

The Board of Supervisors met on 5/24/22 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 storycountyiowa.gov)

ADOPTION OF AGENDA: Faisal stated no minutes for consideration this week. Heddens moved, Murken seconded adopting the agenda with noted exception. Motion carried unanimously (MCU) on a roll call vote.

PUBLIC COMMENT #1: Michelle Cassabaum, Nevada Economic Development Committee and Jordan Cook, Manager, City of Nevada, both extended an invitation to a Board member to join their Board. Cassabaum asked about the process. Murken stated to send a written request.

MINUTES: 5/10/22 Minutes and 5/17/22 Minutes – to be considered at a future meeting.

PERSONNEL ACTIONS: 1) new hire, effective 5/25/22, in a) Auditor's Office for Heather Nunnikhoven @ \$15.00/hr; 2) pay adjustment, effective 5/22/22, in a) Recorder's Office for Samantha Baker @ \$18.27/hr; b) Treasurer's Office for Kasey Wirtz @ \$21.49/hr. Heddens moved, Murken seconded the approval of Personnel Actions with addition. Roll call vote. (MCU)

CLAIMS: 5/26/22 Claims of \$ 2,590,334.11 (run date 5/20/22, 41 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from Central Iowa Drug Task Force (\$1,857.32), BooSt School Ready (\$17,559.04), BooSt Early Childhood (\$8,312.94), Emergency Management (\$609.92), E911 (\$168.84), County Assessor (\$2,095.20), City Assessor (\$3,732.82); and Central Iowa Community Services (\$935,137.57). Murken moved, Heddens seconded the approval of Claims as submitted. Roll call vote. (MCU)
Heddens moved, Murken seconded the approval of Consent Agenda as listed.

1. FY23 Provider and Program Participation Agreement with ChildServe, effective 7/1/22-6/30/23: Child Care - Children (not to exceed 5,000.00) \$60.76/full day; Child Care - Infants (not to exceed \$5,000.00) \$60.59/full day
2. Contract for 2022 Pavement Markings with KAM Line Highway Marking, (PM-2022)
3. Contract for Highway Right of Way with Dennis W. Hokel and Joellyn Hokel for the purchase of temporary easement for \$466.49 (L-P15E--73-85)
4. FY23 Provider and Program Participation Agreement with Mary Greeley Medical Center (MGMC) Home Health Services, effective 7/1/22-6/30/23: Community Clinics (not to exceed \$112,000.00) \$99.00/clinic hour; In Home-Skilled Nursing (not to exceed \$81,900.00) \$285.00/visit; Homemaker/Home Health Aide (not to exceed \$129,200.00) \$36.60/hour; In-Home Hospice (not to exceed \$50,000.00) \$270.00/one day (24 hours)
5. Contract for Services between Sweney Group LLC and Story County for the PREA Audit during FY22/23 for approximately \$3,354.04
6. General Assistance Director Job Description (Grade 14)
7. Increasing the Planning Intern and Communication Intern rate of pay to \$15.00 per hour, effective 7/1/22
8. Network Technician Job Description (starting hourly rate of \$27.20)
9. Fiscal Agent Agreement between Story County and Central Iowa Community Services (CICS), effective 7/1/22-6/30/25, for \$1,200.00 per month plus expenses
10. Agreement between Treasurer's Office and Masters Touch for Mobile Home Tax Statements
11. Office Name Change for Story County Community Services to Story County General Assistance, effective no later than 7/1/22
12. Resolution #22-87, to Abate Taxes Assessed Against Said Mobile Home
13. Quarterly Report: Treasurer
14. Resolution #22-86 Adopting Documents Pertaining to Story County's Compliance with Title VI Provisions of the Civil Rights Act of 1964
15. Resolution #22-89, to Abate Taxes Against Said Mobile Homes due to court order
16. Resolution #22-85 Resolution of the Board of Supervisors of Story County, Iowa, Local Match Resolution #22-85 Hazard Mitigation Grant Program
17. Resolution #22-88 Approving the 28E Agreement for the Headwaters of the South Skunk River Watershed Management Authority Agreement
18. Letter of Support to build a Veterans Affairs Community-Based Outpatient Clinic (CBOC) in the vicinity of Ames, Iowa
19. FY23 Provider and Program Participation Agreement with Center for Creative Justice, effective 7/1/22-6/30/23: Probation Supervision (not to exceed \$35,935.00) \$73.01/client hour
20. FY23 Provider and Program Participation Agreement with University Community Childcare, effective 7/1/22-6/30/23: Child Care-Infants (not to exceed \$13,598.00) \$103.06/full day; Child Care-Children (not to exceed \$10,160.00) \$60.02/full day
21. Designation of Sheriff Fitzgerald as Alternate to the StoryComm Board (replacing current alternate Supervisor Faisal)
22. Road Closure Resolution: #22-43

Roll call vote. (MCU)

RESOLUTION #22-70, STENSLAND PARTNERSHIP SUBDIVISION: Marcus Amman, County Planner, reported on property location and ownership, current and future land use, relevant regulations, and the subdivision process. Staff recommends approval; Amman listed options. Discussion took place. Murken moved, Heddens seconded the approval of Resolution #22-70, Stensland Partnership Subdivision Plan. Roll call vote. (MCU)

STORY COUNTY'S PARTICIPATION AND SPONSORSHIP OF THE CITY OF AMES'S JUNETEENTH

CELEBRATION: Faisal reported on the event and public purpose. Discussion took place. Hedden moved, Murken seconded the approval of the County's participation and sponsorship of the City of Ames's Juneteenth Celebration and support the event with a sponsorship of \$1,000.00, and to provide an information table during the celebration. Roll call vote. (MCU). Faisal stated in discussions with Lisa Markley, Assistant Auditor, stated to formally state to use the general funds. Murken moved to use general funds, Heddens seconded. Roll call vote. (MCU)

CONSERVATION QUARTERLY REPORT: submitted written report.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE

SUPERVISORS: All Board members reported on upcoming meetings and events.

Heddens moved, Murken seconded to adjourn at 10:23 a.m. Roll call vote. (MCU)

Story County Board of Supervisors
Meeting Agenda
Administration Building
900 6th St., Nevada, IA
5/24/22

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. AGENCY REPORTS:
7. CONSIDERATION OF MINUTES:
 - I. 5/10/22 & 5/17/22 Minutes

Department Submitting Auditor
8. CONSIDERATION OF PERSONNEL ACTIONS:
 - I. Action Forms
 - 1) new hire, effective 5/25/22, in a) Auditor's Office for Heather Nunnikhoven @ \$15.00/hr; 2) pay adjustment, effective 5/22/22, in a)Recorder's Office for Samantha Baker @ \$18.27/hr; b) Treasurer's Office for Kasey Wirtz @ \$21.49/hr

Department Submitting HR
9. CONSIDERATION OF CLAIMS:

I. 5/26/22 Claims

Department Submitting Auditor

Documents:

CLAIMS 052622.PDF

10. CONSENT AGENDA:

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

I. Consideration Of FY23 Provider And Program Participation Agreement With ChildServe Effective 7/1/22-6/30/23

ChildServe - Child Care - Children (Not to exceed 5,000) \$60.76/1 Full Day; Child Care - Infants (Not to exceed \$5,000) \$60.59/1 Full Day

Department Submitting Board of Supervisors

Documents:

CHILDSERVE CONTRACT FY23.PDF

II. Consideration Of Contract For 2022 Pavement Markings With KAM Line Highway Marking, (PM-2022)

Department Submitting Engineer

Documents:

CTR PAVEMENT MARKINGS 2022.PDF

III. Consideration Of Contract For Highway Right Of Way With Dennis W. Hokel And Joellyn Hokel For The Purchase Of Temporary Easement For \$466.49 (L-P15E-73-85)

Department Submitting Engineer

Documents:

ROW CTR HOKEL.PDF

IV. Consideration Of FY23 Provider And Program Participation Agreement With MGMC Home Health Services Effective 7/1/22-6/30/23

MGMC Home Health Services-Community Clinics(Not to exceed \$112,000)\$99.00/1 Clinic Hour; In Home-Skilled Nursing(Not to exceed \$81,900)\$285.00/1 Visit; Homemaker/Home Health Aide(Not to exceed \$129,200)\$36.60/1 Hour; In-Home Hospice(Not to exceed \$50,000)\$270.00/1 Day (24 Hours)

Department Submitting Board of Supervisors

Documents:

MGMC HOME HEALTH SERVICES CONTRACT FY23.PDF

V. Consideration Of Contract For Services Between Sweney Group LLC And Story County For The PREA Audit During FY22/23 For Approximately \$3,354.04

Department Submitting Sheriff

Documents:

SWENEY CONTRACT.PDF

VI. Consideration Of General Assistance Director Job Description (Grade 14)

Department Submitting Human Resources

Documents:

GA DIRECTOR.PDF

VII. Consideration Of Increasing The Planning Intern And Communication Intern Rate Of Pay To \$15 Per Hour Effective July 1, 2022

Department Submitting Human Resources

Documents:

INTERN COMPENSATION.PDF

VIII. Consideration Of Network Technician Job Description (Start Hourly Rate Of \$27.20)

Department Submitting Human Resources

Documents:

NETWORK TECHNICIAN.PDF

IX. Consideration Of Fiscal Agent Agreement Between Story County And Central Iowa Community Services (CICS) Effective 7/1/22-6/30/25 For \$1200/Mo Plus Expenses

Department Submitting Auditor

Documents:

CICS FISCAL AGENT AGREEMENT.PDF

X. Consideration Of Agreement Between Treasurers Office And Masters Touch For Mobile Home Tax Statements

Department Submitting Treasurer's Office

Documents:

MASTER TOUCH.PDF

- XI. Consideration Of Office Name Change For Story County Community Services To Story County General Assistance Effective No Later Than 7/1/22

Department Submitting Community Services

Documents:

OFFICE NAME CHANGE.PDF

- XII. Consideration Of Resolution #22-87, To Abate Taxes Assessed Against Said Mobile Home

Department Submitting Treasurer's Office

Documents:

HOLDEN RES.PDF
HOLDEN.PDF

- XIII. Consideration Of Quarterly Report For The Following: Treasurer

Department Submitting Auditor

Documents:

TR QTR.PDF

- XIV. Consideration Of Resolution #22-86 Adopting Documents Pertaining To Story County's Compliance With Title VI Provisions Of The Civil Rights Act Of 1964

Department Submitting Human Resources

Documents:

TITLE VI.PDF

- XV. Consideration Of Resolution #22-89, To Abate Taxes Against Said Mobile Homes Due To Court Order

Department Submitting Treasurer's Office

Documents:

RES 22 89.PDF
RES 89.PDF

- XVI. Consideration Of Resolution #22-85 Resolution Of The Board Of Supervisors Of Story County, Iowa, Local Match Resolution #22-85 Hazard Mitigation Grant Program

Department Submitting Facilities Management

Documents:

RES ADMIN GEN FEMA.PDF

- XVII. Consideration Of Resolution #22-88 Approving The 28E Agreement For The Headwaters Of The South Skunk River Watershed Management Authority Agreement

Department Submitting Board of Supervisors

Documents:

RES 22 88.PDF

- XVIII. Consideration Of Letter Of Support To Build A VA Community-Based Outpatient Clinic (CBOC) In The Vicinity Of Ames, Iowa

Department Submitting Veterans Affairs

Documents:

LETTER OF SUPPORT.PDF

- XIX. Consideration Of FY23 Provider And Program Participation Agreement With Center For Creative Justice Effective 7/1/22-6/30/23

Center for Creative Justice - Probation Supervision (Not to exceed \$35,935) \$73.01/1 Client Hr

Department Submitting Board of Supervisors

Documents:

CENTERFORCREATIVEJUSTICE CONTRACT FY23.PDF

- XX. Consideration Of FY23 Provider And Program Participation Agreement With University Community Childcare Effective 7/1/22-6/30/23

University Community Childcare - Child Care-Infants (Not to exceed \$13,598) \$103.06/1 Full Day; Child Care-Children (Not to exceed \$10,160) \$60.02/1 Full Day

Department Submitting Board of Supervisors

Documents:

UCC CONTRACT FY23.PDF

- XXI. Consideration Of Designation Of Sheriff Fitzgerald As Alternate To StoryComm Board (Replacing Current Alternate Supervisor Faisal)

Department Submitting Board of Supervisors

Documents:

STORYCOMM BOARD ALTERNATE.PDF

XXII. Consideration Of Road Closure Resolution: #22-43

Department Submitting Engineer

Documents:

RC 22 43.PDF

11. PUBLIC HEARING ITEMS:

12. ADDITIONAL ITEMS:

I. Discussion And Consideration Of Resolution #22-70, Stensland Partnership Subdivision

Department Submitting Planning and Development

Documents:

ACKNOWLEDGMENT OF CONSENT AND DEDICATION.PDF
DRAINAGE EASEMENT.PDF
FINAL PLAT.PDF
HUXLEY RESOLUTION.PDF
RESOLUTION 22-70.PDF
STAFF REPORT.PDF
TITLE OPINION.PDF

II. Discussion And Consideration Of Story County's Participation And Sponsorship Of The City Of Ames' Juneteenth Celebration

Department Submitting Board of Supervisors

Documents:

JUNETEENTH MEMO.PDF

13. DEPARTMENTAL REPORTS:

I. Conservation Quarterly Report - (Submitted Report)

Department Submitting Auditor

Documents:

CONSERVATION QTR.PDF

14. OTHER REPORTS:

15. UPCOMING AGENDA ITEMS:

16. PUBLIC COMMENT #2:

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

Do So In the Future.

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

18. ADJOURNMENT:

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

Story County Board of Supervisors

Agenda

5/24/22

NAME

ADDRESS

Michelle Cassaban
Jordan Cook
Greg Pikkapp
Marius Amman
Amelia Schweneman

25870 County Club Rd.
803 Shagbark
Ames Chamber.
P:ID
P:ID

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared by Leanne Harter, Story County, 900 6th St., Nevada, Iowa 50201 515-382-7247

**RESOLUTION #22-85
RESOLUTION OF THE BOARD OF SUPERVISORS OF STORY COUNTY, IOWA,
LOCAL MATCH RESOLUTION #22-85 HAZARD MITIGATION GRANT PROGRAM**

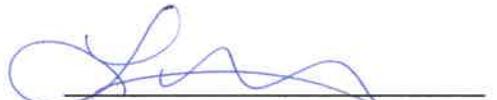
WHEREAS, Story County (hereinafter called "the Subgrantee"), County of Story, has made application through the Iowa Homeland Security and Emergency Management Division (HSEMD) to the Federal Emergency Management Agency (FEMA) for funding from the Hazard Mitigation Grant Program, in the amount of \$690,219 for the total project cost; and

WHEREAS, the Subgrantee recognizes the fact that this grant is based on a cost share basis with the federal share not exceeding 75%, the state share not exceeding 10% and the local share being a *minimum* of 15% of the total project cost. The *minimum* 15% local share can be either cash or in-kind match; and

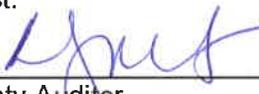
NOW THEREFORE BE IT RESOLVED, the Subgrantee agrees to provide and make available up to \$103,532.85 (One hundred-three thousand, five hundred thirty two dollars and eighty-five cents) of local monies to be used to meet the *minimum* 15% match requirement for this mitigation grant application.

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

Dated this 24th day of May 2022.


Chairperson, Board of Supervisors

Attest:

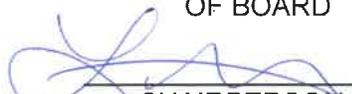

County Auditor

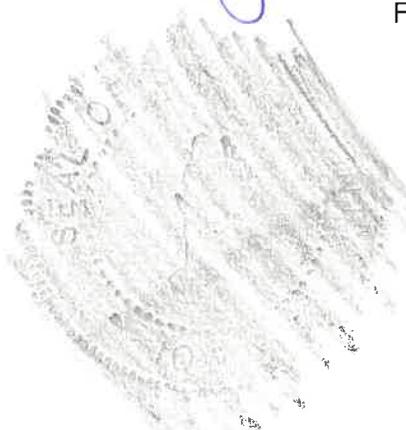
ROLL CALL
FOR ALLOWANCE

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

ALLOWED BY VOTE
OF BOARD

Yea 3 Nay 0 Absent 0


CHAIRPERSON Above tabulation made by 



I submit this form for inclusion with the HMGP Project Application.

Joby J. Brogden

Print Name of Authorized Representative

 5/31/22

Authorized Representative's Signature and Date

RECEIVED

MAY 13 2022

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2022 is by and between **Story County** and **ChildServe** (Provider).

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

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

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

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

SECTION 1

Definitions

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

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

SECTION 2

Duties of Provider

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

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

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

SECTION 3

Claims Submission and Payment

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

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

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

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

SECTION 4

Relationship Between the Parties

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

SECTION 5

Hold Harmless. Indemnification and Liability Insurance

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

Section 5.2 Story County Hold Harmless and Indemnification. Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

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

SECTION 6

Laws and Regulations

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

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

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

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

Section 6.5 Confidentiality of Records. Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with

information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

SECTION 7

Term and Termination

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

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

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

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

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

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

SECTION 8

Amendments

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

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

SECTION 9
Other Terms and Conditions

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

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

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

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

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

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

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

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

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

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

Attention: _____

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

COUNTY:

PROVIDER:

By:  _____

By: ChildServe  _____

Print Name: Lutfah Taisal

Print Name: Kate Reynolds

Print Title: Story County Board of Supervisors

Print Title: Ames Area Director

Date: 5.24.22

Date: 5.6.22

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2023

Service Description	Unit of Service	Rate
Child Care – Children Not to Exceed \$5,000	1 Full Day	\$60.76
Child Care – Infants Not to Exceed \$5,000	1 Full Day	60.59

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: 13-15-400-160
PROJECT No: L-P15E--73-85
ROAD No: (535th AVE.)

THIS AGREEMENT made and entered into this 12th day of May, A.D. 20 22 by and between

DENNIS W. HOKEL AND JOELLYN HOKEL

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.):

NONE

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

See attached graphical representation

1.b SELLER GRANTS to Buyer a temporary easement as shown on the Temporary Easement Plot attached as Page 3, and as shown on the project plans for said highway improvement. Said temporary easement shall terminate upon completion of this highway project.

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

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

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

	Payment Amount	Agreed Performance
\$	466.49	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	466.49	TOTAL LUMP SUM

BREAKDOWN:		ac.=acres	sq.ft.=square feet		
Land by Fee Title			ac./sq.ft.	\$	Buildings & Improvements
Underlying Fee Title			ac./sq.ft.	\$	Fence ___ rods woven
Permanent Easement			ac./sq.ft.	\$	Fence _____ rods barb
Temporary Easement		0.12	ac./sq.ft.	\$ 466.49	
Damages for:					\$

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 Dennis Hokel
X Joellyn Hokel

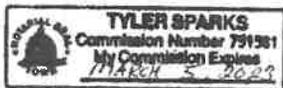
- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 3 pages.
- 6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such lien from said premises, and if necessary and proper, Sellers agree that any part of the sum owing to them under this contract may be paid to the holder of such lien for such release.
- 7. Buyer agrees that any drain tile that is located within the premises and is damaged by highway construction shall be repaired at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to the Seller. Buyer shall have the right of entry upon Sellers remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property of maintaining the same to restrain livestock.
- 8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
- 10. Seller states and warrants that, to the best of Seller's knowledge, there are no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except,
- 11. This Written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

Additional Right of Way Agreements:

SELLER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 12th day of May, 2022, before me, the undersigned, personally appeared Dennis Hokel and Joellyn Hokel

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

Darren Moon 5-12-22

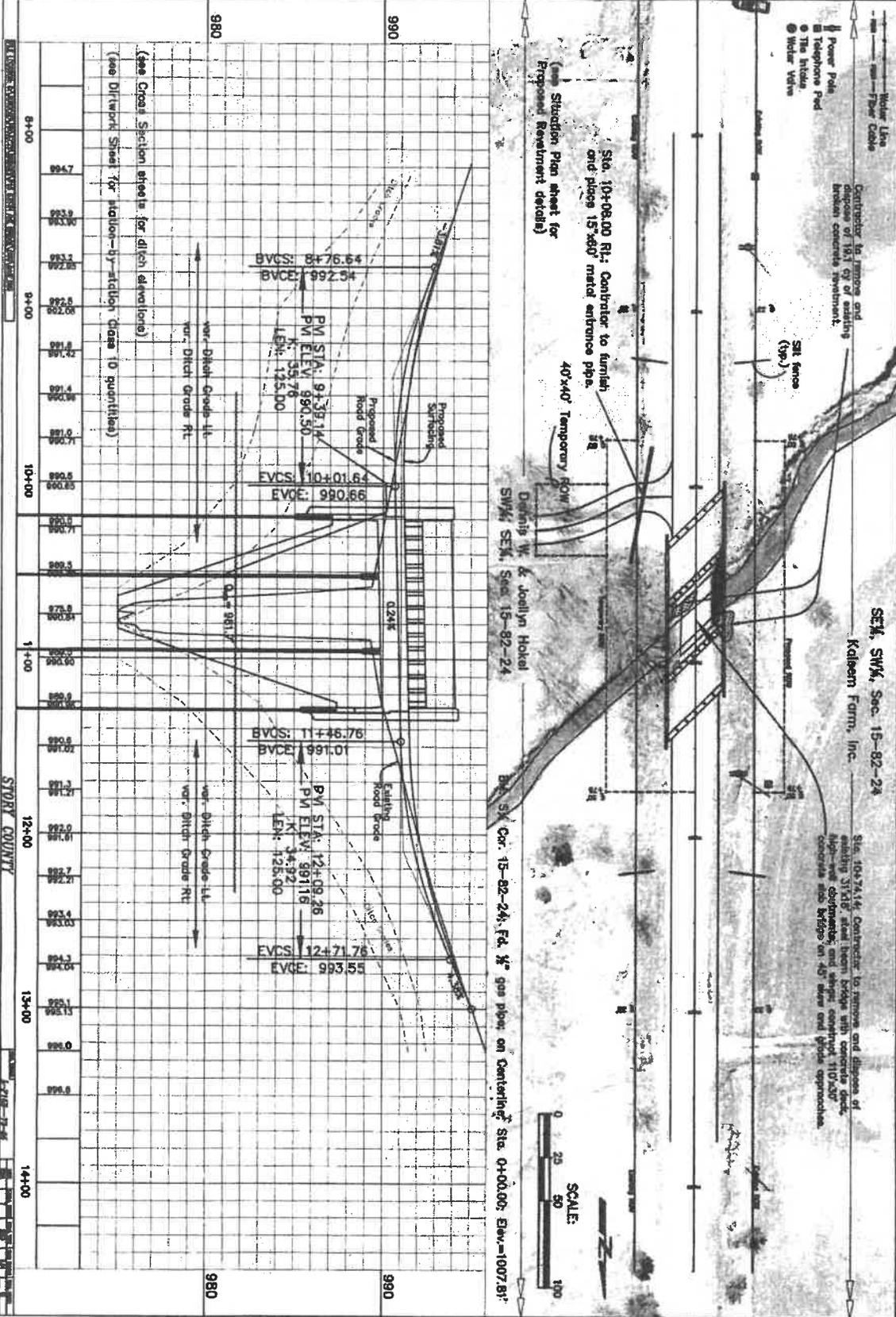
Recommended by: Darren Moon P.E., Story County Engineer (Date)

[Signature] 5-24-22

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

PLAN AND PROFILE SHEET

PROJ No. L-P15E-73-85



DATE: 10/15/85

STONEY COUNTY

1-7708-23-4

14+00

CONTRACT
STORY County – Pavement Markings
Project No. : PM-2022

THIS AGREEMENT made and entered by and between STORY County, Iowa, by its Board of Supervisors consisting of: Latifah Faisal, Linda Murken, and Lisa Heddens, Contracting Authority, and KAM Line Highway Markings, Gilbert, IA 50105, Contractor.

WITNESSETH: That the contractor, for and in consideration of Forty Seven Thousand Six Hundred Two Dollars and Twenty one Cents (\$47,602.21) payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefore, and in the locations designated in the notice to bidders, the various items of work as listed in the quantity and unit price tabulation.

Said plans, proposal, and specifications are hereby made a part of and the basis of this agreement, and a true copy of said plans, proposal, and specifications are now on file in the office of the County Engineer.

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

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. PM-2022 in STORY County, Iowa, the within contract, the general and detailed plans are and constitute the basis of the contract between the parties hereto.

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

Division No.	Work Days	Specified Starting Date	Approximate Starting Date	Late Start Date	Completion Date	Liquidated Damages Per Day
					6/15/2022	\$350.00

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon the parties hereto.

It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine and render judgment as to any controversy arising hereunder.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this, as of the 24th Day of May, 2022.

Story County, Iowa, Contracting Authority

By [Signature] _____ Date 5-24-22

County Board of Supervisors

KAM Line Highway Markings, Contractor

By Larry Meserbaud _____ Fed ID: 20-8613059

Recommended for Approval by:

[Signature] _____ Date 5-13-22

Story County Engineer

SCHEDULE OF PRICES -- CONTRACT

STORY County, Iowa -- PIA-2022

Type of work : Pavement Markings

Line No.	Item Code	Item	Quantity		Unit Price		Amount
001		SPRAY YELLOW PAINT, 6 LBS BEADS	8,321.32	STA	\$	2.89	\$ 24,048.61
002		SPRAY WHITE PAINT, 6 LBS BEADS	6738.27	STA	\$	2.89	\$ 19,473.60
003		RAILROAD SYMBOLS	18.00	EA	\$	80.00	\$ 1,280.00
004		STOP BARS	61.00	EA	\$	40.00	\$ 2,440.00
005		BICYCLE SYMBOLS	6.00	EA	\$	60.00	\$ 360.00
		TOTAL					\$ 47,602.21

This contract, and all sub-contracts that derive from it, requires compliance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation.

STANDARD SPECIFICATIONS OF THE IDOT, SERIES 2015, AND CURRENT SUPPLEMENTAL SPECIFICATIONS SHALL APPLY

RECEIVED

MAY 16 2022

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2022 is by and between **Story County** and **MGMC Home Health Services** (Provider).

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

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

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

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

**SECTION 1
Definitions**

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

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

**SECTION 2
Duties of Provider**

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

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

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

SECTION 3

Claims Submission and Payment

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

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

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

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

SECTION 4

Relationship Between the Parties

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

SECTION 5

Hold Harmless. Indemnification and Liability Insurance

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

Section 5.2 Story County Hold Harmless and Indemnification. Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

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

SECTION 6

Laws and Regulations

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

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

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

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

Section 6.5 Confidentiality of Records. Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with

information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

SECTION 7

Term and Termination

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

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

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

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

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

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

SECTION 8

Amendments

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

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

SECTION 9
Other Terms and Conditions

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

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

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

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

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

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

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

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

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

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

Mary Greeley Home Health Services
1114 Duff Ave
Ames, IA 50010

Attention: Leo White, Director

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

COUNTY:

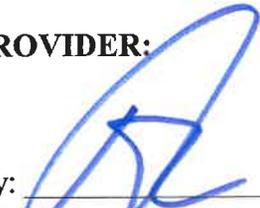
By: 

Print Name: Latifah Faisal

Print Title: Story County Board of Supervisors

Date: 5-24-22

PROVIDER:

By: 

Print Name: Cory Geffre

Print Title: Vice President

Date: 5-10-22

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2023

Service Description	Unit of Service	Rate
Community Clinics Not to Exceed \$112,000	1 Clinic Hour	\$99.00
In Home-Skilled Nursing Not to Exceed \$81,900	1 Visit	\$285.00
Homemaker/Home Health Aide Not to Exceed \$129,200	1 Hour	\$36.60
In-Home Hospice Not to Exceed \$50,000	1 Day (24 Hour)	\$270.00

CONTRACT FOR SERVICES BETWEEN Sweney Group LLC AND Story County Sheriff's Office

I. AUDITOR

A. Designated Auditor. The auditor may employ or partner with other auditors or staff. However, there shall be one designated Auditor who shall be the responsible auditor for purposes of this Contract and the PREA Auditing standards. The Auditor assigned to audit the Story County Jail will be Chris Sweney, Department of Justice Certified PREA Auditor.

B. Auditor Staff. In addition to the Auditor, only individuals authorized by the Auditor and the Agency may be present during the on-site portion of the audit to assist the auditor.

C. Auditor Expenses. In addition the Auditors fees set forth below, the Agency shall bear all reasonable fees and expenses the auditors incurs in the conduct of the audit.

D. Auditor Fees. The Auditor shall be compensated for the initial audit and any required corrective action process as follows:

1. **Story County Jail - \$3,000** includes all pre-audit documentation review and assessment, on-site audit, staff and inmate interviews, post audit corrective action and final report.
2. **Travel Cost – One night hotel \$100.00, Travel (Mileage 376 x .54) \$203.04, and per diem (One day(s) x \$46.00 = \$46.00)** Travel costs are approximate; the agency will be made aware of any significant increase in cost prior to the audit.
3. **Total Cost -- \$3,354.04**

E. Prohibition on Additional Compensation. The Auditor shall not accept any compensation for the conduct of the audit not set forth in this Contract.

F. Ex-Parte Communication. The Auditor shall be permitted to initiate and receive ex parte communication with the community stakeholders, the PREA Resource Center, the Department of Justice, inmates, detainees, and residents, and other interested parties.

G. Auditor Responsibility and Authority.

1. The Auditor shall have the responsibility and authority to independently observe, assess, review and report on the Agency's implementation and compliance with the National PREA Standards. In order to accurately assess compliance at the facility.
2. The Auditor shall: conduct an on-site inspection; observe programs and activities; interview pertinent administrators, professional staff, correctional staff, and Contractors; individually interview a sampling of inmates; review a sampling of videotapes from housing units; and conduct detailed reviews of inmate records and other pertinent documents and reports.
3. The Auditor shall spend a sufficient amount of time at the facility in order to accurately assess day-to-day operations and conditions.
4. The Auditor shall be responsible for independently verifying representation from the Agency regarding facility compliance.

CONTRACT FOR SERVICES BETWEEN Sweney Group LLC AND Story County Sheriff's Office

H. Auditing Schedule. The Auditor shall provide the Agency with a tentative schedule of activities during any on-site visits at least five days prior to arrival at the facility.

I. Public Statements. Except as required or authorized by the PREA auditing standards; federal, state or local law; judicial order; this Contract; or as permitted by the Agency, the Auditor shall not make any oral or written public statements - including, but not limited to, statements to the press, conference presentations, lectures or articles - with regard to: the status of the Agency's compliance or noncompliance with the PREA standards, or any act or omission of the Agency or its agents, representatives or employees.

J. Testimony. Except as required or authorized by the terms of this Contract, or by permission of the Agency, the Auditor shall not testify in any litigation or proceeding with regard to the status of the Agency's compliance or noncompliance with the National PREA Standards; or any act or omission of the Agency or its agents, representatives or employees, unless otherwise lawfully compelled to do so. If the Auditor is lawfully compelled to provide such information, the Auditor shall promptly notify the Agency.

K. Conflict of Interest. The Auditor shall not accept employment or provide consulting services that would present a conflict of interest with his or her responsibilities under this contract, with the PREA auditing standards, or with auditor ethical guidance provided by the PREA Resource Center or the Department of Justice, including, but not limited to, being employed or retained by the Agency for purposes other than PREA auditing during the three year period prior to the audit, or during the three year period subsequent to the audit.

L. Auditor Independence. Neither the Agency, nor any employee or agent of the Agency, shall have any supervisory authority over the Auditors activities, reports, findings, or recommendations.

M. Termination of the Auditor. The auditor may be terminated if the agency and the Department of Justice agree and upon good cause shown. Good cause shall include, among other things, any violation of the PREA Standards; or federal, state, or local law, which reasonably calls into question the auditor's fitness to continue serving as the Auditor.

N. Audit Report Delivery. The Auditor shall provide the audit report to the Agency head and the facility superintendent within 30 calendar days of the conclusion of the auditor's on-site visit. If there are no standards requiring corrective action, the audit report shall be considered final.

O. Corrective Action Process. If the audit report indicates that corrective action is required, the Auditor and the Agency shall work to promptly and jointly develop a corrective action plan toward achieving compliance with all standards. The corrective action plan shall contain a timeline for specific minimal remedial measures the Agency shall take to achieve compliance within a 180-day corrective action period. The Agency shall deliver, and the auditor shall review and comment upon, deliverables provided to the auditor pursuant to the corrective action timeline. Prior to the conclusion of the 180-day corrective action period, the Auditor shall issue his or her final report.

CONTRACT FOR SERVICES BETWEEN Sweney Group LLC AND Story County Sheriff's Office

II. THE AGENCY

- A. Tentative Audit Timeline.** The parties tentatively agree that the initial on-site visit for the audit will occur **July 18th, 2022**.
- B. Maintenance of Documentation and Information.** Any and all of the documentation (including electronic documentation) required by the National PREA Standards shall be maintained and secured by the Agency. The Auditor is authorized to request, review, and retain all such documentation prior to, during and after the on-site visit.
- C. Auditor Access.** The Agency shall ensure that the Auditor have access to the facility, documentation (including electronically-stored information), personnel, and inmates, consistent with the auditing standards, until the issuance of the final report.
- D. Posting of Auditor Contract Information.** The Agency shall ensure that auditor contact information, together with a statement of confidentiality, shall be conspicuously displayed in all inmate housing units of the facility to be audited, for the six-week period prior to the on-site visit.
- E. External Advocacy Organizations** The Agency shall work in good faith to identify and provide the Auditor with contact information for community-based or victim advocates who may have insight into relevant conditions in the facility, in order to permit the Auditor to fulfill his or her obligations under 28 C.F.R. 115.401(0).
- F. Access to External Investigative Personnel.** The Agency shall make best efforts to obtain and provide information and personnel from external investigative entities relevant to compliance with the National PREA Standards to the Auditor.
- G. Auditor Workspace and Electronics.** During any on-site visit, the Agency shall provide the auditor with reasonable workspace, and shall permit the auditor to maintain a laptop computer, access to or be allowed to bring in a scanner and internet access, mobile telephones, and/or a PDA within that workspace.
- H. Publication of Audit Report.** The Agency shall publish the final audit reports on the Agency website within 14 days of receipt of reports.
- I. Retaliation Safeguards.** The Agency agrees that it shall not retaliate against any person because that person has provided any information or assistance to the Auditor, has filed, or will file, a complaint, or has participated in any other manner in the conduct of the Audit. The Agency agrees that is shall timely and thoroughly investigate any allegations of retaliation in violation of National PREA Standards or this Contract and take corrective action identified through such investigations.
- J. Mandatory and Discretionary Reporting Information.** The Agency shall determine whether, and to what extent, the Auditor is legally a mandatory or discretionary reporter of inmate abuse in the relevant jurisdiction, and the Agency shall also inform the Auditor contact information for the entity or entities that may legally accept any discretionary or mandatory reporting.

**CONTRACT FOR SERVICES BETWEEN Sweney Group LLC AND Story County
Sheriff's Office**

K. Primary Points of Contact. The Agency shall provide the Auditor with a list of primary points of contact (PPC) with respect to staff of all relevant disciplines within the agency and the facility. (e.g., mental health care, investigations, and housing classification) Conflict with PREA Standards. If any provision of this contract is found to be inconsistent with the PREA auditing standards, the auditing standards shall prevail.

L. Termination of Contract. The Agency shall be entitled to terminate this Contract in its entirety upon providing the Auditor with written notice at any time for the following reasons:

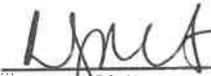
1. If the Auditor becomes insolvent, commits any act of bankruptcy, or makes a general assignment for the benefit of creditors; or
2. If the Auditor shall fail to prosecute the work, or any part thereof, with the diligence necessary to insure its progress and timely completion as prescribed by this Contract and shall fail to take such steps to remedy such default within five (5) calendar days after receipt of written notice of default; or
3. If the Auditor shall commit and act or omission that violates any law, PREA standard or other applicable government regulation.
4. At the end of any year of the audit for any reason, with or without cause.
5. The Auditor may terminate this Contract in its entirety upon the Agency's failure to timely submit payment as set forth in this Contract. Upon termination, the Auditor shall be entitled to payment on a pro rate basis for work completed in a satisfactory manner prior to receipt of notice of termination if an invoice is sent to the Agency within 30 days of the Auditor's receipt of the notice of termination.

M. Independent Contractor. The relationship created by this Contract is that of an independent contractor. Auditor is not an agent or employee of the Agency for any purpose whatsoever.

N. Invoicing and Payment. The Auditor will submit the invoice for payment upon completion of the initial summary report. The agency will make payment within thirty (30) days of receiving the invoice.

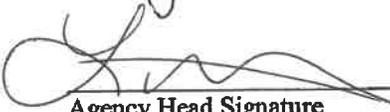
IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed as of the date set forth below.

Lucy MARTIN
Auditor Name (Printed)


Auditor Signature

5.24.22
Date

Latifah Taisal
Agency Head (Printed)


Agency Head Signature

5.24.22
Date

**CONTRACT FOR SERVICES BETWEEN Sweney Group LLC AND Story County
Sheriff's Office**

EXHIBIT A

§ 115.401 Frequency and scope of audits.

(a) During the three-year period starting on August 20, 2013, and during each three-year period thereafter, the agency shall ensure that each facility operated by the agency, or by a private organization on behalf of the agency, is audited at least once. (b) During each one-year period starting on August 20, 2013, the agency shall ensure that at least one-third of each facility type operated by the agency, or by a private organization on behalf of the agency, is audited. (c) The Department of Justice may send a recommendation to an agency for an expedited audit if the Department has reason to believe that a particular facility may be experiencing problems relating to sexual abuse. The recommendation may also include referrals to resources that may assist the agency with PREA-related issues. (d) The Department of Justice shall develop and issue an audit instrument that will provide guidance on the conduct of and contents of the audit. (e) The agency shall bear the burden of demonstrating compliance with the standards. (f) The auditor shall review all relevant agency-wide policies, procedures, reports, internal and external audits, and accreditations for each facility type. (g) The audits shall review, at a minimum, a sampling of relevant documents and other records and information for the most recent one-year period. (h) The auditor shall have access to, and shall observe, all areas of the audited facilities. (i) The auditor shall be permitted to request and receive copies of any relevant documents (including electronically stored information). (j) The auditor shall retain and preserve all documentation (including, e.g., video tapes and interview notes) relied upon in making audit determinations. Such documentation shall be provided to the Department of Justice upon request. (k) The auditor shall interview a representative sample of inmates, residents, and detainees, and of staff, supervisors, and administrators. (l) The auditor shall review a sampling of any available videotapes and other electronically available data (e.g., Watchtour) that may be relevant to the provisions being audited. (m) The auditor shall be permitted to conduct private interviews with inmates, residents, and detainees. (n) Inmates, residents, and detainees shall be permitted to send confidential information or correspondence to the auditor in the same manner as if they were communicating with legal counsel. (o) Auditors shall attempt to communicate with community-based or victim advocates who may have insight into relevant conditions in the facility.

§ 115.402 Auditor qualifications.

(a) An audit shall be conducted by: (1) A member of a correctional monitoring body that is not part of, or under the authority of, the agency (but may be part of, or authorized by, the relevant State or local government); (2) A member of an auditing entity such as an inspector general's or ombudsperson's office that is external to the agency; or (3) Other outside individuals with relevant experience. (b) All auditors shall be certified by the Department of Justice. The Department of Justice shall develop and issue procedures regarding the certification process, which shall include training requirements. (c) No audit may be conducted by an auditor who has received financial compensation from the agency being audited (except for compensation received for conducting prior PREA audits) within the three years prior to the agency's retention of the auditor. (d) The agency shall not employ, contract with, or otherwise financially compensate the auditor for three years subsequent to the agency's retention of the auditor, with the exception of contracting for subsequent PREA audits.

**CONTRACT FOR SERVICES BETWEEN Sweney Group LLC AND Story County
Sheriff's Office**

§ 115.403 Audit contents and findings.

(a) Each audit shall include a certification by the auditor that no conflict of interest exists with respect to his or her ability to conduct an audit of the agency under review. (b) Audit reports shall state whether agency-wide policies and procedures comply with relevant PREA standards. (c) For each PREA standard, the auditor shall determine whether the audited facility reaches one of the following findings: Exceeds Standard (substantially exceeds requirement of standard); Meets Standard (substantial compliance; complies in all material ways with the standard for the relevant review period); Does Not Meet Standard (requires corrective action). The audit summary shall indicate, among other things, the number of provisions the facility has achieved at each grade level. (d) Audit reports shall describe the methodology, sampling sizes, and basis for the auditor's conclusions with regard to each standard provision for each.

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/ Vol. 77, No. 119 / Wednesday, June 20, 2012 / Rules and Regulations audited facility, and shall include recommendations for any required corrective action. (e) Auditors shall redact any personally identifiable inmate or staff information from their reports, but shall provide such information to the agency upon request, and may provide such information to the Department of Justice. (f) The agency shall ensure that the auditor's final report is published on the agency's Web site if it has one, or is otherwise made readily available to the public.

§ 115.404 Audit corrective action plan.

(a) A finding of "Does Not Meet Standard" with one or more standards shall trigger a 180-day corrective action period. (b) The auditor and the agency shall jointly develop a corrective action plan to achieve compliance. (c) The auditor shall take necessary and appropriate steps to verify implementation of the corrective action plan, such as reviewing updated policies and procedures or re-inspecting portions of a facility. (d) After the 180-day corrective action period ends, the auditor shall issue a final determination as to whether the facility has achieved compliance with those standards requiring corrective action. (e) If the agency does not achieve compliance with each standard, it may (at its discretion and cost) request a subsequent audit once it believes that it has achieved compliance.

§ 115.405 Audit appeals.

(a) An agency may lodge an appeal with the Department of Justice regarding any specific audit finding that it believes to be incorrect. Such appeal must be lodged within 90 days of the auditor's final determination. (b) If the Department determines that the agency has stated good cause for a re-evaluation, the agency may commission a re-audit by an auditor mutually agreed upon by the Department and the agency. The agency shall bear the costs of this re-audit. (c) The findings of the re-audit shall be considered final.

General Definition of Work

Performs complex executive work planning, organizing, directing and coordinating human services programs for the county, overseeing staff and operations of the department, creating and maintaining the budget, creating and maintaining applicable records, reports and files, and related work as apparent or assigned. Work is performed under the general direction of the Director of External Operations and County Services. Position manages a department, including all personnel within the department.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Essential Functions

- 1) Develops, implements, and administers approved budgets for General Assistance; monitors actual vs. budget expenses and recommends corrective action as needed.
- 2) Develops, implements, and administers policies and procedures for General Assistance programs to meet legislative changes.
- 3) Supervises staff for General Assistance; referral to human services agencies, implements human resource/personnel policies and practices to attract, retain, and motivate staff.
- 4) Supervises staff who evaluate client needs and are responsible for maintaining accurate records for clients in assigned programs.
- 5) Performs intake duties for general assistance, substance abuse, Social Security Interim Assistance Reimbursement programs and Veteran's Affairs; assesses client's needs and refers applicants to other resources as needed.
- 6) Assists veterans with obtaining benefits through local, state or federally administered programs; provides guidance to veterans regarding their benefits.
- 7) Coordinates and collaborates with community organizations, hospitals, physicians and other agencies serving indigent clients.
- 8) Reviews and authorizes claims for payment from the General Assistance budget ; ensures that all funds are accounted for and properly disbursed on a monthly basis.
- 9) Verifies items such as residency and financial resources and approves payment for pre-screening clients in substance abuse programs.
- 10) Monitors and ensures compliance of assigned programs with applicable federal, state and local standards.
- 11) Performs public relations and outreach duties, including speaking to groups and participating in Veterans Affairs outreach activities.
- 12) Serves on boards and commissions as deemed necessary by Director of External Operations and County Services.

Knowledge, Skills and Abilities

Thorough knowledge of the county and regional programs; thorough knowledge of standard rules, regulations, policies and procedures related to providing community services in a public setting; ability to communicate effectively both orally and in writing; ability to negotiate contracts and to make presentations; ability to manage, direct and evaluate the work of others; ability to operate standard office equipment and related hardware and software; ability to learn specialized software related to the services rendered; ability to establish and maintain effective working relationships with staff, similar professionals and the general public.

Education and Experience

Bachelor's degree in social services administration or related field and extensive experience leading social/human services programming, or equivalent combination of education and experience.

General Definition of Work

Performs intermediate skilled technical work providing maintenance of the network in all aspects including LAN, WAN, switches, firewalls, filtering devices, and routers; providing installation, configuration, technical support, and problem resolution in a Windows desktop environment for all County departments; supporting the setup and maintenance of IP phones. This role will also be responsible for installing, maintaining, and supporting end user peripherals, including but not limited to printers, scanners, cameras, fax machines, responding to on call or emergency situations during atypical business hours, and related work as apparent or assigned. Work is performed under the general direction of the Director of Information Technology.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Essential Functions

- 1) Oversees the day to day operation of data communications and telecommunications environment including operations, training, installation and repair of all related equipment; schedules, implements and troubleshoots equipment for data communications networks including computer hardware, software and data communications equipment.
- 2) Installs, configures, and diagnoses PC to network connections using multiple protocols and software.
- 3) Assists vendors in the data center when maintenance or other work on projects is being performed.
- 4) Monitors daily network performance and provides insight to the Director.
- 5) Reviews and maintains network documentation, including detailed network diagrams.
- 6) Validates firewall rules for inbound and outbound traffic; reviews and recommends security enhancements to harden the network against intrusion.
- 7) Performs the setup of new and repurposed phones; maintains and programs requested hunt groups/workgroups, handle music on hold, program call handling modes and all other various duties of a VoIP system.
- 8) Provides support to users of data communications networks; resolves end user issues in a timely manner received via the helpdesk system, email, phone, or in-person.
- 9) Provides hardware technical assistance and support; troubleshoots and resolves basic system hardware and software issues.
- 10) Performs basic Active Directory account management.
- 11) Provides input for end-user hardware and software recommendations to maintain optimal system performance, maintainability, and security.
- 12) Provides information training to IT staff for back-up support; provides support and assistance with other Information Technology roles when needed.

Knowledge, Skills and Abilities

Thorough knowledge of network and PC operating systems; thorough technical knowledge of current network hardware, protocols and standards including wireless, VPN, VoIP, TCP/IP, IP Addressing, RAS, LAN, WAN, FTP and virtual technologies; thorough knowledge of a wide variety of hardware, software, and communication technologies; thorough skill teaching non technology staff to operate technology systems; thorough hands-on troubleshooting skills; thorough analytical and problem solving abilities; ability to conduct research into networking issues and products as required; ability to present ideas in user-friendly language; ability to manage time effectively in order to prioritize and execute tasks in a high-pressure environment; ability to provide keen attention to detail; ability to organize and simplify technical information; ability to communicate effectively orally and in writing; ability to establish and maintain effective working relationships with staff, consultants, vendors and the general public.

Education and Experience



2022

Mailing Instructions - Page 1

Customer name: Story IA Treasurer
 Sales Representative: Jim Coté
 Mission Manager: Melanie Noblin
 Name of this mailing project:
MH Tax Billing

Expected record quantity: 1500
 Date you anticipate sending the final production file:
Late June

1. Target Mail Date Range: Early July To Mid July

If we complete the project early, are we ok to mail early?

- Yes
- No

Promise mail date will be based on prior agreement or 7-10 workdays after final data proof approval. Target and promise mail dates are not necessarily the same.

2. Preprinted Stock:

Form size:

- Legal
- Letter
- 4 x 6 postcard
- 4 ¼ x 5 ½ postcard
- Other (list dimensions): _____

3. Outside mail envelope:

- #10 Universal window
- #10 custom printed window
- Other (list dimensions/size): _____
- None

4. Reply envelope? Yes No

- #9 universal window One Two
- #9 custom printed One Two
- Other One Two

5. Inserts: Will you have any? If yes, please fill out descriptions below. If no, skip to the "Leftover stock" section

- Yes No
- Insert #1 - Size _____
- Reference Name for insert _____
- Insert #2 - Size _____
- Reference Name for insert _____
- Insert #3 - Size _____
- Reference Name for insert _____
- Insert #4 - Size _____
- Reference Name for insert _____

6. Extra / Leftover stock:

Statements: Would you like any blank statements shipped to you for in-office use?

Yes No How many? 200 250 AB

What information will print on them?
8.5 x 11 Tax Statements - print ahead of tax mailing

Mailing Envelopes: If you are using a custom printed mailing envelope, would you like any printed without our permit and shipped to you?

Yes No How many? _____

Reply Envelopes: If you are using a custom printed reply envelope, would you like any shipped to you?

Yes No How many? _____

Inserts: Would you like any special inserts shipped to you after the mailing?

Yes No Which one(s)/How many?

NOTE: Inserts that require folding for inserting will also be folded when those extras are returned to you.

NOTE: If excess stock is printed that you do NOT want shipped to you after the mailing is completed, we can store them in our inventory until your next mailing. Otherwise they will be recycled. Tell us what items if any you would like us to store:

NOTE: Only full cartons will be stored, no partial cartons. After 12 months these items will be recycled or returned to you. Shipping charges will apply.

7. Data and Address Handling:

CASS and LACS address updates are applied to your data automatically. Based upon legal directives, our default is to NOT apply NCOA/move updates. The charge is 8 cents per NCOA move unless you direct us to update to the "move to" address. We highly discourage NCOA updates as these updates are routinely incorrect.

Update NCOA address: Yes No

Signature Teal Rasmussen
 Title Treasurer

8. IMb Trace: (See page 4 for more information on IMb Trace):

Would you like to use IMB Trace at \$0.005 per record?

- Yes - for outgoing mail?
- Yes - for return mail (must use a #9 window so remit address/ barcode shows through)
- No

9. PDFs: Would you like PDFs of every statement we print upon completion of the mailing?

- Yes, 1 cent per record, \$50.00 minimum
- Yes - and index the file for quick search for 1.5 cents per record
- Yes - 1.5 cents per record (individual files)
- No thank you

Notes:



Mailing Instructions - Page 2

10. Deduping: (NOT used for statements/invoices mailings)

When you have duplicate records, how would you like those handled?

- Do not remove duplicates – mail to all records
- Remove duplicates on exact name and address match – only 1 mail piece per name per address
- Remove duplicates on address match – only 1 mail piece will go to each address
- Remove duplicates based on this field in our data:

12. eNoticesOnline:

Would you like to use eNotices?

- Yes
- No
- Would like to learn more

Do you want to use eNotices insert? (Strongly recommended for improving registrations by 300-400%)

- Yes
- No

Will you use the ePay option for receipt of payments?

- Yes
- No
- Would like to learn more

13. Data Format and Proofing:

If this is our first mailing for you, or if you have changed software providers since the last time we mailed for you, what software are you currently using?

Tyler

IMPORTANT: If you are adding fields to your data since the last time we mailed for you, PLEASE ADD THE NEW FIELDS TO THE END OF YOUR FILE.

Which accounts will you want to review in your proofs? Give us specific accounts - as many as you have differing account types, including largest dollar amount, smallest dollar amount, a foreign address, longest address, special assessments, etc., etc. You can list the account numbers in an email to your Mission Manager, or in a Word file or Excel Spreadsheet. In addition, we will provide another random sampling of 50 – 100 parcels, but these specific parcels we want to be sure to include since these are the ones that most often are the most challenging to ensure accuracy.

List the names and email addresses of everyone you would like us to include in the art and data proofing emails:

Name: Ted Rasmusson Phone: 515-382-7331 Email: trasmusson@storycountyiowa.gov

Name: Ardy Baldwin Phone: 515-382-7333 Email: abaldwin@storycountyiowa.gov

Name: _____ Phone: _____ Email: _____

Who will be ultimately responsible for making changes and approving the proofs?

Name: Ardy Baldwin Phone: 515-382-7333 Email: abaldwin@storycountyiowa.gov

Who should we contact to discuss data issues? This may be the person above, or someone in your I.T. Department or software provider. Please provide the name, phone number and email address:

Name: Ardy Baldwin Phone: 515-382-7333 Email: abaldwin@storycountyiowa.gov

11. Combining or Householding:

When two or more statements mail to the exact same name and address, our default is to enclose from 2 – 8 statements in commercial size envelopes up to a maximum of 3 envelopes. Only the first envelope will include any collateral material (inserts, reply envelopes, etc.). After that, a large, flat size envelope will be used to enclose all. Tell us how you would like to handle this...

- Combine statements as described above.
- Don't combine statements, mail each record in its own outgoing envelope.
- Other specific criteria you would like to use:

Postcards are not combined - each record will mail as a separate piece.



Mailing Instructions - Page 3

Will OCR scanners be used to process your statement stubs (in-house or at a lockbox)?

Yes No

If you answered yes, what is the address and contact name we should use to ship printed samples for testing?

NOTE: OCR testing is required on every mailing even if we have mailed for you before, unless you provide in writing to your Mission Manager that The Master's Touch will NOT be held responsible for any additional time or costs incurred as a result of failure to read properly in the final mailing.

14. Special Instructions:

Are there any records in your file you want us to suppress from printing and mailing?

Yes No

If you answered yes, what is the criteria you would like us to use (zero balances, mortgage codes, etc.)?

If you use eNotices, would you like us to post these records to eNoticesOnline?

Yes No

IMPORTANT: If you want us to suppress specific records in your file from printing, please provide the complete list of account numbers to your Mission Manager prior to or at the same time you send us your data file. We must have your suppression list prior to processing. We are happy to suppress any records after we process your production file, but there will be an added charge since we will either need to process your file again, or we will need to manually pull those records if already printed. The charge to reprocess a data file is \$110.00. The charge to hand pull records is \$15.00 per record. If these statements are combined in the same mailing envelopes with other statements going to the same name and address, the entire envelope and all its enclosed statements will be pulled and returned to you.

Are there any records in your file you want us to print and ship unfolded and unstuffed to you instead of mailing?

Yes No If Yes, which ones: Ardy may provide a list

If you answered yes, please provide the criteria for this, or send a list of the account numbers to your Mission Manager. If you use eNotices, would you like us to post these records to eNoticesOnline?

Yes No If Yes, which ones: _____

Are there any special instructions regarding multiple files, selective inserts, etc. we need to know about?

Yes No

If you answered yes, please describe:



Standard Terms and Conditions

These Standard Terms and Conditions (“Terms”) are attached to and made a part of the service contract (the “Contract”) between The Master’s Touch, LLC (“TMT”) and (“Customer”). The Terms and the Contract are collectively referred to as the “Agreement.” TMT and Customer are collectively referred to as the “Parties” and each individually as a “Party.”

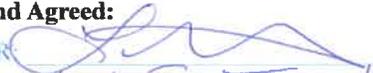
1. **Terms Control.** In the event of a conflict between the Contract and the Terms, the Terms shall control. 2. **Payments and Late Fees.** TMT, at its option, may impose a late charge of 1.5% per month on all amounts that remain unpaid more than 10 days following the payment due date. 3. **Warranties and Limitations.** 3.1. Customer warrants to TMT on a continuing basis throughout the term of the Agreement that (a) the data it provides to TMT are materially accurate and in conformity with all of the Agreement’s requirements; (b) Customer will diligently review all proofs provided by TMT to Customer and immediately notify TMT of any errors or necessary revisions; and (c) Customer and its representatives are duly authorized to transmit the data provided under the Agreement to TMT and that TMT is duly authorized to receive, use, and disclose data as set forth in the Agreement. 3.2. EXCEPT AS PROVIDED HEREIN, TMT DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND OR NATURE, EXPRESS OR IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW) WITH RESPECT TO ANY SERVICE OR ITEM PROVIDED HEREUNDER, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY, TITLE, DESIGN, NONINFRINGEMENT, OPERATION OR FITNESS FOR ANY PARTICULAR PURPOSE AND ANY WARRANTY ARISING FROM CONDUCT, COURSE OF DEALING, CUSTOM OR USAGE IN TRADE. 3.3. In no event will TMT have any liability for damages that arise out of or that could have been prevented by Customer’s diligent review of proofs provided by TMT to Customer or that are related in any way to Customer’s provision to TMT of inaccurate data. If reprinting and mailing is requested due to such an error, Customer shall pay all costs associated therewith, including postage. 3.4. No claim against TMT of any kind under any circumstances will be made more than 90 days after Customer knows, or in the exercise of reasonable care could know of such claim, an act or omission of TMT that would give rise to such claim, or any material damage caused by or likely to be caused

by such act or omission or to be part of such claim. 3.5. In the event of any defect in the products or services provided under the Agreement arising solely from TMT’s acts or omissions, Customer’s sole and exclusive remedy is that TMT will re-run that portion of the printing and mailing determined to be defective at its expense, but TMT will not be required to pay the cost of postage for the replacement mailings. TMT will not be liable for and will not incur any credit or remedy against it for failure to provide services or functionality with respect to any data that it believes in good faith contains errors, inaccuracies, corrupt, or misleading information.

NOTWITHSTANDING ANYTHING TO THE CONTRARY, TMT WILL NOT BE LIABLE FOR INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES, OR FOR LOST PROFITS OR BUSINESS OPPORTUNITIES OR THE COST OF PROCUREMENT OF SUBSTITUTE ITEMS OR SERVICES, UNDER ANY LEGAL THEORY. 4. **Remedies Reasonable.** Customer hereby acknowledges on a continuing basis that any exclusive and/or limited remedies available in this Agreement are reasonable and sufficient and that they will not fail of their essential purpose even if Customer may not take advantage of them in some circumstances by their terms. 5. **Forum; Choice of Law.** The Parties acknowledge that TMT is headquartered in Spokane, Washington. Accordingly this Agreement and all amendments to it will be governed by the laws of the State of Washington applicable to agreements made and to be performed wholly within Washington, without regard to conflicts of laws. The Federal District Court for the Eastern District of Washington and the state courts of Spokane County, Washington will be the exclusive venue for any court proceeding between the Parties arising out of, or in connection with, this Agreement. The Parties hereby submit to and consent exclusively and irrevocably to the jurisdiction of such courts for these purposes.

Accepted and Agreed:
The Master’s Touch, LLC
By: Jim Coté
Title: President

Accepted and Agreed:

CUSTOMER 
Print Name: Latifah Frisal
Title: Chair, Board of Supervisors
Date: 5.24.22

I agree to these terms.

Signature: 

By typing my name above, I signify that I am digitally signing this form.



Story County Treasurer's Office
Ted Rasmusson, Treasurer

P.O. Box 498
Nevada, IA 50201
Phone 515-382-7330
Fax 515-382-7336
storycountyiowa.gov/treasurer
treasurer@storycountyiowa.gov

Treasurer's Quarterly Report

FY2022-Q3

Thursday, May 19, 2022

Prepared by:

Ted Rasmusson, Treasurer

Ardis A Baldwin, Finance Deputy

Lori McDonald, Operations Deputy

APPROVED **DENIED**

Board Member Initials: TR

Meeting Date: 5-24-22

Follow-up action: _____

Narrative

Treasurer – Ted Rasmusson

January, February, March, 2022

Third Quarter FY22 was a busy and transitional but successful quarter for the Treasurer's Office. Kasey Wirtz settled into her role as MV Supervisor. We also had Leslie Krukow begin as a Universal Clerk. Shortly after Leslie started, Cathy Naumann left our office to join the Auditor's Office. We made the decision to hire Kathi Witek to fill the vacancy. She started in March just in time to help with the busy property tax season.

Property tax collection went quite well during the quarter as we ended 3rd quarter with approximately 2% of taxes outstanding, slightly ahead of schedule historically. We were able to process all property tax mail and drop box deposits on the same day of receipt, as more people seem to be transitioning to online payments.

During the quarter, automobile dealers continue to struggle to get new stock so our titling continues to be slightly lower than historical averages. We had a quite successful quarter motor vehicle-wise as we maintained same day turnaround on all titles and renewals throughout. This was despite spending part of the quarter short staff during the hiring process and due to some personnel absences throughout the quarter. Our team worked very hard to process things quickly and efficiently.

Our investment options continued to offer very little in way of returns, but we were seeing slight movement as the quarter continued. We still do not have a CD market and our local banks are not providing much rate, but we saw the bond market move a bit higher for rate. We are also seeing the T-Bill market rise and are considering entering that market through our IPA/IT partners as they are offering this new option. T-Bills are a more short-term investment option. They are issued by the U.S. Treasurer and similar to a CD in that they can be purchased in three, six, nine, or twelve-month increments. The return on these is currently four times the return on local CD options. We have looked into this with the State Auditor and during our annual review of the Investment Policy; we will ensure that it is an approved option outlined in the policy.

In other news within the department, our office participated in the County's compensation study, and we are looking for a good outcome that makes it easier to attract and especially retain good people. I attended the March ISAC meeting with Ardy Baldwin and Lori McDonald, where I was elected to the ISCTA Executive Board. I look forward to learning more about the organization and the office and duties of Treasurer so that I can bring back that knowledge to help Story County citizens. The Treasurer's Office ended third quarter FY22 full staff and moving full steam ahead, we are looking forward to a good fourth quarter and completion of FY22.

Data/Tables/Statistics

Cash and Investments

Invested Funds Summary						
	1/31/2022		2/28/2022		3/31/2022	
Type	Amount	Percentage	Amount	Percentage	Amount	Percentage
Cash & Bank Accounts	\$24,918,889.35	38.65%	\$27,086,526.81	41.14%	\$36,827,585.42	30.21%
Iowa Public Agency Investment Tr	\$32,526,522.54	50.45%	\$31,776,811.08	48.26%	\$80,627,060.87	66.13%
Certificates of Deposit	\$7,021,492.25	10.89%	\$6,981,224.59	10.60%	\$4,459,592.00	3.66%
Totals	\$64,466,904.14	100.00%	\$65,844,562.48	100.00%	\$121,914,238.29	100.00%

Matured CD's - January	New Rate		
Matured CD's - February			
2 South Story Bank - Cashed in			
Matured CD's - March			
1 South Story Bank - Cashed In			

Tax Collections	
January Total Tax Collections	\$1,083,347.49
February Total Tax Collections	\$5,806,046.65
March Total Tax Collections	\$61,449,508.00
Quarterly Total	\$68,338,902.14

LISTING OF CERTIFICATES OF DEPOSIT & OTHER INVESTMENTS										
Story County Treasurer- as of March 31, 2022										
							Total	\$4,469,692.00		
Purchase Date	Maturity Date	Purchase Amount	Cash In Amount	Interest Rate	Term	Certificate Number	Bank	Ann Anticp Interest	Interest Received	Notes
5/2/2012		\$5,776,619.57	\$2,818,205.66				Peaks Investment		\$396,570.21	
2/28/2012		\$60,175.35	\$60,000.00				Drainage Certs			12/20/2017/09/14/2018
1/3/2019	1/3/2020	\$1,000,000.00	\$1,000,000.00	2.85%	365	35954	IPAIT	\$28,505.00	\$28,504.33	Renew ed
3/19/2019	8/2/2021	\$30,521,153.87	\$30,521,153.87				IPAIT			Rolling CD
9/15/2019	9/15/2020	\$500,000.00	\$500,000.00	1.90%	365	7877	Maxwell State Bank	\$8,500.00	\$9,526.01	Renew ed
10/21/2019	10/21/2020	\$511,299.77	\$511,299.77	2.25%	365	20450	South Story Bank	\$11,504.24	\$11,299.77	Renew ed
10/21/2019	10/21/2020	\$511,299.77	\$511,299.77	2.25%	365	20451	South Story Bank	\$11,504.24	\$11,299.77	Renew ed
12/24/2019	12/24/2020	\$509,983.70	\$509,983.70	2.00%	365	20511	South Story Bank	\$10,199.67	\$9,983.70	Renew ed
12/30/2019	12/30/2020	\$510,077.67	\$510,077.67	2.00%	365	20956	South Story Bank	\$10,201.55	\$10,077.67	Renew ed
12/31/2019	12/31/2020	\$510,077.67	\$510,077.67	2.00%	365	20519	South Story Bank	\$10,201.55	\$10,077.67	Renew ed
1/6/2020	1/5/2021	\$1,000,000.00	\$1,000,000.00	1.61%	365	35954	IPAIT	\$16,100.00	\$16,004.19	Cashed In
2/21/2020	11/21/2020	\$507,168.94	\$507,168.94	1.90%	270	22142	South Story Bank	\$7,128.16	\$7,168.94	Cashed In/Now #22294
2/21/2020	2/21/2021	\$509,520.78	\$509,520.78	1.90%	365	22143	South Story Bank	\$9,680.89	\$9,520.78	Renew ed
2/21/2020	2/21/2021	\$509,520.78	\$509,520.78	1.90%	365	22144	South Story Bank	\$9,680.89	\$9,520.78	Renew ed
3/2/2020	12/2/2020	\$1,014,284.62	\$1,014,284.62	1.90%	270	22152	South Story Bank	\$14,255.56	\$14,284.62	Cashed in/Now #22297
3/2/2020	12/2/2020	\$1,014,284.62	\$1,014,284.62	1.90%	270	22153	South Story Bank	\$14,255.56	\$14,284.62	Cashed in/Now #22298
3/5/2020	3/5/2021	\$1,528,483.95	\$1,528,483.95	1.90%	365	22154	South Story Bank	\$29,041.20	\$28,483.95	Renew ed
6/22/2020	6/22/2021	\$1,006,544.06	\$1,006,544.06	0.65%	365	20968	South Story Bank	\$6,542.54	\$6,544.06	Cashed In/Now #22345
6/26/2020	6/26/2021	\$510,081.25	\$510,081.25	0.65%	365	20968	South Story Bank	\$3,315.53	\$3,317.48	Cashed In
9/15/2020	9/15/2021	\$500,000.00	\$500,000.00	0.45%	365	7877	Maxwell State Bank	\$2,250.00	\$2,249.99	Renew ed
10/21/2020	10/21/2021	\$502,506.03	\$502,506.03	0.50%	365	20450	South Story Bank	\$2,512.53	\$2,506.03	Cashed In
10/21/2020	10/21/2021	\$502,506.03	\$502,506.03	0.50%	365	20451	South Story Bank	\$2,512.53	\$2,506.03	Cashed In
10/21/2020	10/21/2021	\$502,506.03	\$502,506.03	0.50%	365	22284	South Story Bank	\$2,512.61	\$2,522.40	Cashed In
11/23/2020	11/23/2021	\$502,522.40	\$502,522.40	0.50%	365	22287	South Story Bank	\$5,025.03	\$5,008.25	Cashed In
12/2/2020	12/2/2021	\$1,005,006.25	\$1,005,006.25	0.50%	365	22288	South Story Bank	\$5,025.03	\$5,008.25	Cashed In
12/2/2020	12/2/2021	\$1,005,006.25	\$1,005,006.25	0.50%	365	22288	South Story Bank	\$5,025.03	\$5,008.25	Cashed In
12/24/2020	12/24/2021	\$502,021.25	\$502,021.25	0.40%	365	20511	South Story Bank	\$2,008.08	\$2,021.25	Cashed In
12/30/2020	12/30/2021	\$502,004.75	\$502,004.75	0.40%	365	20956	South Story Bank	\$2,008.02	\$2,004.75	Cashed In
12/31/2020	12/31/2021	\$502,002.00	\$502,002.00	0.40%	365	20519	South Story Bank	\$2,008.01	\$2,002.00	Cashed In
2/21/2021	2/21/2022	\$501,025.37	\$501,025.37	0.20%	365	22143	South Story Bank	\$1,002.05	\$1,025.37	Cashed In
2/21/2021	2/21/2022	\$501,025.37	\$501,025.37	0.20%	365	22144	South Story Bank	\$1,002.05	\$1,025.37	Cashed In
3/5/2021	3/5/2022	\$1,503,026.21	\$1,503,026.21	0.20%	365	22154	South Story Bank	\$3,006.05	\$3,026.21	Cashed In
6/28/2021	6/28/2022	\$1,001,002.74	\$1,001,002.74	0.20%	365	22345	South Story Bank	\$2,002.01	\$1,002.74	Semi Annual
9/15/2021	9/15/2022	\$500,000.00	\$500,000.00	0.60%	365	7877	Maxwell State Bank	\$3,000.00		
		\$57,540,231.02	\$53,080,839.02							

Motor Vehicle Statistics

	Title Transfers	Registration Renewals	CC/DOR Debt Revenue	Revenue Generated	Total Revenue	Expenses	Net to County General Fund
Jan-22	1,286	9,277	\$5.00	\$75,306.30	\$75,311.30	\$23,356.40	\$51,954.90
Feb-22	1,220	7,846	\$0.00	\$56,514.16	\$56,514.16	\$24,502.78	\$32,011.38
Mar-22	1,695	9,864	\$0.00	\$68,755.79	\$68,755.79	\$30,919.27	\$37,836.52
Total	4,201	26,987	\$5.00	\$200,576.25	\$200,581.25	\$78,778.45	\$121,802.80

In Office Payment Statistics

January-March 2022

Receipt Type	Receipts Debit & Credit			Totals
Tax	62			\$654.00
Vehicle	2,157			\$500,532.88
Misc	67			\$69,925.00
Total Receipts	2,286			\$571,111.88

Collections for CC/DOR

	Clerk of Court	Dept of Rev		Totals
Jan-22	\$161.25	\$0.00		\$161.25
Feb-22	\$0.00	\$0.00		\$0.00
Mar-22	\$0.00	\$0.00		\$0.00
Total	\$161.25	\$0.00		\$161.25

DATE	#MV CUST	#MV RENEW	REGISTRATION FEES	ORGAN DONOR	SERVICE FEES	TOTAL MV & FEES	DATE	#TAX CUST	#TAX PARCEL	TAX PAID	SERVICE FEES	TOTAL TAX & FEES	TOTAL CUST	TOTAL TO COUNTY	TOTAL SERVICE FEES
Jan-22	1745	2648	\$448,251.75	\$638.00	\$2,789.80	\$451,679.55	Jan-22	312	450	\$219,621.36	\$368.54	\$219,989.90	2958	\$688,511.11	\$3,158.34
Feb-22	1686	2475	\$394,647.00	\$119.00	\$2,722.54	\$397,488.54	Feb-22	705	995	\$1,551,317.22	\$1,332.33	\$1,552,649.55	2391	\$1,946,083.22	\$4,054.97
Mar-22	1998	2987	\$493,794.00	\$104.75	\$3,114.15	\$497,012.90	Mar-22	3253	18952	\$34,631,419.88	\$10,279.71	\$34,641,699.59	5221	\$35,025,318.63	\$13,383.86
TOTAL	5400	8110	\$1,336,692.75	\$851.75	\$8,626.50	\$1,346,181.09	TOTAL	4270	19497	\$36,302,358.46	\$11,980.58	\$36,314,339.04	9670	\$37,639,912.96	\$20,607.17

FISCAL AGENT AGREEMENT

Effective July 1, 2022

This agreement, effective the 1st day of July, 2022, is between Central Iowa Community Services, hereafter referred to as CICS, and Story County, hereafter referred to as the Fiscal Agent.

I. Purpose of Agreement

CICS has been formed under *Code of Iowa* Chapter 28E and wishes to add efficiencies in financial management through the consolidation of accounting practices of its member counties and further wishes to designate a public entity as a fiscal agent to administer its funds. Story County has been designated as said Fiscal Agent.

II. Duration of Agreement

This agreement shall be effective July 1, 2022, and shall remain in effect until June 30, 2025, or until earlier terminated according to the provisions herein. This agreement may be amended, renewed, or extended by the mutual written agreement of the parties in the form of an amendment specifying the new agreement period and the compensation to the Fiscal Agent. All other terms of the agreement shall remain in effect unless otherwise specifically amended.

III. Responsibilities of the Fiscal Agent

The Fiscal Agent shall provide the following services:

- A. Deposit CICS funds into the MHOS CICS Regional Fiscal Agency Fund, hereafter referred to as Fund 41500, in accordance with *Code of Iowa* Chapter 12C and provide copy of bank statement monthly after reconciled by the Treasurer of Fiscal Agent County.
- B. Issue payments from Fund 41500 as directed by authorized CICS personnel. Payments shall be issued to the individual, vendor, business, or other entity identified by CICS, in the amount specified, and to the address provided by CICS. Payments shall be issued as directed, within seven (7) workdays from the date the Fiscal Agent receives the approved claim with supporting documentation from authorized CICS personnel.
- C. Ensure that any interest earned on Fund 41500 shall be credited directly to Fund 41500.
- D. Direct bank fees shall be charged directly to Fund 41500 and shall not be considered a part of the Fiscal Agent compensation as outlined in *Section VI. Compensation of this Agreement*.
- E. All other approved expenses including the annual audit (that portion of costs as identified by the Auditor of State, State of Iowa) will be submitted to the CICS finance officer for a claim to be processed.
- F. Be responsible for completing and submitting any 1099 reports as required by federal or state law or regulation.
- G. Maintain separate accounting records as requested that at a minimum include the following:
 1. Utilize the integration between Fiscal Agent's financial software (Solutions) and the Community Services Network (CSN).
 2. Submit to finance officer the disbursement register for claims paid.
 3. Quarterly Fund 41500 Outstanding Report.
 4. The date of any stop payment requested by the Fiscal Agent and reason.
- H. Submit to the CICS finance officer monthly Fund Balance, Revenue and Expense detail and summary reports for the prior month by the 15th of the month. Reports shall be submitted in a format agreed to by CICS and Fiscal Agent and shall include as much of the information

as the Fiscal Agent is required to maintain as described in this section as CICS may request and as is necessary to reconcile the records of CICS with the records of the Fiscal Agent.

- I. Resolve any findings outlined in the annual completed audit by working with necessary parties including, but not limited to, CICS and Finance Committee.
- J. If this agreement is renewed or extended any unexpended CICS funds remaining in an account held by the Fiscal Agent at the end of the current agreement period shall be retained by the Fiscal Agent for use in the next agreement period.
- K. If this agreement is not renewed or extended, unexpended CICS funds, and accrued interest as may be required by law, shall be transferred to the new fiscal agent.
- L. Submit a report to CICS of any audits performed as well as the findings of any audits of the accounting records for the Fiscal Agent. The report shall be submitted to CICS within five (5) work days of its receipt by the Fiscal Agent.
- M. The Fiscal Agent shall chair the CICS Finance Committee.

IV. Responsibilities of CICS

- A. Advise the Fiscal Agent in writing of the identity of CICS personnel authorized to approve and submit payment request from CICS funds to the Fiscal Agent and to receive and review expenditure and other reports from the Fiscal Agent as required herein.
- B. Determine the amount and payee for any payment to be made from CICS funds.
- C. Authorized personnel shall submit a dated written authorization to the Fiscal Agent to make payments from CICS funds.
- D. Maintain accounting records for CICS payments authorized to be paid by the Fiscal Agent that, at a minimum, includes the following:
 1. Date written notification/authorization was submitted to the Fiscal Agent.
 2. Name of the authorized CICS personnel authorizing the payment.
 3. Name and mailing address of the payee.
 4. Amount of the payment.
 5. General Ledger account code for payment.
- E. Review on a monthly basis the monthly expenditure reports submitted by the Fiscal Agent and reconcile with the records maintained by CICS. CICS and Fiscal Agent shall work together to resolve any discrepancies and take any necessary corrective action.

V. General Provisions

- A. *Agreement Amendment.* The agreement shall be amended only upon written approval of both parties.
- B. *Renegotiation Clause.* In the event there is a revision of federal regulations, state laws, or administrative rules and this agreement no longer conforms to those regulations, laws, or rules, all parties will review the agreement and renegotiate those items necessary to conform with the new regulations, laws, or rules.
- C. *Termination of Agreement*
 1. *For Cause.* Causes for termination during the period of agreement are:
 - a. Failure of Fiscal Agent to complete or submit required reports.
 - b. Failure of Fiscal Agent to make financial and statistical records available for review by CICS or other authorized party.
 - c. Failure of Fiscal Agent to abide by the terms of this agreement.
 - d. Failure of CICS to abide by the terms of this agreement.
 - If any of (a) through (c) above occurs, CICS shall provide written notice to Fiscal Agent requesting that the noncompliance be remedied immediately. In the event

that the noncompliance continues fifteen (15) days beyond the date of the Fiscal Agent's receipt of written notice, CICS may either immediately terminate the agreement without additional notice or enforce the terms and conditions of the agreement and seek any legal or equitable remedies.

- If (d) above occurs, the Fiscal Agent shall provide written notice to the Chief Executive Officer of CICS, hereafter referred to as CEO, requesting that the noncompliance be remedied immediately. In the event that the noncompliance continues fifteen (15) days beyond the date of the CEO receipt of written notice, Fiscal Agent may either immediately terminate the agreement without additional notice or enforce the terms of the agreement and seek legal or equitable remedies.

2. *Upon notice.* Either party may terminate this agreement by providing 180 days written notice to the other party.

- D. *Confidentiality.* Fiscal Agent shall comply with the Health Insurance Portability and Accountability Act (HIPAA) and all applicable federal and state laws and regulations on confidentiality.
- E. *Federal and State Compliance.* Fiscal Agent shall be in compliance with all applicable federal and state laws, rules, and regulations.
- F. *Records Retention.* Fiscal Agent shall maintain records that document the validity of reports submitted to CICS. The fiscal Agent shall retain all books, records, electronic records or other documents relevant to this agreement for a period of two (2) years after this agreement is no longer in effect or after the final completed audit has been submitted, whichever is later.
- G. *Review of Contract Related Documentation.* Fiscal Agent shall allow authorized representatives of CICS or state or federal agencies to have access to the records as is necessary to confirm compliance with the specifications of this agreement. Reviews may include on-site visits to the Fiscal Agent, the offices of the Fiscal Agent's agents, a combination of these, or, by mutual decision, to other locations.

VI. Compensation

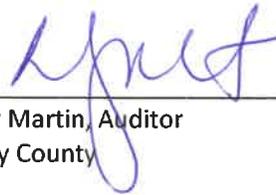
- A. Compensation for the Fiscal Agent shall be \$1,200 per month until otherwise amended.
- B. The Fiscal Agent shall submit at least a quarterly invoice to CICS for payment.
- C. CICS shall pay the cost of the audit associated with the regional fund 41500.

SIGNATURE PAGE

By: _____
BJ Hoffman, Chairperson
Central Iowa Community Services
Date

By: _____
Patti Treibel-Leeds, Recording Secretary
Central Iowa Community Services
Date

By:  _____ 5.24.22
Latifah Faisal, Chairperson
Story County Board of Supervisors
Date

By:  _____ 5.24.22
Lucy Martin, Auditor
Story County
Date

By:  _____ 5.24.22
Ted Rasmusson, Treasurer
Story County
Date



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

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

May 24, 2022

Mr. Robert P. McDivitt, Network Director
VA Midwest Health Care Network
2805 Dodd Road, Suite 250
Eagan, MN 55121

RE: Letter of Support to Build a Community-Based Outpatient Clinic (CBOC) in the Vicinity of Ames, Iowa

Dear Mr. McDivitt,

We are excited to offer this letter in support of the placement of a Community-Based Outpatient Clinic (CBOC) in or near Ames, Iowa. Modernizing and realigning outpatient facilities in the market by establishing a new CBOC in the vicinity of Ames will expand access to primary care and outpatient mental health services in a very centrally located city in Story County. In fact, Story County is one of the central most counties in Iowa, and Ames is the largest city in the county. Moreover, Ames offers many amenities commonly found in larger metro areas.

During FY19, Story County had 1,761 enrollees in the VA Health Care System. At that time there were 3,442 Veterans who were projected enrollees within 30 minutes of the proposed site. Story County's close proximity to Boone, Hardin, and Hamilton counties would not only enable Veterans to be served at a CBOC in Story County, but also make service available to Veterans in our surrounding counties.

The Story County Board of Supervisors fully supports a CBOC to be built in the vicinity of Ames located in Story County, Iowa.

Sincerely,

A handwritten signature in blue ink, appearing to read "Latifah Faisal".

Latifah Faisal, Chair
Story County Board of Supervisors
Story County, Iowa

RECEIVED

MAY 19 2022

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2022 is by and between **Story County** and **Center for Creative Justice** (Provider).

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

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

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

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

**SECTION 1
Definitions**

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

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

**SECTION 2
Duties of Provider**

Section 2.1 Provision of Covered Services. Provider shall provide Covered Services to each Story

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

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

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

SECTION 3

Claims Submission and Payment

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

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

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

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

SECTION 4

Relationship Between the Parties

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

SECTION 5

Hold Harmless. Indemnification and Liability Insurance

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

Section 5.2 Story County Hold Harmless and Indemnification. Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

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

SECTION 6

Laws and Regulations

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

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

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

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

Section 6.5 Confidentiality of Records. Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with

information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

SECTION 7

Term and Termination

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

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

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

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

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

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

SECTION 8

Amendments

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

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

SECTION 9
Other Terms and Conditions

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

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

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

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

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

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

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

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

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

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

Attention: _____

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

COUNTY:

PROVIDER:

By:  _____

By:  _____

Print Name: Latifah Raisal

Print Name: Staci Shugar

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: 5.24.22

Date: 5/17/22

**ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2023**

Service Description	Unit of Service	Rate
Probation Supervision Not to Exceed \$35,935	1 Client Hour	\$73.01

RECEIVED

MAY 19 2022

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2022 is by and between **Story County** and **University Community Childcare** (Provider).

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

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

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

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

SECTION 1

Definitions

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Duties of Provider

Section 2.1 Provision of Covered Services. Provider shall provide Covered Services to each Story

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

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

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

SECTION 3

Claims Submission and Payment

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

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

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

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

SECTION 4

Relationship Between the Parties

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

SECTION 5

Hold Harmless, Indemnification and Liability Insurance

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

Section 5.2 Story County Hold Harmless and Indemnification. Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

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

SECTION 6

Laws and Regulations

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

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

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

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

Section 6.5 Confidentiality of Records. Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with

information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

SECTION 7

Term and Termination

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

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

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

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

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

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

SECTION 8

Amendments

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

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

SECTION 9
Other Terms and Conditions

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

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

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

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

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

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

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

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

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

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

Attention: _____

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

COUNTY:

PROVIDER:

By:  _____

By:  _____

Print Name: Latifah Taisul

Print Name: Stacy Lehman

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: 5.24.22

Date: 5.17.2022

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2023

Service Description	Unit of Service	Rate
Child Care – Infants Not to Exceed \$13,598	1 Full Day	\$103.06
Child Care – Children Not to Exceed \$10,160	1 Full Day	\$60.02



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

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

May 19, 2022

TO: Board of Supervisors
SUBJECT: DESIGNATION OF AN ALTERNATE TO THE STORYCOMM BOARD

The StoryComm board consists of three individuals, one each appointed by Story County, the City of Ames and Iowa State University.

The bylaws of StoryComm establish that all three entities must be present either in person or electronically to constitute a quorum for official business. As originally adopted, the bylaws did not allow the entities to appoint alternates to represent them if the individual representing them could not attend a meeting. The bylaws have since been amended to allow appointment of alternates.

I currently serve as Story County's representative. I recommend that the Board of Supervisors appoint Sheriff Paul Fitzgerald as my alternate. As an ex-officio member of the StoryComm board, Sheriff Fitzgerald attends StoryComm meetings and is therefore aware of the operations of StoryComm as well as the needs of a public safety communication system. I would recommend that the term be for the current calendar year, with reappointment of both the representative and alternate to be done at the Board's 2022 organizational meeting.

Linda Murken, Story Co. Supervisor and StoryComm Chair

cc: Sandra King

APPROVED **DENIED**

Board Member Initials: LM

Meeting Date: 5.24.22

Follow-up action: _____



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

Story County Administration
900 Sixth Street
Nevada Iowa 50201
515-382-7200

515-382-7206 (fax)

05/24/2022

To: Story County Board of Supervisors
From: Latifah Faisal
RE: Story County's participation in and sponsorship of the City of Ames' Juneteenth Celebration on June 18, 2022

The City of Ames is currently planning a Juneteenth celebration on June 18, 2022. The event will be held at the Band Shell Park, 125 East 5th Street, Ames, from 3:00pm-6:00pm. The current partners involved in planning are the Ames Human Relations Committee, Ames Police Department, Ames Public Library, Iowa State Black Faculty and Staff, Black Liberation Movement and the NAACP. There will be live entertainment, face painting, balloon animals, food trucks, hula hoop contests, makers and other artists, vendors and more. The evening will end with a movie in the park.

What is Juneteenth? The Nation Museum of African American History and Culture's explanation is that "On June 19, 1865, Union General Gordon Granger arrived in Galveston, Texas. He informed the enslaved African Americans of their freedom and that the Civil War had ended. This momentous occasion has been celebrated as Juneteenth — a combination of June and 19 — for over 150 years." (<https://nmaahc.si.edu/juneteenth>)

The State of Iowa recognizes Juneteenth, and in *Chapter 1C of the Iowa Code 2022*, states: "...and to encourage all governmental entities, civic organizations, schools, and institutions of higher education in the state to observe the day in a manner that emphasizes the meaning and importance or the emancipation proclamation that ended slavery in the United States and to recognize and celebrate the importance of this day to every person who cherishes liberty and equality for all people." (excerpted from Section 1C.14 Juneteenth National Freedom Day, from the *Iowa Code 2022* - <https://www.legis.iowa.gov/docs/code/1c.pdf>)

Furthermore, the Juneteenth National Independence Day is considered a Federal holiday with legislation establishing it passed by Congress on June 16, 2021, and signed into law by President Biden.

Public Purpose Statement – Juneteenth

Juneteenth is a day to celebrate freedom, educate each other on the value of good community relationships, and connect with those who are different from us. This goes beyond symbolism;

it provides an opportunity to make a difference. As our nation's demographics continue to change, Story County can seize this opportunity to make a difference in the lives of its residents by demonstrating that each resident is valued. In doing so, we help make Story County a better place to live, work, and play. In short, this is the purpose for expending public funds—to invest in Story County and its residents.

The importance of the County's participation cannot be overstated. I would like to propose that Story County support the event with a sponsorship of \$1,000.00. I would also like to suggest that the County have an information table during the celebration to tell people about county services and our parks, trails and conservation summer camps. It is also a great event at which to promote our open employment positions.

Thank you for your consideration.

Latifah Faisal

APPROVED **DENIED**
Board Member Initials: LF
Meeting Date: 5.24.22
Follow-up action: _____

RESOLUTION
No. 22-86

A RESOLUTION ADOPTING DOCUMENTS PERTAINING TO STORY COUNTY'S
COMPLIANCE WITH TITLE VI PROVISIONS OF THE CIVIL RIGHTS ACT OF
1964.

WHEREAS, Story County has been a recipient of federal financial assistance from the U.S. Department of Transportation; and

WHEREAS, in receiving such financial assistance Story County is mandated to comply with the provisions of Title VI of the Civil Rights Act of 1964; and

WHEREAS, the Iowa Department of Transportation has directed Story County to adopt certain documents and put certain programs into place in order to comply with Title VI of the Civil Rights Act of 1964; and

WHEREAS, in order to continue receiving federal financial assistance from the U.S. Department of Transportation the adoption of certain documents and establishment of certain programs is necessary.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Story County that:

1. The County's Director of Internal Operations and Human Resources is hereby designated the Title VI Coordinator for Story County.
2. The *Story County Title VI Non-Discrimination Agreement* is hereby adopted and that the Chairman of the Board of Supervisors and Title VI Coordinator are authorized to sign said plan where required.
3. The *Standard DOT Title VI Assurances* are hereby adopted and that the Chairman of the Board of Supervisors is authorized to sign said document where required.
4. The *Title VI Notice to the Public* is hereby adopted and shall be posted where other public notices are displayed in the Story County Administration Building and County Engineer's Office. Furthermore, said notice shall be placed on the County's official website.
5. The Title VI Coordinator is authorized to take any other actions necessary and/or recommended by the Iowa Department of Transportation, U.S. Department of Transportation, or other designated authority to comply with the provisions of Title VI of the Civil Rights Act of 1964.

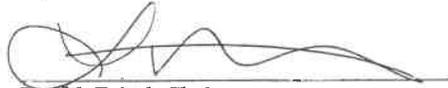
Motion was made by Supervisor Heathens and seconded by Supervisor Murkeno adopt the foregoing resolution.

Vote taken thereon resulted as follows:

Ayes: *Haiders, Murrin, Faisal*
Nays: *NONE*
Absent/Not Voting: *NONE*

PASSED AND APPROVED this May 24, 2022

Signed:



Latifah Faisal, Chair
Board of Supervisors
Story County

Attest:



Lucy Martin, Auditor
Story County

**Title VI Non-Discrimination Agreement
Iowa Department of Transportation
and
COUNTY of STORY, IA**

Agency Information

Name and title of administrative head:

Name: Latifah Faisal Title: Chairperson, County of Story, IA

Address: 1 900 Sixth Street

City: Nevada State: IA ZIP Code: 50201 County: Story County

Phone/FAX: 515-382-7202/7206 Email: lfaisal@storycountyiowa.gov

Name and title of designated Title VI coordinator:

Name: Alissa Wignall Title: Title VI Coordinator, County of Story, IA

Address: 900 Sixth Street

City: Nevada State: IA ZIP Code: 50201 County: Story County

Phone/FAX: 515-382-7204/7206 Email: awignall@storycountyiowa.gov

*If the Title VI coordinator changes, please contact the Iowa DOT Title VI specialist.

Title VI Program

I. Organization and staffing

Pursuant to 23 C.F.R. § 200, COUNTY of STORY, IA has appointed a Title VI coordinator identified above, who is responsible for implementing and monitoring the local public agency's (LPA's) Title VI program per this agreement, and is the representative for issues and actions pertaining to this agreement. The LPA will provide the Iowa Department of Transportation with a copy of the LPA's organizational chart that illustrates the level and placement of the Title VI coordinator.

The LPA will notify the Iowa DOT in writing of any changes to the LPA's organization chart, Title VI coordinator or Title VI coordinator contact information.

II. Assurances required

Pursuant to 49 C.F.R. § 21.7, every application for federal financial assistance or continuing federal financial assistance must provide a statement of assurance and give reasonable guarantee that the program is (or, in the case of a new program, will be) conducted in compliance with all requirements imposed by or pursuant to 49 C.F.R. § 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964). Fully executed standard DOT Assurances (including Appendices A, B and C) are attached to this agreement.

III. Implementation procedures

This agreement shall serve as the LPA's Title VI plan pursuant to 23 C.F.R. § 200 and 49 C.F.R. § 21. For the purpose of this agreement, "federal assistance" shall include all of the following.

- Grants and loans of federal funds.
- The grant or donation of federal property and/or interest in property.
- The detail of federal personnel.
- The sale and lease of, and permission to use (on other than a casual or transient basis), federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the LPA, or in recognition of the public interest to be served by such sale or lease to the LPA.
- Any federal agreement, arrangement or other contract that has as one of its purposes the provision of assistance.

The LPA shall:

1. Issue a policy statement, signed by the head of the LPA, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the LPA's organization and to the public. Such information shall be published where appropriate in languages other than English.
2. Take affirmative action to correct any deficiencies found by the Iowa DOT, Federal Highway Administration or U.S. Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, to implement Title VI compliance in accordance with this agreement. The head of the LPA shall be held responsible for implementing Title VI requirements.
3. Designate a Title VI coordinator who has a responsible position in the organization and easy access to the head of the LPA. The coordinator shall be responsible for implementing and monitoring Title VI activities and preparing required reports.
4. Develop and implement a public involvement plan that includes low-income and minority community outreach and ensures those persons who are limited-English proficient (LEP) can access services.
5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigations. Identify each complainant by race, color, national origin or gender, the nature of the complaint, date the complaint was filed, date the investigation was completed, disposition, date of disposition, and other pertinent information. A copy of the complaint, together with a copy of the LPA's report of investigation, shall be forwarded to the Iowa DOT's civil rights coordinator within 60 days of the date the complaint was received by the LPA.
6. Collect statistical data (race, color, national origin, age, gender, disability, LEP and income of populations in service area) of participants in, and beneficiaries of, the programs and activities conducted by the LPA.
7. Conduct Title VI self-assessment of the LPA's program areas and activities, and of second-tier sub-recipients, contractor/consultant program areas and activities. Where applicable, revise policies, procedures and directives to include Title VI requirements. Ensure that programs, policies, and other activities do not have disproportionate adverse effects on minority and low-income populations.
8. Conduct training programs on Title VI and related statutes.
9. Prepare a yearly report of Title VI accomplishments and changes to the program covering the prior year, and identify goals and objectives for the coming year.
 - o **Annual work plan:** Outline Title VI monitoring and review activities planned for the coming year; and indicate a target date for completion.
 - o **Accomplishment report:** List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special internal and external reviews conducted by the Title VI coordinator. List any major problem(s) identified and corrective action(s) taken. Include a summary and status report on any Title VI complaints filed with the LPA. Include a listing of complaints received against second-tier sub-recipients, if any, as well as a summary of complaints and actions taken.
10. Include Title VI compliant language in all contracts to second-tier sub-recipients.

IV. Discrimination complaint procedures – allegations of discrimination in federally assisted programs or activities

The LPA adopts the following discrimination complaint procedures for complaints relating to federally assisted transportation-related programs or activities.

1. **Filing a discrimination complaint:** Any person who believes that he or she, or any class of individuals, or in connection with any disadvantaged business enterprise, has been or is being subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et seq.; and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, has the right to file a complaint.

Any individual wishing to file a discrimination complaint must be given the option to file the complaint with the LPA, or directly with the Iowa DOT, FHWA, USDOT and U.S. Department of Justice . Complaints may be filed with all agencies simultaneously.

No individual or agency shall refuse service, discharge or retaliate in any manner against any persons because that individual has filed a discrimination complaint, instituted any proceeding related to a discrimination complaint, testified, or is about to testify, in any proceeding or investigation related to a discrimination complaint, or has provided information or assisted in an investigation.

2. **Complaint filing time-frame:** A discrimination complaint must be filed within 180 calendar days of one of the following.
 - (a) The alleged act of discrimination.
 - (b) Date when the person(s) became aware of the alleged discrimination
 - (c) Date on which the conduct was discontinued, if there has been a continuing course of conduct.

The LPA or their designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. **Contents of a complaint:** A discrimination complaint must be written. The document must contain the following information.
 - a) The complainant's name and address, or other means by which the complainant may be contacted.
 - b) Identification of individual(s) or organization(s) responsible for the alleged discrimination.
 - c) A description of the complainant's allegations, which must include enough detail to determine if the LPA has jurisdiction over the complaint and if the complaint was filed timely.
 - d) Specific prohibited bases of alleged discrimination (i.e., race, color, gender, etc.)
 - e) Apparent merit of the complaint.
 - f) The complainant's signature or signature of his/her authorized representative.

In the event that a person makes a verbal complaint of discrimination to an officer or employee of the LPA, the complainant shall be interviewed by the LPA's Title VI coordinator. If necessary, the Title VI coordinator will assist the complainant in reducing the complaint to writing and then submit the written version of the complaint to the person for signature.

4. **Complaints against the LPA:** Any complaints received against the LPA should immediately be forwarded to the Iowa DOT for investigation. The LPA shall not investigate any complaint in which it has been named in the complaint. The contact information for the Iowa DOT's Title VI program is:

Iowa Department of Transportation
Office of Employee Services – Civil Rights
800 Lincoln Way
Ames, Iowa 50010
515-239-1422
515-817-6502 (fax)
dot.civilrights@iowadot.us

5. **Notice of Receipt:** All complaints shall be referred to the LPA's Title VI coordinator for review and action. Within 10 days of receipt of the discrimination complaint, the coordinator shall issue an initial written Notice of Receipt that:
 - a) Acknowledges receipt of the discrimination complaint.
 - b) Advises the complainant of his/her right to seek representation by an attorney or other individual of his or her choice in the discrimination complaint process.
 - c) Contains a list of each issue raised in the discrimination complaint.
 - d) Advises the complainant of the timeframes for processing the discrimination complaint and providing a determination.
 - e) Advises the complainant of other avenues of redress of their complaint, including the Iowa DOT, FHWA, USDOT and USDOJ.

6. **Notification of the Iowa DOT of a complaint:** The LPA shall advise the Iowa DOT within 10 business days of receipt of the complaint. Generally, the following information will be included in every notification to the Iowa DOT.
 - a) Name, address and phone number of the complainant.
 - b) Name(s) and address(es) of alleged discriminating official(s).
 - c) Basis of complaint (i.e., race, color, national origin, gender).
 - d) Date of alleged discriminatory act(s).
 - e) Date of complaint received by the LPA.
 - f) A statement of the complaint.
 - g) Other agencies (state, local or federal) where the complaint has been filed.
 - h) An explanation of the actions the LPA has taken or proposed to resolve the issue identified in the complaint.

7. **Processing a complaint and time-frame:** The total time allowed for processing the discrimination complaint is 90 calendar days from the date the complaint was filed. There is no extension available at this level. This time-frame includes 60 calendar days at the LPA level and 30 days for review at the state level, if needed.

If the complainant elects to file a complaint with both the LPA and Iowa DOT, the complainant shall be informed that the LPA has 90 calendar days to process the discrimination complaint and the Iowa DOT shall not investigate the complaint until the 90 calendar-day period has expired.

Immediately after issuance of the Notice of Receipt to the complainant (step four), the LPA's Title VI coordinator shall either begin the fact-finding or investigation of the discrimination complaint, or arrange to have an investigation conducted.

Based on the information obtained during that investigation, the coordinator shall render a recommendation for action in a Report of Findings to the head of the LPA.

8. **Alternative dispute resolution/mediation process:** The complainant must be given an invitation to participate in mediation to resolve the complaint by informal means. The LPA's Title VI coordinator shall include an invitation to mediation with the Notice of Receipt, offering the opportunity to use the alternative dispute resolution/mediation process.

If the complaint selects mediation, it allows disputes to be resolved in a less adversarial manner. With mediation, a neutral party assists two opposing parties in a dispute come to an agreement to resolve their issue. The mediator does not function as a judge or arbiter, but simply helps the parties resolve the dispute themselves.

Upon receiving a request to mediate, the LPA's Title VI coordinator shall identify or designate a mediator who must be a neutral and impartial third party. The mediator must be a person acceptable to all parties and who will assist the parties in resolving their disputes.

If the complainant chooses to participate in mediation, she or he or the designee must respond in writing within 10 calendar days of the date of the invitation. This written acceptance must be dated and signed by the complainant and must also include the relief sought.

After mediation is arranged, a written confirmation identifying the date, time and location of the mediation conference shall be sent to both parties. If possible, the mediation process should be completed within 30 calendar days of receipt of the discrimination complaint. This will assist in keeping within the 90 calendar-day time-frame of the written Notice of Final Action if the mediation is not successful.

If resolution is reached under mediation, the agreement shall be in writing. A copy of the signed agreement shall be sent to the Iowa DOT's Title VI program coordinator. If an agreement is reached, but a party to it believes his/her agreement has been breached, the non-breaching party may file another complaint. If the parties do not reach resolution under mediation, the LPA's Title VI coordinator shall continue with the investigation.

9. **Notice of Final Action:** A written Notice of Final Action shall be provided to the complainant within 60 days of the date the discrimination complaint was filed. It shall contain:
- a) A statement regarding the disposition of each issue identified in the discrimination complaint and reason for the determination.
 - b) A copy of the mediation agreement, if the discrimination complaint was resolved by mediation.
 - c) A notice that the complainant has the right to file a complaint with the Iowa DOT, FHWA, USDOT or USDOJ within 30 calendar days after the Notice of Final Action, if she or he is dissatisfied with the final action on the discrimination complaint.

The LPA's Title VI coordinator shall provide the Iowa DOT's Title VI program coordinator with a copy of this decision, as well as a summary of findings upon completion of the investigation. Should deficiencies be noted in the implementation of these discrimination complaint procedures by the LPA, the Iowa DOT's Title VI program coordinator will work in conjunction with the LPA's Title VI coordinator to review the information and/or provide technical assistance in the discrimination complaint process, mediation process, and/or investigation.

10. **Corrective action:** If discrimination is found through the process of a complaint investigation, the respondent shall be requested to voluntarily comply with corrective action(s) or a conciliation agreement to correct the discrimination.
11. **Confidentiality:** LPA and Iowa DOT Title VI program coordinators are required to keep the following information confidential to the maximum extent possible, consistent with applicable law and fair determination of the discrimination complaint.
- a) The fact that the discrimination complaint has been filed.
 - b) The identity of the complainant(s).
 - c) The identity of individual respondents to the allegations.
 - d) The identity of any person(s) who furnished information relative to, or assisting in, a complaint investigation.
12. **Record keeping:** The LPA's Title VI coordinator shall maintain a log of complaints filed that alleged discrimination. The log must include:
- a) The name and address of the complainant.
 - b) Basis of discrimination complaint.
 - c) Description of complaint.
 - d) Date filed.
 - e) Disposition and date.
 - f) Any other pertinent information.

All records regarding discrimination complaints and actions taken on discrimination complaints must be maintained for a period of not less than three years from the final date of resolution of the complaint.

V. Sanctions

In the event the LPA fails or refuses to comply with the terms of this agreement, the Iowa DOT may take any or all of the following actions.

- a) Cancel, terminate or suspend this agreement in whole or in part.
- b) Refrain from extending any further assistance to the LPA under the program from which the failure or refusal occurred, until satisfactory assurance of future compliance has been received from the LPA.
- c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the LPA.
- d) Refer the case to the USDOJ for appropriate legal proceedings.

IOWA DEPARTMENT OF TRANSPORTATION

COUNTY of STORY, IA

Signature

Steven F Kerber, Civil Rights Bureau, AAO2, IA DOT

Printed Name and Title

Date



Signature

Latifah Faisal, Chairperson, County of Story, IA

Printed Name and Title

5.24.22

Date

Title VI Non-discrimination Policy Statement

The COUNTY of STORY, IA, hereinafter referred to as the LPA, hereby assures that no person shall on the grounds of race, color, national origin, gender, age or disability, as provided by Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. The LPA further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, regardless of whether those programs and activities are federally funded.

It is the policy of the LPA to comply with Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e; Age Discrimination Act of 1975, 42 U.S.C. §§ 6101-6107; Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, 42 U.S.C. §§ 4601-4655; 1973 Federal Aid Highway Act, 23 U.S.C. § 324; Title IX of the Education Amendments of 1972, Pub. L. No. 92-318, 86 Stat. 235; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 *et seq*; Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28; Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq*.; Title VIII of the Civil Rights Act 1968, 42 U.S.C. §§ 3601-3631; Exec. Order No. 12898, 59 Fed. Reg. 7629 (1994) (Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations); and Exec. Order No. 13166, 65 Fed. Reg. 50121 (2000) (Improving Access to Services for Persons with Limited English Proficiency).

The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of federal-aid recipients, subrecipients and contractors/consultants, regardless of whether such programs and activities are federally assisted.

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112, 87 Stat. 355, the LPA hereby gives assurance that no qualified disabled person shall, solely by reason of disability, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this federal financial assistance.

The LPA also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. In addition, the LPA will take reasonable steps to provide meaningful access to services for persons with LEP. The LPA will, where necessary and appropriate, revise, update and incorporate nondiscrimination requirements into appropriate manuals, directives and regulations.

In the event the LPA distributes federal-aid funds to a second-tier subrecipient, the LPA will include Title VI language in all written agreements.

The LPA's Director of Internal Operations and HR, COUNTY of STO, is responsible for initiating and monitoring Title VI activities, preparing reports and performing other responsibilities, as required by 23 C.F.R. § 200 and 49 C.F.R. § 21.

Signature

Latifah Faisal, Chairperson, County of Story, IA

Printed Name and Title

Date

The United States Department of Transportation (USDOT)

Standard Title VI/Non-Discrimination Assurances

DOT Order No. 1050.2A

The COUNTY of STORY, IA (herein referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the **Federal Highway Administration (FHWA)**, is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including the FHWA.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted **Federal Highway Program**:

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **Federal Highway Programs** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The COUNTY of STORY, IA _____, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal

financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

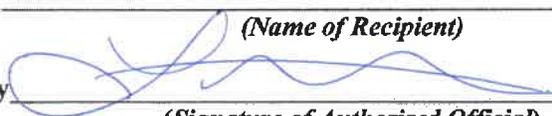
By signing this ASSURANCE, COUNTY of STORY, IA also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

COUNTY of STORY, IA gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the **Federal Highway Program**. This ASSURANCE is binding on Iowa, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the **Federal Highway Program**. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

COUNTY of STORY, IA

(Name of Recipient)

by



(Signature of Authorized Official)

DATED 5.24.22

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, **Federal Highway Administration**, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the **Federal Highway Administration** to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the **Federal Highway Administration**, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the **Federal Highway Administration** may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the **Federal Highway Administration** may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

APPENDIX B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the Department of Transportation as authorized by law and upon the condition that the COUNTY of STORY, IA will accept title to the lands and maintain the project constructed thereon in accordance with laws of the state of Iowa, the Regulations for the Administration of **Federal Highway Program**, and the policies and procedures prescribed by the **Federal Highway Administration** of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the COUNTY of STORY, IA all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto COUNTY of STORY, IA and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the COUNTY of STORY, IA, its successors and assigns.

The COUNTY of STORY, IA, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the COUNTY of STORY, IA will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

APPENDIX C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the COUNTY of STORY, IA pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add “as a covenant running with the land”] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, COUNTY of STORY, IA will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the COUNTY of STORY, IA will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the COUNTY of STORY, IA and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by COUNTY of STORY, IA pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, COUNTY of STORY, IA will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, COUNTY of STORY, IA will there upon revert to and vest in and become the absolute property of COUNTY of STORY, IA and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

COUNTY of STORY, IA
Title VI Notice to the Public

Story County hereby gives public notice that it is the policy of the county to assure full compliance with Title VI of the Civil Rights Act of 1964, related statutes and regulation provide that no person shall on the ground of race, color, national origin, gender, age or disability be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The Civil Rights Restoration Act of 1987 amended Title VI to specify that entire institutions receiving federal funds, whether schools, colleges, government entities, or private employers, must comply with Federal civil rights laws, rather than just the programs or activities that receive federal funds.

We are also concerned about the impacts of our programs, projects and activities on low income and minority populations (“Environmental Justice”) under Title VI. Any person who believes that they are being denied participation in a project, being denied benefits of a program, or otherwise being discriminated against because of race, color, national origin, gender, age, or disability, may contact:

Alissa Wignall
County of Story, IA
515-382-7204

Civil Rights Coordinator – IA DOT
Bureau of Civil Rights
800-262-0003 or 515-239-1304

YOU SHOULD CONTACT THE ABOVE INDIVIDUAL OR IOWA DOT OFFICE AS SOON AS POSSIBLE BUT NO LATER THAN 180 DAYS AFTER THE ALLEGED DISCRIMINATION OCCURRED, OR IF THERE HAS BEEN A CONTINUING COURSE OF CONDUCT, NO LATER THAN 180 DAYS AFTER THE ALLEGED DISCRIMINATION WAS DISCONTINUED. CONTACT THE CIVIL RIGHTS COORDINATOR TO GET MORE INFORMATION ON THE IOWA DOT’S TITLE VI PROGRAM.

BOARD OF SUPERVISORS RESOLUTION NO. 22-87

RESOLUTION TO ABATE TAXES ASSESSED AGAINST SAID MOBILE HOME

WHEREAS, the following mobile home was located at 511 E 1st St Lot 40, Huxley, Iowa, a/k/a New Horizons Mobile Home Court, Story County, Iowa; and,

WHEREAS, said mobile home has been removed from the park without the treasurer's knowledge; and,

WHEREAS, said mobile home has delinquent taxes in the amount of \$104.00; and,

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

NOW, THEREFORE BE IT RESOLVED, that all delinquent taxes on the following mobile home are hereby abated. The county treasurer is directed to strike from the tax book the delinquent taxes that are in reference to said mobile home.

Tristan Holden

Vin #4E301169H

Title #85AD03043

APPROVED this 24th day of May, 2022


Chairperson, Board of Supervisors

Attest: 
County Auditor

ROLL CALL Latifah Faisal Yea Nay Absent
FOR ALLOWANCE Lisa Heddens Yea Nay Absent
 Linda Murken Yea Nay Absent

ALLOWED BY VOTE
OF BOARD Yea 3 Nay 0 Absent 0


CHAIRPERSON Above tabulation made by 

Jennifer L. DeVries

From: Tristan Holden <tdholden97@gmail.com>
Sent: Tuesday, May 10, 2022 9:46 AM
To: Jennifer L. DeVries
Subject: Delinquent taxes on property sold

[External Sender - Please Use Caution]

Dear Story County,

Im reaching out in regards to parcel number 4E301169H located at 511 East First Street, Lot 40. I sold this property in November of 2021, at which time i cleared up all taxes owed, filed a peice of paper and informed the person helping me through the process that the property is now in Kansas and I no longer own it. So taxes from that point forward are not mine to pay. However to the best of my knowledge the trailer was removed by the new owner in December. I drove through the the trailer at this time and it was no longer there. If you have any questions im willing to help out in any way I can as i would like to get this cleared up.

Thank you,
Tristan Holden

Mobile Home Parcel: 4E301169H

Parcel: 4E301169H District: 06013 - HUXLEY CITY/ BALLARD SCH Class:

Owner: HOLDEN, TRISTAN DANIEL Legal: SKYLINE TRAILERS 1995 Title

Year: 2020 Treasurer Situs: 511 E 151 ST LOT 40

Overview	District First Half	06013 - HUXLEY
General	District Second Half	06013 - HUXLEY
Ownership	Next Year District	06013 - HUXLEY
Billed Owners	Dealer Inventory	<input type="checkbox"/>
Situs Address	Title	85AD03043
Legal	Park Code	NH - NEW HORIZ
Mobile Home	Lot	40
(0) Notes	Year	1995
(0) Certificates	Make	SKYLINE TRAILERS
(0) Advanced Payments	Model	
Charges	Real Parcel Number	
Documents	Square Feet	1,216
	Rate	0.20
	Gross Taxes	104.00
	DSC Credit Amount	0.00
	Net Taxes	104.00
	Calculation	

Call 311 235 * Full Rate 0.27 Age Factor 100% + Gross Tax 104.00

View Parcel Re-Bill Taxes

Called left message
3-15-22

Called left message
3-6-22

mobile home sold Nov. 21
 & moved to Kansas
 apparently.

Please ver. by w/ park
 manager & take
 of March
 2022
 taxes.

\$104⁰⁰ taxed Due May 22

03-03-22 AB

BOARD OF SUPERVISORS RESOLUTION NO. #22-89

RESOLUTION TO ABATE TAXES ASSESSED AGAINST SAID MOBILE HOMES DUE TO COURT ORDER

WHEREAS, the following mobile homes are located at 1603 10th St., Nevada, Iowa, also known now as Sunridge Estates Mobile Home Park, Story County, Iowa; and,

WHEREAS, said mobile homes have been awarded to the mobile home park owners by Order For Judgement by the courts; and,

WHEREAS, said mobile homes have outstanding county tax sales and/or delinquent taxes; and,

WHEREAS, said mobile homes will be dismantled and removed from the park; and,

WHEREAS, Section 648.22A, Subsection 5A of the Code of Iowa, states the home, its contents, and any other property of the defendant remaining on the premises shall become the property of the plaintiff free and clear of all rights of the defendant to the property and of all liens, claims, or encumbrances of third parties, and any tax levied pursuant to Chapter 435 may be abated by the board of supervisors. The resolution shall direct the treasurer to strike from the tax book the reference to said mobile home; and,

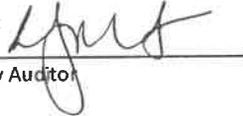
NOW, THEREFORE BE IT RESOLVED, that all delinquent taxes on the following mobile homes are hereby abated. The county treasurer is directed to strike from the tax book the delinquent taxes that are in reference to said mobile homes:

Klein, James	Vin: 0456796G	Title #85AA53427	\$1,509.00
Mailey, Sara	Vin: 202175C2424	Title #85AA90361	\$3,289.00
Ball, Sandra	Vin: 601411698VI	Title #85AA38920	\$3,665.00

APPROVED this 24th day of May, 2022.


Chairperson, Board of Supervisors

Attest:


County Auditor

ROLL CALL FOR ALLOWANCE

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

ALLOWED BY VOTE OF BOARD

Yea 3 Nay 0 Absent 0


CHAIRPERSON Above tabulation made by 

JUNKING CERTIFICATE

Certificate No. **850141085**

County **Story**

Issue Date **05/03/2022**

VIN **601411698VI**

Type **Mobile Home**

Year	1982	Make	Artcraft	Model		Style	MP
Cyl.		Fuel		Weight		GVWR	
Color	Blue			LP.		Sq. Ft.	840

Owner(s)

**Flummerfelt Enterprises Inc
837 W MAPLE AVE
NEVADA IA 502017958**

	<u>Fee</u>	<u>Penalty</u>
Title Fees	\$0.00	\$0.00
Totals	\$0.00	\$0.00

Prev. Title No./ST **85AA38920 / IA**

Date of Sale: _____
Buyer: _____
Buyer's Address: _____
Seller's Signature: _____

NOTE:

The person or persons who obtained the first Junking Certificate are the only persons allowed to request the title to this vehicle to be reinstated. After the 14 days, NO FURTHER TITLING OF THIS VEHICLE IS ALLOWED, except if the vehicle is 25 years old or older, the owner may make application for a title under the bonding procedure as provided in section 321.24.

Witness My Hand

Ted Rasmusson

County Treasurer

By: _____

Deputy

aalb



209



State of Iowa Courts

Type: ORDER FOR JUDGMENT

Case Number EQCV051407 **Case Title** HOME ACRES MOBILE HOME COURT LLC VS SANDRA BALL

So Ordered

A handwritten signature in cursive script, appearing to read "Amy M. Moore".

Amy M Moore, District Court Judge
Second Judicial District of Iowa

Electronically signed on 2020-02-24 15:04:02 page 2 of 2

County Tax Sale 2012-0172

209

Vin # 601411698V1

on Park Report = Abandoned



Story County Treasurer
 Ted Rasmusson
 900-6th Street- P.O. Box 498
 Nevada, IA 50201
 (515) 382-7330
 treasurer@storycountyia.gov

**OFFICIAL NOTICE OF
 DELINQUENT TAXES**

Parcel Number
 601411698VI

IMPORTANT TAX INFORMATION ENCLOSED

BALL, SANDRA KAY
 1603 10TH ST LOT 209
 NEVADA, IA 50201

GRAND TOTAL / DUE BY
 \$3,665.00 05/31/2022

****RETURN THIS PORTION WITH YOUR PAYMENT****

Notice of Tax Delinquency
 You are hereby notified that the below described property is delinquent in the payment of property tax and is accruing interest monthly.
 Online payments accepted at www.iowatreasurers.org

Type Parcel Legal	District	Bill Number	Due Date	Tax	Interest	Additional Costs	Total Due
2010 - County Held		12-0172	06/18/2012	\$344.00	\$826.00	\$0.00	\$1,170.00
2013 - Tax	10077	070766.0	09/30/2012	\$67.00	\$113.00	\$4.00	\$184.00
2013 - Tax	10077	070766.0	03/31/2013	\$67.00	\$107.00	\$0.00	\$174.00
2014 - Tax	10077	071033	09/30/2013	\$67.00	\$101.00	\$4.00	\$172.00
2014 - Tax	10077	071033	03/31/2014	\$67.00	\$94.00	\$0.00	\$161.00
2015 - Tax	10077	070886	09/30/2014	\$67.00	\$88.00	\$4.00	\$159.00
2015 - Tax	10077	070886	03/31/2015	\$67.00	\$82.00	\$0.00	\$149.00
2016 - Tax	10077	070879	09/30/2015	\$67.00	\$76.00	\$4.00	\$147.00
2016 - Tax	10077	070879	03/31/2016	\$67.00	\$70.00	\$0.00	\$137.00
2017 - Tax	10077	070882	09/30/2016	\$67.00	\$64.00	\$4.00	\$135.00
2017 - Tax	10077	070882	03/31/2017	\$67.00	\$58.00	\$0.00	\$125.00
2018 - Tax	10077	070900	09/30/2017	\$67.00	\$52.00	\$4.00	\$123.00
2018 - Tax	10077	070900	03/31/2018	\$67.00	\$46.00	\$0.00	\$113.00
2019 - Tax	10077	070915	09/30/2018	\$67.00	\$40.00	\$4.00	\$111.00
2019 - Tax	10077	070915	03/31/2019	\$67.00	\$34.00	\$0.00	\$101.00
2020 - Tax	10077	070932	09/30/2019	\$67.00	\$28.00	\$0.00	\$95.00
2020 - Tax	10077	070932	03/31/2020	\$67.00	\$22.00	\$0.00	\$89.00
2021 - Tax	10077	070933	09/30/2020	\$67.00	\$20.00	\$4.00	\$91.00
2021 - Tax	10077	070933	03/31/2021	\$67.00	\$14.00	\$0.00	\$81.00
2022 - Tax	10077	070944	09/30/2021	\$67.00	\$8.00	\$4.00	\$79.00
2022 - Tax	10077	070944	03/31/2022	\$67.00	\$2.00	\$0.00	\$69.00

601411698VI
 ARTCRAFT 1982 Title
 #85AA38920Park:
 HOMEACRESLot
 209BROWN/CREAM

Total \$1,684.00 Interest \$1,945.00 Additional Costs \$36.00 Total Due \$3,665.00

Deed Name(s): BALL, SANDRA KAY Situs: 1603 10TH ST LOT 209



Iowa Department of Transportation

APPLICATION FOR JUNKING CERTIFICATE

Owner 1 DL No: _____ Owner 2 DL No.: _____

Social Security No: _____ Social Security No.: _____

Owner 3 DL No: _____ Dealer License No.: D-6088

Social Security No: _____ Tracking#: _____

Owner 1: Flummerfelt Enterprises Inc Ownership: _____

Owner 2: _____

Owner 3: _____

Address: 837 W MAPLE AVE

City/State: NEVADA IA 502017958

Type: Mobile Home Make.: Buddy Year.: 1973 VIN.: 0456796G
(Vehicle Identification Number)

Previous Title No.: 85A888833 State of Issue.: IA

PLEASE READ:

A Junking Certificate issued by the county treasurer shall authorize the holder to possess, transport, or transfer by endorsement the ownership of the junked vehicle. The person or persons who obtain the first Junking Certificate are the only persons allowed to request the title to the vehicle to be reinstated. To reinstate a title, an application must be filed and the appropriate fees paid within 14 days of the date the first Junking Certificate was issued. NO FURTHER TITLING of this vehicle is allowed except if the vehicle is 25 years old or older the person may then make application for a certificate of title under the bonding procedure as provided in section 321.24.

APPLICATION IS HEREBY MADE FOR ISSUANCE OF A JUNKING CERTIFICATE

I hereby understand that NO FURTHER TITLING of this vehicle is allowed except as outlined above

Flummerfelt Enterprises Inc 5-3-22
Signature of Applicant (Owner) 1 Date

Signature of Applicant (Owner) 2 Date

Signature of Applicant (Owner) 3 Date

**IN THE IOWA DISTRICT COURT IN AND FOR STORY
COUNTY**

HOME ACRES MOBILE HOME
COURT LLC,

vs.

JAMES KLEIN,

Respondent.

CASE NO. EQCV051405

DEFAULT JUDGMENT

NOW ON THIS DATE the court is presented with the Application to find James Klein in default. The court has reviewed the file and finds that service has been completed by publication. More than 20 days have passed with no answer and Respondent is in default.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that Respondent is in default and that judgment is entered against Respondent, James Klein.

IT IS FURTHER ORDERED that Petitioner, Home Acres Mobile Home Court, LLC, may sell or otherwise dispose of the mobile home and personal property pursuant to Section 555B.9 to satisfy judgment.

IT IS SO ORDERED.

JUNKING CERTIFICATE

Certificate No. **850141087**

County **Story**

Issue Date **05/03/2022**

VIN **202175C2424**

Type **Mobile Home**

Year	1975	Make	Marshfield	Model		Style	MP
Cyl.		Fuel		Weight		GVWR	
Color	White / Gray			LP.		Sq. Ft.	938

Owner(s)

**Flummerfelt Enterprises Inc
837 W MAPLE AVE
NEVADA IA 502017958**

	Fee	Penalty
Title Fees	\$0.00	\$0.00
Totals	\$0.00	\$0.00

Prev. Title No./ST **85AA90361 / IA**

Date of Sale: _____
Buyer: _____
Buyer's Address: _____
Seller's Signature: _____

NOTE:

The person or persons who obtained the first Junking Certificate are the only persons allowed to request the title to this vehicle to be reinstated. After the 14 days, NO FURTHER TITLING OF THIS VEHICLE IS ALLOWED, except if the vehicle is 25 years old or older, the owner may make application for a title under the bonding procedure as provided in section 321.24.

Witness My Hand

Ted Rasmusson
County Treasurer

By: _____ Deputy

aalb



211



State of Iowa Courts

Type: ORDER FOR JUDGMENT

Case Number EQCV051403 **Case Title** HOME ACRES MOBILE HOME COURT LLC VS SARA MAILEY

So Ordered

A handwritten signature in cursive script, appearing to read "Amy M. Moore".

Amy M Moore, District Court Judge
Second Judicial District of Iowa

Electronically signed on 2020-02-24 14:34:48 page 2 of 2

Lot # 211

vin# 202175C3424

County
TAX Sale
20B-00197

on Park Report = Abandoned



State of Iowa Courts

Case Number
EQCV051403

Case Title
HOME ACRES MOBILE HOME COURT LLC VS SARA
MAILEY
Type: COURT REPORTER MEMORANDUM AND CERTIFICATE

So Ordered

Pamela J Hayes

Electronically signed on 2020-02-24 14:56:59

Small Claims Form 3.11: *Appearance and Answer of Defendant(s)*

In the Iowa District Court for		Story	County
<p>Plaintiff(s) Home acres mobile home court (Name) _____ _____ (Name)</p> <p style="text-align: center;">vs.</p> <p>Defendant(s) Sara mailey (Name) _____ _____ (Name)</p>	<p>Appearance and Answer of Defendant(s)</p> <p>Small Claim No. <u>EQCV051403</u></p> <p style="font-size: small;">If you need assistance to participate in court due to a disability, call the disability coordinator (information at https://www.iowacourts.gov/for-the-public/ada/). Persons who are hearing or speech impaired may call Relay Iowa TTY (1-800-735-2942). Disability coordinators cannot provide legal advice.</p>		

Check only one of the following:

- The claim is denied. Parties will receive electronic notification of the hearing time and place through the Iowa Judicial Branch Electronic Document Management System (EDMS).
- The claim is admitted. Judgment may be entered.
- The claim is admitted in part in the amount of \$ _____. Parties will receive electronic notification of the hearing time and place through the Iowa Judicial Branch Electronic Document Management System (EDMS).

1. You must electronically file this Appearance and Answer using EDMS at <https://www.iowacourts.state.ia.us/EFfile> unless you obtain from the court an exemption from electronic filing requirements.
2. If you electronically file, EDMS will serve a copy of this Appearance and Answer on Plaintiff(s) or on the attorney(s) for Plaintiff(s). The Notice of Electronic Filing will indicate if Plaintiff(s) is (are) exempt from electronic filing, and if you must mail a copy of your Appearance and Answer to Plaintiff(s).
3. You may download this form online at <https://iowacourts.state.ia.us/Efile>. Unless the court has granted you an exemption from electronic filing, you must scan and electronically file this Answer and Appearance form, or fill out and electronically file the online form, in accordance with Chapter 16 Rules Pertaining to the Use of the Electronic Document Management System.

/s/ Sara mailey
 Filing Defendant or Attorney _____

 Law firm, or entity for which filing is made, if applicable

 Mailing address
 PO BOX 87
 Telephone number
 5155091211
 Email address
 sarafrisbie@gmail.com
 Additional email address, if applicable _____

/s/ _____
 Second Defendant, if applicable

 Law firm, or entity for which filing is made, if applicable

 Mailing address
 Telephone number _____
 Email address _____
 Additional email address, if applicable _____



Story County Treasurer
 Ted Rasmusson
 900-6th Street- P.O. Box 498
 Nevada, IA 50201
 (515) 382-7330
 treasurer@storycountyiowa.gov

**OFFICIAL NOTICE OF
 DELINQUENT TAXES**

Parcel Number
 202175C2424

IMPORTANT TAX INFORMATION ENCLOSED

MAILEY, SARA NICOLE
 1603 10TH ST LOT 211
 NEVADA, IA 50201

GRAND TOTAL / DUE BY
 \$3,289.00 05/31/2022

****RETURN THIS PORTION WITH YOUR PAYMENT****

Notice of Tax Delinquency
 You are hereby notified that the below described property is delinquent in the payment of property tax and is accruing interest monthly.
 Online payments accepted at www.iowatreasurers.org

Type Parcel Legal	District	Bill Number	Due Date	Tax	Interest	Additional Costs	Total Due
2011 - County Held		2013-00197	06/17/2013	\$283.00	\$611.00	\$0.00	\$894.00
2014 - Tax	10077	071023	09/30/2013	\$75.00	\$113.00	\$4.00	\$192.00
2014 - Tax	10077	071023	03/31/2014	\$75.00	\$106.00	\$0.00	\$181.00
2015 - Tax	10077	070834	09/30/2014	\$75.00	\$99.00	\$4.00	\$178.00
2015 - Tax	10077	070834	03/31/2015	\$75.00	\$92.00	\$0.00	\$167.00
2016 - Tax	10077	070825	09/30/2015	\$75.00	\$86.00	\$4.00	\$165.00
2016 - Tax	10077	070825	03/31/2016	\$75.00	\$79.00	\$0.00	\$154.00
2017 - Tax	10077	070827	09/30/2016	\$75.00	\$72.00	\$4.00	\$151.00
2017 - Tax	10077	070827	03/31/2017	\$75.00	\$65.00	\$0.00	\$140.00
2018 - Tax	10077	070848	09/30/2017	\$75.00	\$59.00	\$4.00	\$138.00
2018 - Tax	10077	070848	03/31/2018	\$75.00	\$52.00	\$0.00	\$127.00
2019 - Tax	10077	070863	09/30/2018	\$75.00	\$45.00	\$4.00	\$124.00
2019 - Tax	10077	070863	03/31/2019	\$75.00	\$38.00	\$0.00	\$113.00
2020 - Tax	10077	070880	09/30/2019	\$75.00	\$32.00	\$0.00	\$107.00
2020 - Tax	10077	070880	03/31/2020	\$75.00	\$25.00	\$0.00	\$100.00
2021 - Tax	10077	070881	09/30/2020	\$75.00	\$23.00	\$4.00	\$102.00
2021 - Tax	10077	070881	03/31/2021	\$75.00	\$16.00	\$0.00	\$91.00
2022 - Tax	10077	070890	09/30/2021	\$75.00	\$9.00	\$4.00	\$88.00
2022 - Tax	10077	070890	03/31/2022	\$75.00	\$2.00	\$0.00	\$77.00
Total				\$1,633.00	\$1,624.00	\$32.00	\$3,289.00

202175C2424
 MARSHFIELD 1975 Title
 #85AA90361Park:
 HOMEACRESLot
 211WHITE/GRAY

Deed Name(s): MAILEY, SARA NICOLE

Situs: 1603 10TH ST LOT 211

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared by Leanne Harter, Story County, 900 6th St., Nevada, Iowa 50201 515-382-7247

RESOLUTION #22-88
RESOLUTION OF THE BOARD OF SUPERVISORS OF STORY COUNTY, IOWA,
APPROVING THE 28E AGREEMENT FOR THE HEADWATERS OF THE SOUTH
SKUNK RIVER WATERSHED MANAGEMENT AUTHORITY

WHEREAS, In 2010, Iowa lawmakers passed legislation authorizing the creation of Watershed Management Authorities; and

WHEREAS, A Watershed Management Authority (WMA) is a mechanism for cities, counties, Soil and Water Conservation Districts (SWCDs) and stakeholders to cooperatively engage in watershed planning and management; and

WHEREAS, Story County initially joined the Headwaters of the South Skunk River Watershed Management Authority in 2018 and desires to enter into a new Agreement establishing the Watershed Management Authority within the Headwaters of the South Skunk River to enable cooperation in watershed planning and improvements pursuant to Iowa Code Chapter 466B.23; and

WHEREAS, Chapter 28E of the *Code of Iowa* provides the authority for public agencies to enter into agreements for their mutual advantage; and

NOW THEREFORE BE IT RESOLVED, the Chair of the Board of Supervisors is hereby authorized to sign and execute the Agreement for the Headwaters of the South Skunk River Watershed Management Authority Agreement Between Story County, Hamilton County, Hardin County, City of Ames, City of Story City, City of Roland, City of Randall, City of Jewell, City of Ellsworth, Story County Soil and Water Conservation District, and Hamilton County Soil and Water Conservation District, a copy of which is attached hereto and incorporated herein by this reference; and

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

Dated this 24th day of May 2022.


Chairperson, Board of Supervisors

Attest:


County Auditor

ROLL CALL
FOR ALLOWANCE

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

ALLOWED BY VOTE
OF BOARD

Yea 3 Nay 0 Absent 0


CHAIRPERSON Above tabulation made by 

DO NOT WRITE IN THE SPACE ABOVE – RESERVED FOR RECORDER

Prepared by: Leanne Lawrie Harter, County Outreach and Special Projects Manager, 900 6th Street, Nevada, Iowa
50201 515-382-7247

Return to: Leanne Lawrie Harter, 900 6th Street, Nevada, Iowa 50201

**Headwaters of the South Skunk River Watershed Management Authority Agreement
Between Story County, Hamilton County, Hardin County, City of Ames, City of Story City, City of
Roland, City of Randall, City of Jewell, City of Ellsworth, Story County Soil and Water
Conservation District, and Hamilton County Soil and Water Conservation District.**

This Joint and Cooperative Agreement (hereinafter referred to as the “Agreement”) is entered into pursuant to the authority of the *Code of Iowa*, Chapter 28E on this 24th day of May, 2022 by and between Story County, Hamilton County, Hardin County, City of Ames, City of Story City, City of Roland, City of Randall, City of Jewell, City of Ellsworth, Story County Soil and Water Conservation District, and Hamilton County Soil and Water Conservation District. All entities shall be referred to hereinafter as the “Cooperators”.

WHEREAS, Iowa Code section 466B authorizes two (2) or more political subdivisions, defined as including cities, counties and/or soil and water conservation districts, all of which must be located within the same United States Geological Survey Hydrologic Unit Code 8 watershed, to enter into agreement under Chapter 28E of the *Code of Iowa* to establish a watershed management authority to enable cooperation in supporting watershed planning and improvements for the mutual advantage of the political subdivisions involved; and

WHEREAS, pursuant to Iowa Code section 466B.23, a watershed management authority may perform all of the following duties:

1. Assess the flood risks in the watershed.
2. Assess the water quality in the watershed.
3. Assess options for reducing flood risk and improving water quality in the watershed.
4. Monitor federal flood risk planning and activities.
5. Educate residents of the watershed area regarding water quality and flood risks.
6. Allocate moneys made available to the authority for purposes of water quality and flood mitigation.
7. Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the authority. A watershed management authority shall not acquire property by eminent domain.

and;

WHEREAS, Story County, Hamilton County, Hardin County, City of Ames, City of Story City, City of Roland, City of Randall, City of Jewell, City of Ellsworth, Story County Soil and Water Conservation District, and Hamilton County Soil and Water Conservation District, all deem establishment of the Headwaters of the South Skunk River Watershed Management Authority (hereinafter referred to as the “Authority”), a watershed management authority encompassing all three Hydrologic Unit Code 10 (HUC 10) watersheds, to be of mutual advantage; and

WHEREAS, it is mutually desired to enter into this Agreement pursuant to *Code of Iowa* Chapter 28E for the purpose of establishing the Headwaters of the South Skunk River Watershed Management Authority to carry out watershed planning and improvements in the Headwaters of the South Skunk River Watershed.

NOW THEREFORE, it is agreed by and between the parties as follows:

SECTION 1. IDENTITY OF THE PARTIES.

- 1.1 The Counties of Story, Hamilton, and Hardin are each a municipality of the State of Iowa, organized and operating pursuant to Iowa Code section Chapter 331. Their respective addresses are:

Story County
900 Sixth Street
Nevada, Iowa 50201

Hamilton County Courthouse
2300 Superior Street, Suite 3
Webster City, Iowa 50595

Hardin County Courthouse
1215 Edgington Ave
Eldora, Iowa 50627

- 1.2 The Cities of Ames, Story City, Roland, Ellsworth, Jewell, and Randall are each a municipality of the State of Iowa, organized and operating pursuant to Iowa Code Chapter 364. Their respective addresses are:

City of Ames
515 Clark Avenue
Ames, Iowa 50010

City of Story City
504 Broad Street
Story City, Iowa 50248

City of Roland
208 N Main St./P.O. Box 288
Roland, Iowa 50236

City of Randall
PO Box 36
Randall, Iowa 50231

City of Ellsworth
1528 DeWitt St.
Ellsworth, Iowa 50075

City of Jewell
701 Main St.
Jewell, Iowa 50130

- 1.3 The Soil and Water Conservation Districts of Story and Hamilton are each a governmental division of the State of Iowa as defined in Iowa Code section 161A.3(6) and a soil and water conservation district established pursuant to Iowa Code section 161A.5(1). Their respective addresses are:

Story County SWCD
1534 Fawcett Parkway
Nevada, Iowa 50201

Hamilton County SWCD
1921 Superior Street
Webster City, Iowa 50595-3145

SECTION 2. HEADWATERS OF THE SOUTH SKUNK RIVER WATERSHED BOUNDARY

- 2.1 The area within this Agreement are those lands draining to the South Skunk River above its confluence with Ioway Creek, and shall be known as the Headwaters of the South Skunk River Watershed Boundary. This Boundary is shown in Attachment A.

SECTION 3. PURPOSE.

- 3.1 The purpose of this Agreement is to provide for the manner in which the parties shall cooperate with one another to successfully encourage, plan for, and implement watershed activities within the Headwaters of the South Skunk River Watershed, including but not limited to the following activities authorized pursuant to Iowa Code section 466B.23:
 - 3.1.1 Assess the flood risks in the watershed.
 - 3.1.2 Assess the water quality in the watershed.
 - 3.1.3 Assess options for reducing flood risk and improving water quality in the watershed.
 - 3.1.4 Monitor state and federal flood risk planning and activities.
 - 3.1.5 Educate residents of the watershed area regarding water quality and flood risks.
 - 3.1.6 Seek and allocate moneys made available to the Authority for purposes of water quality and flood mitigation.
 - 3.1.7 Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the Authority. The Authority shall not acquire property by eminent domain.

SECTION 4. NO SEPARATE ENTITY CREATED.

- 4.1 It is the intention of this Agreement that there be no new or additional legal or administrative entity created by this Agreement, nor that the inherent governmental powers of any Cooperator be affected in any way beyond the terms of this Agreement.
- 4.2 A joint board of the Cooperators known as the Headwaters of the South Skunk River Watershed Management Authority Board (the Board) shall be responsible for coordinating watershed planning and improvements. The Board shall be comprised of one appointee from each county, city, and district participating in this Agreement. Except as otherwise provided in this Agreement, the actions of the Board shall be the actions of the Authority.
- 4.3 Once established, the Board will develop governing bylaws, and from time-to-time amend such bylaws, along with operating policies and administrative procedures. The passage and/or amendment of governing bylaws, operating procedures, and administrative procedures shall be considered and decided by a 2/3 vote of the Board.
- 4.4 The Board shall comply with the Open Meeting Law (Iowa Code Chapter 21), Open Records Law (Iowa Code Chapter 22) and gender balance requirements (Iowa Code section 69.16A).

SECTION 5. DURATION.

5.1 This Agreement shall be in effect in perpetuity until terminated pursuant to Section 13.

SECTION 6. POWERS AND DUTIES.

6.1 The parties to this Agreement shall retain all powers and duties conferred by law but shall work together in the exercise of such powers and the performance of this Agreement. These powers shall not be transferred to the Authority. Each party shall be responsible for:

- 6.1.1 identifying opportunities for funding and in-kind support for the undertaking of watershed planning and improvements within the Headwaters of the South Skunk River Watershed;
- 6.1.2 identifying opportunities for infrastructure development and planning capable of assessing and mitigating flood risks in the Headwaters of the South Skunk River Watershed;
- 6.1.4 participating in educational/outreach programs regarding water quality and flood risks;
- 6.1.5 identifying opportunities for infrastructure development and planning to assess and mitigate water quality in the Headwaters of the South Skunk River Watershed;
- 6.1.6 providing support for the administration of any projects, including technical, financial and clerical, as agreed to by the Cooperators;
- 6.1.7 securing such financing, including grants, loans and the issuance of bonds of loan agreements, as determined by the respective party to be necessary or desirable to achieve the objectives of the agreement;
- 6.1.8 designing and bidding of projects;
- 6.1.9 administering contracts; and
- 6.1.10 observing construction.

SECTION 7. MANNER OF FINANCING.

- 7.1 The Board may solicit, accept and receive donations, endowments, gifts, grants, reimbursements and other such funds as necessary to support work pursuant to this Agreement. It is agreed and understood by the parties hereto that no financial obligations upon any Cooperator are intended to be created hereby.
- 7.2 No action to contribute funds by a Board member of the Authority is binding on the Cooperator that he or she represents without official approval by the governing body of that Cooperator. No Cooperator may be required to contribute funds to the Authority, except to fulfill any obligation previously made by official action by the governing body of the Cooperator.
- 7.3 The Board will review each opportunity for funding or in-kind support. After review of the opportunity, a fiscal agent will be nominated. The fiscal agent would be a Cooperator or other organization meeting the fiscal agent standards outlined in the bylaws. Should no Cooperator or other organization accept the nomination of fiscal agent for the opportunity, the opportunity will not be considered.

SECTION 8. ENTIRE AGREEMENT.

- 8.1 This Agreement represents the entire understanding among the Cooperators and no Cooperator is relying on any representation or understanding which may have been made by another Cooperator and which is not included in this Agreement.

SECTION 9. SEVERABILITY/INVALIDITY.

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

SECTION 10. GOVERNING LAW.

- 10.1 This Agreement shall be governed by and interpreted under the laws of the State of Iowa.

SECTION 11. AMENDMENTS.

- 11.1 This Agreement may be amended at any time by an affirmative vote of the majority of the governing bodies of all Cooperators. Any Cooperator desiring an amendment to this Agreement shall notify the other Cooperators of its desire, and the reasons for the request.
- 11.2 Such a request shall be in writing to the other governing bodies of the Cooperators, and shall be considered by their governing body without unreasonable delay and within no more than ninety (90) days of receipt.
- 11.3 If the request is agreed to by the other Cooperators, each Cooperator shall prepare and submit to the others a certified resolution confirming the affirmative vote of the Cooperator's governing body.
- 11.4 The Amendment shall take effect ten (10) days following receipt of the last such resolution by the other Cooperators. Amendments shall be filed and recorded with the Iowa Secretary of State within thirty (30) days of the effective date of the amendment as required by Iowa Code section 28E.8(1)(b).

SECTION 12. ADDITIONAL COOPERATORS

- 12.1 A City, County, or Soil and Water Conservation District within the Headwaters of the South Skunk River Watershed who is not a Cooperator, may request, in writing to all Cooperators, to become a Cooperator.
- 12.2 Such a request shall be considered and decided by a 2/3 vote of the Board, and shall become effective when the new Party has signed the then-current Agreement pursuant to a resolution of its governing body and requisite filing with the Iowa Secretary of State and/or County Auditor has been accomplished.

SECTION 13. TERMINATION OF AGREEMENT.

- 13.1 This agreement shall terminate upon the mutual agreement of the governing bodies of all Cooperators in the Authority. Upon termination, all property and money then owned by the Authority shall be distributed equally among its members after payment of all debts. Any funds donated under a stipulation limiting their use shall be dispersed consistent with the owner's direction. The governing body of each jurisdiction may individually terminate their participation in the agreement after providing the Authority a ninety (90) days' prior written notice of intent to terminate. Such termination shall be effective on the expiration of the ninety (90) days.

SECTION 14. EFFECTIVE DATE.

14.1 This Agreement shall take effect upon execution by the Cooperators as required by law, and filing with the Secretary of State in an electronic format.

SECTION 15. NOTICES.

15.1 Notices under this Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party designated to receive notice for each Cooperator as set forth in this Agreement. The effective date of any notice under this Agreement shall be the date of actual delivery of such notice and not the date of dispatch. The preferred means of notice shall be either actual hand delivery, certified US Mail, return receipt requested with postage prepaid thereon, or by recognized overnight delivery service, such as FedEx or UPS.

15.2 Notices shall be delivered to the following persons at each Cooperator:

- | | |
|------------------|--|
| Story County: | Chairperson, Story County Board of Supervisors
Story County Administration Building
900 Sixth Street
Nevada, Iowa 50201 |
| Hardin County: | Chairperson, Hardin County Board of Supervisors
Hardin County Courthouse
1215 Edgington Ave
Eldora, Iowa 50627 |
| Hamilton County: | Chairperson, Hamilton County Board of Supervisors
Hamilton County Courthouse
2300 Superior Street, Suite 3
Webster City, Iowa 50595 |
| Ames: | Mayor, City of Ames
City Hall
515 Clark Avenue
Ames, Iowa 50010 |

Story City: Mayor, City of Story City
504 Broad Street
Story City, Iowa 50248

Roland: Mayor, City of Roland
208 N Main St./P.O. Box 288
Roland, Iowa 50236

Randall: Mayor, City of Randall
PO Box 36
Randall, Iowa 50231

Ellsworth: Mayor, City of Ellsworth
1528 DeWitt St.
Ellsworth, IA 50075

Jewell: Mayor, City of Jewell
701 Main St.
Jewell, IA 50130

Story County Soil and Water Conservation District:
Chairperson, Story County SWCD
1534 Fawcett Parkway
Nevada, Iowa 50201

Hamilton County Soil and Water Conservation District:
Chairperson, Hamilton County SWCD
1921 Superior Street
Webster City, IA 50595-3145

SECTION 16. FILING AND RECORDING.

16.1 It is agreed that Story County will file this Agreement with the Iowa Secretary of State pursuant to the requirements of Iowa Code section 28E.8(1)(a).

SECTION 17. ENTIRE AGREEMENT.

- 17.1 This Agreement and attachments attached hereto constitute the entire Agreement, among the Cooperators and supersedes or replaces any prior agreements among the Cooperators relating to its subject matter, including but not limited to the 28E agreement filed with the Iowa Secretary of State on October 23, 2018 (Filing No. M511295).

SECTION 18. NO WAIVER.

- 18.1 The waiver or acceptance by any Cooperator of a breach or violation of any provisions of this Agreement by another cooperator shall not operate as, or be construed to be, a waiver of any subsequent breach.

SECTION 19. NO ASSIGNMENT OR DELEGATION.

- 19.1 Neither this Agreement, nor any right or obligation under it, may be assigned, transferred or delegated in whole or in part to any outside party without the prior written consent of all the Cooperators.

SECTION 20. AUTHORITY AND AUTHORIZATION.

- 20.1 Each party to this Agreement represents and warrants to the other that it has the right, power and authority to enter into and perform its obligations under this Agreement; and that it has taken all requisite actions necessary to approve the execution, delivery and performance of this Agreement, and that this Agreement constitutes a legal, valid and binding obligation upon itself in accordance with the terms of the Agreement.
- 20.2 Each Cooperator to this Agreement shall supply to the Authority a copy of the resolution by the governing body of each Cooperator as evidence of the power and authority of each Cooperator to enter into this Agreement.

SECTION 21. HEADINGS AND CAPTIONS.

- 21.1 The paragraph headings and captions set forth in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

SECTION 22. COUNTERPARTS.

- 22.1 The Cooperators agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

SECTION 23. OPERATIONS.

- 23.1 Within its available resources through funding or in-kind support, the Authority may employ one or more staff members.
- 23.2 In addition to other powers and duties, the Authority will oversee the performance of all staff members and in-kind contributions to the Authority of personnel, materials, and equipment.
- 23.3 Within its available resources through funding or in-kind support, the Authority may acquire or lease equipment and supplies necessary to its work, acquire or lease office space, acquire and manage facilities related to its work, and insure against identified risks.
- 23.4 The Authority may enter into cooperative agreements and other contracts with other agencies, entities, and individuals.
- 23.5 The Board may create committees and task forces to support its work and, within its available resources through funding or in-kind support, engage experts and consultants.

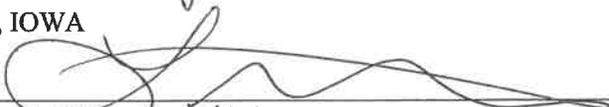
SECTION 23. SIGNATURE PAGES

- 23.1 The Cooperators agree that this Agreement has attached to it signature pages which shall be assembled and filed together with the Agreement and shall together constitute one and the same instrument. A completed copy of the Agreement with executed signature pages shall be sent to each Cooperator.

Dated this 24th day of May, 2022.

STORY COUNTY, IOWA

BY:



Board of Supervisors Chair

ATTEST:



County Auditor

Dated this ____ day of _____, 2022.

HAMILTON COUNTY, IOWA

BY:

Board of Supervisors Chair

ATTEST:

County Auditor

Dated this ____ day of _____, 2022.

HARDIN COUNTY, IOWA

BY: _____
Board of Supervisors Chair

ATTEST: _____
County Auditor

Dated this _____ day of _____, 2022.

AMES, IOWA

BY:

Mayor

ATTEST:

City Clerk

Dated this ____ day of _____, 2022.

STORY CITY, IOWA

BY:

Mayor

ATTEST:

City Clerk

Dated this ____ day of _____, 2022.

ROLAND, IOWA

BY:

Mayor

ATTEST:

City Clerk

Dated this ____ day of _____, 2022.

RANDALL, IOWA

BY:

Mayor

ATTEST:

City Clerk

Dated this ____ day of _____, 2022.

JEWELL, IOWA

BY:

Mayor

ATTEST:

City Clerk

Dated this ____ day of _____, 2022.

ELLSWORTH, IOWA

BY:

Mayor

ATTEST:

City Clerk

Dated this ____ day of _____, 2022.

STORY COUNTY SOIL AND WATER CONSERVATION DISTRICT
STORY COUNTY, IOWA

BY: _____
Chairperson

ATTEST: _____
Secretary

Dated this ____ day of _____, 2022.

HAMILTON COUNTY SOIL AND WATER CONSERVATION DISTRICT
HAMILTON COUNTY, IOWA

BY: _____
Chairperson

ATTEST: _____
Secretary

ATTACHMENT A

Headwaters of the South Skunk River WMA

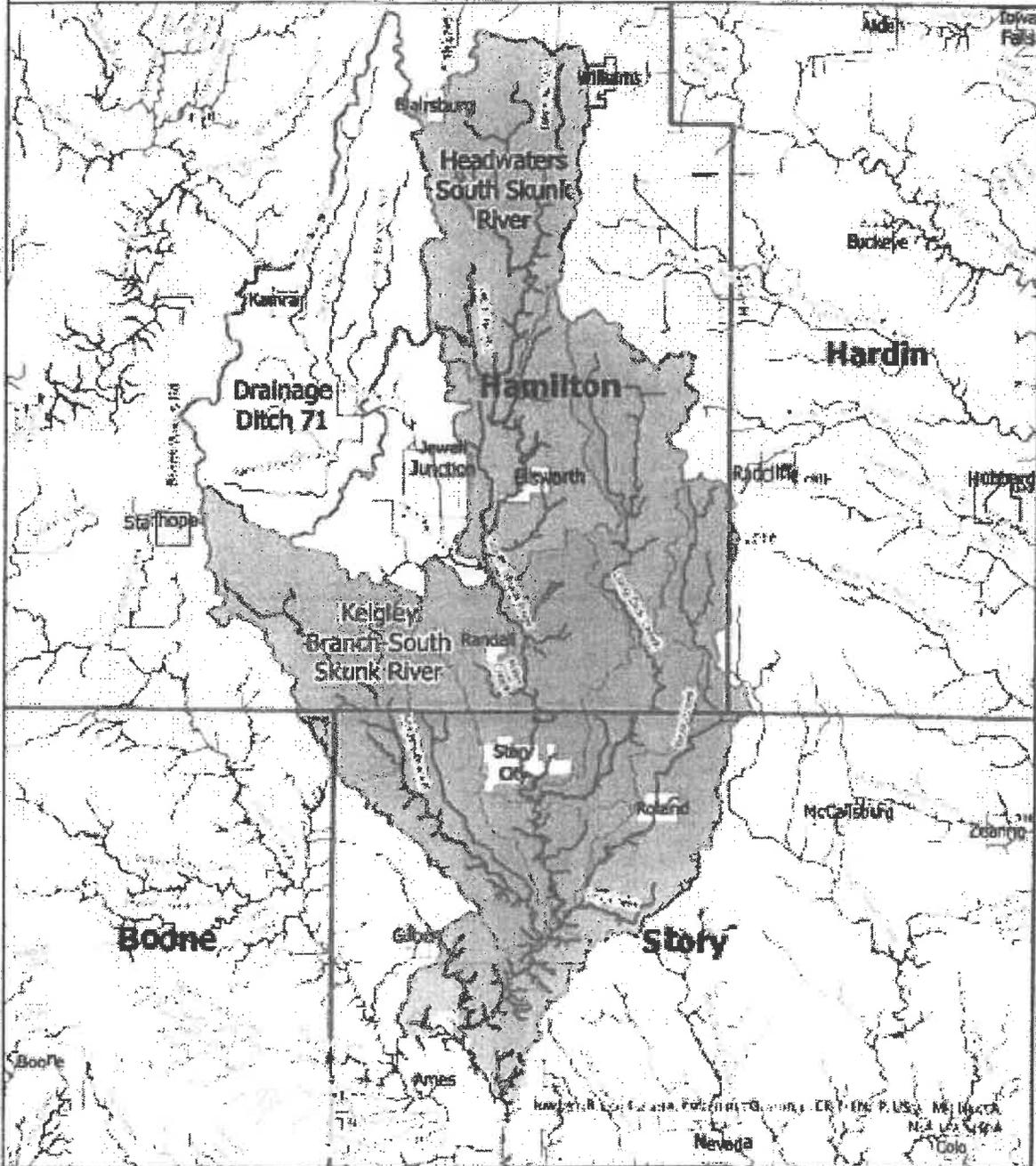
0 1 2 4 Miles



Map Prepared by
Mark Black, Story County
GIS Coordinator
Date Created: June 2008

Layer

- HUC 10 Name
-  Drainage Ditch 71
 -  Headwaters South Skunk River
 -  Keigley Branch South Skunk River
 -  Cities



Closure No. 22-43

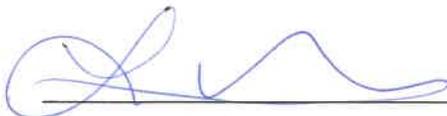
Date May 19, 2022

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction in section 9&10 Union Twp on

290th St closed between R70 (580th) and 595th



Chair, Board of Supervisors

Attest: 

County Auditor

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

ALLOWED BY VOTE OF THE BOARD
Yea 3 Nay 0 Absent 0



CHAIRPERSON Above tabulation made by 

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

Prepared By: Marcus Amman, Story County Planning and Development, 900 6th Street, Nevada, IA 50201 (515) 382-7245
Please Return to the Story County Planning & Development Department

Please return to:
Planning & Development

**STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER 22-70**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to subdivide real estate from STENSLAND, HELEN-LIFE EST, COLEGROVE, SUANNE, EVANS, HELEN, STENSLAND, JOANNE, STENSLAND, JOHN, and STENSLAND, PAUL, 1635 330th St, Sloan, IA 51055, involving real estate located at 54988 290th St, Cambridge, Iowa, 50046 in Section 12 of Palestine Township. Identified as Parcel #13-12-100-100 and hereinafter described on Attachment A and shown on Attachment B, and

WHEREAS, STENSLAND, HELEN-LIFE EST, COLEGROVE, SUANNE, EVANS, HELEN, STENSLAND, JOANNE, STENSLAND, JOHN, and STENSLAND, PAUL, 1635 330th St, Sloan, IA 51055, are the legal titleholders of said real estate, and

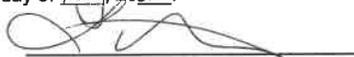
WHEREAS, it appears that all conditions and requirements prescribed by Chapter 354 and Chapter 355, *Code of Iowa*, and as prescribed by the *Story County C2C Plan* and the *Code of Ordinances, of Story County, Iowa*, have been complied with and met,

AND WHEREAS, it is the opinion of the Board of Supervisors of Story County, Iowa, that it is advisable and in the best interests of Story County, Iowa, and all persons concerned, that said Plat be approved, and accepted.

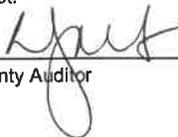
NOW, THEREFORE, BE IT RESOLVED that the Residential Parcel Subdivision Plat of the Stensland Partnership Subdivision involving real estate hereinafter described on Attachment A and shown on Attachment B being the same, is hereby approved and accepted and all acts and deeds of the said owners and grantors in the premises are hereby confirmed and approved and the real estate hereinafter described on Attachment A and shown on Attachment B shall hereinafter be known as the Stensland Partnership Residential Parcel Subdivision.

IT IS FURTHER RESOLVED that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution 22-70 to be affixed to said Final Plat upon its approval by the Board of Supervisors.

Dated this 24th day of May, 2020.


Chairperson, Board of Supervisors

Attest:


County Auditor

ROLL CALL Latifah Faisal Yea Nay Absent
FOR ALLOWANCE Lisa Heddens Yea Nay Absent
 Linda Murken Yea Nay Absent

ALLOWED BY VOTE
OF BOARD

Yea 3 Nay 0 Absent 0


CHAIRPERSON

Above tabulation made by 

ATTACHMENT A

Survey Description- Stensland Partnership Subdivision:

A Residential Parcel Subdivision of the Northwest Quarter of the Northwest Quarter of Section 12, Township 82 North, Range 24 West of the 5th P.M., Story County, Iowa, containing 40.84 acres, which includes 1.02 acres of existing public right of way.

Survey Description - Drainage Easement:

A strip of land 60.00 feet in width across part of the Northwest Quarter of the Northwest Quarter of Section 12, Township 82 North, Range 24 West of the 5th P.M., Story County, being situated 30.00 feet on each side of the following centerline: Beginning at a point on the south line of said Northwest Quarter of the Northwest Quarter which is 285.72 feet east of the Southwest Corner thereof; thence N26°51'04"W, 317.57 feet; thence N30°22'26"W, 143.83 feet; thence N17°28'45"W, 113.63 feet; thence N29°36'29"W, 72.80 feet to the west line of said Section 12, and there terminating.

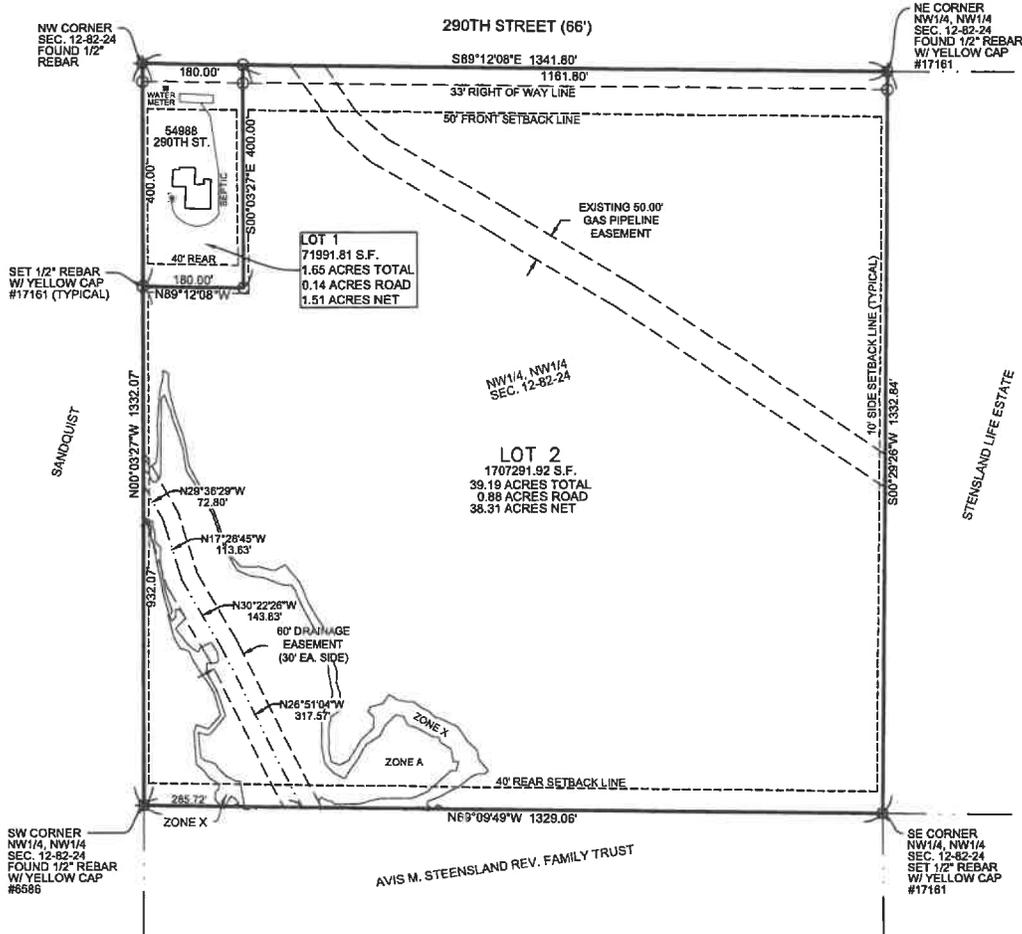
FINAL PLAT

STENSLAND PARTNERSHIP

LOCATION: RESIDENTIAL PARCEL SUBDIVISION IN THE NW1/4, NW1/4 OF SEC. 12-82-24, STORY COUNTY, IOWA

PROPRIETOR: HELEN STENSLAND LIFE ESTATE
REMAINDER: HELEN EVANS, JOANNE STENSLAND, SUANNE COLEGROVE, JOHN STENSLAND, PAUL STENSLAND

SURVEYOR: R. BRADLEY STUMBO, PLS #17161
FOX STRAND
AMES, IA 50010
515-233-0000



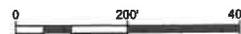
Survey Description - Stensland Partnership:
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- Notes:**
- A portion of Lot 2 of this plat lies within Zones A & X as shown on FIRM Map 19169C0286F, effective 1/15/2021. No part of Lot 1 of this plat lies within any floodplain. The BFE is 963.6' at the NW corner of the Special Flood Hazard Area.
 - Lot 1 is served by rural water and a private septic system.
 - There exists an easement for Xenia rural water facilities across the subject property, generally located within 30' of and adjacent to the ROW line, filed at Inst. No. 2020-12902. There is not enough information available to show the exact location of the easement.
 - All new lots shall require an E911 address for inhabited structures, including residences and businesses, telecommunications towers and facilities, and for any public assembly area including open-air, outdoor activities. E911 addresses shall be assigned by Story County at the request of the property owner.

Districts:
Zoning: A-1 (Agricultural)
School: Ballard SCD
Fire/Ambulance: Huxley
Utilities: Xenia, Consumers Energy
Watershed: Sugar Creek - S. Skunk River

Proprietor Address:
1635 330th St
Sloan, IA 51055



STRAND ASSOCIATES*
FOX Strand
414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103

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

R. Bradley Stumbo
R. BRADLEY STUMBO, PLS
License number 17161

My license renewal date is December 31, 2023.

5/12/22
DATE



Prepared by and Return to Cahill Law Offices, 1015 Fifth St., Nevada, IA 50201; Tele: (515)382-6571

ACKNOWLEDGMENT OF CONSENT AND DEDICATION
OF FINAL PLAT OF
STENSLAND PARTNERSHIP SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That Helen M. Evans and Michael Evans, Wife and Husband, John V. Stensland and Claudia Stensland, Husband and Wife, Paul H. Stensland, Single, Joanne K. Stensland, Single, and Suanne M. Colegrove and Jeffrey Colegrove, Wife and Husband COVENANTS that they are lawfully seized of the premises described as follows:

A Residential Parcel Subdivision in the Northwest Quarter of the Northwest Quarter of Section 12, Township 82 North, Range 24 West of the 5th P.M., Story County, Iowa, containing 40.84 acres which includes 1.02 acres of public right of way.

AND, That Helen M. Evans, John V. Stensland, Paul H. Stensland, Joanne K. Stensland and Suanne M. Colegrove., do hereby certify that the accompanying Plat of the above-described real estate to be known as Stensland Partnership Subdivision to Story County, Iowa, is with their free consent in accordance with their desire.

DATED this 10 day of December 2021.

Prepared by and Return to Cahill Law Offices, 1015 Fifth St., Nevada, IA 50201; Tele: (515)382-6571

ACKNOWLEDGMENT OF CONSENT AND DEDICATION
OF FINAL PLAT OF
STENSLAND PARTNERSHIP SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

That Helen M. Evans and Michael Evans, Wife and Husband, John V. Stensland and Claudia Stensland, Husband and Wife, Paul H. Stensland, Single, Joanne K. Stensland, Single, and Suanne M. Colegrove and Jeffrey Colegrove, Wife and Husband COVENANTS that they are lawfully seized of the premises described as follows:

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AND, That Helen M. Evans, John V. Stensland, Paul H. Stensland, Joanne K. Stensland and Suanne M. Colegrove., do hereby certify that the accompanying Plat of the above-described real estate to be known as Stensland Partnership Subdivision to Story County, Iowa, is with their free consent in accordance with their desire.

DATED this 10 day of ~~November~~ December 2021.

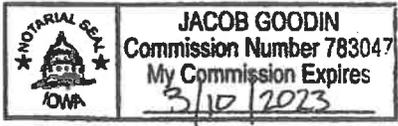
BY *John V. Stensland*
John V. Stensland

Claudia Stensland
Claudia Stensland

STATE OF IOWA :
:SS
WOODBURY COUNTY :

Subscribed and sworn to before me by John V. Stensland and Claudia this 12 day of November 2021

Jacob Goodin
NOTARY PUBLIC in and for the State of Iowa




Joanne K. Stensland

STATE OF COLORADO :
:ss
TELLER COUNTY :

Subscribed and sworn to before me by Joanne K. Stensland, this 8 day of
November 2021


NOTARY PUBLIC in and for the State of Iowa

JOEY LOPES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20214039712
MY COMMISSION EXPIRES OCTOBER 7, 2025

PUBLIC DRAINAGE EASEMENT

KNOW ALL PERSONS BY THIS INSTRUMENT:

That the undersigned Helen M. Evans and Michael Evans, Husband and Wife, John V. Stensland and Claudia Stensland, Husband and Wife, Paul H. Stensland, Single Joanne K. Stensland, Single and Suanne M. Colegrove and Jeffrey Colegrove, Husband and Wife, ("Grantors"), for good and valuable consideration does hereby grant unto Story County, Iowa ("Grantee"), and its successors and assigns, drainage easements upon, underground, over or across the following described real estate:

A strip of land 60.00 feet in width across part of the Northwest Quarter of the Northwest Quarter of Section 12, Township 82 North, Range 24 West of the 5th P.M., Story County, being situated 30.00 feet on each side of the following centerline: Beginning at a point on the south line of said Northwest Quarter of the Northwest Quarter which is 285.72 feet east of the Southwest Corner thereof; thence N26°51'04"W, 317.57 feet; thence N30°22'26"W, 143.83 feet; thence N17°28'45"W, 113.63 feet; thence N29°36'29"W, 72.80 feet to the west line of said Section 12, and there terminating. (the "Easement Area") upon the following terms and conditions:

1. Purpose of Easement Grant. The Easement herein granted shall be for the purpose of widening, improving or protecting streams located within the Easement Area, as necessary.
2. Obstructions Prohibited. Grantor and its grantees, successors, heirs, and assigns shall not erect any fence or other structure under, over, on, through, across or within the Easement Area without obtaining prior written consent of the Grantee, nor shall Grantor cause or permit any obstruction, planting or material to be placed under, over, on, through, across or within the Easement Area without obtaining prior written consent of the County.
3. Change of Grade Prohibited. Grantor and its grantees, successors, heirs, and assigns shall not change the grade, elevation or contour of any part of the Easement Area without obtaining the prior written consent of Grantee. Grantee shall have the right to restore unapproved changes without prior consent of Grantor.
4. Grantee's Rights of Access. Grantee shall have the right of access to the Easement

Area and shall have all rights of ingress and egress to the Easement Area reasonably necessary to effectuate the purposes of this Easement.

5. Restoration of Property. Grantee shall restore the Easement Area after exercising any of its rights granted herein, provided, however, Grantee's duty of restoration shall be limited to grading and replacement of grass, sod, turf, natural landscaping, and any other ground cover. Grantee shall not be responsible for any construction, reconstruction, replacement, repair or maintenance of any other improvements located within the Easement Area.
6. Easement for Benefit of Grantee. This Easement shall be for the benefit of Grantee, its successors and assigns, and its permittees and licensees. However, Grantor, their successors and assigns shall be responsible for the maintenance and upkeep of the easement.
7. Non-Exclusive Easement to Run with Land. This Easement is non-exclusive, which shall be perpetual in nature, shall run with the land, and shall be binding upon Grantor and Grantor's successors, heirs, and assigns.
8. Conditions Precedent. This Easement shall be without force or effect unless and until the Story County Board of Supervisors has provided final approval for the Easement, and has accepted the Final Plat of Stensland Partnership Subdivision, by duly executed resolution of the Board.
9. Warranty of Title. Grantor does hereby covenant with Grantee, and successors in interest, that Grantor holds the real estate by title in fee simple; that Grantor has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances except as may be above stated; and Grantor covenants to warrant and defend the real estate against the lawful claims of all persons except as may be above stated.

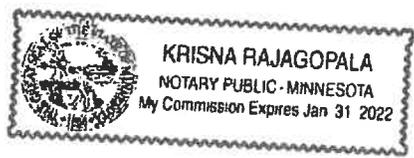
BY Suane Colegrove
Suane M. Colegrove

Jeffrey Colegrove
Jeffrey Colegrove

STATE OF MINNESOTA :
:SS
DAKOTA COUNTY :

8th Subscribed and sworn to before me by Suane M. Colegrove and Jeffrey Colegrove this
day of November 2021

Krisna Rajagopala
NOTARY PUBLIC in and for the State of ~~Iowa~~ Minnesota



Paul H. Stensland

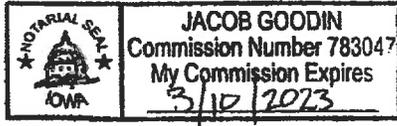
BY John V. Stensland
John V. Stensland

Claudia Stensland
Claudia Stensland

STATE OF IOWA :
:ss
WOODBURY COUNTY :

Subscribed and sworn to before me by John V. Stensland and Claudia this 12 day of November 2021

Jacob Goodin
NOTARY PUBLIC in and for the State of Iowa

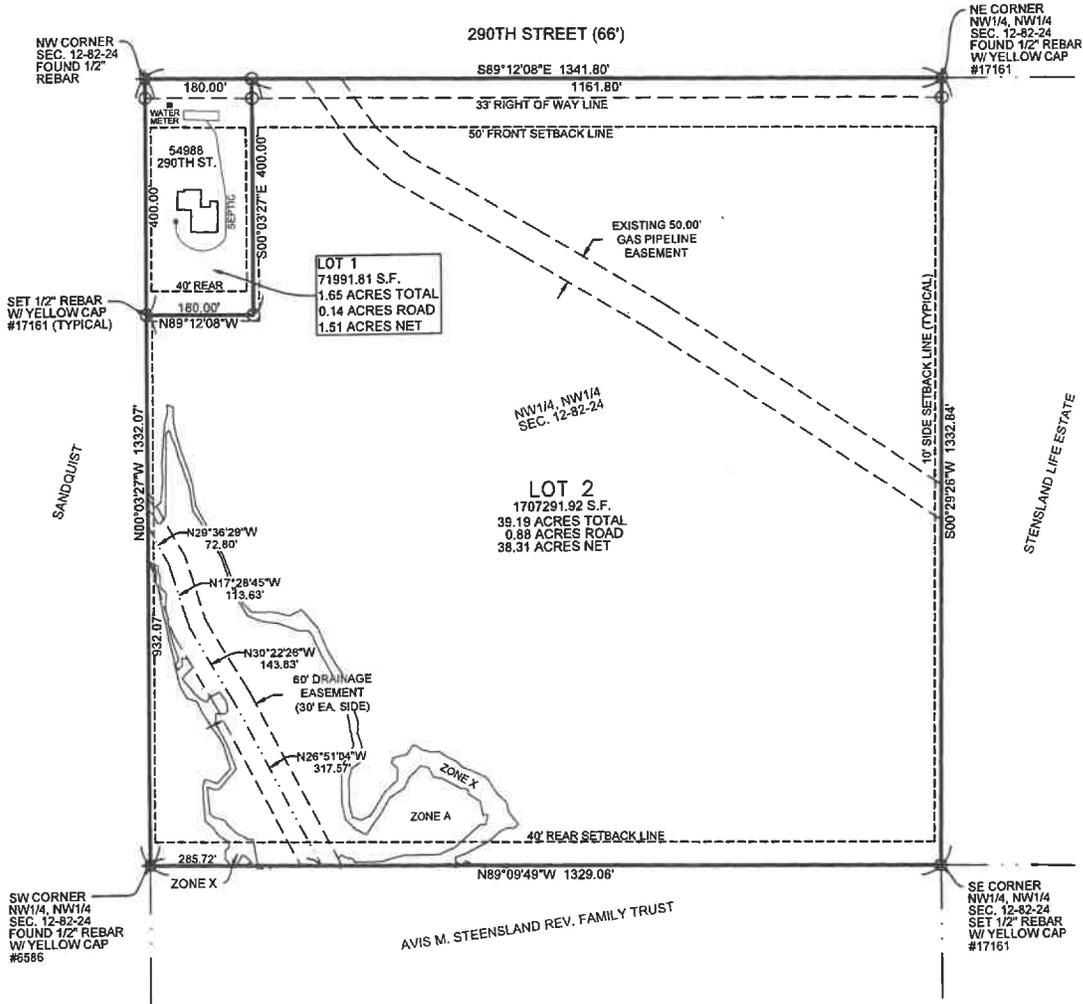


FINAL PLAT STENSLAND PARTNERSHIP

LOCATION: RESIDENTIAL PARCEL SUBDIVISION IN THE NW1/4, NW1/4 OF SEC. 12-82-24, STORY COUNTY, IOWA

PROPRIETOR: HELEN STENSLAND LIFE ESTATE
REMAINDER: HELEN EVANS, JOANNE STENSLAND,
SUANNE CEGROVE, JOHN STENSLAND, PAUL
STENSLAND

SURVEYOR: R. BRADLEY STUMBO, PLS #17161
FOX STRAND
AMES, IA 50010
515-233-0000



Survey Description - Stensland Partnership:
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- Notes:**
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Districts:
Zoning: A-1 (Agricultural)
School: Ballard SCD
Fire/Ambulance: Huxley
Utilities: Xenia, Consumers Energy
Watershed: Sugar Creek - S. Skunk River

Proprietor Address:
1635 330th St
Sloan, IA 51055



STRAND ASSOCIATES'
FOX Strand
414 South 17th Street, Suite 107
Ames, Iowa 50010
Phone: (515) 233-0000
FAX: (515) 233-0103

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

R. Bradley Stumbo

R. BRADLEY STUMBO, PLS
License number 17161
My license renewal date is December 31, 2023.

5/12/22

DATE



RESOLUTION NO. 22-031

RESOLUTION APPROVING STENSLAND PARTNERSHIP 54988 290TH STREET FINAL PLAT (STORY COUNTY SUBDIVISION TWO (2) MILE REVIEW)

WHEREAS, Stensland Partnership has submitted final plat materials for City of Huxley review for the Stensland Partnership 54988 290th Street subdivision in unincorporated Story County within two (2) miles of Huxley corporate boundary and;

WHEREAS, the Planning & Zoning Commission reviewed and recommended Council approval of the final plat at their January 17, 2022 meeting and;

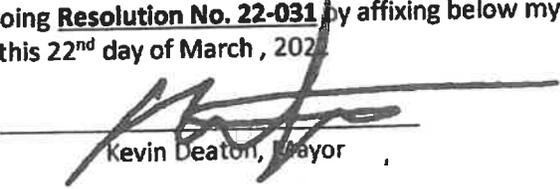
NOW, THEREFORE, IT IS RESOLVED by the City Council of the City of Huxley, Iowa, as follows:
Approval of the Stensland Partnership 54988 290th Street Final Plat as presented.

Roll Call	Aye	Nay	Absent
Kevin Thompson	X	—	—
David Kuhn	X	—	—
Rory Echer	X	—	—
Niko Pilcher	X	—	—
Tracey Roberts	X	—	—

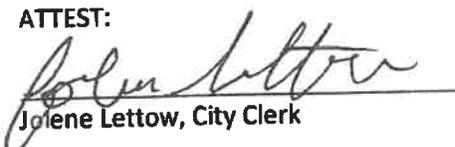
PASSED, ADOPTED AND APPROVED this 22nd day of March 2022.

APPROVAL BY MAYOR

I hereby approve the foregoing **Resolution No. 22-031** by affixing below my official signature as Mayor of the City of Huxley, Iowa, this 22nd day of March, 2022.


Kevin Deaton, Mayor

ATTEST:


Jolene Lettow, City Clerk

MY COMMISSION EXPIRES
COMMISSION NUMBER 282038
RACHEL BRAZELTON



Staff Report

Board of Supervisors

Date of Meeting:
May 17, 2022

Case Number SUB22-000001
Residential Parcel Subdivision
Stensland Partnership Subdivision
Resolution No. 22-70

APPLICANT:

Mike Evans
54988 290th St
Cambridge, IA 50046

STAFF PROJECT MANAGER:

Marcus Amman, Planner

SUMMARY:

A residential parcel subdivision request for Parcel #13-12-100-100 to reconfigure the parcel into two lots: proposed Lot 1, 1.51-net acres, containing the existing dwelling, and proposed Lot 2, 38.31-net acres, containing land in row crop production. Proposed Lot 1 will contain the homesite and Lot 2 will stay in agricultural production. There is a stream on Lot 2 and a 60 foot easement has been granted. Both lots have existing accesses located on 290th Street, a gravel county road. Planning and Development staff recommend approval of the proposed Residential Parcel Subdivision Plat.





Property Owner

Stensland, Helen-Life Est
Colegrove, Suanne
Evans, Helen
Stensland, Joanne
Stensland, John
Stensland, Paul

Parcel Identification Number(s)

13-12-100-100

Size of Area

39.00 net acres

Location of Subdivision

Palestine Township (Section 12, Township 82, Range 24) NW NW

Districts

A-1 Agricultural District
Huxley Fire
Ballard School District
Xenia Water
Consumers Energy
Huxley Ambulance
S Skunk River -- Watershed

Current and Future Land Use

Both proposed Lot 1 and 2 are currently zoned for A-1 Agricultural. The C2C Plan Future Land Use map shows Lot 1 and Lot 2 as Agricultural Conservation Area. Principles for Agricultural Conservation Area designation include to encourage high-value agriculture lands to remain in production, direct non-agricultural development to other C2C Plan Designations, and limit conflicts between agricultural uses, residences, and other uses.

A residential parcel subdivision is limited to yielding two lots and once approved, no further residential parcel subdivisions can take place to create additional buildable lots. These requirements for a residential parcel subdivision help preserve agricultural land.

There is floodplain located in the southwestern portion of Lot 2. An easement of 60 feet has been granted across the drainage area. There is natural resource area on Lot 2 around the stream. There are no current plans to develop Lot 2 and development would be limited to uses permitted in the A-1 Agricultural District (e.g. one single-family dwelling).



Applicant's Property and Current Surrounding Land Use

The property is located in Palestine Township. It is within 2 miles of the corporate limits of the City of Huxley. Huxley took action to approve the proposed subdivision.

Adjacent properties include:

North

A 32.83 net-acre parcel in the A-1 Agricultural zoning district under common ownership with the subject property. This parcel is in row crop production.

A 3.3 net-acre parcel in the A-1 Agricultural zoning district under common ownership with the subject property. This parcel is in row crop production.

A 2.87 net-acre parcel in the A-1 Agricultural zoning district. This parcel is owned by the buyers of Lot 1 (EVANS, HELEN M & MICHAEL D), who are also part owners of the subject property. This parcel contain a farmstead and agricultural buildings.

There is also a 1.38 net-acre parcel to the northwest that contains a dwelling and is owned by EVANS, JAMES R, and a 39 net-acre parcel to the northwest under common ownership with the subject property and in row crop production.

East

A 39.00 net-acre parcel and a 40 acre parcel in the A-1 Agricultural zoning district under common ownership with the subject property. This parcel is in row crop production.

South

Two 40.00 net-acre parcels in the A-1 Agricultural zoning district. They ares owned by STEENSLAND, AVIS M REVOCABLE FAMILY TRUST and are in row crop production.

West

A 39.00 net-acre parcel in the A-1 Agricultural Zoning district. This parcel is owned by SANDQUIST, GEORGE ROBERT. This parcel is in row crop production.

There are thirty four (34) parcels located within a half mile of the property. Of those parcels, six (6) contain a single-family dwelling. Twenty three (23) parcels within the half mile of the property meet or exceed the minimum 35-acre requirement to construct a single-family dwelling in the A-1 Agricultural Zoning District.

Applicable Regulations – Story County Land Development Regulations

87.07 RESIDENTIAL SUBDIVISION PLAT



1. A subdivision may be submitted for review and approval as a residential parcel subdivision plat when all of the following are true:
 - a. The development lots created by the subdivision are intended to be used for residential purposes;
 - b. Only two development lots may be created;
 - c. The Assessment Property Record Card for the property shall show a single-family dwelling and/or farmstead as defined in Section 85.08, in existence;
 - d. The subdivision includes no land set apart for new streets, alleys, parks, dedicated open space, school property or public use;
 - e. The subdivision lies wholly within the A-1. For parcels located within the boundaries of the *Ames Urban Fringe Plan*, the subdivision must be both zoned A-1 Agricultural and lie wholly within the Rural Service and Agricultural Conservation Area designation;
 - f. Both development lots (created by the residential Parcel Subdivision Plat) shall contain a minimum of one acre (net) each. All side and rear yard setback requirements must be met
 - g. All resulting development lots shall have access to an adjoining public roadway by actual road frontage or easement
 - h. No variances from subdivision or zoning standards shall be granted in order to accomplish the Residential Parcel Subdivision Plat.
 - i. The existing parcel shall not have been created through a previously approved Residential Parcel Subdivision Plat.

Commentary

The following comments are part of the official record of the proposed Residential Subdivision Plat – **Stensland Partnership Subdivision, Case No. SUB22-000001**. If necessary, conditions of approval may be formulated based on these comments.

Comments from the Interagency Review Team

The application materials were forwarded to the members of the Interagency Review Team on January 11, 2022, and the following applicable comments were received.

Story County Engineer

There is an error on the top of the plat, the township and range are wrong.

Story County Environmental Health

Lot 1 as shown has an existing septic system - no portions of the system extend beyond the boundaries.



Story County Assessor

No Comments

Story County Conservation

No comments.

Story County Auditor

The Story County Auditor's Office has no comments regarding the proposed subdivision.

Story County Planning & Development Department

1. Please provide a Certificate of County Treasurer
2. Please provide a Consent/Dedication from the mortgagee.
3. Are there any restrictive covenants proposed?
4. Please provide reasoning for the residential parcel subdivision request. What are the current and future land use purposes for Lot 1 and Lot 2? Will Lot 2 continue to be farmed?
5. The City of Huxley will need to review this plat as a city within two miles. The Board of Supervisors will review the plat after the city has acted.
6. In the legal description for the drainage easement, one mention of the Northwest Quarter should be removed—it is repeated three times, instead of just twice. This error was repeated on the drainage easement document. Please provide an updated drainage easement document.
7. The drainage easement contains an error under #8, Conditions Precedent: it list the subdivision as Rasmusson Acres Subdivision, rather than Stensland Partnership Subdivision.
8. John V. Stensland's last name is misspelled on the drainage easement document, the consent to platting documents, and the attorney title opinion.
9. The districts on the plat need to be updated. Fire: Huxley Ambulance: Huxley Utilities: Xenia, Consumers Energy Watershed: Sugar Creek - South Skunk River
10. Please correct the township/range at the top of the plat. It should be 12-82-24 but is 12-84-22.
11. Please include the proprietor address on the plat
12. Please add that the base flood elevation is 963.6' at the northwest corner of the Special Flood Hazard Area (SFHA) to the note on the plat about the floodplain.
13. We conduct a site review prior to presenting the proposed subdivision to the Board of Supervisors. Property owners do not need to meet us on the site, but we will take pictures of the property.
14. Any development in the floodplain requires a floodplain permit. "Development" means any manmade change to improved or unimproved real estate, including (but not limited to) building or other structures, mining, dredging, filling, grading, paving, excavation, drilling operations, or storage of materials and/or equipment. "Development" does not include minor projects or routine maintenance of existing structures and facilities, as defined in the ordinance. It also does not include gardening, plowing, and/or similar practices that do not involve filling, grading, and/or excavating.
15. Once all changes have been made to the final plat and we have received responses to the questions for the property owner, please provide the originals of the Consent to Platting documents, Treasurer's Certificate, Title Opinion, etc. The originals will be provided to the Recorder's office if the subdivision is approved by the Board of Supervisors.



Comments from the General Public

Notification letters were mailed to surrounding property owners within a ¼ mile of the subject property regarding the public meeting on the subdivision request on May 10, 2021.

No comments were received as of the writing of this report.

Comments from Cities within Two Miles

The City of Huxley is located within two miles. The city received copies of the proposed residential parcel subdivision.

City of Huxley approved of the subdivision request on March 22, 2022 Resolution No. 22-031.

Analysis

Points to consider in evaluating the applicant's request to divide their property through the Residential Subdivision Plat process to create two (2) lots for residential use.

1. The property owner proposes to reconfigure their parcel totaling 39.00 net acres to separate the dwelling from the rest of the farm land.
2. There are no current plans to develop the Lot 2.
3. An access exists for both Lot 1 and Lot 2.
4. All requirements for a Residential Subdivision Plat in Section 87.07 of the Story County Land Development Regulations are met.
5. There are a total of 34 parcels located within a quarter mile of the subject property. Of the 34 properties, 6 contain single-family dwellings.
6. Additional divisions of the lots created with Residential Parcel Subdivisions are not permitted in the zoning district/

Alternatives

Story County Planning & Development Staff recommend the approval of the Stensland Partnership Residential Parcel Subdivision, as proposed (alternative #1).

1. **The Story County Board of Supervisors approves Resolution #22-70, the Residential Parcel Subdivision Plat – Stensland Partnership Subdivision as submitted.**
2. The Story County Board of Supervisors approves Resolution #22-70, the Residential Parcel Subdivision Plat – Stensland Partnership Subdivision, with conditions.
3. The Story County Board of Supervisors denies Resolution #22-70, the Residential Parcel Subdivision Plat – Stensland Partnership Residential Subdivision as submitted.
4. The Story County Board of Supervisors tables the decision on Resolution #22-70, the Residential Parcel Subdivision Plat – Stensland Partnership Subdivision and directs the applicant to address specific areas for additional information, review and/or modifications, and to work with staff to place the subdivision plat back on the Board of Supervisor's agenda.

CAHILL LAW OFFICES

DONALD L. NELSON (1922-1984)

THOMAS J. CAHILL

JOSEPH R. CAHILL

1015 5TH STREET
POST OFFICE BOX 88
NEVADA, IOWA 50201

TELEPHONE (515) 382-6571

FAX (515) 382-4338

September 21, 2021

Michael and Helen Evans
55134 290th St
Cambridge IA 50046

RE: Title Opinion

Greetings:

At your request we have examined the Abstract of Title, prepared by Abstract and Title Services of Story County, consisting of 96 entries down to and including the 26th day of August 2021, to the following described real estate located in Story County, Iowa, to-wit:

A Residential Parcel Subdivision in the Northwest Quarter of the Northwest Quarter of Section 12, Township 82 North, Range 24 West of the 5th P.M., Story County, Iowa, containing 40.84 acres which includes 1.02 acres of public right of way.

I am of the opinion that the Abstract shows on the date of continuation thereof good and merchantable title to the above-described real estate in fee simple in Helen M. Evans, John V. Stensland, Paul H. Stensland, Joanne K. Stensland and Susanne M. Colegrove.

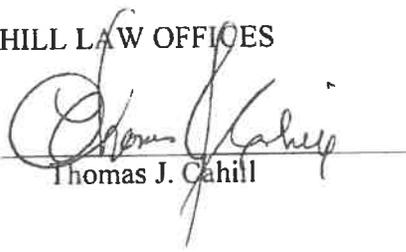
Entry number 88 shows a mortgage in favor of South Story Bank & Trust dated August 1, 2020 and recorded as Instrument No. 20-09797.

We find no tax liens or other encumbrances against the above-described real estate.

Yours truly,

CAHILL LAW OFFICES

BY


Thomas J. Cahill

TJC:

Prepared by and Return to Cahill Law Offices, 1015 5th St., Nevada, IA 50201; Tele: (515) 382-6571
CERTIFICATE OF COUNTY TREASURER

I, TED RASMUSSEN, do hereby CERTIFY that I am the Treasurer of Story County, Iowa. I further CERTIFY that the real estate described as follows, to-wit:

A Residential Parcel Subdivision of the Northwest Quarter of the Northwest Quarter of Section 12, Township 82 North, Range 24 West of the 5th P.M., Story County, Iowa, containing 40.84 acres, which includes 1.02 acres of existing public right of way.

Parcel Number 13-12-100-100 is free from taxes at the time of this Certification.

DATED at Nevada, Story County, Iowa, this 4th day of May 2022.



Ted Rasmussen
Treasurer of Story County, Iowa

By Ardis A. Baldwin, Finance Deputy

**STORY COUNTY CONSERVATION
QUARTERLY REPORT
May 24, 2022
Michael D. Cox, Conservation Director**

Hickory Grove Park

- The lake is now full. The beach house will be open as soon as we are able to hire seasonal staff for it. The boat launches are open to canoes and kayaks. We are adjusting the boat docks and will open the boat ramps as soon as docks are adjusted.
- We are awaiting execution of the 28E by Iowa Regional Utility Association. Design of the in-park wastewater facility will commence immediately following execution.

McFarland Park

- Lake renovation plans are being developed. The lake has not been dredged since construction in the 70's. Sedimentation is a phosphorus source and is limiting aquatic life. Renovation will include a sediment catchment forebay, a canoe and kayak launch, shoreline armoring, a fishing jetty and several shoreline access areas. Public opinion has been sought. Plans are currently at the 75% design review level.

Heart of Iowa Nature Trail

- A grant application has been submitted for the Destination Iowa program to pave the trail from 610th Avenue to Collins.
- We have been awarded a grant for paving the trail between 610th Avenue and S14.
- Paving between Cambridge and 610th Avenue is in design.

West Peterson/ Skunk River Stabilization Project

- We have contracted for improvements to the parking and beach area. This work should be completed early this summer.

Dakins Lake Primitive Campground

- Construction is underway. Larger angled sites with water/ electric are being installed. Defined primitive camping is being installed.

Sopers Mill Water Trail Access Improvements

- We have been awarded a grant from the Iowa DNR to improve the water trail access at Sopers Mill. The project will include parking area improvements and addition of a second launch point. This project is in design and awaiting a cultural review by the State Historic Preservation Office.

Water Quality

- We are surveying potential sites for edge-of-field BMP installations for the summer of 2023.
- Edge-of-field sites for 2022 are in the permit review stage.
- We are working with the City of Ames and IDALS to design a proposed wetland at Dotson. The wetland would treat water in Boone-Story #8 by pumping it from the open ditch to the wetland. When preliminary design is complete, a proposal will be made to the Drainage District Trustees. The design plan is currently being reviewed by the parties.
- Shoreline stabilization on the South Skunk River at Anderson Access is under contract and will commence soon.

Events/Environmental Education

- School field trips are in full force.

- Summer camp registrations have been filling fast. Thirty-two camp opportunities are being offered. These camps will be daytime only.
- We partnered with the IDNR and Alliant Energy on a tree distribution program called One Million Trees. More than 250 trees were distributed to area landowners.
- We are offering several water sports classes this summer designed to engage people with water recreation.
- We are offering several presentations at community libraries as part of their summer reading programs.

Natural Resources

- Work has begun on a floristic inventory at remnant prairies on pioneer cemeteries. This has been funded through a grant.
- We are working with the IDNR and other county conservation departments to establish a small seed nursery for native prairie plants.
- The environmentally sensitive area inventory is complete. We are developing a program of follow-up opportunities for landowners who wish to manage or protect their natural resources.
- We were able to conduct many prescribed prairie burns this spring including burns at Tedesco Environmental learning corridor.