

The Board of Supervisors met on 7/21/20 at 10:08 a.m. (meeting began late due to technical issues) in the Story County Administration Building. Members present: Linda Murken, Lisa Heddens, and Lauris Olson, with Murken presiding. (all audio of meetings available at storycountyiowa.gov). Murken read the special note to the public: due to recommendations to limit gatherings in order to help slow the spread of the COVID-19 virus, public access to the meeting will be provided via Zoom meeting originating from the Story County Administration Building.

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

UPDATES ON COVID-19 – Heddens reported on COVID stats.

RECOGNITION OF SUE MCCASKEY FOR HER 27 YEARS OF SERVICE – Murken thanked McCaskey for her many years of service, and presented her with a plaque. McCaskey stated she will miss it; she worked with great people.

IOWA ABLE ANNUAL REPORT – Anna Magnusson, Director, reported on a variety of programs. Murken thanked her on behalf of the Board.

MINUTES: 7/14/20 Minutes – Olson moved, Heddens seconded the approval of Minutes as presented. Roll call vote. (MCU)

CLAIMS: 7/23/20 Claims of \$823,423.09 (run date 7/17/2020, 39 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from Central Iowa Drug Task Force (\$1,655.14), BooST School Ready Services (\$9,210.55), BooST Early Childhood (\$14,038.70), Emergency Management (\$2,580.90), E911 surcharge (\$3,629.72), County Assessor (\$2,165.92), Ames City Assessor (\$9,315.95), and Central Iowa Community Services (\$299,715.15). Heddens moved, Olson seconded the approval of Claims as presented. Roll call vote. (MCU)

Olson moved, Heddens seconded approval of the Consent Agenda as presented

1. Lease Agreement between Mary Greeley Medical Center and Story County for property located at 124 S. Hazel Avenue, Ames, effective 7/1/20-12/31/20, for \$1.00
2. FY21 Provider and Program Participation Agreement with The Salvation Army, effective 7/1/20-6/30/21, for the following: Disaster Services (not to exceed \$1,125.00) \$174.73/staff hour; Food Pantry (not to exceed \$3,931.00) \$210.54/client contact; Food Pantry/Local Option (not to exceed \$757.00) \$210.54/client contact
3. Resolution #21-07, Setting Date and Time for Public Hearing for 8/11/20, for consideration on the proposed plans, specifications, and form of contract for the Heart of Iowa Nature Trail (HOINT) Slater connector
4. Quarterly Report: Recorder
5. FY20 Equitable Sharing Agreement and Certification between Story County and the federal government
6. 28E Agreement between Animal Control and the City of Colo, effective upon signature-6/30/21
7. The BOS Meetings on 9/8/20 and 11/3/20 as Limited Agenda Meetings
8. Road Closure Resolutions: #21-01, 21-03, 21-04
9. Utility Permits: #21-5075, #21-5105

Roll call vote. (MCU)

NOWAITINSIDE APPOINTMENT SOFTWARE TO ALLOW LIMITED PUBLIC ACCESS TO COUNTY

BUILDINGS FOR \$29.00 A MONTH PLUS 5¢ PER TRANSACTION – Barb Steinback, Information Technology (IT) Director, reported on the software. Usage will start with the offices of the Treasurer and the Recorder, and then expand to other offices and departments as needed. Murken stated to fund via the IT department for now. Heddens moved, Olson seconded the approval of Nowaitinside Appointment Software to allow limited public access to County buildings for \$29.00 a month plus 5¢ per transaction. Roll call vote. (MCU)

HIRING FREEZE EXCEPTION REQUEST FOR ANIMAL SHELTER ATTENDANT – Sandra King, External Operations and County Services Director, reported on current staffing, and requested approval. Discussion took place. Olson moved, Heddens seconded the approval of Hiring Freeze Exception Request for Animal Shelter Attendant. Roll call vote. (MCU)

UPCOMING AGENDA ITEMS: Olson stated Engineer Darren Moon will be present on the Iowa Department of Transportation's most recent plans for the US Highway 30 interchange around Nevada. Murken stated the City of Nevada will discuss this issue at its meeting on 7/27/20; the public can comment via Zoom.

HEART OF IOWA REGIONAL TRANSIT AGENCY (HIRTA)'S REQUEST TO CLARIFY AND EXPAND ALLOWABLE USES FOR STORY COUNTY'S ANALYSIS OF SOCIAL SERVICES EVALUATION TEAM (ASSET)

FUNDING FOR PUBLIC TRANSPORTATION – Julia Castillo, HIRTA Executive Director, reported on transit systems, types of services, regional statistics, and the impact of COVID-19. Brooke Ramsey, HIRTA Business Development Manager, reported on usage statistics, funding sources, and revenue changes. Discussion took place. Ramsey and Castillo both provided additional detail on funding and ridership. Additional discussion took place. Sandra King, External Operations and County Services Director, reported on current funding and amending the HIRTA contract. Deb Schildroth, Ames Assistant City Manager, provided detail about City of Ames funding. Olson moved approval to allow some County ASSET funds to be expanded for rides in the City of Ames with the stipulation that enough funds remain allocated to non-Ames riders to assure all requests from outside of Ames are met in FY21. Motion died for lack of a second. Heddens moved approval to allow some County ASSET funds be expanded to be used for rides in the City of Ames with the stipulation that enough funds remain allocated to non-Ames rides to assure all request from outside of Ames are met in FY21 and requiring HIRTA to do monthly reports to the Board on the utilization of those funds. Olson seconded. Roll call vote. (MCU)

Olson moved approval to use the FY20 ASSET carryover of \$12,300.00 from the General Fund plus \$3,000.00 from the Rural Fund to be used to fund a pilot van pool program in Story County with monthly reports to the Board about program use and fund use. Heddens seconded. Roll call vote. (MCU)

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: Olson reported on the Hunger Coalitions drive.

CLOSED SESSION PURSUANT TO CODE OF IOWA §21.5(1)(c) – At 11:50 a.m., Heddens moved, Olson seconded to go into closed session on the advice of counsel. Roll call vote. (MCU)

Murken reconvened the Board in open session at 12:09 p.m.

Heddens moved to accept the investigator's recommendations as presented in closed session. Second by Olson. Roll call vote. (MCU)

Olson moved, Heddens seconded to adjourn at 12:11 p.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Agenda
7/21/20

1. Originating From Administration Building, Story County Public Access Provided Via "Zoom" Meeting
SPECIAL NOTE TO THE PUBLIC: Due to recommendations to limit gatherings to no more than ten (10) people in order to help slow the spread of the COVID-19 virus, public access to the meeting will be provided via Zoom. **Members of the public can participate by using the information at the end of this agenda:**
2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. STATEMENT EXPLAINING WHY A MEETING IN PERSON IS IMPOSSIBLE OR IMPRACTICAL, PER CODE SECTION 21.8.1
5. ADOPTION OF AGENDA:
6. UPDATES ON COVID-19
 - a) Staff
 - b) Supervisors
7. PUBLIC COMMENT #1:
This comment period is for the public to address topics on today's agenda
8. DISCUSSION AND CONSIDERATION OF ITEMS BROUGHT BEFORE THE BOARD WITH REQUEST FOR IMMEDIATE ACTION:
9. Recognition Of Sue McCaskey For Her 27 Years Of Service

Department Submitting Human Resources
10. AGENCY REPORTS:
 - I. Iowa Able Annual Report - Submitted Report Only

Department Submitting Auditor

Documents:

IOWA ABLE.PDF
11. CONSIDERATION OF MINUTES:
 - I. 7/14/20 Minutes

Department Submitting Auditor
12. CONSIDERATION OF PERSONNEL ACTIONS:
13. CONSIDERATION OF CLAIMS:

I. 7/23/20 Claims

Department Submitting Auditor

Documents:

CLAIMS 072320.PDF

14. CONSENT AGENDA:

(All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time the Board votes on the motion.)

I. Consideration Of Lease Agreement Between Mary Greeley Medical Center And Story County For Property Located At 124 S. Hazel Avenue Ames Effective 7/1/20-12/31/20 For \$1.00

Department Submitting Community Services

Documents:

MGMC LEASE JUL20.PDF

II. Consideration Of FY21 Provider And Program Participation Agreement With The Salvation Army Effective 7/1/20-6/30/21
The Salvation Army-Disaster Services(Not to Exceed \$1,125) \$174.73/1 Staff Hr; Food Pantry(Not to exceed \$3,931) \$210.54/1 Client Contact; Food Pantry/Local Option (Not to exceed \$757) \$210.54/1 Client Contact

Department Submitting Board of Supervisors

Documents:

THE SALVATION ARMY.PDF

III. Consideration Of Resolution #21-07, Setting Date And Time For Public Hearing For August 11, 2020, For Consideration On The Proposed Plans, Specifications, And Form Of Contract For The Heart Of Iowa Nature Trail Slater Connector

Department Submitting Conservation

Documents:

RESOLUTION 21 07 .PDF

IV. Consideration Of Quarterly Report: Recorder

Department Submitting Auditor

Documents:

REC QTR.PDF

V. Consideration Of Equitable Sharing Agreement And Certification For Fiscal Year 2019/2020

Department Submitting Sheriff

Documents:

ESAC 2020.PDF

VI. Consideration Of 28E Agreements Between Animal Control And The Following Cities:
Colo Effective Upon Signature 6/30/2021

Department Submitting Animal Control

Documents:

28E AGREEMENT.PDF

VII. Consideration Of The BOS Meetings On 9/8/20 And 11/3/20 As Limited Agenda Meetings

Department Submitting Auditor

Documents:

AUDITOR.PDF

VIII. Consideration Of Road Closure Resolution(S): #21-01, 21-03, 21-04

Department Submitting Engineer

Documents:

RC21 01.PDF
RC 21 03.PDF
RC 21 04.PDF

IX. Consideration Of Utility Permit(S): #21-5075, #21-5105

Department Submitting Engineer

Documents:

UTILITY.PDF
5105.PDF

15. PUBLIC HEARING ITEMS:

16. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of NoWaitInside Appointment Software To Allow Limited Public Access To County Buildings For \$29/Mo Plus 5¢ Per Transaction - Barb Steinback

Department Submitting Information Technology

Documents:

NOWAITINSIDE SOFTWARE.PDF

- II. Discussion And Consideration Of Hiring Freeze Exception Request For Animal Shelter Attendant - Sandra King And Alissa Wignall

Department Submitting Human Resources

Documents:

SHELTER ATTENDANT.PDF

17. DEPARTMENTAL REPORTS:

18. OTHER REPORTS:

19. UPCOMING AGENDA ITEMS:

20. Discussion And Consideration Of HIRTA's Request To Clarify And Expand Allowable Uses For Story County's ASSET Funding For Public Transportation - Julia Castillo

Department Submitting Board

Documents:

HIRTA.PDF

21. PUBLIC FORUM #2:

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

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

23. Closed Session Pursuant To Iowa Code Section 21.5(1)(C) - Ethan Anderson, Story County Assistant Attorney And Alissa Wignall, Director Of Internal Operations And Human Resources

Per Iowa Code Section 21.5(1)(c) – to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation

Department Submitting Board of Supervisors

24. ADJOURNMENT:

25. Instructions For Participation In Meeting Discussions

Join Zoom Meeting

[HTTPS://ZOOM.US/J/98170920243?](https://zoom.us/j/98170920243?pwd=NCGG0UUK1AGVXELL4UI9ORKVLDLRPDZ09)

[PWD=NCGG0UUK1AGVXELL4UI9ORKVLDLRPDZ09](https://zoom.us/j/98170920243?pwd=NCGG0UUK1AGVXELL4UI9ORKVLDLRPDZ09)

Meeting ID: 981 7092 0243
Password: 446094
One tap mobile
+13017158592,,98170920243#,,1#,446094# US (Germantown)
+13126266799,,98170920243#,,1#,446094# US (Chicago)

Dial by your location
+1 301 715 8592 US (Germantown)
+1 312 626 6799 US (Chicago)
+1 929 205 6099 US (New York)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)

Meeting ID: 981 7092 0243
Password: 446094

Find your local number: [HTTPS://ZOOM.US/U/AEP6HKSCHQ](https://zoom.us/j/98170920243)

**We ask that you mute your phone if possible. To request to speak when allowed on the agenda, participants must click "Raise Hand" if connected by smartphone or computer, or press *9 if connected by telephone. All participants will be muted by the meeting host when not actually speaking. For additional information regarding How to Participate in Meeting Discussions, please visit Story County's website at: <https://www.storycountyiowa.gov/92/Board-of-Supervisors>

Audio recordings of all Board meetings will be posted on our website www.storycountyiowa.gov shortly after the meeting is concluded. You may access these recordings at any time by clicking on the Meetings and Agendas button on the home page.

How to Participate in Meeting Discussions

If you would like to watch a meeting as it happens and participate in the discussion, you can do so via Zoom (www.zoom.us). Zoom is a videoconferencing platform that works across different internet-enabled devices and standard telephones. Meetings that are being held via Zoom will have information at the top of the agenda regarding how to find the meeting in Zoom. Each meeting is assigned a meeting ID (sometimes called a "webinar ID") that you will need to use to access the meeting.

Zoom video conferencing – You can access the meeting by either clicking the link in the agenda, or by opening the Zoom application and entering the meeting ID number found on the agenda.

- Meeting participants will be able to watch and hear the meeting as it takes place. For portions of the meeting where public input is accepted, participants interested in speaking can press the button called "Raise Hand." This will notify the staff that you wish to speak. When it is your turn, staff will announce your name and notify you it is your turn to speak.
- You will need to press the "unmute" button and provide your comments. Once you are complete, you will be muted again by the staff.

Zoom phone conferencing – As an alternative to video conferencing, participants may call in to a phone conference using their touch-tone phone. Call-in telephone numbers are provided at the top of each meeting agenda (you can select from any of the phone

numbers.) Unless otherwise indicated, the number is a long-distance phone number; charges may apply depending on your telephone provider. Once you have dialed the telephone number provided, you will be prompted to enter the Meeting ID number (found on the agenda).

- During the meeting, you will be able to hear the discussion live, but will not be able to see any content (e.g., maps, text, or other visual materials) that may be displayed for video conference users. For portions of the meeting where public input is accepted, participants interested in speaking can press *9 on their phone.” This will notify the staff that you wish to speak. When it is your turn, staff will announce the last four digits of your phone number and notify you it is your turn to speak. You will hear an automated announcement that your line has been unmuted, then you can begin your comments. Once you are complete, you will be muted again by the staff.

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

Story County
Board of Supervisors
Agenda
7/21/20

NAME

ADDRESS

Barb Steinback
Sandra Kip
Noelle McCateno
Glen P. Andrews

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2020 Iowa Able Foundation Annual Report

Iowa Able Foundation General Information

The Iowa Able Foundation is a statewide lender providing low-income lowans with disabilities and the aging population access to affordable and flexible credit. A 501(c)(3) nonprofit organization, the goal of Iowa Able is to help lowans increase their independence at home, at work and in their communities. Financial education for Iowa's disability community underpins Iowa Able's credit offerings.

Iowa Able Foundation Strategic Plan / Pilot Program Updates

The Iowa Able Foundation's Board of Directors reviewed and approved recommendations from the organization's vision and mission committee to include the following: expand loan options for lowans with disabilities, adopt an inverted risk sliding scale interest rate and forgivable loan option for assistive technology, connect the loan program to financial empowerment program, and open credit builder loan to all lowans.

To ensure access to all, Iowa Able Foundation is piloting expanded loan options and lowered interest rates. Starting in July 2020, interest rates dropped, giving those with the *least* ability to pay the *lowest* interest rates. Interest rates range from 4% all the way down to 0% for all loan applicants who also agree to participate in the financial education program, which includes coaching services.

Expanded loan options mean more serving more lowans who need financial assistance to acquire the products and services needed to achieve independence. In addition to providing loans for disability-assistance equipment, loans are available to lowans with disabilities for home or vehicle repair, vehicle purchase, service animals, educational needs, and equipment for self-employment. These pilot programs are focused on Black Hawk, Polk and Story Counties.

Tracy Keninger, Rural Solutions and Assistive Technology Program Director with Easterseals Iowa and Iowa Able Foundation board member shared, "We are so pleased with Iowa Able's endless work to provide increased options and choices for lowans. Easterseals Iowa is pleased to collaborate with Iowa Able to enrich the lives of lowans through the use of assistive technology and the new pilot projects will provide increased access for countless individuals."

Iowa Able Foundation June 2020 Loan Report

Active Loans: 41

Assistive Technology: 7
Credit Builder: 12
Education Equipment: 0
Employment Equipment: 7
Home Modification: 3
Home Repair: 3
Support Animal: 1
Vehicle Modification: 0
Vehicle Purchase: 7
Vehicle Repairs: 1

Applications Received: 9

Assistive Technology: 0
Credit Builder: 2
Education Equipment: 0
Employment Equipment: 1
Home Modification: 3
Home Repair: 2
Support Animal: 0
Vehicle Modification: 1
Vehicle Purchase: 0
Vehicle Repair: 0

Iowa Able Foundation KHOI 89.1 FM Partnership

In January 2020, Iowa Able Foundation debuted a radio program on KHOI 89.1 FM. The I Am Able IOWA radio show presents the issues, information, and stories related to disabilities. The radio show is supported and produced by the Iowa Able Foundation. Iowa Able Foundation's executive director, Anna Magnusson, is the co-host and producer. Meredith Francom is the co-producer and co-host. Daniel Heddendorf serves as a co-host, engineer, and editor.

Daniel is the reason why Iowa Able Foundation was introduced to this opportunity as he was placed with the organization via Iowa Vocational Rehabilitation Services (IVRS/Voc Rehab).

Guests have included: Lisa Heddens, Dr. Katherine Meacham, ChrisTiana ObeySumner, Dr. Val Sheffield, Dr. Tracy Kangas, Justin Bogers, Mistie Johnson, Dr. Kim Pontius. Topics/Organizations represented include the following: disability benefits, Disabled, Not Disposable Campaign, COVID-19, mental health resources, autism, ARC of Story County, United Spinal Association.

The I Am Able IOWA is live on the first and last Saturday of the month at 9:00am.

Iowa Able Foundation COVID-19 Impact

Iowa Able Foundation received funding to host three disability benefit-learning sessions. All three sessions were postponed and/or cancelled due to the safety concerns related to the COVID-19 pandemic. The funder supported this decision. The Iowa Able Foundation is hoping to reschedule these learning-sessions in 2021.

Iowa Able Foundation Action Plan for COVID-19

Social Distancing

Anna and Lynette share an office so they will be flipping hours

Tayvia, Sophie, and Clare share an office so they will be flipping hours

Lisa and Justin will continue to work remotely

Kara will continue to only come into the office on Wednesday mornings

Jesse will continue to work remotely

Lee will continue to work remotely

Anna's Schedule (In Office 1)

In office hours: Monday – Friday, 5PM – 8PM
Saturday and Sunday, all day

Remote hours: Monday – Friday, 8AM – 5PM

Lynette's Schedule (In Office 1)

In office hours: Monday - Friday, 8AM – 5PM, except for Wednesday mornings between 8AM – 12PM

Remote hours: None

Tayvia's Schedule (In Office 2)

In office hours: Tuesday and Thursday, 8AM – 5PM

Remote hours: Monday, Wednesday, and Friday, 8AM – 5PM

Clare's Schedule (In Office 2)

In office hours: Monday, Wednesday, Friday, adding up to 15 hours

Remote hours: None

Lisa's Schedule (Remote)

In office hours: None

Remote hours: Monday – Friday, adding up to 15 hours

Justin's Schedule (Remote)

In office hours: None

Remote hours: Monday – Friday, adding up to 10 hours

Kara's Schedule (Office 1)

In office hours: Wednesdays, 8AM – 12PM

Jesse's Schedule (Remote)

Lee's Schedule (Remote)

In office hours: Lee will notify IAF before coming to the office so we can sanitize the computers he will be needing before he comes in

Reducing Exposure

Checklist of wipe downs when arriving at and leaving the Iowa Able Office:

- Personal chair
- Personal desk
- Personal keyboard, computer, and mouse
- All office doorknobs
- All office light switches
- Personal phone
- Any trashcan you may have touched during the day
- Main office table
- Main office chairs
- Office printer
- Office water jug
- Coat racks (the one in Office 2 as well as Leo)
- Breakroom counter
- Fridge handle, anywhere you may have touched inside the fridge
- Office 1 file cabinet
- The bottle or spray of disinfect after you are done using it

Please sanitize before:

- Handling mail that will be sent out
- Giving forms, documents, or notes that will be shared with one or multiple other staff members
- Preparing personal food

Please sanitize after:

- Handling mail that we have received
- Receiving forms, documents, or notes that have been shared between one or multiple other staff members
- Eating personal food

Iowa Able staff will no longer:

- Go into an office that is not theirs
- Touch other people's property (food, items on their desk, work phone on their desk, etc)
- Share communal office food
- Hold in-person meetings of any kind. Including meetings between staff as well as meetings with outside individuals (partners, members, donors, etc)
- Linger in the main staff room (only use it for entering your office and dropping off mail)
- Linger in the break room (only use it for sending mail, getting supplies, and accessing the fridge)

Communication

Iowa Able staff will communicate primarily through phone calls, Zoom meetings, and email. Below is each staff members' communication availability throughout the week to receive phone calls, respond to emails, and participate in Zoom meetings.

If the email listed for a staff member is personal, please remember to NEVER send any member confidential information to it!

Team Meetings

Iowa Able staff will continue to hold weekly meetings through Zoom.

Exposure / Illness Symptoms / Compromised Immune System

If you start to exhibit the following signs of illness: coughing, fever, shortness of breath, or if you believe that you may have been exposed to the COVID-19, we ask that you start self-quarantining immediately and not come into the Iowa Able Office for any reason.

1. Let Anna know that you have been or may have been exposed to COVID-19
2. Create an action plan with Anna to meet your personal situation



LEASE - BUSINESS PROPERTY - SHORT FORM
THE IOWA STATE BAR ASSOCIATION
Official Form No. 165
Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Ethan P. Anderson, 1315 South B. Ave., Nevada, IA 50201, Phone: (515) 232-4185

Return Document To: (name and complete address)

1315 South B. Ave
Nevada, Iowa 50201

Grantors:

Mary Greeley Medical Center

Grantees:

Story County, Iowa

Legal Description: See Page 2

Pages: Nine (9) including this page

Official Board Action date: __/__/__

Reference Number: _____

BUSINESS PROPERTY LEASE

THIS LEASE, made and entered into this 9th day of June, 2020, by and between Story County, Iowa, authorized under the laws of the State of Iowa, ("Landlord"), whose address, for the purpose of this lease, is 900 6th Street, Nevada, Iowa, 50201, and Mary Greeley Medical Center, ("Tenant"), whose address for the purpose of this lease is 1111 Duff Avenue, Ames, Iowa, 50010.

The parties agree as follows.

1. PREMISES AND TERM.

Landlord leases to Tenant the following real estate, situated in Story County, Iowa described as a building property owned by Story County, Iowa and situated in Story County Iowa:

(a) The building located at 124 S. Hazel Avenue, Ames, Iowa 50010.

Together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on the 1st day of July, 2020, and ending on the 31st day of December, 2020 upon the condition that Tenant performs as provided in this lease. The lease may be renewed by the parties for additional one (1) year terms either by signing a new lease or by signing an addendum (subject to the conditions in section two (2)). This lease shall not automatically renew.

2. RENT.

Tenant agrees to pay Landlord as rent **\$1.00 per term** for the property in a single unapportioned lump sum payment, on or before the 1st day of July, 2020. Rent for any partial month shall be prorated as additional rent. Rent beyond the initial term of this lease will be negotiated at the current fair market rate. All rent payments are to be made payable to Story County Iowa, 900 6th Street, Nevada, IA 50201, and delivered to Story County Iowa, 900 6th Street, Nevada, IA 50201 or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest at 5% per annum.

3. SECURITY DEPOSIT.

No security deposit for the property is required by the Landlord.

4. POSSESSION.

Tenant shall be entitled to possession on the first day of the lease term, and shall yield possession to Landlord at the termination of this lease. SHOULD LANDLORD BE UNABLE TO GIVE POSSESSION ON SAID DATE, TENANT'S ONLY DAMAGES SHALL BE A PRO RATA ABATEMENT OF RENT.

5. USE.

It is the understanding of the parties that the intended use of the property is for Mary Greeley Medical Center's crisis stabilization and transitional living services. Mary Greeley Medical Center shall use the premises only for this business purpose.

6. CARE AND MAINTENANCE.

Landlord and Tenant agree to the following.

Landlord responsibilities:

- (a) Landlord shall keep the following in good repair: roof, sewer, plumbing, heating, wiring, air conditioning. Landlord shall have reasonable access to the building in all areas at all times in order to inspect, repair, install building mechanical and structural components. **Monthly safety inspections will normally occur on the afternoon shift – 4:00 p.m. to 12:30 a.m. Monday through Friday.(CHECKING W/ FACILITIES ON THIS. MAY JUST CONTINUE QUARTERLY INSPECTIONS)** Landlord shall not be liable for failure to make any repairs or replacements or alterations unless Landlord fails to do so within a reasonable period of time after written notice from Tenant.

Tenant responsibilities:

- (b) Tenant accepts the premises as is, except as herein provided.
- (c) Tenant shall maintain the premises in a reasonable safe, serviceable, clean and presentable condition, and except for the repairs and replacements provided to be made by Landlord in subparagraph (b) above, shall make all repairs, replacements and improvements to the premises, **INCLUDING ALL CHANGES, ALTERATIONS OR ADDITIONS ORDERED BY ANY LAWFULLY CONSTITUTED GOVERNMENT AUTHORITY DIRECTLY RELATED TO TENANT'S USE OF THE PREMISES.**

- (d) Tenant shall make no structural changes or alterations to the building or its contents without the prior written consent of Landlord.
 - (e) Tenant shall contact the Landlord immediately upon notice of any of the following:
 - (1) for any ceiling water leak, service water or plumbing leak;
 - (2) for loss of electricity;
 - (3) for loss of heat or air conditioning;
 - (4) broken glass including building light fixtures;
 - (5) doors/windows that do not open/close or lock.
 - (f) Tenant shall maintain all outside public areas, lawns, sidewalks, driveways, and parking areas including snow removal.
-

The following 24 hour emergency number shall be used and kept available for Mary Greeley Medical Center personnel at the building:

Facilities Management Emergency Number

(515)460-4901

Examples of an emergency include: fire, water leaks, unsecured doors/buildings, and broken windows. Our office is open 7:30 am – 4:00 pm, Monday – Friday. During those hours, you may call our main number at: (515)382-7400. If there is no answer, please call the on-call cell phone number (in red, above).

Work orders for everyday occurrences, such as a light out, plugged stool, etc., shall be emailed to: FMWorkOrders@storycountyiowa.gov.

7. MECHANICS' LIENS AND NOTICE TO SOLICITORS.

Neither Tenant, nor anyone claiming by, through, or under Tenant, shall have the right to file any mechanic's lien against the premises. Mechanic' liens against public property are barred by Iowa Code Section 626.109. Tenant shall not perform any improvement/work to the four properties or hire contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvement/work on the premises. Should Tenant be approached by solicitors, Tenant is to immediately notify Landlord and inform solicitors that only Landlord may authorize and perform improvements.

8. UTILITIES AND SERVICES.

Tenant shall pay for the following listed utilities: water, electric, gas, sewer and trash services. The listed utilities will be in the Tenant's name. Landlord shall not be liable for damages for failure to perform as herein provided arising from causes beyond the control of Landlord, provided Landlord uses reasonable diligence to resume such services.

9. SURRENDER.

Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this Lease without a written lease or written amendment along with the acceptance of rent by Landlord shall constitute a month-to-month extension of this lease. The landlord may refuse to accept month-to-month payment beyond the lease term without a signed written amendment or new signed lease.

10. ASSIGNMENT AND SUBLETTING.

No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not unreasonably be withheld.

11. INSURANCE.

Landlord and Tenant agree to the following.

- (a) **Property insurance.** Landlord and Tenant agree to insure their respective real and personal property for the full insurable value. Such insurance shall cover losses included in the special form causes of loss (formerly all risks coverage). To the extent permitted by their policies the Landlord and Tenant waive all rights of recovery against each other.
- (b) **Liability insurance.** Tenant shall obtain commercial general liability insurance in the amounts of \$1,000,000.00 each occurrence and \$5,000,000.00 annual aggregate. This policy shall include an endorsement listing Story County Iowa as an additional insured. The Tenant will provide a copy of the policy declarations to the Landlord yearly upon request.

12. LIABILITY FOR DAMAGE.

Each party shall be liable to the other for all damage caused to the other's property due to the negligence, reckless or intentionally acts caused by that party

(or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.

13. INDEMNITY.

Except for negligence of Landlord or Landlord's agents, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the four premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

14. DAMAGE.

In the event of damage to the premises so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effected by written notice of one party to the other and delivered registered or certified mail to the designated address found in paragraph 17 of this agreement. Thirty (30) days after such notice, the parties shall be released from all obligations under this agreement for the remainder of the lease term. This paragraph is not intended as, and does not operate as, a release for any delinquent rent owing by Tenant or liability for damages owing to either Tenant or Landlord occurring before the notice.

15. DEFAULT, NOTICE OF DEFAULT AND REMEDIES.

Landlord and Tenant agree to the following.

Events constituting default by tenant:

Each of the following shall constitute an event of default by Tenant.

- (a) Failure to pay rent when due;
- (b) Failure to observe or perform any duties, obligations, agreements, or conditions imposed on Tenant pursuant to the terms of the lease;
- (c) Abandonment of the premises. "Abandonment" means the Tenant has failed to engage in its usual and customary business activities on the premises for more than fifteen (15) consecutive business days; and
- (d) Institution of voluntary bankruptcy proceedings by Tenant; institution of involuntary bankruptcy proceedings in which the Tenant thereafter is adjudged a bankruptcy; assignment for the benefit of creditors of the

interest of Tenant under this lease agreement; appointment of a receiver for the property or affairs of Tenant, where the receivership is not vacated within ten (10) days after the appointment of the receiver.

Notice of default:

Landlord shall give Tenant a written notice specifying the default and giving the Tenant ten (10) days in which to correct the default. If there is a default (other than for nonpayment of a monetary obligation of Tenant, (including rent) that cannot be remedied in ten (10) days by diligent efforts, the Tenant shall propose an additional period of time (in writing) in which to remedy the default. Consent to additional time shall not be unreasonably withheld by Landlord. Landlord shall not be required to give Tenant any more than three notices for the same default within any one year (365 day) lease period.

Remedies:

In the event Tenant has not remedied a default as required by this agreement and assuming proper notice has been given, Landlord may proceed with all available remedies at law or in equity, including but not limited to termination of the lease. In the event of termination of this lease, Landlord shall be entitled to pursue all legal means available to recover possession of the premises. Landlord shall also be entitled to pursue and obtain money judgment against Tenant for the balance of rent agreed to be paid for the lease term, for any damages to the premises plus all expenses of landlord in enforcing these remedies and reletting the premises, including reasonable attorney's fees and court costs.

16. RIGHT TO ADVERTISE.

Landlord, during the last 90 days of this lease, unless the parties to this lease have agreed to renew the lease, shall have the right to maintain on the premises either or both a "For Rent" or "For Sale" signs. Tenant will permit prospective tenants or buyers to enter and examine the premises.

17. LEGAL NOTICES AND DEMANDS.

All legal or other notices and demands required by this agreement to be in writing shall be delivered to the parties hereto at the addresses designated in this paragraph unless either party notifies the other, in writing, of a different address. Without prejudice to any other method of notifying a party in writing or making a demand or other communication, such notice shall be considered given under

the terms of this lease when it is deposited in the U.S. Mail, registered or certified, properly addressed, return receipt requested, and postage prepaid. The address of Landlord is:

Story County Iowa, 900 6th Street, Nevada, IA 50201

The address of the Tenant is:

Mary Greeley Medical Center, 1111 Duff Avenue, Ames, Iowa 50010

18. PROVISIONS BINDING.

Each and every covenant and agreement herein contained shall extend to and be binding upon the respective successors, heirs, administrators, executors and assigns of the parties hereto.

19. CERTIFICATION.

Tenant certifies that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and it is not engaged in this transaction, directly or indirectly on behalf of, or instigating or facilitating this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Tenant hereby agrees to defend, indemnify and hold harmless Landlord from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to any breach of the foregoing certification.

20. CONTENTS

Landlord will leave contents on the premises. Contents are defined as "chairs, desks, filing and storage cabinets, white boards, folding tables, kitchen equipment, appliances, beds, dressers, etc." All contents are left on the premises at the discretion of the Landlord. Landlord retains ownership of all contents and contents shall not be removed from the buildings without express permission from the Landlord. Landlord may remove contents at any time subject to its discretion. At the end of the lease, all contents return to the Landlord. Contents shall remain in good condition with normal wear and tear. Tenant shall execute an inventory sheet with Landlord specifying the contents that are left on the premises and Tenant agrees to return all contents to Landlord at the expiration of the lease agreement.

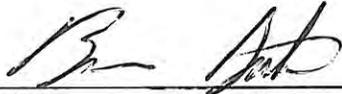
21. ADDITIONAL PROVISIONS.

The basement of 124 S. Hazel, Ames, Iowa 50010 will be retained and used by landlord Story County, Iowa. Access at all times to the basement area will be granted to Story County, Iowa. Access to the residential care facility will be granted to landlord at all times without prior approval by tenant. Landlord will notify tenant when it plans to access the residential care facilities when prior notice is practical.



LANDLORD, Story County Iowa
Authorized signature
Linda Murken, Chair, Story County Board of Supervisors

7-21-2020
Date



TENANT
Brian Dieter, President & CEO
Mary Greeley Medical Center

6/26/2020
Date

Facilities Management Emergency Contact Information

EMERGENCY NUMBER ONLY:

(515)460-4901

Examples of an emergency include: fire, water leaks, unsecured doors/buildings, and broken windows. Our office is open 7:30 am – 4:00 pm, Monday – Friday. During those hours, you may call our main number at: (515)382-7400. If there is no answer, please call the on-call cell phone number (in red, above).

Work orders for everyday occurrences, such as a light out, plugged stool, etc., shall be emailed to: FMWorkOrders@storycountyowa.gov.

**-Thank You-
Story County Facilities Management**

This sign is to reproduced and displayed by Tenant in a prominent location during the lease term.

RECEIVED

JUL 09 2020

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2020 is by and between **Story County** and **The Salvation Army** (Provider).

The statements and intentions of the parties, to this Agreement, are as follows:

Story County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Story County is interested in contracting with Provider to purchase Covered Services for the benefit of Story County Individuals.

Provider is interested in contracting with Story County to provide Covered Services for the benefit of Story County Individuals.

In consideration of the premises and promises contained herein, it is mutually agreed by and between Story County and Provider as follows:

**SECTION 1
Definitions**

Co-payment: The amount which may be charged to Story County Individual at the time services are rendered.

Subcontract: The act in which one party to the original contract enters into a contract with a third party to provide some or all of the services listed in the original contract.

**SECTION 2
Duties of Provider**

Section 2.1 Provision of Covered Services. Provider shall provide Covered Services to each Story

County Individual who is eligible to receive such services to the extent designated in Attachment A, Service Definitions and Rates. The programs or services must conform to the standardized definitions used by the Analysis of Social Services Evaluation team (ASSET). Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide Covered Services in a manner which: (a) documents the services provided, in conformance with Federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable), State and local laws and regulations, (b) protects the confidentiality of the Story County Individual's medical records, and (c) records and maintains specified program information and performance measures in Clear Impact Scorecard at <https://app.resultsscorecard.com> at the frequency defined through ASSET.

Section 2.2 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or

financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

SECTION 3

Claims Submission and Payment

Section 3.1 Claims Submission. Provider agrees to submit all claims and supporting documentation for reimbursement no later than forty-five (45) days from the date Covered Services are rendered.

Section 3.2 Claims Payment. Story County will make monthly payments to the Provider based upon the reimbursement requests submitted by the Provider in accordance with Attachment A to this contract. The maximum total amount payable by Story County under this agreement is detailed on Attachment A, and no greater amount shall be paid.

Section 3.3 Compensation to Provider. Provider agrees to accept payment from Story County for Covered Services provided to Story County Individuals under this Agreement as payment in full, less any Co-payment or other amount which is due from Story County Individuals for such services. Compensation for Covered Services is included as Attachment A, Service Definitions and Rates.

For Providers accessing funding through the Story County ASSET process, an agency audit or IRS Form 990 shall be submitted within six months following the end of the agency's fiscal year. If an agency audit or IRS Form 990 is not submitted, Story County reserves the right to withhold payments until the audit and/or IRS Form 990 is submitted.

SECTION 4

Relationship Between the Parties

Section 4.1 Relationship Between Story County and Provider. The relationship between Story County and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain Social Security, worker's compensation and all other employee benefits covering Providers employees as required by law.

SECTION 5

Hold Harmless. Indemnification and Liability Insurance

Section 5.1 Provider Hold Harmless and Indemnification. Provider shall defend, hold harmless and indemnify Story County against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Story County that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.2 Story County Hold Harmless and Indemnification. Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.3 Provider Liability Insurance. Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

SECTION 6

Laws and Regulations

Section 6.1 Laws and Regulations. Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal (including the Health Insurance Portability and Accountability Act, HIPAA) and state laws.

Section 6.2 Reports from State Authority or Agency. The Provider will be expected to comply fully with all rules and regulations imposed by a State licensing authority. All written or verbal communications or reports from a State authority or agency, including but not limited to summaries of inspection reports or complaints of abuse or neglect resulting in investigation(s), shall be provided to Story County immediately upon receipt of same by the Provider.

Section 6.3 Compliance with Civil Rights Laws. Provider agrees not to discriminate or differentiate in the treatment of any individual based on sex, race, color, age, religion, national origin or otherwise qualified handicapped individual. Provider agrees to ensure services are rendered to Story County Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

Section 6.4 Equal Opportunity Employer. Story County is an equal employment opportunity employer. Story County supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with Story County's Equal Employment Policy as expressed herein.

Section 6.5 Confidentiality of Records. Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with

information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

SECTION 7

Term and Termination

Section 7.1 Term. The term of this Agreement shall be for a period of one (1) year, commencing on the date first above written.

Section 7.2 Termination of Agreement Without Cause. Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

Section 7.3 Termination With Cause by Story County. Story County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) chapter 7 bankruptcy files by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

Section 7.4 Termination With Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to Story County upon the occurrence of Story County's material breach of any of the terms or obligations of this Agreement.

Section 7.5 Information to Story County Individuals. Provider acknowledges the right of Story County to inform Story County Individuals of Provider's termination and agrees to cooperate with Story County in deciding on the form of such notification.

Section 7.6 Nonrenewal of Agreement. Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

SECTION 8

Amendments

Section 8.1 Amendment. This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, Story County may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to Story County within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

Section 8.2 Regulatory Amendment. Story County may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

SECTION 9
Other Terms and Conditions

Section 9.1 Non-Exclusivity. This Agreement does not confer upon the Provider any exclusive right to provide services to Story County Individuals in Provider's geographical area. Story County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

Section 9.2 Assignment. Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of Story County.

Section 9.3 Subcontracting. Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to Story County.

Section 9.4 Entire Agreement. This Agreement and attachments attached hereto constitute the entire agreement between Story County and Provider, and supersedes or replaces any prior agreements between Story County and Provider relating to its subject matter.

Section 9.5 Rights of Provider and Story County. Provider agrees that Story County may use Provider's name, address, telephone number, and description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and Story County shall not use each other's name, symbol or service mark without prior written approval of the other party.

Section 9.6 Invalidity. If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

Section 9.7 No Waiver. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

Section 9.8 Notices to Story County. Any notice, request, demand, waiver, consent, approval or other communication to Story County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Story County Board of Supervisor's Office
Story County Administration Building
900 6th Street
Nevada Iowa 50201
Attention: Sandra King

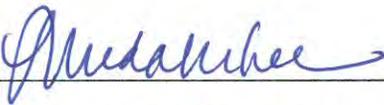
Section 9.9 Notices to Provider. Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

The Salvation Army
PO Box 1681
703 East Lincoln Way
Ames, IA 50010
Attention: Cari McPartland

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

COUNTY:

PROVIDER:

By: 

By: 

Print Name: LINDA MURKEN

Print Name: Major Greg Thompson

Print Title: Story County Board of Supervisors

Print Title: Divisional Commander*

Date: 7-21-2020

Date: 8/25/2020 *

**ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2021**

Service Description	Unit of Service	Rate
Disaster Services Not to Exceed \$1,125.00	1 Staff Hour	\$174.73
Food Pantry Not to Exceed \$3,931.00	1 Client Contact	\$210.54
Food Pantry Local Option Not to Exceed \$757.00	1 Client Contact	\$210.54

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared by Michael D. Cox, Conservation Director, 56461 180th Street, Ames, Iowa 50010 515-232-2516

STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION #21-07

SETTING DATE AND TIME FOR PUBLIC HEARING FOR AUGUST 11, 2020, FOR CONSIDERATION ON THE PROPOSED PLANS, SPECIFICATIONS, AND FORM OF CONTRACT FOR THE HEART OF IOWA NATURE TRAIL SLATER CONNECTOR.

WHEREAS, the Story County Board of Supervisors of Story County, Iowa, will consider proposed plans, specifications, and form of contract for the Heart of Iowa Nature Trail Slater Connector;

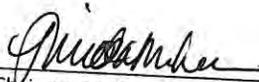
AND WHEREAS, notice of a Public Hearing by the Story County Board of Supervisors on the proposed plans, specifications, and form of contract, is heretofore given in compliance with the provisions of the Code of Iowa;

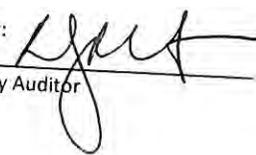
AND WHEREAS, Story County will be considering the plans, specifications, and form of contract on August 11, 2020.

NOW THEREFORE BE IT RESOLVED that a public hearing on this matter be held on the 11th day of August 2020, with the meeting generating in the Public Meeting Room of the Story County Administration Building, 900 6th Street Nevada, Iowa, at 10:00 AM and with the general public participating by Zoom Meeting as identified on the meeting agenda in order to help slow the spread of the COVID-19 virus.

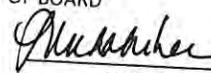
IT IS FURTHER RESOLVED that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution upon its approval by the Board of Supervisors.

Dated this 31 day of July 2020.


Chairperson, Board of Supervisors

Attest: 
County Auditor

ROLL CALL FOR ALLOWANCE
Lauris Olson Yea Nay Absent
Lisa Heddens Yea Nay Absent
Linda Murken Yea Nay Absent

ALLOWED BY VOTE OF BOARD
Yea 3 Nay 0 Absent 0

CHAIRPERSON Above tabulation made by 

COUNTY RECORDER'S REPORT OF FEES COLLECTED FOR 4TH QUARTER
FISCAL YEAR 2019-2020

STATE OF IOWA}
COUNTY OF STORY}

TO: THE STORY COUNTY BOARD OF SUPERVISORS

Pursuant to the Code of Iowa, Chapter 331.902, Collection and Disposition of Fees, I, Stacie Herridge, Recorder of the above-named County and State do hereby certify that the following is a true and correct statement of the fees collected by me in my office for the 4th Fiscal Quarter ending June 30, 2020, and the same has been paid to the County Treasurer.

Change of Title Fees	01000-08000-4100-07	\$4,210.00
Records Management Fees	27000-08000-4140-07	\$4,242.00
Electronic Transaction Fees	56000-08000-4160-07	\$4,242.00
Real Estate Transfer Tax	01000-08000-4040-07	\$33,655.34
Recording Fees	01000-08000-4000-07	\$104,277.00
Snowmobile Fees	01000-08000-4010-07	\$17.50
Boat Fees	01000-08000-4020-07	\$476.25
Hunting & Fishing Fees	01000-08000-4030-07	\$1.50
UCC Fees	01000-08000-4050-07	\$0.00
Copy Fees	01000-08000-4060-07	\$494.75
ATV Fees	01000-08000-4070-07	\$831.25
Vital Records Fees	01000-08000-4130-07	\$4,104.00
Passport Fees	01000-08000-4150-07	\$0.00
Boat Title Fees	01000-08000-4120-22	\$335.00
Interest	01000-00054-6000-07	\$18.18
Overages	01000-00055-8220-07	\$214.75
DNR Fees	01000-08000-4080-07	\$0.00
Total paid to Story County Treasurer		\$157,119.52

All of which is respectfully submitted this 14th day of July, 2020.

Stacie Herridge

Stacie Herridge, Story County Recorder

Subscribed and sworn to before me, the undersigned, and filed in my office this 15th day of July, 2020.

Lucy Martin

Lucy Martin, Story County Auditor

Revised April 12, 2016

APPROVED **DENIED**
 Board Member Initials: gm
 Meeting Date: 7-21-2020
 Follow-up action: _____

**COUNTY RECORDER'S REPORT OF FEES COLLECTED
FISCAL YEAR 2019-2020**

STATE OF IOWA}
COUNTY OF STORY}

TO: THE STORY COUNTY BOARD OF SUPERVISORS

Pursuant to the Code of Iowa, Chapter 331.902, Collection & Disposition of Fees, I, Stacie Herridge, Recorder of the above-named County and State do hereby certify that the following is a true and correct statement of the fees collected by me in my office for the 2019-2020 Fiscal Year ending June 30, 2020, and the same has been paid to the County Treasurer.

	July-Sept 2019 FY19-20 1st Quarter	Oct - Dec 2019 FY19-20 2nd Quarter	Jan - March 2020 FY19-20 3rd Quarter	April - June 2020 FY19-20 4th Quarter	TOTAL
Change of Title Fees	\$4,410.00	\$3,930.00	\$3,295.00	\$4,210.00	\$15,845.00
Records Management Fees	\$3,627.00	\$3,519.00	\$2,812.00	\$4,242.00	\$14,200.00
Electronic Transaction Fees	\$3,627.00	\$3,519.00	\$2,812.00	\$4,242.00	\$14,200.00
Real Estate Transfer Tax	\$38,882.07	\$31,756.94	\$31,714.57	\$33,655.34	\$136,008.92
Recording Fees	\$81,146.00	\$80,213.00	\$60,969.00	\$104,277.00	\$326,605.00
Snowmobile Fees	\$83.75	\$586.25	\$531.25	\$17.50	\$1,218.75
Boat Fees	\$720.00	\$110.00	\$143.75	\$476.25	\$1,450.00
Hunting & Fishing Fees	\$7.00	\$18.00	\$12.00	\$1.50	\$38.50
UCC Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Copy Fees	\$1,466.50	\$757.50	\$1,041.25	\$494.75	\$3,760.00
ATV Fees	\$643.75	\$735.00	\$650.00	\$831.25	\$2,860.00
Vital Records Fees	\$5,752.00	\$5,936.00	\$7,596.00	\$4,104.00	\$23,388.00
Passport Fees	\$7,945.00	\$10,185.00	\$8,955.00	\$0.00	\$27,085.00
Boat Title Fees	\$335.00	\$80.00	\$125.00	\$335.00	\$875.00
Interest	\$117.63	\$53.65	\$38.34	\$18.18	\$227.80
Overages	\$249.60	\$252.10	\$171.60	\$214.75	\$888.05
DNR Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total paid to Story County Treasurer	\$149,012.30	\$141,651.44	\$120,866.76	\$157,119.52	\$568,650.02

All of which is respectfully submitted this 14th day of July, 2020.

Stacie Herridge
Stacie Herridge, Story County Recorder

Subscribed and sworn to before me, the undersigned, and filed in my office this 15th day of July, 2020.

Lucy Martin
Lucy Martin, Story County Auditor

APPROVED **DENIED**
Board Member Initials: *MM*
Meeting Date: 7-21-2020
Follow-up action: _____



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: IA0850000
Agency Name: Story County Sheriff Office
Mailing Address: 1315 South B Ave
Nevada, IA 50201

Type: Sheriff's Office

Agency Finance Contact

Name: Toresdahl, Constance
Phone: 5153827458

Email: ctoresdahl@storycountyiowa.gov

Jurisdiction Finance Contact

Name: Markley, Lisa
Phone: 5153827212

Email: lmarkley@storycountyiowa.gov

ESAC Preparer

Name: Toresdahl, Constance
Phone: 5153827458

Email: ctoresdahl@storycountyiowa.gov

FY End Date: 06/30/2020

Agency FY 2021 Budget: \$9,901,391.00

Annual Certification Report

	Justice Funds ¹	Treasury Funds ²
1 Beginning Equitable Sharing Fund Balance	\$219.31	\$0.00
2 Equitable Sharing Funds Received	\$7,117.37	\$0.00
3 Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4 Other Income	\$0.00	\$0.00
5 Interest Income	\$0.00	\$0.00
6 Total Equitable Sharing Funds Received (total of lines 1-5)	\$7,336.68	\$0.00
7 Equitable Sharing Funds Spent (total of lines a - n)	\$7,336.68	\$0.00
8 Ending Equitable Sharing Funds Balance <small>(difference between line 7 and line 6)</small>	\$0.00	\$0.00

¹Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP and USSS.

	Justice Funds	Treasury Funds
a Law Enforcement Operations and Investigations	\$0.00	\$0.00
b Training and Education	\$0.00	\$0.00
c Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d Law Enforcement Equipment	\$7,336.68	\$0.00
e Joint Law Enforcement/Public Safety Equipment and Operations	\$0.00	\$0.00
f Contracts for Services	\$0.00	\$0.00
g Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h Law Enforcement Awards and Memorials	\$0.00	\$0.00
i Drug, Gang, and Other Education or Awareness Programs	\$0.00	\$0.00
j Matching Grants	\$0.00	\$0.00
k Transfers to Other Participating Law Enforcement Agencies	\$0.00	\$0.00
l Support of Community-Based Programs	\$0.00	\$0.00
m Non-Categorized Expenditures	\$0.00	\$0.00
n Salaries	\$0.00	\$0.00
Total	\$7,336.68	\$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds

Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name	Justice Funds	Treasury Funds

Support of Community-Based Programs

Recipient	Justice Funds	Treasury Funds

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information**Independent Auditor**

Name: Brandon Vogel
Company: State of Iowa
Phone: 515-242-6896

Email: Brandon.Vogel@aos.iowa.gov

Were equitable sharing expenditures included on your jurisdiction's prior fiscal year's Schedule of Expenditures of Federal Awards (SEFA)?

YES NO

Prior year Single Audit Number Assigned by Harvester Database: 842163

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within 60 days of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by the entity that maintains the Agency's appropriated or general funds and agrees that the funds will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The Agency must report its equitable sharing expenditures on the Schedule of Expenditures of Federal Awards (SEFA) under Catalog of Federal Domestic Assistance number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Money Laundering and Asset Recovery Section of the Department of Justice and the Executive Office for Asset Forfeiture of the Department of the Treasury of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

Yes No

Agency Head

Name: Fitzgerald, Paul H.

Title: Sheriff

Email: pfitzgerald@storycountyiowa.gov

Signature: Submitted Electronically

Date: 07/21/2020

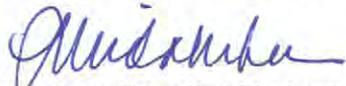
To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Murken, Linda

Title: Chair, Board of Supervisors

Email: lmurken@storycountyiowa.gov



Signature: Submitted Electronically

Date: 07/21/2020

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Return to &

Prepared by Sue McCaskey, Story County Animal Control, 975 West Lincoln Way, Nevada, IA 50201 515-382-3338

ANIMAL RESCUE SERVICE CONTRACT

This contract and Agreement is entered into by and between Story County, Iowa and the City of Colo, Iowa pursuant to the authority, and by the procedures of Chapter 28E, Code of Iowa.

1. Purpose:

Under this contract, Story County shall provide said City with services of domestic animal rescue as set forth more specifically in succeeding paragraphs herein with the exception of 2(e) and (f). Story County will not provide service with regard to wild animals except as noted below in the Scope of Services, and in the sole discretion of Story County.

2. Scope of services (pursuant to Story County Code of Ordinances):

- a. Transportation of animals impounded by the contracting city.
- b. Shelter and board for the impounded animals.
- c. Issuance of applicable impoundment charges on impounded animals pursuant to Story County Code of Ordinances.
- d. Cat, dog, and other small domesticated animal adoption service for appropriately impounded animals.
- e. Investigation and disposition of rabid, sick or injured animals.
- f. Supervision of quarantine procedures and rabies testing.
- g. Collection and impounding of City trapped cats.
- h. Arrange for emergency veterinary care or provision of first-aid treatment.
- i. Provision of humane euthanasia of unclaimed cats and dogs pursuant to Iowa Code 351.37.
- j. Rescue of animals in unusual or emergency circumstances (i.e. flood waters, fire, etc., with permission from appropriate City Official).
- k. One letter sent to resident of said City when requested by said City and only after prior attempts at resolution by City.

Any other animal control related problem may be dealt with at the Animal Control Officer's discretion.

The City understands that all service is subject to the Animal Control Officer's availability and discretion with the expressed approval of a City Official, except in emergencies.

Check and Initial here if City prefers to be notified prior to Animal Control Officer's response in non-emergency situations. If you checked the box, please provide a twenty-four (24) hour phone number: 515-460-4750.

3. Consideration: (Quarterly billing)

The City will pay Story County, Iowa, based on the following fee schedule:

(No trip charge will be assessed from 8:00 a.m. to 3:00 p.m., Monday – Friday)

- a. \$50.00 per officer involved, per trip between the hours of 3:00 p.m. and 8:00 a.m., Monday through Friday, all day Saturday, Sunday and holidays.
- b. \$25.00 per trip for investigations (regardless of whether or not an animal is detained), confining an animal, and other services as needed.
- c. \$6.50 per day up to a maximum of seven (7) days per unclaimed dog for boarding and transportation costs.
- d. \$5.50 per day up to a maximum of seven (7) days per unclaimed cat for boarding and transportation costs.
- e. \$5.50 per day up to a maximum of seven (7) days per unclaimed exotic animal for boarding and transportation costs.
- f. \$10.00 per day up to a maximum of seven (7) days per unclaimed head of livestock for boarding and transportation costs. Depending on animal size, if a trailer is needed to transport an animal, add an additional \$35.00.
- g. \$15.00 for euthanasia of each unclaimed or unwanted cat not held for seven (7) days, due to sickness, injury or rabies testing.
- h. \$25.00 for euthanasia of each unclaimed or unwanted dog not held for seven (7) days, due to sickness, injury or rabies testing.
- i. \$20.00 for euthanasia of each wild animal species such as opossum, raccoon, etc.
- j. \$5.00 per day for rental of cat box trap.
- k. \$8.00 per day for rental of dog box trap.
- l. \$10.00 per citation issued at the request of said City.
- m. \$10.00 handling/transportation charge for all domestic animals held less than seven (7) days.

- n. At the discretion of said City and Animal Control, an animal may be held and boarded for less than a minimum seven (7) days if the animal is:
Significantly sick or injured, ill-tempered or vicious, feral/wild (not adoptable, applicable to cats and dogs only), believed to have been exposed to a disease infectious to animals or humans.

4. Rescue and removal charges:

For any animal in unusual or emergency circumstances - \$50.00 per trip, per Animal Control Officer needed, and any other applicable fees (which may include, but are not limited to, Sheriff's Office invoices for service).

All diagnostic and/or quarantine costs shall be paid by the City.

5. Recording requirements:

In Accordance with Iowa Code Chapter 28E, a copy of this agreement shall be filed with the Secretary of State and recorded with the Story County Recorder.

6. Termination:

Either party may terminate this agreement without penalty at any time by giving written notice at least thirty (30) days before the effective date of such termination.

7. Effective date:

This agreement shall become effective upon formal passage and execution of the Board of Supervisors above named and upon filing of this agreement with the Secretary of State of Iowa.

8. Duration and term:

The initial term of this agreement shall be for a period of one year commencing on July 1, 2020, and terminating on June 30, 2021. In the interim we will cover your animal control needs, but this agreement shall continue on a year to year basis unless terminated by any party hereto as provided below.

9. Amendment:

This agreement may not otherwise be amended or altered without a written, signed, and filed amendment to the agreement executed by the parties hereto.

In witness whereof the parties hereto have, by their authorized representatives, executed this agreement.

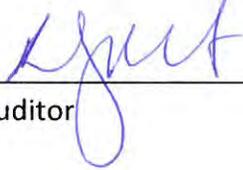
Story County, Iowa

By:  7/21/2020
Chairperson Date

City of Colo

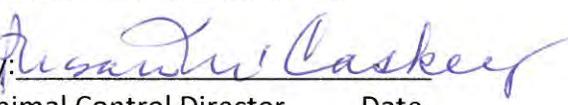
By:  7/16/20
Mayor Date

ATTEST

 7/21/20
Auditor Date

 7/16/20
Clerk Date

Story County Animal Control

By: 
Animal Control Director Date

Consideration of the BOS meetings on 9/8/20 and 11/3/20 as limited agenda meetings

Thank You

Lucy Martin

APPROVED **DENIED**

Board Member Initials: LM

Meeting Date: 7-21-2020

Follow-up action: _____

Closure No. 21-01

Date July 16, 2020

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction in section 19 & 30 Union 24 & 25 Palestine Twp on

560th Ave is closed between Blue Sky Blvd and 315th St

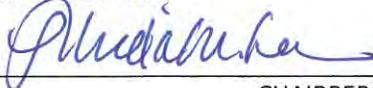

Chair, Board of Supervisors

Attest: 
County Auditor

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

ALLOWED BY VOTE
OF THE BOARD

Yea 3 Nay 0 Absent 0


CHAIRPERSON

Above tabulation made by 

Closure No. 21-03

Date July 16, 2020

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction in section 10 Indian Creek Twp on

295th St is closed between 650th Ave(S27) and 653rd Ave

[Signature]
Chair, Board of Supervisors

Attest: [Signature]
County Auditor

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

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

[Signature]
CHAIRPERSON
Above tabulation made by [Signature]

Closure No. 21-04

Date July 16, 2020

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction in section 17 Union Twp on

570th Ave is Closed Between 315th St and 290th St


Chair, Board of Supervisors

Attest: 
County Auditor

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

ALLOWED BY VOTE OF THE BOARD	Yea	<u>3</u>	Nay	<u>0</u>	Absent	<u>0</u>
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CHAIRPERSON

Above tabulation made by 

1-00

Permit Number 21-5075
Date 7/2/20

STORY COUNTY UTILITY PERMIT

#120071

To the Board of Supervisors, Story County, Iowa:
XENIA RURAL

The WATER DISTRICT Company, incorporated under the laws of IOWA
authorize to do business within the State of Iowa, with its principal place of business at 23998
141st ST, Bouton IA 50039, does hereby make application requesting
permission to occupy certain portions of public right-of-way and that the County Engineer be
directed to establish the location of lines of transmission of potable water on secondary route

To provide water service per attached map(s).

Agreements: The utility company, corporation, applicant, permittee, or licensee, (hereinafter referred to as the permittee) agrees that the following stipulations shall govern under this permit.

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.

8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

9. Noncompliance with any of the terms of permit, or agreement, may be considered cause for shut down of utility construction operations, or revocation of the permit.

10. The following special requirements, if applicable, shall apply to this permit:

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed on top of the road shoulder so as to be within approximately two-feet of the pavement edge.

Whenever the route of the proposed cable line runs along a dirt or gravel surfaced highway, the location of said cable shall be constructed on top of the road surface and as near possible to the shoulder line

Whenever a cross road culvert or bridge is encountered along the route of the proposed cable lines, said cable shall be constructed around the ends of said cross road culvert or bridge even though this looping is not designated on the situation plans attached hereto.

The crossing of the cable line from one side of the highway to the other shall be accomplished at a near right angle rather than diagonally so as to disturb the roadbed of the traveled way as little as possible.

Whenever the route of the proposed cable line is to cross a paved highway, such crossing shall be in a bored hole rather than open cut trench.

Date 7/02/2020

XENIA RURAL WATER DISTRICT

Name of Company (Applicant - Permittee)

[Signature] (515) 676-2117
by Phone no.

Recommended for Approval:

Date 7-2-20

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

Approved:

Date 7-24-2020

[Signature]
Chair, Board of Supervisors
Story County, Iowa

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



180TH ST

69 AMH 69

53968

57869

DIRECTIONAL BORE - STORY COUNTY

Directional bore of 1 1/2" PVC water service line with 3' casing under 180th St 30' west of C/L drive of 53824 180th St, private to private, north to south. Located in Story County, Franklin Township, Section 15 (15-84-24)

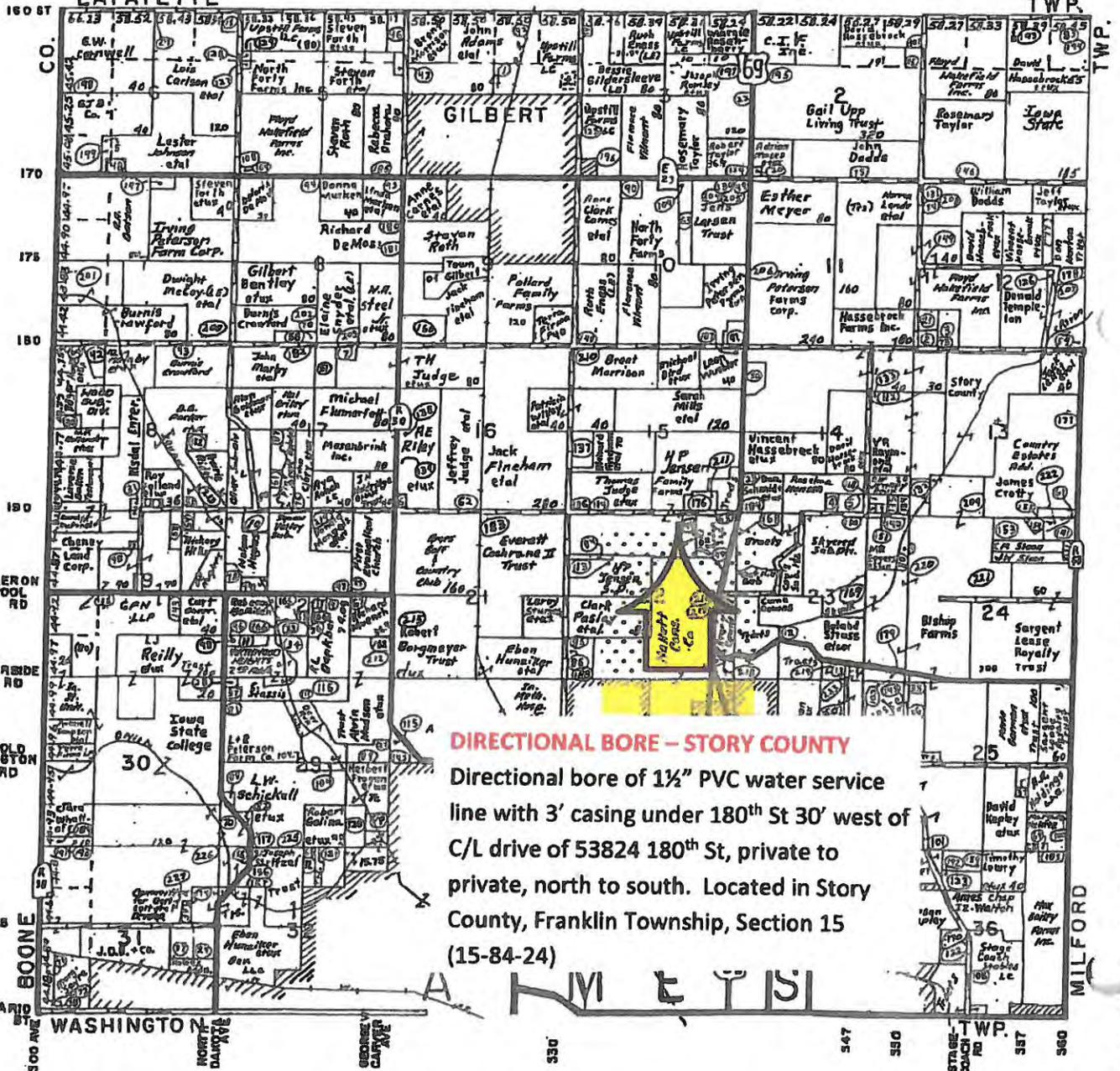
T84N

FRANKLIN

R24N

LAFAYETTE

TWP.



DIRECTIONAL BORE - STORY COUNTY

Directional bore of 1½" PVC water service line with 3' casing under 180th St 30' west of C/L drive of 53824 180th St, private to private, north to south. Located in Story County, Franklin Township, Section 15 (15-84-24)

W E T S I

330

347

350

357

360

MILFORD

WASHINGTON

BOONE

ONTARIO

STAGE

COUCH

RD

357

360

160 ST

170

175

180

180

180

180

180

180

180

180

180

CO.

TWP.

STORY COUNTY UTILITY PERMIT

Date 07/13/2020

To the Board of Supervisors, Story County, Iowa:

The Xenia Rural Water District Company, incorporated under the laws of Iowa, with its principal place of business at 23998 141st St, Bouton, IA 50039, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of 6" Xenia water main on secondary route 170th Street, from 93' W of E ROW of 500th Ave to East ROW of 500th Ave, a distance of 0.018 miles.

Agreements: The utility company, corporation, applicant, permittee, or licensee, (hereinafter referred to as the permittee) agrees that the following stipulations shall govern under this permit.

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

9. Noncompliance with any of the terms of permit, or agreement, may be considered cause for shut down of utility construction operations, or revocation of the permit.

10. The following special requirements, if applicable, shall apply to this permit:

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed on top of the road shoulder so as to be within approximately two-feet of the pavement edge.

Whenever the route of the proposed cable line runs along a dirt or gravel surfaced highway, the location of said cable shall be constructed on top of the road surface and as near possible to the shoulder line

Whenever a cross road culvert or bridge is encountered along the route of the proposed cable lines, said cable shall be constructed around the ends of said cross road culvert or bridge even though this looping is not designated on the situation plans attached hereto.

The crossing of the cable line from one side of the highway to the other shall be accomplished at a near right angle rather than diagonally so as to disturb the roadbed of the traveled way as little as possible.

Whenever the route of the proposed cable line is to cross a paved highway, such crossing shall be in a bored hole rather than open cut trench.

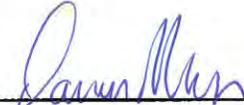
Date 07/13/2020

Xenia Rural Water District
Name of Company (Applicant - Permittee)

Corey Iben (515) 676-2117
by Phone no.

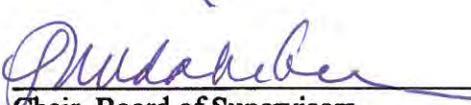
Recommended for Approval:

Date 7-13-20

 515-382-7355
County Engineer Phone no.

Approved:

Date 7-21-2020


Chair, Board of Supervisors
Story County, Iowa

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

Dear Board of Supervisors,

During the July 15, 2020 CCMT meeting we discussed options for re-opening to the Public. After an extended discussion, it was agreed that the County would try an appointment-type approach to opening the County buildings to the general Public. A software product called NoWaitInside was agreed upon. The estimated cost was quoted at \$29/month and 5 cents per transaction. Initially, we would like to begin using it for the Treasurer and the Recorder offices and offer to other departments if they might find it helpful.

This is not a budgeted item and actual costs beyond the \$29/month are unknown. Are the supervisors able to allocate the required funds for this project?

Respectfully submitted by Barbara Steinback

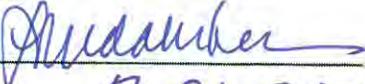
Director, Information Technology

APPROVED **DENIED**
Board Member Initials: AM
Meeting Date: 7-21-2020
Follow-up action: out of IT dept. budget

Hiring Freeze Exemption Request

Position Title: Animal Shelter Attenda Date Submitted: 7/16/20

Division/Department: Animal Control Preferred Start Date: 8/17/20

Requestor: Sandra King Board Approval: 
7-21-2020

What job function will this position serve?

The Animal Shelter Attendant will perform tasks associated with animal care, cleaning/maintenance of shelter, customer service, animal intake, administering animal medication, and similar duties.

Why do you consider this position to be essential?

The position is essential because the Animal Control Department performs a very unique service in Story County. The shelter is currently understaffed with the Animal Control Director position also vacant. Additionally, this position served an on-site go-to role for animal medications. Therefore, we cannot afford to have it vacant for too long.

What are the consequences if this position is not filled?

Because the shelter is understaffed, leaving positions vacant will place an undue burden on current staff.

Is it possible for the job responsibilities to be performed by other staff?

Current staff will work to cover vacant positions as well as they can in the short term. However, leaving the position vacant is not a good long-term solution.

What are the funding sources for this position?

Positions in the Animal Control Department are funded through the rural fund. This position is budgeted for FY21.

How will the department/office manage its work if this position is not authorized?

If the position is not authorized, it will present an unsustainable challenge for the department and County. In order to continue the quality of service in animal control, care, and sheltering that Story County residents have come to expect, the position should be filled.

Heart of Iowa Regional Transit Agency

HIRTA Public Transit

Julia Castillo, Executive Director
Brooke Ramsey, Business Development Manager

7.21.2020

APPROVED

DENIED

Board Member Initials: JR

Meeting Date: 7-21-2020

Follow-up action: _____



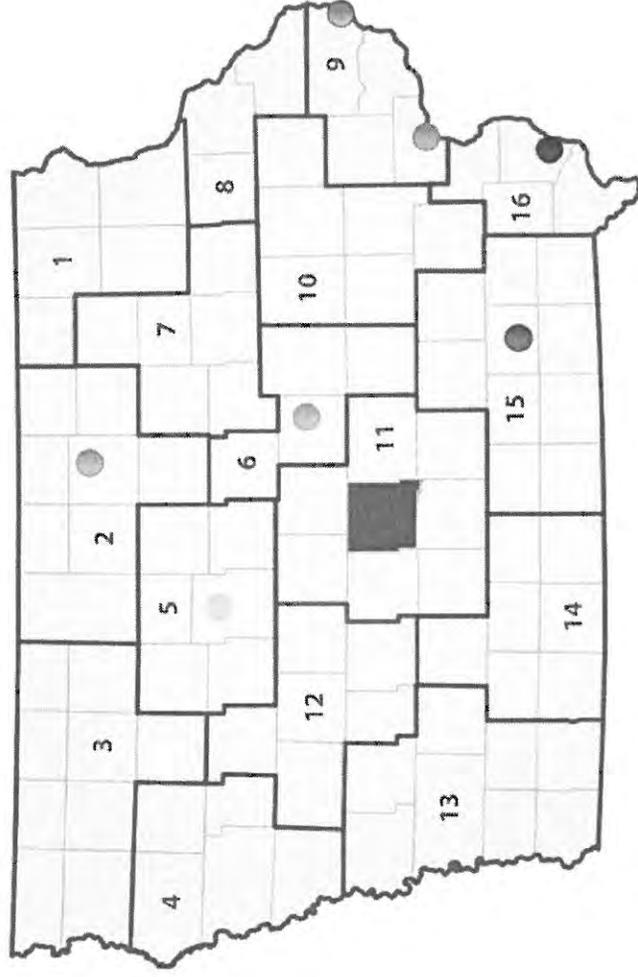
About HIRTA

- Quasi Governmental Agency
- Established by a 28E agreement with State of Iowa
- Serving Central Iowa since 1981
- Serves Iowa Region 11, including Story County

Iowa Systems

- 35 State Designated Systems
- 16 Rural, like HIRTA
- 19 Urban

Iowa's Rural Public Transit Systems



- Burlington Urban Service
- City of Fort Dodge
- Marshalltown Municipal Transit
- City of Mason City
- City of Muscatine
- Ottumwa Transit
- City of Clinton, Municipal Transit Administration
- Region 1 - Northeast Iowa Community Action Corporation
- Region 2 - North Iowa Area Council of Governments
- Region 3 - Regional Transit Authority
- Region 4 - Siouxland Regional Transit System
- Region 5 - MIDAS Council of Governments
- Region 6 - Region Six Planning Commission
- Region 7 - Iowa Northland Regional Council of Governments
- Region 8 - Delaware, Dubuque, and Jackson County Regional Transit Authority
- Region 9 - River Bend Transit
- Region 10 - East Central Iowa Council of Governments
- Region 11 - Heart of Iowa Regional Transit Agency
- Region 12 - Region XII Council of Governments
- Region 13 - Southwest Iowa Planning Council
- Region 14 - Southern Iowa Trolley
- Region 15 - 10-15 Regional Transit Agency
- Region 16 - South East Iowa Regional Planning Commission



More information at:
<https://iowadot.gov/transit>

Common Types of Public Transportation

- **Fixed Route**
 - Traditional services (DART, CyRide, Cambus)
 - Flag stop (where an established route exists however no stops are marked)
- **Deviated Route**
 - Established route, with marked stops and published schedule
 - Schedule has enough time built in to deviate and provide paratransit service
- **Demand Response**
 - Door to Door (current service)
 - Curb to Curb

HIRTA Regional Statistics

Over 161,000 rides

13% Elderly

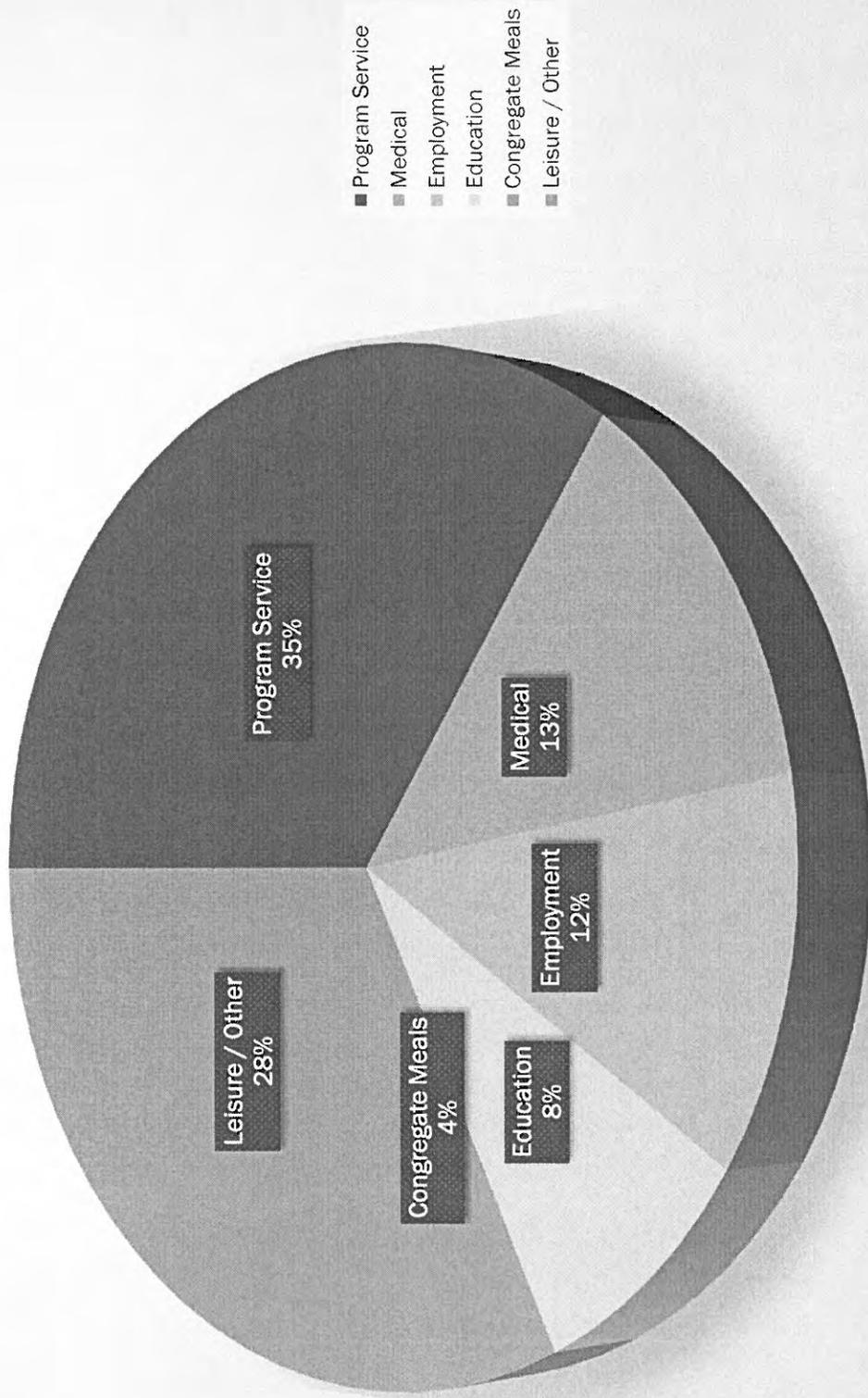
60% Disabled

27% General Public

More than
74,000 driving
hours per year

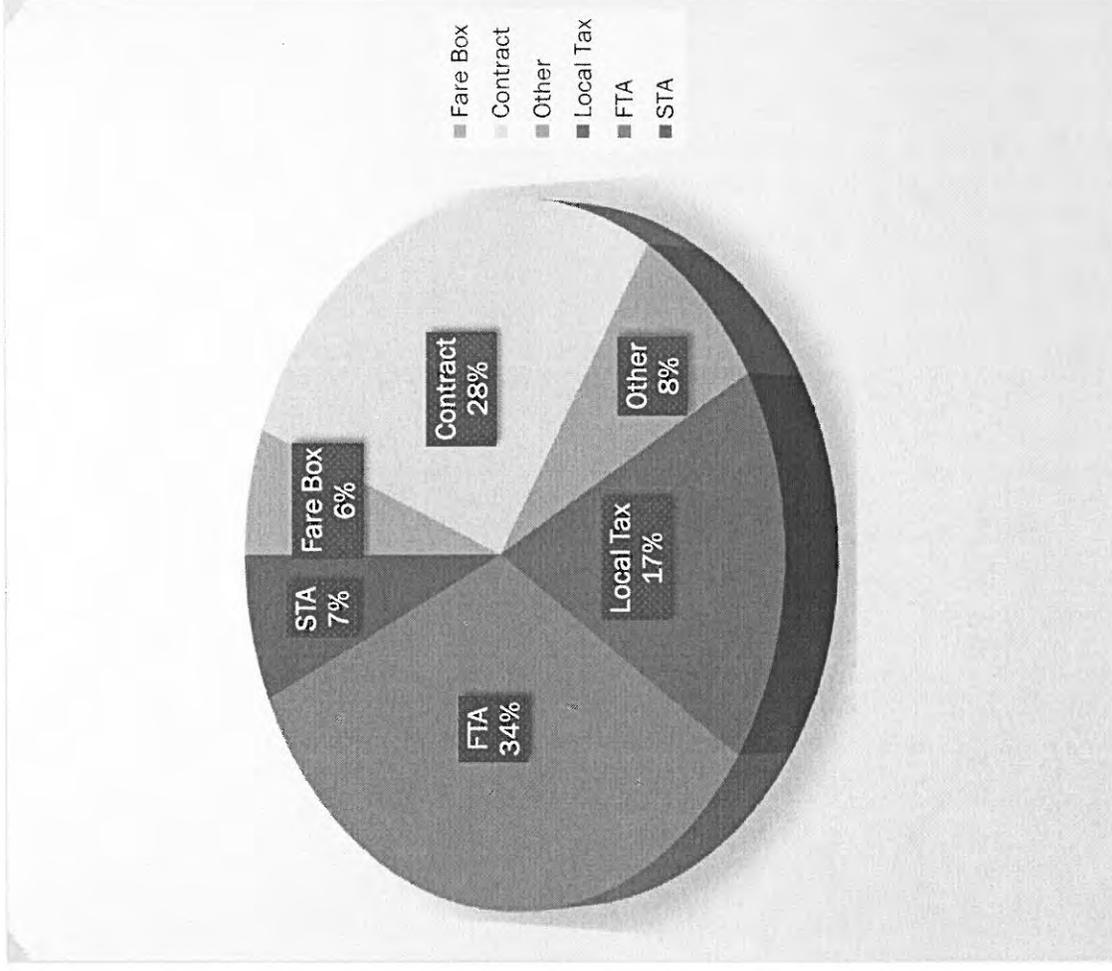
800,000
Thousand
miles driven
per year

Trips by Type



Story County Funding Sources

- Operational
 - Contract
 - FTA (max. 50% of expenses)
 - STA
 - Local Tax
 - Passenger Fare / Fare Box
 - Other
 - Grants
 - Donations
 - Advertising
 - United Way
- Capital
 - FTA
 - Local Match



Story County Statistics

32,674 rides annually

744 unique riders

16% Elderly

44% Disabled

40% General Public

More than
14,000 driving
hours per year

Over
220,000
miles driven
per year

Regional Funding Changes

- MCO's came into Iowa in April of 2016
- Nov. 2017 announced they will no longer reimburse for folks in SCL
 - SCL providers responsible for transportation
 - Mainstream opted not to work with HIRTA for service

Year	IME Rides	Reimbursements	SCL Providers
FY2017	121,100	\$1,935,175	\$0
FY2018	66,422	\$1,125,247	\$37,783
FY2019	39,024	\$586,591	\$76,000

- In addition to seeing reduction in rides and revenues, we experienced budget cuts which resulted in layoffs. We lost 7 office employees as well as 11 drivers, which combined was about 20% of our workforce
- In an effort to continue providing services to those left behind during this changes, HIRTA exhausted \$1.5 million in reserve funds
- FTA & STA formula funding
 - Based on services provided two fiscal years prior (ie FY2016 service = funds FY2018)

Service and funding updates

- Pandemic Response
 - Decreased demand due to closures
 - Decreased revenues and contract revenues
 - For safety, HIRTA went fare free for 3 months, so collected zero passenger revenue
 - Increased expenses, cleaning supplies and protective measures for drivers
 - CARES funding and new business plan adopted
- Restrictions lifted, lack of Federal and/or State guidance for transit
- Phased approach in returning service levels
 - Community Partners such as Heartland, Mainstream, Friendship Ark
- FTA 5311 vs 5307 funds

ASSET Funding

- ASSET funds FY2021
 - City of Ames \$40,993/Annual
 - Story County \$28.86 per trip not to exceed \$110,868
 - Local Option \$28.86 per trip not to exceed \$2,988
 - United Way \$7,968
- Reimbursement requests
 - City of Ames at 1/12th per month
 - Story County per trip, based on 'home city, not Ames' and no other funding available
 - United Way automatic disbursement (changed for FY2021)

City of Ames transportation funding

- Understanding our impact
 - Dial-A-Ride partnership allows FTA 5310 funds to be used
 - Shares expenses for services
 - Blends funding sources and trip types
- Impacts of reduced service in Ames
 - Outreach efforts to get riders on most appropriate funding source
 - City of Ames transit levy funds CyRide
 - Reduced HIRTA service in Ames will increase Dial-A-Ride costs

Items for Board of Supervisors consideration

- Allow some County ASSET funds to supplement
 - City of Ames transportation
 - Due to decreased demand during COVID, allocated funds are available
 - Stop gap measure for FY2021, allow budget considerations for FY2022
 - Employment transportation / Van Pools in Story County

THANK YOU!

Julia Castillo | Executive Director

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E: jcastillo@ridehirta.com

Brooke Ramsey | Business Development Manager

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E: bramsey@ridehirta.com (preferred)

