

The Board of Supervisors met on 4/5/22 at 10:00 a.m. in the Story County Administration Building. Latifah Faisal, Linda Murken, and Lisa Heddens, with Faisal presiding. (all audio of meetings available at storycountyia.gov)

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

PROCLAMATION RECOGNIZING APRIL 10-16, 2022 AS NATIONAL ANIMAL CARE AND CONTROL

APPRECIATION WEEK: The Board read the proclamation in full. Murken moved, Heddens seconded the approval of the Proclamation Recognizing April 10-16, 2022 as National Animal Care and Control Appreciation Week. Roll call vote. (MCU)

PROCLAMATION RECOGNIZING APRIL 2022 AS CHILD ABUSE AWARENESS MONTH: The Board read the proclamation in full. Heddens moved, Murken seconded the approval of the Proclamation Recognizing April 2022 as Child Abuse Awareness Month. Roll call vote. (MCU)

PROCLAMATION RECOGNIZING APRIL 2022 AS SEXUAL ASSAULT AWARENESS MONTH: The Board read the proclamation in full. Murken moved, Heddens seconded the approval of the Proclamation Recognizing April 2022 as Sexual Assault Awareness Month. Roll call vote. (MCU)

CENTRAL IOWA TOURISM ANNUAL REPORT: Ann Vogelbacher, Executive Director, reported on partnerships, programming highlights, grant programs, scholarships, special projects, professional development, marketing activities, and outreach efforts.

CHILDSERVE ANNUAL REPORT: Kate Reynolds, Director, reported on staffing, programs, funding, advisory board, community outreach, COVID-19 challenges, statistics, capital projects, and fundraising.

COMMUNITY OUTREACH AND ECONOMIC DEVELOPMENT AND WORKFORCE COVID-19 UPDATE: Greg Pıklapp, Ames Economic Development Commission (AEDC), reported on community outreach and projects, initiatives, and upcoming events. Nikki Fischer, AEDC, reported on retraining demographics and outreach programs.

MINUTES: 3/22/22 and 3/29/22 Minutes – Heddens moved, Murken seconded the approval of the 3/22/22 and 3/29/22 Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) new hire, effective 4/6/22, in a) Conservation for Kallie Judson @ \$19.46/hr; Thomas Haywood @ \$13.00/hr. Murken moved, Heddens seconded the approval of Personnel Actions as submitted. Roll call vote. (MCU)

Murken asked to remove item #11 until next week. Heddens asked to remove item #14 for discussion. Heddens moved, Murken seconded the approval of Consent Agenda with noted changes to items #11 and #14.

1. 28E Agreement for Dispatch Services between the Story County Sheriff's Office and the following cities: Huxley, Nevada, and Story City for \$6.43 per capita, effective 7/1/22-6/30/23
2. 28E Agreements between Story County, Iowa, and the following cities: Collins, Colo, Gilbert, Kelley, Maxwell, McCallsburg, Roland, Sheldahl, Slater, and Zearing for contract law enforcement services for \$65.17 per capita, effective 7/1/22-6/30/23
3. Renewal Class B Native Wine Permit for Slim's Country Market, 11563 US Highway 69, Story City, effective 5/8/22-5/7/23, including Sunday service
4. License Fees between Story County and Associated Computer Systems (ACS) for Cisco Meraki software and maintenance, effective 7/5/22-7/4/23, for \$8,681.33
5. Agreement between Mail Services LLC and the Treasurer's Office, effective 1/25/22, for a three-year term
6. FY23 Iowa Department of Transportation Secondary Roads Budget
7. Iowa Coronavirus Emergency Supplemental Funding (CESF) Program Grant awarded to the Story County Attorney's Office, extended to FY22 and amended for an additional \$8,800.00
8. Contract between the Sheriff's Office and Sigma Alpha Sorority for security, effective 4/8/22, for \$65.00 per hour per deputy, for a minimum of two hours
9. Contract for Highway Right-of-Way with Justin Green for the purchase of permanent easement for \$289.34 (L-IC9--73-85)
10. Contract for Highway Right-of-Way with Maxwell Farms, Inc. for the purchase of permanent easement for \$289.34(L-IC9--73-85)
12. Provider Agreement between Story County and Ames Monument and Cremation to provide transportation of decedents, effective 4/16/22-4/16/26, for \$675.00 per transport
13. Revisions to Determinations made 1/25/22 regarding American Rescue Plan Act (ARPA) Preliminary Eligibility Determinations for Internal and External Applications
15. Contract with Roseland, Mackey, Harris Architects, PC, for Permanent Front Counter Barriers Project for \$15,850.00
16. Resolution #22-67, Setting a Public Hearing for Consideration of Ordinance No. 303

Roll call vote. (MCU)

14. The City of Nevada to use the Administration Building parking lot for event on 5/7/22 – Heddens stated she had discussed the liability issues with Assistant County Attorney Ethan Anderson. The City of Nevada shall provide a liability insurance certificate. Jordan Cook, City Administrator, City of Nevada, stated the city will do whatever the County requests. Heddens stated no alcoholic beverages on County property. Cook will provide a map including usage and barricade locations. Heddens moved, Murken seconded the approval of the City of Nevada to use the Administration Building parking lot for the Pizza Pie Looza event on 5/14/22 with the City of Nevada to provide proof of liability insurance that includes the County property being utilized. Roll call vote. (MCU)

FIVE (5) YEAR SECONDARY ROADS CONSTRUCTION PROJECTS NEEDS: Darren Moon, Engineer, reported on projects, timing, and funding. He provided a map of projects. Moon recommends approval. Murken moved, Heddens seconded the approval of the Five (5) Year Secondary Roads Construction Project Needs. Roll call vote. (MCU)

PURCHASE ORDER FOR ONE NEW TANDEM AXLE PLOW TRUCK FROM O'HALLORAN FOR \$280,790.00

(FY23 BUDGET): Darren Moon, Engineer, reported the truck is budgeted in FY23. Due to increase in price and increase in delivery time, he requested the Board authorize the purchase now. Delivery is anticipated in FY24. Heddens

moved, Murken seconded the approval of the Purchase Order for One (1) new Tandem Axle Plow Truck from O'Halloran for \$280,790.00 (FY23 Budget). Roll call vote. (MCU)

FY23 BENEFIT RENEWAL: Alissa Wignall, Director of Internal Operations and Human Resources, reported on benefits review. There is no increase on premiums or contribution rates. Debbie Dean, Consultant, Benefit Source Inc., reported on additional benefits and standard amounts for coverage. Discussion took place. Wignall reported on the dental plan. Dean reported on differences with plans. Wignall continues to review vision coverage and employer-provided life insurance premiums. Murken moved, Heddens seconded the approval of the FY23 Benefit Renewal as presented. Roll call vote. (MCU)

ENGINEER'S QUARTERLY REPORT: County Engineer Darren Moon reported on savings due to fewer snow storms, spring thaw, rock hauling contract, construction project updates, contract maintenance projects, FY22 budget amendment, and Road Use Tax/Bond Funds for bridge replacement and repair projects. Moon reported on federal, state, and local projects, and current job openings.

PLANNING AND DEVELOPMENT QUARTERLY REPORT: Director Amelia Schoeneman reported on permits, development, other activities, and work program.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: Murken reported on the community survey from the City of Roland. All the Board members reported on calendar items. The 4/12/22 agenda is limited.

Heddens moved, Murken seconded to adjourn at 12:04 p.m. Roll call vote. (MCU)

Story County Board of Supervisors
Meeting Agenda
Administration Building
900 6th St., Nevada, IA
4/5/22

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

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

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

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. Consideration Of Proclamation Recognizing April 10th - April 16th, 2022 As National Animal Care And Control Appreciation Week
Proclamation

Department Submitting Board of Supervisors

Documents:

PROCLAMATION ANIMAL CARE.PDF

7. Consideration Of Proclamation Recognizing April 2022 As Child Abuse Awareness Month

Department Submitting Board of Supervisors

Documents:

PROCLAMATION CHILD ABUSE AWARENESS MONTH.PDF

8. Consideration Of Proclamation Recognizing April 2022 As Sexual Assault Awareness Month

Department Submitting Board of Supervisors

Documents:

PROCLAMATION SEXUAL ASSAULT AWARENESS MONTH.PDF

9. AGENCY REPORTS:

I. Central Iowa Tourism Annual Report - Ann Vogelbacher

Department Submitting Auditor

Documents:

CITR.PDF

II. ChildServe Annual Report - Kate Reynolds

Department Submitting Auditor

III. Community Outreach & Economic Development - Greg Piklapp & Workforce - COVID 19 Update - Nikki Fischer

Department Submitting Auditor

Documents:

AEDC.PDF
WORKFORCE RETRAINING.PDF

10. CONSIDERATION OF MINUTES:

I. 3/22/22 & 3/29/22 Minutes

Department Submitting Auditor

11. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) new hire, effective 4/6/22, in a) Conservation for Kallie Judson @ \$19.46/hr; Thomas Haywood @ \$13.00/hr.

Department Submitting HR

12. CONSENT AGENDA:

(All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time the Board votes on the motion.)

I. Consideration Of 28E Agreement For Dispatch Services Between The Story County

Sheriff's Office And The Following Cities: Huxley, Nevada, And Story City For \$6.43 Per Capita Effective 7/1/22 - 6/30/23

Department Submitting Sheriff

Documents:

HUXLEY.PDF
NEVADA.PDF
STORY CITY.PDF

- II. Consideration Of The 28E Agreements Between Story County, IA And The Following Cities: Collins, Colo, Gilbert, Kelley, Maxwell, McCallsburg, Roland, Sheldahl, Slater, And Zearing For Contract Law Enforcement Services For \$65.17 Per Capita Effective 7/1/2022 - 6/30/2023

Department Submitting Sheriff

Documents:

COLLINS.PDF
COLO.PDF
GILBERT.PDF
KELLEY.PDF
MAXWELL.PDF
MCCALLSBURG.PDF
ROLAND.PDF
SHELDAHL.PDF
SLATER.PDF
ZEARING.PDF

- III. Consideration Of Renewal Class B Native Wine Permit For Slim's Country Market, 11563 Hwy 69, Story City, Effective 5/8/22-5/7/23 Including Sunday Service

Department Submitting Auditor

Documents:

SLIMS MARKET.PDF

- IV. Consideration Of License Fees Between Story County And ACS For Cisco Meraki Software And Maintenance, Effective 07/05/22 - 07/04/23 For \$8,681.33

Department Submitting Information Technology

Documents:

ACS CISCO MERAKI.PDF

- V. Consideration Of Agreement Between Mail Services LLC And The Treasurers Office Effective 1/25/22 For A Three Year Term

Department Submitting Auditor

Documents:

MAIL SERVICES.PDF

VI. Consideration Of FY'23 Iowa Department Of Transportation Secondary Roads Budget

Department Submitting Engineer

Documents:

SR FY 23 BUDGET.PDF

VII. Consideration Of Iowa Coronavirus Emergency Supplemental Funding (CESF) Program Grant For \$208,824

The Story County Attorney's Office was awarded supplemental funding for technology needs from the Iowa Coronavirus Emergency Supplemental Funding Program.

Department Submitting Story County Attorney's Office

Documents:

IOWA CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING.PDF

VIII. Consideration Of Contract Between Sheriff's Office And Sigma Alpha Sorority For Security, Effective 4/8/2022, For \$65.00 Per Hour

Department Submitting Sheriff

Documents:

SIGMA SORORITY AGREEMENT.PDF

IX. Consideration Of Contract For Highway Right Of Way With Justin Green For The Purchase Of Permanent Easement For \$289.34 (L-IC9--73-85)

Department Submitting Engineer

Documents:

CTR ROW GREEN.PDF

X. Consideration Of Contract For Highway Right Of Way With Maxwell Farms, Inc. For The Purchase Of Permanent Easement For \$289.34(L-IC9--73-85)

Department Submitting Engineer

Documents:

CTR ROW MAXWELL FARMS.PDF

XI. Consideration Of Appointment Of Medical Examiner Investigator, James Kruse Effective 4/5/22 For \$250 Per Investigation Plus Mileage

Department Submitting Board of Supervisors

Documents:

JAMES KRUSE PROFESSIONAL CONSULTANT SERVICES
AGREEMENT.PDF

- XII. Consideration Of Provider Agreement Between Story County And Ames Monument And Cremation To Provide Transportation Of Decedents Effective 4/16/22 - 4/16/26 For \$675.00/Transport

Department Submitting Board of Supervisors

Documents:

TRANSPORT.PDF

- XIII. Consideration Of Revisions To Determinations Made January 25, 2022 Regarding American Rescue Plan Act (ARPA) Preliminary Eligibility Determinations For Internal And External Applications

Department Submitting Board of Supervisors

Documents:

ARPA DETERMINATIONS REV.PDF

- XIV. Consideration Of Request From The City Of Nevada To Use The County Administration Parking Lot For The Pizza Pie Looza Event On May 14, 2022

Department Submitting Facilities Management

Documents:

PIZZA PIE LOOZA COUNTY ASK.PDF

- XV. Consideration Of Contract With Roseland, Mackey, Harris Architects, PC, For Permanent Front Counter Barrier's Project For \$15,850.00

Department Submitting Facilities Management

Documents:

RMH.PDF

- XVI. Consideration Of Resolution #22-67 Setting A Public Hearing For Consideration Of Ordinance No. 303

Department Submitting Auditor

Documents:

RES 22 67.PDF

13. PUBLIC HEARING ITEMS:

14. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of 5 Year Secondary Roads Construction Projects Needs - Darren Moon

Department Submitting Engineer

Documents:

5 YEAR PROGRAM.PDF

- II. Discussion And Consideration Of Purchase Order For 1 New Tandem Axle Plow Truck From O'Halloran For \$280,790.00 (FY'23 Budget) - Darren Moon

Department Submitting Engineer

Documents:

FY 23 TANDEM TRUCK.PDF

- III. Discussion And Consideration Of FY'23 Benefit Renewal - Alissa Wignall And Debbie Dean

Department Submitting Human Resources

Documents:

FY23 BENEFIT RENEWAL.PDF

15. DEPARTMENTAL REPORTS:

- I. Engineer Quarterly Report - Darren Moon

Department Submitting Auditor

Documents:

ENGINEER.PDF

- II. Planning & Development Quarterly Report - Amelia Schoeneman

Department Submitting Auditor

Documents:

PD QTR.PDF

16. OTHER REPORTS:

17. UPCOMING AGENDA ITEMS:

18. PUBLIC COMMENT #2:

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

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

20. ADJOURNMENT:

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

Story County Board of Supervisors

Agenda

4/5/22

NAME

ADDRESS

Joby Dragden
Ruelle Wordemann
Allison Selzer
Ann Vogelbacher
Anna Henderson
Katelyn Cash
Greg Piklapp
Nikki Fischer
Shandra King

SCFM
Ames - IA
1525 Airport Rd Ames IA
Central Iowa Tourism Region Webster City IA
Animal Control
Animal Control
Ames Chamber
Ames Chamber
BOS

PROCLAMATION
National Animal Care and Control Appreciation Week

April 10th – April 16th, 2022

WHEREAS, the National Animal Care and Control Association has designated the second week of April each year as Animal Care and Control Officer Appreciation week; and

WHEREAS, the various federal, state, and local government officials throughout the country take this time to recognize, thank, and commend all animal control officers and animal shelter staff for their dedicated service they provide; and

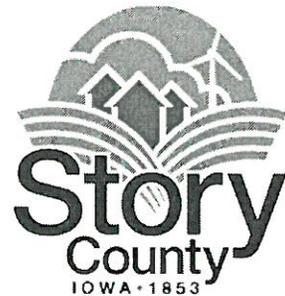
WHEREAS, Animal Control Officers and Animal Care Staff provide essential community functions including the enforcement of animal control laws, protecting the public from diseases such as rabies, capture roaming and potentially dangerous animals, investigating reports of animal complaints and welfare; and

WHEREAS, Animal Control Officers and Animal Care Staff who answer calls for assistance, educate pet owners about responsible animal care, provide for the proper care of animals in their custody, to protect the welfare of homeless animals from injury, disease, abuse, starvation; and

WHEREAS, Animal Control Officers and Animal Care Staff continually find loving homes for adoptable animals as well as reunite lost pets with their rightful owners, and maintain a live release rate well above 90%

NOW, THEREFORE, BE IT RESOLVED THAT, We, the Story County Board of Supervisors, do hereby proclaim April 10th – April 16th, 2022 as National Animal Care and Control Appreciation Week and encourage all citizens to join us in expressing their sincere appreciation for the service and dedication of our Animal Control employees.

 SIGNATURE	4.5.2022 DATE
 SIGNATURE	4-5-2022 DATE
 SIGNATURE	4-5-2022 DATE



PROCLAMATION
Child Abuse Awareness Month

April 2022

WHEREAS, children are vital to our state’s future success, prosperity and quality of life as well as being our most vulnerable assets; and

WHEREAS, all children deserve to have the safe, stable, nurturing homes and communities they need to foster their healthy growth and development; and

WHEREAS, child abuse and neglect are a community responsibility affecting both the current and future quality of life of a community; and

WHEREAS, communities that provide parents with the social support, knowledge of parenting and child development and concrete resources they need to cope with stress and nurture their children ensure all children grow to their full potential; and

WHEREAS, effective child abuse prevention strategies succeed because of partnerships created among citizens, human service agencies, schools, faith communities, health care providers, civic organizations, law enforcement agencies, and the business community; and

NOW, THEREFORE, BE IT RESOLVED THAT, We, the Story County Board of Supervisors, do hereby proclaim April 2022 as Child Abuse Awareness Month in Story County and call upon all citizens, community agencies, faith groups, medical facilities, elected leaders and businesses to increase their participation in our efforts to support families, thereby preventing child abuse and strengthening the communities in which we live.



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4-5-2022

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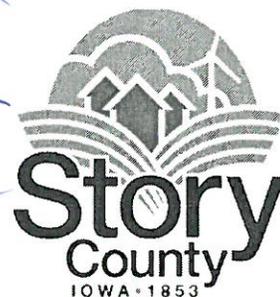
DATE



SIGNATURE

4-5-2022

DATE



PROCLAMATION
Sexual Assault Awareness Month

April 2022

WHEREAS, nationally one in three women and one in four men will experience some form of sexual assault in their lifetime; and

WHEREAS, Sexual Assault Awareness Month draws attention to the fact that sexual violence is widespread and has implications for every community member; and

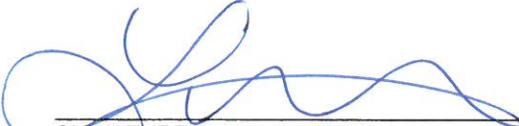
WHEREAS, there is compelling evidence that we can be successful in reducing sexual violence through prevention education, increased awareness, and holding perpetrators who commit acts of violence responsible for their actions; and

WHEREAS, we must work together to educate our community about what can be done to prevent sexual assault and how to support survivors; and

WHEREAS, anyone can be a leader in preventing and ending sexual violence. As employers, educators, parents, and friends, we all have an obligation to uphold the basic principle that every individual should be free from violence and fear; and

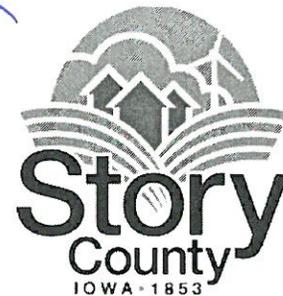
WHEREAS, we encourage every person to start conversations about what sexual violence is, how to prevent it, and how to help survivors connect with services, and to speak out against harmful attitudes and actions.

NOW, THEREFORE, BE IT RESOLVED THAT, We, the Story County Board of Supervisors, do hereby proclaim **April 2022** as **Sexual Assault Awareness Month** in Story County, to keep our community members safe from this crime and to stand with survivors and victims of sexual assault.


SIGNATURE 4.5.2022
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Central Iowa Tourism Region

Industry Partners: Public/private partnership including 35 counties in the region, for-profit businesses, non-profit organizations, and government all working together. Support from all 35 counties, plus attractions, special events, natural resources, hotels, bed & breakfast, wineries, campgrounds, retail, and other visitor related businesses and services across the region.

Match: Annual contract with the Iowa Tourism Office/Iowa Economic Development Authority for over 30 years. Required to match a portion of our state funds and this match comes from county & private memberships and industry partnerships in region programs.

Structure: CITR is a 501C-6 nonprofit organization incorporated in 1987. Governed by a board of directors of directors elected from the membership. Programs determined by the board of directors and carried out by committees and facilitated by region staff.

Grant Administration

Scholarships

2022 Iowa Tourism Conference Awards

- Two scholarship awards to Prairie Rivers of Iowa Staff
- One scholarship award to The Iowan/Heuss Printing Staff

2021 Iowa Tourism Conference Awards

- Two scholarship awards to Prairie Rivers of Iowa Staff

Iowa Tourism Grants – CITR Administers Projects in our Region

- 2022: Ames Convention & Visitors Bureau - \$10,000 This is Ames Tourism Video
- 2021: Ames Convention & Visitors Bureau - \$5,000 for Driving & Walking Tour Apps of ISU and Ames
- 2021: Prairie Rivers of Iowa Resource Conservation & Development - \$5,000 for Lincoln Highway Heritage Byway Informational Guide
- 2020: Prairie Rivers of Iowa Resource Conservation & Development - \$2,700 for Multi-Media Production Featuring Lincoln Highway Corridor Breweries, Wineries & Distilleries

Expertise/Programs: CITR is a proven public/private partnership with an over 30-year track record of successful programming. Two staff members including an executive director and administrative assistant. Programs include special projects determined by our board of directors/industry members, professional development & networking, career development and promotion.

County Benefits

Central Iowa Tourism Region

1. Eligible to appoint two representatives to represent your county to the Region. Representatives are eligible to vote on region business, eligible to serve on committees and eligible for nomination to the CITR board of directors. In turn, representatives are responsible for communicating information about your county to CITR and for sharing information about CITR programs with others in your county.

2. Eligible to have tourism information listed in the CITR Travel Guide and website. The travel guide is the region's primary fulfillment piece and is mailed to all requests for visitor information and distributed at the Iowa Welcome Centers. The travel guide and website feature visitor information about attractions, camping, trails, and golf for each county.

3. Ensure tourism information about the county will be available from the region office. CITR responds to thousands of requests from visitors and questions each year for both individual and group travelers. Your participation allows the region to respond to visitor requests and information about your county.

4. Sign up to staff the CITR booth at the Iowa State Fair. Those working the booth can feature their area during the shift worked and interact with visitors stopping at the booth. CITR provides tickets into the fair, so your only expense is your time & travel.

5. Eligible to participate in the Travel Iowa Marketplace. This successful group travel marketing opportunity was initiated in 1995 by CITR to provide a forum to sell Iowa's group travel opportunities to tour planners from throughout Iowa and surrounding states. After a postponement due to COVID, the 2022 marketplace will be held in November.

6. CITR undertakes a variety of other activities which promote the tourism opportunities in the Region. Includes responding to requests for information from visitors, travel writers, group tour & meeting planners, etc.

7. Education & Professional Development Opportunities. CITR holds seminars in conjunction with the region's membership meetings, and other training opportunities such as the Iowa Tourism Leadership Institute. Topics have included: Fundraising, Sales Strategies, Social Media, Tourism Research, Grant Writing and Sponsorships, Volunteer Recruitment & Retention, Media Training and Public Relations Tips, Working with Travel Writers, Leadership Development, Creative Collaborations & Partnerships, etc. The tourism regions also sponsor Power of Travel Day that brings industry members together from across the state.

8. Tourism Conference Scholarships. Eligible to apply for scholarships to attend the Iowa Tourism Conference.

9. Special Projects. Each year the region develops programming that assists businesses & organizations in the region. Projects include the opportunity to submit internship and job postings for career fairs CITR will attend at Iowa State University, a Guide Training Program for attractions and businesses designed to improve the visitor experience, and participation in the Iowa State Fair. Past special projects included customer service/hospitality training programs with community partners across the region and state; Developed the Iowa Tourism Leadership Institute and continuation of this program; Design on Our Dime program that provided organizations with professional design and copy writing assistance; and our Ask the Expert Program that provided consultations with professionals on topics related to marketing, grants, working with volunteers & board members, succession planning, and human resource issues.

10. Networking Opportunities. Attending CITR meetings provides an ideal setting for those working in tourism in your county to meet and share ideas with others from around the region.

Central Iowa Tourism Region
PO Box 454 Webster City, IA 50595
800-285-5842
515-832-4808 515-832-4809 (fax)

CENTRAL IOWA TOURISM REGION

Proven Programs, Innovation & Networking

The regions are a proven system that supports all industry segments and recognizes the varied needs across the state. Leadership on the region boards represent the diversity of our industry and include hotels, attractions, natural resources, services & education, county government, performing arts, and destination marketing organizations. The regional system provides an equal voice regardless of your budget or organizational size, plus ensures geographic diversity.

Your involvement in CITR supports relevant and innovative programs that directly benefit your business or organization. Regional training sessions are held close to home with opportunities to network and cultivate partnerships with others from your area. The regions are a proven public/private partnership with an over 30-year track record of successful programming including:

SPECIAL PROJECTS

- Guide Training & Certification Program - 150 plus attendees trained statewide with over 50 industry members achieving professional guide certification
- Training & Consultations with Roger Brooks - internationally known travel & tourism expert
- Iowa Tourism Leadership Institute - 69 first year graduates & 34 second year graduates, added third year and alumni tracks
- Hospitality/Customer Service Training - over 2,000 industry members trained
- Ask the Expert - consultations for marketing & branding, human resource, working with boards, grant writing & succession planning
- Design on Our Dime - consultations with professional copy writer & graphic designer
- Culinary Tourism Consultations - training sessions and business consultations with attractions and restaurants

CAREER DEVELOPMENT & MENTORING

- Career Fair - sharing your internships & job postings with over 100 university students
- Mentoring - student volunteer opportunities at industry events

PROFESSIONAL DEVELOPMENT & NETWORKING

- Regional Workshops - industry training through in-person & virtual sessions
- Leadership training & development
- Committee opportunities - provide your expertise with region programs & projects, along with statewide committees
- Networking - share ideas, develop partnerships and learn from your industry peers
- Technical Assistance - available from your region office

PROMOTION

- Central Iowa Travel Guide - annual publication showcasing the region
- Iowa State Fair Booth - promote your area by volunteering to staff booth
- Travel Iowa Marketplace - group travel focused tradeshow



Ann Vogelbacher
ann@iowatourism.com
800-285-5842



ChildServe Report to the Story County Board of Supervisors

April 5th, 2022

Our Mission

We partner with families to help children with special healthcare needs live a *great* life.

Our Vision

ChildServe will be uniquely positioned in Iowa to improve the health and wellbeing of children with special healthcare needs.

Our Values

ChildServe incorporates our core values of care, integrity, trust, partnerships, and excellence in our relationships with children, families, staff members, and the community.

- **Iowa's Largest Pediatric Rehabilitation Provider** with over 100 occupational, physical, and speech therapists (26 in Ames)
- **Iowa's only** CARF-accredited rehabilitation program with specialties in pediatrics and brain injury
- Physician-led by **Iowa's only** board-certified pediatric physiatrist
- Our **256 Ames team members** provide childcare services, medical childcare, outpatient therapy, adaptive equipment and orthotics, Autism Day Program, ABA, mental health therapy, day habilitation, respite, supported community living, social services and case management

Governance:

ChildServe is governed by a **Board of Trustees** and a **Board of Directors**.

- **Ames Community Advisory Board** meets quarterly to give feedback on community engagement and program needs.
 - Grace Larkey**, Chair, Senior Communications Coordinator, Renewable Energy Group
 - Rachel Geilenfeld**, Policy Advisor, Corporate Affairs and Development, Renewable Energy Group
 - Emily Jensen**, Co-Founder, Co-Host and Content Director, Risen Motherhood
 - Julie Kieffer**, Director, Iowa State University Conference Planning and Management
 - Scot Kinne**, Vice President Banking, Fareway Stores, Inc.
 - Austin Lepper**, Director of Population Health, McFarland Clinic
 - Christie Mohlke**, Human Resources Manager, Todd & Sargent
 - Tim Tryon**, Market President, Vision Bank
 - Andrew Tulp**, Project Architect, Story Construction
 - Craig Welter**, Professional Farm Manager, Hertz Farm Management

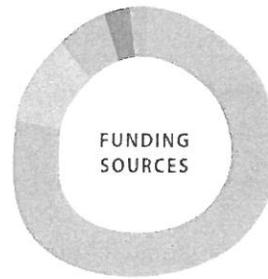
Accreditations and Honors:

- ChildServe Childcare Center has a **5-Star Rating on Iowa Quality Rating System** (will be re-surveyed in Spring of 2023)
- All other ChildServe programs are accredited within **CARF**: Commission on Accreditation of Rehabilitation Facilities (participated in accreditation process February of 2021 – received a three year accreditation)
- For the 8th year in a row, ChildServe was named a Top Workplace by the Des Moines Register. We earned the #12 spot in the Large Company category for 2021 (September 2021).
- Named one of the most influential nonprofits in Des Moines—earning the number six spot on the list of Top 25 Most Influential Nonprofits in the *Business Record's* 2022 Book of Lists.



Programs and Funding:

- Childcare - ASSET funders, DHS childcare assistance, and private pay
- Outpatient Therapy and Adaptive Equipment – private insurance, private pay and Medicaid/MCOs
- Respite and Supported Community Living – ASSET funding with Central Iowa Community Services, Children at Home Funds, ARC of Story County funds, private pay and Medicaid/MCOs
- Day Habilitation, Medical Day Health, Autism Day Health – Private pay and Medicaid/MCOs



77.8%	MEDICAID/MEDICARE
11.0%	PRIVATE INSURANCE
6.4%	CHILDREN + FAMILIES
2.8%	CHARITABLE CONTRIBUTIONS
2.0%	OTHER

Number Served:

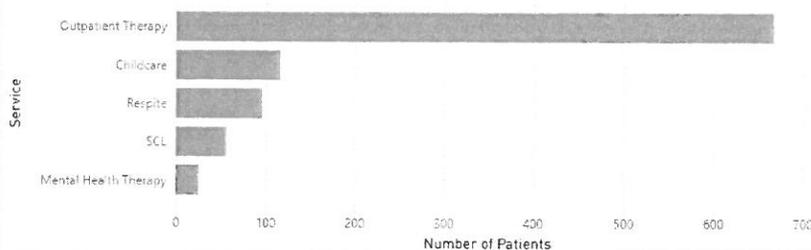
Last year we served 849 children from our Ames Location, which was an increase of 170 children from the prior year. Many children benefitted from multiple services. The average number of services used per child was 2.19



Ages 0-4:	318 (37.5%)
Ages 5-9:	303 (35.7%)
Ages 10-13:	120 (14.1%)
Ages 14-17:	59 (7.0%)
Ages 18-21:	33 (3.9%)
Ages 22+:	16 (1.9%)



TOP 5 MOST COMMON SERVICES



NUMBER OF PATIENTS BY SERVICE & FACILITY

Service	Number of Patients
Outpatient Therapy	667
Childcare	116
Respite	96
SCL	56
Mental Health Therapy	25
Autism Day Health	22
Medical Day Health	19
ABA	14
Day Habilitation	12
Total	849

Satisfaction:

ChildServe team members have a high degree of engagement.

High staff engagement and satisfaction scores

Staff are engaged

82%

Staff feel our mission is important

90%

ChildServe families also report high satisfaction rates:

Organizational Scores

Organizational	FY 2020-2021						FY 2021-2022					
	Q1	Q2	Q3	Q4	YTD	YTD MOE	Q1	Q2	Q3	Q4	YTD	YTD MOE
Family Engagement	96%	95%	93%	93%	95%	+/-3%	96%	94%			95%	+/-5%
Family Satisfaction	94%	93%	91%	93%	93%	+/-3%	93%	95%			94%	+/-5%
Child Satisfaction	88%	89%	92%	90%	91%		90%	91%			90%	
Family Benefit	91%	87%	90%	88%	88%	+/-3%	94%	94%			94%	+/-5%
Child Benefit	89%	88%	90%	85%	88%	+/-3%	92%	90%			91%	+/-5%
Care Coordination	92%	92%	90%	91%	91%	+/-3%	93%	92%			93%	+/-5%
Physical Environment	95%	93%	92%	93%	93%	+/-3%	96%	95%			95%	+/-5%
Billing	86%	87%	82%	85%	85%	+/-3%	91%	92%			91%	+/-5%
Total Responses	228	223	148	117	716		136	166			302	
Total Respondents	187	188	157	98	630		108	114			222	
Child Responses	5	21	174	430	630		823	566			1389	

2021 Highlights for Ames ChildServe:

- The Applied Behavioral Analysis program has grown in size. We currently have two Board Certified Behavior Analysts and are serving 12 children.
- Completed a renovation project at our leased space on 2010 Philadelphia which allowed us to increase our Autism Day Program Classrooms, provide ABA services, begin Mental Health Services, and to grow our Outpatient Therapy program by providing services in 2010 and increasing the Outpatient footprint at our original building. Since the completion of that project we were able to hire our second BCBA, open a second Autism Day Program room, offer Mental Health therapy 3 days a week, and hire 7 additional outpatient therapists.
- The effects of the COVID-19 Pandemic continue to be seen in our cancellation rate and with hiring and staffing. A return to pre-pandemic levels has been difficult for some of our Community based services, names Childcare, Respite, and Supportive Community Living. We continue to see steady intakes/growth and have returned to or surpassed pre-COVID levels in Medical Childcare, Autism Day Program, Applied Behavioral Analysis, and Outpatient Therapy.
- We did hold Respite and Day Habilitation camps this past summer at a location outside of Ames with reduced levels participating. We were able to secure an Ames Community location for this summer and are currently opened up for enrollment and hiring for these programs.

- We were awarded several grants throughout the year. UWSC provided a grant to help equip new Outpatient Therapy space. Story County Community Foundation provided a grant to support the startup of our new Mental Health Therapy program. We have also received donations from multiple service organizations including Kiwanis, Rotary, Elks, and Altrussa.
- Finally, we are excited to announce that we committed to continue growing to meet the needs of Story and surrounding counties. ChildServe is kicking off a multimillion-dollar fundraising project with the goal of not only doubling our current footprint when it comes to physical space, but also doubling the number of children we serve at our Ames campus within the next five years. We are currently working with RDG design and Story Construction on the initial phase of this exciting and much needed expansion.

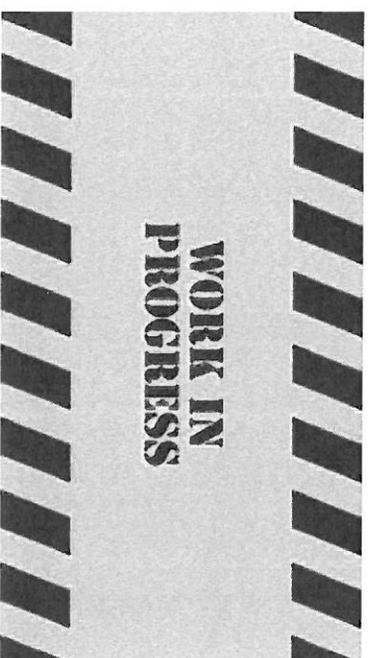
Upcoming Events:

April – Iowa Rural Development Conference

June – Ames MSA Policy Trip to Washington D.C

June/TBD – Local Housing Summit

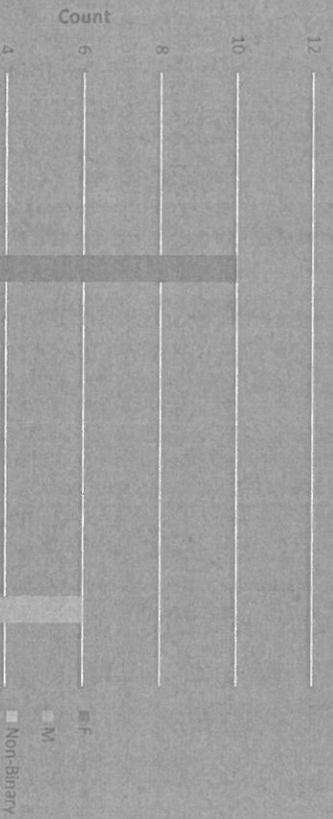
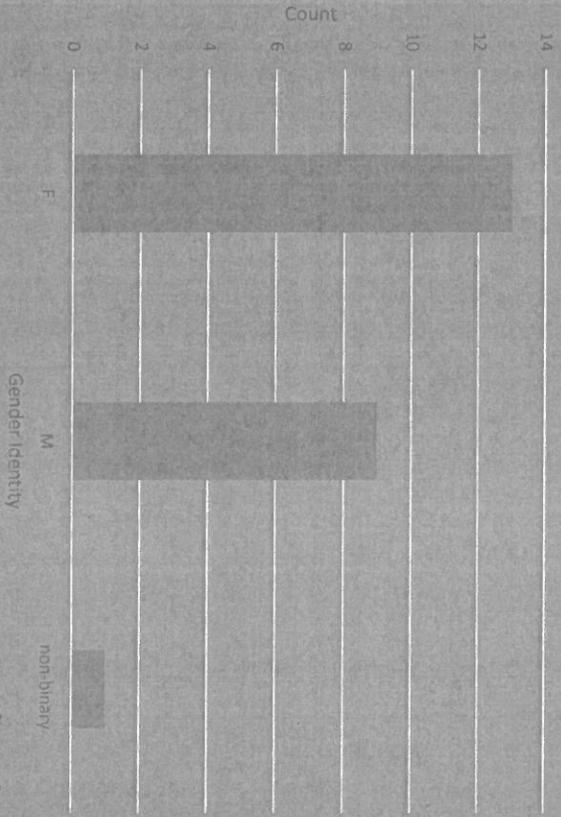
- Working with Leanne on delayed 2021 program, being planned at the end of Session for most up to date tools review



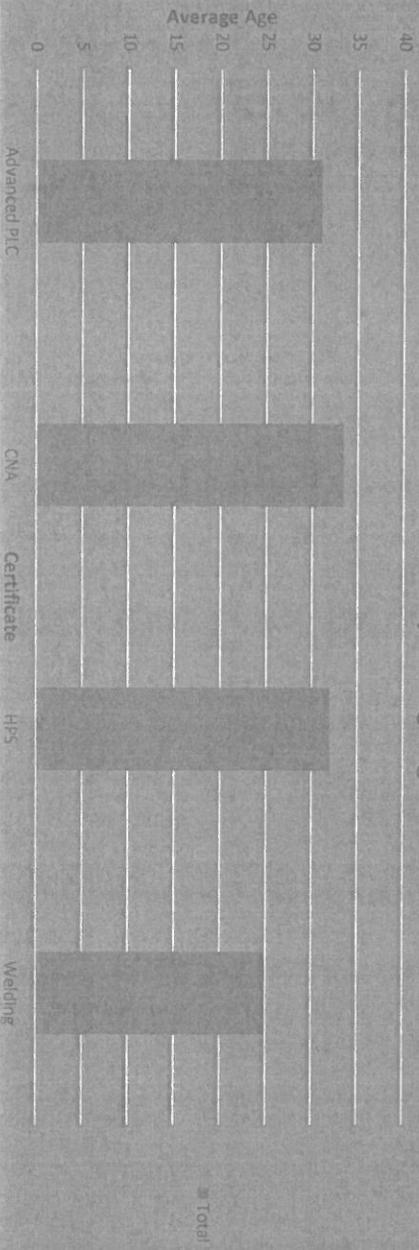
Retraining Demographics

ID# of Participant	Address/ Zip	Age	Identifies as: M, F, other	Certificate	Completion Date/ Graduation	1 & 2 stipends received	If CNA, Advanced class completion	Transportation Ast. Received \$	Child Care Support Received \$	Scholarship	Was job taken within 30 days/ upskill letter from employer	Was job kept for 30 days/ 7and last stipend received	Place of employment
MW	Ames	9/17/1982	F	CNA	11/11/2021 received 2021	received 2021	2021	received 2021	received 2021		yes	yes 1/24/22	May Greeley Northridge Village
ES	Ames	3/31/1995	F	CNA	11/11/2021 received 2021	received 2021	2021	received 2021	received 2021		yes	yes 1/24/22	
RR	Ames	10/11/1990	F	CNA	2/17/2022 1/26/22 & 2/17/22	received 2021	3/30/2022	210.00			yes	yes 1/24/22	
BH	Ames	7/9/1996	M	CNA	2/17/2022 1/26/22 & 2/17/22	received 2021	3/30/2022	300.00					
RB	Newada	3/13/1989	M	CNA	2/17/2022 1/26/22 & 2/17/22	received 2021	3/30/2022	240.00					
HS	Ames	7/23/1979	F	CNA	3/7/2022 1/31/22 & 3/7/22	received 2021	3/30/2022	280.00			yes	yes 4/6/22	MGMC- received promotion
CM	Ames	6/19/1996	F	CNA	2/28/2022 1/31/22 & 2/28/22	received 2021	5/5/2022	325.00					MGMC
FC	Newada	5/16/1986	F	CNA	3/7/2022 1/31/22 & 3/7/22	received 2021	5/5/2022	360.00					MGMC- received promotion
AJ	Ames	3/20/1974	F	CNA	3/7/2022 1/31/22 & 3/7/22	received 2021		280.00					
ZT	Ames	2/26/2002	F	CNA	changed to March 2022	received 2021		40.00		605.50			MGMC
DP	Ames	8/27/1985	M	CNA	5/27/2022 class	received 2021	3/30/2022	130.00					
AM	Ames	12/31/2001	M	Welding	2/17/2022 1/26/22 & 2/17/22	received 2021							
JR	Ames	10/13/1999	F	Welding	2/14/2022	received 2021							
LH	Marwell	8/9/1992	M	Welding	none, stopped coming to class Feb 5th	received 2021		120.00					
JP	Roland	9/26/2001	M	Welding	3/28/2022 2/14/22 & 3/28/22	received 2021							Sargent Metal & Fabricating upskill letter
CB	Ames	7/1/1999	M	Welding	3/28/2022 2/14/22 & 3/28/22	received 2021							Sargent Metal & Fabricating upskill letter
J5	Newada	1/18/1987	M	Welding	3/28/2022 2/14/22 & 3/28/22	received 2021							Mid-States upskill letter
TS	Ames	9/11/2001	M	Welding	3/28/2022 2/14/22 & 3/28/22	received 2021							Mid-States upskill letter
GH	Ames	9/16/1998	non-binary	HPS	4/19/2022 3/7/22 & 3/31/22	received 2021		300.00					Mid-States
TH-P	Ames	12/20/1989	F	HPS	4/19/2022 3/7/22 & 3/31/22	received 2021		50.00					Mid-States
CC	Ames	11/3/1983	F	HPS	4/19/2022 3/7/22 & 3/31/22	received 2021		50.00					Mid-States
JJ	Newada	10/9/1994	M	Advanced PLC	4/7/2022 3/8/22 & 3/24/22	received 2021							Dartross - prior to class
JK	Ames	7/19/1988	M	Advanced PLC	4/7/2022 3/8/22 & 3/24/22	received 2021							Dartross - prior to class

Certificate by Gender



Certificate by Average Age



Initials of participant	Address/ Zip Code	Age	Identifies as : M, F, other	Certificate	Completion Date/ Graduation	1 & 25stipends received	If CNA, Advanced, class completion	Transf Asst. R
MW	Ames	9/17/1982	F	CNA	11/11/2021	received 2021	2021	receivi
ES	Ames	3/31/1995	F	CNA	11/11/2021	received 2021	2021	receivi
RR	Ames	10/1/1990	F	CNA	2/17/2022	1/26/22 & 2/17/22	3/30/2022	\$
BH	Ames	7/9/1996	M	CNA	2/17/2022	1/26/22 & 2/17/22	3/30/2022	\$
RB	Nevada	3/13/1989	M	CNA	2/17/2022	1/26/22 & 2/17/22	3/30/2022	\$
HS	Ames	7/22/1979	F	CNA	3/7/2022	1/31/22 & 3/7/22	3/30/2022	\$
CM	Ames	6/19/1996	F	CNA	2/28/2022	1/31/22 & 2/28/22		\$
FC	Nevada	5/16/1986	F	CNA	3/7/2022	1/31/22 & 3/7/22	5/5/2022	\$
AJ	Ames	3/20/1974	F	CNA	3/7/2022	1/31/22 & 3/7/22		\$
ZT	Ames	2/26/2002	F	CNA	5/2/2022	changed to March 2022 class		\$
DP	Ames	8/27/1985	M	CNA	2/17/2022	1/26/22 & 2/17/22	3/30/2022	\$
AM	Ames	12/31/2001	M	Welding	Dropped 2/16/22	2/14/2022		\$
JR	Ames	10/13/1999	F	Welding	Dropped 3/1/22	none, stopped coming to class Feb. 9th		\$
LH	Maxwell	8/5/1992	M	Welding	3/28/2022	2/14/22 & 3/28/22		\$
JP	Roland	9/26/2001	M	Welding	3/28/2022	2/14/22 & 3/28/22		\$
CB	Ames	7/1/1999	M	Welding	3/28/2022	2/14/22 & 3/28/22		\$
JS	Nevada	1/18/1987	M	Welding	3/28/2022	2/14/22 & 3/28/22		\$
TS	Ames	9/11/2001	M	Welding	3/28/2022	2/14/22 & 3/28/22		\$
GH	Ames	9/16/1998	non-binary	HPS	4/19/2022	3/7/22 & 3/31/22		\$
TH-P	Ames	12/20/1989	F	HPS	4/19/2022	3/7/22 & 3/31/22		\$
CC	Ames	11/3/1983	F	HPS	4/19/2022	3/7/22 & 3/31/22		\$
JJ	Nevada	10/9/1994	M	Advanced PLC	4/7/2022	3/8/22 & 3/24/22		\$
JK	Ames	7/19/1988	M	Advanced PLC	4/7/2022	3/8/22 & 3/24/22		\$



State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS
SLIM'S COUNTRY MARKET, LLC	Slims Country Market	(515) 290-4241

ADDRESS OF PREMISES	CITY	COUNTY	ZIP
11563 Hwy 69	Story City	Story	50248

MAILING ADDRESS	CITY	STATE	ZIP
408 Upstill Circle	Gilbert	Iowa	50105

Contact Person

NAME	PHONE	EMAIL
Kurt Johnson	(515) 290-4241	jacyjohn44@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
WBN001250	Class B Native Wine Permit	12 Month	Active

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
May 8, 2021 <i>2022</i>	May 7, 2022 <i>2023</i>	

SUB-PERMITS

Class B Native Wine Permit

APPROVED **DENIED**

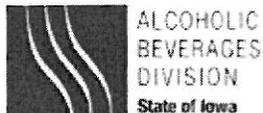
Board Member Initials: *[Signature]*

Meeting Date: 4/5/22

Follow-up action: _____

PRIVILEGES _____

Sunday Service _____



State of Iowa

Alcoholic Beverages Division

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Kurt Johnson	Gilbert	Iowa	50105	Owner	51.00	Yes
Jacy Johnson	Gilbert	Iowa	50105	Owner	49.00	Yes

Insurance Company Information

INSURANCE COMPANY

POLICY EFFECTIVE DATE

POLICY EXPIRATION DATE

DRAM CANCEL DATE

OUTDOOR SERVICE EFFECTIVE DATE

OUTDOOR SERVICE EXPIRATION DATE

BOND EFFECTIVE DATE

TEMP TRANSFER EFFECTIVE DATE

TEMP TRANSFER EXPIRATION DATE

Prepared by Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201, 515-382-6566

DISPATCHING SERVICES CONTRACT

THIS AGREEMENT is entered into this 22nd day of February, 2022, by and between Story County, Iowa, and the City of Huxley, Iowa, and is duly authorized by Chapter 28E of the Code of Iowa.

The City of Huxley has no office wherein the police department may receive or dispatch telephone and radio messages on a 24 hour per day basis. Huxley agrees to the following terms with the Story County Sheriff's Office:

1. This contractual agreement shall commence on the first day of July, 2022 and shall continue for one (1) year ending on June 30, 2023. The per capita charge shall automatically increase by 4 percent or an amount equal to the U.S. Consumer Price Index for all Urban Consumers (CPI-U) for a 12 month period, to be reviewed each October and increased the lesser amount. The new rate will begin on the first day of each July.
2. Story County shall be reimbursed by Huxley for its dispatching services at a rate of \$6.43 per capita based on the 2020 census figure of 4,244 for Huxley and 827 for the City of Cambridge, combined population of 5,071, for an annual fee of \$32,606.53. This fee shall be paid in equal quarterly installments to the Story County Sheriff's Office on July 1, October 1, January 1 and April 1.
3. The Sheriff of Story County and his deputies or duly designated representatives agree to receive in the Sheriff's Office or county jail, such telephone calls, teletype messages and radio messages as are directed to the Police Department and the Fire Department of the Cities of Huxley and Cambridge and transmit the same to the officers of the respective departments.

The Sheriff of Story County and his deputies or duly designated representatives agree to receive or dispatch telephone, radio and teletype messages on a 24 hour per day basis in the Sheriff's Office or county jail as are directed to the Huxley and Cambridge Wastewater Treatment Plant and transmit same to said department.

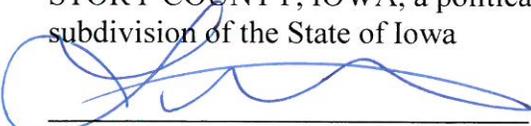
The Sheriff's Office telephone number shall be included on the Automatic Dialing Alarm System for the Water Department and Wastewater Treatment Plant.

4. The Sheriff or Sheriff's Designee will provide the Huxley Police Department with copies of teletype messages of general and specific interest to all law enforcement officers and agencies in Story County.
5. The Sheriff or Sheriff's Designee will provide a printed daily report to the Huxley Police Chief or the Chief's Designee of all phone calls received in the Dispatch Center and other such calls for service and activities that are entered into the Computer Aided Dispatch System for the Huxley Police Department.
6. The Sheriff agrees to provide and allow the Huxley Police Chief or Chief's Designee computer terminal access to the records contained in the Computer Aided Dispatch System that pertain to the activities of the Huxley Police Department and its officers.
7. The Story County Sheriff shall keep in the Story County Jail, under his control and supervision, any and all prisoners who have been committed to its care by the Chief of Police of the City of Huxley or his duly authorized agents or police officers, for violation of the city ordinances of Huxley and Cambridge, Iowa, at no additional charge.
8. The Sheriff and his deputies or duly designated representatives shall take fingerprints and forward same of all persons arrested and brought into custody at the Story County Jail by members of the Huxley Police Department to the Iowa Division of Criminal Investigation and the Federal Bureau of Investigation as required by State and Federal law.
9. The Sheriff agrees to allow the Huxley Police Chief or the Chief's Designee access to the criminal history and jail record files of all prisoners brought into custody at the Story County Jail by members of the Huxley Police Department.
10. The City of Huxley agrees to pay all medical and doctor expenses for injuries to or sickness of their prisoners held on City of Huxley and City of Cambridge ordinance violations and all other extraordinary expenses related to those prisoners which may occur and which are not due to the negligence of Story County or its employees.
11. Story County will furnish and maintain the necessary radio equipment to provide the services named above (The City of Huxley will pay for their telephone service on the designated police department line installed in the Sheriff's telephone system.)
12. In accordance with Section 28E.7 of the Code of Iowa, this agreement shall not relieve any of the parties hereto of any obligation or responsibility imposed upon it or them by law, except that to the extent of actual and timely performance

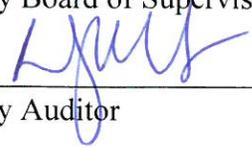
thereof by either of the contracting parties hereto, said performance may be offered in satisfaction of the obligation or responsibility.

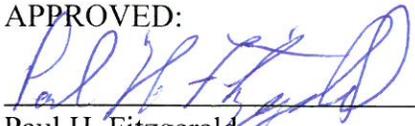
- 13. No separate legal or administrative entity or organization shall be created by this agreement; no separate budget shall be established and no tangible property shall be acquired which would require disposition upon the termination of this agreement.
- 14. The duly elected Sheriff of Story County, Iowa, and the duly appointed City Administrator of Huxley, Iowa, shall be joint co-administrators of this agreement as provided by Section 28E.6(1) of the Code of Iowa.
- 15. As joint co-administrators the duly elected Sheriff of Story County, Iowa and the City Administrator, shall develop the necessary procedures to effectively administer this agreement including but not limited to addressing new situations not covered by this agreement and conflict resolution.
- 16. Story County shall file a copy of this agreement with the Secretary of State and the County Auditor of Story County, Iowa, and record a copy with the Story County Recorder pursuant to Section 28E.8 of the Code of Iowa. The city seal shall be affixed to the contract before returning to the county for filing.
- 17. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a minimum 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.
- 18. Any amendments or addendums to this Agreement shall be created and passed in the same manner and with reference made to this original document.
- 19. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either City or County as hereinafter provided. Modification to this Agreement may be made by mutual consent of both parties.

STORY COUNTY, IOWA, a political subdivision of the State of Iowa

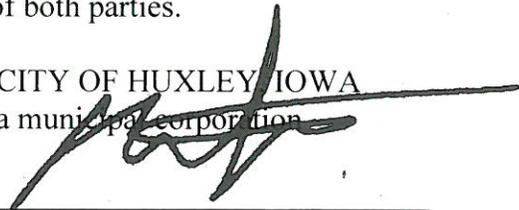


Story County Board of Supervisors

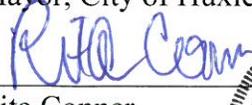
ATTEST: 
Story County Auditor

APPROVED: 
Paul H. Fitzgerald
Story County Sheriff

CITY OF HUXLEY, IOWA
a municipal corporation



Kevin Deaton
Mayor, City of Huxley


Rita Conner
Huxley City Administrator



Resolution No. 22-016

RESOLUTION APPROVING STORY COUNTY DISPATCHING SERVICES CONTRACT

WHEREAS, the City of Huxley has need of dispatch services for telephone and radio messages to be received by the Police Department in Huxley and Cambridge; and

WHEREAS, Story County has provided terms of a contract for dispatching services on a 24 hour per day basis; and

WHEREAS, the City of Huxley provides law enforcement services to the City of Cambridge by a separate agreement between the two jurisdictions and which is currently under discussion by the two jurisdictions , which includes the cost of dispatch services as provided by Story County;

WHEREAS, the cost for service is based on a per capita formula using the 2020 Census population numbers of 4,244 for Huxley and 827 for Cambridge for a total of 5,071; and

WHEREAS, the total amount of the annual contract is \$32,606.53 and will be paid in quarterly installments on July 1, October 1, January 1 and April 1 in the 2022 fiscal year.

NOW, THEREFORE, BE IT RESOLVED, the contract for dispatching services with Story County is hereby approved, with the provision that the obligation to the City of Huxley to pay the amount of the dispatch services contract for the City of Cambridge is pending approval of the law enforcement services agreement between those two jurisdictions.

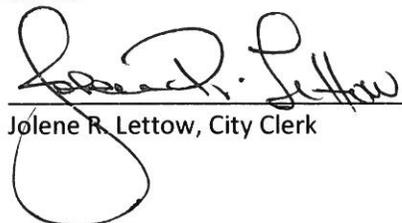
PASSED AND APPROVED the 22nd day of February 2022.

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
Niko Pilcher	x		
David Kuhn	x		
Tracey Roberts	x		
Kevin Thompson	x		
Rory Echer	x		



Kevin Deaton, Mayor

Attest:



Jolene R. Lettow, City Clerk

Prepared by Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201, 515-382-6566

DISPATCHING SERVICES CONTRACT

THIS AGREEMENT is entered into this _____ day of _____, 2022, by and between Story County, Iowa, and the City of Nevada, Iowa, and is duly authorized by Chapter 28E of the Code of Iowa.

The City of Nevada has no office wherein the police department may receive or dispatch telephone and radio messages on a 24 hour per day basis. Nevada agrees to the following terms with the Story County Sheriff's Office:

1. This contractual agreement shall commence on the first day of July, 2022 and shall continue for one (1) year ending on June 30, 2023. The per capita charge shall automatically increase by 4 percent or an amount equal to the U.S. Consumer Price Index for all Urban Consumers (CPI-U) for a 12 month period, to be reviewed each October and increased the lesser amount. The new rate will begin on the first day of each July.
2. Story County shall be reimbursed by Nevada for its dispatching services at a rate of \$6.43 per capita based on the 2020 census figure of 6,925; the annual fee is \$44,527.75. This fee shall be paid in equal quarterly installments to the Story County Sheriff's Office on July 1, October 1, January 1 and April 1.
3. The Sheriff of Story County and his deputies or duly designated representatives agree to receive in the Sheriff's Office or county jail, such telephone calls, teletype messages and radio messages as are directed to the Police Department and the Fire Department of the City of Nevada and transmit the same to the officers of the respective departments.

The Sheriff of Story County and his deputies or duly designated representatives agree to receive or dispatch telephone, radio and teletype messages on a 24 hour per day basis in the Sheriff's Office or county jail as are directed to the Nevada Wastewater Treatment Plant and transmit same to said department.

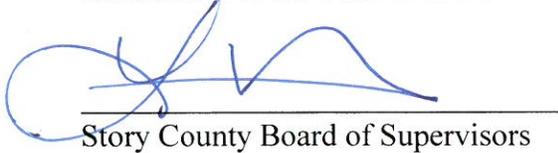
The Sheriff's Office telephone number shall be included on the Automatic Dialing Alarm System for the Water Department and Wastewater Treatment Plant.

4. The Sheriff or Sheriff's Designee will provide the Nevada Police Department with copies of teletype messages of general and specific interest to all law enforcement officers and agencies in Story County.
5. The Sheriff or Sheriff's Designee will provide a printed daily report to the Nevada Police Chief or the Chief's Designee of all phone calls received in the Dispatch Center and other such calls for service and activities that are entered into the Computer Aided Dispatch System for the Nevada Police Department.
6. The Sheriff agrees to provide and allow the Nevada Police Chief or Chief's Designee computer terminal access to the records contained in the Computer Aided Dispatch System that pertain to the activities of the Nevada Police Department and its officers.
7. The Story County Sheriff shall keep in the Story County Jail, under his control and supervision, any and all prisoners who have been committed to its care by the Chief of Police of the City of Nevada or his duly authorized agents or police officers, for violation of the city ordinances of Nevada, Iowa, at no additional charge.
8. The Sheriff and his deputies or duly designated representatives shall take fingerprints and forward same of all persons arrested and brought into custody at the Story County Jail by members of the Nevada Police Department to the Iowa Division of Criminal Investigation and the Federal Bureau of Investigation as required by State and Federal law.
9. The Sheriff agrees to allow the Nevada Police Chief or the Chief's Designee access to the criminal history and jail record files of all prisoners brought into custody at the Story County Jail by members of the Nevada Police Department.
10. The City of Nevada agrees to pay all medical and doctor expenses for injuries to or sickness of their prisoners held on City of Nevada ordinance violations and all other extraordinary expenses related to those prisoners which may occur and which are not due to the negligence of Story County or its employees.
11. Story County will furnish and maintain the necessary radio equipment to provide the services named above (The City of Nevada will pay for their telephone service on the designated police department line installed in the Sheriff's telephone system.)
12. In accordance with Section 28E.7 of the Code of Iowa, this agreement shall not relieve any of the parties hereto of any obligation or responsibility imposed upon it or them by law, except that to the extent of actual and timely performance thereof by either of the contracting parties hereto, said performance may be offered in satisfaction of the obligation or responsibility.
13. No separate legal or administrative entity or organization shall be created by this agreement; no separate budget shall be established and no tangible property shall

be acquired which would require disposition upon the termination of this agreement.

- 14. The duly elected Sheriff of Story County, Iowa, and the duly appointed City Administrator of Nevada, Iowa, shall be joint co-administrators of this agreement as provided by Section 28E.6(1) of the Code of Iowa.
- 15. As joint co-administrators the duly elected Sheriff of Story County, Iowa and the City Administrator, shall develop the necessary procedures to effectively administer this agreement including but not limited to addressing new situations not covered by this agreement and conflict resolution.
- 16. Story County shall file a copy of this agreement with the Secretary of State and the County Auditor of Story County, Iowa, and record a copy with the Story County Recorder pursuant to Section 28E.8 of the Code of Iowa. The city seal shall be affixed to the contract before returning to the county for filing.
- 17. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a minimum 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.
- 18. Any amendments or addendums to this Agreement shall be created and passed in the same manner and with reference made to this original document.
- 19. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either City or County as hereinafter provided. Modification to this Agreement may be made by mutual consent of both parties.

STORY COUNTY, IOWA, a political subdivision of the State of Iowa



Story County Board of Supervisors

CITY OF NEVADA, IOWA a municipal corporation



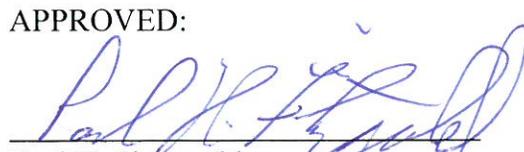
Brett Barker
Mayor, City of Nevada

ATTEST: 

Story County Auditor



~~Matthew Mardesen~~ *Jordan Cook*
Nevada City Administrator

APPROVED:


Paul H. Fitzgerald
Story County Sheriff



RESOLUTION NO. 053 (2021/2022)

**A RESOLUTION TO ENTER INTO A 28E AGREEMENT WITH STORY COUNTY
FOR THE PROVISION OF DISPATCH AND JAIL SERVICES
FOR FISCAL YEAR 2022/2023**

WHEREAS, the City of Nevada has no facilities to house and care for prisoners committed to jail for violation of City Ordinances, State or Federal Statutes; and

WHEREAS, the City has no office wherein the Police Department may receive or dispatch telephone and radio messages on a twenty-four hour per day basis; and

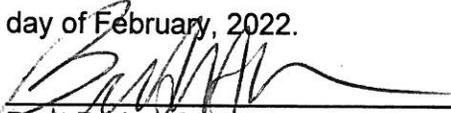
WHEREAS, the Story County Sheriff's Department has such facilities; and

WHEREAS, the Story County Sheriff's Department has submitted to the City of Nevada for its approval a proposed 28E Agreement concerning the matter, a copy of which is attached to the Resolution and marked Exhibit "A" and incorporated herein as if set out in full; and

WHEREAS, it is in the best interest of the City of Nevada and the citizens thereof to enter into the proposed 28E Agreement with the Story County Sheriff's Department.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, that the City of Nevada shall contract with the Story County Sheriff's Department for jail and dispatch services beginning July 1, 2022 and continuing through June 30, 2023 for the annual fee of \$44,527.75. The Mayor and City Administrator are hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 14th day of February, 2022.


Brett Barker, Mayor

ATTEST:


Kerin Wright, City Clerk

Moved by Council Member Brian Hanson, seconded by Council Member Barb Mittman, that Resolution No. 053 (2021/2022) be adopted.

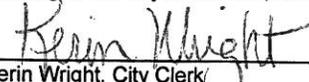
AYES: Brian Hanson, Barb Mittman, Dane Neelson, Jason Sampson, and Steve Skaggs

NAYS: None

ABSENT: Sandy Ehrig

The Mayor declared Resolution No. 053 (2021/2022) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 053 (2021/2022) at the regular Council Meeting of the City of Nevada, Iowa, held on the 14th day of February, 2022.


Kerin Wright, City Clerk

Prepared by Paul H. Fitzgerald, Story County Sheriff, 1315 S B Avenue, Nevada, Iowa 50201 PBX 515-382-6566

DISPATCHING SERVICES CONTRACT

THIS AGREEMENT is entered into this 14th day of February, 2022, by and between Story County, Iowa, and the City of Story City, Iowa and is duly authorized by Chapter 28E of the Code of Iowa.

The City of Story City has no office wherein the police department may receive or dispatch telephone and radio messages on a 24 hour per day basis. Story City agrees to the following terms with the Story County Sheriff's Office:

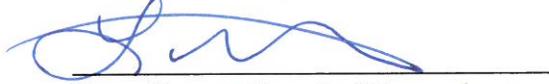
1. This contractual agreement shall commence on the first day of July 2022 and shall continue for one (1) year ending on June 30, 2023. The per capita charge shall automatically increase by 4 percent or an amount equal to the U.S. Consumer Price Index for all Urban Consumers (CPI-U) for a 12 month period, to be reviewed each October, and increased the lesser amount. The new rate will begin on the first day of each July.
2. Story County shall be reimbursed by Story City for its dispatching services at a rate of \$6.43 per capita based on the 2020 census figure of 3,352; the annual fee is \$21,553.36. This fee shall be paid in equal quarterly installments to the Story County Sheriff's Office on July 1, October 1, January 1 and April 1.
3. The Sheriff of Story County and his deputies or duly designated representatives agree to receive in the Sheriff's Office or county jail, such telephone calls, teletype messages and radio messages as are directed to the Police Department and the Fire Department of the City of Story City and transmit the same to the officers of the respective departments.

The Sheriff of Story County and his deputies or duly designated representatives agree to receive or dispatch telephone, radio and teletype messages on a 24 hour per day basis in the Sheriff's Office or county jail as are directed to the Story City Wastewater Treatment Plant and transmit same to said department. The Sheriff's Office telephone number shall be included on the Automatic Dialing Alarm System for the Water Department and Wastewater Treatment Plant.

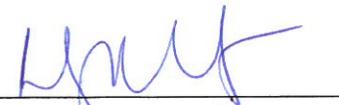
4. The Sheriff or Sheriff's Designee will provide the Story City Police Department with copies of teletype messages of general and specific interest to all law enforcement officers and agencies in Story County.
5. The Sheriff or Sheriff's Designee will provide a printed daily report to the Story City Police Chief or the Chief's Designee of all phone calls received in the Dispatch Center and other such calls for service and activities that are entered into the Computer Aided Dispatch System for the Story City Police Department.
6. The Sheriff agrees to provide and allow the Story City Police Chief or Chief's Designee computer terminal access to the records contained in the Computer Aided Dispatch System that pertain to the activities of the Story City Police Department and its officers.
7. The Story County Sheriff shall keep in the Story County Jail, under his control and supervision, any and all prisoners who have been committed to its care by the Chief of Police of the City of Story City or his duly authorized agents or police officers, for violation of the city ordinances of Story City, Iowa, at no additional charge.
8. The Sheriff and his deputies or duly designated representatives shall take fingerprints and forward same of all persons arrested and brought into custody at the Story County Jail by members of the Story City Police Department of Public Safety and the Federal Bureau of Investigation as required by State and Federal law.
9. The Sheriff agrees to allow the Story City Police Chief or the Chief's Designee access to the criminal history and jail record files of all prisoners brought into custody at the Story County Jail by members of the Story City Police Department.
10. The City of Story City agrees to pay all medical and doctor expenses for injuries to or sickness of their prisoners held on City of Story City ordinance violations and all other extraordinary expenses related to those prisoners which may occur and which are not due to the negligence of Story County or its employees.
11. Story County will furnish and maintain the necessary radio equipment to provide the services named above (The City of Story City will pay for their telephone service on the designated police department line installed in the Sheriff's telephone system.)
12. In accordance with Section 28E.7 of the Code of Iowa, this agreement shall not relieve any of the parties hereto of any obligation or responsibility imposed upon it or them by law, except that to the extent of actual and timely performance thereof by either of the contracting parties hereto, said performance may be offered in satisfaction of the obligation or responsibility.

13. No separate legal or administrative entity or organization shall be created by this agreement; no separate budget shall be established and no tangible property shall be acquired which would require disposition upon the termination of this agreement.
14. The duly elected Sheriff of Story County, Iowa, and the duly appointed City Administrator of Story City, Iowa, shall be joint co-administrators of this agreement as provided by Section 28E.6(1) of the Code of Iowa.
15. As joint co-administrators the duly elected Sheriff of Story County, Iowa, and the City Administrator, shall develop the necessary procedures to effectively administer this agreement including but not limited to addressing new situations not covered by this agreement and conflict resolution.
16. Story County shall file a copy of this agreement with the Secretary of State and the County Auditor of Story County, Iowa and record a copy with the Story County Recorder pursuant to Section 28E.8 of the Code of Iowa. The city seal shall be affixed to the contract before returning to the county for filing.
17. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a minimum 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.
18. Any amendments or addendums to this agreement shall be created and passed in the same manner and with reference made to this original document.
19. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either City or County as hereinafter provided. Modification to this Agreement may be made by mutual consent of both parties.

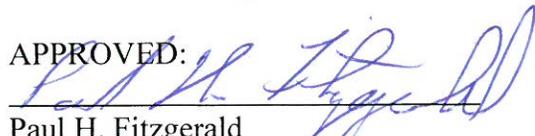
STORY COUNTY, IOWA, a political
subdivision of the State of Iowa



Story County Board of Supervisors

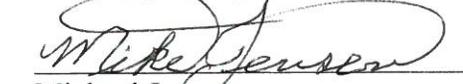
ATTEST: 

Story County Auditor

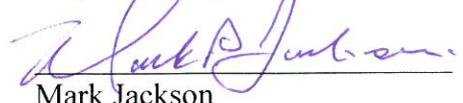
APPROVED: 

Paul H. Fitzgerald
Story County Sheriff

CITY OF Story City, IOWA
a municipal corporation



Michael Jensen
Mayor of Story City



Mark Jackson
Story City Administrator

Prepared By: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515-382-6566

LAW ENFORCEMENT SERVICES CONTRACT

On this 10th day of February, 2022, the City of Collins and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Collins, Iowa, with law enforcement services. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
 - C. Housing inmates who have been incarcerated under a city ordinance.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial buildings for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Dispatch of city fire departments and first responders.
 - H. Staffing a 24 hour E911 dispatch center.
 - I. Providing a detective division to investigate crimes and conduct on-going investigations.
 - J. Investigation of drug-related offenses.
 - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - L. Routine patrols and special patrols upon request.
 - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.

2. In consideration for the law enforcement services above described, the City of Collins, Iowa will pay a per capita rate of \$65.17 (based on the 2020 census of 495) to Story County, Iowa, which amounts to the annual sum of \$32,259.15. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. The per capita increase for the next fiscal year was negotiated at the September 2021 Mayor's Meeting. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

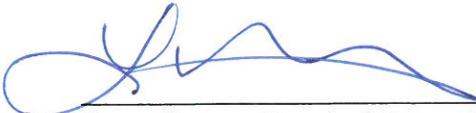
AGREEMENT

Page 2

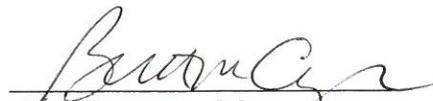
3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either City or County as hereinafter provided. Modification to this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Collins, the City Clerk of Collins, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. City shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this Agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

STORY COUNTY, IOWA

CITY OF COLLINS, IOWA



Story County Board of Supervisors



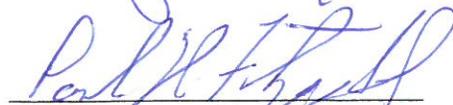
Brett Comegys, Mayor
City of Collins, Iowa



Attest: Story County Auditor



City Clerk for Collins, Iowa



Paul H. Fitzgerald
Story County Sheriff

Prepared by: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515-382-6566

LAW ENFORCEMENT SERVICES CONTRACT

On this 8th day of February, 2022, the City of Colo and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Colo, Iowa, with law enforcement services. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
 - C. Housing inmates who have been incarcerated under a city ordinance.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial buildings for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Dispatch of city fire departments and first responders.
 - H. Staffing a 24 hour E911 dispatch center.
 - I. Providing a detective division to investigate crimes and conduct on-going investigations.
 - J. Investigation of drug-related offenses.
 - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - L. Routine patrols and special patrols upon request.
 - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.

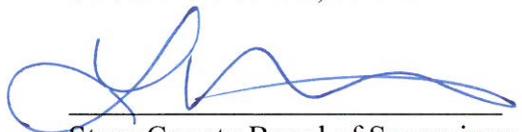
2. In consideration for the law enforcement services above described, the City of Colo, Iowa will pay a per capita rate of \$65.17 (based on the 2020 census of 845) to Story County, Iowa, which amounts to the annual sum of \$55,068.65. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. The per capita increase for the next fiscal year was negotiated at the September 2021 Mayor's meeting. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

AGREEMENT

Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Colo, the City Clerk of Colo, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

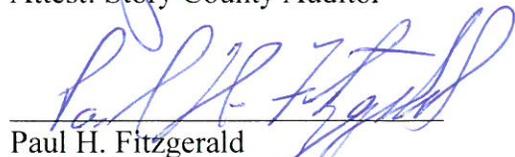
STORY COUNTY, IOWA



Story County Board of Supervisors



Attest: Story County Auditor

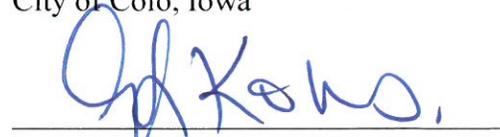


Paul H. Fitzgerald
Story County Sheriff

CITY OF COLO, IOWA



Brent Bappe, Mayor
City of Colo, Iowa



City Clerk for Colo, Iowa

Resolution 2022-02-02

Prepared by: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515-382-6566

LAW ENFORCEMENT SERVICES CONTRACT

On this 7th day of February, 2022, the City of Gilbert and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Gilbert, Iowa, with law enforcement services. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
 - C. Housing inmates who have been incarcerated under a city ordinance.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial buildings for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Dispatch of city fire departments and first responders.
 - H. Staffing a 24 hour E911 dispatch center.
 - I. Providing a detective division to investigate crimes and conduct on-going investigations.
 - J. Investigation of drug-related offenses.
 - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - L. Routine patrols and special patrols upon request.
 - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.

2. In consideration for the law enforcement services above described, the City of Gilbert, Iowa will pay a per capita rate of \$65.17 (based on the 2020 census of 1,211) to Story County, Iowa, which amounts to the annual sum of \$78,920.87. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. The per capita increase for the next fiscal year was negotiated at the September 2021 Mayor's Meeting. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

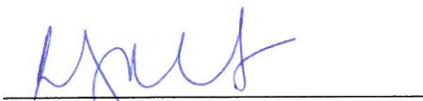
AGREEMENT

Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Gilbert, the City Clerk of Gilbert, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

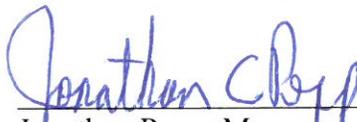
STORY COUNTY, IOWA


Story County Board of Supervisors


Attest: Story County Auditor


Paul H. Fitzgerald
Story County Sheriff

CITY OF GILBERT, IOWA


Jonathan Popp, Mayor
City of Gilbert, Iowa


City Clerk for Gilbert, Iowa



Prepared by: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515- 382-6566

LAW ENFORCEMENT SERVICES CONTRACT

On this 8th day of February, 2022, the City of Kelley and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Kelley, Iowa, with law enforcement services. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
 - C. Housing inmates who have been incarcerated under a city ordinance.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial buildings for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Dispatch of city fire departments and first responders.
 - H. Staffing a 24 hour E911 dispatch center.
 - I. Providing a detective division to investigate crimes and conduct on-going investigations.
 - J. Investigation of drug-related offenses.
 - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - L. Routine patrols and special patrols upon request.
 - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.

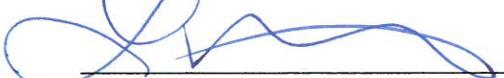
2. In consideration for the law enforcement services above described, the City of Kelley, Iowa will pay a per capita rate of \$65.17 (based on the 2020 census of 304) to Story County, Iowa, which amounts to the annual sum of \$19,811.68 This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. The per capita increase for the next fiscal year was negotiated at the September 2021 Mayor's Meeting. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

AGREEMENT

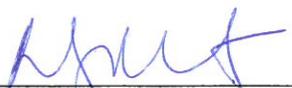
Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Kelley, the City Clerk of Kelley, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

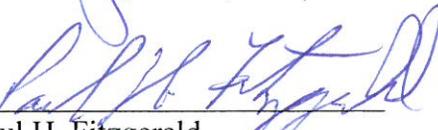
STORY COUNTY, IOWA



Story County Board of Supervisors



Attest: Story County Auditor

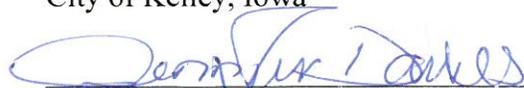


Paul H. Fitzgerald
Story County Sheriff

CITY OF KELLEY, IOWA



Kenneth L. Kling, Mayor
City of Kelley, Iowa



City Clerk for Kelley, Iowa

Resolution 14(2021-2022)

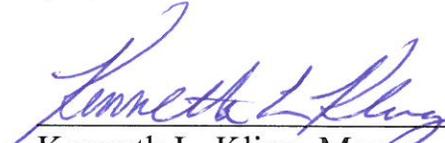
**A RESOLUTION APPROVING LAW ENFORCEMENT SERVICES
CONTRACT WITH STORY COUNTY SHERIFF'S OFFICE FOR FY
2022-2023**

WHEREAS, the City of Kelley provides law enforcement services for the City of Kelley,

WHEREAS, the Story County Sheriff's Office has provided a proposed contract for Fiscal Year 2022 – 2023.

NOW, THEREFORE, BE IT RESOLVED, by the City of Kelley City Council that the Law Enforcement Services Contract for FY 2022-2023 is approved and the Mayor and City Clerk are directed to execute the agreement on behalf of the City of Kelley.

Passed and approved on February 8, 2022.



Kenneth L. Kling, Mayor

ATTEST:



Jennifer Davies, City Clerk

Prepared by: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515-382-6566

LAW ENFORCEMENT SERVICES CONTRACT

On this 7th day of February, 2022, the City of Maxwell and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Maxwell, Iowa, with law enforcement services. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
 - C. Housing inmates who have been incarcerated under a city ordinance.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial buildings for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Dispatch of city fire departments and first responders.
 - H. Staffing a 24 hour E911 dispatch center.
 - I. Providing a detective division to investigate crimes and conduct on-going investigations.
 - J. Investigation of drug-related offenses.
 - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - L. Routine patrols and special patrols upon request.
 - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.

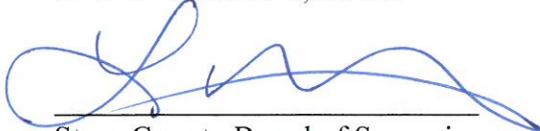
2. In consideration for the law enforcement services above described, the City of Maxwell, Iowa will pay a per capita rate of \$65.17 (based on the 2020 census of 859) to Story County, Iowa, which amounts to the annual sum of \$55,981.03. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. The per capita increase for the next fiscal year was negotiated at the September 2021 Mayor's Meeting. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

AGREEMENT

Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Maxwell, the City Clerk of Maxwell, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

STORY COUNTY, IOWA



Story County Board of Supervisors

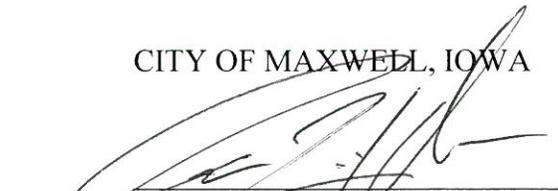


Attest: Story County Auditor



Paul H. Fitzgerald
Story County Sheriff

CITY OF MAXWELL, IOWA



Jameson Hudson, Mayor
City of Maxwell, Iowa



City Clerk for Maxwell, Iowa

Resolution 22-01-31

Prepared by Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201, 515-382-6566

LAW ENFORCEMENT SERVICES CONTRACT

On this 31 day of January, 2022, the City of McCallsburg and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of McCallsburg, Iowa, with law enforcement services. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
 - C. Housing inmates who have been incarcerated under a city ordinance.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial buildings for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Dispatch of city fire departments and first responders.
 - H. Staffing a 24 hour E911 dispatch center.
 - I. Providing a detective division to investigate crimes and conduct on-going investigations.
 - J. Investigation of drug-related offenses.
 - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - L. Routine patrols and special patrols upon request.
 - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.

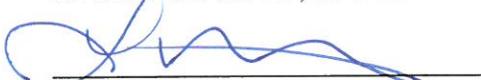
2. In consideration for the law enforcement services above described, the City of McCallsburg, Iowa will pay a per capita rate of \$65.17 (based on the 2020 census of 353) to Story County, Iowa, which amounts to the annual sum of \$23,005.01. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. The per capita increase for the next fiscal year was negotiated at the September 2021 Mayor's Meeting. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

AGREEMENT

Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of McCallsburg, the City Clerk of McCallsburg, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

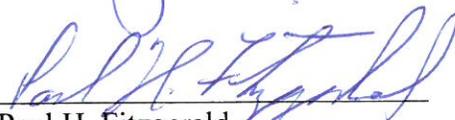
STORY COUNTY, IOWA



Story County Board of Supervisors



Attest: Story County Auditor

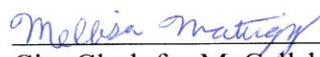


Paul H. Fitzgerald
Story County Sheriff

CITY OF MCCALLSBURG, IOWA



Mayor David Muth
City of McCallsburg, Iowa



Melissa Mattingly
City Clerk for McCallsburg, Iowa

Council Member Emily Banks moved that Resolution No. 22-01-31 28E Agreement Law Enforcement Service Contract be passed. This motion was second by Council Member Bill Lytle, and on roll call, carried by an aye and nay vote of the Council, as follows:

	For	Against	Absent	Abstain
Scott Anderson	_____	_____	<u>X</u>	_____
Emily Banks	<u>X</u>	_____	_____	_____
Jacki Meimann	<u>X</u>	_____	_____	_____
Kevin Jacobson	<u>X</u>	_____	_____	_____
William Lytle	<u>X</u>	_____	_____	_____

Whereupon the Mayor Declared Resolution No. 22-01-31 duly passed.

Od H No

 Mayor

Attest:

Melissa Mattingly

 City Clerk

STATE OF IOWA)
) SS:
 COUNTY OF STORY)

I, Mellisa Mattingly, the duly appointed, qualified, and acting City Clerk of McCallsburg, Iowa, do hereby certify that the above foregoing Resolution No. 22-01-31 is a true and exact copy of said Resolution, that said Resolution was passed and adopted by the City Council of the City of McCallsburg, Iowa, at the regular meeting thereof the 31st day of January 2022.

Mellisa Mattingly

 Mellisa Mattingly, City Clerk

Subscribed and sworn to before me on this 23 day of February, 2022.

Jodi Meredith

 Notary Public



Prepared by: Paul H. Fitzgerald. Story County Sheriff, Nevada, Iowa 50201 515-382-6566

LAW ENFORCEMENT SERVICES CONTRACT

On this 2nd day of February, 2022, the City of Roland and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Roland, Iowa, with law enforcement services. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
 - C. Housing inmates who have been incarcerated under a city ordinance.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial buildings for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Dispatch of city fire departments and first responders.
 - H. Staffing a 24 hour E911 dispatch center.
 - I. Providing a detective division to investigate crimes and conduct on-going investigations.
 - J. Investigation of drug-related offenses.
 - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - L. Routine patrols and special patrols upon request.
 - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.

2. In consideration for the law enforcement services above described, the City of Roland, Iowa will pay a per capita rate of \$65.17 (based on the 2020 census figures of 1,362) to Story County, Iowa, which amounts to the annual sum of \$88,761.54. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. The per capita increase for the next fiscal year was negotiated at the September 2021 Mayor's Meeting. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

AGREEMENT

Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Roland, the City Clerk of Roland, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

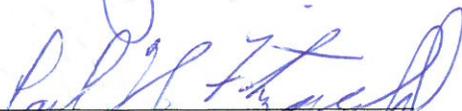
STORY COUNTY, IOWA



Story County Board of Supervisors

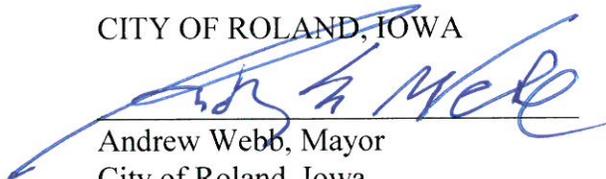


Attest: Story County Auditor



Paul H. Fitzgerald
Story County Sheriff

CITY OF ROLAND, IOWA



Andrew Webb, Mayor
City of Roland, Iowa



Jodi Meredith
City Clerk for Roland, Iowa

Prepared by: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515-382-6566

LAW ENFORCEMENT SERVICES CONTRACT

On this 14th day of February, 2022, the City of Slater and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Slater, Iowa, with law enforcement services. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
 - C. Housing inmates who have been incarcerated under a city ordinance.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial buildings for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Dispatch of city fire departments and first responders.
 - H. Staffing a 24 hour E911 dispatch center.
 - I. Providing a detective division to investigate crimes and conduct on-going investigations.
 - J. Investigation of drug-related offenses.
 - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - L. Routine patrols and special patrols upon request.
 - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.

2. In consideration for the law enforcement services above described, the City of Slater, Iowa will pay a per capita rate of \$65.17 (based on the 2020 census of 1,543) to Story County, Iowa, which amounts to the annual sum of \$100,557.31. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. The per capita increase for the next fiscal year was negotiated at the September 2021 Mayor's Meeting. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

AGREEMENT

Page 2

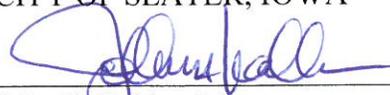
3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Slater, the City Clerk of Slater, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

STORY COUNTY, IOWA



Story County Board of Supervisors

CITY OF SLATER, IOWA



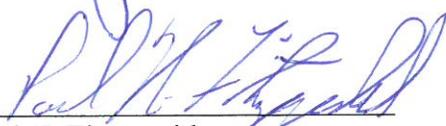
John F. Kahler, Mayor
City of Slater, Iowa



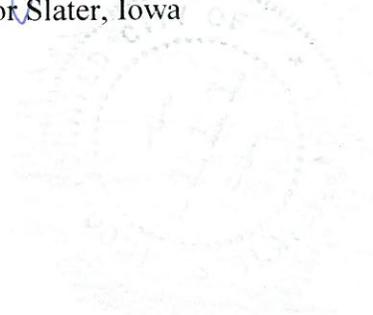
Attest: Story County Auditor



City Clerk for Slater, Iowa



Paul H. Fitzgerald
Story County Sheriff



Resolution #46 (2021-2022)

**A RESOLUTION APPROVING LAW ENFORCEMENT SERVICES
CONTRACT WITH STORY COUNTY SHERIFF'S OFFICE FOR
FY 2022-2023**

WHEREAS, the City of Slater provides law enforcement services for the City of Slater,

WHEREAS, the Story County Sheriff's Office has provided a proposed contract for Fiscal Year 2022 – 2023.

NOW, THEREFORE, BE IT RESOLVED, by the City of Slater City Council that the Law Enforcement Services Contract for FY 2022-2023 is approved and the Mayor and City Clerk are directed to execute the agreement on behalf of the City of Slater.

Passed and approved on the 14th day of February, 2022.



John Kahler, Mayor

ATTEST:



Jennifer Davies, City Administrator/Clerk

Prepared by: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515-382-6566

LAW ENFORCEMENT SERVICES CONTRACT

On this 15 day of March, 2022, the City of Zearing and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Zearing, Iowa, with law enforcement services. These services will include but not be limited to:
 - A. Radar operations to control speed.
 - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
 - C. Housing inmates who have been incarcerated under a city ordinance.
 - D. Service of abatement notices on request.
 - E. Periodically checking commercial buildings for unlocked doors and trespassers.
 - F. Investigation of traffic accidents and complaints.
 - G. Dispatch of city fire departments and first responders.
 - H. Staffing a 24 hour E911 dispatch center.
 - I. Providing a detective division to investigate crimes and conduct on-going investigations.
 - J. Investigation of drug-related offenses.
 - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
 - L. Routine patrols and special patrols upon request.
 - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires and maintenance, uniforms and all other personal equipment.

2. In consideration for the law enforcement services above described, the City of Zearing, Iowa will pay a per capita rate of \$65.17 (based on the 2020 census of 528) to Story County, Iowa, which amounts to the annual sum of \$34,409.76. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. The per capita increase for the next fiscal year was negotiated at the September 2021 Mayor's Meeting. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

AGREEMENT

Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Zearing, the City Clerk of Zearing, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

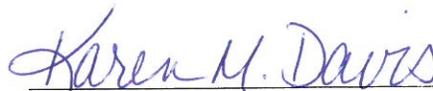
STORY COUNTY, IOWA



Story County Board of Supervisors


Attest: Story County Auditor
Paul H. Fitzgerald
Story County Sheriff

CITY OF ZEARING, IOWA


Tim Reed, Mayor
City of Zearing, Iowa
Karen M. Davis
City Clerk
City of Zearing, Iowa



ASSOCIATED COMPUTER SYSTEMS LTD
 11122 Aurora Ave Bldg 13
 Des Moines, IA 50322
 (515) 223-0078

Date	INVOICE
03/21/2022	722100

Bill To:
 Story County Information Technology
 Attn: Barb Steinback
 900 6th Street
 Nevada, IA 50201-2004

Ship To
 Story County Information Technology
 Attn: Barb Steinback
 900 6th Street
 Nevada, IA 50201-2004

Terms	PO Number	Reference
Maintenance Renewal		Order #504951

Description	Quantity	Price	Amount
Billable Description			
Cisco Meraki Enterprise Cloud Controller - Subscription License - Maintenance Start Date: 7/5/2022 through End Date: 7/4/2023	49.00	\$177.17	\$8,681.33
As a convenience to our client, ACS will automatically send a renewal invoice 90 days prior to contract expiration for all maintenance contracts. Payment should be received at least 20 days prior to the expiration date to ensure a continuation of service. Due 20 Days Prior to Contract Expiration Make checks payable to ASSOCIATED COMPUTER SYSTEMS, LTD.	Invoice Subtotal:		\$8,681.33
	Sales Tax:		\$0.00
	Invoice Total:		\$8,681.33

Thank you for your business!

APPROVED **DENIED**
 Board Member Initials: _____
 Meeting Date: 4/5/22
 Follow-up action: _____

Master Services Agreement

THIS MASTER SERVICES AGREEMENT (“Agreement”) is made and effective as of **January 25, 2022** (the “**Effective Date**”) by and between the undersigned company (the “**COMPANY**”), and Story County, Iowa, a political subdivision organized and existing under the laws of the State of Iowa, (“**CLIENT**”). **COMPANY** and **CLIENT** may be referred to herein each individually as a “**Party**” and collectively, as the “**Parties.**”

WHEREAS, **COMPANY** is a provider of the services described on Exhibit A attached hereto and incorporated herein by this reference; and

WHEREAS, **CLIENT** desires to engage **COMPANY** to perform certain services for **CLIENT**; and

WHEREAS, **COMPANY** is willing to perform services to **CLIENT** on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual agreements and covenants contained herein, including Exhibit A, the Parties agree as follows:

1. Definitions.

Terms defined in the Preamble shall have the meanings given to them there. Terms defined elsewhere in this Agreement or in any SOW (as defined below) shall have the meanings given to them where they are defined. As used in this Agreement, the following terms shall have the meanings set forth below:

(a) “**Addendum(s)**” means the document or documents entitled with the word “Addendum” and may have an identifiable item number or letter following. These will be used for clarification of items such as pricing or other parts not included in the Agreement.

(b) “**Deliverables**” means any and all written materials and other items that are to be furnished by **COMPANY** to **CLIENT** as set forth in this Agreement or any SOW.

(c) “**Services**” means the services and Deliverables to be provided by **COMPANY** to **CLIENT** as set forth in this Agreement or any SOW.

(d) “**SOW(s)**” means the document or documents entitled “Statement of Work” that **COMPANY** and **CLIENT** may mutually execute from time to time, if applicable, in order to specify the Services that may be obtained from **COMPANY**.

(e) “**Specifications**” means any functional specifications, descriptions or requirements of the Services, including Deliverables.

2. Statements of Work.

(a) From time to time during the Term (as defined below) of this Agreement, **COMPANY** and **CLIENT** may enter into one or more SOWs, which shall specify: (i) a description of the Services, including Deliverables to be provided by **COMPANY**; (ii) any Specifications; (iii) the performance schedule relating to the Services (including commencement and completion dates); (iv) the applicable fees for the Services; and (v) the effective date of the SOW.

(b) Neither **COMPANY** nor **CLIENT** shall be obligated to enter into any SOW, and **COMPANY** shall not, and shall not be obligated to, perform any Services not specifically set forth in a SOW. Each SOW shall be signed by both Parties and, upon execution, shall be deemed a part of this Agreement.

3. Change Orders.

From time to time, CLIENT may request changes (including additions, modifications and deletions) to the Services. COMPANY shall review and discuss any such request from CLIENT and notify CLIENT in writing of any adjustments to the SOW or Addendum required to implement such request. If CLIENT agrees to such adjustments and COMPANY approves the changes, then the document(s) shall be amended to reflect those changes and adjustments in a writing signed and dated by CLIENT and COMPANY and attached to the Agreement. Such changes and adjustments shall become effective on the date that COMPANY signs and dates such writing. Only those changes approved by COMPANY in writing shall be binding on COMPANY.

4. Delivery Schedule.

Turnaround time for all Deliverables will be as set forth in the applicable SOW. All turnaround times set forth in the SOW do not account for: (a) a Force Majeure Event (as defined in Section 11) occurs and is continuing; (b) inaccurate information provided by CLIENT, including, but not limited to undeliverable, unreadable, or otherwise rejected addresses, malformed or data not matching expected formats as agreed upon during onboarding; or (c) mailings exceeding 50,000 pieces per day for processing. In the event any of the foregoing circumstances arise, COMPANY and CLIENT will work together in good faith to resolve them.

5. Holidays and Weekends

Notwithstanding anything in this Agreement or any SOW to the contrary, the COMPANY's days of operation are Monday through Friday. COMPANY currently has the following six official holidays and its offices will not be open for business (this list may be modified by COMPANY from time to time in its sole discretion): New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

Weekend availability can be arranged on an as needed basis and may result in additional billable charges. All weekend work must be agreed to by COMPANY in writing. Weekend work is not guaranteed and will be available based on capacity available.

6. CLIENT Obligations. During the Term of this Agreement, CLIENT shall:

- (a) cooperate with COMPANY in all matters relating to the Services;
- (b) respond promptly to any COMPANY request to provide direction, information, approvals, authorizations, or decisions that are reasonably necessary for COMPANY to perform Services in accordance with the requirements of this Agreement or any SOW; and
- (c) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services, the use of CLIENT Materials (as defined below), in all cases before the date on which the Services are to start under the applicable SOW.

If COMPANY's performance of its obligations under this Agreement or any SOW is prevented or delayed by any act or omission of CLIENT, COMPANY shall not be deemed in breach of its obligations under this Agreement or any SOW or otherwise liable for any costs, charges, or losses sustained or incurred by CLIENT, in each case, to the extent arising directly or indirectly from such prevention or delay.

7. Duration and Termination.

- (a) **Term.** This Agreement shall become effective on the Effective Date and shall continue in force for a period of three (3) years ("**Initial Term**") and may be renewed for an additional two (2) successive one (1) year extensions ("**Renewal Term**"), unless earlier terminated by either Party as described below.
- (b) **Termination.** This Agreement may be terminated by the Parties as follows:
 - (i) **Mutual Termination Rights.** By either Party, for any reason, upon written notice to the other Party at least 90 days prior to the termination date. In the event of termination for convenience, the

Parties will be obligated to perform pursuant to this Agreement up until the date specified in the written termination notice. No penalty shall be incurred for termination under this section.

(ii) **COMPANY Termination Rights.** By COMPANY if: (A) CLIENT fails to pay any amount when due under this Agreement and such failure continues for five (5) days after CLIENT'S receipt of written notice from COMPANY detailing such failure; (B) CLIENT has not performed or complied with any of the other terms or conditions of this Agreement in whole or in part and either the breach cannot be cured, or if the breach can be cured, it is not cured by CLIENT within 30 days after CLIENT's receipt of written notice from COMPANY detailing such breach; or (C) CLIENT becomes insolvent, is generally unable to pay, or fails to pay, its debts as they become due, files a petition for bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, or a third party files a petition for bankruptcy, receivership, reorganization, or assignment for the benefit of creditors and CLIENT fails to have such petition dismissed within 60 days after the date such petition was filed.

(iii) **CLIENT'S Termination Rights.** By CLIENT if: (A) COMPANY has not performed or complied with any of the other terms or conditions of this Agreement in whole or in part and either the breach cannot be cured, or if the breach can be cured, it is not cured by or reasonable steps toward cure have not been made by COMPANY within 30 days after COMPANY'S receipt of written notice from CLIENT detailing such breach; (B) CLIENT becomes aware that COMPANY furnished any statement, representation, warranty or certification in connection with this Agreement, the Request for Proposal or the Proposal that is false, deceptive, or materially incorrect or incomplete; (C) COMPANY or any parent or affiliate of COMPANY owning a controlling interest in COMPANY dissolves; (D) COMPANY terminates or suspends business, except in relation to a FORCE MAJURE event, as defined in Section 11 of this Agreement; (E) COMPANY has failed to comply with any applicable international, federal, state or local laws, rules, ordinances, regulations or orders when performing within the scope of this Contract ; (F) COMPANY infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or Contractor misappropriates or allegedly misappropriates a trade secret; (G) COMPANY fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy or (H) COMPANY becomes insolvent, is generally unable to pay, or fails to pay, its debts as they become due, files a petition for bankruptcy, receivership, reorganization, or assignment for the benefit of creditors, or a third party files a petition for bankruptcy, receivership, reorganization, or assignment for the benefit of creditors and COMPANY fails to have such petition dismissed within 60 days after the date such petition was filed.

(c) **Effects of Termination.**

(i) Upon the expiration or earlier termination of this Agreement, all amounts owed by CLIENT to COMPANY under this Agreement or any SOW, or otherwise, shall become immediately due and payable to COMPANY for Deliverables and Services actually and satisfactorily provided.

(ii) Upon termination of this Agreement, CLIENT agrees to reimburse COMPANY for any unused materials purchased for CLIENT, on CLIENT's behalf, by COMPANY.

(iii) Upon the expiration or earlier termination of this Agreement, each Party shall promptly: (A) except as otherwise provided in (B), return to the other Party or destroy all documents and tangible materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information (as defined below); (B) permanently erase all of the other Party's Confidential Information from its computer systems, except for copies that are (1) required by applicable law to be maintained by such Party and (2) maintained for archive copies on its disaster recovery or information technology backup systems; and (C) certify in writing to the other Party that it has complied with the requirements of this subsection.

8. Service Fees and Payment Mechanics.

(a) **Service Fees.** CLIENT shall pay COMPANY for the Services hereunder pursuant to the rates set forth in the Agreement or applicable SOW (the "**Rates**"), provided however, that the Rates are subject to change at

any time as set forth herein. Any amounts not paid by CLIENT when due shall bear interest from the date due until paid at the rate of 18% per annum (1.50% per month).

(b) **Rate Changes.** The Rates as stated in the Agreement or applicable SOW are subject to change based on the changes of costs incurred by COMPANY in performing the Services including, but not limited to, changes made by the U.S. Postal Service. Notwithstanding the foregoing, except for Rate changes due to changes made by the U.S. Postal Service, COMPANY shall not increase the Rates for one (1) year. After nine (9) months, but before January 25th, COMPANY may submit price adjustments for the next year. Price adjustments may not increase more the 3% for the next year. To maintain rates COMPANY may be required to order quantities in larger amounts. Any unused amounts due to CLIENT requests for changes in product will be charged back to the CLIENT for the unused portion.

(c) **Payment Mechanics.** For the Services to be provided hereunder, the CLIENT agrees to pay COMPANY those fees and charges set forth in this Agreement and any applicable SOW. COMPANY will invoice CLIENT for Services provided on a monthly basis. All invoices shall be due and payable within thirty (30) days from the date of the invoice. The CLIENT shall be responsible for the payment of all sales, use or other like taxes, if any, related to COMPANY's performance of the Services. COMPANY may suspend all Services to be provided by COMPANY hereunder if CLIENT fails to pay any amount due hereunder in accordance with the terms of this Section.

(d) **Withholding Payments.** In addition to pursuing any other remedy provided herein or by law, the CLIENT may withhold compensation or payments to COMPANY, in whole or in part, without penalty to the CLIENT or work stoppage by COMPANY, in the event the CLIENT determines that:

- (1) COMPANY has failed to perform any of its duties or obligations as set forth in this Contract.
- (2) Any Deliverable or Service has failed to meet or conform to any applicable specifications contained in the SOW, except for failure to meet or conform to specifications where CLIENT has not met CLIENT's responsibilities pursuant to Section 9(e) of this Agreement.
- (3) No interest shall accrue or be paid to COMPANY pursuant to Section 8(a) of this Agreement on any compensation or other amounts withheld or retained by the CLIENT under this section.

9. Limitation of Liability for Services Performed

(a) **Disclaimer.** COMPANY HEREBY DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO, ALL EXPRESS, IMPLIED (INCLUDING MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE), STATUTORY, OR OTHERWISE ARISING UNDER THIS AGREEMENT.

(b) **Exclusive Remedy.** CLIENT acknowledges and agrees that if CLIENT is unsatisfied with the Services provided by COMPANY, CLIENT'S sole and exclusive remedy hereunder is limited to COMPANY'S re-performance of Services.

(c) **Claims Period; Disclaimer Consequential Damages.** IN NO EVENT WILL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, BUSINESS INTERRUPTION, LOST PROFITS, OR LOST GOODWILL, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL APPLY NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

(d) **Client Responsibilities.** COMPANY will not be responsible for events occurring from malformed and/or changed input (data or PDF) into the processing steps. CLIENT understands that it is CLIENT'S responsibility to ensure any files submitted to COMPANY meet the agreed upon format and content. CLIENT is also responsible for notifying COMPANY of any changes being made to the input with enough advance notice to allow COMPANY to make the necessary alterations to allow the accurate generation of product for the CLIENT and all such change requests shall be subject to Section 3 hereof.

10. Indemnification

(a) **CLIENT Indemnification Obligations.** CLIENT agrees, to the extent permitted by the Constitution of the State of Iowa, to defend, indemnify and hold COMPANY and its affiliates, and its and their respective officers, directors, members, managers, shareholders, agents and employees harmless from and against

any and all claims, demands, liabilities, losses, damages (including treble damages in the case of infringement), penalties, sanctions, actions, judgments, costs, expenses (including attorney's fees) (collectively, "**Losses**") arising out of or relating to: (i) any breach of this Agreement by CLIENT or any CLIENT representatives; (ii) any infringement or misappropriation of any patent, copyright, trade secret, trademark, service mark, trade name proprietary information or other intellectual property or proprietary rights by CLIENT or any materials provided by CLIENT to COMPANY ("**CLIENT Materials**"); (iii) any negligent acts, omissions and/or willful misconduct of CLIENT or its representatives; or (iv) any violation by CLIENT, its representatives or the CLIENT Materials of any federal, state, or local laws, rules, regulations, ordinances or orders.

(b) **COMPANY Indemnification Obligations.** COMPANY shall defend, indemnify and hold CLIENT and its elected and appointed officials, directors, employees, agents, their predecessors, successors and assigns harmless from and against any and all claims, disputes, demands, damages, actions, judgments, liabilities, losses, costs and expenses, including without limitation reasonable legal and accounting fees, asserted or recovered against CLIENT arising out of or related to: (i) any breach of this Agreement by COMPANY or its representatives; (ii) any infringement or misappropriation of any patent, copyright, trade secret, trademark, service mark, trade name proprietary information or other intellectual property or proprietary rights arising solely from COMPANY's modifications to the CLIENT Materials which are not authorized by CLIENT; (iii) any negligent acts, omissions and/or willful misconduct of COMPANY or its representatives; or (iv) any violation by COMPANY or its representatives of any federal, state or local laws, rules, regulations, ordinances or orders, provided such violation does not arise out of COMPANY's use of the CLIENT Materials.

(c) **Indemnification Procedures.** Any Party seeking indemnification (the "**Indemnified Party**") under this Section shall give prompt written notice to the other Party (the "**Indemnifying Party**"); provided, however, the failure by an Indemnified Party to give such notice shall not relieve the Indemnifying Party of its obligations under this Section, except to the extent that the Indemnifying Party is materially prejudiced as a result of such failure. In addition, the Indemnified Party shall allow the Indemnifying Party to direct the defense and settlement of any claim, with counsel of the Indemnifying Party's choosing, and shall provide the Indemnifying Party, at the Indemnifying Party's expense, with such information and assistance as is reasonably necessary for the defense and settlement of the claim. The Indemnifying Party shall not be liable for any settlement of an action effected without its written consent (which consent shall not be unreasonably withheld or delayed), nor shall the Indemnifying Party settle any such action that affects the Indemnified Party's rights or interests without the written consent of the Indemnified Party. The Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement that does not include as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnified Party a release from all liability with respect to the claim.

(d) **Indemnification Survives.** The duties and obligations of the Parties under this section shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential claim is made or discovered.

(e)

11. Force Majeure.

Neither Party shall be in default under the Agreement if performance is prevented, delayed or made impossible to the extent that such prevention, delay, or impossibility is caused by a "force majeure." The term "force majeure" as used in this Agreement includes an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care, such as acts of God, war, civil disturbance and other similar causes. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the Parties. "Force majeure" does not include: financial difficulties of the COMPANY or any parent, subsidiary, affiliated or associated company of COMPANY; claims or court orders that restrict COMPANY's ability to deliver the Deliverables contemplated by this Agreement; strikes; labor unrest; or supply chain disruptions. If delay results from a subcontractor's conduct, negligence or failure to perform, the COMPANY shall not be excused from compliance with the terms and obligations of the Agreement unless the subcontractor or supplier is prevented from timely performance by a "force majeure" as defined in this Agreement. If a "force majeure" delays or prevents the COMPANY's performance, the COMPANY shall immediately use its best efforts to directly provide alternate, and to the extent possible, comparable performance.

Comparability of performance and the possibility of comparable performance shall be determined solely by the CLIENT. The party seeking to exercise this provision and not perform or delay performance pursuant to a “force majeure” shall immediately notify the other party of the occurrence and reason for the delay. The parties shall make every effort to minimize the time of nonperformance and the scope of work not being performed due to the unforeseen events. Dates by which performance obligations are scheduled to be met will be extended only for a period of time equal to the time lost due to any delay so caused.

12. Choice of Law

This Agreement, including all SOWs, attachments and Exhibits attached hereto and thereto, and all matters arising out of or related to this Agreement, shall be governed by, and construed in accordance with the laws of the State of Iowa, without regard to the conflict of laws provisions thereof.

13. Choice of Forum.

Each Party irrevocably and unconditionally agrees that it will not commence any action, litigation or proceeding of any kind whatsoever against the other Party in any way arising from or relating to this Agreement or any SOW and all contemplated transactions, including contract, equity, tort, fraud, and statutory claims, in any forum other than in the federal or state courts located in Des Moines, Iowa. Each Party irrevocably and unconditionally submits to the sole and exclusive jurisdiction of such courts and agrees to bring any such action, litigation, or proceeding only in the state or federal courts located in Des Moines, Iowa. Each Party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

14. Notice

All notices, requests, demands or other communications required to be given pursuant to the Agreement shall be in writing and shall be deemed to have been given: (a) if sent by hand delivery, upon delivery; (b) if sent by U.S. registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the addresses noted in the signature page below or to such other address as the Parties direct in writing pursuant to the terms of this Section, upon the earlier of the date of receipt or five (5) days after deposit in the U.S. mail; or (c) if sent by nationally recognized overnight courier (with all fees prepaid) to the addresses noted in the signature page below or to such other address as the Parties direct in writing pursuant to the terms of this Section, when received.

15. Severability

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

16. Attorney's Fees

The Parties agree that in the event any dispute arises in any way related to or arising out of this Agreement, the prevailing party in any arbitration or court proceedings will be entitled to recover an award of its reasonable attorney's and expert witness fees, costs and pre and post judgment interest.

17. No Third Party Beneficiary

The Parties agree to look solely to each other with respect to the performance of this Agreement. This Agreement and each and every provision hereof are for the exclusive benefit of the CLIENT and COMPANY and not for the benefit of any third party, and no third party shall be entitled to rely upon or enforce the terms of this Agreement, or to be a third party beneficiary thereof, except to the extent expressly provided in this Agreement.

18. Relationship of the Parties

The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, franchise, business opportunity, joint venture, or other form of joint enterprise, employment or fiduciary relationship between the Parties, and except as expressly set forth in connection with specific Services, neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

19. Confidentiality

(a) Each Party agrees that during the course of this Agreement, information that is confidential or proprietary may be disclosed to the other Party, including, but not limited to, client lists, technical processes and formulas, product designs, sales, cost, pricing and other unpublished financial information, product and business plans, projections, marketing data, and confidential customer financial information (“**Confidential Information**”). Confidential Information shall not include information that the receiving Party can demonstrate (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through no act or omission on the part of the receiving Party or its representatives, (b) was known to the receiving Party as of the time of its disclosure, as evidenced by the receiving Party's written records, (c) is independently developed by the receiving Party without reference to any Confidential Information of the disclosing Party, or (d) is subsequently learned from a third party not under a confidentiality obligation to the Party whose information is disclosed by such third party. Except as provided for in this Agreement, each Party shall not make any disclosure of the Confidential Information to anyone other than those who have a need to know such Confidential Information in connection with this Agreement and who are bound by confidentiality obligations no less strict than the confidentiality obligations contained herein. Each Party shall only use the other Party's Confidential Information as necessary to perform its obligations under this Agreement and for no other purpose. Each Party shall protect the other Party's Confidential Information with the same degree of care as it uses to protect its own Confidential Information, but in no event shall such Party use less than a commercially reasonable degree of care. Upon learning of any unauthorized disclosure or use of the other Party's Confidential Information, such Party shall promptly notify the other Party of such unauthorized disclosure or use and fully cooperate with the other Party to protect such Party's Confidential Information.

(b) In the event the receiving Party receives a request or demand to disclose all or any part of the disclosing Party's Confidential Information pursuant to the terms of a valid subpoena, a request pursuant to Iowa Code Chapter 22, or order issued by a court of competent jurisdiction, the receiving Party shall, unless prohibited by applicable law or valid court order, promptly notify the disclosing Party in writing of such subpoena, Iowa Code Chapter 22 request or order and attach a copy thereto, so that the disclosing Party may seek a protective order or other appropriate relief. The receiving Party agrees to cooperate with disclosing Party in connection with disclosing Party's efforts to obtain such protective order or relief provided that the disclosing Party shall pay all costs and expenses, including attorneys fees and expenses, receiving Party incurs in providing such cooperation. In the event the disclosing Party is unable to obtain such protective order or relief, the receiving Party may disclose the disclosing Party's Confidential Information pursuant to the subpoena, Iowa Code Chapter 22 request, or order without liability under this Agreement, provided the receiving Party shall (i) disclose only that portion of the disclosing Party's Confidential Information that, in the opinion of the receiving Party's legal counsel, is legally required to be disclosed, and (ii) use commercially reasonable efforts to obtain assurance that such disclosing Party's Confidential Information will continue to be treated as confidential.

(c) Upon the written request of disclosing Party, the receiving Party shall promptly return to the disclosing Party or destroy all or any part of the disclosing Party's Confidential Information. Upon such return or destruction, receiving Party shall deliver to disclosing Party a certificate signed by an authorized representative of receiving Party, certifying that the receiving Party's Confidential Information specified in the request has been returned or destroyed. Notwithstanding the foregoing, COMPANY shall be permitted to (i) retain CLIENT's Confidential Information in archival storage in accordance with its internal data retention policies (but only to the extent such retention is otherwise permitted by applicable law), and (ii) retain copies of CLIENT'S Confidential Information to the extent necessary to comply with applicable legal and regulatory requirements.

(d) Each Party hereby acknowledges and agrees that the breach or threatened breach of any obligation or duty set forth in this Section would cause immediate and irreparable harm to the other Party, and that an adequate remedy at law for such harm may not exist. Accordingly, in the event of such breach or threatened breach, the non-breaching Party shall have the right to seek specific performance by, or obtain injunctive or other equitable relief against, the other Party as a remedy for any such breach or threatened breach, without the necessity of proof of actual damage or loss and without the necessity of posting any surety or bond.

(e) The confidentiality obligations of each Party under this Section shall survive the expiration or termination of this Agreement.

20. Waiver of Jury Trial.

EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY. EACH PARTY CERTIFIES AND ACKNOWLEDGES THAT (A) NO REPRESENTATIVE OF THE OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT SEEK TO ENFORCE THE FOREGOING WAIVER IN THE EVENT OF A LEGAL ACTION, (B) SUCH PARTY HAS CONSIDERED THE IMPLICATIONS OF THIS WAIVER, (C) SUCH PARTY MAKES THIS WAIVER VOLUNTARILY, AND (D) SUCH PARTY HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS OF THIS SECTION.

21. Miscellaneous.

This Agreement, the CLIENT's Request for Proposal, COMPANY's Proposal, and any SOW entered into by the Parties hereto constitutes the entire agreement and understanding of the Parties and supersedes all prior and contemporaneous agreements, understandings, negotiations and proposals, oral or written. Each of the Parties expressly acknowledges that such Party has not relied on any prior or contemporaneous oral or written representations or statements by the other Party in connection with the subject matter of this Agreement except as expressly set forth herein. Neither Party shall assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, provided that COMPANY may use subcontractors to provide certain services for CLIENT under this Agreement. Any purported assignment or delegation in violation of this Section shall be null and void. This Agreement is binding on and inures to the benefit of the Parties to this Agreement and their respective permitted successors and assigns. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except

as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege. This Agreement may be amended or modified only by a subsequent agreement in writing signed by each of the Parties and may not be modified by course of dealing or course of conduct. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed counterpart of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed counterpart of this Agreement.

22. Insurance.

COMPANY shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the COMPANY's expense, insurance covering its work during the entire term of this Agreement and any extensions or renewals thereof. The COMPANY's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the COMPANY's performance of this Agreement regardless of the date the claim is filed or expiration of the policy. CLIENT shall be included as additional insureds or loss payees, or the COMPANY shall obtain an endorsement to the same effect, as applicable.

Types and Amounts of Insurance Required

Unless otherwise requested by Customer in writing, COMPANY shall cause to be issued insurance coverages insuring COMPANY and/or subcontractors against all general liabilities, product liability, personal injury, property damage, and (where applicable) professional liability in the amount specified below:

A. Workers' Compensation and Employers' Liability. This insurance shall protect COMPANY against all claims under Iowa Workers' Compensation Law. COMPANY shall also be protected against claims for injury, disease, or death, or employees which for any reason, may not fall within the provisions of the Workers' Compensation Law. The insurance requirements shall not be less than the following:

1. Workers' Compensation – Statutory
2. Employers' Liability
 - a. \$500,000 Per Accident
 - b. \$500,000 Disease, Policy Limit
 - c. \$500,000 Disease, Each Employee

B. Commercial General Liability. This insurance shall be written in comprehensive form and shall protect CLIENT against all claims arising from injuries to any person or damage to property of others arising out of any negligence of COMPANY.

COMPANY shall provide and maintain insurance coverage to protect the CLIENT against any and all claims for damages for personal injury, including accidental death, as well as from claims under this contract, whether such operations be performed by COMPANY or any subcontractors, or by one directly or indirectly employed by COMPANY or any subcontractors.

The liability limits shall not be less than the following:

Each Occurrence	\$ 1,000,000
General Aggregate	\$ 2,000,000
Products-Completed Operations Aggregate	\$ 2,000,000
Personal & Advertising Injury	\$ 1,000,000
Medical Expenses (Any One Person)	\$ 5,000

C. Automobile Liability. This insurance shall be written in comprehensive form and shall protect COMPANY against all claims for the operation of motor vehicles,

whether they are owned, non-owned, or hired, by or on behalf of COMPANY.

The liability limits shall not be less than the following:

\$ 1,000,000 CSL (Combined Single Limit) per accident

D. Excess Liability Umbrella. COMPANY shall procure and maintain, during the life of this contract **\$1,000,000 Excess Liability Coverage (Umbrella)**. This coverage is over and above the underlying coverage of **\$1,000,000/\$2,000,000 General Liability, Automobile & Employers Liability**.

G. Subcontractors. COMPANY shall require that any of its agents and / or subcontractors, who perform work and/or services pursuant to the provisions of this contract, meet the same insurance requirements as are required of the prime contractor.

MISCELLANEOUS.

- A. **Cost of Insurance.** CLIENT shall make no direct payments to the COMPANY for any costs associated with securing, maintaining, and/or providing the insurance coverage required. All costs of such coverage shall be included in the prices bid and no additional payments for such costs shall be made.
- B. **Personal Liability of Public Officials.** In carrying out any of the provisions of the Agreement, or in exercising any power or authority granted to any agent or representative of CLIENT thereby, there shall be no liability upon such agent or representative either personally or as an official of **Story County**, it being understood that in such matters they act as the agent and representative of **Story County**.
- C. **Non-Waiver of Legal Rights.** CLIENT shall not be precluded or estopped by any measurement, estimate, or certificate made either before or after the completion and acceptance of the work and payment thereof, from showing the true amount and character of the work performed and the materials furnished by the COMPANY or from showing that such measurement, estimate, or certificate is untrue or incorrectly made or that the work or materials do not in fact conform to the Agreement.

CLIENT shall not be precluded or estopped, notwithstanding any such measurement, estimate, or certificate and payment in accordance therewith, from recovering from the Contractor such damages as it may sustain by reason of failure to comply with the terms of the contract. Neither the acceptance by **Story County**, nor any representative(s), nor payment for acceptance of the whole or any part of the work, nor any extent of time, nor any possession taken place by **Story County** shall operate as a waiver of any portion of the contract, or any powers herein reserved, or any right to damages herein provided. A waiver of any breach of the contract shall not be held to be a waiver of any other subsequent breach.

Certificates of Insurance. COMPANY shall Provide CLIENT a Certificate of Insurance to show proof of adequate insurance. A Certificate shall be submitted with the final contract for review at time of signing. The Certificate(s) must specifically identify the project and name the **Story County, Iowa, its elected and appointed officials, employees, agents, predecessors, successors and assigns**, as "Additional Insured."

The following statements are requirements and should aid in the preparation of an acceptable certificate.

1. The name of the producer with complete address, zip code, and telephone number.
2. The name of the Insured with complete address, zip code, and telephone number.
3. The issue date must be complete.
4. The name of the Insurer (insurance companies) affording coverage must be named and approved by the Insurance Commission of the State of Iowa. The Company letters (4a) must be placed along the corresponding insurance coverages (4b).

5.	General Liability:	
	General Aggregate	\$2,000,000
	Product Completed Operations Aggregate	\$2,000,000
	Personal & Advertising Injury	\$1,000,000
	Each Occurrence	\$1,000,000
	Medical Expense (Any one person)	\$5,000

6. Automobile Liability: **\$1,000,000**
Each Accident **Combined Single Limit**

7. Workers' Compensation:
Statutory Benefits
Employers' Liability (Coverage B) **\$500,000**

8. Excess Liability Umbrella **\$5,000,000**

9. Policy numbers for all policies must be included

10. Policy effective dates for all policies must be included

11. Policy expiration dates must be included.

12. Description of Operations: The Project Name and Work Order Number must be shown. All contracts require **"Story County, Iowa, its elected and appointed officials, employees, agents, predecessors, successors and assigns"** to be additionally insured.

13. **Story County, Iowa** must clearly and explicitly be shown as the Certificate Holder.

14. COMPANY will provide at least thirty (30) days written notice to CLIENT before any cancellation of any of the described policies.

15. All certificates of insurance must be signed by an authorized representative.

16. The Cancellation Clause must read exactly as follows:

"Should any of the above described policies be canceled before the expiration date thereof, the issuing company shall mail thirty (30) days prior written notice to the certificate holder(s) named on the Certificate to the left."

17. In order to preserve the governmental immunities available as defenses to CLIENT and its officials and employees, any insurance policy must contain the following endorsement language:

Non-Waiver of Governmental Immunity: We, the insurance carrier and insured, expressly agree and state that the purchase of this policy and the naming of the **Story County, Iowa** as an additional insured shall not waive any of the defenses of governmental immunity available to **Story County, Iowa, its elected and appointed officials, employees, agents, their predecessors and successors and assigns**, pursuant to Section 670.4 of the Code of Iowa, as it now exists and as it may be amended from time to time.

Non-Denial of Coverage: We, the insurance carrier and insured, shall not deny coverage under this policy and we shall not deny any of the rights and benefits accruing to the **Story County, Iowa** in the schedule under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by **Story County, Iowa**

COMPANY shall obtain a waiver of any subrogation rights that any of its insurance carriers might have against CLIENT. The waiver of subrogation rights shall be indicated on the certificates of insurance coverage supplied to Client.

23. Compliance with the Law; Nondiscrimination in Employment.

COMPANY, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and ordinances. COMPANY, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7). Upon the CLIENT's written request, COMPANY shall submit to the CLIENT a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies. COMPANY, its employees, agents and subcontractors shall also comply with all federal, state, and local laws, including any permitting and licensure requirements, in carrying out the work performed under this Agreement. In the event COMPANY contracts with third parties for the performance of any of COMPANY's obligations under this Agreement, COMPANY shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this section.

Notwithstanding anything in this Agreement to the contrary, COMPANY's failure to fulfill any requirement set forth in this section shall be regarded as a material breach of this Agreement and the CLIENT may cancel, terminate, or suspend, in whole or in part, this Agreement. The CLIENT may further declare CUSTOMER ineligible for future contracts in accordance with authorized procedures or COMPANY may be subject to other sanctions as provided by law or rule.

24. Incorporation of Documents

This Agreement arises out of a Request for Proposal and Bid Proposal, the Parties acknowledge that the Agreement consists of the terms and conditions herein as well as the Request for Proposal and the Bid Proposal. The Request For Proposal and the Bid Proposal are incorporated into this Agreement by reference, except that no objection or amendment by the COMPANY to the provisions of the Request For Proposal shall be incorporated by reference into the Agreement unless the CLIENT has explicitly accepted the COMPANY's objection or amendment in writing. If there is a conflict between the Agreement, the Request For Proposal and the Bid Proposal, the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Agreement; (2) the Request for Proposal; (3) the Bid Proposal.

COMPANY:

**Mail Services, LLC
4100 121st Street
Urbandale, IA 50323**

By: _____

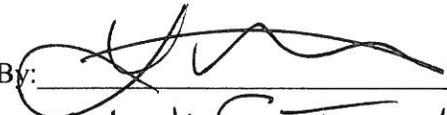
Name: _____

Title: _____

Date: _____

CLIENT:

**Story County, Iowa
900 6th Street
Nevada, IA 50201**

By:  _____

Name: Latifah Faisal

Title: Story County Board of Supervisors, Chair

Date: 4.5.2022

EXHIBIT A¹

SERVICES

Statement of Work

SOW Number: IDOT0001

This Statement of Work (“SOW”), adopts and incorporates by reference the terms and conditions of the Master Services Agreement by and between the undersigned parties (“**Master Agreement**”), as it may be amended from time to time. This SOW is effective beginning on [January 25, 2022] (“**Effective Date**”) and will remain in effect until [January 25, 2025] (“**Expiration Date**”), unless earlier terminated in accordance with the Master Agreement. Transactions performed under this SOW will be conducted in accordance with and be subject to the terms and conditions of this SOW and the Master Agreement. Capitalized terms used but not defined in this SOW shall have the meanings given to them in the Master Agreement.

1. Scope of Work. Print and Mailing of Iowa Motor Vehicle Renewal Registration Notices
2. Work Schedule and Deliverables. Subject to Section 4 of the Master Agreement, the relevant milestones, completion dates, Deliverables and terms associated with this SOW are as follows:

Retrieve encrypted fixed position flat data files from IowaDOT and print information from the files in an approved registration renewal format on blue tinted perforated paper for standard renewal notices and white perforated paper for fleet renewal notices. Fold and insert registration renewal notice forms, a #9 window business reply envelope, and informational flyers if applicable into a #10 double window envelope. Mail registration renewal forms. When possible deliver the registration renewal forms electronically rather than print and mail.

Monthly printing and mailing, or electronic delivery, of vehicle registration renewal notices to vehicle owners on behalf of county treasurers in the state of Iowa. Contracts will be signed by each county separately.

Data files are made available by IowaDOT twice a month. A large file is made available around the 20th of each month, and a small file is made available on the last calendar day of each month. Data in the files from IowaDOT is used to generate vehicle renewal notices for vehicle owners in the state of Iowa. With this procurement, the Renewal Notice Committee seeks to contract with a company capable of converting raw data files into finished renewal notices that are mail-ready or electronically deliverable.

There are two renewal notice designs. One is the standard renewal notice which is utilized when a vehicle owner has less than 13 vehicles in the data file. The other is a fleet renewal notice which is utilized when a vehicle owner has 13 vehicles or more in the data file.

Standard Renewal Notice (Less than 13 vehicles)

- There are two different designs of the standard renewal notice. The template layout for the two designs are very similar. The main difference is hard-coded wording that is different based on which of the two online payment websites the county utilizes.

¹ We would envision a different Exhibit A for each entity that could be easily attached to the MSA since the services may differ.
MSA June 2021

- Generate renewal notices with required language on the front and back, and include vehicle data within two separate information grids.
- Generate PDF417 barcodes on the renewal notices with vehicle data from the information grids. Barcodes are printed one of two ways based on whether the county uses automated remittance processing or not. Barcodes must be printed in the specified location in order for county scanners to read them correctly.
- Electronically deliver all eligible renewal notices and informational flyers according to a schedule provided by the Renewal Notice Committee.
- Laser print renewal notices that can't be delivered electronically on blue tinted 8.5" by 11" paper, micro perforated at the bottom for the remittance stubs.
- Fold renewal notice and insert into a #10 outbound double window envelope with required wording preprinted on the front.
- Insert #9 window business reply envelope with identifiable markings.
- If required, print, fold and insert informational flyer into #10 outbound double window envelope with required wording preprinted on the front.
- Prepare mailing for post office, including sealing and metering the envelope with appropriate postage.
- Deliver mailing to post office according to a schedule provided by the Renewal Notice Committee.

Fleet Notice Form (13 vehicles or more)

- There are two different designs of the fleet renewal notice. The template layout for the two designs are very similar. The main difference is hard-coded wording that is different based on which of the two online payment websites the county utilizes.
 - Generate renewal notices with required language on the front and back of the first sheet. The remaining sheets are single-sided with vehicle data, up to 45 vehicles per page, in information grids that extend the entire sheet or until the last vehicle is listed.
 - Electronically deliver all eligible renewal notices and informational flyers according to a schedule provided by the Renewal Notice Committee.
 - Laser print renewal notices that can't be delivered electronically on white 8.5" by 11" paper, micro perforated at the top for the remittance stub.
 - Fold renewal notice and insert into a #10 outbound double window envelope with required wording preprinted on the front.
 - Insert #9 window business reply envelope with identifiable markings.
 - If required, print, fold and insert informational flyer into #10 outbound double window envelope with required wording preprinted on the front.
 - Prepare mailing for post office, including sealing and metering the envelope with appropriate postage.
 - Deliver mailing to post office according to a schedule provided by the Renewal Notice Committee.
- 1) Retrieve from IowaDOT vehicle renewal and customer stop data files from a secure FTP site. The file types are encrypted fixed position flat data files
 - 2) Create a dataset from the vehicle renewal IowaDOT file that will merge records of identical customers to print on the same renewal notice forms. From the customer stop IowaDOT file add to the dataset records of special characteristics referred to as "stops" to identified customers so they print on the same renewal notice forms. Various types of stops will be printed in a hierarchical order provided by the Renewal Notice Committee. When "stops" are present print an asterisk next to the amount due in the information grids for the affected vehicle(s), and next to

- the total due at the bottom of each information grid. Print stop signs next to the total due at the bottom of each information grid, in the lower left-hand corner of the renewal notice with required wording, and on the back of the renewal notice in a message area. In the message area on the back of the renewal notice predefined wording explaining the “stop” will be printed. Messages will be unique for each different kind of “stop.” Messages explaining the “stop” are not included in the IowaDOT files and will need to be stored in a custom built table to be referenced when renewal notices are generated.
- 3) Generate standard renewal notices and fleet renewal notices with language, format, and design provided.
 - 4) Changes to language hard-coded on the renewal notices templates occasionally requires changes. These changes will be made at no additional cost.
 - 5) When generating renewal notices refer to custom built table when parking ticket stops are present to determine based on the city issuing the parking ticket and the vehicle owner’s county if the parking ticket stop should be included on the renewal notice and if so, should the parking ticket amount owed also print.
 - 6) When generating renewal notices identify vehicles requiring self-certification from indicators in the IowaDOT file and print required self-certification language on the renewal notice.
 - 7) When generating renewal notices identify “weighted vehicles” from indicators in the IowaDOT file and include tonnage and half year fee if applicable in the information grids.
 - 8) Provide a section on the renewal notice for customized language provided by each county. Allow each county to make one update each fiscal year (July – June) at no charge. A fee may be charged for any updates in a fiscal year beyond one at a fee not to exceed \$30.00.
 - 9) Print a Penalty and Enforcement Date on the renewal notices. These dates are not included in the IowaDOT files. They are provided by the Renewal Notice Committee annually prior to each fiscal year, and need to be manually updated before generating renewal notices each month or stored in a custom built table to be referenced when renewal notices are generated.
 - 10) If the vehicle renewal IowaDOT file contains a PIN number on a vehicle record print in a boxed off area required language with the PIN number. If there is no PIN number print a different message with required language.
 - 11) Verify addresses in the vehicle renewal IowaDOT file and reference the National Change of Address (NCOA) database. Update any change of address, mark the change of address box on the renewal notice remittance stub, and print the address correction information on the back of the renewal notice in the area provided.
 - 12) Print a dynamic QR Code on the front of the renewal notice linking customers to their vehicle renewal on the county’s online payment site.
 - 13) Print PDF417 barcodes that contain vehicle information next to the information grid on the remittance stub. Vehicle information will be printed for all vehicles in one large barcode to the left of the information grid or each vehicle separate, in smaller barcodes, next to each row in the information grid. Each county will indicate whether they want the one large barcode or separate smaller barcodes.
 - 14) Print PDF417 barcode in the lower right-hand corner of the renewal notice with vehicle information from the first record in the information grid.
 - 15) Prepare printed proofs of the renewal notices and make them available for review to specified members of the Renewal Notice Committee. Proofs need to include at least two examples of the two templates of the standard renewal notice and at least two examples of the two templates of the fleet renewal notice.
 - 16) Proofs must be approved via email or phone confirmation before proceeding to print or electronic disbursement.
 - 17) Provide an option for customer opt-in to electronic delivery of renewal notices. Electronic renewal notices must have a dynamic hyperlink to the customer’s vehicle renewal on the

- county's online payment website. This hyperlink may be different for standard renewal notices and fleet renewal notices. Generate a paper renewal notice and mail for any electronic renewal notice delivery that bounces back. Must be able to identify if a recipient has accessed the electronic version of the renewal notice within a set number of days. If the renewal notice hasn't been accessed within the set number of days generate a paper renewal notice and mail.
- 18) Must be able to implement grouping logic for multiple sheets being sent to the same vehicle owner. For a standard renewal notice the information grid will contain six rows. Standard renewal notices are printed for vehicle owners with less than 13 vehicles. There is the possibility of having two standard renewal notices being sent to one owner. Both standard renewal notices need to be delivered in one electronic communication or one outbound envelope. The fleet renewals notices can have several sheets that will need to be grouped together.
 - 19) Provide for the ability to add special informational flyers statewide, at the county level, or based on a record indicator in the IowaDOT files.
 - 20) Ability to print and store special informational flyers.
 - 21) Laser print standard renewal notices that can't be delivered electronically on blue tinted 8.5" by 11" paper. Paper will be micro perforated at the bottom for the remittance stubs. Laser print fleet renewal notices that can't be delivered electronically on white 8.5" by 11" paper. Paper will be micro perforated at the top for the remittance stubs.
 - 22) Fold renewal notice and insert into a #10 outbound double window envelope with required wording preprinted on the front.
 - 23) Insert #9 window business reply envelope with identifiable markings into standard renewal notice #10 outbound double window envelope with required wording preprinted on the front.
 - 24) If required, print, fold and insert informational flyer into #10 outbound double window envelope with required wording preprinted.
 - 25) Prepare mailing for post office, including sealing and metering the envelope with appropriate postage.
 - 26) Ability to mail renewal notices within six business days following proof approval. However, if ready earlier, the large file mailing will not be mailed prior to the Mail Date provided in an annual schedule prepared by the Renewal Notice Committee. The small file mailing will be mailed as soon as possible.
 - 27) It is preferred that mailed renewal notices be delivered to Iowa addresses within two business days, and no later than three business days.
 - 28) Ability to correct and confirm the zip +4.
 - 29) Must be a Full Service Intelligent Mail Barcode provider.
 - 30) Ability to presort for postal discounts.
 - 31) Deliver mailing to post office according to a schedule provided by the Renewal Notice Committee.
 - 32) Must provide all paper, envelopes, and storage of these items.
 - 33) Ability to have separate contracts with each individual county.
 - 34) Must have a Service Organization Control (SOC) 2 audit ensuring the ability to work with confidential data. Most recent audit report must be provided.
 - 35) Ability to provide additional services as requested based on a quote.
 - 36) Provide treasurers and/or treasurer's staff the ability to review the facility and processes at an agreed upon date and time if requested.
 - 37) Ability to handle the monthly volume of renewals notices required to be delivered each month by county treasurers in the state of Iowa.

3. **Pricing.** Subject to Section 7 of the Master Agreement, costs listed below are based on the scope and assumptions included in this SOW.²

Item	Price per unit	Cost Structure
Print Duplex – Black Laser Ink	\$0.052 per sheet of paper	
Mail Prep	\$0.052 per #10 Envelope	Fold, Insert, Seal, Meter, Presort
Blue Paper, 24#, 8.5'x11' with perf	\$0.019 per sheet	
#9 Business Reply Envelope, #24, 1W	\$0.017 per #9 Envelope	
#10 Envelope, Custom to DOT, 24#	\$0.028 per #10 Envelope	
Estimated 1 st Class Presort Letter postage	\$0.429 per Envelope	Actual postage will be determined and billed back to counties based on average for processing run
Total: Estimated Due to Postage	\$0.597 PER ENVELOPE	

Item	Price per unit	Cost Structure
Print Duplex – COLOR Laser Ink	\$0.102 per sheet of paper	
White Paper, 24#, 8.5'x11' with perf	\$0.016 per sheet	
Other Services – Bid during RFP but will need SOW to implement		
E-Mailed Statements	\$0.042 Per EMAIL	Will need SOW
Archived Documents (Optional) - EDP	\$0.010 PER online Document	Will need SOW
One-time Set-up Fee for Archive Programming set up / business rules	\$250.00 one time for entire entity – not per county	

[SIGNATURE PAGE FOLLOWS]

² Determine if each entity has a rate sheet that we could reference.
MSA June 2021

IN WITNESS WHEREOF, the Parties hereto have executed this SOW as of the date first above written.

For COMPANY
Mail Services, LLC
4100 121st Street
Urbandale, IA 50323

For CLIENT
Story County, Iowa
900 6th Street
Nevada, IA 50201

By: _____
Name: _____
Title: _____
Date: _____

By:  _____
Name: Lattfan Faisal
Title: Chair, Story County Board of Supervisors
Date: 4.5.2022

IOWA CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING (CESF) PROGRAM

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

CESF CFDA #16.034

Grantee: Story County Attorney's Office 5500 Westown Parkway Suite 190 West Des Moines, Iowa 50266	Grant #20-CESF- 359244 Grant Period: January 20, 2020 - September 30, 2022 <p align="right"><i>Revised March 29, 2022</i></p> Federal: \$208,824 Match: \$0 Total: \$208,824
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ODCP Contact:
 Dennis Wiggins 515/725-0311

Legal Applicant: Latifah Faisal	Program Director: Timothy C. Meals
------------------------------------	---------------------------------------

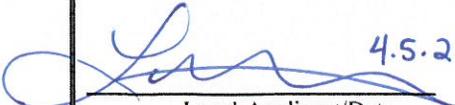
This grant is subject to the terms and conditions incorporated either directly or indirectly by reference in the grant program legislation, the grant program request for proposal, and the stipulations, if any, noted under "Special Conditions." Except for any waiver granted explicitly elsewhere in this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

SPECIAL CONDITIONS

Priority funding to be provided to the following counties which made separate applications to support PbK implementation: Clay County, Monona County, Story County, Warren County, Winneshiek County

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

SIGNATURES/DATES

 _____ Legal Applicant/Date	4.5.22  _____ Program Director/Date	3/29/22 _____ ODCP Administrator/Date
---	---	---

SECONDARY ROADS FIVE YEAR PROGRAM

Iowa Department of Transportation
SECONDARY ROADS FIVE YEAR PROGRAM

County: Story County
Fiscal Year: 2023
Version: Original

COUNTY CERTIFICATION

The detailed construction program for the secondary road system was adopted by the Board of Supervisors on

4.5.22
Date

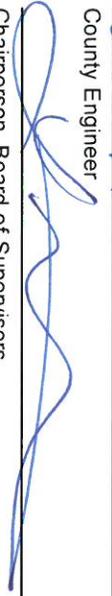
ATTESTED

County Auditor



Date 4.5.22

County Engineer



Date 3.29.22

Chairperson, Board of Supervisors

Date 4.5.22

IOWA DOT PROGRAM APPROVALS

Recommended Approval:

OLS Reviewer

Date

Approval:

Director of Local Systems

Date

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SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp					Total
						Year	Priority Years				
							FY 2023	FY 2024	FY 2025	FY 2026	
FM-C085(M8)--55-85 Milford 8 Bridge 37283	On 170th Ave., Over small stream, on NE1/4 S8 T84 R23	50 0.100 miles	Previous	\$0 332 Box Culverts FM	Local						\$120
					FM	120					
					Special FA SWAP						
FM-C085(S24)--55-85 Sherman 24 Bridge 37277	On 730th Ave., Over small stream, on SW1/4 S24 T84 R21	40 0.100 miles	Previous	\$0 332 Box Culverts FM	Local						\$140
					FM	140					
					Special FA SWAP						
FM-C085(E57)--55-85 E57 Kelley Overlay 40235	On E57, from R38 E 3.5 miles to Hwy 69	830 3.500 miles	Previous	\$0 366 HMA Paving FM	Local						\$700
					FM	700					
					Special FA SWAP						
FM-C085(--55-85 GW Carver Overlay 40236	On R50, from Ames City Limits N 3.0 miles	1760 3.000 miles	Previous	\$0 366 HMA Paving FM	Local						\$600
					FM	600					
					Special FA SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number	Project Name	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Accomp					Total	
						Fund	FY 2023	FY 2024	FY 2025	FY 2026		FY 2027
L-C085(P15E)--73-85 Palestine 15 Bridge East 40203		On 535TH AVE, Over BALLARD CREEK, S15 T82 R24	60 miles 314310	Previous	\$0 320 Bridges Local	Local	500					\$500
						FM						
						Special						
L-C23--73-85 Collins 23 Bridge 37278		On 720th Ave., Over small stream, on SW1/4 S23 T82 R21	45 0.100 miles	Previous	\$0 332 Box Culverts Local	Local	130					\$130
						FM						
						Special						
L-C2B--73-85 Collins 2 Bridge 38678		On 280TH ST, Over MARSHALL-STORY DD#2, SE1/4 S35 T83 R21	30 0.000 miles 313450	Previous	\$40 331 Pipe Culverts Local	Local	40					\$40
						FM						
						Special						
L-U32--73-85 Union 32 Bridge 49746		On 578TH AVE, Over COON CREEK, S32 T82 R23	33 0.000 miles 314230	New	\$0 332 Box Culverts Local	Local	150					\$150
						FM						
						Special						
		32 / 82 / 23				SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp					Total
						Year	1st	2nd	3rd	4th	
L-136--73-85 Lincoln 36 Culvert 49755	On 150TH ST, Over No name stream, S25 T85 R21	15 0.000 miles	New	\$0 332 Box Culverts Local	Local FM	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	\$120
L-IC9--73-85 Indian Creek 9 Bridge 49759	On 640TH AVE, Over No name stream, S8 T82 R22	45 0.000 miles	New	\$0 332 Box Culverts Local	Local FM	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	\$120
L-ROW--73-85 Right of Way 5971	0: All County / 0 / 0	0 0.000 miles	Previous	\$0 300 Balance In Reserve Local	Local FM	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	\$20
L-CWP--73-85 County Wide Pipes 5972	Various routes in Story County All County	30 0.000 miles	Previous	\$0 331 Pipe Culverts Local	Local FM	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	\$10

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Accomp					Total	
					Fund	FY 2023	FY 2024	FY 2025	FY 2026		FY 2027
RC-C085(0)--9A-85 220th St. Paving 36090	On 220TH ST, from 580th Ave. E 1 miles	250 1,000 miles	Previous	\$0 367 PCC Paving Special	Local						\$1,350
					FM						
					Special	1,350					
					FA						
BRS-SWAP-C085(S14S)--FF-85 S14 Bridge 48719	On S 14, Over CALAMUS CREEK, S18 T82 R22	941 0,000 miles 313750	New	\$0 2021 Bridge Replacement SWAP	Local						\$600
					FM						
					Special						
					FA						
FM-C085(161)--55-85 Collins 1 Bridge 36017	On 730th Ave., Over Willow Creek, NW1/4 S1 T82 R21	30 0.100 miles 313440	Previous	\$0 320 Bridges FM	Local						\$400
					FM		400				
					Special						
					FA						
FM-C085(S14)--55-85 S14 Overlay 38694	On S14, from Nevada City Limits S 9.6 miles to Polk County Line	360 9,600 miles	Previous	\$0 366 HMA Paving FM	Local						\$2,000
					FM		2,000				
					Special						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp Year					Total
						FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	
						1st	2nd	3rd	4th		
FM-C085(-55-85 Howard 11 Bridge 38675	On 115th St., Over Bear Creek, S11 T85 R23	120 0.100 miles 316170	Previous	\$0 320 Bridges FM	Local						\$400
					FM	400					
					Special						
FM-C085(WAR7)--55-85 Warren 7 Bridge 37281	On 110th St., Over East Indian Creek, on NLINE S7 T85 R22	35 0.100 miles 315950	Previous	\$0 332 Box Culverts FM	Local						\$300
					FM	300					
					Special						
FM-C085(P15)--55-85 Palestine 15 Bridge 37298	On 530th Ave., Over Ballard Creek, on WLINE S15 T82 R24	50 0.100 miles 314300	Previous	\$0 320 Bridges FM	Local						\$400
					FM	400					
					Special						
FM-C085(R8)--55-85 Richland 8 Bridge 40201	On 170th St., Over No name stream, NE1/4 S8 T84 R22	10 miles	Previous	\$0 332 Box Culverts FM	Local						\$110
					FM	110					
					Special						
40201	8 / 84 / 22				SWAP						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number	Project Name	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Accomp					Total		
						Fund	FY 2023	FY 2024	FY 2025	FY 2026		FY 2027	
L-M24--73-85	Millford 24 Bridge 38676	On 610th Ave., Over West Indian Creek, on WLINE S24 T84 R23	35 0.100 miles 315390	Previous	\$0 320 Bridges Local	Local		400					\$400
L-C3--73-85	Collins 3 Pipe 49747	On 280TH ST, Over Willow Creek, S3 T82 R21	40 0.000 miles	New	\$0 332 Box Culverts Local	Local		250					\$250
L-C085(C8)--73-85	Indian Creek 8 Bridge 45779	On 632ND AVE, Over STREAM, S8 T82 R22	60 0.000 miles 313655	Previous	\$0 320 Bridges Local	Local		120					\$120
STP-S-C085(S27)--5E-85	S27 Overlay 45776	On S 27, from Hwy 30 N 4.9 miles to E29	450 4.900 miles	Previous	\$0 366 HMA Paving FA	Local		200					\$1,000
		8 / 82 / 22				Special							
						FA		800					
						SWAP							

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Accomp					Total	
					Fund	Priority Years					
						FY 2023	FY 2024	FY 2025	FY 2026		FY 2027
FM-C085(E15)--55-85 E15 HMA Overlay 44690	On E 15, from 525' west of 570th Ave. E 3.1 miles to 600th Ave.	1080 3.100 miles	Previous	\$0 366 HMA Paving FM	Local						\$650
					FM		650				
					Special						
FM-C085(NA35)--55-85 New Albany 35 Bridge 38677	On 270th St., Over small stream, on NW1/4 S35 T83 R21	35 0.100 miles 314491	Previous	\$0 320 Bridges FM	Local						\$500
					FM		500				
					Special						
FM-C085(C27)--55-85 Indian Creek 27 Bridge 50884	On 325TH ST, Over ROCK CREEK OVERFLOW	190 0.000 miles 8170	New	\$0 320 Bridges FM	Local						\$600
					FM		600				
					Special						
FM-C085(NA7)--55-85 New Albany 7 Culvert, E41 49758	On E 41, S6 T83 R21	998 0.000 miles	New	\$0 332 Box Culverts FM	Local						\$120
					FM		120				
					Special						
6 / 83 / 21					SWAP						
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number	Project Name	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Accomp					Total
						Fund	FY 2023	FY 2024	FY 2025	FY 2026	
						Local	1st	2nd	3rd	4th	
L-COL20--73-85	Collins 20 Bridge	On 310TH ST. Over DRAINAGE, S20 T82 R21	90 0.000 miles	New	\$0 332 Box Culverts Local			200			\$200
50880						Local					
						FM					
						Special					
						FA					
						SWAP					
L-C085(MIL4)--73-85	Millford 4 Bridge	On 585TH AVE. Over Dry Creek, East line of NW1/4 S4 T84 R23	30 miles	Previous	\$0 332 Box Culverts Local			140			\$140
40233						Local					
						FM					
						Special					
						FA					
						SWAP					
STP-S-C085(E29)--5E-85	E29 Overlay	On E29, from 700' west of 570th Ave. E 9.2 miles to 660th Ave.	750 9.200 miles	Previous	\$0 366 HMA Paving FA			360			\$1,800
41362						Local					
						FM					
						Special					
						FA		1,440			
						SWAP					
FM-C085(S14N)--55-85	S14 North Overlay	On S14, from Nevada N 9.7 miles to E18	670 9.700 miles	Previous	\$0 366 HMA Paving FM				1,950		\$1,950
45775						Local					
						FM					
						Special					
						FA					
						SWAP					

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp					Total
						Year	Priority Years				
							1st	2nd	3rd	4th	
					FY 2023	FY 2024	FY 2025	FY 2026	FY 2027		
L-COL10--73-85 Collins 10 Culvert 8831	On 290th St., Over No name stream, NE1/4 S10 T82 R21	25 0.100 miles	Previous	\$0 331 Pipe Culverts Local	Local					100	\$100
					FM						
					Special						
L-C085(F25)--73-85 Stagecoach Bridge 45781	On STAGECOACH RD, Over No name stream, S25 T84 R24	80 0.000 miles	Previous	\$0 332 Box Culverts Local	Local					120	\$120
					FM						
					Special						
L-C085(IC21)--73-85 Indian Creek 21 Bridge 45799	On 645TH AVE, Over No name stream, S21 T82 R22	20 0.000 miles	Previous	\$0 332 Box Culverts Local	Local					120	\$120
					FM						
					Special						
BRS-C085(E15)--60-85 E15 Bridge 49760	On E 15, Over LONG DICK CREEK, S9 T85 R23	979 0.000 miles 316160	New	\$0 320 Bridges FA	Local					120	\$600
					FM						
					Special						
9 / 85 / 23					SWAP					480	
					FA						
					SWAP						

SECONDARY ROADS FIVE YEAR PROGRAM

Paving Point Computations

Local or FM Route	Project Number	Location	Type of Work	Year	Road Type	AADT	Pavement Proximity	Trucks	Bonus	Total
Local	RC-C085()-9A-85 Public Hearing: 21/2/2019	On 220TH ST, from 580th Ave. E 1 miles	367 PCC Paving	2023	15	25	0	15	0	55

SECONDARY ROADS FIVE YEAR PROGRAM

Fund	2023	2024	2025	2026	2027
SWAP	\$600,000	\$0	\$0	\$0	\$0
FM	\$1,560,000	\$3,810,000	\$2,230,000	\$2,070,000	\$850,000
Local	\$1,090,000	\$770,000	\$340,000	\$340,000	\$700,000
FA	\$0	\$800,000	\$1,440,000	\$480,000	\$1,000,000
Special	\$1,350,000	\$0	\$0	\$0	\$0

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: 15-08-400-430
 PROJECT No: L-IC9--73-85
 ROAD No: (640th AVE.)

THIS AGREEMENT made and entered into this 23rd day of March, A.D. 2022 by and between
JUSTIN GREEN

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 75.00 feet of the South 625.00 feet in the SE¼, SE¼ of Section 8, Township 82 North, Range 22 West of the 5th P.M., Story County, Iowa. Easement contains 0.08 acres of which 0.06 acres is existing R.O.W.

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

See attached graphical representation

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

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

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

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

	Payment Amount	
\$	<u>289.34</u>	Agreed Performance
\$		on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$	<u>289.34</u>	on possession and conveyance
		TOTAL LUMP SUM

BREAKDOWN:	ac.=acres	sq.ft.=square feet			
Land by Fee Title		ac./sq.ft.	\$		
Underlying Fee Title		ac./sq.ft.	\$		
Permanent Easement	<u>0.02</u>	ac./sq.ft.	\$	<u>264.34</u>	Buildings & Improvements \$
Temporary Easement		ac./sq.ft.	\$		Fence ___ rods woven \$
Damages for:					Fence ___ rods barb \$
					\$
					Future Abstract Entry in the amount of \$25.00

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

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

X Justin Green

- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of _____ 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 23rd day of March, 20 22, before me, the undersigned, personally appeared Justin Green

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.



Robin S. Burns
Notary Public in and for the State of Iowa

BUYER'S APPROVAL

[Signature] 3.30.22

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

[Signature] 4.5.22
Approved by: Chairperson, Story County Board of Supervisors (Date)

Prepared By and Return To: Story County Engineer's Office, 837 N Ave., Nevada, Iowa 50201, 515-382-7355

"Exhibit A"

STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

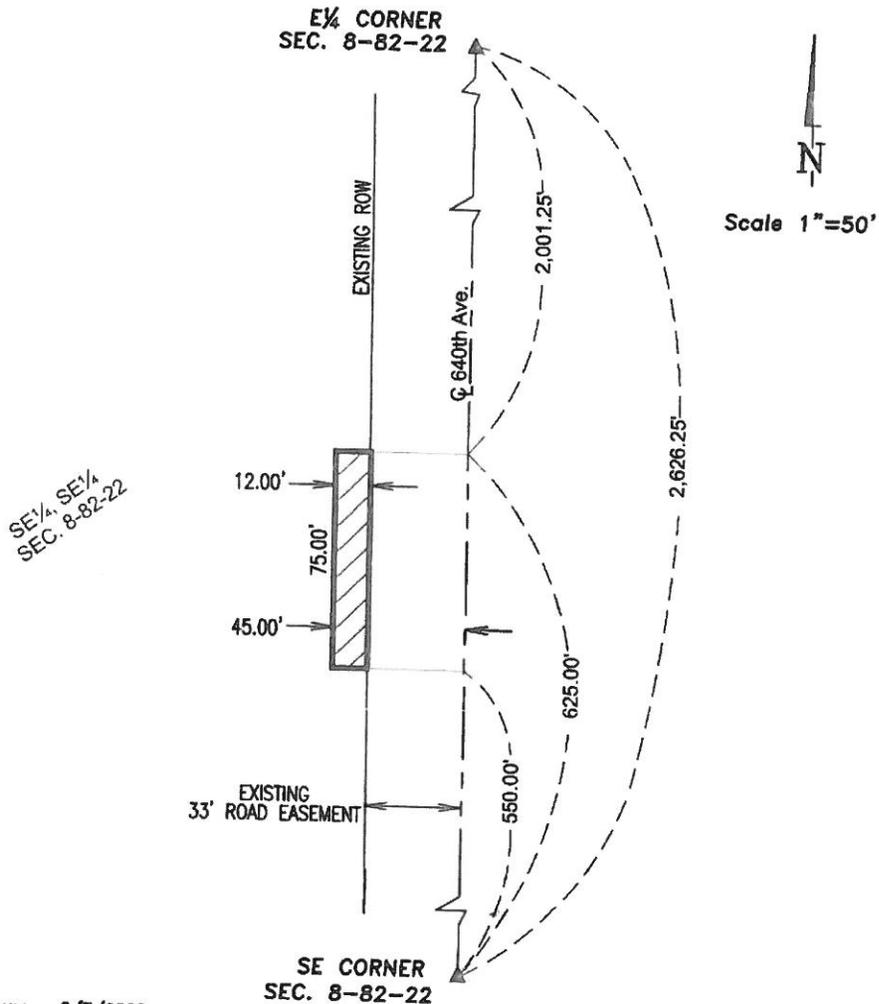
PROJECT NO. L-IC9--73-85 PARCEL NO. 15-08-400-430

SECTION 8, TOWNSHIP 82N, RANGE 22W, OF THE 5TH P.M., STORY COUNTY, IOWA.

ACQUIRED FROM JUSTIN GREEN

EXISTING R.O.W. 0.06 ACRES NEW R.O.W. 0.02 ACRES TOTAL R.O.W. 0.08 ACRES

The West 12.00 feet of the East 45.00 feet of the North 75.00 feet of the South 625.00 feet in the SE $\frac{1}{4}$, SE $\frac{1}{4}$ of Section 8, Township 82 North, Range 22 West of the 5th P.M., Story County, Iowa. Easement contains 0.08 acres of which 0.06 acres is existing R.O.W.



DATE DRAWN 2/7/2022

G:\AUTOCAD\PROJECTS\CULVERTS\2023\IC @ 640TH NORTH STRUCTURE\ROW\15-08-400-430 GREEN\PLAT.DWG

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: 15-09-300-305
 PROJECT No: L-IC9--73-85
 ROAD No: (640th AVE.)

THIS AGREEMENT made and entered into this 13th day of March, A.D. 2022 by and between
MAXWELL FARMS, INC.

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 East 12.00 feet of the West 45.00 feet of the North 75.00 feet of the South 625.00 feet in the SW¼, SW¼ of Section 9, Township 82 North, Range 22 West of the 5th P.M., Story County, Iowa. Easement contains 0.08 acres of which 0.06 acres is existing R.O.W.

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

See attached graphical representation

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

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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>289.34</u>	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>289.34</u>	TOTAL LUMP SUM

BREAKDOWN:	ac.=acres	sq.ft.=square feet			
Land by Fee Title		ac./sq.ft.	\$		
Underlying Fee Title		ac./sq.ft.	\$		Buildings & Improvements \$
Permanent Easement	<u>0.02</u>	ac./sq.ft.	\$	<u>264.34</u>	Fence _____ rods woven \$
Temporary Easement		ac./sq.ft.	\$		Fence _____ rods barb \$
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.

X *Jason Maxwell*
Maxwell Farms, Inc.
Jason Maxwell

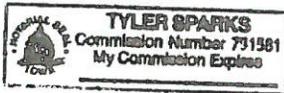
- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of ____ pages.
- 6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such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

Additional Right of Way Agreements:

SELLER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 13th day of March, 20 22, before me, the undersigned, personally appeared Jason Maxwell

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 Sparks
Notary Public in and for the State of Iowa

BUYER'S APPROVAL

Jason Maxwell 3.30.22

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

[Signature] 4.5.22

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

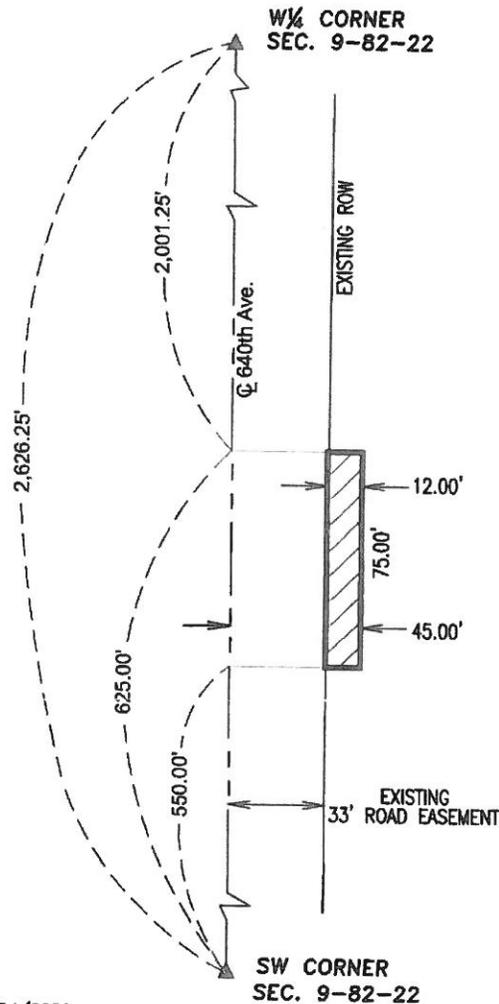
"Exhibit A"

STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

PROJECT NO. L-IC9--73-85 PARCEL NO. 15-09-300-305
SECTION 9, TOWNSHIP 82N, RANGE 22W, OF THE 5TH P.M., STORY COUNTY, IOWA.
ACQUIRED FROM MAXWELL FARMS, INC.

EXISTING R.O.W. 0.06 ACRES NEW R.O.W. 0.02 ACRES TOTAL R.O.W. 0.08 ACRES

The East 12.00 feet of the West 45.00 feet of the North 75.00 feet of the South 625.00 feet in the SW $\frac{1}{4}$, SW $\frac{1}{4}$ of Section 9, Township 82 North, Range 22 West of the 5th P.M., Story County, Iowa. Easement contains 0.08 acres of which 0.06 acres is existing R.O.W.



DATE DRAWN 2/24/2022

Iowa Department of Transportation SECONDARY ROADS BUDGET

County: Story County
Fiscal Year: 2023
Version: Original

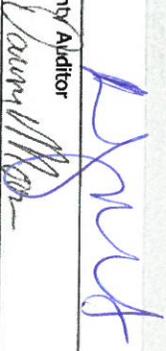
COUNTY CERTIFICATION

This Secondary Road Budget was adopted by the Board of Supervisors on

4.5.22
Date

ATTESTED

County Auditor



Date

4.5.22

County Engineer



Date

3-29-22

Chairperson, Board of Supervisors

Date

4.5.22

IOWA DOT BUDGET APPROVALS

Recommended Approval:

OLS Reviewer

Date

Approval:

Director of Local Systems

Date

SECONDARY ROADS BUDGET

	Actual Receipts Prior Years		Estimated Receipts		
	2nd Prior FY 2020	1st Prior FY 2021	Current FY 2022	Next FY 2023	
1. County Auditor's Beginning Balance	\$4,596,465.70	\$5,038,826.97	\$5,650,533.96	\$5,650,743.96	
Receipts from Property Tax Levies	2,038,995 Dollars on all taxable property in county except on property within cities and towns. (Max. \$3,00375) 0,125,993 Dollars on all taxable property in the county. (Max. \$0,16875)	\$2,965,000.00	\$3,270,000.00	\$3,485,000.00	
2A. Local Option Sales Tax	\$0.00	\$0.00	\$0.00	\$0.00	
3. Regular Road Use Tax Received	(Doesn't include transfer of local R.U.T. to FM account for const. on FM routes)	\$3,977,590.85	\$4,476,335.37	\$3,912,416.00	\$3,951,540.00
3b. Amount for 306.4(a3)	(Senate File 451 - FM Ext. In City <=500)	\$35,681.94	\$41,545.90	\$37,730.00	\$40,940.00
3c. Time 21		\$510,029.47	\$640,723.49	\$509,784.00	\$515,340.00
4. RISE Funds	\$0.00	\$0.00	\$0.00	\$0.00	
5. FA Bridge Replacement Funds	\$0.00	\$0.00	\$0.00	\$0.00	
5a. SWAP Bridge Replacement Funds	\$0.00	\$791,933.96	\$0.00	\$0.00	
6. Proposed transfer of FM funds to Local Secondary Fund.(Section 309.10)	\$0.00	\$0.00	\$0.00	\$0.00	
7. Tax Refunds (-) and/or Credits (+).(Section 309.10 - Code of Iowa)	\$45,524.86	\$25,738.74	\$0.00	\$0.00	
8. Miscellaneous Receipts	Drainage District Services	\$56,053.83		\$40,000.00	\$40,000.00
	Fuel Tax Refund			\$26,560.00	\$25,000.00
Donators, sale of used materials, Special Assessments, etc Itemized for 2023	Insurance/Damage Payments	\$46,387.15	\$4,943.92	\$20,000.00	\$20,000.00
	licensesAndPermits	\$42,093.80	\$30,670.00	\$25,000.00	\$25,000.00
	Local Govt Payments	\$13,189.13		\$15,000.00	\$15,000.00
9. Total Miscellaneous Receipts	\$97,357.55	\$97,203.58	\$236,680.00	\$18,500.00	
	\$255,081.46	\$132,817.50	\$363,240.00	\$143,500.00	
10. TOTAL RECEIPTS	\$12,160,374.28	\$14,112,921.93	\$13,743,703.96	\$13,787,063.96	
11. Road Use Tax Funds or other local funds not transferred to Secondary Roads to be transferred to FM fund for construction.	0	0	\$0.00	\$0.00	

SECONDARY ROADS BUDGET

	Actual Expenditures Prior Years		Estimated Expenditures	
	Prior 2 FY 2020	Prior 1 FY 2021	Current FY 2022	Next FY 2023
70X * Administration and Engineering				
700 Administration Expenditures	\$254,629.38	\$268,084.04	\$279,000.00	\$300,000.00
701 Engineering Expenditures	\$443,056.38	\$453,177.84	\$463,500.00	\$625,500.00
TOTAL ADMINISTRATION AND ENGINEERING	\$697,685.76	\$721,261.88	\$742,500.00	\$925,500.00
020 * Construction				
Adjusted Construction Program Expenditures (300) on FM and Local Sec. Roads <i>(With other than FY funds ---See Accomplishment Year projects)</i>	\$636,159.11	\$1,737,088.04	\$770,000.00	\$1,090,000.00
71X* Roadway Maintenance				
710 Bridges and Culverts (420, 430)	\$166,165.19	\$218,139.38	\$545,000.00	\$425,000.00
711 Roads (4250, 460, 480)	\$2,611,767.82	\$2,957,515.91	\$3,038,565.00	\$2,958,080.00
712 Snow and Ice Control (520)	\$418,249.46	\$419,345.07	\$451,595.00	\$474,920.00
713 Traffic Controls (590)	\$255,772.94	\$205,826.68	\$375,500.00	\$305,000.00
714 Road Clearing (490)	\$266,122.28	\$448,988.00	\$229,600.00	\$360,500.00
TOTAL ROADWAY MAINTENANCE	\$3,718,077.69	\$4,249,815.04	\$4,640,260.00	\$4,523,500.00
72X * General Roadway				
720 New Equipment (610)	\$773,760.69	\$418,453.88	\$401,000.00	\$515,000.00
721 Equipment Operations (620, 630, 650)	\$1,218,547.02	\$1,310,411.34	\$1,442,700.00	\$1,453,095.00
722 Tools, Materials and Supplies (655, 660, 670, 680, 690)	\$11,292.17	\$8,827.30	\$21,500.00	\$19,000.00
723 Real Estate and Buildings (800)	\$66,024.87	\$16,530.49	\$75,000.00	\$60,000.00
TOTAL GENERAL ROADWAY	\$2,069,624.75	\$1,754,223.01	\$1,940,200.00	\$2,047,095.00
TOTAL EXPENDITURES (70X + 020 + 71X + 72X)	\$7,121,547.31	\$8,462,387.97	\$8,092,960.00	\$8,586,095.00
County Auditor's balance at end of fiscal year	\$5,038,826.97	\$5,650,533.96	\$5,650,743.96	\$5,200,968.96
TOTAL (Must equal receipts) [Does not include transfer of Road Use Tax to FM Fund]	\$12,160,374.28	\$14,112,921.93	\$13,743,703.96	\$13,787,063.96

**STORY COUNTY SHERIFF
SERVICE AGREEMENT
22-03**

The following agreement is intended to be the sole and only agreement between the parties and supersedes all other agreements. All terms and conditions are in their customary usage and any additional definitions of terms or conditions are stated in this agreement.

Definitions:

The Agreement is this five-page agreement identified by the numerical designation and any and all attachments reference.

Story County Sheriff, hereinafter (the “Service Provider”) agrees to provide the services as listed in this agreement.

The Sigma Alpha Sorority, hereinafter (the “Contractor”) agrees to employ the Service Provider as set forth by the terms listed in this agreement.

The Parties, refers to the “Service Provider” and the “Contractor”.

Additional Terms, if none then state “none”:

None _____

Terms

Service Provider:
Story County Sheriff’s Office
1315 South “B” Avenue
Nevada, IA 50201
515-382-7457

Contractor Address:
Sigma Alpha Sorority
3101 NSRIC
1029 N University Blvd
Ames, Iowa 50011-3611
319-572-8738

I Description of Services

The Service Provider shall provide the services of law enforcement during the times and days specified at the location(s) indicated. These services include, but are not limited to, armed deputies in marked patrol vehicles and dispatch services including 911 emergencies. Specific instructions for services shall be included in division II for “Additional Services”. This agreement should be considered as in addition to the law enforcement responsibilities of the Story County Sheriff for geographic area of Story County. However, this agreement shall not supplant or subordinate the law enforcement and public safety duties and responsibilities of the Story County Sheriff’s Office and this agreement shall at all times remain subordinate to the duties, responsibilities and discretion of the Sheriff, his deputies, agents and employees under all circumstances.

II Additional Services

List the specific additional services requested by the Contractor. Include any specific instructions to the Service Provider from the Contractor which are to be made a part of this agreement. (Refer to attachments here and staple attachments to back.)

III Times and location(s)

The Contractor requires the services of the Service Provider at the following location: (For more than one location list in section C and make attachments as necessary.)

Location: Prairie Moon Winery
3801 W 190th St
Ames, Iowa 50014
Time: 1830 – 2200hrs

A. If the services is to continue for an indefinite period complete this section only.

State date of service: _____
Day Month Year

B. If the service is to be for a single date complete this section only.

Date of service: **8th** **April** **2022**
Day Month Year

C. If the service is for more than one date or is to continue on different dates at different locations use the chart below.

Start date of service: _____
Day Month Year

Chart

Days

Times

Monday	_____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.
Tuesday	_____	_____ a.m. to _____ a.m. and _____ p.m. to _____ a.m.
Wednesday	_____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.
Thursday	_____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.
Friday	_____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.
Saturday	_____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.
Sunday	_____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.

Additional Locations:

Address:
City/rural:

(If necessary attach additional descriptions)

IV Duration of Agreement

This agreement shall be in effect for the period(s) stated in section III. For continuing agreements, it shall remain in effect until terminated in accordance with the section VII of this agreement.

V Fees

The Contractor agrees to pay:

Sixty-five dollars (\$65.00) per hour for a minimum of two (2) hours for the Story County Sheriff, and each Story County Deputy Sheriff, Senior Reserve Deputy, Dispatcher, Detention Officer, Diver (dive team members are required to work in a team of four) and civilian employees.

Thirty-two dollars and 50 cents (\$32.50) per hours for a minimum of two (2) hours/for each Story County Sheriff's Reserve (Reserves are required to work in pairs unless authorized by the Sheriff or designee).

VI Payment

Contractor agrees to pay for ___ one time/or multiple event in advance; or pay as **XX** invoiced by the Story County Sheriff. (Check which payment)

VII Changes or Termination during the Agreement

The parties recognize that the business of law enforcement and private interest may change. The Contractor understands that public protection or economic demands may require the Service Provider to focus resources in other areas. The Service Provider recognizes that private business may develop other needs or demands. This understanding is to ensure both parties have the ability to amend or terminate the agreement before the expiration date. The parties may amend the agreement only in writing signed by both the Contractor and the Service Provider. Termination of the agreement shall be written notice. An agreement for single or multiple events where payment has been made in advance requires ___ days notice for a full refund. All other agreements require thirty (30) days notice. During the thirty-day period the parties agree to perform their respective obligations unless otherwise agreed in writing. The foregoing requirements for amendment or termination shall not apply when, in the sole discretion of the Sheriff, his deputies, agents and employees; the duties and responsibilities of the Sheriff's Office to protect and promote public safety and law enforcement require that the resources and personnel for the Sheriff's Office be redirected away from Contractor's event or venue to respond to emergency or urgent calls for assistance by any person or entity other than the Contractor. In the event that personnel or resources of the Sheriff's Office are redirected to respond to an emergency or urgent call away from Contractor's venue, or if circumstances require additional resources/personnel to maintain order and safety at the venue covered by this agreement, the parties will later endeavor to negotiate a fair and reasonable accommodation which may include but is not necessarily limited to refund of any prepaid services not delivered by the Service Provider, or additional payment from the contractor.

VIII Confidentiality

It is necessary that the Contractor understand when contracting with a public entity that The contract is public information and will be produced when requested as required by law. The Contractor should be mindful of the public's right to know.

IX Liability

The Parties shall maintain insurance during this agreement. Each party will be Responsible for their respective acts. The Service Provider, its employees or Agents shall not be responsible for any special, incidental or consequential Damages to the Contractor while acting in performance of this agreement.

X Acts of God and Acts of Others

The Service Provider is not responsible in the event of a natural disasters, or acts of civil unrest, or acts of Contractors employees, agents or third persons which prevent Service Provider from performing as expected or originally intended under this agreement.

XI Hazards

Contractor shall have a duty to inform the Service Provider of any known hazards, either natural or manmade, which may pose a danger to an employee or agent of the Service Provider, that exist upon or appurtenant to any property owned or leased by the Contractor. This shall be a continuing duty for the Contractor.

XII Inconsistent Terms

The Contractor by this agreement has attempted to reduce the chance for misunderstanding by the inclusion of all terms. The Contractor and the Service Provider agree to resolve any dispute in a manner using common English usage of the term(s) in dispute.

XIII Representative

The Contractor designates Ashley Lohmann as their representative and contact for this agreement with the following address and phone numbers listed below. The Service Provider requires twenty-four (24 hr(s) contact information from the Contractor and agrees to supply the same twenty-four (24 hr(s) contact to the Contractor.

Service Provider Representative

Contractor Representative

Sgt. Elizabeth Quinn
515-382-7473

Ashley Lohmann

Address:

Story County Sheriff
1315 South "B" Avenue
Nevada, IA 50201
515-382-7457
gbackous@storycountyiowa.gov

Sigma Alpha Sorority
3101 NSRIC
1029 N University Drive
Ames, Iowa 50011-3611
319-572-8738
alohmann@iastate.edu

Billing Address:

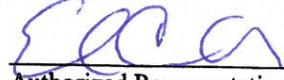
Contact Person: Same as above.
Contractor Billing Address: Same as above

Make payment payable to: **Story County Treasurer**

Mail Payments to: **Story County Sheriff's Office
1315 South "B" Avenue
Nevada, IA 50201**

Service Agreement Signatures

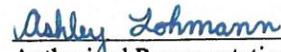
Service Provider


Authorized Representative

Sergeant, Support Services
Title

3/29/2022
Date

Contractor

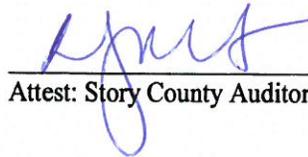

Authorized Representative

Sigma Alpha Formal Co-chair
Title

3/29/2022
Date

The Service Provider representative has the authority to enter this agreement as authorized by the Story County Board of Supervisors. The date of this agreement by the Board of Supervisors is 4/5/22


Board of Supervisors


Attest: Story County Auditor

(Staple attachments to back)

Provider Agreement

THIS AGREEMENT is entered into by and between Story County, an Iowa Municipal Corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as "County" and Ames Monument and Cremation Center, hereinafter referred to as "Provider", whose mailing address and telephone number is 717 East Lincoln Way, Ames, IA 50010 telephone 515-233-3449.

1. PURPOSE AND INTENT. The purpose of this agreement is for the Provider to provide transportation of decedents at the request of the Story County Medical Examiner (or his/her designee) for the purposes of Medical Examiner jurisdiction port-mortem examination. Most cases will be directed to the IOSME in Ankeny, Iowa; a smaller number of cases will be directed to Mary Greeley Medical Center in Ames, Iowa. Anticipated volume is approximately twenty-five (25) to thirty (30) transports per calendar year. This is a non-exclusive agreement, meaning that in unforeseen circumstances other providers may transport decedents.
2. FEES, EXPENSES & COMPENSATION. Provider has agreed to charge \$675.00 per transport for 1st year with an increase of \$50.00 per call in second year. All invoices must specify the invoice total and time period covered and detail the specific work performed or expenses occurred per this Agreement. Provider agrees that the specified fee shall be Provider's sole compensation for professional services and work performed because of this Agreement. Provider understands that the County reserves the right to request additional specific information is assessing the accuracy of claim information.
3. INDEPENDENT CONTRACTOR. It is understood that the Provider is an independent professional contractor and that Provider will not in any event be considered as or hold itself out to be an employee or agent of the County. It is further agreed that at no time will the Provider or the work efforts of the Provider be under the supervision or control of the county, although Provider agrees to comply with all reasonable requests and regulations applicable to any other business invitee of the County. It is also agreed that Provider, as an independent contractor, is not restricted to working exclusively for the County during the term of the Agreement.
4. INSURANCE AND TAXES. Provider is responsible for Workers Compensation, Disability, Unemployment, Automobile Insurance, and any other insurance required by the State of Iowa and will provide certificates of insurance to the County on an annual basis. Provider is also responsible for payment of State and Federal taxes, and any other applicable tax. Provider is not eligible for any benefits the County may provide for its employees.
5. CONFIDENTIALITY. Provider agrees to comply fully with confidentiality in compliance with all laws and regulations regarding protected health information.
6. TERM AND TERMINATION OF AGREEMENT. This agreement is effective on the 16th day of April, 2022, for a period of four (4) years. The County may terminate this agreement immediately upon provider's refusal to, or inability to perform under the Agreement or Provider's breach of this Agreement. Either party may terminate this agreement for any reason, without cause, by giving ninety (90) days written notice to the other party.
7. ACCESS TO BOOKS AND RECORDS. Unless otherwise required by applicable laws, Provider shall allow the County to access to all books and records for purposes of auditing or reviewing

Provider's claims, upon request by the County. Provider's failure to provide access under this section shall constitute a material breach of the Agreement.

8. REQUIREMENTS. Provider hereby agrees to perform all duties in accordance with all State and Federal laws and regulations. This provision includes, but is not limited to Iowa Code Section 144.32. Provider assures that no person shall on the grounds of race, color, national origin, or sex, as provided in Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this agreement by the Provider.

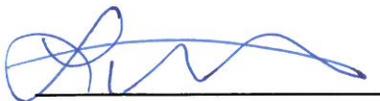
In addition, Provider

- a. Must be a licensed funeral director, medical examiner or emergency medical service per Iowa Code section 144.32.
 - b. Must abide by all applicable provisions for body transportation.
 - c. Business address must be within Story County, Iowa.
 - d. Must be available to provide the service 24 hours a day, seven days a week.
 - e. Must be at site no less than one (1) hour from time of request for transport.
 - f. If unable to provide transport, must arrange for transport by another person qualified to transport decedents per Code Section 144.32.
 - g. Must provide body bag for each decedent transported.
9. EXTENSION. If mutually agreeable to County and Provider, this Agreement may be extended. Such extension will be documented by written amendment, duly executed by both parties.
10. ASSIGNMENT. Neither party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the party hereto.
11. APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL. This agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree that all questions, pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa. The parties hereby waive the removal of any issue hereunder to the federal courts.

This Agreement and reference attachments constitute the entire agreement of the parties hereto and supersedes any prior agreement between the parties.

Story County, Iowa

Ames Monument and Cremation Center



Latifah Faisal, Board Chair



Randy Jessen



Scott Huffman

Date 4.5.22

Date 03/30/22

Date 03-30-2022



County Outreach and Special Projects Manager
Story County, Iowa
Administration Building
900 6th Street, Nevada, Iowa 50201

Ph. 515-382-7247 Email: jharter@storycountyiowa.gov
www.storycountyiowa.gov

APPROVED
DENIED
Board Member Initials: [Signature]
Meeting Date: 4/5/22
Follow-up action: _____

MEMORANDUM

TO: Story County Board of Supervisors
CC: Lisa Markley – Assistant Auditor
Sandra King – Director of External Operations and County Services
Alissa Wignall – Director of Internal Operations and Human Resources
FROM: Leanne Lawrie Harter, AICP CFM
RE: American Rescue Plan Act (ARPA) Preliminary Eligibility
Determinations – Internal and External Applications – Consideration of
Revisions
DATE: January 20, 2022 Memo revised on March 31, 2022

Story County was allocated around \$18.9 million in total funding from the American Rescue Plan Act (ARPA). Funds must be obligated by the end of 2024 and spent by the end of 2026. Story County received 50% of the funds in 2021 and anticipate receipt of the other half in 2022. This timeline is set by the Federal government.

The Story County Board of Supervisors invited communities, organizations, and external partners to submit proposals for funding consideration with applications due mid-October. Thirty-seven applications were received in response. In addition, applications were submitted by internal applicants for potential use of the funds. During several public worksessions, the Board of Supervisors discussed eligibility of the proposed projects in accordance with the United States Treasury interim guidelines, and after release of the final guidelines, confirmed compliance with those requirements as well.

On Tuesday, December 21, 2021, the Board of Supervisors acted to formally identify internal and external projects deemed ineligible. In addition, formal notice of withdrawal from Minerva Valley for their proposal was received by staff on December 21, 2021.

The table beginning on the following pages identifies those projects (and proposed funding amounts) that have been deemed eligible by the Board of Supervisors based on the final guidelines from the U.S. Treasury. Staff recommends the Board of Supervisors formally decide the eligibility of these specific applications, and direct staff to notify recipients and begin the process for contract development, if applicable.



County Outreach and Special Projects Manager
 Story County, Iowa
 Ph. 515-382-7247 Email: lharter@storycountyiowa.gov
www.storycountyiowa.gov

Application Number	Project Name	Applicant	Amount
A	Hickory Grove Wastewater System	Conservation	\$535,000
B	Edge of Field Nutrient Removal Practices	Conservation	\$40,000
G	Permanent Front Counter Barriers	Facilities Management	\$152,500
H	Justice Center HVAC Replacement Phases 2 & 3	Facilities Management	\$1,347,000
I	Human Services Center HVAC equipment replacement	Facilities Management	\$468,000
J	Covid Testing Equipment for Story County Jail	Sheriff's Office	\$20,000
L	Vaccine and Testing Procedure for Story County Employees ON HOLD – DETERMINED BY THE BOS AT THE JANUARY 25, 2022 MEETING	Human Resources/Board of Supervisors	\$607,400
N	Recorder backscanning	Recorder's Office	\$61,645 \$125,000
O	Streambank Stabilization- South Skunk River	Conservation	\$50,000
P	Digitization of BOS Minutes	Auditor's Office	\$15,000
INTERNAL TOTAL			\$2,689,145
Revised Amount Reflects that Application "L" on Hold and the Amount Allocated for Application "N"			\$2,752,500
1	Pay for Childcare Workers	The Whistle Stop Childcare Center and Preschool	\$250,000
2	Project Uplift	City of Nevada	\$120,000
3	Re-Building Great Futures for Story County Kids	Boys and Girls Clubs of Story County	\$275,000
5	Collins Water Infrastructure Project	City of Collins	\$340,000



County Outreach and Special Projects Manager

Story County, Iowa

Ph. 515-382-7247 Email: lharter@storycountyiowa.gov

www.storycountyiowa.gov

Application Number	Project Name	Applicant	Amount
6	Collins Wastewater System Revitalization Project	City of Collins	\$277,500
7	Collins Economic Relief Program	City of Collins	\$54,400
9	Promote Nutritional Security in ESC	Nevada Food at First	\$45,650
10	Storm Sewer Extension to north sections of Cambridge	City of Cambridge	\$250,000
12	Good Neighbor Emergency Assistance, Inc., - Navigator Position	Good Neighbor Emergency Assistance, Inc.	\$104,857
13	YSS Story County ARPA Youth Rapid Rehousing Program	Youth and Shelter Services (DBA YSS)	\$1,100,000
15	Story City ARPA Projects	City of Story City	\$302,500
16	Story County Childcare Coalition	United Way of Story County	\$521,300
17	Reimagining What's Next for Story County: Emergency Food and 2-1-1 Supports	United Way of Story County	\$182,610
18	City of Huxley Water Treatment Plant Expansion and Well Field	City of Huxley	\$500,000
20	Wastewater Treatment Facility	City of Slater	\$500,000
21	Cultivating Careers	Project IOWA	\$100,000
22	Story County Crime Victim Housing and Stabilization	Assault Care Center Extending Shelter and Support	\$552,900
24	City of Zearing Water Main Improvements (Engineering)	City of Zearing	\$134,330
25	Home and Community Based Services (HCBS) DETERMINATION MADE THAT COULD NOT BE FUNDED BY STORY COUNTY	Mainstream Living, Inc.	\$385,000



County Outreach and Special Projects Manager
 Story County, Iowa
 Ph. 515-382-7247 Email: lharter@storycountyiowa.gov
www.storycountyiowa.gov

Application Number	Project Name	Applicant	Amount
26	PHC Dental Clinic Support & Medical Clinic Office Renovation	Primary Health Care	\$525,094
27	New Affordable Housing Subdivision	Colo Development Group	\$249,780
29	Finding Hope and a Home (Purchase and Rehabilitation of 8-Plex Structure) ON HOLD – DETERMINED BY THE BOS AT THE JANUARY 25, 2022 MEETING	The Bridge Home	\$855,000
30	913 and 915 Duff Avenue Studio Apartments (Ames)	Home Allies, Inc.	\$68,200
31	City of Roland Storm Sewer Upgrades and Water Main Looping	City of Roland	\$1,000,000
32	Story County Housing and Direct Care Program	Story County Housing Trust	\$470,000
EXTERNAL TOTAL			
Revised Amount Reflects that Application “25” which has been determined the County cannot fund and the Amount Allocated for Application “29” which is on hold at this time.			\$9,164,121 <u>\$7,924,121</u>
<i>Workforce Retraining – Ames Chamber Foundation (Approved by the BOS on August 10, 2021)</i>			\$610,450
<i>Broadband Match (Approved by the BOS on July 20, 2021) Remove \$4,000 for Minerva Valley</i>			\$34,000 \$30,000
<i>Administrative Costs (Proposed)</i>			\$500,000
TOTAL			\$12,897,716 <u>\$11,817,071</u>

AIA[®] Document B105[™] – 2017

Standard Short Form of Agreement Between Owner and Architect

AGREEMENT made as of the 16th day of March in the year 2022
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Story County Board of Supervisors
900 Sixth Street
Nevada, IA 50201

and the Architect:
(Name, legal status, address and other information)

Roseland, Mackey, Harris Architects, PC
1615 Golden Aspen Drive, Suite 110
Ames, IA 50010

for the following Project:
(Name, location and detailed description)

Installation of Permanent Front Counter Shields

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect's services include the following consulting services, if any:

None

During the Design Phase, the Architect shall review the Owner's scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner's approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner's representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect's authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105-2017, those modifications shall not affect the Architect's services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER'S RESPONSIBILITIES

The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner's information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS

Drawings, specifications and other documents prepared by the Architect are the Architect's Instruments of Service, and are for the Owner's use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect's Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner's use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT

In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner's failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days' written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 5 MISCELLANEOUS PROVISIONS

This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105-2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT

The Architect's Compensation shall be:

Design Phase	
▪ Architect	\$4,500
Construction Document Phase	
▪ Architect	\$6,800
Design Services Total	\$11,300
Bidding Services	
▪ Architect	\$ 750
Construction Services	
▪ Architect	\$3,800
Const Admin Services Total	\$4,550

The Owner shall pay the Architect an initial payment of zero dollars (\$ 0.00) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus zero percent (0 %).

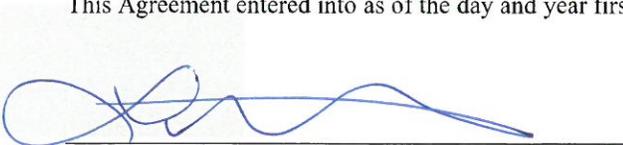
Payments are due and payable upon receipt of the Architect's monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of one and one half percent (1.5 %), or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors' requests for substitutions of materials or systems; providing services necessitated by the Contractor's failure to perform; and the extension of the Architect's Article 1 services beyond twenty-four (24) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS

(Insert descriptions of other services and modifications to the terms of this Agreement.)

This Agreement entered into as of the day and year first written above


OWNER (Signature)

Latifah Taisal, Chair, StoryCo Board of Supervisors
(Printed name and title)


ARCHITECT (Signature)

Jeffrey S Harris, Principal
(Printed name, title, and license number, if required)

STORY COUNTY, IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION #22-67

SETTING DATE AND TIME FOR PUBLIC HEARING
FOR APRIL 26, 2022

FOR FIRST CONSIDERATION OF ORDINANCE NO. 303
AN ORDINANCE ESTABLISHING VOTING PRECINCTS IN STORY COUNTY
IN RESPONSE TO THE FEDERAL DECENNIAL CENSUS
IN ACCORDANCE WITH CHAPTER 49, *CODE OF IOWA*,
AND WITH CHANGES AS IMPOSED BY THE STATE OF IOWA,
AND ESTABLISHING AN EFFECTIVE DATE

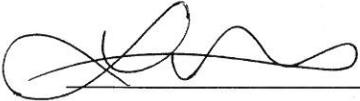
WHEREAS, the *Code of Iowa* §49.7 requires the Board of Supervisors to make any necessary changes in precincts as soon as possible after the redistricting of congressional and legislative districts becomes law; and

WHEREAS, the boundaries of precincts shall be definitively fixed by ordinance, and a public hearing shall be held before final action is taken to adopt changes in the precinct boundaries in accordance with §49.4 and Chapter 21 of the *Code of Iowa*.

NOW THEREFORE BE IT HEREBY RESOLVED that a public hearing and consideration of proposed Ordinance No. 303 will be held on the 26th day of April, 2022, at the Story County Administration Building, Nevada, Iowa, at 10:00 a.m.

IT IS FURTHER RESOLVED that a summary of the proposed ordinance shall be published prior to first consideration and copies made available in the office of the County Auditor at the time of publication.

DATED THIS 5th DAY OF APRIL, 2022.



Chairperson, Board of Supervisors



Attest: County Auditor

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

ALLOWED BY VOTE OF BOARD

Yea 3 Nay 0 Absent 0


CHAIRPERSON

Above tabulation made by 

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

(Contracted Services)

* Pulled NOT APPROVED

Under the provision of Section 3401 of the Internal Revenue Code of 1954, an employer must withhold income tax from all remuneration actually or constructively paid to an employee. This agreement covers professional services provided by James Kruse as an Independent contractor. James Kruse assumes all responsibility for payroll taxes and required FOAB contributions.

In general, an Individual who is subject to the control and direction of another only as to the results of their work, and not as the means by which It is accomplished in an Independent contractor and is not an employee.

AGREEMENT

NAME OF CONTRACTOR James E. Kruse

MAILING ADDRESS 783 NE 5th St. #203

BUSINESS PHONE NO. Cell - 515 203 - 7069 Desk Josme - 513-725-1927

1. DESCRIPTION OF SERVICES: Act as a county MEI For story county at times mutually agreed upon As they come up. Will not be a usual county MEI.

2. DATE (S): until further notice.

3. TIME (S): until further notice effective 4/5/22

4. LOCATION: Story county IA.

5. PROFESSIONAL FEES: Standard story county fee. approved county rate @ \$250.00 per investigation plus mileage

6. SPECIAL CONDITIONS: will be covered for Mileage plus professional Fee and be covered should in injury occur, the family try to contact my actions (presence on scene, etc. coverage in the form of Health or legal coverage should these occur.

CERTIFICATION

I certify that I have read the above statement regarding the requirements of the IRS for an "independent contractor" and I assume the responsibility for payroll and FOAB contributions. I agree to the conditions stated above for services provided by myself to Story County.

Signature James E. Kruse Date 3/31/22

Approved by _____ Date _____

W-9 completed Yes



City Hall | 1209 6th Street | Nevada, IA 50201-0530
p. (515) 382-5466 | f. (515) 382-4502

Administration Building
Attn: County Supervisors
900 Sixth Street
Nevada, Iowa

Dear County Supervisors,

The Nevada Foundation will be hosting the first annual Pizza Pie Looza event in downtown Nevada on Saturday, May 14th which takes place from 2-10pm. The Pizza Pie Looza group has asked for main street to be closed from I to N avenue starting closures at 9am and opening back up after the concert concludes. There will be two music areas; the main stage located on City Hall property and the second stage either at J and 6th or if allowed, at the County Administration parking lot. The second stage or smaller one will start the concert at 2pm and will pack up for the main event (City Hall) at 6pm.

The Pizza Pie Looza group asks to be able to use the County Administration parking lot for the Pizza Pie Looza event.

Respectfully,

Jordan Cook

Cc: Mayor Brett Barker

APPROVED **DENIED**
Board Member Initials: *JC*

Meeting Date: _____

Follow-up action: City of Nevada to provide proof of liability ins. that includes County property to be utilized

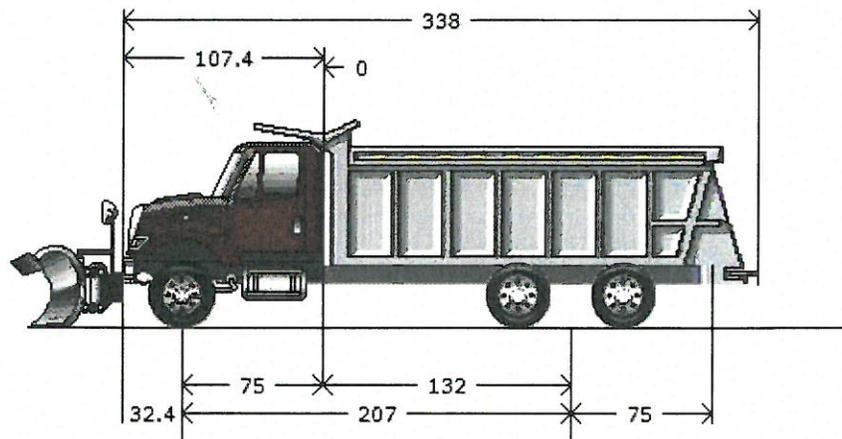
Prepared For:
 STORY COUNTY
 Darrin Moon
 837 N Ave.
 Nevada, IA 50201-1411
 (641)382 - 7355
 Reference ID: N/A

Presented By:
 O'HALLORAN INTERNATIONAL
 Shane Broderick
 3311 ADVENTURELAND DRIVE
 ALTOONA IA 50009 -
 (515)967-3300

CHARLIE,
 THE FOLLOWING QUOTATION IS FOR A TANDEM AXLE PLOW TRUCK USING THE NATIONAL SOURCEWELL PROGRAM DISCOUNT THAT THE IOWA DOT HAS BEEN USING THE LAST FEW YEARS FOR THEIR PLOW TRUCK PURCHASES. THE NUMBER BELOW INCLUDES 5 YEAR/200,000 MILE EXTENDED ENGINE AND AFTERTREATMENT COVERAGE AS WELL AS 5 YEAR EXTENDED ALLISON EXTENDED WARRANTY.

\$124,140.00 2024 INTERNATIONAL HV507 370HP MOTOR AND 4000 ALLISON TRANSMISSION
 \$156,650.00 BODY AND PLOW EQUIPMENT FROM HAWKEYE TRUCK EQUIPMENT PER QUOTE #24492

 \$280,790.00



Model Profile
2024 HV507 SFA (HV507)

AXLE CONFIG: 6X4
APPLICATION: Front Plow and Wing with Spreader
MISSION: Requested GVWR: 66000. Calc. GVWR: 60000. Calc. GCWR: 80000
DIMENSION: Wheelbase: 207.00, CA: 132.00, Axle to Frame: 75.00
ENGINE, DIESEL: {Cummins L9 370} EPA 2021, 370HP @ 2100 RPM, 1250 lb-ft Torque @ 1200 RPM, 2100 RPM Governed Speed, 370 Peak HP (Max)
TRANSMISSION, AUTOMATIC: {Allison 4000 RDS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor, On/Off Highway
CLUTCH: Omit Item (Clutch & Control)
AXLE, FRONT NON-DRIVING: {Meritor MFS-20-133A} Wide Track, I-Beam Type, 20,000-lb Capacity
AXLE, REAR, TANDEM: {Meritor MT-40-14X-4DCR-P} Single Reduction, 40,000-lb Capacity, with Lube Oil Pump, .433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends Gear Ratio: 5.29
CAB: Conventional, Day Cab
TIRE, FRONT: (2) 425/65R22.5 Load Range L HAC 3 (CONTINENTAL), 465 rev/mile, 68 MPH, All-Position
TIRE, REAR: (8) 11R22.5 Load Range H HDR2+ (CONTINENTAL), 491 rev/mile, 75 MPH, Drive
SUSPENSION, REAR, AIR, TANDEM: {Hendrickson HAS-402-55} 40,000-lb Capacity, 55" Axle Spacing, 9.5" Ride Height, with Shock Absorbers, Mounted Inboard

Recommended for approval by:

Darren Moon 3-29-22

Darren R. Moon, P.E. Date

Approved by:

[Signature] 4.5.22

Board of Supervisors Date

Proposal: 18115-01

Blue Choice	Coverage	Percentage of Premiums paid by employer	Monthly Employee Contribution	Monthly Employer Contribution	Total Premium
\$1,000 Deductible	Single	99% Employer Paid	\$7.84	\$776.77	\$784.61
\$1,000 Deductible	Family	90% Employer Paid	\$193.84	\$1,744.62	\$1,938.46

Delta Dental – monthly premiums

Single \$35

Family \$110

Avesis Vision – monthly premiums

Employee \$14.54

Employee/Spouse \$28.28

Employee/Children \$30.86

Family \$39.82

The Flexible Benefit will remain at \$145.30 per month.

Sincerely,

Alissa Wignall

Alissa Wignall

Direct of Internal Operations and Human Resources

Current Insurance Premium - 2021-2022		
Carrier	Wellmark BCBS	Wellmark BCBS
Network	Alliance Select	Blue Choice
Plan	\$1,000	\$1,000
Single	\$855.55	\$784.61
Family	\$2,115.81	\$1,938.46
Monthly Total	\$190,791.94	\$145,430.43
Annual Total	\$2,289,503.28	\$1,745,165.16
Estimated Insurance Expense	\$4,034,668.44	

Recommended Insurance Premium - 2022-2023		
Carrier	Wellmark BCBS	Wellmark BCBS
Network	Alliance Select	Blue Choice
Plan	\$1,000	\$1,000
Single	\$855.55	\$784.61
Family	\$2,115.81	\$1,938.46
Monthly Total	\$190,791.94	\$145,430.43
Annual Total	\$2,289,503.28	\$1,745,165.16
Estimated Insurance Expense	\$4,034,668.44	

Self-Insured Renewal Rates - Estimated Suggested Rates - 2022-2023		
Carrier	Wellmark BCBS	Wellmark BCBS
Network	Alliance Select	Blue Choice
Plan	\$1,000	\$1,000
Single	\$752.23	\$698.48
Family	\$1,880.58	\$1,746.20
Monthly Total	\$169,252.12	\$130,615.76
Annual Total	\$2,031,025.44	\$1,567,389.12
Estimated Insurance Expense	\$3,598,414.56	

Self-Insured Renewal Rates - Estimated Maximum Rates - 2022-2023		
Carrier	Wellmark BCBS	Wellmark BCBS
Network	Alliance Select	Blue Choice
Plan	\$1,000	\$1,000
Single	\$906.66	\$839.47
Family	\$2,266.65	\$2,098.68
Monthly Total	\$203,998.50	\$156,981.17
Annual Total	\$2,447,982.00	\$1,883,774.04
Estimated Insurance Expense	\$4,331,756.04	

NOTE: Based on the current enrolled population, estimated Wellmark fees and reinsurance expense for the 2022-2023 plan year. Recommended funding provides an estimated \$3,370,000 above fixed expenses to pay claim expenses.

This is a general description of coverage. It is not a statement of contract. Actual coverage is subject to terms and conditions specified in the Benefits Certificate you will receive after you enroll and the enrollment regulations in force when the certificate becomes effective. Certain exclusions and limitations apply.





Delta Dental of Iowa

Summary of Covered Services and Benefits: Alternate 5

Story County Group # 35356

Deductibles, Maximums & Eligibility	Delta Dental Premier [®]
- Individual Deductible	\$25
- Family Deductible	\$75
- Deductible applies to Check-Ups and Teeth Cleaning?	No
- Benefit Period Maximum	\$1,500
- Eligible children to age	26
- Full-time (unmarried) students eligible to age	99
- Does individual Deductible apply to Orthodontics?	No
- Orthodontic lifetime maximum	\$2,000
- Orthodontics: Eligible children to age	19
- Orthodontics: Full-time students eligible to age	19
- Adult Orthodontics	No
Benefits	
Diagnostic and Preventive Services (Check-Ups and Teeth Cleaning)	100%
- Dental Cleaning	
- Oral Evaluations	
- Fluoride Applications	
- X-Rays	
- Sealant Applications	
- Space Maintainers	
Routine and Restorative Services	80%
(Cavity Repair and Tooth Extractions)	
- Emergency Treatment	
- General Anesthesia/Sedation	
- Restoration of Decayed or Fractured Teeth	
- Limited Occlusal Adjustments	
- Routine Oral Surgery	50%
- Consultations	
- Posterior Composites w/ Alternate Processing	
Root Canals (Endodontic Services)	50%
- Apicoectomy	
- Direct Pulp Cap	
- Pulpotomy	
- Retrograde Fillings	
- Root Canal Therapy	
Gum and Bone Diseases (Periodontal Services)	50%
- Conservative Procedures (Non-surgical)	
- Complex Procedures (Surgical)	
- Periodontal Maintenance Therapy	
High Cost Restorations (Cast Restorations)	50%
- Cast Restorations	
- Crowns	
- Inlays	
- Onlays	
- Post and Cores	
- Recementing Crowns/Inlays/Onlays	
Dentures and Bridges (Prosthetic Services)	50%
- Bridges	
- Dentures	
- Repairs and Adjustments	
- Recementing of Bridges	
- Implants	
Straighter Teeth (Orthodontics)	50%
Additional Options	
- Enhanced Benefits Program	Included
- Annual Maximum Carryover - To Go SM	Included

This dental plan includes the Enhanced Benefits Program (EBP) which allows additional benefits for Covered Person(s) with designated dental or medical conditions.

This dental plan includes the Annual Maximum Carryover - To GoSM for carryover of unused Benefit Period Maximum to the next benefit contract year.

This is a general description of coverage. It is not a statement of your contract. Actual coverage is subject to terms and conditions specified in the benefits document itself and enrollment regulations in force when the benefits become effective. Certain exclusions and limitations apply. Please refer to your dental benefits document for details.



Financial Exhibit :

Alternate 5

Story County
Group # 35356

Changes on the Summary of Covered Services and Benefits exhibit are shown in red; all other benefits remain the same.

Employer Contribution **Complete this Section***

Single _____ ER Contribution*

Family _____ Number of benefit Eligible Employees* _____

Plan Costs Rates guaranteed from 07/01/2022 through 06/30/2023

	<u>Single</u>	<u>Family</u>	<u>Annual Expense</u>
Contracts	75	96	
Self-insured incurred claim estimates	\$31.03	\$100.16	\$143,315
Self-insured Administrative Fees - Weekly Settlement		PEPM	
Administrative Fee		\$6.67	
Broker Fee		\$2.68	
Total Administrative Fee		\$9.35	
Recommended Rates (Includes Admin	\$35.19	\$113.57	\$162,501

This proposal assumes the use of electronic enrollment, plan documents, and monthly online billing.

Please sign below and return to Delta Dental of Iowa at fax # 888-337-5157

*Please update employer contribution and number of benefit eligible employees above and sign below.

Signature _____

Date _____



Story County

Group ID: 60790-1509
Effective Date: 07/01/2022
Plan ID: 050130DZ-L7

VISION CARE SERVICES	IN-NETWORK MEMBER COST	OUT-OF-NETWORK REIMBURSEMENT
Vision Examination (includes Refraction)	Covered in full after \$10 copay	Up to \$35
MATERIALS*	\$20 copay (Materials copay applies to frame or spectacle lenses, if applicable.)	
Frame Allowance (Up to 20% discount above frame allowance.)	Members receive a \$50 wholesale allowance up to \$150 retail value	Up to \$45
Standard Spectacle Lenses		
Single Vision	Covered in full after \$20 copay	Up to \$25
Bifocal	Covered in full after \$20 copay	Up to \$40
Trifocal	Covered in full after \$20 copay	Up to \$50
Lenticular	Covered in full after \$20 copay	Up to \$80
Preferred Pricing Options		
Level 7 Lens Option Package		
Polycarbonate (Single Vision/Multi-Focal)	Covered in Full	Up to \$10
Standard Scratch-Resistant Coating	Covered in Full	Up to \$5
Ultra-Violet Screening	Covered in Full	Up to \$6
Solid or Gradient Tint	Covered in Full	Up to \$4
Standard Anti-Reflective Coating	Covered in Full	Up to \$24
Level 1 Progressives	Covered in Full	Up to \$40
Level 2 Progressives	Covered in Full	Up to \$48
All Other Progressives	\$140 allowance + up to 20% discount	Up to \$48
Transitions® (Single Vision/Multi-Focal)	\$70/\$80	N/A
Polarized	\$75	N/A
PGX/PBX	\$40	N/A
Other Lens Options	Up to 20% Discount	N/A
Contact Lenses † (in lieu of frame and spectacle lenses)		
Elective (10% discount on amount exceeding allowance)	\$130 allowance	Up to \$110
Medically Necessary	Covered in full	Up to \$250
Refractive Laser Surgery	Onetime/lifetime \$150 allowance Provider discount up to 25%	Onetime/lifetime \$150 allowance
PLAN DETAILS		
Contribution	Voluntary	
Frequency		Rates
Eye Exam	Once every 12 month	EO \$14.55
Lenses	Once every 12 month	ES \$28.28
Frame	Once every 24 month	EC \$30.86
Contact Lenses	Once every 12 month	EF \$39.82

RELIABLE & DEPENDABLE

Avisis is a national leader in providing exceptional vision care benefits for millions of commercial members throughout the country.

The Avisis vision care products give our members an easy-to-use wellness benefit that provides excellent value.

Policies and rates are guaranteed for 2 years.

Underwritten by: Fidelity Security Life Insurance Company, Kansas City, MO

Policy #: VC-16, Form M-9059

EO = Employee Only
 E1 = Employee + One
 ES = Employee + Spouse
 EC = Employee + Child(ren)
 EF = Employee + FAM

How can we help you?

Avisis Website:

www.avisis.com

Customer Center:

833-282-2441

7:00 a.m. to 8:00 p.m. EST

LASIK Provider:

877-712-2010

Discounts are not insured benefits.

*At participating Walmart/Sam's locations, retail pricing for your plan is \$68. At participating Costco locations, retail pricing is \$54.99.

†Prior Authorization is required for medically necessary contacts.



Lens Options Packages - Value & Savings

Story County

What would be covered?

Covered Option	Count of Options Claims	Amount Submitted	Lens Package		
			L3	L5	L7
Polycarbonate for All	46	\$ 2,033	✓	✓	✓
Standard Scratch-Resistant	6	\$ 140	✓	✓	✓
Solid or Gradient Tint	15	\$ 1,138	✓	✓	✓
Standard Anti-Reflective	51	\$ 4,888	✓	✓	✓
Ultra-Violet Screening	7	\$ 69	✓	✓	✓
Level 1 Progressive Lenses	16	\$ 1,401		✓	✓
Level 2 Progressive Lenses	25	\$ 5,826			✓

SUMMARY

Providers submitted 166 claims.

Retail value of lens upgrades = \$15,495 .

With lens packages new, lower member out of pocket

Avēsis has several different lens packages with options that include:					
Lens Options	Average Retail Price	L3	L5	L7	
Polycarbonate for All	\$65	\$0	\$0	\$0	
Standard Scratch-Resistant	\$38	\$0	\$0	\$0	
Solid or Gradient Tint	\$35	\$0	\$0	\$0	
Standard Anti-Reflective	\$106	\$0	\$0	\$0	
Ultra-Violet Screening	\$24	\$0	\$0	\$0	
Level 1 Progressives or Level 2 Progressives	\$150-\$230	\$75-\$110	\$110	\$0	
MEMBER'S OUT-OF-POCKET COST	\$418-\$498				

A Member saves up to **\$268** with **L3** package.

A Member saves up to **\$418** with **L5** package.

A Member saves up to **\$498** with **L7** package.

Options that are not included in your lens package above can be purchased for Avēsis preferred pricing below:

Transitions® (Single Focus/Multi-Focal)	\$70/\$80
Polarized	\$75
PGX/PBX	\$40

- All options can include Transitions® lenses with a \$40 copay.
- All packages include youth polycarbonate lenses, covered in full up to age 19.



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

Road Department
Quarterly Board Report
4-05-2022

Maintenance Work Update:

We had a below average number of snow events this winter which helped save money on overtime, salt, fuel, and equipment wear and tear. We were able to accomplish quite a bit of tree and brush cutting in the road right-of-way between snow storms. So far our gravel roads have held up to the spring thaw and there are very few locations with frost boils. We plan to start our contract rock hauling in the next week or two if the rain stops. This will cover much of the southwest portion of Story County.

Construction Project Updates:

11 projects planned in 2022:

	<u>Cost</u>	<u>Status</u>
R38 Asphalt Overlay	\$ 2,400,000 - Fed. Aid	Let Jan-22
S27 Asphalt Overlay	\$ 1,100,000 - FM	Let Jan-22
Sherman 12 Bridge	\$ 290,000 - FM	Let Jan-22
Collins 7 Box	\$ 100,000 - FM	Let Feb-22
Indian Creek 11 Box	\$ 80,000 - FM	Let Feb-22
Washington 24 Bridge	\$ 140,000	Let Feb-22
Lafayette 5 Bridge	\$ 90,000	Let Feb-22
Union 28 Box	\$ 110,000	Let Feb-22
Lincoln 20 Bridge	\$ 110,000	Let Feb-22
Lincoln 35 Bridge	\$ 110,000	Let Feb-22
Nevada 24 Bridge Deck	\$ 65,000	Let Mar-22

Construction Project Design:

- 220th St. (13th St.) paving: Our RISE grant application to help fund the paving of the first mile of 220th St. east of 580th was approved but our right-of-way negotiations for the project have been put on hold so the paving project will not take place in 2022.
- We are working on plans for the E57 overlay project for next year. This project runs through Kelley so we are working with them to bring some sidewalk crossings up to ADA standards which is now required by the DOT.

E-57 Culvert:

- We discovered a culvert under the E-57 pavement near Hwy 69 that is need of replacement. Since it is a deep culvert, we are looking at the possibility of using the boring contractor that the DOT is using for the Hwy 69 project. It would also be best to complete our project while the DOT has E-57 closed. This would be an unbudgeted expense but we can use some of our fund balance.

Contract Maintenance Projects:

- Contract Rock Hauling, southwest ¼ of the county should start in April: \$650,000
- Asphalt crack sealing, E63, E29, North Dakota: \$160,000
- Bridge deck patching, S27 south and Cameron School Road: \$105,000
- Pavement markings: \$100,000
- Country Club culvert liner: \$60,000

FY22 Budget Amendment:

We may need to amend our DOT budget this spring to account for some unexpected bridge and culvert repairs. There is also a list in our last quarterly report of other unplanned FY22 expenses. We may also have to add some for the E57 culvert boring and the 280th St. Skunk River Bridge repair. It will also depend on if our \$160,000 crack sealing work is done before or after July 1st. We have reduced our rock hauling some to make up the difference so our overall FY22 expenses should still be close to our original budget amount.

Road Use Tax/Bond Funds:

We could have around \$750,000 in unspent bond money that we are planning to use on some of our other 2022 local construction projects if the 220th St. paving project does not move forward. This will allow us to complete more bridge replacement/repair projects in the next couple of years.

New Federal Transportation Bill:

Infrastructure Investment and Jobs Act – IIJA

Iowa could see around a 30% increase in funding and some new direct grant programs but most have high minimums, \$2.5 mil for bridges and \$25 mil for roads

Funding generally goes to states and then the states decide how much goes to counties. The Iowa DOT hopes to formulate a funding distribution plan by July. It is sounding like counties may end up seeing around a 10% increase in funding which may be less than the recent construction cost inflation. CIRTPA is estimating a 4% increase in STP funds. This will also impact SWAP since the DOT will not be able to absorb all of the new federal aid money. This will require us to come up with the 20% matching funds again.

Nevada Sewer Project:

Nevada is moving forward with a new sewer alignment that would move the line out on to private property which will alleviate my concerns about the constructability issues in the S14 right-of-way. We will still work with the city to issue road crossing permits for South S Ave. and 270th St. We are allowing two day road closures for these road crossings and detours will be posted.

DOT Construction:

- We were recently notified of a construction project that will replace a number of box culverts on Hwy 65 this summer. It will require multiple closures of Hwy 65 north of Hwy 30 and detour routes will be in place.
- The DOT also plans to complete intersection improvements at Hwy 69 and E57 in 2022 due to high accident counts. E-57 will be closed for one to two months with an estimated start date in May.

Tandem Dump Truck Quote:

- The cost of heavy equipment is increasing at a higher rate than inflation. We budgeted \$240,000 in FY23 for a tandem truck. The latest quote came in at \$280,000 and we might not get the truck until FY24 if we order it now.

Job Openings:

- We still have an Engineering Technician position open to fill our vacancy.
- One of our Crew Leaders, Jim Hovick, resigned this week after 27 years with Story County. We have the Crew Leader position currently posted until April 20th.

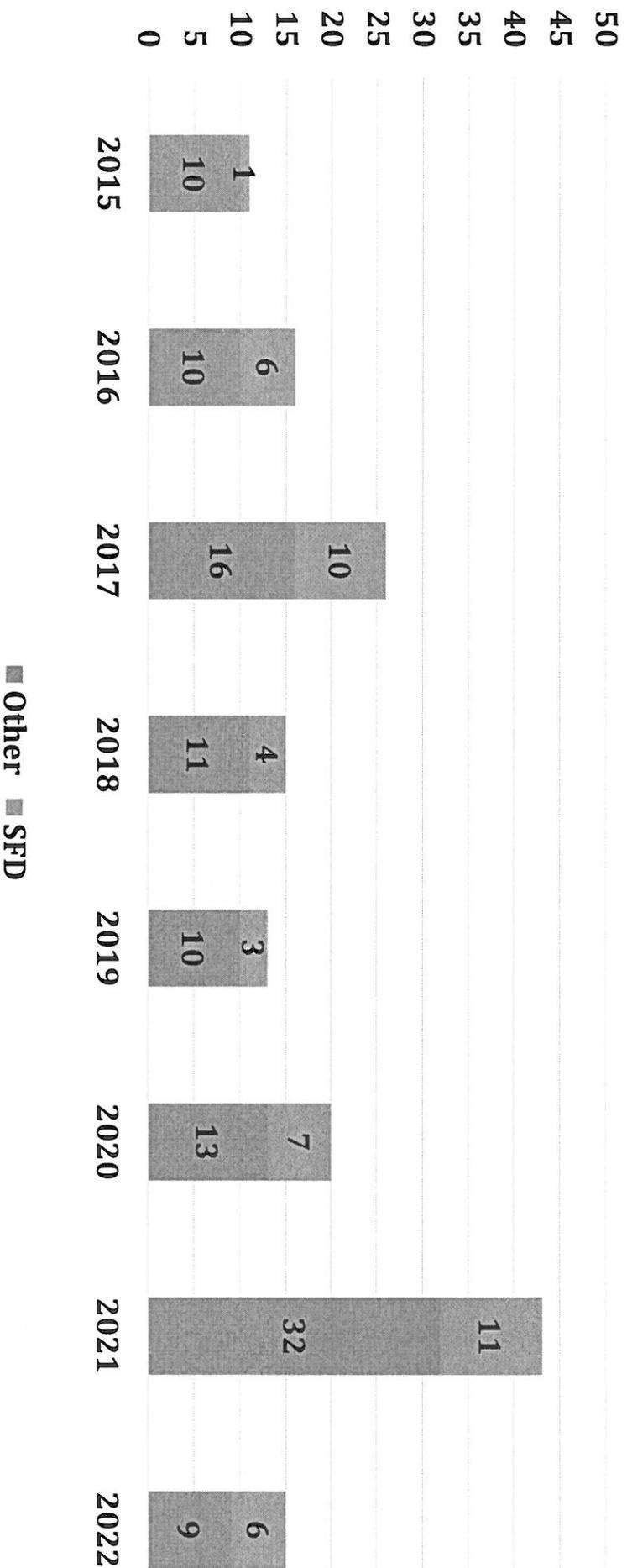


Board of Supervisors

**Planning and Development Department
Quarterly Report—First Quarter 2022**

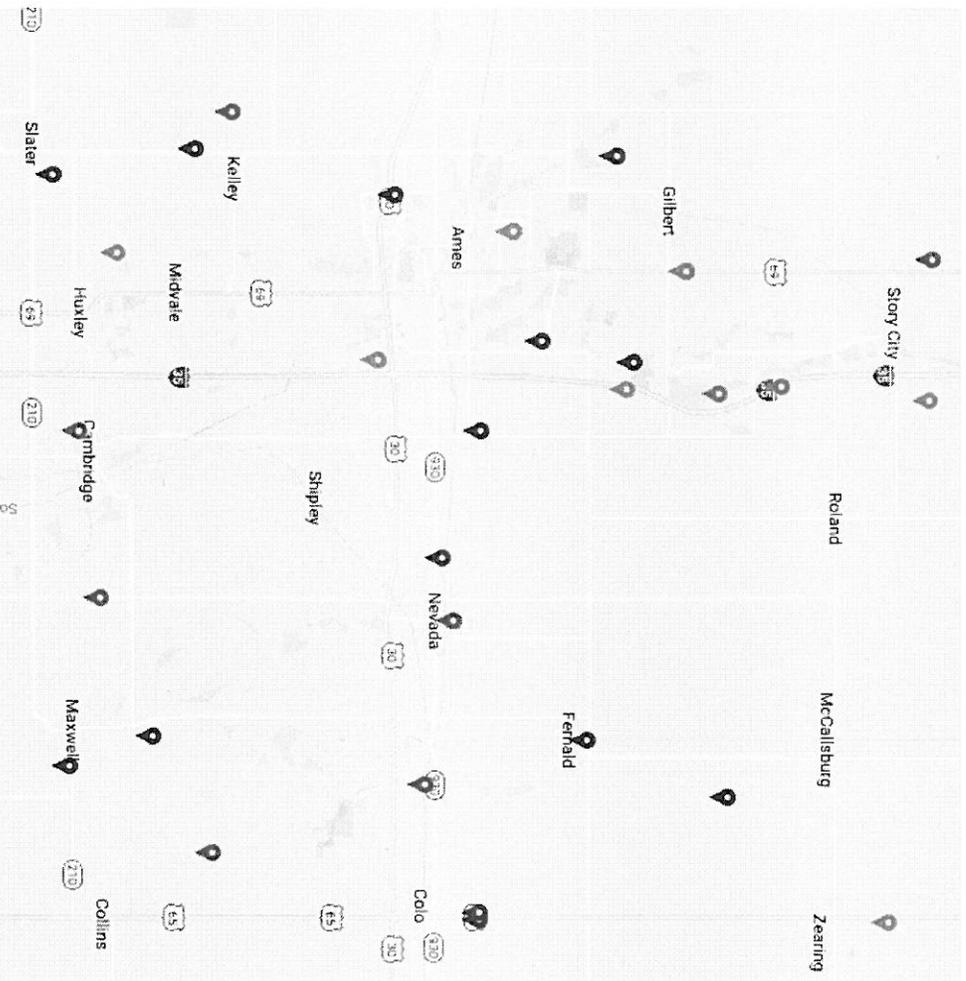
Tuesday, April 5, 2022

First Quarter Preliminary Zoning Permits Compared



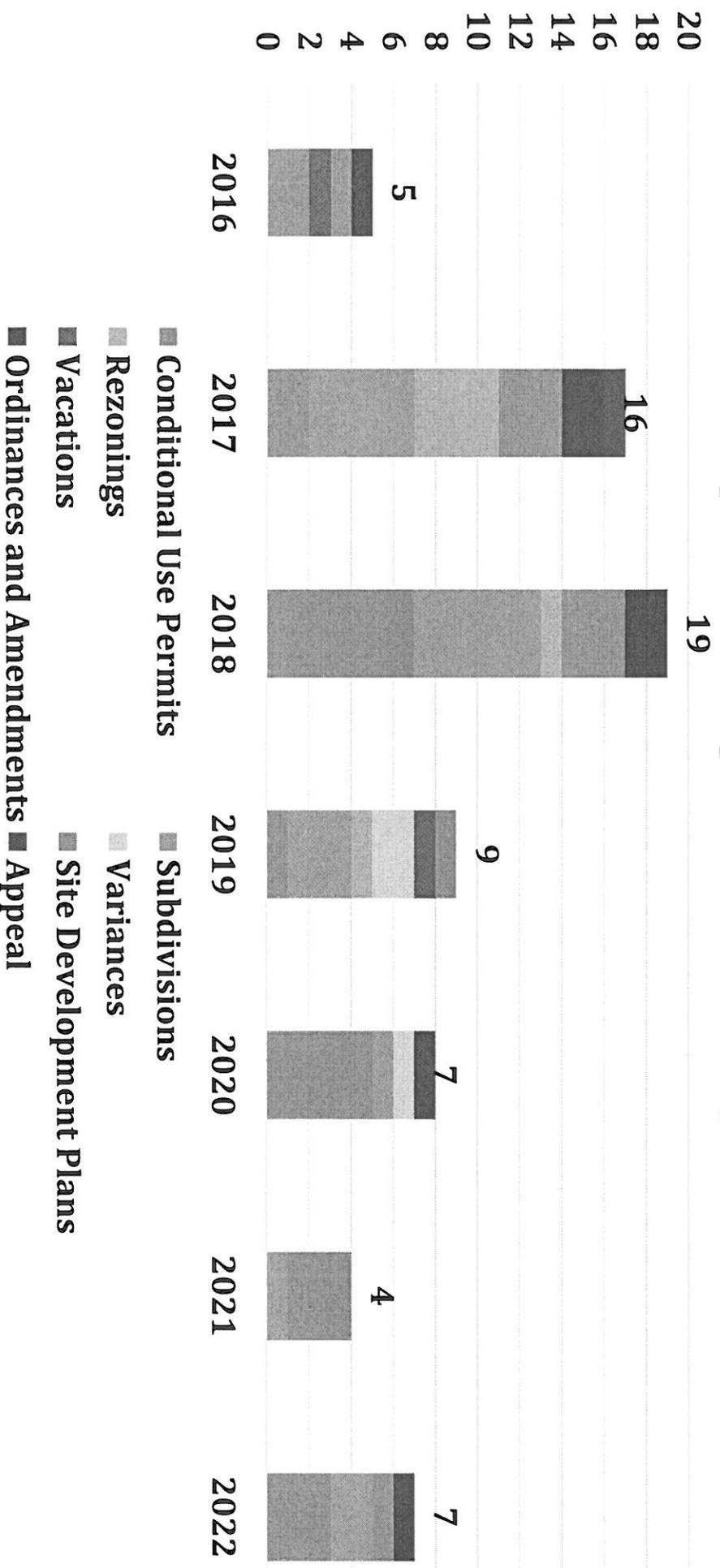
- Four of the “other” permits were for solar arrays, three were for sheds/accessory structures, one was a dwelling addition, one was a fence
- Average value of new dwellings for first quarter 2022 was \$293,127.80—increase from past average in the mid-\$200,000s. First quarter last year average was approximately \$302k.

Map of First Quarter 2021 Permits



- 📍 Floodplain Development Non-Structural Permit
- 📍 Property Research
- 📍 Wall Sign
- 📍 911 Permit
- 📍 Floodplain Development Structural Permit
- 📍 All Others
- 📍 Conditional Use Permit Modification
- 📍 Residential

Completed Development Case--First Quarter



Other First Quarter Activities Compared

