

The Board of Supervisors met on 10/10/23 at 10:00 a.m. in the Story County Administration Building. Latifah Faisal, Linda Murken, and Lisa Heddens, with Faisal presiding. (all audio of meetings available at [storycountyiowa.gov](http://storycountyiowa.gov); any resolution is effective upon signature and can be inspected M-F, 8-4:30, at 900 6<sup>th</sup> Street, Nevada, Iowa)

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

**PROCLAMATION RECOGNIZING OCTOBER 2023 AS DOWN SYNDROME AWARENESS MONTH:** The Board members read the proclamation in full. Heddens moved, Murken seconded the approval of the Proclamation Recognizing October 2023 as Down Syndrome Awareness Month. Roll call vote. (MCU)

**AMES CHAMBER OF COMMERCE & ECONOMIC DEVELOPMENT WORKFORCE, RETRAINING, AND**

**OUTREACH QUARTERLY REPORT:** Nikki Fischer, Director of Workforce Development and Diversity, Ames Economic Development Commission (AEDC), reported on retraining program and events. Greg Pikkapp, Director of Economic Development Outreach and Government Relations, AEDC, reported on community outreach and miscellaneous projects.

**MINUTES:** 10/3/23 Minutes – Heddens moved, Murken seconded approving the 10/3/23 Minutes as presented. Roll call vote. (MCU)

**PERSONNEL ACTIONS:** 1) new hire, effective 10/23/23, in a) Attorney's Office for Payton Handrahan @ \$23.89/hr; b) effective 10/16/23, in a) Auditor's Office for Jeff Hall @ \$18.00/hr; 2) pay adjustment, effective 10/8/23, in a) Board of Supervisors' Office for Leanne Harter @ \$4,008.07/bw; 3) correction, effective 9/24/23, in a) Auditor's Office for Kevin Norris @ \$18.40/lump sum. Murken moved, Heddens seconded approving the Personnel Actions as listed. Roll call vote. (MCU)

**CLAIMS:** 10/12/23 Claims of \$896,915.88 (run date 10/6/23, 35 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from CIDTF (\$56.38), BooST SR (\$14,361.13), BooST EC (\$6,012.31), Emergency Management (\$389.87), E911 (\$2,603.08), County Assessor (\$933.01), City Assessor (\$49,576.15), Central Iowa Community Services (\$381,667.15). Heddens moved, Murken seconded approving claims as presented. Roll call vote. (MCU)

Murken moved, Heddens seconded the approval of Consent Agenda as presented.

1. License Fees between Story County and CDW Government for Adobe Software subscription renewal, effective 10/23/23-10/22/24, for \$2,286.79
2. Quarterly Report for the following offices: Auditor, Recorder, and Sheriff
3. Contract with Cott Systems, Inc. to scan and host land records for a total cost \$123,875.00 from American Rescue Plan Act (ARPA) funds \$74,505.00 (FY24) and Recorder's Records Management fund \$49,370.00 (FY25)
4. Change Order No. 1 between Conservation and Tallgrass Land Stewardship for Soper's Mill Water Trail Access Improvements for \$3,140.00
5. Change Order No. 3 for the McFarland Lake Renovation Project for \$19,534.00 for Aaron Crane Construction
6. Contract between Conservation and Hill's Backhoe and Tiling for Trail Grading and Fence Line Clearing at Prairie Valley Preserve for \$21,940.20
7. Service Agreement between Story County and Iowa State University (ISU) Extension and Outreach Professional Development for Navigating Difference Cultural Competency Workshop at the rate of \$300.00 per participant, with a minimum of 15 participants
8. Provider and Program Participation Agreement, Amendment #1 for Raising Readers - Public Education and Awareness (not to exceed \$4,472.00) \$192.34/staff hour
9. iPad Purchase for Medical Examiner Investigator (MEI) use for \$896.55
10. Contract between Dan Moody Excavating and Story County Conservation for Tile Repairs at Hertz Family Woods and Nature Preserve for \$39,795.00
11. Amendment No. 1 to the Grant Agreement between the City of Zearing and Story County for the Water Main Improvement Project
12. Agreement between GovernmentJobs.com, Inc. (d/b/a NEOGOV) and Story County for Perform subscription, effective 1/1/24-6/30/24, for \$7,238.81

Roll call vote. (MCU)

**ENGINEER'S QUARTERLY REPORT:** Darren Moon, Engineer, reported on maintenance projects, construction projects, design work, the federal transportation bill, City of Nevada projects, Iowa Department of Transportation construction projects in the County, delays to the three proposed carbon pipelines, vacating certain level B roads, technology upgrades, and drainage districts. He reported on a statewide issue with the nighttime visibility of E911 signs and replacement.

**PLANNING AND DEVELOPMENT QUARTERLY REPORT:** Marcus Amman, Interim Director, provided updates and statistics, via Zoom, on permits, development activities, other activities, and work program.

**FY24 QUARTERLY FINANCIAL REPORT:** Lisa Markley, Assistant Auditor, reported on departmental expenses and revenues by fund for the first quarter of the fiscal year.

**DIRECTION ON MODIFICATION TO THE AGREEMENT WITH PRIMARY HEALTH CARE FOR THE DENTAL CLINIC SUPPORT AND MEDICAL CLINIC OFFICE RENOVATION PROJECT:** Leanne Harter, County Outreach and Special Projects Manager, reported on organizational changes at Primary Health Care (PHC). Nathan Simpson, PHC, reported on renovating unused space for staff and other updates. Discussion took place. Harter stated Simpson will return to the Board following PHC's issuance of a bid for the proposed changes to the project.

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

Heddens moved, Murken seconded to adjourn at 11:24 a.m. Roll call vote. (MCU)

Story County Board of Supervisors  
Tentative Agenda  
Administration Building  
900 6th St., Nevada, IA  
10/10/23

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

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

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

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

Please click the link below to join the webinar:

[HTTPS://US02WEB.ZOOM.US/J/88636935542?  
PWD=L2HNYVRKBKZVMGZNULRTYZB5M285ZZ09](https://us02web.zoom.us/j/88636935542?pwd=L2hNYVRkbnkzVmgZNUlRtyZB5M285ZZ09)

Passcode: 934031

Or One tap mobile:

+16469313860,,88636935542#,,,,\*934031# US  
+19292056099,,88636935542#,,,,\*934031# US (New York)

Or Telephone:

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

+1 646 931 3860 US  
+1 929 205 6099 US (New York)  
+1 301 715 8592 US (Washington DC)  
+1 305 224 1968 US  
+1 309 205 3325 US  
+1 312 626 6799 US (Chicago)  
+1 719 359 4580 US  
+1 253 205 0468 US  
+1 253 215 8782 US (Tacoma)  
+1 346 248 7799 US (Houston)  
+1 360 209 5623 US  
+1 386 347 5053 US  
+1 507 473 4847 US  
+1 564 217 2000 US  
+1 669 444 9171 US  
+1 669 900 6833 US (San Jose)  
+1 689 278 1000 US

Webinar ID: 886 3693 5542

Passcode: 934031

International numbers available: [HTTPS://US02WEB.ZOOM.US/U/KC6WFRJEA3](https://us02web.zoom.us/j/88636935542?pwd=L2hNYVRkbnkzVmgZNUlRtyZB5M285ZZ09)

2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. ADOPTION OF AGENDA:

5. PUBLIC COMMENT #1:

This comment period is for the public to address topics on today's agenda

6. Consideration Of Proclamation Recognizing October 2023 As Down Syndrome Awareness Month

Department Submitting Board of Supervisors

Documents:

DOWN SYNDROME AWARENESS MONTH.PDF

7. AGENCY REPORTS:

8. Ames Chamber Of Commerce & Economic Development Workforce, Retraining, And Outreach Quarterly Report - Nikki Fischer & Greg Pıklapp

Department Submitting Auditor

Documents:

RETRAINING PROGRAM.PDF  
OUTREACH.PDF

9. CONSIDERATION OF MINUTES:

I. 10/3/23 Minutes

Department Submitting Auditor

10. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) new hire, effective 10/23/23, in a) Attorney's Office for Payton Handrahan @ \$23.89/hr; b) effective 10/16/23, in a) Auditor's Office for Jeff Hall @ \$18.00/hr; 2) pay adjustment, effective 10/8/23, in a) Board of Supervisor's Office for Leanne Harter @ \$4,008.07/bw; 3) correction, effective 9/24/23, in a) Auditor's Office for Kevin Norris @ \$18.40/lump sum

Department Submitting HR

11. CONSIDERATION OF CLAIMS:

I. 10/12/23 Claims

Department Submitting Auditor

Documents:

CLAIMS 101223.PDF

12. 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 License Fees Between Story County And CDW Government For Adobe Software Subscription Renewal, Effective 10/23/23 - 10/22/24 For \$2,286.79

Department Submitting Information Technology

Documents:

CDW ADOBE RENEWAL.PDF

II. Consideration Of Quarterly Report For The Following: Auditor, Recorder, And Sheriff

Department Submitting Auditor

Documents:

AUDITOR QTR.PDF  
QTR.PDF

III. Consideration Of Contract With Cott Systems, Inc – To Scan And Host Land Records For \$123,875 (ARPA Budgeted \$63,705 & \$10,800 (Budgeted) FY2024; \$49,370 From Records Management For FY2025)

Department Submitting Recorder

Documents:

COTTOIBRECORDERPROJECT.PDF

IV. Consideration Of Change Order No. 1 Between Conservation And Tallgrass Land Stewardship For Soper's Mill Water Trail Access Improvements For \$3,140.00

Department Submitting Conservation

Documents:

TALLGRASS CO 1.PDF

V. Consideration Of Change Order No.3 For The McFarland Lake Renovation Project For \$19,534.00 For Aaron Crane Construction

Department Submitting Conservation

Documents:

AARON CRANE CO 3.PDF

VI. Consideration Of Contract Between Conservation And Hill's Backhoe And Tiling For Trail Grading And Fence Line Clearing At Prairie Valley Preserve For \$21,940.20

Department Submitting Conservation

Documents:

HILL BACKHOE CONTRACT.PDF

- VII. Consideration Of Service Agreement Between Story County And ISU Extension And Outreach Professional Development For Navigating Difference Cultural Competency Workshop At The Rate Of \$300/Participant, With A Minimum Of 15 Participants

Department Submitting Human Resources

Documents:

NAVIGATING DIFFERENCES WORKSHOP.PDF

- VIII. Consideration Of Provider And Program Participation Agreement, Amendment #1 For Raising Readers To Offer Public Education And Awareness Services Rather Than Advocacy For Social Development Services For FY24 (Administrative Change)  
Public Education & Awareness (Not to exceed \$4,472) \$192.34/1 Staff hr

Department Submitting Board of Supervisors

Documents:

RAISING READERS CONTRACT AMENDMENT.PDF

- IX. Consideration Of iPad Purchase For MEI Use (Medical Examiner Equipment) Total For \$896.55

Consent

Department Submitting Board of Supervisors

Documents:

MEI IPAD.PDF

- X. Consideration Of Contract Between Dan Moody Excavating And Story County Conservation For Tile Repairs At Hertz Family Woods And Nature Preserve For \$39,795.00

Department Submitting Conservation

Documents:

DAN MOODY CONTRACT.PDF

- XI. Consideration Of Amendment No. 1 To The Grant Agreement Between The City Of Zearing And Story County For The Water Main Improvement Project

Department Submitting Board of Supervisors

Documents:

AMD REQUEST.PDF

XII. Consideration Of Agreement Between GovernmentJobs.com, INC (Dba "NEOGOV") And Story County For Perform Subscription Effective 1/1/24 - 6/30/24 For \$7,238.81

Department Submitting Human Resources

Documents:

PERFORM 2024.PDF

13. PUBLIC HEARING ITEMS:

14. ADDITIONAL ITEMS:

15. DEPARTMENTAL REPORTS:

I. Engineer Quarterly Report - Darren Moon

Department Submitting Auditor

Documents:

ENG QTR.PDF

II. Planning & Development Quarterly Report - Marcus Amman

Department Submitting Planning & Development

Documents:

PD QTR.PDF

16. OTHER REPORTS:

I. 1st Quarter FY24 Financial Report - Lisa Markley

Department Submitting Auditor

Documents:

QUARTERLY STORY COUNTY FINANCIAL REPORT FY24.PDF

II. Discussion And Direction On Modification To The Agreement With Primary Health Care For The Dental Clinic Support And Medical Clinic Office Renovation Project - Leanne Harter

Department Submitting Board of Supervisors

Documents:

POTENTIALAMD26.PDF

17. UPCOMING AGENDA ITEMS:

18. PUBLIC COMMENT #2:

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

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

20. 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

10/10/23

NAME

Nikki Fischer

Greg Pickens

Sandra King

DARRIN MOON

Jana Mackley

AGENCY

Ames Chamber

Ames Chamber

BUS

LENG

Ames

# PROCLAMATION

## *Down Syndrome Awareness Month*

**October 2023**

**WHEREAS**, each year, about 6,000 babies are born with Down syndrome – a 1 in 700 chance; and

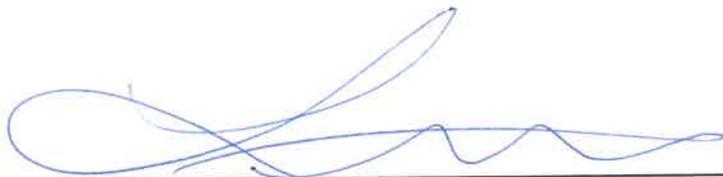
**WHEREAS**, there are over 250,000 individuals living with Down syndrome in the United States; and

**WHEREAS**, while research and early intervention have resulted in dramatic improvements in the lifespan and potential of those who are affected, more investigation is needed into the causes and treatment of Down syndrome; and

**WHEREAS**, possessing a wide range of abilities, people with Down syndrome are active participants in educational, occupational, social, and recreational circles of our communities; and

**WHEREAS**, individuals with Down syndrome should have equal opportunity to achieve the universally desired goals of self-fulfillment, pride in their achievements, inclusion in their community and reach their fullest potential.

**NOW, THEREFORE, BE IT RESOLVED THAT**, We, the Story County Board of Supervisors, do hereby proclaim October 2023 as Down Syndrome Awareness Month and encourage our citizens to work together to promote respect and inclusion of individuals with Down Syndrome and to celebrate their accomplishments and contributions.

	<u>10/10/23</u>
SIGNATURE	DATE
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	<u>10/10/23</u>
SIGNATURE	DATE



# Story County Report Q3, 2023

## Retraining Program



### 11 Students Completed Program in Q3

- CNA
- Dog Grooming
- Advanced CNA
- IEM

### Student Zip Codes

- Ames, Colo, Gilbert, Maxwell, Nevada, Roland, Zearing

### Student Statistics

- 39 year old average
- 6 students have jobs
  
- Fall Promotions have been pushed out
- Journeyman's Class in September

## Workforce

### Q3 Workforce Events

ISU Zoo Brew at Blank Park Zoo

"Cutting Edge Social Media Marketing Strategies for Small Businesses" Course with DMACC

ISU Welcome Fest

Iowa State University Alumni Association Happy Hour

Drake University Career Fair

UNI Career Fair

ISU People to People Career Fair

Iowa Central Career Fair

Iowa Western Career Fair



People to People Career Fair



UNI Career Fair



ISU Zoo Brew at Blank Park Zoo



Ames  
CHAMBER OF COMMERCE  
& ECONOMIC DEVELOPMENT

Nikki Fischer, Director of Workforce Development & Diversity  
Ames Chamber of Commerce & Economic  
Development Commission

# WORK in AMES.com

## WorkInAmes.com

- 1,650+ average open positions
- 2,388 registered job seekers
- 813 registered employers
- 14,306 total users in Q1-Q3
- Advertising on 1430 KASI
- New pop-up window that prompts users to send resume

## Work In Ames Facebook

- 58 posts in Q1-Q3
- 33,725 people reached
- 1,825 followers (+57 in 2023)

## Work In Ames Twitter

- 33 tweets in Q1-Q3
- 2,701 impressions
- 528 followers

## Relocation & Workforce Monthly Newsletter

- Emails sent to 3,288 contacts
- 27.4% open rate

## Future Ready Quarterly Newsletter

- 1,593 contacts (businesses & school districts)
- 34% open rate

## Boone & Story County Unemployment Rate

- Boone County (August) - 2.9%
- Story County (August) - 2.7%

## Google Adwords

- Ongoing advertising campaign to drive more unique visitors to the Work In Ames website
- Ads populate on Google search results pages based on what the individual searched and key demographics like their location
- 35,593 impressions in Q1-Q3
- 2,936 clicks to the website

## See Yourself in Ames Intern Program

May 24th - CyTown with Rick Sanders

- 105 attendees

June 15th - Young Professionals Panel & FUEL Fest

- 112 attendees

July 6th - Boone and Story County Tour & Dinner

- 100 attendees

July 27th - Networking & Personal Branding with Adam Carroll

- 94 attendees



## Future Workforce Events

### Ames MSA Future Ready Night

- Wednesday, October 18th
- ICAN will be giving FAFSA presentation
- All juniors, seniors, and their families within Story and Boone County are invited!

### Boone National Guard Career Fair

- Sunday, October 15th
- 1:00-3:00pm

### Women in Leadership @ Della Viti

- Monday, October 23rd
- Social Event
- Professional headshots, Dog-Eared Books pop-up book store, and networking

### Symposium on Building Inclusive Organizations

- Wednesday, November 15th

# Story County Report Q3, 2023

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## Economic Outreach

### Gilbert

- 40,000 sq. ft. Light Industrial/Commercial Development plan approved by Mayor/Council. Final agreement is being handled by legal.
- Started communications with UPRR to help the city complete 3 boring/road projects in the community.

### Roland

- Comprehensive Plan revisions done, mapping is being updated for Roland City Planning/Zoning and Council to approve later in October/2023.
- Communication with downtown property owner and city staff on purchase negotiations is proceeding and awaiting response to initial proposal.
- Working with new RADC (Roland Area Development Corp.)

### Zearing

- County APRA Funding Request for Project Change.

### Colo

- New Housing Development targeted for Hwy 30, 20+ acres with future option on 12+
- Child Care Project Proceeding, IWF grant was denied, City and I are targeting private donations approaches.

### McCallsburg

- Story County Housing Trust: Homes for Iowa to be placed on city lot for 2025. Interest for another to be sold to different buyer.



Greg Piklapp, Director of Economic Development  
Outreach & Government Relations

Ames Chamber of Commerce & Economic Development  
Commission

## Collins

- Rural Empowerment Grant not applied for, pivoting to private donations early 2024 for Food Truck Court Project.
- Helping with City on new uses of former lagoon targeted city property no longer serviceable for such needs.
- Catalyst Grant Project is closed at IEDA, soft opening targeted for later in October.
- Downtown vacant building just opened, discussing with owner to look at upper story housing tax credits and main floor renovations.
- New gunsmith store is open, looking to increase business but we are working towards a county façade grant in 2024

## Cambridge

- Mayor/Council/Staff ED Community visioning set for November.
- Did apply for state Rural Empowerment Grant, awaiting announcement.
- Housing Rehab Grant Program is closing on first 3 applicants, we helped create this program and will be closing reviews early October.

## Slater

- Childcare Project is proceeding with new concept and location, working on purchase negotiations.

## Miscellaneous Projects:

- Rural OCIO/Broadband Story County Grants for two different state identified zones.
- CBAN 2023 Central Iowa Digital Equity Working Group Summit
- 2023 Upper Midwest APA Planning Conference, Private/Public Partnership Presentation
- ARA Formal Launch Conference at Iowa State University
- Iowa Leadership Exchange, October in Nevada
- Story County Housing Action Plan Taskforce Meetings
- Story County Chapter 6/Economic Development Workshops
- January/2024 ED 101 event for newly elected local officials.
- Event with USDA Iowa Rural Development Director Greenfield, Spring 2024



Hardware

Software

Services

IT Solutions

Brands

Research Hub

# ORDER CONFIRMATION

**TIM PATTERSON,**

Thank you for choosing CDW•G. We have received your order. Please take a moment to review it for accuracy and completeness.

**APPROVED** **DENIED**

Board Member Initials: TP

Meeting Date: 10/10/23

Follow-up action: \_\_\_\_\_

[View Order Online](#)

**This order is non-cancelable, non-returnable unless warranted by the manufacturer.**

ORDER #	ORDER DATE	PO #	CUSTOMER #
NPDF637	9/29/2023	NNZS948	8484660

### ORDER DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
<b>Adobe Creative Cloud for teams - All Apps - Subscription Renewal - 1 user</b> Mfg. Part#: 65304042BC02B12 Electronic distribution - NO MEDIA Contract: SVAR_IA_L_Iowa NVP Software_IA_17109B (CTR060021_IA_17109B)	2	7062558	\$943.58	\$1,887.16
<b>Adobe Premiere Pro CC for teams - Subscription Renewal - 1 user</b> Mfg. Part#: 65304054BC02B12 Electronic distribution - NO MEDIA Contract: SVAR_IA_L_Iowa NVP Software_IA_17109B (CTR060021_IA_17109B)	1	6973203	\$399.63	\$399.63

<b>SUBTOTAL</b>	\$2,286.79
<b>SHIPPING</b>	\$0.00
<b>SALES TAX</b>	\$0.00
<b>GRAND TOTAL</b>	<b>\$2,286.79</b>

PURCHASER BILLING INFO	DELIVER TO
<b>Billing Address:</b> STORY COUNTY INFORMATION TECHNOLOGY ACCOUNTS PAYABLE 900 6TH ST ADMINISTRATION BLDG NEVADA, IA 50201-2004 <b>Phone:</b> (515) 382-7304 <b>Payment Terms:</b> NET 30-VERBAL	<b>Shipping Address:</b> STORY COUNTY INFORMATION TECHNOLOGY TIM PATTERSON 900 6TH ST ADMINISTRATION BLDG NEVADA, IA 50201-2004 <b>Phone:</b> (515) 382-7304 <b>Shipping Method:</b> ELECTRONIC DISTRIBUTION
	<b>Please remit payments to:</b> CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515



### Sales Contact Info

**Neal Zolt** | (866) 843-0749 | [nealzol@cdwg.com](mailto:nealzol@cdwg.com)

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Support



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This order is subject to CDW's Terms and Conditions of Sales and Service Projects at

<http://www.cdw.com/content/terms-conditions/product-sales.aspx>

For more information, contact a CDW account manager

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COUNTY AUDITOR'S REPORT OF FEES COLLECTED

STATE OF IOWA }  
STORY COUNTY }

TO THE BOARD OF SUPERVISORS OF STORY COUNTY:

**APPROVED**  
**DENIED**  
Board Member Initials: LM  
Meeting Date: 10/10/23  
Follow-up action: \_\_\_\_\_

Pursuant to the Code of Iowa, Chapter 331.902, ~~Collection and Disposition of Fees~~ collected, I, Lucy Martin, Auditor of the above named County and State, do hereby certify that the following is a true and correct statement of fees collected by me in my office for the quarter ending September 30, 2023 and the same has been paid to the Story County Treasurer.

For Elections for Other Entities Elections		\$ 38.00
Misc Elections	38.00	
HAVA		
City/School Elections		
Special Elections		
For Other Office Fees		\$ 4,756.87
Plat Books	307.20	
Computer Lists		
Fiscal Agent Fees	4,444.17	
Map Copies		
Copies	5.50	
Miscellaneous		
TOTAL		\$ 4,794.87

Treasurer's Receipts for the above are attached.

  
\_\_\_\_\_  
LUCY MARTIN  
Story County Auditor  
October 2, 2023

COUNTY RECORDER'S REPORT OF FEES COLLECTED FOR 1st QUARTER  
FISCAL YEAR 2023-2024.

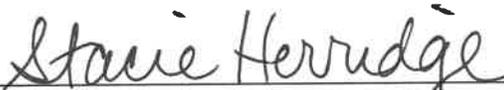
STATE OF IOWA}  
COUNTY OF STORY}

TO: THE STORY COUNTY BOARD OF SUPERVISORS

Pursuant to the Code of Iowa, Chapter 331.902, Collection and Disposition of Fees, I, Stacie Herridge, Recorder of the above-named County and State do hereby certify that the following is a true and correct statement of the fees collected by me in my office for the 1st Fiscal Quarter ending Sept. 30, 2023, and the same has been paid to the County Treasurer.

Change of Title Fees	01000-08000-4100-07	\$3,800.00
Records Management Fees	27000-08000-4140-07	\$2,503.00
Electronic Transaction Fees	56000-08000-4160-07	\$2,503.00
Real Estate Transfer Tax	01000-08000-4040-07	\$39,309.44
Recording Fees	01000-08000-4000-07	\$56,792.00
Snowmobile Fees	01000-08000-4010-07	\$69.00
Boat Fees	01000-08000-4020-07	\$502.00
Hunting & Fishing Fees	01000-08000-4030-07	\$3.50
UCC Fees	01000-08000-4050-07	\$0.00
Copy Fees	01000-08000-4060-07	\$1,291.75
ATV Fees	01000-08000-4070-07	\$1,655.00
Vital Records Fees	01000-08000-4130-07	\$5,424.00
Passport Fees	01000-08000-4150-07	\$9,650.00
Boat Title Fees	01000-08000-4120-22	\$270.00
Interest	01000-00054-6000-07	\$75.41
Overages	01000-00055-8220-07	\$57.55
DNR Fees	01000-08000-4080-07	\$0.00
Total paid to Story County Treasurer		\$123,905.65

All of which is respectfully submitted this 3rd day of October, 2023.

  
Stacie Herridge, Story County Recorder

Subscribed and sworn to before me, the undersigned, and filed in my office this 4<sup>th</sup> day of October, 2023.

  
Lucy Martin, Story County Auditor

Revised April 12, 2016

**APPROVED** **DENIED**

Board Member Initials: LM

Meeting Date: 10/10/23

Follow-up action: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

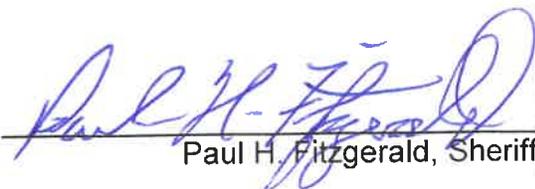
**Story County Sheriff's Report**  
**Total Income Earned**  
**For the Quarter Ending September 30, 2023**

Civil Fees (01000-01000-4400-05)	\$33,632.45
Civil Fees (Credit Card)	1,482.33
Permits to Carry Concealed Weapon (01000-01000-4410-05)	\$3,325.00
Permits to carry Concealed Weapon - Credit Card	\$5.00
Interest (01000-00054-6000-05)	\$69.83
Work Release (01000-01000-4400-05)	\$825.00

**Total** **\$39,339.61**

**APPROVED** **DENIED**  
Board Member Initials: PH  
Meeting Date: 10/10/23  
Follow-up action: \_\_\_\_\_

**Total Paid to Story County Treasurer** **\$39,339.61**

  
Paul H. Fitzgerald, Sheriff

Dated 09/29/2023  
PHF:kan



Contract for

## Records for Online Index Books

Story County, Iowa

Stacie Herridge, County Recorder

September 20, 2023



Cott Systems, Inc.  
2800 Corporate Exchange Dr.  
Columbus, OH 43231  
(800) 234-2688 | [cottsystems.com](http://cottsystems.com)



## ADDENDUM FOR ONLINE INDEX SERVICES

This **Addendum for Online Index Services** ("Addendum") is by and between Cott Systems, Inc. ("Cott") and County Recorder, Story County, Iowa ("Customer"). This Addendum is being "Executed" (signed) under the Terms and Conditions of Cott's **Master Agreement for Products and Services**.

- 1. Service.** Cott will electronically capture, where applicable, and catalog pages from the index books and/or index cards and/or record books along with, where applicable, the associated key tables, sub index, charts or tabs, and create setout names, alphabetical breakdowns or numeric breakdowns for the index book pages and/or index cards where appropriate, as specified. The electronic pages of the book(s) will be examined for quality and readability, and pages will be numbered to allow for linkage between index book and/or index card entries and record book entries where applicable.
- 2. Source.** The source of index and record book images and/or index card images, may include, though is not limited to, microfilm, microfiche, aperture cards, CD/DVDs containing information in .TIF format and original hardcopy index and record books and/or index cards. Project efforts may include onsite scanning from original books and/or index cards, and if so, would be specified. While Cott will use reasonable efforts to provide a quality image, Customer is responsible for ensuring that the quality of captured index and record books pages and/or index cards is acceptable.
- 3. Third Party Processing.** Customer acknowledges Cott may utilize a third party for off-site processing source documents.
- 4. Fees.** The fees are set forth in the "Fees" and "Payments" sections.
- 5. Early Termination.** Customer may terminate this service and this Addendum by providing written notice to Cott. Cott is entitled to recover from Customer all fees incurred through the date of termination (even if Go-Live has not occurred yet).
- 6. Ownership.** Cott and Customer acknowledge the Customer owns all rights and privileges to the information made available through this service. Cott will not remarket or claim ownership of the information.

7. **Information Presented.** While Cott's systems allow for excluding certain information from being viewable when accessing Customer's base system utilizing Online Index Books or Online Books, Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information. Cott exercises no control over, specifically rejects any responsibility for and will be held harmless from and against any liability for the form, content, accuracy or quality of information passing or obtained through or resident on the Online Index Books system or the Online Books. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing. Customer will be responsible for implementing and carrying out such standards and any information input errors.
8. **Disclaimer of Warranty.** EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE INFORMATION MADE AVAILABLE THROUGH THIS SERVICE OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE INFORMATION OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.
9. **Standard Terms.** Cott's Master Agreement for Products and Services also applies to the provision of products and services by Cott under this Addendum and the terms of such Agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

The terms of this Addendum govern the provision of services by Cott under this Addendum and any Schedules executed by Cott and Customer hereunder from time to time.

**X Customer Acknowledgement:**  \_\_\_\_\_ **Date:** 10/10/23

Cott and Customer have executed this contract to be effective as of the date it is signed by Customer. Cott's **Master Agreement for Products and Services** also applies to the provision of services by Cott under this contract and the terms of such agreement are hereby incorporated by reference. The terms actually set forth in this contract will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

Master Agreement for Products and Services 9/12/2023  
(Date Signed)

Online Index Books Hosted Services Addendum 9/12/2023  
(Date Signed)

County Recorder, Story County, Iowa

(County, Parish, Town)

**COTT SYSTEMS, INC.**

Deborah A. Ball 9-21-2023  
(Signature) (Date)

Deborah A. Ball  
(Print Name)

Chief Executive Officer  
(Print Title)

[Signature]  
(Signature)

**CUSTOMER**

[Signature] 10/10/23  
(Signature) (Date)

Latifah Faisal  
(Print Name)

Board of Supervisors, chair  
(Print Title)

[Signature]  
(Signature)



**Customer acknowledgement also required on additional page(s).**

Please digitally sign and initial; or print, sign, and initial original copy.

Once contract is signed, please fax or email the **entire** contract to Cott.

To: **Cott Systems | ATTN: Finance Dept. | 1.866.540.1072 | [contracts@cottsystems.com](mailto:contracts@cottsystems.com)**

**A Note Regarding COVID-19**

Cott Systems adheres to all applicable local, state, and federal guidelines regarding COVID-19. Work by Cott team members, including though not limited to applicable travel and on-site work, or third-party providers of equipment, may be impacted by COVID-19 related restrictions. As your project progresses, we will work with you to make any necessary adjustments to coordinate the successful completion of your project.

## ORDER SUMMARY

### 1. Records for Online Index Books.

- Town Lot Deed Books A – Z (book C missing), 1855 – 1902.
- Tow Lot Deed Record 27 – 99, 1902 – 1954.
- County Land Deed Record Books A – Y, 1853 – 1876.
- County Land Deed Record Books 26 – 88, 1876 – 1954.
- Miscellaneous Books 1 – 74, 1876 – 1954.

### 2. Total Record Volumes.

- (187) bound.
- (73) loose leaf.

### 3. Record Source.

- Loose. On-site scanning in Story County by Cott Systems.
- Bound. Off-site scanning at Cott location in Ohio.

**4. Image Export.** Project additionally includes providing copy of scanned record images on portable media (external USB drive, thumb drive, CD/DVD). Will deliver images in .TIFF format within a MS Windows directory. Customer may scroll through directory to recorded documents' starting book/page and subsequent recorded pages. As it relates to redaction, our delivery will be one set of all of the images unredacted and also a set of only images that are redacted, permanently masked.

### 5. Requirements.

- Bound books will be transported to Cott for scanning. Books will be scanned as bound. Once scanning is complete, bound books will be returned to the customer.
- If any pages from the books are needed while the books are off-site, they will be scanned inside two (2) business days and emailed to the Customer.

**6. GB of Images (Storage Factor).** This project will yield approximately 84 GB worth of images.

**7. Historical Redaction Service.** Cott will provide a service that utilizes Optical Character Recognition ("OCR") technology and manual verification to identify and permanently redact sensitive data element(s). Based on a rigorously tested rule set configured to your state's trends, clues are identified and sensitive information is flagged for redaction. Our verification clerks will review 100% of all flagged images one by one and either accept or reject the suggested redaction. The redacted images will be imported into Customer's base system for public search purposes.

- Town lot Deed Records 62 – 99.
- County Land Deed Record Books 78 – 88.
- Data Element. SSN.
- Entire data element to be redacted, XXX-XX-XXXX.

**8. Deployment.** Hosted deployment, adding records for Recorder to county site shared by Auditor and Recorder.

**9. Implementation.** Project management and service installation are included.

- Includes Find/Replace Utility for Online Index Books (OIB). Allows for setup and one (1) training session on OIB Utility for Finding/Replacing images -from time to time there may be a need for an image to be rescanned/replaced per Customer determination.

<b>Fees</b>		<b>\$123,875 and \$130 / month</b>
Image Export efforts make up \$2,775 of the \$123,875 Project Fee.		
<b>Schedule of Payments</b>	Invoice upon receipt of signed contract	\$61,940
	Invoice upon installation	\$61,935 <sup>1</sup>
	Invoice upon Go-Live Date (training)	\$130 / month <sup>2</sup>
<sup>1</sup> Cott will issue invoice upon completing the installation of images. <sup>2</sup> Monthly fee is in addition to current monthly system fee. In the event the image source requires broader scanner settings to ensure the resulting images are of adequate quality, a higher monthly fee may apply.		

**TERM:** current Online Index Books term for Auditor and Recorder is effective through 10/31/2026.

**PLEASE NOTE:** The pricing in this offer is valid through 10/22/2023. After this date, this offer will be priced at the current rate.

**X Customer Acknowledgement:**  \_\_\_\_\_ **Date:** 10/10/23

**Customer to provide the following:**

- Permission to Take Bound Books Off-Site
- Access to Hardcopy Books
- Broadband High-Speed Access

**Work & Search Stations**

Use one of the following supported browsers:

- Microsoft Edge
- Google Chrome
- Mozilla Firefox



Story County Conservation Board - McFarland Park 56461 180<sup>th</sup> St. - Ames, Iowa 50010-9451  
Phone (515) 232-2516 - Fax (515)232-6989 - Email: conservation@storycounty.com  
www.storycountyconservation.org

Memorandum

To: Story County Board of Supervisors  
Through: Michael D. Cox, Director  
From: Patrick Shehan, Special Projects Ranger  
Date: October 10, 2023  
Re: Consideration of Change Order No. 1 for Soper's Mill Water Trail Access Improvements for \$3,140.00 from Tallgrass Land Stewardship.

The attached Change Order modifies the contract with Tallgrass Land Stewardship for additional erosion control blanket. This additional erosion control blanket was increased to cover most of the previously unprotected disturbed areas that posed an unforeseen erosion potential.

Funds for this Change Order are within the budgeted amount for the project.

Story County Conservation Board recommends your approval.

Approval

Disapproval

10/10/23  
Date

Date

**CHANGE ORDER  
NUMBER 1**

Date of Issuance: October 2, 2023

Effective Date: October 2, 2023

PROJECT: Soper's Mill Water Access	ENGINEER'S PROJECT NUMBER: 22-25654
OWNER: Story County	DATE OF CONTRACT:
CONTRACTOR: Tallgrass Land Stewardship	OWNER'S CONTRACT NUMBER:

**The Contract Documents are modified as follows upon execution of this Change Order:**

Description:

The extent of the Erosion Control Blanket installation is increased to include the entire disturbed area.

Attachments:

N/A

**CHANGE IN CONTRACT PRICE:**

**CHANGE IN CONTRACT TIMES:**

Original Contract Price:

\$146,432.00

(Increase) (Decrease) from previously approved  
Change Orders Number - to -

\$0.00

Contract Price prior to this Change Order:

\$146,432.00

(Increase) (Decrease) of this Change Order:

\$3,140.00

Contract Price Incorporating this Change Order:

\$149,572.00

Original Contract Times:  Working Days  Calendar Days

Substantial Completion dates: September 1, 2023  
Ready for Final Payment dates: September 29, 2023

(Increase) (Decrease) from previously approved  
Change Orders Number 0 to 1

Substantial completion (day or dates): -  
Ready for Final Payment (day or dates): -

Contract Times prior to this Change Order:

Substantial Completion dates: September 1, 2023  
Ready for Final Payment dates: September 29, 2023

(Increase) (Decrease) of this Change Order:

Substantial Completion dates: -  
Ready for Final Payment dates: -

Contract Times with all approved Change Orders:

Substantial Completion dates: September 1, 2023  
Ready for Final Payment dates: September 29, 2023

RECOMMENDED:

I+S GROUP

By:

Engineer (Authorized Signature)

Date:

October 2, 2023

APPROVED:

Story County

By:

Owner (Authorized Signature)

Date:

10/10/23

ACCEPTED:

Tallgrass Land Stewardship

By:

Contractor (Authorized Signature)

Date:

Number	Item	Unit	Quantity	Unit Price	Amount	
					Increase	Decrease
11	Erosion Control Blanket	SY	628.0	\$ 5.00	\$ 3,140.00	

**TOTALS**  
 NET CHANGE IN CONTRACT PRICE  
 INCREASE IN CONTRACT TIME, days

\$3,140.00	\$0.00
\$3,140.00	
0	

Justification For Changes:

The extent of the Erosion Control Blanket installation is increased to include the entire disturbed area.



Memorandum

To: Story County Board of Supervisors  
Through: Michael D. Cox, Director  
From: Ryan Wiemold, Parks Superintendent  
Date: October 10, 2023  
Re: Consideration of Change Order No.3 for the McFarland Lake Renovation Project for \$19,534.00 for Aaron Crane Construction.

The attached Change Order modifies the contract with Aaron Crane Construction and addresses a solution for a sand layer in the lake found during excavation. A core trench will be dug out along the dam and filled and packed with clay soil from on site. This will ensure integrity of the dam face and keep water from infiltrating and deteriorating the dam. Additionally, scope for addressing the currently installed drain pipe that will need removed and then reinstalling is also reflected.

Furthermore, there was a deduct on material costs in the contract as it was field directed to place rip rap along the south shore of the lake and use the flexi-mat for the project along the north shore of the lake. Previously these materials were alternated along these shorelines. After difficulty in accessing the south shoreline and placing flexi-mat it was determined this switch in material location would be an acceptable solution. Having the flexi-mate along the north shoreline actually improves the aesthetic view from the Conservation Center and upon entry onto the trail system, where the majority of our users view the lake upon entry.

This change order is for \$19,534.00 and is within the budgeted amount for the project. The contracted total for this project is now \$ 1,025,503.00.

The Story County Conservation Board recommends your approval.

Approval

Disapproval

Date

10/10/23

Date

# CHANGE ORDER

DATE:  
October 4, 2023

PROJECT:  
McFarland Lake Restoration  
420543-0

CHANGE ORDER NUMBER:  
03

OWNER:  
Story County Conservation  
56461 180<sup>th</sup> St  
Ames, IA 50324

CONSULTANT:  
Shive-Hattery, Inc.  
4125 Westown Pkwy, Suite 100  
West Des Moines, IA 50266

CONTRACTOR:  
Aaron Crane Construction  
1833 120<sup>th</sup> Ave  
Manchester, IA 52057

**THE CONTRACT IS MODIFIED AS FOLLOWS UPON EXECUTION OF THIS CHANGE ORDER:**

The project quantities are adjusted as follows:

1. Flexamat will be used instead of rip rap for the shoreline armoring areas adjacent to the northwest fishing node, and rip rap will be used for all shoreline armoring along the southeast shoreline, instead of the mixture of flexamat and rip rap as shown in the plans. This will require a 54 SY decrease in flexamat quantity. 54 SY at the contract price of \$60 per SY is a decrease of \$4,320. This will also require a 59 ton increase in rip rap quantity. 59 tons at the contract price of \$56 per ton is an increase of \$3,304. This results in a net **decrease of -\$1,016**.
2. Sandy alluvium material has been observed in the existing embankment foundation at the upstream and downstream toes of the embankment as observed by the contractor, engineer, and Story County Conservation. To reduce risk of seepage below the existing embankment, the upstream face of the lake embankment will be over-excavated, and replaced with suitable impervious fill material. This is estimated to require 1,800 CY of over-excavation, which will be paid at a unit price of \$5.00 per cubic yard. This results in an **increase of \$9,000**.
3. The over-excavation area along the embankment face will need to be replaced with suitable fill material. When accounting for 20% shrink, the over-excavated area will require a fill volume of 2,160 cubic yards, which will be paid at a unit price of \$5.00 per cubic yard. This results in an **increase of \$10,800**.
4. The low level drawdown pipe will need to be removed and replaced to complete the work in this area. The cost for effort to remove and replace the drawdown pipe is \$750. This results in and **increase of \$750**.

**Total increase by this Change Order = \$19,534**

There will be no change to the Contract Time as a result of this Change Order.

Original Contract Sum	\$	932,779.00
Net Change by previously authorized Change Orders	\$	73,190.00
Contract Sum prior to this Change Order	\$	1,005,969.00
Amount that this Change Order will increase the Contract Sum	\$	19,534.00
New Contract Sum including this Change Order	\$	1,025,503.00

The Contract Time will be increased by zero (0) days.

The date of Substantial Completion will remain December 1, 2023.

**THIS DOCUMENT IS NOT VALID UNTIL SIGNED BY CONSULTANT, CONTRACTOR, AND OWNER.**

Shive-Hattery, Inc.

CONSULTANT

*Luke Monat*

SIGNATURE

Luke Monat, P.E.

PRINTED NAME

10-4-2023

DATE

Aaron Crane Construction

CONTRACTOR

*Aaron Crane*

SIGNATURE

Aaron Crane

PRINTED NAME

10-4-2023

DATE

Story County ~~Conservation~~

OWNER

*Latifah Taisal*

SIGNATURE

Latifah Taisal

PRINTED NAME

10/10/23

DATE

Board of Supervisors



Story County Conservation Board - McFarland Park 56461 180<sup>th</sup> St. - Ames, Iowa 50010-9451  
Phone (515) 232-2516 - Fax (515)232-6989 - Email: conservation@storycounty.com  
www.storycountyconservation.org

Memorandum

To: Story County Board of Supervisors  
Through: Michael D. Cox, Director  
From: Ryan Wiemold, Parks Superintendent  
Date: October 10, 2023  
Re: Consideration of contract with Hill's Backhoe and Tiling for Trail Grading and Fence Line Clearing at Prairie Valley Preserve for \$21,940.20.

The attached contract is with Hills Backhoe and Tiling for trail grading and fence line clearing at Prairie Valley Preserve. This is the first phase of green mowed trail installation at this site. A fence line that runs along the south portion of the housing development is littered with undesirable fence line species of trees. Staff is recommending removal of these to expand the remnant portion of this property and have continuous prairie on the south side flowing into the wetland being developed in the CRP field.

Funds for this project are budgeted within the FY24 Conservation budget.

The Story County Conservation Board recommends your approval.

Approval

\_\_\_\_\_

Disapproval

10/10/23  
\_\_\_\_\_

Date

\_\_\_\_\_

Date

# CONTRACT

Kind of Work Grading/Grubbing County Story

THIS AGREEMENT made and entered by and between Story County, Iowa, by its Conservation Board, Contracting Authority, and

**Hills Backhoe and Tilling LLC**

WITNESSETH: That the Contractor, for and in consideration of (\$ \$21,940.20 )

payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefor, and in the locations designated in the notice to quote, the various items of work as follows:

Item No.	Item	Est. Quantity	Unit Price	Amount
1	Grading of pedestrian trail approximately 3675 ft. by 6' wide (no grading on berm) - trail is high point but allows water to drain through site - SCC will flag trail for contractor to follow	1 job	\$6,600.00	\$6,600.00
2	Purchase and installation of 2 galvanized steel culvert pipes, 16 ga - estimated 1(18"x 8") and 1(36" x 8")		\$1,692.00	\$1,692.00
3	Incidental site grading to allow drainage			
4	Incidental stabilization items may be necessary during construction period (SCC will temp and permanent seed on contractors schedule)			
Alt.	Grub trees and grade old fence line pile trees on site	860 LF	\$15.87	\$13,648.20
	Contractor agrees to add Story County Iowa and Story County Conservation as Additional Insured on Contractor's Commercial General Liability Insurance			
	<input type="checkbox"/> See supplemental information on Page 2			
			<b>Subtotal:</b>	
			<b>Page Subtotal:</b>	
			<b>TOTAL:</b>	<b>\$21,940.20</b>

Said specifications and plans are hereby made a part of the basis of this agreement and a true copy of said plans and specifications are now on file in the Story County Conservation Office.

That in consideration of the foregoing, the Contracting Authority hereby agrees to pay the Contractor, promptly and according to the requirements of the specifications the amounts set forth subject to the Conditions as set forth in the specifications.

That it is mutually understood and agreed by the parties hereto that the notice to quote, the proposal, the specifications for Project No. Prime Valley

in Story County, Iowa, the within contract, the contractor's bond, and the general and detailed plans are and constitute the basis of contract between the parties thereto.

That it is further understood and agreed by the parties of this contract that the above work shall be commenced and completed on or before:

Approximate Starting Date	Specified Starting Date	Completion Date
Oct. 10, 2023	NA	By June 15, 2024

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon by the parties hereto. It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine and render judgement as to any controversy arising hereunder.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the

Ryan Wiemold

Recommended by:

Approved:

Story County, Iowa  
Contracting Authority

*[Signature]*  
**Story County Board of Supervisors**

Date: 10/10/23

By: *[Signature]*

Date: 9/29/23

**IOWA STATE UNIVERSITY**  
Extension and Outreach

Professional Development  
1110C Extension 4H Building  
1259 Stange Rd  
Ames, IA 50011  
Phone 515-294-8876  
[bsallen@iastate.edu](mailto:bsallen@iastate.edu)

**Date:** September 26, 2023

**To:** Story County Board of Supervisors  
900 6<sup>th</sup> Street  
Nevada, IA 50201  
(515) 382-7204

**From:** Dr. Brenda Allen  
Manager, ISU Extension and Outreach Professional Development

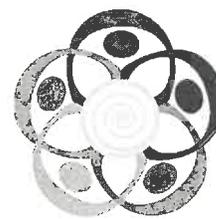
**Subject:** Navigating Difference Cultural Competency Modules 1-5

**Invoice #** SCHR04

Navigating Difference Cultural Competency 18-Hour Workshop

Training provided by ISU Extension and Outreach certified facilitators:

- Himar Hernandez, Facilitator
- Victor Oyervides, Facilitator
- Gayle Coon, Facilitator/Coordinator



ISU Extension and Outreach certified trainers will provide the following:

- a. Professional development for Module 1-5 Navigating Difference curriculum.
- b. Three facilitators for the in-person workshops.
- c. Training Booklet for each participant.
- d. Electronic evaluation at conclusion of the workshop.

**Story County agrees to pay for a minimum of 15 (potential) participants at the rate of \$300 per individual (discounted rate) for the Navigating Difference Cultural Competency Modules 1-5. If the minimum is not met by Monday, March 18, 2024 the training will be cancelled at no cost to Story County.**

Estimated total charge:

\$300 per person DUE after the conclusion of the final module. (An invoice with the final fee will be sent after the conclusion of the training based on the number of actual participants.)

**\*\*1.8 hours of CEUs can be purchased for \$25 along with your registration fees for completion of the 18-hour Navigating Difference training. If educators wish to obtain a CEU credit, please contact [registrations@iastate.edu](mailto:registrations@iastate.edu) directly.**

Dates and times:

April 4, 18, and 25, 2024- 9:00 am to 4:00 pm

Training Location: Story County, Iowa, exact location to be determined

Signature: \_\_\_\_\_

Date: 10/10/23



**STORY COUNTY  
BOARD OF SUPERVISORS  
LISA K. HEDDENS  
LINDA MURKEN  
LATIFAH FAISAL**

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

October 4, 2023

Story County Board of Supervisors  
900 6<sup>th</sup> Street  
Nevada, IA 50201

RE: ASSET FY24 Contract Amendment – Raising Readers

Dear Board of Supervisors,

Attached is a contract amendment for Raising Readers to allocate funds for Public Education and Awareness services rather than Advocacy for Social Development services. The ASSET Admin Team determined that the activities that Raising Readers was involved in best fit under Public Education and Awareness. This is an administrative change and the amount allocated in the contract for these services is unchanged.

Respectfully,

A handwritten signature in blue ink that reads "Sandra King".

Sandra King  
Director of External Operations and County Services

Attachments  
Contract Amendment – Raising Readers

**Story County  
Provider and Program Participation Agreement Amendment No. 1**

1. This amendment is entered into this 10<sup>th</sup> day of October 23 by and between Story County and Raising Readers (Provider), original parties to the agreement effective 7/1/23 (effective date).
2. The agreement is amended as follows: Attachment A is removed and replaced in its entirety with the following attachment A:

**Raising Readers  
ATTACHMENT A Amendment Effective \_\_\_\_\_  
SERVICE DEFINITIONS AND RATES  
FISCAL YEAR: 2024**

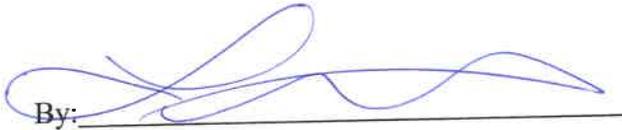
Service Description	Unit of Service	Rate
See Attachment A as revised	See Attachment A as revised	See Attachment A as revised

3. All other terms and conditions of the Agreement identified in the caption hereof shall remain in full force and effect except as specifically modified by this amendment. If there is conflict between this amendment and the agreement, the terms of this amendment will prevail.

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

**Story County:**

**Raising Readers:**

By: 

By: 

Print Name: Latifah Faisal

Print Name: Kristi Mayo

Print Title: Chair, Story County Board of Supervisors Print Title: Executive Director

Date: 10/10/23

Date: 9/7/2023

**ATTACHMENT A  
SERVICE DEFINITIONS AND RATES  
FISCAL YEAR: 2024**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Public Education & Awareness Not to Exceed \$4,472	1 Staff Hour	\$192.34
Family Dev/Education Not to Exceed \$5,132	1 Client Hour	\$29.49
Out of School Program Not to Exceed 6,054	1 Partial Day (3 Hours)	\$96.82



STORY COUNTY  
BOARD OF SUPERVISORS  
LISA HEDDENS  
LINDA MURKEN  
LATIFAH FAISAL

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

October 4, 2023

APPROVED DENIED  
Board Member Initials: YAF  
Meeting Date: 10/10/23  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Story County Board of Supervisors  
900 6<sup>th</sup> Street  
Nevada, IA 50201

RE: Request For Authorization to Reimburse Medical Examiner Investigators For iPad Purchases

Dear Board of Supervisors,

As part of their job responsibilities, Medical Examiner Investigators (MEIs) are required to complete online paperwork on death investigations through the Iowa Vital Events System (IVES). Currently, there are three iPads shared among multiple MEIs and the Medical Examiner (ME). In order to allow for more efficient completion of paperwork when in the field or in other locations, the ME has requested reimbursement for the purchase of two (2) additional iPads with carrying case for MEI use (in addition to the two purchased in July 2023).

Although the estimated purchase of the iPads with carrying case is less than \$500 each at this time, I wanted to make the Board aware of the need to reimburse MEIs for the purchase of this necessary equipment. The ME will have the MEI sign for the iPad with carrying case, which will become part of the Story County Medical Examiner’s equipment and be passed along to other MEIs as employment turnover occurs.

Respectfully,

*Sandra King*  
Sandra King  
Director of External Operations and County Services

Attachment  
iPad and bag estimate

3:19



[Edit](#)

# Bag



**OtterBox Symmetry  
Series Case for iPad  
(9th generation)**

\$139.90

Quantity 2 | Item Price: \$69.95

Order today. Delivers:

Sep 26 - Sep 28 - \$8.00

Sep 27 - Sep 29 - Free

Order now. Pick up, in-store:

Ships to store. **Fri, Sep 29** at Apple  
Lenox Square

[Save for later](#)



**Refurbished iPad Wi-  
Fi 128GB - Gold (8th)**

\$349.00

3:19



[Edit](#)

# Bag



**OtterBox Symmetry  
Series Case for iPad  
(9th generation)**

\$139.90

Quantity 2 | Item Price: \$69.95

Order today. Delivers:

Sep 26 - Sep 28 - \$8.00

Sep 27 - Sep 29 - Free

Order now. Pick up, in-store:

Ships to store. **Fri, Sep 29** at Apple  
Lenox Square

[Save for later](#)



**Refurbished iPad Wi-  
Fi 128GB - Gold (8th)**

\$349.00

3:20



[Cancel](#)

## Delivery & Pickup



**Delivers Tue, Sep 26**  
Standard Delivery - Free



**Pickup - In-Store**  
Ships to store. Available Tue, Sep 26 at  
Apple Lenox Square

Gift Cards

Add a gift card



Summary

Bag Subtotal \$837.90

Free Shipping \$0.00

Estimated Tax \$58.65

**Order Total \$896.55**

**Still have questions?**

Connect with a Specialist for answers





Story County Conservation Board - McFarland Park 56461 180<sup>th</sup> St. - Ames, Iowa 50010-9451  
Phone (515) 232-2516 - Fax (515)232-6989 - Email: conservation@storycounty.com  
www.storycountyconservation.org

Memorandum

To: Story County Board of Supervisors  
Through: Michael D. Cox, Director  
From: Jacob J. Smith, Operations Supervisor  
Date: October 10, 2023  
Re: Consideration of Contract Between Dan Moody Excavating and Story County Conservation for Tile Repairs at Hertz Family Woods and Nature Preserve for \$39,795.00.

The attached contract is with Dan Moody Excavating for tile repairs at Hertz Family Woods and Nature Preserve. The contractor will be replacing 7 failed tile lines that come from surrounding agriculture and development, and run under the current limestone trail system to the central part of the property. The contract is for \$39,795.00 and is budgeted in the FY24 Conservation budget. The contractor has from October 2023 through May 2024 to complete the work.

The Story County Conservation Board recommends your approval.

  
Approval

Disapproval

10/10/23  
Date

Date

# CONTRACT

Kind of Work Hertz Woods and Nature Preserve Tile Repair

County Story

THIS AGREEMENT made and entered by and between Story County, Iowa, by its Conservation Board, Contracting Authority, and

of \_\_\_\_\_ Contractor.

WITNESSETH: That the Contractor, for and in consideration of up to

payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefore, and in the locations designated in the notice to quoters, the various items of work as follows:

Item No.	Item	Quantity	Units	Unit Price	Amount
1	Remove seven tile lines running under trail system around Hertz woods. Install approx 700 ft of new line (to be determined by contractor). These lines run from a vertical water structure and outlet on the inside of the trail system. Install Non perforated double wall or better drain tile at appropriate depth to insure proper drainage. Backfill around new lines with appropriate fill material. Place appropriate stone at outlet to reduce future erosion.	1	Job		
2	Excavate/Replace seven tile line runs ranging from 10" to 26" see map attachment for locations and schedule of prices for more details.	1	Job		
3	Earth Moving Fill in/repair area around new tile lines to insure proper drainage of area. Clean up/repair sections of trail using 3/8-trail stone.	1	Job		
	<i>If needed: Additional prices per item</i>				
	Non perforated double wall tile- 10"		Ft.	10.00/FT	1450
	Non perforated double wall tile- 12"		Ft.	17.00/FT	1080
	Non perforated double wall tile- 14" 15"		Ft.	13.50/FT	2025
	Non perforated double wall tile- 20" 18"		Ft.	20.00/FT	2000
	Non perforated double wall tile- 24"		Ft.	32.50/FT	3250
	Non perforated double wall tile- 26" 24"		Ft.	32.50/FT	3900
	Buildozer work		Hr.		
	Contractor shall indemnify Story County for all acts or omissions arising from this contract and will add Story County, Iowa and Story County Conservation Board as additional insured on their Commercial General Liability, Workers Compensation, and Business Auto Liability Insurance. Coverage minimum is \$1,000,000.00 commercial umbrella				
	The County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.				
	This policy is NOT insuring against any causes of action for which Story County, Iowa and Story County Conservation are already immune pursuant to Iowa Code Chapter 670. Story County, Iowa and Story County Conservation do not waive any immunity under Iowa Code Section 670 by being named as an additional insured.				
	<input type="checkbox"/> See supplemental information on Page 2				
				Subtotal:	13645
				Pg2 Subtot:	26130
				TOTAL:	39775

Said specifications and plans are hereby made a part of the the basis of this agreement and a true copy of said plans and specifications are now on file in the Story County Conservation Office.

That in consideration of the foregoing, the Contracting Authority hereby agrees to pay the Contractor, promptly and according to the requirements of the specifications the amounts set forth subject to the Conditions as set forth in the specifications.

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. SCCB 2023-471/6

in Story County, Iowa, the within contract, the contractor's bond, and the general and detailed plans are and constitute the basis of contract between the parties thereto. That it is further understood and agreed by the parties of this contract that the above work shall be commenced and completed on or before:

Approximate Starting Date	Specified Starting Date	Late Start Date	Number of Working Days
	10/12/2023		

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon by the parties hereto. It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine and render judgement as to any controversy arising hereunder.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the

Recommended by:

Approved:

Story County, Iowa

Contracting Authority

By: \_\_\_\_\_  
Story County Conservation Board of Supervisors

Date: 10/10/23

By: \_\_\_\_\_  
Contractor

Date: 9-19-23



# HERTZ FAMILY WOODS & NATURE PRESERVE

25401 COUNTRY CLUB ROAD, NEVADA, IOWA 50201



**AMENDMENT NO. 1**  
**To**  
**Grant Agreement**  
**for**  
**CONTRACT FOR WATER MAIN IMPROVEMENT PROJECT – DESIGN WORK – CITY OF ZEARING,**  
**ARPA**  
**SUBRECIPIENT NO. 24**  
**Dated September 29, 2023**

This AMENDMENT No. 1 is by and among the County of Story, Iowa and the City of Zearing (collectively, “the Parties”). In consideration of the mutual covenants herein made, the Parties agree as follows:

**SECTION 1. PURPOSE OF AMENDMENT**

1. Parties agree that an amendment should be made the following from Exhibit B of the Grant Agreement:
  - a. Amend the scope of the application as presented below, with the total amount awarded to the City of Zearing to not exceed \$134,330

1.0	Engineering for North Pearl Looping	\$15,942.00
2.0	South Pearl Street Project - Contractor costs	\$98,388.00
3.0	Manholes/I&I (Infiltration & Inflow) Project	\$20,000.00
<b>TOTALS</b>		<b>\$134,330.00</b>

**North Pearl Looping (Original Application)**

Original project targets were to install a new 8" water main and loop to the current water main. This was to be done to provide better water pressure and public safety needs in case of breaks or disruptions of services requiring shut offs. Only after project had started was it discovered that the existing water main was mapped incorrectly at the North end of Pearl St and was not a connected service water main as was previously thought. There was also the additional issue discovered of a lead service line for a resident that by law had to be changed.

**South Pearl Street Project**

Project was needed to supply adequate water to new business development within city limits with additional service quantity for planned growth. Originally cleared to utilize established water mains, it was only after start of construction and business operations was it found to be inadequate and impacting the service area. Three established businesses impacted and 3 residential lines currently, to say nothing for future growth. This was not in original application but was a necessary water main installation for economic development services, public health, and public safety.

**Manholes/I&I (Infiltration & Inflow) Project -**

With growing awareness of water quality and Iowa DNR focus on such preventive measures. It was found after another project start that the repair of 10 manholes was

needed to fix I&I issues to IDNR specifications along with safety to the general public and city staff.

SECTION 2. AMENDMENT ALLOWED.

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

STORY COUNTY, IOWA (County)

CITY OF ZEARING, IOWA (Subrecipient)

By:   
Chairperson of the Board of Supervisors

By: Karen M. Davis

Dated: 10/10/23

Dated: Sept. 29, 2023



### NEOGOV ORDER FORM

NEOGOV: GovernmentJobs.com, INC. (dba "NEOGOV") 2120 Park Place, Suite 100 El Segundo, CA 90245 billing@neogov.com		Customer Name & Address: County of Story 900 6th Street Neveda, IA 50201	
Quote Creation Date:	9/27/2023	Contact Name:	Alissa Awignall
Quote Expiration Date:	30 days from Quote Creation	Contact Email:	awignall@storycountyiowa.gov
Payment Terms	Annual. Net 30 from NEOGOV invoice.	FTE:	
Subscription Start Date: 01/01/2024			
Subscription Term (months): 6 months			

Fee Summary		
Service Description	Term	Term Fees
Perform Subscription (PE)	01/01/2024 - 06/30/2024	\$7,238.81
<b>Total:</b>		<b>\$7,238.81</b>

#### A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement either affixed hereto or the version most recently published prior to execution of this Ordering Form available at <https://www.neogov.com/service-specifications>. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. The Effective Date shall be the Subscription Start Date. This Order Form may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

#### B. Special Conditions (if any).

# NEOGOV™

IN WITNESS WHEREOF, this Order has been executed by such party's duly authorized signatory as of the date set forth below, and such duly authorized signatory consents to the Agreement.

Customer	Governmentjobs.com, Inc. (DBA "NEOGOV")
<p>Entity Name: <u>Story County</u></p> <p>Signature: </p> <p>Print Name: <u>Latifah Tisa / chair</u> <u>Board of Supervisors</u></p> <p>Date: <u>10/10/23</u></p>	

## SERVICES AGREEMENT

V071423

You agree that by placing an order through a NEOGOV standard ordering document such as an “Order Form”, “Service Order,” “Ordering Document,” “SOW” or other document mutually agreed by the parties detailing the services, pricing and subscription term (each, an “Order Form” for purposes of this Agreement), you agree to follow and be bound by the terms and conditions set forth herein. “Governmentjobs.com”, “NEOGOV”, “we”, and “our” means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, “NEOGOV” and, where applicable, its other affiliates; “Customer”, “you”, “your” means the NEOGOV client, customer, and/or the subscriber identified in the Order Form).

“Services Agreement” or the “Agreement” shall be used to collectively refer to this NEOGOV Services Agreement, documents incorporated herein including the applicable Order Form, each Addendum (as applicable), and Special Conditions (if any). “Addendum” means each Addendum set forth either as an Exhibit hereto or otherwise made available at <https://www.neogov.com/service-specifications> (the “NEOGOV Site”) and, as applicable, made a part of this Agreement. “Special Conditions” means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. **Provision of Services.** Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the “Services”). Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the earlier of: (i) date of your signature on an applicable Order Form; or (ii) use of the Services commences (the “Effective Date”). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. **SaaS Subscription.**
  - a) **Subscription Grant.** “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the “Service Specifications”). Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (i) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer’s internal, non-commercial purposes; (ii) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (iii) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the “SaaS Subscription”). “Authorized Users” means (1) Customer employees, agents, contractors, consultants (“Personnel”) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (2) for whom access to the Services has been purchased hereunder. You shall not exceed the usage limits (if any) as detailed in the user tier in the applicable Order Form. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User’s access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
  - b) **Subscription Term.** Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew the SaaS Subscriptions, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.
3. **Customer Responsibilities.** Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make

available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. **Professional Services.** “Professional Services” shall mean professional services purchased by Customer as detailed in an applicable Order Form or NEOGOV Scope of Work (SOW) describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Professional Services may include training, implementation, and best practices of and concerning the SaaS Applications. Professional Services are subject to the terms of the Professional Services Addendum made available on the NEOGOV Site and made a part hereof and may be subject to additional terms pursuant to an SOW and Service Specifications describing, if applicable, the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer executes a separate SOW, this Agreement and documents incorporated herein (including but not limited to the Professional Services Addendum) shall control in the event of a conflict with the terms of the SOW. All Professional Services purchased by Customer must be utilized within twelve (12) months of the date of the applicable Order Form or SOW.
5. **Payment Terms.**
  - a) **Fees.** Customer shall pay all Subscription, Onboarding and Set-Up fees (“Subscription Fees”) and Professional Service fees (“Professional Service Fees”, collectively the “Fees”) as set forth in an Order Form within thirty (30) days of the date of NEOGOV’s invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Unless explicitly stated otherwise in an Order Form, all payments due under an Order Form are expressed in and shall be paid in U.S. dollars. Invoices shall be delivered to the stated “Bill To” party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. If Subscription Fees are based upon the Authorized User or employee count as may be specified in an Order Form, Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users or employees set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with new pricing at least thirty (30) day notice prior to commencement of a Renewal Term. The new pricing shall be deemed to be effective if Customer (a) returns an executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the new pricing, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.
  - b) **Taxes.** Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV’s net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days after the Effective Date of this Agreement and thereafter upon NEOGOV’s request therefor.
  - c) **Purchase Orders.** Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer’s convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall have any effect or modify or supersede the terms and conditions of this Agreement. NEOGOV’s failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.
6. **Term and Termination.**

- a) **Term.** This Agreement shall commence on the Effective Date and shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services, unless it is terminated earlier in accordance with this Agreement.
- b) **Termination for Cause; Effect of Termination.** Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, following 90 days after expiration or termination of the Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. **Audit Rights.** Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.
8. **Maintenance; Modifications; Support Services.**
- a) **Maintenance, Updates, Upgrades.** NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
- b) **Program Documentation; Training Materials.** "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.
- c) **Implementation.** For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. For an additional fee as detailed on an applicable Order Form, NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
- d) **Support.** Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
- e) **Limitations.** Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual

data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property. NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the “NEOGOV Intellectual Property”). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
10. Data Processing and Privacy.
- a) Customer Data. “Customer Data” shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV’s provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term “Customer Data”. Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the intellectual property rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
- b) Platform Data. “Platform Data” shall mean any anonymized data reflecting the access to or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law. Such anonymized data neither identifies Customer or its users, nor can Customer or any of its users can be derived from such data.
- c) Data Processing Agreement. To the extent Customer uses the Services to target and collect personal information from users located in the European Union, European Economic Area, or Switzerland (the “EU”) or the United Kingdom (“UK”), or has Authorized Users accessing the Services from the EU or UK, the terms of the NEOGOV Data Processing Addendum (“DPA”) made available on the NEOGOV Site is hereby incorporated herein by reference and made part of this Agreement.
- d) Data Responsibilities.
- i) NEOGOV will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV’s cloud infrastructure providers.
- ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data, including but not limited to compliance with applicable laws. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Without limiting the foregoing, Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (a) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (b) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (c) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless

otherwise mutually agreed in writing. Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services. Customer shall provide and institute all appropriate tools and procedures required to ensure the security of its own information system and, more specifically, to prevent, detect and destroy the occurrence of any viruses.

- e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a "Security Breach") within 72 hours of NEOGOV's confirmation of the nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.
  - f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement. Customer acknowledges that it is solely responsible for determining any retention requirements with respect to the Customer Data as required by applicable law and NEOGOV disclaims all liability in connection with such determination. In addition, to the extent Customer requests that NEOGOV retain Customer Data beyond the expiration of the retention period required by applicable law, rule or regulation, NEOGOV disclaims all liability in connection with retaining such Customer Data including but not limited to any claims related to loss or destruction of such Customer Data.
11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
12. Nondisclosure.
- a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
  - b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
  - c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the

extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.

- d) Equitable Relief. The parties recognize and agree there is no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach would irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.

13. Representations, Warranties, and Disclaimers.

- a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.
- b) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill and in a professional manner in accordance with generally recognized industry standards for similar services.
- c) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- d) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS OR WITH RESPECT TO ANY THIRD PARTY SERVICES.
- e) No Medical Advice. Through certain Services, NEOGOV may make certain telehealth related information available to Customer and/or facilitate user access to telemedicine, expert medical services, and/or emergency medical services. NEOGOV is independent from healthcare providers who provide telemedicine services and is not responsible for such healthcare providers' acts, omissions or for any content or communications made by them. The Services do not provide medical advice and do not create a healthcare provider/patient relationship between Customer and NEOGOV or otherwise. Any Services, or content accessed from the Services, are for informational purposes only and do not constitute medical advice. Customer should seek professional medical advice, diagnosis, and/or treatment for any and all medical conditions, whether as a result of using Services or otherwise. NEOGOV IS NOT RESPONSIBLE OR LIABLE FOR ANY ADVICE, COURSE OF TREATMENT, DIAGNOSIS OR ANY OTHER TREATMENT OR INFORMATION THAT CUSTOMER OR ITS USERS MAY OBTAIN THROUGH THE USE OF THE SERVICES.

14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against any claim, demand, suit or proceeding made or brought against NEOGOV (i) by a third party alleging that any Customer Data infringes or misappropriates such third party's intellectual property rights, (ii) in connection with Customer's violation of any applicable laws, or (iii) any claim or allegation by any third party resulting from or related to Customer's or any of its Authorized User's breach of Section 3 of this Agreement.

- b) **NEOGOV Indemnity.** Subject to subsections 14(b)(i) through 14(b)(iii) and 14(c) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party's intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV.
- i) **Alternative Resolution.** If NEOGOV believes or it is determined that any of the Services may have violated a third party's intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
- ii) **No Duty to Indemnify.** NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer's actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.
- iii) **Exclusive Remedy.** This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.
- c) **Indemnification Procedures.** In order to receive the indemnities described hereunder, the indemnified party must: (i) promptly notify the indemnifying party, in writing, of any claim; (ii) cooperate reasonably with indemnifying party, at the indemnifying party's expense, in the defense and/or settlement thereof; and (iii) allow the indemnifying party to control the defense and/or settlement thereof except that the indemnifying party may not, without the indemnified party's prior written consent, enter into any settlement that does not unconditionally release the indemnified party from liability. The indemnified party shall have the right to participate in any defense of a claim and/or to be represented by counsel of its own choosing at its own expense, provided that ultimate control of such defense shall remain solely with the indemnifying party.

15. **Limitations of Liability.**

- a) **EXCLUSION OF DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, INCLUDING FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; OR (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- b) **CAP ON MONETARY LIABILITY.** EXCEPT FOR DAMAGES ARISING OUT OF LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, OR CUSTOMER'S OBLIGATIONS TO MAKE PAYMENT UNDER THIS AGREEMENT, THE TOTAL AGGREGATE LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT, WHETHER ARISING UNDER OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT.

16. Reimbursement of Costs in Third Party Litigation. With respect to any litigation or other court proceeding involving Customer and a third party, if any subpoena or other legally binding request related to such litigation or court proceeding is served to NEOGOV requesting copies of documents maintained by NEOGOV or otherwise requesting NEOGOV to appear as a witness in any capacity or provide testimony with respect to Customer's documentation, Customer shall reimburse NEOGOV for its out-of-pocket costs associated with compliance with such request, including but not limited to NEOGOV's reasonable attorneys' fees.
17. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.
18. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
19. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
20. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.
21. Entire Agreement; Amendment; Addendum. This Services Agreement, the Exhibits hereto, each Addendum (as may be applicable pursuant to the terms therein) and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents (including the Exhibits and each applicable Addendum). This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound. If you are subscribing for the HRIS or PowerEngage Platform, you hereby specifically agree to the terms of the applicable Addendum set forth on the NEOGOV Site.
22. General.
  - a) Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California.

- b) **Severability.** If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive.
- c) **Notices.** All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form.
- d) **Waiver.** The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind.
- e) **Electronic Delivery.** Delivery of a copy of this Agreement or an Order Form bearing an original signature by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature.
- f) **Assignment.** Customer may not assign this Agreement without the express written approval of NEOGOV. Any attempt at assignment in violation of this Section shall be null and void.
- g) **Construction.** The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, addendum, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

**Exhibit A**  
**Government Customer Addendum**

If Customer is a Government Customer, the following Government Customer Addendum (“Government Addendum”) forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a “Government Customer” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds.** If Customer is subject to federal, state or local law which makes Customer’s financial obligations under this Services Agreement contingent upon sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body), and if such funds are not forthcoming or are insufficient due to failure of such appropriation, then Customer will have the right to terminate the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. It is expressly agreed that Customer shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this Agreement, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its fiscal operations. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) and the indemnification provision included in Section 17 of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws (“Open Records Laws”) the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** As permitted by law, it is understood and agreed by Customer and NEOGOV that any (i) federal, state, local, tribal, or other municipal government (including all administrative agencies, departments, and offices thereof); (ii) any business enterprise in which a federal, state, local, tribal or other municipal entity has a full, majority, or other controlling interest; and/or (iii) any public school (including without limitation K-12 schools, colleges, universities, and vocational schools) (collectively referred to as the “New Entity”) may purchase the Services specified herein in accordance with the terms and conditions of this Agreement. It is also understood and agreed that each New Entity will establish its own contract with NEOGOV, be invoiced therefrom and make its own payments to NEOGOV in accordance with the terms of the contract established between the New Entity and NEOGOV. With respect to any purchases by a New Entity pursuant to this Section, Customer: (i) shall not be construed as a dealer, re-marketer, representative, partner or agent of any type of NEOGOV, or such New Entity; (ii) shall not be obligated, liable or responsible for any order made by New Entities or any employee thereof under the agreement or for any payment required to be made with respect to such order; and (iii) shall not be obliged, liable or responsible for any failure by any New Entity to comply with procedures or requirements of applicable law or to obtain the due authorization and approval necessary to purchase under the agreement. Termination of this Agreement shall in no way limit NEOGOV from soliciting, entering into, or continuing a contractual relationship with any New Entity. Any New Entity who purchases Services under this Section hereby represents that it has the authority to use this Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations applicable to the New Entity.
6. **Subcontractors.** For purposes of this Agreement, including any subsequent documentation requested by Customer pursuant to this Agreement, the term “subcontractors” shall exclude subcontractors (i) who perform routine software development and maintenance services which are not specific to the Customer, (ii) subcontractors who will not have any

access to Customer Data, and (iii) subcontractors who have access to Customer Data solely within NEOGOV's or Customer's systems.

**Exhibit B**  
**Integration Terms Addendum**

NEOGOV offers integrations and platform APIs for integrations to third party systems (“Integration Services”). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the “Integration Terms Addendum”) shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> and/or <https://apidocs.powerdms.com> (“Affiliated API”) or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service (“Customer Application”) integrated using NEOGOV’s open API (“Open API”). Integration Services are not available for HRIS Services and this Exhibit B shall not apply to HRIS Services.

1. **Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer’s human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the “API” or “Integration”). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the “Customer Applications”), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> and/or <https://apidocs.powerdms.com> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (“spam”), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer’s delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. **Provision of Open API.** In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein.

Notwithstanding the foregoing, NEOGOV reserves the right to charge for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.



**Secondary Road Department**  
Darren R. Moon, P.E. County Engineer

**Road Department**  
**Quarterly Board Report**  
**10-10-2023**

**Maintenance Work Update:**

This has been a very dry summer which leads to more dust and washboarding on our gravel roads. We have also had a number of DOT projects that have pushed more traffic on to our gravel roads this year. We have done the best that we can with them but there is only so much that we can do without moisture to bind the rock together. Our maintenance crews have also completed a number of culvert repairs and a few larger bridge repair projects while the streams were dry. Our contractor recently completed some slurry crack repairs on E18 and S27 near McCallsburg which greatly improves the ride quality on these pavements. They also placed slurry on the depressions over the culverts on the Shipley pavement.

**Construction Project Updates:**

11 projects in 2023:

	<u>Cost</u>	<u>Status</u>
E57 Kelley Asphalt Overlay	\$ 849,000 - FM	Done
GW Carver Asphalt Overlay	\$ 673,000 - FM	Done
510 <sup>th</sup> south Asphalt Overlay	\$ 214,044	Done
S14 Bridge	\$ 575,513 - SWAP	2 weeks left
Palestine 15 Bridge	\$	Delayed due to high cost
Indian Creek 9 Box	\$ 95,197	Done
Collins 23 Box	\$ 90,773	Done
Lincoln 36 Box	\$ 119,690	Done
Union 32 Box	\$ 159,254	Done
Milford 8 Box	\$ 74,708 - FM	Done
Sherman 24 Box	\$ 154,404 - FM	Done

**Construction Project Design:**

We worked with the City of Maxwell to apply for funding through the City Bridge Program with the DOT in order to replace the two shared bridges on 325<sup>th</sup> St. We have been awarded \$800,000 for this project. Construction should take place in 2024 or 2025.

**Federal Transportation Bill: -Infrastructure Investment and Jobs Act – IIJA**

-ICEA Grants Committee update:

- SS4A: (Safety) Story County was approved for a new Safety Action Plan.
- BIP: (Bridge) ICEA resubmitted last year’s application (8 bridges \$47 mil). Iowa did not receive this grant this year.
- RAISE: (Bridge) Iowa application included 9 larger bridges. Iowa was awarded \$24,760,000 for nine bridges, none in Story County.

**City of Nevada Construction:**

Nevada started a project on S14 under the railroad that closed S14 north of town. The project had some unplanned issues and is taking longer than planned. I do not have a timeline for reopening but it will impact harvest traffic trying to get to Lincoln Highway.

**DOT Construction:**

- The DOT started the Hwy 30 pavement reconstruction project in early April east of S27 on the eastbound lanes for 4 miles over to Colo. This project is back open to traffic.
- Work started on the S14 Bridge over Hwy 30 and the 580<sup>th</sup> Ave. interchange project. S14 is now closed south of Maple Ave. for three weeks to tie in the new pavement. The official S14 detour is on our South S Ave. gravel.
- Work has started on the 580<sup>th</sup> Ave. interchange. Grading will be completed this year with some paving and bridge work starting next year.

**E29 Driveway Culvert:**

We discovered a large 60" metal driveway culvert pipe that was failing on E29 near Dayton Ave. The pipe is over 200' long and will be difficult to replace for many reasons. We have completed the pipe liner under the driveway but we have about 80' of pipe left to replace on the outlet side. We will have to rent a larger excavator and a trench box to complete this work.

**Carbon Pipelines:**

We have been working with these companies to approve their new driveways and road crossing permits but we have put those on hold until we learn more about the status of the entire project. Summit has proposed using their own Road Maintenance Agreement even though we already have one that we have used in the past.

**Level B Roadways:**

-590<sup>th</sup> South of Hwy 30:

The DOT is negotiating with the Jensen home as they will no longer have access to Hwy 30 when the DOT closes 590<sup>th</sup> at Hwy 30. The DOT is asking that we vacate 590<sup>th</sup> south of Hwy 30. I am proposing that we only vacate the north half mile as the south half is still needed for land access.

-100<sup>th</sup> St. east of GW Carver

Working with Hamilton County to vacate one mile of Level B roadway.

-180<sup>th</sup> St. west of R77

All properties have access from other roads so 180<sup>th</sup> could be vacated.

**Department Technology Upgrades:**

The Iowa County Engineer's Service Bureau has developed some new software packages that will help us with electronic time sheets, time off requests, and winter call-outs. We hope to start using some of these new features in the near future. IT recently came out to our department to install the new multifactor authentication and we have discovered some issues that our webmail only users are having with the system. We are exploring some of our options on how to best use these new technologies. We may have to go away from our current GPS equipment tracking system and purchase more county owned cell phones that can be used for GPS tracking and the new software packages. We hope to have something new in place when we get our new motor graders next spring.

**Drainage Districts:**

Bolton and Menk is working on repair options for an open ditch slope blowout in DD#11. They are also planning on completing an engineer's study on the rest of the district so that we can hold another public meeting to discuss the future of the district. They are also working on the Boone-Story #8 project that will include the E23 crossing.

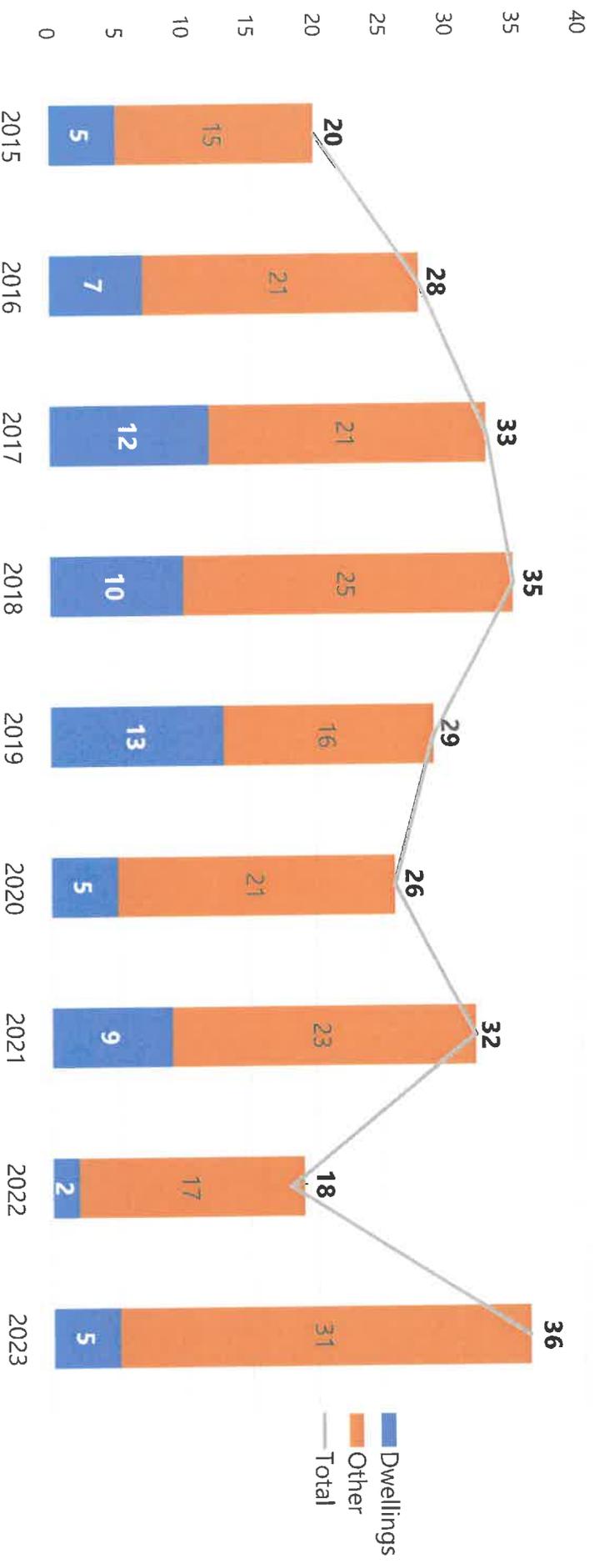


## **Board of Supervisors**

**Planning and Development Department  
Quarterly Report—Third Quarter 2023**

**Tuesday October 10<sup>th</sup>, 2023**

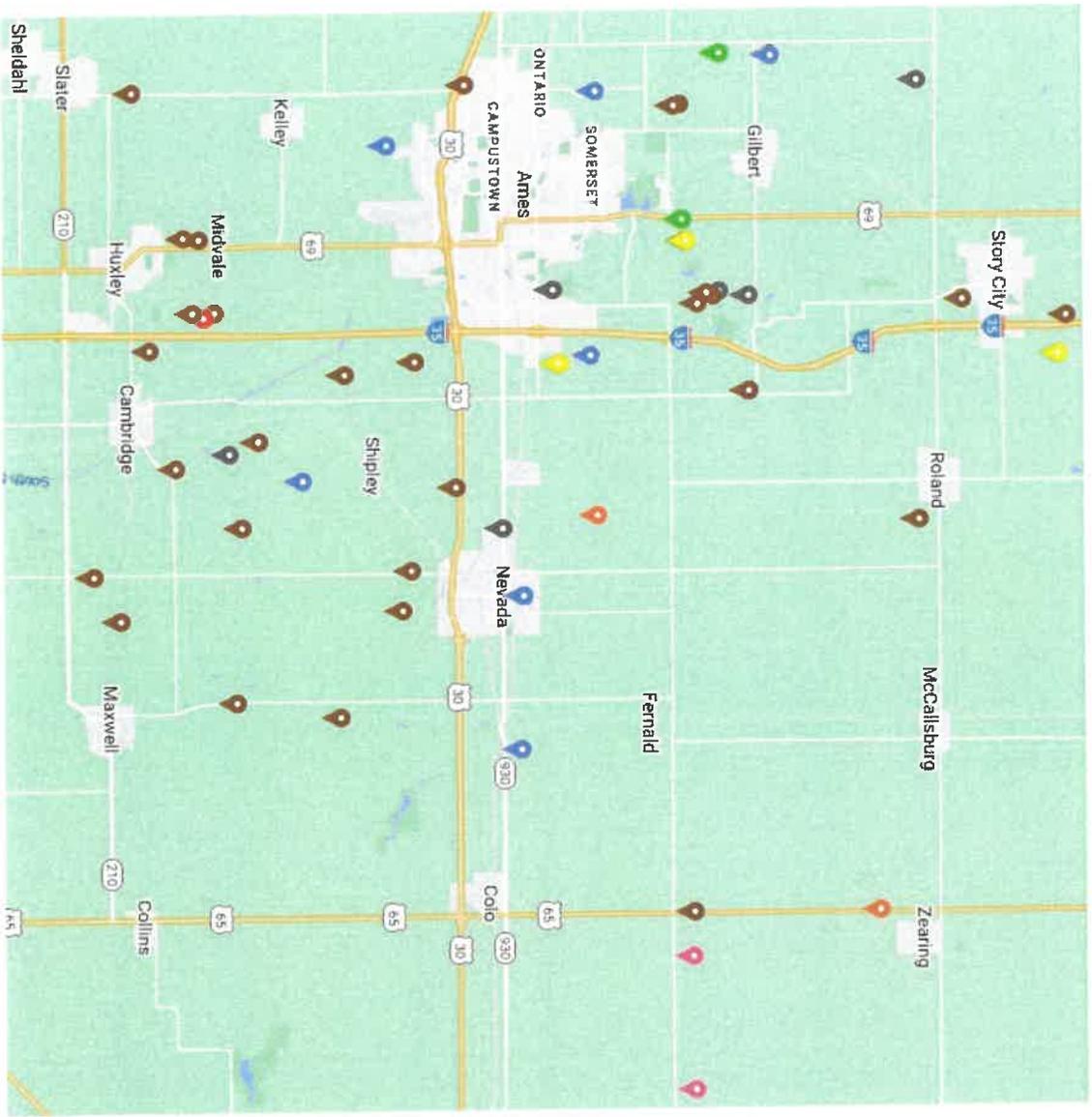
## Quarter Preliminary Zoning Permits Compared by Year



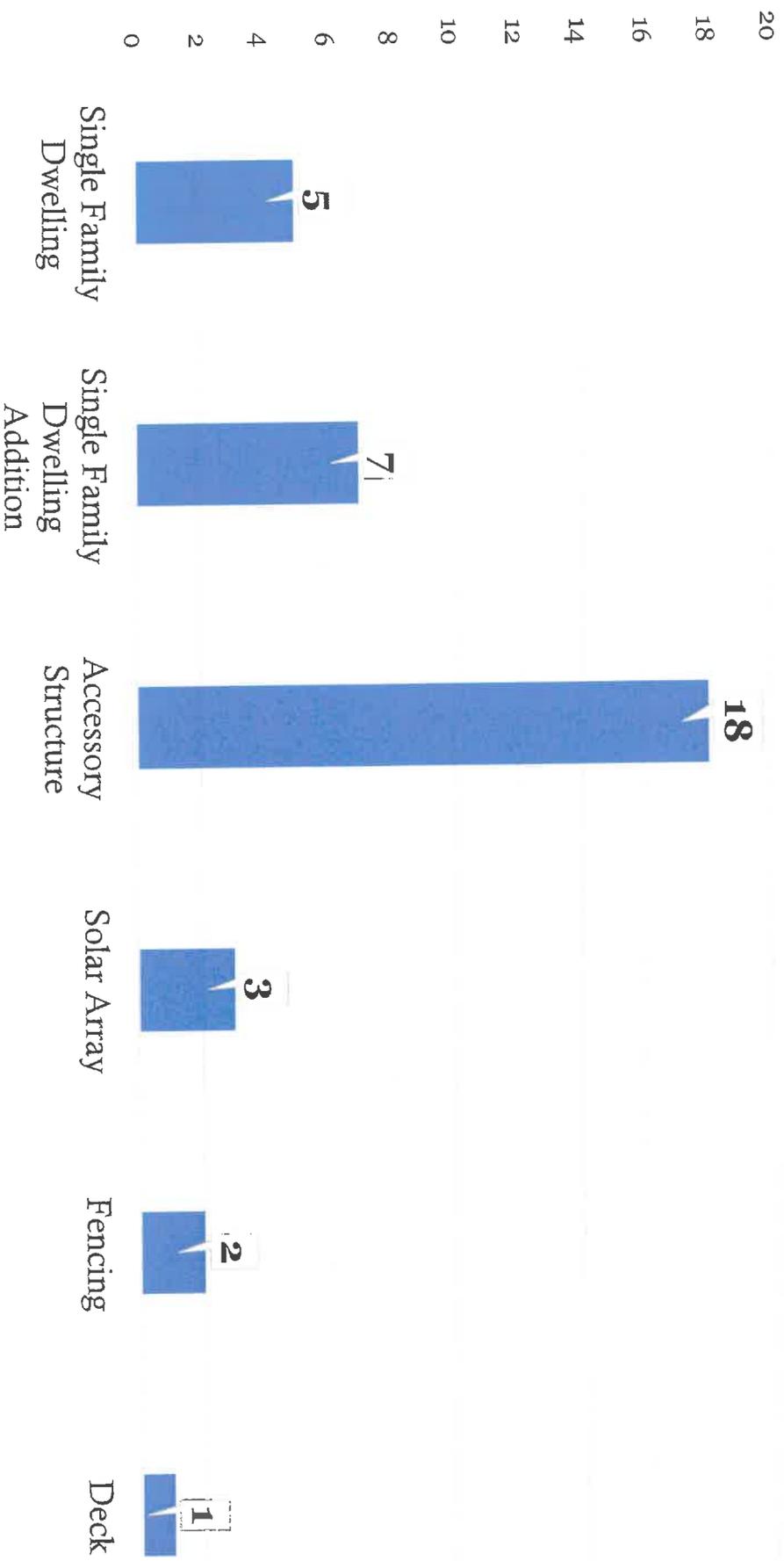
- Other includes additions (7), accessory structures (18), fences (2), solar arrays (3) and a deck.
- Average dwelling value for third quarter 2023 is \$ 214,414.80.
  - Was \$325,763.33 in 2022, \$ 346,496.67 in 2021, and \$ 280,288.00 in 2020)

# Map of Third Quarter 2023 Permits

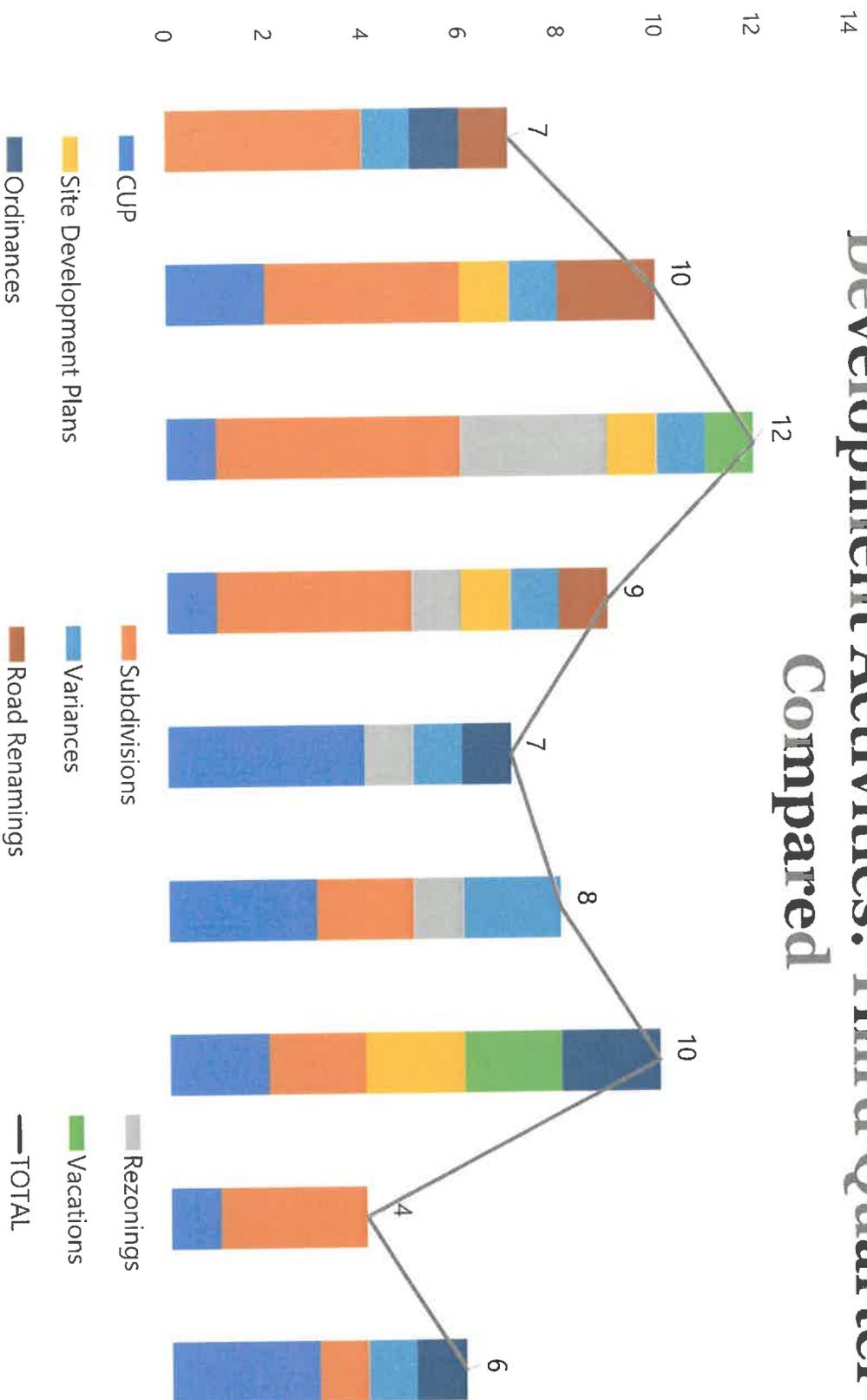
-  New Septic Install
  -  Conditional Use Permit Modification
  -  Floodplain Development Final
  -  Conceptual Review
  -  911 Permit
  -  All Others
  -  Demolition
  -  Residential
- 



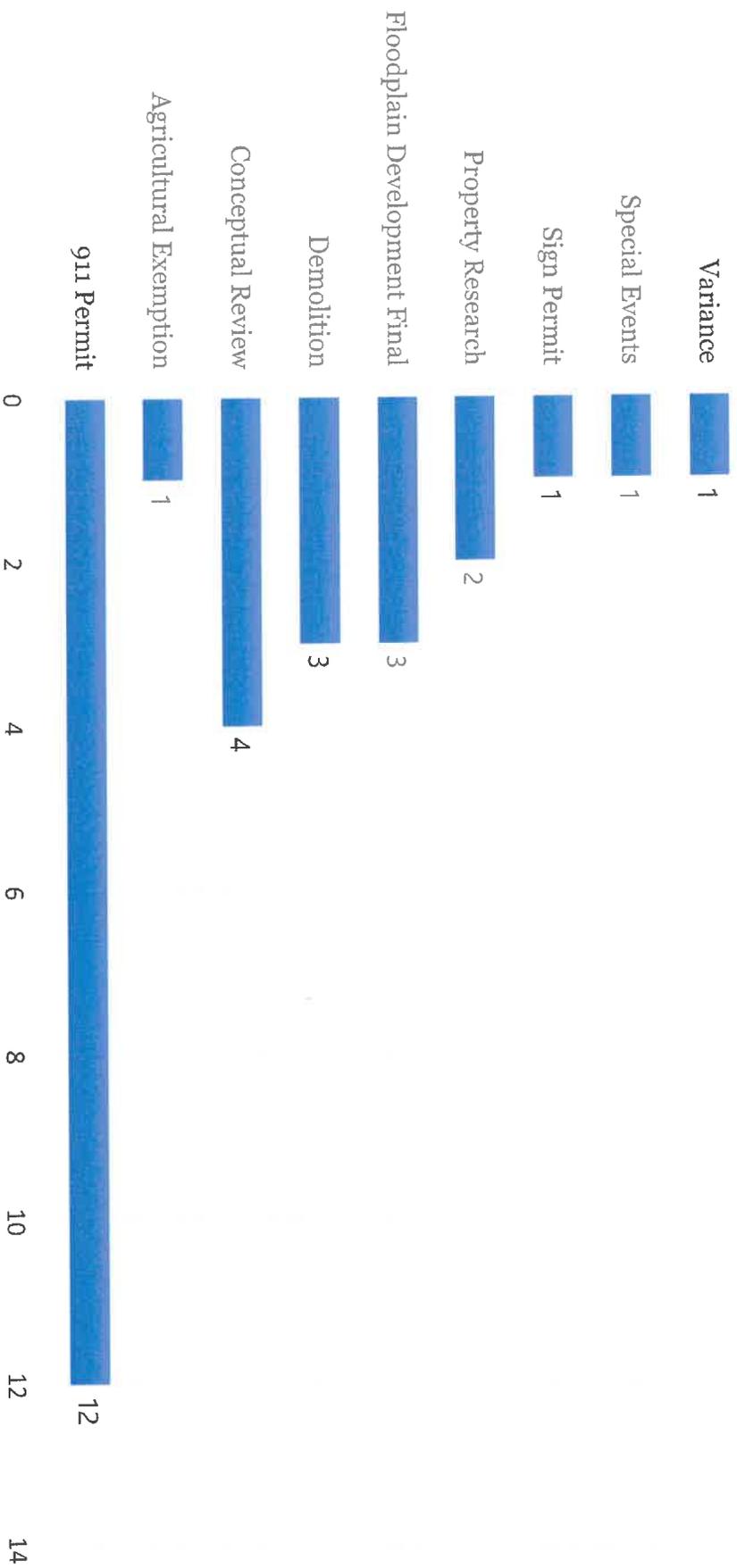
# Third Quarter 2023 Permits by Type



# Development Activities: Third Quarter Compared



# Other Permits for Third Quarter



# **Other Activities**

- Plats of Surveys: 18
- Special Events: Ragbrai
- Debris Site Phase 2
- Home Business/Floodplain Amendment Ordinance 312
- Future Land Use mapping update
- Manufactured Housing Community survey preparation



**Story County FY24 Quarterly Report**  
**September 30, 2023**  
**25% of Year**

	Original Annual Budget	Amended	Sept 30th		Quarter Total	Quarter Percent of Budget	Amount Remaining
			1st	Total			
<b>Expenditures:</b>							
Board of Supervisors	\$1,237,060.00	\$1,264,605.00		\$311,350.62	24.62%	\$953,254.38	
Auditor	\$1,412,994.00			\$312,205.42	22.10%	\$1,100,788.58	
Treasurer	\$1,155,747.00			\$298,969.69	25.87%	\$856,777.31	
County Attorney	\$3,467,150.00			\$864,655.83	24.94%	\$2,602,494.17	
Sheriff	\$11,416,143.00			\$2,933,154.91	25.69%	\$8,482,988.09	
Recorder	\$515,791.00			\$124,649.86	24.17%	\$391,141.14	
Animal Control	\$683,555.00			\$153,960.35	22.52%	\$529,594.65	
General Betterment (40% L.O.S.T.)	\$1,522,372.00	\$1,695,433.00		\$259,029.65	15.28%	\$1,436,403.35	
Engineer	\$13,674,900.00	\$14,193,514.00		\$2,273,223.81	16.02%	\$11,920,290.19	
Veteran Affairs	\$143,499.00	\$143,549.00		\$40,950.17	28.53%	\$102,598.83	
Conservation Board	\$5,147,679.00	\$7,401,779.00		\$1,306,109.98	17.65%	\$6,095,669.02	
Environmental Health	\$479,385.00			\$89,114.23	18.59%	\$390,270.77	
IRVM	\$334,735.00			\$137,526.80	41.08%	\$197,228.20	
General Assistance	\$505,435.00			\$117,605.28	23.27%	\$387,829.72	
Group Homes	\$174,660.00		\$812,900.00	\$121,302.11	69.45%	\$53,357.89	
Human Services Center	\$806,900.00			\$193,062.47	23.75%	\$619,837.53	
Facilities Management	\$995,140.00			\$236,398.94	23.76%	\$758,741.06	
Information Technology	\$1,803,640.00			\$518,825.29	28.77%	\$1,284,814.71	
Planning & Development	\$434,625.00			\$114,130.61	26.26%	\$320,494.39	
Justice Center Facilities	\$1,043,565.00	\$1,071,065.00		\$242,455.71	22.64%	\$828,609.29	
DHS	\$65,200.00			\$15,859.21	24.32%	\$49,340.79	
Mental Health	\$3,000.00			\$475.39	15.85%	\$2,524.61	
Juvenile Court Services	\$140,050.00			\$38,488.55	27.48%	\$101,561.45	
Countywide Services	\$16,705,771.00	\$22,867,782.00		\$2,179,990.97	9.53%	\$20,687,791.03	
<b>Total Expenditures:</b>	\$69,009,016.00	\$78,177,897.00		\$12,883,495.85	16.48%	\$65,294,401.15	

Fund Balance Status:	Committed	Restricted/Assigned	% of exp	
			YTD	
General Basic Fund	\$19,044,555.00	\$3,658,809	24.80%	
ARPA Subfund	\$14,521,477.64	\$14,521,478	3.68%	
General Supplemental Fund	\$2,597,055.51	\$2,597,056	29.47%	
Rural Services Fund	\$3,584,347.49	\$594,302	23.22%	
TIF Fund	\$587,534.67	\$587,534.67	0.00%	
Secondary Roads Fund	\$8,148,366.25	\$8,148,366	15.36%	

**Story County FY24 Quarterly Report**  
**September 30, 2023**  
**25% of Year**

Departmental Revenues:	Original Annual Budget	Amended	Sept 30th		Quarter Percent of Budget	Amount Remaining
			1st Quarter Total			
Auditor	\$114,300.00		\$4,794.87		4.19%	\$109,505.13
Treasurer	\$1,199,420.00	\$1,699,420.00	\$669,250.29		39.38%	\$1,030,169.71
County Attorney	\$399,300.00		\$84,934.07		21.27%	\$314,365.93
Sheriff	\$1,158,500.00		\$274,174.65		23.67%	\$884,325.35
Recorder	\$616,080.00		\$136,915.14		22.22%	\$479,164.86
Animal Control	\$48,000.00		\$10,843.89		22.59%	\$37,156.11
Engineer	\$8,624,040.00		\$1,535,540.90		17.81%	\$7,088,499.10
Veteran Affairs	\$10,150.00		\$10,050.00		99.01%	\$100.00
Conservation Board	\$1,317,185.00	\$2,200,083.00	\$101,767.36		4.63%	\$2,098,315.64
Environmental Health	\$165,170.00		\$39,306.61		23.80%	\$125,863.39
IRVM	\$20,280.00		\$12,881.07		63.52%	\$7,398.93
General Assistance	\$10,900.00		\$0.00		0.00%	\$10,900.00
Group Homes	\$214,136.00		\$47,661.28		22.26%	\$166,474.72
Human Services Center	\$3,000.00		\$930.00		31.00%	\$2,070.00
Facilities Management	\$4,100.00		\$2,600.00		63.41%	\$1,500.00
Information Technology	\$9,600.00		\$7,185.00		74.84%	\$2,415.00
Planning & Development	\$42,860.00		\$6,408.13		14.95%	\$36,451.87
Justice Center Facilities	\$3,000.00		\$733.85		24.46%	\$2,266.15
DHS	\$230,000.00		\$54,550.32		23.72%	\$175,449.68
MHDS Services	\$3,000.00		\$1,288.30		42.94%	\$1,711.70
Countwide Services	\$35,810,520.00	\$35,845,520.00	\$14,926,198.36		41.64%	\$20,919,321.64
<b>Total Revenues:</b>	<b>\$50,003,541.00</b>	<b>51,421,439.00</b>	<b>\$17,928,014.09</b>		<b>34.86%</b>	<b>\$33,493,424.91</b>

September 6, 2023

Organizational changes have led PHC to reevaluate the scope of this renovation project. After review with our Facilities Director and Ames medical and dental leadership teams, we are proposing the following minor changes to the scope of this project.

Approved Contract – Scope of Renovation	Proposing Change?	Proposed Changes – Scope of Renovation
Expand the front desk to allow for additional Clinic Office Specialist (COS)	N	
Create additional space for lab tech by using a portion of the procedure room	N	
Build out office for additional Health Benefits Specialist (HBS)	N	No change to scope. Even if an HBS is not hired, we will use this office for blood draws/patient testing or additional staff
Relocate triage office to allow for expansion of front desk	N	
Consolidate six current offices into 12 by downsizing current office furniture and replacing with smaller desks to fit two staff per office	N	
Convert unused space, utilize for care teams, behavioral health team, and clinic support staff; reconfigure current provider/nurse areas to allow for additional staff (interpreters, medical and clinical staff, etc.)	Y	We will realize additional space through the consolidation of offices and reconfiguration of furniture, so we are proposing the following change to replace it:  Replacing flooring and paint in waiting room and restrooms.
Add storage cabinets to each exam room to allow access/storage of supplies	N	
Add data and electrical throughout to incorporate the additional staff and work spaces	N	