

Story County  
Board of Supervisors Meeting  
Agenda  
10/6/20

1. Originating From Administration Building, Story County Public Access Provided Via "Zoom" Meeting

SPECIAL NOTE TO THE PUBLIC: Due to recommendations to social distance in order to help slow the spread of the COVID-19 virus, the capacity of our meeting room is significantly limited. Therefore, public access to the meeting will be provided via Zoom.

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

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

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

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

**To join the meeting by telephone:**

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

Please visit [WWW.STORYCOUNTYIOWA.GOV/92/BOARD-OF-SUPERVISORS](http://WWW.STORYCOUNTYIOWA.GOV/92/BOARD-OF-SUPERVISORS)

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

2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. 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. Discussion And Information Regarding Cerro Gordo County, Webster County And Wright County Requests To Join CICS MHDS Region - Russell Wood And Karla Webb

Department Submitting Community Services

Documents:

[CICS GB OPTIONS 9 23 20.PDF](#)

10. AGENCY REPORTS:

11. CONSIDERATION OF MINUTES:

- I. 9/8/20 Minutes, 9/10/20 Special Minutes, 9/15/20 Canvass Minutes, 9/15/20 Minutes, 9/22/20 Canvass Minutes, 9/22/20 Minutes And 9/29/20 Minutes

Department Submitting Auditor

12. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

- 1)pay adjustment, effective 10/11/20, in a)Board of Supervisors for Leanne Harter @ \$3,343.15/bw

Department Submitting HR

13. 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 Subcontract With YSS For FY21 Substance Abuse Grant With IDPH

Department Submitting Auditor

Documents:

[STORY COUNTY CONTRACT WITH YSS SUBSTANCE ABUSE PREVENTION 2021.PDF](#)

- II. Consideration Of 28E Agreement For Tobacco, Alternative Nicotine And Vapor Product Enforcement Between The Iowa Alcoholic Beverages Division And Story County Effective 10/1/2020 - 6/30/2021

Department Submitting Sheriff

Documents:

[ABD 28E AGREEMENT.PDF](#)

- III. Consideration Of FY21 Contract Between Story County And Iowa Department Of Public Health For Grants To Counties (Well Testing, Plugging, Renovating) For \$30,300

Department Submitting EnvHlth

Documents:

[IDPH CONTRACT.PDF](#)

- IV. Consideration For Permission To Use BOS Credit Card For Motherboard Replacement From Lenovo For \$478.95 And \$8.95 Shipping

Department Submitting Information Technology

Documents:

[LENOVO SYSTEM BOARD REPLACEMENT.PDF](#)

V. Consideration Of Utility Permit(S): #21-5235, 21-5236, 21-5237

Department Submitting Engineer

Documents:

[UT 21-5236.PDF](#)

[UT 21 5237.PDF](#)

[UT 21 5235.PDF](#)

14. PUBLIC HEARING ITEMS:

15. ADDITIONAL ITEMS:

I. Discussion And Consideration Of Criteria To Consider Reclosing A County Office Or Offices Due To COVID-19 - Linda Murken

Department Submitting Board of Supervisors

Documents:

[CRITERIA FOR RE CLOSING OFFICES.PDF](#)

II. Discussion And Consideration Of Updated IDPH Quarantine Guidelines - Todd Lundvall & Alissa Wignall

Department Submitting Board of Supervisors

Documents:

[IDPH ADJUSTMENTS 10012020.PDF](#)

III. Discussion And Consideration Of Permanently Increasing The Planning And Development Department Planning Intern Position Hours And Also Creating A New Temporary Planning Intern Position For Only FY21 – Jerry L. Moore

Department Submitting Planning and Development

Documents:

[STAFF MEMO.PDF](#)

IV. Discussion And Consideration Of Request To Change From PayPal To Heartland For Credit Card Payment Processing Through Citizenserve - Jerry Moore And Stephanie Jones

Additional Item

Department Submitting Planning and Development

Documents:

[STAFF MEMO.PDF](#)

16. DEPARTMENTAL REPORTS:

I. Planning And Development Quarterly Report - Submitted Report Only

Department Submitting Auditor

Documents:

[PD QTR.PDF](#)

17. OTHER REPORTS:

I. Discussion And Direction To Staff To Compile Amendments To The Urban Renewal Plan  
- Story County Urban Renewal Area - Leanne Harter

Department Submitting Board of Supervisors

Documents:

[SCHEDULE AND URA APPS.PDF](#)

II. Treasurer Update On September Property Tax - Ted Rasmusson

Department Submitting Treasurers Office

18. UPCOMING AGENDA ITEMS:

19. 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.

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

21. ADJOURNMENT:

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



# CICS

Supporting Individuals. Strengthening Communities.

**This document was updated on 9/23/2020 with new financial information.**

CICS Governing Board,

In this attachment you will find information and thoughts regarding the counties who are requesting permission to join CICS, as well as some general thoughts about the advantages and disadvantages of adding counties to CICS. At this time, three counties (Cerro Gordo, Webster, and Wright) have applied to join CICS. These counties would bring in additional clients, expenditures, revenues, and providers.

### FINANCES:

The administrative team has been looking at supplied information and performing some general analysis such as expenditures vs. revenues, numbers of clients in services and types of services being provided.

The following table shows the expenditures of each county. These are unaudited, non-accrual and have had adjustments made by CICS staff that are based on our assumptions. They are shown three ways.

- 1) The first column shows the expenditures for last fiscal year not including the administrative dollars. This is shown this way because CICS will have administrative expenses that are different than those of CSS.
- 2) The second column shows those expenditures and additionally removes costs that are associated with provider functions that CSS performs and also some one-time expenditures that CSS made last year.
- 3) The final column shows the expenditures without including the above and further removing all staff costs. This was done due to the fact that staff costs may be different than what they were last fiscal year and this gives a base cost.

### Previous Year's Expenditures

	Expenditures Not including Administrative	Expenditures Not including Provider Staff	Expenditures Not including All Staff
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Cerro Gordo	Expenditures	\$ 1,212,918.25	\$ 1,033,731.76	\$ 807,459.05
	Population	42450	42450	42450
	Per Capita	\$ 28.57	\$ 24.35	\$ 19.02

Webster	Expenditures	\$ 1,253,920.69	\$ 1,132,011.58	\$ 819,995.54
	Population	35908	35908	35908
	Per Capita	\$ 34.92	\$ 31.53	\$ 22.84

Wright	Expenditures	\$172,870.00	\$ 144,738.00	\$ 100,162.00
	Population	12562	12562	12562
	Per Capita	\$ 13.76	\$ 11.52	\$ 7.97

In doing a revenue and expenditure analysis, CICS staff looked at the potential of the counties in question to generate tax dollars to cover the costs of the services that were funded for them. This looked at the current levy and the potential the county had to levy. Basically, can a county cover the costs that they bring to CICS or would CICS have to levy to cover it from current members.

The following table shows the amount of property taxes that the counties in CICS and those applying would generate under the current \$26.00 per capita amount and the maximum \$35.50 per capita amount.

#### Current and Maximum Levies

		Current Levy	Max Levy
Boone	26,234	\$ 682,084	\$ 931,307
Franklin	10,070	\$ 261,820	\$ 357,485
Greene	8,888	\$ 231,088	\$ 315,524
Hamilton	14,773	\$ 384,098	\$ 524,442
Hardin	16,846	\$ 437,996	\$ 598,033
Jasper	37,185	\$ 966,810	\$ 1,320,068
Madison	16,338	\$ 424,788	\$ 579,999
Marshall	39,369	\$ 1,023,594	\$ 1,397,600
Poweshiek	18,504	\$ 481,104	\$ 656,892
Story	97,117	\$ 2,525,042	\$ 3,447,654
Warren	51,466	\$ 1,338,116	\$ 1,827,043
<b>CICS Totals</b>	<b>336,790</b>	<b>\$ 8,756,540</b>	<b>\$ 11,956,045</b>

Cerro Gordo	42450	\$ 1,103,700	\$ 1,506,975
Webster	35908	\$ 933,608	\$ 1,274,734
Wright	12562	\$ 326,612	\$ 445,951
<b>New Totals</b>	<b>427,710</b>	<b>11,120,460</b>	<b>15,183,705</b>

CICS does not look at per capita expenditures by county when planning and funding services for current counties. This was done only to identify the expenses being brought into the region.

Based on the numbers, the counties who are requesting to join CICS could levy the amount necessary to cover the costs of the services they provide. Also, consider that CICS does provide some services that are not in CSS and others in ways different than CSS as every region is unique. This may change the numbers above. As such, they are only for planning and informational purposes and are not a guarantee of future expenditures.



## POPULATION

The following shows the current regional layout in the state of Iowa with current regional populations:



Region	Population
Central Iowa Community Services	336,790
County Rural Offices of Social Services	78,160
County Social Services	419,880
Eastern Iowa MHDS Region	300,102
Heart of Iowa Region	109,638
MHDS of the East Central Region	600,915
Northwest Iowa Care Connection	63,408
Polk County Health Services	490,161
Rolling Hills Community Services Region	197,196
Sioux Rivers MHDS	102,798
South Central Behavioral Health Region	78,490
Southeast Iowa Link	161,163
Southern Hills Regional Mental Health	29,116
Southwest Iowa MHDS Region	187,253





### General advantages and disadvantages to adding counties

- 1) Any change creates change. This is an uncertain and is always the first objection to doing things differently. CICS is operating well and adding other counties may make things better or worse, but we won't know which until we change.
- 2) Adding counties adds covered lives. From an insurance perspective this allows the region and additional counties to spread their financial risk across a greater population.
- 3) Adding counties adds contract providers. This allows CICS to do negotiating and prioritizing of investments with providers to meet the needs of our clients. Additional providers also allow for diversification in contracting and allow for reduced risk in contracting by ensuring a provider panel that is both robust and deep.
- 4) Adding counties adds some specialist providers to the region including a hospital with a behavioral health inpatient unit and many medication prescribers.
- 5) Adding counties adds "critical mass" when looking at the development of new services. The region's intensive services could benefit by having other "service anchors". This can only be accomplished if the client numbers and available funds are enough to meet the need. This would apply to things like access centers, sub-acute, intensive residential, ACT and other complex needs services.
- 6) Adding counties allows for capitalization on specific skill sets. CICS staff can use and obtain skills that benefit the clients we serve. Adding population allows for specialization for staff and can help ensure services have outcomes that meet the goals of clients without overtaxing the system.

There are many reasons not listed why adding counties may or may not be good for CICS.

Ultimately, the question that comes before the governing board is does adding counties **better equip or interfere with** our goal of "improving the health, hope, and successful outcomes for the adults in our region who have mental health disabilities, intellectual/developmental disabilities, and brain injuries, including those with multi-occurring issues and other complex human service needs, and for children who have a diagnosis of serious emotional disturbance."

Thank you for reading this report,



Russell Wood, Chief Executive Officer  
Central Iowa Community Services



## **COUNTY SUBSTANCE ABUSE PREVENTION SERVICES AGREEMENT**

THIS AGREEMENT is made and executed this 1<sup>st</sup> day of July 2020 by and between the STORY COUNTY BOARD OF SUPERVISORS (hereinafter referred to as “BOS.”), and YOUTH AND SHELTER SERVICES (SUBCONTRACTOR) (hereinafter referred to as “YSS.”) whose address is 420 Kellogg, Ames, IA 50010 to utilize the County Substance Abuse Prevention Services grant funds proposed to be \$10,000.00. All parties to this Agreement desire to provide comprehensive substance abuse prevention services. Services will include but not be limited to those outlined in the ‘Description of Work’ as stated in the grant proposal for FY 2020. It is hereby agreed as follows:

1. The plan, as illustrated by the FY21 County Substance Abuse Prevention Services application will be carried out. The total subcontract amount is \$40,000 (line item budget attached). Any amendments to the plan will be carried out by the request to modify. This will be adhered to by all parties.
  - a. The YSS mentoring program will serve up to 100 youth in Story County in multiple school districts and by participating in the mentoring relationships the youth will increase or maintain their perception of risk/harm related to alcohol, tobacco and other drugs.
  - b. The YSS Kids Club programs will serve up to 200 youth in 3 Story County, implementing Lion’s Quest curriculum within the program. The program will maintain or increase the knowledge base for resisting substances.
2. The sub-contractor’s (YSS) responsibilities are as follows:
  - a. Agrees to comply with the specific components of the County Substance Abuse Prevention Services Contract of the Iowa Department of Public Health (hereinafter referred to as DEPARTMENT), and DEPARTMENT special and general conditions dated 7/1/19. YSS is responsible for all services outlined in county application which includes providing substance abuse programming in Story County schools. YSS will assure compliance with all special and general conditions of the Agreement. This will assure continuity of care for Story County residents across all age groups.
  - b. Will comply with all relevant provisions of the Iowa Civil Rights Act of 1965, as amended, Iowa Executive Order No. 15 of 1973, Federal Executive Order 11246 of 1965, as amended by Federal Executive Order 11375 of 1967, the Equal Employment Opportunity Act of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975. YSS in completing this contract shall comply with Title VI Civil Rights Act of 1964 (PL88-352) so that no person will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, creed, color, religion, national origin, sex, age or physical or mental disability.
  - c. Shall provide personal liability insurance coverage for employees performing services under this Agreement. It is agreed that YSS is at all times an independent contractor and shall be outside the control of Story County as to the manner of performing services. Staff performing services under the Agreement are not employees, agent or officers of Story County. Proof of such insurance coverage by certificate shall be provided to the Board by YSS at the commencement of services under this Agreement and, thereafter, upon any renewal of coverage.

- d. YSS shall hold harmless, indemnify and defend Story County against any and all claims, losses, damage or lawsuits from third parties arising from or related to the provision of services under this Agreement.
  - e. The subcontractor shall provide the DEPARTMENT, the CONTRACTOR, and any of their duly authorized representatives with access, for the purpose of audit and examination, to any documents, papers, and records of the subcontractor pertinent to the subcontract.
  - f. Shall provide a yearly report of its activities relating to the services provided under this Agreement to the BOS, or most frequently, upon request.
  - g. Will submit bills by the 10<sup>th</sup> day of October, January, April and July for the preceding quarter's services. Will maintain records to ensure expenditures do not exceed the approved appropriations.
3. If any provisions contained herein shall be in conflict with the laws of the State of Iowa, or shall be declared to be invalid by a Court of record of this State, such invalidity shall be construed to affect only such portions as are declared invalid or in conflict with the law. Any remaining portion ruled valid by the Court shall continue to be in effect.
  4. This Agreement may be canceled by either the BOS, or YSS upon ninety (90) days written notice.
  5. The term of this agreement shall be from July 1, 2020, until June 30, 2021. Thereafter, the agreement will be renegotiated from year to year. This agreement may be amended at any time by mutual agreement. The amount of funds for each grant is identified on the Iowa Department of Public Health contract fact sheet.
  6. This plan will support the local Comprehensive Needs Assessment as well as the Healthy Iowans 2020 plan.

AGREED AND EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_.

**STORY COUNTY BOARD OF SUPERVISORS**

BY: \_\_\_\_\_ Date \_\_\_\_\_  
 Chair, Board of Supervisors

**YOUTH AND SHELTER SERVICES**

BY:  \_\_\_\_\_ Date September 28, 2020  
 Andrew Allen, CEO

## SUBCONTRACTOR LINE ITEM BUDGET

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

**28E AGREEMENT FOR  
TOBACCO, ALTERNATIVE NICOTINE AND  
VAPOR PRODUCT ENFORCEMENT**

**SCHEDULE 3**

**THIS AGREEMENT** is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the Iowa Alcoholic Beverages Division (“ABD”), and the Story County Sheriff (The “Department”). The parties agree as follows:

**SECTION 1. IDENTITY OF THE PARTIES.**

**1.1 Iowa ABD.** The ABD is authorized pursuant to Iowa Code Chapter 453A and a Memorandum of Understanding with the Iowa Department of Public Health to provide enforcement for Iowa’s tobacco, alternative nicotine and vapor product laws. The ABD’s address is: 1918 SE Hulsizer Road, Ankeny, Iowa 50021.

**1.2 Department.** The Department operates a duly recognized Iowa law enforcement agency. The Department’s address is:

Story County Sheriff  
1315 South B Avenue, Nevada, Iowa 50201

**SECTION 2. PURPOSE.** The parties have entered into this Agreement for the purpose of providing and funding tobacco, alternative nicotine and vapor product enforcement activities in compliance with Iowa Code § 453A.2.

**SECTION 3. TERM.** The term of the Agreement shall be from the aforementioned date through June 30, 2021, unless earlier terminated in accordance with the terms of the Agreement.

**SECTION 4. FILING.** Pursuant to Iowa Code § 28E.8, the ABD shall electronically file the Agreement with the Iowa Secretary of State, after the parties have executed the agreement.

**SECTION 5. RESPONSIBILITIES OF THE PARTIES.**

**5.1 Responsibilities of the Department.**

**5.1.1 Local Tobacco, Alternative Nicotine and Vapor Product Enforcement.** The Department shall provide tobacco, alternative nicotine and vapor product enforcement of Iowa Code Chapter 453A.

**5.1.2 Compliance Checks.** "Compliance checks" mean activity to enforce tobacco, alternative nicotine and vapor product laws in accordance with Iowa Code § 453A.2 within the jurisdiction of the Department. Compliance checks also may include

enforcement of § 453A.2 within additional jurisdictions upon agreement of the Parties. ABD shall make available to the Department the location of each tobacco, alternative nicotine and vapor product permit holder subject to a compliance check by the Department at <https://tobacco.iowaabd.com/>.

**The Department shall perform one (1) compliance check of each tobacco, alternative nicotine and vapor product permit holder within the jurisdiction of the Department during the term of the Agreement. Please note that alternative nicotine and vapor products are age-restricted pursuant to Iowa Code § 453A.2, and are therefore included in the I-PLEDGE program. Attempts to purchase alternative nicotine and vapor products may be conducted at any retailer that sells these products.**

**The Department shall not begin to conduct any retailer compliance checks until October 1, 2020.**

The compliance check shall be completed and submitted for reimbursement to ABD by **February 15, 2021**. The Department should try to complete a compliance check of all seasonal businesses such as golf courses, marinas and bait shops before the businesses close for the 2020 business year, but not before October 1, 2020. If the department is unable to complete the compliance checks on seasonal businesses prior to the businesses close for the 2020 business year, the Department shall work with ABD to establish a plan for completing these compliance checks.

The Department shall conduct a second compliance check on any retailer that is found to be non-compliant during the first inspection. The second compliance check on the non-compliant retailer shall be completed and entered no later than **May 15, 2021**.

Clerks that fail compliance checks shall be ticketed criminally.

The Department shall, within seven (7) business days, notify the retail owner or manager of any violation. Within seventy-two (72) hours of the Department issuing a citation for a violation of Iowa Code § 453A.2(1) to a permit-holder or employee of a permit-holder, the Department must notify the local permit-issuing authority that issued the tobacco, alternative nicotine and vapor product permit to the retailer where the offense was committed.

If the Department fails to complete and submit reimbursement for compliance checks to ABD by **February 15, 2021**, ABD will consult with the Department to establish a plan for completing the remaining compliance checks. In the event that the Department fails to execute the agreed upon plan, the Department agrees that ABD may authorize the Iowa State Patrol or other law enforcement agency to conduct any remaining compliance checks.

- 5.1.3 Underage Purchaser Volunteers.** Utilization of underage purchaser volunteers is strongly encouraged where feasible. The Department may compensate the underage purchasers involved in the compliance checks in a manner consistent with

Section 6. Underage purchasers from the age of sixteen to twenty years old may be utilized in the program. Keep in mind that the federal government (SYNAR) will not allow underage purchasers under the age of sixteen to be used to conduct compliance checks. Please ensure that the officers assigned to conduct the compliance checks do not work with an underage purchaser younger than age of sixteen. If utilizing multiple underage purchasers to perform compliance checks, please ensure that a representative mix of 16, 17, 18, 19 and 20 year old underage purchasers are used when feasible.

- 5.1.4 **Routine Enforcement.** In addition to conducting compliance checks, the Department agrees to regularly enforce underage tobacco, alternative nicotine and vapor product laws by ticketing underage offenders.
- 5.1.5 **Civil Proceedings.** The Department shall cooperate with city, county and state prosecutors if civil permit proceedings are initiated against a tobacco, alternative nicotine and vapor product permit holder. The Department shall also cooperate in proceedings against cited clerks and underage persons. Cooperation shall include, but not be limited to, sharing investigative reports and copies of issued citations, as well as providing witness statements and testimony.
- 5.1.6 **Compliance Reports.** The Department shall provide monthly reports to the ABD in the manner prescribed by the ABD.
- 5.1.7 **Miscellaneous.** The Department shall be responsible for the day-to-day administration of its tobacco, alternative nicotine and vapor product enforcement activities. The Department shall provide all office space, equipment and personnel necessary to conduct tobacco, alternative nicotine and vapor product enforcement activities under the Agreement. The Department is solely responsible for the selection, hiring, disciplining, firing and compensation of its officers.

## 5.2 **Responsibilities of the ABD.**

- 5.2.1 **Enforcement Guidance.** The ABD shall provide guidance on tobacco, alternative nicotine and vapor product enforcement to the Department, if needed, and cooperate with the Department in the performance of the Agreement.
- 5.2.4 **Payment.** The ABD shall pay the Department in the manner described in Section 6.
- 5.2.5 **Cooperation.** If ABD believes that any officer of the Department fails to perform duties in a manner that is consistent with the Agreement, the ABD shall notify the Department. The Department shall then take such action as necessary to investigate and, if appropriate, discipline or reassign the officer away from tobacco, alternative nicotine and vapor product enforcement activities. The ABD shall have no authority to discipline or reassign an officer, except that the ABD shall have the

authority to stipulate that a particular officer not be assigned to provide services under the Agreement.

**5.2.6 Insurance, Benefits and Compensation.** The ABD shall not provide for, nor pay, any employment costs of the Department's officers including, but not limited to, worker's compensation, unemployment insurance, health insurance, life insurance and any other benefits or compensation, nor make any payroll payments with respect to the Department's officers. The ABD shall have no liability whatsoever for all such employment costs or other expenses relating to, or for the benefit of, the Department's officers.

## **SECTION 6. PAYMENT TO DEPARTMENT.**

**6.1 Method of Payment.** In consideration for providing the services required by the Agreement, the Department shall be paid on a flat fee basis of seventy-five dollars (\$75) per reported compliance check. The flat fee payment for each compliance check constitutes the full and exclusive remuneration for the compliance checks. For example, compensation of underage purchasers is the sole responsibility of the Department and is to be paid from the flat fee payment.

**6.2 Eligible Claims.** Compliance checks that are conducted on or after **October 1, 2020** are eligible for payment provided that the results are reported in accordance with Section 5. Any compliance checks that were funded by a non-departmental entity are not eligible for payment.

**6.3 Allocations.** The costs of the services referred to in Section 6.1 shall be allocated as follows:

**6.3.1 Sole Activity.** Money paid to the Department, pursuant to the Agreement, shall be used to fund overtime of full- or part-time peace officer positions solely for tobacco, alternative nicotine and vapor product enforcement activities described in the Agreement. Money also shall be used for compensation, if any, of underage purchasers. In addition, the Department may use money paid pursuant to the Agreement for reasonable Department expenditures, including, but not limited to, officer training and equipment, provided that such expenditures do not impair the Department's ability to perform tobacco, alternative nicotine and vapor product enforcement activities.

**6.3.2 Payment in Arrears.** The ABD may pay all approved invoices in arrears and in conformance with Iowa Code § 8A.514. The ABD, consistent with Iowa Code § 8A.514, may pay in less than the specified time period. Payment by the ABD in fewer than sixty (60) days, however, does not constitute an implied waiver of that Code section.

**SECTION 7. ADMINISTRATION OF AGREEMENT.** The ABD and the Department shall jointly administer the Agreement.

**SECTION 8. NO SEPARATE ADMINISTRATIVE ENTITY.** No new or separate legal or administrative entity is created by the Agreement.

**SECTION 9. NO PROPERTY ACQUIRED.** The ABD and the Department, in connection with the performance of the Agreement, shall acquire no real or personal property.

**SECTION 10. TERMINATION.**

**10.1 Termination for Convenience.** Following twenty (20) days written notice, either party may terminate the Agreement, in whole or in part, for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination for convenience, the non-terminating party shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under the Agreement to the terminating party up to and including the date of termination.

**10.2 Termination Due to Lack of Funds or Change in the Law.** Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, ABD shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

**10.2.1** The legislature or governor fail in the sole opinion of ABD to appropriate funds sufficient to allow ABD to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract:

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

**10.3 Termination for Cause.** The occurrence of any one or more of the following events shall constitute cause for any party to declare another party in default of its obligations under the Agreement:

**10.3.1** Failure to observe and perform any covenant, condition or obligation created by the Agreement;

**10.3.2** Failure to make substantial and timely progress toward performance of the Agreement;

**10.3.3** Failure of the party's work product and services to conform with any specifications noted herein;

**10.3.4** Infringement of any patent, trademark, copyright, trade dress or any other intellectual property right.

**10.4 Notice of Default.** If there occurs a default event under Section 10.3, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

**10.4.1** Immediately terminate the Agreement without additional written notice; or,

**10.4.2** Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

## **SECTION 11. INDEMNIFICATION.**

**11.1 By ABD.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 669, ABD agrees to defend and indemnify the Department and hold it harmless against any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable attorney's fees of counsel required to defend the Department, related to or arising out of ABD's negligent or wrongful acts or omissions in the performance of the Agreement.

**11.2 By the Department.** Consistent with Article VII, Section 1 of the Iowa Constitution and Iowa Code Chapter 670, the Department agrees to defend and indemnify and hold the State of Iowa and ABD harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including reasonable governmental attorney's fees and the costs and expenses of attorney fees of other counsel required to defend the ABD, related to or arising from any negligent or wrongful acts or omissions of the Department in the performance of this Agreement.

## **SECTION 12. CONTACT PERSON.**

**12.1 Contact Person.** At the time of execution of the Agreement, each party shall designate, in writing, a Contact Person to serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of the Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement.

## **SECTION 13. CONTRACT ADMINISTRATION.**

- 13.1 **Amendments.** The Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to the Agreement must be fully executed by the parties.
- 13.2 **Third Party Beneficiaries.** There are no third party beneficiaries to the Agreement. The Agreement is intended only to benefit ABD and the Department.
- 13.3 **Choice of Law and Forum.** The terms and provisions of the Agreement shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with the Agreement shall be brought in Des Moines, Iowa, in Polk County District Court for the State of Iowa. This provision shall not be construed as waiving any immunity to suit or liability that may be available to the State of Iowa, ABD or the Department.
- 13.4 **Assignment and Delegation.** The Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party.
- 13.5 **Integration.** The Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in the Agreement.
- 13.6 **Headings or Captions.** The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.
- 13.7 **Not a Joint Venture.** Nothing in the Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, association of any kind or agent and principal relationship between the parties. Each party shall be deemed an independent contractor acting toward the expected mutual benefits. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon the other party to the Agreement.
- 13.8 **Supersedes Former Agreements.** The Agreement supersedes all prior Agreements between ABD and the Department for the services provided in connection with the Agreement.
- 13.9 **Waiver.** Except as specifically provided for in a waiver signed by duly authorized representatives of ABD and the Department, failure by any party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.
- 13.10 **Notices.** Notices under the Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party to receive notice as it appears below or as otherwise provided for by proper notice here under. This person shall be the Contact Person. The effective date for any notice under the

Agreement shall be the date of delivery of such notice (not the date of mailing) which may be effected by certified U.S. Mail return receipt requested with postage prepaid thereon or by recognized overnight delivery service, such as Federal Express or UPS. Failure to accept "receipt" shall constitute delivery.

If to ABD: Jessica Ekman  
Tobacco Program Coordinator  
Iowa Alcoholic Beverages Division  
1918 SE Hulsizer Road  
Ankeny, Iowa 50021  
515-281-7434  
Email: [Ekman@IowaABD.com](mailto:Ekman@IowaABD.com)

If to Department: Sheriff Paul Fitzgerald  
Story County Sheriff  
1315 South B Avenue  
Nevada, Iowa 50201  
Email: [pfitzgerald@storycountyiowa.gov](mailto:pfitzgerald@storycountyiowa.gov)

- 13.11 Cumulative Rights.** The various rights, powers, options, elections and remedies of any party provided in the Agreement, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed any party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way un-remedied, unsatisfied or un-discharged.
- 13.12 Severability.** If any provision of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Agreement.
- 13.13 Time is of the Essence.** Time is of the essence with respect to the performance of the terms of the Agreement.
- 13.14 Authorization.** Each party to the Agreement represents and warrants to the other that:
- 13.14.1** It has the right, power and authority to enter into and perform its obligations under the Agreement.
- 13.14.2** It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Agreement, and the Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

**13.15 Successors in Interest.** All the terms, provisions and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

**13.16 Record Retention and Access.** The Department shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to ABD throughout the term of the Agreement for a period of at least three (3) years following the date of final payment or completion of any required audit, whichever is later. The Department shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Department relating to orders, invoices, or payments or any other documentation or materials pertaining to the Agreement. The Department shall not impose a charge for audit or examination of the books and records.

**13.17 Additional Provisions.** The parties agree that any Addendum, Rider or Exhibit, attached hereto by the parties, shall be deemed incorporated herein by reference.

**13.18 Further Assurances and Corrective Instruments.** The parties agree that they shall, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Agreement.

**SECTION 14. EXECUTION.**

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.

**By Alcoholic Beverages Division**

\_\_\_\_\_  
**Joshua Happe**  
**Regulatory Compliance Bureau Chief**

\_\_\_\_\_  
**Date**

**By Law Enforcement Agency**

\_\_\_\_\_  
**Department Official**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Department Witness**

\_\_\_\_\_  
**Date**

Story CO.



# Protecting and Improving the Health of Iowans

Gerd W. Diebaugh, Director

Kim Reynolds, Governor

Adam Gregg, Lt. Governor

## Contract Declarations & Execution Page

<b>CONTRACT #:</b> 5881AW85	<b>PROJECT TITLE:</b> Grants to Counties
<b>CONTRACTOR LEGAL NAME AND ADDRESS:</b> Story County Board of Health 900 6th St Nevada, IA 50201	<b>PROJECT PERIOD:</b> July 1, 2020 – June 30, 2021
<b>STATE OF IOWA DEPT. OF ADMINISTRATIVE SERVICES VENDOR #:</b> 00002129939	<b>CONTRACT PERIOD:</b> July 1, 2020 – June 30, 2021
<b>Warrant/payment mailing address</b> (if different from legal address):	<b>TOTAL CONTRACT AMOUNT:</b> \$30,300
	<b>FUNDING SOURCE:</b> FEDERAL: \$0 STATE: \$0 OTHER: \$30,300 Interagency State: \$30,300 Interagency Federal: \$0 Private/Fees/Other: \$0
<b>IOWA CODE CHAPTER 8F DESIGNATION:</b> This contract is NOT covered by Iowa Code chapter 8F	<b>Federal Subrecipient Addendum Needed?</b> NO.
<p>The Contractor agrees to perform the work and to provide the services described in the Special conditions for the consideration stated herein. The duties, rights and obligations of the parties to this contract shall be governed by the Contract Documents, which include the Special Conditions, General Conditions, Request for Proposal and Application.</p> <p>The Contractor has reviewed and agrees to the Iowa Department of Public Health <u>General Conditions Effective July 1, 2019</u> as posted on the Department's website under Funding Opportunities or as available by contacting Mindy Uhle at telephone (515) 242-6131. The Contractor specifies no changes have been made to the Special Conditions or General Conditions.</p>	
<p>The parties hereto have executed this contract on the day and year last specified below.</p>	
<b>For and on behalf of the Department:</b> By: <u>Sharp, Ken</u> <small>Digitally signed by Sharp, Ken Date: 2020.09.25 15:37:41 -05'00'</small> Ken Sharp, Director, Division of ADPER & EH	<b>For and on behalf of the Contractor:</b> By: <u>[Signature]</u> <small>Digitally signed by John J. Paschen Date: 2020.08.20 12:11:30 -05'00'</small> Story County Board of Health

## Special Conditions for Contract # 5881AW85

### Article I- Identification of Parties:

This contract is entered into by and between the Iowa Department of Public Health (hereinafter referred to as Department) and the Contractor, as identified on the contract face sheet.

### Article II - Designation of Authorized State Official:

Ken Sharp, Director of the Division of ADPER & EH is the Authorized State Official for this contract. Any changes in the terms, conditions, or amounts specified in this contract must be approved by the Authorized State Official. Negotiations concerning this contract should be referred to Mindy Uhle at telephone (515) 242-6131.

### Article III - Designation of Contract Designation of Project Director:

1. The Contractor, as listed on the Contract Face Sheet, is responsible for financial and administrative matters of this Contract.
2. The Project Director, as designated by the Contractor and listed in Article IV – Key Personnel for Project Implementation, has the authority to manage the contract and the legal responsibility to assure compliance with all contract conditions. Negotiations concerning this contract should be referred to the Project Director.
3. The Project Director will receive key communications from the DEPARTMENT and will be responsible for keeping the Contractor and all Authorized Agencies informed of any relevant contract issues.
4. It is the Contractor's sole responsibility to ensure appropriate individual(s) have registered within IowaGrants. The Contractor acknowledges that all assigned individuals to the Grant Tracking site have full rights (add, modify, and delete) for all Grant Tracking site components including contractual forms such as work plans, personnel, budgets, and reporting forms, and claims submission. The Contractor designates Margaret Jaynes as the Grantee Contact in IowaGrants ([www.IowaGrants.gov](http://www.IowaGrants.gov)) who shall regulate and assign access of appropriate individuals to this grant site.

### Article IV – Key Personnel:

The following individual(s) shall be considered key personnel for purposes of this contract:

Department Personnel

Name	Title	Email Address
Carmily Stone	Bureau Chief	Carmily.stone@idph.iowa.gov
Mindy Uhle	Program Consultant	Mindy.uhle@idph.iowa.gov
Kelly Barge	Program Contract Manager	Kelly.barge@idph.iowa.gov

## Key Contractor Personnel

Name	Title	Email Address
Margaret Jaynes	Project Director	mjaynes@storycountyiowa.gov

The Contractor shall notify the department in writing within ten (10) working days of any change of Key Personnel identified in this section.

### **Article V - Statement of Contract Purpose:**

It is the mutual desire of the Contractor and the Department to protect groundwater quality through the testing of private water wells, the plugging of abandoned private water wells, and the reconstruction of private water wells.

Purpose: Pursuant to the Proclamation of Disaster Emergency for COVID-19 issued March 19, 2020, Section 19, and subsequent extensions, the IDPH is waiving or altering conditions and expectations of the above-mentioned contract as outlined herein for the remainder of this contract period. This flexibility is meant to mitigate the direct and indirect effects of this public health disaster on our contractors and IDPH staff.

### **Article VI - Description of Work and Services:**

In compliance with IAC 641-Chapter 24, the Contractor shall:

- A. Provide services outlined in this agreement in the following county/counties: Story
- B. Comply with the provisions of 641 IAC – Chapter 24.
- C. Enter appropriate data on the Iowa Department of Natural Resources' Private Well Tracking System (PWTS) prior to the submission of each quarterly claim.
- D. Prepare a quarterly claim voucher on [www.iowagrants.gov](http://www.iowagrants.gov).
- E. Maintain complete records of costs and payments per 641 IAC-24.
- F. Ensure staff are qualified as outlined in 641 IAC-24.7 (3) and submit the CEUs for approval to the Iowa Environmental Health Registry by January 15, 2021. Any staff member hired prior to July 1, 2020 and who is expected to perform the functions of a Qualified Staff member shall be listed as Qualified Staff in the Personnel form on [iowagrants.gov](http://iowagrants.gov). The Contractor shall upload a certificate issued by IEHA with the county's 2<sup>nd</sup> quarter claim. If the Contractor does not have expenses for the 2<sup>nd</sup> quarter, the Contractor shall file a \$0 claim and upload the certificate.
- G. Notify the DEPARTMENT within 10 business days of any change of information for the CONTRACTOR, which is relevant to the agreement including, but not limited to the following: project director, qualified staff, other personnel changes, or address. This notification shall be sent by email to Mindy Uhle at [Melinda.uhle@idph.iowa.gov](mailto:Melinda.uhle@idph.iowa.gov).
- H. Maintain, improve, and implement a Procedures Manual for the effective delivery of Grants to Counties program to include, but is not limited to, those areas outlined in 641 IAC-24.7 (8).

- I. Participate in IDPH-sponsored webinars and training events.
- J. Ensure that all contractor personnel, including Qualified Staff, are subscribed to the EH Listserv. To subscribe to the EH Local Listserv, follow the instructions on the Bureau of Environmental Health Services website: <http://idph.iowa.gov/Environmental-Health-Services>. Provide a response to DEPARTMENT requests for additional documentation during the contract period.

The Department agrees to:

A. Reimburse the CONTRACTOR for expenses incurred as defined in 641 IAC-Chapter 24.

- 1. Water well-related training, including registration, mileage, lodging, and meals.
- 2. Supplies, advertising, and promotional purchases.
- 3. Testing, plugging, and reconstructing private water wells.
- 4. Plugging abandoned cisterns.

B. Update the CONTRACTOR of any contract changes:

- 1. Provide technical assistance related to [www.iowagrants.gov](http://www.iowagrants.gov).
- 2. Provide contract and program-related updates via the EH Listserv.
- 3. Update and distribute the FY21 Expenditure Guidance document as needed.
- 4. Develop and distribute the FY21 Training Expenditure Detail guidance document.
- 5. Update and distribute the FY21 Guidance for GTC Training Claims guidance document.

C. Provide technical assistance and training during the contract period.

**Article VII – Performance Measure**

The CONTRACTOR shall enter all well activities including well tests, well plugging, and well rehabilitations that used Grants to Counties funds into PWTS prior to submission of a quarterly claim. If activities do not match entries into the PWTS, the DEPARTMENT will withhold funds claimed until all entries are completed.

- A. The CONTRACTOR shall submit CEU hours to the Iowa Environmental Health Association (IEHA) Registry for all Qualified Staff in order to maintain eligibility as a Grants-to-Counties program for the subsequent year. If the Contractor has not uploaded the IEHA Registry for all qualified staff by February 15, 2021, the DEPARTMENT will withhold payment for the 2<sup>nd</sup> quarter and subsequent claims until the Contractor has fulfilled the CEU requirement.
- B. The Contractor shall submit any documentation required for the performance measure into the progress reports component of the grant site within IowaGrants.gov.

**Article VIII – Reports:**

The Contractor shall complete and submit the following reports in the grant site located in IowaGrants. Additional details on submission requirements for allowable expense can be found in the 2021 Expenditure Guidance Document.

Document	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Subcontracts – Draft (Unsigned)	Submit for IDPH approval prior to execution.			
Due Date	10/30/20	2/15/21	4/30/21	7/30/21
Claim Voucher	X	X	X	X
Procedures Manual	X			
IEHA Registry Certificate		X		
Receipts/documentation for the following expenses claimed:  <u>Infrastructure</u> <ul style="list-style-type: none"> <li>● Training</li> <li>● Supplies</li> <li>● Advertising/Promotional</li> </ul>	X	X	X	X
Receipts/documentation for the following expenses claimed:  <u>Well Assessments and Shock Chlorination for Flooded Wells</u> (See below for guidance on reimbursement)	X	X	X	X
Receipts/documentation for <u>Other Water Tests</u> (See below for guidance)	X	X	X	X
Receipts/documentation for the following expenses claimed:  <u>Services</u> <ul style="list-style-type: none"> <li>● Water Tests</li> <li>● Well/Cistern Plugging</li> <li>● Well Reconstruction</li> </ul>	As requested by the department			

### **Training Expenditures**

The Department will reimburse expenditures for approved training provided that acceptable documentation is uploaded in the Claim Support Documentation section of the claim. Guidance can be found in the Department's *Guidance for GTC Training Claims* document. Training expenditures must be outlined on the *Training Expenditure Detail* form provided by the department. Claims which include training expenditures, but do not include a *Training Expenditure Detail* form will be negotiated back to the Contractor for correction.

### **Well Assessments and Shock Chlorination for Flooded Wells**

Per 641 IAC 24.5(7), the total maximum reimbursement to the county for a well reconstruction is \$1,330. Actual costs up to \$1,000 in reconstruction costs will be paid for each reconstruction. The county shall directly reimburse these costs to the well owner. An administrative expense of 33 percent of the actual reconstruction costs will be retained by the participating county. Grant funds may be used to conduct reconstruction intended to preclude contamination due to surface water intrusion by coliform or other infectious bacteria. Examples include repairs of casing, well caps, or pitless adapters and elimination of well pits.

The Contractor may reimburse well owners for well assessments and shock chlorination activities conducted under the Well Reconstruction budget line provided that:

- The well was affected by flood waters within 12 months prior to conducting a well assessment and/or shock chlorination.
- The well assessment or shock chlorination was conducted by an IDNR-certified well driller or pump installer.
- Well assessments will be covered up to a maximum of \$500
- Shock chlorination will be covered up to a maximum of \$300

To claim a well assessment or shock chlorination service, the Contractor must enter the well reconstruction (with actual cost) into the quarterly claim, and upload the following documents to the Claim Support Documentation section of the quarterly claim:

- A list of the well numbers which had a well assessment or shock chlorination with your claim.
- A copy of the paid invoice which was issued to the well owner. The invoice must be marked paid to be eligible for reimbursement.

### **Other Water Tests**

The Contractor may be reimbursed for tests other than nitrate, bacteria, and arsenic if approved by the department. In approving additional tests the department will consider substances for which there is a perceived potential for exposure. Eligible contaminants include those for which a health advisory or maximum contaminant level (MCL) have been established.

### **Article IX - Budget:**

The total maximum budget is \$30,300 per county. Contractors which demonstrate under-utilization of funding may experience a mid-contract reallocation. The revised budget will be based on historical expenditures. Mid-year reallocations will allow for more effective and complete use of funding for private well services while at the same time direct funding to areas of Iowa that have demonstrated a need for additional funding.

### Infrastructure

Item	Description	Maximum Budget
Training	Actual costs related to training event, including registration, miles, lodging and meals. Up to \$500 may be used for septic-related training.	\$1,000
Supplies	Actual cost	\$500
Promotional	Actual cost	\$1,000

### Services

Item	Payable to Well Owner	Administrative Fee	Maximum Unit Cost
Well Testing	Actual cost of nitrate, bacteria, or arsenic analysis	\$60	Actual cost plus \$60
Well Testing	Actual cost of Other Water Tests	\$60	Actual cost plus \$60
Well Plugging	Actual cost up to \$500	\$75	\$575
Cistern Plugging	Actual cost up to \$300	\$75	\$375
Well Reconstruction (including well assessment)	Actual cost up to \$1000 <ul style="list-style-type: none"> <li>• <b><u>Actual cost for shock chlorination up to \$300</u></b></li> <li>• <b><u>Actual cost for well assessment up to \$500</u></b></li> </ul>	33% of actual cost	\$1,330

The Contractor shall receive written approval from the Department prior to spending the final three (3) percent of all funds awarded. Written approval shall be requested by sending an email to Mindy Uhle, Melinda.uhle@idph.iowa.gov.

### Article X - Payments:

1. Submission of Claims for contract period:

The Contractor shall complete and submit a claim following the completion of the corresponding deliverable. The claim shall be submitted in the grant site located in IowaGrants within 30 days of Department approval of the deliverable.

The Department shall verify the Contractor's performance of the provision of Services/Deliverables and timeliness of claims before making payment. The Department may elect not to pay claims that are considered untimely.

The Contractor shall submit quarterly claims that cover the entire contract period, from July 1, 2020 to June 30, 2021. If expenses are not incurred during a quarter the contractor must submit a claim for \$0, or combine the reporting period with a later quarter.

2. End of State Fiscal Year Claims Submission: Notwithstanding the timeframes above, and absent:
  - i. longer timeframes established in federal law or
  - ii. the express written consent of the Department, the Contractor shall submit all claims to the Department by August 10th for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

The Department will not automatically pay end of state fiscal year claims that are considered untimely. If the Contractor seeks payment for end of state fiscal year claim(s) submitted after August 10th, the Contractor may submit the late claim(s), as well as a justification for the untimely submission. The justification and request for payment must be submitted within the Correspondence component of this grant site. The Department may reimburse the claim if funding is available after the end of the fiscal year.

If funding is not available after the fiscal year, the claim may be submitted to State Appeal Board in accordance with instructions for consideration. Instructions for this process may be found at: [http://www.dom.state.ia.us/appeals/general\\_claims.html](http://www.dom.state.ia.us/appeals/general_claims.html).

3. The Department shall pay all approved invoices/claims in arrears. The Department may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.
4. The Department provides contractual payments on the basis of reimbursement of actual expenses in accordance with Iowa Code 8A.514.
5. The Department will **not** reimburse the Contractor travel amounts in excess of limits established by Iowa Department of Administrative Services. Current instate and out of state travel rate reimbursements can be found posted on the Department's IDPH General Conditions for Service Contracts website.
6. Money allocated to each item in the Infrastructure budget cannot be moved between items.
7. Money allocated in the Infrastructure budget can be transferred to the services budget.
8. No additional money can be transferred from the Services budget to the Infrastructure budget.
9. Final payment may be withheld until all contractually required reports have been received and accepted by the Department. At the end of the contract period, unobligated contract amount funds shall revert to the Department.
10. Warrants (payments) for services provided under this contract will be made payable to the Contractor and mailed to the Contractor at the Contractor Legal Address as listed on the contract face page.

- a. If the Contractor authorizes payments under this contract to be mailed to an address other than the Contractor Legal Address, the Contractor shall provide that address to the Department in the Alternate Mailing Address portion of the Business Organization Form – Contact Information section of the grant site form found in IowaGrants.
  - b. This address will be inserted in the 'Warrant/payment mailing address (if different from legal address)' field on the contract face page.
11. All funding payable to the Contractor must be received by the County Treasurer Office [Iowa Code 331.552(1)] and credited to the general fund of the county [Iowa Code 331.427(1)]. If the Department is made aware the funding payable to the Contractor is deposited into an account other than County Treasury, all current and future contractual funds issued by the Department (regardless of contractual program) will be delivered to the Contractor only via Electronic Fund Transfer (EFT) or by mailing the warrant to the Contractor if the EFT option has not been activated by the Contractor.

#### **Article XI – Additional Conditions**

1. The Contractor shall ensure all IowaGrant Grant Tracking site component information is accurate and current. This is inclusive of personnel, work plans, and budget forms. Requests by the Contractor for access to update the Grant Tracking site components shall be submitted through correspondence to the IDPH Program Contract Manager. If an update is approved by the Department, an amendment to the contract may be required.
2. An approved subcontractor shall not further subcontract any of the work or services related to this contract without written consent of IDPH.



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**LIVE CHAT**

## STORY COUNTY UTILITY PERMIT

Date 10/1/20

To the Board of Supervisors, Story County, Iowa:

The Interstate Power and Light Company, incorporated under the laws of Iowa, with its principal place of business at 1234 XE Place Ames, IA, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Secondary Cable on secondary route 310<sup>th</sup> St, from the north side of 30<sup>th</sup> St to the south side to 66576 310<sup>th</sup> St, a distance of .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:  
*We will be installing a new underground service under 310<sup>th</sup> St. to serve a new customer at 66576 310<sup>th</sup> St. The new service will be 4/0 Triplex cable, maximum voltage of 300 volts installed in 2' continuous conduit under 310<sup>th</sup> St. minimum depth of 48".*
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 09/23/2020

ALLIANT ENERGY / IPL  
Name of Company (Applicant - Permittee)

A. D. K. J.  
by

515-268-3470 D.  
Phone no.

Recommended for Approval:

Date 9-25-20

Dan Moran  
County Engineer

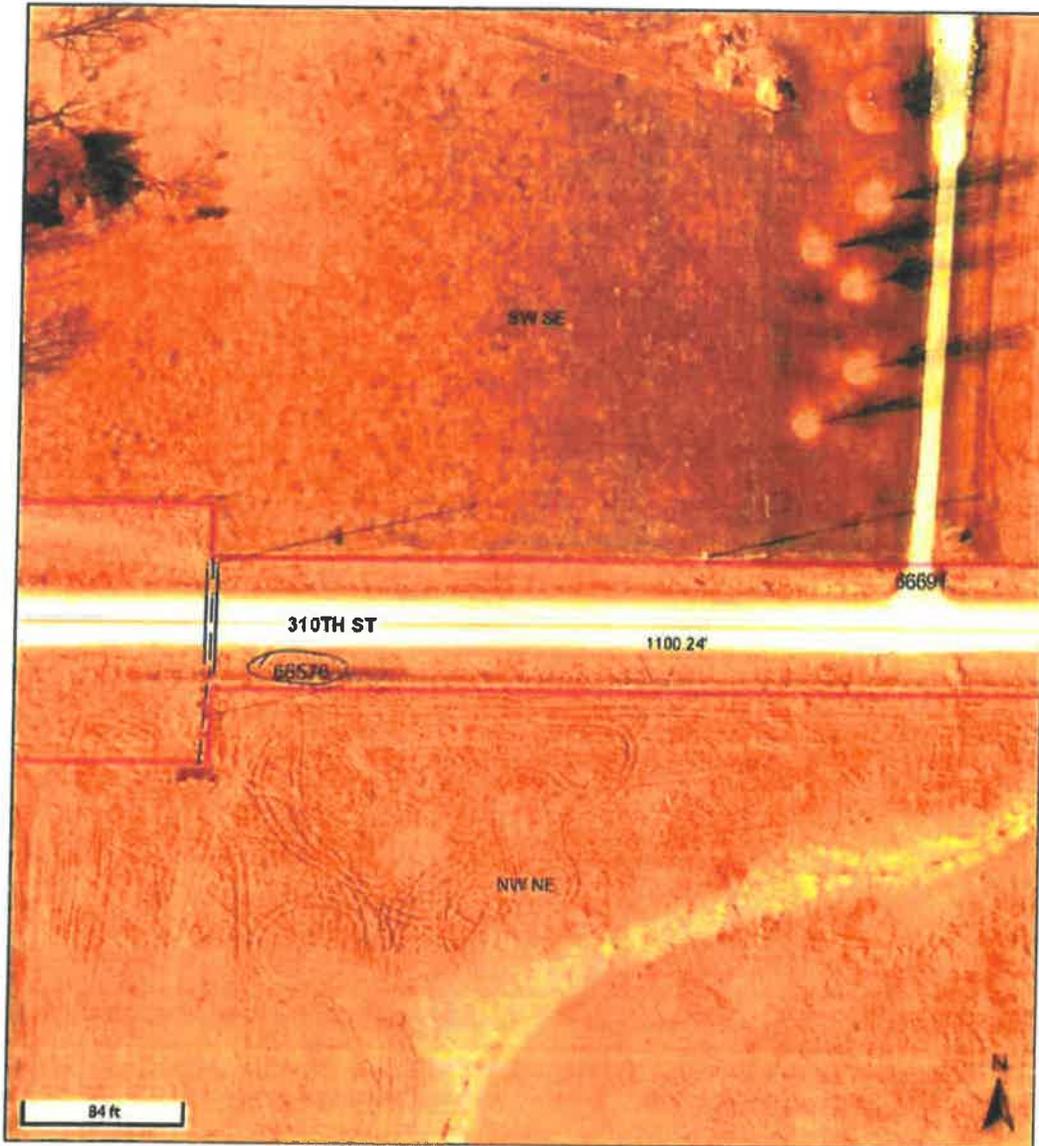
515-382-7355  
Phone no.

Approved:

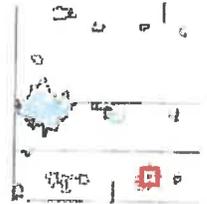
Date \_\_\_\_\_

\_\_\_\_\_  
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.



**Overview**



**Legend**

-  Parcels
-  Lots
-  Right of Way
-  Townships
-  Corporate Limits
-  Road Centerlines

**Concerning Assessment Parcels and Platted Lots Within the City of Ames Jurisdiction:**

The solid parcel boundary lines represent the legal description as recorded and are not necessarily the official platted lot lines. Dashed lines are official platted lots. If a parcel contains dashed lines, please contact the Ames Planning & Housing Department (515-239-5400) to determine which lines can be recognized for building permit or zoning purposes. If you have questions regarding the legal description or parcel measurements, please contact the Story County Auditor's office (515-382-7210).

Date created: 9/21/2020

Last Data Uploaded: 9/19/2020 12:31:30 AM

Developed by  Schneider  
GEO SPATIAL

## STORY COUNTY UTILITY PERMIT

Date 2020-10-11-20

To the Board of Supervisors, Story County, Iowa:

The Iowa Regional Utilities Association Company, incorporated under the laws of Iowa authorize to do business within the State of Iowa, with its principal place of business at 1351 Iowa Speedway Drive, Newton, Iowa 50208, 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 720th Ave., from 33674 720th Ave. to 33551 720th Ave., a distance of 100 feet. 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: Directional boring from East ROW line to West ROW line under 720th Ave. installing a 1" PVC service line a minimum of 5 feet deep. See attached Plan Sheet.
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 9-29-2020

Iowa Regional Utilities Association  
Name of Company (Applicant - Permittee)

  
by Gayla E. Hannagan, Phone no. 641-792-7011  
Permit Manager

Recommended for Approval:

Date 9-29-20

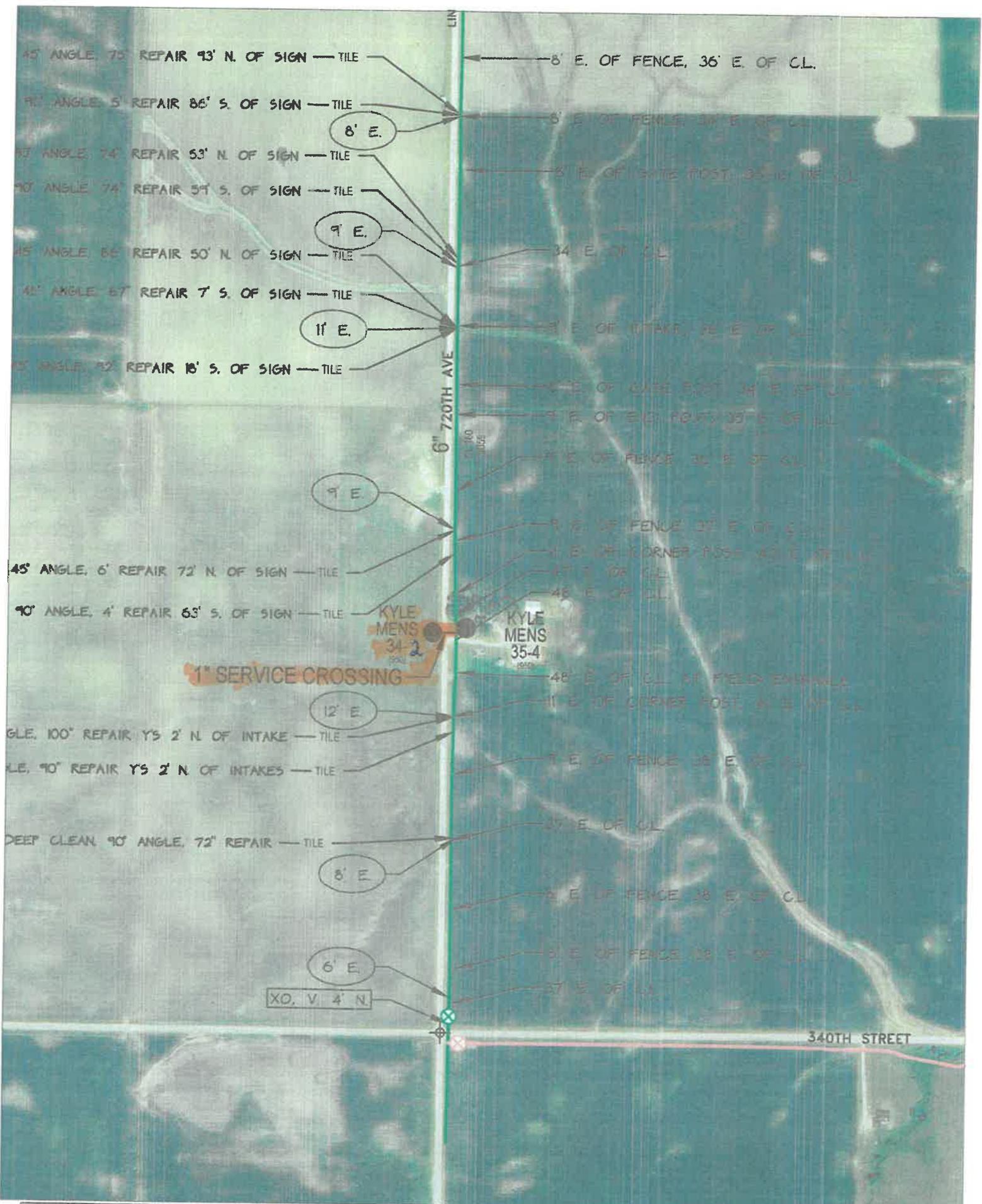
  
County Engineer Phone no. 515-382-7355

Approved:

Date \_\_\_\_\_

\_\_\_\_\_  
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.



SHEET 272 PARTIAL	T82N R21W	REVISED BY CLG HX/01/2009	DRAWN BY CMK 8/29/2020
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IOWA REGIONAL UTILITIES ASSOCIATION  
 3801 IOWA SPEEDWAY DRIVE, NEWTON, IOWA 50208-8245  
 (641) 792-7011

STORY COUNTY





## STORY COUNTY UTILITY PERMIT

Date 10/1/20

To the Board of Supervisors, Story County, Iowa:

OSP-22693 / WO# 71340908100252

The Windstream Iowa Communications, LLC Company, incorporated under the laws of Iowa, authorize to do business within the State of Iowa, with its principal place of business at 4001 N Rodney Parham Rd, Little Rock, AR 72212, 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 plow and bore cable on secondary route 653RD AVE, from 653RD AVE to 31073 653RD AVE, a distance of 0.02 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 10/01/2020

Windstream Iowa Communications, LLC  
Name of Company (Applicant - Permittee)

Kyle Petty Kyle Petty 501-748-7984  
by Phone no.

Recommended for Approval:

Date 10-1-20

Dawn M 515-382-7355  
County Engineer Phone no.

Approved:

Date \_\_\_\_\_

\_\_\_\_\_  
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.**

HIGHWAY AND TRANSPORTATION MAP  
STORY COUNTY IOWA

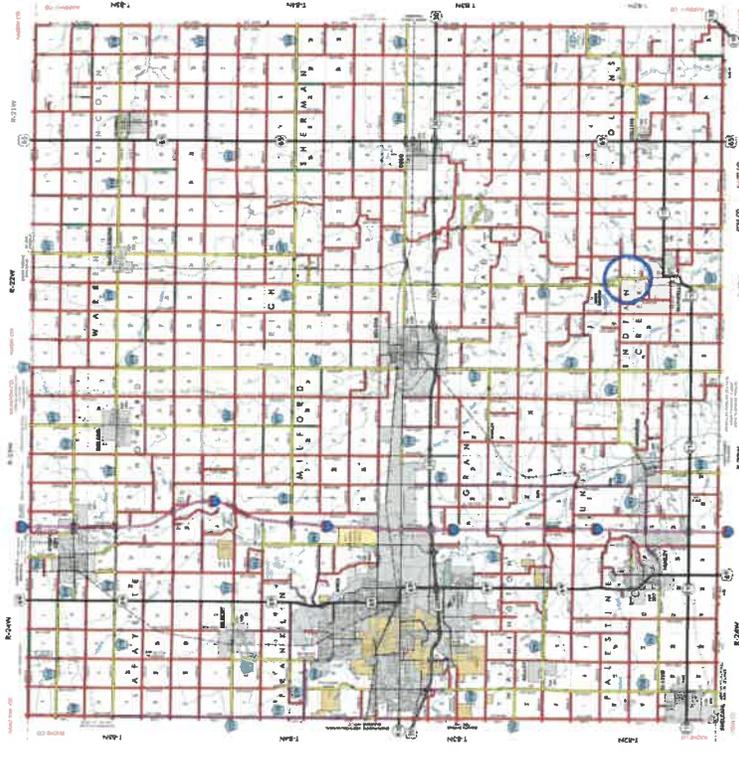


STATE OF IOWA  
IOWA DEPARTMENT OF TRANSPORTATION

United States  
Department of Transportation  
JANUARY 1, 2019

**LEGEND**

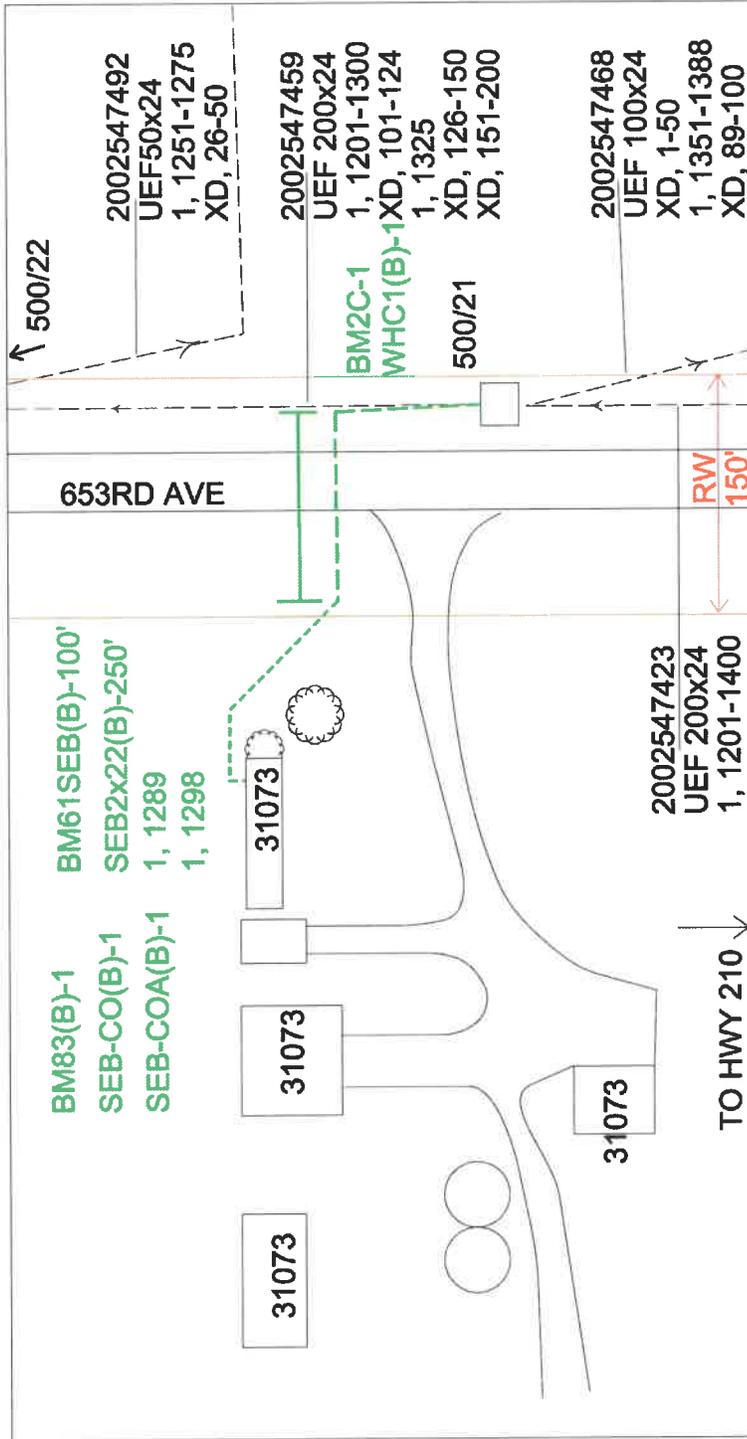
- Interstate
- State Highway
- County Road
- Local Road
- Waterway
- Water
- Forest
- Other Land Use
- Other



WORK AREA



85



UNIT CODE	ESTIMATED QUANTITY	AS BUILT QUANTITY	NOTE AREA:

CALL ONE-CALL: 1-800-282-8989  
 48 HOURS PRIOR TO CONSTRUCTION.  
 EXCH NAME: MXWL DATE: 9/23/20  
 WO#: 713309081-00252  
 TITLE:  
 TWS: 82N RNC: 22W SEC: 22  
 DRWN: SRS ENG: SRS PRINT #: 1

**windstream.**  
 ALL KNOWN OBSTRUCTIONS HAVE BEEN SHOWN.  
 THOSE AND OTHERS, IF ANY, ARE THE RESPONSIBILITY OF THE CONTRACTOR OR THE WINDSTREAM CREW.



**STORY COUNTY  
BOARD OF SUPERVISORS**

**LISA HEDDENS  
LINDA MURKEN  
LAURIS OLSON**

Story County Administration  
900 Sixth Street  
Nevada Iowa 50201  
515-382-7200  
515-382-7206 (fax)

DATE: October 5, 2020

TO: Story County Supervisors  
FROM: Linda Murken, Board Chair  
SUBJECT: Criteria for Re-Closing Offices or Buildings

As we reopen county offices and buildings to the public, after closing them on March 27, 2020, we need to have an idea under what circumstances we would re-close an office or offices, or a building or buildings.

The factors that led us to re-open the Administrative Building, the Justice Center and the Engineer's/Secondary Roads office included:

- A decline in the new positive COVID-19 case rate in Story County and
- Mitigation efforts in place in Story County operations, to include a requirement that face coverings be worn in county buildings when not able to social distance, revised capacity rates in our public meeting rooms to accommodate social distancing, utilizing electronic means to conduct meetings and provide public access, increased sanitation products and protocols, installing Plexiglas shields for customer-facing work stations.

Factors which might increase rates include:

- The Governor has lifted bar closing restrictions in Story County, effective Monday, October 5;
- With colder weather, outdoor dining will no longer be possible, which will probably increase the number of people eating in indoors in restaurants;
- In-person socializing will be moving indoors in private residences;
- Schools are open and many students are participating in in-person learning and
- Influenza season is upon us.

The purposes for re-closing offices or buildings would be the same as our initial closing, which was to protect the health of our employees and members of the public, by slowing the spread of the virus. The experience of the last six months has shown that we can provide services to the public through means other than in-person (mail, telephone, email, website) when necessary.

Suggested criteria to consider for possible new re-closing decisions:

- A two-week increase in the new positive COVID-19 case rate in Story County;
- Significant problems in enforcing our social distancing and face covering requirements for county buildings;
- A significant increase in the number of positive COVID-19 cases among Story County employees.

Special Considerations:

- If we re-close the Administration Building, the Auditor will need to ensure that early in-person voting options for the November 3 election remain available.
- If we re-close portions of the Justice Center but the Courts continue operation, we will need to continue to provide access and support for Court operations.

LM

## IDPH Adjusts Quarantine Recommendations

Having trouble viewing? [View this as a webpage](#)



Protecting and Improving  
the Health of Iowans

9/29/2020

## IDPH Media Release

### FOR IMMEDIATE RELEASE

Contact: Amy McCoy  
[amy.mccoy@idph.iowa.gov](mailto:amy.mccoy@idph.iowa.gov)

---

## IDPH Adjusts Quarantine Recommendations

The Iowa Department of Public Health (IDPH) is making a change on quarantine recommendations for people that have been exposed to a positive case of COVID-19. This applies in *non-healthcare, non-residential* settings only. This includes businesses, education and child care settings.

- Close contacts of COVID-positive cases will no longer need to quarantine for 14 days if a face covering was worn consistently and correctly by the positive case and close contacts. The positive case must isolate. The close contacts should self-monitor.
  - Self-monitoring entails close monitoring for COVID-19 symptoms over the subsequent 14 days, staying home if any symptoms develop, and speaking with a healthcare provider about COVID-19 testing in the case of any illness.
  - If people who are self-monitoring become ill but do not get tested, they should remain home until 10 days after symptom onset.
- People currently in quarantine may be released from quarantine if a face covering was worn consistently and correctly by the positive case and close contacts during exposure.
- If the positive case wore a face covering, but close contacts did not, those close

contacts must be quarantined.

- If the positive case did not wear a face covering, close contacts must quarantine whether or not they wore a face covering.
- Quarantine of close contacts will still be necessary in residential and healthcare settings.

Please find an infographic depicting the new IDPH recommendations at <https://idph.iowa.gov/Portals/1/userfiles/61/covid19/resources/WhenToQuarantine.pdf>

Masks are proven to be effective in preventing the spread of COVID-19. Increased mask use will reduce the number of individuals that need to quarantine. Along with wearing a face covering, we ask that everyone continue all recommended public health strategies:

- Stay home when sick.
- Maintain social distancing of at least 6 feet whenever possible.
- Wash hands frequently.

This approach is based on data and focused feedback from community and school leaders over the past month indicating that transmission is not frequently occurring when both parties are wearing face coverings consistently and correctly. Additionally, we are aware of other jurisdictions, including Nebraska and Wyoming, that have made similar changes based on experiences in their states. We will continue to make recommendations based on best available information and adjust when needed.



Story County Planning and Development Department  
Administration Building  
900 6<sup>th</sup> Street, Nevada, Iowa 50201

Ph. 515-382-7245  
[www.storycountyiaowa.gov](http://www.storycountyiaowa.gov)

## MEMORANDUM

---

**MEETING DATE:** Oct 6, 2020

**TO:** Story County Board of Supervisors

**FROM:** Jerry L. Moore, Planning and Development Director

**RE:** **Request to permanently expand Planning and Development Department planning internship program hours and also create new temporary planning intern position for only FY21.**

### **Background**

The Planning and Development Department is requesting to permanently expand the current internship program hours through the academic year, from August through May, from up to 15 hours a week to a maximum of up to 20 hours a week. We also request support of a new temporary planning intern position for only FY21.

### **Growth in Department**

Over the last five years, nearly 700 zoning permits were issued for single family dwellings, additions to dwellings, commercial buildings, accessory structures and over 200 development cases for subdivisions, conditional use permits, rezonings, variances, and we worked on numerous special projects from the annual Work Program. Our department received and processed the largest number of zoning permit applications submitted for the second quarter this year compared to the last three years second quarters. Also, 2018 resulted in the highest number of zoning permit and development case application submittals compared to the previous three years and zoning permit application and development case application submittal numbers will likely remain at levels consistent from the previous year. Current and future work activities and responsibilities need to be managed, organized, scheduled, and administered by staff. These activities include; customer inquiries and phone calls involving land use and land division related inquires, property research requests, Ames Urban Fringe Plan (AUFPP) projects, annexations, flood plain permit applications, agricultural exemptions, home business permit applications/renewals, Conceptual Review meetings, code enforcement cases and follow-ups, annual Work Program items including a significant amendment to the AUFPP, assisting Emergency Management Agency with the August 10 derecho, administering the County's vegetative debris site, ongoing Emergency Operations Center training, participation in the Watershed Assessment Workgroup, Housing Study staff group, and various other committees and workgroups.

### **Work Forecast**

Each year the Planning and Development Department meet with the Planning and Zoning Commission and the Board of Supervisors to discuss past projects and develop a list of new special projects for the upcoming year. Of the 25 work program items for 2020, over ½ of the items

are from the implementation matrix of the 2036 Cornerstone to Capstone Plan. Our interns have been very beneficial in performing research and providing input on data collected for work program assignments, development cases, and with the demand for Planning and Development to accomplish additional items, their assistance is greatly needed. Our interns often receive direction and take the lead on several work program items. Emily, our currently planning intern is currently working on three of the Work Program items. While we are actively working on the high priorities, we will likely be short of our goal to complete 25 items by the end of this year. COVID-19 and the derecho caused temporarily delays to our planned work priorities. Planning and Development Department staff also have several work assignments identified in the County's 2019-2023 Strategic Plan, and Watershed Implementation Matrix that need to be addressed.

### **Benefits to planning staff, customers and Story County**

We have hired talented undergraduate and graduate students mostly in Community and Regional Planning and related fields from Iowa State University and University of Iowa who have been instrumental in assisting planning staff with a number of assignments including research on zoning permit applications, property research and Land Evaluation Site Assessments (LESA), development cases, use of GIS for public notices and LESA, updating files, site review, preparing documents for posting on Intranet for Conceptual Review, attending PZC, BOA & BOS meetings, and filling in to answer phones & greet customers when Administrative Assistant was out of the office.

### **Promotes planning and prepares planning interns for meaningful employment**

The candidate pool for perspective interns has increased because Planning and Development and Story County provide an internship experience that is highly regarded and valued by college students. Interns are working in unison with planning staff and obtaining valuable and useful experience that is marketable when they seek employment. Through the Planning and Development internship program, we have developed a good relationship with the Iowa State University Community and Regional Planning Department Chair. Consequently, I participated in forum with other intern employers held by a national accreditation committee to provide input on our relationship with the Iowa State University Community and Regional Planning program. Amelia Schoeneman started as an intern and due to the Planning and Development workload and her interest and abilities in planning, she was hired as a planner. My interest and passion in the field of planning was due to an internship I obtained from the City of Ankeny in the Community Development Department while I attended Iowa State University.

### **Need**

In response to the current and projected Planning and Development work activity levels, increasing the hours for the current planning intern and creating a new temporary planning intern position for FY21 will provide a decent level of increased assistance. In the near future, however, creating a new planner position may be necessary as the work activity levels increase. Part of the need to request assistance has to do with the departure of the Planning and Development Department Director. In response, the Board approved the internal appointment of one of the planners to serve as the interim director while a search for the director occurs. In this instance, the interim director will be required to handle administrative department tasks, including oversight of the department and staff as well as their normal planner position responsibilities. The request for additional hours for the current planning intern and the requested new temporary planning intern will contribute toward addressing the current and future department work load.

### **Funds**

The Board of Supervisors approved funding of \$9570 for FY21 for the current planning intern position. An increase from up to 15 hours to up to 20 hours a week during the academic year would

be an increase of \$2090 for FY21. Also, funding for a new temporary planning intern position for only through FY21 would be \$6820 with a total combined approximate increase of **\$8910 for FY21**. With this request, the Board may also consider the salary cost savings from not paying the salary/benefits of the director during the interim period with a salary increase to the interim director.

**Request**

Based on the current and future activity levels of the Planning and Development Department, the impact of the departure of the Planning and Development Department Director, the benefits provided to Planning staff, which ultimately improves service to the citizens of Story County, and the benefits to planning interns in providing them with valuable work experience that can transition to meaningful employment, we respectfully request the Board of Supervisors support the increase of \$2090 for FY21 for the current planning intern position and \$6820 for a new temporary planning intern position through FY21 for a combined approximate total increase of **\$8910 for FY21**.



Story County Planning and Development  
Administration Building  
900 6<sup>th</sup> Street, Nevada, Iowa 50201

Ph. 515-382-7245 Fax 515-382-7294  
[www.storycountyiowa.gov](http://www.storycountyiowa.gov)

## MEMORANDUM

**MEETING DATE:** October 6, 2020

**TO:** Story County Board of Supervisors

**FROM:** Jerry L. Moore, Planning and Development Director & Stephanie Jones, Administrative Assistant II

**RE:** Request to switch from PayPal to Heartland for credit card payment processing of zoning permit and development applications on Citizenserve.

### Background

On July 14, 2020 the Board of Supervisors approved Planning and Development staff's recommendation to use PayPal for processing credit card payments through Citizenserve, the County's new zoning and development application submittal system. The primary reason for recommending the switch from Heartland (previous credit card payment processor) was to avoid having the County pay Citizenserve the \$5000 processing fee to integrate Heartland into the Citizenserve system.

Of the several credit card payment processing companies currently integrated with Citizenserve, PayPal was one of the top three credit card payment processors used by Citizenserve clients. After launching PayPal we soon discovered two things:

- Inconsistencies in the billing fees compared to the actual permit fees.
- PayPal charges the entity with the business account (Story County) their 2.9% and .30 for each transaction, not the customer.

PayPal's system of how they calculate their extra fees created problems. The example below explains the issue better for how we were attempting to pass the fees to our customers:

- Citizenserve added PayPal's 2.9% and .30 cents to the permit fee and passed that total to PayPal. PayPal consequently received a higher amount in percentage.
- A past permit for \$128.82. Citizenserve added the fees to total \$132.86
- When PayPal computed the charges it took \$132.86 times 2.9% plus .30 to total \$4.15 in fees which actually shorted the County 11 cents.

Our Citizenserve representative attempted to create ways to pass PayPal's fees on to our customers that were unsuccessful. As a result, Planning and Development staff turned off the on-line credit card feature on Citizenserve to investigate. During that time and currently, customers have the option of contacting Planning and Development staff to request our staff to run their credit card transaction manually, they can pay by check through the mail, use the Administration Building's drop box, or meet Planning and Development staff outside the Administration Building to submit a payment. We do not charge a fee for cash or check transactions.



### Treasurer's Office Position

As a consequence of what was learned from using PayPal, the Treasurer's Office staff recommend Planning and Development Department staff use Heartland to process credit card payments. Other County departments use Heartland to process their credit card payments including the Sheriff's Office, Auditor's Office, and the Treasurer's Office. The Treasurer's Office also have an established relationship with the company and their representatives, and have been satisfied with the company's service. Heartland and Citizenserve technical staff have done an initial review of the API connection and plan to meet to discuss integration details, however, a Citizenserve technical representative's initial assessment was that Heartland's current setup may accommodate the needs of Citizenserve. Consequently, the \$5000 integration fee may not likely be needed as less work may be involved to integrate Heartland into Citizenserve. If however, after their meeting and further exploration of the systems they learn that further integration work of Heartland's system into Citizenserve is needed, Ted Rasmussen, Story County Treasurer agreed to request the Board to support the \$5000 integration fee at a future Board meeting.

### Benefits of Using Heartland

1. Treasures staff are familiar with the company, its representatives, and have been satisfied with the company's services.
2. Heartland's processing fees are the lowest (\$2.25 per transaction) compared to the other credit card payment processing companies currently integrated by Citizenserve.

### Zoning Permit and Development Application Fee Comparison – Heartland and PayPal

The benefit of using Citizenserve is the ability of the general public to submit a zoning permit application, project drawings, and related documents and pay with a credit card from their home or work computers or other electronic devices. The general public also has the option of paying their fees with a check and/or cash.

- **\$30 zoning permit** - the processing fee with **PayPal is \$1.17** compared to **.68 cents for Heartland**, a difference of **.49 cents**.
- **\$275 Conditional Use Permit application** - the processing fee with **PayPal is \$8.28** compared to **\$6.19 with Heartland**, a difference of **\$2.09**.
- **\$500 zoning permit for a new single family dwelling** - the processing fee with **PayPal is \$14.80** compared to **\$11.25 with Heartland**, a difference of **\$3.55**.

### Recommendation

Based on Planning and Development Department staff's experiences with PayPal, past history with using Heartland as our credit card payment processor, Heartland's low customer transaction fees, and the Treasurer's Office support and satisfaction to use Heartland for credit card payment processing, Planning and Development Department staff recommend the Board of Supervisors support using Heartland. The primary reasons include:

1. \$5000 integration fee may not be required.
2. No annual or monthly fees.
3. Low customer credit card transaction fees (2.25%).
4. No charge from Citizenserve and Citizenserve receives no royalties from Heartland.
5. General public access to Citizenserve and the Heartland payment system will be available 24/7.



Based on the background and analysis of the above information, Planning and Development staff recommend the Board of Supervisors approve **alternative 1**.

1. **The Story County Board of Supervisors approve the use of Heartland for processing the general public's credit card payments for zoning permits, development case applications, and related items on Citizenseve.**
2. The Story County Board of Supervisors deny the use of Heartland for processing the general public's credit card payments for zoning permits, development case applications, and related items on Citizenseve.
3. The Story County Board of Supervisors tables this item and requests Planning and Development staff to further evaluate other payment processors for zoning permits, development case applications, and related items to use with Citizenseve and requests the item be brought back to a future Board meeting for consideration.



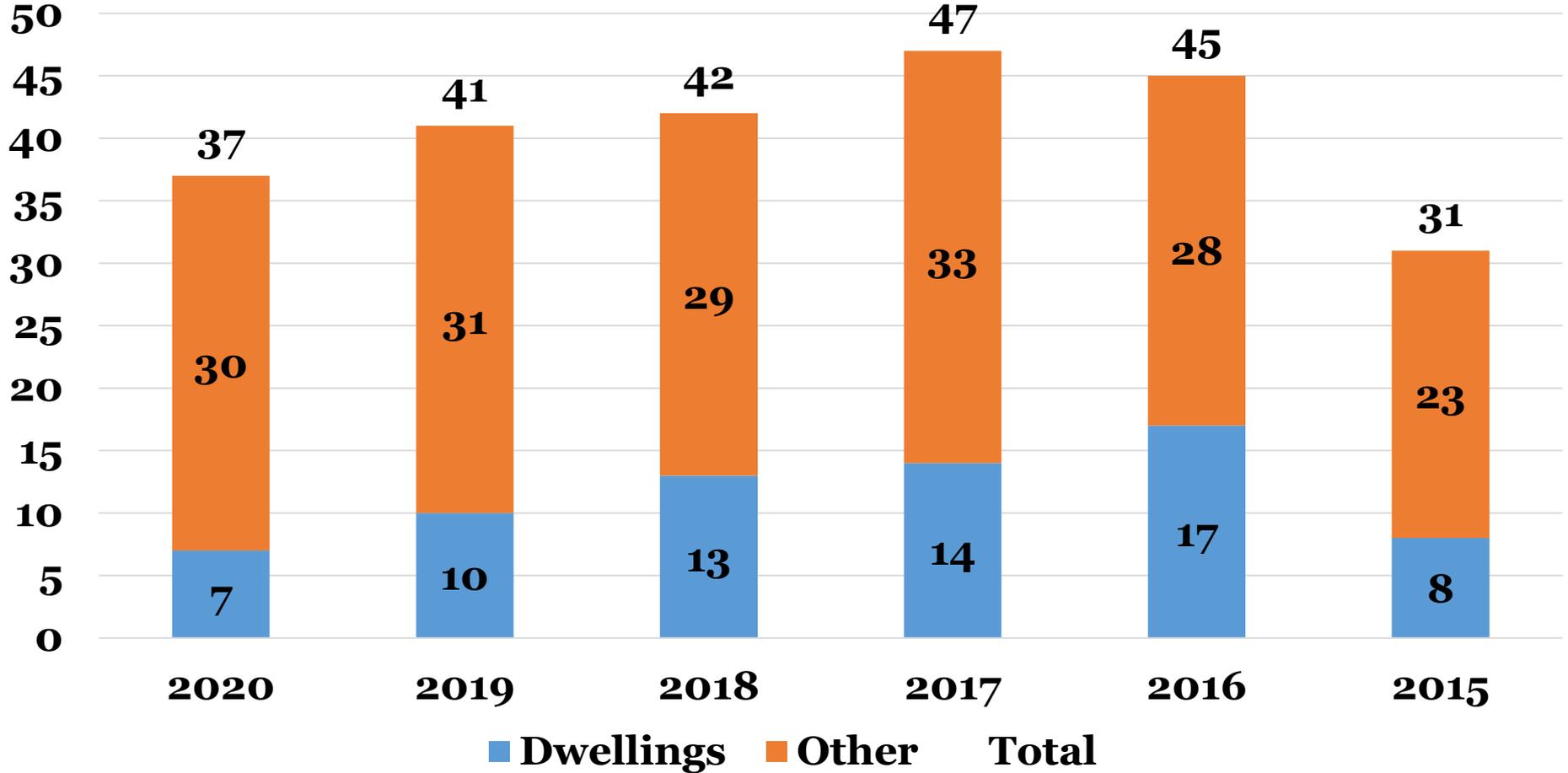


## **Board of Supervisors**

**Planning and Development Department  
Quarterly Report—Third Quarter 2020**

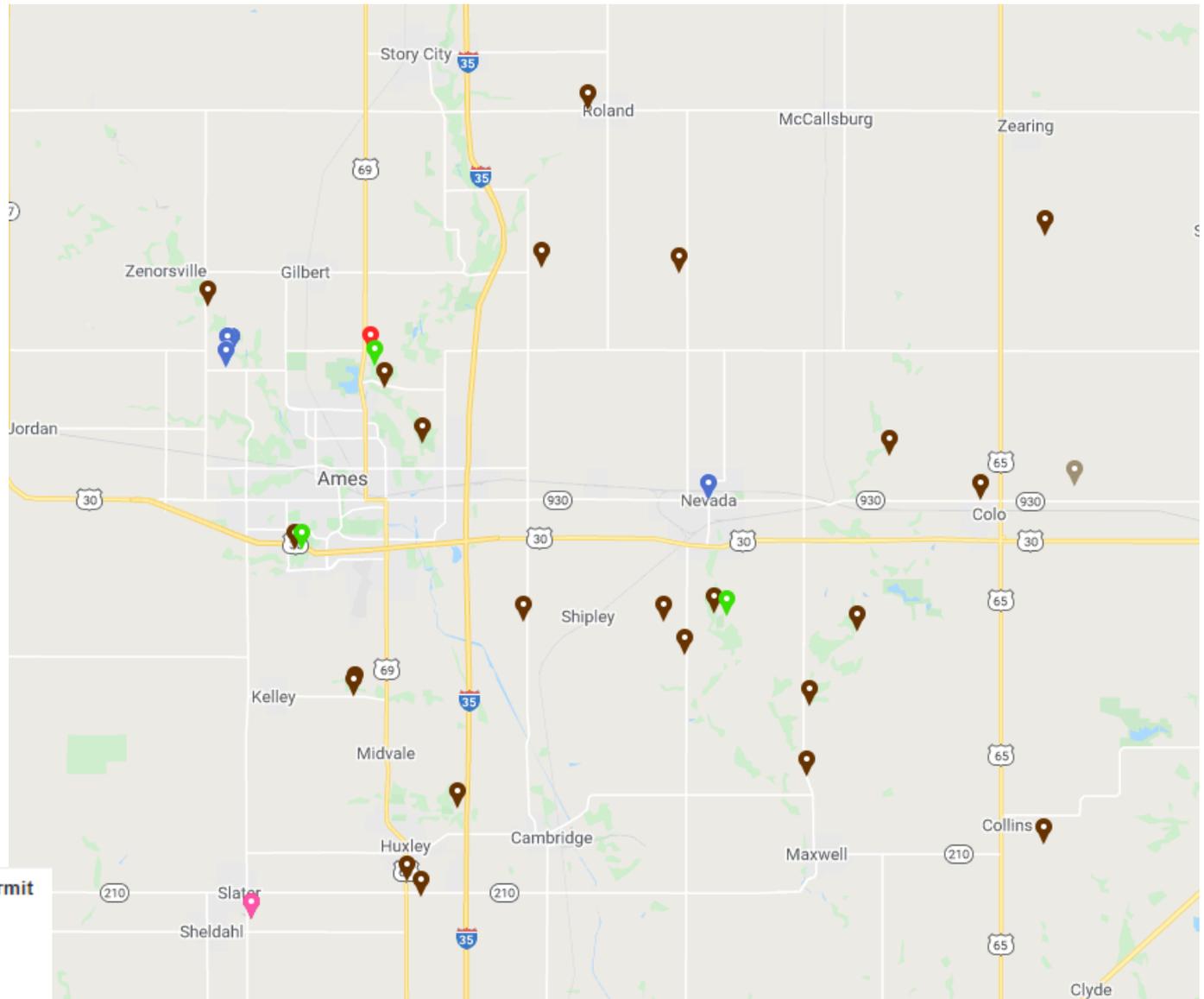
**Tuesday, October 6, 2020**

# Third Quarter Zoning Preliminary Zoning Permits Compared



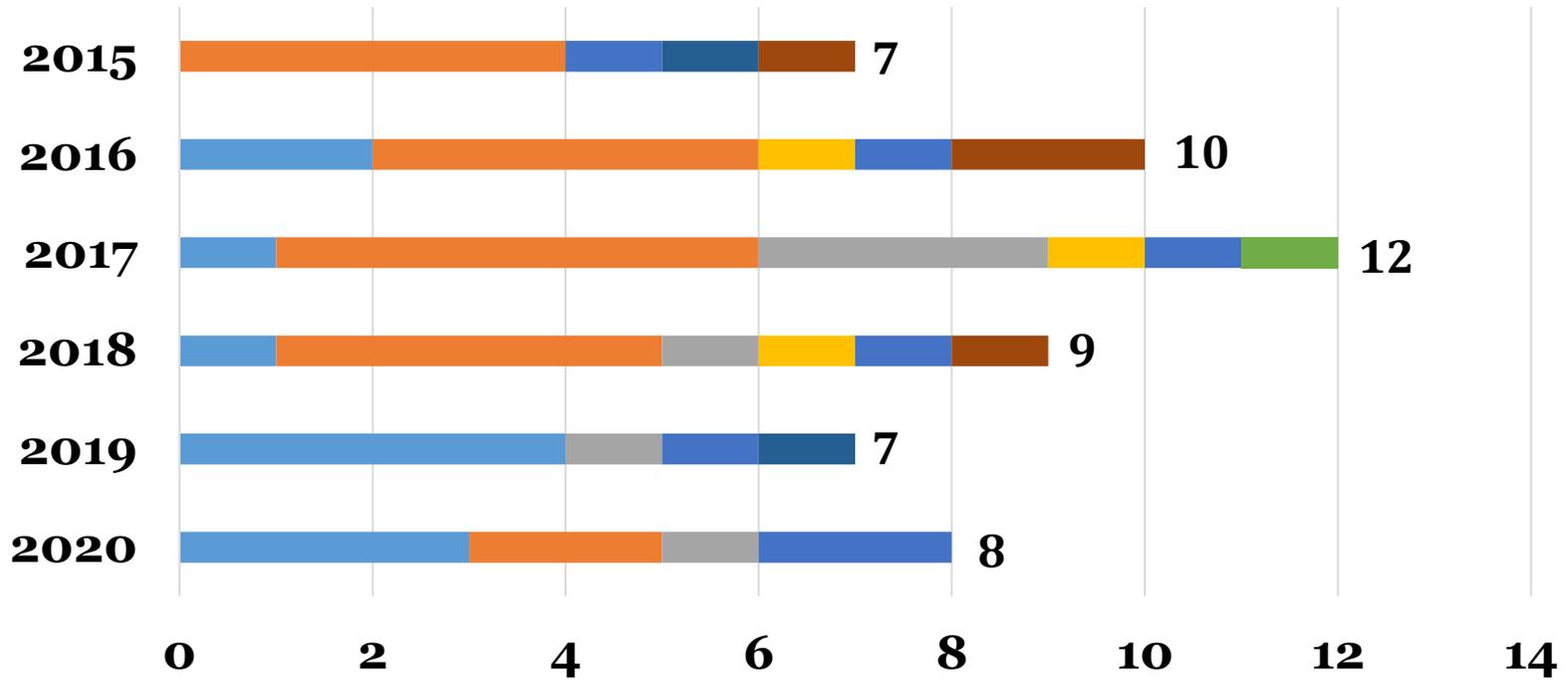
- One dwelling was a mobile home
- Six dwelling addition permits
- Four solar arrays
- Average dwelling value was \$280,288 in 2020; increase from second quarter 2020 (\$266,068) and highest third quarter value since 2015 (\$247,613)

# Map of Third Quarter Permits Issued in Citizenserve



-  Floodplain Development Structural Permit
-  Floodplain Development Final Permit
-  Other
-  911 Permit
-  Demolition
-  Residential

# Development Activities: Third Quarter Compared



	2020	2019	2018	2017	2016	2015
<b>CUP</b>	3	4	1	1	2	0
<b>Subdivisions</b>	2	0	4	5	4	4
<b>Rezoning</b>	1	1	1	3	0	0
<b>Site Development Plans</b>	0	0	1	1	1	0
<b>Variations</b>	2	1	1	1	1	1
<b>Vacations</b>	0	0	0	1	0	0
<b>Ordinances</b>	0	1	0	0	0	1
<b>Road Renamings</b>	0	0	1	0	2	1

## **Other Activities**

- **Two special event applications**
- **Two Ames Urban Fringe Plan Amendment Requests**
- **August 10 Derecho and establishing Vegetative Debris Site**
- **Citizenserve permitting roll out**
- **Insignificant Modifications to CUPs: one in 2020 third quarter (compared to two in 2019)**
- **Property Research: five in 2020 third quarter (10 in 2019, eight in 2018)**
- **Conceptual Review: four in third quarter 2020 (compared to two in 2019 and four in 2018 third quarter)**
- **Mobile Home Park Inspections**
- **Code Enforcement – 22 on-going cases**

## **Upcoming Cases/Items**

- **Prairie Valley First Addition Final Plat**
- **Key Cooperative rezoning and site plan for Zearing Grain Elevator Project**
- **Nevada Waste Water Treatment Plant and Sanitary Sewer route - CUP**
- **City of Cambridge Waste Water Treatment Plant Outfall Pipe - CUP**
- **Raspberry Hill B & B & Board of Adjustment lawsuit – Submitted by Palensky**
- **Assisted with writing grant for Head Waters of South Skunk River Watershed**
- **Reviewed proposed changes to Chapter 80 Flood Plain Management Program & held Conceptual Review meeting – part of new flood plain map adoption process**

# Work Program Tier 1 High Priorities

Source:  
O-Other  
C2C Plan

- O-Construction/Demolition Landfill (Working on Guidance Document)
- C2C-Audit regulations to determine whether we have Smart Development Practices that limit disaster impacts. (Updated PZC)
- O-Identify and determine if subdivision roads including private drives in unincorporated Story County have been dedicated to the public. Report on the history, purpose, and current signage of these roads. (County Attorney's Office reviewing)
- O-Ames Urban Fringe Plan – prepare resolution to extend deadline, prepare schedule for future discussion and action. (Met with Ames and Gilbert Representatives, further work beginning after Ames 2040 Plan Finalization – Early 2021)
- O/C2C-Conduct a comprehensive review of Land Development Regulations, including rezonings, as necessary to implement C2C and future land use map and review regulations adopted prior to 1985 for obsolete, ineffective or unenforceable regulations. (P&D Dept staff review )
- C2C-Review parking standards. (Researching)
- C2C-Review lighting standards. (Researching)

# Work Program Tier 1 High Priorities

- O-Exploration of cities in Story County, adjacent, and other counties with building codes - pros and cons and cost benefit analysis. (Researching)
- O-Consider requesting Board of Supervisors to set policy waiving zoning permit and development application fees to Cities, States, School Districts and State agencies – Conduct County-wide department assessment. (Follow-up)
- O-Consideration of conservation/sustainability design standards for all County development. (Researching)
- O-Citizenserve permitting and development case software implementation. (Zoning Permit Application submittals are active -working on Development Case Applications with Citizenserve consultant)
- **O-Watershed Assessment High & Medium Priorities** – Sensitive Environmental Areas Enhancement and Protection Program, Erosion Control & Stormwater Management & Municipal Outreach (See Watershed Assessment Implementation Matrix for details). (P&D and SCCB updating natural resource maps and P & D prepared flow charts for developers/builders and property owners on County Erosion Control ordinance.)

# Work Program Select Tier 2 Medium Priorities

- C2C-Review and consider ways to connect streets and trails for a unified transportation network appropriate to Story County. (Met with County Engineer and SCCB Director – discussed plan to address item)
- C2C-Designate Natural Resource Areas on future land use map (P&D staff review to be completed by 10-9-20 – sent west ½ of County maps/data to Story County Conservation for review)
- O-Explore options/regulations for reusing existing accessory structures and construction of new accessory structures (Reviewing research)
- O-Explore opportunities in other areas of the County (Iowa Center and Shipley) to assess and respond to needs, similar to the work completed in Fernald (Work Program 2018) (Did survey, collected results, dept staff sent additional comments, collected results, currently evaluating)
- **O-Strategic Plan High Priorities** – Access broadband connectivity, Central Mission Statement, Explore partnerships such as 28E's to provide existing services efficiently, Conduct study assess needs for enhanced security, Develop metrics to determine which roads get improved, Seek out public-private partnerships to improve transportation networks, Access and create plan to address internal technology needs and upgrades, Develop, implement and monitor strategies and partnerships to build upon county-wide watershed assessments (See Strategic Plan 2019-2023 for details). (Interest in assisting with Broadband analysis - item to be before BOS.)

## 2020 Urban Renewal Area Applications Received and Tentative Schedule

Applicant	Category	Project Title	Amount Requested	Match Amount	Total Project Costs
Ames Main Street	Main Street and Town Center Revitalization	Downtown Ames Beautification Overhaul	\$ 23,359	\$ 6,800	\$ 27,159
City of Cambridge	Communication and Utility Infrastructure Expansion	Cambridge City Center Backup Generator	\$ 22,500	\$ 7,500	\$ 30,000
City of Story City	Public Land and Trail Improvement	Interstate 35 Business Sign Enhancement	\$ 8,240	\$ 2,749	\$ 10,989
City of Zearing	Main Street and Town Center Revitalization	Zearing Community LED Signage	\$ 20,025	\$ 6,675	\$ 26,700
Total Requests			\$ 74,124		
<b>Date/Deadline*</b>	<b>Task/Item</b>				
18-Jun-20	Pre-Application Conference at 2:00 pm via Zoom				
27-Jul-20	Applications due by 4:30 pm				
4-Aug-20	Board of Supervisors acknowledges receipt of applications and approves schedule				
17-Aug-20	Consultation meeting notices sent (include project applications, existing URA Plan, proposed properties to be included in Ordinance, and schedule for presentations by applicants to the Board of Supervisors)				
15-Sep-20	Presentations to the Board of Supervisors				
	Consultation meeting (affected taxing entities have 7 days to recommend, in writing, any modifications.)				
	Auditor presents report to Board of Supervisors				
22-Sep-20	Written recommendations on potential projects from affected taxing entities due				
06-Oct-20	Discussion and direction by the Board of Supervisors on proposed amendments to staff				
13-Oct-20	Resolution setting public hearing date for Resolution adopting amended plan				
	Board of Supervisors directs staff to place draft amended plan on County's website				
20-Oct-20	Time period for BOS to respond to taxing entities - no later than seven days before the public hearing on the proposed plan is held)				
27-Oct-20	Public hearing - Resolution approving amendments to the Urban Renewal Plan - Story County Urban Renewal Area				