

The Board of Supervisors met on 5/21/24 at 10:00 a.m. in the Story County Administration Building. Linda Murken, Latifah Faisal, and Lisa Heddens (via Zoom) with Murken presiding. (all audio of meetings available at storycountyia.gov; any resolution is effective upon signature and can be inspected M-F, 8-4:30, at 900 6th Street, Nevada, Iowa)

ADOPTION OF AGENDA: Murken removed Consent Agenda items #7 and #20 for individual consideration. Faisal moved, Heddens seconded adopting the agenda with noted changes. Motion carried unanimously (MCU) on a roll call vote.

PUBLIC COMMENT #1: Lauris Olson (via Zoom) asked for clarification on the public comment process. Murken clarified.

PROCLAMATION RECOGNIZING MAY 19-25, 2024 AS EMERGENCY MEDICAL SERVICES WEEK: The Board read the proclamation in full. Faisal moved, Heddens seconded the approving of the Proclamation Recognizing May 19-25, 2024 as Emergency Medical Services Week. Roll call vote. (MCU)

RAISING READERS ANNUAL REPORT: Kristi Mayo, Executive Director, highlighted items from the submitted report, including work in the City of Nevada, volunteer recruitment, extended service, and resources. The Board thanked Mayo. She reported on several programs and thanked the Board for the County's continued support.

GOOD NEIGHBOR AMERICAN RESCUE PLAN ACT (ARPA) ANNUAL REPORT: William Stodden reported on services, statistics, funding, challenges, and other sources for clients. Murken asked is the ARPA funds will be spent in the allotted timeframe. Yes. The Board thanked Stodden.

NEVADA FOOD AT FIRST AMERICAN RESCUE PLAN ACT (ARPA) ANNUAL REPORT: Barb Mittman reported on program history, expansion of service, funding, data, and partnering with Elmhurst University for intern. She thanked the Board and asked for questions. Faisal urged everyone to visit the kitchen and watch Mittman at work. Tremendous impact. Murken asked about congregate meal site. The Board thanked Mittman

MINUTES: 5/14/24 Minutes – Heddens moved, Faisal seconded approving the 5/14/24 Minutes as presented. Roll call vote. (MCU)

CLAIMS: 5/23/24 Claims of \$3,233,741.91 (run date 5/17/24), 41 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 (\$3,606.86), Holding-Seized Funds (\$1,950.25), Emergency Management (\$3,861.73), E911 (\$87.31), County Assessor (\$995.03), City Assessor (\$48,390.34), and Central Iowa Community Services (\$306,917.73).

Faisal moved, Heddens seconded approving claims as listed. Roll call vote. (MCU)

Heddens moved, Faisal seconded approving Consent Agenda with noted changes.

1. Renewal of Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor for Ames Golf and Country Club, 5752 George Washington Carver Avenue, Ames, effective 7/1/24-6/30/25
2. Resolution #24-83, to Compromise Tax and Abate Penalty on a building on leased land pursuant to *Code of Iowa* §435.25
3. Quarterly Report for the Sheriff
4. Acknowledgement of four purchases over \$5,000.00 by the Sheriff's Office (unbudgeted): jail mattresses (\$8,500.00); radio batteries (\$10,000.00); inflatable lights (\$5,300.00); mobile light tower (\$13,200.00)
5. Master Services and Purchasing Agreement between AXON and Story County, effective 5/22/24 (Proprietary Information)
6. License Fees Between Story County and RoseRush Services, LLC for annual software licensing, support, and upgrades, effective 6/1/24-5/31/25, for \$1,895.00
8. Renewal Fees between Story County and Solutions, Inc. for Software Support, effective 7/1/24-6/30/25, for \$33,728.75
9. Renewal License Fees between Story County and Solutions, Inc. for IBM Server Maintenance, effective 4/1/24-3/31/25, for \$3,439.00 (unbudgeted)
10. Site Plan for Ag Leader, Ames
11. FY25 Provider and Program Participation Agreement with Boys and Girls Club of Story County, effective 7/1/24-6/30/25: Out of School Program-Ames (not to exceed \$22,272.00) \$50.13/partial day (three hours); Out of School Program-Nevada (not to exceed \$7,028.00) \$54.43/partial day (three hours)
12. FY25 Provider and Program Participation Agreement with Campfire USA, effective 7/1/24-6/30/25: Out of School Program (not to exceed \$5,300.00) \$65.33/partial day (three hours)
13. FY25 Provider and Program Participation Agreement with Center for Creative Justice, effective 7/1/24-6/30/25: Correctional Services-Probation Services (not to exceed \$39,585.00) \$107.39/client hour
14. FY25 Provider and Program Participation Agreement with Childserve Community Options, Inc., effective 7/1/24-6/30/25: Daycare-Infant (not to exceed \$5,500.00) \$57.66/full day; Daycare-Children (not to exceed \$5,500.00) \$56.65/full day
15. FY25 Provider and Program Participation Agreement with Mary Greeley Medical Center (MGMC) Home Health Services, effective 7/1/24-6/30/25: Community Clinics-Comm Clinics/Health Education (not to exceed \$90,000.00) \$150.00/clinic hour; In-Home Nursing-RN Skilled Nursing (not to exceed \$106,900.00) \$285.00/visit; In-Home Hospice (not to exceed \$20,000.00) \$270.00/day (24 hours); Home Health Assistance-Homemaker (not to exceed \$125,000.00) \$42.00/clinic hour
16. FY25 Provider and Program Participation Agreement with Mid-Iowa Community Action, effective 7/1/24-6/30/25: Food Pantry (not to exceed \$13,000.00) \$20.92/client contact
17. FY25 Provider and Program Participation Agreement with Raising Readers in Story County, effective 7/1/24-6/30/25: Family Development/Education-STARs (not to exceed \$5,413.00) \$167.42/client hour; Out of School Program-Reading Buddies (not to exceed \$6,515.00) \$134.16/partial day (three hours); Public Education/Awareness (not to exceed \$4,830.00) \$175.52/staff hour
18. FY25 Provider and Program Participation Agreement with Story Time Child Care Center, effective 7/1/24-6/30/25: Daycare-Infant (not to exceed \$3,150.00) \$9.28/full day; Daycare-Children (not to exceed \$59,850.00) \$33.58/full day

19. FY25 Provider and Program Participation Agreement with University Community Childcare, effective 7/1/24-6/30/25: Daycare-Infant (not to exceed \$16,454.00) \$108.24/full day; Daycare-Children (not to exceed \$12,293.00) \$64.18/full day

Roll call vote. (MCU)

RESOLUTION #24-79 FY24 BUDGET AMENDMENT: Lisa Markley, Assistant Auditor, reported on the budget amendment process. The amendment was published on 5/9/24 in the three official newspapers. She provided detail on the amendments. Murken opened the public hearing at 10:47 a.m., and hearing none, she closed the public hearing at 10:47 a.m. Faisal moved, Heddens seconded approving the Resolution #24-79, FY24 Budget Amendment. Roll call vote. (MCU)

RESOLUTION #24-78, TO ENTER INTO AN UNDERGROUND ELECTRIC LINE EASEMENT WITH THE INTERSTATE POWER AND LIGHT COMPANY FOR THE INSTALLATION OF AN ELECTRIC LINE ON PROPERTY LOCALLY KNOWN AS THE PRAIRIE RAIL TRAIL: Mike Cox, Conservation Director, reported on the easement. It supports the substation being constructed on E18. There are no concerns and the Conservation Board supports the easement. Murken opened the public hearing at 10:49 a.m., and, hearing none, she closed the public hearing at 10:50 a.m. Heddens moved, Faisal seconded approving Resolution #24-78. Roll call vote. (MCU)

RESOLUTION #24-82, TO ENTER INTO AN AMENDMENT TO OFFER TO BUY REAL ESTATE AND ACCEPTANCE FOR THE PURCHASE OF ONE AND ONE-HALF ACRES M/L IN SECTION 24 UNION TOWNSHIP OWNED BY BETTY B. BULAND REVOCABLE TRUST, AND AUTHORIZE THE SIGNATURE UPON THE AMENDMENT TO OFFER TO BUY REAL ESTATE AND ACCEPTANCE AND ALL OTHER NECESSARY DOCUMENTATION TO EFFECTUATE THE PURCHASE BY THE CHAIRMAN OF THE BOARD OF SUPERVISORS: Mike Cox, Conservation Director, reported the original purchase agreement is being amended to reflect actual ownership. Discussion took place. Murken opened the public hearing at 10:53 a.m., and, hearing none, she closed the public hearing at 10:53 a.m. Faisal asked about impact of the amendment on cost. Cox replied it lowered the cost by approximately \$30,000.00. Heddens moved, Faisal seconded approving Resolution #24-82. Roll call vote. (MCU)

RESOLUTION #24-80, APPROPRIATION AMENDMENT: Lisa Markley, Assistant Auditor, reported the Resolution is needed to appropriate the amended budget. It is the final appropriation for the fiscal year. Faisal moved, Heddens seconded approving Resolution #24-80, Appropriation Amendment. Roll call vote. (MCU)

REDUNDANT INTERNET CONNECTION FOR NEVADA NETWORK BETWEEN STORY COUNTY AND METRONET FOR \$1,440.00 A MONTH FOR 36 MONTHS (UNDBUDGETED): Joel Ahrens, Information Technology, spoke about previous outages and the need for better service. Metronet is a cost-competitive choice, can provide the needed additional bandwidth, and has dedicated staff. Heddens asked if the annual amount the same for each year, or does it increase every year? Ahrens said it is the same for the life of the contract. Heddens moved, Faisal seconded approving the Redundant Internet Connection for Nevada Network between Story County and Metronet for \$1,440 a month for 36 months. Roll call vote. (MCU)

HARDWARE AND LICENSE FEES BETWEEN STORY COUNTY AND IP PATHWAYS FOR FIREWALL AND SUPPORT, EFFECTIVE 7/1/24-6/30/26, FOR \$15,933.80 (UNDBUDGETED): Joel Ahrens, Information Technology, stated the County requires a bigger firewall for Nevada. The existing firewall can be moved to the firing range. This is a one-time hardware cost. The ongoing maintenance is approximately \$3,000.00 a year. Faisal moved, Heddens seconded approving the Hardware and License Fees between Story County and IP Pathways for Firewall and Support, effective 7/1/24-6/30/26 for \$15,933.80. Roll call vote. (MCU)

DIRECTION ON MODIFICATION TO THE AGREEMENT WITH THE CITY OF ROLAND FOR USE OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS: Leanne Harter, Planning and Development Director, reported on the modification process and requested direction from the Board. Roland requested the modification to add sewer line replacement as the original project came in under budget. The Board deemed the amendment to be consistent with the original project and ARPA goals. Harter was directed to bring back an amendment.

DIRECTION ON MODIFICATION TO THE AGREEMENT WITH HOME ALLIES FOR USE OF AMERICAN RESCUE PLAN ACT (ARPA) FUNDS: Leanne Harter, Planning and Development Director, provided a brief overview. Lauris Olson, Home Allies, reported on the need for modification. An existing building has been found in lieu of new construction. New construction is now prohibitive due to higher interest rates. The existing property is a five-plex in Old Town Ames. The ARPA funding not used for construction can be used for rental subsidies. The project will remain in the ARPA timeframe. Murken asked clarifying questions about original costs. Olson provided answers. HUD has subsequently raised allowable amounts for rent and utilities. She estimates \$25,000.00 for remodeling, and the remainder for rental subsidies. The Board thanked Olson for her efforts. Murken asked about accessibility and parking. Olson provided responses. Harter was directed to prepare the amendment.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: Murken reported Melissa Spencer, Emergency Management Coordinator, just received advanced certification. She spoke about Spencer's accomplishments. Murken thanked staff for the broadband access survey. All Board members reported on upcoming meetings and items.

Heddens moved, Faisal seconded to adjourn at 11:33 a.m. Roll call vote. (MCU)

Story County Board of Supervisors
Tentative Agenda
Administration Building,
900 6th St., Nevada, IA
5/21/24

1. SPECIAL NOTE TO THE PUBLIC: (2) - 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 this URL to join. [HTTPS://US02WEB.ZOOM.US/J/85664360392?](https://us02web.zoom.us/j/85664360392?pwd=EERQTXLWWTvNRK5LVGJPMUEZBVR5QT09)

[PWD=EERQTXLWWTvNRK5LVGJPMUEZBVR5QT09](https://us02web.zoom.us/j/85664360392?pwd=EERQTXLWWTvNRK5LVGJPMUEZBVR5QT09)

Passcode: 768469

Or Telephone:

+13092053325,,85664360392# US

+13126266799,,85664360392# US (Chicago)

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

+1 309 205 3325 or +1 312 626 6799 (Chicago)

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 May 19-25, 2024 As Emergency Medical Services Week

Department Submitting Board of Supervisors

Documents:

EMS WEEK.PDF

7. AGENCY REPORTS:

I. Raising Readers Annual Report - Kristi Mayo, Executive Director

Department Submitting Auditor

Documents:

RAISING READERS.PDF

II. Good Neighbor ARPA Annual Report - William Stodden

Department Submitting Board of Supervisors

III. Nevada Food At First ARPA Annual Report - Barb Mittman

Department Submitting Board of Supervisors

8. CONSIDERATION OF MINUTES:

I. 5/14/24 Minutes

Department Submitting Auditor

9. CONSIDERATION OF CLAIMS:

I. 5/23/24 Claims

Department Submitting Auditor

Documents:

CLAIMS 052324.PDF

10. 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 Renewal Of Iowa Retail Permit Application For Cigarette/Tobacco/Nicotine/Vapor For Ames Golf And Country Club, 5752 GWC Ave, Ames, Effective 7/1/24-6/30/25

Department Submitting Auditor

Documents:

AGCC.PDF

II. Consideration Of Resolution #24-83, To Compromise Tax And Abate Penalty Assessed Against Said Building On Leased Land

Department Submitting Treasurer's Office

Documents:

RES 24 83.PDF
APPENDIX A.PDF

III. Consideration Of Quarterly Report For The Following: Sheriff

Department Submitting Auditor

Documents:

SHRF.PDF

IV. Acknowledgement Of Four Sheriff's Office Purchases Over \$5,000 Unbudgeted

Department Submitting Sheriff

Documents:

ACKNOWLEDGEMENT.PDF

V. Consideration Of Master Services And Purchasing Agreement Between AXON And Story County Effective 5/22/24

Proprietary Information

Department Submitting Sheriff

Documents:

AXON.PDF

VI. Consideration Of License Fees Between Story County And RoseRush Services, LLC For Annual Software Licensing, Support, And Upgrades Effective 6/1/24 - 5/31/25 For \$1,895.00

Department Submitting Information Technology

Documents:

ROSE RUSH SHELTERPRO.PDF

VII. Consideration Of Redundant Internet Connection For Nevada Network Between Story County And Metronet For \$1,400.00/Mo (Unbudgeted)

Department Submitting Information Technology

Documents:

METRONET 2 GIG TERMS.PDF

VIII. Consideration Of Renewal Fees Between Story County And Solutions, Inc. For Software Support Effective 7/1/24 - 6/30/26 For \$33,728.75 (Budgeted)

Department Submitting Information Technology

Documents:

SOLUTIONS SUPPORT AGREEMENT.PDF

- IX. Consideration Of Renewal License Fees Between Story County And Solutions, Inc. For IBM Server Maintenance Effective 4/01/24 - 3/31/25 For \$3,439.00 (Unbudgeted)

Department Submitting Information Technology

Documents:

IBM MAINTENANCE PROPOSAL.PDF

- X. Consideration Of A Site Plan For Ag Leader, Ames

Department Submitting Planning & Development

Documents:

STAFF MEMO.PDF
AG LEADER SITE PLAN.PDF
AG LEADER BUILDING PLAN.PDF

- XI. Consideration Of FY25 Provider And Program Participation Agreement With Boys And Girls Club Of Story County Effective 7/1/24-6/30/25;

Boys and Girls Club of Story County - Out of School Program-Ames (Not to exceed \$22,272) \$50.13/1 Partial Day (3 Hours); Out of School Program-Nevada (Not to exceed \$7,028) \$54.43/1 Partial Day (3 Hours)

Department Submitting Board of Supervisors

Documents:

BGCSTORY FY25.PDF

- XII. Consideration Of FY25 Provider And Program Participation Agreement With Campfire USA Effective 7/1/24-6/30/25;

Campfire USA - Out of School Program (Not to exceed \$5,300) \$65.33/1 Partial Day (3 Hours)

Department Submitting Board of Supervisors

Documents:

CAMPFIRE FY25.PDF

- XIII. Consideration Of FY25 Provider And Program Participation Agreement With Center For Creative Justice Effective 7/1/24-6/30/25;

Center for Creative Justice - Correctional Services-Probation Services (Not to exceed \$39,585) \$107.39/1 Client Hour

Department Submitting Board of Supervisors

Documents:

CCJ FY25.PDF

- XIV. Consideration Of FY25 Provider And Program Participation Agreement With Childserve Community Options, Inc. Effective 7/1/24-6/30/25;

Childserve Community Options, Inc. - Daycare-Infant (Not to exceed \$5,500) \$57.66/1 Full Day; Daycare-Children (Not to exceed \$5,500) \$56.65/1 Full Day

Department Submitting Board of Supervisors

Documents:

CHILDSERVE FY25.PDF

- XV. Consideration Of FY25 Provider And Program Participation Agreement With MGMC Home Health Services Effective 7/1/24-6/30/25

MGMC Home Health Services - Community Clinics-Comm Clinics/Health Education (Not to exceed \$90,000) \$150.00/1 Clinic Hour; In-Home Nursing-RN Skilled Nursing (Not to exceed \$106,900) \$285.00/1 Visit; In-Home Hospice (Not to exceed \$20,000) \$270.00/1 Day (24 Hour); Home Health Assistance-Homemaker (Not to exceed \$125,000) \$42.00/1 Clinic Hour

Department Submitting Board of Supervisors

Documents:

MGMC FY25.PDF

- XVI. Consideration Of FY25 Provider And Program Participation Agreement With Mid-Iowa Community Action Effective 7/1/24-6/30/25;

Mid-Iowa Community Action - Food Pantry (Not to exceed \$13,000) \$20.92/1 Client Contact

Department Submitting Board of Supervisors

Documents:

MICA FY25.PDF

- XVII. Consideration Of FY25 Provider And Program Participation Agreement With Raising Readers In Story County Effective 7/1/24-6/30/25;

Raising Readers in Story County - Family Development/Education-STARs (Not to exceed \$5,413) \$167.42/1 Client Hour; Out of School Program-Reading Buddies (Not to exceed \$6,515) \$134.16/1 Partial Day (3 Hours); Public Education/Awareness (Not to exceed \$4,830) \$175.52/1 Staff Hour

Department Submitting Board of Supervisors

Documents:

RAISINGREAD FY25.PDF

- XVIII. Consideration Of FY25 Provider And Program Participation Agreement With Story Time Child Care Center Effective 7/1/24-6/30/25;
Story Time Child Care Center - Daycare-Infant (Not to exceed \$3,150) \$9.28/1 Full Day; Daycare-Children (Not to exceed \$59,850) \$33.58/1 Full Day

Department Submitting Board of Supervisors

Documents:

STCC FY25.PDF

- XIX. Consideration Of FY25 Provider And Program Participation Agreement With University Community Childcare Effective 7/1/24-6/30/25;
University Community Childcare - Daycare-Infant (Not to exceed \$16,454) \$108.24/1 Full Day; Daycare-Children (Not to exceed \$12,293) \$64.18/1 Full Day

Department Submitting Board of Supervisors

Documents:

UCC FY25.PDF

- XX. Consideration Of Hardware And License Fees Between Story County And IP Pathways For Firewall And Support Effective 7/1/24 - 6/30/26 For \$15,933.80 (Unbudgeted)
proprietary information

Department Submitting Information Technology

11. PUBLIC HEARING ITEMS:

- I. Consideration Of Resolution #24-79 FY24 Budget Amendment - Lisa Markley

Department Submitting Auditor

Documents:

24 79.PDF
AMENDMENT DOC.PDF

- II. Consideration Of Resolution #24-78, To Enter Into An Underground Electric Line Easement With The Interstate Power And Light Company For The Installation Of An Electric Line On Property Locally Known As The Praeri Rail Trail - Mike Cox

Department Submitting Conservation

Documents:

RES 24 78.PDF
IPL EASEMENT.PDF

- III. Consideration Of Resolution #24-82, To Enter Into An Amendment To Offer To Buy Real Estate And Acceptance For The Purchase Of One And One-Half Acres M/L In Section

24 Union Township Owned By Betty B. Buland Revocable Trust, And Authorize The Signature Upon The Amendment To Offer To Buy Real Estate And Acceptance And All Other Necessary Documentation To Effectuate The Purchase By The Chairman Of The Board Of Supervisors - Mike Cox

Department Submitting Conservation

Documents:

RESOLUTION 24 82.PDF
BULAND PURCHASE AGREEMENT.PDF

12. ADDITIONAL ITEMS:

I. Consideration Of Resolution #24-80, Appropriation Amendment - Lisa Markley

Department Submitting Auditor

Documents:

24 80.PDF

13. DEPARTMENTAL REPORTS:

14. OTHER REPORTS:

I. Discussion And Direction On Modification To The Agreement With The City Of Roland For Use Of American Rescue Plan Act (ARPA) Funds - Leanne Harter

Department Submitting Planning and Development

Documents:

31 AMENDMENT REQUEST.PDF

II. Discussion And Direction On Modification To The Agreement With Home Allies For Use Of American Rescue Plan Act (ARPA) Funds - Leanne Harter

Department Submitting Planning and Development

Documents:

30 AMENDMENT REQUEST.PDF

15. UPCOMING AGENDA ITEMS:

16. 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.

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

18. 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
5/21/24

NAME

AGENCY

Core Dikow
Ray Reynolds
Learna Ellis
Sindusky
JOEC ANDREWS
Lisa Markley
Barb Mitman
Scott Renaud
William Stodden

Ames FDC
Nevada FD
Pellis
UBUS
IT
Auld
Newk Fort at First
Renaud Engineering LLC
Good Neighbor Emerg. Asst.

PROCLAMATION

Emergency Medical Services (EMS) Week

May 19 – 25, 2024

WHEREAS, emergency medical services are a vital public service and the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, in the last 12 years, EMS has been vital to emergency medicine and to saving lives. Medical emergencies and situations faced by all medical practitioners require quick problem solving and years of training; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, National Emergency Medical Services Week brings together local communities and medical personnel to publicize safety and honor the dedication of those who provide the day-to-day lifesaving services of medicine's "front line."

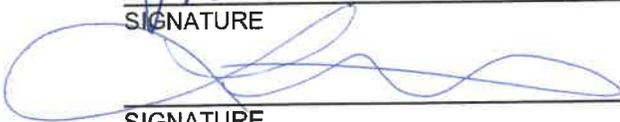
NOW, THEREFORE, BE IT RESOLVED THAT, We, the Story County Board of Supervisors, do hereby proclaim May 19-25, 2024 as Emergency Medical Services (EMS) Week in Story County and encourage the communities to observe this week with appreciation and gratitude for those emergency medical services.



SIGNATURE

5/21/24

DATE



SIGNATURE

5/21/24

DATE

SIGNATURE

DATE



2024 Raising Readers in Story County Report to the Story County Board of Supervisors

The mission of Raising Readers in Story County is to support the language and literacy development of young children by providing books, caregiver guidance, and early childhood programs. We envision a future in which generations of young children get a solid foundation in reading, communicating, and learning that will prepare them for future success.

With ASSET support, Raising Readers in Story County positively impacts early literacy using the three strategies stated in our mission. Our programs range from indirect, preventative services, where we provide resources and information aimed at raising awareness and supporting caregivers in their role of developing their children's literacy, to direct, intervention service with programming intended to change behaviors and increase specific language and literacy outcomes. The programs we currently provide are: **Story Pals, STARS (Sing Talk and Read for Success) Storytime, Small Talk, Reading Buddies, Reach Out and Read, Community Bookshelves, Read to Succeed, Step Into Storybooks** and **Little Free Libraries**. In addition, we organize and partner with multiple organizations to offer and participate in events within the community with the purpose of **gifting books** and providing age-appropriate, literacy-building opportunities for children. With all of our offerings, we first consider access and the participant experience while working to remove as many barriers as possible. ASSET funds provided by the Story County Board of Supervisors have supported our efforts in FY23-24 in the following service areas: Family Development and Education, Out of School Learning, and Public Education and Awareness.

Family Development and Education

Research tells us that 90% of a person's brain growth occurs in the first five years of life. Children typically begin their academic career around age five so much of our early childhood work is driven by the knowledge that a caregiver's role in supporting the development of a child's language and literacy is essential. We find that some adults underestimate the importance of their role and others simply lack the knowledge and skill to impact this development in a positive way. Data shared by the Iowa

Department of Education demonstrate that one fourth of the students in Story County entering kindergarten lack the academic foundation to meet benchmark standards on their fall assessments. Data further supports that these same children who enter their academic careers with inadequate skills are at highest risk for poor academic future outcomes.

Our **Small Talk** program is a caregiver empowerment offering that teaches adults about the importance of building their baby's brain, supporting that growth with interactive talk, and daily book reading. The Small Talk program has enrolled over 30 families for ten week sessions so far this year, boasting an 87% graduation within that group, with another group of caregivers entering programming next month. Participant outcome surveys indicate high satisfaction with this program with referrals to friends and family being the most telling of program quality and value.

Story Pals is a preschool program in which trained volunteers meet with children in sessions to support vocabulary acquisition, oral language and other foundational literacy skills. The program served 141 preschool students in FY23-24, an increase from 112 students last year, with over 90% of students demonstrating improvement in their literacy and language post-program skills assessment and extremely positive feedback received from surveyed caregivers about the program experience and benefits. Efforts were made to expand this program to the Nevada community this year, adding Central Elementary to our Northwood Preschool and Ames Community Preschool sites, and we are currently recruiting participants for an early summer offering at North Grand Mall as well.

Step into Storybooks is an annual event in which community partners create literacy-focused learning stations in which children and their families engage in hands-on, experiential learning activities and gather ideas and information about how to replicate similar opportunities at home. This year's event at North Grand Mall, held earlier this month, was attended by over 250 people and caregivers surveyed overwhelmingly agreed that they felt inspired to seek out and engage in future literacy-rich activities with their children. *(This event will move from the Family Development and Education ASSET category to the Public Education and Awareness category effective with the 24-25 fiscal year.)

As research continues to support early exposure to literacy and language development activities as essential to brain development and long-term positive impacts, Family Development and Education services remain a high priority for our organization.

Out of School Learning

While we understand the importance of early literacy development and support, we also recognize that some children miss the opportunity to establish foundational skills needed for academic success and enter our schools unprepared to thrive. Iowa Department of Education statistics demonstrate this notion as they report that approximately 25% of Story County third graders do not read proficiently. The correlation between non-proficient 3rd grade reading and a high likelihood for decreased academic and life outcomes is too significant to ignore.

To help support students with gaps in necessary foundational literacy skills, Raising Readers offers the **Reading Buddies** program. This is a volunteer-driven program focused on providing additional skills support and positive literacy experiences for early school-age children. We offer sessions in the fall, winter/spring and through the summer. Raising Readers trains volunteer tutors to provide 1:1 evidence-based literacy skills instruction through individualized lessons as well as a shared reading experience to foster the love and value of reading. Site facilitators develop the individualized lessons based on session feedback from our volunteers as well as supervise the 1:1 sessions. Students engage in pre and post skills assessments to provide the necessary data for the development of their lesson plans and to track progress through their enrollment.

The Reading Buddies program met at four locations in FY23-24 (Ames Public Library, Memorial Lutheran Church/Nevada, Raising Readers office at North Grand Mall and Northminster Church/Ames) while partnering with the Boys and Girls Clubs of both Ames and Nevada, Ames Community Preschool Center afterschool program, Ames Community Schools and Nevada Community Schools. This program enrolled 80 students over the course of the year with all maintaining and the large majority increasing their literacy skill level.

While Raising Readers strives to focus the majority of our resources on preventive education efforts, we simply can not overlook the current

reality of students who are struggling in our community. We see this as an equity issue and desire to support our schools by providing intervention services to help close that proficiency gap.

Public Education and Awareness

Bringing awareness to our community to highlight the importance of literacy development from birth, the caregiver's role, and access to quality books is central to our mission.

Raising Readers advocates and aims to educate the public about early literacy in a multitude of ways. Our **Reach Out and Read** program delivers books as well as language and literacy tips through medical care providers to children at well-child clinic visits at all Story County physician's offices from age 6 months to 5 years old. In FY23-24 almost 9,000 books were distributed to over 4,000 children through this program alone.

Our **Read to Succeed** program targets under-resourced students by providing new books three times per year over longer breaks in the school schedule. 179 children benefited from the program this year that serves the extended county school districts of Ballard, Collins-Maxwell, Colo-NESCO, Gilbert, and Nevada.

Little Free Libraries are accessible book pantries throughout the county and make books available to any child wanting to read and have books in their home. **Community Bookshelves** also target under-served, low income families by providing book access in locations where they typically receive other services such as food pantries, county and state assistance offices and other support agencies. 1000s of books are distributed through these two programs each year and FY23-24 was no exception. Several new Community Bookshelf locations were established this year as organizations learned of our program, and Little Free Libraries saw significant visit increases in large part due to increased accessibility during our mild winter.

STARS Storytime is a twice monthly offering for families to visit our mall location for stories, songs, playtime, and community engagement. Our family education coordinator embeds language and literacy tips and models best practices for caregivers into an enjoyable literacy program for young

children. Storytime participation has grown immensely this year serving both new and returning families each month.

Gift Books is the program title we use to categorize all of the additional community events, outreach, and partnerships through which we provide books to children and families. Raising Readers takes a leadership role in Story County, offering presentations and training as requested to provide public education, recruiting volunteers, opening our doors to families seeking a place to play, relax, read, and engage with others in the community while spreading the word about the importance of reading and talking with children from a young age, in addition to providing the books to facilitate that engagement.

In Conclusion

Raising Readers in Story County greatly appreciates the Story County Board of Supervisors for their continued, leading support of our programs. This funding allows us to find solutions to the challenges of children and caregivers in Story County, and we value your partnership in meeting our shared priority goal of empowering families and eliminating barriers in the area of education.

Submitted by:

Kristi Mayo, executive director

Raising Readers in Story County

director@raising-readers.org

Additional instructions are on the final page.

For period (MM/DD/YYYY) 7 / 1 / 24 through 06/30/25

Use this form to apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products at retail. If you need a different, non-retail cigarette or tobacco permit, use form 70-015. If approved, the permit is only valid for the location listed on the permit. You must obtain a separate retail permit for each location you own or operate.

Business Information:

Legal name/Doing business as (DBA): Ames Golf and Country Club
Iowa sales and use tax account number: 42-0114195
Retail address: 5752 George Washington Carver Ave, Ames, IA, ZIP: 50010
Mailing address: 5752 George Washington Carver Ave, Ames, IA, ZIP: 50010
Phone: 515 232 8334

Legal Ownership Information:

Type of ownership: Sole Proprietor [] Partnership [] Corporation [] LLC [] LLP []
Name of sole proprietor, partnership, corporation, LLC, or LLP: Ames Golf and Country Club
Primary office address: 5752 George Washington Carver Ave, Ames, IA, ZIP: 50010
Phone: 515 232 8334 Fax: Email: office@amesgolfcc.com

Retail Information:

Types of Sales: Over-the-counter [x] Vending machine [] Vending machine that assembles cigarettes [] Delivery sales of alternative nicotine/vapor products (see instructions) []
Mobile sales (see instructions) [] VIN: License plate number:
Types of Products Sold: (Check all that apply)
Cigarettes [x] Tobacco [] Alternative nicotine products [] Vapor products []

Type of Establishment: (Select the options that best describe the establishment)

Alternative nicotine/vapor store [] Bar [] Convenience store/gas station [] Drug store []
Grocery store [] Hotel/motel [] Liquor store [] Restaurant [] Tobacco store []
Other (provide description) [] Country Club

Do you have other permits issued under Iowa Code chapter 453A? If yes, provide permit number(s): no

Include with this application a list of your suppliers and customers on a separate sheet.

APPROVED DENIED
Board Member Initials: JMR
Meeting Date: 5-21-24
Follow-up action:

Identify partners or corporate officers if the business is not a sole proprietorship.
Name: n/a Title:
Address:
City: State: ZIP:
Name: Title:
Address:
City: State: ZIP:

Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor, page 2

Name: n/a Title: _____

Address: _____

City: _____ State: _____ ZIP: _____

If this application is approved and a permit is granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products. I declare under penalties of perjury or false certificate, that I have examined this application, and to the best of my knowledge and belief, it is true, correct, and complete.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Printed name: Scott Nygent

Printed name: _____

Signature: [Signature]

Signature: _____

Date: 5/6/24

Date: _____

Printed name: [Blacked out]

Signature: _____

Date: _____

Send this completed application and the applicable fee to your local jurisdiction. If your local jurisdiction permits electronic transmission of this application, your email or fax signature will constitute a valid signature. It is up to your local jurisdiction to approve this application and issue the permit. You must have an approved permit issued to you by the local jurisdiction before acting as a retailer in that jurisdiction. You must separately apply in each local jurisdiction in which you plan to act as a retailer. If you have any questions about the status of your application, contact your city clerk (within city limits) or your county auditor (outside city limits). NOTE: A completed application is NOT a valid permit even if submitted to your local jurisdiction with the applicable fee.

FOR CITY CLERK/COUNTY AUDITOR ONLY – MUST BE COMPLETE

- Fill in the amount paid for the permit: 50.00
- Fill in the date the permit was approved by the council or board: _____
- Fill in the permit number issued by the city/county: 2025-85-001
- Fill in the name of the city or county issuing the permit: County
- New Renewal

Send completed/approved application to the Iowa Department of Revenue within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. If a permit is being exchanged due to change of location within the same jurisdiction, permittee should complete an application with new location information and application should be sent to the Department as described above. Permittees who exchange a valid permit are not required to pay an additional fee when an exchange application is submitted. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
- Fax: 515-281-7375

Story County Sheriff's Office

Third Quarter Report January - March FY 24

APPROVED

DENIED

Board Member Initials: gmm

Meeting Date: 5-21-24

Follow-up action: _____

Civil Fees
(01000-01000-4400-05)

Beginning Balance		\$113,500.64
AP Invoices		\$0.00
Receipts from all fees		\$261,305.32
Cash on Hand		\$120.00
Discrepancy on	Deposit	\$0.00
	Total	\$374,925.96

DISBURSEMENTS:

Clerk of Court and Miscellaneous Fees		\$55,820.36
Iowa Department of Transportation		\$0.00
Iowa Department of Public Safety		\$1,480.00
NSF Check with Bank Fee		
	Subtotal	\$57,300.36

Story County Treasurer:

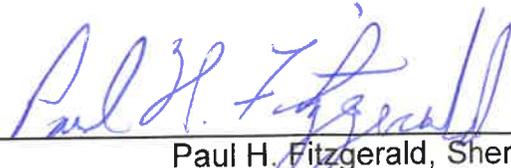
Civil Fees (01000-01000-4400-05)	\$25,411.09	
Civil Fees (Credit Card)	\$1,249.42	
Concealed Weapon Permits	\$5,805.00	
Concealed Weapon (Credit Card)	\$0.00	
Interest	\$58.01	
Work Release	\$375.00	
	Total	\$32,898.52
	Subtotal	\$90,198.88
	Carry Over	\$284,607.08
	AP Carry Over	\$0.00
	Cash on Hand	\$120.00
	Total	\$374,925.96

Story County Sheriff's Report
Total Income Earned
For the Quarter Ending March 31, 2024

Civil Fees (01000-01000-4400-05)	\$25,411.09
Civil Fees (Credit Card)	\$1,249.42
Permits to Carry Concealed Weapon (01000-01000-4410-05)	\$5,805.00
Permits to Carry Concealed Weapon (Credit Card)	\$0.00
Interest (01000-00054-6000-05)	\$58.01
Work Release (01000-01000-4400-05)	\$375.00

Total **\$32,898.52**

Total Paid to Story County Treasurer **\$32,898.52**



Paul H. Fitzgerald, Sheriff

Dated 03/31/2023
PHF:clt

Date: 4/5/2024

Business Agreement

If Agreement is not executed, pricing will expire on: 5/31/2024

Paperwork Prepared By: Ron Schmudlach

Customer Name	Story County	Subscriber ID	
Physical Address	900 6th Street Nevada, IA 50201	Billing Address	Story County 900 6th Street Nevada, IA 50201
Primary Contact: Clint Myer		Contact to Receive Metronet Text Alerts:	
Primary Contact Number: 515-382-7380		Contact Phone Number:	
Primary Contact Email: cmyer@storycountyiowa.gov		Contact Email Address:	
Referring Customer:		Referring Customer Subscriber ID:	
Referring Partner:			

Service Agreement Term: 36 month(s)

Internet

QTY	PRODUCT NAME	DESCRIPTION	UNIT PRICE	Monthly Total	One Time Total
1	-- Elite SLA	Availability guarantee 99.999%. See "Addendum regarding Service Level Agreement" for complete details.	Included	\$0.00	\$0.00
1	Business Fiber Elite 2Gb/2Gb	Business Fiber Elite providing Internet access at 2Gb download and 2Gb upload speeds.	\$1,400.00	\$1,400.00	\$0.00

Internet - Static IP

QTY	PRODUCT NAME	DESCRIPTION	UNIT PRICE	Monthly Total	One Time Total
1	Subnet /28	/28 Subnet with 13 usable static IPs	\$40.00	\$40.00	\$0.00

Monthly Net Total: \$1,440.00

Terms & Conditions

By signing this Business Agreement, Customer ("you") acknowledges that Customer has had an opportunity to read and review the terms and conditions of this Business Agreement, and all Metronet terms and conditions applicable to the services that are referenced herein, including our Business Terms and Conditions, our tariff, our Acceptable Use and Privacy Policy ("AUPP"), our Additional Terms of Service Addendum ("Business"), our Managed Wi-Fi Terms of Service, any Statement of Work ("SOW"), Letters of Authorization, and any other terms and conditions that govern the services specifically included in this Business Agreement (all such documents relating to Customer's Services are collectively the "Agreement"). Customer agrees to abide by the Agreement's terms and conditions as amended or updated from time to time. The Agreement can be found at www.metronet.com/terms-conditions and constitutes the entire agreement between Customer and Metronet with respect to the Services.

Signature:	
Title:	Board Vice - Chair
Date:	5/21/24

Customer Name	Story County
Subscriber ID	
Physical Address	900 6th Street, Nevada, IA 50201

Explanation Of Work To Be Done

Note: If you are submitting an order for Symmetrical Internet Circuits, HPBX, WAN, Wi-Fi etc., it's critical to follow the process for **Complex Orders** and first engage Sales Engineering.

Day of Service Installation

MetroNet will assign an installation date for your Fiber Services. On the Installation Date you will experience service down time due to factors outside of our control. In some cases, this may mean you may not have phone or computer service for several hours. Such downtime is unavoidable, but we will use commercially reasonable efforts to minimize the inconvenience to you.

DMARC (ONT)

When an ONT/fiber drop is installed MetroNet is responsible for service up to the DMARC (ONT). Anything beyond the DMARC is the customer's internal network and the **business owner's financial responsibility** to contact an IT vendor for support and/or repairs.

Customer Phone Vendor / Cut Sheet

Phone Vendor Name:	Self
Customer designates the above mentioned Phone Vendor to be responsible for maintaining the internal phone systems on behalf of Customer. Phone Vendor will be responsible for locating all lines prior to the Installation Date provided by MetroNet and will be responsible for connecting Customer's internal phone system to MetroNet's demarcation point. Phone Vendor must be present on the Installation Date at the designated time. Customer will be responsible for scheduling the Phone Vendor on the Installation Date and shall pay all expenses associated with the Phone Vendor. MetroNet will provide Customer with a document detailing the lines/circuits to be installed for the benefit of the Phone Vendor ("Cut Sheet")	

Compliance with Law and Regulations; Usage Policies and Prohibitions

By using any Service, you agree to comply with all applicable laws and regulations, including but not limited to any law or regulation related to call recording or monitoring. Our unlimited long distance plan and other plans where you receive a number of long distance minutes without charge are limited to calls within the 50 United States, Canada and US Territories. Toll-free, trunking, dialing outside of the 50 United States, Canada and US Territories, and call center usages are not included in unlimited or free minutes. In addition to any restrictions of use set forth in our AUPP, you may not use the phone service for any of the following: (i) autodialing, mass communications, spamming, or continuous or excessive calling/texting or call forwarding; (ii) fax broadcast or fax blasting; (iii) telemarketing or solicitations including, without limitation, polling, political solicitation, or charitable solicitation; (iv) unlawful activities, including, but not limited to, unlawful robocalls and/or robotexts; (v) abusive conduct including, without limitation, threatening, harassing or fraudulent behavior; (vi) any purpose that threatens the safety, security or use of our network or our business including, but not limited to, excessive usage, or (vii) uses without live dialog, such as transcription services, intercom or monitoring services. You may not resell our phone service or equipment. If, in our sole discretion, you are placing an abnormally high number of calls, repeatedly placing calls of unusually long duration, placing calls that are harmful or disruptive to our network or our supplier's network or service levels, or using in a prohibited manner any of our phone service features or packages, we reserve the right at our discretion, without advance notice, to charge you for your prior usage conducted in a prohibited manner and/or immediately to suspend, terminate, restrict or non renew your phone service or require you to subscribe to a different phone service package (such as a metered package) as a requirement of continuing your phone service with us. You agree any applicable long distance rates will be calculated based upon the telephone numbers of the calling and called parties and not necessarily the current physical locations of the calling and called parties.

Changes

Customer understand that any changes made to the SOW or Fiber Services, including but not limited to database information, after execution of this SOW may result in the assignment of a new Installation Date by MetroNet or otherwise delay the provisioning of the Fiber Services to you.

This SOW is hereby incorporated by reference into the Agreement between Customer and MetroNet, as that term is defined in the terms and conditions. Any capitalized terms not defined herein shall have the same meanings as ascribed to them in the Agreement.

Name: Linda Murke

Signature: [Handwritten Signature]

Date	4/5/2024
Sales Associate	Ron Schmudlach
Customer	Story County
Subscriber ID	
Address	900 6th Street, Nevada IA 50201

The Primary Contact and Additional Authorized Contacts listed below, have authorization to act on this account (e.g. make billing changes, request changes and upgrades in service/equipment, cancel service, make address changes, request and provide account information, give and accept notices, etc.) whether such action is taken by telephone, electronically or other manner. In the event the Primary Contact or an Additional Authorized Contact ceases to be authorized or a new individual becomes authorized, it is the responsibility of the Primary Contact (or an Additional Authorized Contact in the event of a change in Primary Contact) to provide MetroNet written notice of such change. MetroNet may, but shall have no obligation to, verify authorizations or the identity of the authorizer.

Primary Contact will be responsible for setting up the myMetroNetPortal Account. Anyone logging in to the business's customer portal account will be able to manage the contacts on your account.

Primary Contact will receive (and hereby expressly authorizes MetroNet to send) transactional and/or relationship messages and notifications regarding install Notifications, Payment Notifications, Maintenance Notification, and Service Disruptions via email, text, and phone. Primary Contact will have ability to modify this authorization or add/remove additional contacts in the myMetroNetPortal or by emailing **business-customer-service@metronetinc.com** or calling (855) 769-0936.

Primary Contact will be responsible for managing contacts in the myMetroNetPortal to receive Install Notifications, Payment Notifications, Maintenance Notification, and Service Disruptions.

911 Multi-Line Telephone Systems Notifications

Per FCC regulations, users of Multi-Line Telephone Systems (MLTS) must designate a contact name, phone number and/or email address that will be notified if a 911 call is placed from one of the users' MLTS phones. MetroNet's HPBX phone service is a type of MLTS; therefore, HPBX users must provide and maintain, per FCC regulations, this required information. **If the table below is not completed, the Primary Contact's information will be used by default for all 911 MLTS Notifications.** After your HPBX service is installed, your organization is responsible for managing any changes to your 911 Notification Contact by contacting MetroNet Business Customer Service by email at **business-customer-service@metronetinc.com** or phone at **(855) 769-0936**.

The Contact(s) listed below should be notified if or when a 911 call has been placed from one of my MetroNet HPBX phones. **It is the responsibility of the Primary Contact (or an Additional Authorized Contact in the event of a change in Primary Contact) to keep this Contact List updated.**

911 Dispatchable Location Requirements

The FCC has adopted rules to ensure that "Dispatchable Location" is conveyed with 911 calls to dispatch centers placed over Multi-Line Telephone Systems (MLTS). Dispatchable Location means a location that consists of the validated street address of the calling party, plus additional information such as suite, apartment, or similar information necessary to adequately identify the location of the calling party. MetroNet's HPBX phone service is a type of MLTS; therefore, HPBX users must provide and maintain, per FCC regulations, this required information. Before services are installed, you are responsible for providing MetroNet with the Dispatchable Location information associated with your telephone numbers. **After services are installed, you are responsible for updating any changes to your Dispatchable Location information** by contacting Business Customer Service by email **business-customer-service@metronetinc.com** or phone 855-769-0936.

Primary Contact	Title	Phone	Email
Clint Myer	Network Tech.	515-382-7380	cmyer@storycountyiowa.gov
Onsite Contact	Title	Phone	Email
Accounts Payable	Title	Phone	Email
Additional Authorized Contacts	Title	Phone	Email

The undersigned represents and warrants to MetroNet that he/she is authorized to sign this Authorization form on behalf of the Customer.

Name: Linda Murken

Signature: [Handwritten Signature]

Customer Name	Story County	Contact Name	Clint Myer
Subscriber ID		Contact Number	515-382-7380
Physical Address	900 6th Street Nevada, IA 50201	Contact Email	cmyer@storycountyiowa.gov
IT Vendor Name		Web Hosting Vendor Name	
IT Vendor Phone		Web Hosting Vendor Phone	
Number of Static IP addresses requested:		<i>If more than 3 are being requested, please fill out form in it's entirety</i>	

Static IP Checklist: Please pass along the following guidelines to your preferred vendor

ONLY CUSTOMERS WITH STATIC IP ADDRESSES CAN HOST AN EMAIL SERVER ON OUR NETWORK

- Email server must have a reverse lookup named as "mail.example.com, mx1.example.com, or smtp.example.com"
- Forward DNS records must have an MX record with a TTL greater than 43200 (seconds)
- To prevent infected workstations from getting the IP listed, add firewall rules that allow egress from only the email server to port 25 of another, allow ingress connections to port 25 of their email server.
- DNS "A" records should also be TTL greater than 43200 seconds or they may get Blacklisted. The IP should be checked on blacklists prior to activation; the customer domain - if known - should also be checked prior to turn up.

The customer should notify MetroNet if they intend to operate a mail server so we can modify reverse DNS for them. They must add MX records using their hosting company.

Domain Name and/or PTR Record	
--------------------------------------	--

Requested Allocation

How many hosts on your network immediately need public addresses?	
How many public subnets are immediately needed on your network?	
How many hosts on your network will need public addresses within 3 months?	
How many public subnets are will be needed on your network within 3 months?	
How many hosts on your network will need public addresses within 1 year?	
How many public subnets will be needed on your network within 1 year?	

Issues of Portability

All network space allocated to MetroNet customers is non-portable. This means that if a customer should ever cancel services with MetroNet, these addresses must be returned to MetroNet within 30 days of the actual service termination date. All registered hosts on MetroNet address space will also be removed from the ARIN WHOIS database and all foot name servers. MetroNet recommends that a customer take steps to transition these hosts prior to service termination.

IP Address Count	Brief Description	For Immediate Use?	For Future Use?
1 - Unknown field: IP_1__c	Unknown field: IP_Description_1__c	Unknown field: IP_1_Immediate_Use__c	Unknown field: IP_1_Future_Use__c
2 - Unknown field: IP_2__c	Unknown field: IP_Description_2__c	Unknown field: IP_2_Immediate_Use__c	Unknown field: IP_2_Future_Use__c
3 - Unknown field: IP_3__c	Unknown field: IP_Description_3__c	Unknown field: IP_3_Immediate_Use__c	Unknown field: IP_3_Future_Use__c
4 - Unknown field: IP_4__c	Unknown field: IP_Description_4__c	Unknown field: IP_4_Immediate_Use__c	Unknown field: IP_4_Future_Use__c
5 - Unknown field: IP_5__c	Unknown field: IP_Description_5__c	Unknown field: IP_5_Immediate_Use__c	Unknown field: IP_5_Future_Use__c
6 - Unknown field: IP_6__c	Unknown field: IP_Description_6__c	Unknown field: IP_6_Immediate_Use__c	Unknown field: IP_6_Future_Use__c
7 - Unknown field: IP_7__c	Unknown field: IP_Description_7__c	Unknown field: IP_7_Immediate_Use__c	Unknown field: IP_7_Future_Use__c
8 - Unknown field: IP_8__c	Unknown field: IP_Description_8__c	Unknown field: IP_8_Immediate_Use__c	Unknown field: IP_8_Future_Use__c
9 - Unknown field: IP_9__c		Unknown field: IP_9_Immediate_Use__c	Unknown field: IP_9_Future_Use__c
10 - Unknown field: IP_10__c	Unknown field: IP_Description_10__c	Unknown field: IP_10_Immediate_Use__c	Unknown field: IP_10_Future_Use__c
11 - Unknown field: IP_11__c	Unknown field: IP_Description_11__c	Unknown field: IP_11_Immediate_Use__c	Unknown field: IP_11_Future_Use__c
12 - Unknown field: IP_12__c	Unknown field: IP_Description_12__c	Unknown field: IP_12_Immediate_Use__c	Unknown field: IP_12_Future_Use__c
13 - Unknown field: IP_13__c	Unknown field: IP_Description_13__c	Unknown field: IP_13_Immediate_Use__c	Unknown field: IP_13_Future_Use__c
14 - Unknown field: IP_14__c	Unknown field: IP_Description_14__c	Unknown field: IP_14_Immediate_Use__c	Unknown field: IP_14_Future_Use__c
15 - Unknown field: IP_15__c	Unknown field: IP_Description_15__c	Unknown field: IP_15_Immediate_Use__c	Unknown field: IP_15_Future_Use__c

Note: This represents on /24 (Class C) using Variable Length Subnet masking (VLSM)

Requirements

- The customer must have used at least 80% of current address space prior to any additional network allocation
- The customer must have "SWIPed" all networks currently allocated to them with the ARIN (this only applies to ISPs who reassign networks to their own customers).
- Consistent with ARIN, MetroNet will grant an amount of address space only large enough to serve a customer's 3-month projected needs

Usage of Networks

MetroNet recommends a policy of strict subnetting to all of its customers. Subnetting ensures the most efficient use of address space and secures a valid justification for additional address space when the time comes. This is especially important for ISPs, as they are responsible for assigning their customers an appropriate amount of address space.

Customer Name:

Linda murker

Signature:

[Handwritten Signature]

**Addendum
Regarding SERVICE LEVEL AGREEMENT
FOR BUSINESS FIBER ELITE SERVICE ONLY
(FOR INTERNET ONLY)**

THIS ADDENDUM (the "Addendum") amends and supplements the MetroNet Advanced Services Agreement, Business Services Agreement or other services agreement (the "Agreement") of the Customer signing below and is dated as of the same date.

All capitalized terms used herein and not otherwise defined in this Addendum will have the meanings set forth in the Agreement.

The following new Section, **Service Level Agreement**, is added to the Terms and Conditions incorporated in the Agreement:

SERVICE LEVEL AGREEMENT

1) NETWORK OPERATIONS DEFINITIONS:

(a) Availability. "Availability" is the amount of time MetroNet's Fiber Service is available for use, i.e. not subject to a total loss or interruption of transmission or signal.

(b) Customer Premises. "Customer Premises" is the place at the Customer's location where the MetroNet equipment needed to provision the Fiber Service is installed by MetroNet.

(c) Emergency Maintenance or Repair. "Emergency Maintenance or Repair" is work which, if not accomplished immediately by MetroNet or third party provider, could result in a serious degradation or loss of Fiber Service to the Customer. Emergency Maintenance or Repair includes emergency maintenance or repair of network, equipment and power facilities.

(d) Excluded Outages. "Excluded Outages" are outages: (i) arising out of or related to the acts or omissions of Customer or others authorized by Customer; (ii) during any period of Force Majeure; (iii) arising out of or related to a breach by Customer of its obligations under the Agreement or outages during any period of Customer default; (iv) a result of Planned Maintenance or Repair or other scheduled maintenance, alteration or implementation; (v) arising out of or related to Customer's or third party's network or equipment failure; (vi) due to failure of power; (vii) during any period in which MetroNet is not given access to the Customer or Customer's end-user's premise if necessary to resolve an outage; (viii) when a Fiber Service, in whole or in part, is Off Net to MetroNet; and, (ix) during any period when the Customer chooses to delay repair and/or testing to proceed.

(e) Force Majeure. "Force Majeure" events are causes beyond MetroNet's reasonable control, including but not limited to acts of God, fire, explosion, vandalism, cable cuts, storms, inclement weather of all kinds, storm surges, flooding, hurricanes, earthquakes, or other similar catastrophes; failures, shortages or unavailability or other delay in delivery by a third party supplying services, equipment, fiber, network or access rights to MetroNet; any law, order, regulation, direction, action, embargo, or request of the United States government, or of any other government, including state and local governments having jurisdiction over either of the parties, or of any department, agency, commission, court, bureau, corporation or other instrumentality of any one or more of said governments, or of any civil or military authority; national emergencies, epidemics,

quarantines, pandemics; insurrections, riots, wars, revolution, insurgencies and other hostilities, or strikes, lockouts, work stoppages or other labor disputes or difficulties, hostile acts of governments, their security and intelligence agencies, and other agents.

(f) Jitter. "Jitter" is the variation in Latency from a MetroNet Gateway to the Customer Premises.

(g) Latency. "Latency" is the time it takes a data packet to travel from a MetroNet Gateway to the Customer Premises.

(h) MetroNet Gateway "MetroNet Gateway" shall be defined as a test point on MetroNet's network from which availability and performance objectives can be measured.

(i) Off Net. "Off Net" means a service which is licensed by MetroNet from a third party to provide, in whole or in part, a given Fiber Service to a specific Customer or end-user premise or location.

(j) On Net. "On Net" means a Fiber Service provisioned entirely on MetroNet's network. Notwithstanding any other provision of this Agreement, no Fiber Service shall be considered "On Net" if a circuit associated with the Fiber Service is licensed from a third party to serve a specific Customer or end user premises or location.

(k) Outage. "Outage" shall be defined as a measure of the time that there is (i) a total loss or interruption of transmission or signal with respect to particular Fiber Service (an "Availability Outage"), or (ii) the Service Elements of a particular Fiber Service do not perform equal to or better than the Performance Objectives stated below (a "Performance Outage").

(l) Packet / Frame Loss. "Packet/Frame Loss" is the percentage of data packets not received at the Customer Premises with respect to data packets transmitted from a MetroNet Gateway to the Customer Premises.

(m) Planned Maintenance or Repair. "Planned Maintenance or Repair" includes network upgrades and repairs, equipment upgrades and repairs, cable upgrades and repairs, and power upgrades and repairs. Supplier will endeavor to provide Customer ten (10) business days' notice for Planned Maintenance, and Customer agrees to accept these notices electronically via email or other electronic means.

2) SERVICE OUTAGE CREDITS :

(a) Fiber Service Availability and Performance Standards shall be measured by averaging performance of the relevant metric over a calendar month. Availability and Performance Standards are only applicable for valid service frames that meet the service specifications of the Fiber Service purchased by the Customer. Examples of invalid service frames for purposes of calculating monthly average Availability and the Performance Standards set forth below include but are not limited to: invalid (improperly marked or malformed) Ethernet frames, traffic in excess of the contracted Fiber Service rate, and excessive broadcast/multicast traffic.

(b) Availability Outage Credits. Customer shall be eligible to receive the following credits when there is an Availability Outage:

Table 1: Availability Service Outage Credits

Business Fiber Elite Service ONLY (99.999% Availability)	
Cumulative Outage (in hrs:mins:secs)	Outage Credit (% of MRC)
00:00.00 – 00:02:00	None

00:02:01 – 00:04:00	5%
00:04:01 – 04:00:00	10%
04:00:01 – 10:00:00	20%
10:00:01 – 12:00:00	30%
12:00:01 – 16:00:00	40%
16:00:01 – 24:00:00	50%
24:00:01 or greater	100%

(c) Performance Outage Credits. Customer shall be eligible to receive the following credits when there is a Performance Outage:

Table 2: Performance Standard

Business Fiber Elite Service ONLY	
Measured from a MetroNet Gateway to the Customer Premises	
Latency (ms) (one way)	< 8ms per 500 miles
Jitter (ms) (one way)	< 3ms per 500 miles
Packet / Frame Loss (%)	< .01% POP to POP

Table 3: Latency/Jitter/ Packet Loss Service Outage Credits

Business Fiber Elite Service ONLY	
Cumulative Duration of Service Level Failure(s)	Service Outage Credit (% of MRC)
>2 hrs. to 4 hrs.	10%
>4 hrs. to 10 hrs.	20%
>10 hrs. to 12 hrs.	30%
>12 hrs. to 16 hrs.	40%
>16 hrs. to 20 hrs.	50%
>20 hrs. to 24 hrs.	50%
>24 hrs.	100%

(d) A Service Outage shall be measured from the time Customer reports to MetroNet that an Outage has occurred (regardless of when the Outage actually commenced) and shall be deemed to terminate upon restoration of the affected Fiber Service as evidenced by appropriate network test by MetroNet. In addition, Performance Standards shall be measured from end-to-end as much as possible within MetroNet’s network; for example, from the Customer premises to the most distant MetroNet Gateway used to provision the Fiber Service. Customer shall, within thirty (30) days of such Outage, provide MetroNet with a written demand for the credit set forth in this Section by emailing business-customer-service@metronetinc.com. If Customer fails to provide such notice, the credit shall be deemed waived. An Outage will not be deemed to have occurred in the event that it arises from or relates to an Excluded Outage. Any credit shall be limited to affected Fiber Service(s) only. For example, if Customer has Fiber Service at several locations, and an Outage affects only one location, any credit shall be based upon the monthly rate charged by MetroNet for the Fiber Service with respect to the one affected location only. By way of further example, if Customer has a Service Level Agreement Addendum for two separate Fiber Services (e.g. Internet and wide area network), an Outage with respect to one Fiber Service will not be deemed an Outage or give rise to an Outage credit with respect to the other. The maximum credit that may be earned for a particular Fiber Service in a calendar month shall not exceed one hundred percent (100%) of the monthly rate charged by MetroNet for that particular Fiber Service

in that month irrespective of the number or length of periods of Outage of that Fiber Service in that month. Service Outage Credits shall be Customer's sole and exclusive remedy with respect to Fiber Service outages, interruptions, delays, failures, or other defects in Fiber Service. A Service Outage shall not be deemed a default by MetroNet. Under no circumstance shall Customer be entitled to an Availability Service Outage Credit and a Performance Outage Credit for the same Outage or during the same Outage period.

3) RESPONSE AND RESTORATION OBJECTIVES:

(a) Objective measured as an average over one (1) month.

Table 4: Response and Restoration

Business Fiber Elite Service ONLY	
Category	Objective
Mean Time to Respond (verbal response)	30 Minutes
Mean Time to Respond On Site (if needed)	2 Hours
Mean Time to Restore Equipment	6 Hours
Mean Time to Restore Services	8 Hours

MetroNet will use commercially reasonable efforts to respond and restore Fiber Service in accordance with the above objectives, subject to events of Force Majeure. Failure to meet any such objective will not result in eligibility for a Service Outage Credit. Objectives shall be measured from the time Customer reports to MetroNet that an Outage has occurred (regardless of when the Outage actually commenced).
 IN WITNESS WHEREOF, this Addendum is executed as of the date of the Agreement.

4) CUSTOMER CONTACT NUMBER IN THE EVENT OF AN OUTAGE:

In the event of an Outage at any time please call **Business Technical Support at (833) 393-6857**.

Name: <i>Linda Munkel</i>	Title: <i>Vice Chair Bd of Sups</i>
Signature: <i>[Handwritten Signature]</i>	Date: <i>5/21/24</i>

TEMPORARY TOPSOIL STOCKPILE (IF NEEDED)

PRAIRE

PRAIRE

Renaud Engineering LLC
April 22, 2024
Updated May 9, 2024

SOIL MANAGEMENT PLAN SEEDING PLAN

SOLUTIONS

Products by  HARRIS
LOCAL GOVERNMENT

2311 West 18th Street
Spencer, IA 51301

Telephone: (712) 262-4520
Fax: (712) 262-3477
gmdsolutions.com

May 16, 2024

Story County
Tim Patterson, Information Technology Director
900 6TH ST,
Nevada IA 50201-2004

Re: IBM I Server Maintenance Agreement

Hi Tim:

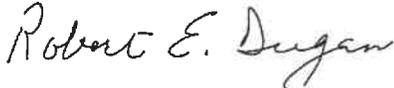
I am writing you today to make you aware that the software/hardware maintenance on your IBM I server has expired.

The one-year renewal for this IBM maintenance is \$ 3,439.00. I have attached the quote from IBM which is valid through 8-25-2024.

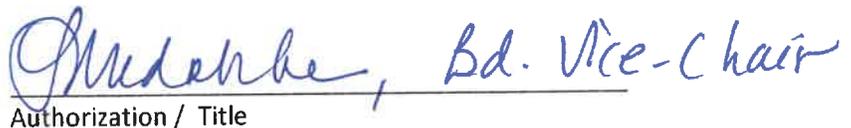
If you want to renew this service, use the following signature lines to authorize Solutions to proceed and place this on our work schedule.

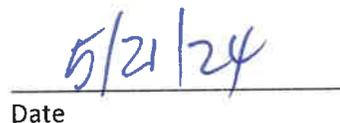
If you have any questions, do not hesitate to contact me. Thank you for attention in this matter.

Sincerely,



Robert E. Dugan
VP Operations, HLG County
E-Mail: rdugan@harriscomputer.com



Authorization / Title

Date

Quote is for planning purposes only and is subject to change

Version: 01



International Business Machines Corporation
3039 E Cornwallis Rd
27709 Research Triangle
NC

IBM Technology Support Services Quote

Quote Number:	Q-00616330	Contract Term:	12
Currency:	USD	Billing Frequency:	Annually
Fulfillment Channel:	Distributor	Price Type:	Commercial Pricing
Quote Period From:	4/1/2024	Printed Date:	5/7/2024
Quote Period To:	3/31/2025	Validity Date:	8/25/2024
Attachment Number:		Auto Renew:	No
Agreement Number:		Payment Term:	Payment is due 30 days from invoice date

Client Name: STORY COUNTY
 Client Number: 8582252
 Business Partner Name: ARROW ENTERPRISE COMPUTING SOLUTIONS INC
 TIER2 Name: SOLUTIONS INC
 Description: SOLUTIONS INC-STORY COUNTY-1YR RENEWAL OF AGREEMENT # ID00154381

<i>Title/Period Split</i>	<i>Total Reference Charges</i>
<i>Charges Period From</i>	<i>4/1/2024</i>
<i>Charges Period To</i>	<i>3/31/2025</i>
<i>Maintenance Charges</i>	1,092.00
<i>Service Charges</i>	2,347.00
<i>One Time Charges</i>	0.00
<i>Total Period Charges</i>	3,439.00

Solutions Support Agreement - Exhibit A for Story County

This year's Support Agreement reflects a 7% increase from last year.

SUPPORT FEES: A support fee of : \$33,728.75 shall be paid by the Customer to cover the the following licensed programs as indicated: The Agreement starts on 07/01/24 and ends on 06/30/25.

		Annual Fee
Group C.		
	<u>Assessor Administration Applications</u>	
—	Base Real Estate / Grain / Partial Exemption / M & E	\$0.00
—	Sales Ratio Integration into base Real Estate	\$0.00
—	Vanguard Integrated Work Module	\$0.00
—	Schneider/Sidwell Transfer of CSR, Val. Acres	\$0.00
	<u>Auditor</u>	
—	Base Real Estate / Grain / Utility Tax / TIF support	\$0.00
—	Transfer Book and Reports	\$0.00
<u>1</u>	Government General Ledger/Accounts Payable/Budgets and Accrual Reporting	\$8,563.85
<u>1</u>	Government Payroll System	\$7,556.34
—	Fixed Assets - Basic Inventory	\$0.00
<u>1</u>	Drainage Accounting - Subsystem	\$1,259.39
—	Drainage Real Estate - Subsystem	\$0.00
		\$17,379.58
	<u>Engineer</u>	
<u>1</u>	D.O.T. Accounting & Payroll System w/ interface to Auditor	\$6,045.07
<u>1</u>	Equipment Costs & Records	\$1,763.15
<u>1</u>	Parts & Materials Inventory	\$1,763.15
		\$9,571.36
	<u>Recorder</u>	
—	Instrument Indexes	\$0.00
—	Accounts Receivable	\$0.00
—	Vital Statistics	\$0.00
	<u>Treasurer</u>	
—	Tax Receipting, Specials, Payments, Apportionment, Daily Cash Out & TaxSale	\$0.00
<u>1</u>	Online Tax Payments - Loading, Receiving & Monitoring- Annual Fee	\$1,488.37
<u>1</u>	Miscellaneous Receipts / GL / Treasurer's Sub-ledger	\$4,030.05
—	Drainage Tax Receipts-Subsystem	\$0.00
—	Drainage Certificate Ledger-Subsystem	\$0.00
—	Banking & Investments	\$0.00
—	Document Locator (Imaging) for DOT Library	\$0.00
		\$5,518.42
	<u>Specialty Applications and/or Support</u>	
—	IBM I Server Management - for 9009-41A 78-39260	\$0.00
<u>1</u>	OnDemand Printer Output to Storage Definitions	\$755.63
—	Scanning Interface for Imaging for Document Locator for 1st User	\$0.00
—	Scanning Interface for Imaging for Document Locator for additional Users	\$0.00
<u>1</u>	CSN Interface includes 1 license of Claims by Department	\$503.76
—	Urban Revitalization, Annexation and Phase in	\$0.00
—	Records Storage Management	\$0.00
—	Third Party Transfer Book Interface	\$0.00
—	Claims by department Interface for	\$0.00
—		\$0.00
—	Payroll by Department Interface for -	\$0.00
—		\$0.00
		\$1,259.39
AP	SUPPORT AGREEMENT TOTAL	\$33,728.75

Solutions Support Agreement - Exhibit A for Story County

The Support fee shall cover the following items for those Licensed programs indicated.

Federal and State Mandated Enhancements

Minor Enhancements

Major Enhancements as specified in the Agreement

Phone Support shall include and be limited to:

Questions on the correct use and function of the Licensed Program.

Reasonable assistance to install and operate new Licensed Program releases.

Reasonable assistance relating to office procedures in regards to the operation of the Licensed Program.

Assistance to correct the Customer's accidental or Incorrect usage of Licensed Program with a maximum of 2 hours per incident aggregate.

All phone related support shall be limited to a 6 hour aggregate per module listed in Exhibit A, per office, per month.

Phone Support through this Agreement does not cover:

Questions on the use of the Operating System, Database or Utilities. This may be covered by a variety of other service Agreements. Examples would be IBM i OS V7R3, Examples would be IBM i OS V7R3, Windows Server 2019, 2022, Microsoft Windows SQL Server 2022, etc.

Questions on Hardware This may be covered by a variety of other service Agreements.

Fixing the Customer's data due to mistakes or incorrect usage of the program, requiring programming or other methods not covered.

Phone Support shall not be construed to include training.

All other duties performed over the phone shall incur our usual rates as specified in the Agreement

User Group Training in the use of Licensed Programs in such form and at such sites and times as may, from time to time, be arranged by Vendor. There may be a nominal charge for the class, to cover the cost of preparation, materials and facilities. Exception: Certain modules have built in the cost of Annual User Meetings. This will cover an unlimited number of people per county per meeting. Meetings not covered will be identified in advance.

IBM i Server Management has not been selected, this section will be blank



"Solutions", Inc.
2311 West 18th Street, Spencer Iowa 51301
712-262-4520

Licensed Code Support Agreement

This Support Agreement ("this Agreement") is made and entered into this 1st day of July 2024 by and between "Solutions", Inc. (hereinafter "Vendor"), a (Software Developer and Licensor) with principal offices at 2311 West 18th Street Spencer Iowa 51301-2631, and Story County, hereinafter "Customer"), a (Local Government and its Offices) with principal offices at: 900 6th Street Nevada, IA 50201

WHEREAS,

Vendor is in the business of developing computer programs, certain of which computer programs have already been Licensed by the Customer; and,

WHEREAS,

The Customer desires to retain the services of Vendor to maintain and service the computer programs licensed by the Customer from Vendor, for a period up to one year, such maintenance and service of the Vendor's computer programs to be accomplished by Vendor pursuant to the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, Vendor and the Customer hereby agree as follows:

Section 1 - Definitions

For the purposes of this Agreement, the following definitions shall apply to the respective capitalized terms:

1.1 "Licensed Program" The computer software described in Exhibit A hereto, including any extracts from such software, derivative works of such software, or collective works constituting such software (such as subsequent Releases) to the extent offered to Customer under this Agreement or the License Agreement.

1.2 "Custom Program" Any program that has been requested by the Customer to be written or installed in addition to the Customer's Licensed Program described in Exhibit A hereto.

1.3 "Non Maintained Program" Any program no longer maintained and updated to Vendor's current Release by the Customer. This can also be any program no longer offered for License by Vendor.

1.4 "Installation" The preparation and the loading of new or revised Licensed Programs onto the Customer's existing hardware. Installation is not limited to on-site loading, but also includes Licensed Programs sent or delivered to the Customer by Vendor.

1.5 "Error" Any failure of the Licensed Program to conform in all material respects to the functional specifications for the Licensed Program. However, any nonconformity resulting from Customer's misuse or improper use of the Licensed Program or combining or merging the Licensed Program with any hardware or software not supplied by Vendor, or not authorized to be so combined or merged by Vendor, shall not be considered an Error.

1.6 "Error Correction" Either a software modification or addition that, when made or added to the Licensed Program, establishes material conformity of the Licensed Program to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Customer of such nonconformity.

1.7 "Enhancement" Any modification or addition that, when made or added to the Licensed Program, materially changes its utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Enhancements may be designated by Vendor as minor or major, depending on Vendor's assessment of their value and of the function added to the preexisting Licensed Program.



1.8 "Normal Working Hours" The hours between 8:00 A.M and 5:00 P.M. Central Standard Time, on the days Monday through Friday, excluding regularly scheduled holidays of Vendor.

1.9 "Releases" New versions of the Licensed Program, which new versions may include both Error Corrections and Enhancements.

1.10 "Major Enhancement" Shall be further defined as: Any modification or addition that, when made or added to the Licensed Program, materially changes the Programs file structure and may require Program modifications to any of the Customer's Custom Programming.

1.11. "User Requested Major Enhancements" An enhancement of a Licensed Program requested by a 75% minimum majority of users of that Licensed Program.

1.12 "Federal or State Mandated Enhancement" An enhancement mandated by a change or definition of Federal or State code.

1.13 "Minor Enhancement" An enhancement of a Licensed Program that materially changes its utility, efficiency, functional capability, or application, that Vendor feels will improve the Customer's usage.

1.14 "Trade Secrets" Any information, process, or idea developed by Vendor which Vendor considers confidential. Examples of trade secrets include, but are not limited to:

1.14.1 Licensed Program reports, source code, object code, and documentation developed by Vendor.

1.14.2 All information relating to Vendor Licensed Programs now existing or currently under development by Vendor.

1.15 "Training" The instruction of the Customer and/or the Customer's employees in the use of Vendor Programs.

1.16 "Agreement Term." A period of one year, commencing on the entered date of this agreement, and ending one year hence, on the final day of the Customer's (then) current fiscal year.

1.17. "Cancellation," means that the Customer is canceling its requirements for all services in program years subsequent to that in which notice of cancellation is provided.

1.18. "Customer support" is a range of customer services to assist customers in making cost effective and correct use of a product. It includes assistance in planning, installation, training, trouble shooting, maintenance, upgrading, and disposal of a product

1.19. "Technical Support" Regarding technology products such as mobile phones, televisions, computers, software products or other electronic or mechanical goods, it is termed technical support.

Section 2 - Scope of Services

2.1 During the Agreement Term, Vendor shall render the following services in support of the Licensed Program, during Normal Working Hours, subject to the compensation fixed for each type of service in Vendor's rate schedule set forth in 3.2. Rate Schedule hereto:

2.1.1 Vendor shall maintain a program control center capable of receiving by telephone or network transmission, operator reports of system irregularities.

2.1.2 Vendor shall maintain a telephone hot line that allows Customer to report system problems and seek assistance in use of the Licensed Program.

2.1.3 Vendor shall maintain a trained staff capable of rendering the services set forth in this Agreement.

2.1.4 Vendor shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Vendor in Accordance with Vendor's standard reporting procedures. Vendor shall, within 36 working hours of verifying that such an Error is present, initiate work in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Vendor shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and Vendor shall include the Error Correction in all subsequent Releases of



the Licensed Program. Vendor shall not be responsible for correcting Errors in any version of the Licensed Program other than the most recent Release of the Licensed Program, provided that Vendor shall continue to support prior Releases superseded by recent Releases for a reasonable period sufficient to allow Customer to implement the newest Release, not to exceed 7 days.

2.1.5 Vendor may, from time to time, issue new Releases of the Licensed Program to its customers generally, containing Error Corrections, Minor Enhancements, and, in certain instances if Vendor so elects, Major Enhancements. Vendor shall provide Customer with one copy of each new Release. Vendor shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in 3.2. Rate Schedule hereto.

2.1.6 Vendor may, from time to time, offer Major Enhancements to its customers that may be covered under an Annual Maintenance Fee set forth in Exhibit A hereto. Those Major Enhancements not covered under an Annual Maintenance Fee shall be subject to the supplemental charges set forth in 3.2. Rate Schedule hereto.

2.1.7 Subject to space availability, Customer may enroll its employees in Vendor's training classes, held at Vendor's facility in Spencer Iowa, for regular or advanced training subject to the supplemental charges set forth in 3.2. Rate Schedule hereto.

2.1.8 Vendor shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Licensed Program (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to by Support Vendor and Customer.

2.2 During the Agreement term Customer shall be responsible for the following:

2.2.1 The Customer agrees to provide Vendor with dumps, as requested and with sufficient support and test time on the Customer's computer system to duplicate the error, certify that the problem is with Vendor's Programs, and certify that the problem has been corrected.

2.2.2 The Customer shall inform Vendor in writing of any modifications made by the Customer to the Licensed Program. Vendor shall not be responsible for maintaining Customer modified portions of the Licensed Program or for maintaining portions of the Licensed Program affected by Customer modified portions of the Licensed Program. Vendor shall not be responsible for maintaining Custom Program modified portions of the Licensed Program or for maintaining portions of the Licensed Program affected by Custom Program modified portions of the Licensed Program. Corrections for difficulties or defects traceable to the Customer's errors or systems changes shall be subject to the supplemental charges set forth in 3.2. Rate Schedule hereto.

2.2.3. The Vendor shall make available to the Customer and publish on a quarterly basis, the operating system requirements needed to maintain and operate the Licensed Program. The Customer agrees to meet or exceed those requirements on the Computer system that the Licensed Program is licensed for within 90 days of the published date.

Section 3 - Fees and Charges

3.1 Customer shall pay Vendor an Annual Fee covering those Licenses as Specified in Exhibit A. Any additional services provided to the Customer shall incur charges as specified on the rate schedule set forth in 3.2. Rate Schedule hereto. Vendor reserves the right to change its rate schedule (3.2) from time to time, provided that no such change will be effective until at least 30 days after Vendor has given Customer written notice of such change. Such written notice may be in the form of a statement in Vendor's regularly issued newsletter, website or social media.

3.2. Rate Schedule – All rates shown are current rates and are subject to change with a thirty (30) day notice.

3.2.1 Primary Shift – Monday through Friday – 8:00AM to 5:00PM. Off Shift 5:01PM to 7:59 PM Monday through Friday. Double time shift - 8:00PM to 7:59AM and weekends (Saturday and Sunday).



3.2.2. Application Support or Training – Current rate is one hundred thirty-nine dollars per hour (\$139.00) for Primary Shift with two hour minimum unless otherwise described in Exhibit A.

3.2.3 Computer Programming and Customer Support – Current rate is two hundred ten dollars per hour (\$210.00) for Primary Shift with two hour minimum unless otherwise described in Exhibit A.

3.2.4. IBM i Technical Support – Current rate starts at one hundred seventy-five dollars per hour (\$175.00) an hour for Primary Shift with two hour minimum unless otherwise described in Exhibit A or covered under a Services Agreement. Rate is based on service personnel involved. If outside vendors such as IBM i service or support personnel are involved, their time is not included, even if subcontracted.

3.2.5. Off shift is invoiced at 1.5 times the Prime shift rate with 2 hour minimum. Double time is invoiced at 2.0 times the Prime Shift rate with a two hour minimum.

3.2.6. Service orders – Articles 3.2.1., 3.2.2., 3.2.3.3.2.4., and 3.2.5. will require a service order or approval for over time, to be filled out by the Customer on work to be performed by Vendor on behalf of the Customer. Exceptions to this requirement will be Customer errors requiring immediate programming to be performed through communications due to time sensitive requirements. A sample of this Service order is available from the Vendor.

3.2.7. Travel and Expenses - the Customer will be provided an estimate for travel based on location, the number of personnel traveling and time frame. The fee is based on current federal rate for mileage and round trip time to and from the customer's site. Current rate is \$105.00 an hour per person (**except level IV**) and is subject to change. Other costs such as hotel, per diem meals, parking/tolls will be included in the estimate to be paid by the Customer.

3.3 Reimbursement of Expenses. In addition to the foregoing, Customer shall pay Vendor its actual out-of-pocket expenses as reasonably incurred by Vendor in furtherance of its performance hereunder. Vendor agrees to provide Customer with access to such receipts, ledgers, and other records as may be reasonably appropriate for Customer or its accountants to verify the amount and nature of any such expenses. Expenses shall be reimbursed within ten (10) days after receipt of Vendor's invoice.

3.4. Invoices. Vendor shall invoice Customer each calendar month for all fees and charges accrued, and all reimbursable expenses incurred during the previous month(s), and Customer shall pay the invoiced amount promptly upon receipt of such invoice. Any amount not paid within 30 days after the invoice date shall bear interest at the lesser of 1.5 percent per month or the highest rate allowed by applicable law.

3.5. Responsibilities. Customer shall be responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, hardware (other than the hardware constituting the program control center maintained at Vendor's facilities) and Software necessary to operate the Licensed Software and to obtain from Vendor the services called for by this Agreement.

Section 4 - Proprietary Rights

4.1 To the extent that Vendor may provide Customer with any Error Corrections or Enhancements or any other software, including any new software programs or components, or any compilations or derivative works, or Custom Program, prepared by Vendor (collectively, "Vendor Programs"), Customer may (1) install one set of the Vendor Programs, in the most current form provided by Vendor, in Customer's own facility; (2) use such Vendor Programs in a manner consistent with the requirements of the License Agreement, for purposes of serving Customer's internal business needs; and (3) make one copy of the Vendor Programs in machine-readable form for nonproductive backup purposes only. Customer may not use, copy, or modify the Vendor Programs, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Vendor. Notwithstanding Section 6 hereof, Customer's rights under this Section 4.1 shall remain in effect for so long as Customer is authorized to use the Licensed Programs under the License Agreement.



4.2 The Vendor Programs are and shall remain the sole property of Vendor, regardless of whether Customer, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid Vendor for the use of the work product. Customer shall from time to time take any further action and execute and deliver any further instrument, including documents of assignment or acknowledgment that Vendor may reasonably request in order to establish and perfect its exclusive ownership rights in such works. Customer shall not assert any right, title, or interest in such works, except for the nonexclusive right of use granted to Customer at the time of its delivery or on-site development.

4.3 The Customer acknowledges and agrees that the Vendor Programs, Error Enhancements, Major Enhancements, Minor Enhancements, State Mandated Enhancements, and Custom Programs (hereinafter referred to as "Programs") are Trade Secrets and proprietary products of Vendor, and as such are protected by Trade Secret laws. The Programs are licensed (not sold) on a nonexclusive basis for use by the Customer on a single computer system. The Programs shall not be copied or reproduced, in whole or in part, in any form whatsoever, except for use by the Customer as a back-up and/or for archival purposes on a single computer system. The Customer will not, without the prior written consent of Vendor, transfer the Programs electronically from one computer to another over a network. The Programs shall not, under any circumstances, be used by the Customer concurrently on more than one computer system without the prior written consent of Vendor.

4.4 The Customer agrees to maintain full and complete records of the number and location of all Program copies used for back-up and/or archiving purposes, and to furnish these records to Vendor on request.

4.5 The Customer agrees that Vendor's license of the Program to the Customer is not assignable by the Customer, without the prior written consent of Vendor. The Customer shall not provide, or otherwise make available, the Program, in any form, to any person or entity, other than duly authorized employees of the Customer while acting within the scope of their employment for the Customer.

Section 5 - Disclaimer of Warranty and Limitation of Liability

5.1 Except as expressly set forth in this Agreement, Vendor expressly disclaims any and all warranties concerning the Licensed Program or the Services to be rendered hereunder, whether express or implied, including (without limitation) any warranty of merchantability or fitness for a particular purpose.

5.2 In no event shall Vendor's cumulative liability for any claim arising in connection with this Agreement exceed the total fees and charges paid to Vendor by Customer within the last 12 months. In no event shall Vendor be liable for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vendor knew or should have known of the possibility of such damages.

5.3 No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by either party more than 3 years after such cause of action accrued, except that an action for nonpayment may be brought within two years of the date of the last payment.

Section 6 - Termination

6.1 This Agreement may be terminated as follows:

6.1.1 This Agreement may be terminated by either party upon the expiration of the then-current term of this Agreement, provided that at least 90 days prior written notice is given to the other party; or

6.1.2 This Agreement may be terminated by either party upon 90 days prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.



6.2. Cancellation Under Multi-year Agreements

6.2.1. "Cancellation," as used in this clause, means that the Customer is canceling its requirements for all supplies or services in program years subsequent to that in which notice of cancellation is provided. Cancellation shall occur by the date or within the time period specified in the Schedule, unless a later date is agreed to, if the Customer -

6.2.1.1. Notifies the Vendor that funds are not available for contract performance for any subsequent program year; or

6.2.1.2. Fails to notify the Vendor that funds are available for performance of the succeeding program year requirement.

6.2.2. Except for cancellation under this clause or termination due to breach, any reduction by the Customer in the requirements of this contract shall be considered an early exit of a Multi-year Agreement,

6.3. Early Exit, In the case of Multi-year Agreements, a penalty may be assessed against the Customer for early exit. The termination penalty may not exceed the balance of the agreement, reflecting the fee normally assessed each year for the annual support of the Licenses as specified in Exhibit A.

6.4. Following termination of this Agreement, Vendor shall immediately invoice Customer for all accrued fees and charges and all reimbursable expenses, and Customer shall pay the invoiced amount immediately upon receipt of such invoice. Customer may continue to use any work supplied to Customer by Vendor for the remaining term of the License Agreement. Any amount not paid within 30 days after the invoice date shall bear interest at the lesser of 1.5 percent per month or the highest rate allowed by applicable law.

Section 7 - Hiring of Vendor's Personnel

7.1 Additional Value from Hiring. Customer acknowledges that Vendor provides a valuable service by identifying and assigning personnel for Customer's work. Customer further acknowledges that Customer would receive substantial additional value, and Vendor would be deprived of the benefits of its work force, if Customer were to directly hire Vendor's personnel after they have been introduced to Customer by Vendor.

7.2 No Hiring Without Prior Consent. Without the prior written consent of Vendor, Customer shall not recruit or hire any personnel of Vendor who are or have been assigned to perform work until one (1) year after the completion of the last work performed on behalf of the Customer.

7.3 Hiring Fee. In the event that Customer hires any personnel of Vendor who are or have been assigned to perform work for Customer, Customer shall pay Vendor, within one (1) year of the date of such hiring, an amount equal to twenty-five percent (25%) of the total first-year compensation Customer pays such personnel as a fee for the additional benefit obtained by Customer.

Section 8 - Miscellaneous

8.1 Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes and merges all prior proposals, understandings, and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.

8.2 This Agreement and the parties' obligations hereunder shall be governed, construed, and enforced in accordance with the laws of the State of Iowa.

8.3 In the event that any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall be enforced to the maximum extent permitted by applicable law.

8.4 Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party, except to a successor of all or substantially all of its business and properties.



8.5 The waiver by either party of any term or condition of this Agreement shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right may that such party hold under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

(Customer) Story County

(Vendor) "Solutions", Inc.

By: Linda Murken

By: Robert E Dugan

(Please type or print)

(Please type or print)

Signature: [Handwritten Signature]

Signature: Robert E. Dugan

Title: Bd Vice Chair

Title: VP - Operations

Date: 5/21/24, 2024

Date: _____ 2024

Address: 900 6th Street

Address: 2311 West 18th St.

Nevada, IA 50201

Spencer, Iowa 51301-2631

Telephone Number _____

Telephone Number **(712) 262-4520**

Attachments - Exhibit A pages 1 & 2



This Support Agreement ("this Agreement") is made and entered into this

1st

day of

July 2024

by and between "Solutions", Inc. (hereinafter "Vendor"), a (Software Developer and Licensor) with p

Story

County, hereinafter "Customer"), a (Local Government and its Offices) with principal offices at:

900 6th Street

Nevada, IA 50201

The Customer desires to retain the services of Vendor to maintain and service the computer p

for a period up to one year

, such maintenance and service of the Vendor's computer programs to be accomplished by Vendor pu



1.16 “Agreement Term.” A period of up to one year, commencing on the entered date of this :

1.16

“Agreement Term.”

one year

A period of

, commencing on the entered date of this agreement, and ending

hence, on the final day of the Customer’s (then) current fiscal year.







6.1.1 This Agreement shall immediately and automatically terminate upon the termination of tr







Principal offices at 2311 West 18th Street Spencer Iowa 51301-2631, and

Programs licensed by the Customer from Vendor,

Pursuant to the terms of the Agreement.



agreement, and ending on the final day of the Customer's current fiscal year.







the original Computer Program End User License Agreement(s);



RECEIVED

MAY 09 2024

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2024 is by and between **Story County** and **University Community Childcare** (Provider).

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

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

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

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

**SECTION 1
Definitions**

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

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

**SECTION 2
Duties of Provider**

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

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

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

SECTION 3 **Claims Submission and Payment**

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

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

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

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

SECTION 4 **Relationship Between the Parties**

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

SECTION 5 **Hold Harmless. Indemnification and Liability Insurance**

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

Section 5.2 Story County Hold Harmless and Indemnification. Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments

asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

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

SECTION 6

Laws and Regulations

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

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

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

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

Section 6.5 Confidentiality of Records. Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from Story County about Individuals, it is fully bound by federal (including the Health Insurance

Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

SECTION 7

Term and Termination

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

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

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

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

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

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

SECTION 8

Amendments

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

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

SECTION 9
Other Terms and Conditions

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

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

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

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

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

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

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

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

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

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

University Community Childcare _____
2623 Bruner Dr. _____
Ames, Iowa 50010 _____
Attention: Stacy Lehman _____

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

COUNTY:

By: Linda Murken
Print Name: Linda Murken
Print Title: Story County Board of Supervisors
Date: 5/21/24

PROVIDER:

By: Stacy Lehman
Print Name: Stacy Lehman
Print Title: Executive Director
Date: 5.6.2024

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2025
University Community Childcare

University Community Childcare			
Service Description	Not to Exceed	Unit of Service	Rate
Daycare - Infant	\$16,454.00	1 Full Day	\$108.24
Daycare - Children	\$12,293.00	1 Full Day	\$64.18

RECEIVED

MAY 13 2024

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2024 is by and between **Story County** and **Story Time Child Care Center** (Provider).

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

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

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

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

SECTION 1

Definitions

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

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

SECTION 2

Duties of Provider

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

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

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

SECTION 3 **Claims Submission and Payment**

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

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

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

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

SECTION 4 **Relationship Between the Parties**

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

SECTION 5 **Hold Harmless. Indemnification and Liability Insurance**

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

Section 5.2 Story County Hold Harmless and Indemnification. Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments

asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

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

SECTION 6

Laws and Regulations

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

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

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

Section 6.5 Confidentiality of Records. Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from Story County about Individuals, it is fully bound by federal (including the Health Insurance

Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

SECTION 7

Term and Termination

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

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

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

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

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

SECTION 8

Amendments

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

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

SECTION 9
Other Terms and Conditions

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

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

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

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

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

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

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

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

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

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

Story Time Childcare Center
84 Main St., PO Box 214
Maxwell, Iowa 50161
Attention: Jayne Underhill/Mandy Lindemoen

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

COUNTY:

By: 
Print Name: Linda Murker
Print Title: Story County Board of Supervisors
Date: 5/21/24

PROVIDER:

By: 
Print Name: Jayne Underhill
Print Title: Director
Date: 5-8-24

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2025
Story Time Child Care Center

Story Time Childcare			
Service Description	Not to Exceed	Unit of Service	Rate
Daycare - Infant	\$3,150.00	1 Full Day	\$9.28
Daycare - Children	\$59,850.00	1 Full Day	\$33.58

RECEIVED

MAY 15 2024

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2024 is by and between **Story County** and **Boys and Girls Club of Story County** (Provider).

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

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

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

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

**SECTION 1
Definitions**

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

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

**SECTION 2
Duties of Provider**

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

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

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

SECTION 3
Claims Submission and Payment

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

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

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

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

SECTION 4
Relationship Between the Parties

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

SECTION 5
Hold Harmless. Indemnification and Liability Insurance

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

Section 5.2 Story County Hold Harmless and Indemnification. Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments

asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

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

SECTION 6

Laws and Regulations

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

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

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

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

Section 6.5 Confidentiality of Records. Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from Story County about Individuals, it is fully bound by federal (including the Health Insurance

Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

SECTION 7

Term and Termination

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

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

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

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

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

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

SECTION 8

Amendments

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

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

SECTION 9
Other Terms and Conditions

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

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

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

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

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

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

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

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

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

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

BGCSC
210 South 5th St.
Ames, Iowa 50010
Attention: Kaitlin Binnebose

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

COUNTY:
By: 
Print Name: Linda Murken
Print Title: Story County Board of Supervisors
Date: 5/21/24

PROVIDER:
By: 
Print Name: Ryan Santi
Print Title: CEO
Date: 5-8-24

ATTACHMENT A

SERVICE DEFINITIONS AND RATES

FISCAL YEAR: 2025

Boys and Girls Club of Story County

Boys and Girls Club			
Service Description	Not to Exceed	Unit of Service	Rate
Out of School Program – Ames	\$22,272.00	1 Partial Day (3 Hours)	\$50.13
Out of School Program – Nevada	\$7,028.00	1 Partial Day (3 Hours)	\$54.43

BOARD OF SUPERVISORS RESOLUTION NO. #24-83

RESOLUTION TO COMPROMISE TAX AND ABATE PENALTY ASSESSED AGAINST SAID BUILDING ON LEASED LAND

WHEREAS, the following building on leased land is located on parcel # 1417400401, Cambridge Iowa; and,

WHEREAS, the said building on leased land has outstanding delinquent taxes; and,

WHEREAS, the building on leased land owner's son has offered a settlement, see "Appendix A", on behalf of his deceased father, Dale Christopherson; and,

WHEREAS, said settlement is offering to make a payment in full for the entire property tax debt of \$20,616.00 if penalty and/or costs are waived; and,

WHEREAS, said land owner, has then agreed to keep taxes current moving forward; and,

WHEREAS, Section 435.25 of the Code of Iowa, states that when it is administratively impractical to pursue tax collection through the remedies of this section, all taxes, regular and special, interest, and costs shall be abated by resolution of the county board of supervisors. The resolution shall direct the treasurer to strike from the tax book the reference to said building on leased land; and,

NOW, THEREFORE BE IT RESOLVED, that all penalties and/or cost on the building on leased land are hereby abated. The county treasurer is directed to strike from the tax book the fees that are in reference to said building on leased land:

Christopherson, Dale Parcel #1417400401

APPROVED this 21st day of May, 2024.


Vice Chairperson, Board of Supervisors

Attest: 
County Auditor

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

ALLOWED BY VOTE OF BOARD Yea 2 Nay 0 Absent 1

CHAIRPERSON Above tabulation made by 

" Appendix A "

Story County Board of Supervisors
900 6th St.
Nevada, IA 50201

Brice Christopherson
57795 310th St.
Cambridge, IA 50046
Parcel #1417400401

Dear Board of Supervisors,

I am writing to offer a settlement on behalf of Dale Christopherson for Parcel #1417400401. Due to financial circumstances, I am offering to pay the tax of \$20,616.00, as well as the additional costs of \$84.00 totaling \$20,700.00.

If you agree to this settlement, please accept it as payment in full for the entire property tax debt. The tax on this parcel will be kept current moving forward. Please send a letter of acceptance to the address above if you agree. Payment will be made upon receipt of said letter.

Thank you for your consideration.

Sincerely,



Brice Christopherson

RECEIVED

MAY 13 2024

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2024 is by and between **Story County** and **Campfire USA** (Provider).

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

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

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

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

SECTION 1

Definitions

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

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

SECTION 2

Duties of Provider

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

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

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

SECTION 3 **Claims Submission and Payment**

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

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

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

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

SECTION 4 **Relationship Between the Parties**

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

SECTION 5 **Hold Harmless. Indemnification and Liability Insurance**

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

Section 5.2 Story County Hold Harmless and Indemnification. Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments

asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

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

SECTION 6

Laws and Regulations

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

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

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

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

Section 6.5 Confidentiality of Records. Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from Story County about Individuals, it is fully bound by federal (including the Health Insurance

Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

SECTION 7
Term and Termination

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

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

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

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

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

SECTION 8
Amendments

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

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SECTION 9
Other Terms and Conditions

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

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

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

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

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

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

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

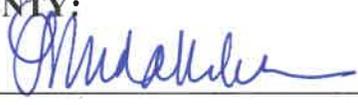
Section 9.8 Notices to Story County. Any notice, request, demand, waiver, consent, approval or other communication to Story County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express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

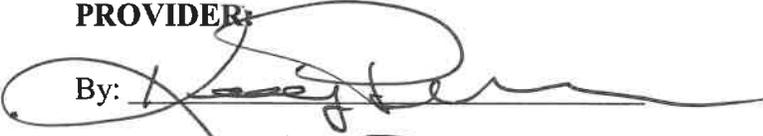
Story County Board of Supervisor's Office
Story County Administration Building
900 6th Street
Nevada, Iowa 50201
Attention: Sandra King

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

Campfire USA
5615 Hickman Rd.
Des Moines, Iowa 50310
Attention: Kelly Peterson

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

COUNTY:
By: 
Print Name: Linda Murken
Print Title: Story County Board of Supervisors
Date: 5/21/24

PROVIDER:
By: 
Print Name: Kelly Peterson
Print Title: Executive Director
Date: 5-8-2024

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2025
Campfire USA

Campfire USA			
Service Description	Not to Exceed	Unit of Service	Rate
Out of School Program	\$5,300.00	1 Partial Day (3 Hours)	\$65.33

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2024 is by and between **Story County** and **Center for Creative Justice** (Provider).

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

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

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

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

**SECTION 1
Definitions**

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

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

**SECTION 2
Duties of Provider**

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

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

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

SECTION 3 **Claims Submission and Payment**

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

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

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

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

SECTION 4 **Relationship Between the Parties**

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

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

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

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

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

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

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

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

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

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

CCJ _____
210 Lynn Ave. _____
Ames, Iowa 50014 _____
Attention: Staci Shugar _____

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

COUNTY:
By: 
Print Name: Linda Murken
Print Title: Story County Board of Supervisors
Date: 5/21/24

PROVIDER:
By: 
Print Name: Staci Shugar
Print Title: Executive Director
Date: 5/7/24

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2025
Center for Creative Justice

Center for Creative Justice			
Service Description	Not to Exceed	Unit of Service	Rate
Correctional Services - Probation Services	\$39,585.00	1 Client Hour	\$107.39

RECEIVED

MAY 09 2024

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2024 is by and between **Story County** and **Childserve Community Options, Inc.** (Provider).

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

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

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

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

SECTION 1

Definitions

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

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

SECTION 2

Duties of Provider

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

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

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

SECTION 3 **Claims Submission and Payment**

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

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

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

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

SECTION 4 **Relationship Between the Parties**

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

SECTION 5 **Hold Harmless. Indemnification and Liability Insurance**

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

Section 5.2 Story County Hold Harmless and Indemnification. Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments

asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

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

SECTION 6

Laws and Regulations

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

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

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

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

Section 6.5 Confidentiality of Records. Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from Story County about Individuals, it is fully bound by federal (including the Health Insurance

Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

SECTION 7

Term and Termination

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

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

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

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

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

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

SECTION 8

Amendments

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

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

SECTION 9
Other Terms and Conditions

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

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

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

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

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

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

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

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

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

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

Childserve Community Options, Inc.
1915 Philadelphia St.
Ames, Iowa 50010
Attention: Lisa Pagel

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

COUNTY:

By: 
Print Name: Linda Murken
Print Title: Story County Board of Supervisors
Date: 5/21/24

PROVIDER:

By: 
Print Name: Kate Reynolds
Print Title: Ames Area Director
Date: 5.7.24

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2025
Childserve Community Options, Inc.

ChildServe			
Service Description	Not to Exceed	Unit of Service	Rate
Daycare - Infant	\$5,500.00	1 Full Day	\$57.66
Daycare - Children	\$5,500.00	1 Full Day	\$56.65

RECEIVED

MAY 10 2024

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2024 is by and between **Story County** and **MGMC Home Health Services** (Provider).

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

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

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

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

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SECTION 2

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

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

SECTION 3 **Claims Submission and Payment**

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

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

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

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

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

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Laws and Regulations

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

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

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Amendments

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SECTION 9
Other Terms and Conditions

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

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

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MGMC Home Health Services
1114 Duff Ave.
Ames, Iowa 50010
Attention: Eric Adelmund

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

COUNTY:

By: 
Print Name: Linda murken
Print Title: Story County Board of Supervisors
Date: 5/21/24

PROVIDER:

By: 
Print Name: Eric Adelmund
Print Title: Director Home Health / Hospice
Date: 5/16/24 Story County
Public Health

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2025
MGMC Home Health Services

MGMC Home Health Services			
Service Description	Not to Exceed	Unit of Service	Rate
Community Clinics - Comm Clinics/Health Ed	\$90,000.00	1 Clinic Hour	\$150.00
In-Home Nursing - RN Skilled Nursing	\$106,900.00	1 Visit	\$285.00
In-Home Hospice	\$20,000.00	1 Day (24 Hour)	\$270.00
Home Health Assistance - Homemaker	\$125,000.00	1 Clinic Hour	\$42.00

RECEIVED

MAY 10 2024

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2024 is by and between **Story County** and **Mid-Iowa Community Action** (Provider).

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

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

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

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Definitions**

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**SECTION 2
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For Providers accessing funding through the Story County ASSET process, an agency audit or IRS Form 990 shall be submitted within six months following the end of the agency's fiscal year. If an agency audit or IRS Form 990 is not submitted, Story County reserves the right to withhold payments until the audit and/or IRS Form 990 is submitted.

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Laws and Regulations

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Section 6.5 Confidentiality of Records. Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from Story County about Individuals, it is fully bound by federal (including the Health Insurance

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

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

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

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

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

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

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

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

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

Mid-Iowa Community Action
1001 South 18th Ave.
Marshalltown, Iowa 50158
Attention: Clarissa Thompson

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

COUNTY:

By: [Signature]
Print Name: Linda Murken
Print Title: Story County Board of Supervisors
Date: 5/21/24

PROVIDER:

By: [Signature]
Print Name: Clarissa Thompson
Print Title: Executive Director
Date: 5-6-2024

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2025
Mid-Iowa Community Action

Mid Iowa Community Action			
Service Description	Not to Exceed	Unit of Service	Rate
Food Pantry	\$13,000.00	1 Client Contact	\$20.92

RECEIVED

MAY 13 2024

STORY COUNTY
BOARD OF SUPERVISORS

Story County
Provider and Program Participation Agreement

THIS AGREEMENT (the Agreement), entered into this First day of July, 2024 is by and between **Story County** and **Raising Readers in Story County** (Provider).

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

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

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

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

SECTION 1
Definitions

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

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

SECTION 2
Duties of Provider

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

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

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

SECTION 3

Claims Submission and Payment

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

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

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

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

SECTION 4

Relationship Between the Parties

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

SECTION 5

Hold Harmless. Indemnification and Liability Insurance

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

Section 5.2 Story County Hold Harmless and Indemnification. Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments

asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

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

SECTION 6

Laws and Regulations

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

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

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

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

Section 6.5 Confidentiality of Records. Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from Story County about Individuals, it is fully bound by federal (including the Health Insurance

Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

SECTION 7

Term and Termination

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

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

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

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

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

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

SECTION 8

Amendments

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

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

SECTION 9
Other Terms and Conditions

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

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

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

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

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

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

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

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

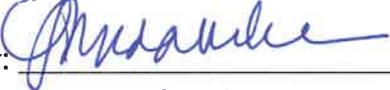
Story County Board of Supervisor's Office
Story County Administration Building
900 6th Street
Nevada, Iowa 50201
Attention: Sandra King

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

Raising Readers
PO Box 2374
Ames, Iowa 50010
Attention: Kristi Mayo

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

COUNTY:

By: 
Print Name: Linda Murker
Print Title: Story County Board of Supervisors
Date: 5/21/24

PROVIDER:

By: 
Print Name: Kristi Mayo
Print Title: executive director
Date: 5/8/2024

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2025
Raising Readers in Story County

Raising Readers			
Service Description	Not to Exceed	Unit of Service	Rate
Family Dev/Ed - STARS	\$5,413.00	1 Client Hour	\$167.42
Out of School Program - Reading Buddies	\$6,515.00	1 Partial Day (3 Hours)	\$134.16
Public Ed/Awareness	\$4,830.00	1 Staff Hour	\$175.52

RESOLUTION #24-79

**RECORD OF HEARING AND ADOPTION OF BUDGET AMENDMENT
STORY COUNTY**

Fiscal Year July 1, 2023 - June 30, 2024

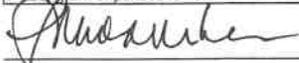
STORY COUNTY conducted a public hearing for the propose of amending the current budget for the fiscal year ending June 30, 2024

Meeting Date:	Meeting Time:	Meeting Location:
5/21/2024	10:00 AM	Public Meeting room, 2nd floor, 900 6th St., Nevada, IA 50201

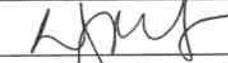
The governing body of the STORY COUNTY met with a quorum present and found that the notice of time and place of the hearing had been published as required by law and that the affidavit of publication is on file with the county auditor. After hearing public comment the governing body took up the amendment to the budget for final consideration and determined that said budgeted expenditures be amended as follows:

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	28,670,149	0	28,670,149
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Less: Credits to Taxpayers	3	568,980	0	568,980
Net Current Property Tax	4	28,101,169	0	28,101,169
Delinquent Property Tax Revenue	5	0	0	0
Penalties, Interest & Costs on Taxes	6	75,000	0	75,000
Other County Taxes/TIF Tax Revenues	7	4,300,125	0	4,300,125
Intergovernmental	8	9,798,289	-1,233,418	8,564,871
Licenses & Permits	9	68,500	11,800	80,300
Charges for Service	10	1,994,240	-41,630	1,952,610
Use of Money & Property	11	1,184,866	1,645,675	2,830,541
Miscellaneous	12	726,250	367,200	1,093,450
Subtotal Revenue	13	46,248,439	749,627	46,998,066
Other Financing Sources:				
General Long-Term Debt Proceeds	14	0	0	0
Operating Transfers In	15	5,140,000	0	5,140,000
Proceeds of Fixed Asset Sales	16	33,000	136,600	169,600
Total Revenues & Other Sources	17	51,421,439	886,227	52,307,666
EXPENDITURES & OTHER FINANCING USES				
Operating:				
Public Safety and Legal Services	18	16,658,607	-35,500	16,623,107
Physical Health and Social Services	19	6,827,599	-1,010,472	5,817,127
Mental Health, ID & DD	20	0	0	0
County Environment & Education	21	8,166,643	202,663	8,369,306
Roads & Transportation	22	12,777,830	-180,000	12,597,830
Government Services to Residents	23	1,809,918	-8,000	1,801,918
Administration	24	9,553,167	-121,178	9,431,989
Nonprogram Current	25	3,740,083	-2,056,610	1,683,473
Debt Service	26	1,579,524	0	1,579,524
Capital Projects	27	11,924,526	-5,450,958	6,473,568
Subtotal Expenditures	28	73,037,897	-8,660,055	64,377,842
Other Financing Uses:				
Operating Transfers Out	29	5,140,000	0	5,140,000
Refunded Debt/Payments to Escrow	30	0	0	0
Total Expenditures & Other Uses	31	78,177,897	-8,660,055	69,517,842
Excess of Revenues & Other Sources over (under) Expenditures & Other Uses	32	-26,756,458	9,546,282	-17,210,176
Beginning Fund Balance - July 1, 2023	33	48,779,419	0	48,779,419
Increase (Decrease) in Reserves (GAAP Budgeting)	34	0	0	0
Fund Balance - Nonspendable	35	0	0	0
Fund Balance - Restricted	36	9,095,527	7,293,632	16,389,159
Fund Balance - Committed	37	533,379	-46,200	487,179
Fund Balance - Assigned	38	3,381,824	668,974	4,050,798
Fund Balance - Unassigned	39	9,012,231	1,629,876	10,642,107
Total Ending Fund Balance - June 30, 2024	40	22,022,961	9,546,282	31,569,243

Explanation of Changes: Revenue increases in interest on investments, decreases in state grants. Expenses lower in ARPA funds -carried forward to FY25; grant expenses lowered to be carried forward.



05/21/2024



Signature of Certification

Adopted On

County Auditor Signature of Certification

05/13/2024 07:58 AM

Page 1 of 1

5/13/2024

Dept Name	#	Amount	Reason	Funding Source
Auditor	02	5,500	Pay Plan Staff Salaries (mngmt)	General Fund
		20,000	Postage & Mailing - Mngnt	General Fund
		(9,750)	Contract labor	General Fund
		<u>15,750</u>		
<i>Gen Fund</i>		<u>15,750</u>		
Department Total		15,750		
Treasurer	03			General Fund
		(8,000)	Employee's Insurance	Gen Supp Fund
		8,000	Employee's Insurance	Gen Supp Fund
		<u>0</u>		
<i>Gen Supp Fund</i>		<u>0</u>		
Department Total		0		
County Attorney	04	(50,000)	Assistant Salaries	General Fund
		35,000	Pay Plan Staff	General Fund
		<u>(15,000)</u>		
<i>Gen Fund</i>		<u>(15,000)</u>		
		(50,000)	Employee's Insurance	Gen Supp Fund
		<u>(50,000)</u>		
<i>Gen Supp Fund</i>		<u>(50,000)</u>		
Department Total		(65,000)		
Sheriff	05	(20,000)	Bargaining Unit Staff	General Fund
		80,000	Overtime Pay	General Fund
		<u>60,000</u>		
<i>Gen Fund</i>		<u>60,000</u>		
		(5,000)	FICA	Gen Supp Fund
		(5,000)	IPERS	Gen Supp Fund
		<u>(125,000)</u>	Employee's Insurance	Gen Supp Fund
		<u>(135,000)</u>		
<i>Gen Supp Fund</i>		<u>(135,000)</u>		
		(80,000)	Bargaining Unit Staff	Rural Fund
		15,000	Overtime Pay	Rural Fund
		(5,000)	FICA	Rural Fund
		50,000	Employee's Insurance	Rural Fund
		<u>(20,000)</u>		
<i>Rural</i>		<u>(20,000)</u>		
Department Total		(95,000)		
Animal Control	08	3,000	Pay Plan Staff	Rural Fund
		(16,000)	Extra Help	Rural Fund
		1,000	Animal Supplies	Rural Fund
		(920)	Communication Services	Rural Fund
		5,000	Veterinary Care	Rural Fund
		(8,000)	Office Equip & Furniture	Rural Fund
		(28,000)	Employee's Insurance	Rural Fund
		<u>(43,920)</u>		
<i>Rural Fund</i>		<u>(43,920)</u>		
		10,000	Special Animal Care	Friends of Animal
		<u>10,000</u>		
<i>Friends of Animal Fund</i>		<u>10,000</u>		
Department Total		(33,920)		
Gen Co Betterment 40%	10	(85,000)	Sheriff vehicles	Rural Fund/Assigned
		54,750	Restoration Debris site	Rural Fund/Assigned
		18,000	ACO Vehicle	Rural Fund/Assigned
		16,200	Facade	Rural Fund/Assigned
		(3,000)	County Tourism	Rural Fund/Assigned
		75,000	Camelot Theater (econ develop)	Rural Fund/Assigned
		50,000	Huxley City splash pad (econ develop)	Rural Fund/Assigned
		(180,000)	Equip-Sec Roads	Rural Fund/Assigned
		<u>(54,050)</u>		

Expenses

5/13/2024

Veterans Affairs	21	6,800	Salaries	General Fund
		3,000	Care of Graves	General Fund
<i>Gen Fund</i>		<u>9,800</u>		
		520	FICA	Gen Supp Fund
		642	IPERS	Gen Supp Fund
<i>Gen Supp Fund</i>		<u>1,162</u>		
Department Total		10,962		
Conservation	22			
		(50,000)	Edge of Field practices	General Fund
		(20,000)	Sustainable energy review	General Fund
		(100,000)	Deppe Development	General Fund
		(1,153,000)	HOINT	General Fund
		(225,000)	Hannums Mill Dam Mitigation	General Fund
		15,600	Water Trail Grant	General Fund (ETF)
		(46,600)	HG Walley Rearing Pond	General Fund
		(60,000)	McFarland fish habitat grant	General Fund
<i>General</i>		<u>(1,639,000)</u>		
		3,000.00	Communication Services	Conserv Acq & Cap Proj
		(300,000)	Dakins Cabin	Conserv Acq & Cap Proj
		60,000	Fish Habitat Grant	Conserv Acq & Cap Proj
<i>Conserv Acq & Cap</i>		<u>(237,000)</u>		
		(343,000)	Skunk River Greenbelt South land	Friends of Conserv
		250,710	Deppe land acquisition	Friends of Conserv
		(22,000)	Dakins Cabin	Friends of Conserv
		(388,000)	Hannums Mill Dam Mitigation	Friends of Conserv
<i>Friends of Conserv</i>		<u>(502,290)</u>		
Department Total		(2,378,290)		
Environmental Health	23	2,000	Pay Plan Staff	
<i>General</i>		<u>2,000</u>		
Department Total		2,000		
General Assistance	25	(5,000)	Salaries - Extra Help	General Fund
		350	Office Supplies	General Fund
		600	Postage & Mailing	General Fund
<i>General</i>		<u>(4,050)</u>		
		2,000	Substance Abuse Transportation	Gen Supplemental Fund
		500	Substance Abuse Court Appt Counsel	Gen Supplemental Fund
		(15,000)	Empl Insurance	Gen Supplemental Fund
<i>Gen Supp Fund</i>		<u>(12,500)</u>		
Department Total		(16,550)		
Group Homes	26	5,000	Group Home Maint	General Fund
Department Total		5,000		
Human Services Center	50	(30,000)	Pay Plan Staff	General Fund
		6,000	Equip Parts & Supplies	General Fund
<i>General</i>		<u>(24,000)</u>		
		(3,000)	FICA	
		(2,000)	IPERS	General Supplemental
		(15,000)	Empl Insurance	General Supplemental
<i>Gen Supp Fund</i>		<u>(20,000)</u>		
Department Total		(44,000)		

Expenses

5/13/2024

Facilities Manager	51	(18,000)	Pay Plan Staff	General Fund
<i>General</i>		<u>(18,000)</u>		
		(2,500)	FICA	General Supplemental
		(1,500)	IPERS	General Supplemental
		<u>(20,000)</u>	Empl Insurance	General Supplemental
<i>Gen Supp Fund</i>		<u>(24,000)</u>		
Department Total		(42,000)		
Information Technology	52	(25,000)	Pay Plan Staff	General Fund
<i>General</i>		<u>(25,000)</u>		
		(2,000)	FICA	General Supplemental
		(4,500)	IPERS	General Supplemental
		<u>(10,000)</u>	Empl Insurance	General Supplemental
<i>Gen Supp Fund</i>		<u>(16,500)</u>		
Department Total		(41,500)		
Planning & Development	53	(20,000)	Salaries	Rural Fund
		(1,000)	FICA	Rural Fund
		(2,500)	IPERS	Rural Fund
		(5,000)	Empl Insurance	Rural Fund
		5,000	office supplies (Citizenserve)	Rural Fund
Department Total		(23,500)		
Justice Center Facilities	54	(10,000)	Equip Parts & Supplies	General Fund
<i>General</i>		<u>(10,000)</u>		
		(15,000)	Empl Insurance	General Supplemental
<i>Gen Supp Fund</i>		<u>(15,000)</u>		
Department Total		(25,000)		
MHDS Local Services	60	500	Communication Services	MHDS Fund
Department Total		500		
Countywide Services	99	50,000	Medical Examiner	General Fund
		1,500	Court Appt Counsel	General Fund
		75,000	Sheriff Medical Care	General Fund
		60,000	Shrf court ordered services	General Fund
		75,000	Camelot Theater - economic dev	General Fund
		1,015	Dues & Memberships	General Fund
		1,075	Motor Vehicle	General Fund
		1,700	Equip Parts/Supplies S 11th	General Fund
		16,550	Utilities - S 11th Storage	General Fund
		1,000	Bldg Repair/Maint - S 11th Storage	General Fund
		<u>-10,000</u>	Remodeling - S 11th Storage	General Fund
<i>General Fund</i>		272,840		

Expenses

5/13/2024

	(238,723)	Social Support - Primary Health	ARPA funds
	(94,160)	Technical Services - Good Neighbor	ARPA funds
	(500,000)	Room & Board - YSS	ARPA funds
<i>Rev Loss</i>	(178,000)	Bldg Repair/Maint - Childserv	ARPA funds
	3,999	Child Care - Whistle Stop	ARPA funds
	(68,200)	Ongoing Rent Subsidy - Home Allies	ARPA funds
	9,333	Housing Grants - Housing Trust	ARPA funds
<i>Rev Loss</i>	100,000	Economic Dev - broad band consult	ARPA funds
	(40,000)	Administration	ARPA funds
	(15,000)	General County Mngmt - BOS scanning	ARPA funds
	(65,000)	Contract Labor - Audit	ARPA funds
	10,000	Audit/Clerical Serv	ARPA funds
	45,732	Bldg Repair/Maint - permanent barriers	ARPA funds
	50,000	HVAC - HSC	ARPA funds
	(2,056,610)	Contributions - other gov & org	ARPA funds
<i>Rev Loss</i>	(600,000)	Equip & Mach - admin generator	ARPA funds
	(2,500,000)	HOINT	ARPA funds
	(39,668)	water quality monitoring	ARPA funds
<i>ARPA Gen Subfund</i>	<u>(6,176,297)</u>		
	20,000	Court Costs-Indigent	General Supplemental
	5,000	Unemployment Compensation	General Supplemental
<i>Gen Supp Fund</i>	<u>25,000</u>		
	1,500	Attorney Special Projects	Special Law Enf
<i>Spec Law Enf Fund</i>	<u>1,500</u>		
	1,500		
<i>Co Attorney Fine Coll</i>	<u>1,500</u>		
Department Total	<u>-5,875,457</u>		

-\$8,660,055 Total Amendment (Expenses)

General Fund:	(1,369,660)
MHDS Local subfund	500
ARPA Gen Fund Subfund	(6,176,297)
Gen Supplemental Fund	(246,838)
Rural Fund	(141,470)
Special Law Enforcement	1,500
Co Attorney Fine Coll	1,500
Conservation Land Acquisition	(237,000)
Friends of Conservation	(502,290)
Friends of Animals Fund	10,000
	<u>(8,660,055)</u>

Expenses

5/13/2024

Dept Name	#	Amount	Reason	Funding Source
Auditor	02	25,000	City/School Elections	Fees
Department Total		25,000		
Treasurer	03	1,600,000	Interest on Investments	Fees
		20,000	Auto registration fees	Fees
		5,000	Motor vehicle mailing	Fees
Department Total		1,625,000		
Attorney	04	25,000	Other State Grants	
<i>General Fund</i>		25,000		
Department Total		25,000		
Sheriff	05	1,930	Other State Grants	
		24,667	Other State Grants (COVID 19)	
		10,000	Other General Gov't Fees	
<i>General Fund</i>		36,597		
		28,000	Equitable Sharing Forfeiture	
<i>Special Law Enf</i>		28,000		
Department Total		64,597		
Recorder	07	125	Interest on investments	
		(500)	Overpayments	
		(80,000)	Recording of Instruments	
		270	Snow Fees	
		3,100	ATV Writing fees	
		9,500	Passport fees	
<i>General Fund</i>		(67,505)		
		1,650	Interest on investments	
		(3,500)	Records Management fees	
<i>Recorders Records Mngmt</i>		(1,850)		
Department Total		(69,355)		
Animal Control	08	1,500	Animal Control Fees	Rural Fund
<i>Rural fund</i>		1,500		
		2,000	Interest on Investments	Friends of Animals
<i>Friends of Animals Fund</i>		2,000		
Department Total		3,500		
Secondary Roads	20	45,600	Sale of Fixed Assets	
		2,450	FEMA	
		12,800	Drainage District Services	
		11,800	Oversized Vehicle Permits	
		2,700	Fuel Tax Refunds	
Secondary Road Fund		75,350		

Revenues

5/13/2024

Department Total		75,350	
Conservation	22	32,300	Sale of Fixed Assets
		(250,000)	CIRPTA HOINT paving PH 3A
		(384,000)	State rec trails (HOINT Ph3)
		(8,500)	IDNR Water Trail - Sopers Mill
		(200,000)	CIRPTA HOINT paving PH 3B
		(225,000)	State rec trails (HOINT Ph3B)
		(5,350)	IDNR Water Trail- Sopers Mill Rd
		(56,420)	IDNR Fish Habitat Grant
		(225,000)	IDNR Dam Mitigation Hannums Mill
		(6,885)	ISU Federal Work Study Reimb
		(96,233)	IDALS Grant - McFarland Lake
		(20,990)	IDNR SWGC Grant
		(7,500)	Boat Rentals
<i>General Fund Total</i>		<u>(1,453,578)</u>	
		2,900	Interest on Investments
		4,100	REAP funds
<i>REAP fund total</i>		<u>7,000</u>	
		96,233	IDALS Grant - McFarland Lake
		53,880	IDNR Fish Habitat Grant
<i>Conserv Acq & Cap</i>		<u>150,113</u>	
		20,000	Interest on Investments
		24,000	Trust Fund donations
<i>Friends of Conservation Total</i>		<u>44,000</u>	
Department Total		(1,252,465)	
IRVM	24	1,500	Miscellaneous
		(11,000)	Drainage District Serv
		8,700	Other State Grants
Department Total		(800)	
General Assistance	25	(9,000)	Local Gov't Payments
Department Total		(9,000)	
MHDS Local Services	60	1,400	
Department Total		1,400	
Countywide Services	99	11,500	Miscellaneous
		19,200	Sale of Fixed Assets
		1,800	Liquor License/Beer Permit
<i>General Fund Total</i>		<u>32,500</u>	
		1,200	Miscellaneous
		39,500	Sale of Fixed assets
		7,000	District Court Fees

Revenues

5/13/2024

<i>Gen Supplemental Total</i>	47,700	
	13,000 Interest on Investments	LG Opioid
	298,800 Opioid Settlement Funds	LG Opioid
<i>LG Opioid Abatement Fund</i>	<u>311,800</u>	
	6,000 Interest on Investments	
<i>Debt Service Fund</i>	<u>6,000</u>	
Department Total	<u>398,000</u>	
Total Request	886,227	Total Amendment (Revenues)
	General Fund:	214,014
	MHDS Local Fund	1,400
	ARPA Gen Fund Subfund	0
	General Supplemental Fund	47,700
	Rural Fund:	700
	LG Opioid Abatement Fund	311,800
	Secondary Roads Fund	75,350
	Special Law Enforcement Fund	28,000
	REAP	7,000
	Recorder Records Management	(1,850)
	Debt Service Fund	6,000
	Conserv Acq & Cap Proj	150,113
	Friends of Conservation	44,000
	Friends of Animals	2,000
		<u>886,227</u>

Revenues

"STATEMENT OF CHANGE IN FUNDS BALANCE"

FUND NAME & NUMBER	BEGINNING BALANCE	REVENUES	DISBURSEMENTS	ENDING BALANCE		
FY'24 BUDGET						
GENERAL BASIC #01000	13,542,118	25,005,137	28,037,921	10,509,335	3,215,197	28.00%
GENERAL Subfund MHDS #01006	4,852	3,000	3,000	4,852	<i>Restricted</i>	
ARPA General Subfund #01010	9,630,167	0	8,298,214	1,331,953	<i>Restricted</i>	
GEN. SUPPLEMENTAL #02000	2,143,743	5,877,726	6,416,943	1,604,526	<i>Restricted</i>	25.00% 27.00%
RURAL SERVICES #11000	1,732,904	7,590,802	8,226,192	1,097,514	101,039	18.00%
TIF #15000	9,154	914,400	914,524	9,030	<i>Restricted</i>	
URBAN RENEWAL PPROJ #17000	0	0	0	0	<i>Restricted</i>	
LG OPOID #18000	352,350	117,000	0	469,350	<i>Restricted</i>	
SECONDARY ROADS #20000	7,251,605	8,624,040	13,524,900	2,350,745	<i>Restricted</i>	25.00%
SPEC. LAW ENFCMENT #22000	85,740	13,050	13,690	85,100	<i>Restricted</i>	
REAP #23000	104,773	28,400	12,000	121,173	<i>Restricted</i>	
RECORDERS RECORDS #27000	65,611	13,850	10,800	68,661	<i>Restricted</i>	
JAIL INMATE CMSRY #28000	132,189	56,950	65,000	124,139	<i>GF Assigned</i>	
DEBT SERVICE #29000	84,854	684,485	665,000	104,339	<i>Restricted</i>	
CAPITAL PROJECTS #30000	427,429	667,000	1,060,000	34,429	<i>Restricted</i>	
CAPITAL PROJECTS SR #31000	150,000	0	150,000	0	<i>Restricted</i>	
CAPITAL PROJECTS TIF #32000	514,332	0	514,332	0	<i>Restricted</i>	
SHERIFF RES OFFICERS #35000	29,569	1,000	12,000	18,569	<i>Restricted</i>	
CO ATTY FINE COLLECTION #38000	373,875	35,000	307,500	101,375	<i>GF Assigned</i>	
CONSERV LAND ACQ & CAP#68000	697,115	186,000	300,000	583,115	<i>GF Assigned</i>	
FRIENDS OF CONSERV #73000	873,123	155,200	447,000	581,323	<i>Restricted</i>	
FRIENDS OF ANIMALS #74000	105,804	30,500	30,000	106,304	<i>Restricted</i>	
TOTAL	38,311,307	50,003,540	69,009,016	19,305,832		
FY'24 AMENDMENT						
GENERAL BASIC #01000	15,565,835	26,637,049	28,132,224	14,070,660	3,428,554	40.79%
GENERAL SUBFUND MHDS #01006	1,964	4,400	3,500	2,864	<i>Restricted</i>	
ARPA GENERAL SUBFUND #01010	15,053,843	0	8,278,314	6,775,529	<i>Restricted</i>	
GEN. SUPPLEMENTAL #02000	2,229,134	5,925,426	6,174,160	1,980,400	<i>Restricted</i>	32.08% 39%
RURAL SERVICES #11000	2,081,638	7,591,502	8,257,783	1,415,357	171,025	22.80%
TIF #15000	25,250	914,400	914,524	25,126	<i>Restricted</i>	
URBAN RENEWAL PPROJ #17000	109,489	0	109,489	0	<i>Restricted</i>	
LG OPOID ABATEMENT #18000	364,666	428,800	0	793,466		
SECONDARY ROADS #20000	8,768,968	8,699,390	14,041,840	3,426,518	<i>Restricted</i>	24.40%
SPEC. LAW ENFCMENT #22000	115,519	41,050	15,190	141,379	<i>Restricted</i>	
REAP #23000	112,618	35,400	12,000	136,018	<i>Restricted</i>	
RECORDERS RECORDS #27000	77,429	12,000	10,800	78,629	<i>Restricted</i>	
JAIL INMATE CMSRY #28000	129,832	56,950	65,000	121,782	<i>GF Assigned</i>	
DEBT SERVICE #29000	85,058	690,485	665,000	110,543	<i>Restricted</i>	
CAPITAL PROJECTS #30000	477,192	667,000	1,060,000	84,192	<i>Restricted</i>	
CAPITAL PROJECTS SR #31000	151,674	0	151,674	0	<i>Restricted</i>	
CAPITAL PROJECTS TIF #32000	514,634	0	514,634	0	<i>Restricted</i>	
SHERIFF RES OFFICERS #35000	34,573	1,000	12,000	23,573	<i>Restricted</i>	
CO ATTY FINE COLLECTION #38000	367,711	35,000	309,000	93,711	<i>GF Assigned</i>	
CONSERV LAND ACQ & CAP#68000	1,074,817	336,113	463,000	947,930	<i>GF Assigned</i>	
FRIENDS OF CONSERV #73000	1,307,623	199,200	287,710	1,219,113	<i>Restricted</i>	
FRIENDS OF ANIMALS #74000	129,952	32,500	40,000	122,452	<i>Restricted</i>	
TOTAL	48,779,419	52,307,666	69,517,842	31,569,243		

Fund balances

Ending Fund Balance Projections for June 30, 2024

FY24 General Fund

Restricted	54,000	LACTF
Committed:	487,179	DAPL Conserv - ETF
Assigned:	315,575	CIP Projects
	330,824	Small Community Funding
	<u>2,240,977</u>	Future Capital Project Needs
	2,887,375	
Unassigned:	10,642,107	<i>41% of budgeted general fund expenditures</i>
25% =	6,514,556	
	4,127,551	

FY24 Supplemental Fund

Restricted:	1,980,400	<i>32% of budgeted supplemental fund expenditures</i>
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All other budgetary funds are restricted used funds.



Story County Conservation Board - McFarland Park 56461 180th 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
From: Michael D. Cox, Director
Date: May 21, 2024
Re: Consideration of Easement with Interstate Power and Light Company for Utility installation on the Praeri Rail Trail.

The attached easement authorizes the permittee to install and maintain underground electrical transmission lines along the Praeri Rail Trail. These lines are required for a new substation on the north side of 130th Street. Staff have coordinated the project with utility staff.

The Story County Conservation Board recommends your approval.


Approval

5/21/24
Date

Disapproval

Date

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

STORY COUNTY, IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NO. 24-78

TO ENTER INTO AN UNDERGROUND ELECTRIC LINE EASEMENT WITH THE INTERSTATE POWER AND LIGHT COMPANY FOR THE INSTALLATION OF AN ELECTRIC LINE ON PROPERTY LOCALLY KNOWN AS THE PRAIERI RAIL TRAIL.

WHEREAS, The Interstate Power and Light Company desires to install an underground electric line on Story County property as described on the Easement attached as Exhibit A, and

WHEREAS, the Story County Conservation Board provides management for said property, and

WHEREAS, the electric line is necessary to provide the needs of the communities it serves, and

WHEREAS, the easement is found to have no negative impact on the goals of the property.

AND WHEREAS, Story County held a public meeting on this matter on the 21st day of May 2024.

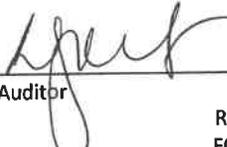
NOW, THEREFORE, IT IS HEREBY RESOLVED, that the County shall enter into the attached Underground Electric Line Easement for the installation of an underground electric line as described above.

IT IS FURTHER RESOLVED the Chairperson of the Board of Supervisors and the Clerk to the Board of Supervisors are authorized and they are hereby directed to certify a copy of this Resolution as the voluntary act and deed of the Board of Supervisors of Story County, Iowa.

Dated this 21 day of May 2024.


Chairperson, Board of Supervisors

Attest:

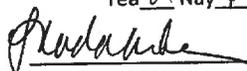

County Auditor

ROLL CALL
FOR ALLOWANCE

Latifah Faisal Yea Nay Absent
Lisa Heddens Yea Nay Absent
Linda Murken Yea Nay Absent

ALLOWED BY VOTE
OF BOARD

Yea 2 Nay 0 Absent 1


CHAIRPERSON Above tabulation made by 

Prepared by: Lucie Ostlund – Ulteig Engineers – 1455 Sherman Rd, Hiawatha, IA 52233 (319) 253-7057
Return to: Heather Dee - Interstate Power and Light Company – PO Box 351 – Cedar Rapids, IA 52406 (319) 786-4514
SPACE ABOVE THIS LINE FOR RECORDER

UNDERGROUND ELECTRIC LINE EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **Story County, of State of Iowa**, (“Grantor(s)”), ADDRESS: 56461 180th St., Ames, Iowa 50010-9451, do(es) hereby warrant and convey unto **Interstate Power and Light Company, an Iowa Corporation**, its successor and assigns, (“Grantee”) a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, expand, operate, repair, patrol and remove an underground electric and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixtures, appurtenances and equipment, (including associated surface mounted equipment) and construction (collectively, the “Line” or “Lines”) for transmitting electricity, communications and all corporate purposes of Grantee together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, under, and across the following described lands located in the County of Story and the State of Iowa:

See Attached Exhibit A, (pages 3-10)

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, expansion, operation, repair, use of the Line or Lines.

Grantee, its contractor, or agent may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to the Line or Lines, under lands now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing and removing the Line or Lines, and the Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, maintaining, expanding, operating, patrolling, repairing or removing the Line or Lines.

Project Title: MCDB Zearing FDR Exit & MCDB Roland Fdr Exit 3Mi 3PH 500MCM 1.2Mi Cnvr
ERP Activity ID: WR# 4304568 & 4304544
Tract No.: 3 (cont)
REROW No.:

Signed this 21st day of May, 2024.

GRANTOR(S): Story County, of State of Iowa.

By: [Signature]
LINDA MURKIN, Vice Chair
Print Name and Title

By: _____
Print Name and Title

ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA
COUNTY OF STORY ss:

On this 21st day of MAY, AD. 2024, before me, the undersigned, a Notary Public in and for said State, personally appeared

LINDA MURKIN

to me personally known
or _____ provided to me on the basis of satisfactory evidence

to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARY SEAL [Signature]
(Sign in Ink)
Michelle L. Bellile
(Print/type name)

Notary Public in and for the State of IOWA
My Commission Expires: September 11, 2024

CAPACITY CLAIMED BY SIGNER

- _____ INDIVIDUAL
- _____ CORPORATE
Title(s) of Corporate Officers(s):

- _____ N/A
- _____ Corporate Seal is affixed
- _____ No Corporate Seal procured
- _____ PARTNER(s)
Limited Partnership
- _____ General Partnership
- _____ ATTORNEY-IN-FACT
- _____ EXECUTOR(s),
- _____ ADMINISTRATOR(s),
- _____ or TRUSTEE(s):
- _____ GUARDIAN(s)
- _____ or CONSERVATOR(s)
- _____ OTHER

SIGNER IS REPRESENTING:
List name(s) of persons(s) or entity(ies):
STORY COUNTY



EXHIBIT A



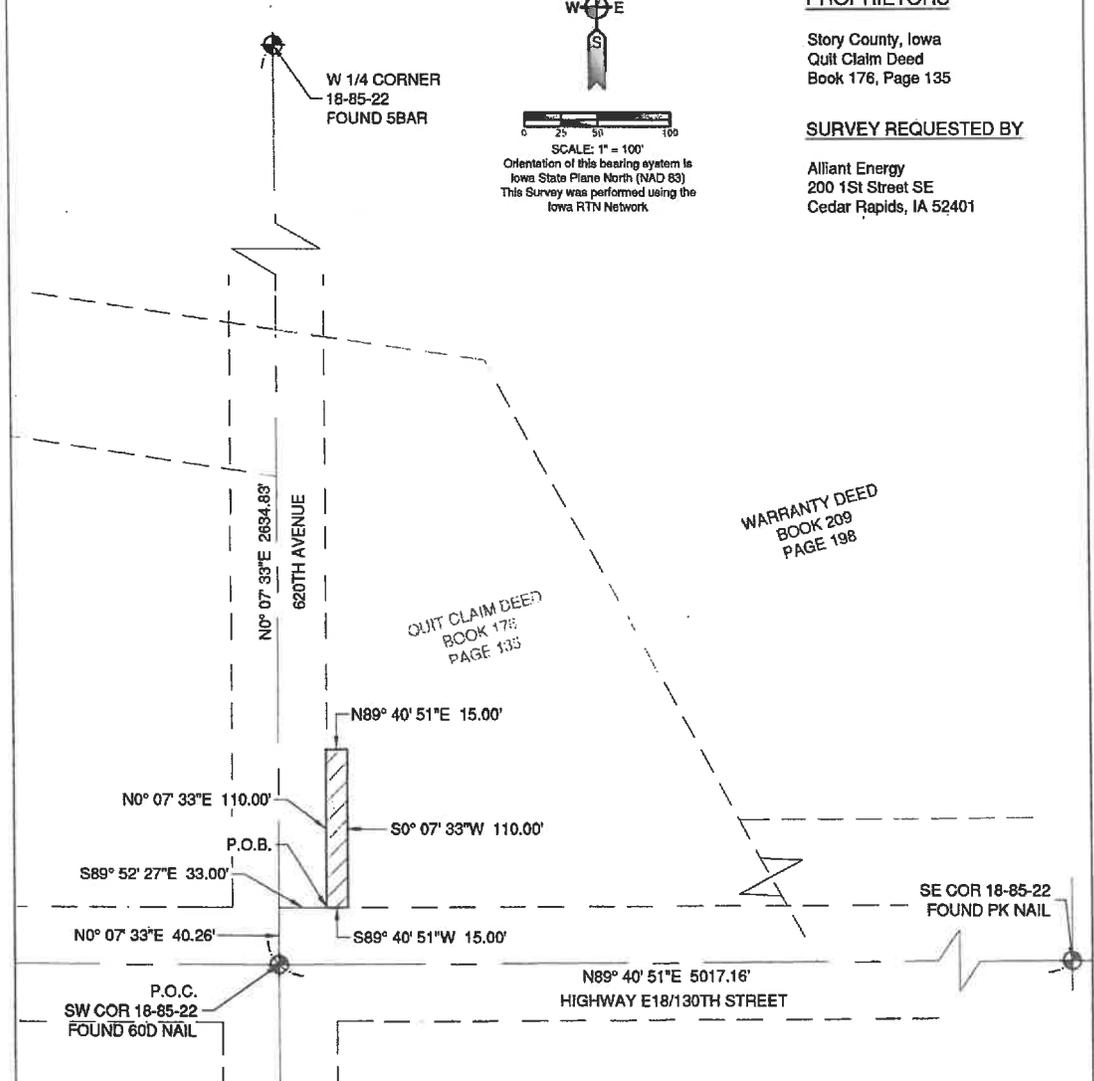
SCALE: 1" = 100'
 Orientation of this bearing system is
 Iowa State Plane North (NAD 83)
 This Survey was performed using the
 Iowa RTN Network

PROPRIETORS

Story County, Iowa
 Quit Claim Deed
 Book 176, Page 135

SURVEY REQUESTED BY

Alliant Energy
 200 1st Street SE
 Cedar Rapids, IA 52401



LEGEND

- ROAD RIGHT OF WAY LINES
- NEW EASEMENT
- EXISTING PARCEL LINES
- SECTION LINE
- CADASTRAL MONUMENT



Cedar Rapids - Sioux Falls - Blomark - Denver - Detroit Lakes - Fargo - Minneapolis
 1455 Sherman Road
 Hiawatha, Iowa 52233
 Phone: 319.288.3000
 Web: www.ulteig.com

EXHIBIT A

Project Number: 23-24271
 Date: 3/26/2024
 Drawn By: JHS
 Approved By: DJK
 Sheets: 1 of 2

EXHIBIT A

PROPRIETORS

Story County, Iowa
Quit Claim Deed
Book 176, Page 135

SURVEY REQUESTED BY

Alliant Energy
200 1st Street SE
Cedar Rapids, IA 52401

PROPERTY DESCRIPTION

A parcel of land in the Southwest Quarter (SW 1/4) of Section 18, Township 85 North, Range 22 West of the 5th P.M., Story County, Iowa, more particularly described as:

All that part of the West 1,839.9 Feet of the Southwest Quarter (SW 1/4) of Section Eighteen (18), Township Eighty-five (85) North, Range Twenty-two (22) West of the 5th P.M., lying South and West of the following described line; Beginning at a point 441 Feet North of the Southwest Corner, Southwest Quarter (SW 1/4) of Section Eighteen (18) on the West line thereof, then to a point 420 Feet North of and 145 Feet East of said Southwest Corner, then to a point 375 Feet East of said Southwest Corner on the South line of said Southwest Quarter (SW 1/4). Also all that portion of the West 1,839.9 Feet of the Southwest Quarter (SW 1/4) of Section Eighteen (18) lying South of a line 100 Feet North of and parallel to the South line of said West 1,839.9 Feet of the Southwest Quarter (SW 1/4) and which is not included in the preceding description. The South line of said Southwest Quarter (SW 1/4) is assumed to bear due East. Subject to the reservation of an easement approximately 30 Feet wide commencing approximately 1450 Feet East of the Southwest Corner of the Southwest Quarter (SW 1/4) of said Section Eighteen (18), for the purpose of ingress and egress.
As described in Quit Claim Deed filed in Book 176 Page 135 in the Office of the Recorder, Story County, Iowa.

EASEMENT DESCRIPTION

A tract of land for easement purposes on, over and the above described property, more particularly described as:

Commencing at a 60D nail marking the Southwest corner of Section 18;
thence along the West line of Southwest Quarter of said Section 18, N0° 07' 33"E, 40.26 feet;
thence S89° 52' 27"E, 33.00 feet to a point on the East Right-of-Way line of 620th Avenue and the TRUE POINT OF BEGINNING;
thence along said Right-of-Way line, N 0°07'33" E, 110.00 feet;
thence N 89°40'51" E, 15.00 feet;
thence S 0°07'33" W, 110.00 feet to a point on the North Right-of-way line of Highway E18;
thence along said Right-of-Way line, S 89°40'51" W, 15.00 feet to the TRUE POINT OF BEGINNING;
Containing 1650.00 square feet (0.04 acres), more or less.

I hereby certify that this Land Surveying Document was prepared by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

D.J. Kwater 4/19/2024
Douglas J. Kwater Date

Iowa license number 23712
License renewal date is December 31, 2025



Cedar Rapids - Sioux Falls - Blomark - Denver - Detroit Lakes - Fargo - Minneapolis
1455 Sherman Road
Hiawatha, Iowa 52233
Phone: 319.286.3000
Web: www.ulteig.com

EXHIBIT A

Project Number: 23-24271
Date: 3/26/2024
Drawn By: JHS
Approved By: DJK
Sheets: 2 of 2

LEGEND

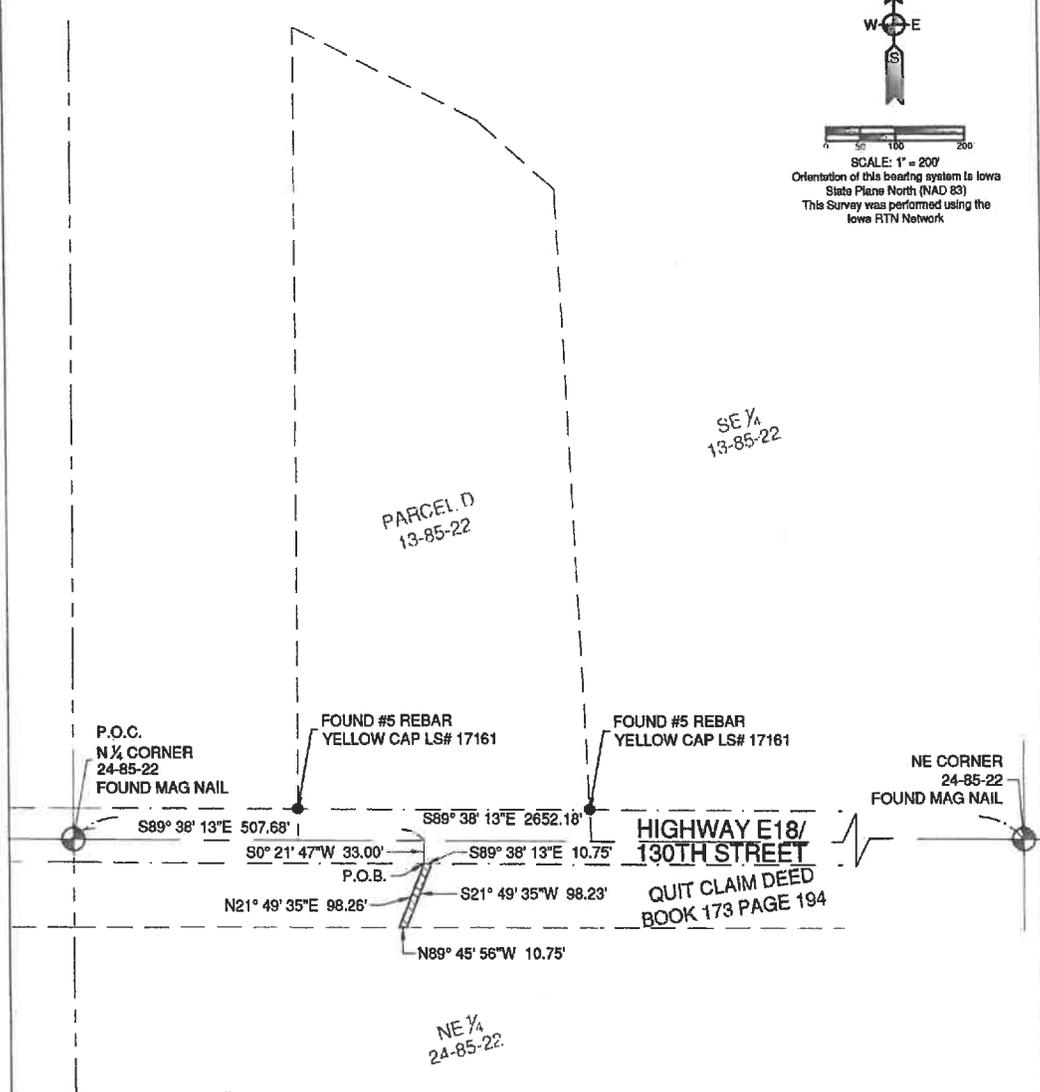
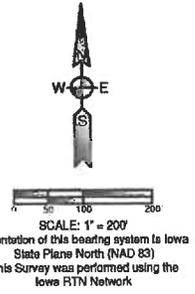
- ROAD RIGHT OF WAY LINES
- ▨ NEW EASEMENT
- SECTION LINE
- - - QUARTER SECTION LINE
- - - - - LOT LINE
- ⊕ FOUND SECTION CORNER AS NOTED
- FOUND SURVEY MONUMENT AS NOTED

OWNERS

Story County, Iowa
Quit Claim Deed
Book 173, Page 194

SURVEY REQUESTED BY

Alliant Energy
200 1st Street SE
Cedar Rapids, IA 52401



Cedar Rapids - Sioux Falls - Steamboat - Denver - Detroit Lakes - Fargo - Minneapolis
1455 Sherman Road
Hiawatha, Iowa 52233
Phone: 319.286.3000
Web: www.ulteig.com

EXHIBIT A

Project Number: 22.22597
Date: 4/1/2024
Drawn By: JHS
Approved By: DJK
Sheets: 1 of 2

OWNERS

Story County, Iowa
Quit Claim Deed
Book 173, Page 194

SURVEY REQUESTED BY

Alliant Energy
200 1st Street SE
Cedar Rapids, IA 52401

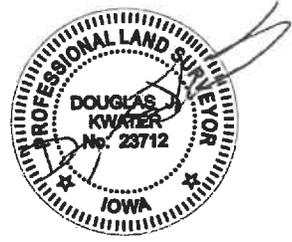
PROPERTY DESCRIPTION

A strip of land 100 feet in width extending over and across: the South Half of the Southwest Quarter, and the Southwest Quarter of the Southeast Quarter, of Section 18; the North Half of the Northeast Quarter, and the Northeast Quarter of the Northwest Quarter, of Section 19; the North Half of the North Half of Section 20; the North Half of the North Half of Section 21; the North Half of the North Half of Section 22; the North Half of the North Half of Section 23; the North Half of the North Half of Section 24; said Strip being 50 feet in width on each side of the center line of the main track (now Removed) of the Iowa Central and North Western Railway Company (later the Minneapolis & St. Louis Railway Company, now the Chicago and North Western Transportation Company, as said main track center line was originally located and established over and across said Sections 18, 19, 20, 21, 22, 23 and 24, all in Township 85 North, Range 22 West of the Fifth Principal Meridian. Except that part in the North Half of the Northwest Quarter of said Section 22, which lies Easterly of a line parallel with and distant 50 feet Westerly, measured at right angles from the center line of the main track of the Chicago, Rock Island and Pacific Railroad Company.
ALSO that part of the North Half of the Northeast Quarter of Section 22, Township 85 North, Range 22 West of the Fifth Principal Meridian, bounded and described as follows: Beginning at a point on the North and South Quarter line of said Section 22, distant 133 feet Southerly of the North Quarter corner of said Section; thence Easterly parallel with the North line of said Section, a distance of 717.75 feet; thence Northerly parallel with said North and South Quarter line, a distance of 50 feet, more or less, to a point distant 50 feet Southerly, measured at right angles, from the South line of Second Street; thence Easterly parallel with said South line of Second Street; thence Easterly parallel with said South line of Second Street, a distance of 1,185 feet, more or less, to a point on the West line of "A" Street; thence Southerly, measured at right angles, from the center line of the main track (now removed) of the Chicago and North Western Transportation Company (formerly the Minneapolis & St. Louis Railway Company), as said main track was located prior to its removal; thence Easterly parallel with said (former) main track center line, a distance of 66 feet, more or less, to a point on the East line, or the Northerly extension thereof, of said "A" Street, a distance of 25 feet, more or less, to a point distant 133 feet Southerly, measured at right angles, from the North line of said Section 22; thence Easterly parallel with the North line of said Section 22, a distance of 660 feet, more or less, to a point on the East line of said Section 22; thence Northerly along said East line of Section 22, a distance of 100 feet, more or less, to a point distant 33 feet Southerly, measured at right angles, from the North line of said Section 22; thence Westerly parallel with said North line, said parallel line being (partly) the South line of said Second Street, a distance of 2,610 feet, more or less, to a point on the North and South Quarter line of said Section 22; thence Southerly along said North and South Quarter line, a distance of 100 feet, more or less, to the point of beginning. EXCEPT that part which lies Westerly of a line parallel with and distant 50 feet Easterly, measured at right angles, from the center line of the main track of the Chicago, Rock Island and Pacific Railroad Company.
As described in Quit Claim Deed filed as Book 173, Page 194 in the Office of the Recorder, Story County, Iowa.

EASEMENT DESCRIPTION

A tract of land for easement purposes on, over and the across the above described property, more particularly described as;
Commencing at a Mag Nail marking the North Quarter corner of Section 24, Township 85 North, Range 22 West of the Fifth Principal Meridian; thence along the North line of the Northeast Quarter of said Section 24, S 89°38'13" E, 507.68 feet;
thence S 0°21'47" W, 33.00 feet to a point on the South Right-of-Way of Highway E18 and the TRUE POINT OF BEGINNING;
thence along said Right-of-Way, S 89°38'13" E, 10.75 feet;
thence S 21°49'35" W, 98.23 feet to a point on the South line of the former railroad property described in the quit claim deed in book 173 page 194;
thence along said South line, N 89°45'56" W, 10.75 feet;
thence N 21°49'35" E, 98.26 feet to a point on the South Right-of-Way of Highway E18 and the POINT OF BEGINNING;
Containing 982.43 square feet (0.02 acres), more or less

I hereby certify that this Land Surveying Document was prepared by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.
Douglas J. Kwater 4/3/2024
Douglas J. Kwater Date



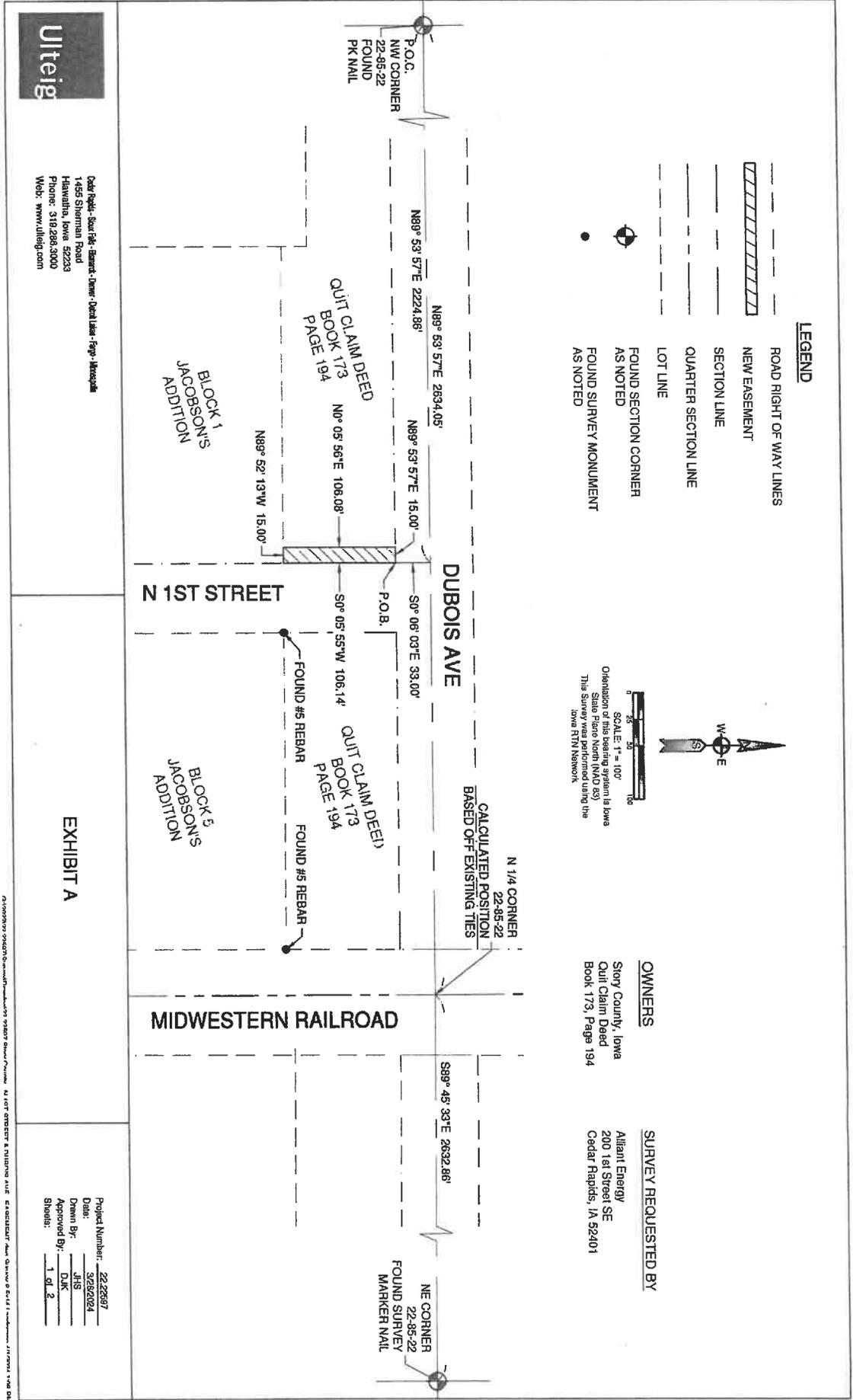
Iowa license number 23712
License renewal date is December 31, 2025



Cedar Rapids - Sioux Falls - Blomont - Desver - Detroit Lakes - Fargo - Minneapolis
1455 Sherman Road
Hawatha, Iowa 52233
Phone: 319.286.9000
Web: www.ulteig.com

EXHIBIT A

Project Number: 22-22597
Date: 4/1/2024
Drawn By: JHS
Approved By: DJK
Sheets: 2 of 2



LEGEND

- ROAD RIGHT OF WAY LINES
- NEW EASEMENT
- SECTION LINE
- QUARTER SECTION LINE
- LOT LINE
- FOUND SECTION CORNER
- AS NOTED
- FOUND SURVEY MONUMENT
- AS NOTED



Orientation of this system is true
 Station Data North (NAD 83)
 This Survey was performed using the
 Iowa RTN Network



OWNERS

Story County, Iowa
 Quit Claim Deed
 Book 173, Page 194

SURVEY REQUESTED BY

Alliant Energy
 200 1st Street SE
 Cedar Rapids, IA 52401

Ulteig

Cedar Rapids - Story Co. - Board - Owner - Deed - Lien - Easement - Easement - Easement
 1455 Sherman Road
 Hawaithi, Iowa 52233
 Phone: 319.286.3000
 Web: www.ulteig.com

EXHIBIT A

Project Number: 2222897
 Date: 3/29/2024
 Drawn By: JHS
 Approved By: DAK
 Sheets: 1 of 2

20250929 09:02:05 \\s:\work\2222897\2222897.dwg 22-95-22 N 1/4 CORNER & TURNING AVE & EXHIBIT A - Survey & Plat 1 - 11/19/24 1:08:04 PM

OWNERS

Story County, Iowa
Quit Claim Deed
Book 173, Page 194

SURVEY REQUESTED BY

Alliant Energy
200 1st Street SE
Cedar Rapids, IA 52401

PROPERTY DESCRIPTION

A strip of land 100 feet in width extending over and across: The North Half of the Northwest Quarter of Section 22 Township 85 North, Range 22 West of the Fifth Principal Meridian; ALSO that part of the North Half of the Northeast Quarter of Section 22, Township 85 North, Range 22 West of the Fifth Principal Meridian, bounded and described as follows: Beginning at a point on the North and South Quarter line of said Section 22, distant 133 feet Southerly of the North Quarter corner of said Section; thence Easterly parallel with the North line of said Section, a distance of 717.75 feet; thence Northerly parallel with said North and South Quarter line, a distance of 50 feet, more or less, to a point distant 50 feet Southerly, measured at right angles, from the South line of Second Street; thence Easterly parallel with said South line of Second Street; thence Easterly parallel with said South line of Second Street; thence Southerly, measured at right angles, from the center line of the main track (now removed) of the Chicago and North Western Transportation Company (formerly the Minneapolis & St. Louis Railway Company), as said main track was located prior to its removal; thence Easterly parallel with said (former) main track center line, a distance of 66 feet, more or less, to a point on the East line, or the Northerly extension thereof, of said "A" Street, a distance of 25 feet, more or less, to a point distant 133 feet Southerly, measured at right angles, from the North line of said Section 22; thence Easterly parallel with the North line of said Section 22, a distance of 660 feet, more or less, to a point on the East line of said Section 22; thence Northerly along said East line of Section 22, a distance of 100 feet, more or less, to a point distant 33 feet Southerly, measured at right angles, from the North line of said Section 22; thence Westerly parallel with said North line, said parallel line being (partly) the South line of said Second Street, a distance of 2,610 feet, more or less, to a point on the North and South Quarter line of said Section 22; thence Southerly along said North and South Quarter line, a distance of 100 feet, more or less, to the point of beginning. EXCEPT that part which lies Westerly of a line parallel with and distant 50 feet Easterly, measured at right angles, from the center line of the main track of the Chicago, Rock Island and Pacific Railroad Company.
As described in Quit Claim Deed filed as Book 173, Page 194 in the Office of the Recorder, Story County, Iowa.

EASEMENT DESCRIPTION

A tract of land for easement purposes on, over and the across the above described property, more particularly described as;

Commencing at a PK Nail marking the Northwest corner of Section 22, Township 85 North, Range 22 West of the Fifth Principal Meridian; thence along the North line of the Northwest Quarter of said Section 22, N 89°53'57" E, 2224.86 feet; thence S 0°06'03" W, 33.00 feet to the Intersection of the South Right-of-Way line of Dubois Avenue and the West Right-of-Way line of North 1st Street, same being the TRUE POINT OF BEGINNING;
thence along said West Right-of-Way line, S 0°05'55" W, 106.14 feet to the North line of Block 1 of Jacobson's Addition to McCallsburg, Iowa;
thence along said North line, N 89°52'13" W, 15.00 feet;
thence N 0°05'56" E, 106.08 feet to the South Right-of-Way line of Dubois Avenue;
thence along said Right-of-Way line N 89°53'57" E, 15.00 feet to the West Right-of-Way line of N 1st Street and to the POINT OF BEGINNING;
Containing 1591.66 square feet (0.04 acres), more or less

I hereby certify that this Land Surveying Document was prepared by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Douglas J. Kwater 4/3/2024
Date

Iowa license number 23712
License renewal date is December 31, 2025



Cedar Rapids - Sioux Falls - Bismarck - Denver - Detroit Lakes - Fargo - Minneapolis
1455 Sherman Road
Hiawatha, Iowa 52233
Phone: 319.266.3000
Web: www.ulteig.com

EXHIBIT A

Project Number: 22-22597
Date: 03/26/2024
Drawn By: JHS
Approved By: D.K.
Sheets: 2 of 2

OWNERS

Story County, Iowa
Quit Claim Deed
Book 173, Page 194

SURVEY REQUESTED BY

Alliant Energy
200 1st Street SE
Cedar Rapids, IA 52401

PROPERTY DESCRIPTION

A strip of land 100 feet in width extending over and across: The North Half of the Northwest Quarter of Section 22 Township 85 North, Range 22 West of the Fifth Principal Meridian; ALSO that part of the North Half of the Northeast Quarter of Section 22, Township 85 North, Range 22 West of the Fifth Principal Meridian, bounded and described as follows: Beginning at a point on the North and South Quarter line of said Section 22, distant 133 feet Southerly of the North Quarter corner of said Section; thence Easterly parallel with the North line of said Section, a distance of 717.75 feet; thence Northerly parallel with said North and South Quarter line, a distance of 50 feet, more or less, to a point distant 50 feet Southerly, measured at right angles, from the South line of Second Street; thence Easterly parallel with said South line of Second Street; thence Easterly parallel with said South line of Second Street; thence Easterly parallel with said South line of Second Street; thence Easterly parallel with said South line of Second Street; thence Southerly, measured at right angles, from the center line of the main track (now removed) of the Chicago and North Western Transportation Company (formerly the Minneapolis & St. Louis Railway Company), as said main track was located prior to its removal; thence Easterly parallel with said (former) main track center line, a distance of 68 feet, more or less, to a point on the East line, or the Northerly extension thereof, of said "A" Street, a distance of 25 feet, more or less, to a point distant 133 feet Southerly, measured at right angles, from the North line of said Section 22; thence Easterly parallel with the North line of said Section 22, a distance of 680 feet, more or less, to a point on the East line of said Section 22; thence Northerly along said East line of Section 22, a distance of 100 feet, more or less, to a point distant 33 feet Southerly, measured at right angles, from the North line of said Section 22; thence Westerly parallel with said North line, said parallel line being (partly) the South line of said Second Street, a distance of 2,610 feet, more or less, to a point on the North and South Quarter line of said Section 22; thence Southerly along said North and South Quarter line, a distance of 100 feet, more or less, to the point of beginning. EXCEPT that part which lies Westerly of a line parallel with and distant 50 feet Easterly, measured at right angles, from the center line of the main track of the Chicago, Rock Island and Pacific Railroad Company.
As described in Quit Claim Deed filed as Book 173, Page 194 in the Office of the Recorder, Story County, Iowa.

EASEMENT DESCRIPTION

A tract of land for easement purposes on, over and the across the above described property, more particularly described as:

Commencing at a Survey Marker Nail marking the Northeast corner of Section 22, Township 85 North, Range 22 West of the Fifth Principal Meridian; thence along the North line of the Northeast Quarter of said Section 22, N 89°45'33" E, 291.17 feet;
thence S 0°14'27" W, 33.00 feet to a point on the South Right-of-Way line of Dubois Avenue and the TRUE POINT OF BEGINNING;
thence S 0°14'25" E, 89.00 feet to the South line of the former railroad property described in the quit claim deed in book 173 page 194;
thence along said South line, N 89°45'33" W, 10.00 feet;
thence N 0°14'25" W, 89.00 feet to the South Right-of-Way line of Dubois Avenue;
thence along said Right-of-Way line, S 89°45'33" E, 10.00 feet to the POINT OF BEGINNING;
Containing 890.00 square feet (0.02 acres), more or less

I hereby certify that this Land Surveying Document was prepared by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Douglas J. Kwater 4/3/2024
Douglas J. Kwater Date

Iowa license number 23712
License renewal date is December 31, 2025



Dexter Rapids - Sioux Falls - Stamenz - Denver - Detroit Lakes - Fargo - Minneapolis
1455 Sherman Road
Hawtho, Iowa 52233
Phone: 319.266.3000
Web: www.ulteig.com

EXHIBIT A

Project Number: 22-22597
Date: 4/1/2024
Drawn By: JHS
Approved By: DJK
Sheets: 2 of 2

- LEGEND**
- ROAD RIGHT OF WAY LINES
 - NEW EASEMENT
 - SECTION LINE
 - QUARTER SECTION LINE
 - LOT LINE
 - FOUND SECTION CORNER AS NOTED
 - FOUND SURVEY MONUMENT AS NOTED



Orientation of the bearing system is Iowa State Plane South (FSD 85)
This Survey was performed using the Iowa ITN Network



OWNERS
Story County, Iowa
Quit Claim Deed
Book 173, Page 194

SURVEY REQUESTED BY
Alliant Energy
200 1st Street SE
Cedar Rapids, IA 52401

PARCEL B
17-85-22

NW CORNER
20-85-22
FOUND PK NAIL

HIGHWAY E18/
130TH STREET

N89° 59' 42"W 2651.97'

QUIT CLAIM DEED
BOOK 173 PAGE 194

NW 1/4
20-85-22

N89° 59' 42"W 55.79'

S89° 59' 42"E 10.00'

N0° 00' 38"W 92.14'

S89° 49' 28"W 10.00'

P.O.B.

S0° 00' 18"W 33.00'

S0° 00' 38"E 92.11'

P.O.C.
NE 1/4 CORNER
20-85-22
FOUND PK NAIL

NE 1/4
20-85-22

Ulteig

Cedar Rapids - Stuart City - Des Moines - Davenport - Iowa City - Keosauqua
1455 Sherman Road
Hawortha, Iowa 52238
Phone: 319.266.3000
Web: www.ultieg.com

EXHIBIT A

Project Number: 22-22805
Date: 4/25/2024
Drawn By: JHS
Approved By: DK
Sheets: 1 of 2

OWNERS

Story County, Iowa
Quit Claim Deed
Book 173, Page 194

SURVEY REQUESTED BY

Alliant Energy
200 1st Street SE
Cedar Rapids, IA 52401

PROPERTY DESCRIPTION

A strip of land 100 feet in width extending over and across: the South Half of the Southwest Quarter, and the Southwest Quarter of the Southeast Quarter, of Section 18; the North Half of the Northeast Quarter, and the Northeast Quarter of the Northwest Quarter, of Section 19; the North Half of the North Half of Section 20; the North Half of the North Half of Section 21; the North Half of the North Half of Section 22; the North Half of the North Half of Section 23; the North Half of the North Half of Section 24; said Strip being 50 feet in width on each side of the center line of the main track (now Removed) of the Iowa Central and North Western Railway Company (later the Minneapolis & St. Louis Railway Company, now the Chicago and North Western Transportation Company, as said main track center line was originally located and established over and across said Sections 18, 19, 20, 21, 22, 23 and 24, all in Township 85 North, Range 22 West of the Fifth Principal Meridian. Except that part in the North Half of the Northwest Quarter of said Section 22, which lies Easterly of a line parallel with and distant 50 feet Westerly, measured at right angles from the center line of the main track of the Chicago, Rock Island and Pacific Railroad Company.

ALSO that part of the North Half of the Northeast Quarter of Section 22, Township 85 North, Range 22 West of the Fifth Principal Meridian, bounded and described as follows: Beginning at a point on the North and South Quarter line of said Section 22, distant 133 feet Southerly of the North Quarter corner of said Section; thence Easterly parallel with the North line of said Section, a distance of 717.75 feet; thence Northerly parallel with said North and South Quarter line, a distance of 50 feet, more or less, to a point distant 50 feet Southerly, measured at right angles, from the South line of Second Street; thence Easterly parallel with said South line of Second Street; thence Easterly parallel with said South line of Second Street, a distance of 1,185 feet, more or less, to a point on the West line of "A" Street; thence Southerly, measured at right angles, from the center line of the main track (now removed) of the Chicago and North Western Transportation Company (formerly the Minneapolis & St. Louis Railway Company), as said main track was located prior to its removal; thence Easterly parallel with said (former) main track center line, a distance of 66 feet, more or less, to a point on the East line, or the Northerly extension thereof, of said "A" Street, a distance of 25 feet, more or less, to a point distant 133 feet Southerly, measured at right angles, from the North line of said Section 22; thence Easterly parallel with the North line of said Section 22, a distance of 660 feet, more or less, to a point on the East line of said Section 22; thence Northerly along said East line of Section 22, a distance of 100 feet, more or less, to a point distant 33 feet Southerly, measured at right angles, from the North line of said Section 22; thence Westerly parallel with said North line, said parallel line being (partly) the South line of said Second Street, a distance of 2,610 feet, more or less, to a point on the North and South Quarter line of said Section 22; thence Southerly along said North and South Quarter line, a distance of 100 feet, more or less, to the point of beginning. EXCEPT that part which lies Westerly of a line parallel with and distant 50 feet Easterly, measured at right angles, from the center line of the main track of the Chicago, Rock Island and Pacific Railroad Company.

As described in Quit Claim Deed filed as Book 173, Page 194 in the Office of the Recorder, Story County, Iowa.

EASEMENT DESCRIPTION

A tract of land for easement purposes on, over and the across the above described property, more particularly described as:

Commencing at a Mag Nail marking the North Quarter corner of Section 20, Township 85 North, Range 22 West of the Fifth Principal Meridian; thence along the North line of the Northwest Quarter of said Section 20, N 89°59'42" E, 55.79 feet; thence S 0°00'18" W, 33.00 feet to a point on the South Right-of-Way of Highway E18 and the TRUE POINT OF BEGINNING; thence S 0°00'38" E, 92.11 feet to a point on the South line of the former railroad property described in the quit claim deed in book 173 page 194; thence along said South line, S 89°49'28" W, 10.00 feet; thence N 0°00'38" W, 92.14 feet to a point on the South Right-of-Way line of Highway E18; thence along said South Right-of-Way line S 89°59'42" E, 10.00 feet to the POINT OF BEGINNING; Containing 921.27 square feet (0.02 acres), more or less

I hereby certify that this Land Surveying Document was prepared by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Douglas J. Kwatek 4/25/2024
Douglas J. Kwatek Date

Iowa license number 23712
License renewal date is December 31, 2025



Cedar Rapids - Sioux Falls - Bloomer - Denver - Detroit Lakes - Fargo - Minneapolis
1455 Sherman Road
Hiawatha, Iowa 52233
Phone: 319.286.3000
Web: www.ultieg.com

EXHIBIT A

Project Number: 22-22605
Date: 4/25/2024
Drawn By: JHS
Approved By: DJK
Sheets: 2 of 2

**RESOLUTION NO. 24-80
APPROPRIATIONS AMENDMENT**

WHEREAS, Resolution No. 23-103 dated June 27, 2023 set appropriations by department for Fiscal Year 2024, and

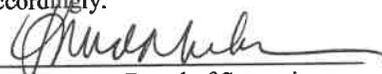
WHEREAS, Resolution No. 24-19 dated September 5, 2023 amended appropriations by department for Fiscal Year 2024, and

WHEREAS, Resolution No. 24-21 dated September 12, 2023 amended appropriations by department for Fiscal Year 2024, and

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Story County, Iowa, to amend department appropriations by the following amounts:

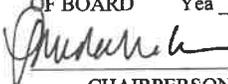
<u>Dept. # & Name</u>	<u>\$ Amount</u>	<u>Dept. # & Name</u>	<u>\$ Amount</u>
02 – Auditor	15,750	04 – Attorney	(65,000)
05 – Sheriff	(95,000)	08 – Animal Control	(33,920)
10 – General Co Betterment	(54,050)	21 – Veteran Affairs	10,962
22 – Conservation Bd	(2,378,290)	23 – Environmental Health	2,000
25 – General Assistance	(16,550)	26 – Group Homes	5,000
50 – Human Serv Center	(44,000)	51 – Facilities Management	(42,000)
52 – Information Technology	(41,500)	53 – Plan & Development	(23,500)
54 – Justice Center Fac	(25,000)	60 – MHDS Services	500
99 – Countywide Services	(5,875,457)		

The above resolution was adopted by the Board of Supervisors of Story County, Iowa, on the 21st day of May, 2024 and the Auditor is directed to correct her books accordingly.


Chairperson, Board of Supervisors

Attest: 
County Auditor

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

ALLOWED BY VOTE
OF BOARD Yea 2 Nay 0 Absent 1
 Above tabulation made by JB
CHAIRPERSON



Story County Conservation Board - McFarland Park 56461 180th 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
From: Michael D. Cox, Director
Date: May 21, 2024
Re: Consideration of Amendment to Offer to Buy Real Estate and Acceptance for a Tract of Land in Section Twenty-Four of Union Township for \$14,009.00.

The attached Amendment to Offer to Buy Real Estate and Acceptance modifies the amount to be purchased by the County. The original Offer contemplated 5.3 acres being purchased but through additional review it was determined that only 1.65 acres was necessary.

The Story County Conservation Board recommends your approval.


Approval

Disapproval

5/21/24
Date

Date

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

STORY COUNTY, IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NO. 24-82

TO ENTER INTO AN AMENDMENT TO OFFER TO BUY REAL ESTATE AND ACCEPTANCE FOR THE PURCHASE OF ONE AND ONE-HALF ACRES M/L IN SECTION 24 UNION TOWNSHIP OWNED BY BETTY B. BULAND REVOCABLE TRUST, AND AUTHORIZE THE SIGNATURE UPON THE AMENDMENT TO OFFER TO BUY REAL ESTATE AND ACCEPTANCE AND ALL OTHER NECESSARY DOCUMENTATION TO EFFECTUATE THE PURCHASE BY THE CHAIRMAN OF THE BOARD OF SUPERVISORS

WHEREAS, the subject property is adjacent to and critical to the operation of the Heart of Iowa Nature Trail,

WHEREAS, the Story County Board of Supervisors of Story County, Iowa that in order acquire an interest in real property, for the purpose and use as a conservation area, will consider an Amendment To Offer to Buy Real Estate and Acceptance between Story County, Iowa and Betty B. Buland Revocable Trust, to purchase the property described above,

WHEREAS, the county has fully considered the Amendment To Offer to Buy Real Estate and Acceptance and finds that it is a necessary step in the process towards the acquisition of property in accordance with Iowa Code 331,

WHEREAS, entering into said Amendment To Offer to Buy Real Estate and Acceptance is advisable,

AND WHEREAS, Story County will be considering the Amendment To Offer to Buy Real Estate and Acceptance on March 21, 2023.

NOW, THEREFORE, IT IS HEREBY RESOLVED, that the county shall enter into the attached Amendment To Offer to Buy Real Estate and Acceptance for the purchase of property described above, and any other necessary documentation to complete the transfer.

IT IS FURTHER RESOLVED the Chairperson of the Board of Supervisors and the Clerk to the Board of Supervisors are authorized and they are hereby directed to certify a copy of this Resolution as the voluntary act and deed of the Board of Supervisors of Story County, Iowa.

Dated this 21 day of May 2024


Chairperson, Board of Supervisors

Attest:


County Auditor

ROLL CALL Latifah Faisal Yea Nay Absent
FOR ALLOWANCE Lisa Heddens Yea Nay Absent
 Linda Murken Yea Nay Absent

ALLOWED BY VOTE
OF BOARD Yea 2 Nay 0 Absent 1


CHAIRPERSON Above tabulation made by SB

Preparer Information: Michael D. Cox, 56461 180th Street, Ames, Iowa 50010, 515-232-2516
Return Document: Michael D. Cox, 56461 180th Street, Ames, Iowa 50010, 515-232-2516

AMENDMENT TO OFFER TO BUY REAL ESTATE AND ACCEPTANCE

This First Amendment is entered into this 14 day of May, 2024 by and between, Story County, Iowa (Buyer), and Betty B. Buland Revocable Trust (Seller), parties to a Offer to Buy Real Estate and Acceptance (Purchase Agreement) dated March 21, 2023 concerning certain real Property legally described in **Exhibit A** attached hereto (**page 3**) incorporated by this reference.

This Amendment is made to re-designate the area to be purchased by Story County.

WHEREAS, the original Purchase Agreement described approximately 5.3 acres to be sold to Buyer at a price of \$45,000;

WHEREAS, through survey it was determined that only 4.95 acres of the would be purchased; and

WHEREAS, through abstract development it was determined that Buyer currently owns approximately 3.3 acres of the 4.95 acres;

WHEREAS, the Amendment will reduce the amount to be sold to Buyer to 1.65 acres described on **Exhibit B**, and legally described as:

Parcel "D" a part of the South Half (S1/2) of the Southwest Quarter (SW1/4) of Section Twenty-Four (24), Township Eighty-Two (82) North, Range Twenty-Three (23) West of the 5th P.M., Story County, Iowa, as shown on the Plat of Survey recorded on April 5, 2023, as Inst. No. 23-01962, except that part of Parcel "D" described as all of that part of the South half of the South half of the Southwest Quarter (S1/2 S1/2 SW1/4) of Section Twenty-four (24) Township Eighty-two (82) North Range Twenty-three (23) West lying between the present right of way of the C.M. and St. P. Ry. Co. and a line extending from

a point on north line of said subdivision which is distant 268 feet easterly from said north right of way line to a point on the south line of said subdivision which is distant 172 feet easterly from said north right of way line, containing three and 30/100 acres.

Now therefore, Buyer and Seller hereby amend the Purchase Agreement by:

1. Changing the described real estate to 1.65 acres as illustrated on **Exhibit B.**
2. Changing the purchase price to \$14,009.00

Buyer and Seller agree that this amendment does not affect the Purpose of the Purchase Agreement. All other terms and conditions of the Purchase Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, Buyer and Seller have executed this Amendment to the Offer to Buy Real Estate and Acceptance on this 14 day of May, 2024.

SELLER

Betty B Buland Revocable Trust

By: Betty Buland
Betty B Buland, Trustee

Date: 5-14-2024

BUYER

Story County, Iowa

By: Lisa Heddens
Lisa Heddens, ^{vice} Chair, Story County Board of Supervisors

Date: 5/21/24

Exhibit A

OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: Betty B. Buland Revocable Trust

Story County, Iowa (the "BUYER") hereby offers to buy, and Betty B. Buland Revocable Trust (the "SELLER") by its acceptance agrees to sell, a portion of the real property situated east of Cambridge, Iowa, locally known as: Parcel Identification Number 1424300300

Bare ground, approximately 5.3 acres with exact description to be determined by abstract and new plat of survey (the "Property"),

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYER, on possession, is permitted to use the Property for any lawful purpose.

1. **PURCHASE PRICE.** The Purchase Price shall be \$45,000.00 and the method of payment shall be as follows: Purchase price shall be paid in full at the time of closing with funds received from County General Fund of the Buyer.

2. **REAL ESTATE TAXES.** BUYER shall pay all taxes if any, currently due and payable for the Property and any unpaid real estate taxes payable in prior years. Buyer shall pay all subsequent real estate taxes for the Property.

3. **POSSESSION AND CLOSING.** If BUYER timely performs all obligations, possession of the Property shall be delivered to Buyer at Closing. This transaction shall be considered final upon the recording of the title transfer documents and receipt of all funds due at closing from BUYER under the Agreement.

4. **CONDITION OF PROPERTY.** The property as of the date of this Agreement, including buildings, grounds, and all improvements, will be preserved by the SELLERS in its present condition until possession, ordinary wear and tear excepted.

5. **ABSTRACT AND TITLE.** SELLERS, shall promptly obtain an abstract of title to the Property continued through the date of acceptance of this Agreement, and deliver it to BUYERS' attorney for examination. The BUYER shall pay the cost of the abstract preparation. The Abstract shall show marketable title in SELLER in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. SELLER shall inform BUYER of any defects in title when known to SELLER. SELLER shall make every reasonable effort to cure any defects noted in The Abstract of Title. If closing is delayed, due to a defect in title, BUYER and SELLER agree that either may serve the other with written notice of the intent to rescind the agreement. The abstract shall become the property of BUYER when the Purchase Price is paid in full. SELLER shall pay the costs of any additional abstracting and title work due to any act or omission of SELLER.

6. **SURVEY.** If a survey is required under Iowa Code Chapter 354, or city or county ordinances, BUYER shall pay the costs thereof. The SELLER currently owns the property

which contains 33.71 acres, the SELLER intends to convey and the BUYER intends to purchase approximately 5.3 acres. A plat of survey will be required to divide the subject property into two parcels. If the survey shows an encroachment on the Property or if any improvements located on the Property encroach on lands of others, the encroachments shall be treated as a title defect.

7. **ENVIRONMENTAL MATTERS.** SELLERS warrant to the best of its knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLERS have done nothing to contaminate the Property with hazardous wastes or substances. SELLERS shall also provide to BUYERS at Closing with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed herein.

8. **DEED.** Upon payment of the Purchase Price, SELLERS shall convey the Property to BUYERS by warranty deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by BUYERS.

9. **REMEDIES OF THE PARTIES.** BUYER and SELLER are entitled to utilize any and all other remedies or actions at law or in equity available to them, including without limitation an action for specific performance and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

10. **GENERAL PROVISIONS.** In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLERS and BUYERS. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

11. **JOINDER BY SELLER'S SPOUSE.** SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this Agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the deed or real estate contract for this purpose.

12. **NO REAL ESTATE AGENT OR BROKER.** Neither party has used the service of a real estate agent or broker in connection with this transaction.

13. **CERTIFICATION.** Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or

transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

14. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

15. **ADDITIONAL PROVISIONS.** Notwithstanding any other terms or provisions of this Agreement to the contrary, the following additional provisions shall be included in and form part of this Agreement of the parties:

(a) **IOWA CODE SECTION 331.** It is expressly acknowledged by the SELLER that BUYER shall have no obligation to close the transaction contemplated by this Agreement unless and until all its obligations expressed in Iowa Code Section §331 have been satisfied.

(b) **CONDITIONAL USE PERMIT AND LAND DIVISION.** In addition to the other contingencies set forth in this Agreement, BUYER'S obligation to close this transaction is contingent on the successful division of the land to create the new 5.3 acre ml parcel for purchase. BUYER agrees to use good faith efforts as may be reasonably necessary and appropriate to enable BUYER to satisfy the foregoing contingency.

(c) **CLOSING COSTS.** BUYER agrees to pay all closing costs associated with this transaction, including, but not limited to appraisal, survey, abstract preparation, legal fees of SELLER (in an amount not to exceed \$4,000.00) and closing and recording costs.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. The signatures below indicate that the signatories are empowered to act on behalf of and legally bind their respective entities.

BETTY B BULAND REVOCABLE TRUST

By: Betty B Buland
Betty B Buland, Trustee

STORY COUNTY, IOWA

By: Latifah Faisal
Latifah Faisal, Chair – Story County
Board of Supervisors
900 – 6th Street, Nevada IA 50201

Dated: 2-28-2023

Dated: 3-21-23

PLAT OF SURVEY

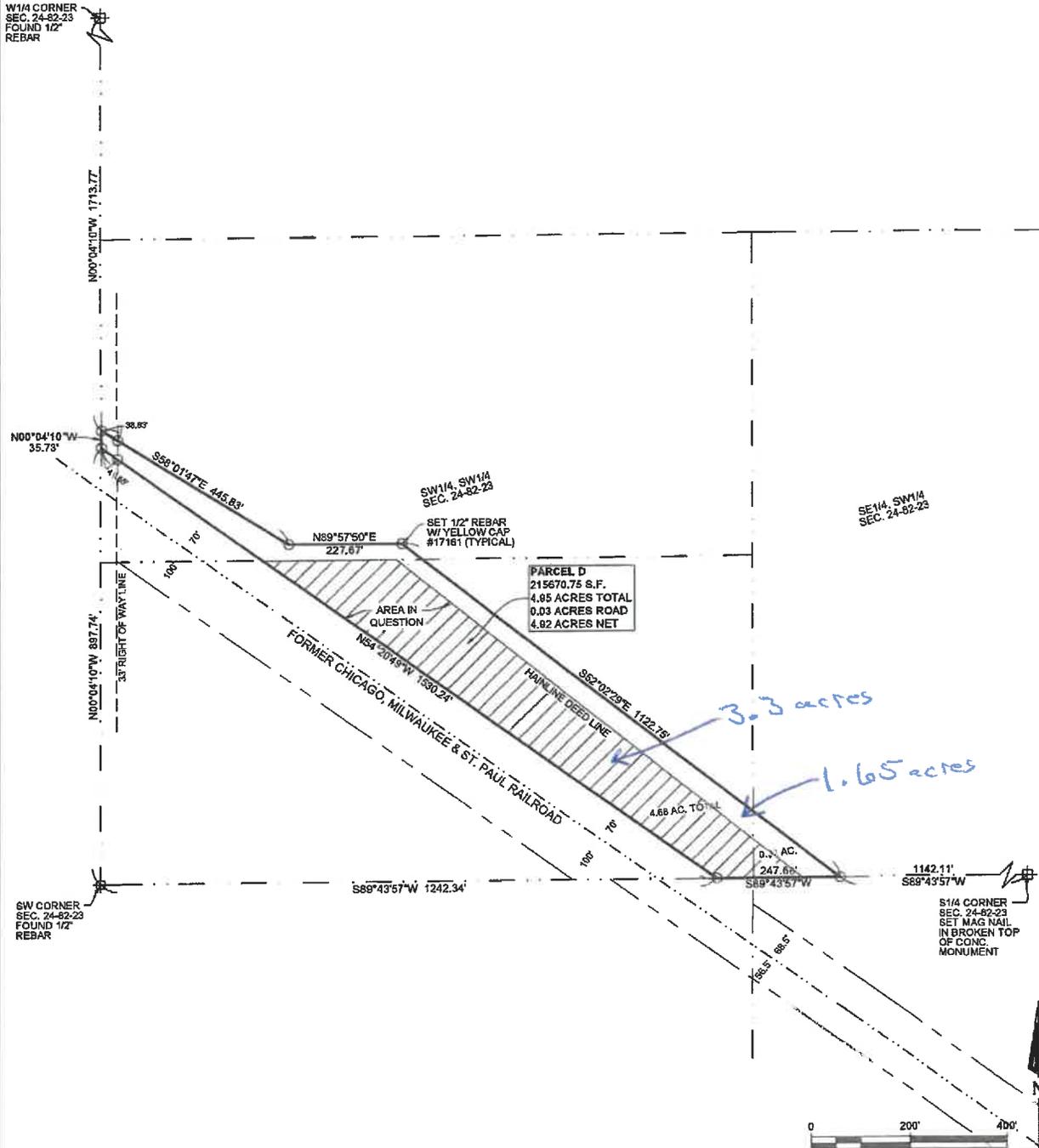
Exhibit B

LOCATION: IN THE S1/2, SW1/4 OF SEC. 24-82-23
STORY COUNTY, IOWA

PROPRIETOR: BETTY B. BULAND REVOCABLE TRUST

REQUESTED BY: MIKE COX, STORY COUNTY CONSERVATION

SURVEYOR: R. BRADLEY STUMBO, PLS #17161
FOX STRAND
AMES, IA 50010
515-233-0000



STRAND
ASSOCIATES

FOX Strand
414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103



Planning and Development Department
Administration Building
900 6th Street, Nevada, Iowa 50201

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

May 16, 2024

~~APPROVED~~ *direction* ~~DENIED~~

Member Initials: ML
Meeting Date: 5/21/24
Follow-up action: _____

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Leanne Lawrie Harter, AICP CFM
Bryce Garman, Communications Assistant
RE: Discussion and Direction on Amendment with the City of Roland ARPA Agreement
DATE: May 16, 2024

The City of Roland is requesting the Board of Supervisors' consideration of modifying the approved project funded through ARPA funds as outlined in the information below. Based on the direction given by the Board to staff, the next steps would be to direct staff to develop an amendment to the agreement or put the request on a future item to take formal action to deny.

The request is to revise the project as follows:

1. *Purchase of a storm basin vacuum truck using the Storm Sewer budget. This truck is used to clean out the storm sewer basins of debris which keeps the storm sewer lines from plugging and keeps sand/grass/leaves/trash/etc. from flowing into the creek. The truck can also be used to vacuum along the curbs to keep this material from entering the storm basin as well.*

(Staff note: the purchase of the storm basin vacuum truck was submitted for reimbursement and has already been paid out using ARPA funds. The action for this amendment clarifies this as an allowable expense.)

2. *There is a possibility that the water main looping projects will be underbudget, so we are asking to be able to use any remaining funds in the Water Main Looping budget to be used towards water main replacement and lead service line replacement in the 200 block of N. Main St. This block has old 6 or 8 inch cast iron pipe and all of the services to buildings that have been found are made of lead. Lead poses significant health risks, especially to children, and would improve the safety of the water distribution system to remove. This is a planned project using City funds, but allowing the City to use the remaining granted funds will ensure that the funds get used completely as well as help stretch the City's money further.*

Please let us know if there are questions we can answer as well.



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May 16, 2024

direction

APPROVED **DENIED**

Board Member Initials: *gmu*

Meeting Date: *5/21/24*

Follow-up action: _____

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Leanne Lawrie Harter, AICP CFM
Bryce Garman, Communications Assistant
RE: Discussion and Direction on Amendment with Home Allies ARPA Agreement
DATE: May 16, 2024

Home Allies is requesting the Board of Supervisors' consideration of modifying the approved project funded through ARPA funds as outlined by the Subrecipient in the information below. Based on the direction given by the Board to staff, the next steps would be to direct staff to develop an amendment to the agreement or put the request on a future item to take formal action to deny.

The request is to revise the project, as outlined in an email from Lauris Olson, President, Home Allies, is below.

Home Allies would like to substitute an already constructed five-plex apartment building at 710 Kellogg Avenue for the proposed 8-plex construction project. We have an accepted purchase offer on 710 Kellogg, with closing set for May 24, 1024. The five apartments (3 one-bedrooms and 2 studio apartments) are already rented at to the general public at fair market rates but will be transitioned to host the same targeted low-income and challenged populations as in the original grant submission. We are still asking for \$25,000 in acquisition and repair costs plus three years of rent subsidy on two of the apartments. The current allowed HUD rent/utilities however, has gone up to \$847 per month.

Please let us know if there are questions we can answer as well.