

The Board of Supervisors met on 5/28/24 at 10:00 a.m. in the Story County Administration Building. Lisa Heddens, Linda Murken, Latifah Faisal, with Heddens presiding. (all audio of meetings available at [storycountyiowa.gov](http://storycountyiowa.gov); any resolution is effective upon signature and can be inspected M-F, 8-4:30, at 900 6<sup>th</sup> Street, Nevada, Iowa)

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

**MINUTES:** 5/21/24 Minutes – Faisal moved, Murken seconded approving the 5/21/24 Minutes as presented. Roll call vote. (MCU)

**PERSONNEL ACTIONS:** 1) new hire, effective 6/3/24, in a) Facilities Management for Arlene Lopez @ \$22.73/hr; 2) pay adjustment, effective 6/2/24, in a) Attorney's Office for Samantha Betz @ \$27.02/hr; b) Planning & Development for Marcus Amman @ \$2,634.08/bw; c) Secondary Roads for Dennis Clatt @ \$34.65/hr; Levi Hansen @ \$3,321.97/bw; Diane Stoeffler @ \$2,453.66/bw; d) Treasurer's Office for Kasey Wirtz @ \$25.72/hr; effective 6/16/24 in a) Sheriff's Office for Andrew Boeckman @ \$3,528.29/bw; Jerri Levri @ \$2,550.37/bw; Anthony Rhoad @ \$3,674.30/bw; b) Treasurer's Office for Ardis Baldwin @ 39.20/lump sum. Murken moved, Faisal seconded approving Personnel Actions as listed. Roll call vote. (MCU)

Faisal moved, Murken seconded approving Consent Agenda as presented.

1. Adopt-a-Road Application Renewal, effective 1/1/24-12/31/24, for Knights of Columbus on Lincoln Highway from S27 (650<sup>th</sup> Avenue) to 670<sup>th</sup> Avenue
2. Contract with Ames Economic Development Commission (AEDC) and Story County for Economic Development Planning Consulting Services, effective 7/1/24- 6/30/25, for \$110,000.00
3. Contract with Ames Economic Development Commission (AEDC) and Story County for Workforce Development Consulting Services, effective 7/1/24-6/30/25, for \$40,000.00
4. FY25 Provider and Program Participation Agreement with Ames Community Preschool Center (ACPC), effective 7/1/24-6/30/25: Daycare-Infant (not to exceed \$10,000.00) \$82.96/full day; Daycare-Children (not to exceed \$27,000.00) \$61.02/full day; Daycare-School Age (not to exceed \$4,876.00) \$18.00/partial day
5. FY25 Provider and Program Participation Agreement with The Community Academy, effective 7/1/24-6/30/25: Out of School Program (not to exceed \$11,300.00) \$68.57/one partial day (three hours)
6. Test Licensing Agreement between Ergometrics and Story County Sheriff's Office for job applicant testing, effective 6/1/24, not to exceed \$1,050.00
7. Request from Youth and Shelter Services (YSS) to transfer funds in the FY24 contract as follows: \$10,000.00 from Substance Use Disorder to Youth Development (\$7,000.00) and to Service Coordination (\$3,000.00)
8. Request from Story Time Childcare Center to transfer \$1,606.00 of FY24 contract funds from Children to Infants
9. Road Closure Resolutions: #24-20 through #24-44
10. Utility Permits: #24-7642, #24-7656
11. Resolution #24-84, Establishing Special Disposal Procedures for Yard Waste due to a Natural Disaster

Roll call vote. (MCU)

**LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE**

**SUPERVISORS:** All Board members reported on upcoming items. Murken provided remarks about the recent storms, the County's debris site, and Federal Emergency Management Agency (FEMA) response.

Murken moved, Faisal seconded to adjourn at 10:05 a.m. Roll call vote. (MCU)

Story County Board of Supervisors  
Tentative Agenda - Limited  
Administration Building,  
900 6th St., Nevada, IA  
5/28/24

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?  
PWD=EERQTXLWVTVNRK5LVGJPMUEZBVR5QT09](https://us02web.zoom.us/j/85664360392?pwd=EERQTXLWVTVNRK5LVGJPMUEZBVR5QT09)

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 MINUTES:
  - I. 5/21/24 Minutes  
  
Department Submitting Auditor
7. CONSIDERATION OF PERSONNEL ACTIONS:
  - I. Action Forms
    - 1) new hire, effective 6/3/24, in a) Facilities Management for Arlene Lopez @ \$22.73/hr; 2) pay adjustment, effective 6/2/24, in a) Attorney's Office for Samantha Betz @ \$27.02/hr; b) Planning & Development for Marcus Amman @ \$2,634.08/bw; c) Secondary Roads for Dennis Clatt @ \$34.65/hr; Levi Hansen @ \$3,321.97/bw; Diane Stoeffler @ \$2,453.66/bw; d) Treasurer's Office for Kasey

Wirtz @ \$25.72/hr; effective 6/16/24 in a) Sheriff's Office for Andrew Boeckman @ \$3,528.29/bw; Jerri Levri @ \$2,550.37/bw; Anthony Rhoad @ \$3,674.30/bw; b) Treasurer's Office for Ardis Baldwin @ 39.20/lump sum

Department Submitting HR

8. 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 Adopt-A-Road Application Renewal Effective 1/1/2024-12/31/2024 For Knights Of Columbus On Lincoln Hwy From S27(650th Ave) To 670th Ave

Department Submitting Engineer

Documents:

AAR KNIGHTS OF COLUMBUS.PDF

- II. Consideration Of Contract With Ames Economic Development Commission (AEDC) And Story County For Economic Development Planning Consulting Services Effective 7/1/24-6/30/25 For \$110,000

Department Submitting Board of Supervisors

Documents:

FY25 ECONOMIC DEVELOPMENT CONTRACT.PDF

- III. Consideration Of Contract With Ames Economic Development Commission (AEDC) And Story County For Workforce Development Consulting Services Effective 7/1/24-6/30/25 For \$40,000

Department Submitting Board of Supervisors

Documents:

FY25 WORKFORCE DEVELOPMENT CONTRACT.PDF

- IV. Consideration Of FY25 Provider And Program Participation Agreement With Ames Community Preschool Center Effective 7/1/24-6/30/25;  
Ames Community Preschool Center - Daycare-Infant (Not to exceed \$10,000) \$82.96/1 Full Day; Daycare-Children (Not to exceed \$27,000) \$61.02/1 Full Day; Daycare-School Age (Not to exceed \$4,876) \$18.00/1 Partial Day

Department Submitting Board of Supervisors

Documents:

ACPC FY25.PDF

- V. Consideration Of FY25 Provider And Program Participation Agreement With The Community Academy Effective 7/1/24-6/30/25;  
The Community Academy - Out of School Program (Not to exceed \$11,300)  
\$68.57/1 Partial Day (3 Hours)

Department Submitting Board of Supervisors

Documents:

CMTY ACAD FY25.PDF

- VI. Consideration Of Licensing Agreement Between Ergometrics And Story County Effective 06/01/2024 Not To Exceed \$1,050

Department Submitting Sheriff

Documents:

ERGOMETRICS.PDF

- VII. Consideration Of Request From The Youth And Shelter Services To Transfer \$10,000 From Substance Use Disorder To Youth Development (\$7,000) And To Service Coordination (\$3,000) FY24 Contract

Department Submitting Board of Supervisors

Documents:

YSS CONTRACT AMENDMENT FY24.PDF

- VIII. Consideration Of Request From Story Time Childcare Center To Transfer \$1,606 From Children To Infants FY24 Contract

Department Submitting Board of Supervisors

Documents:

STCC CONTRACT AMENDMENT FY24.PDF

- IX. Consideration Of Road Closure Resolution(S): #24-20, 24-21, 24-22, 24-23, 24-24, 24-25, 24-26, 24-27, 24-28, 24-29, 24-30, 24-31, 24-32, 24-33, 24-34, 24-35, 24-36, 24-37, 24-38, 24-39, 24-40, 24-41, 24-42, 24-43, 24-44

Department Submitting Engineer

Documents:

RC 24 20.PDF

- X. Consideration Of Utility Permit(S): #24-7642, 24-7656

Department Submitting Engineer

Documents:

UT 24 7642.PDF  
UT 24 7656.PDF

XI. Consideration Of Resolution #24-84, Establishing Special Disposal Procedures For Yard Waste Due To A Natural Disaster

Department Submitting Planning and Development

Documents:

RESOLUTION2484.PDF

9. UPCOMING AGENDA ITEMS:

10. 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.

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

12. 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  
5/28/24

NAME

Greg Philipp  
Sandra King

AGENCY

Ames EDC  
BOS

STORY COUNTY  
837 N Avenue  
Nevada, IA 50201  
515-382-7355

Email: [engineerweb@storycountyiowa.gov](mailto:engineerweb@storycountyiowa.gov)

APPLICATION RENEWAL FOR STORY COUNTY  
ADOPT-A-ROAD LITTER REMOVAL PROGRAM

Permit Number: 2002-01  
Road Name: Lincoln Highway

SPONSOR:

KNIGHTS OF COLUMBUS  
Name of Sponsor (Organization, Group or Individual)

Number of Volunteers: 6

61097 190th St  
Mailing Address (Street, P.O. Box, City, State, Zip Code)

Contact Person	Address	Phone #	Email
<u>Steve Larsen</u>		<u>515-450-1161</u>	

Description of the road for which application is being made:  
Lincoln Highway from S27 (650th) east to 670th Avenue

Number of miles requested for litter removal: 2.0

Approval is hereby requested to enter the County highway right-of-way to perform litter removal on the above described road/roads.

Story County reserves the right to terminate this agreement and remove the Adopt-A-Road signs when in the sole judgment of the County it is found that the sponsor(s) has not met the terms and conditions of this agreement.

This agreement shall remain in force from January 1, 2024 until December 31, 2024.

Knights of Columbus Council #17757 5/16/24  
Applicant Date

By Steven P. Larsen, Recorder

STORY COUNTY APPROVAL

[Signature]  
County Engineer

5-17-24  
Date

[Signature]  
Chair, Story County Board of Supervisors

5-28-24  
Date

The following tentative dates are for your Adopt-A-Road Project location. Alternate date(s) are required to the Engineer's Office prior to clean up date noted date(s) are not used.

Spring clean-up date will be

5/14/24

Fall clean-up will be:

10/8/24

## **CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES**

**THIS AGREEMENT**, made and entered into the 1st day of July, 2024, by and between **STORY COUNTY, IOWA**, an Iowa Municipal Corporation whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, organized and existing pursuant to the laws of the State of Iowa (hereinafter called "County") and the Ames Economic Development Commission, an adjunct of the Ames Chamber of Commerce (hereinafter called "the AEDC") whose mailing address and telephone number is 304 Main Street, Ames, Iowa 50010, telephone 515-232-2310.

### **WITNESSETH THAT:**

**WHEREAS**, the County desires to purchase certain services from said organization in lieu of hiring additional permanent staff and expending additional County funds to accomplish these services;

**NOW, THEREFORE**, the parties hereto have agreed and do agree as follows:

#### **I**

### **PURPOSE AND INTENT**

The purpose of this Agreement is to procure for the County and its citizens in the unincorporated areas of Story County and those communities with 2020 *US Census* population of less than 2,000 persons wholly located in Story County ("Story County and communities") certain economic development-related services as hereinafter described and set out; to establish the methods, procedures, terms and conditions governing payment by the County for such services; and, to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

#### **II**

### **SCOPE OF SERVICES**

A. In consideration for the payment of \$110,000 in accordance with Section III, the AEDC shall provide the following economic development related services to the County and its citizens in the unincorporated areas of Story County and those communities with 2020 *US Census* population of less than 2,000 persons wholly located in Story County ("Story County and communities") during the term of this agreement:

- 1) The AEDC will serve as the lead contact for business representatives hoping to locate in or to expand in Story County and communities. In this capacity the President of the AEDC will respond to information requests, coordinate the completion and submittal of state and local incentive applications, and show available industrial and commercial sites to prospects.
- 2) The AEDC will change the title of their main representative providing this scope of services to eliminate any confusion or potential confusion that this position is employed by Story County and/or has any employment relationship, management responsibilities or independent decision-making authority related to his or her assigned tasks and obligations under this contract.
- 3) The AEDC will visit annually with all major companies to identify challenges and opportunities facing businesses in Story County and communities.

- 4) The AEDC will serve as the primary marketing entity for business recruitment to highlight Story County and communities.
- 5) The AEDC will deploy an aggressive marketing campaign that will focus on targeted industries such as ag-biotechnology and advanced manufacturing businesses that do not overtax our infrastructure.
- 6) The AEDC will assess, update and implement the economic development recommendations of Story County and communities' Comprehensive Plan(s); the AEDC will educate management, staff and elected officials on market trends affecting Story County and communities' economic condition(s) and provide guidance on policies necessary to improve economic conditions.
- 7) The AEDC will assist communities as needed with key community development and infrastructure initiatives that support or enhance economic development opportunities, providing resources for information to communities for federal, state and local funding programs, and provide information and guidance for new and existing businesses in obtaining financial incentives, if applicable.
- 8) The AEDC will actively pursue new retail, industrial, and commercial businesses to occupy vacant or underutilized properties within Story County and communities.
- 9) The AEDC will develop a database of key contacts for major commercial and industrial companies suitable for recruitment to Story County and communities.
- 10) The AEDC will serve as a liaison for Story County and communities to local businesses to support their retention and to encourage their expansion within Story County and communities.
- 11) The AEDC will develop and maintain a comprehensive database of commercial and industrial properties within Story County and communities available for development or reuse. Story County will receive a current copy of the aforementioned database in a standard format two-weeks before the termination of this contract.
- 12) The AEDC will develop and distribute hardcopy marketing materials and collaborate with Story County and communities' IT professionals for electronic version marketing materials.
- 13) The AEDC will maintain information regarding grants, loans and incentives for business development with Story County and communities.
- 14) The AEDC will report quarterly to the Story County Board of Supervisors on related activities beginning in July 2024.
- 15) AEDC will recognize the Story County Board of Supervisors' intent to take a lead role in facilitating housing rehabilitation and new housing construction for residents in the low to average-income ranges in Story County.
- 16) AEDC will provide support and assistance on housing issues, cooperating with any organizational or leadership efforts the Board of Supervisors undertakes and coordinating with any housing initiatives, it may implement.
- 17) AEDC will advocate and support childcare initiatives across Story County, including but not limited to funding opportunities, technical assistance, and business engagement in these initiatives.
- 18) AEDC will advocate and support enhanced transportation initiatives across Story County, and convene as necessary key stakeholders in these efforts.
- 19) AEDC will advocate for and provide support towards enhanced broadband initiatives across Story County, and convene as necessary key stakeholders in these efforts.

B. Quarterly reports, written reports and/or Power Point presentations and supporting documentation are due by Thursday, 1 pm, prior to the regularly scheduled Tuesday Board of Supervisors meeting at which an oral report or presentation is to be made.

Reports will include explanations of why specific activities and programs are undertaken plus who is likely to directly benefit and estimations or projections of the immediate to two-year economic impacts.

In addition, the AEDC will keep the Supervisors, individually and/or collectively up-to-date on specific efforts and projects as requested.

In accordance with State and Federal law, the person performing or coordinating the fulfillment of the scope of services will not engage in any local, State or Federal lobbying activities.

**III  
METHOD OF PAYMENT**

A. Payment for services will be made by County according to the following schedule:

July 1, 2024	\$35,000
October 1, 2024	\$25,000
January 1, 2025	\$25,000
April 1, 2025	\$25,000

B. On or before June 30, 2024, the AEDC will provide electronically, itemization of costs incurred. AEDC will make available all receipts if requested by the County.

C. The maximum total amount payable by the County under this agreement is \$110,000 as detailed in the SCOPE OF SERVICES (Section II of this contract), and no greater amount shall be paid.

**IV  
FINANCIAL ACCOUNTING AND ADMINISTRATION**

A. All monies disbursed under this Agreement shall be accounted for by the accrual method of accounting.

B. Monies disbursed to AEDC by the County will be deposited by AEDC in an account under the AEDC's name, with a bank located in Story County, Iowa. All checks drawn on the said account shall bear a memorandum line on which the drawer shall note the nature of the costs for which the check is drawn in payment, and the program(s) of service.

C. All costs shall be supported by documentation evidencing in proper detail the nature and propriety of the charges. All checks or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified as such and readily accessible for examination and audit by the County or its authorized representative without notice and upon request by the County.

D. All records shall be maintained in accordance with procedures and requirements as established by the Story County Auditor, and the Story County Auditor may, prior to any disbursement under this Agreement, conduct a pre-audit of record keeping and financial accounting procedures of the AEDC for the purpose of determining changes and modifications necessary with respect to accounting for funds made available hereunder. All records and documents required by this Agreement shall be maintained for a period of three (3) years following final disbursement by the County.

E. Unless otherwise required by applicable laws, AEDC shall allow the County access to all books and records for purposes of auditing or reviewing AEDC's claims, upon request by the

County.

F. AEDC's failure to provide access pursuant to this section (the entirety of Section IV as contained herein) shall constitute a material breach of the Contract for Economic Development Services.

## **V DURATION**

- A. This Agreement shall be in full force and effect from and after July 1, 2024, until June 30, 2025.
- B. EXTENSION. If mutually agreeable to County and AEDC, this Agreement may be extended. Such extension will be documented by written amendment, duly signed and dated by both parties. However, either party may terminate this contract due to non-fulfillment with 30 day's prior written notice.

## **VI REQUIREMENTS**

AEDC hereby agrees to perform all duties in accordance with all state and federal laws and regulations. AEDC assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this agreement by the Provider.

## **VII ASSIGNMENT**

Neither party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.

## **VIII APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL**

This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree that all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa. The parties hereby waive removal of any issue hereunder to the federal courts. This Agreement and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.

## **IX INDEPENDENT CONTRACTOR**

It is understood that AEDC is an independent professional contractor and that AEDC will not in any event be construed as or hold itself out to be an employee or agent of the County. It is further agreed that at no time will the AEDC or the work efforts of the AEDC be under the supervision or control of the County, although AEDC agrees to comply with all reasonable requests and regulations applicable to any other business invitee of the County. It is also agreed that AEDC, as an independent contractor, is not restricted to working exclusively for the County during the term of the Agreement.

**X**  
**INSURANCE AND TAXES**

AEDC is responsible for Workers Compensation, Disability, Unemployment, Automobile Insurance, and any other insurance required by the State of Iowa and will provide certificates of insurance to the County on an annual basis. AEDC is also responsible for payment of State and Federal taxes, and any other applicable tax. AEDC is not eligible for any benefits the County may provide for its employees.

**XI**  
**CONFIDENTIALITY**

AEDC agrees to comply fully with confidentiality in compliance with all laws and regulations regarding protected health information.

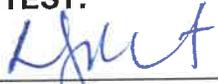
**IN WITNESS WHEREOF** the parties hereto have, by their authorized representatives, set their hand and seal as of the date first above written.

**STORY COUNTY, IOWA**

BY 

DATE 5-28-24

**ATTEST:**



DATE 5-28-24

**AMES ECONOMIC DEVELOPMENT COMMISSION**

BY   
Daniel A. Culhane, President/CEO

4/30/24  
DATE

Print Name:

Daniel A. Culhane

## **CONTRACT FOR WORKFORCE DEVELOPMENT SERVICES**

**THIS AGREEMENT**, made and entered into the 1st day of July, 2024, by and between **STORY COUNTY, IOWA**, an Iowa Municipal Corporation whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, organized and existing pursuant to the laws of the State of Iowa (hereinafter called "County") and the Ames Economic Development Commission, an adjunct of the Ames Chamber of Commerce (hereinafter called "the AEDC") whose mailing address and telephone number is 304 Main Street, Ames, Iowa 50010, telephone 515-232-2310.

### **WITNESSETH THAT:**

**WHEREAS**, the County desires to purchase certain services from said organization in lieu of hiring additional permanent staff and expending additional County funds to accomplish these services.

**NOW, THEREFORE**, the parties hereto have agreed and do agree as follows:

### **I PURPOSE AND INTENT**

The purpose of this Agreement is to procure for the County and its citizens assistance in developing and promoting workforce development strategies, including to establish the methods, procedures, terms and conditions governing payment by the County for such services; and, to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

### **II SCOPE OF SERVICES**

A. In consideration for the payment of \$40,000 in accordance with Section III, the AEDC shall provide the following services to the County and its citizens during the term of this agreement the AEDC agrees to:

- 1) Report quarterly to the Story County Board of Supervisors on related activities. Reports will include explanations of why specific activities and programs are undertaken and likely beneficiaries. In addition, the AEDC will keep the Supervisors, individually and/or collectively up-to-date on specific efforts and projects as requested.
- 2) Identify targeted workforce for specific priorities and programs;
- 3) Identify workforce education and training objectives;
- 4) Construct linkages with the private sector, including those businesses and companies located in unincorporated Story County;
- 5) Design and implement a relevant workforce education and training strategies;
- 6) Coordinate and work cooperatively with other work force initiatives and/or programs supported or funded by the BOS when requested.
- 7) Conduct ongoing monitoring and evaluation;
- 8) Maintain database of inquiries into the Home Base Iowa initiative;
- 9) Design marketing materials for Home Base Iowa initiative and actively market said program through variety of ways, including, but not limited to, written campaigns, social media, and print media; and
- 10) In accordance with State and Federal law, the person performing or coordinating the fulfillment of the scope of services will not engage in any local, State or Federal lobbying activities.

**III**  
**METHOD OF PAYMENT**

- A. Payment for services will be made by County according to the following schedule:
  - July 31, 2024 - \$15,000
  - October 1, 2024 - \$15,000
  - January 1, 2025 - \$10,000
- B. On or before June 30, 2025, the AEDC will provide electronically, itemization of costs incurred. AEDC will make available all receipts if requested by the County.
- C. The maximum total amount payable by the County under this agreement is \$40,000 as detailed in the SCOPE OF SERVICES (Section II of this contract), and no greater amount shall be paid.

**IV**  
**FINANCIAL ACCOUNTING AND ADMINISTRATION**

- A. All monies disbursed under this Agreement shall be accounted for by the accrual method of accounting.
- B. Monies disbursed to AEDC by the County will be deposited by AEDC in an account under the AEDC's name, with a bank located in Story County, Iowa. All checks drawn on the said account shall bear a memorandum line on which the drawer shall note the nature of the costs for which the check is drawn in payment, and the program(s) of service.
- C. All costs shall be supported by documentation evidencing in proper detail the nature and propriety of the charges. All checks or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified as such and readily accessible for examination and audit by the County or its authorized representative without notice and upon request by the County.
- D. All records shall be maintained in accordance with procedures and requirements as established by the Story County Auditor, and the Story County Auditor may, prior to any disbursement under this Agreement, conduct a pre-audit of record keeping and financial accounting procedures of the AEDC for the purpose of determining changes and modifications necessary with respect to accounting for funds made available hereunder. All records and documents required by this Agreement shall be maintained for a period of three (3) years following final disbursement by the County.
- E. Unless otherwise required by applicable laws, AEDC shall allow the County access to all books and records for purposes of auditing or reviewing AEDC's claims, upon request by the County.
- F. AEDC's failure to provide access pursuant to this section (the entirety of Section IV as contained herein) shall constitute a material breach of the Contract for Workforce Development Services.

**V**  
**DURATION**

- A. This Agreement shall be in full force and effect from and after July 1, 2024, until June 30, 2025.
- B. EXTENSION. If mutually agreeable to County and AEDC, this Agreement may be extended. Such extension will be documented by written amendment, duly signed and dated by both parties. However, either party may terminate this contract due to non-fulfillment with 30 day's prior written notice.

**VI  
REQUIREMENTS**

AEDC hereby agrees to perform all duties in accordance with all state and federal laws and regulations. AEDC assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this agreement by the Provider.

**VII  
ASSIGNMENT**

Neither party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.

**VIII  
APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL**

This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree that all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa. The parties hereby waive removal of any issue hereunder to the federal courts. This Agreement and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.

**IX  
INDEPENDENT CONTRACTOR**

It is understood that AEDC is an independent professional contractor and that AEDC will not in any event be construed as or hold itself out to be an employee or agent of the County. It is further agreed that at no time will the AEDC or the work efforts of the AEDC be under the supervision or control of the County, although AEDC agrees to comply with all reasonable requests and regulations applicable to any other business invitee of the County. It is also agreed that AEDC, as an independent contractor, is not restricted to working exclusively for the County during the term of the Agreement.

**X  
INSURANCE AND TAXES**

AEDC is responsible for Workers Compensation, Disability, Unemployment, Automobile Insurance, and any other insurance required by the State of Iowa and will provide certificates of insurance to the County on an annual basis. AEDC is also responsible for payment of State and Federal taxes, and any other applicable tax. AEDC is not eligible for any benefits the County may provide for its employees.

**XI  
CONFIDENTIALITY**

AEDC agrees to comply fully with confidentiality in compliance with all laws and regulations regarding protected health information.

IN WITNESS WHEREOF the parties hereto have, by their authorized representatives, set their hand and seal as of the date first above written.

**STORY COUNTY, IOWA**



BY  
Chairperson, Story County Board of Supervisors

5-28-24  
DATE

**ATTEST:**



Story County Auditor

5.28.24  
DATE

**AMES ECONOMIC DEVELOPMENT COMMISSION**



BY  
Daniel A. Culhane, President/CEO

4/30/24  
DATE

Print Name:

Daniel A. Culhane

RECEIVED

MAY 20 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 **Ames Community Preschool 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.

**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 6<sup>th</sup> 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:

ACPC  
\_\_\_\_\_  
920 Carroll Ave.  
\_\_\_\_\_  
Ames, Iowa 50010  
\_\_\_\_\_  
Attention: Missy Sanow  
\_\_\_\_\_

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

**COUNTY:**

By:   
\_\_\_\_\_  
Print Name: Lisa K. Hedden  
\_\_\_\_\_  
Print Title: Story County Board of Supervisors  
\_\_\_\_\_  
Date: 5-28-24  
\_\_\_\_\_

**PROVIDER:**

By:   
\_\_\_\_\_  
Print Name: Linda Lind  
\_\_\_\_\_  
Print Title: Board President  
\_\_\_\_\_  
Date: 5/16/24  
\_\_\_\_\_

**ATTACHMENT A**  
**SERVICE DEFINITIONS AND RATES**  
**FISCAL YEAR: 2025**  
*Ames Community Preschool Center*

<b>ACPC</b>			
<b>Service Description</b>	<b>Not to Exceed</b>	<b>Unit of Service</b>	<b>Rate</b>
Daycare - Infant	\$10,000.00	1 Full Day	\$82.96
Daycare - Children	\$27,000.00	1 Full Day	\$61.02
Daycare - School Age	\$4,876.00	1 Partial Day	\$18.00

RECEIVED

MAY 20 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 **The Community Academy** (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 6<sup>th</sup> Street  
Nevada, Iowa 50201  
Attention: Sandra King

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

The Community Academy

~~2901 S Loop Dr., Suite 3410~~ 130 S. Sheldon Ave #306

Ames, Iowa ~~50010~~ 50014

Attention: Mike Todd

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

**COUNTY:**

By: 

Print Name: Lisa K. Hekker

Print Title: Story County Board of Supervisors

Date: 5-28-24

**PROVIDER:**

By: 

Print Name: Mike Todd

Print Title: Executive Director

Date: 5/15/2024

**ATTACHMENT A**  
**SERVICE DEFINITIONS AND RATES**  
**FISCAL YEAR: 2025**  
*The Community Academy*

<b>The Community Academy</b>			
<b>Service Description</b>	<b>Not to Exceed</b>	<b>Unit of Service</b>	<b>Rate</b>
Out of School Program	\$11,300.00	1 Partial Day (3 Hours)	\$68.57

**Test Licensing Agreement**

This is a legal agreement between the Licensing Agency (Licensee) and Ergometrics and Applied Personnel Research, Inc. (Licensor) By accepting the Ergometrics test materials for use, you are agreeing to the terms of this agreement and that you have authority to enter into such an agreement on behalf of the Agency.

**Licensee**

Lisa Heddens

5-18-24

Principal Signer

Date

*Lisa K Heddens*

Signature

Story County Board of Supervisors, Chair

Title

Story County Sheriff's Office

Agency Name

1315 S B Avenue

Physical Address

Nevada

Iowa

50201

City

State

Zip

(515)382-7458

ctoresdahl@storycountyiowa.gov

Telephone

Email

**Authorized Contacts**

Please list, in addition to the Principal Signer, anyone who is authorized to receive materials, scores or discuss scores with Ergometrics. Licensee is responsible for updating Ergometrics of any changes to Authorized Contacts.

Micah Andersen

Authorized Contact

Assistant Jail Administrator

Title

(515)382-7532

Telephone

mandersen@storycountyiowa.gov

Email

Constance Toresdahl

Authorized Contact

Administration Commander

Title

(515)382-7458

Telephone

ctoresdahl@storycountyiowa.gov

Email



Return to:  
Ergometrics &  
Applied Personnel Research, Inc.  
2122 164<sup>th</sup> St SW Suite 300  
Lynnwood, WA 98087  
FAX: 425-877-0586  
Or email  
[clientservices@ergometrics.org](mailto:clientservices@ergometrics.org)

*Failure to return the signed licensing agreement,  
will delay the processing of your order.*

For Office use only:

Product: \_\_\_\_\_

License Type: \_\_\_\_\_

Highrise: \_\_\_\_\_

Exam HQ: \_\_\_\_\_

Notes:

# Per Applicant Test Licensing Agreement

## 1. Scope of Agreement

Ergometrics & Applied Personnel Research, Inc. ("Licensor") grants to the Licensee the right to use the Licensor's tests, outlined in Attachment A to this Agreement, incorporated herein by reference, and all associated materials (collectively, the "Test"), for the sole purpose of pre-employment and promotional testing. The Test may not be used for training purposes under any circumstances. The Licensee may not lease, rent, loan, transfer or administer this test to or for any other agency or entity without express written permission from the Licensor. The Test meets and/or exceeds all Equal Employment Opportunity Commission guidelines and professional standards. This agreement does not include local validation for the Licensee. The Licensor will provide national validation reports upon request. In the event of challenge, the Licensor will provide expert testimony at its regular consulting rates. The Licensor assumes no liability for the use or misapplication of this product.

## 2. Copyright

The Test is owned by the Licensor and protected by United States copyright laws and international treaty provisions. The Licensee is not authorized to copy any videos or DVD's. Printed materials may only be copied with express permission from the Licensor and may only be used for the purposes described in this Agreement or as otherwise approved by the Licensor.

## 3. Implementation

The Licensor will provide the Licensee general written or telephone instructions on the administration and use of the Test. The Licensor warrants that the video, audio, and printed materials are free from defects in material and workmanship. Licensor will assist Licensee with interpretation of score results and scoring methodology. The licensee was offered a transportability analysis as part of the implementation process. If the licensee chose not to conduct such an analysis, they hereby affirm they understand it is their responsibility to ensure the job is similar enough to the departments that participated in the criterion validation of the exam and/or have sufficient evidence of content validity.

## 4. Test Security

Licensee will maintain strict security of the Test in accordance with accepted security practices and those incorporated herein. Licensee shall be fully responsible for the secure storage and use of the Test and will establish and maintain strict test security procedures, including precautions preventing materials from being stolen, copied, or otherwise compromised.

- a. The Test must not be left unattended at any time, and when not in use, the Test must be kept in a secured and locked location. Trash containing confidential material will be disposed of securely.
- b. All persons having access to the Test must sign the Individual Statement of Understanding, found in the Administration Packet, and all signed copies kept on file with the Licensee for one year from the date of signature.
- c. Certification of Compliance with Confidentiality and Copyright, found in the Administration Packet, must be collected from each applicant before testing sessions begin, and all signed copies kept on file with the Licensee for one year from the date of signature.
- d. The Test maintained in electronic format must be kept on a non-networked, standalone computer.
- e. Cell phones and electronic devices are not allowed in the test administrations.
- f. No one, other than the official test monitor, should take notes or any other confidential materials from a testing room. In the event of loss or theft of the Test, or cheating, Licensor must be notified immediately.
- g. Any testing materials shipped must use a form of registered

service with tracking number and signature for delivery.

h. Test content is confidential and copyrighted. Any conversations about Test content must only be conducted formally in conjunction with the Licensor.

## 5. Subcontracting the Test

The Test is licensed for use only by the Licensee. The Licensee must contact the Licensor to obtain permission if the Licensee wishes to subcontract test administration or other services that involve the outside handling of the Test. The Licensee will remain fully responsible for the security of materials that are handled in this manner.

## 6. Termination

This Agreement may be terminated in whole in the event that the Licensee or Licensor breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching party delivers written notice of such breach to the breaching Party. Upon termination, Licensor will be entitled to payment, determined on a pro rata basis for services performed or rendered, and all Test materials must be returned immediately to the Licensor once the Agreement has been terminated.

## 7. Events Upon License Expiration or Termination

Upon any termination or expiration of this Agreement for any reason, Licensee will cease use of all testing materials and return such materials within 15 days of expiration or termination of the Agreement. Late or lost Test materials will be subject to additional fees. Attachment A to this Agreement sets out additional provisions in respect of the parties' obligations upon termination.

## 8. Pricing

Pricing for this Agreement is specified in Attachment A, incorporated herein by reference.

## 9. No Waiver

The waiver or failure of either Party to exercise in any respect any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

## 10. Entirety of Agreement

The terms and conditions set forth herein constitute the entire Agreement between the Parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both Parties. Any previous Test Licensing agreements between Licensee and Licensor are null and void, replaced by this one.

## 11. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

## 12. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

## 13. Governing Law

This Agreement is governed by the laws of the State of Washington.



Ergometrics &  
Applied Personnel Research, Inc

Story County Sheriff's Department  
Licensing Agreement  
Attachment A

**Pricing**

Per Applicant License:  
 REACT Testing One Time Setup Fee \$0  
 Applicants @ \$30 each \$1050  
 (\$150 minimum order)  
*\*cost may vary based on actual number tested*

Scoring will include standard and diagnostic scoring. Licensee will be responsible for all associated freight expenses. Minimum charges will be applied to each batch of answer sheets submitted.

**Term of Agreement**

The service agreement will begin and end on the following dates:

Start Date	End Date
06/01/24	06/15/24

**All testing materials must be returned by the due date listed above. Materials MUST be returned using some form of registered, secure service that has a tracking number and requires a signature for delivery. Materials not returned by the specified due date will be subject to a \$25 late fee for every 15 days overdue. Any lost test materials must have the incident documented on company letterhead and will be subject to lost fees.**



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

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

May 21, 2024

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

RE: ASSET FY24 Contract Amendment – YSS

Dear Board of Supervisors,

Attached is a request from YSS to reallocate funds as indicated in the table below. The agency will not be able to draw down the allocated amount for the Substance Use Disorder service and has requested funds to be reallocated as indicated below:

Service	Reallocation	New Not To Exceed Amount
Substance Use Disorder (original allocation: \$20,000)	-\$10,000	\$10,000
Youth Development (original allocation: \$36,500)	+ \$7,000	\$43,500
Service Coordination (original allocation: \$5,000)	+ \$3,000	\$8,000

A letter from YSS is attached, along with a contract amendment reflecting this change. Approval is recommended.

Respectfully,

  
Sandra King  
Director of External Operations and County Services

Attachments  
Request from YSS  
Contract Amendment (2 copies)

RECEIVED

MAY 20 2024

STORY COUNTY  
BOARD OF SUPERVISORS



May 2, 2024

Sandra King  
Director of External  
Operations & County  
Services  
900 Sixth Street  
Nevada, IA 50201

Sandra,

We have reviewed the Story County ASSET funded programs that have funds remaining to be drawn down in the FY 2023/24 contract.

We would like to request a reallocation of our remaining funds in the following programs:

1. \$7,000 from 3.16 Substance Abuse/Co-Occurring Treatment to 1.07 Youth Development - We have seen a decrease in Story County outpatient clients that do not have insurance, so we have been unable to draw down all the Story County funds for this service. The Youth Development program has used all funds available with additional units remaining.
2. \$3,000 from 3.16 Substance Abuse/Co-Occurring Treatment to 3.13 Service Coordination. We have seen a decrease in Story County outpatient clients that do not have insurance, so we have been unable to draw down all the Story County funds for this service. The Service Coordination program has used all funds available with additional units remaining.

Please let me know if you have additional questions.

Thank you,

Katie Ranney

YSS

DEVELOPMENT



**YSS HEADQUARTERS**    420 Kellogg Avenue, Ames, IA 50010    P:515-233-3141    F:515-233-2440

---

A COMMUNITY-BASED ORGANIZATION SERVING YOUTH AND FAMILIES SINCE 1976

RECEIVED

MAY 20 2024

STORY COUNTY  
BOARD OF SUPERVISORS

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

1. This amendment is entered into this 28th day of May, 2024 is by and between Story County and Youth and Shelter Services (Provider), parties to the original agreement effective 7/1/23 (effective date).

2. The agreement is amended as follows: Attachment A is removed and replaced in its entirety with the following attachment A:

Amendment Effective 5/18/24

**ATTACHMENT A**

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

Youth and Shelter Services

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

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

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

**STORY COUNTY:**

By: [Signature]

Print Name: Lisa Heddens

Print Title: Chair, Story County Board of Supervisors

Date: 5-28-24

**YOUTH AND SHELTER SERVICES:**

By: [Signature]

Print Name: Andrew Allen

Print Title: President & CEO

Date: 5/15/24

Amendment Effective 5/28/24

ATTACHMENT A

SERVICE DEFINITIONS AND RATES  
FISCAL YEAR: 2024

Youth and Shelter Services

Service Description	Unit of Service	Rate
Day Care-School Age (Kids Club) Not to Exceed \$71,060	1 Partial Day (3 Hours)	\$19.01
Mentoring Not to Exceed \$41,737	1 Client Contact/Day	\$102.57
The Nest Program Not to Exceed \$1,000	1 Client Contact	\$146.97
Transitional Living Not to Exceed \$44,000	1 Client Day	\$40.44
Youth Dev/Soc. Adj. Not to Exceed \$43,500	1 Client Contact/Day	\$52.30
Employment Assistance for Youth-Pre- Employment Skills/Training Not to Exceed \$6,516	1 Staff Hour	\$88.06
Family Dev. Edu FaDSS Not to Exceed \$3,087	1 Client Hour	\$78.77
Pub Educ./Awareness- Education & Prevention Not to Exceed 101,500	1 Staff Hour	\$142.81
Summer Enrichment Not to Exceed \$19,974	1 Partial Day (3 Hours)	\$10.38
Emergency Shelter – Rosedale Not to Exceed \$96,524	1 24 Hour Period of Food and Shelter	\$128.13
Substance Use Disorder (Out Patient) Not to Exceed \$10,000	1 Client Hour	\$224.11
Day Care-School Age (Kids Club) Local Option Not to Exceed \$5,000	1 Partial Day (3 Hours)	\$19.01
Summer Enrichment Local Option Not to Exceed \$882	1 Partial Day (3 Hours)	\$10.38
Service Coordination Not to Exceed \$8,000	1 Client Hour	\$38.00



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

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

May 22, 2024

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

RE: ASSET FY24 Contract Amendment – Story Time Childcare Center (STCC)

Dear Board of Supervisors,

Attached is the contract amendment to authorize the transfer of \$1,606 from for child care from Children to Infant. For projections for these services, agencies provide their best estimate. In this case, STCC did not have enough funds to cover reimbursements for infant child care for the remaining claims this FY.

Consequently, a request is made to transfer the necessary funds, \$1,606, to cover the remaining FY24 claims. Following the transfer and based on the original allocation of \$55,100 for Children and \$2,900 for Infant, the new not to exceed amounts will be as follows: Children - \$53,494 (- \$1,606); Infant - \$4,506 (+1,606).

Approval is recommended.

Respectfully,

Sandra King  
Director of External Operations and County Services

Attachments  
Contract Amendment (2 copies)

RECEIVED

MAY 22 2024

STORY COUNTY  
BOARD OF SUPERVISORS

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

1. This amendment is entered into this 28<sup>th</sup> day of May, 2024 is by and between Story County and Story Time Childcare Center (Provider), parties to the original agreement effective 7/1/23 (effective date).

2. The agreement is amended as follows: Attachment A is removed and replaced in its entirety with the following attachment A:

Amendment Effective 5/28/24

**ATTACHMENT A**

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

**Story Time Childcare Center**

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

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

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

**STORY COUNTY:**

By: [Signature]

Print Name: Lisa Heddens

Print Title: Chair, Story County Board of Supervisors

Date: 5-28-24

**STORY TIME CHILDCARE CENTER:**

By: [Signature]

Print Name: Jayne Underhill

Print Title: Director

Date: 5-20-24

Amendment Effective 5/28/24

**ATTACHMENT A**

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

**Story Time Childcare Center**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Child Care – Children Not to Exceed \$53,494	1 Full Day	\$30.91
Child Care – Infant Not to Exceed \$4,506	1 Full Day	\$8.54

---

STORY COUNTY UTILITY PERMIT

To the Board of Supervisors, Story County, Iowa:

The Midland Power Cooperative Company, incorporated under the laws of Iowa, with its principal place of business at 2005 South Story St, Boone Iowa 50036, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Underground Electric Wire on secondary route 670th Ave, from east to west, a distance of across ROW and Road miles.

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

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:

We will be boring in a new Underground electric line across 670th Ave and ROW at 14869 670th Ave. This will replace the existing Overhead road crossing. Will be a single phase 1/0 primary wire, carrying 7200 volts. We will maintain all proper depths thru ROW. The actual path of the bore is right north of driveway for 14869 670th Ave.

2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable. Utility depth requirements shall meet Iowa Administrative Code 761—115.13(306A).

3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.

4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.

5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.

6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.

7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.



Name: WAYNE WEAVE		Phone 1: 515-290-4134		<b>Midland Power Cooperative</b>				W.O. Number: 15362	
Srv Map Loc: 3037-008-7026		Phone 2:						Job Number:	
Equip Map Loc:		Staked By: CHAD D REINHOLDT		Loan Project: 602		City: TWP: T85N		Section(s): 26.0	
911 Addr: 14869 670th Ave				Budget Code#: 01		County: Story		Range: R22W	
Acct #:				Tax Dist:		Substation: 30 - Roland		Line Sec:	
						Feeder: 3030		Phase: C	

Pole #	BACK SPAN	POLE #	PRI UNITS	WIRE SIZE	MISC UNITS	GUY	GUY LD	ANCHOR	TRANS	KVA	SEC UNITS	SECONDARY WIRE SIZE	GRND	METER	LAT LONG
1	IE	40-5	1 A1.1-1/0		1 H1.1-1/0	2 E1.1		2 F1.12	1 G1.3-1/0		1 J2.1T-1/0				42.138559 -93.366373
Bore in new primary UG, use existing pole			1 UA1												
2	87 R	30-5		1/0-JCN-220							1 J2.1T-1/0	80 1/0-TPX			42.138551 -93.366893
3	92 R	30-5		1/0-JCN-220		1 E1.1		1 F1.12	1 UG7	75	1 J10	92 1/0-TPX			42.13855 -93.367034
75 KVA 4s metering setup					1 UM 6-1						3 UJ 2				
					1 UM 1-5										
					1 METER										
					1 UM48-1										
					1 UM 6-34										

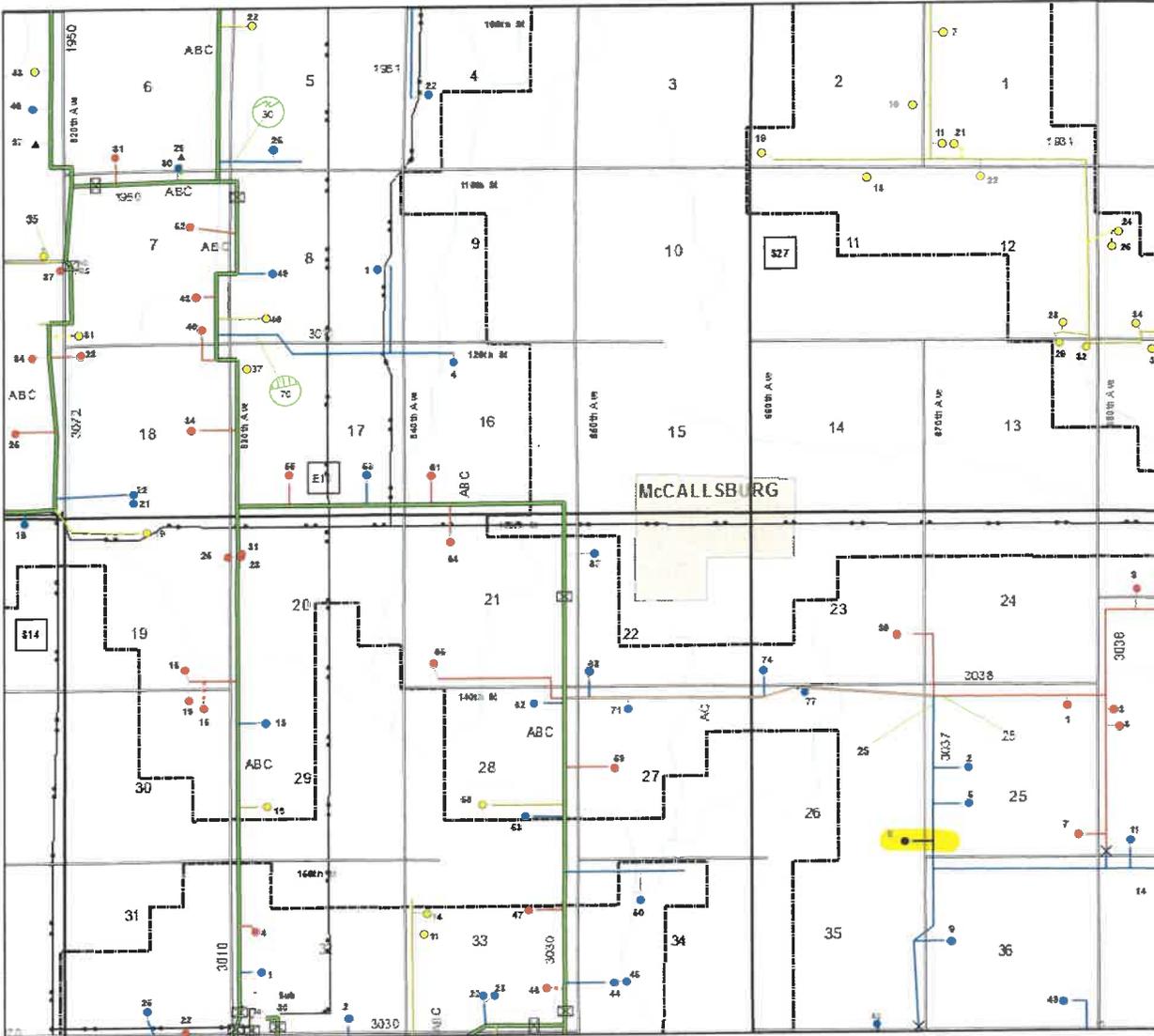


**Comments:** Upgrade Service to Primary UG, Wayne Weave, 3037-008, 14869 670th Ave, 515-290-4134

**Directions:** Bore in New primary wire to new Padmount trans, 600A service. 4s metering setup.

UNITS	REQ.
EXISTING	
40-5	1
A1.1-1/0	1
H1.1-1/0	1
RETIRE	
1/0-TPX	178
30-5	2
E1.1	2
F1.12	2
G1.3-1/0	1
J10	1
J2.1T-1/0	2
ADD	
1/0-JCN-220	178
METER	1
UA1	1
UG7	1
UJ 2	3
UM 1-5	1
UM48-1	1
UM 6-1	1
UM 6-34	1





**Midland Power Cooperative**

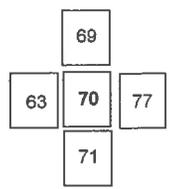


Red = A phase  
 Yellow = B phase  
 Blue = C phase  
 Peach = 2 phase  
 GREEN = 3 PHASE

**County**  
 STORY

**Township**  
 WARREN  
 T85N R22W

**Map No.**  
 70



Date: 1/3/2017

## STORY COUNTY UTILITY PERMIT

Date 5/22/2024

To the Board of Supervisors, Story County, Iowa:

The Iowa Regional Utilities Association Company, incorporated under the laws of Iowa, with its principal place of business at 1351 Iowa Speedway Drive, Newton, Iowa 50208, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Potable Water on secondary route 670th, from West ROW line to East ROW line, a distance of 66 linear feet miles.

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

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:

Directional boring from the West ROW line to East ROW line of 670th Ave, crossing under 670th Ave, installing a 1" PVC water service line, a minimum of 5 feet deep, between Sections 13 & 14, T85N, R22W, in Warren Township, See attached Plan Sheet.

2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.

3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.

4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.

5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.

6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.

7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.

8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

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

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

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

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

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

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

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

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

Date 5/22/2024

Iowa Regional Utilities Association

Name of Company (Applicant - Permittee)

 641-792-7011

by Derek R. Jack  
Permit Manager Phone no.

Recommended for Approval:

Date 5-22-24

 515-382-7355

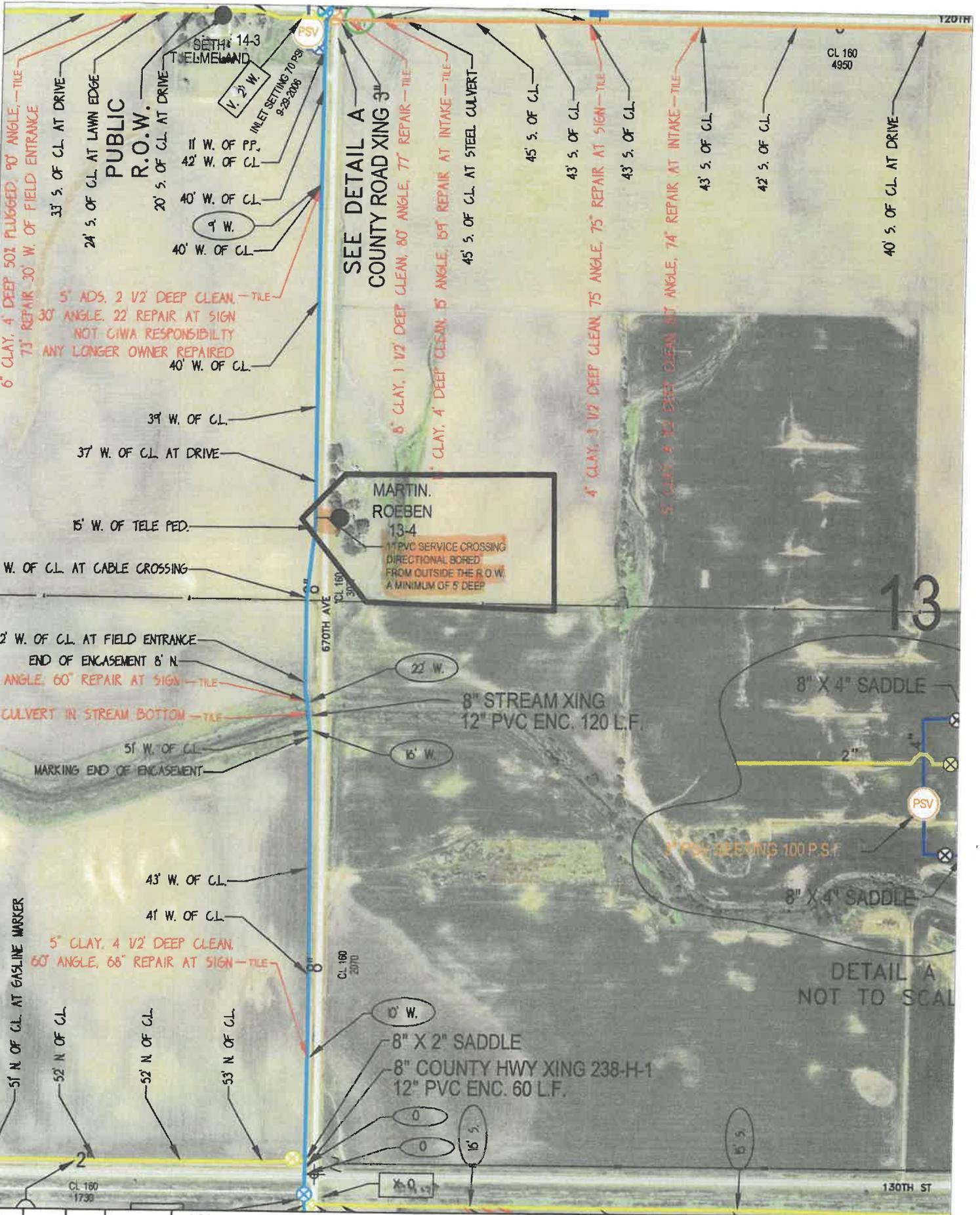
County Engineer Phone no.

Approved:

Date 5-28-24

  
Chair, Board of Supervisors  
Story County, Iowa

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



SHEET 238 PARTIAL  
 DRAWN BY GAK  
 05/21/2024

IOWA REGIONAL UTILITIES ASSOCIATION  
 1351 IOWA SPEEDWAY DRIVE, NEWTON, IOWA 50208-8245  
 (641) 792-7011

STORY COUNTY  
 1" = 50'



Date May 23, 2024

## Resolution

### BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road closure(s) listing the purpose with the location listed below:

24-20	29/28 Indian Creek	Weather	640th Ave is closed between US Highway 210(330th St) and 322nd St
24-21	1/2 Collins	Weather	730th Ave is closed between 280th St and 290th St
24-22	2 Collins/35 New Albany	Weather	280th St is closed between 730th Ave and 720th Ave
24-23	29/32 Collins	Weather	330th St is closed at US Highway 65 due to water
24-24	14/23 New Albany	Weather	250th St is closed between 720th Ave and 730th Ave
24-25	7/8/17/18 Union	Weather	570th Ave is closed between 290th St and 315th Ln
24-26	30/29 Union	Weather	570th Ave is closed between 320th Ln and US Highway 210
24-27	32/33 Palestine	Weather	520th Ave is Closed between US Highway 210 and 340th Ave
24-28	36 Palestine/1 Union	Weather	560th Ave is closed between Highway 210 and 340th St
24-29	26/25 Collins	Weather	730th Ave is Closed between 322nd St and 330th St
24-30	19/20 Collins	Weather	690th Ave is closed between US Highway 210 and 310th St
24-31	34/35 Richland 3/2 Nevada	Weather	220th St is closed between S27 and 670th Ave
24-32	9/10 Nevada	Weather	S27 is closed between Lincoln Highway and US Highway 30
24-33	3/4/9/10 New Albany	Weather	Lincoln Highway (E41) is closed between Highway 65 and 720th Ave
24-34	24/25 Richland 19/30 Sherman	Weather	200th St is closed between 677th Ave and 690th Ave
24-35	25 Richland/30 Sherman	Weather	680th Ave is closed between 200th St and 210th St
24-36	1 Nevada/6 New Albany	Weather	680th Ave is closed between 220th St and Lincoln Highway
24-37	17/16/20/21 Nevada	Weather	250th St is closed between 19th St and S27
24-38	20/21/29/28 Nevada	Weather	260th St is closed between County Club Rd and S27
24-39	33 Nevada	Weather	272nd St is closed between 640th Ave and S27

24-40	12 Union	Weather	295th is closed between 610th Ave and S27
24-41	22/23 Union	Weather	315th St is closed between E63 and 610th Ave
24-42	20 Nevada	Weather	19th St is closed between 250th St and 260th St
24-43	30/31 Collins	Weather	330th St is closed between 680th Ave and 690th Ave
24-44	1 Union/ 6 Indian Creek	Other	S14 is closed between 280th St and 295th St

*Lisa Heddens*  
Chair, Board of Supervisors

Attest: *[Signature]*  
County Auditor

ROLL CALL FOR ALLOWANCE

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

ALLOWED BY VOTE OF THE BOARD

Yea 3 Nay 0 Absent 0

*Lisa Heddens*  
CHAIRPERSON

Above tabulation made by *[Signature]*

**DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER**

Prepared by: Leanne Harter, Story County Planning and Development, 900 6th Street, Nevada,  
Iowa 50201 (515) 382-7245

**Please return to:  
Planning & Development**

**STORY COUNTY IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION NO. 24-84**

**ESTABLISHING SPECIAL DISPOSAL PROCEDURES FOR YARD WASTE  
DUE TO A NATURAL DISASTER**

WHEREAS, Story County suffered widespread severe damage from an EF2-rated tornado on May 21, 2024; and,

WHEREAS, the storm caused significant damage to private and public properties, and infrastructure; and,

WHEREAS, the yard waste generated by the storm exceeds the capacity of Story County to respond or recover from the storm, causing public and private facilities to be at risk; and,

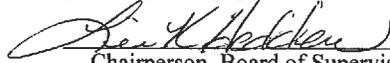
WHEREAS, Chapter 40 of the Code of Ordinances of Story County, Iowa, establishes that the Board of Supervisors may establish special disposal procedures for yard waste in the case of a natural disaster or other emergency condition;

NOW, BE IT THEREFORE RESOLVED the Story County Board of Supervisors establishes the following special disposal procedures for yard waste:

1. The property under the ownership of Story County located at 60016 160<sup>th</sup> Street (Parcel Identification Number 06-02-100-100) shall be used for temporary debris site, in accordance with the conditional use permit approved by the Story County Board of Adjustment.
2. The Board reserves the right to establish a yard waste management site(s) elsewhere as needed under this resolution.
3. The yard waste management site shall only accept vegetative debris such as brush and tree limbs generated by the storm event. Tree stumps may not be accepted.
4. The site shall be open to Story County Departments (e.g. Engineer and Secondary Roads, Conservation) for disposal of, managing, and processing debris generated by the storm event and meeting the criteria for the type of debris permitted in procedure number three.
5. The yard waste debris shall be managed and processed on the site through methods including, but not limited to, storage of debris in piles, maintenance of piles, chipping, and burning.

6. The Board shall follow the Story County Purchasing and Procurement Policy if assistance is required for managing and processing the debris through the methods established in procedure five if the work is beyond the capacity of Story County.
7. The site shall be open to residents of the unincorporated areas of Story to drop off yard waste generated by the storm event and meeting the criteria for the type of debris permitted in procedure number three during hours set by Story County staff.
8. The Board of Supervisors directs County Staff to set the public disposal hours and communicate these hours with the public via the Story County website, social media, and through new releases.
9. The dumping of debris by the public outside of the set hours shall be considered illegal dumping and shall be punishable by law.
10. The Board shall take action to close the site when it is determined that yard waste from the storm event has been managed sufficiently to facilitate recovery from the storm.

Dated this 28<sup>th</sup> day of MAY, 2024.

  
 Chairperson, Board of Supervisors

Attest:

  
 Lucy Martin, 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 checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
	Linda Murken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>

ALLOWED BY VOTE OF BOARD      Yea 3    Nay 0    Absent 0

  
 CHAIRPERSON      Above tabulation made by SP