellular phone while in a vehicle for the purpose of dialing 911 or another number to reach an emergency services provider (police, fire, ambulance). However, such telephone calls must be made while the vehicle is not moving. The above prohibitions against the use of cell phones also apply to sending, composing or reading text messages on devices of any type.

Employees who make or receive an excessive amount of personal cell phone calls or text messages or who are otherwise in violation of this policy will be subject to disciplinary action up to and including termination.

Personal Relationships in the Workplace

The employment of relatives, married couples or persons involved in a romantic relationship may cause conflicts, raise issues of favoritism and damage employee morale.

A "relative" is any person who is related to another employee by blood or marriage. A relative is also any person who is related to another employee by law, for example, by adoption, guardianship or as registered domestic partners.

A "romantic relationship" is one that could be reasonably expected to become a close consensual or sexual relationship regardless of the gender or sexual orientation of the employees involved. "Dating" is included in the definition of "romantic relationship."

A supervisor may not oversee a related employee. An employee in a "romantic relationship" may not be supervised by the romantic partner. A supervisor involved in a "romantic relationship" with another employee or applicant must immediately disclose the relationship to the ESS Administrator. A supervisor who is related to another employee or applicant must immediately disclose the relationship to the ESS Administrator.

A supervisor who fails to follow this policy of disclosure can be disciplined or terminated.

Related or romantically involved employees who are employed in supervisor/subordinate positions have ten (10) working days to decide which employee will transfer to an available position or resign.

Related or romantically involved employees in any position, who the Company determines have raised a conflict of interest or potential conflict of interest, shall have ten working days to decide which employee will transfer to an available position or resign.

If the employees involved are unable to agree which employee will resign or transfer, the Company will transfer, or when no position is available, terminate, one of the employees involved.

The Company shall decide whether a transferring employee is qualified for the new position.

Employees in a romantic relationship shall refrain from displays of affection or excessive conversation during work hours, at Company functions or on Company property. This policy is designed to provide safeguards so that the workplace is not compromised by interpersonal relationships. This policy does not prohibit and will not be enforced in any manner which could interfere with, restrain, or coerce employees from engaging in concerted activities including the right to discuss terms and conditions of employment.

PAYROLL AND WORK HOURS

Employment Status

Full-time employees are those employees who generally work thirty (30) or more hours per week. All full-time employees shall be eligible to receive all of the benefits set forth by the Company which may change from time to time.

Part-time employees are those employees who work less than thirty (30) hours per week. Part-time employees are not eligible to participate in any insurance plans adopted by the Company, nor any other fringe benefit programs unless they specifically apply to part-time employees, or where mandated by law.

Temporary employees are those employees hired for a particular task. Irrespective of the amount of time necessary to complete that task, such employees shall not by the passage of time be converted to full-time employees. Temporary employees shall not be eligible to participate in any insurance plans adopted by the Company, nor any other fringe benefit programs, except where mandated by applicable law.

Work Hours, Rest and Meal Periods

All employees are expected to work their regularly scheduled work hours, and deviations from normal hours should be approved in advance. Generally, full-time employees work an eight-hour shift with a 30-minute or 60-minute meal period. Ten-minute paid rest periods are provided for every four hours of work or major portion thereof; generally mid-morning and mid-afternoon. Your supervisor will designate your normal work hours and schedule your meal and rest periods as necessary. Variations in normal work hours may be considered subject to the written approval of the ESS Administrator. Meal periods are unpaid and not counted as part of the eight-hour work shift. Meal and rest periods may be used to substitute for late arrival or early departure provided that other staff are available to maintain office operations and subject to the approval of the ESS Administrator.

Non-exempt employees are not permitted to perform any type of work during unpaid lunch breaks or rest periods.

Attendance, Absence and Punctuality Standards

Prior to taking a leave of absence for purposes of vacation, military leave, bereavement leave, jury duty, personal leave, or other planned absence, an Employee Leave Request should be submitted to your immediate supervisor for approval at least two weeks prior to the scheduled leave date, unless the request is due to an unexpected emergency or event. The nature of an emergency, without any specific medical information if applicable, should then be shared with the supervisor. Generally, it is expected that planned absences such as a vacation or typical PTO requests will be brought forward during regularly scheduled team meetings for the purposes of sharing calendars and ensuring that operational coverage is in place.

As a general job requirement, all employees are expected to work on a regular and consistent basis to complete their regularly scheduled hours per week. Excessive absenteeism or tardiness may result in disciplinary action, up to and including termination. Disciplinary action taken due to absenteeism will be considered following a review of the employee's absences, reasons for such absences, and overall work record.

An employee who does not call or report to work for three consecutive workdays will be considered to have voluntarily resigned employment with the Company, unless there are extenuating circumstances.

Employees are expected to report to work as scheduled, on time and prepared to start work. Employees are expected to remain at work for their entire work schedule, except for meal periods or when required to leave on Company authorized business. Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided. Employees should regularly update their supervisor and other team members of changes in schedule or when delays in arrival or starting work occur. Updates should be provided via text or instant messaging whenever possible.

Personal appointments should be scheduled during non-work hours whenever possible unless approved in advance by your supervisor or ESS Administrator. Requests for an adjustment in the normal work schedule to accommodate personal appointments will be accepted. Otherwise, it is expected that PTO will be used for absences associated with personal appointments.

If it is not possible to be at work at the scheduled time, an employee shall make contact with and receive a response from his or her supervisor or other appropriate person in the department before the start of his or her scheduled work time on each and every day of absence except when there are extenuating circumstances. In all cases of absence or tardiness, employees must provide their supervisors with an honest reason or explanation. Excessive absenteeism or tardiness (excused or unexcused) will not be tolerated.

Part-time office staff and temporary office staff shall work according to the schedule designated by their immediate supervisor.

Breaks for Nursing Mothers

The Company supports the rights of nursing mothers who are returning to work following the birth of a child. The Company will provide reasonable unpaid break time or permit an employee to use existing break time or mealtime each day to express milk for her nursing child for up to one year following childbirth. The Company will make reasonable efforts to provide a room or other location where an employee can express milk in privacy in accordance with applicable laws and regulations. Employees shall provide their manager with notice of a need for such breaks. Breaks will be scheduled to minimize disruption to normal business operations.

Inclement Weather

During severe weather, all reasonable considerations will be made when deciding whether to open or keep the Company open to the public. In the event that heavy snow or severe weather occurs during non-working hours, supervisors or the ESS Administrator will notify employees via text or instant message before the beginning of their scheduled shifts if the Company will be closed for the day or a portion of the day. If road conditions in the area are unsafe for travel, employees should communicate their supervisor via phone, text or instant message before the beginning of their scheduled shift. If severe weather conditions occur during working hours, management will decide if it is necessary to close the facility. Except when remote work is authorized by the ESS Administrator hourly personnel will not earn pay when the Company closes due to weather conditions. Available paid time off must be used to cover the time lost. When severe weather is predicted and remote work may be authorized, employees are expected to secure the necessary materials and equipment so that remote work can be performed.

Remote Work

ESS will support remote work in various circumstances. Remote work entails the performance of required job duties, but outside of the designated ESS business office. Remote work may be performed at home, in a coffee shop or other suitable public environment, or in a hotel or business center while traveling. Circumstances justifying Remote Work may include inclement weather, health advisories, natural disasters, school closures or other events. Other circumstances may relate more to the nature of the work being performed such as computer coding, research or writing, and in some cases employees in those circumstances may have regular Remote Work schedules. All Remote Work arrangements, regardless of reason, will be considered on a case-by-case basis and is subject to the approval of the ESS Administrator. If Remote Work is authorized for an employee, it can be revoked or changed at any time based on business need and/or individual circumstances. Remote work must be accurately logged according to the practices described below in the Paydays and Time Records section.

Team Collaboration

Remote work is a practice supported by ESS. However, team collaboration, organic learning, and relationships are also important. All ESS employees, including any who have been authorized to primarily work in a remote location, may be required to conduct face-to-face meetings or to conduct work in the designated ESS business office. ESS employees may be required to engage in team activities such as planning meetings, paired programming, or other joint face-to-face activities. ESS employees may also be required to conduct work in the designated ESS business office for a minimum period of time each week. These activities will be determined by the ESS Administrator.

Overtime Policy

Overtime pay will be paid to hourly, non-exempt employees as required by applicable state law or federal law. For purposes of determining which hours constitute overtime, only actual hours worked in a given workday or workweek will be counted unless otherwise required by law. On occasion, you may be required to work overtime. Refusal to work required overtime will result in disciplinary action. OVERTIME MUST BE APPROVED BY MANAGEMENT, IN ADVANCE, IN WRITING. Failure to obtain prior approval for overtime will result in disciplinary action.

Paydays and Time Records

It is Company policy and practice to accurately compensate employees in compliance with all applicable state and federal laws.

To ensure you are paid properly for all time worked and that no improper deductions are made, it is your responsibility to accurately record all time worked and review your paychecks promptly to identify and report any errors. Company policy prohibits engaging in off-the-clock or unrecorded work.

All ESS Employees are expected to timely log their work in the Company JIRA project and work management systems. Software developers and in some circumstances customer support staff are required to log time associated with work on specific issues (sometimes referred to as tickets) which may include coding, system maintenance, support issues which have been escalated to the development team or software testing. ESS administrative staff are expected to log time using the JIRA Work Management project hierarchy approved by the ESS administrator. Work shall be logged by the quarter hour to the extent possible. Time reporting is required for the purposes of compensation, time and project management, asset documentation, and performance accountability.

Employees required to submit time records must do so by the date set by their immediate supervisors. The time record should show all hours worked and PTO or leave hours.

By updating and submitting your time record through established Company procedures, you are affirming that all work and meal periods indicated on your time record are correct and that you have been given the opportunity and were expected to take your paid rest breaks.

Deductions from Pay

An employee's pay will be subject to required deductions for state, federal or local taxes and social security. Voluntary deductions agreed to in writing may be made, for example, for health, dental or life insurance premiums, or voluntary contributions to a retirement plan, if applicable.

Exempt employees will receive their full salary for any workweek in which work is performed. However, under federal law, an exempt employee's pay may be subject to deductions, absent state law to the contrary. Examples of permissible deductions include:

- Full day absences for personal reasons, including PTO;
- Full day absences for sickness or disability if an employee's PTO balance under the Company plan balance has been exhausted;
- The first or last week of employment, in the event you work less than a full week.

This list is not all inclusive.

In a work week in which work is performed, an exempt employee's pay will not be reduced for any of the following reasons:

- Partial day absences for personal reasons, sickness or disability;
- An absence because the facility is closed on a scheduled work day;
- Absences for jury duty, or attendance as a witness;
- Any other deductions prohibited by state or federal law.

Please note: Employees will be required to use accrued PTO time for full or partial day absences for personal reasons, sickness or disability. However, an exempt employee's pay will not be reduced for partial day absences if they have exhausted their PTO.

Time Records

Completing another employee's time record, allowing another employee to complete your time record, or altering a time record, is considered a falsification of Company documents and is grounds for disciplinary action. If any manager or employee instructs you to: 1) incorrectly or falsely under- or over-report your hours worked; 2) alter another employee's time records to inaccurately or falsely

report that employee's hours worked; or, 3) conceal any falsification of time records, do not do so but instead report it immediately to the ESS Administrator.

Paydays

There are 26 paydays every calendar year. Employees are paid every other Friday for two weeks of work through the previous Saturday. The Company's seven-day workweek is from 12:00 a.m. Sunday through 11:59 p.m. the following Saturday.

If a payday falls on a holiday, paychecks will be available the prior business day unless the Company specifies otherwise.

The Company makes every effort to ensure employees are paid correctly. Occasionally, however, unintentional errors happen. Mistakes brought to our attention will be promptly corrected.

Please review your pay stub upon receipt to ensure it is accurate and if you believe a mistake has happened you should report it as follows. If you believe your wages have been subject to any improper deductions, your pay does not accurately reflect all hours worked, or you have inadvertently been overpaid, you should report your concerns to your supervisor and/or human resources. The Company will promptly investigate and make corrections, as appropriate.

The Company will not allow any form of retaliation against individuals who report alleged violations of this policy or who cooperate in any investigation of such reports.

Direct Deposit

Electronic Services System encourages all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, visit the Connectify PrismHR portal to enroll, if you have not done so already. Typically, the bank will begin the direct deposit of your payroll within 10 calendar days after you submit your completed form. If you have selected the direct deposit payroll service, a written explanation of your deductions will be provided to you on paydays (via the Connectify PrismHR portal) in lieu of a check.

For assistance or questions regarding Prism HR, please contact Connectify at 515-954-2164.

Performance Reviews

ESS employees will receive a periodic performance review generally corresponding with an employee's anniversary date or the date of the last review. Compensation adjustments or other actions may result from a performance review as described under Employment At-Will.

Connectify HROnline Access

You may view your past and current paycheck stubs and W2 forms online through the Prism HR Employee Portal [Employee Portal](#). You can also access the Portal to make changes to your tax withholding information, update your direct deposit accounts, edit your address and emergency contact information, and access benefit enrollment options. For assistance or questions regarding online Portal access, please contact Connectify HR at 515.954.2164.

Expense Reimbursement

Expenses incurred in connection with the Company's business will be reimbursed as set forth below. Claims for reimbursement must be submitted on the Company Expense Reimbursement form. Expense reports must (1) be prepared monthly, (2) contain the reimbursable expenses incurred during the prior monthly period along with supporting documentation (e.g. receipts for

meals, mileage reports, etc.), (3) be signed by the employee, (4) be submitted during the first week of the month, and (5) be approved by the ESS Administrator. Reimbursement rates for travel, meals and lodging may differ between in-state and out-of-state travel. The ESS mileage reimbursement rate is the optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes as determined by the U.S. Internal Revenue Service. Prior written authorization by the ESS Administrator is required for all reimbursable expense activities.

ESS Credit Card Use

ESS may make payment for certain services and equipment using a Company credit card. Use of the Company credit card is subject to the approval of the ESS Administrator. All credit card transactions are documented and reported monthly. Receipts for credit card transactions must be uploaded to the Company financial reporting system (Right Networks) in PDF format. File names for receipts must include the vendor name, the invoice or transaction number and the date of the transaction.

Any unauthorized purchases made with a credit card issued by the Company will be the employee's responsibility. You must reimburse any such purchase to the Company within 30 days.

Immediately report lost or stolen Company cards to your supervisor. Failure to follow this policy may result in disciplinary action up to and including termination.

Employee Separation Procedures

While the decision to begin the employment relationship is consensual, the same is not always true when the time comes to terminate the employment relationship. As an at-will employer, the Company may end the employment relationship at any time, with or without cause or notice.

The Company requests that employees who choose to separate their employment provide written notice to their supervisors stating their last date of employment and the reason for leaving. A two-week notice of resignation is requested. It is management discretion to determine whether allowing the departing employee to work during the notice period will be beneficial or detrimental to business operations upon receipt of resignation notice.

In the event that you're no longer employed, you must return all property owned by the Company upon the earlier of the Company's request or upon your departure.

An employee must return all Company equipment before the last day of employment including but not limited to, all keys and/or access cards, Company telephones and/or radios, and charge card (if issued).

Please refer to our Paid Time Off policy regarding payment of time off benefits upon separation from employment.

BENEFITS, TIME OFF, AND LEAVE OF ABSENCE POLICIES

Employee Benefits

An extensive benefits program is offered to regular, full-time employees.

You may become eligible for some or all listed benefits outlined below. A more detailed description of these benefits will be provided by Connectify HR at the time you become eligible.

If you have any questions regarding any of the benefit plans, please contact your HR Partner or the Benefits Department at Connectify HR by e-mailing, benefits@connectifyhr.com or (515) 207-0720.

Benefits for new employees will begin on the first of the month following date of hire. You will receive an e-mail soon after your employment begins to make your benefit elections online.

You will have 5 days to make your elections as a new hire and will have the opportunity to make changes to your benefits during annual benefit enrollment. To make changes during the plan year you must experience a life event, such as marriage, birth, divorce, or loss of other coverage, and should contact the benefits department at the email or number above, if you have questions regarding these changes.

- Medical Insurance
- Dental Insurance
- Vision Insurance
- Basic Term Life Insurance
- Voluntary Term Life Insurance
- Employer Paid Short-Term Disability
- Employer Paid Long-Term Disability
- Pre-Tax Flexible Spending Account
- Pre-Tax Dependent Care Account
- Group Voluntary Plans for Accident and Critical Illness
- Group Voluntary legal & Identity Theft Protection

COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible employees and their beneficiaries to continue health insurance coverage under the Company health plan when a "qualifying event" could result in the loss of eligibility.

Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements. Contact the Benefits Department at Connectify HR by e-mailing, benefits@connectifyhr.com or (515) 207-0720 to learn more about your COBRA rights.

Paid Time Off

ESS provides employees with paid time off (PTO). PTO may be used for any reason.

Eligibility

All regular full-time and part-time employees are eligible to accrue PTO immediately upon hire.

Deposits Into Your Leave Account

Full-Time Employees:

PTO is accrued each pay period and is based on years of service.

Completed Years of Service	Days Earned Per Year	Hours Accrued Per Pay Period Worked
0 – 3 Years (Less than 36 months)	15 days (120 hours)	4.62
3 years (36 months)	20 days (160 hours)	6.15

The Company may pro-rate PTO hours for employees working 30-39 hours per week accordingly.

Part-Time Employees:

PTO is accrued for each hour worked during a pay period and is based on years of service.

Completed Years of Service	Part Time Employees Days Earned Per Year	Hours Accrued Per Hour Worked Per Pay Period
0 – 3 Years (Less than 36 months)	Up to 11 days (88.5 hours)	0.05775
3 years (36 months)	Up to 14.75 days (118 hours)	0.076875

Carry Over

PTO will roll over from one anniversary year to the next.

Full-time employees may accumulate up to 30 days of PTO (240 hours for full-time employees). Upon reaching this maximum amount, an employee will stop accruing PTO until he or she has used time and once again falls below the full-time maximum.

Part-time employees may accumulate up to 22 days of PTO (176 hours). Upon reaching this maximum amount, an employee will stop accruing PTO until he or she has used time and once again falls below the Full-time or Part-time maximum.

Leave Usage and Requests for Leave

The Company encourages you to use your PTO time. You will begin accruing PTO on your date of hire, and can utilize as it accrues.

Prior to taking PTO, employees should submit an Employee Leave Request to their immediate supervisor for approval, at least two weeks prior to the scheduled leave date, unless the request is due to an unexpected emergency or event. The nature of an emergency, without any specific medical information if applicable, should then be shared with the supervisor. Generally, it is expected that planned absences such as a vacation or typical PTO requests will be brought forward during regularly scheduled team meetings for the purposes of sharing calendars and ensuring that

operational coverage is in place.

You must take PTO in increments of at least .25 hours.

Time Off pay is based upon normal hours (40 hours per week, in most cases) and will be based on an employee's regular rate of pay excluding overtime, commissions and discretionary bonuses, if any.

Consistent with work requirements, every effort will be made to give you the time off you prefer. In the event that you and another employee select the same time for your vacation and both of you cannot be off at the same time, length of service will be the determining factor. Vacation scheduling is performed at least 30 days in advance and approval is at the sole discretion, and is the responsibility, of the Company. You are encouraged to request time off early. The Company reserves the right to schedule employees' time off based on business necessity.

In order to receive PTO, you must take your time off. Payment in lieu of using PTO will not be made.

Payment of PTO upon Separation From Employment

Full-time employees will be paid for up to 80 hours of accrued and available (unused) Paid Time Off (PTO) upon separation from employment, whether voluntary or involuntary, except in the case of termination for serious misconduct.

Part-time employees will be paid for up to 40 hours of accrued and available (unused) Paid Time Off (PTO) upon separation from employment, whether voluntary or involuntary, except in the case of termination for serious misconduct.

Employees terminated for serious misconduct will not be paid for accrued and available PTO upon separation from employment. Serious misconduct includes, but is not limited to: theft or embezzlement, unlawful acts, harassment, workplace violence or threats, and breaching Company or customer confidentiality.

Holidays

The Company observes 10 paid holidays per year:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Friday after Thanksgiving
- Day before Christmas
- Christmas
- Two floating holidays

Floating holidays will be designated by the ESS Administrator. However, an employee may request that they be allowed to utilize a floating holiday on another workday, or in conjunction with another day associated with a celebration of their culture or heritage. Use of a floating holiday is subject to the approval of the ESS Administrator.

An employee who is a veteran will be permitted to take the Veterans Day Holiday off if they would normally be scheduled to work, provided they submit a request at least 30 days in advance. The day will be granted without pay, or available PTO may be used.

Regular full-time employees receive holiday pay based on their normal straight time compensation

for one full workday (eight hours). Regular part-time employees receive holiday pay based on their normal straight time compensation for one-half work day (four hours). Persons on temporary assignments do not receive holiday pay.

To the extent allowed by state and federal law, unexcused absences on the workday immediately preceding and following a holiday will result in ineligibility for holiday pay.

For the purpose of holiday pay, illness immediately preceding or following the holiday must be confirmed by a doctor's note.

When a holiday falls on Saturday, it is usually observed on the preceding Friday. When a holiday falls on a Sunday, it is usually observed on the following Monday. However, the Company may close on another day or grant a floating day off instead of closing as noted previously. Holiday observances will be announced in advance.

Time Off to Vote

Employees are encouraged to participate in the political process by voting in public elections. In general, an employee who wishes to vote is expected to do so before or after his or her scheduled shift. However, the Company understands that there may be times when your work schedule might not leave you enough time outside of your shift to vote. If, on the day of any election, you do not have three consecutive hours outside your scheduled shift during which the polls are open for voting, you will be granted such paid time off as will, when combined with your nonworking hours, provide you with three consecutive hours to vote. Each employee who wishes to obtain time off to vote must provide advance written notice (prior to Election Day) to his or her supervisor. The Company will designate the particular hours you may take off work to vote. Employees are encouraged to take advantage of any available early voting opportunities.

No employee will be penalized or retaliated against for requesting time off to vote.

Pregnancy Disability Leave

Pregnancy Disability Leave will be granted to an employee irrespective of their length of service. Leave for the birth of a child should be requested a minimum of 60 days in advance of the beginning of the leave. An employee will be required to provide a doctor's certificate estimating the starting date and length of leave required by the employee. A release from the employee's physician will also be required upon returning to work.

An employee will be granted an unpaid leave of absence for the period of time they are disabled due to pregnancy, childbirth, or related medical conditions, or for up to eight weeks, whichever is less. The duration of pregnancy disability leave will be determined by the employee's doctor. Additional leave beyond the period of disability may be requested and granted at the company's discretion but will not be considered job-protected leave and reinstatement is not guaranteed. An employee will be required to use available Paid Time Off (PTO) and/or Short-Term Disability benefits for her otherwise unpaid pregnancy leave. Use of PTO or short-term disability benefits will not extend an employee's leave period. Once available PTO time is exhausted, the leave will continue unpaid.

An employee will be reinstated to her original job or to a position of comparable status and pay, without loss of accumulated seniority at the conclusion of approved leave of eight weeks or less in duration.

Personal Leaves of Absence

ESS recognizes that you may need time off from work in special circumstances that other leave policies may not address. In such cases, you may request a personal leave of absence.

Requesting Leave

Requests for personal leave should be limited to unusual circumstances requiring an absence of longer than two weeks. Prior to taking a leave of absence, an Employee Leave Request should be submitted to your immediate supervisor for approval at least two weeks prior to the scheduled leave date, unless the request is due to an unexpected emergency or event. The nature of an emergency, without any specific medical information if applicable, should then be shared with the supervisor. The request should include the reason for the leave as well as the dates you expect to begin and end the leave.

Job performance, absenteeism, and departmental requirements will be taken into consideration before a request is approved.

Requests for unpaid personal leave may be denied or granted for any reason and are within the sole discretion of the Company. Unscheduled short-term leave without pay is disruptive to the Company's staffing goals and such leave, unless required by law, will be granted only under emergency circumstances. Excessive absenteeism will result in disciplinary action up to and including termination.

Employees will be required to use all available paid leave balances prior to taking an unpaid personal leave of absence. A personal leave of absence without pay may be granted at the discretion of the Company. Unpaid personal leave for illness and injury is governed by Company policy and federal and state laws.

PTO will not accrue during an unpaid personal leave of absence. Holidays that occur during an unpaid personal leave of absence will not be paid.

Benefits While on Leave

Your Company-provided benefits will be continued at the same level and under the same conditions as prior to the leave, for up to 12 weeks.

The company will pay the full monthly premium for all benefits you are enrolled in while you are out on personal leave. You will then be responsible for payment of your portion of the insurance premium when you return, by way of payroll deductions. Please note, if you do not return from an approved leave of absence, you may be required to repay ESS for your portion of the insurance premium that was not collected while you were on leave.

If you are on a personal leave of absence that exceeds 12 weeks, the Company will provide you with information about your rights under COBRA and/or applicable state continuation coverage policies.

Extension of Leave

You are required to return from unpaid personal leave on the originally scheduled return date. If you are unable to return, you must request an extension of the leave in writing at least two weeks in advance of the return date. Leave extensions will be considered on a case-by-case basis. If the Company denies the extension request, you must return to work on the originally scheduled return date or be considered to have voluntarily resigned from your employment.

Return to Work

In advance of your scheduled return date, your supervisor will arrange for you to resume your previous position, if available. However, the Company's need to fill a position may override the ability to hold a position open until your return. Therefore, we cannot assure our ability to reinstate you to any position after your leave. The Company retains the discretion to determine the similarity of any available positions and your qualifications. If we are unable to reinstate you or you refuse the offer of reinstatement to a different position, your leave status will be changed to a voluntary termination.

When an employee is ready to return to work following a leave of absence for illness or injury, a written release from the treating physician must be provided to the employee's supervisor or the ESS Administrator.

Failure to Return from Leave

If you fail to return to work after an unpaid leave of absence, you will be considered to have resigned your employment.

Alternative Employment

While on an unpaid leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the Company. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

The Company will not pay the Health Care premiums of any employee or if applicable an employee's dependents during a leave of absence unless such payment is required by state or federal law. Contact a Paychex representative or the Employee Service Center at (800) 822-8704 for information on continuation of benefits.

Employees are required to use PTO for personal absences of duration shorter than two weeks. If an employee does not have sufficient accumulated PTO, a leave without pay may be granted at the Company's discretion. However, unscheduled short term leave without pay is disruptive to the Company's staffing goals and such leave, unless required by law, will be granted only under emergency circumstances. Excessive absenteeism will result in disciplinary action up to and including termination.

When an employee is ready to return to work following a leave of absence for illness or injury, a written release from the treating physician must be provided to the employee's supervisor or the ESS Administrator.

Bereavement Leave

Bereavement leave is available to full-time employees in the unfortunate case of a death in the family. In the event of the death of a current spouse, child, parent, legal guardian, brother, sister, grandparent, grandchild, or, mother-in-law, father-in-law, son-in-law or daughter-in-law, you may take up to three consecutive scheduled workdays off with pay with the approval of the ESS Administrator. Your supervisor may approve additional unpaid time off.

Jury Duty or Witness Leave

The Company encourages employees to serve on jury selection or jury duty when called. Full-time employees who have completed at least one year of employment will receive up to five days of paid leave in any 12-month period while serving on jury duty, provided the proper documentation is

submitted. You should notify your supervisor of the need for time off for jury duty as soon as a notice or summons from the court is received. You may be requested to provide written verification from the court clerk of having served. If work time remains after any day of jury selection or jury duty, you will be expected to return to work for the remainder of your work schedule.

Employees who receive a subpoena to be a witness at a hearing or trial will be granted Witness Leave according to the same requirements for Jury Duty above. Witness Leave is not granted if you volunteer to be a witness.

You may retain any mileage allowance, fees, etc., paid by the court for jury or witness service.

Coverage Under the Family and Medical Leave Act (FMLA)

At this time, the Company is not considered a covered employer under the Family Medical Leave Act because we do not have 50 employees. Employees are not currently afforded job protection for leaves of absence under this Act. Please direct any questions to your supervisor or to Connectify HR at 515-954-2164.

Military Leave

Eligibility

Generally, an employee returning from military leave (including temporary leave to perform service as a member of the National Guard or the U.S. Armed Forces reserves) is guaranteed reemployment and other rights as long as he or she complies with certain notification and other requirements. An employee is protected if he or she meets the following criteria:

- The employee gave notice that (s)he was leaving the job for military service (unless military necessity or other extenuating circumstances precluded the notice):
- The period of service was five years or less;
- The employee was not discharged from service under dishonorable or other punitive conditions; and
- The employee must have reported to his/her civilian job in a timely manner or submitted a timely application for reemployment.
- In some cases, military leaves of absence beyond five years will be protected.

Return to Work

The period of time within which an employee must return to work after the completion of service depends on the duration of the military service. Employees who serve less than 31 days are required to return to employment by the beginning of the first regularly scheduled work period after the completion of military service. Such employees, however, are excused for the amount of time required to return home safely and for an eight-hour rest period.

If an employee served between 31 and 180 days, (s)he must file an application for reemployment within 14 days after the completion of military service.

If an employee served more than 180 days, (s)he must file an application for reemployment no later than 90 days after the completion of military service.

In all cases, if compliance with the time limits becomes impossible or unreasonable through no fault of the employee, he or she will be given additional time. Furthermore, reporting and application deadlines are extended for up to two years for persons who are hospitalized or convalescing from a service-related illness or injury.

Employees returning from the armed services will be reemployed in the job that they would have

attained if they had not been absent for military service, including any promotion, increase in pay and additional job responsibilities.

Further, a returning service member is entitled to all general across-the-board pay raises which he or she would have received but for the absence for uniformed service. With respect to pay, the term includes all elements of compensation for which they were eligible including an hourly rate, piece rate, salaries, commissions, bonuses and shift premiums. The Company will provide training or other assistance to returning service members to help them refresh or upgrade their skills to qualify for reemployment.

Benefits

Service members and their families will continue to receive health benefits if the employee's absence is for 30 days or less. If the service member's absence will be longer than 30 days, eligible dependents may continue health care coverage under COBRA at their expense for up to 24 months. Employees returning from military leave will resume health plan coverage without a waiting period or other exclusion.

The period of military duty will be counted as covered service for the purposes of retirement plan eligibility, vesting and benefit accrual. The Company may not make plan contributions during a military leave. However, upon reemployment, the Company will restart contributions, if applicable, and make up contributions that would have been made during your absence. If you are required to contribute to the retirement plan, you will have up to three times the period of military duty or five years, whichever is first, to make the contributions.

Employee Assistance Program (EAP)

ESS provides confidential assistance through its employee assistance program (EAP) to all eligible employees and their family members/dependents. The EAP provides confidential access to professional counseling services for help with personal concerns that may impact job performance. These concerns may include, but are not limited to, health, marital, family, financial, legal, emotional, alcohol abuse, and drug use. The EAP can help assess the problem, offer guidance, and provide a referral to quality care. Voluntary participation in the EAP will not jeopardize your opportunities for promotion or employment. You can contact the EAP directly.

Any information about your contact, participation, or any recommended treatment is confidential and will not be disclosed to the Company. In certain circumstances, you may be referred to the EAP by your Supervisor due to job performance issues. EAP services are available to eligible participants without charge; however, the cost of referrals to treatment or rehabilitation is your responsibility if it is not completely covered by insurance.

Support and guidance is available for assistance with family and personal issues online at www.GuidanceResources.com and by phone at 1-855-239-0743.

EAP Policy Name: Connectify HR / **Connectify Policy #:** 026019.

PRIVACY, COMPUTER, EMAIL, AND INTERNET POLICIES

Privacy

The Company provides furniture, desks, storage areas (e.g., drawers, lockers, files and cabinets), work areas, vehicles, other Company-provided equipment/facilities and computers and communication systems (including land line, VOIP, and cellular telephones, electronic mail, instant messaging, text messaging and internet messaging systems, other licensed software, and other systems). These assets are referred to collectively as "Company assets." These Company

assets are provided to employees at the Company's expense to assist you in carrying out Company business. Unless otherwise authorized by management or by Company policy, employees may not use Company assets including using Company resources to access the internet at work for non-work purposes. An employee may only use Company assets, including computers and the Company information accessible through their use, for purposes authorized by the Company in connection with the employee's job duties.

Use of Company Technology Assets

The Company assets belong to the Company and the Company reserves the right (at any time and without notice) to access, inspect, inventory, or search any Company technology asset. Items or information of a personal nature may be discovered in the course of any such exercise of the Company's rights if you use the Company technology assets for personal purposes. There is no right to privacy and you consent to such access by accepting and using the Company technology assets.

Company-issued cellular telephones and other Mobile Devices such as smart phones or tablets (if provided) are issued for business-related purposes only and should not be used for other purposes except in an emergency or when otherwise necessary due to the circumstances. To facilitate communication between the Company and its employees, any cell phone or Mobile Device issued to an employee must remain on during the employee's scheduled working hours. Except for designated technical support personnel, the Company does not have an expectation that employees will check their Mobile Devices or cell phones during non-work hours. In the event a non-exempt employee uses their Mobile Device or cell phone for work purposes during non-work hours, all time must be reported per Company policy.

Information Technology Support

We wish to ensure that the technology and computing equipment provided to you will facilitate the work assigned to you. To do this, we have elected to utilize the services of third-party service providers to support and maintain this equipment including computing devices, telephones, printing internet services, and anti-virus and malware software. Contact information for these services providers will be provided to you by the ESS Administrator.

Company Access and Review

The Company's email, instant messaging, text messaging, internet messaging and electronic bulletin board systems are to be used for business related purposes and to transmit and receive business information.

The Company has the capability to access, review, copy and delete any messages sent, received or stored on the email system, on other Company computers, electronic and internet resources, and on the message recording and storage systems of Company-issued cell phones and Mobile Devices. The Company reserves the right to access, review, copy or delete all such messages or to search any Company Assets for any purpose and to disclose them to any party (inside or outside the Company) it deems appropriate. By using the Company assets, you agree that you have no reasonable expectation of privacy in relation to such usage or any items or information stored in the Company assets.

Should employees make incidental use of the email, instant messaging, text messaging, internet messaging or electronic bulletin board systems, or of Company-issued cell phones or Mobile Devices to transmit or receive personal messages, such messages will be treated no differently than other messages, i.e., the Company reserves the right to access, review, copy, delete or disclose them for any purpose. Accordingly, employees should not use the computer or the email system, or any other Company owned or a Company issued electronic device (including voice and

text message storage and retrieval systems), to send, receive or store any messages that they wish to keep private. Users should treat the computer and the email, instant messaging, text messaging, internet messaging and electronic bulletin board systems, and the message storage and retrieval functions of the Company's cell phones, voice mail systems and Mobile Devices, like a shared file system - with the expectation that messages sent, received or stored in the system (including individual hard disks, chips and other memory storage devices) will be available for review by any authorized representative of the Company for any purpose.

Company issued cell phones and Mobile Devices likely contain GPS tracking devices that permit tracking of the location of our Company property and employees. Employees are prohibited from disabling or interfering with any function (including the GPS tracking device) of a Company issued cell phone or Mobile Device. During an employee's scheduled working hours, the Company reserves the right to monitor the geographic location of any Company issued electronic device. Accordingly, any employee who is issued a Company provided cell phone or Mobile Device understands that GPS technology may be employed to track his or her whereabouts during his or her scheduled working hours. Employees should have no expectation of privacy in their physical location during their scheduled working hours.

Effective Use of Electronic Communications

To use electronic communication tools effectively, employees should follow these guidelines:

- Emails and other electronic messages are not a substitute for oral communication. If you have a matter of importance to discuss, do so in person.
- Emails and other electronic communications are to be limited to work related matters, and business etiquette is to be utilized in drafting messages.
- Reports of late arrivals or early departures should be conveyed via electronic message. If a confirmation response is not received, then reports should be made in person or over the phone. Please follow Company attendance policies.
- Network security procedures are to be followed at all times.
- Never open attachments from an unknown source.
- Avoid sending confidential, proprietary, or trade secret information via text message, email or any other electronic means.
- Do not send emails or electronic messages under another employee's login ID.
- Off-color humor, foul, inappropriate, offensive or discriminatory language and harassment of any kind are prohibited.
- Software which is not a part of the Company's standard software package shall not be installed on Company computer devices without the permission of the ESS Administrator and the engagement of the Company's designated IT service provider.

Improper use of email or electronic messaging may result in discipline up to and including termination.

Copyrighted Information

Use of the email system, copy machines, fax machines or other Company assets or technology to copy and/or transmit any documents, software, or other information protected by copyright laws is prohibited and will result in disciplinary action.

Other Prohibited Uses

The Company prohibits use of the email system, the Company computer system, or other means of electronic communication to engage in any communications that are in violation of Company policies, including but not limited to transmission of defamatory, obscene, offensive or harassing messages, or messages that disclose personal information about other individuals without authorization.

Online Activity Policy

Introduction

New technologies and online tools are emerging and evolving at an increasingly rapid pace. These fundamental shifts in technology and its uses have led to more and more connections between formerly separate parts of our lives, and connections to persons with whom we used to have limited or no contact. Boundaries between personal and work lives sometimes become blurred or even forgotten with the widespread and instantaneous sharing of information, opinions, interests, and activities, and the widespread availability of electronic devices. This can result in unintended consequences and risks for you and for the Company.

Risks

Your online activities may pose certain risks to you, to others, and to the Company, including but not limited to the potential for:

- Decreased productivity, efficiency, and performance;
- Reduction of, and threats to, the performance and capacity of Company networks and equipment;
- Disclosure of confidential customer or business proprietary and/or trade secret information;
- Breaches of other Company privacy or security rules; and
- Other activities that might expose you, others, or The Company to legal liability.

Many of these risks are present whether the use of electronic devices and online activities occur at work or when you are off-duty.

Purpose

Because of these risks, the Company has developed the following policy to help you navigate issues related to your online activities and use of electronic devices, and to clarify your responsibilities and the Company's expectations regarding the same. ESS respects the privacy and confidentiality of its customers and employees, which is critical to maintaining a professional, respectful, efficient, and ethical environment.

Definitions

For purposes of this policy, "online activity" includes but is not limited to wired or wireless communications, access to, use of, or communications stored, sent, or received over the Internet, email, or any interactive online media, tool, or function (such as social or professional networking sites like Facebook or LinkedIn; microblogging services like x (formerly Twitter); weblogs; chat rooms; listservs; and other online profiles or online forums), as well as text, photo, or data messaging.

Online activity includes all such communications, access, use, storage, and messaging, whether over a fixed or mobile electronic device.

For purposes of this policy, "electronic device" includes but is not limited to desktop computers, laptops, VOIP or landline phones, cell phones, smart phones, web-enabled handheld devices, networks, servers, technology systems, and other communications and computer equipment.

Policy

The Company takes no position on your decision to participate in personal online activities. However, what you do or say online has the potential to impact your employer. To the extent you choose to engage in personal online activity, such activity must comply with these guidelines and all other Company policies.

In your online activity, you may not represent that you are speaking on the Company's behalf unless you have been given written authority from the ESS Administrator to engage in the activity or the activity is clearly required by your job duties and expressly authorized by the Company.

In your online activity, you may not use or disclose Company confidential and/or proprietary information, Company marketing strategies, or other confidential information unrelated to the terms and conditions of your employment. Your online activity must comply with the Company's Confidentiality and Trade Secret Information policy.

In your online activity, you must not engage in communications that are vulgar, obscene, threatening, intimidating, harassing, or a violation of Company workplace policies against illegal discrimination, harassment, or hostility because of a person's sex, race, color, religion, creed, national origin, age, pregnancy, disability, military service, genetic information, sexual orientation, gender identity, or any other characteristic protected by applicable federal or state law.

In your online activity, your communications must not include maliciously false defamatory statements.

You may not use the Company's name or logo when you are engaged or depicted in online activity that violates Company policies, is illegal, or is otherwise unrelated to communications regarding the terms and conditions of your employment.

All online responses to reference inquiries (via LinkedIn or other platform) must comply with the Company policy on reference checks.

Employees may not pressure co-workers to connect or communicate with them through online activity, such as harassing conduct intended to induce a social network "friend" request.

When using Company-provided electronic devices for online and other activity, you must enable and comply with the Company's security procedures, including use of approved anti-virus software.

Company-provided electronic devices, including those specially-designated for personal online activities, cannot be used to access online video services, streaming video or audio, Internet telephone services, peer-to-peer file sharing or other large files that may adversely impact the Company's information technology system performance. Generally, accessing and downloading large files may be blocked to protect the Company's network performance.

All communications and information transmitted by, transmitted to, received by, received from, shared by, shared with, or stored in Company-provided electronic devices (all such communications and information hereafter, "Communications") are not considered private as to any individual employee, are the property of the Company, and are to be used only for legitimate business purposes.

All such electronic devices and Communications are subject to interception and monitoring by the Company, including those Company-provided electronic devices specially-designated for personal online activities.

If employees have any work-related concerns, they are encouraged to attempt resolving those issues by raising them directly with Company management.

Company Social Media Sites and Blogs

LinkedIn Company pages and profiles and Company-sponsored blogs are the property of the Company. Twitter and Facebook accounts, or other social media or online accounts opened or designated for the purpose of marketing Company events or services or communicating with the general public or otherwise conducting Company business are considered the property of the Company. The content, profiles, followers/ connections, data, and access information for these sites belongs to the Company.

System Administrators and Account Managers for these sites must ensure that a member of senior management has all passwords and usernames to these sites and must obtain permission from the ESS Administrator prior to changing passwords or making other changes which affect user accessibility.

Scope

Although this policy may touch upon specific technologies used today, the policy must be interpreted broadly, as changes to and uses of such technologies have been and will continue to grow so rapidly that no policy can keep pace with individual developments.

This policy is not intended to interfere with or restrain employees' rights to engage in protected concerted activity under the National Labor Relations Act, or any other activity protected under the law, and will not be applied to limit such protected activity.

Disciplinary Action

Violations of this policy may result in disciplinary action up to and including termination of employment.

Questions

If you have a question about this policy or how your online activity may impact or be impacted by the Company's other business policies, you should notify management.

SAFETY AND SECURITY

Privacy

All Company assets belong to the Company and the Company reserves the right (at any time and without notice) to access, inspect, inventory, or search any asset. Items or information of a personal nature may be discovered in the course of any such activity if you use the Company assets for personal purposes. The Company reserves the right to access, review, copy, or delete all files and messages or to search any assets for any purpose and to disclose them to any party (inside or outside the Company) it deems appropriate. There is no right to privacy and you consent to such access by accepting and using Company assets.

The Company treats all voice mail, electronic messages/mail, and electronic documents received or stored in Company-issued computers, phones, cell phones, or Mobile Devices as business messages in which employees have no expectation of privacy. The Company reserves the right to inspect, monitor and have access to company computers, electronic mail, voice mail messages and Internet communications.

The Company treats all traditional paper and all other forms of documents stored by the Company in any location or container as business messages in which employees have no expectation of privacy. The Company reserves the right to inspect, monitor and have access to all documents and document containers in any form.

It is the policy of the Company, when deemed necessary by management, for authorized persons to search and inspect both Company property and personal items, including vehicles, brought onto Company property. All inspection will occur with the knowledge of the ESS Administrator. An employee's refusal to cooperate in a search, inspection or investigation will result in disciplinary action up to and including termination.

The Company assumes no liability whatsoever for the damage, loss or theft caused by third parties to the personal property of staff members.

Security

In simplest terms, security is for the purpose of protecting people, Company property and information.

The security of our facility as well as the welfare of our employees requires that every individual be constantly aware of potential security risks. You should immediately notify your supervisor when unknown persons are acting in a suspicious manner, in or around the facility, or when keys, security passes or identification badges are lost or misplaced.

Employees entrusted with keys or security codes to the office or other Company facilities are responsible for the safekeeping of the keys and/or access cards or codes, the security and protection of Company property, as well as any activity taking place while the employee is present and the office is closed.

Injury Reporting Procedure/Workers' Compensation Insurance

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries.

Employees are required to report any work-related injury or illness, no matter how small, to their immediate supervisor. The supervisor will supply, and the employee shall help the supervisor complete the required injury and illness incident report. If a manager needs assistance with filling out the Injury Report Form, they contact Connectify HR, a supervisor, or the ESS Administrator as soon as possible. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

You will be required to submit a medical release before you can return to work.

Prevention of Violence in the Workplace

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of ESS, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

Zero Tolerance Policy

The Company has a zero-tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on Company property or while performing Company business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

Reporting Incidents of Violence

Report to your supervisor, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to your supervisor.

Vehicle Safety and Usage Policy

ESS has made a commitment of safety, service, and quality to our employees, customers, and the general public. The Company mandates that our employees operate all vehicles owned by or in the care of the Company, or personal vehicles used for business purposes, in a safe, lawful and economical manner.

Vehicles may not be operated unless both the driver and vehicle are in a safe operating condition. Drivers must be physically and mentally able to drive safely. Drivers must conform to all traffic laws as well as respect the rights of other drivers and pedestrians. Drivers may not use or be under the influence of drugs or alcohol while operating a vehicle owned by or under the care of the Company. Smoking is not permitted in or around Company vehicles. Any damage to a Company vehicle, accident, or traffic violation received while operating a Company vehicle must be reported to your supervisor immediately.

Employees who are asked to operate a vehicle belonging to the Company or who may be asked to use their personal vehicle to conduct Company business are required to have a valid drivers' license. Employees without a valid drivers' license have a responsibility to notify their supervisor that they are not able to drive if asked to drive for business purposes. Failure to do so may result in a violation of the law and will be grounds for disciplinary action, including termination.

If a Company vehicle is not available when needed for a business purpose, employees will be reimbursed for approved mileage in accordance with the normal expense reimbursement procedure. Employees using personal cars on Company business are required to carry, at their own expense, insurance for the minimum limits of liability required by his or her state of residence.

ADVERSE POLICY IMPACT

The Company has implemented numerous policies that are designed to achieve important business objectives. We recognize, however, that an otherwise legitimate workplace policy can have unintended consequences to individuals in a particular group or class. If you feel that one of our policies adversely impacts you due to your unique circumstances (e.g. your membership in one of the “protected classes”), you may seek accommodation regarding such policy. The procedure to seek this accommodation is as follows: Deliver to your supervisor (or your supervisor’s supervisor) a memorandum, in writing, which identifies (1) the policy at issue; (2) the reason why the policy, as it applies to you, creates an adverse impact on you; and (3) the accommodation that you request to avoid this adverse impact.

Examples of “protected classes” include, but may not be limited to, race, color, creed, sex (including pregnancy), religion, marital status, age, national origin or ancestry, physical or mental disability, medical condition, genetic information, gender identity, sexual orientation, or military status.

EMPLOYEE ACKNOWLEDGMENT

I hereby acknowledge receipt of the **ESS Employee Handbook**. I have read, understand and agree to follow the policies and procedures contained therein. I understand that, except for the employment at-will policy, the Company can change any and all policies or practices at any time.

In consideration of my employment, I agree to conform to the rules and regulations of the Company and agree that my employment and compensation can be terminated, with or without cause, and with or without notice, at any time, at the option of either the Company or me. I understand that no manager or representative of the Company other than the ESS Administrator has any authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the foregoing, and that such changes must be in writing.

My signature below certifies that I understand that the foregoing agreement on employment at-will status is the sole and entire agreement between the Company and me concerning the duration of my employment and the circumstances under which my employment may be terminated. This Agreement supersedes all prior agreements, understandings and representations concerning my employment.

If I have any questions about the content or interpretation of this handbook, I will contact the ESS Administrator.

Date

Employee Signature

Print Name

Electronic Services System
REQUEST FOR Quotes (RFQ)
COVER SHEET

Title Of RFQ:	Iowa Land Records Property Notification System	RFQ No.:	ESS-2026-1
Agency:	Electronic Services System (28E Organization) - ESS		
Agency seeks to purchase:	Software Development Services	Available to Political Subdivisions and Other 28E Organizations?	No
Number of mos. or yrs. of the initial term of the Work Authorization:	Six Months	Number of possible annual extensions:	NA
Anticipated initial Amendment/Work Authorization term start date:	March 1, 2026	Anticipated initial Amendment/Work Authorization term enddate:	September 30, 2026
ESS Issuing Officer:			
Name: Phil Dunshee		Phone: (515) 491-8939	
Mailing Address: Project Manager 8711 Windsor Parkway, Suite 2 Johnston, IA 50131		Email: support@clris.com	
PROCUREMENT TIMETABLE —There are no exceptions to any deadlines for Respondents; however, Agency reserves the right to change the dates/times, in its sole discretion.			
Event or Action:		Date/Time:	
ESS Issues RFQ to ESS website		February 3, 2026	
Respondent’s written questions, requests for clarification, and suggested changes due:		5:00 pm CST February 6, 2026	
Agency’s written response to RFQ questions, requests for clarifications, and suggested changes due:		11:59 pm CST February 10, 2026	
Proposals Due:		3:00 pm CST February 17, 2026	
Anticipated Date to issue Notice of Intent to Award:		February 19, 2026	

Anticipated Date to execute Work authorization or contract or agreement amendment:		February 27, 2026
Important Websites:	URL:	
Website where any Amendments/ Addenda to this RFQ will be posted:	https://iowalandrecords.org/accountability-in-reporting/ Heading: Meeting Information & Reports	
Key Requirements:		
Number of Copies of Proposals Required to be Submitted:		1 Original, 1 Public (redacted) if necessary
Firm Proposal Terms The minimum Number of Days following the deadline for submitting proposals that the Respondent guarantees all proposal terms, including price, will remain firm:		60 Days

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SECTION 1 INTRODUCTION

1.1 Purpose

The Electronic Services System is an organization created under Chapter 28E of the Iowa Code, an intergovernmental organization sponsored by Iowa county governments. ESS administers Iowa Land Records, a statewide system for searching and retrieving land record information, and a system for electronically filing records with county governments in the State of Iowa. ESS also coordinates the operation of a point-of-sale payment system for participating Iowa counties. ESS is also authorized to provide other electronic services for Iowa counties and other public agencies.

The Electronic Services System Coordinating Committee, the governing board for the Iowa Land Records system, has undertaken an initiative to establish a property notification system as a companion service with its property search services.

It is anticipated that external technical services will be required to perform the necessary tasks associated with the development of the system including software design, development services, testing and implementation. The Committee wishes to invite existing qualified technical service providers to provide a quote for these services.

Specifically, companies which conform to the following criteria are eligible and invited to submit a proposal and quote for this project.

- Companies under contract for ESS Development & Technical Support Services as procured under RFQ ESS-2021-1 which have provided software development services to ESS under prior work authorizations.

OR

- Companies which have both of the following qualifications:
 - Companies which have an active and operational Maintenance and Support Agreement with the Electronic Services System

AND

- Companies with direct experience in developing and implementing property information notification systems

The purpose of this Request for Qualifications and Quotes (RFQ) is to solicit proposals from Responsible Respondents to provide the goods and/or services identified on the RFQ cover sheet and further described immediately below and in Section 4 of this RFQ to the Agency identified on the RFQ cover sheet.

This RFQ is designed to provide Respondents with the information necessary for the preparation of competitive Proposals. The RFQ process is for the Agency's benefit and is intended to provide the Agency with competitive information to assist in the selection process. Each Respondent is responsible for determining all factors necessary for submission of a Proposal.

1.2 Definitions

In addition to any terms specifically defined elsewhere herein, for the purposes of this RFQ and any resulting Amendment or Work Authorization, the following terms shall mean:

"Agency" means the agency identified on the RFQ cover sheet that is issuing the RFQ and, as used and to the extent used in the Work authorization or contract or agreement amendment, any other

agency(ies) or governmental entity(ies) of the State that purchases from the Work authorization or contract or agreement amendment once executed.

“Contract” means the contract(s) or agreement(s) currently in force between the Electronic Services System and eligible companies as described in section 1.1.

“Service Provider” or **“Vendor”** means the successful Respondent(s) to this RFQ that ultimately enters into an amendment or work authorization as a result of this RFQ.

“Electronic Services System or ESS” means the 28E organization established by Iowa counties and under the authorization of the Code of Iowa.

“Proposal” means the Respondent’s proposal submitted in response to the RFQ, as represented by the submitted scope of work, schedule and quotes for the cost of services to be provided.

“Respondent” means a potential Service Provider submitting a Proposal in response to this RFQ.

“Responsible Respondent” means a Respondent that has the capability in all material respects to perform the scope of work and specifications of an amendment or work authorization. In determining whether a Respondent is a Responsible Respondent, the Agency may consider various factors including, but not limited to: the Respondent’s competence and qualifications to provide the goods or services requested; the Respondent’s integrity and reliability; the past performance of the Respondent, Respondent’s past contract terminations, litigation, or debarments; Respondent’s criminal history; Respondent’s financial stability; and the best interests of the Agency and the State.

“Responsive Proposal” means a Proposal that complies with the material provisions of this RFQ.

“RFQ” means this Request for Quotes and any attachments, exhibits, schedules or addenda hereto.

“State” means the State of Iowa, and any political subdivisions making purchases from the Work authorization or contract or agreement amendment as permitted by this RFQ.

“Terms and Conditions” means, whichever of the following is applicable:

- a. The Terms and Conditions of an existing agreement for ESS Development & Technical Support Services as procured under RFQ ESS-2021-1; or
- b. The Terms and Conditions of an existing agreement for Maintenance and Support Agreement with the Electronic Services System;
- c. Any additional terms and conditions set forth in Section 6 (Work authorization or contract or agreement amendment Terms and Conditions & Administration).

“User” means any person who engages with Agency application(s), including but not limited to financial professionals, legal professionals and other professionals engaged in the real estate industry, and citizens.

1.3 General Project Description

The Electronic Services System (“Agency”) seeks external technical and support services to assist with the design, development, testing and implementation of a property notification system as described in Section 4.

1.4 One Service Providers

The Electronic Services System (“Agency”) seeks a qualified service provider who will be called

upon to perform the design, development, testing and implementation tasks for the creation of a property notification system and a platform for future notification services.

It is anticipated that one service provider will be selected to provide the necessary services, and then hand off day-to-day operational and maintenance services to the Electronic Services System internal technical team.

However, ESS reserves the option to select one or more service providers through this procurement process, who may then be assigned specific tasks under separate agreements and work authorizations.

SECTION 2 ADMINISTRATIVE INFORMATION

2.1 Read, Understand, and Comply

It is the Respondent’s responsibility to read this entire document, review all attachments, and any addenda thereto, and to comply with all requirements specified herein, regardless of where such requirements appear within the collective documentation forming this RFQ.

2.2 Reserved

2.3 Issuing Officer

The Issuing Officer identified in the RFQ cover sheet is the sole point of contact regarding the RFQ from the date of issuance until a Notice of Intent to Award the Work authorization or contract or agreement amendment is issued.

2.4 Restriction on Bidder Communication

From the issue date of this RFQ until a Notice of Intent to Award the Work authorization or contract or agreement amendment is issued, Respondents may contact only the Issuing Officer. The Issuing Officer will respond only to written questions regarding the procurement process. Questions related to the interpretation of this RFQ must be submitted as provided in Section 2.8 (Questions, Requests for Clarification, and SuggestedChanges). Oral questions related to the interpretation of this RFQ will not be accepted. There may be no communication regarding this RFQ with any Agency employee other than the Issuing Officer, except at the direction of the Issuing Officer or as otherwise noted in the RFQ. Respondents may be disqualified if they contact any Agency employee other than the Issuing Officer about the RFQ. This section shall not be construed as restricting communications related to the administration of any contract currently in effect between a Respondent and the Agency.

2.5 Downloading the RFQ from the Internet

The RFQ document and any addenda to the RFQ will be posted at:

<https://iowalandrecords.org/accountability-in-reporting/>

Heading: Meeting Information & Reports

The posted version of the RFQ is the official version. The Agency will only be bound by the official version of the RFQ document(s). The Respondent is advised to check the website periodically for

amendments/addenda to this RFQ, particularly if the Respondent downloaded the RFQ from the Internet as the Respondent may not automatically receive addenda. It is the Respondent's sole responsibility to ensure that any previously downloaded documents are in fact the most up to date and to check for any addenda to posted documents.

2.6 Procurement Timetable

The dates provided in the procurement timetable on the RFQ cover sheet are provided for informational and planning purposes. The Agency reserves the right to change the dates. If the Agency changes any of the deadlines for Respondent submissions, the Agency will issue an addendum to the RFQ.

2.7 Pre-Proposal Conference

If the RFQ cover sheet indicates a pre-proposal conference will be held in conjunction with this RFQ, it will be held at the date, time, and location listed on the RFQ cover sheet. The purpose of the pre-proposal conference is to discuss with prospective Respondents the work to be performed and allow prospective Respondents an opportunity to ask questions regarding the RFQ. Oral discussions at the pre-proposal conference shall not be considered part of the RFQ unless confirmed in writing by the Agency and incorporated into this RFQ. The conference may be recorded. Questions asked at the conference that cannot be adequately answered during the conference may be deferred. A copy of the questions and answers will be sent to Respondents who submit a letter of intent to propose and will be posted at:

<https://iowalandrecords.org/accountability-in-reporting/>

Heading: Meeting Information & Reports

If the RFQ cover sheet indicates the pre-proposal conference is mandatory, the Agency may reject Proposals submitted by Respondents who do not attend the pre-proposal Conference.

Note: unless otherwise specified in an addendum to this RFQ, there is no plan for a pre-proposal conference.

2.8 Questions, Requests for Clarification, and Suggested Changes

Respondents are invited to submit written questions and requests for clarifications regarding the RFQ. Respondents may also submit suggestions for changes to the specifications of this RFQ. The questions, requests for clarifications, or suggestions must be in writing and received by the Issuing Officer on or before the date and time listed on the RFQ cover sheet. Oral questions will not be permitted. If the questions, requests for clarifications, or suggestions pertain to a specific section of the RFQ, Respondent shall reference the page and section number(s). The Agency will send written responses to questions, requests for clarifications, or suggestions received from Respondents on before the date listed on the RFQ cover sheet. The Agency's written responses will become an addendum to the RFQ. If the Agency decides to adopt a suggestion that modifies the RFQ, the Agency will issue an addendum to the RFQ. Failure to raise a question, request for clarification, or suggestion through this process shall constitute a waiver of any objection or argument as part of any subsequent vendor appeal; this waiver is intended to ensure the Agency is able to correct any material issues or errors in an orderly, efficient fashion and in a manner that is fair to all prospective Service Providers.

The Agency assumes no responsibility for oral representations made by its officers or employees unless such representations are confirmed in writing and incorporated into the RFQ through an addendum.

2.9 Costs of Preparing the Proposal

The costs of preparation and delivery of the Proposal are solely the responsibility of the Respondent.

2.10 Submission of Proposals

The Issuing Officer must receive all required copies of the Proposal at the email address identified on the RFQ cover sheet before the "Proposals Due" date and time listed on the RFQ cover sheet.

This is a mandatory requirement and will not be waived by the Agency. Any Proposal received after this deadline will be rejected and the Respondent notified. It is the Respondent's responsibility to ensure that the Proposal is received prior to the deadline.

Respondents must furnish all information necessary to enable the Agency to evaluate the Proposal. Oral information provided by the Respondent will not be considered part of the Respondent's Proposal unless it is reduced to writing.

2.11 Release of Claims

By submitting a Proposal, the Respondent agrees that it will not bring any claim or cause of action against the Agency based on any misunderstanding concerning the information provided in the RFQ or concerning the Agency's failure, negligent or otherwise, to provide the Respondent with pertinent information in this RFQ.

2.12 Disposition of Proposals

Except as otherwise provided herein, all Proposals submitted in response to this RFQ become the property of the Agency and shall not be returned to the Respondent. Once the Agency issues a Notice of Intent to Award the Work authorization or contract or agreement amendment, the contents of all Proposals will be public records available for inspection by interested parties, except for information for which Respondent properly requests confidential treatment according to the process set forth below, in accordance with Form 22, and pursuant to applicable exceptions or grounds for confidential treatment provided in Iowa Code Chapter 22 or other applicable law.

2.13 Form 22 - Request for Confidentiality

The Agency's release of public records is governed by Iowa Code chapter 22 and corresponding fair information practices rules. Respondents are encouraged to familiarize themselves with Chapter 22 and applicable fair information practices rules before submitting a Proposal. The Agency will copy and produce public records upon request as required to comply with Chapter 22 and will treat all information and materials submitted by a Respondent as non-confidential records unless Respondent requests specific parts of the Proposal be treated as confidential at the time of the submission as set forth herein (including but not limited to in accordance with the terms, conditions, and requirements set forth in Form 22, attached hereto) AND the information **does in fact qualify for confidential treatment** under Iowa or other applicable law.

Failure to request that information or materials be treated as confidential in accordance with this section and/or Form 22 shall relieve the Agency personnel from any responsibility for maintaining the information or materials in confidence. Respondents may not request confidential treatment with respect to information or sections of their Proposals specifically identified by the Agency in the RFQ as being non-confidential or subject to public disclosure. A Respondent's request for confidentiality that does not comply with the terms, conditions, or requirements of this section or Form 22 is grounds for rejecting a Proposal or denying a request for confidential treatment. Blanket requests to maintain an entire Proposal as confidential will be categorically rejected.

If the Agency receives a request for information or materials related to a Proposal marked as confidential, or if a judicial or administrative proceeding is initiated to compel the release of such materials or information, Respondent shall, at its sole expense, appear in such action and defend its request for confidentiality. If, upon reasonable notice to Respondent, Respondent fails to appear to defend its request for confidentiality, the Agency may release the information or material, or otherwise bill the Respondent for any costs or expenses incurred in defending the same (including but not limited to the reasonable time and value of an attorney or law firm utilized by the Agency). Additionally, if the Respondent fails to comply with the confidentiality process set forth herein or in Form 22, Respondent's request for confidentiality is overbroad or unreasonable, Respondent fails to supply the Agency with sufficient information to determine whether Respondent's request for confidential treatment is founded, or Respondent rescinds its request for confidential treatment, the Agency may release such information or material with or without providing advance notice to the Respondent and with or without affording the Respondent the opportunity to obtain an order restraining its release from a court of competent jurisdiction. Respondent waives any claims it may have against the Agency related to the confidential treatment of any information or materials submitted as part of the RFQ process that result, in whole or in part, from any deficiencies with or related to compliance with this section or Form 22, or that otherwise result from Respondent's failure to comply with the terms, conditions, or requirements of this RFQ or Form 22. Respondent further waives any claim for attorney's fees or other costs or expense incurred by Respondent in connection with Respondent's defense of any claim for confidential treatment of its Proposal or the contents thereof.

FORM 22 MUST BE COMPLETED AND INCLUDED WITH RESPONDENT'S PROPOSAL. COMPLETION AND SUBMITTAL OF FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL BEING CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION.

2.14 Copyright Permission

By submitting a Proposal, the Respondent agrees that the Agency may copy the Proposal for purposes of facilitating the evaluation of the Proposal or responding to requests for public records. By submitting a Proposal, the Respondent consents to such copying and warrants that such copying will not violate the rights of any third party. The Agency shall have the right to use ideas or adaptations of ideas that are presented in Proposals.

2.15 Amendment and Withdrawal of Proposal

The Respondent may amend or withdraw and resubmit its Proposal at any time before the Proposals are due. The amendment must be in writing, signed by the Respondent and received by the time set for the receipt of Proposals. Faxed amendments will not be accepted. Respondents must notify the Issuing Officer in writing prior to the due date for Proposals if they wish to completely withdraw.

2.16 Late Proposals

Late proposals, regardless of cause, will not be opened or considered for evaluation, and will be disqualified from further consideration. It is the Respondent's sole responsibility to ensure delivery at the stated location and time.

2.17 Proposal Opening

The Agency will open Proposals after the deadline for submission of Proposals has passed. The Proposals will remain confidential until the Agency has issued a Notice of Intent to Award a Work

authorization or contract or agreement amendment. See *Iowa Admin. Code r. 129—10.15*. However, the names of Respondents who submitted timely Proposals will be publicly available after the Proposal opening. The announcement of Respondents who timely submitted Proposals does not mean that an individual Proposal has been deemed technically compliant or accepted for evaluation.

2.18 Rejection of Proposals

The Agency may reject outright and not further evaluate a Proposal for reasons including, without limitation:

- a) The Respondent fails to deliver the Cost Proposal in a separate email.
- b) The Respondent acknowledges that a mandatory specification of the RFQ cannot be met.
- c) The Respondent states that it will be unable to meet an aspect of the Scope of Work, or does not include information necessary to substantiate that it will be able to meet any Scope of Work, specification, requirement, or otherwise indicates it will be unable to provide any services or goods required by the RFQ.
- d) The Respondent's Proposal changes a material specification of the RFQ or the Proposal is not compliant with the mandatory specifications of the RFQ.
- e) The Respondent's Proposal limits, or attempts to limit, the rights of the Agency.
- f) The Respondent, in the Agency's sole opinion, fails to include information necessary to substantiate that it will be able to meet a specification of the RFQ.
- g) The Respondent fails to timely respond to the Agency's request for information, documents, or references.
- h) The Respondent fails to include Proposal Security, if required.
- i) The Respondent fails to include any signature, certification, authorization, stipulation, disclosure or guarantee as required by this RFQ.
- j) The Respondent, in the Agency's sole opinion, presents the information requested by this RFQ in a format inconsistent with the instructions of the RFQ, including that Respondent fails to comply with the RFQ's formatting requirements so that Respondent's Proposal cannot be fairly compared to other proposals, or otherwise fails to comply with the specifications or requirements of this RFQ.
- k) The Respondent initiates an unauthorized contact regarding the RFQ with an Agency employee other than the Issuing Officer.
- l) The Respondent, in the Agency's sole opinion, provides misleading or inaccurate responses.
- m) The Respondent's Proposal is, in the Agency's sole opinion, materially unbalanced.
- n) There is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the Respondent is a Responsible Respondent, including but not limited to information of or concerning Respondent's past performance; past contract terminations, litigation, or debarments; Respondent's criminal history; or financial stability.
- o) Respondent proposes the use of a subcontractor for which there is insufficient evidence (including evidence submitted by the Respondent and evidence obtained by the Agency from other sources) to satisfy the Agency that the subcontractor would constitute a Responsible Respondent if the subcontractor were submitting the Proposal themselves, including but not

limited to information of or concerning the subcontractor's past performance; past contract terminations, litigation, or debarments; the subcontractor's criminal history; or financial stability.

- p) The Respondent alters the language in any certification/disclosure or authorization forms attached hereto and required to be submitted as part of the process, including but not limited to Attachment 2: Authorization to Release Information Letter.
- q) The Respondent is a "scrutinized company" included on a "scrutinized company list" created by a public fund pursuant to Iowa Code section 12J.3.
- r) Respondent marks its entire Proposal as confidential; makes excessive, overbroad, or unreasonable claims for confidential treatment; fails to supply the Agency with sufficient information to determine whether Respondent's request for confidential treatment is founded; or identifies information or materials as confidential that the RFQ expressly identifies as not entitled to confidential treatment (including pricing information in the Cost Proposal), or as being otherwise subject to public disclosure; Respondent otherwise fails to comply with the confidentiality process set forth herein or in Form 22.
- s) Any other reason set forth as subjecting a Proposal to disqualification in the RFQ or any related attachments or addenda hereto.

2.19 Immaterial Variances

The Agency reserves the right to waive or permit cures of immaterial variances in the Proposal if, in the judgment of the Agency, it is in the Agency's best interest to do so. Immaterial variances include but are not limited to, minor failures, informalities, or irregularities, or any other variance between the Proposal and the requirements of this RFQ which does not go to an essential requirement of the RFQ or has no effect or merely an inconsequential effect on total bid price, quality, quantity, or delivery of the supplies or performance of the work authorization or contract or agreement amendment, and the correction or waiver of such variances would not prejudice other Respondents. For the avoidance of doubt, financial information, past litigation/regulatory matters, or criminal history information shall be considered immaterial variances. In the event a Respondent omits information from its Proposal that would otherwise constitute an immaterial variance, the Agency shall be deemed to have waived the immaterial variance notwithstanding the absence of affirmative evidence or documentation demonstrating the waiver. In the event the Agency waives or permits cure of immaterial variances, such waiver or cure will not modify the RFQ specifications or excuse the Respondent from full compliance with RFQ specifications or other Work authorization or contract or agreement amendment specifications if the Respondent is awarded the Work authorization or contract or agreement amendment. The determination of materiality is in the sole discretion of the Agency.

2.20 Proposal Clarification Process

The Agency reserves the right to contact a Respondent after the submission of Proposals for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, a review of past performance if the Respondent has provided goods and/or services to the Agency or any other political subdivision wherever located, or requests for corrective pages in the Respondent's Proposal. The Agency will not consider information received from or through Respondent if the information materially alters the content of the Proposal or the type of goods and/or services the Respondent is offering to the Agency. An individual authorized to legally bind the Respondent shall sign responses to any request for clarification. Responses shall be submitted to the Agency within the time specified in the Agency's request. Failure to comply with requests for additional information may result in rejection of the Proposal.

2.21 Respondent Presentations

Respondents may be required to make a presentation. The determination as to need for presentations, and the location, order, and schedule of the presentations is at the sole discretion of the Agency. The presentation may include slides, graphics and other media selected by the Respondent to illustrate the Respondent's Proposal. The presentation shall not materially change the information contained in the Proposal.

2.22 Reference Checks

The Agency reserves the right to contact any reference to assist in the evaluation of the Proposal, to verify information contained in the Proposal, to discuss the Respondent's qualifications and the qualifications of any subcontractor identified in the Proposal, or to otherwise determine whether Respondent is a Responsible Respondent.

2.23 Criminal History and Background Investigation

The Agency reserves the right to perform a criminal history check and background investigation(s) of the Respondent, its officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Work authorization or contract or agreement amendment in determining whether Respondent is a Responsible Respondent. By submitting its Proposal, Respondent hereby explicitly authorizes the Agency to conduct criminal history and/or other background investigation(s) of the Respondent, its officers, directors, shareholders, partners and managerial and supervisory personnel who will be involved in the performance of the Work authorization or contract or agreement amendment, and will fully cooperate with the Agency in obtaining any required waivers or releases required to complete any such criminal history check and background investigation(s).

2.24 Information from Other Sources

The Agency reserves the right to obtain and consider information from other sources concerning a Respondent, such as, by way of example only, the Respondent's capability and performance under other contracts, the qualifications of any subcontractor identified in the Proposal, the Respondent's financial stability, past or pending litigation or debarments, and other publicly available information. Such information may be used in evaluating Respondent's Proposal, verifying information contained in the Proposal, assessing Respondent's qualifications and the qualifications of any subcontractor identified in the Proposal, or to determine whether Respondent is a Responsible Respondent.

By way of example only, such other sources may include subject matter experts or information supplied by current contract managers. As another example, in evaluating each Respondent's Proposal, the evaluators may consider the evaluation committee members' own prior experiences with each bidder if relevant to what is being evaluated. Incumbent Service Providers often write about their prior work as an incumbent, and the Agency believes it would be inappropriate to evaluate an incumbent's proposal while ignoring the personal knowledge of the evaluators in this regard. In addition, certain aspects of an incumbent's scope of work will necessarily be different because of the incumbent's status. For instance, implementation and transition tasks will necessarily be different for an incumbent. Those Agency staff and/or Service Providers responsible for facilitating the scoring process will guard against the interjection of bias for or against any incumbent, but the Agency evaluators may consider their experiences with all respondents and any other extrinsic evidence if relevant to what is being evaluated. Further, considering incumbency is a neutral consideration and does not result in unfair bias or favoritism towards some Respondents over others because incumbency can be either a positive or a negative.

Finally, as a final example, the Agency may consider information elicited in or supplied in response to one section of the RFQ in evaluating Respondent's Proposals in the context of other sections of the RFQ.

2.25 Verification of Proposal Contents

The content of a Proposal submitted by a Respondent is subject to verification. If the Agency determines, in its sole discretion, that the content is in any way misleading or inaccurate, the Agency may reject the Proposal. If the Agency determines, in its sole discretion, that the content is in any way misleading or inaccurate after the original Notice of Intent to Award has been issued, the Agency may reject a Proposal, withdraw a prior Notice of Intent to Award, and/or issue a new Notice of Intent to Award to the next highest-scoring proposal. If the Agency determines, in its sole discretion, that the content is in any way misleading or inaccurate after a Work authorization or contract or agreement amendment has been executed between the Agency and Respondent, the Agency may declare the Respondent's Proposal or resulting Work authorization or contract or agreement amendment void, terminate any Work authorization or contract or agreement amendment, or pursue available remedies including but not limited to suspension, debarment, or damages for breach of contract.

2.26 Evaluation of Proposals Submitted

Proposals that are submitted timely and that are not rejected will be reviewed and evaluated in accordance with Section 5 (Evaluation and Selection) of the RFQ. The Agency will not necessarily award a Work authorization or contract or agreement amendment resulting from this RFQ to the Respondent offering the lowest cost. Instead, the Agency will award the Work authorization or contract or agreement amendment(s) to the Responsible Respondent(s) whose Responsive Proposal the Agency believes will provide the best value to the Agency.

2.27 Contract Managers as Evaluators

Contract managers, or other personnel who may have personal experience with prospective Respondents, may possess extraordinarily valuable program expertise, such that they are valuable, if not indispensable, assets to an evaluation committee. For that reason, among others, contract managers and such other personnel may serve on the evaluation committee in evaluating Proposals submitted in response to this RFQ. Contract managers and such other personnel serving as evaluators will guard against the interjection of bias for or against any incumbent, but, like all other evaluators, may consider their experiences with all Respondents and any other extrinsic evidence known to them if relevant to what is being evaluated.

2.28 Preferences

The Agency will make every effort to support Iowa-based businesses, Iowa products and services, American-made products, and American-based businesses when making a purchase. Tied bids will be decided in favor of the Iowa-based business or product and service, or the American-based business or product and service.

2.29 Award Notice and Acceptance Period

Notice of Intent to Award the Work authorization or contract or agreement amendment(s) will be sent to all Respondents submitting a timely Proposal and may be posted at the website shown on the RFQ cover sheet. Negotiation and execution of the Work authorization or contract or agreement amendment(s) shall be completed no later than thirty (30) days from the date of the Notice of Intent to Award or such other time as designated by the Agency. If the successful Respondent fails to negotiate and deliver an executed Work authorization or contract or agreement amendment by that date, the Agency, in its sole discretion, may cancel the award and

award the Work authorization or contract or agreement amendment to the remaining Respondent the Agency believes will provide the best value to the Agency.

2.30 Post Solicitation Debriefing

A debriefing is available to any Respondent who submitted a proposal in response to this RFQ. Respondent shall submit a written request for a debriefing to the Issuing Officer via email or other delivery method. All Respondents will be accorded fair and equal treatment with respect to its opportunity for debriefing. The debriefing shall be scheduled by the Agency as soon as practicable after receipt of a debriefing request.

2.31 No Commitment to Contract/No Rights until Execution

The Agency reserves the right to reject any or all Proposals received in response to this RFQ at any time prior to the execution of the Work authorization or contract or agreement amendment. Issuance of this RFQ in no way constitutes a commitment by the Agency to award a work authorization or contract or agreement amendment. No Respondent shall acquire any legal or equitable rights regarding the Work authorization or contract or agreement amendment unless and until the Work authorization or contract or agreement amendment has been fully executed by the successful Respondent and the Agency. See Section 6 (Contract Terms and Conditions & Administration) for additional information related to the contracting process and the terms and conditions governing any resulting Work authorization or contract or agreement amendment.

2.32 Use of Subcontractors

The Agency acknowledges that the successful Respondent may contract with third parties for the performance of any of the Service Provider's obligations. The Agency reserves the right to provide prior approval for any subcontractor used to perform services under any work authorization or contract or agreement amendment that may result from this RFQ.

2.33 Restrictions on Gifts and Activities

Iowa Code Chapter 68B restricts gifts which may be given or received by public employees and requires certain individuals to disclose information concerning their activities with the government. Respondents are responsible for determining the applicability of this Chapter 68B to their activities and to comply with its requirements. In addition, pursuant to Iowa Code section 722.1, it is a felony offense to bribe or attempt to bribe a public official.

2.34 Respondent Continuing Disclosure Requirement

To the extent that Respondents are required to report incidents when responding to this RFQ related to damages, penalties, disincentives, administrative or regulatory proceedings, or felony convictions, these matters are subject to continuing disclosure to the Agency. Incidents occurring after submission of a Proposal, and with respect to the successful bidder after the execution of a work authorization or contract or agreement amendment, shall be disclosed in a timely manner in a written statement to the Agency. For purposes of this subsection, timely means within thirty (30) days from the date of the incident, regardless of any appeal rights. If a Respondent fails to disclose an incident, regardless of whether the incident occurred before or after submission of a Proposal, and the Agency subsequently learns of the incident and determines the omission is material, the Agency, in its sole discretion, may cancel the award and award the Work authorization or contract or agreement amendment to the remaining Respondent the Agency believes will provide the best value to the Agency. If an omission is brought to the attention of an Agency as part of the appeal process set forth below, and the omission is determined to be potentially material, the appropriate remedy is for the applicable tribunal to remand the matter

back to the Agency for it to determine whether the omission was, in the Agency's sole discretion, material, and whether to cancel the award and award the Work authorization or contract or agreement amendment to the remaining Respondent the Agency believes will provide the best value to the Agency; reissue the RFQ; or proceed on another alternative path.

2.35 Appeals

2.35.1 Generally. A Respondent whose Proposal has been timely filed and who is aggrieved by the Notice of Intent to Award of the Agency may appeal the decision by filing a written Notice of Intent to Appeal to:

Electronic Services System
Attn: ESS Project Manager
8711 Windsor Parkway, Suite 2
Johnston, IA 50131
support@clris.com

The Notice of Intent to Appeal must be filed within five (5) days of the date of the Notice of Intent to Award issued by the Agency, exclusive of Saturdays, Sundays, and legal State holidays.

2.35.2 Reserved.

2.36 Choice of Law and Forum

All issues in any way related to this RFQ and any resulting Work authorization or contract or agreement amendment shall be governed in all respects by, and construed in accordance with, the laws of the State of Iowa, without giving effect to the choice of law principles thereof. Any and all litigation or actions commenced in connection with this RFQ or any resulting Work authorization or contract or agreement amendment shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa, if jurisdiction is proper. However, if jurisdiction is not proper in the Iowa District Court for Polk County, but is proper only in a United States District Court, the matter shall be commenced in the United States District Court for the Southern District of Iowa, Central Division. By submitting its Proposal, Respondent irrevocably: (1) consents and agrees that any legal or equitable action or proceeding arising under, in connection with or arising out of this RFQ or any resulting Work authorization or contract or agreement amendment shall be brought and maintained exclusively in the aforesaid courts; (2) submits to and accepts, with respect to any such action or proceeding, for it and in respect of its properties and assets regardless of the physical or legal situs thereof, generally and unconditionally, the jurisdiction of the aforesaid courts; and (3) waives any objection to such jurisdiction based on *forum non conveniens* or otherwise. This provision shall not be construed as waiving or altering any requirement that Respondent utilize or exhaust any administrative remedies or procedures as a precondition to judicial review. This provision shall not be construed as waiving any immunity to suit or liability, in state or federal court, which may be available to the Agency, including sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise.

2.37 Order of Precedence

If there is a conflict between a specific provision in this solicitation or those in any resulting work authorization or contract or agreement amendment documents the conflict shall be resolved according to the following priority, ranked in descending order: (1) the amendment or work authorization, (2) the existing Contract or Agreement; (2) the RFQ; (3) the Proposal.

SECTION 3 FORM AND CONTENT OF PROPOSALS

3.1 Instructions

These instructions prescribe the format and content of the Proposal. They are designed to facilitate a uniform review process. Failure to adhere to the Proposal format may result in the rejection of the Proposal.

3.1.1 The Proposal shall be sent in digital format via email to the Issuing Officer. Proposals must be formatted for printing on 8.5" x 11" paper. The Proposal shall be divided into two parts: (1) the Technical Proposal and (2) the Cost Proposal. The Technical Proposal and the Cost Proposal shall be labeled as such and emailed separately to the Issuing Officer. If multiple emails are required, each email shall be numbered in the following fashion: 1 of 4, 2 of 4, etc. The subject line of the email shall read:

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The Issuing Officer shall provide confirmation of receipt of all parts of a proposal, upon request. The Agency shall not be responsible for failure to receive an email or for providing confirmation of receipt of an electronic submission if such confirmation is not requested.

3.1.2 One digital copy of the Technical Proposal shall be timely submitted to the Issuing Officer in an email. One digital copy of the Cost Proposal shall be submitted in a separate email.

3.1.3 If the Respondent designates any information in its Technical Proposal as confidential pursuant to Section 2.13 (Form 22—Request for Confidentiality), the Respondent must submit one (1) copy of the Proposal from which confidential information has been excised as provided in Section 2 and which is marked "Public Copy." **NOTE: Respondents MAY NOT seek confidential treatment of their Cost Proposal, in whole or in part.**

3.1.4 Proposals shall not contain promotional or display materials.

3.1.5 Attachments shall be identified in the body of the main Proposal.

3.1.6 If a Respondent proposes more than one solution to any RFQ specifications, each must be labeled and submitted in a separate Proposal, and each will be evaluated separately.

3.2 Proposal Contents

The following documents and responses shall be included in the Proposal in the order given below.

3.2.1 Transmittal Letter (Required)

An individual authorized to legally bind the Respondent shall sign the transmittal letter. The letter shall include the Respondent's mailing address, email address, and telephone number.

3.2.2 Title Page

Include company name, address, phone number, email address, and authorized representative along with the Proposal Number.

3.2.3 Table of Contents

The Respondent shall include a table of contents of its Proposal.

3.2.4 Technical Proposal

The Respondent shall submit a Technical Proposal, which shall include all information requested/required by Section 4 (Technical Proposal Contents) in accordance with the formatting requirements set forth above.

3.2.5 Cost Proposal: Attachment 1

The Respondent shall submit a Cost Proposal, which shall include all information requested/required in the Cost Proposal Addenda hereto (Attachment 1: Cost Proposal).

3.2.6 Authorization to Release Information Letter: Attachment 2

The Respondent shall sign and submit with the Proposal the document included as Attachment 3 (Authorization to Release Information Letter) in which the Respondent authorizes the release of information to the Agency by third parties.

3.2.7 Form 22—Request for Confidentiality

The Respondent shall complete and submit with the Proposal the document included as Attachment 4 (Form 22—Request for Confidentiality) in which the Respondent shall identify whether and to what extent it is requesting confidential treatment for aspects of its Proposal and provide justification for any such request. **FORM 22 MUST BE COMPLETED AND INCLUDED WITH RESPONDENT’S PROPOSAL REGARDLESS OF WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED.**

SECTION 4 Technical Proposal Contents

This Section lists the specifications/requirements related to this RFQ. By submitting a proposal, the Vendor agrees to meet all stated specifications/requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFQ. If a Respondent is unclear about a specification or requirement or believes a change to a specification or requirement would allow for the Agency to receive better proposals, the Respondent is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.8 (Questions, Requests for Clarification, and Suggested Changes). Failure to raise a question, request for clarification, or suggestion through that process shall constitute a waiver of any objection or argument as part of any subsequent vendor appeal. Items in this Section 4 will be considered in the evaluation and scoring of the Respondent's Technical Proposal:

4.1 Executive Summary

The Respondent shall prepare an executive summary and overview of the goods and/or services it is offering, including all of the following information:

- 4.1.1** Statements that demonstrate that the Respondent has read, understands and agrees with the terms and conditions of the RFQ, including all addenda and attachments hereto.
- 4.1.2** Confirmation that Respondent has read the Scope of Work set forth herein, and that Respondent understands the scope and nature of the services/products being solicited.
- 4.1.3** An overview of the goods and/or services Respondent is offering in response to this RFQ.
- 4.1.4** An overview of the Respondent's plans for complying with the specifications and requirements of this RFQ.
- 4.1.5** Any other summary information that demonstrates Respondent's added value or differentiation from competitors.

4.2 Respondent Background Information

The Respondent shall provide the following general background information:

- 4.2.1** Name, address, telephone number, fax number and e-mail address of the Respondent including all d/b/a's or assumed names or other operating names of the Respondent and any local addresses and phone numbers.
- 4.2.2** Name, address and telephone number of the Respondent's representative to contact regarding all contractual and technical matters concerning the Proposal.
- 4.2.3** Name, address and telephone number of the Respondent's representative to contact regarding scheduling and other arrangements.
- 4.2.4** Name, contact information and qualifications of any subcontractors who will be involved with this project the Respondent proposes to use and the nature of the goods and/or services the subcontractor would perform.
- 4.2.5** Respondent's systems for managing projects and project documentation.

4.3 Technical Specifications

The Agency, Electronic Services System, administers Iowa Land Records, a statewide system for searching and retrieving land record information and for electronically filing documents for recording in the State of Iowa. The following is a brief technical description of the system and the development environment.

- ESS operates in a Linux environment with VMware virtualized servers on a hosted system located in Iowa. The Linux environment is a hybrid of SUSE and Ubuntu
- The ESS System currently operates with a DB2 database platform.
- The primary programming platforms are in Java (OpenJDK) and JSON
- Applications are developed within the Spring Framework (Spring Boot)
- Code and other files are stored, managed, and shared in Bitbucket.
- Projects and tickets are tracked in JIRA
- Documentation is stored in Confluence
- JetBrains is used to boost productivity by providing Integrated Development Environments that understand code context and automate routine tasks
- APIs are developed with REST

The personnel proposed for these activities will work with and under the supervision of the ESS Technical Lead and other core members of the ESS development team. Proposed developers should have substantial experience with these platforms. Experience with breaking down specifications/use cases into individual tasks or subtasks and experience with associated open-source technologies such as Hibernate is desired.

Proposed Application Development

ESS and Iowa Land Records host a statewide database of more than 25 million public records from all 99 counties. The data and images can be accessed by real estate professionals and citizens through an online search application. There is no charge for the service, but user registration and authentication are required.

It has been proposed that a “notification” system be developed to advise users when documents are recorded with specified grantor or grantee names. It is expected that only contemporaneously recorded documents would be monitored, and if a match to a name was found, the user would receive an electronic notice - likely email. The “notice” is intended to be a service to allow users to monitor recording activity. It can be likened to notices provided for bank account or credit card transactions.

ESS and ILR propose to leverage its existing infrastructure and search application to build the service. The following is a basic summary of primary components.

Monitored Names

Monitored names would be focused on grantor or grantee names associated with and indexed for recorded documents. Each day counties transfer recently recorded documents to Iowa Land Records, and it is those documents and their associated indexes which would be contemporaneously reviewed. Older historical records (by recording date), even if recently uploaded to ILR, would be excluded.

Within the land records database a name can be in the form of a parsed human name (first name, middle name, last name), an unparsed human name (full name), or a company/organization name. It should be noted that unparsed human names and company/organization names are archived with the same data element and only differentiated by a human or nonhuman flag.

Participating users would be required to specify one or more names and to indicate whether the names are parsed human, full/human, or company/organization names.

Archive of Monitored Names

Names specified by a user will need to be archived and referenced regularly by the notification application. It is presumed that a table (or tables) will be created to hold the necessary information (user account, name profiles, county names). It is possible that some of the information may be in different tables, depending on the application configuration. The basic name table could be titled Grantor/Grantee Name Table (or Notification Name Table).

Notification Search Application

Once the profiles and archive of monitored names are established, an application would be created to periodically check for matching names. The application would be programmed to check “contemporaneously” recorded documents. Key data from search results may need to be temporarily archived (see Temporary Notification Information). Data extracted from the search results would include Unique document ID, recording reference number (when applicable), recording book/page (when applicable), date of recording, ILR document type, date/time of recording, matching name(s) (parsed human, unparsed human, company/organization (nonhuman) as applicable, and the profiler’s (user’s) name and email address. Connections of information stored in different tables may also be required here.

Note: Sometimes counties get behind on their indexing and transferring. If the previous day’s recordings was the cutoff, some matching names and notifications might be missed. The “cutoff” may need to be a recording date no earlier than 30 calendar days included in the previous days “uploads”. The Terms of Service disclaimer might need to cover anything outside of that range. Otherwise, an administrative mechanism might need to be created to flag certain older documents to be searched by the notification system. This will be studied further before specifications are finalized.

It is possible that the existing search application could in some way be leveraged to perform the search. A possible advantage of this is the use of the “starts with” coupled with a wildcard character (*) function. A possible drawback of this approach could be an unexpected “load” placed on the search application which might interfere with normal operations. Its use might also preclude the use of search methods other than character matching. The timing of the notification search could come into play.

It is expected that different options will be explored in the design of this application. The initial concept suggested that notification searches would be performed in “nonpeak” hours.

Temporary Notification Information

As noted above, the extraction of search results may need to be archived in a temporary table. The purpose of the table (and associated tables) would possibly be for two functions.

1. To serve as the source of information to be inserted into emails sent to notification users (when positive matches are found).
2. To serve as the source of information for adding to a user’s profile so that they could examine some form of “history” of notifications received

Notification and Archive Utility

Once information has been assembled in a Temporary Notification Information table, a utility will be needed to perform the following tasks.

- Generate and distribute email messages to users with name profiles resulting in positive matches. The message format and content will need to be designed and developed. It would likely contain text such as “Recording Notification. A document has been recorded which matches your profile for the name <insert name>.” The message would likely include the following data elements: Grantor/Grantee Name (parsed human, unparsed human, company/organization (nonhuman) as applicable), county name, recording reference number (when applicable), recording book/page (when applicable), date/time of recording, ILR document type, ILR Unique document ID. The message might also instruct the user to search for the document on ILR or to contact the county recorder for more information. Footnotes might specify the Terms of Service disclaimer.

Additional functionality will need to be added to the ILR email application, along with the creation of the appropriate email template.

- For users of the ILR Search application, generate a notification message indicating that a recording with a matching name had been found. This would require the creation of a notification message function on the main ILR search landing page, and an associated page or other feature which would display the notification message. [This could be a future enhancement, outside the scope of this project.]
- Archive all positive notification search results in transitional and permanent Notification History tables. The intent would be to temporarily archive the positive search results in a transitional table and make it accessible to system users and ILR administrators and customer service representatives. Some form of retention policy would be defined (length to be determined but likely no more than one year) to make a history of recent notifications accessible. The intent of a permanent Notification History table is to maintain a static offline archive of the history of all notifications. History tables will need to be designed and developed and may require the management of information in multiple tables.

Purge Utility

Once the information was “used” for the notifications and placed in the “history” archives, the temporary notification information could be cleared, and the “temporary” table could be ready for use in the next cycle. A utility will be needed to remove information that had been temporarily stored, and to provide space for the next day’s search results.

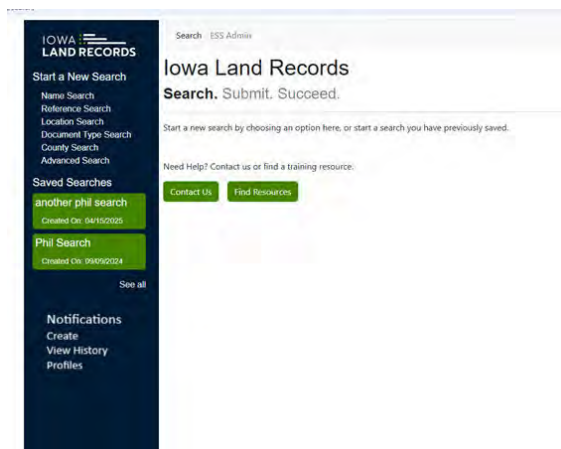
User Interfaces

To enable the service and make it functional, there are several user interfaces which will need to be created for both users and system administrators. Iowa Land Records provides search services to nearly 13,000 active registered users. Having authorization to search the land records is a first step of entry to examining recording activity because it provides an easy way to search records by grantor/grantee name. The notification system would enhance this capability by setting up a mechanism for “alerts” about records are recorded. Signing up for a “Search” account with ILR is easy and free! See: <https://iowalandrecords.org/ess-individual-search-application/>. For security

reasons, user authentication is required.

- **ILR Notification Application User Interface.** Access to the Notification function could be on the main Search landing page in the left navigation bar. The primary label might read “Notifications” followed by “Create or Edit Notifications”, which would be an active link. Selection of the link could lead to a form on a page to specify criteria for and to name a notification search. The form would require the entry of a parsed name, full name or organization name, and notification profile name would be required. The format of the form may be patterned after the existing ILR Name Search but excluding the “date range” criteria. As noted elsewhere, a review of county selection option is expected. The action button could read as “Save Profile” or “Save Alert.” The user would be required to name the profile.

Other links under the “Notifications” heading, and associated pages would be “View Notification History,” or “View Notification Profiles”.



Sample Illustration of Possible Notification Access

- **View Notification Profiles Page.** Create a link labeled "See Notification Profiles" which would be displayed in the left navigation bar of the Search application, and when selected, the Notification Profiles page would be displayed. Use the existing “Saved Searches - See all” page as the model for the notification profiles page. Instead of using the label “Saved Searches” use the label “Saved Notification Profiles”. Alternatively: “Notification Profiles”.

Generally, format the display of the Saved Notifications as follows:

- The title of each profile would be formatted as “Notification: [Insert Name Specified]”
- Created On: [Date Profile Created]
- Counties: [Specify Counties Selected or All]

The trashcan icon may be retained and, if selected, the notification profile would be removed.

The right arrow (as shown in “Saved Searches”) would be removed and replaced with an “Edit” label. Selection of the Edit label would return the user to Interface where the user might alter the name or specify a different county or counties.

- **View Notification History Page.** Create a link labeled "See Notification History" which would be displayed in the left navigation bar of the Search application, and when selected, the Notification History page would be displayed. The page would present a table of

information about previous notifications sent to the user. The history might be time delimited, up to all notifications generated in the previous 12 months (rolling calendar). The default setting could be “current” month, with options for “previous month,” “current year,” and “custom” with the option to choose a date range no greater than the previous 12 months. A utility would be required to purge data in a user’s notification history which has a creation date of greater than one year.

The data displayed in the initial view of the Notification History could display the date of the notification, the name of the notification profile, and if feasible the name of the grantor/grantee specified in the profile. Selection of a link in this columnar table could be set to open a page with more details about the notification.

The column headings for the Notification Details could be as follows.

Notification Profile Name: Displaying the Name given to the profile by the user
Grantor/Grantee name specified in the profile
Date of Notification
Recording Date
County Name
Document Type
Recording Reference Number
Recording Book /Recording Page (if applicable)
Unique Document Code Value [This potentially could be an active link to the document within the ILR Search application.

- **Notification Administration.** ESS and Iowa Land Records administrators and customer service representatives will require an interface to enable customer service functions for the notification service, and to perform research on notification usage. This will likely be incorporated with an existing set of tools for managing the Search application. Specifically, the following functions will be required.
 - Search for notification profiles by registered usernames, or names
 - Viewing notification profiles and profile attributes
 - Viewing the notification history for individual users
 - Generating reports for notification activity by notification date range, user, county(ies), profile name or username – see View Reports in ESS Admin. Reports should be exportable in different formats. ESS Admin View Reports supports exports to text, csv, Excel or PDF.

Other specific administrative functions may need to be added to other components of ESS Admin including user management. [To be defined.]
- **Alternative Method for Profile Specifications.** Another means of selecting the specifications for notification profiles may be the search application itself. Experience suggests that the best practice may be to perform various methods of name searching and examining the search results. Some name forms may produce better results than others and could be very helpful in choosing the “name” associated with a notification profile. When viewing search results in Iowa Land Records, a user has the option to create a saved search based on the search just performed. It may be possible in a subsequent version of an ILR Notification System to run a search and then save a notification profile using the same search criteria. Selection of a “Create Notification” button could be a simple action

to create and save a named notification profile. A notification profile would be created based on the name (person, organization, or full name) and the counties selected for the search that had just been performed. [This alternative is beyond the scope of the current project, except to insure that the architecture of the notification system would not inhibit its development in the future.

Miscellaneous Requirements and Variations

- The ILR Search application limits a user to up to 9 “saved search” profiles. A similar limitation may be applicable to an individual's user's notification profiles. There will likely need to be a view of each saved notification profile. Selection of a profile may be the action required to edit or delete a notification profile.
- It will be necessary to specify the exact criteria for which records are searched. A variation could be recently recorded documents (documents with recording dates no more than 30 days prior) and made public by ILR on the previous day. Choosing the best criteria may require some trial and error exploration. As noted previously, this should be created as a property within the ILR ESS Admin application.

Note: a “property or setting” in the applications may need to be created to allow for an adjustment of these settings.

Note: It is possible that information about a document could be “reuploaded” to ILR during the 30 day window – which could result in duplicate notifications. Options for preventing this need to be explored. An example might be to check the document code values to see it had previously generated a notification.

- Consideration will be given to allowing a name search to apply to all 99 counties or only to specified counties. Currently ILR allows a name search on no more than five counties at a time. Load on ILR systems may be the determining factor. This may also be a parameter that is set up as an application property.
- The planned notification system does not contemplate allowing unauthenticated user to self-register and set up notification profiles. ILR believes that the system will be more secure and less subject to abuse if only authenticated users are allowed access. Setting up an ILR user account is easy to do and provides the user with the added benefit of being able to independently search for records.
- The standard search/notification user would not be required to use multi-factor authentication (MFA) at this time.
- The ILR central authentication system requires MFA for certain users with administrative or payment privileges. Tokens are currently sent via email. ILR is not currently set up to send multifactor authentication tokens via SMS. This may become an option in the future, but it is not within the scope of this project.
- It is expected that notification emails will contain some standard text accompanied by the user's applicable information. The information could be embedded in the body of the message as a table. Essentially, the message would notify the user that recently recorded documents were found matching the name criteria they provided. No email message would be generated to users with no matching results.
- While not within the scope of this project, an associated administrative task will be to

update the ESS and ILR Terms of Service to ensure that no warranty is offered and that the “free” service is provided and accepted “as is”.

- For security reasons, if a user’s ILR account becomes inactive because they haven’t logged in for a period of time, the account is deactivated. The user would not be able to log in and perform a search. However, it is possible that the notification system could retain the notification profiles and continue to send email notification when name matches were found with recently recorded documents. Deactivated users would not be able to view notification history, create or edit notification profiles, or perform other search functions. Retention policies will be reviewed, but for the purposes of initial planning the following regime is suggested.
 - Notification profiles will remain fully active as long as the user account is active. This simply requires periodic logins to the system.
 - Notification profiles associated with a deactivated user account would remain partially active for a period of one year following the account deactivation. A deactivated user would continue to receive notification emails but could not access other system features. After one year, the notification profiles associated with the deactivated user would be deleted. A deactivated user wishing to opt out of the notification service during the one-year period would be required to contact ILR support for assistance. (An administrator may need a function to discontinue a notification profile prior to the end of the year.) A purge utility would need to be created to remove notification profiles one year after a user’s last login. Inactive email accounts, as represented by failed delivery notices, may result in both deactivation and removal of notification profiles.
 - Authenticated users would be allowed to set up a new account at any time, subject to the Terms of Service.
 - Generally, in the case of the deactivation of user’s account, the standard course of action will be to work with the user to set up a new account. This may require some users to choose a new username. It would also require users to set up new save searches and notification profiles.
 - As a method for encouraging users to keep their accounts active, the scope of work for this project will include the creation of an email reminder protocol when the deactivation date of an account due to inactivity is approaching.

System Architecture Options

While beyond the scope of the current project, there are several future notification system enhancements that may be considered. To the extent practicable, the architecture and design of the notification system should contemplate the possible addition of the following functionality.

1. The creation of a companion land record notification application based on document associations. An associated document is one which has a relationship with a antecedent or contemporaneous document. For example, a mortgage document and a satisfaction of mortgage document are related, and recording indexes should include an associated reference between each. A user could flag the original mortgage document and ask the system to send a notification if another document is recorded which is related to it. In other words, a “watch” request on an original document could be establish and a notification could be trigger if any subsequent

document with an association to it is recorded. This could be another specific type of notification profile. The notification should account for this possibility in its design.

2. There are other types of transactional activity that could leverage the notification system, once created. The application could be connected to databases of other documents or other types of public transactions which could benefit professionals and citizens with their work and life activities. The design of the notification system should contemplate the addition of notifications regarding other activities.

4.4 Personnel

For the activities, skill sets, and experiences described in sections 1.3 and 4.3, identify the personnel within the organization who best align with these activities, skills, and experiences and who may be available to work on related ESS systems and projects. Alternatively, or in addition to an organization's internal personnel, identify any subcontractor personnel who would likely be available for assignment to ESS systems and projects through the Service Provider organization. For each individual identified in this response, provide a brief biographical summary, a summary of their core technical skills and competencies, and any pertinent information about how an individual is suited for one of more of the identified focus areas.

4.5 Mandatory Specifications

The Respondent shall answer "yes" or "no" as to whether it will comply with each specification in this Section. Where the context requires more than a "yes" or "no" answer, or the specification so indicates, Respondent shall explain how it will comply with the specification. In that case, merely repeating a mandatory specification may be considered non-responsive and result in the rejection of the Proposal.

Proposals must identify any deviations from the specifications of the RFQ or specifications the Respondent cannot satisfy. If the Respondent deviates from or cannot satisfy the specification(s) of this section, the Agency may reject the Proposal without further consideration.

The Service Provider must:

General

4.5.1 Demonstrate the capability to provide the personnel, equipment, tools, test equipment, and expertise to meet the objectives described in this RFQ.

4.5.2 Demonstrate the capability to provide supplementary services in support of the created software and system(s), if needed, over time.

4.6 Firm Offer. Respondent shall guarantee that the goods or services offered in the Proposal are currently available and that all Proposal terms, including price, will remain firm for the number days indicated on the RFQ cover sheet following the deadline for submitting Proposals.

SECTION 5 EVALUATION AND SELECTION

5.1 Introduction

This section describes the evaluation process that will be used to determine which Proposal(s) provides the greatest benefit to the Agency. The Agency will not necessarily award the Work authorization or contract or agreement amendment to the Respondent offering the lowest cost to the Agency. Instead, the Agency will award to the Respondent whose Responsive Proposal the Agency believes will provide the best value to the Agency. Proposals will generally be evaluated according to completeness, content, experience, ability and responsibility of the Respondent and its staff, and cost.

5.2 Evaluation Committee

The Agency will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFQ. The Agency will use an evaluation committee to review and evaluate the Technical Proposals. The evaluation committee will recommend an award based on the results of their evaluation to the Agency or to such other person or entity who must approve the recommendation.

5.3 Proposal Evaluation and Scoring

5.3.1 All Technical Proposals will first be reviewed to determine if they comply with the requirements set forth in the RFQ, and to determine whether Respondent is a Responsible Respondent. By way of example only, the Issuing Officer will review Respondent's Technical Proposal for responsiveness, compliance with the requirements of the RFQ, and responsibility, including review of:

5.3.1.1 Respondent's Technical Proposal to ensure it satisfies the Form and Content requirements of Section 3 (Form and Content of Proposals).

5.3.1.2 Respondent's Technical proposal to ensure Respondent has agreed that it will comply with or otherwise satisfy any Mandatory Specifications set forth in Section 4 (Technical Proposal Contents).

5.3.1.3 Respondent's Technical Proposal to ensure Respondent has completed and submitted all necessary attachments in accordance with all applicable instructions and requirements

5.3.1.4 Not Applicable.

5.3.1.5 Respondent's Technical Proposal and all other attachments (other than the Cost Proposal, which shall only be opened and reviewed as set forth below) to determine whether the Proposal should otherwise be rejected pursuant to Section 2.18 (Rejection of Proposals) or is a non-Responsive Proposal.

5.3.2 If a Respondent is determined to be a Responsible Respondent, the Proposals will then be evaluated and scored by the evaluation committee based on the evaluation categories identified herein.

5.3.2.1 The Service Provider's overall background, qualifications, experience and track record in producing similar work products for other clientele.
(Up to 100 Points)

5.3.2.2 The thoroughness, completeness and comprehension level of required service provider(s) responses to the requirements specified in Section 4.
(Up to 250 Points)

5.3.2.3 The extent to which the capabilities of a service provider(s) fit one or more of the described areas of focus described in Section 1.3 or the Technical Specifications described in Section 4.3, and provide the necessary expertise to effectively assist the Agency in achieving its associated goals.
(Up to 150 Points)

5.3.2.4 The overall value and cost effectiveness of a Service Provider's proposal as indicated by one or more of the following:

The overall value of the service when examined in comparison with proposals for similar services offered by other Service Providers.

The cost of the services, when examined in comparison with proposals for similar services offered by other Service Providers.

(Up to 300 Points)

5.3.3 Minimum Proposal Score

Proposals must receive at least 500 of the available points in order to be eligible to be awarded the work authorization or contract or agreement amendment. Proposers who do not receive at least 500 points available for the will not be eligible for further consideration in the RFQ.

5.4 Reserved

5.5 Preferences

5.5.1 When selecting a Service Provider(s), an Iowa-based Respondent will receive preference.

5.5.2 Second preference will be given to Respondents based in the United States over Respondents based outside the United States.

SECTION 6 CONTRACT TERMS, CONDITIONS, AND ADMINISTRATION**6.1 Contract Terms and Conditions**

The Work authorization or contract or agreement amendment(s) that the Agency expects to award as a result of this RFQ shall comprise the specifications, terms and conditions of the RFQ, written clarifications or changes made by the Agency to the RFQ through an amendment to the RFQ in accordance with the provisions of the RFQ, the Terms and Conditions, the offer of the successful Respondent contained in its Proposal, and any other terms deemed necessary by the Agency. No objection or amendment by a Respondent to the provisions or terms and conditions of the RFQ or the Terms and Conditions shall be incorporated into the Work authorization or contract or agreement amendment unless the Agency has explicitly accepted the Respondent's objection or amendment in writing.

The Work authorization or contract or agreement amendment terms and conditions in this Section 6, the General Terms and Conditions to the extent referenced and linked to on the RFQ cover page, and/or any Terms and Conditions attached to and accompanying this RFQ as an attachment hereto, will be incorporated into the Work authorization or contract or agreement amendment. The Terms and Conditions may be supplemented at the time of work authorization or contract or agreement amendment execution and are provided to enable Respondents to better evaluate the costs associated with the RFQ specifications and the Work authorization or contract or agreement amendment. All costs associated with complying with such Terms and Conditions should be included in any pricing quoted by the Respondent.

With respect to companies under contract for ESS Development & Technical Support Services as procured under RFQ ESS-2021-1 and which have provided software development services to ESS under prior work authorizations, the provisions of that Agreement remain applicable including but not limited to the following:

- Definitions
- Services and Deliverables
- Ownership and Intellectual Property
- Indemnification
- General Provisions

With respect to companies which have an active and operational Maintenance and Support Agreement with the Electronic Services System the provisions of that Agreement remain applicable including but not limited to the following:

- Section 2. Definition of Terms
- Section 3.1 Software License Agreement
- Section 6. General Provisions
- Section 7. Limitation of Liability

Software development or software engineering creating new code or systems will be considered Developments or Deliverables or Customer-Owned Deliverables and as such are works for hire and owned by ESS. Software development or engineering using code or systems previously created by the Service Provider or Vendor are Derivative Works owned by the Service Provider and may be subject to a license agreement with a nonexclusive, perpetual, and full paid-up right to use or modify the Derivative Works. It is the responsibility of the Service Provider to identify any Derivative Works proposed for use when developing the notification system.

The purpose of this Request for Qualifications and Quotes (RFQ) is to solicit proposals from Responsible Respondents to provide the goods and/or services identified on the RFQ cover sheet

and further described in Section 1.3 and in Section 4 of this RFQ to the Agency identified on the RFQ cover sheet.

By submitting a Proposal, Respondent acknowledges its acceptance of the terms and conditions of the RFQ and the Terms and Conditions without change except as otherwise expressly stated in its Proposal. If the Respondent takes exception to a provision, it must identify it by page and section number, state the reason for the exception, and set forth in its Proposal the specific RFQ or Terms and Conditions language it proposes to include in place of the provision. If Respondent's exceptions or proposed responses materially alter the RFQ, or if the Respondent submits its own terms and conditions or otherwise fails to follow the process described herein, the Agency may reject the Proposal, in its sole discretion.

The Agency will evaluate all Proposals without regard to any proposed modifications to any terms and conditions of the RFQ or Terms and Conditions by Service Provider. Once a Proposal has been identified as one for which an Award recommendation has been made, but prior to notifying Respondents of the decision, the Agency, in its sole discretion, may consider any proposed modifications to the terms and conditions of the RFQ or Terms and Conditions identified in that Proposal. The Agency reserves the right to either award a Work authorization or contract or agreement amendment(s) without further negotiation with the successful Respondent or to negotiate Work authorization or contract or agreement amendment terms with the successful Respondent if the best interests of the Agency would be served. As such, if any proposed modifications are not determined to be in the best interests of the Agency, or appear to pose a substantial impediment to reaching agreement, the Agency may, in its sole discretion:

- 6.1.1** Issue a Notice of Intent to Award in favor of the successful Respondent(s), but decline to agree to or further negotiate any proposed modifications to terms and conditions identified by the Respondent in its Proposal;
- 6.1.2** Issue a Notice of Intent to Award in favor of the successful Respondent(s), and identify in the Notice proposed modifications to terms and conditions identified by the Respondent in its Proposal with which the agency will or will not agree or further negotiate;
- 6.1.3** Enter open-ended negotiations with the successful Respondent; provided, that any such negotiations shall be limited to the proposed modifications to terms and conditions identified by Respondent in its Proposal;
- 6.1.4** Change the Agency's recommendation for Award and issue a Notice of Intent to Award to a Respondent whose proposal does not pose as great of a challenge to the Agency.

Any ambiguity, vagueness, inconsistency or conflict, either internal to such modification(s) or arising when read in conjunction with other portions of the primary contract for ESS Development & Technical Support Services or Maintenance and Support Agreement, shall be construed strictly in favor of the Agency. Only those proposed modifications identified in the Notice of Intent to Award issued by the Agency as terms and conditions with which the agency will or will not agree or further negotiate shall be part of the Work authorization or contract or agreement amendment, and the Agency may ignore all proposed modifications, accept one or more and ignore others, accept all or, through negotiations after an award, agree to compromise language concerning one or more proposed modifications to be incorporated into a final Work authorization or contract or agreement amendment between the parties. By executing and submitting its Proposal in response to this RFQ, Respondent understands and agrees that the Agency may exercise its discretion not to consider any or all proposed modifications Respondent may request and may accept Respondent's proposal under the terms and conditions of this RFQ and the Terms and Conditions.

Attachment #1 Cost Proposal

I. Payment Terms

The Agency is allowed at least sixty (60) days to pay an invoice submitted by a Vendor.

II. Payment Methods

The Agency, in its sole discretion, will determine the method of payment for goods and/or services as part of any Work authorization or contract or agreement amendment.

Please indicate in your Cost Proposal all of the payment methods you will accept.

III. Professional Services/Personnel Costs

Respondent's Cost Proposal shall identify by position name and title the hourly rate charged for each individual proposed for the requested professional services.

IV. Travel or Trip Charges

Respondent's Cost Proposal shall include any and all ancillary fees or charges associated with the services of an individual including but not limited to trip charges or travel expenses. This information should be described in an addendum to the Cost Proposal

V. Other Costs

The Cost Proposal shall include any and all fees or charges associated with the delivery of the services proposed by the Respondent.

The following template is required. Please use additional pages to provide any additional narrative support for the cost information. Functional areas are listed as examples only. Identify a function role for each named individual and position title.

Respondent's Company Name: _____ Street Address: _____
 City, State, & Zip Code: _____
 Telephone Number: (____) _____ FAX Number: (____) _____
 Email Address: _____
 Federal ID Number: _____ (Attach W9 form)
 Date: _____

Personnel/ Position Title	Function Area	Hourly Rate	Comments or Summary Narrative
	1. Technical Lead	\$0.00	
	2. Software Development or Engineering		
	3. Business Analysis		
	4. User Experience		
	5. Project Manager		
	6. Delivery Lead		
	7. Database Management		
	8. User Management		
	9. Data Integration		
	10. Data Analytics		
	11. Email Management		
	12. Other		
	13. Other		
	14. Other		

	15. Other		
	16. Other		

[Add additional rows as necessary]

Signature

Date

Printed Name

Title

[This Cost Proposal must be signed by an individual authorized to speak for/bind Respondent]

Attachment #2: Authorization to Release Information Letter

Alterations to this document are prohibited, see section 2.14.14.

[Date]

Phil Dunshee, Issuing Officer
Electronic Services System
8711 Windsor Parkway, Suite 2
Johnston, IA 50131

Re: RFQ Number: ESS-2026-1 - AUTHORIZATION TO RELEASE INFORMATION

Dear Mr. Dunshee:

[Name of Respondent] _____ **(Respondent)** hereby authorizes the Electronic Services System ("Agency") or a member of the Evaluation Committee to obtain information regarding its performance on other contracts, agreements or other business arrangements, its business reputation, and any other matter pertinent to evaluation and the selection of a successful Respondent in response to RFQ Number: ESS-2026-1.

The Respondent acknowledges that it may not agree with the information and opinions given by such person or entity in response to a reference request. The Respondent acknowledges that the information and opinions given by such person or entity may hurt its chances to receive work authorization or contract or agreement amendment awards from the Agency or may otherwise hurt its reputation or operations. The Respondent is willing to take that risk.

The Respondent hereby releases, acquits and forever discharges the State of Iowa, the Agency, their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the undersigned that it may have or ever claim to have relating to information, data, opinions, and references obtained by the Agency or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to the RFQ.

The Respondent authorizes representatives of the Agency or the Evaluation Committee to contact any and all of the persons, entities, and references which are, directly or indirectly, listed, submitted, or referenced in the Respondent's Proposal submitted in response to RFQ.

The Respondent further authorizes any and all persons and entities to provide information, data, and opinions with regard to its performance under any contract, agreement, or other business arrangement, its ability to perform, business reputation, and any other matter pertinent to the evaluation of the Respondent's Proposal. The Respondent hereby releases, acquits and forever discharges any such person or entity and their officers, directors, employees and agents from any and all liability whatsoever, including all claims, demands and causes of action of every nature and kind affecting the Respondent that it may have or ever claim to have relating to information, data, opinions, and references supplied to the Agency or the Evaluation Committee in the evaluation and selection of a successful Respondent in response to RFQ.

A photocopy or facsimile of this signed Authorization is as valid as an original.

Sincerely,

Signature

Name and Title of Authorized Representative

Date

Attachment #3: Form 22 – Request for Confidentiality

SUBMISSION OF THIS FORM 22 IS REQUIRED

THIS FORM 22 (FORM) MUST BE COMPLETED AND INCLUDED WITH YOUR PROPOSAL. THIS FORM 22 IS REQUIRED WHETHER THE PROPOSAL DOES OR DOES NOT CONTAIN INFORMATION FOR WHICH CONFIDENTIAL TREATMENT WILL BE REQUESTED. FAILURE TO SUBMIT A COMPLETED FORM 22 WILL RESULT IN THE PROPOSAL TO BE CONSIDERED NON-RESPONSIVE AND ELIMINATED FROM EVALUATION. COMPLETE PART 1 OF THIS FORM 22 IF PROPOSAL DOES NOT CONTAIN CONFIDENTIAL INFORMATION. COMPLETE PART 2 OF THIS FORM 22 IF PROPOSAL DOES CONTAIN CONFIDENTIAL INFORMATION.

1. Confidential Treatment Is Not Requested

A Respondent not requesting confidential treatment of information contained in its Proposal shall complete Part 1 of Form 22 and submit a signed Form 22 Part 1 with the Proposal.

2. Confidential Treatment of Information is Requested

A Respondent requesting confidential treatment of specific information shall: (1) fully complete and sign Part 2 of Form 22, (2) conspicuously mark the outside of its Proposal as containing confidential information, (3) mark each page upon which the Respondent believes confidential information appears **and CLEARLY IDENTIFY EACH ITEM for which confidential treatment is requested; MARKING A PAGE IN THE PAGE MARGIN IS NOT SUFFICIENT IDENTIFICATION**, and (4) submit a “Public Copy” from which the confidential information has been excised.

Form 22 will not be considered fully complete unless, for each confidentiality request, the Respondent: (1) enumerates the specific grounds in Iowa Code Chapter 22 or other applicable law that supports treatment of the information as confidential, (2) justifies why the information should be maintained in confidence, (3) explains why disclosure of the information would not be in the best interest of the public, and (4) sets forth the name, address, telephone, and e-mail for the person authorized by Respondent to respond to inquiries by the Agency concerning the confidential status of such information.

The Public Copy from which confidential information has been excised is in addition to the number of copies requested in Section 3 of this RFQ. The confidential information must be excised in such a way as to allow the public to determine the general nature of the information removed and to retain as much of the Proposal as possible.

Failure to request information be treated as confidential as specified herein shall relieve Agency personnel from any responsibility for maintaining the information in confidence. Respondents may not request confidential treatment with respect to pricing information and transmittal letters. A Respondent’s request for confidentiality that does not comply with this form or a Respondent’s request for confidentiality on information or material that cannot be held in confidence as set forth herein are grounds for rejecting Respondent’s Proposal as non-responsive. Requests to maintain an entire Proposal as confidential will be rejected as non-responsive.

If the Agency receives a request for information that Respondent has marked as confidential and if a judicial or administrative proceeding is initiated to compel the release of such information, Respondent shall, at its sole expense, appear in such action and defend its request for confidentiality. If Respondent fails to do so, Agency may release the information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction. Additionally, if Respondent fails to comply with the request process set forth herein, if Respondent’s request for confidentiality is unreasonable, or if Respondent rescinds its request for confidential treatment, Agency may release such information or material with or without providing advance notice to Respondent and with or without affording Respondent the opportunity to obtain an order restraining its release from a court possessing competent jurisdiction.

Part 1 – No Confidential Information Provided

Confidential Treatment Is Not Requested

Respondent acknowledges that the proposal response contains no confidential, secret, privileged, or proprietary information. There is no request for confidential treatment of information contained in this proposal response.

This Form must be signed by the individual who signed the Respondent’s Proposal. The Respondent shall place this Form completed and signed in its Proposal.

- **Fill in and sign the following if you have provided no confidential information. If signing this Part 1, do not complete Part 2.**

_____	_____	_____
Company	RFQ Number	RFQ Title
_____	_____	_____
Signature (required)	Title	Date

(Proceed to the next page only if Confidential Treatment is requested.)

Part 2 - Confidential Treatment is Requested

The below information is to be completed and signed ONLY if Respondent is requesting confidential treatment of any information submitted in its Proposal.

NOTE:

- **Completion of this Form is the sole means of requesting confidential treatment.**
- **A Respondent MAY NOT REQUEST that pricing information in proposals be held in confidence.**

Completion of the Form and Agency’s acceptance of Respondent’s submission does not guarantee the agency will grant Respondent’s request for confidentiality. The Agency may reject Respondent’s Proposal entirely in the event Respondent requests confidentiality and does not submit a fully completed Form or requests confidentiality for portions of its Proposal that are improper under the RFQ.

Please provide the information in the table below. Respondent may add additional lines if necessary or add additional pages using the same format as the table below.

RFQ Section :	Respondent must cite the specific grounds in <i>Iowa Code Chapter 22</i> or other applicable law which supports treatment of the information as confidential.	Respondent must justify why the information should be kept in confidence.	Respondent must explain why disclosure of the information would not be in the best interest of the public.	Respondent must provide the name, address, telephone, and email for the person at Respondent’s organization authorized to respond to inquiries by the Agency concerning the status of confidential information.

This Form must be signed by the individual who signed the Respondent’s Proposal. The Respondent shall place this Form completed and signed in its Proposal. A copy of this document shall be placed in all Proposals submitted including the Public Copy.

- **If confidentiality is requested, failure to provide the information required on this Form may result in rejection of Respondent’s submittal to request confidentiality or rejection of the Proposal as being non-responsive.**
- **Please note that this Form is to be completed and signed only if you are submitting a request for confidential treatment of any information submitted in your Proposal. If signing this Part 2, do not complete Part 1.**

Company

RFQ Number

RFQ Title

Signature (required)

Title

Date

Attachment #4: Response Checklist

RFQ REFERENCE SECTION	RESPONSE INCLUDED		LOCATION OF RESPONSE
	Yes	No	
Digital Copy of the Proposal 3.1			
If confidential treatment requested, one (1) Public Copy with Confidential Information Excised 3.1.3			
Transmittal Letter 3.2.1			
Title Page 3.2.2			
Table of Contents 3.2.3			
Technical Proposal:			
Executive Summary, including statement that Respondent agrees to and understands services/goods being solicited 4.1			
Respondent Background Information 4.2			
Technical Specifications 4.3			
Personnel 4.4			
Mandatory Specifications 4.5			
Firm Offer 4.6			
Cost Proposal (Attachment #1):			
Payment Terms I			
Payment Methods II			
Personnel Costs III			
Cost Proposal 3.25			
Additional Attachments:			
Authorization to Release Information (Attachment #2) 3.2.6			
Form 22—Request for Confidentiality (Attachment #3) 3.2.7			

February 10, 2026

To: ESS Service Providers

From: Phil Dunshee

Re: RFQ Number: ESS-2026-1
Questions & Answers

As provided in Section 2.8 of the RFQ, ESS Service Providers were invited to submit written questions and requests for clarifications regarding the RFQ. ESS Service Providers were also invited to submit suggestions for changes to the specifications of this RFQ. The questions, requests for clarifications, or suggestions were to be received in writing by the Issuing Officer by 5:00 PM CST on February 6, 2026.

The following are the questions received by the deadline. The questions are in no particular order. Responses are provided immediately following each question. No addendum to the RFQ is being made which would modify the RFQ.

Proposals in response to the Request for Quotes (RFQ) are due by 3:00 PM CST on Tuesday, February 17, 2026. The form and content of proposals is specified in Section 3 of the RFQ.

Service Providers who respond to the RFQ will receive confirmation of receipt by ESS. ESS reserves the right to extend the deadline for responding to the RFQ if sufficient responses are not received.

Note: ESS has made limited edits to some questions for clarity. The edits are framed by [brackets].

Q. In the list of tools and environments the backend language and frameworks are listed, however there is no mention[ed] of frontend frameworks, such as React, Bootstrap, Tailwinds, etc. What languages and frameworks for frontend development will be required?

A. ESS primarily uses Bootstrap and Thymeleaf (<https://www.thymeleaf.org/>) for front end development. In some cases, ESS has also used React (<https://react.dev/>).

Q. In the list of tools there are various items such as JIRA, Confluence, and JetBrains. Is their usage expected and if so, will all necessary licenses be provided by ESS?

A. To the extent necessary, ESS/ILR project tracking, documentation and development tools can be extended for use by the service provider. This will be determined on a case-by-case basis once a service provider has been selected.

Q. In the list of development environment[s] there is no mention of automated testing frameworks or tools.

Does the ESS have a current testing framework?

If yes, what is it and is it expected to be used or can we use our own?

If yes, what are the expectations around code coverage? Types of tests (system, unit, integration, etc.)?

If no is there a desire to introduce a framework?

A. Yes. ESS has a test (staging) environment which must be used for testing and acceptance activities. It is generally expected that the service provider will utilize their own environments for development and unit testing. Integration testing will occur in the ESS staging environment.

Q. In the list of development environment[s], it is mentioned that source control is with Bitbucket. Is it expected that during development your source control will be used?

A. During development the service provider may use their own source control. However, provision must be made for ESS personnel to review and inspect before moving source code to the ESS staging environment.

Alternatively, ESS will enable use of its Bitbucket account for source control from the beginning. This would permit ESS to see where things are with the code and have the history of the code commits if we ever needed to look back on anything.

Q. If yes [to the question about requiring the use of Bitbucket], do you have a well-documented branching and code review process you want us to follow?

If no, we're happy to give access to our source control to ESS staff.

A. ESS does have an established branching and code review process. The specifics will be worked out after a service provider is selected. It is recommended that respondents describe their source control processes when submitting a response to the RFQ. ESS will appreciate the courtesy of having access to source control during the development process.

Q. In the Proposed Application Development section, it is mentioned that all existing infrastructure will be used. To facilitate a remote team and faster development and testing times it is imperative that the infrastructure is available and robust enough to handle this project. As such the following questions apply.

Is that infrastructure available remotely? Through what means?

A. ESS/ILR infrastructure will be made accessible, when necessary, through VPN.

Q. Are there different environments available for the different stages of the SDLC (Dev, QA, Staging)?

A. ESS has a staging and production environment.

Q. Are the development and QA environments available 24/7?

A. Yes, except during planned or unplanned maintenance.

Q. Are there existing release pipelines to deploy changes immediately to testing environments?

A. ESS has Jenkins up and running and there will be a release pipeline up and running once development begins. The specifics will be worked out after a service provider is selected.

Q. In the first bullet point of the Notification and Archive Utility section it is mentioned that the functionality will be added to the existing ILR email application. Does this application use a third-party service such as SendGrid or Mailgun, or just your SMTP?

A. The ESS/ILR email application is structured as SMTP.

Q. In the Notification Administration section, it is mentioned about generating and viewing reports.

Are these reports just web pages in the system or using a reporting library such as PowerBI, Tableau, SSRS, Jaspersoft, etc.?

If not a reporting framework, do you have an existing library for exporting PDF/Excel?

A. ESS applications currently provide reports to administrators. In some cases, reports are presented in web pages, and in other cases they are made available for export in Excel, PDF or text formats. Some of our existing reports use Apache POI. Examples of the desired reports are described in Section 4.3 under "Notification Administration". ESS wishes to collaborate with the selected service provider(s) to create and improve the reports systems

Q. [Cost Proposal Position Titles and Function Areas] Can we propose additional or alternative role titles that better reflect our team structure, or should we map our personnel to the role categories provided in the template?

A. Yes, the role titles are provided as an illustration. It is expected that respondents will identify the appropriate position titles and functional descriptions associated with personnel proposed for the project.

Q. Can you confirm the length of this project? It says March - end of September, but it's noted that this is a 6-month project.

A. The actual duration of the project will be determined once a service provider is selected and a more detailed project plan is developed. Service providers should propose resources that will permit the project to be completed in the suggested time frame. It is the desire of ESS to have the project completed and in production six months after project initiation. Again, the specifics will be worked out after a service provider is selected

Q. [Attachment 1] Section I, Page 32: Are you open to different invoicing terms – ex. 30 net invoicing?

A. As provided in the RFQ, a respondent may propose alternative Terms, which would be considered as a part of the evaluation process.

Q. [Attachment 1] Page 32: To help us structure our cost proposal effectively, does ESS have a target budget range or anticipated investment level for this 6-month development project? This will help ensure our proposal aligns with ESS's financial planning.

A. Cost estimates gathered in May 2025 suggested that the project cost could range between \$121,000.00 to \$368,000.00. These were informal estimates. The purpose of the RFQ is to gather quotes and to define more precisely what the cost of the project may be. ESS wishes to complete the project in an economical manner while also achieving the critical project objectives. We are confident that the resources are available to carry out this project. Service providers are encouraged to put forward an achievable and cost-effective proposal.

Q. Section 1.1, Page 5: Have any vendors been involved in creating this RFP?

A. ESS and ILR have been publicly discussing this project for many months, and several designs have been published as a part of the meeting materials presented to the ESS governing committees. As noted above, in May 2025, ESS and ILR invited two service providers to provide informal cost estimates based on one of those designs. Knowledge gained from that exercise was used for further planning. However, no vendor was involved in the drafting of this RFQ. The RFQ was entirely created by the ESS Project Manager with input and support from other internal members of the ESS/ILR team.

Q. Section 2.23, Page 13: Will vendors be required to comply with any specific security framework? e.g., SOC2 Type 2

A. Service providers should follow accepted industry practices with respect to their development and testing environments. ESS will be responsible for its development, staging and production environments.

Note. Section 2.23 relates to the ESS right to perform a criminal history check of the Respondent. As the respondents invited are all currently operating under a general contract with ESS, we do not anticipate any issues with this provision.

Q. Section 4.3, Page 21: Are you open to a system process that allows event-driven architecture rather than relying heavily on the existing search application?

A. ESS wishes to leverage its existing infrastructure and applications to the extent possible. The notification system and the ESS search application should be linked in an effective way. However, alternative architecture and frameworks may be considered if feasible.

Q. Section 4.3, Page 21: How are documents uploaded or ingested into the system (e.g., via REST APIs)? Are there multiple upload or transfer paths?

A. Document index information and images are transferred from county systems to ILR through a county upload API published by ESS. The transfer process is currently being migrated from a SOAP API to a REST API. More detailed specifications can be found here:

<https://staging.iowalandrecords.org/search/services/county/swagger-ui/index.html>

More information will be provided after a service provider is selected.

Q. Section 4.3, Page 20: Are any parts of the proposed solution allowed to use public cloud (AWS, Azure) services?

A. ESS expresses a preference for using its current infrastructure but will consider proposals which leverage secure external systems.

Q. Section 4.5.2, Page 27: How much ongoing operational/maintenance costs/budget are they willing to incur for these features?

A. Specific ongoing operational/maintenance costs have not yet been estimated. Respondents should incorporate any additional licensing or infrastructure expenses as a part of any response to the RFQ. ESS recognizes that there will likely be additional costs for storage, bandwidth, CPU, etc. for the operation of these systems. ESS also anticipates that there will be additional costs associated with customer support services. Except for ongoing licensing or external infrastructure expenses, service providers should not address ongoing operational costs in any proposal.

The reference to “supplementary services” is primarily focused on development activities to correct issues or make enhancements to the notification application and service.

Q, Section 4.3, Page 22: Is there an existing service configured for sending emails programmatically for ESS, or would the setup and configuration of that service be included in this work?

A. As noted previously, The ESS/ILR email application is structured as SMTP. Proposed changes or reconfiguration of email services should be specified in the RFQ response.

Q. Section 4.3, Page 22: Are we setting up this trust and incorporating confirmations, bounces, and retries into their system? Will there be branding involved here?

A. Access to this system will require the same authentication procedures which are used for the current ESS search application. The notification application should be able to account for use cases to retry deliveries of failed notifications and logged bounced emails for further follow up by ESS customer support staff. Branding will operate under the umbrella of Iowa Land Records.

Q. Section 4.3, Page 26: How are hard/soft bounces and various conditions for emails going to be handled? Can someone contact the parties to fix their information (and re-trigger the notification to certain parties)?

A. As noted previously, the application should provide a means to log information about email bounces which would be provided to ESS customer support staff for response. The user will be asked to take responsibility for maintaining their email accounts and for whitelisting ESS messaging sources. The ESS Terms of Service will specify these responsibilities.

Q. Section 4.3, Page 21: Can you estimate the volume of notifications expected per minute/hour/day/etc?

A. We cannot estimate the volume of notifications at this time. Because notification information must be timely identified and distributed, we expect the load on a given day to be manageable. This would apply to the regular operation of a system search to find matches with name profiles in recently recorded and recently uploaded documents, and the regular operation of the assembly of notification information and the distribution of emails (only when matches are found).

Q. Section 4.3, Page 21: Will you give us an idea of your SLO (service level objective) for notifications? Can they be generated over the next day/week/month?

A. The objective is to provide notifications shortly after recorded documents are uploaded to ILR systems. Generally, this should occur within one or two business days (preferably the next business day). Standard practice in the financial services industry indicates that timely notifications are provided.

Q. Section 4.3, Page 22: For notifications – is there an approval process for validating emails or mis-use cases? When should human review/trigger actions/approvals be in the loop?

A. The notification application is intended to leverage existing systems for user set up. Emails are initially validated through an application process and a central authentication system. Subsequent email failures should be logged by the notification application and referred to ESS customer support personnel. The ESS Terms of Service will address situations where email communications bounce. As noted previously, it will be the responsibility of the user to maintain their email system and to whitelist communications from ESS.

Q. Section 5, Page 28: What are our metrics for success? How will we define success/value for the different parties involved? (Read email confirmations, spam counts, engagements, or feedback from focus groups via surveys)

A. For the notification application itself, the primary metric will be the successful delivery of an accurate and timely notification message, and the maintenance of a log or history of notifications sent. Other methods outside the notification application may also be developed to measure user satisfaction.

Q. Section 4.3, Pages 22-24: As some parties are government entities here, are there 509 accessibility standards in play here?

A. It is expected that the interfaces created to either set up a notification profile(s) or to view a history of notifications should be designed to comply with accessibility standards. Automated notification emails should also be designed for accessibility.

Q. Section 4.3, Pages 22-24: Are there any requirements for alternate languages other than English?

A. There is no expectation for notification interfaces or communications to be in languages other than English.

Q. Section 4.3, Page 20: Are there any restrictions on our use of AI in either development (GitHub Copilot/Claude Code) or solutions?

A. ESS will expect to review all code developed for the project, and it is expected that if proprietary information is used it will be appropriately disclosed and licensed. If AI tools are used to develop code/solutions, we expect that it will be disclosed. Otherwise, the use of various tools for development activities is not restricted.

Q. Section 4.3, Pages 22-24: Is this strictly web application development only or are there needs for mobile apps as well?

A. It is expected that the notification application will be primarily used on desktop devices. However, provision should be made for the user interfaces (notification profile set up, notification history review, and notification emails) to be operational and viewable on mobile devices.

Q. Section 1.4, Page 7; Section 4.5.2, Page 27: Who will maintain this long term and are there any training/mentoring needed after or during initial development?

A. Long-term maintenance will be provided by ESS technical and customer support staff. However, external developers, including the service provider selected through this process, may be retained for supplemental development work as needed.

Q. Section 4.3, Page 20: Are there any existing event transport brokers in the stack? E.g. Apache Kafka, RabbitMQ. ActiveMQ/Artemis, Redis Streams?

A. ESS uses ActiveMQ/Artemis in our stack.

Q. Can you confirm which of the following reflects the intent of this RFQ?

- **Staff augmentation/support model: You will manage development and own the resulting product/IP.**
- **Build-and-license model: HRS will develop the solution as a licensed product; HRS will provide ongoing support, maintenance, and future development.**
- **Other: If neither option fits, please briefly describe your intended engagement model (who manages development, who owns the IP, and whether any licensing is expected).**

A. The staff augmentation/support model is preferred. This is reflected in the statement found on page 20 of the RFQ which reads "ESS and ILR propose to leverage its existing infrastructure and search application to build the service." [Emphasis added] This can also be inferred from the overall description in section 4.3.

Please also refer to section 6.1, Contract Terms and Conditions, page 30 which includes the following text.

"Software development or software engineering creating new code or systems will be considered Developments or Deliverables or Customer-Owned Deliverables and as such are works for hire and owned by ESS. Software development or engineering using code or systems previously created by the Service Provider or Vendor are Derivative Works owned by the Service Provider and may be subject to a license agreement with a nonexclusive, perpetual, and full paid-up right to use or modify the Derivative Works. It is the responsibility of the Service Provider to identify any Derivative Works proposed for use when developing the notification system." [Emphasis added]

This anticipates the possibility that there may be components owned by the Service Provider which may need to be licensed. Compensation for the license may be proposed, provided that it is a "nonexclusive, perpetual, and full paid-up right to use or modify the Derivative Works."

Modification to the Terms and Conditions in a substantive way would be evaluated as described in Section 6.1.

Q. Our [service provider] primary software development stack is C#.NET (Core) and Angular, which can be deployed and run in your Linux environment. Would that be an acceptable alternative to a Java-based stack?

Whatever platform is used to develop the notification application must be supportable by our internal team, generally. ESS prefers the use of Java-based software.

February 13, 2026

To: ESS Coordinating Committee

From: Phil Dunshee

Re: Property Analysis

On January 19, 2026 we initiated a search for office space suitable for the ESS and Iowa Land Records Team. In summary, we reached out to 15 commercial brokers we know who represent properties in the western suburbs. Each of the broker companies received the specifications outlined in Attachment A, Five of those companies responded with multiple property suggestions, and in total we received 30 recommendations.

Additionally, we researched properties in the western suburbs on Loopnet.com, one of the primary commercial property websites used in the Des Moines area. This helped us identify 10 additional properties.

We obtained flyers and, in some cases, searched Loopnet.com links for each of the 40 properties. Lisa Long, Samantha McMahon I then conducted a desk review. We primarily looked at cost, configuration, size and location and many of the properties were eliminated from consideration because the cost was too high, the configuration was not right (too big, too small, not enough private offices, inadequate conference room space, or location (downtown Des Moines).

As a result of the desk review, nine properties were identified for site visits, which were conducted on February 2-5, 2026. One property was eliminated because it had just been leased. Three additional properties were eliminated because during the site visit it was determined that they would be too expensive, or too big, or they were too "retail" oriented. A fifth was eliminated because, while it was in a great location, upon inspection the interior was not in good condition, and the "conference room space" really wasn't a space at all, it was a large hallway.

At this point, the team considered the remaining four, and determined that one of them, while adequate, did not stack up to the remaining three.

We wish to present for your consideration three properties which could serve as the future home of ESS and Iowa Land Records. In no particular order:

2910 WESTOWN PARKWAY – WEST DES MOINES
2600 72ND STREET – URBANDALE
3809 109TH STREET - URBANDALE

NARRATIVE DESCRIPTION

Each of the office space candidates would be considered as “older” properties that have undergone renovations over time. This is the major factor making the lease rates competitive as other newer properties carried much higher costs for the base lease and other common area expenses including so-called “triple-net” leases. It is a true statement that there is a lot of leasable office space in the Des Moines area and western suburbs – but the size of most of them is much bigger than needed by ESS and ILR.

The condition of these three properties, with the proposed repairs and updates, make them good candidates for consideration. Each of them is “under budget” for the monthly lease amount, and the locations are within easy reach of the ESS/ILR staff. Each of them has a unique configuration. The property on Westown has a “row” of offices with a broad open area for a conference table. The property on 72nd has a more “condensed” feel with a conference area in the back. The private entrance is appealing. The property on 109th has an “abstract” configuration that reminds one of a Dr. Seuss house – but the space seems very usable and attractive. All three offices are on the “ground floor” level.

The Terms for each property are mostly “all inclusive”. Two of them don’t really have any notable common area expenses. One of the properties does explicitly provide for common area expenses, but when the costs are tallied up they each fit within the budget. The property on 72nd may require the most work as one office space will need to be split in two, and some remodeling will be needed to refresh the “kitchen”, the two restrooms and the overhead light fixtures throughout. The HVAC costs may be the biggest concern as the furnace may be reaching end of life. The landlord seems very motivated to get all these things resolved and there is room for further negotiation.

For comparison, the actual monthly operational cost per square foot for the current office space (2070 square feet) has been \$24.30 or \$4,192.32 per month.

I hope you find all this information useful as you make your choice. I want to thank Lisa Long and Samantha McMahon for their help in conducting the property search and assembling this information.

pd

Attached for your reference is a flyer, layout and checklist for each property. A comparative summary follows.

<i>Topic or Feature</i>	<i>2910 Westown</i>	<i>2600 72nd</i>	<i>3809 109th</i>
Total Square Feet	2604	2440	2572
Base Cost Per Square Foot	\$16	\$9	\$13.5
Estimated Base Monthly Cost	\$3472	\$1830	\$2893.5
Common Area Expenses Per Square Foot	Minimal	\$3.68	Minimal
Monthly CAM	0	\$748.27	0
Estimated Total Monthly Cost	\$3472	\$2578.27	\$2893.5
Inflation Factor? (Y/N)	3%	3%	3%
Tenant Expenses	Minimal	Interior cleaning	Interior cleaning
Private Office Quantity	8	4-5	4
Conference Room Square Feet	480	414	400
Conference Room Estimated Seating	20	16	16
Requested Lease Term	5 years*	5 years, two months (first two free)	5 years
Internet (Landlord or Tenant Provided)	Tenant	Tenant	Tenant
Restroom Type (M/F, Uni, Family)	M/F	Uni/Family	M/F
Restroom fixtures (number)	?	2	6
Restroom (Integrated or Common Area)	Common	Integrated	Common
Greeting Area for Guests (Y/N)	Y	Y	Y
Space for Medium Sized Multifunction Device	Y	Y	Y
Estimated Parking Spaces for the Office	30	47	10-12
HVAC Maintenance	Landlord	Shared (\$1500 Max Annual)	Landlord
Interior Natural Light (High, Medium, Low)	Medium/Split	Medium/Split	Medium/Split
Improvements – Carpet/Flooring	Y	Y	Y
Improvements – Interior Painting	Y (Touch Up)	Y (Full)	Y (Touch Up)
Security System	N	N	N
Private Entry Locking Doors	Y (Common Shared)	Y (Private)	Y (Common Shared)
Kitchen Fixtures (S, D, C, space for F, M, DW)+	S, M	S, D, C, F, M	C, F, M

*May be willing to accept 3 years if tenant improvements are limited.

Fixture Codes: S=Sink, D=Disposal, C=Counter, F=Refrigerator, M= Microwave, DW=Dishwasher)

Attachment A

Location: Office space generally located in the vicinity (5-7 mile radius) of West Des Moines, Waukee, Clive, Urbandale and Johnston. Most of the current ESS employees live in this geographic area.

Size/Type: 1500-2000 Square Feet; Single Story Preferred.

Vicinity: Suburban area with proximity to services but not immediately adjacent to retail.

Parking: Parking for all staff (up to 9 if all are present) and sufficient parking to accommodate meetings with up to 10 guests.

Configuration: Fully Built Out Space. Private or “segregated” offices for three (3) administrative staff positions including a director and two customer account professionals. Itinerant/open workspaces for up to six (6) administrative, technical and software development team members. The configuration would likely be a combination of cubicles and standing desk units suitable for both individual and collaborative work. Technical and software development team members are likely to be in a hybrid work situation – sometimes in the office and sometimes working from home.

Reception Area/Workspace/Storage: Workspace may not be required, but a greeting area is desired and cabinet space for office supplies and space for a medium-sized multifunction printer are needed.

Lease Terms: A lease term of 2-3 years is desired. It is expected that an office may require the acceptance of certain additional costs such as office cleaning, utilities, and other common area expenses.

Conference Room Space: Space sufficient to conduct governance and other business meetings is needed. Conference table configuration should accommodate up to 12-15 people plus room around the periphery for guests and visitors. Dedicated space within the leased area is desired, but conference space shared with other building tenants may be acceptable.

Internet: Access to fiber Internet service capable of a minimum bilateral speed of 100 MBPS – infrastructure suitable for connecting with various Internet service providers is desired.

Restrooms: Access to sufficient restroom capacity when hosting meetings is required. This may be associated with a common area serving multiple tenants. Unisex restroom facilities are acceptable.

Kitchenette: A small kitchen area with a sink, cabinets and counter space, and space for a beverage cooler and microwave appliance is desired. Alternatively, kitchen space shared with other tenants may be acceptable.

Attachment B

Active Commercial Brokers

**JLL
CBRE
R&R
Cushman Wakefield
Stanbrough
Hansen
Knapp
Denny Elwell Co.
Iowa Realty
Performance Realty
WB Realty
Ferguson
Locate
Sue Clarke Real Estate
Landmark Companies**



2600 72nd St.

2600 72ND STREET
URBANDALE, IA 50322

Affordable, professional office space with flexible lease terms is now available in this recently renovated Urbandale office building. Space available includes white box space on the upper level that is ready to be built out to a tenant's specific needs, as well as second generation space on the lower level ready for immediate occupancy. The building is under new ownership that has made significant improvements to the property including updating the parking lot, new monument directory signage, and finishing vacant space as a white box in preparation for interior construction. The building is in the heart of Urbandale with convenient access to Hickman Road and Douglas Avenue.

Building Features

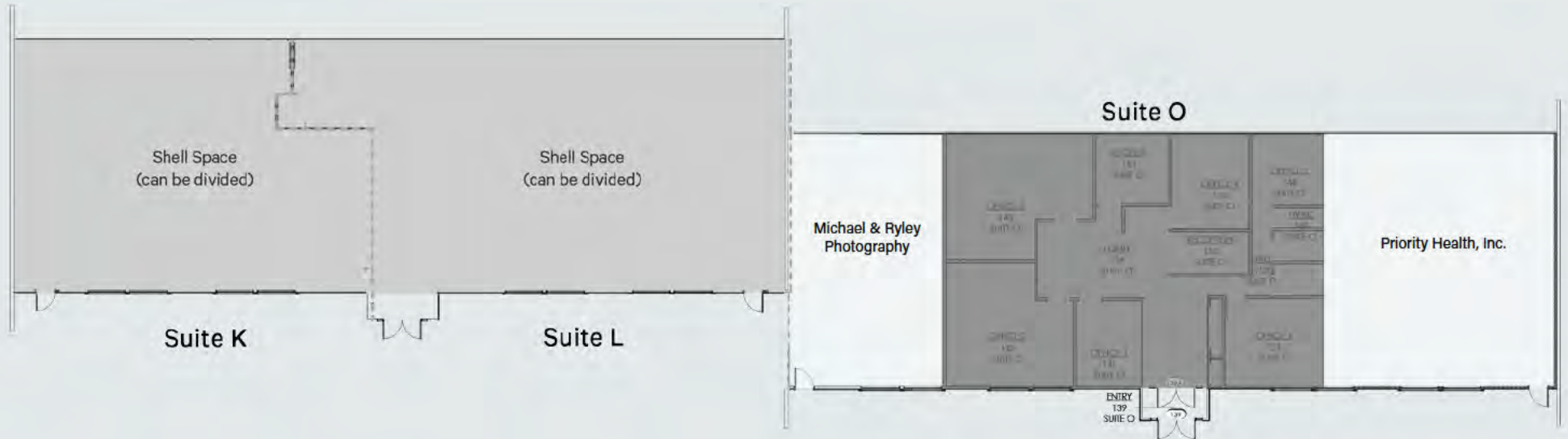
- + Recently Remodeled
- + Monument and Exterior Signage
- + Flexible Lease Terms
- + Ample Front Door Parking – 68 spaces
- + Nearby Amenities
- + Peaceful Neighborhood Setting
- + Tenant Improvements Available for Qualified Prospects

Lease Rates

- + \$9.00 PSF NNN
- + \$3.68/SF CAMIT
- + Utilities and Janitorial Additional

Floorplan

1ST FLOOR



Suite K/L

2,295 to 5,000 SF

+ Open space in shell condition with ability to demise down to smaller office suites

Suite O

2,440 SF

+ Four (4) large private offices, two (2) oversized conference rooms, kitchenette, two (2) private restrooms, and lobby/reception area

Floorplan

2ND FLOOR



Suite D/E

up to 2,440 SF

+ Open space in shell condition with ability to demise down to 1,220 SF

Lower Level - South Side



Upper Level - North Side



Lower Level - South Side



Monument Signage



Interior Finishes - Built to Suit Space



Location



HyVee
Fast & Fresh

EST. 1990
SCOOTER'S
COFFEE

BR
bakery
robbins

Immanuel
pathways

DES MOINES
BUCCANEERS

19,347 VPD

HICKMAN RD

Just Storage

Regency
Office
Park

2600 72ND
STREET

Covenant
Christian
Church

72ND ST

7,594 VPD



OFFICE | FOR LEASE

2600 72nd St.

2600 72ND STREET
URBANDALE, IA 50322

Bill Wright
Senior Vice President
+1 515 210 3050
bill.wright2@cbre.com
Licensed in the State of Iowa.

Chris Pendroy, CCIM, SIOR
Senior Vice President
+1 515 402 6600
chris.pendroy@cbre.com
Licensed in the State of Iowa.

Grant Wright, CCIM
First Vice President
+1 515 745 5113
grant.wright@cbre.com
Licensed in the State of Iowa.

Dakota Little
Senior Associate
+1 515 745 4378
dakota.little@cbre.com
Licensed in the State of Iowa.

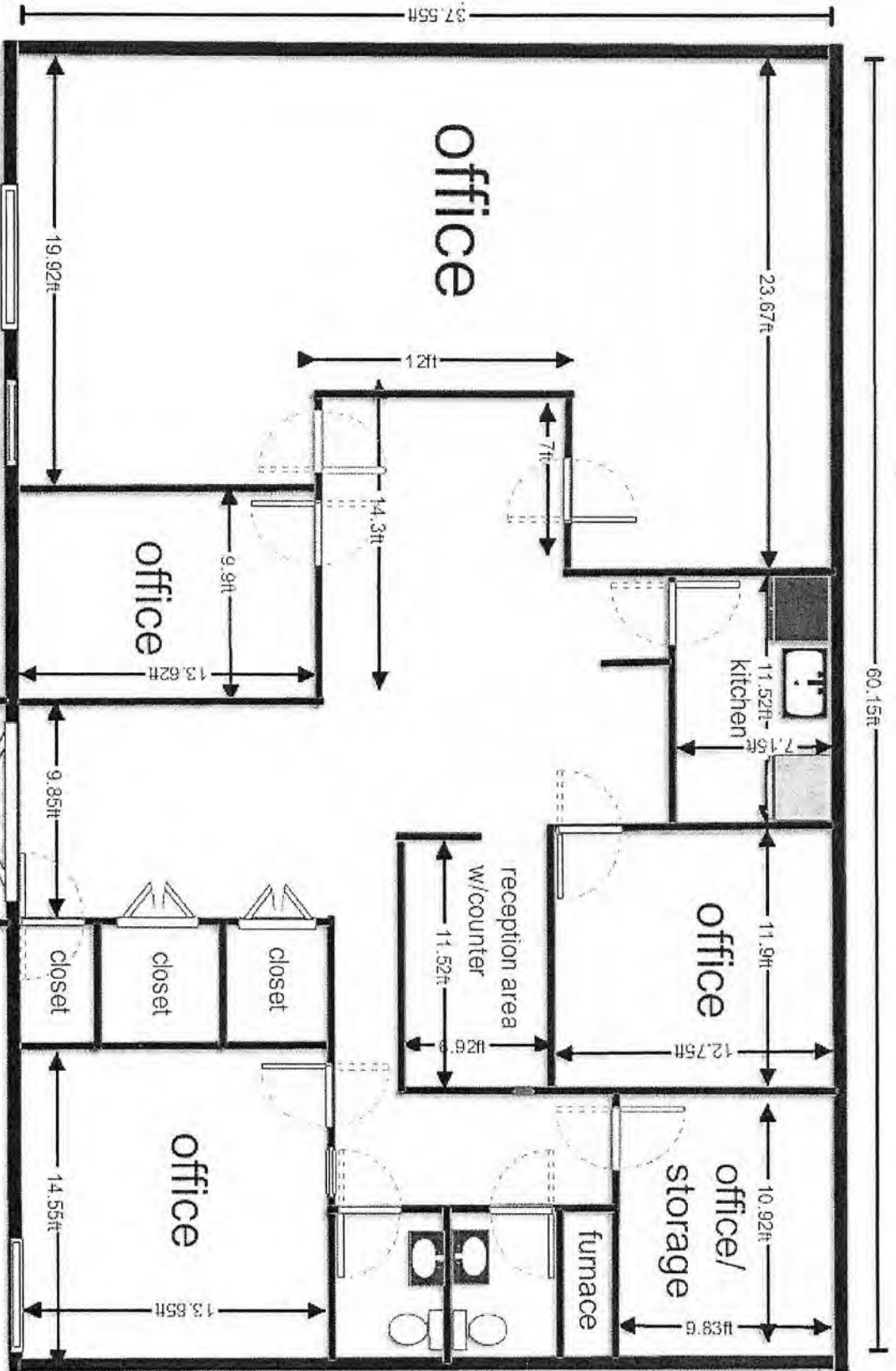
www.cbre.com/desmoines



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BBH Management Co.



2600 72nd Street
Urbandale, IA 50322

Suite O
2,259 Square Feet

2440

Search Elements	Property Name	Notes
	Response	
Space Name	72nd Street Complex	
Street Address 1	2600 72nd	
Street Address 2		
Community Name	Urbandale	
Vicinity Identifier	Close to hockey arena	
Primary Arterial Road	Hickman	
Total Square Feet	2440	
Base Cost Per Square Foot	\$9.00	Offered 2 months free rent
Estimated Base Monthly Cost	\$1,830.00	
Inflation Factor	3.00%	Increases Each Year
CAM Cost Per Square Foot	\$3.68	includes snow, exterior, garbage, insur., prop. Tax
Estimated Monthly CAM Cost	\$748.27	
Total Monthly Base and CAM Cost	\$2,578.27	
Security Deposit Required (Y/N)	Y	
Requested Amount of Security Deposit	\$1,830.00	equivalent of one month rent
Private Office Quantity	4 to 5	SW office would need to be split
Private Office Total Square Feet	730	
Keys for Private Offices (Y/N)	N	no but with doors
Coat Closet (Y/N)	Y	
Conference Room Square Feet	414	plus alcove of 96 (compare to current 345 SF)
Conference Room Estimated Seating	16	
Dedicated or Shared?	Dedicated	
Open Office Area Square Feet	66	reception desk, other open space but mostly walkway
Open Area Power Location (Tombstone or Wall)	3 wall outlets	located in central walkway/reception/printer area
Requested Lease Term (Years)	5 years, two months	Opt out clause at 3 years; 2/5 floor covering cost penalty
Internet (Landlord or Tenant Provided)	Tenant	
Available Internet Providers	Mediacom/Lumen	Metronet pending
Estimated Bandwidth Available Up/Down	NA	
Estimated Monthly Internet Cost	NA	
Restroom Type (M/F, Uni, Family)	Uni/Family	
Restroom fixtures (number)	2	standard toilets
Restroom (Integrated or Common Area)	Integrated	
Kitchen or Kitchenette (Y/N)	Yes	

Search Elements	Property Name	Notes
Space Name	72nd Street Complex	
Street Address 1	2600 72nd	
Kitchen (Integrated or Common Area)	Integrated	
Kitchen - Sink (Y/N)	Y	need to check on disposal
Kitchen - Dishwasher (Y/N)	N	
Kitchen - Space for Beverage Cooler (Y/N)	Y	Currently a refrigerator
Kitchen - Cabinets for Storage (Y/N)	Y	Landlord proposed to update kitchen cabinets
Kitchen - Space for Small Appliance (Y/N)	Y	shelf for microwave
Greeting Area for Guests (Y/N)	Y	room for a few chairs outside of SC office
Space for Medium Sized Multifunction Device (Y/N)	Y	
Space for a Standard Paper Shredder	Y	
Waste Recycling (Y/N)	N	
Waste Services Garbage Coral (Y/N)	Y	west end of parking lot
Cleaning Services (Landlord or Tenant Provided)	Tenant	
Estimated Monthly Cleaning Cost	NA	
Parking Provided (Y/N)	Y	
Estimated Available Parking Spaces for the Office	47 total in lower area	
Unit Utility Cost? (Y/N)	Y	water/sewer provided by landlord
Utility Provider Name	MAE	AC located on roof
Average Monthly Utility Cost - Most recent 12 MO	NA	furnace located in closet; equipment aged
Share of Unit Utility Cost in %	NA	
Building Association Dues (Y/N)	N	
Amount of Association Dues (Total)	NA	
Share of Unit Dues in %	NA	
Schedule of Association Dues Paid (M, Qtr, Yr?)	NA	
Property Taxes for Leased Space (Y/N)	N	
Most Recent Tax Amount (Annual) if applicable	NA	
Share of Unit Property Taxes in %	NA	
Schedule of Property Taxes Paid (M, BiA, Qtr?)	NA	
Property Insurance for Leased Space (Y/N)	N	
Most Recent Property Insurance Amount (Annual) if applicable	NA	
Share of Unit Property Insurance in %	NA	
Schedule of Property Insurance Paid (M, BiM, Qtr, BiA?)	NA	
HVAC Maintenance (Landlord or Tenant Provided)	Combo	Maximum Annual Cost to Tenant - \$1500.00

Search Elements	Property Name	Notes
	Response	
Space Name	72nd Street Complex	
Street Address 1	2600 72nd	
Interior Natural Light (High, Medium, Low)	Medium	South facing High, Cental Medium, North Low
Office Lighting (LED or Flourescent)	Combination	Overhead fixtures need to be updated and consistent
Most recent year carpet updated	NA	Landlord proposed to replace carpet/vinyl flooring
Most recent year repainting and interior refresh	NA	Landlord proposed to refresh paint
Year Facility Built - Age	1975	
Year Interior Built - Age		Remodeled 2024
Date Rent Due?	1st of Month	
Date Rent Payable?	5th of month	Standard lease has 5% late charge after 5th, plus 10% interest if not paid by the 10th
Any Tenant Improvement Allowance?		Carpet, Entry Vinyl, Repainting and kitchen cabinets
Amount of Tenant Improvement Allowance	NA	
Allowed Uses of Tenant Improvement Allowance	NA	
Landlord Policy On Improvements by Tenant (Y/N)	Unknown	
Overall Evaluation of Building Condition (E, VG, G, F, P)	G	
Overall Evaluation of Space Condition (E, VG, G, F, P)	G	
Overall Evaluation of Exterior/Parking Condition (E, VG, G, F, P)	G	
Building/Office Security System?	N	
Type of Security System (Movement Alarm - Y/N)	NA	
Type of Security System (Video - Y/N)	Tenant	
Balance of Lease Terms and Conditions (Landlord or Balanced)	not yet determined	
Other Information ...		Dedicated Storage Space Area (does not seem suitable as an office)
Copy of Standard Lease	Provided	
Copy of Covenants or rules	None Established	
Photos		
Other		Frosting Interior Windows to be Considered
		Entrance is Locked and Private to Tenant (not shared)
		Additional specifity on the refresh can be discussed
Budgeted Monthly Cleaning Cost	\$160.00	
Budgeted Monthly Utility Cost	\$150.00	
Budgeted Internet Cost	\$250	May be some additional expense for firewall and WiFi

Westtown Office Space

2910 Westtown Parkway
West Des Moines, Iowa

Available Space

- + 1st Floor
 - Suite 116 - 2,604
- + 3rd Floor
 - Suite 302 - 3,143 SF
- + See inside for virtual tours

Building Features

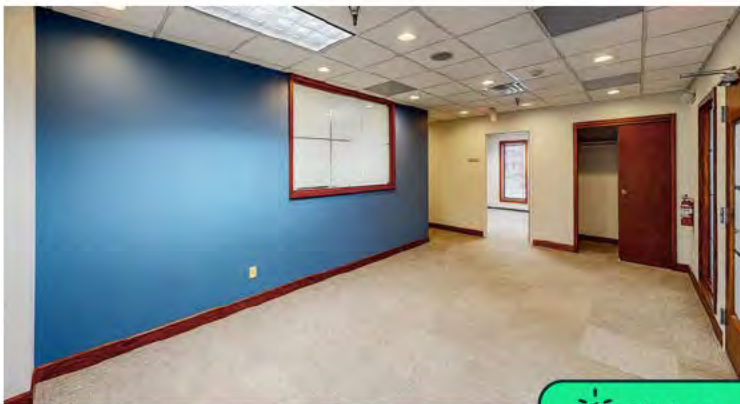
- + Second Generation Office Buildout
- + Convenient location near I-235 along the office corridor of Westtown Parkway and near shopping centers and restaurants
- + Ample onsite Parking
- + Flexible Lease Terms
- + Landlord can provide a Tenant Improvement Allowance

Lease Rate

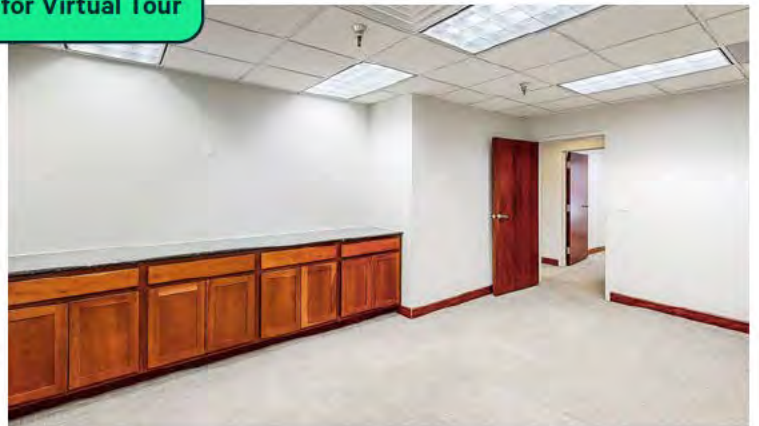
- + \$16.00/SF Full Service Gross



Suite 116



[Click Here for Virtual Tour](#)



Location



Contact Us

TJ Jacobs, CCIM
First Vice President
+1 515 418 8776
thomas.jacobs@cbre.com
Licensed in the State of Iowa

Drew Rosonke
Sales Associate
+1 515 612 5494
drew.rosonke@cbre.com
Licensed in the State of Iowa

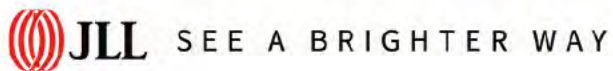
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Search Elements	Property Name Response	Notes
Space Name	Westtown	
Street Address 1	2910 Westtown	
Street Address 2		
Community Name	West Des Moines	
Vicinity Identifier	Valley West Mall	
Primary Aterial Road	Westtown PKWY	
Total Square Feet	2604	
Base Cost Per Square Foot	\$16.00	
Estimated Base Monthly Cost	\$3,472.00	
Inflation Factor	3.00%	
Security Deposit Required (Y/N)	Y	Negotiable, may be willing to waive
Requested Amount of Security Deposit	\$3,472.00	
Private Office Quantity	8	
Private Office Total Square Feet	988	
Keys for Private Offices (Y/N)	unknown	could be added if desired
Coat Closet (Y/N)	Y	
Conference Room Square Feet	480	also a 221 SF room that could be conference room or office
Conference Room Estimated Seating	20	
Dedicated or Shared?	Dedicated	
Open Office Area Square Feet	252	reception area
Open Area Power Location (Tombstone or Wall)	Wall	Landlord reports all offices should have two power outlets
Requested Lease Term	5	Three year termination option with 2/5 penalty; landlord notes that with minimal TI may be ok with a three year lease without penalty.
Internet (Landlord or Tenant Provided)	Tenant	DMARC is located in central area but needs to be identified
Available Internet Providers	TBD	
Estimated Bandwidth Available Up/Down	TBD	
Estimated Monthly Internet Cost	250	
Restroom Type (M/F, Uni, Family)	M/F	
Restroom fixtures (number)	unknown	
Restroom (Integrated or Common Area)	Common	

Search Elements	Property Name	Notes
Response		
Space Name	Westtown	
Street Address 1	2910 Westtown	
Kitchen or Kitchenette (Y/N)	Y	small in the kitchen but additional storage nearby
Kitchen (Integrated or Common Area)	Integrated	
Kitchen - Sink (Y/N)	Y	one - no disposal
Kitchen - Dishwasher (Y/N)	N	
Kitchen - Space for Beverage Cooler (Y/N)	Y (Small)	space for a small refrigerator
Kitchen - Cabinets for Storage (Y/N)	Y (Small)	Small in the kitchen but additional storage nearby
Kitchen - Space for Small Appliance (Y/N)	N	Alternative counter for microwave available
Greeting Area for Guests (Y/N)	Y	
Space for Medium Sized Multifunction Device (Y/N)	Y	
Space for a Standard Paper Shredder	Y	
Waste Recycling (Y/N)	Y	recycling picked up once a week and trash twice per week. Dumpsters located on the East End.
Waste Services Garbage Corral (Y/N)	Y	Weekly Cleaning by landlord team.
Cleaning Services (Landlord or Tenant Provided)	Tenant	Restrooms Cleaned by Landlord- office cleaning is provided M-F (vacuuming and trash removal)
Estimated Monthly Cleaning Cost	0	
Parking Provided (Y/N)	Y	
Estimated Available Parking Spaces for the Office	30	
Unit Utility Cost? (Y/N)	N	
Utility Provider Name	MAE	
Average Monthly Utility Cost - Most recent 12 MO	NA	
Share of Unit Utility Cost in %	NA	
Building Association Dues (Y/N)	N	
Amount of Association Dues (Total)	NA	
Share of Unit Dues in %	NA	
Schedule of Association Dues Paid (M, Qtr, Yr?)	NA	
Property Taxes for Leased Space (Y/N)	N	
Most Recent Tax Amount (Annual) if applicable	NA	
Share of Unit Property Taxes in %	NA	
Schedule of Property Taxes Paid (M, BiA, Qtr?)	NA	
Property Insurance for Leased Space (Y/N)	N	
Most Recent Property Insurance Amount (Annual) if applicable	NA	

Search Elements	Property Name	Notes
	Response	
Space Name	Westtown	
Street Address 1	2910 Westtown	
Share of Unit Property Insurance in %	NA	
Schedule of Property Insurance Paid (M, BiM, Qtr, BiA?)	NA	
HVAC Maintenance (Landlord or Tenant Provided)	Landlord	Landlord reports that the heat is a boiler system for the whole building and was recently replaced. Unsure of the age of the air conditioner
Interior Natural Light (High, Medium, Low)	Mixed	S & E facing offices High, Interior Low
Office Lighting (LED or Flourescent)	Flourescent	
Most recent year carpet updated		Landlord wil recarpet
Most recent year repainting and interior refresh		Landlord wil do paint touch up
Year Facility Built - Age	1983	
Year Interior Built - Age	2010?	
Date Rent Due?	1st of month	
Date Rent Payable?	probably 5th or 10th	
Any Tenant Improvement Allowance?	NA	
Amount of Tenant Improvement Allowance	NA	
Allowed Uses of Tenant Improvement Allowance	unknown	
Landlord Policy On Improvements by Tenant (Y/N)	Unknown	
Overall Evaluation of Building Condition (E, VG, G, F, P)	G	
Overall Evaluation of Space Condition (E, VG, G, F, P)	G	
Overall Evaluation of Exterior/Parking Condition (E, VG, G, F, P)	VG	
Building/Office Security System?	N	front door locked on weekends and non-business hours - automatic locking system - 6AM to 7 PM weekdays. Tenants receive key fobs for access.
Type of Security System (Movement Alarm - Y/N)	NA	
Type of Security System (Video - Y/N)	N	
Balance of Lease Terms and Conditions (Landlord or Balanced)	not yet determined	
Other Information ...		No history of tenant special assessments
Copy of Standard Lease		
Copy of Covenants or rules		
Photos		

	Property Name	
Search Elements	Response	Notes
Space Name	Westtown	
Street Address 1	2910 Westtown	
Budgeted Monthly Cleaning Cost	\$160.00	Included in Base Rent w/ Landlord but likely double this budget described (Landlord Value is closer to \$200 per month)
Budgeted Monthly Utility Cost	\$150.00	Included in Base Rent w/ Landlord but likely double this budget described (Landlord Value is closer to \$300 per month)
Budgeted Internet Cost	\$250	May be some additional expense for firewall and WiFi



For lease

Premier office space
available in Urbandale

**3809 109th Street
Urbandale, IA 50322**

Property overview

Availability:

- 1st floor:
 - 1,184 RSF
 - 184 RSF
 - 2,073 RSF
 - 2,572 (Sublease through 12/31/26)
- 2nd floor: 2,855 RSF

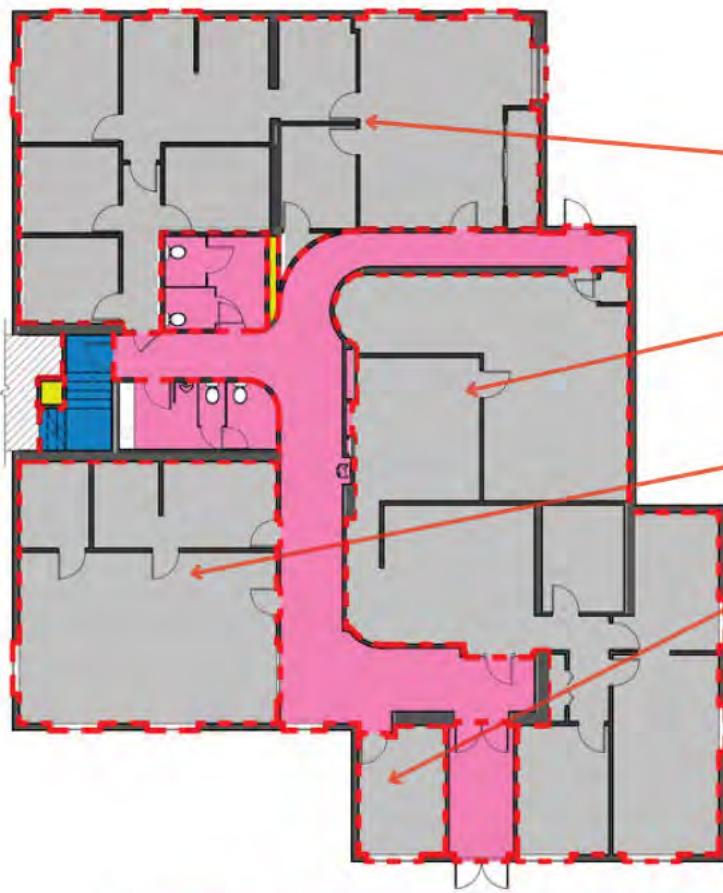
Lease rate: \$13.50 Modified Gross

- Quick access to Interstate 80/35
- Located off Douglas Avenue
- Onsite parking available
- Located near multiple single-family and multi-family housing developments, retail, office, commercial, and hospitality.

Justin Lossner, CCIM, SIOR
Senior Managing Director
Justin.Lossner@jll.com
+1 515 371 0846

Lucas Hedstrom
Vice President
Lucas.Hedstrom@jll.com
+1 515 564 9269

Floor plan



First Floor

2,073 RSF

2,572 RSF

Sublease (12/31/26)

1,124 RSF

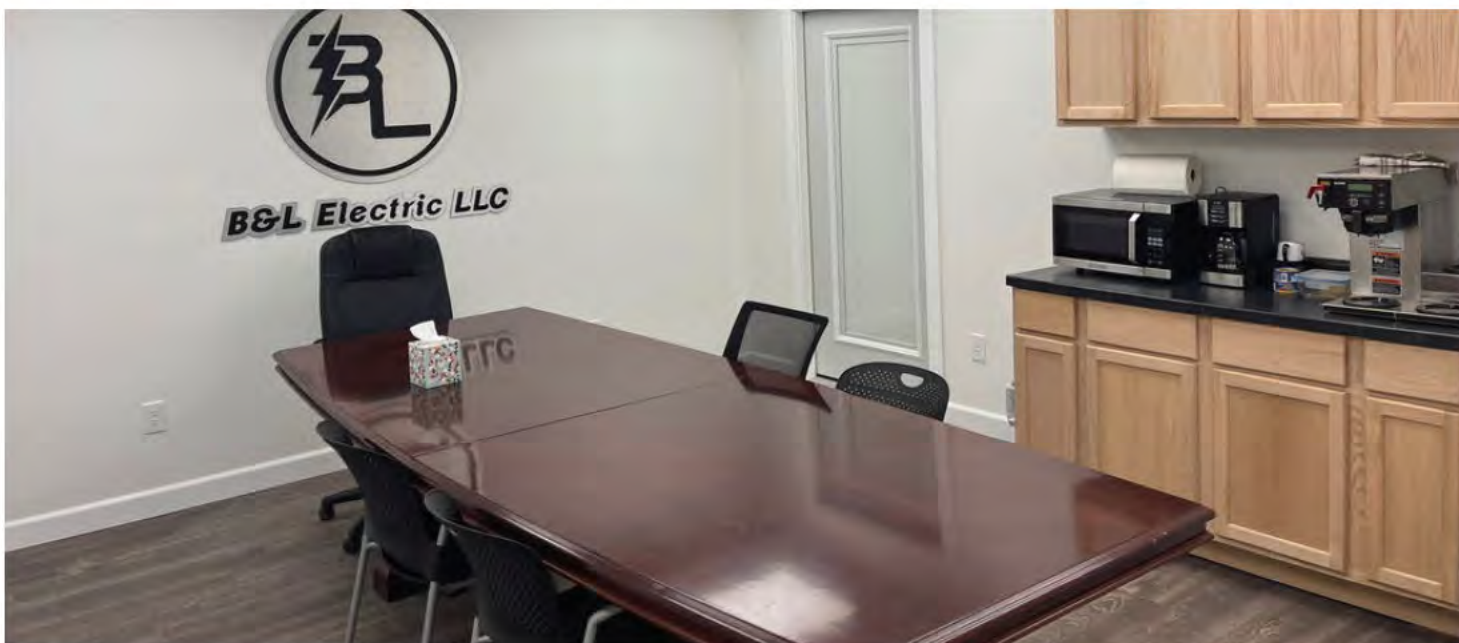
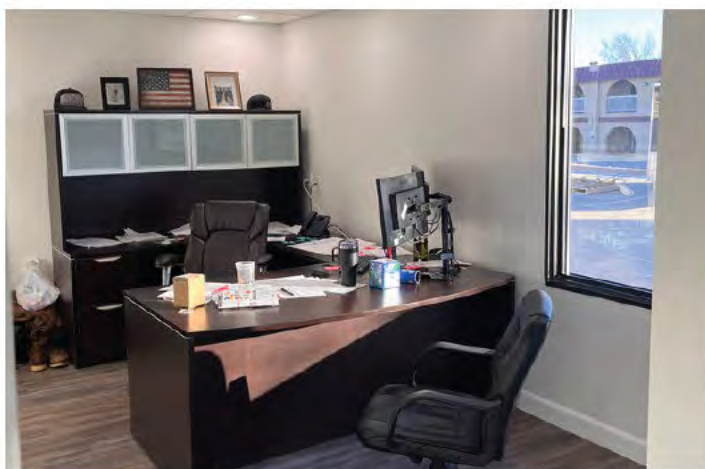
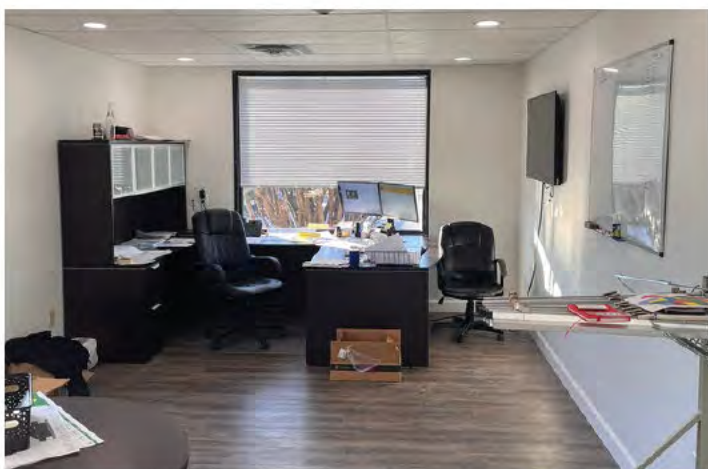
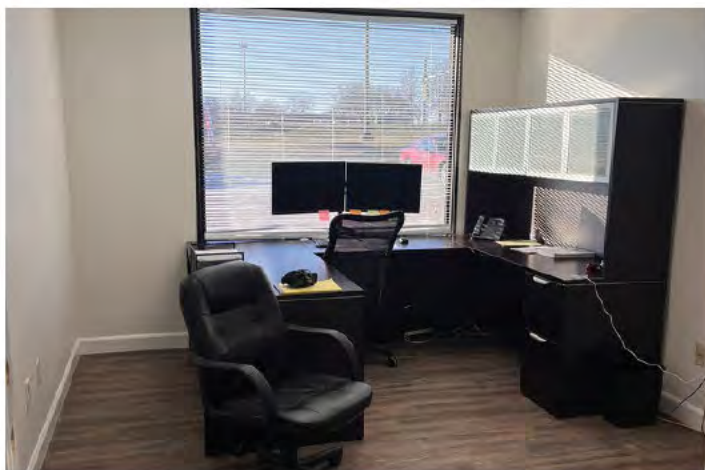
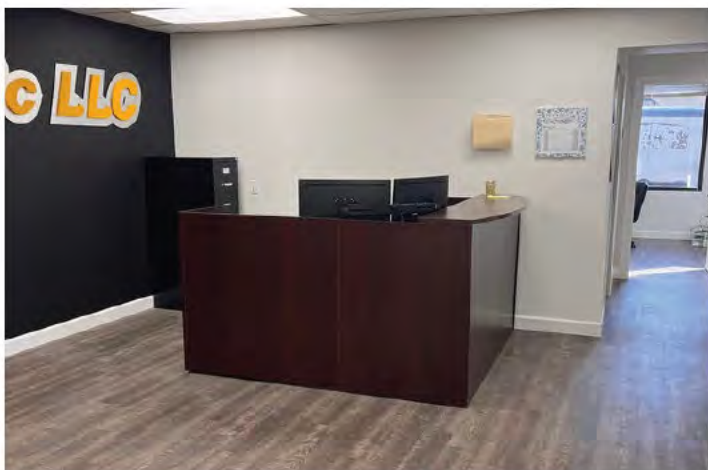
184 RSF



Second Floor

2,855 RSF

Images



For lease

3809 109th Street | Urbandale, IA 50322



Justin Lossner, CCIM, SIOR
Senior Managing Director
Justin.Lossner@jll.com
+1 515 371 0846

Lucas Hedstrom
Vice President
Lucas.Hedstrom@jll.com
+1 515 564 9269

jll.com/des-moines

Jones Lang LaSalle Americas, Inc.



Search Elements	Property Name	Thomas Edwards
	Response	Notes
Space Name	109th Complex	
Street Address 1	3809 109th street - first floor	
Street Address 2		
Community Name	Urbandale	
Vicinity Identifier	Bob Brown & 80/35	
Primary Aterial Road	Douglas Ave.	
Total Square Feet	2572	
Base Cost Per Square Foot	13.5	"Modified Gross" covers HVAC, common area cleaning including restrooms and common hallways, water/sewer, electricity, trash disposal, snow removal and lawn care, prop. taxes, building insurance; excludes internet, VOIP Phones, office interior cleaning
Estimated Base Monthly Cost	\$2,893.50	
Inflation Factor? (Y/N)	3.00%	
Security Deposit Required (Y/N)	Y - One Month	
Requested Amount of Security Deposit	\$2,893.50	
Private Office Quantity	4	
Private Office Total Square Feet	638	
Keys for Private Offices (Y/N)	N	Interior doors are configured to be keyed if desired. Need to install door hardware either way.
Coat Closet (Y/N)	Y - One Month	
Conference Room Square Feet	400	plus alcove of 112 SF
Conference Room Estimated Seating	16	
Dedicated or Shared?	Dedicated	
Open Office Area Square Feet	255	primarily suitable for reception area, six outlets
Open Area Power Location (Tombstone or Wall)	wall	
Requested Lease Term	5 years	
Internet (Landlord or Tenant Provided)	Tenant	
Available Internet Providers	Mediacom or Lumen	
Estimated Bandwidth Available Up/Down	Unknown	
Estimated Monthly Internet Cost	Unknown	
Restroom Type (M/F, Uni, Family)	M/F	male includes urinal
Restroom fixtures (number)	6	

	Property Name	Thomas Edwards
Search Elements	Response	Notes
Space Name	109th Complex	
Street Address 1	3809 109th street - first floor	
Restroom (Integrated or Common Area)	Common	maintained by landlord
Kitchen or Kitchenette (Y/N)	Y	
Kitchen (Integrated or Common Area)	Integrated	
Kitchen - Sink (Y/N)	N	There is no draing in this area and therefore than can be no sink, disposal or dishwasher.
Kitchen - Dishwasher (Y/N)	N	
Kitchen - Space for Beverage Cooler (Y/N)	Y	with waterline for water/ice
Kitchen - Cabinets for Storage (Y/N)	Y	
Kitchen - Space for Small Appliance (Y/N)	Counter Space	
Greeting Area for Guests (Y/N)	Y	space for a few chairs in the NC area
Space for Medium Sized Multifunction Device (Y/N)	Y	could be in reception area or "break" room
Space for a Standard Paper Shredder	Y	
Waste Recycling (Y/N)	N	no recycling bin
Waste Services Garbage Coral (Y/N)	Y	located in SE parking area
Cleaning Services (Landlord or Tenant Provided)	Tenant	
Estimated Monthly Cleaning Cost	NA	
Parking Provided (Y/N)	Y	
Estimated Available Parking Spaces for the Office	10 to 12	if building is fully occupied
Unit Utility Cost? (Y/N)	Y	researching apportionment of utilities
Utility Provider Name	MAE	
Average Monthly Utility Cost - Most recent 12 MO	NA	
Share of Unit Utilty Cost in %	NA	
Building Association Dues (Y/N)	N	
Amount of Association Dues (Total)	NA	
Share of Unit Dues in %	NA	
Schedule of Association Dues Paid (M, Qtr, Yr?)	NA	
Property Taxes for Leased Space (Y/N)	N	
Most Recent Tax Amount (Annual) if applicable	NA	
Share of Unit Property Taxes in %	NA	
Schedule of Property Taxes Paid (M, BiA, Qtr?)	NA	
Property Insurance for Leased Space (Y/N)	N	
Most Recent Property Insurance Amount (Annual) if applicable	NA	

Search Elements	Property Name	Thomas Edwards
	Response	Notes
Space Name	109th Complex	
Street Address 1	3809 109th street - first floor	
Share of Unit Property Insurance in %	NA	
Schedule of Property Insurance Paid (M, BiM, Qtr, BiA?)	NA	
HVAC Maintenance (Landlord or Tenant Provided)	Landlord	researching apportionment of utilities
Interior Natural Light (High, Medium, Low)	Medium	High for S, SE and E spaces, Low for NE and Break areas
Office Lighting (LED or Flourescent)	Combo	E and SE offices have LED, the rest flourescent
Most recent year carpet updated	Vinyl Floors Through	
Most recent year repainting and interior refresh	Unknown	
Year Facility Built - Age		1973
Year Interior Built - Age		1990
Date Rent Due?	1st of month	
Date Rent Payable?	5th of month	
Any Tenant Improvement Allowance?	NA	
Amount of Tenant Improvement Allowance	NA	
Allowed Uses of Tenant Improvement Allowance	NA	
Landlord Policy On Improvements by Tenant (Y/N)	Unknown	
Overall Evaluation of Building Condition (E, VG, G, F, P)	G	
Overall Evaluation of Space Condition (E, VG, G, F, P)	G	
Overall Evaluation of Exterior/Parking Condition (E, VG, G, F, P)	Unknown	
Building/Office Security System?	N	
Type of Security System (Movement Alarm - Y/N)	N	
Type of Security System (Video - Y/N)	N	Tenant Can add
Balance of Lease Terms and Conditions (Landlord or Balanced)	not yet determined	
Other Information ...		
Copy of Standard Lease	Unknown	
Copy of Covenants or rules	Unknown	
Photos		
Other	Lower Level Entrance	Entrance is Locked to Common area unknown hours

ICRA AMENDMENTS

- Increases the ESS allocation from \$1 to \$2 per document from counties not members of the 28E agreement. ESS members would allocate \$3 per document.

Explanation: This portion changes the allocation from non-28E counties from \$1.00 to \$2.00.

1. HF 1031, page 6, line 2, by changing the word “one” to the word “two”.

Explanation: This clarifies that the \$2.00 could also be expended for the implementation of the expanded back the blue statewide shielding program and for the creation and implementation of a statewide notification system.

2. HF 1031, page 6, by amending lines 8 and 9 to read as follows.

“dedicated to preserving, improving and maintaining a statewide public record search, implementing a statewide public record shielding program, and creating a statewide property notification system.”

- A technical correction is needed regarding the transfer of funds to the electronic services system fund. For some reason HF 1031 states that the funds are to be transferred by the “first day of each month.” A little more flexibility is needed.

1. Amend HF 1031, page 5, by amending line 19 as follows:

“b. ~~By the first day of each month~~ On a monthly basis, the treasurer shall”

- Counties, county land record management systems and the electronic services system will require time to make modifications which are required by HF 1031, as amended. An effective date of July 1, 2026, will not provide enough time to do this work. It is recommended that the effective date of several provisions be deferred until January 1, 2027.

1. Amend HF 1031, page 22, by inserting after line 28 the following.

Section 18. Effective Date. Sections 5, 6 and 16 shall be effective July 1, 2026. All other sections shall be effective January 1, 2027.

Other Policy Amendment Options

- Retain the requirement that the Electronic Services System should provide a means for redaction upon request.

Amend HF 1031, page 12, lines 30 and 31 to read as follows.

“The recorder and the governing board of the ~~county land record information~~ electronic services system shall establish a procedure by

- The requirements for recording reference numbers in Section 7 of HF 1031 do not resolve the issue of duplicate reference numbers between counties. It is recommended that HF1031 be modified as follows.

1. Amend HF 1031, page 10, line 21 to read as follows.

“recorder shall note in the county land record management system the date of filing of”

2. Amend HF 1031, page 10, line 33 to read as follows.

“working day of the calendar year. Reference numbers shall include only numbers, contain no more than six digits, and the county two-digit number and four-digit year must precede each reference number. The recorder may also assign a book and page number to documents and instruments.”

- The requirements for the time of recording in Section 7 of HF 1031 do not include a specific reference to a standard format for the recording time. If that is desired, then the requirement for the hour, minute and second should be included.

3. Amend HF 1031, page 10, line 35, to read as follows.

“time of the ~~filing~~ recording of each document or instrument including the hour, minute and second.”

It should be noted that HF 1031 does not address a standard for parsed location information. Section 331.606, subsection 1 (d) should be updated. The following language should be inserted on page 11 of HF 1031 following line 5.

A legal description and parsed location information shall be indexed if known. For platted land, the indexed information shall separately include the lot, block, subdivision name, city or town, and county. For unplatted land, the indexed information shall include the section, township, range, and quarter section. Indexing quarters of a quarter section is recommended but not required.

Other Policy Amendment Options

- HF 1031 omits an important issue concerning a proposed requirement that documents submitted for recording should not include multiple unrelated transactions. This is associated with the repeal of the “additional transaction fee” and is intended as a safeguard against the recording of documents which contain multiple unrelated transactions.

The following language should be inserted as a numbered paragraph in Section 331.606B.

Amend HF 1031, page 18, by inserting after line 8 the following

NUMBERED SUBSECTION __. A recording of a document or instrument evidencing a transaction for the conveyance or assignment of property, transactions related to the property’s financing, or a release of a legal or financial obligation on the property applies solely to the parties identified and participating in the recorded transaction and not any other party concerning any other transaction.

- Recommendations for updating Section 558.49, relating to the recorder’s indexing of conveyance documents were unintentionally omitted from SF 371. These technical changes are aligned with the other changes being made to Section 331.606B and were vetted with the stakeholder groups. The changes to 558.49 should be noncontroversial and could easily be added to HF 1031.

The following language could be inserted as a numbered paragraph in Section 331.606B.

Amend HF 1031, page 18, by inserting after line 8 the following.

558.49 Index records.

The recorder ~~must~~ shall keep index records to show the following:

1. Each grantor.
2. Each grantee.
3. The date and time when the instrument was ~~filed with~~ recorded by the recorder.
4. ~~The date of the~~ on which the document or instrument was executed by the parties, to the extent practicable. If there is a variance in the date of execution by the parties, the most recent date shall be indexed.
5. The nature of the instrument, as indicated by the title or type of the document or instrument.
6. The document reference number where the record of the instrument may be found.
7. The ~~parsed~~ description of the real estate affected by the document or instrument, as indicated by the location information including the quarter section, section, township, and range, or the lot, block, subdivision name, and city, town or county, if platted.
8. Any recording reference number of an associated, recorded document or instrument, when present on a document submitted for recording.
9. The parcel identification number, when present on a document submitted for recording.

February 19, 2026

To: ESS Coordinating Committee

From: Phil Dunshee

Re: 28E and Fee Policy Analysis

As we begin the second month of the 2026 session of the Iowa General Assembly, it may be appropriate to take stock of the situation with respect to HF 1031, policies relating to recording fees, and required participation in the 28E agreement and Iowa Land Records.

Here is what we know.

- The primary option being explored is to ask the Iowa Senate to approve House File 1031 with minimal amendments. The objective of minimizing any amendments to HF 1031 is to enhance the chances of passage in the Senate and acceptance in the House of Representatives. But the forces at work inhibiting passage are still in play. Those forces are as follows:
 - Natural resistance to fee increases and, in this case, specific hesitancy about the amount of the fee increases proposed (from \$5 per page to \$10 per page). Some stakeholder groups may be officially registered as “undecided” but have clearly expressed reservations. Some stakeholder groups have registered as “for” but don’t really seem enthusiastic about it even with a recording fee “cap”.
 - Minimizing amendments to HF 1031 may be insufficient to grease the wheels for passage. As it stands right now, HF 1031 is a cumbersome and complicated 22-page bill. Without a clear and positive champion, it is difficult to get legislation like this approved. If there is a faint odor of controversy, it can be impossible.
 - While there have been clear signals suggesting that a lower or more acceptable fee increase be crafted, no steps have yet been taken to advance an alternative. Such an alternative can only come from recorders or ESS, as there should be no expectation that a policy maker or stakeholder will volunteer a compromise.
- The clear priorities of the General Assembly in 2026 revolve around several key issues including property tax reform, eminent domain, carbon capture developments and the state budget. Recording fee increases simply don’t measure up as a priority especially when there may be some controversy or lack of clear and unified support.
- It has also become clear that while commercial *users* of the Iowa Land Records system support goals for improving recording standards and procedures, the policies regarding formatting and indexing standards are getting muddled and they are not being given the attention they deserve by policy makers or the stakeholder organizations. It must be recognized that it would be best if these issues were deferred until another day.

With these conditions in mind, now may be the time to press the reset button and come up with a different plan altogether – one that addresses the few core issues that might bring the parties together and chart a path to a more successful future. There are two primary policy drivers that, when paired together, could be fashioned into a simple amendment with a chance as a Ways and Means bill, an amendment to an appropriations or standings bill, or as a leadership bill: a scaled back and sensible recording fee increase, and policy changes that would give counties more flexibility in deciding whether and how to participate in the statewide land records system. The amendment would exclude all suggested changes in document formatting and indexing policy and include only the following components.

1. Modify the Code to allow any county to withdraw from the ESS 28E agreement.
2. Remove the Code section which requires all counties to participate in the land record system and to comply with the policies and procedures of the system's governing board.
3. Increase the base recording fee from \$5 to \$6 per page. Instead of increasing the base fee from \$5 to \$10 per page. The base fee would only increase by \$1 per page (a more palatable 20% increase).
4. Increase the records management fee to **\$3 per document** (not per page). This would ensure that a significant proportion of the fee increase would be targeted for **recording services only**.
5. Increase the Iowa Land Records system fee from \$1 to **\$2 per document**, which would ensure that those funds would be directed to the Iowa Land Records system to create a back the blue "shielding" program and other improvements like a property notification system.
6. Modify the code to remove the exclusive reference to the land record system for electronic recording.

All these provisions fit on one page!

These simple changes, or variations of it, could solve the most salient issues of this debate:

- Gives counties the freedom they seek from the 28E agreement.
- Standards and Policies would only apply to counties which voluntarily participate in the system.
- Allows counties to engage in alternative electronic recording systems.
- Scales back the fee increase to a palatable level and provides counties with additional user fees to replace property taxes and fund their operations.
- Provides some additional resources to fund a workable Back the Blue "shielding" program and other service improvements.
- Enables the land record system to thrive through voluntary participation.

What would the financial impact be?

- \$1 increase in base recording fee per page plus \$3 per document records management fee = *Net increase of \$3.1 million in county funds.*
- Original proposal of \$10 per page (\$5 increase per page) and other changes = Net increase of \$8.3 million in county funds.

Difference of \$5.2 million. Estimates based on 2024 data.

- \$1 per document increase for Iowa Land Records = \$477K increase for Back the Blue and Other Projects

Action Requested: The ESS Coordinating Committee is advised to consider these alternative suggestions.

cc. ESS Finance Subcommittee
Nick Laning & Bob Rafferty

2024
Fee Income Estimate
Statewide and by County
\$6.00 Per Page

Co #	County Name	ICRA District	Population	Rec Docs	Act. Rec Pgs	Adjusted Est. Total Base Income	Adjusted Records Management	Adjusted Base + Adjusted Records Management	Estimated 2024 Actual Base Recording Income	Estimated 2024 Actual Records Management Income	Estimated 2024 Base +RM Income	Estimated Increased Recording + Records Management Income	Estimate \$2 Fee Income	ILR Increased ILR Fee Income
1	ADAIR	4	7439	1437	5947	\$35,682	\$4,311	\$39,993	\$29,735	\$1,437	\$31,172	\$8,821	\$2,874	\$1,437.00
2	ADAMS	4	3697	953	4167	\$25,002	\$2,859	\$27,861	\$20,835	\$953	\$21,788	\$6,073	\$1,906	\$953.00
3	ALLAMAKEE	2	14068	2610	11614	\$69,684	\$7,830	\$77,514	\$58,070	\$2,610	\$60,680	\$16,834	\$5,220	\$2,610.00
4	APPANOOSE	5	12310	2685	11788	\$70,728	\$8,055	\$78,783	\$58,940	\$2,685	\$61,625	\$17,158	\$5,370	\$2,685.00
5	AUDUBON	4	5657	1224	4898	\$29,388	\$3,672	\$33,060	\$24,490	\$1,224	\$25,714	\$7,346	\$2,448	\$1,224.00
6	BENTON	6	25654	4458	19405	\$116,430	\$13,374	\$129,804	\$97,025	\$4,458	\$101,483	\$28,321	\$8,916	\$4,458.00
7	BLACK HAWK	6	131396	16618	67989	\$407,934	\$49,854	\$457,788	\$339,945	\$16,618	\$356,563	\$101,225	\$33,236	\$16,618.00
8	BOONE	1	26721	4181	19106	\$114,636	\$12,543	\$127,179	\$95,530	\$4,181	\$99,711	\$27,468	\$8,362	\$4,181.00
9	BREMER	2	24863	3649	16521	\$99,126	\$10,947	\$110,073	\$82,605	\$3,649	\$86,254	\$23,819	\$7,298	\$3,649.00
10	BUCHANAN	6	20598	3610	14978	\$89,868	\$10,830	\$100,698	\$74,890	\$3,610	\$78,500	\$22,198	\$7,220	\$3,610.00
11	BUENA VISTA	3	20723	2904	13415	\$80,490	\$8,712	\$89,202	\$67,075	\$2,904	\$69,979	\$19,223	\$5,808	\$2,904.00
12	BUTLER	2	14421	2524	11517	\$69,102	\$7,572	\$76,674	\$57,585	\$2,524	\$60,109	\$16,565	\$5,048	\$2,524.00
13	CALHOUN	1	9962	2147	9021	\$54,126	\$6,441	\$60,567	\$45,105	\$2,147	\$47,252	\$13,315	\$4,294	\$2,147.00
14	CARROLL	1	20756	2896	11671	\$70,026	\$8,688	\$78,714	\$58,355	\$2,896	\$61,251	\$17,463	\$5,792	\$2,896.00
15	CASS	4	13158	2061	9643	\$57,858	\$6,183	\$64,041	\$48,215	\$2,061	\$50,276	\$13,765	\$4,122	\$2,061.00
16	CEDAR	6	18494	3257	15023	\$90,138	\$9,771	\$99,909	\$75,115	\$3,257	\$78,372	\$21,537	\$6,514	\$3,257.00
17	CERRO GORDO	2	43185	6731	32084	\$192,504	\$20,193	\$212,697	\$160,420	\$6,731	\$167,151	\$45,546	\$13,462	\$6,731.00
18	CHEROKEE	3	11606	2271	10239	\$61,434	\$6,813	\$68,247	\$51,195	\$2,271	\$53,466	\$14,781	\$4,542	\$2,271.00
19	CHICKASAW	2	12021	2243	9918	\$59,508	\$6,729	\$66,237	\$49,590	\$2,243	\$51,833	\$14,404	\$4,486	\$2,243.00
20	CLARKE	4	9736	1684	7861	\$47,166	\$5,052	\$52,218	\$39,305	\$1,684	\$40,989	\$11,229	\$3,368	\$1,684.00
21	CLAY	3	16410	2916	15338	\$92,028	\$8,748	\$100,776	\$76,690	\$2,916	\$79,606	\$21,170	\$5,832	\$2,916.00
22	CLAYTON	6	17173	3329	12981	\$77,886	\$9,987	\$87,873	\$64,905	\$3,329	\$68,234	\$19,639	\$6,658	\$3,329.00
23	CLINTON	6	46589	6696	30929	\$185,574	\$20,088	\$205,662	\$154,645	\$6,696	\$161,341	\$44,321	\$13,392	\$6,696.00
24	CRAWFORD	3	16555	2301	10817	\$64,902	\$6,903	\$71,805	\$54,085	\$2,301	\$56,386	\$15,419	\$4,602	\$2,301.00
25	DALLAS	1	96604	18555	83270	\$499,620	\$55,665	\$555,285	\$416,350	\$18,555	\$434,905	\$120,380	\$37,110	\$18,555.00
26	DAVIS	5	9066	1543	6171	\$37,026	\$4,629	\$41,655	\$30,855	\$1,543	\$32,398	\$9,257	\$3,086	\$1,543.00
27	DECATUR	4	7718	1567	6798	\$40,788	\$4,701	\$45,489	\$33,990	\$1,567	\$35,557	\$9,932	\$3,134	\$1,567.00
28	DELAWARE	6	17508	3245	15126	\$90,756	\$9,735	\$100,491	\$75,630	\$3,245	\$78,875	\$21,616	\$6,490	\$3,245.00
29	DES MOINES	5	39069	5348	23001	\$138,006	\$16,044	\$154,050	\$115,005	\$5,348	\$120,353	\$33,697	\$10,696	\$5,348.00
30	DICKINSON	3	17536	5891	28054	\$168,324	\$17,673	\$185,997	\$140,270	\$5,891	\$146,161	\$39,836	\$11,782	\$5,891.00
31	DUBUQUE	6	98687	12105	54241	\$325,446	\$36,315	\$361,761	\$271,205	\$12,105	\$283,310	\$78,451	\$24,210	\$12,105.00
32	EMMET	3	9433	1569	8158	\$48,948	\$4,707	\$53,655	\$40,790	\$1,569	\$42,359	\$11,296	\$3,138	\$1,569.00
33	FAYETTE	2	19582	3271	14844	\$89,064	\$9,813	\$98,877	\$74,220	\$3,271	\$77,491	\$21,386	\$6,542	\$3,271.00
34	FLOYD	2	15672	2523	11526	\$69,156	\$7,569	\$76,725	\$57,630	\$2,523	\$60,153	\$16,572	\$5,046	\$2,523.00
35	FRANKLIN	2	10056	1965	8366	\$50,196	\$5,895	\$56,091	\$41,830	\$1,965	\$43,795	\$12,296	\$3,930	\$1,965.00
36	FREMONT	4	6702	1408	6972	\$41,832	\$4,224	\$46,056	\$34,860	\$1,408	\$36,268	\$9,788	\$2,816	\$1,408.00
37	GREENE	1	8831	2074	8735	\$52,410	\$6,222	\$58,632	\$43,675	\$2,074	\$45,749	\$12,883	\$4,148	\$2,074.00
38	GRUNDY	1	12336	2351	9938	\$59,628	\$7,053	\$66,681	\$49,690	\$2,351	\$52,041	\$14,640	\$4,702	\$2,351.00
39	GUTHRIE	4	10599	2715	10815	\$64,890	\$8,145	\$73,035	\$54,075	\$2,715	\$56,790	\$16,245	\$5,430	\$2,715.00
40	Hamilton	1	15073	2610	12432	\$74,592	\$7,830	\$82,422	\$62,160	\$2,610	\$64,770	\$17,652	\$5,220	\$2,610.00
41	HANCOCK	2	10837	2221	10436	\$62,616	\$6,663	\$69,279	\$52,180	\$2,221	\$54,401	\$14,878	\$4,442	\$2,221.00
42	Hardin	1	16997	3105	13751	\$82,506	\$9,315	\$91,821	\$68,755	\$3,105	\$71,860	\$19,961	\$6,210	\$3,105.00
43	HARRISON	4	14589	2766	13577	\$81,462	\$8,298	\$89,760	\$67,885	\$2,766	\$70,651	\$19,109	\$5,532	\$2,766.00
44	HENRY	5	20488	2746	12693	\$76,158	\$8,238	\$84,396	\$63,465	\$2,746	\$66,211	\$18,185	\$5,492	\$2,746.00
45	HOWARD	2	9456	1958	8851	\$53,106	\$5,874	\$58,980	\$44,255	\$1,958	\$46,213	\$12,767	\$3,916	\$1,958.00
46	HUMBOLDT	2	9622	1922	8395	\$50,370	\$5,766	\$56,136	\$41,975	\$1,922	\$43,897	\$12,239	\$3,844	\$1,922.00
47	IDA	3	6979	1292	5735	\$34,410	\$3,876	\$38,286	\$28,675	\$1,292	\$29,967	\$8,319	\$2,584	\$1,292.00
48	IOWA	6	16596	2702	11992	\$71,952	\$8,106	\$80,058	\$59,960	\$2,702	\$62,662	\$17,396	\$5,404	\$2,702.00

2024
 Fee Income Estimate
 Statewide and by County
 \$6.00 Per Page

	County	ICRA	Population	Rec Docs	Act. Rec Pgs	Adjusted Est. Total Base Income	Adjusted Records Management	Adjusted Base + Adjusted Records Management	Estimated 2024 Actual Base Recording Income	Estimated 2024 Actual Records Management Income	Estimated 2024 Base +RM Income	Estimated Increased Recording + Records Management Income	Estimate ILR \$2 Fee Income	Increased ILR Fee Income
100	97 WOODBURY	3	105102	12126	59261	\$355,566	\$36,378	\$391,944	\$296,305	\$12,126	\$308,431	\$83,513	\$24,252	\$12,126.00
101	98 WORTH	2	7450	1281	6108	\$36,648	\$3,843	\$40,491	\$30,540	\$1,281	\$31,821	\$8,670	\$2,562	\$1,281.00
102	99 WRIGHT	2	12978	2545	11546	\$69,276	\$7,635	\$76,911	\$57,730	\$2,545	\$60,275	\$16,636	\$5,090	\$2,545.00
103	Totals		3179090	477073	2150147	\$12,900,882	\$1,431,219	\$14,332,101	\$10,750,735	\$477,073	\$11,227,808	\$3,104,293	\$954,146	\$477,073
104	New Base Fee	6										27.60%		
105	New Records Management Fee	3												



FinCEN Residential Real Estate Reporting Rule: Compliance Overview

Rachel Pettit | Iowa Title Guaranty Deputy Director

Doug Mizer | Iowa Title Guaranty Legal Counsel

FinCEN Residential Real Estate Reporting Rule

(31 CFR § 1031.320)

What triggers a report, who files, and what must be reported.

TODAY'S OBJECTIVES:

*Grasp the **trigger test** (Residential + entity/trust + non-financed + no exceptions)*

*Identify the **reporting person** via the **cascade** or designation.*

*Know the **data fields** required and the **filing deadline**.*

WHY DOES THIS RULE EXIST?

(Policy Backdrop)



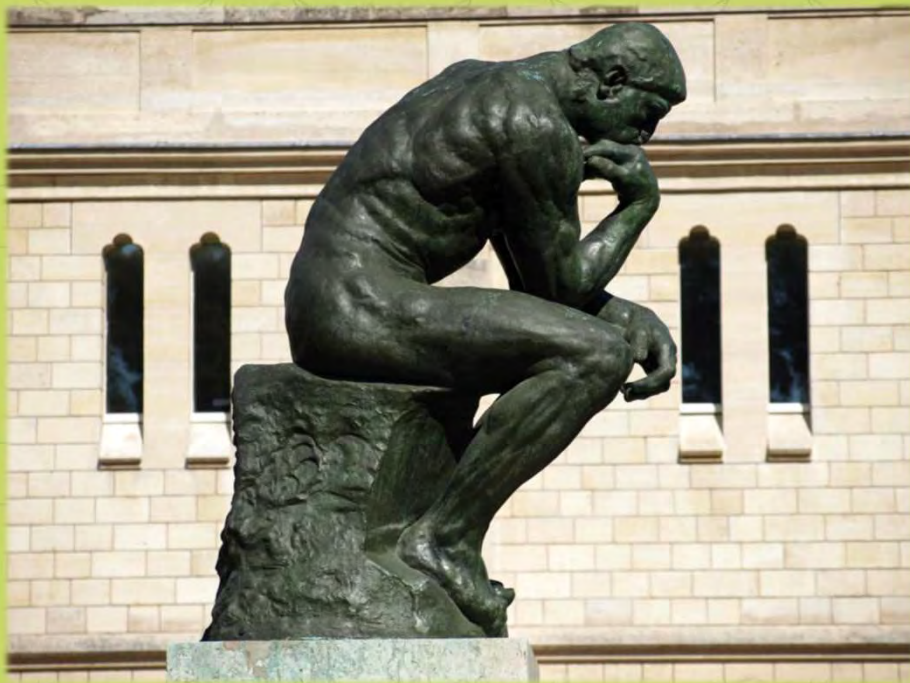
- The rule is aimed at rooting out money laundering activity.
- Illicit actors use **all-cash/non-financed** residential transfers using **entities or trusts** to mask beneficial owner information (BOI).

Effective Date

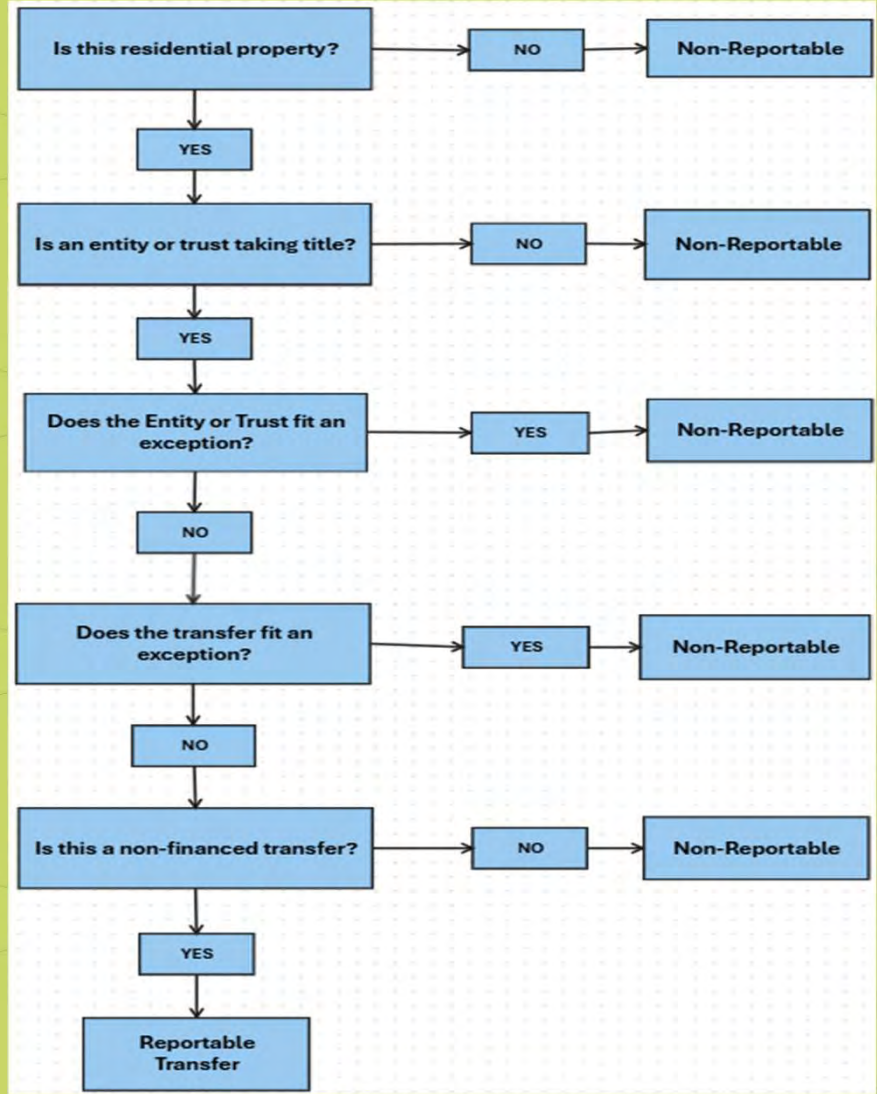
1. Rule finalized August 29, 2024 (89 FR 70258).
2. The Secretary of Treasury issued an Exemptive Relief Order on September 30, 2025 which postponed reporting until **March 1, 2026**.

*“Thus, reporting persons are not required to report transactions that meet the definition of a “reportable transfer” and that close prior to **March 1, 2026**.”*

THE TRIGGER TEST



IS THIS A REPORTABLE TRANSFER?



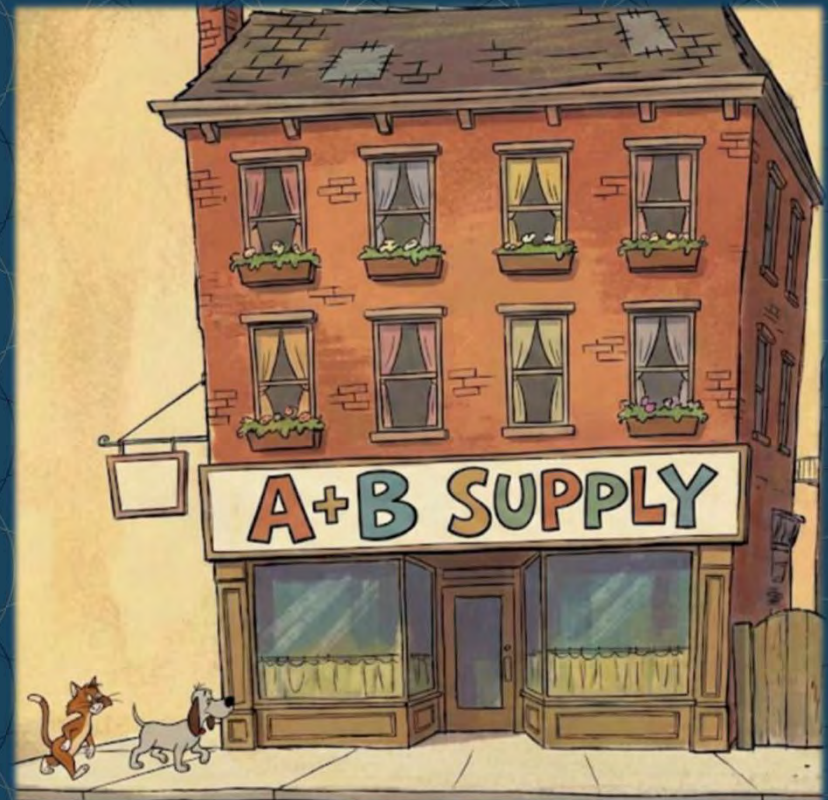
Residential Scope: *What counts?*

Existing:

- 1–4 family structures.
- 1–4 family units within larger structures.
- Shares in a housing cooperative.

Non-Existing:

- Land where transferee **INTENDS** to build a 1–4 family structure.



Excepted Transfers

- Easement
- Death
- Divorce
- Bankruptcy
- Court-supervised transfer
- Individual/Spouse to Own Trust
- 1031 Exchange QI
- No Reporting Person

THE REPORTING CASCADE

- Closing/settlement agent (on transferee's statement) →
- Preparer of transferee's statement →
- Deed/transfer instrument filer →
- Owner's policy underwriter for transferee →
- Greatest disburser →
- Title status evaluator →
- Deed (or co-op stock) drafter.



WHAT GETS REPORTED?

- **Reporting Person** information
- **Transferee (entity/trust):** identifiers, **beneficial owners, signing individuals.**
- **Transferor:** basics (individual/entity/trust data).
- **Property:** address, legal description, **date of closing.**
- **Payments:** **total consideration** and **each payment by/on behalf of the entity/trust transferee** (method, originating FI & account, payor if ≠ transferee).
- **Private/hard money** checkbox.

PENALTIES

NEGLIGENT VIOLATIONS

“ . . . could result in a civil penalty of, as of the publication of the final rule, not more than \$1,394 for each violation, and an additional civil money penalty of up to \$108,489 for a pattern of negligent activity . . . ”

53 U.S.C. § 5321.

WILLFUL VIOLATIONS

“ . . . could result in a term of imprisonment of not more than five years or a criminal fine of not more than \$250,000, or both . . . [and] a civil penalty of . . . not more than the greater of the amount involved in the transaction (not to exceed \$278,937) or \$69,733.”

53 U.S.C. § 5322; 31 CFR § 1010.821.



January 8, 2026

To: ESS Finance Subcommittee

From: Phil Dunshee

Re: Draft Finance Procedures

As noted in the summary of the December ESS Finance Subcommittee meeting, last year a working group was established by the Iowa County Recorders' Association to review both the 28E agreement and the ESS Policies and Procedures. A few topics were discussed about the finance packet contents and procedures relating to the ESS budget. The Subcommittee (and the ESS Coordinating Committee) were asked to review several possible changes to Policies and Procedures and to consider making other recommendations regarding finance procedures. Some comments were received from committee members, and some options were suggested by the ESS Project Manager.

Based on the input received and various informal discussions, a draft set of amendments has been prepared for review. These amendments are found on pages 138 through 141 of the January 2026 ESS Finance Subcommittee meeting packet. This is a summary of the content of those amendments.

1. Section 1.6, subsections 5 and 7 would be modified to require that the ESS Coordinating Committee hold an organization meeting each January to elect officers. Normally the first meeting each year would be in February. An organizational meeting in January would fulfill the task of electing officers earlier, which would also allow the new Chair to make the appointments to the subcommittees earlier.
2. Section 1.6, subsection 7 would be modified to make the ESS Secretary/Treasurer a standing member of the Finance Subcommittee. (current practice.)
3. A new paragraph would be added to Section 1.6, subsection 7 and require that the Chair make the appointments to any subcommittee created by the ESS Coordinating Committee. This is intended to ensure the timely appointment of subcommittee members. It also does two other things.
 - a. It allows staff designated by a county recorder to serve as a member of a subcommittee, and
 - b. It requires the subcommittee members to be associated with qualified county recorders. "Qualified County Recorders" are currently defined in the Policies and Procedures to be "A County Recorder from a County which is a member of the Electronic Services System 28E organization". A Qualified County Recorder is already required for members of the ESS Coordinating Committee. See section 1.6, subsection 3, unnumbered paragraphs 3 and 4.

4. Section 1.7, subsection 1 paragraph 1 is modified to do the following:
 - a. explicitly states that nominations should be representative of the six ICRA districts (current practice)
 - b. designates the ICRA Treasurer as a standing member of the Finance Subcommittee (in addition to the ESS Secretary/Treasurer) (current practice)
 - c. establishes a limit of three consecutive terms for ESS Subcommittee members (terms remain at two years)

5. Section 1.7, subsection 1 paragraph 2 is added to do the following:
 - a. require the annual designation of a chair and vice chair to conduct meetings and coordinate with staff (current practice is to designate a chair only)
 - b. explicitly allows a chair or vice chair to make motions and vote (current practice)
 - c. requires a quorum to act and defines a quorum to be a simple majority of the subcommittee members

6. Section 1.7, subsection 3 is modified to do the following:
 - a. explicitly requires the Finance subcommittee to review quarterly and year-to-date financial reports to be presented to the ESS Coordinating Committee for approval (current practice)

7. Section 1.7, subsection 4 is modified to add a more complete description of processes to be followed in the preparation and approval of budgets and budget amendments - current practice is described

8. Section 1.7, subsection 6 is modified to clarify that expenditures from the Software Development and Equipment Maintenance Reserve be authorized by the ESS Coordinating Committee (current practice)

We look forward to the discussion.

pd

Chapter 1
ESS Subcommittees and Finance Procedures

Chapter 1 of the Electronic Services System (ESS) Policies and Procedures is amended to clarify procedures relating to the appointment of subcommittees and the procedures of the ESS Finance Subcommittee.

1. Section 1.6 (5) Time and Location of Meetings, is amended to read as follows

1.6 (5) Time and Location of Meetings. The ESS Coordinating Committee shall conduct an organizational meeting each calendar year, which shall be held not later than January 15, to elect officers and conduct other necessary business. The ESS Coordinating Committee shall hold regular ~~meet~~ quarterly meetings at a time specified by the chair. The Committee may meet in person or by electronic means. Additionally, the ESS Coordinating Committee shall meet as necessary in joint session with Iowa County Recorders' Association Executive Board at a time and location determined by mutual agreement. Other meetings may be called by the Chair or Vice Chair of the Committee.

Meetings shall be conducted in accordance with the requirements of Chapter 21 of the Iowa Code. Items shall be placed on the agenda according to the order of business. The order of business for each regular meeting shall be as follows:

Welcome and Introductions
Approval of Meeting Summary
Financial Reports
Action and Discussion Items
Informal Discussion and Public Comment

By general consent of the Committee, items may be considered out of order.

2. Section 1.6 (7), Officers, is amended to read as follows

1.6(7) Officers. There shall be three officers of the ESS Coordinating Committee, consisting of a chair, vice-chair and secretary/treasurer.

Not later than January 15 of each calendar year, the ~~The~~ ESS Coordinating Committee shall nominate and elect a chair, vice-chair and secretary/treasurer from the ESS membership. The term of Office for the Chair, Vice Chair & Secretary/Treasurer shall be one year. However, an Officer may serve successive terms with no limit to the number of terms.

The Chair shall convene and preside over all meetings or shall arrange for other members of the Coordinating Committee to preside at each meeting in the following order: Vice Chair, Secretary/Treasurer. ~~The Chair shall also appoint members of any subcommittees established by the Coordinating Committee.~~

The Secretary/Treasurer shall be responsible for keeping records of ESS Committee actions, including overseeing the preparation of meeting summaries and financial reports, and ensuring that corporate records are maintained. The Secretary/Treasurer shall also serve as a standing member of ESS Finance Subcommittee.

Immediately following the appointment of ESS Officers, the Chair shall appoint the members of any subcommittee established by the ESS Policies and Procedures or otherwise established by the ESS Coordinating Committee. The Chair shall appoint the recorder or members of any subcommittee from the Qualified County Recorder nominations submitted. A Qualified County Recorder may designate a staff representative who may be nominated and appointed to serve on a subcommittee.

3. Section 1.7, Financial Procedures, is amended to read as follows

ESS – 1.7 Financial Procedures.

(Iowa Code Section 331.604, Subsection 3(a))

1.7 (1) ESS Finance Subcommittee. An ESS Finance Subcommittee is established to review the financial activities of the Electronic Services System. The ESS Subcommittee shall be nominated by and be representative of each of the six districts of the Iowa County Recorders Association. The Secretary/Treasurer of the ESS Coordinating Committee and the Treasurer of the Iowa County Recorders Association shall serve as standing voting members of the ESS Finance Subcommittee. An appointed member of the ESS Finance Subcommittee shall be eligible to serve for no more than three consecutive terms.

The ESS Finance Subcommittee shall annually designate a Chair and Vice Chair to conduct meetings and to coordinate communication with ESS Administrative and Finance staff. A Chair or Vice Chair shall be eligible to make motions and to vote. A quorum of the ESS Finance Subcommittee members is required to take action. A quorum is defined as a simple majority of the appointed members including the ESS Coordinating Committee Secretary/Treasurer and the Treasurer of the Iowa County Recorders Association.

1.7(2) The ESS Finance Subcommittee shall perform the following duties.

- a. Assist with the development of an annual budget for ESS and the county land record information system.
- b. Review monthly invoices and claims for payment.
- c. Review financial reports, meeting summaries and other information as necessary.
- d. Assist the ESS Coordinating Committee with financial matters.

1.7(2) Review and Approval of Expenditures. Accounts payable (invoice payments, credit card charges and claims for payment) shall be reviewed by the ESS Finance Subcommittee. The Subcommittee shall advise the ESS Coordinating Committee of issues and activities which require formal action.

1.7(3) Review and Approval of Financial Reports. Financial reports shall be reviewed by the ESS Finance Subcommittee monthly. The Subcommittee shall advise the ESS Coordinating Committee of issues and activities which require formal action. Quarterly and Year-To-Date Financial reports shall be reviewed and approved by presented to the ESS Coordinating Committee for approval.

1.7(4) Annual Budget. The ESS Finance Subcommittee shall assist the ESS Coordinating Committee with the development of an annual budget and any budget amendments. Budget procedures shall include the following elements.

- Ongoing discussion and review and financial trends and economic indicators
- Preparation of a draft line-item budget or budget amendment by ESS administrative staff for review in conjunction with preparations for each quarterly meeting of the ESS Coordinating Committee.
- Preparation of a detailed memorandum prepared by ESS administrative staff which describes proposed adjustments from budgeted to actual amendments, highlights notable changes in revenue or expenditures, and projects necessary adjustments to revenues and expenditures which may be required to address changes in economic or financial conditions and to ensure a balanced budget.
- Approval of a recommended budget action to the ESS Coordinating Committee.

An annual budget and any recommended amendments to the budget shall be presented to reviewed and approved by the ESS Coordinating Committee for approval.

1.7(5) Annual Audit. Financial accounts managed directly by ESS Coordinating Committee shall be audited annually by an independent auditor. Financial accounts managed through the Office of the State Treasurer shall be subject to the auditing procedures of the State Auditor.

1.7(6) Allocation and Expenditure of Reserve Funds. The following reserve funds are established.

- a. Treasury Management Software Development and Equipment Maintenance Reserve. The purpose of the reserve is to provide resources for authorized software development, technical assistance, equipment replacement or maintenance, and human resource management activities.
- b. Treasury Management Redaction Reserve. The purpose of the reserve is to provide resources for the redaction of personally identifiable information which may be included in images of Back File documents as defined in Section 4.1.
- c. Treasury Management Restricted Operating Reserve. The purpose of the reserve is to provide resources which may be necessary to sustain the operation of the Electronic Services System due to an unforeseen event or emergency.

- d. Treasury Management Unrestricted Reserve. The purpose of the reserve is to provide resources for planned operating expenses when income varies from budget projections.

Any reserve funds shall be reviewed at least annually by the ESS Coordinating Committee and the ESS Finance Subcommittee. The expenditure of Restricted Operating Reserve funds and Software Development and Equipment Maintenance Reserve funds shall be subject to the approval of the ESS Coordinating Committee. The Administrator/Project Manager shall inform the ESS Coordinating Committee and ESS Finance Subcommittee of the expenditure of ~~any other reserve~~ Redaction Reserve or Unrestricted Reserve funds. As needed the reserve funds may be adjusted or rebalanced by the ESS Coordinating Committee.

Funds not allocated to a reserve fund in the Treasury Management account shall be available for general operating expenses and to maintain the necessary liquidity for daily operations including the distribution of funds to participating public agencies, budgeted operating expenses, and payments to vendors.

Section 1.7 (6) revised 5.9.19
Section 1.7 (6) revised 2.6.20
Section 1.7 (6) revised 11.5.20
Section 1.7 (2-4, 6) revised 8.10.21
Sections ...() revised 01.--.26

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FOR DISCUSSION