

The Board of Supervisors met on 8/18/20 at 10:00 a.m. in the Story County Administration Building. Members present: Linda Murken, Lisa Heddens, and Lauris Olson, with Murken presiding. (all audio of meetings available at storycountyiowa.gov). Murken read the special note to the public: due to recommendations to limit gatherings in order to help slow the spread of the COVID-19 virus, public access to the meeting will be provided via Zoom meeting originating from the Story County Administration Building.

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

UPDATES ON COVID-19 – Heddens reported on issues with the Iowa Department of Public Health (IDPH) website data and skewed COVID-19 statistics.

UPDATE ON STORY COUNTY HOUSING STUDY AND NEEDS ASSESSMENT FROM RDG PLANNING AND DESIGN – Charlie Cowell, RDG, provided on the housing study and needs assessment, a countywide study excluding the City of Ames. He reported on work to date and upcoming phases, including a timeline.

PROCLAMATION OF SEPTEMBER AS NATIONAL RECOVERY MONTH – The Board read the proclamation.

Olson moved, Heddens seconded the approval of the Proclamation of September as National Recovery Month. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) re-hire, effective 8/19/20, in Auditor's Office for Susan Braland @ \$15.00/hr; Kathy McElroy @ \$15.00/hr; Lauri Shinn @ \$15.00/hr. Heddens moved, Olson seconded the approval of Personnel Actions as presented. Roll call vote. (MCU)

CLAIMS: 8/20/20 Claims of \$770,024.92 (run date 8/14/2020, 33 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from Central Iowa Drug Task Force (\$5,942.21), Holding-Seized Funds (\$12,801.25), BooST Early Childhood (\$6065.81), Emergency Management (\$21,035.24), E911 surcharge (\$653.04), County Assessor (\$5,394.74), Ames City Assessor (\$17,555.49), and Central Iowa Community Services (\$150,619.71). Olson moved, Heddens seconded the approval of Claims as presented. Roll call vote. (MCU)

Murken asked to remove item #1 for individual consideration. Heddens moved, Olson seconded approval of the Consent Agenda with noted change.

2. FY21 Provider and Program Participation Agreement with Central Iowa Juvenile Detention Center, effective 7/1/20-6/30/21: Substance Abuse Civil Commitment Transportation \$50.50/hour; Substance Abuse Civil Commitment Transportation – Matron \$25.98/hour
3. FY21 Provider and Program Participation Agreement with the Heart of Iowa Regional Transit Agency (HIRTA), effective 7/1/20-6/30/21: Transportation County (not to exceed \$110,868.00) \$28.86/one-way trip; Transportation County carryover from FY20 Funds (not to exceed \$12,630.00) \$28.86/one-way trip; Transportation County-Local Option (not to exceed \$2,988.00) \$28.86/one-way trip; Transportation County-Local Option carryover from FY20 Funds (not to exceed \$3,000.00) 28.86/one-way trip
4. FY21 Provider and Program Participation Agreement with Mid-Iowa Community Action (MICA), effective 7/1/20-6/30/21: Child Dental Clinic (not to exceed \$900.00) \$503.82/clinic hour; Clinics-Fluoride (not to exceed \$150.00) \$73.06/clinic hour; Food Pantry (not to exceed \$6,242.00) \$10.55/client contact; Carryover from FY20 Funds to Family Development Steps to Success (not to exceed \$2,456.32) \$10.554/client contact, to extend the Anti-heroin Task Force Grant Program to expire on 6/30/21
5. Resolution #21-12, to abate property taxes on a parcel owned by a political subdivision
6. Contract for Highway Right-of-Way with Renee M. Snow Revocable Trust for the purchase of permanent easement for \$205.28(L-WAR6--73-85)
7. Contract for Highway Right-of-Way with Van L Gaulke And Ann M Evans for the purchase of permanent easement for \$931.35(L-NA18--73-85)
8. Service Agreement with Ahern Fire Protection for annual fire sprinkler inspection for \$905.00
9. Road Closure Resolutions: #21-07 through #21-20
10. Utility Permit: #21-5161

Roll call vote. (MCU)

1. Amendment of Modification of Contract between Immigration and Customs Enforcement (ICE) and Story County- Federal Contract – *Confidential* – Olson noted this is an amendment, not a new contract. Connie Toresdahl, Sheriff's Office, reported evaluating and re-appropriating funds to cover facility costs due to COVID-19. Amendments include cutting \$23,730.00 from care and keep and \$3,261.71 from inmate transport/guarding, with a resulting ending balance of \$21,768.29 allocated for our inmates. Olson moved, Heddens seconded the approval of amendment of modification of Contract between ICE and Story County. Roll call vote. (MCU)

UPDATE ON FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) AND CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY (CARES) ACT FUNDING AND CONSIDERATION OF RESOLUTION #21-13, REQUESTING REIMBURSEMENT FROM THE IOWA COVID-19 GOVERNMENT RELIEF FUND – Sandra King, External Operations Director, requested the resolution to be removed and considered next week when additional information will be available. King reported the resolution will cover July and then be ongoing. Leanne Harter, County Outreach and Special Projects Manager, reported on the process of requesting federal assistance, including deadlines. The Attorney's Office will provide direction on public health contractual costs. Discussion took place. Darren Moon, Engineer, added the County submit a FEMA application just for Secondary Roads; Harter will apply for countywide costs outside of Secondary Roads. Moon estimates the derecho storm costs at \$75,000.00 including the additional cost for debris hauling and burning.

WORDING FOR PLAQUE ACKNOWLEDGING STORY COUNTY'S FINANCIAL SUPPORT FOR THE STORY CITY CAROUSEL PAVILION RENOVATION PROJECT – Leanne Harter, County Outreach and Special Projects Manager, reported the work is now complete and recommended some ideas. Karen Hermanson, member of the Story City Greater Chamber Connection reported on options, and thanked the Board for its support. Olson suggested County of Story County. Alissa Wignall, Internal Operations and Human Resources Director, reported on the County's legal name: County of Story, Iowa. Heddens moved, Olson seconded the approval of wording for plaque acknowledging

Story County's financial support for the Story City Carousel Pavilion Renovation Project as County of Story, Iowa.
Roll call vote. (MCU)

STORY COUNTY OPENING VEGETATIVE DEBRIS MANAGEMENT SITE FOR DEBRIS FROM 8/10/20

DERECHO STORM – Jerry Moore, Planning and Development Director, reported on need as well as state and federal rules for processing vegetative debris. Amelia Schoeneman, County Planner, reported on possible locations and lease costs. Secondary Roads and Conservation have also weighed in. Discussion took place. Staff recommends a location in Milford Township. Moore reviewed the action steps recommended to the Board, including direction to staff, and necessary documents and contracts. The Board of Adjustment may need to hold a special meeting regarding the necessary permits. Outreach is necessary to inform the public of location and regulations, including signage. Additional discussion took place. Schoeneman reported the cost of the ten-acre Milford Township location is \$900.00 per acre. Moore reported on timeline. Olson moved to approve contracting with the Milford Township site with the appropriate party in the amount at \$900.00 per acre per year for Story County to open a vegetative debris management site for debris from the 8/10/20 Storm. Motion died for a lack of a second. Heddens moved to approve negotiating for the ten-acre Milford Township location at \$900.00 per acre for Story County to open a vegetative debris management site for debris from the 8/10/20 Storm. Motion died for a lack of a second. Additional discussion took place. Olson moved to direct staff to move forward with securing a tentative agreement, subject to a decision to go forward with the plan, to lease ten acres of land at \$900.00 an acre with the option to renew annually for any type of debris. Heddens seconded. Roll call vote. (MCU) Additional conversation took place.

ENVIRONMENTAL HEALTH QUARTERLY REPORT – Director Margaret Jaynes, in addition to the submitted written report, reported, due to the storm and electricity outage, private wells should be shocked.

REPORT ON STORY COUNTY'S SUBMITTED TO THE AMERICAN WIND ENERGY ASSOCIATION'S

COUNTY SEAL PROGRAM – Leanne Harter, County Outreach and Special Projects Manager, reported Story County was awarded the silver seal.

UPCOMING AGENDA ITEMS: Murken a debris management plan will be discussed next Tuesday.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE

SUPERVISORS: All Board members reported on multiple calendar items. Murken stated there is an Emergency Management link on Story County website for individual assistance related to the derecho.

Heddens moved, Olson seconded to adjourn at 12:38 p.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Agenda
8/18/20

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, public access to the meeting will be provided via Zoom.

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

Due to limited access at the Story County Administration Building, meetings of the Story County Board of Supervisors are held via Zoom Web/ Teleconference.

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

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

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

To join the meeting by telephone:

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

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

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

2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. 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. AGENCY REPORTS:
10. Update On Story County Housing Study And Needs Assessment From RDG Planning And Design - Leanne Harter

Department Submitting Board of Supervisors

Documents:

RDG.PDF

11. Consideration Of Proclamation Of September As National Recovery Month - Community And Family Resources

Department Submitting Board

Documents:

RECOVERY MONTH PROCLAMATION STORY.PDF

12. CONSIDERATION OF MINUTES:

13. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1)re-hire, effective 8/19/20, in Auditor's Office for Susan Braland @ \$15.00/hr; Kathy McElroy @ \$15.00/hr; Lauri Shinn @ \$15.00/hr

Department Submitting HR

14. CONSIDERATION OF CLAIMS:

I. 8/20/20 Claims

Department Submitting Auditor

Documents:

CLAIMS 082020.PDF

15. 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 Amendment Of Modification Of Contract Between Immigration And Customs Enforcement And Story County
- Federal Contract - Confidential

Department Submitting Sheriff

II. Consideration Of FY 21 Provider And Program Participation Agreement With Central Iowa Juvenile Detention Center Effective 7/1/20-6/30/21;
Central Iowa Juvenile Detention Center - Substance Abuse Civil Commitment Transportation \$50.50/Hr; Substance Abuse Civil Commitment Transportation - Matron \$25.98/Hr

Department Submitting Community Services

Documents:

III. Consideration Of FY21 Provider And Program Participation Agreement With HIRTA Effective 7/1/20-6/30/21

HIRTA - Transportation County(Not to exceed \$110,868)\$28.86/One Way Trip;
Transportation County Carry Over From FY20 Funds (Not to exceed \$12,630)\$28.86/One
Way Trip; Transportation County-Local Option(Not to exceed \$2,988)\$28.86/One Way
Trip; Transportation County-Local Option Carry Over From FY20 Funds (Not to exceed
\$3,000)28.86/One Way Trip

Department Submitting Board of Supervisors

Documents:

HIRTA.PDF

IV. Consideration Of FY21 Provider And Program Participation Agreement With Mid Iowa Community Action Effective 7/1/20-6/30/21

Mid Iowa Community Action-Child Dental Clinic (Not to exceed \$900) \$503.82/1 Clinic
Hr; Clinics-Fluoride (Not to exceed \$150) \$73.06/1 Clinic Hr; Food Pantry (Not to
exceed \$6,242) \$10.55/1 Client Contact; Carry Over from FY20 Funds to Family
Development Steps to Success (Not to exceed \$2,456.32) \$10.554/1 Client Contact

Department Submitting Board of Supervisors

Documents:

MICA.PDF

V. Consideration To Extend The Anti-Heroin Task Force Grant Program To Expire On 6/30/2021

Department Submitting Sheriff

Documents:

ANTI HEROIN TASK FORCE GRANT.PDF

VI. Consideration Of Resolution #21-12, Abate Property Taxes On Parcel Owned By Political Subdivision

Department Submitting Auditor

Documents:

RES2112.PDF

VII. Consideration Of Contract For Highway Right Of Way With Renee M Snow Revocable Trust For The Purchase Of Permanent Easement For \$205.28(L-WAR6--73-85)

Department Submitting Engineer

Documents:

CTR ROW SNOW.PDF

- VIII. Consideration Of Contract For Highway Right Of Way With Van L Gaulke And Ann M Evans For The Purchase Of Permanent Easement For \$931.35(L-NA18-73-85)

Department Submitting Engineer

Documents:

CTR ROW.PDF

- IX. Consideration Of Service Agreement With Ahern Fire Protection For Annual Fire Sprinkler Inspection For \$905.00

Department Submitting Facilities Management

Documents:

STORY COUNTY.PDF

- X. Consideration Of Road Closure Resolution(S): #21-07,21-08, 21-09, 21-10, 21-11, 21-12, 21-13, 21-14, 21-15, 21-16, 21-17, 21-18, 21-19, 21-20

Department Submitting Engineer

Documents:

RC 21 08 TO 21 20.PDF
RC 21 22.PDF
RC 21 21.PDF

- XI. Consideration Of Utility Permit(S): #21-5161

Department Submitting Engineer

Documents:

UT 21 5161.PDF

16. PUBLIC HEARING ITEMS:

17. ADDITIONAL ITEMS:

- I. Update On FEMA And CARES Act Funding And Consideration Of Resolution #21-13, Requesting Reimbursement From The Iowa COVID-19 Government Relief Fund - Sandra King-Darren Moon-Leanne Harter

Department Submitting Board of Supervisors

Documents:

RESOLUTION 2113.PDF

- II. Discussion And Consideration Of Wording For Plaque Acknowledging Story County's Financial Support For The Story City Carousel Pavilion Renovation Project - Leanne Harter And Karen Hermanson

Department Submitting Board of Supervisors

- III. Discussion And Consideration Of Story County Opening Vegetative Debris Management Site For Debris From August 10, 2020, Storm - Jerry Moore And Amelia Schoeneman

Department Submitting Planning and Development

Documents:

MEMO.PDF

18. DEPARTMENTAL REPORTS:

- I. Environmental Health Quarterly Report - Submitted Report Only

Department Submitting Auditor

Documents:

ENVHLTH.PDF

19. OTHER REPORTS:

- I. Report On Story County's Submitted To The American Wind Energy Association's County Seal Program - Leanne Harter

Department Submitting Board of Supervisors

20. UPCOMING AGENDA ITEMS:

21. PUBLIC FORUM #2:

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

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

23. ADJOURNMENT:

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

Story County
Board of Supervisors
Agenda
8/18/20

NAME

ADDRESS

Constance Toresdahl

SCSO

Sandra King

BOS

Kaare Halter

BOS office



RECOVERY MONTH PROCLAMATION

WHEREAS, behavioral health is an essential part of health and one's overall wellness; and

WHEREAS, prevention of mental and/or substance use disorders works, treatment is effective, and recovery is vital to the well-being of the individual and the community; and

WHEREAS, proactively acknowledging and treating mental and/or substance use disorders is essential to achieving healthy lifestyles, both physically and emotionally; and

WHEREAS, we must encourage relatives and friends of people with mental and/or substance use disorders to implement preventive measures, recognize the signs of a problem, and guide those in need to appropriate treatment and recovery support services; and

WHEREAS, given the serious nature of this public health problem, we must strive to offer all persons the same opportunities for treatment and wellness; and

WHEREAS, approximately 100,000 Iowans currently receive treatment for mental illness or substance abuse addiction; and

WHEREAS, the COVID-19 epidemic poses new challenges to the citizenry of our great nation and illicit substance use has shown worrisome gains, and

WHEREAS, recent changes made in the state of Iowa and our nation make the personal possession of the opioid overdose reversal drug Narcan available and should be responsibly promoted, and

WHEREAS, to help more people achieve and sustain long-term recovery, the U.S. Department of Health and Human Services (HHS), the Substance Abuse and Mental Health Services Administration (SAMHSA), the White House Office of National Drug Control Policy (ONDCP), and the Story County Board of Supervisors invite all residents of Story County to participate in **National Recovery Month** and by virtue of the authority vested in us by the laws of Story County, do hereby proclaim the month of September 2020 as **NATIONAL RECOVERY MONTH** in Story County, and call upon the people of Story County to observe this month with appropriate programs, activities, and ceremonies to support this year's **Recovery Month**.

In Witness Whereof, I have hereunto set my hand this 18th day of August, in the year two thousand twenty.


Linda Murken


Lisa Heddens


Lauris Olson


ATTEST: Lucy Martin, Auditor

Story County Housing Study



Process

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1. DISCOVER

Gather
Data



Review
Existing
Plans



Identify & Listen to
Stakeholders



Online
Survey

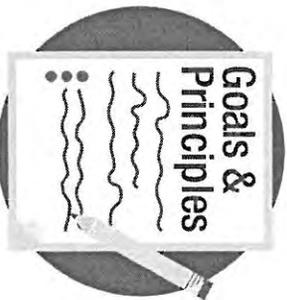


2. Identify Issues & Opportunities

Identify
Opportunities



Goals &
Principles

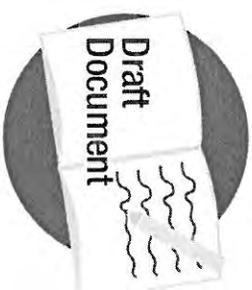


3. VISION & STRATEGY

Identified
Action Items



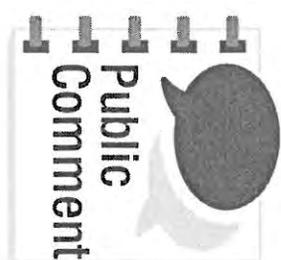
Draft
Document



Final
Report



Public
Comment



1. ANALYZING THE MARKET

- **County & Community Profiles**
 - Historic population trends
 - Age distribution
 - Income
 - Jobs & potential growth
 - Unemployment
 - Population forecasts
 - Housing trends and demand
 - Assessing workforce housing

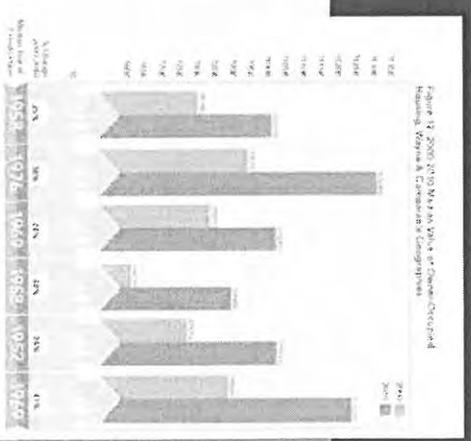
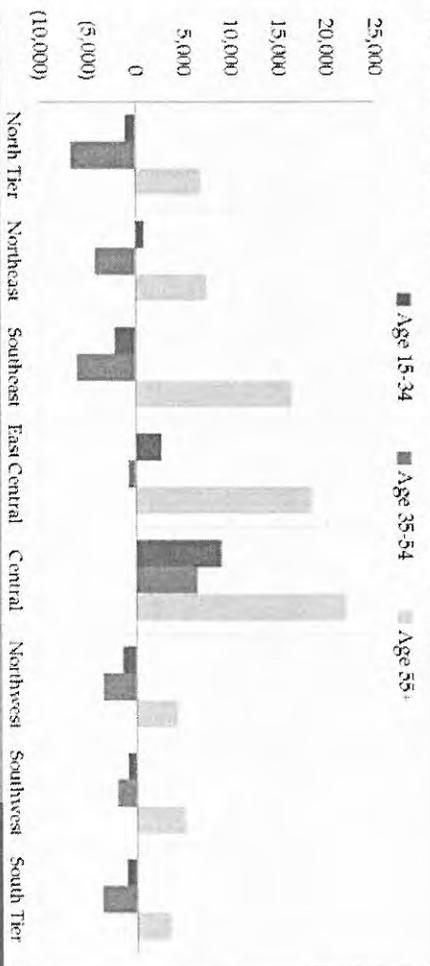


Table 1: 2010 Median Value of Owner-Occupied Housing, by State & Geographic Region

Region	2010
North Tier	~110,000
Northeast	~130,000
Southeast	~120,000
East Central	~110,000
Central	~120,000
Northwest	~140,000
Southwest	~150,000
South Tier	~130,000

Figure 1-8: Change in households by age of householder, 2000 to 2010



1. ANALYZING THE MARKET

• Demand Projection:

- Population forecast
- Recent construction activity
- Assumptions: vacancy changes, population/hh, hh population, replacement need, condition

	2010	2012	2013-2017	2018-2022	Total
Population at End of Period	27,340	27,808	29,006	30,251	
HH Population at End of Period	26,744	27,202	28,374	29,592	
Average PPH	3.04	3.00	2.95	2.90	
HH Demand at End of Period	8,777	9,067	9,618	10,204	
Projected Vacancy Rate	6.41%	4.30%	5.00%	5.50%	
Unit Needs at End of Period	9,378	9,474	10,125	10,797	
Replacement Need			100	100	200
Cumulative Need During Period			751	693	1,444
Average Annual Construction			150	138	144

	2012-2017	2018-2022	Total
Total Need	941	883	1,824
Total Owner Occupied	471	486	957
Affordable Low: 60-100,000	85	87	172
Affordable Moderate: 100-130,000	116	120	236
Moderate Market: 130-200,000	134	138	273
High Market: Over \$200,000	136	140	276
Total Renter Occupied	470	397	867
Low: Less than 450	191	162	353
Affordable: 450-700	117	94	216
Market: Over \$700	162	137	298

The Demand Projection Process



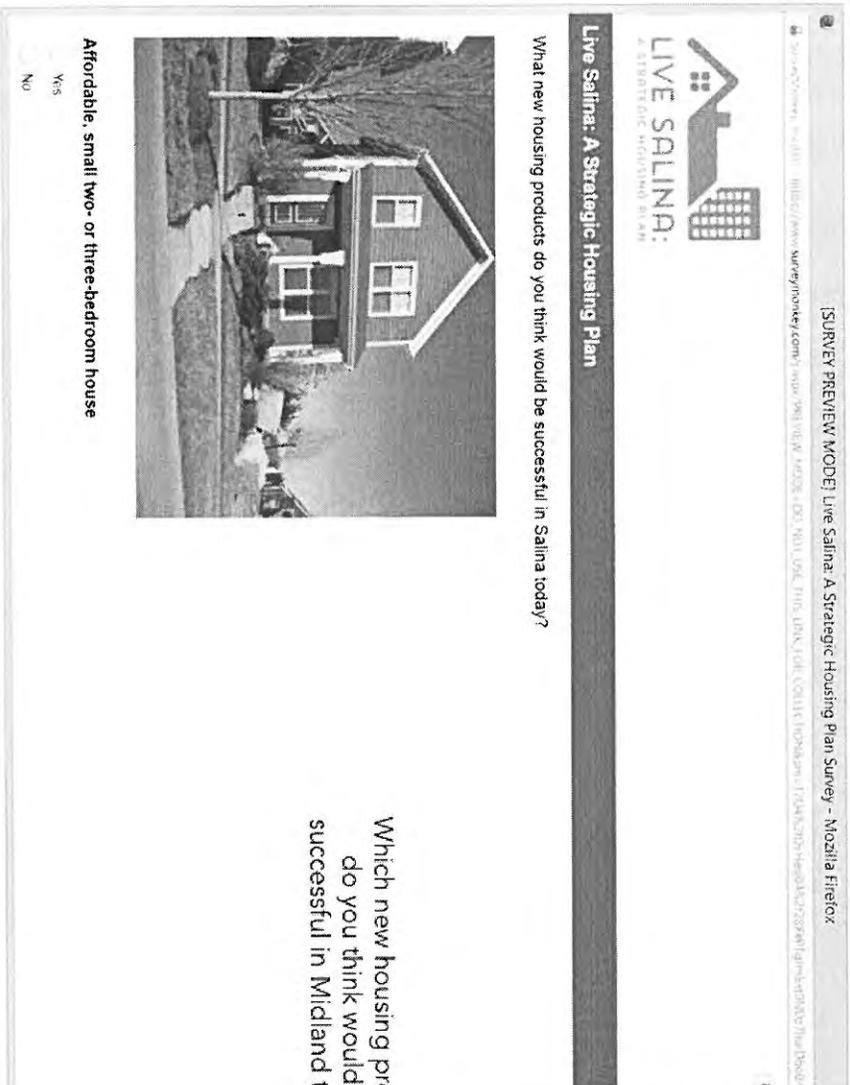
- Use population forecast, recent construction activity and assumptions about people per household to generate a ten-year overall housing demand.
- Consider the distribution of household income in a community.
- Match income ranges with affordability price points, based on housing costs equal to 30% of adjusted gross income.
- Define price brackets for new housing demand, based on the assumption that new construction should ideally be affordable to the existing household income distribution.

1. DISCOVERY: LEARN FROM STAKEHOLDERS

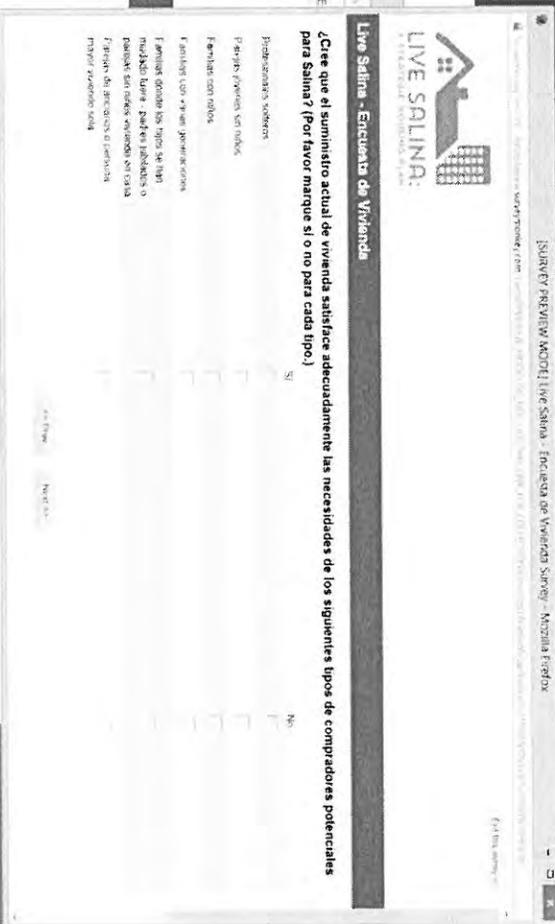
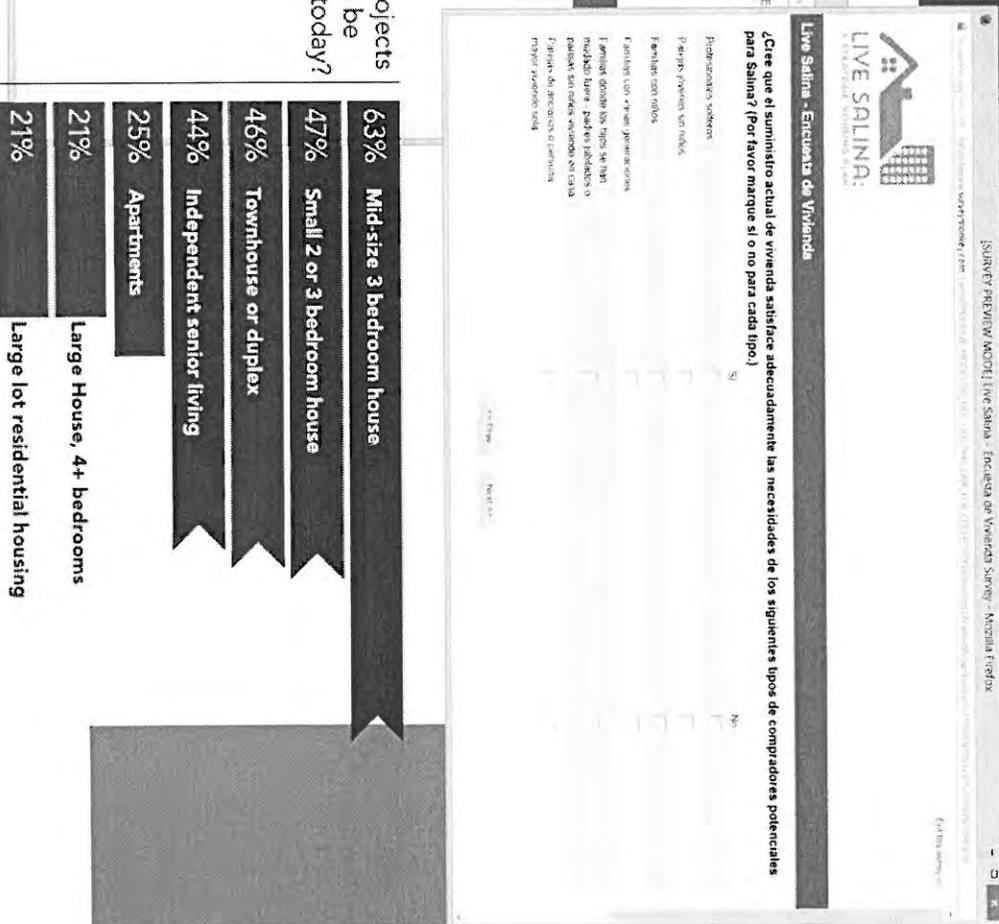
- **Technical Committee**
- **Market Survey**
- **Target Market Survey**
- **Stakeholder/Key Person Interviews**



1. DISCOVERY: LEARN FROM STAKEHOLDERS



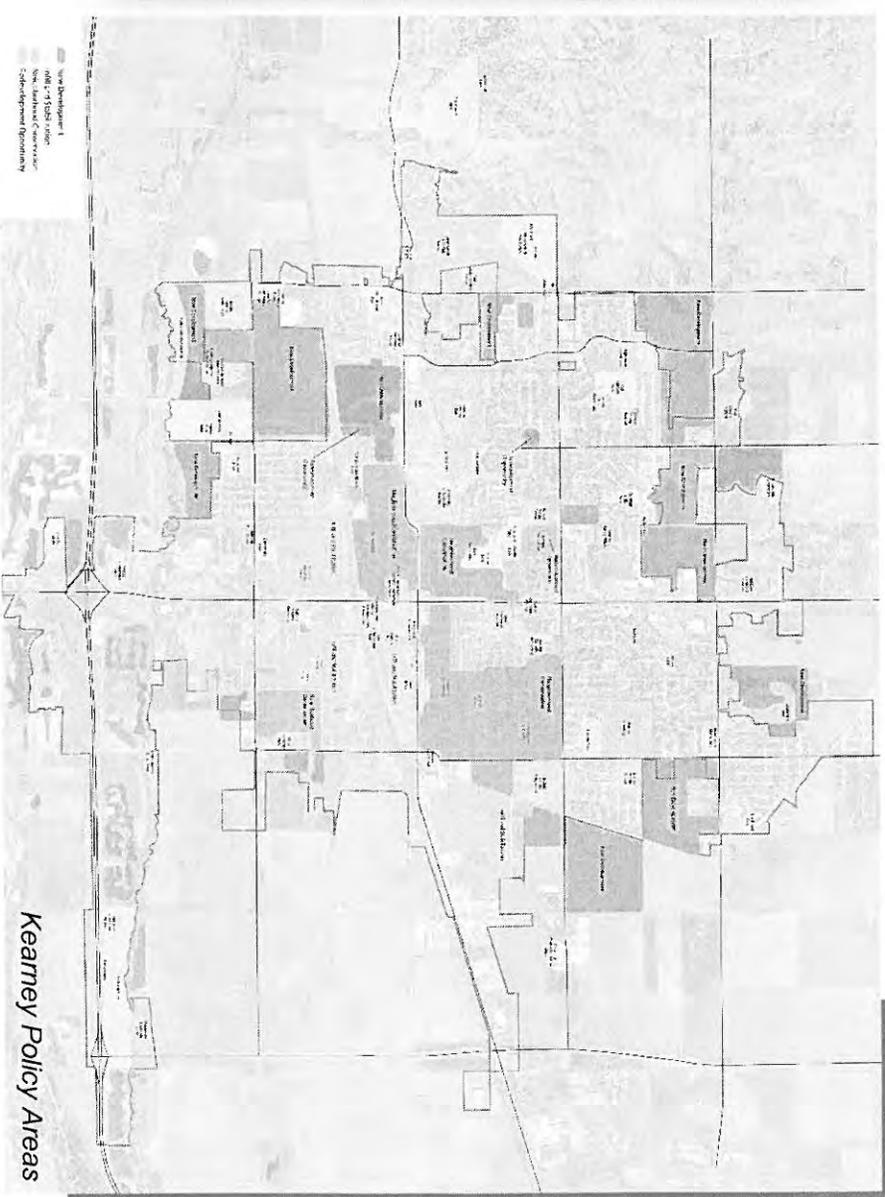
Which new housing projects do you think would be successful in Midland today?



1. DISCOVERY: IDENTIFY OPPORTUNITIES



Nebraska City Development Opportunities



Kearney Policy Areas

2. ISSUES & OPPORTUNITIES

- **Integrating input, perceptions, data, and experience**
 - Defines the County's issues
 - Affordability and supply gaps?
 - Occupancy and configuration?
 - Condominium project status/repurposing?
 - Land supply?
 - Location?
 - Builder capacity?
 - Associated issues: job location? housing conditions? Developer capacity?

3. VISION & STRATEGY

- **Developing Appropriate Policies and Programs**
 - A detailed housing program that is:
 - Strategic
 - Builds on community character
 - Market– and result–driven
 - A catalyst for private market investment

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 192120FSPSTORYC04	5. PROJECT NO. (If applicable)
6. ISSUED BY ICE/DCR	7. ADMINISTERED BY (If other than Item 6) ICE/DCR		
ICE/DETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW SUITE 930 WASHINGTON DC 20536		ICE/DETENTION COMPLIANCE REMOVALS IMMIGRATION AND CUSTOMS ENFORCEMENT OFFICE OF ACQUISITION MANAGEMENT 801 I STREET NW SUITE 930 WASHINGTON DC 20536	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) STORY COUNTY OF ATTN LUCY MARTIN 900 6TH ST NEVADA IA 50201		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 0508131120000 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. 30-03-0066 70CDCR19FIGR00157	
		10B. DATED (SEE ITEM 13) 04/15/2019	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) Net Decrease: -\$26,991.71
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Funding Only Action

E. IMPORTANT: Contractor is not. is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 050813112

COR: Lynn Mershon 612-843-8650

Lynn.A.Mershon@ice.dhs.gov

Alternate COR: Shahna Voita 612-843-8651

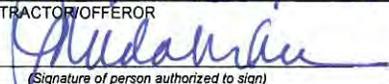
Shahna.G.Voita@ice.dhs.gov

Contracting Officer: Amber Gray 202-732-7020

Amber.Gray@ice.dhs.gov

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) LINDA MURKEN, Bd. CHR.	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) AMBER GRAY	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 8/18/2020	(Signature of Contracting Officer)	

NAME OF OFFEROR OR CONTRACTOR
STORY COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>The purpose of this modification to task order 70CDCR19FIGR00157 is to deobligate excess funding in the amount of \$26,991.71 for detention and transportation services for ICE detainees in Story County, IA under the provisions of USMS agreement number 30-03-0066.</p> <p>The total funded amount of this task order has decreased: From: \$48,760.00 By: (\$26,991.71) To: \$21,768.29</p> <p>Note: There shall be no public disclosures regarding this agreement made by the Provider (or any subcontractors) without review and approval of such disclosure by ICE.</p> <p>The funding provided in this Task Order is the amount presently available for payment and allotted to this Task Order. The service provider agrees to perform to the point that does not exceed the total amount currently allotted to this items currently funded under this task order. The service provider is not authorized to continue to work on those item(s) beyond that point. The Government will not be obligated to reimburse the service provider in excess of the amount allotted to those item(s) for performance beyond the funding allotted.</p> <p>Discount Terms: Net 30 Period of Performance: 05/01/2019 to 04/30/2020</p> <p>Change Item 0001 to read as follows (amount shown is the obligated amount):</p> <p>DETENTION SERVICES</p> <p>BED DAY RATE: \$70.00</p> <p>Deobligate \$23,730.00 from FFMS Item 1 MDL 1</p> <p>The total funded amount of this CLIN has decreased: From: \$43,960.00 By: (\$23,730.00) To: \$20,230.00</p> <p>Continued ...</p>	-339	DA	70.00	-23,730.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
30-03-0066/70CDCR19FIGR00157/P00001

PAGE OF
3 3

NAME OF OFFEROR OR CONTRACTOR
STORY COUNTY OF

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0002	<p>The total funded quantity of this CLIN has decreased: From: 628 By: (339) To: 289</p> <p>Accounting Info: ERODETN-000 E1 31-12-00-000 18-62-0800-00-00-00-00 GE-25-72-00- ----- --- 000000 Funded: \$0.00</p> <p>Accounting Info: ERODETN-000 E1 31-12-00-000 18-62-0800-00-00-00-00 GE-25-72-00- ----- --- 000000 Funded: -\$23,730.00</p> <p>Change Item 0002 to read as follows (amount shown is the obligated amount):</p> <p>GUARD/TRANSPORTATION SERVICES</p> <p>GUARD/TRANSPORTATION RATE: \$18.53/HR</p> <p>Deobligate \$3,261.71 from FFMS Item 2 MDL 1</p> <p>The total funded amount of this CLIN has decreased: From: \$4,800.00 By: (\$3,261.71) To: \$1,538.29</p> <p>Accounting Info: RMD10LT-000 E5 32-23-00-000 18-62-0800-00-00-00-00 GE-21-31-00- ----- --- 000000 Funded: \$0.00</p> <p>Accounting Info: RMD10LT-000 E5 32-23-00-000 18-62-0800-00-00-00-00 GE-21-31-00- ----- --- 000000 Funded: -\$3,261.71</p> <p>---</p> <p>All other terms and conditions remain unchanged.</p>				-3,261.71

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2020 is by and between Story County and Central Iowa Juvenile Detention Center (Provider)
The statements and intentions of the parties, to this Agreement, are as follows:

Story County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Services identified in this Agreement are funded by Story County and administered by the Community Services Department. Story County is interested in contracting with Provider to purchase Covered Services for the benefit of Story County Individuals.

Provider is licensed, certified and/or accredited under the laws of the State of Iowa to provide Covered Services. Provider is interested in contracting with Story County to provide Covered Services for the benefit of Story County Individuals.

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

**SECTION 1
Definitions**

Assignment: The act of transferring to another all or part of one's property interest or rights.

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

Story County Individual: A resident of the county who is eligible and authorized to receive funding as defined by the Story County Substance Abuse Services Funding Policy as approved by the Story County Board of Supervisors.

Covered Services: Services enumerated in the Story County Substance Abuse Services Funding Policy as approved by the Story County Board of Supervisors.

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

**SECTION 2
Duties of Provider**

Section 2.1 Provision of Covered Services. Provider shall provide Covered Services to each Story County Individual who is authorized by the Community Services Director or designee to receive such services to the extent designated in Attachment A, Service Definitions and Rates. Such services shall be rendered in compliance with applicable laws and regulations and the Story County Substance Abuse Services Funding Policy. Provider shall also provide Covered Services in a manner which: (a) documents the services provided, **in conformance with Federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable), State and local**

laws and regulations; and (b) protects the confidentiality of the Story County Individual's medical records.

Section 2.2 Compliance with the Story County Substance Abuse Services Funding Policy.

Provider and its staff shall be bound by and provide Covered Services in compliance with the Story County Substance Abuse Services Funding Policy. Failure to comply with the Story County Substance Abuse Services Funding Policy may result in sanctions such as, but not limited to, the loss of reimbursement and/or termination of the Agreement.

Section 2.3 Authorization and Notification Requirements. All Covered Services provided to Story County Individuals by Provider must be authorized by the Community Services Director or designee in accordance with the Story County Substance Abuse Services Funding Policy. The Story County Substance Abuse Services Funding Policy shall not diminish Provider's obligation to render Covered Services consistent with the applicable standard of care.

Section 2.4 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

Section 2.5 Most Favored Rate. Story County shall receive the most favorable charge by the Provider. No Provider can charge another County more or less than the Provider County.

SECTION 3

Claims Submission and Payment

Section 3.1 Claims Submission. Provider agrees to submit all claims for reimbursement in accordance with the Story County's claims process.

Section 3.2 Claims Payment. Story County will make monthly payments to the Provider in accordance with the County's claims process.

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

SECTION 4

Relationship Between the Parties

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

SECTION 5

Hold Harmless, Indemnification and Liability Insurance

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

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

Section 5.3 Provider Liability Insurance. Provider shall procure and maintain, at the Provider's own expense professional liability insurance and comprehensive general and/or umbrella liability insurance. Evidence of insurance shall be provided at the time of execution of this Agreement and may be provided in the form of a certificate of insurance.

SECTION 6

Laws and Regulations

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

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

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

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

Section 6.5 Confidentiality of Records. Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals

under this Agreement in accordance with any applicable laws and regulations except as required by law or as ordered by a court of competent jurisdiction. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and substance abuse services records.

SECTION 7 **Term and Termination**

Section 7.1 Term. The term of this Agreement shall be for a period of one (1) year, commencing on the date first above written, or until the end of the current fiscal year, whichever occurs first. The Agreement may auto renew for up to two additional one year terms, subject to termination with prior written notice 90 days before the renewal as identified in Section 7.2.

Section 7.2 Nonrenewal of Agreement. Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

Section 7.3 Termination of Agreement Without Cause. Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

Section 7.4 Termination With Cause by Story County. Story County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) a bankruptcy petition filed by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

Section 7.5 Termination With Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to Story County upon the occurrence of Story County's material breach of any of the terms or obligations of this Agreement.

Section 7.6 Information to Story County Individuals. Provider acknowledges the right of Story County to inform Story County Individuals of Provider's termination and agrees to cooperate with Story County in deciding on the form of such notification.

Section 7.7 Continuation of Services After Termination. Upon request by Story County, Provider shall continue to render Covered Services in accordance with this Agreement until Story County has transferred Story County Individuals to another provider or until such Story County Individual is discharged.

SECTION 8 **Amendments**

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

within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

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

SECTION 9

Other Terms and Conditions

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

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

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

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

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

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

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

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

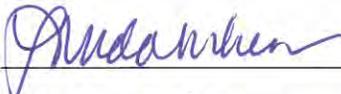
Story County Community Services
126 S. Kellogg Ave., Suite 001
Ames, Iowa 50010
Attention: Karla Webb

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

Central Iowa Juvenile Detention Center
2317 Rick Collins Way
Eldora, IA 50627
Attention: Tony Reed, Executive Director

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

Story County:

By: 
Print Name: LINDA MURKEN
Print Title: BOARD CHAIR
Date: 8-18-20

Central Iowa Juvenile Detention Center:

By: 
Print Name: TONY REED
Print Title: Executive Director
Date: 8-28-20

Will need to be signed by the BOS

**ATTACHMENT A
SERVICE DEFINITIONS AND RATES**

Service Description	Unit of Service	Rate
Substance Abuse Civil Commitment Transportation	Hour	\$50.50
Substance Abuse Civil Commitment Transportation - Matron	Hour	\$25.98

OTHER TERMS:

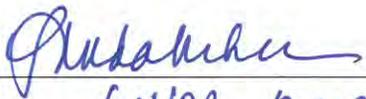
For Civil Commitment Transport – 100% secure vehicle, minimum of 98%, used to transport from Emergency Room.

Reimbursable expense is round trip from point of origination of the transport driver to client destination(s) and return to point of origination of transport driver.

Prior authorization is not required for Civil Commitment transportation.

At time of monthly billing CIJDC will provide required data elements including driver start location, client pick up location, client destination location, driver end location, client name, date of service, civil commitment substance abuse case number, and billed hours.

Story County:

By: 
 Print Name: LINDA MURKEN
 Title: BOARD CHAIR
 Date: 8-18-2020

Central Iowa Juvenile Detention Center:

By: 
 Print Name: Tony Reed
 Title: Executive Director
 Date: 8-28-20

RECEIVED

AUG 07 2020

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

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

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

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

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

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

**SECTION 1
Definitions**

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

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

**SECTION 2
Duties of Provider**

Section 2.1 Provision of Covered Services. Provider shall provide Covered Services to each Story County Individual who is eligible to receive such services to the extent designated in Attachment A, Service Definitions and Rates. The programs or services must conform to the standardized definitions used by the Analysis of Social Services Evaluation team (ASSET). Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide Covered Services in a manner which: (a) documents the services provided, in conformance with Federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable), State and local laws and regulations, (b) protects the confidentiality of the Story County Individual's medical records, and (c) records and maintains specified program information and performance measures in Clear Impact Scorecard at <https://app.resultsscorecard.com> at the frequency defined through ASSET.

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

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

SECTION 3

Claims Submission and Payment

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

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

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

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

SECTION 4

Relationship Between the Parties

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

SECTION 5

Hold Harmless, Indemnification and Liability Insurance

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

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

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

SECTION 6

Laws and Regulations

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

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

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

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

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

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

SECTION 7

Term and Termination

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

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

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

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

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

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

SECTION 8

Amendments

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

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

SECTION 9
Other Terms and Conditions

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

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

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

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

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

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

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

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

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

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2021

Service Description	Unit of Service	Rate
Transportation County <u>Not to Exceed \$110,868</u> Transportation County Carry over From FY20 Funds Not to Exceed 12,630	One Way Trip	\$28.86
Transportation County <u>Local Option</u> <u>Not to Exceed \$2,988</u> Transportation County <u>Local Option</u> Carry over From FY20 Funds Not to Exceed 3,000	One Way Trip	\$28.86

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

Attention: _____

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

COUNTY:

PROVIDER:

By: 

By: 

Print Name: LINDA MURKEN

Print Name: Phil Clifton

Print Title: Story County Board of Supervisors

Print Title: Board Chair

Date: 8/18/2020

Date: 7/23/2020

RECEIVED

AUG 05 2020

**Story County
Provider and Program Participation Agreement**

STORY COUNTY
BOARD OF SUPERVISORS

THIS AGREEMENT (the Agreement), entered into this First day of July, 2020 is by and between **Story County** and **Mid Iowa Community Action** (Provider).

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

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

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

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

SECTION 1

Definitions

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

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

SECTION 2

Duties of Provider

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

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

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

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

SECTION 3

Claims Submission and Payment

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

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

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

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

SECTION 4

Relationship Between the Parties

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

SECTION 5

Hold Harmless. Indemnification and Liability Insurance

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

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

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

SECTION 6

Laws and Regulations

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

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

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

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

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

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

SECTION 7

Term and Termination

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

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

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

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

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

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

SECTION 8

Amendments

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

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

SECTION 9

Other Terms and Conditions

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

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

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

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

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

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

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

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

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

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

Mid-Iowa Community Action, Inc.
1001 S 18th Ave.
Marshalltown, Iowa 50158

Attention: Clarissa Thompson

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

COUNTY:

By: [Signature]

Print Name: LINDA MURKEN

Print Title: Story County Board of Supervisors

Date: 8/18/2020

PROVIDER:

By: [Signature]

Print Name: Clarissa Thompson

Print Title: Executive Director

Date: 7-24-2020

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

Service Description	Unit of Service	Rate
Child Dental Clinic Not to Exceed \$900	1 Clinic Hour	\$503.82
Clinics – Fluoride Not to Exceed \$150.00	1 Clinic Hour	\$73.06
Food Pantry <u>Not to Exceed \$6,242.00</u> Carry Over From FY20 Funds Family Development Steps 2 Success Not to Exceed \$2,456.32	1 Client Contact	\$10.55

ANTI-HEROIN TASK FORCE GRANT PROGRAM

Governor's Office of Drug Control Policy
Pape State Office Bldg., 5th Floor
215 E. 7th Street, Des Moines, Iowa 50319 (515) 725-0300

Anti-Heroin Task Force CFDA #16.710

Grantee: Story County Sheriff's Office 900 6th Street Nevada, Iowa 50201-2004	Grant #18-COPS Heroin-08 Grant Period: January 1, 2019 through June 30, 2021 <i>(Revised 8/8/2020)</i> Federal: \$6,111 Match: \$0 Total: \$6,111
--	--

ODCP Contact: Dennis Wiggins 515/725-0311

Legal Applicant:
Linda Murken

Program Director:
Brian Tickle

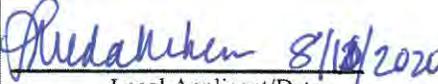
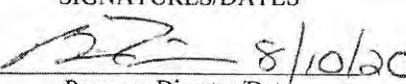
This grant is subject to the terms and conditions incorporated either directly or indirectly by reference in the grant program legislation, the grant program request for proposal, and the stipulations, if any, noted under "Special Conditions." Except for any waiver granted explicitly elsewhere in this grant, this award does not constitute approval of waiver from any Federal or state statutory/regulatory requirements for a United States Department of Justice grant. The grantee agrees to perform all services and furnish all supplies set forth in the application of this grant award for the consideration stated herein. This grant consists of the application for funds, the grant award notice, the budget documents, the standard grant conditions, the reporting forms, and all approved grant revision documents. All parties to this grant award acknowledge that they have fully read and understand this contract, and agree to abide by the terms set forth within.

SPECIAL CONDITIONS

- Grant funding is provided to assist project with mid to high level heroin investigations or precursor diversion investigations.
- Targets of investigations will be shared with the Division of Intelligence to be entered into the LEIN database system.
- Projects will regularly deconflict investigations by searching potential targets in the LEIN database system.

In witness wherefore, the parties hereto have executed this grant the day and year specified below.

SIGNATURES/DATES

 8/10/2020  8/10/2020

Legal Applicant/Date Program Director/Date ODCP Administrator/Date

Prepared by: Darren R. Moon, Story County Engineer's Office, 837 N Ave., Nevada, IA 50201 515-382-7355

CONTRACT FOR HIGHWAY RIGHT OF WAY

PARCEL No: 03-06-100-310
 PROJECT No: L-WAR6--73-85
 ROAD No: (620th Ave.)

THIS AGREEMENT made and entered into this 13th day of July, A.D. 2020 by and between

RENEE M. SNOW REVOCABLE TRUST

Seller, and the Story County Secondary Roads Department, acting for the County of Story, Buyer.

1.a SELLER AGREES to sell and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following (1/4 1/4 Sec./Twp./Rgc.):

The East 17.00 feet of the West 50.00 feet of the North 100.00 feet of the South 1,012.50 feet of the SW¹/₄, NW¹/₄ in Section 6, Township 85 North, Range 22 West of the 5th P.M., Story County, Iowa. Easement contains 0.12 acres of which 0.08 acres is existing R.O.W.

County of Story, State of Iowa, and more particularly described on Page 3 and which include the following buildings, improvements and other property:

See attached graphical representation

1.b SELLER ALSO GRANTS to Buyer a temporary easement as shown on the Temporary Easement Plot attached as Page 2, and as shown on the project plans for said highway improvement. Said temporary easement shall terminate upon completion of this highway project.

1.c The premises also include all estates, rights, title and interests, including all easements, and all advertising devices and the rights to erect such devices as are located thereon. SELLER CONSENTS to any change of grade of the highway and accepts payment under this contract for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this contract and discharges the Buyer from liability because of this contract and the construction of this public improvement project.

2. Possession of the premises is the essence of this contract and Buyer may enter and assume full use and enjoyment of the premises per the terms of this contract. Buyer may take immediate possession of premises upon the execution of the contract by both Seller and Buyer.

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, and to surrender physical possession of the premises as shown:

	Payment Amount	Agreed Performance
\$	<u>205.28</u>	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>205.28</u>	TOTAL LUMP SUM

BREAKDOWN:	ac.=acres	sq.ft.=square feet			
Land by Fee Title		ac./sq.ft.	\$		
Underlying Fee Title		ac./sq.ft.	\$		Buildings & Improvements \$
Permanent Easement	<u>0.04</u>	ac./sq.ft.	\$	<u>180.28</u>	Fence <u> </u> rods woven \$
Temporary Easement		ac./sq.ft.	\$		Fence <u> </u> rods barb \$
Damages for:					\$
				Future Abstract Entry in the amount of \$25.00	

4. The Seller is responsible for any and all matters relating to any tenant on the land and hereby releases the Buyer from all tenant liabilities.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

x Renee Snow

- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 3 pages.
- 6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such lien from said premises, and if necessary and proper, Sellers agree that any part of the sum owing to them under this contract may be paid to the holder of such lien for such release.
- 7. Buyer agrees that any drain tile that is located within the premises and is damaged by highway construction shall be repaired at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to the Seller. Buyer shall have the right of entry upon Sellers remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property of maintaining the same to restrain livestock.
- 8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
- 10. Seller states and warrants that, to the best of Seller's knowledge, there are no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except,
- 11. This Written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

Additional Right of Way Agreements:

SELLER'S ACKNOWLEDGMENT

STATE OF Wisconsin: ss On this 13th day of July, 2020, before me, the undersigned, personally appeared Renee Snow

Known to me to be the identical person as named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Nancy J. Jacobson
Notary Public in and for the State of Wisconsin
9/26/2020

BUYER'S APPROVAL

[Signature] 7-16-20
Recommended by: Darren Moon P.E., Story County Engineer (Date)

[Signature] 8/18/2020
Approved by: Chairperson, Story County Board of Supervisors (Date)

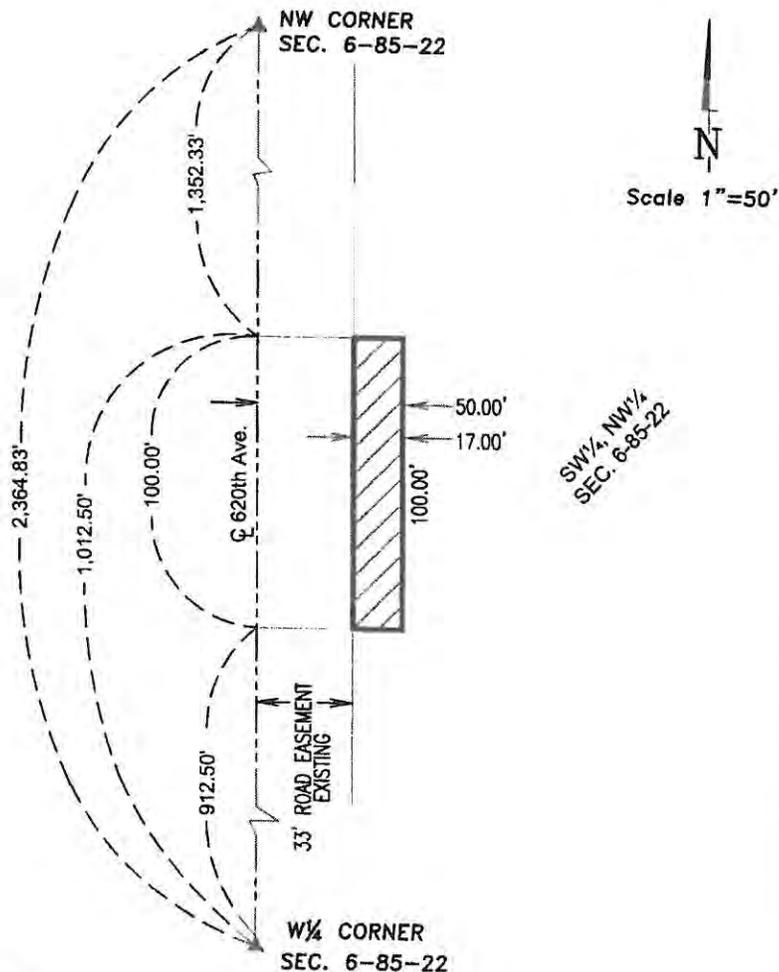
"Exhibit A"

STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

PROJECT NO. L-WAR6--73-85 PARCEL NO. 03-06-100-310
SECTION 6, TOWNSHIP 85N, RANGE 22W, OF THE 5TH P.M., STORY COUNTY, IOWA.
ACQUIRED FROM RENEE M. SNOW REVOCABLE TRUST

EXISTING R.O.W. 0.08 ACRES NEW R.O.W. 0.04 ACRES TOTAL R.O.W. 0.12 ACRES

The East 17.00 feet of the West 50.00 feet of the North 100.00 feet of the South 1,012.50 feet of the SW $\frac{1}{4}$, NW $\frac{1}{4}$ in Section 6, Township 85 North, Range 22 West of the 5th P.M., Story County, Iowa. Easement contains 0.12 acres of which 0.08 acres is existing R.O.W.



DATE DRAWN 6/22/2020

Prepared by: Darren R. Moon, Story County Engineer's Office, 837 N Ave., Nevada, IA 50201 515-382-7355

CONTRACT FOR HIGHWAY RIGHT OF WAY

PARCEL No: 12-18-400-165
 PROJECT No: L-NA18--73-85
 ROAD No: (248th ST.)

THIS AGREEMENT made and entered into this 13th day of July, A.D. 2020 by and between
VAN L. GAULKE AND ANN M. EVANS

Seller, and the Story County Secondary Roads Department, acting for the County of Story, Buyer.

1.a SELLER AGREES to sell and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following (1/4 1/4 Sec./Twp./Rge.):

The North 32.00 feet of the South 65.00 feet of the East 100.00 feet of the West 264.26 feet of Lot 9 of Hickory Creek Acres, located in the NW¼, SE¼ in Section 18, Township 83 North, Range 21 West of the 5th P.M., Story County, Iowa. Easement contains 0.19 acres of which 0.09 acres is existing R.O.W.

County of Story, State of Iowa, and more particularly described on Page 3 and which include the following buildings, improvements and other property:

See attached graphical representation

1.b SELLER ALSO GRANTS to Buyer a temporary easement as shown on the Temporary Easement Plot attached as Page 4, and as shown on the project plans for said highway improvement. Said temporary easement shall terminate upon completion of this highway project.

1.c The premises also include all estates, rights, title and interests, including all easements, and all advertising devices and the rights to erect such devices as are located thereon. SELLER CONSENTS to any change of grade of the highway and accepts payment under this contract for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this contract and discharges the Buyer from liability because of this contract and the construction of this public improvement project.

2. Possession of the premises is the essence of this contract and Buyer may enter and assume full use and enjoyment of the premises per the terms of this contract. Buyer may take immediate possession of premises upon the execution of the contract by both Seller and Buyer.

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, and to surrender physical possession of the premises as shown:

	Payment Amount	Agreed Performance
\$	<u>931.35</u>	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>931.35</u>	TOTAL LUMP SUM

BREAKDOWN:	ac.=acres	sq.ft.=square feet				
Land by Fee Title		ac./sq.ft.	\$		Buildings & Improvements	\$
Underlying Fee Title		ac./sq.ft.	\$		Fence _____ rods woven	\$
Permanent Easement	<u>0.08</u>	ac./sq.ft.	\$	<u>372.48</u>	Fence <u>7.6</u> rods barb	\$ <u>228.00</u>
Temporary Easement	<u>0.02</u>	ac./sq.ft.	\$	<u>55.87</u>		
Damages for:					2 Corner Post sets - \$250.00	\$ <u>275.00</u>
					Future Abstract Entry in the amount of \$25.00	

4. The Seller is responsible for any and all matters relating to any tenant on the land and hereby releases the Buyer from all tenant liabilities.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

X [Signature]
X [Signature]

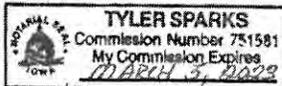
- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.
- 6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such lien from said premises, and if necessary and proper, Sellers agree that any part of the sum owing to them under this contract may be paid to the holder of such lien for such release.
- 7. Buyer agrees that any drain tile that is located within the premises and is damaged by highway construction shall be repaired at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to the Seller. Buyer shall have the right of entry upon Sellers remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property of maintaining the same to restrain livestock.
- 8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
- 10. Seller states and warrants that , to the best of Seller's knowledge, there are no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except,
- 11. This Written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

Additional Right of Way Agreements:

SELLER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 13th day of July, 2020, before me, the undersigned, personally appeared Van L. Gauske and Ann M. Evans

Known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



[Signature]
Notary Public in and for the State of IOWA

BUYER'S APPROVAL

[Signature] 7-16-20

Recommended by: Darren Moon P.E., Story County Engineer (Date)

[Signature] 8/18/2020

Approved by: Chairperson, Story County Board of Supervisors (Date)

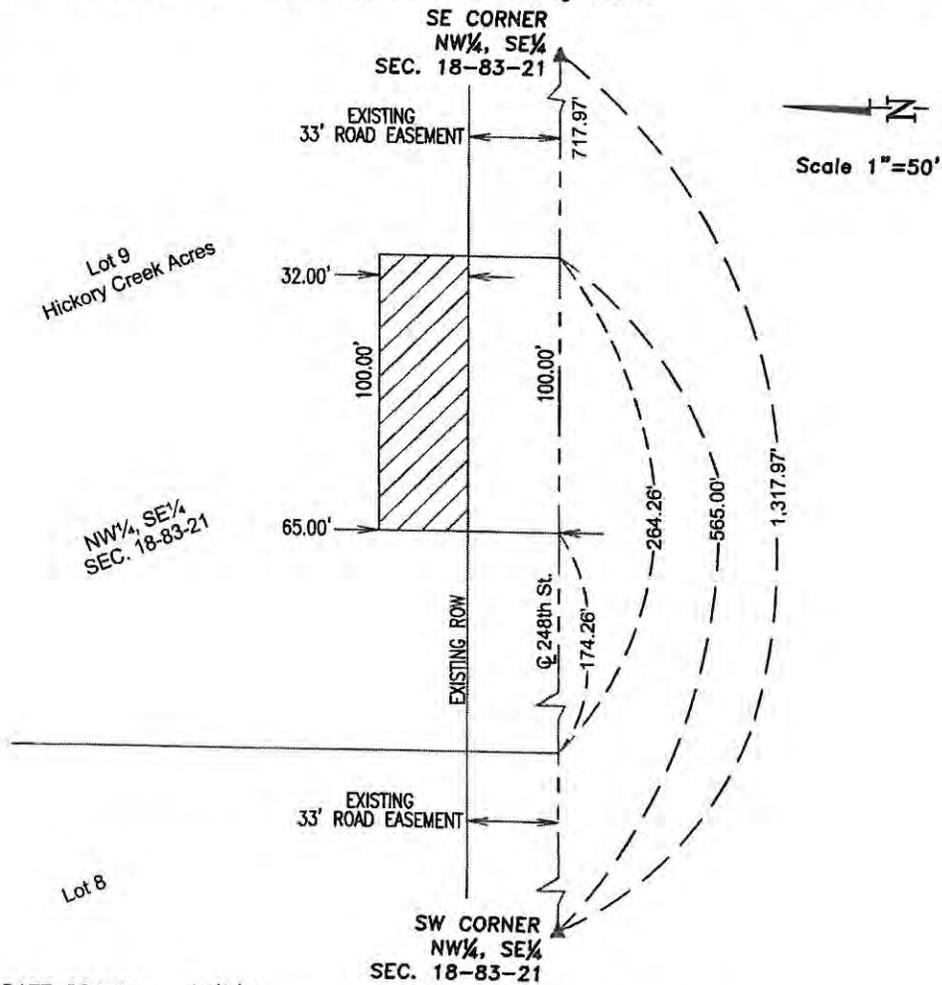
"Exhibit A"

STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

PROJECT NO. L-NA18--73-85 PARCEL NO. 12-18-400-165
 SECTION 18, TOWNSHIP 83N, RANGE 21W, OF THE 5TH P.M., STORY COUNTY, IOWA.
 ACQUIRED FROM VAN L. GAULKE AND ANN M. EVANS

EXISTING R.O.W. 0.09 ACRES NEW R.O.W. 0.10 ACRES TOTAL R.O.W. 0.19 ACRES

The North 32.00 feet of the South 65.00 feet of the East 100.00 feet of the West 264.26 feet of Lot 9 of Hickory Creek Acres, located in the NW $\frac{1}{4}$, SE $\frac{1}{4}$ in Section 18, Township 83 North, Range 21 West of the 5th P.M., Story County, Iowa. Easement contains 0.19 acres of which 0.09 acres is existing R.O.W.



DATE DRAWN 11/8/19

Closure No. 21-07

Date August 13, 2020

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of storm damage in section 13/24 Milford & 18/19 Richland Twp on

The Intersection of S14 and E29 is closed

[Signature]
Chair, Board of Supervisors

Attest: [Signature]
County Auditor

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

ALLOWED BY VOTE OF THE BOARD

Yea 3 Nay 0 Absent 0

[Signature]
CHAIRPERSON

Above tabulation made by [Signature]

Closure No. 21-08

Date August 13, 2020

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of storm damage in section 3,2,10,11,15,14 Warren Twp on

S27(660th Ave) is close between E18(130th St) and 100th St

[Signature]
Chair, Board of Supervisors

Attest: *[Signature]*
County Auditor

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

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

[Signature]
CHAIRPERSON Above tabulation made by *[Signature]*

Closure No. 21-09

Date August 13, 2020

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of storm damage in section 25 & 26 Franklin Twp on

Stagecoach Rd is closed between 13th St and Old Bloomington Rd

Mudalshen
Chair, Board of Supervisors

Attest: *Jucy Martin Byler*
County Auditor

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

ALLOWED BY VOTE OF THE BOARD

Yea 3 Nay 0 Absent 0

Mudalshen
CHAIRPERSON

Above tabulation made by *SA*

Closure No. 21-10

Date August 13, 2020

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of storm damage in section 23 & 24 Washington Twp on

550th Ave is closed between Ken Meril and 265th St

[Signature]
Chair, Board of Supervisors

Attest: [Signature]
County Auditor

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

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

[Signature]
CHAIRPERSON Above tabulation made by [Signature]

Closure No. 21-11

Date August 13, 2020

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of storm damage in section 1 & 2 Washington Twp on

282nd St is Closed between 550th Ave and 560th Ave

[Signature]
Chair, Board of Supervisors

Attest: [Signature]
County Auditor

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

ALLOWED BY VOTE OF THE BOARD

Yea 3 Nay 0 Absent 0

[Signature]
CHAIRPERSON

Above tabulation made by [Signature]

Closure No. 21-12

Date August 13, 2020

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of storm damage in section 17,16,20,21 Palestine Twp on

520th Ave is closed between 300th St and E63 (320th St)

[Signature]
Chair, Board of Supervisors

Attest: [Signature]
County Auditor

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

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

[Signature]
CHAIRPERSON
Above tabulation made by [Signature]

Closure No. 21-13

Date August 13, 2020

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of storm damage in section 9 & 10 Milford Twp on

590th Ave is closed between 170th St and 180th St

[Signature]
Chair, Board of Supervisors

Attest: [Signature]
County Auditor

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

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

[Signature]
CHAIRPERSON Above tabulation made by [Signature]

Closure No. 21-14

Date August 13, 2020

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of storm damage in section 4 & 9 Palestine Twp on

290th St is closed between 520th Ave and 530th Ave


Chair, Board of Supervisors

Attest: 
County Auditor

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

ALLOWED BY VOTE
OF THE BOARD

Yea 3 Nay 0 Absent 0


CHAIRPERSON

Above tabulation made by 

Closure No. 21-15

Date August 13, 2020

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of storm damage in section 7 Grant Twp on

Flemming Ave is closed between Lincoln Hwy (E41) and 566th Ave

Mudakher
Chair, Board of Supervisors

Attest: *Yvonne Martin Byers*
County Auditor

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

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

Mudakher
CHAIRPERSON
Above tabulation made by *SM*

Closure No. 21-16

Date August 13, 2020

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of storm damage in section 15 & 22 Lincoln Twp on

(E18) 130th St is closed between 710th Ave and 720th Ave

Linda Murken
Chair, Board of Supervisors

Attest: *Bucy Martin Lynch*
County Auditor

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

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

Above tabulation made by *SM*

Closure No. 21-17

Date August 13, 2020

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of storm damage in section 34/35 Lincoln 03/02 Sherman Twp on

160th St is Closed between 710th Ave and 730th Ave

Mudabeke
Chair, Board of Supervisors

Attest: Gracy Martin by Emma
County Auditor

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

ALLOWED BY VOTE OF THE BOARD

Yea 3 Nay 0 Absent 0

Mudabeke
CHAIRPERSON

Above tabulation made by EM

Closure No. 21-18

Date August 13, 2020

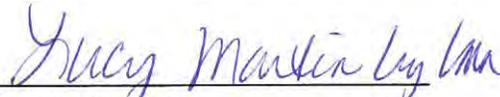
Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of storm damage in section 22/23/27/26/34/35 Lincoln 03/02/10/11/15/14 Sherman Twp on

720th Ave is closed between E18(130th) to 190th St


Chair, Board of Supervisors

Attest: 
County Auditor

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

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

Above tabulation made by 

Closure No. 21-19

Date August 13, 2020

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of storm damage in section 04/03/09/10/16/15 Lincoln Twp on

710th Ave is closed between 100th St and E18 (130th St)

Mudabiker
Chair, Board of Supervisors

Attest: *Gucy Martin by Oka*
County Auditor

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

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

Mudabiker
CHAIRPERSON Above tabulation made by *[Signature]*

Closure No. 21-20

Date August 13, 2020

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of storm damage in section 13 Richland Twp on

677th Ave is closed between 190th St and 180th St

[Signature]
Chair, Board of Supervisors

Attest: *[Signature]*
County Auditor

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

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

[Signature]
CHAIRPERSON Above tabulation made by *[Signature]*

Closure No. 21-22

Date August 13, 2020

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of storm damage in section 13 Milford 18 Richland Twp on

S14 (620th Ave) is closed between 180th St and 190th St

[Signature]
Chair, Board of Supervisors

Attest: *[Signature]*
County Auditor

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

ALLOWED BY VOTE OF THE BOARD

Yea 3 Nay 0 Absent 0

[Signature]
CHAIRPERSON

Above tabulation made by *[Signature]*

Closure No. 21-21

Date August 13, 2020

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of storm damage in section 33 Lafayette 04 Franklin Twp on

160th St closed between 520th Ave and 530th Ave

[Signature]
Chair, Board of Supervisors

Attest: *[Signature]*
County Auditor

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

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

[Signature]
CHAIRPERSON Above tabulation made by *[Signature]*

STORY COUNTY UTILITY PERMIT

Date 8/11/20

To the Board of Supervisors, Story County, Iowa:

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 650th Ave, from 650th Ave to 29339 650th Ave, a distance of 0.12 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 08/10/2020

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

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

Recommended for Approval:

Date 8-10-20

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

Approved:

Date 8/18/2020

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

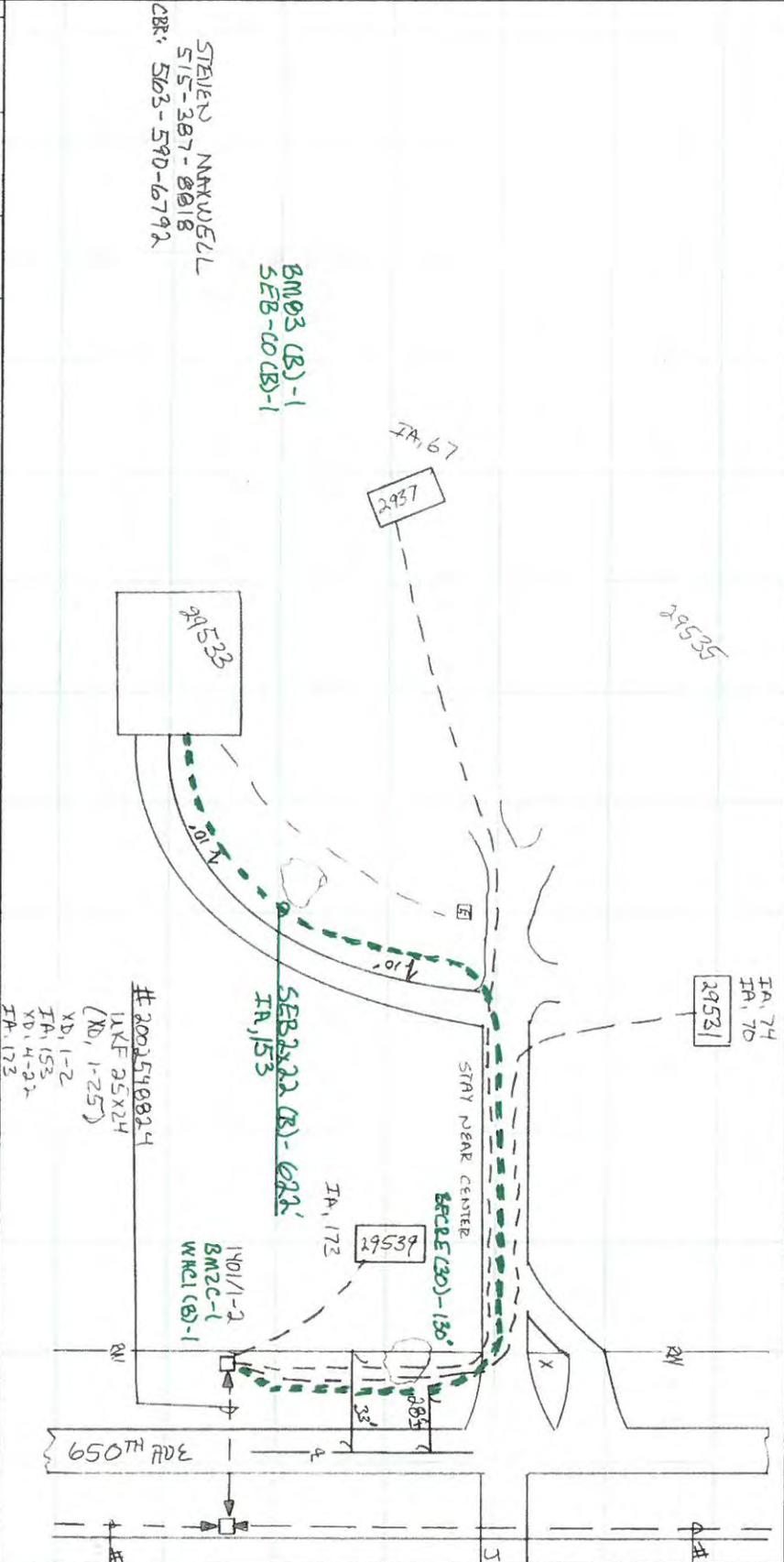
Three (3) copies of this form will be required for each installation. A plat shall be attached to each copy submitted.

UNIT CODE	ESTIMATED QUANTITY	AS BUILT QUANTITY	NOTE AREA:
			STDRY COUNTY
			INDIAN CREEK TWP
			SEC. 9
			PLACE CABLE AT A
			MINIMUM 30" DEPTH,
			DD COUNTY R/W.

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

Windstream

EXCH #		EXCH NAME		REM CODE	
713208081-0020		NANNUCEL			
TITLE		PLNKE		TAX DIST	
STDRY COUNTY		INDIAN CREEK TWP			
DATE		REV DATE		SCALE	
08-25-20		08-25-20		1/01	
FILE		DRAWN		APPROVD	
TJW		TJW			



STAYEN NANNUCEL
515-387-8818
CRR: 503-590-6792

BMC3 (B)-1
SEB-00 (B)-1

29535

29531
IA, 74
IA, 70

2957
IA, 67

2002548824
LXFE 25X24
(XD, 1-25)
XD, 1-2
IA, 153
XD, 4-23
IA, 173

IA, 172

29539

1401/1-2
BMC2-1
WNC1 (6)-1

2002548816
U8FEDY24
XD, 1-37
IA, 08-94
XD, 145-50

RD 1-25
IA 151-175

2002548820
U8F5DK24
XD, 1-27
IA, 08-94
XD, 45-50

NOTED
COUNT UNIT
CHECKED BY
713208081-0020

Farm-to-Market Road System Map

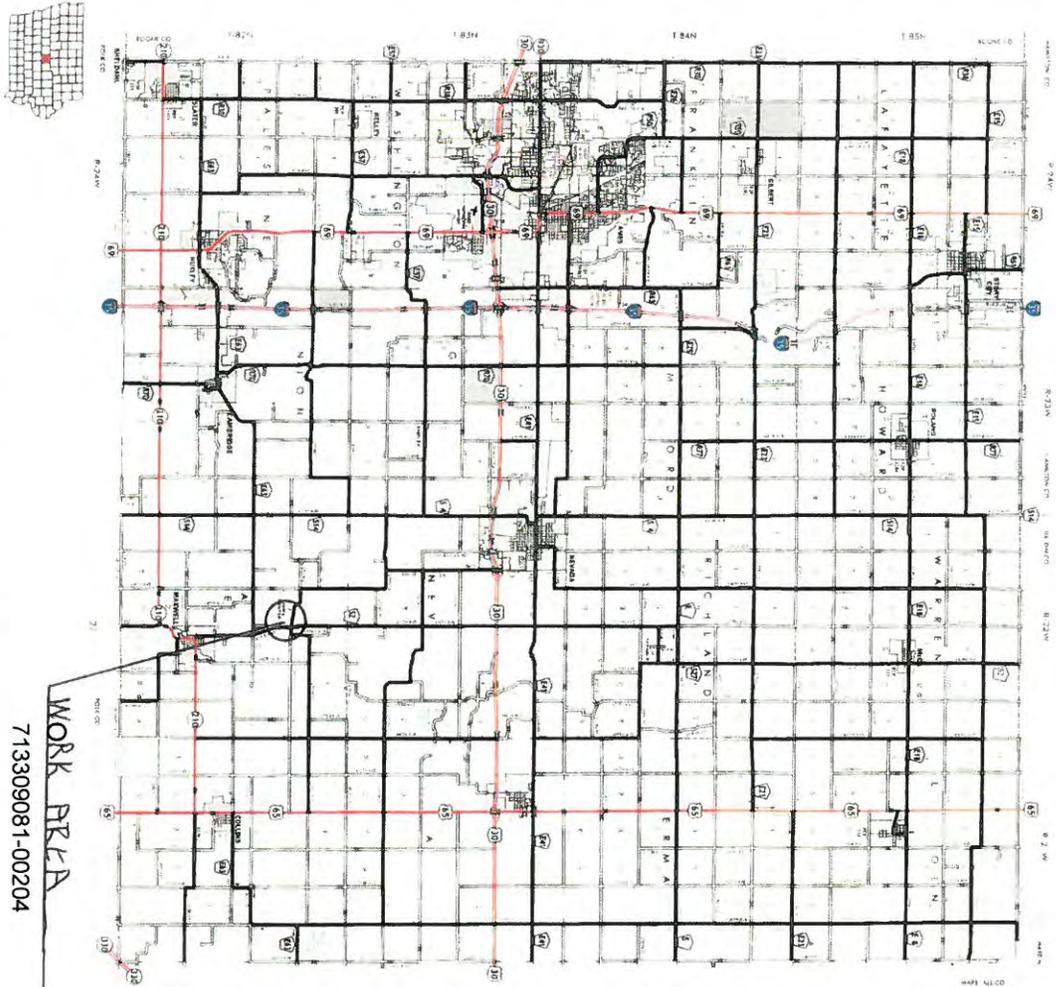
STORY COUNTY
IOWA



Scale: 1" = 0.15 miles

Legend:

- Proposed Farm-to-Market Road
- Existing Farm-to-Market Road
- Other Road
- Water
- Unimproved Land
- City/Town/Village
- County



WORK AREA
713309081-1-00204



Farm-to-Market System as of:
12-4-2017
Verified by Chair of
Farm-to-Market Review Board

Signature: _____ On File _____
Date: _____

Based on Farm-to-Market Review Board
meeting held:
12-4-2017



Story County Planning and Development

Administration Building
900 6th Street, Nevada, Iowa 50201
Ph. 515-382-7245 www.storycountyiaowa.gov

APPROVED **DENIED**
gme

Board Member Initials: _____
Meeting Date: 8/18/20
Follow-up action: approved to negotiate to procure Milford Twp site @ \$1900/acre
to procure private property debris

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Jerry L. Moore & Amelia Schoeneman, Planning and Development Department
RE: Private Property Vegetative Debris Processing Plan Due to August 10, 2020 Severe Weather
MEETING DATE: August 18, 2020

Planning and Development Department staff would like to thank Darren Moon, County Engineer, Mike Cox, County Conservation Director, Keith Morgan, Emergency Management Coordinator, the prospective property owners offering their sites for processing vegetative material, tree service company representatives that responded to our inquires, and others who provided input to assist in drafting this private property vegetative debris processing action plan.

Background

Finding a site(s) to collect and process debris for the County has been on the Planning and Development Department Work Program for the last several years. Our work to date included verbal agreements with the City of Maxwell and City of Nevada to share space in their cities for processing debris. After the August 10, 2020, storm event, Planning and Development staff reached out to Nevada and Maxwell about using these spaces for vegetative debris processing (e.g. burning and chipping). Planning and Development staff approximate that 18 acres of downed vegetative debris, piled in ten-foot high piles, may have been generated from the storm event based on Federal Emergency Management Agency (FEMA) multipliers for vegetative debris generated based on the size of dwellings in unincorporated areas. As of August 13, 2020, Maxwell's site is full and their City staff believe this represents only 20% of the downed vegetative material in the City. Nevada's site near W 18th Street is currently owned by the Nevada Economic Development Commission and is no longer an option. Jordan Cook, Nevada City Administrator, said the City's wastewater treatment plant located at S 6th Street and HWY 30 is available and their staff would burn the vegetative material along with the City's vegetative material. The capacity of this site may be limited and would require separate staging locations outside of the City for the vegetative debris before it was transported to the site.

Additional constraints are Iowa Department of Natural Resources (IDNR) rules for processing vegetative material ([567 IAC 23.2](#)). Local government entities are allowed to burn tree and tree timings originating from other locations. The burn sites are required to be over ¼ mile from dwellings. Currently, landowners may burn disaster rubbish on the property it originated from during the disaster proclamation period (until September 9, 2020).

A final constraint is FEMA Public Assistance Program requirements for reimbursement of response and recovery efforts related to a presidentially declared disaster. At present, a presidential disaster proclamation has not occurred. If FEMA reimbursement is pursued, debris cannot be collected from private property or non-public road right-of-way including private accesses, drives, and subdivision roads. It also cannot be collected from undeveloped properties or commercial properties. Collection from Story County's public road right-of-ways would likely present safety issues for motorists and many of these right-of-ways and roadways are still being cleared of debris. Also, the County's



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Ph. 515-382-7245 www.storycountyia.gov

APPROVED
Member Initials: _____
Date: _____

Secondary Roads Department is encouraging the drainage ditches to remain unobstructed to accommodate future rain events. **A vegetative debris drop-off site(s) where the public would bring their own vegetative debris may be preferable.**

Goal

Find land in Story County that the Board of Supervisors can use or lease for property owners to bring their vegetative debris to for processing.

Alternatives

1. Brian Sampson, the tenant farmer of a 57.21 acre property, which was previously a DuPont stover storage site, located on the corner of 600th Avenue and 160th Street (60016 600th Ave.) in Milford Township, is interested in working with the County. Staff has also contacted the property owner, Charlie Strom, and he supports having a debris management site on his property. Other property owners of former stover sites were contacted, however, they were not interested in working with the County. Mr. Sampson requests \$900/acre as this is the amount DuPont previously paid for the 20-acre stover site. Ten acres of the northwest corner of the site would be available for the County to process and burn vegetative material. This area of the property meets the IDNR's separation requirement from dwellings. This is illustrated in Figure 1, where the ten-acres are approximated in a yellow outline. Mr. Sampson indicated he had remnants of stover he would like to have burned/disposed of



Figure 1: Sampson Stover Site, 66016 600th.



PLEASE RECYCLE



from this western area and for the County to remove the gravel base at the end of its use of the site. Mr. Sampson would plant alfalfa or grass on the area and would be interested in an on-going contract with the County to permit the area's use in the future Mr. Sampson also supports chipping the vegetative material on the northwest 10-acre area of the site and supports spreading the ash on the farm fields. The east 10 acres of the site contains a stover pile Mr. Sampson is breaking down to use for bedding his animals. The site has two accesses and a cable is located across the access for security. Fencing around the debris piles and burn site would be required.

2. Pastor Dwayne Stewart, Christ Community Church (The Plex), 5501 George Washington Carver in Ames is interested in working with the County to use their property to stage and process vegetative material. It would likely only be used for chipping as there are dwellings near the church property. Planning and Development staff contacted the pastor to arrange a site visit to work out details of the use of the property and the plan going forward. It is currently not known if there will be a cost to the County for using the property. Figure 2 is an aerial image of the property. The property is 32.10 acres.



Figure 2: Christ Community Church, 5501 George W Carver





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Ph. 515-382-7245 www.storycountyiowa.gov



Figure 3: Cornerstone Church, 56829 Highway 30

3. Randy Brekke, Cornerstone Church, 56829 HWY 30, is interested in working with the County on allowing staging and chipping of vegetative material only, no burning. **Compensation was not requested unless the church's equipment is used.** The site identified by Brekke is shown in Figure 3, outlined in yellow. It is less than one acre.
4. Jordan Cook, Nevada City Administrator, said the City is using their dump site located at South 6th Street and HWY 30, however, he offered to allow County vegetative debris to be trucked in to the site and their staff would burn the vegetative material along with the City's vegetative material. **The current capacity of the Nevada site is unknown.** Cook said the County would need to find our own temporary storage locations for the vegetative material outside the City and trucking source. He gave us his Public Works Director's phone number to contact to make arrangements. The property is shown in Figure 4 and is 7.5 acres. The site is located in a FEMA designated flood zone.



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900 6th Street, Nevada, Iowa 50201
Ph. 515-382-7245 www.storycountyiowa.gov



Figure 4: City of Nevada Site, S 6th and Highway 30

Assessment of Alternatives

Site Management

The sites would need to be monitored by Planning and Development staff including oversight of third-party haulers and/or tree service companies processing and/or burning of vegetative debris. Also, monitoring the sites daily would assure that the loads are being checked for debris volume estimation (for FEMA reimbursement) and other management needs (additional signage, illegal dumping issues, etc.) and we may wish to ask for ID or mail to show that the vegetative debris originated from unincorporated Story County.

Planning and Development Department staff reached out to Darren Moon, Story County Engineer and Mike Cox, Story County Conservation to inquire about the possibility of obtaining their department's assistance in staff and resources to process and manage any of the above sites. Moon was supportive of the Milford Township property and the Christ Community Church site for the general public to use and he is also interested in using the Milford Township site to process and burn vegetative material from the County's right-of-ways. He is concerned about the Cornerstone Church site as HWY 30 would likely be littered with pieces of vegetative matter from the general



PLEASE RECYCLE



public hauling vegetative debris and he stated the IDOT would likely be concerned as well. He raised concerns about how these sites would be managed as their department is short-staffed now due to the storm. He said if they used their staff and equipment for private benefit, they would need to be reimbursed, as this is required by state law.

Cox said they support the use of the Milford Township and the City of Nevada’s sites. Planning and Development Department staff think they would also like to use these sites to process vegetative debris from County parks. Cox stated their staff are also busy with vegetative material removal from County parks and would not have staff available to manage a site.

Last week, Planning and Development Department staff contacted eight tree service companies to check on their availability and interest in working with the County to process vegetative debris. Planning and Development Department staff received verbal interest from two tree service companies located in Story County and are awaiting quotes for their service.

Cost Comparison of Sites

Table 1 compares the potential monetary costs of the sites. In addition to County staff monitoring, all sites would need signage to direct the public and fencing to separate piles. The Nevada site requires the use of the church sites as staging sites—the potential costs of the church sites must be added to the Nevada site costs. The church sites could also be used prior to vegetative debris being taken to the Milford Township site—the church site costs would then need to be added to the Milford Township site costs. The cost estimates for equipment and labor are based on DeCarlo Demolition Company 2016 rates. See below for their rates. At the time of writing this memo, **cost estimates from tree services were not available** and verbal interest from DeCarlo has not been obtained.

Table 1: Monetary Costs of Sites Compared

<i>Costs</i>	<i>Nevada Site</i>	<i>Church Sites</i>	<i>Sampson Site</i>
Fee for property use	N.A./Unknown	N.A./Unknown	\$900/acre
County Monitoring Staff	N.A.	Needed	Needed
Equipment	Nevada would provide	Loader/other needed*. Cornerstone Church may have equipment for fee or from tree service	Loader/other needed*. May be able to rent from Sampson for fee or from tree service
Signage and Fencing	Nevada would provide	Needed	Needed
Hauling to Site	Story County responsibility †	Public responsibility	Public responsibility
Hauling from Site	N.A.	Story County responsibility †	N.A. unless disposing of mulch/ash elsewhere
Labor for managing and processing debris	N.A.	Story County Responsibility ‡	Story County Responsibility ‡





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ASSUME USE OF EACH EQUIPMENT AT 3 SITES, FOUR HOURS A DAY, 5 DAYS A WEEK FOR 4 WEEKS

*CAT 325 EXCAVATOR WITH GRAPPLE: \$265.00/HOUR = \$63,600;

*JOHN DEERE 644 WHEEL LOADER: \$225.00/HOUR = \$54,000;

*SKIDLOADER WITH GRAPPLE: \$135.00/HOUR = \$32,400

†SEMI TRACTOR WITH 33' END DUMP (6FT SIDES) \$125.00/HOUR = TWO SITES \$20,000

‡ LABORER WITH HAND TOOLS \$ 55.00/HOUR. ASSUME TWO LABORERS PER SITE, FOUR HOURS A DAY, FOUR WEEKS = THREE SITES \$26,000

Estimated Overall Costs

Third Party (DeCarlo)	\$196,000
Tree Service Company	Unknown
Milford Township (10 acres)	\$9,000
Signs - three (4'x8' on posts, paint)	\$200/\$1000
<u>Fencing (orange construction fencing/posts)</u>	<u>\$1,450</u>
Estimated Total \$207,450	

Site advantages

- Three sites are located in areas where a large percentage of the unincorporated population is located.
- Milford Township site is northeast of Ames, in a rural area off of a 600th Avenue, a paved road, and can be used to burn vegetative material.
- The other two sites (Cornerstone Church and Christ Community Church) can provide alternate dumping locations for the general public. Only chipping of vegetative material is allowed. Both churches are located on paved roads.
- The Milford Township and church sites would be controlled by the County.
- Story County Engineering/Secondary Roads and Conservation are interested in using the Milford Township site to process vegetative debris from the County road right-of-way and County parks.
- The sites would have set hours of operation when they would be staffed.
- Milford Township site may potentially be used by the County for future disaster debris.

Site disadvantages

- If Cornerstone Church, Christ Community Church, and Nevada sites are used, the County would incur processing and hauling costs. It may be more efficient to have only one site that can accommodate staging, processing, including burning (Milford Township site).
- There is a concern about vegetative debris falling off loads onto HWY 30 road right-of-way if Cornerstone Church site is used.
- The vegetative debris processing will be messy, potentially noisy, and unsightly and will be noticed by church members and their neighboring property owners.



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FEMA Reimbursement

This event may not become a federally declared disaster. If it does, FEMA reimbursement takes time. Most of the FEMA guidance on the Public Assistance Program for debris management is geared toward removal activities from public right-of-ways. Cities typically undertake this activity and have a public drop-off site. A public-drop off or collection site, in the unincorporated area, without removal activities being conducted by the jurisdiction (Story County), may be a new model for FEMA to consider with regard to reimbursement. Planning and Development staff is continuing to look for guidance from FEMA on public collection sites. The County should be prepared to cover all costs associated with this vegetative debris processing project, pending possible FEMA reimbursement.

Recommendation

Planning and Development Department staff recommend the Story County Board of Supervisors support the use of the Milford Township site. The City of Nevada was impacted significantly from last Monday's storm and capacity at the City's site may be limited. The hauling costs to this site or from the church sites (Cornerstone Church and Christ Community Church) to the Milford Township site would be significant. If the Milford Township site reaches capacity, the Board could consider the church sites as staging or chipping sites. **Costs for a third-party tree service would also need to be considered.**

Staff also recommend the Board act to direct staff to follow the action steps identified below.

Next Steps

1. Planning and Development staff submitted debris management forms for all three sites to the IDNR in case the Board of Supervisors directs Planning and Development staff to proceed. It takes one week for IDNR to review applications. If the severe storm event becomes a presidentially-declared disaster, the IDNR will communicate with FEMA that the sites meet state requirements, which is required for reimbursement.
2. A right-entry-document, contract, and other document indemnifying the County will need to be prepared by the Story County Attorney's office and entered into with the site property owner(s).
3. Story County will need to procure a contractor following Story County and FEMA procurement procedures for exigent or emergency circumstances for vegetative debris services and hauling. If the Board decides to only use the Milford Township site, the County will not incur any foreseeable hauling fees as property owners will bring their vegetative material directly to the Milford Township property. The residual vegetative material from burning can be land applied by Mr. Sampson on his fields.
4. Planning and Development staff will need to develop a site plan for how sites will be used.
5. Due to lack of provisions in the Story County Land Development Regulations addressing processing of vegetative material during natural disasters, the Board of Adjustment may need to hold a special meeting to act on a Conditional Use Permit for the site(s) for yard waste composting.
6. County staff will need to install signage and fencing at each site. Mowing may also be required. Planning and Development staff can inquire with Facilities Management about constructing possible signs or contact a sign company.



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7. County staff will need to communicate with the general public what type of debris is permitted, any size restrictions, when and where it can be dropped off on the County's website, radio, and social media.



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Environmental Health Department
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900 6th Street, Nevada, Iowa 50201

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Report to the Story County Board of Supervisors for 8/18/2020

The Environmental Health Department returned to the office on June 3, 2020. Field work continues. Very few construction workers, developers, pumpers, etc. wear face coverings and sometimes encroach the 6' recommended distancing. Homeowners are not much better with face coverings. We are not going into people's homes unless they take all recommended COVID protection measures. Below is a summary of our main programs:

Septics

- 64 applications, 58 permits issued to date for calendar year.
- 55 TOT inspections/binding agreements.
- 9 repair permits issued.
- Pumper inspections completed, contract requirements met.

Wells

- 7 water wells permitted for calendar year.
- 23 samples for calendar year.
- 17 wells plugged for calendar year.
- Grants to Counties total spent for FY 2020 was \$21,000, with \$9,000 of the grant allotment unspent. The FY2021 GTC contract for \$30,300 is in the process of being reviewed and signed.

Tattoos

- No activity.

Pools

- Seven inspections. Most pools are closed because of pandemic.

Complaints

- Six since the May 12, 2020 report.
- Red water in creek in Story City.
- Burning in Skycrest SD north of Ames.
- Burning near Maxwell.
- Grass too tall in Skycrest SD north of Ames.
- Trash and vehicle accumulation on lot across from McCallsburg cemetery.
- House burning; asbestos concerns near Ankeny

CAFOs

- The Zoom Public Hearing for the Master Matrix review of the Maxwell North CAFO construction permit application was held on June 23, 2020. The proposal was for 4,960 finisher hogs to be housed in two buildings with 8' deep manure pits. The

application passed the minimum required score for the master matrix. Because of comments received from the public, the BOS members voted unanimously to recommend permit denial to the DNR. The DNR approved the permit anyway, and construction will begin soon.

- As an update, the Tjelmeland CAFO has been built, capacity of 4800 piglets (480 animal units), well has been drilled. No manure management plan required because of the size (500 animal units).
- Jaynes worked with Linda Murken to prepare an ISAC legislative request to evaluate and strengthen the master matrix process.

Trainings and Meetings

- Jaynes: CCMT meetings, WAWG meetings, Citizenserve.
- Bazylnski: Citizenserve.
- Jones: Citizenserve.
- Cory: Citizenserve.

Reviews with Planning & Development

- Osborn SD.
- B&L rezoning.
- Brad Perkins Human Services CUP.
- Malaby parcel SD.
- Hanks SD.

Miscellany

- Jaynes gave presentation for U of I - Ethics in Public Health: Closing Crestview, a case study.
- EH is preparing to offer permitting and paying online via Citizenserve, a software program that Planning & Development purchased. Went live last week. PIP software will continue to be used as data management for EH.
- For FY2020, Environmental Health received \$70,057.89 (97% of the budgeted) in fees, grants, and contract payments. For expenditures, EH spent \$71,660.98 (99% of budgeted) on lab, plugging, fuel, office supplies, etc., and \$322,848.77 (95% of budgeted) on salaries and benefits.
- On 8/10/2020 a wind storm took out power for many residents of the county. Property owners with septic systems that depend on electricity may need to get a generator or hire a pumper to pump the tank to buy time before it backs up. Well owners will need to find a potable water source. Testing for bacteria is recommended after a power outage.

Submitted by Margaret C. Jaynes on August 11, 2020