

The Board of Supervisors met on 8/10/21 at 10:00 a.m. in the Story County Administration Building. Lisa Heddens, Latifah Faisal, and Linda Murken, with Heddens presiding. (all audio of meetings available at storycountyia.gov). **SPECIAL NOTE TO THE PUBLIC:** this meeting is also being offered via Zoom

ADOPTION OF AGENDA: Heddens announced Additional Item #4 will be moved to the first item. Murken moved, Faisal seconded adopting the agenda with noted change. Motion carried unanimously (MCU) on a roll call vote.

MINUTES: 8/3/21 Minutes – Faisal moved, Murken seconded the approval of 8/3/21 Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) pay adjustment, effective 8/15/21, in a) Attorney's Office for Benjamin Matchan @ \$3,216.12/bw; Lynette Van Wyngarden @ \$3,216.12/bw; b) Auditor's Office for Michelle Bellile @ \$21.87/hr; c) Facilities Management for Shelley Grimard @ \$20.67/hr; d) Secondary Roads for Steve Flickinger @ \$24.93/hr; Roger Holland @ \$32.42/hr; e) Treasurer's Office for Jennifer DeVries @ \$23.08/hr; Tammie Lehman @ \$20.92/hr; f) Sheriff's Office for Benjamin Boelkes @ \$3,037.12/bw; Molly Feldman @ \$2,094.40/bw; Nathan Gruis @ \$2,453.60/bw; Stephanie Norris @ \$1,888.00/bw. Murken moved, Faisal seconded the approval of Personnel Actions as listed and amended. Roll call vote. (MCU)

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

1. Memorandum of Understanding (MOU) between Story County and Good Neighbor Emergency Assistance, Inc. for emergency rent and utility assistance to prevent homelessness in response to the expiration of the federal eviction moratorium on 7/31/21 and the negative economic impacts of COVID-19 for \$25,000.00
2. Contract for Highway Right of Way with Edward Ochylski Revocable Trust for the purchase of permanent Right-of-Way for \$189.13(L-LIN20S--73-85)
3. Service Agreement between Stanley Security and Story County, effective 9/1/21-8/31/24, for \$350.00 per month, paid annually totalling \$4,200.00
4. Resolution #22-11, Setting Date and Time for a Public Hearing for 8/17/21, for Consideration of Resolution #22-12, Vacating a Portion of a Utility Easement on Lot 3 in Forrest Park Subdivision
5. Amendment No. 1 for the FY22 Provider and Program Participation Agreement with Central Iowa Juvenile Detention Center, effective 7/1/21-6/30/22: Substance Abuse Civil Commitment Transportation for \$52.01/hour; Substance Abuse Civil Commitment Transportation – Matron for \$27.00/hour
6. Amendment No. 1 for the FY22 Provider and Program Participation Agreement with Mary Greeley Medical Center (MGMC), effective 7/1/21-6/30/22: Inpatient Detox Services (does not include physician services) \$996.00/day; Inpatient Detox Physician Services \$141.40/day; Detox Observation Services, up to 8 hours \$549.16/8 hours, up to 12 hours \$669.71/12 hours, up to 23 hours \$816.72/23 hours; Substance Abuse Civil Commitment Transportation \$52.01/hour; Substance Abuse Civil Commitment Transportation-Matron \$27.00/hour
7. Utility Permit: #22-5824

Roll call vote. (MCU)

FIRST CONSIDERATION OF ORDINANCE NO. 295, AMENDING CHAPTER 32, ROAD IDENTIFICATION AND ADDRESS NUMBERING SYSTEM, OF THE STORY COUNTY CODE OF ORDINANCES: Amelia Schoeneman, Planning and Development Director, provided an overview. Jenna Gilliam, Planning and Development Intern, reported this is part of the comprehensive overview. Gilliam reviewed changes and clarification on replacing of signs, road renaming process. Lucy Martin, Auditor, requested any notification to property owners include voting precinct information. Discussion took place. Heddens opened the public hearing at 10:33 a.m. Constance Toresdahl, Ames, asked via Zoom asked about the number of petitioners. Schoeneman stated 70% so the petitioners fell short. Heddens, seeing no further comments, closed the public hearing at 10:36 a.m. Additional discussion took place. Murken suggested prior approval before moving the 911 signs. The Board concurred. Murken moved, Faisal seconded to remand Ordinance 295, Amending Chapter 32, Road Identification and Address Numbering System, of the Story County Code of Ordinances, back to staff for additional information, and directed staff to set First Consideration for 8/17/21 with the changes as discussed. Roll call vote. (MCU)

APPROPRIATE MEASURES TO ADDRESS THE INCREASING NUMBER OF COVID-19 CASES IN STORY COUNTY AND THE CENTERS FOR DISEASE CONTROL (CDC) DESIGNATING STORY COUNTY AT HIGH RISK OF TRANSMISSION, TO INCLUDE BUT NOT LIMITED TO REINSTATING THE POLICY REQUIRING EMPLOYEES TO WEAR FACE COVERINGS WHILE AT WORK AND POSTING THAT ALL VISITORS TO COUNTY BUILDINGS OVER THE AGE OF TWO, REGARDLESS OF VACCINATION STATUS, MUST WEAR A FACE COVERING UNLESS THE INDIVIDUAL HAS A DISABILITY THAT PREVENTS THEM FROM WEARING A FACE COVERING: Alissa Wignall, Director of Human Resources and Internal Operations, reported this is coming before the Board due updated CDC guidance; she reported on the updated guidance. Murken reported the County is high risk, and the latest variant is highly contagious. Faisal stated it is important to follow CDC guidance. Heddens asked for clarification, Wignall replied face coverings will be required in the same areas as the iteration. Ted Rasmusson, Treasurer, asked for specifics regarding this policy versus the one adopted in 2020. Discussion took place. Ethan Anderson, Assistant Story County Attorney, reported on what other counties are doing. Wignall stated the State law changed this year. Faisal stated concerns about a lack of enforcement mechanism. Additional discussion took place. Heddens clarified any County elected official would have to adopt the policy for his or her office. Joby Brogden, Facilities Director, asked for clarification about conference rooms. Murken replied it should be the same as before. Wignall reiterated CDC recommendations. Faisal moved, Murken seconded the approval of following CDC guidelines, and reinstated the policy requiring employees to wear face coverings while at work. Roll call vote. (MCU) Murken moved that all visitors to County buildings over the age of two, regardless of vaccination status, must wear a face covering unless the individual has a disability that prevents them from wearing a face covering. Heddens added other health considerations to the motion. Heddens seconded for further discussion. Additional discussion took place. Murken aye, Faisal nay, Heddens aye. Motion carries. Wignall stated she will issue tomorrow to County employees. **PROPOSAL FROM THE AMES CHAMBER OF COMMERCE FOUNDATION FOR USING \$610,450.00 OF AMERICAN RESCUE PLAN (ARP) FUNDS FOR A WORKFORCE RETRAINING INITIATIVE PROGRAM, EFFECTIVE 11/1/21-12/31/24:** Brenda Dryer, Ames Chamber of Commerce, provided details and goals for the use of

funds and asked the Board for questions. Faisal moved, Murken seconded the approval of the proposal from the Ames Chamber of Commerce Foundation for using \$610,450.00 of ARP funds for a Workforce Retaining Initiative Program, effective 11/1/21-12/31/24. Roll call vote. (MCU)

RESOLUTION #22-14 AUTHORIZING THE PLACEMENT OF SPEED LIMIT SIGN ON WEST 190TH STREET 1,320 FEET WEST OF GRANT AVENUE: Darren Moon, Engineer, reported on lowering of speed limit on this stretch of road to 45 miles per hour for traffic control. The road is half in the City of Ames, half in the County. Moon recommended approval. Discussion took place. Murken moved, Faisal seconded the approval of Resolution #22-14, Authorizing the Placement of Speed Limit Sign on West 190th Street, 1,320 feet west of Grant Avenue. Roll call vote. (MCU)

TO RECOMMEND FOR APPOINTMENT OF CITY OF AMES EXAMINING BOARD: JULIE UELING POPKEN FOR A SIX-YEAR TERM, EFFECTIVE 8/21-12/26: Heddens reported on background information, and stated Popken is a good candidate. Faisal moved, Murken seconded the approval to recommend for appointment of City of Ames Examining Board; Julie Ueling Popken for a six-year term, effective 8/21-12/26. Roll call vote. (MCU)

UPCOMING AGENDA ITEMS: Faisal stated she would like to add COVID numbers to the County's website.
LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: The Board members reported on meetings and events.

Faisal moved, Murken seconded to adjourn at 12:07 p.m. Roll call vote. (MCU)

**Story County Board of Supervisors
Meeting Agenda
Administration Building
900 6th St., Nevada, IA
8/10/21**

1. SPECIAL NOTE TO THE PUBLIC: This Meeting Is Also Being Offered Via Zoom.
Members of the public can participate by using the information below:

To join the zoom meeting by computer, tablet, smartphone:
Visit [HTTPS://WWW.ZOOM.US/](https://www.zoom.us/)

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

To join the meeting by telephone:
Dial (312) 626-6799, then enter Webinar ID 981 7092 0243, Password 446094

Please visit WWW.STORYCOUNTYIOWA.GOV/92/BOARD-OF-SUPERVISORS
for more information on how to participate in meetings of the Story County Board of Supervisors.

2. CALL TO ORDER: 10:00 A.M.

3. PLEDGE OF ALLEGIANCE:

4. ADOPTION OF AGENDA:

5. PUBLIC COMMENT #1:

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

6. AGENCY REPORTS:

7. CONSIDERATION OF MINUTES:

- I. 8/3/21 Minutes

Department Submitting Auditor

8. CONSIDERATION OF PERSONNEL ACTIONS:

- I. Action Forms

1)pay adjustment, effective 8/15/21, in a)Attorney's Office for Benjamin Matchan @ \$3,216.12/bw; Lynette Van Wyngarden @ \$3,216.12/bw; b)Auditor's Office for Michelle Bellile @ \$21.87/hr; c)Facilities Management for Shelley Grimard @ \$20.67/hr; d)Secondary Roads for Steve Flickinger @ \$24.93/hr; Roger Holland @ \$32.42/hr; e)Treasurer's Office for Jennifer DeVries @ \$23.08/hr; Tammie Lehman @ \$20.92/hr; f)Sheriff's Office for Benjamin Boelkes @ \$3,037.12/bw; Molly Feldman @ \$2,094.40/bw; Nathan Gruis @ \$2,453.60/bw; Stephanie Norris @ \$1,888.00/bw.

Department Submitting HR

9. 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 Memorandum Of Understanding Between Story County And Good Neighbor Emergency Assistance, Inc. For Emergency Rent And Utility Assistance To Prevent Homelessness In Response To The Expiration Of The Eviction Moratorium On July 31,2021 And The Negative Economic Impacts Of Covid-19 For \$25,000

Department Submitting Board of Supervisors

Documents:

GOODNEIGHBORMOU.PDF
GOODNEIGHBORAPPLICATION.PDF

- II. Consideration Of Contract For Highway Right Of Way With Edward Ochylski Revocable Trust For The Purchase Of Permanent Right-Of-Way For \$189.13(L-LIN20S--73-85)

Department Submitting Engineer

Documents:

ROW CTR OCHYLSKI.PDF

- III. Consideration Of Service Agreement Between Stanley Security And Story County Effective 9/1/21 - 8/31/24 For \$350/Per Month Paid Annually For \$4,200

Department Submitting Sheriff

Documents:

STANLEY SERVICE AGREEMENT.PDF

- IV. Consideration Of Resolution #22-11 Setting Date And Time For A Public Hearing For August 17, 2021, For Consideration Of Resolution #22-12, Vacating A Portion Of A Utility Easement On Lot 3 In Forrest Park Subdivision

Department Submitting Planning and Development

Documents:

RESOLUTION 22 11.PDF

- V. Consideration Of Amendment No. 1 For The FY22 Provider And Program Participation Agreement With Central Iowa Juvenile Detention Center Effective 7/1/21-6/30/22
Substance Abuse Civil Commitment Transportation \$52.01/Hr; Substance Abuse Civil Commitment Transportation - Matron \$27.00/Hr

Department Submitting Community Services

Documents:

CIJDC CONTRACT FY 2022.PDF

VI. Consideration Of Amendment No. 1 For The FY22 Provider And Program Participation Agreement With Mary Greeley Medical Center Effective 7/1/21-6/30/22

Inpatient Detox Services (Does not include physician services) \$996.00/day; Inpatient Detox Physician Services \$141.40/day; Detox Observation Services: Up to 8 hours \$549.16/ 8 hours, Up to 12 hours \$669.71/ 12 hours, Up to 23 hours \$816.72/ 23 hours; Substance Abuse Civil Commitment Transportation \$52.01/Hr; Substance Abuse Civil Commitment Transportation-Matron \$27.00/Hr

Department Submitting Community Services

Documents:

MGMC CONTRACT FY 2022.PDF

VII. Consideration Of Utility Permit(S): #22-5824

Department Submitting Engineer

Documents:

UT 22 5824.PDF

10. PUBLIC HEARING ITEMS:

- I. First Consideration Of Ordinance #295, Amending Chapter 32, Road Identification And Address Numbering System, Of The Story County Code Of Ordinances – Amelia Schoeneman, Jenna Gilliam

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF
ORDINANCE 295.PDF

11. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of A Proposal From The Ames Chamber Of Commerce Foundation For Using \$610,450 Of American Rescue Plan Funds, Funds For A Workforce Retraining Initiative Program, Effective 11/1/21-12/31/24 - Linda Murken And Brenda Dryer

Department Submitting Board of Supervisors

Documents:

STORY COUNTY APPLICATION FINAL.PDF

- II. Discussion And Consideration Of Resolution #22-14 Authorizing The Placement Of Speed Limit Sign On W 190th Street 1320 Ft West Of Grant Avenue

Department Submitting Engineer

Documents:

SPEED W 190TH RES 22 14.PDF

- III. Discussion And Consideration To Recommend For Appointment Of City Of Ames Examining Board: Julie Ueling Popken For A 6 Year Term Effective 8/2021 – 12/2026 - Lisa Heddens

Department Submitting Board of Supervisors

- IV. Discussion And Consideration Of Appropriate Measures To Address The Increasing Number Of Covid-19 Cases In Story County And The CDC Designating Story County At High Risk Of Transmission, To Included But Not Limited To Reinstating The Policy Requiring Employees To Wear Face Coverings While At Work And Posting That All Visitors To County Buildings Over The Age Of 2, Regardless Of Vaccination Status, Must Wear A Face Covering Unless The Individual Has A Disability That Prevents Them From Wearing A Face Covering - Linda Murken

Department Submitting Board of Supervisors

Documents:

FACE COVERING POLICY FOR EMPLOYEESREVISED0821.PDF

12. DEPARTMENTAL REPORTS:
13. OTHER REPORTS:
14. UPCOMING AGENDA ITEMS:
15. PUBLIC FORUM #2:
Comments from the Public on Items not on this Agenda. The Board may not take any Action on the Comments due to the Requirements of the Open Meetings Law, but May Do So In the Future.
16. LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:
17. ADJOURNMENT:

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

Story County Board of Supervisors

Agenda

8/10/21

NAME

ADDRESS

Joby Brogden
Sandra
Frank Dyke
Amelia Schoenenman
Jenna Gilliam

scfm
BoJ
AARC
P i D
P i D

Memorandum of Understanding

This Memorandum of Understanding ("MOU") is entered into between Story County (hereinafter "County") and Good Neighbor (hereinafter "Provider")
Emergency Assistance, Inc.

- I. **Purpose:** The purpose of this MOU is to set forth an understanding between the County and the Provider of the terms and conditions under which the County will provide funding to the Provider for **emergency** rent and utility assistance to prevent homelessness in response to the expiration of the eviction moratorium and the negative economic impacts of COVID-19.
- II. **Funding for rent, deposit and utility assistance.** For the prevention of eviction: funds may be used for current and/or next month's rent and past due utilities. If it is not possible to prevent a pending eviction, funds may be used for application fee, deposit and next month's rent and cost for new utility hook up to include past due utility bills if necessary. Funds may be used to cover past due rent **only** in situations where it would result in avoiding eviction for a minimum of 30 days. They may also be used for lodging at a hotel for no more than 30 days. Payments are required to be paid directly to landlord, property management company or utility provider. There is a maximum of \$2000.00 per household.
- III. **Payment Amount and Method:** The maximum amount available under this agreement is \$25,000.00. The Board of Supervisors has allocated a total of \$200,000.00 to be made available by application for Centralized Intake partners to be used for emergency rent and utility assistance. Provider may apply for additional funding (*if available*) once 80% of the initial \$25,000.00 award is exhausted.
- IV. **Eligibility.** Provider is expected to use their existing eligibility guidelines. Any restrictions or limits to clients' ability to access assistance, based on previous year's maximum assistance will be waived for the use of this funding.
- V. **Reporting Requirements.** Provider will submit at least monthly, a report to include each recipient household's size and demographics (age, race, gender, employment status), new or existing client, category of use, amount paid, the payee and a copy of paid receipt or invoice. Monthly reports will be submitted until the award amount has been fully expended.
- VI. **Funding availability.** Applications will be accepted through September 30, 2021 or until fully awarded.
- VII. **Non-delegation:** Provider shall not delegate or subcontract with any third party to provide the services funded through this MOU.
- VIII. **Termination.** This agreement shall remain in full force and effect until the award amount has been fully expended but no later than June 30, 2022. The Story County Board of Supervisors may terminate this MOU by giving written notice to the Provider at least thirty

(30) days before the effective date of such termination. Within thirty (30) days of the effective date of termination, the Provider shall return to the County any unspent funds and/or any funds spent outside the guidelines in section II.

IX. Address for Notices or Other Correspondence. Any notices or other correspondence to the County related to this MOU shall be directed to the address below as follows:

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

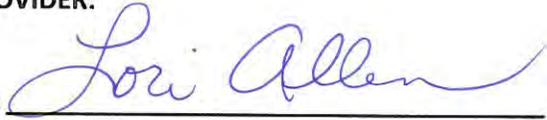
X. Effective Date of MOU. Upon approval and signature by both parties, the agreement will become effective immediately.

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

COUNTY:

PROVIDER:

By: 

By: 

Print Name: Lisa K Hedden

Print Name: Lori Allen

Print Title: Chair

Print Title: Director

Date: 8-10-21

Date: 8-6-2021

Application for Emergency Rent and Utility Assistance to Prevent Homelessness in response to the expiration of the eviction moratorium on and the negative economic impacts of COVID-19.

The Story County Board of Supervisors has allocated \$200,000.00 in emergency funding to be used for rent and utility assistance. Centralized Intake partners (Good Neighbor, The Salvation Army and The Bridge Home) may complete the application below to request funding of up to \$25,000.00 to be used in response to the expiration of the eviction moratorium and the negative economic impacts of COVID-19. A provider may apply for additional funding (*if available*) once 80% of the initial \$25,000.00 award is exhausted. Applications will be accepted through September 30, 2021 or until the allocation has been fully awarded. Any funds awarded through this opportunity must be spent by June 30, 2022.

Funds may be used for rental application fees, deposit, current and/or next month's rent and/or the cost for new utility hook up including any past due utility bills if necessary. Funds may also be used for lodging at a hotel for no more than 30 days. Recognizing the fact that moving is very costly both emotionally and financially, funds may be used to cover past due rent but **only** in situations where it would result in avoiding eviction for a minimum of 30 days.

Payments are required to be paid directly to landlord, property management company or utility provider.

There is a maximum of \$2000.00 per household. Provider should use their existing eligibility guidelines however, any restrictions or limits to clients' ability to access assistance related to reaching their current or previous year's maximum assistance threshold should be waived for the use of this funding.

This completed and signed application and Memorandum of Understanding (attached) must be submitted together. Only applications that include both documents will be approved.

Agency Good Neighbor Emergency Assistance, Inc.
Name & title of person completing the application: Lori Allen, Director
Agency Address: 613 Clark Avenue, Ames, IA 50010
Phone: 515-296-1449 Email: director@gnea.org
Amount requested: \$ 25,000
Signature (please use blue ink): Lori Allen

Return originals to:

Story County Board of Supervisors' Office
Story County Administration Building
Attention: Sandra King
900 6th Street
Nevada, IA 50201
Email: sking@storycountyia.gov
Fax: 515-382-7206

APPROVED **DENIED**
Board Member Initials: AKH
Meeting Date: 8-10-21
Follow-up action: _____

If you submit your application via email or fax please mail the original *as soon as possible*. The original documents are required for audit purposes.

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

CONTRACT FOR HIGHWAY RIGHT OF WAY

PARCEL No: 04-19-400-205
 PROJECT No: L-LIN20S--73-85
 ROAD No: 690th St.

THIS AGREEMENT made and entered into this 19th day of July, A.D. 20 21 by and between

EDWARD OCHYLSKI REVOCABLE TRUST U/A/D 11/7/86, AND MARITAL GST NON-EXEMPT TRUST CREATED BY ELEANOR OCHYLSKI REVOCABLE TRUST U/A/D 11/7/86.

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

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

The West 12.00 feet of the East 45.00 feet of the North 100.00 feet of the South 2,192.00 feet in the NE $\frac{1}{4}$, SE $\frac{1}{4}$ of Section 19, Township 85 North, Range 21 West of the 5th P.M., Story County, Iowa. Easement contains 0.11 acres of which 0.08 acres is existing R.O.W.

County of Story, State of Iowa, and more particularly described on Page 5 and which include the following buildings, improvements and other property:

See attached graphical representation

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

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

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

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

	Payment Amount	Agreed Performance
\$	<u>189.13</u>	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>189.13</u>	TOTAL LUMP SUM

BREAKDOWN:		ac.=acres	sq.ft.=square feet	\$	Buildings & Improvements	\$
Land by Fee Title			ac./sq.ft.	\$		
Underlying Fee Title			ac./sq.ft.	\$	Fence ___ rods woven	\$
Permanent Easement	<u>0.03</u>		ac./sq.ft.	\$ <u>164.13</u>	Fence ___ rods barb	\$
Temporary Easement			ac./sq.ft.	\$		
Damages for:						\$
					<u>Future Abstract Entry in the amount of \$25.00</u>	

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

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

Edward Ochylski

Edward Ochylski, Trustee
EDWARD OCHYLSKI REVOCABLE TRUST
U/A/D 11/7/86

5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 5 pages.

6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such lien from said premises, and if necessary and proper, Sellers agree that any part of the sum owing to them under this contract may be paid to the holder of such lien for such release.

7. Buyer agrees that any drain tile that is located within the premises and is damaged by highway construction shall be repaired at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to the Seller. Buyer shall have the right of entry upon Sellers remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property of maintaining the same to restrain livestock.

8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.

9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.

10. Seller states and warrants that, to the best of Seller's knowledge, there are no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except,

11. This Written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

Additional Right of Way Agreements:

SELLER'S ACKNOWLEDGMENT

STATE OF IOWA: as On this 19th day of July, 2021, before me, the undersigned, personally appeared Edward Ochylski

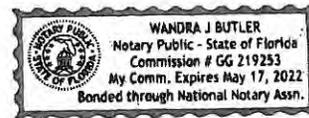
Known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

Wandra J Butler
Notary Public in and for the State of IOWA

BUYER'S APPROVAL

Darren Moon 8-3-21

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



Li K Holden 8-10-21

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

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

Edward Ochylski

Edward Ochylski, Co-Trustee
MARITAL GST NON-EXEMPT TRUST CREATED
BY ELEANOR OCHYLSKI REVOCABLE TRUST
U/A/D 11/7/86

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

Additional Right of Way Agreements:

SELLER'S ACKNOWLEDGMENT

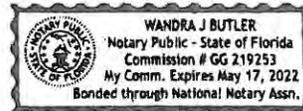
STATE OF IOWA: ss On this 19th day of July, 2021, before me, the undersigned, personally appeared FLORIDA Edward Ochylski

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

Wandra J Butler
Notary Public in and for the State of FLORIDA

BUYER'S APPROVAL

[Signature]
Recommended by: Darren Moon P.E., Story County Engineer (Date) 8-3-21



[Signature] 8-10-21
Approved by: Chairperson, Story County Board of Supervisors (Date)

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

X Kathy Hovey
X _____

Kathy Hovey, Co-Trustee
MARITAL GST NON-EXEMPT TRUST CREATED
BY ELEANOR OCHYLSKI REVOCABLE TRUST
U/A/D 11/7/86

- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 25 pages.
- 6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such lien from said premises, and if necessary and proper, Sellers agree that any part of the sum owing to them under this contract may be paid to the holder of such lien for such release.
- 7. Buyer agrees that any drain tile that is located within the premises and is damaged by highway construction shall be repaired at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to the Seller. Buyer shall have the right of entry upon Sellers remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property of maintaining the same to restrain livestock.
- 8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
- 10. Seller states and warrants that, to the best of Seller's knowledge, there are no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except,
- 11. This Written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

Additional Right of Way Agreements:

SELLER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 12th day of July, 20 21, before me, the undersigned, personally appeared Kathy Hovey

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



Tyler Christoffersen
Notary Public in and for the State of Iowa

BUYER'S APPROVAL

Darren Moon

8-3-21

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

(Date)

Kevin K. Holden 8-10-21

Approved by: Chairperson, Story County Board of Supervisors

(Date)

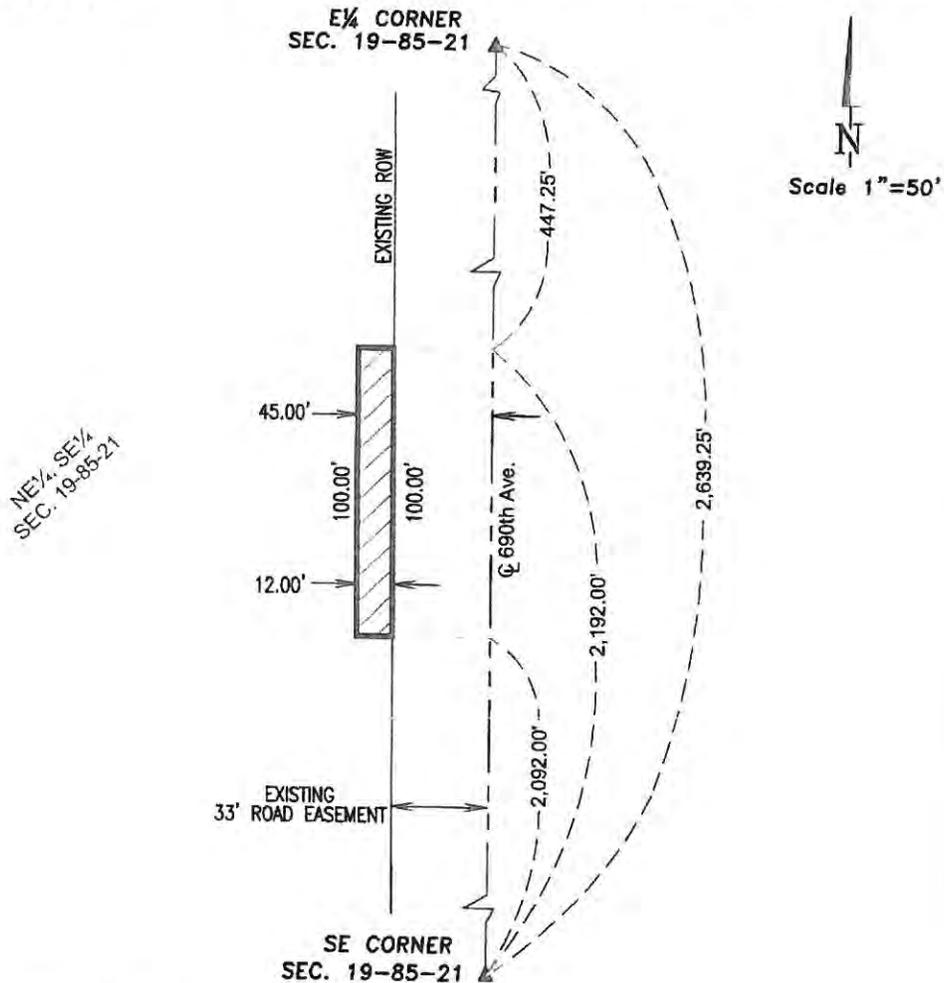
"Exhibit A"

STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

PROJECT NO. L-LIN20S--73-85 PARCEL NO. 04-19-400-205
SECTION 19, TOWNSHIP 85N, RANGE 21W, OF THE 5TH P.M., STORY COUNTY, IOWA.
ACQUIRED FROM EDWARD OCHYLSKI REVOCABLE TRUST U/A/D 11/7/86, AND MARITAL GST NON-EXEMPT TRUST CREATED BY ELEANOR OCHYLSKI REVOCABLE TRUST U/A/D 11/7/86.

EXISTING R.O.W. 0.08 ACRES NEW R.O.W. 0.03 ACRES TOTAL R.O.W. 0.11 ACRES

The West 12.00 feet of the East 45.00 feet of the North 100.00 feet of the South 2,192.00 feet in the NE $\frac{1}{4}$, SE $\frac{1}{4}$ of Section 19, Township 85 North, Range 21 West of the 5th P.M., Story County, Iowa. Easement contains 0.11 acres of which 0.08 acres is existing R.O.W.



DATE DRAWN 6/11/2021

Service Agreement

Agreement #: 208028.1
Dated: 08/04/21

Stanley Convergent Security Solutions, Inc.

This Agreement is made and entered into this ____ day of August, 2021 between Stanley Convergent Security Solutions, Inc., hereinafter referred to as "Stanley" and Story Co, IA Justice Center, hereinafter referred to as "Customer".

System and Service

Stanley agrees to furnish labor for maintenance repair services, during the term of this Agreement, at the premises of the Customer located at:

Story Co, IA Justice Center
1315 B Avenue
Nevada, IA 50201
515-382-7532

Attn: Micah Anderson, Asst. Jail Commander
(mandersen@storycountyiowa.gov)

Terms of Renewal and Expiration

This Agreement is effective as of the execution date of this Agreement and shall have an initial term of thirty-six (36) months from the first day of the first full month after a signed agreement is received and thereafter shall be automatically renewed for consecutive terms of three (3) years, unless either party gives written notice at least sixty (60) days prior to the end of such term, to the other of intent to allow the Agreement to expire as of the end of the then-current term.

Payment and Scope (prices do not include any applicable state and local sales or use tax):

A. Payment: Customer agrees to pay Stanley:

\$ 350.⁰⁰ for services per month, as described in the Schedule of Service, payable monthly, quarterly, or annually, in advance commencing from the first (1st) day of the month following the date the signed agreement or on this specified date: 09/01/2021. Stanley may at any time following the expiration of a thirty-six (36) month term of this Agreement, increase the monthly charge shown above, once a term. If Stanley increases the basic monthly charge in any term by an amount greater than nine (9) percent, customer may terminate the Agreement upon written notice to Stanley within fifteen (15) days of notification of such increase.

B. Payment Terms: All payments are net thirty (30) days from receipt of invoice.

Schedule of Service:

Total Price of \$350.⁰⁰/Month Provides:

Phone Support Only Service Agreement with Two Preventative Maintenance Trips
(Monday thru Friday, 8am to 4pm ET)

Priority Response Plan: (°)

Phone response within 4 business hours.

Semi-annual inspections and system calibration

Free telephone consultation, during business hours

Free remote diagnosis using our Secure Gateway(*)

Any Trips to Site will be billed as T&M per our current Service Rates.

(°)Note: There will be an added cost per month for service during after hours or holiday hours

(*)Note: Requires High-speed Internet connection provided and managed by you

Service Agreement

Agreement #: 208028.1
Dated: 08/04/21

Scope of Security Electronics System:

For the purpose of this agreement, the Security Electronics is defined to cover the following systems:

- **Touchscreen Control System**
Including PC(s), Touchscreen monitor(s) and microphone.
- **Door Control System**
Allen-Bradley programmable logic controller equipment.
Door control electrical components including door control equipment racks, relay boards, power supplies, fuses.
- **Intercom System**
Intercom, paging, and threshold alarm system components including intercom headend, intercom field devices, and speakers.
- **Utility Control Interface**
Lighting and receptacle contactors controlled by the security system.
- **Security Management System**
Security management system computer.
- **Software**
Software including PLC, intercom, and Data Logging software. This is for the maintenance of the current software configuration. This includes maintaining backups.

Not included in our agreement:

- On-site Service (Additional Service will be charged at the current service rates.)
- Coverage on weekends, holidays, before 8:00 am, and/or coverage past 4:00 p.m., EST.
- Hardware.
- Wonderware license upgrades.
- Obsolete or discontinued equipment, including but not limited to PCs/Workstations/Servers due to OS updates.
- CCTV System (Milestone System Provided by others, cameras, switches, etc.)
- Access Control System (by others)
- Calibration of door position switches or other door adjustments.
- Wiring outside the door control panels or consoles.
- Systems provided by others.
- Lifts or special equipment needed to service equipment mounted in high locations.
- Abnormal abuse of the system. (i.e. vandalism, abuse, neglect, customer's misuse, etc.)
- Failure of customer to provide continuous environmental conditions for which installed equipment is rated for.
- All acts beyond the control of Stanley. (i.e. fire, flood, tornado, lightning, etc.)
- Mechanical parts & labor on door lock system.
- Fire Alarm System.

Service Agreement

Agreement #: 208028.1
Dated: 08/04/21

Terms of Service:

1. Liquidated Damages and Stanley's Limits of Liability

- A. It is understood and agreed by the parties hereto that Stanley is providing a system and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the system and/or services as described herein and are unrelated to the value of any property located on Customer's premises; that Stanley is not liable for losses which may occur in cases of malfunction or nonfunction of any system provided by, or serviced by, Stanley, that Stanley is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, even if due to Stanley's negligence or failure of performance; that Stanley is not liable for losses resulting from failure to warn or inadequate training; that Stanley is not an insurer; and that insurance covering personal injury, property loss, damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that Stanley offers several levels of protection and services and that the system and/or service described in the Schedule of Service and Protection has been chosen by Customer after considering and balancing the levels of protection afforded by various systems and the related costs.
- B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INABILITY OF STANLEY TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE LOSS. THEREFORE IF SECTION 1A IS JUDICIALLY DETERMINED TO BE INVALID OR UNENFORCEABLE AND ANY LIABILITY IS JUDICIALLY IMPOSED ON STANLEY, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE OR \$10,000, WHICHEVER IS LESS. (IF THERE IS NO ANNUAL SERVICE CHARGE, STANLEY'S LIABILITY SHALL BE LIMITED TO \$500.00.) THIS SUM SHALL BE PAID AND RECEIVED EITHER (I) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (II) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE STANLEY'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS CONTRACT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF STANLEY, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST STANLEY MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES. IF CUSTOMER WISHES STANLEY TO INCREASE THE AMOUNT OF THE LIQUIDATED DAMAGES AS PROVIDED ABOVE, CUSTOMER MAY OBTAIN FROM STANLEY AN ADDITIONAL AMOUNT OF LIQUIDATED DAMAGES BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO STANLEY. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH STANLEY AS AN INSURER.
- C. SINCE THE PARTIES AGREE THAT CUSTOMER RETAINS THE SOLE RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS IN ITS PREMISES, AND FOR PROTECTING AGAINST LOSSES TO HIS/HER OWN PROPERTY OR THE PROPERTY OF OTHERS IN ITS PREMISES, TO THE EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS STANLEY, ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES, BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY STANLEY OF THE INSTALLATION, MAINTENANCE, MONITORING, SIGNAL-HANDLING OR DISPATCHING ASPECTS OF THE SERVICE.
- D. Paragraphs A through C of this Section 1 shall apply to any other company or entity which, in addition to Stanley, furnishes as a subcontractor or otherwise, any installation, monitoring or maintenance services provided hereunder.

E. Limited Equipment Warranty

Where Customer purchases a security system or parts under this Agreement, Stanley warrants that the equipment will be free from defects in material and workmanship for a period of ninety (90) days from the date the security system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at Stanley's sole option, free of charge. Warranty repair is done 8 am-4 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs, through no fault of Stanley, while the system is in the possession of the Customer, or because the system has been adjusted, added to, altered, abused, misused or tampered with by the Customer, operated or used contrary to the operating instructions, use of the software with an operating system other than that specified by Stanley or its original equipment manufacturer ("OEM"), performance issues relating to the use of Customer's data network(s), power fluctuations, or any other cause not within the cause or control of Stanley. If inspection by Stanley fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and Stanley's regular service charges will apply.

DISCLAIMER OF ALL OTHER WARRANTIES: EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE AND TO THE EXTENT PERMITTED BY LAW, STANLEY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT, WILL STANLEY, ITS EMPLOYEES, OR AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. STANLEY MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CUSTOMER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT.

2. Entire Agreement

It is agreed to and understood by the parties that this Agreement, including the provisions on the attached Schedule of Service and Protection and Schedule of Equipment and Services, constitute the entire Agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the premises covered by this Agreement. This Agreement may not be changed, modified or varied except in writing, signed by an authorized representative of Stanley. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Customer. This Agreement shall not become binding on Stanley until approved and accepted by Stanley as provided below. Customer hereby acknowledges that he/she has read this entire Agreement and agrees to be bound by all its terms and conditions.

3. Miscellaneous Charges and Increase in Charges

- A. Customer shall pay any City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increases in charges to contractor for facilities required for transmission of signals under this Agreement.
- B. At Stanley's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either Stanley or Customer is assessed any fine or penalty by any municipality, fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.
- C. If any government agency requires any changes in the system originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain all alarm use permits required by the local jurisdiction.
- D. A balance becomes delinquent thirty (30) days after payment is due under this Service Agreement. Stanley may also, upon written notice to Customer, stop providing monitoring and maintenance services if Customer is delinquent on any payment. Stanley may charge \$25.00 for any NSF check.

4. Further Obligations of Customer

- A. Customer, at its own expense, shall supply appropriate unswitched AC electric power, outlets for such power, located according to Stanley's requirements and telephone company interconnection jacks, if required.
- B. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, interconnect with other equipment or otherwise interfere with equipment installed by Stanley, nor shall Customer permit the same to be done by others. It is further agreed that Customer indemnifies and holds Stanley harmless for any claim arising out of the foregoing and that if any work is required to be performed by Stanley, due to Customer's breach of the foregoing obligations, Customer will pay Stanley for such work in accordance with Stanley's then-current prevailing charges.
- C. For those premises where Stanley is to provide Customer Service Center monitoring, Customer shall furnish Stanley a list of the names, titles, residence addresses, telephone numbers and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, Customer shall also furnish Stanley with an authorized daily and holiday opening and closing schedule.
- D. Customer shall permit Stanley access to the premises for any reason arising out of or in connection with Stanley's rights or obligations under this Agreement.
- E. Should any part of the system be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of Stanley, any repairs or replacement shall be paid for by Customer (ordinary wear and tear excepted in the case of a Stanley-owned system).
- F. Any claim by Customer of improper installation or a defect in the system shall be made in writing to Stanley within thirty (30) days of installation completion.
- G. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises. Customer shall indemnify and hold Stanley harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from Stanley's inability to recover Stanley-owned system components when customer moves out of the premises.
- H. For those premises where closed circuit television equipment is provided, Customer will provide adequate illumination under all operational conditions for the proper operation of the closed circuit television camera and will provide 110 AC power supply where required as well as shelf or desk space for monitors.
- I. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.
- J. Customer represents that, except to the extent it has given Stanley written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulations, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, or in, on or under any portion of any area where work will be performed under this contract. If such materials (whether or not disclosed by Customer) are discovered and such materials provide and unsafe or unlawful condition, such discovery shall constitute a cause beyond Stanley's reasonable control and Stanley shall not start or continue to perform its work under the contract until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. Customer shall indemnify and hold Stanley and its assigns harmless from and against any and all claims, cost and expenses of any kind (including attorney's fees) for fines, penalties, back wages, bodily injury, property damage, delay or work stoppage that arises under or results from a breach of the foregoing representations (regardless of whether or not Customer disclosed such materials to Stanley).

Service Agreement

Agreement #: 208028.1
Dated: 08/04/21

5. Further Obligations of Stanley; Limitations

- A. For those premises where Customer Service Center monitoring is provided, Stanley, upon receipt of an alarm signal from Customer's premises, shall (unless previously instructed otherwise by Customer), make a reasonable effort to transmit the alarm promptly to the police, fire department, medical agency or customer designated agency having jurisdiction or responsibility. Stanley shall also make a reasonable effort to notify Customer's designated representative by telephone of every genuine alarm received unless instructed to do otherwise by Customer. To avoid false alarms, Stanley shall have the right, in its sole judgment, to first investigate the cause of a signal by either telephoning Customer or dispatching a representative to the Customer's premises to determine whether an emergency condition exists warranting notification of the police. Customer agrees that telephone calls received or transmitted by the Customer Service Center, including the receipt and transmission of alarm signals, may be electronically recorded by Stanley, and that Customer consents to such recordings.
- B. **Customer understands that, if the system installed under this Agreement is monitored, due to the nature of the method used for communicating alarm signals to the Customer Service Center, there may be times when that communication method is not able to transmit signals and Stanley will not receive alarm signals.** Digital communicators use standard telephone lines and Stanley does not receive signals when the telephone systems becomes non-operational or the telephone line is cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems, cannot transmit an alarm signal due to lack of signal strength or availability of a communication channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarms signals. Customer understands that Stanley offers several levels of communication methods of alarm signals to the Customer Service Center and that the Services described on the front page of this Agreement and on the Schedule of Service and Protection have been chosen by Customer after considering and balancing the levels of protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required.
- C. In case of possible communication method trouble detected by Stanley, Stanley shall contact the communication method provider and request that it determine the location of the trouble, if unknown to Stanley. When the trouble has been traced to a Customer, Stanley will make a reasonable effort to notify Customer or the designated representative. In the event any service or repair to Customer's equipment becomes necessary, Stanley shall, within a reasonable time, dispatch a representative to Customer's premises for the purpose of making the necessary services or repair. It is understood that the communication method provider is not the agent of Stanley and Stanley shall not be liable for the communication method provider's negligent performance or delay in performance.
- D. For those premises with a direct connection to the police, fire department or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other agencies, and that the personnel of such police and/or fire departments or other agencies are not Stanley's agents nor does Stanley assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.
- E. Stanley shall not be responsible for the replacement of equipment or parts no longer commercially available to Stanley.

6. Termination

- A. Stanley may terminate this Agreement immediately upon written notice:
 - i. In the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of all monies due and for the unexpired term of this Agreement shall become immediately due and payable, or
 - ii. In the event Stanley's Customer Service Center, the telephone lines, wires or Stanley's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; or
 - iii. As provided in this Service Agreement related to expiration and price increases.
- B. Customer may terminate the Agreement:
 - i. Upon sixty (60) days' written notice to Stanley prior to the end of the term;
 - ii. Immediately upon written notice, in the event Customer's premises are, by any cause beyond the control of the Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such premises; provided that if the Customer is using equipment owned by Stanley or its assignee, the Customer must pay Stanley all payments remaining to be made under this Agreement through its scheduled expiration; or
 - iii. As provided in this Service Agreement relating to expiration, price increases, and assignment.
- C. Upon termination of this Agreement, Customer shall permit Stanley access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the equipment.

7. Assignment

This Agreement is not assignable by the Customer except upon written consent of Stanley first being obtained. Stanley shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Customer.

8. No Subrogation

Customer does hereby for itself and other parties claiming under it, release and discharge Stanley from and against all claims arising from hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Stanley.

9. Choice of Law

This agreement is entered into in the State of Iowa and shall be interpreted, enforced and governed under the laws of the State of Iowa without regard to application of conflicts of laws principals that would require the application of any other law.

Please sign below. Upon receipt, Stanley will execute and return a fully executed copy to you.

<p>Stanley Convergent Security Solutions, Inc.</p> <p>Sales Representative <u>Chris Allen, Technical Sales Engineer</u></p> <p>Approved and accepted by Stanley</p> <p>By _____</p> <p>Title _____</p> <p>Date _____</p>	<p>CUSTOMER By (Signature) <u><i>Lisa R Holden</i></u></p> <p>Name (Print or Type) <u>Lisa R Holden</u></p> <p>Title <u>Chair, BUS</u></p> <p>Date <u>8-10-21</u></p> <p>Bank Reference _____ Telephone _____</p> <p>Account Number _____</p>
<p>NOT BINDING ON Stanley WITHOUT AUTHORIZED MANAGEMENT APPROVAL SIGNATURE</p>	

Return to: Stanley Convergent Security Solutions, Inc., 14670 Cumberland Rd, Noblesville, IN 46060

DO NOT WRITE IN THE SPACE ABOVE. RESERVED FOR RECORDER

Prepared by Andrea Wagner Story County Planning & Development, 900 6th St., Nevada, Iowa 50201 515-382-7245
Return to Planning & Development

**STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NO. 22-11**

**SETTING DATE AND TIME FOR A PUBLIC HEARING FOR AUGUST 17TH, 2021, FOR
RESOLUTION #22-12, VACATING A PORTION OF A UTILITY EASEMENT ON LOT 3 IN
FORREST PARK SUBDIVISION**

WHEREAS, the Board of Supervisors approved the *Code of Ordinances of Story County, Iowa*, on May 21, 2013, and amended on May 29, 2018; and

WHEREAS, the Section 87.10 (1) indicates the proprietors of lots within an official plat who wish to vacate any portion of the official plat shall file a petition for vacation with the Story County Board of Supervisors; and

WHEREAS, the Section further indicates the County shall follow the process outlined in Section 354.22 of the Code of Iowa, once a petition to vacate part of an official plat is received; and

WHEREAS, Donald and Bobette Moore, 26971 Parkview Lane, Nevada, IA 50201, have submitted a petition to vacate a utility easement located on Lot 3 in Forrest Park Subdivision (Parcel #11-29-309-290); and

WHEREAS, on June 15, 1978, the Forrest Park Subdivision Plat was approved by the Board of Supervisors showing the utility easement; and

WHEREAS, Section 354.22 of the Code of Iowa allows proprietors of lots within an official plat to request to vacate any portion of the official plat by resolution following a public hearing and recording of the resolution;

WHEREAS, public notices were mailed July 29, 2021 to property owners and utility companies within a ¼ mile and the affected property owners and mortgagees located within 300 feet of the vacation area;

AND WHEREAS, the Planning and Zoning Commission recommended the Board of Supervisors approve the vacation at their August 4, 2021, meeting (vote 6-0);

NOW, THEREFORE, BE IT RESOLVED that a public hearing on Resolution 22-12, vacating the 20 foot wide utility easement on the northern half of Lot 3 of Forrest Park Subdivision, be held by the Board of Supervisors on the 17th day of August, 2021, in the Public Meeting Room of the Story County Administration Building, 900 6th Street, Nevada, Iowa, at 10:00 AM.

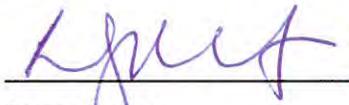
IT IS FURTHER RESOLVED that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution upon its approval by the Board of Supervisors.

Dated this 10th day of August, 2021.



Chairperson, Board of Supervisors

Attest:



County Auditor

ROLL CALL Latifah Faisal Yea X Nay ___ Absent ___

FOR ALLOWANCE Lisa Heddens Yea X Nay ___ Absent ___

Linda Murken Yea X Nay ___ Absent ___

ALLOWED BY VOTE

OF BOARD

Yea 3 Nay 0 Absent 0

 Above tabulation made by 

CHAIRPERSON

RECEIVED

JUL 29 2021

STORY COUNTY
COMMUNITY SERVICES

AMENDMENT NO. 1
To
Story County
Provider and Program Participation Agreement Amendment
Dated July 1, 2020

1. This amendment is entered into this 1st day of July, 2021 by and between Story County and Central Iowa Juvenile Detention Center (Provider), original parties to the agreement dated July 1, 2020.
2. In consideration of the mutual covenants herein made, the agreement is amended as follows: Attachment A is removed and replaced in its entirety with the following attachment A:

Central Iowa Juvenile Detention Center ATTACHMENT A Amendment Effective 7/1/21
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2022

Service Description	Unit of Service	Rate
Substance Abuse Civil Commitment Transportation	Hour	\$52.01
Substance Abuse Civil Commitment Transportation - Matron	Hour	\$27.00

OTHER TERMS:

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

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

Prior authorization is not required for Civil Commitment transportation.

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

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.

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

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

Story County:

Central Iowa Juvenile Detention Center:

By: 

By: 

Print Name: Lisa K Hecker

Print Name: Travis Walker

Print Title: Story County Board of Supervisors

Print Title: operations Director

Date: 8-10-21

Date: 7-26-21

RECEIVED

JUL 21 2021

**STORY COUNTY
COMMUNITY SERVICES**

**AMENDMENT NO. 1
To
Story County
Provider and Program Participation Agreement Amendment
Dated July 1, 2020**

- 1. This amendment is entered into this 1st day of July, 2021 by and between Story County and Mary Greeley Medical Center (Provider), original parties to the agreement dated July 1, 2020.**
- 2. In consideration of the mutual covenants herein made, the agreement is amended as follows: Attachment A is removed and replaced in its entirety with the following attachment A:**

**Mary Greeley Medical Center ATTACHMENT A Amendment Effective 7/1/21
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2022**

Service Description	Unit of Service	Rate
Inpatient Detox Services (Does not include physician services)	Daily	\$996.00
Inpatient Detox Physician Services	Daily	\$141.40
Detox Observation Services		
Up to 8 hours	8 hours	\$549.16
Up to 12 hours	12 hours	\$669.71
Up to 23 hours	23 hours	\$816.72
Substance Abuse Civil Commitment Transportation	Hour	\$52.01
Substance Abuse Civil Commitment Transportation - Matron	Hour	\$27.00

OTHER TERMS:

For individuals on a Substance Abuse Civil Commitment whom have been determined to not meet medical necessity for inpatient detox services and are unable to be released until a civil commitment hearing is held, funding for up to 3 days may be considered when the individual meets Story County Substance Abuse Services Funding Policy criteria.

Substance Abuse Civil Commitment Transportation services shall be provided via secure vehicle with life-saving equipment from MGMC to the court ordered destination. The unit of service billed is an hourly rate for client transport from MGMC, to client destination and return of driver to MGMC. The standard unit of service identified by MGMC and CICS MHDS Region will be used for common transportation trips.

Funding prior authorization is not required for Substance Abuse Civil Commitment Transportation services from MGMC to the court ordered destination. Upon providing Substance Abuse Civil Commitment Transportation, MGMC will notify Story County Community Services by sending the funding application to the local service coordinator by end of next business day.

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

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

Story County:

By: 

Print Name: Lisa K Heckman

Print Title: Story County Board of Supervisors

Date: 8-10-21

Mary Greeley Medical Center:

By: 

Print Name: Cory BeAffre

Print Title: Vice President

Date: 7-17-21

STORY COUNTY UTILITY PERMIT

Date 8/2/21

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 S. Story St Boone IA, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of 1-Phase Primary on secondary route 510th Ave, from 911 6558 to 911 6520, a distance of 24.5' ~~miles~~ FT.

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

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

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

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

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

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

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

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

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

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

Date 8-2-21

Midland Power Cooperative
Name of Company (Applicant - Permittee)

Todd Leahl 515-370-5269
by Phone no.

Recommended for Approval:

Date 8-2-21

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

Approved:

Date 8-10-21

Li K. Holden
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.

IOWA 93 MIDLAND POWER COOPERATIVE

STAKING SHEET

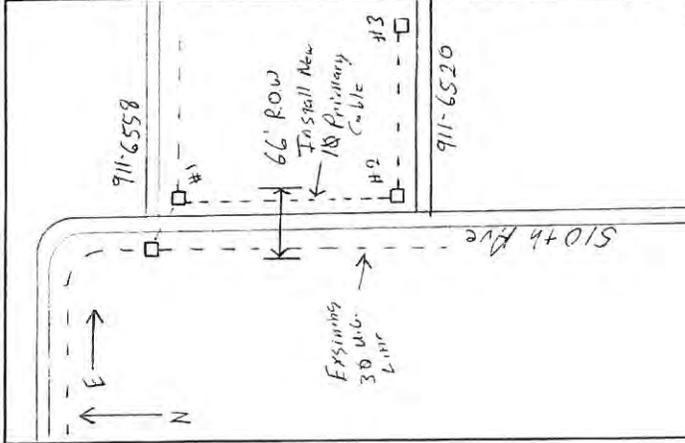
WORK ORDER NO. 14013
 Staked By TL 740c# 101
 Date 7-14-2021
 Sheet No. 1 of 1
 Complt By _____ Date _____

WORK ORDER CODE	
New Construction	<input checked="" type="checkbox"/>
System Improvement	<input type="checkbox"/>
Replacement	<input type="checkbox"/>
Retire No. Replace	<input type="checkbox"/>

County: Story
 Township: Franklin
 School Dist.: _____

31 Sub
 7 Feeder
 C Phase
 _____ Line Sec.

Map Reference 55 Twp. 84 R 24 Sec. 17 Wire _____ Size 1/0 Kind SCN-220



Pole No.	Pri. (Back) Span.	Poles H & C		Line Angle	Trans "G"	Ground "M2"	GUY		Anchor "F"	SECONDARY		Misc. & Remarks	Unit	No. CONST.	RET.
		Misc.	Pri. Unit				Unit "E"	No. J or K		(Back) Span	Size Meter				
#1		1 3-14	1 2-22			UM (18-1)									
#2	247	1 4-14	1 2-22			UM (18-1)									
#3	286	1 4-14	1 2-22			UM (18-1)									

CONSTRUCTION

Conductor	Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
1/0					633'	1	700'
TOTALS							

RETIREMENT

Conductor	Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
TOTALS							

JOB BRIEFING

Nominal Voltage
 Fault Current Available
 Hazardous Inhaled Volts
 Presence Pictive Grds
 Equipment Grounds
 Pole Condition
 Environmental Condition

Loc of Line Pictive Dvc
 Other Utilities in Area
 Personal Pictive Equip
 Traffic Control
 Job Procedure
 Individual Job Duties
 Other Hazards

Crew Initials 1 2 3 4 5 6

Const. Complt _____
 Retmt. Complt _____
 Material Ticket Complt _____
 500 BH 9-00



Story County Planning and Development
Administration Building
900 6th Street, Nevada, Iowa 50201

Ph. 515-382-7245 Fax 515-382-7294
www.storycountyiowa.gov

*Remain back to
Staff - First
Consideration on
Tuesday,
Aug. 17th*

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Jenna Gilliam, Planning and Development Intern
RE: Discussion of Ordinance 295, amending Chapter 32, Road Identification and Address Numbering System, of the Story County Code of Ordinances
DATE: August 10, 2021

Background

As part of the comprehensive review and update of the Story County Land Development Regulations assigned to the Planning and Development Department as part of the 2021 Work Program, staff has completed the following changes to Chapter 32, Road Identification and Address Numbering System, of the Story County Code of Ordinances.

Staff first presented a previous draft of the Ordinance to the Story County Engineer, Darren Moon, and received feedback. Staff then held a conceptual review meeting with the Story County 911 Database Coordinator, Amanda Pyle, to communicate these proposed amendments and receive additional feedback.

Changes to Chapter 32, Road Identification and Address Numbering System, of the Story County Code of Ordinances are as follow:

First, throughout the entire Chapter 32, staff used of the term county road in lieu of public road, 911 in lieu of E911, and recreational vehicle in lieu of camper trailer. The use of the terms subdivision/private road and public road, in place of county road, was confusing for the general public as subdivision roads can be publicly dedicated. In addition, the use of the term E911, as in the E911 Service Board, was incorrect as the 911 Emergency Communication System in Story County goes by the 911 Service Board now. Furthermore, staff wanted to match the change from camper trailer to recreational vehicle as using updated terminology is important.

Second, in Chapter 32.04(2)(C), staff added that the County Engineer may acquire, fabricate, and erect a subdivision/private road sign that requires maintenance or replacement upon receipt of a fee paid by the applicant. Staff was unsure whether the Engineer's Office acquires road signs or fabricates road signs, or both. Staff confirmed with County Engineer Darren Moon that they acquire, fabricate, and erect road signs. This amendment further clarified that the cost of maintenance or replacement of a subdivision/private road name sign shall be at the subdivision homeowner's or homeowner association's expense.



Third, in Chapter 32.04(4), staff provided general clarification of the road name change process and introduced a road name change process to allow government entities to initiate a road name change without the petition of property owners along the road. Staff considered making this amendment as in the case of some annexations, a city annexes only a portion of the road, creating inconsistencies in addressing. A city or county would be able to initiate a road name change with the proposed amendment so the addressing is consistent. Also, staff recently received a request to change the name of Squaw Road. The property owner could not meet the requirement that representatives of at least 75 percent of the legal property owners along the road sign a petition requesting the name change. With this amendment, the Board of Supervisors can initiate a road name change that is in the public interest, has historical or local significance, and does not duplicate in sound or spelling any existing road name in Story County prior to approval of the change. In addition, staff has changed the petition requirements in that legal property owners adjacent to the road or whose current or future address would be affected by the name change shall sign the petition, as opposed to only property owners along the road signing the petition. Please see the last paragraph in this memorandum for the Story County Assistant Attorney's recommended changes to this section from what was published, posted in the agenda center, and described above.

Fourth, in Chapter 32.06, staff added a requirement that solar energy systems, wind energy conversion systems, and utility facilities shall acquire an address marker.

Next, in Chapter 32.06(1)(C), staff wanted to clarify that if an existing access will be used for a development, it shall be reviewed by the Engineer's Office. The County Engineer communicated to staff that a formal approval process is not necessary for existing accesses, but it would be good if staff notified the Engineer's Office, for review of the new use for the access, and the Engineer's Office will let staff know if there are any issues. However, the Engineer's Office will still require a permit for any modifications to the access.

There have been several instances of contractors or homeowners on subdivision/private roads moving their address markers for construction and location preference that were brought to staff's attention. The County Engineer suggested that staff add a standard to Chapter 32.07(1) that if the contractor or homeowner along a subdivision/private road wishes to install the address marker in a location other than at the main driveway entrance, they shall notify the Engineer's Office, who shall forward it to the Story County 911 Service Board for approval.

Additionally, in Chapter 32.07(4)(D), staff clarified the sign compliance requirements for manufactured home communities and recreational vehicle parks. Essentially, the compliance section now reads that if signage is not in compliance with the requirements, it shall be brought into conformance by the property owner. The existing language was confusing as it read that, "Areas subject to these guidelines which have signage in place in accordance with the requirements of this chapter are not required to install new signs until such time that replacement signage is needed."

Lastly, in Chapter 32.08(1), staff clarified the existing process for a work order, notice, and the removal and renumbering of addresses post-annexation for county and subdivision/private roads. Staff wanted to include the process in which work orders are initiated—by the Planning and Development Director—then routed to the applicable departments/offices—the Engineer's Office, 911 Database Coordinator,



Auditor's Office, and Assessor's Office. The process and/or timeline of both the notice letter and removal of address marker has also been outlined for clarification. The County Engineer and 911 Database Coordinator confirmed that this is their understanding of the process, too.

The Story County Emergency Management Department; Story County Assessor's Office, David A. Swanson; Story County Auditor's Office, Scott T. Wall; Story County Environmental Health, Matthew D. Cory and Taylor R. Jorgensen; and Story County Assistant Attorney, Ethan Anderson, were also routed the proposed amendments.

The Story County Assistant Attorney, Ethan Anderson, suggested that the proposed changes to Chapter 32.04(4) for road name changes were too broad and could allow the Story County Board of Supervisors to petition itself to change road names for potential political reasons. He does support the changes to allow cities to petition for a road name change post-annexation. His recommended change to 32.04(4)(B)(2) is as follows:

Alternatively, a city shall submit a petition requesting the name change post-annexation for the purpose of maintaining consistent addressing for properties not part of the annexation with its addressing grid. The petition shall include proof of notification of legal property owners adjacent to the road or whose current or future address would be affected by the name change.

The Board may take action to approve the ordinance as presented (alternative 1 below) to include this change as recommended the Story County Assistant Attorney.

Recommendation

The Board of Supervisors may consider the following alternatives:

- 1. The Story County Board of Supervisors approves Ordinance 295, amending Chapter 32, Road Identification and Address Numbering System, of the Story County Code of Ordinances, as presented on first consideration and sets second consideration for Tuesday, August 17, 2021.**
2. The Story County Board of Supervisors approves Ordinance 295, amending Chapter 32, Road Identification and Address Numbering System, of the Story County Code of Ordinances, on first consideration and sets second consideration for Tuesday, August 17, 2021.
3. The Story County Board of Supervisors denies Ordinance 295, amending Chapter 32, Road Identification and Address Numbering System, of the Story County Code of Ordinances, on first consideration and sets second consideration for Tuesday, August 17, 2021.
4. The Story County Board of Supervisors remands Ordinance 295, amending Chapter 32, Road Identification and Address Numbering System, of the Story County Code of Ordinances, back to staff for additional information, and directs staff to set first consideration for Tuesday, August 17, 2021.



STORY COUNTY COVID-19 WORKFORCE RETRAINING INITIATIVE

Organization

Name: Ames Chamber of Commerce Foundation (501 c3 organization of the Ames Chamber of Commerce)

Phone: 515.232.2310

Mailing Address: 304 Main Street / Ames, Iowa 50010

Authorized Organization Representative

Name: Dan Culhane

Email: dan@ameschamber.com

Phone: 515.232.2310

Project Title

Story County Workforce Retraining Initiative

Total Funding Request: \$610,450

APPROVED

DENIED

Board Member Initials: SKH

Meeting Date: 8-10-21

Follow-up action: _____



AmesTM
CHAMBER OF COMMERCE
FOUNDATION

EXECUTIVE SUMMARY

In the Fall of 2020, in the midst of the COVID-19 pandemic, a partnership was formed between the Ames Economic Development Commission (AEDC), Des Moines Area Community College (DMACC), Center for Creative Justice (CCJ), and United Way of Story County (UWSC) to support retraining of individuals adversely impacted by the COVID-19 pandemic. We were successful in our efforts to receive a \$100,000 grant from the State of Iowa to support us in our efforts.

With the United Way serving as the applicant, the grant funds allowed short term staff to be hired to drive the process and administer the funding Funds were also directed to wrap around services (child care and transportation), computers and hot spots. Investment in technology was needed due to much of the coursework was done online, and student incentives were provided throughout the process. Twenty-eight Story County participants were identified to take certificate classes; 26 completed the program.

Three retraining opportunities were offered: CNA (Basic and Advanced), Manufacturing Production Technician, and Welding. These industry clusters were selected due to the large number of job openings in these areas at the time of application.

In Spring 2021, Future Ready Iowa offered a similar grant opportunity with a limit of \$15,000 in funding, but requiring a dollar-for-dollar match, with no staff support allowed. While less than ideal, it was decided that the Ames Economic Development Commission would pursue the funding in order to keep some retraining effort focused on COVID-19 impacted individuals moving forward in Story County. The AEDC committed \$5,000 in local funds to support retraining in the following areas: this Spring: Welding, Maintenance Technician, and CNA classes. We have been able to support ten students in three classes needing wrap around services (child care and transportation) to ensure the participation in the classes.

We are moving forward to draw down funds from the State of Iowa based on our local match to support additional training in the following two areas this September and October: CNA and Mig Welding. We have launched digital media efforts to recruit students for these training classes. Our marketing efforts are limited as we cannot use local funds or state funds on marketing, so current efforts are limited to cost effective digital media efforts. While grateful for the opportunity to move forward with some retraining for COVID-19 impacted individuals over the last six months, the limitations of the Future Ready grant have reduced the number of participants recruited and supported.

There is a great deal of one-on-one assistance and wrap around services required to recruit and sustain participants. We know from the Fall 2020 funding opportunity the importance of dedicated staff. We have not been able to provide this and have done what we could do with our existing staff to support these students on a very limited basis.

Building on the above efforts and learning from these experiences, we have put together a unique plan to launch an aggressive and robust three- and half-year effort to recruit and retrain 407 additional COVID-19 impacted Story County citizens in high demand job growth areas. Proposed training areas will be expanded beyond our current efforts to include additional high growth job areas. This plan will require the support of the Story County Board of Supervisors and a portion of their recovery funds available through the American Rescue Plan Act (ARRP).

ALIGNMENT & INTENT

Issue: The record number of Story County job openings exceeds the availability of job seekers. The divide is much larger considering there is a strong mismatch in the skills and education needed to fill the open opportunities and the skillsets of those that are unemployed or underemployed. Many of our unemployed/underemployed individuals were working in the service sector prior to the COVID-19 pandemic. This sector is experiencing a very slow recovery in Story County.

The following groups have large numbers of individuals that have a lower labor force participation rate in Story County, each situation has worsened as a result of the COVID-19 pandemic:

- Low Income
- Women
- High School Drop Outs
- 2020/2021 Story County graduates that have been adversely impacted by COVID-19
- Justice System Involved
- Persons of Color
- People with Disabilities

These individuals will also benefit from training targeted to meet the high growth job needs in healthcare, manufacturing, and construction.

- **Objective 1:** Offer expanded retraining opportunities for COVID-19 impacted citizens in partnership with DMACC in Story County focused on the high job growth area of healthcare, manufacturing, and construction.
 - **Goal: Conduct at least 59 retraining classes over a three- and half-year period in Story County.**
- **Objective 2:** Launch a robust recruitment campaign that meets COVID-19 impacted people where they are at, including but not limited to, building relationships with Story County Human Service organizations, Department of Corrections, local faith-based community, and area high schools.
 - **Goal: Recruit at least 407 program participants from these efforts in a three-year period.**
- **Objective 3:** Engage the Story County business community to ensure training includes things that are key to job success. Encourage business involvement in the classes and in efforts to connect program graduates to high growth employment openings in Story County.
 - **Goal: 366 participants (90%) graduate from program (much higher than current DMACC rate) and 80% of the graduates (326) are employed within 30 days of completing the training.**

Who are the intended beneficiaries of this project and how many are there?

We are targeting 407 Story County people adversely impacted by the COVID-19 pandemic to participate in these retraining efforts. The impact goes beyond the program participants to include their families, and local business and industry that will have more qualified applicants/employees positively impacting our Story County communities.

What are the expected impacts to the beneficiaries of this project?

Story County Participants/Families

- Regularly scheduled and predictable work shifts
- Increased income
- Access to benefits including but not limited to vacation and sick pay, health care, and retirement funds
- Opportunities for advancement (professionally and personally)

Story County Business/Industry

- Additional applicants for high growth job opportunities
- More qualified applicants
- Employees that require less training
- Less turnover as program graduates equipped and better prepared for work

Communities

- More engaged citizens
- Reduced needs for community-based services

PROPOSED COURSE SCHEDULE

We have met with our partners at DMACC confirming their commitment to the following schedule of classes focused on retraining Story County citizens.

	Sept Oct 21	Nov Dec 21	Jan Feb 22	Mar Apr 22	May June 22	July Aug 22	Sept Oct 22	Nov Dec 22	Jan Feb 23	Mar Apr 23	May June 23	July Aug 23	Sept Oct 23	Nov Dec 23	Jan Feb 24	Mar Apr 24	May June 24	July Aug 24	Sept Oct 24	Nov Dec 24
Nurse Aide Basic	10		10		10		10		10		10		10		10		10		10	
Nurse Aide Advance (NO COST)		10		10		10		10		10		10		10		10		10		10
Patient Intake and Billing			10						10				10				10			
Phlebotomy		10					10					10				10				10
Welding	5		6		6		6		6		6		6		6		6		6	
Mfg.		10		10			10		10		10		10		10		10		10	10
Production Tech																				
Maint./Elect Technician					5						5						5			
Core Construction/Class to be redesigned with input from contractors				8			8			8			8			8			8	
Participants (not including advanced CNA)	16	20	36	18	21	0	44	10	36	18	21	0	44	10	36	18	21	0	44	10

EXPERTISE & PARTNERS

AEDC Organization Personnel and External Partner/Collaborators

The Ames Economic Development Commission will hire a Workforce Development Director to oversee this effort. We will adjust responsibilities within our existing staff to ensure this person has assistance in the areas of bookkeeping and marketing to support this multi-year initiative. In addition to covering a portion of the cost of the new staff related to this effort, we will cover overhead costs (including travel) from the personnel-related funding detailed in the proposed budget.

We will work with the following external partners to ensure program success. Their staff contributions to the program will be considered in-kind expenses and not reimbursable with the recovery funds available through the American Rescue Plan Act (ARP).

- Des Moines Area Community College
- United Way of Story County
- Center for Creative Justice
- Department of Corrections
- Story County Human Service Providers
- Iowa Vocational Rehabilitation
- Iowa Workforce Development
- Story County High Schools (Principals and Guidance Counselors)
- Story County College Action Network
- Story County Faith-Based Community

Project Management Plan/Reporting and Accountability

The Workforce Development Director will be responsible to put together an Annual Workplan and budget detailing plans to meet the recruitment goals outlined in this proposal. Progress will be monitored on a weekly basis as a part of our Entrepreneurial Operating System (EOS).

The Workforce Development Director will make quarterly updates to the Story County Board of Supervisors. Progress will be reported in the form of a Scorecard highlighting the following key performance areas.

- # Classes
- # Graduates
- Scholarships Awarded
- Day Care funding spent
- Participation by Zip Code
- # Participants
- # Accepting Employment
- Transportation funding spent
- Stipends awarded

The Workforce Development Coordinator will be asked to keep this information current weekly. At any time, the scorecard results can be shared with key stakeholders.

These funds will be held by the Ames Chamber of Commerce Foundation in a separate account with dedicated financial reports assembled on a monthly basis. Personnel funding will be requested and documented via an invoice from the AEDC.

Detailed reporting of scholarships, transportation, day care, and stipends awarded will be documented in the same fashion as requested by the State of Iowa and submitted by July 15, 2022, July 15, 2023, July 15, 2024, and January 15, 2025 to the Story County Board of Supervisors. While the monthly reports will show status of funding, the year-end report will provide much more detail including name of participants receiving individual funding support.

Project Sustainability

We will work to build on the anticipated success of the program to attract private sector funding and donations to support a workforce development initiative beyond December 31, 2024.

Our local business industry are key beneficiaries of this new program. After three and half years they should have the opportunity to see the impact of this trained workforce in their organizations. We will seek their funding support to continue these efforts into 2025 and beyond.

We should gain 400+ ambassadors in program graduates. We will be aggressive in our efforts to solicit their referrals to the program.

We should need less marketing funding as the opportunity becomes more widely known.

We will utilize the Ames Chamber of Commerce Foundation to attract tax deductible contributions to support the scholarships, stipends, and wrap around service support.

BUDGET

Expense category	AEDC State of Iowa Future Ready Grant - September - October 2021	Story County FY FY2022 November 1, 2021 - June 30, 2022	Story County FY FY2023 July 1, 2022 - June 30, 2023	Story County FY2024 July 1, 2023 - June 30, 2024	Story County FY2025 July 1, 2024 - December 31, 2024
Personnel Related (overall project coordination, book keeping and marketing support, overhead, and travel)		\$40,000	\$60,000	\$60,000	\$30,000
Wrap Around Services - child care *	\$2,000	\$13,000	\$19,000	\$19,000	\$9,000
Wrap Around Services - transportation *	\$2,000	\$6,500	\$9,500	\$9,500	\$4,500
Student stipends					
- ½ way through class					
- Upon completion		\$41,000	\$61,500	\$61,500	\$31,000
- 30 days into employment					
Scholarships (for those not eligible for Workforce Training Academy funding support due to lack of High School Diploma, justice involved, or income guidelines) *		\$16,000	\$24,000	\$24,000	\$12,000
TB & Flu Shots (CNA candidates)		\$950	\$1,400	\$1,400	\$700
Direct Marketing Costs		\$9,500	\$14,000	\$14,000	\$7,000
Administration & Legal		\$3,000	\$3,000	\$3,000	\$1,500
Total budget	\$4,000	\$129,950	\$192,400	\$192,400	\$95,700

*Utilization estimates for child care, transportation, and scholarships based on utilization rates for these services from Fall 2020 and Spring 2021 training classes.



Board of Supervisors

Story County, Iowa

Face Covering Policy in Response to the Novel Coronavirus (COVID-19) Pandemic

Approval Date:

08/10/2021

Effective Date:

08/10/2021

Revision No:

02

Reference: BOS Minutes:

Distribution:

Intranet, S:drive and Policy Book

APPROVED

DENIED

Board Member Initials: SKH

Meeting Date: 8-10-21

General Policy Statement

Per the recommendations from the CDC, Story County will be implementing a Face Covering Policy for employees regardless of vaccination status. Employees will be required to wear a face covering in the situations outlined below.

Scope

This policy is applicable to the following:

All Story County employees responsible to the Story County Board of Supervisors;

All Story County employees responsible to a County elected office holder who has adopted the policy;

All Story County employees not directly responsible to either the Board of Supervisors or a county elected office holder and whose governing body and the Board of Supervisors has certified its applicability.

Purpose: The purpose of the CDC face covering recommendation is for the person wearing the face covering to prevent the spread of the COVID-19 virus to others within 6 feet and or where social (physical) distancing measures are difficult to maintain.

Face Covering: The County will provide each employee regularly reporting to work with up to two cloth face coverings. Employees may provide and wear their own face covering.

Cleaning: The CDC recommends that cloth face coverings should be cleaned each day. The coverings should be laundered in the warmest water appropriate for the fabric. The expectation is that employees will launder their face covering before each work shift begins.

When and where to wear the face covering: The regulation of the face covering is for it to be worn whenever an employee is within the common areas of the building and when social distancing is not feasible (e.g. close or shared workspaces). Areas requiring a face covering to be worn include, but are not limited to: restrooms, break room, hallways, work settings indoors or outdoors where social distancing is not feasible (unless existing safety protocols preclude the wearing of a face covering) and when in a County vehicle with more than one person, provided the mask does not impede the driver's

ability to see and hear. When the mask cannot be worn such as when eating the social distance of at least 6 feet must be maintained at all times.

When not to wear a face covering: Per the CDC, cloth face coverings should not be placed on anyone who has trouble breathing, or is unconscious, incapacitated or otherwise unable to remove the mask without assistance.

How to safely remove the face covering: Individuals should be careful not to touch their eyes, nose and mouth when removing their face covering and wash hands immediately after removing. If washing your hands is not available, then per the CDC, use hand sanitizer.

Department Heads and Elected Officials may have additional requirements. Please check with your supervisor.

For more information and to check on any updates please use the CDC website.

www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/diy-cloth-face-coverings.html

RESOLUTION #22-14

WHEREAS: The Board of Supervisors is empowered under authority of Sections 321.255 and 321.285 Subsection 4 of the 2019 Code of Iowa to determine, upon the basis of an engineering and traffic investigation, that the speed limit on any secondary road is greater than is reasonable and proper under the conditions existing, and may determine and declare a reasonable and proper speed limit, and

WHEREAS: Such investigation has been completed in accordance with Manual on Uniform Traffic Control Devices, Section 2B-13, by the Story County Engineer.

NOW THEREFORE, BE IT RESOLVED by the Story County Board of Supervisors that a speed limit be established and appropriate signs be erected at the location described as follows:

- 1) On Secondary Road W 190th St., beginning 1320 feet west of Grant Ave. in Section 9-84-24 and then running east to a point 2156 feet west of the northeast corner of Section 22-84-24 where the current 35 mile per hour speed limit begins, shall be established at 45 miles per hour for the west bound lane. (Story County currently has jurisdiction of the north half of W 190th Street. The City of Ames will be taking action to establish the same 45 mile per hour speed limit on the south half of W 190th Street)

This resolution supersedes and voids all previous resolutions establishing a speed limit on the road section above described. Speed Limit to be effective upon erection of signs.

Adopted this 10th day of August, 2021

Recommended by:

 8-5-21
 Darren R Moon, P.E. Date
 County Engineer


 Chairperson, Board of Supervisors

Attest: 

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 THE BOARD

Yea	<input checked="" type="checkbox"/>	Nay	<input checked="" type="checkbox"/>	Absent	<input checked="" type="checkbox"/>
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 Above tabulation made by 
 CHAIRPERSON