

The Board of Supervisors met on 5/9/23 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](http://storycountyiowa.gov)).

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

**PUBLIC COMMENT #1:** Grant Terry, Summit Carbon Solutions, commented on the regulatory bodies and agencies for pipelines.

**PRIMARY HEALTH CARE (PHC) ANNUAL REPORT:** Natica Dunning, Dental Area Director, reported on staff, treatments and services offered, and a patient story. Nathan Simpson, Chief Operating Officer, reported on 45% increase in patients from last fiscal year, and funding.

**PROCLAMATION RECOGNIZING MAY 7-13, 2023 AS PUBLIC SERVICE RECOGNITION WEEK IN STORY COUNTY:** The Board members read the proclamation in full. Heddens moved, Murken seconded the approval of the Proclamation Recognizing May 7-13, 2023 as Public Service Recognition Week in Story County. Roll call vote. (MCU)  
**MINUTES:** 5/2/23 Minutes – Murken moved, Heddens seconded approving 5/2/23 Minutes as presented. Roll call vote. (MCU)

**CLAIMS:** 5/11/23 Claims of \$ 906,543.19 (run date 5/5/23, 32 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from CIDTF (\$2,282.48), BooSt School Ready (\$2,562.89), BooSt Early Childhood (\$20,992.29), Emergency Management (\$12,288.89), E911 (\$94,171.41), County Assessor (\$643.63), City Assessor (\$39,638.96), Central Iowa Community Services (\$683,655.27). Heddens moved, Murken seconded approving claims as presented. Roll call vote. (MCU)

Murken moved, Heddens seconded the approval of Consent Agenda as listed.

1. Renewal of Class C Liquor License for Ballard Golf & Country Club, 30608 N. Highway 69, Huxley, effective 7/12/23-7/11/24, including outdoor service and Sunday sales
2. FY23 Iowa Department of Transportation Secondary Roads Budget Amendment
3. Memorandum of Understanding (MOU) between the National Centers for Animal Health and Story County for law enforcement services, effective 5/1/23 until terminated
4. Lease Agreement between Masacaso LLC and Central Iowa Drug Task Force for office space, for \$1,800.00 a month, effective 6/1/23-5/31/25 with option to renew for up to five years with increased rate
5. Contract with Ziegler CAT Power Systems for Inspection and Service of Generator and Transfer Switch at Story County Administration Building for \$8,559.47 annually, effective 7/1/23-6/30/26
6. Sending Notice of Public Hearing on 5/30/23 for the FY23 Budget Amendment
7. Renewal for Software and Support Fees between Story County and TimeClock Plus LLC, effective 4/1/23-3/31/24, for \$5,808.00
8. Renewal Fees between Story County and Solutions, Inc. for software support, effective 7/1/23-6/30/24, for \$31,522.20
9. General Assistance Quarterly Report
10. Environmental Health Quarterly Report
11. Change the time period for the temporary closing of the Human Services Center to the public for concrete repairs to 5/15/23-5/19/23
12. Road Closure Resolution: #23-43

Roll call vote. (MCU)

**RESOLUTION #23-86, VACATION OF A UTILITY EASEMENT ON PARCEL "A" OF LOT 4 AND PART OF LOT 5 AND PARCEL "B" OF LOT 5 OF MATTHEW'S SUMMIT SUBDIVISION:** Andrea Wagner, County Planner, reported on vacation of an utility easement and reconfiguration of the shared property line between lots in order to increase the buildable footprint available. She provided site maps and reviewed the changes to the easement. Wagner reported on the County vacation regulations; the Planning and Zoning Commission recommends approval with conditions. She provided the Board with points to consider. Faisal opened the public hearing at 10:22a.m., and, hearing none, she closed the public hearing at 10:22 a.m. Heddens moved, Murken seconded approval of Resolution #23-86, Vacation of a Utility Easement on Parcel "A" of Lot 4 and Part of Lot 5 and Parcel "B" of Lot 5 of Matthew's Summit Subdivision, with conditions; vacation shall not be finalized and recorded until such time as the new public utility easement documents dedicating an easement along the new Parcel "A" and Parcel "B" boundaries are submitted and recorded. Roll call vote. (MCU)

**FIRST CONSIDERATION OF ORDINANCE NO. 310, AMENDING CHAPTER 85.08, DEFINITIONS, CHAPTER 86, DISTRICT REQUIREMENTS, CHAPTER 87, LAND DIVISION REQUIREMENTS, AND CHAPTER 88, GENERAL SITE PLANNING STANDARDS, OF THE STORY COUNTY LAND DEVELOPMENT REGULATIONS, OF THE STORY COUNTY CODE OF ORDINANCES AND CONSIDERATION OF RESOLUTION #23-92, TO AMEND THE CORNERSTON TO CAPSTONE (C2C) PLAN FUTURE LAND USE MAP:** Andrea Wagner, County Planner, reported the ordinance protects critical areas, meets C2C goals and strategies, improves language in existing code, and provides more precise mapping of critical natural resources areas. She reported on additional updates, outreach, and public comments with responses. She reported on areas covered by the ordinance, standards, protected resources, and provided a summary of how protections apply and not maintenance. Wagner reported Conservation staff reviewed the updates, integrating public feedback into the draft. She reviewed changes within other chapters, and the two Planning and Zoning Commission public hearings. The Planning and Zoning Commission recommended approval with alternative 1. Staff recommends alternative 2. Discussion took place. Amelia Schoeneman, Planning and Development Director, clarified current practices and ordinances. Murken clarified changes. Faisal opened the public hearing at 11:01 a.m. Scott Renaud, Renaud Engineering LLC, spoke against the ordinance. Alex Christiansen, Ames, expressed displeasure. Kim Christiansen, Washington Township, recommends no changes. Becky Christiansen, Washington Township, stated notification methods are lacking. Liesel Danielson, Ames, suggested returning the issue to the Planning and Zoning Commission. Faisal, hearing no further comments, closed the public hearing at 11:17 a.m. Discussion took place. Murken moved, Heddens seconded approval of First Consideration of Ordinance No. 310, amending Chapter 85 – Definitions, Chapter 86-District Requirements, Chapter 87-Land Division Requirements, and Chapter 88-General Site Planning Standards, of the Story County Land Development Regulations as presented including Resolution #23-92 to

amend the C2C Plan future land use map, and add changes as discussed and set Second Consideration for Tuesday, 5/16/23. Roll call vote. (MCU)

**FIRST CONSIDERATION OF ORDINANCE NO. 311, AMENDING CHAPTER 85, GENERAL PROVISIONS AND DEFINITIONS, AND CHAPTER 86, DISTRICT REQUIREMENTS, OF THE STORY COUNTY CODE OF ORDINANCES – LAND DEVELOPMENT REGULATIONS AMENDING AND ESTABLISHING SETBACK REQUIREMENTS FOR HAZARDOUS LIQUID PIPELINES:**

Amelia Schoeneman, Director of Planning and Development, reported amending the setback requirements for hazardous liquid pipelines. She reviewed setbacks, projected urban expansion by the Cornerstone to Capstone (C2C) Plan future land use map and the two mile radius around any city where it has review authority over for land divisions per *Code of Iowa*. She stated the two-mile area around a city is commonly used by the city to develop future land use plans. Schoeneman reported the Board could further amend provisions to include a setback of two miles from city boundaries or a setback of one-quarter mile from areas identified as Urban Expansion by the C2C Plan Future Land Use, whichever is greater. Faisal opened the public hearing at 11:26 a.m., and, hearing none, she closed the public hearing at 11:26 a.m. Heddens moved, Murken seconded approval of Ordinance No. 311 Amending Chapter 85, General Provisions and Definitions, and Chapter 86, District Requirements, of the Story County Code of Ordinances – Land Development Regulations to Amend and Establish Setback Requirements for Hazardous Liquid Pipelines including staff recommendation of a setback of one-quarter mile from mapped urban growth areas and one-quarter mile from other land uses on First Consideration and set Second Consideration for Tuesday, 5/16/23. Roll call vote. (MCU)

**REQUEST FROM AMES ECONOMIC DEVELOPMENT COMMISSION (AEDC) FOR \$50,000.00 FOR THE COLO-NESCO CHILD CARE PROJECT:** Nikki Fischer, AEDC Director of Workforce Development and Diversity, reported on not receiving a State grant; without funding, childcare will not be available. Marc Snavelly, Colo-NESCO Superintendent and Elementary Principal, reported on available care days. Fischer reported on other funding received; this is a one-time ask of \$50,000.00 over two fiscal years. Discussion took place. Murken moved, Heddens seconded approval of amending the \$50,000.00 contribution of American Rescue Plan Act funds to the Colo-NESCO Child Care Program to be considered a direct contribution over two years rather than a future ready grant match. Roll call vote. (MCU)

**REQUEST FROM CAMELOT THEATER FOUNDATION (CTF) FOR \$150,000.00:** Steve Skaggs, CTF Board Member, reported the CTF was formed to revitalize and maintain the historic Camelot Theater in the historic downtown Nevada. Restoration projects totaling \$1.8M are planned. Several grants have been secured. The City of Nevada has pledged \$150,000.00; Skaggs is requesting the County match the city's pledge. Discussion took place. Melissa Sly, CTF Board Member, reported on grants received. Christa Skaggs, Main Street Nevada, reported on Iowa Arts Council grants. Additional discussion took place. Murken stated CTF should return when more information is available. The Board concurred. No action taken.

**DESTINATION IOWA OUTDOOR RECREATION GRANT AGREEMENT WITH THE IOWA ECONOMIC DEVELOPMENT AUTHORITY:** Michael Cox, Conservation Director, reported on the funding opportunity for the Heart of Iowa Nature Trail (HOINT). The Conservation Board recommends approval. Discussion took place. Heddens moved, Murken, seconded approval Destination Iowa Outdoor Recreation Grant Agreement with the Iowa Economic Development Authority. Heddens aye, Murken aye, Faisal nay. Motion carries.

**UPCOMING AGENDA ITEMS:** Faisal reported on an upcoming item for Juneteenth.

**LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:** All Board members reported on upcoming items.

Murken moved, Heddens seconded to adjourn at 12:21 p.m. Roll call vote. (MCU)

SStory County Board of Supervisors  
Tentative Agenda  
Administration Building  
900 6th St., Nevada, IA  
5/9/23

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:**

Join from a PC, Mac, iPad, iPhone or Android device:

Please click the link below to join the webinar:

[HTTPS://US02WEB.ZOOM.US/J/81909605844?](https://us02web.zoom.us/j/81909605844?)

[PWD=NFDNVVPRZHPJB0HMEWW5VFDTVVRTZZ09](https://us02web.zoom.us/j/81909605844?pwd=NFDNVVPRZHPJB0HMEWW5VFDTVVRTZZ09)

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+13052241968,,81909605844#,,,,\*117434#

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

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626 6799 or +1 646 931 3860 or +1 929 205 6099 or +1 253 205 0468 or +1  
253 215 8782 or +1 346 248 7799 or +1 360 209 5623 or +1 386 347 5053 or  
+1 507 473 4847 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833  
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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:

- I. Primary Health Care (PHC) Annual Report - Natica Dunning, Area Dental Director And Nathan Simpson, COO

Department Submitting Auditor

Documents:

PHC.PDF

7. Consideration Of Proclamation Recognizing May 7-13, 2023 As Public Service Recognition Week In Story County

Department Submitting Board of Supervisors

Documents:

PUBLIC SERVICE RECOGNITION WEEK.PDF

8. CONSIDERATION OF MINUTES:

- I. 5/2/23 Minutes

Department Submitting Auditor

9. CONSIDERATION OF PERSONNEL ACTIONS:

10. CONSIDERATION OF CLAIMS:

- I. 5/11/23 Claims

Department Submitting Auditor

Documents:

CLAIMS 051123.PDF

11. CONSENT AGENDA:

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

- I. Consideration Of Renewal Of Class C Liquor License For Ballard Golf & Country Club, 30608 N Hwy 69, Huxley, Effective 7/12/23-7/11/24 Including Outdoor Service And Sunday Sales

Department Submitting Auditor

Documents:

BALLARD.PDF

II. Consideration Of FY 23 Iowa Department Of Transportation Secondary Roads Budget Amendment

Department Submitting Engineer

Documents:

FY 23 DOT AMEND.PDF

III. Consideration Of MOU Between National Centers For Animal Health And Story County Effective 5/1/2023

Department Submitting Sheriff

Documents:

NCAH MOU.PDF

IV. Consideration Of Lease Agreement Between Masacaso LLC And Central Iowa Drug Task Force Effective 6/1/2023

Department Submitting Sheriff

Documents:

CIDTF LEASE.PDF

V. Consideration Of Contract With Ziegler CAT Power Systems For Inspection And Service Of Generator And Transfer Switch At Story County Administration Building For \$8,559.47 Annually, Effective 7/1/23-6/30/26

Department Submitting Facilities Management

Documents:

ZIEGLER CSA.PDF

VI. Consideration Of Sending Notice Of Public Hearing On 5/30/23 For The FY23 Budget Amendment

Department Submitting Auditor

Documents:

FY23 BUDGET AMENDMENT.PDF

VII. Consideration Of Renewal For Software And Support Fees Between Story County And TimeClock Plus LLC Effective 4/1/23 - 3/31/24 For \$5,808.00

Department Submitting Information Technology

Documents:

TIMECLOCK.PDF

VIII. Consideration Of Renewal Fees Between Story County And Solutions, Inc. For Software Support Effective 7/1/23 - 6/30/24 For \$31,522.20 (Budgeted)

Department Submitting Information Technology

Documents:

SOLUTIONS SUPPORT AGREEMENT.PDF

IX. Consideration Of Submitted General Assistance Quarterly Report

Department Submitting Auditor

Documents:

GA QTR.PDF

X. Consideration Of Submitted Environmental Health Quarterly Report

Department Submitting Auditor

Documents:

ENVHLTH QTR.PDF

XI. Consideration Of Road Closure Resolution(S): #23-43

Department Submitting Engineer

Documents:

RC 23 43.PDF

XII. Consideration Of Change For Temporary Closing The Human Services Center To The Public For Concrete Repairs

Department Submitting Facilities Management

Documents:

HSC.PDF

12. PUBLIC HEARING ITEMS:

- i. Discussion And Consideration Of Resolution #23-86, Vacation Of A Utility Easement On Parcel A Of Lot 4 And Part Of Lot 5 And Parcel B Of Lot 5 Of Matthew's Summit Subdivision – Andrea Wagner

Department Submitting Planning and Development

Documents:

MEMO.PDF  
RESOLUTION 23 86.PDF  
DECLARATION OF INTENT TO VACATE.PDF  
2023 PLAT OF SURVEY.PDF

- II. First Consideration Of Ordinance #310, Amending Chapter 85.08, Definitions, Chapter 86, District Requirements, Chapter 87, Land Division Requirements, And Chapter 88, General Site Planning Standards, Of The Story County Land Development Regulations, Of The Story County Code Of Ordinances And Consideration Of Resolution 23-92, To Amend The C2C Plan Future Land Use Map - Andrea Wagner

Department Submitting Planning and Development

Documents:

MEMO.PDF  
ORDINANCE 310.PDF  
RESOLUTION 23 92.PDF

- III. First Consideration Of Ordinance #311, Amending Chapter 85, General Provisions And Definitions, And Chapter 86, District Requirements, Of The Story County Code Of Ordinances – Land Development Regulations Amending And Establishing Setback Requirements For Hazardous Liquid Pipelines – Amelia Schoeneman

Department Submitting Planning and Development

Documents:

MEMO.PDF  
ORDINANCE 311.PDF

13. ADDITIONAL ITEMS:

- I. Consideration Of Request From Ames Economic Development Commission For \$50,000 For The Colo-NESCO Child Care Project - Greg Piklapp And Nikki Fischer

Department Submitting Board of Supervisors

Documents:

2023 COLONESCO CHILD CARE REPORT STORY COUNTY  
SUPERVISORS.PDF

- II. Consideration Of Request From Camelot Theater Foundation For \$150,000 - Christa Skaggs

Department Submitting Board of Supervisors

Documents:

CAMELOT.PDF

III. Discussion And Consideration Of Destination Iowa Outdoor Recreation Grant Agreement  
With The Iowa Economic Development Authority - Michael Cox

Department Submitting Conservation

Documents:

DESTINATION IA GRANT.PDF

14. DEPARTMENTAL REPORTS:

15. OTHER REPORTS:

16. UPCOMING AGENDA ITEMS:

17. 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.

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

19. 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

5/9/23

NAME

AGENCY

Greg Pirkopp  
Steve Skaggs  
Christa Skaggs  
Melissa Skaggs  
Grant Terry  
Logan Shine  
Emily Schaack  
Nikki Fischer  
Sandra  
Andre Wayne  
Marcus Ammon  
Elizabeth Boms-Thompson  
Scott Renaud  
Kim Christensen  
Becky Christiansen  
Mike Cox  
Melissa Spencer  
Lisa Markley

Ames Chamber  
Camelot Theater Foundation  
CTF  
CTF  
Summit Carbon Solutions  
Navigator Co2  
Main Street Nevada  
Ames Chamber  
BUS  
P & D  
P & D  
Navigator Co2  
Renaud Engineering LLC  
Aval  
Ames  
Conservation  
Story Co. EM  
Aval

**PROCLAMATION**  
***Public Service Recognition Week***

**May 7-13, 2023**

**WHEREAS**, Americans are served every single day by public servants at the federal, state, county and city levels. These unsung heroes do the work that keeps our nation working; and

**WHEREAS**, Public employees take not only jobs, but oaths; and

**WHEREAS**, Many public servants, including military personnel, police officers, firefighters, border patrol officers, embassy employees, health care professionals and others, risk their lives each day in service to the people of the United States and around the world; and

**WHEREAS**, Public servants include teachers, doctors and scientists...train conductors and astronauts ...nurses and safety inspectors...laborers, computer technicians and social workers...and countless other occupations. Day in and day out they provide the diverse services demanded by the American people of their government with efficiency and integrity; and

**WHEREAS**, Without these public servants at every level, continuity would be impossible in a democracy that regularly changes its leaders and elected officials;

**NOW, THEREFORE, BE IT RESOLVED THAT**, We, the Story County Board of Supervisors, do hereby proclaim May 7-13, 2023 as Public Service Recognition Week in Story County. All citizens are encouraged to recognize the accomplishments and contributions of government employees at all levels — federal, state, county and city.



5.9.23

SIGNATURE

DATE



5-9-23

SIGNATURE

DATE



5-9-23

SIGNATURE

DATE





The Ames dental clinic has seen an average of 374 patients per month over the course of the last ten months. We currently have capacity to see more patients and are utilizing community outreach and marketing efforts to ensure under-resourced, vulnerable people living in Story County are aware of and have access to dental care. This includes outreach with area agencies who serve a similar population (MICA, Story County CPPC, Head Start, ACCESS etc).

<b>Number of Unduplicated Patients</b>				
	<b>FY 20-21</b>	<b>FY21-22</b>	<b>FY22-23</b>	<b>FY23-24</b>
<b>Ames Dental</b>	471	1,431		

<b>Number of Appointments Total</b>				
	<b>FY 20-21</b>	<b>FY21-22</b>	<b>FY22-23</b>	<b>FY23-24</b>
<b>Ames Dental</b>	1,031	4,088		

<b>Number of Story County Clients Served 7/1-11/30</b>				
	<b>FY 20-21</b>	<b>FY21-22</b>	<b>FY22-23</b>	<b>FY23-24</b>
<b>Ames Dental</b>	N/A	651	947	

**Definition:** Number of unique patients with a visit at Ames Dental during the specified fiscal year. (Reported each December for 7/1-11/30)

<b>Number of Veterans Served</b>				
	<b>FY 20-21</b>	<b>FY21-22</b>	<b>FY22-23</b>	<b>FY23-24</b>
<b>Ames Dental</b>	N/A	384		

**Definition:** Total number of patients with a visit at Ames Dental **AND** had a visit at a PHC medical clinic.

<b>Number of Patients with State Insurance</b>				
	<b>FY 20-21</b>	<b>FY21-22</b>	<b>FY22-23</b>	<b>FY23-24</b>
<b>Ames Dental</b>	374	1,249		

**Definition:** Total number of patients seen during the specified fiscal year with a state insurance plan (Medicaid, Medicare, Hawk-I, ect.)

<b>Number of Patients with no Insurance</b>				
	<b>FY 20-21</b>	<b>FY21-22</b>	<b>FY22-23</b>	<b>FY23-24</b>
<b>Ames Dental</b>	73	182		

The current dental team is comprised of two general dentists, two dental hygienists, one expanded function dental assistant, three registered dental assistants and a dental patient navigator. The patient navigator helps patients understand their diagnosis and connect them to appropriate referrals or care.

**PHC Board of Directors:**

Benjamin Bellus

Juan Cadenillas

Karin Derry

Scott Emison-Clair

Denise Essman

Sandy Hansen

Sergio Hernandez

Alicia Heugolet

Janet Hicks

Ted Johnson

Roger Lacoy

Jennifer Nobisch

William Schoenenberger

Billie Wade



ALCOHOLIC  
BEVERAGES  
DIVISION  
State of Iowa

# State of Iowa

Alcoholic Beverages Division

**APPROVED** **DENIED**  
 Board Member Initials: *[Signature]*  
 Meeting Date: 5.9.23  
 Follow-up action: \_\_\_\_\_  
 BUSINESS \_\_\_\_\_  
 (515) 597-2266 \_\_\_\_\_

## Applicant

NAME OF LEGAL ENTITY

Ballard Golf & Country Club

NAME OF BUSINESS(DBA)

Ballard Golf & Country Club

BUSINESS

(515) 597-2266

ADDRESS OF PREMISES

30608 N Hwy 69

PREMISES SUITE/APT NUMBER

CITY

Huxley

COUNTY

Story

ZIP

50124-0000

MAILING ADDRESS

PO Box 190

CITY

Huxley

STATE

Iowa

ZIP

50124-0000

## Contact Person

NAME

Matt Gatchel

PHONE

(515) 597-2266

EMAIL

manager@ballardgolf.com

## License Information

LICENSE NUMBER

LC0018284

LICENSE/PERMIT TYPE

Class C Retail Alcohol License

TERM

12 Month

STATUS

Active

TENTATIVE EFFECTIVE DATE

July 12, 2023

TENTATIVE EXPIRATION DATE

July 11, 2024

LAST DAY OF BUSINESS

SUB-PERMITS

Class C Retail Alcohol License

PRIVILEGES

Outdoor Service, Sunday Service



# State of Iowa

## Alcoholic Beverages Division

### Status of Business

BUSINESS TYPE

Corporation

### Ownership

#### • Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Matthew Todd	Ankeny	Iowa	50021	manager	0.00	Yes
Matt Mikkelsen	Huxley	Iowa	50124-0000			
Adam Christiansen	Huxley	Iowa	50124	Vice-President	0.00	Yes
Gregory Ploeger	Huxley	Iowa	50124	Treasurer	0.00	Yes
Elliott Josephson	Huxley	Iowa	50124	Secretary	0.00	Yes
Matt Gatchel	Huxley	Iowa	50124	President	0.00	Yes

### Insurance Company Information

INSURANCE COMPANY

Nationwide Insurance Company

POLICY EFFECTIVE DATE

Oct 24, 2021

POLICY EXPIRATION DATE

Oct 24, 2022

# Iowa Department of Transportation SECONDARY ROADS BUDGET

## COUNTY CERTIFICATION

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

\_\_\_\_\_  
Date 5-9-23

## ATTESTED



County Auditor

\_\_\_\_\_  
Date 5-9-23



County Engineer

\_\_\_\_\_  
Date 5-2-23



Chairperson, Board of Supervisors

\_\_\_\_\_  
Date 5-9-23

## IOWA DOT BUDGET APPROVALS

Recommended Approval: \_\_\_\_\_  
OLS Reviewer

\_\_\_\_\_  
Date

Approval: \_\_\_\_\_  
Director of Local Systems

\_\_\_\_\_  
Date

## SECONDARY ROADS BUDGET

	Actual Receipts Prior Years			Estimated Receipts	
	2 <sup>nd</sup> Prior	1 <sup>st</sup> Prior	Current	Next	
	FY 2020	FY 2021	FY 2022	FY 2023	
1. County Auditor's Beginning Balance					
2. <b>0.3895</b> Dollars on all taxable property in county except on property within cities and towns. (Max. \$3.00375)					
Receipts from Property Tax Levies	\$2,740,000.00	\$2,965,000.00	\$3,270,000.00	\$3,485,000.00	
3. <b>0.12593</b> Dollars on all taxable property in the county. (Max. \$0.16875)					
2A. Local Option Sales Tax	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
3. Regular Road Use Tax Received (Doesn't include transfer of local R.U.T. to FM account for const. on FM routes)	\$3,977,590.85	\$4,476,335.37	\$3,912,416.00	\$3,951,540.00	
3b. Amount for 306.4(a3) (Senate File 451 - FM Ext. in City <=500)	\$35,681.94	\$41,545.90	\$37,730.00	\$40,940.00	
3c. Time 21	\$510,029.47	\$640,723.49	\$509,784.00	\$515,340.00	
4. RISE Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5. FA Bridge Replacement Funds	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
5a. SWAP Bridge Replacement Funds	\$0.00	\$791,933.96	\$0.00	\$0.00	\$0.00
6. Proposed transfer of FM funds to Local Secondary Fund.(Section 309.10)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
7. Tax Refunds (-) and/or Credits (+).(Section 309.10 - Code of Iowa)	\$45,524.86	\$25,738.74	\$0.00	\$0.00	\$0.00
8. Miscellaneous Receipts	\$56,053.83		\$40,000.00	\$40,000.00	
Drainage District Services					
fema	\$87,210.55	\$13,029.37	\$204,460.00	\$2,000.00	
Fuel Tax Refund			\$26,560.00	\$25,000.00	
Insurance/Damage Payments	\$46,387.15	\$4,943.92	\$20,000.00	\$22,600.00	
licensesAndPermits	\$42,093.80	\$30,670.00	\$25,000.00	\$40,000.00	
All Other	\$23,336.13	\$84,174.21	\$47,220.00	\$35,500.00	
9. Total Miscellaneous Receipts	\$255,081.46	\$132,817.50	\$363,240.00	\$165,100.00	
10. TOTAL RECEIPTS	\$12,160,374.28	\$14,112,921.93	\$13,743,703.96	\$13,808,663.96	
11. Road Use Tax Funds or other local funds not transferred to Secondary Roads to be transferred to FM fund for construction.	0	0	\$0.00	\$0.00	\$0.00

## SECONDARY ROADS BUDGET

	Actual Expenditures Prior Years		Estimated Expenditures	Next
	Prior 2	Prior 1		
<b>70X * Administration and Engineering</b>	FY 2020	FY 2021	FY 2022	FY 2023
700 Administration Expenditures	\$254,629.38	\$268,084.04	\$279,000.00	\$300,000.00
701 Engineering Expenditures	\$443,056.38	\$453,177.84	\$463,500.00	\$625,500.00
<b>TOTAL ADMINISTRATION AND ENGINEERING</b>	<b>\$697,685.76</b>	<b>\$721,261.88</b>	<b>\$742,500.00</b>	<b>\$925,500.00</b>
<b>020* Construction</b>				
Adjusted Construction Program Expenditures (300) on FM and Local Sec. Roads <i>(With other than FM funds ---See Accomplishment Year projects)</i>	\$636,159.11	\$1,737,088.04	\$770,000.00	\$1,090,000.00
<b>71X* Roadway Maintenance</b>				
710 Bridges and Culverts (420, 430)	\$166,165.19	\$218,139.38	\$545,000.00	\$677,026.00
711 Roads (4250, 460, 480)	\$2,611,767.82	\$2,957,515.91	\$3,038,565.00	\$2,958,080.00
712 Snow and Ice Control (520)	\$418,249.46	\$419,345.07	\$451,595.00	\$474,920.00
713 Traffic Controls (590)	\$255,772.94	\$205,826.68	\$375,500.00	\$305,000.00
714 Road Clearing (490)	\$266,122.28	\$448,988.00	\$229,600.00	\$360,500.00
<b>TOTAL ROADWAY MAINTENANCE</b>	<b>\$3,718,077.69</b>	<b>\$4,249,815.04</b>	<b>\$4,640,260.00</b>	<b>\$4,775,526.00</b>
<b>72X * General Roadway</b>				
720 New Equipment (610)	\$773,760.69	\$418,453.88	\$401,000.00	\$859,735.00
721 Equipment Operations (620, 630, 650)	\$1,218,547.02	\$1,310,411.34	\$1,442,700.00	\$1,653,095.00
722 Tools, Materials and Supplies (655, 660, 670, 680, 690)	\$11,292.17	\$8,827.30	\$21,500.00	\$19,000.00
723 Real Estate and Buildings (800)	\$66,024.87	\$16,530.49	\$75,000.00	\$60,000.00
<b>TOTAL GENERAL ROADWAY</b>	<b>\$2,069,624.75</b>	<b>\$1,754,223.01</b>	<b>\$1,940,200.00</b>	<b>\$2,591,830.00</b>
<b>TOTAL EXPENDITURES (70X + 020 + 71X + 72X)</b>	<b>\$7,121,547.31</b>	<b>\$8,462,387.97</b>	<b>\$8,092,960.00</b>	<b>\$9,382,856.00</b>
County Auditor's balance at end of fiscal year	\$5,038,826.97	\$5,650,533.96	\$5,650,743.96	\$4,425,807.96
<b>TOTAL (Must equal receipts) [Does not include transfer of Road Use Tax to FM Fund]</b>	\$12,160,374.28	\$14,112,921.93	\$13,743,703.96	\$13,808,663.96

**Memorandum of Understanding**  
**Between the National Centers for Animal Health and Story County, Iowa**

This Memorandum of Understanding, hereafter referred to as MOU, is made on this 1st day of May, 2023 by and between the National Centers for Animal Health and Story County, Iowa, acting by and through the Chairman of the Board of Supervisors, an authorized agent for the county, hereafter referred to as COUNTY, and the National Centers for Animal Health, acting by and through the Board of Directors, as an authorized agent for the National Centers for Animal Health, hereafter referred to as NCAH, both of Story County, State of Iowa, witness:

In guidance of USDA Departmental Manual and due to the criticality of the missions performed at NCAH Campus, any and all documentations of or belonging to the NCAH provided to Story County Sheriff Office will be considered “**Controlled Unclassified Information**” and not distributed to any agency or person outside Story County Sheriff Office without prior consent of NCAH.

NCAH requests Story County Sheriff’s Office assistance, if available, to provide law enforcement services for the NCAH campus. The NCAH campus is on Federal land and is located at 1920 Dayton Avenue, east side, Ames, Iowa.

Sheriff’s Office assistance shall consist of:

1. Law enforcement services and assistance.
2. Irregular patrol by Sheriff’s Office of the NCAH campus during non-duty hours; weekdays Mon- Fri, 1630 to 0700 and twenty four hours (24) on weekends.
3. Protocol for emergency and/or 911 calls as needed placed by NCAH security guards will be; if entrance to campus is required, a Security Officer will meet responders outside the campus and escort them to the emergency scene.
4. Security Officers operate the Security Command Center and are available 24x7.

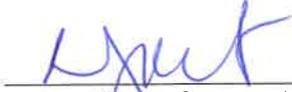
Effective date and termination of this agreement shall be as follows;

1. This agreement shall be effective immediately upon its approval by the governing body of each entity, after the signature by the representative for each body. It shall continue in full force and effect until terminated as provided herein.
2. Termination of this agreement may be made at any time by the mutual agreement of both parties or by authorized agent by furnishing written notice to the other entity of its intent to terminate this agreement.

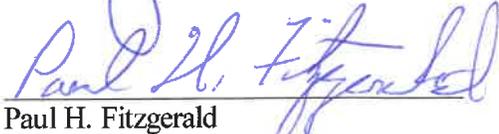
By entering into this agreement, the parties do not intend to create any obligations other than those set out herein; nor do they intend to create a separate legal entity for the purpose of this MOU; specifically they do not intend to create a legal entity authorized by Chapter 28E of the Code of Iowa; further, this agreement shall not create any rights in any part not a signatory hereto.

Dated: 5-9-23, 2023

The County of Story County, Iowa  
by   
Chairperson  
Story County Board of Supervisors

  
Attest: Story County Auditor

Dated: 5-2-23, 2023

  
Paul H. Fitzgerald  
Story County Sheriff

National Centers for Animal Health

Dated: \_\_\_\_\_, 2023

by \_\_\_\_\_  
Robert A. Steffes  
Physical Security Manager

**LEASE OF BUSINESS PROPERTY  
SHORT FORM**

This agreement, made and entered into this, the *1st day of June, 2023* by and between *Masacaso LLC, Tyler C. Farmer, rep.* (Landlord), whose address, for the purpose of this lease is *1201 Airport Rd, Suite 101, Ames, Iowa 50010*, and *Central Iowa Drug Task Force, rep.* (tenant), whose address for the purpose of this lease is *1220 Southern Hills Drive, Ames, Iowa 50010*.

The Parties Agree as Follows:

1. **Premises and Terms.** Landlord leases to Tenant the following real estate, situated in Ames, Story County, Iowa.

\*\*\*\* *1220 Southern Hills Drive; Office and space totaling approximately 1600 square feet.* \*\*\*\*

Together with all improvements thereon, and all rights, easements and appurtenances thereto belonging, for a term beginning on the *1st of June, 2023* and expiring on *May 31st, 2024*.

2. **Rent.** Tenant agrees to pay Landlord as rent *\$1800.00 per month (\$13.50 per square foot annual rate)*, in advance commencing on the *1st of June, 2023* and on the first day of each month thereafter, during the term of the lease until the *31st of May, 2025*.

The tenant has the option to renew the lease annually after the initial agreement expires for up to 5 years. If so, the per month rental will be as follows:

\*\*\*\* *June 1st, 2025 the rent shall be \$2000.00 per month (\$15.00 per square foot annual rate).*

*June 1st, 2027 the rent shall be or \$2200.00 per month (\$16.50 per square foot annual rate).*

*Terms and conditions may be renegotiated upon expiration* \*\*\*\*

All sums shall be paid at the address of the Landlord, or at such other place as Landlord may designate in writing. Delinquent payments shall draw interest of *9.00%* per annum.

A deposit equal to one months rent is required and due on signing [deposit collected on initial signing, June 2018 and continues to be held by landlord]. Deposit to be returned to tenant upon termination of the lease and/or when the property is vacated. Should any damage or expense be incurred by the landlord, tenant may forfeit all or part of the deposit.

\*\*\*\* Landlord is to pay utilities and property taxes. \*\*\*\*

3. **Possession.** Tenant shall be entitled to possession on the first day of this lease term, except as noted above, and shall yield possession to the Landlord at the termination of this lease. Should Landlord be unable to give possession on said date, Tenant's only damages shall be a prorated abatement of rent.

4. **Use.** Tenant shall use the premises only for: *Offices and business-related services.*

\*\*\*\* Tenant shall provide lawful and appropriate disposal of all toxic and oil substances \*\*\*\*

5. **Care and Maintenance.** Landlord shall keep the following in good repair (strike those not applicable): Roof, Exterior walls, Foundation, Heating, Plumbing and Electrical services, Parking area, Driveways, Sidewalks, Lawn Care and Snow Removal. Tenant shall make no structural changes or alterations without the prior written consent of Landlord.

6. **Utilities and Services.** Tenant shall pay for all services which may be used within the premises, except the following to be furnished by the landlord:

\*\*\*\* Utilities, Garbage and Water services \*\*\*\*

Tenant open to agreeable surcharge for excessive water usage.

7. **Surrender.** Upon the termination of this lease, Tenant will surrender the premises to Landlord in good and clean condition, except for ordinary wear and tear or damage without fault or liability of Tenant. Continued possession, beyond the term of this lease and the acceptance of the rent by the Landlord shall constitute a month-to-month extension of this lease, terminable by either party.

8. **Insurance.**

**Property Insurance.** (a) Tenant will not do or omit the doing of any act, which would invalidate any insurance, or increase the insurance rates in force on the property.

(b) To the extent of all insurance collectible for damage to the property, and to the extent permitted by their respective policies of fire and extended coverage insurance, each party hereby waives rights of subrogation against the other, regardless of fault.

**Liability Insurance.** Tenant will procure and maintain liability insurance in amounts not less than \$1,000,000.00 for any person injured, \$1,000,000.00 for any one accident, and with the limits of \$800,000.00 for property damage, which names Landlord as an insured.

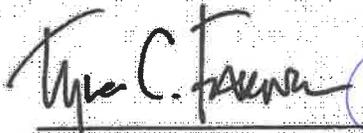
9. **Indemnity.** Except for any negligence of Landlord, Tenant will protect, defend, and indemnify Landlord from and against any and all loss, costs, damage and expenses occasioned by, or arising out of, any accident or other occurrence causing or inflicting injury or damage to any person or property, happening or done in, upon or about the premises, or due directly or indirectly to the tenancy, use or occupancy thereof, or any part thereof by Tenant or any person claiming through or under Tenant.

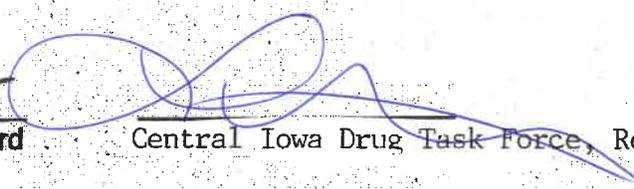
10. **Damage.** In the event of damage to the premises, so that Tenant is unable to conduct business on the premises, this lease may be terminated at the option of either party. Such termination shall be effective through notice of one party to the other within twenty days after such notice, and both parties shall thereafter be released from all future obligations thereunder.

11. **Mechanic's Liens.** Neither Tenant, nor anyone claiming by, through or under Tenant, shall have the right to any mechanic's lien against the premises. Tenant shall give notice in advance to all contractors and subcontractors who may furnish, or agree to furnish, any material, service or labor for any improvements on the property.

12. **Termination Upon Default of Tenant.** Upon default in payment of rent, abandonment of premises, or upon any other default by Tenant of the terms of this lease, this lease may, at the option of the Landlord, and without prejudice to any other rights or remedies afforded Landlord by law, be cancelled and forfeited: Provided, however, before any such cancellation and forfeiture, Landlord shall give Tenant notice specifying the default, or defaults, and stating that this lease will be cancelled and forfeited ten days after notice, unless such default or defaults are remedied within such period.

14. **Assignment and Subletting:** No assignment or subletting, either voluntary or by operation of law, shall be effective without the prior written consent of Landlord, which consent shall not be unreasonably withheld.
15. **Changes to be in writing:** None of the covenants, provisions, terms or conditions of the lease shall be modified, waived, or abandoned, except by written instrument duly signed by the parties. This lease contains the whole agreement of the parties.
16. **Confidentiality.** Landlord, and his agents, employees and/or assigns, agrees to keep his business with tenant, and any casual observations of tenant's business completely confidential. Any inquiries by a third party as to tenants' identity or the nature of tenants' business will be referred to tenant. Tenant reserves the right to terminate this lease if, upon showing of good and competent evidence, any of tenants' operations and/or confidentiality is compromised by Landlord, his agents or employees.

  
Tyler C. Farmer, Landlord  
5/3/2023

  
Central Iowa Drug Task Force, Rep, Tenant

# CUSTOMER SUPPORT AGREEMENT

Date: 5/3/2023



Proposal No. 7697

1500 Ziegler Drive NW  
Altoona, IA 50009  
515-957-3800 / 800-342-7002

To:  
JOBY BROGDEN  
STORY COUNTY ADMINISTRATION BUILDING  
900 6TH ST  
NEVADA, IA 50201-2004

Re:  
3 year Customer Support Agreement (CSA) for  
**MODEL:** 7000\_FQ | D200-2 |  
**SERIAL:** 1720433WE | WG300260 |

**WE PROPOSE TO FURNISH IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS, TERMS AND CONDITIONS**

Enclosed is a 3 year Customer Support Agreement (CSA) for the following Engines :  
Model(s): 7000\_FQ | D200-2 |  
Serial Number(s): 1720433WE | WG300260 |

**AGREEMENT START DATE:** 7/1/2023  
**AGREEMENT END DATE:** 6/30/2026

**INVOICE FREQUENCY:**  Monthly  Annually  
**INVOICE AMOUNT:** \$750.83 \$8,559.47

Annual pricing reflects a 5% discount.

**IMPORTANT NOTES**

- CUSTOMER SUPPORT AGREEMENT PRICING WILL NOT INCREASE DURING THE TERM OF THIS AGREEMENT.
- PRICE INCLUDES PARTS, LABOR, TRAVEL AND DISPOSAL OF ALL FLUIDS PER E.P.A. STANDARDS.
- TRAINED AND CERTIFIED ENGINE/GENERATOR TECHNICIANS WILL PERFORM ALL SERVICES.

**TERMS AND CONDITIONS**

- Invoices will be sent on the first day of each invoicing period (i.e. monthly, quarterly, semi-annually or annually).
- This proposal is valid for (30) thirty days.
- Pricing does not include local and/or state taxes. Taxes will be applied to invoices where applicable.
- Agreement pricing is based upon generator run time between 0 and 250 hours per year (standby applications).
- Either party may cancel this agreement with a (60) sixty day written notice.
- Prices assume all services to be performed during normal business hours (7:30am - 4:00pm, M-F) unless otherwise specified.
- Additional Terms and Conditions below.

**ACCEPTED BY:**

Please Sign Name: Latifah Faisal  
Please Print Name: \_\_\_\_\_  
Date: 5.9.23

Respectfully submitted,  
Ziegler Power Systems

Bob Mullenbach  
By: Robert Mullenbach  
Customer Support Representative

## Level Definitions

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### Watchguard Level 1 (64 Point Inspection)

Includes inspection of the following systems:

- Cooling
- Lube Oil
- Air Intake
- Fuel
- Exhaust (inside building only)
- Starting
- Engine
- Generator
- Transfer Switch
- Coolant and Oil Analysis
- Provide written report

**MODEL: D200-2 | SERIAL: WG300260**

Level 1

Nov/2023 , Nov/2024 , Nov/2025

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### WatchGuard Level 2 (67-Point Inspection with Oil and Filter Change)

Includes the following:

- Level 1 Inspection
- Change engine oil
- Change engine oil filter(s)
- Change engine fuel filter(s)
- Inspect air filter(s)
- Disposal of old fluids per EPA standards
- Provide written report

**MODEL: D200-2 | SERIAL: WG300260**

Level 2

May/2024 , May/2025 , May/2026

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### WatchGuard Level 3 (Cooling System Service)

Includes the following:

- Drain and refill cooling system, add coolant additives
- Replace cooling systems hoses
- Replace engine thermostats (where applicable)
- Disposal of old fluids per EPA standards
- Provide written report

**MODEL: D200-2 | SERIAL: WG300260**

Level 3

May/2025

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### WatchGuard Level 4 (Megohmmeter Testing)

Includes the following:

- Megohm test
- Provide written report

**MODEL: D200-2 | SERIAL: WG300260**

Level 4

May/2024 , May/2025 , May/2026

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**WatchGuard Level 5 (Load Bank Testing)**

Includes the following:

- Engine load bank test (2 - hours)
- Provide written report

**MODEL: D200-2 | SERIAL: WG300260**

Level 5

May/2024 , May/2025 , May/2026

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**Watchguard Level 6 (Engine/Generator Inspection and Adjustment)**

Includes the following:

- Inspection of slip ring and brushes
- Grease rear generator bearing
- Inspection of generator wiring
- Inspection of stator and rotor
- Inspection of generator space heater
- Inspection of coupling and guards
- Inspection of meters and voltage regulator
- Adjust engine intake and exhaust valves
- Calibrate injectors (where applicable)

**MODEL: D200-2 | SERIAL: WG300260**

Level 6

May/2025

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**Watchguard Level 9 (Battery Replacement Program)**

Includes the following services

- Complete electrical system check
- Battery charger adjustment
- Test engine starter amperage
- Removal and disposal of old lead acid batteries per EPA standards
- Installation of new, low antimony batteries specifically designed for standby applications
- Provide written report

**MODEL: D200-2 | SERIAL: WG300260**

Level 9

Nov/2024

## **Watchguard Level 11 (Transfer Switch Inspection/Adjustment)**

Includes the following services:

- Clean transfer switch as necessary
- Replace PLS/ATS battery
- Check voltage drop across main contacts with normal load
- Repair/replace faulty incandescent lamps
- Test bypass isolation feature where applicable
- Check voltage drop across main contacts with emergency load (with approval)
- Check operation of timers (with approval)
- Check operation of remote start contacts (with approval)
- Check operation of in-phase monitor (with approval)
- Inspect arc insulators (De-energized switch only)
- Check for loose terminals and/or relays (De-energized switch only)

**MODEL: 7000\_FQ | SERIAL: 1720433WE**

Level 11

May/2024 , May/2025 , May/2026

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### **Customer Requirements**

It is the customer's responsibility to...

- Perform weekly and monthly inspections of the engine/generator
- Maintain written or computerized records of the weekly and monthly inspections.
- Contact Ziegler Power Systems with any problems or concerns noted during the weekly and monthly inspections.

### **Ziegler Power Systems Exclusion of Responsibility:**

Ziegler Inc. is not responsible for...

- Providing a portable generator during repairs
- Fuel consumed by generator set during operation
- Building wiring
- System modifications
- Acts of nature, terrorism or war
- Uses of generator beyond rated capacity
- Main fuel tank or piping problems
- Emissions permitting
- Regulation changes
- State and local taxes
- Customer abuse/neglect

### **CUSTOMER VALUE AGREEMENT – TERMS AND CONDITIONS**

- Customer agrees to the terms and conditions set forth on the preceding Customer Value Agreement Proposal (the "Proposal") and the following terms and conditions, including the websites referred to herein (together with the Proposal, the "Agreement"). Ziegler Inc. ("Ziegler") rejects all different or additional terms submitted by Customer, and any such terms shall be void.
- 1. Term. The Agreement shall begin on the Start Date and end on the End Date identified on page 1, unless earlier terminated as set forth herein.
- 2. Services. Ziegler will perform preventative maintenance services on the Engine(s) identified on page 1 in accordance with the Level Definitions set forth in the Proposal (collectively, the "Services"). All Services are subject to the exclusions and limitations set forth herein. Services include all parts, labor, travel and disposal of all fluids per U.S. Environmental Protection Agency standards. Except as otherwise agreed upon by Customer and Ziegler as noted on page 1, Services shall be performed during Ziegler's normal business hours (7:30 a.m. to 4:00 p.m., Monday through Friday). Services performed outside of Ziegler's normal business hours will be subject to additional charges. In the

event Customer cancels scheduled Services on the day Services are to be performed, Customer shall pay a cancellation fee in the amount of travel time and mileage and will cooperate with Ziegler to re-schedule the cancelled Services. This Agreement is based upon equipment run time between 0 and 250 hours per year (standby applications); run time exceeding 250 hours per year may be subject to additional costs. Repairs classified outside the scope of the applicable service level will result in additional costs to Customer. All Services will be deemed accepted if Customer does not reject the Services by providing written notice within ten (10) days after delivery specifically identifying the manner in which the Services fail to materially comply with manufacturer's applicable specifications. Ziegler will be entitled to rely on all decisions and approvals of Customer in connection with the Services.

- 3. Payment. Customer shall pay the Invoice Amount identified on page 1, plus any Additional Charges (as defined in Section 4 below), at the frequency set forth on page 1. The Invoice Amount will not increase during the term of the Agreement. Customer shall make payment to Ziegler Net 10th of the following month from the date of invoice. Failure to make timely payments shall result in default and a late fee of 1.5% per month (18% annual), which will be assessed on all past due amounts until paid in full. Any payments made will first be applied toward the late fee, then toward the past amount due. Ziegler reserves the right to suspend or discontinue all Services, or terminate this Agreement, at Ziegler's sole discretion, without notice, upon Customer's failure to pay or comply with the payment requirements of this Agreement. All amounts due under this Agreement shall be paid in full without any setoff, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 4. Taxes, Licenses, Permits, and Additional Charges. Customer shall be responsible for all local and/or state sales and use taxes in connection with this Agreement. Taxes will be applied to invoices, where applicable, as required by law. Customer shall obtain, at its sole cost and expense, all applicable licenses and permits (including emissions permitting) necessary for performance of the Services. Customer shall be responsible for service charges and environmental charges incurred in performing the Services (collectively, "Additional Charges").
- 5. Additional Services. Repairs or other work classified outside standard preventative maintenance services will result in additional costs to Customer and will be invoiced separately on a time and materials basis. A verbal commitment or authorization by Customer to perform such additional services will be binding on Customer and will entitle Ziegler to such additional compensation. Any repairs or other work performed outside of the original scope at the direction of Customer will be deemed to be included as Services hereunder.
- 6. Customer Obligations. Customer's failure to perform any of the following obligations will be considered a breach of this Agreement:
  - a. Operation and Regular Maintenance. Customer shall operate the Engine(s) only within its rated capacity. Customer shall perform weekly and monthly maintenance and inspections in accordance with manufacturer guidelines and provide to Ziegler, upon request, written or computerized maintenance and inspection records. Customer further agrees to promptly contact Ziegler with any problems or concerns noted during the weekly and monthly inspections.
  - b. Equipment Access. Customer agrees to furnish safe, free, and full access to the Engine(s) for the purpose of performing the Services. Customer shall take all reasonably necessary steps to provide for the safety of all Ziegler employees performing the Services. Customer shall promptly notify Ziegler if, during the term of this Agreement, Customer observes or otherwise learns of any condition(s) which pose a threat to the safety of persons or property, adversely affects the Engine(s), or is in violation of any applicable federal, state, or local laws, rules or regulations.
  - c. Halt Operation. Customer agrees to shut an Engine down, if after inspection by Ziegler, it is determined that further operation of the Engine will result in imminent mechanical damage to the components covered in this Agreement.
- 7. Exclusions. Ziegler is not responsible for: (1) Customer's abuse or failure to maintain or operate equipment in accordance with the respective equipment manufacturer's operations and maintenance manual, (2) provision of rental equipment during repair, (3) fuel consumed by equipment during operation and performance of maintenance services, (4) building wiring, system modifications, main fuel tank or piping problems, (5) repairs or maintenance to building or enclosure, transformers, radiators, fuel tanks, or other components outside the scope of the Services, unless otherwise agreed to in writing by both parties, (6) unauthorized repairs or adjustments, or repairs or adjustments made by unauthorized person(s), (7) performance complaints, including but not limited to, any adjustments to fuel settings or programming of any electronic controls, (8) downtime or downtime-related expenses or economic loss, (9) extermination of any creature taking up residence in the generator enclosure or building, or (10) any Force Majeure Events (as defined in Section 17 below).
- 8. Indemnification. Subject to the limitations set forth in this Agreement, Ziegler shall indemnify Customer and its respective officers, directors, employees, agents, assigns and successors, against any losses, liabilities, damages, costs or expenses (including reasonable attorneys' fees) (collectively, "Losses") for death, personal injury, or damage to property to the proportionate extent the same have been proximately caused by the negligence or willful misconduct of, or breach of this Agreement by, Ziegler or Ziegler's officers, directors, employees, or agents in the performance and furnishing of the Services. Customer shall indemnify Ziegler, its affiliates, subsidiaries, and its and their respective officers, directors, employees, agents, assigns and successors, against any Losses for death, personal injury, or damage to property to the proportionate extent the same have been proximately caused by the negligence or willful misconduct of, or breach of this Agreement by, Customer or Customer's officers, directors, employees, or agents.
- 9. Insurance. Ziegler will maintain in full force and effect throughout the term of this Agreement the following forms of insurance: (a) worker's compensation and occupational disease insurance within statutory limits; (b) commercial general liability insurance, including products and completed operations, contractual liability, and personal injury, written on an occurrence basis, with limits not less than a combined single limit per occurrence of \$1,000,000, \$2,000,000 general aggregate for bodily injury and property damage; \$1,000,000 aggregate for products/completed operations; and \$1,000,000 per person for personal injury/advertising injury; (c) automobile liability insurance for vehicles owned or operated by Ziegler, its employees or agents, with combined bodily injury and property damage limits of liability of no less than \$1,000,000 per occurrence; and (d) excess liability insurance over that required in clauses (a), (b), and (c) above, under the umbrella form, with a limit of liability of no less than \$1,000,000 each occurrence. Upon request, Ziegler will provide to Customer a Certificate of Insurance evidencing Ziegler's compliance with such insurance requirements.

- 10. Damages; Maximum Liability. IN NO EVENT WILL ZIEGLER, ITS EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, ENHANCED, INDIRECT, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, DIMINUTION OF VALUE, LOSS OF USE, DOWNTIME OR INTERRUPTION OF BUSINESS, ARISING OUT OF
- OR RELATING TO THIS AGREEMENT OR THE SERVICES, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT ZIEGLER WAS ADVISED OF THE POSSIBILITY OF DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL ZIEGLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SERVICES, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER TO ZIEGLER HEREUNDER IN THE SIX MONTHS IMMEDIATELY PRECEDING THE CLAIM. THE FOREGOING LIMITATIONS APPLY EVEN IF CUSTOMER'S REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE.
- 11. Limited Service Warranty. Ziegler warrants the Services will be performed in a professional, workmanlike manner, by qualified personnel consistent with industry standards, free from defects in workmanship for a period of 12 months from the date of completion of the Services, subject to the terms of the then-current Ziegler Power Systems Service Department Labor Warranty, a copy of which is available upon request. Warranty claims must be brought within the warranty period. Customer must provide prompt notice to Ziegler after discovery and before expiration of the warranty period. As Customer's sole and exclusive remedy, Ziegler, at Ziegler's sole discretion, will either re-perform the Service during Ziegler's normal business hours or refund all or part of the monies paid by Customer for the Service performed. Replacement parts shall be covered under the applicable warranty provided by the manufacturer. Non-Ziegler provided components are not covered by this warranty.
- 12. Disclaimer of Warranties. WITH THE EXCEPTION OF THE LIMITED WARRANTY PROVIDED IN SECTION 11, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS. ZIEGLER EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 13. Termination; Suspension. a. Either party may terminate this Agreement upon sixty (60) days' prior written notice to the other party. In the event of early termination by Customer, Customer shall pay for all Services performed prior to the termination date.
- b. If Customer breaches any provision hereof, or becomes insolvent, enters bankruptcy, receivership or other like proceedings, or makes an assignment for the benefit of creditors, Ziegler shall have the right to immediately terminate this Agreement by giving Customer written notice. Upon receipt of notice, Customer shall immediately pay Ziegler any monies due and owing up to the time of termination for Services performed. Notwithstanding the foregoing, if Customer fails to comply with the provision for Equipment Access in Section 6.b, Ziegler reserves the right to suspend or discontinue all Services, or terminate this Agreement, at Ziegler's sole discretion, without notice.
- 14. Data and Privacy. Ziegler and its partners, affiliates, subsidiaries, and third parties, including but not limited to suppliers, manufacturers, dealers, and service providers (collectively, "Ziegler Parties"), collect and share information relating to products, services, and customers as detailed in Ziegler's Privacy Policy and applicable manufacturers' statements located at [www.zieglercat.com/privacy](http://www.zieglercat.com/privacy), which are hereby incorporated into this Agreement by this reference. Manufacturers' statements may be updated at any time without notice. Products equipped with telematics or other tools, applications, or devices to collect, process, and assess information, such as equipment locations, operating hours, health of equipment, and basic utilization (collectively, "Telematics"), whether manufactured by Caterpillar or by other companies, collect and transmit information to Ziegler Parties with a legitimate business reason to access the information, including, but not limited to, providing services and support, developing new products and services, personalizing user experiences, improving products, or compliance with legal obligations. Customer understands that Telematics or other tools, as applicable, may have been activated on machines by Ziegler or the manufacturer, and may be subject to or required by specific manufacturer user agreements available to Customer upon request. Customer consents to the collection, use, storage, processing, sharing, and disclosure of such information by Ziegler Parties in accordance with this Agreement, Ziegler's Privacy Policy, and applicable manufacturers' statements.
- 15. Notices. All notices, requests, demands and other communications, including any notice of change of address, shall be sent by certified or registered mail with postage prepaid to the last designated address to the other party.
- 16. Compliance with Laws, Rules and Regulations. Each party agrees to comply with applicable federal, state, and local laws, rules, and regulations applicable to the Services in effect at the time of performance of the Services. Upon completion of the Services, Customer shall be responsible for complying with any changes in federal, state, and local laws, rules, and regulations.
- 17. Force Majeure. Ziegler will not be liable to Customer, and will not be deemed to have breached this Agreement, for any failure or delay in performing any term of this Agreement, to the extent the failure or delay is caused by or results from acts beyond Ziegler's control, including acts of God, flood, fire, earthquake, explosion, war, invasion, hostilities, terrorist threats or acts, cyber-attacks, riot or other civil unrest, requirements of law, embargoes or blockades, actions by any governmental authority, national or regional emergencies, epidemics or pandemics, labor stoppages or slowdowns or other industrial disturbances, concealed or unknown conditions at the site, delays in manufacture, supply shortages, or shortages of adequate power or transportation facilities (collectively, "Force Majeure Events"). Any Force Majeure Event that has an adverse effect on Ziegler's ability to perform will absolve Ziegler from any liability to Customer.
- 18. Entire Agreement; Amendment. This Agreement constitutes the entire agreement between Ziegler and Customer. Customer acknowledges and agrees that there are no oral or written contracts, agreements or warranties other than are set forth in this Agreement. No amendment or modification of this Agreement will be valid unless it is set forth in writing, signed by authorized representatives of both parties.
- 19. Waiver. No course of dealing, course of performance, or failure of either party strictly to enforce any term, right or condition of this Agreement shall be construed as a waiver of any other term, right or condition. No waiver or breach of any provision of this Agreement, in whole or in part, shall be construed to be a waiver of any subsequent breach of the same or any other provision.
- 20. Severability. Each portion of this Agreement is intended to be severable. If any term or provision hereof is held illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.

- 21.Survival. Any term or provision of this Agreement of an ongoing nature and/or which, by its nature and context, should reasonably be expected to survive the expiration or earlier termination of this Agreement, shall so survive such expiration or termination thereof.
- 22.Disputes; Governing Law. This Agreement is governed by and to be construed in accordance with the laws of the State of Minnesota, without regard to its principles of conflicts of law. If legal action is brought to enforce this Agreement, the Federal District Court of Minnesota (4th Division) or Hennepin County District Court (4th Judicial District) will be the exclusive jurisdiction and venue for said action unless Ziegler, in its sole discretion, commences proceedings in a different jurisdiction or venue.
- 23.Counterparts; Electronic Signatures. This Agreement may be separately signed by Ziegler and Customer in any number of counterparts, each of which, when signed and delivered, will be deemed to be an original, and all of which will constitute the same Agreement. Customer agrees that the Electronic Signatures (whether digital or encrypted) included in this Agreement are intended to authenticate this writing and have the same effect as manual signatures. "Electronic Signature" means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a person with the intent to sign the record, including facsimile or email electronic records, in accordance with the Uniform Electronic Transactions Act, Minnesota Statutes 325L.01–325L.19, as amended from time to time. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

**NOTICE OF PUBLIC HEARING - AMENDMENT OF CURRENT BUDGET**  
**STORY COUNTY**  
 Fiscal Year July 1, 2022 - June 30, 2023

The STORY COUNTY will conduct a public hearing for the purpose of amending the current budget for fiscal year ending June 30, 2023

**Meeting Date/Time:** 5/30/2023 10:00 AM

**Contact:** Lisa Markley

**Phone:** (515) 382-7212

**Meeting Location:** Public meeting room, 2nd Fl. Administration Building, 900 6th St., Nevada, IA 50201

There will be no increase in taxes. Any residents or taxpayers will be heard for or against the proposed amendment at the time and place specified above. A detailed statement of: additional receipts, cash balances on hand at the close of the preceding fiscal year, and proposed disbursements, both past and anticipated, will be available at the hearing. Budget amendments are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult <https://dom.iowa.gov/local-gov-appeals>.

REVENUES & OTHER FINANCING SOURCES		Total Budget as Certified or Last Amended	Current Amendment	Total Budget After Current Amendment
Taxes Levied on Property	1	28,147,360	0	28,147,360
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Less: Credits to Taxpayers	3	956,695	0	956,695
<b>Net Current Property Tax</b>	4	27,190,665	0	27,190,665
Delinquent Property Tax Revenue	5	3,450	0	3,450
Penalties, Interest & Costs on Taxes	6	75,000	0	75,000
Other County Taxes/TIF Tax Revenues	7	3,926,900	250,000	4,176,900
Intergovernmental	8	18,633,784	-971,470	17,662,314
Licenses & Permits	9	73,160	15,000	88,160
Charges for Service	10	2,002,995	-124,840	1,878,155
Use of Money & Property	11	432,156	821,200	1,253,356
Miscellaneous	12	724,700	397,100	1,121,800
Subtotal Revenue	13	53,062,810	386,990	53,449,800
Other Financing Sources:				
General Long-Term Debt Proceeds	14	0	0	0
Operating Transfers In	15	3,785,000	0	3,785,000
Proceeds of Fixed Asset Sales	16	14,500	39,400	53,900
<b>Total Revenues &amp; Other Sources</b>	17	56,862,310	426,390	57,288,700
<b>EXPENDITURES &amp; OTHER FINANCING USES</b>				
Operating:				
Public Safety and Legal Services	18	17,511,793	-897,752	16,614,041
Physical Health and Social Services	19	6,940,359	-1,707,610	5,232,749
Mental Health, ID & DD	20	0	0	0
County Environment & Education	21	6,645,863	297,920	6,943,783
Roads & Transportation	22	8,343,846	200,000	8,543,846
Government Services to Residents	23	2,071,207	5,800	2,077,007
Administration	24	9,818,256	-517,468	9,300,788
Nonprogram Current	25	4,764,110	-2,000,000	2,764,110
Debt Service	26	1,651,200	677,327	2,328,527
Capital Projects	27	9,911,361	-4,850,368	5,060,993
Subtotal Expenditures	28	67,657,995	-8,792,151	58,865,844
Other Financing Uses:				
Operating Transfers Out	29	3,785,000	0	3,785,000
Refunded Debt/Payments to Escrow	30	0	0	0
<b>Total Expenditures &amp; Other Uses</b>	31	71,442,995	-8,792,151	62,650,844
<b>Excess of Revenues &amp; Other Sources over (under) Expenditures &amp; Other Uses</b>	32	-14,580,685	9,218,541	-5,362,144
Beginning Fund Balance - July 1, 2022	33	41,475,884	0	41,475,884
Increase (Decrease) in Reserves (GAAP Budgeting)	34	0	0	0
Fund Balance - Nonspendable	35	0	0	0
Fund Balance - Restricted	36	14,255,174	8,606,570	22,861,744
Fund Balance - Committed	37	418,390	0	418,390
Fund Balance - Assigned	38	2,908,701	738,224	3,646,925
Fund Balance - Unassigned	39	9,312,934	-126,253	9,186,681
<b>Total Ending Fund Balance - June 30, 2023</b>	40	26,895,199	9,218,541	36,113,740

**Explanation of Changes:** Revenue changes in intergovernmental (grants); interest on investments; sale of fixed assets. Expense changes in spending of ARPA dollars; capital project delays.

5/3/2023

Dept Name	#	Amount	Reason	Funding Source
Board of Supervisors	01	7,000	Extra Help	General Fund
		<u>7,000</u>		
		(18,000)	Employee's Insurance	Gen Supp Fund
		<u>(18,000)</u>		
<b>Department Total</b>		<b>(11,000)</b>		
Auditor	02	6,800	Pay Plan Staff Salaries (elections)	General Fund
		3,400	Pay Plan Staff Salaries (mngmt)	General Fund
		<u>10,200</u>		
		(1,500)	FICA-Elections	Gen Supp Fund
		1,000	IPERS - Elections	Gen Supp Fund
		(8,500)	Employee's Insurance	Gen Supp Fund
		1,500	FICA - Mngmt	Gen Supp Fund
		1,000	IPERS - Mngmt	Gen Supp Fund
		(12,000)	Employee's Insurance	Gen Supp Fund
		<u>(18,500)</u>		
<b>Department Total</b>		<b>(8,300)</b>		
Treasurer	03	4,000	Pay plan staff (MV)	General Fund
		2,000	Pay plan staff (mngmt)	General Fund
		<u>6,000</u>		
		(1,500)	Employee's Insurance	Gen Supp Fund
		<u>(1,500)</u>		
<b>Department Total</b>		<b>4,500</b>		
County Attorney	04	(15,000)	Pay Plan Staff	General Fund
		<u>(15,000)</u>		
		(5,000)	FICA	Gen Supp Fund
		(4,000)	IPERS	Gen Supp Fund
		(5,000)	Employee's Insurance	Gen Supp Fund
		<u>(14,000)</u>		
<b>Department Total</b>		<b>(29,000)</b>		
Sheriff	05	(150,000)	Bargaining Unit Staff	General Fund
		3,400	Pay Plan Staff	General Fund
		50,000	Overtime Pay	General Fund
		25,000	Covid Passthru grant - MGMC	Grant
		<u>(71,600)</u>		
		(20,000)	FICA	Gen Supp Fund
		(10,000)	IPERS	Gen Supp Fund
		(75,000)	Employee's Insurance	Gen Supp Fund
		<u>(105,000)</u>		
		(30,000)	Bargaining Unit Staff	Rural Fund
		20,000	Overtime Pay	Rural Fund
		(5,000)	FICA	Rural Fund
		(3,500)	IPERS	Rural Fund
		(50,000)	Employee's Insurance	Rural Fund
		<u>(68,500)</u>		
<b>Department Total</b>		<b>(245,100)</b>		

Expenses

5/3/2023

Recorder	07	4,000	Salaries	General Fund
<i>Gen Fund</i>		<u>4,000</u>		
<b>Department Total</b>		<b>4,000</b>		
Animal Control	08			
		1,500	IPERS	Rural Fund
		(5,000)	Employee's Insurance	Rural Fund
<i>Rural Fund</i>		<u>(3,500)</u>		
			Special Animal Care	Friends of Animal
<i>Friends of Animal Fund</i>		<u>0</u>		
<b>Department Total</b>		<b>(3,500)</b>		
Gen Co Betterment 40%	10			
		3,750	Dues & Memberships	Rural Fund
		<u>3,750</u>		
Secondary Roads	20	200,000	Equipment operations	Secondary Road Fund
<i>Secondary Road Fund</i>		<u>200,000</u>		
<b>Department Total</b>		<b>200,000</b>		
Veterans Affairs	21	5,400	Salaries Pay Plan	General Fund
<i>Gen Fund</i>		<u>5,400</u>		
		500	FICA	Gen Supp Fund
		500	IPERS	Gen Supp Fund
<i>Gen Supp Fund</i>		<u>1,000</u>		
<b>Department Total</b>		<b>6,400</b>		
Conservation	22	(17,000)	Salaries - bargaining unit	General Fund Balance
		17,000	Salaries - pay staff	General Fund Balance
		(6,000)	Env Educ Supply	General Fund Balance
		9,000	Education & Training	General Fund Assigned
		(15,000)	Contract Labor	General Fund Balance
		(46,000)	US Army Corps Land Acq	Gen Fund Bal (EFT)
		(106,600)	Fish Habitate Grant	General Fund
<i>General</i>		<u>(164,600)</u>		
		(18,000)	Empl Insurance	Gen Supplemental Fund
<i>Gen Supp Fund</i>		<u>(18,000)</u>		
		(343,000)	Land acquisition -SR Greenbelt	Friends of Conservation
		(22,000)	Dakins cabin	Friends of Conservation
<i>Friends of Conserv</i>		<u>(365,000)</u>		
		(695,800)	Dakins cabin & MCF restoration	Conserv Acq & Cap Proj
<i>Conserv Acq &amp; Cap</i>		<u>(695,800)</u>		
<b>Department Total</b>		<b>(1,243,400)</b>		
Environmental Health	23	(75,000)	Septic Grant	Grant
<i>General</i>		<u>(75,000)</u>		
<b>Department Total</b>		<b>(75,000)</b>		

Expenses

5/3/2023

IRVM	24	5,000	Pay Plan Staff	Rural Fund Balance
		1,800	IPERS	Rural Fund Balance
<b>Department Total</b>		<b><u>6,800</u></b>		
Community Services	25	(10,000)	Pay Plan Staff	General Fund
		800	Office Supplies	General Fund
		700	Postage & mailing	General Fund
		425	Equip rent/maint	General Fund
<i>General</i>		<u>(8,075)</u>		
		1,000	IPERS	Gen Supplemental Fund
		<u>(10,000)</u>	Empl Insurance	Gen Supplemental Fund
<i>Gen Supp Fund</i>		<u>(9,000)</u>		
<b>Department Total</b>		<b>(17,075)</b>		
Human Services Center	50	6,500	Pay Plan Staff	General Fund
		2,000	OT	General Fund
<i>General</i>		<u>8,500</u>		
		2,500	IPERS	General Supplemental
<i>Gen Supp Fund</i>		<u>2,500</u>		
<b>Department Total</b>		<b>11,000</b>		
Facilities Manager	51	3,000	Pay Plan Staff	General Fund
<i>General</i>		<u>3,000</u>		
		<u>(15,000)</u>	Empl Insurance	General Supplemental
<i>Gen Supp Fund</i>		<u>(15,000)</u>		
<b>Department Total</b>		<b>(12,000)</b>		
Information Technology	52	(10,000)	Pay Plan Staff	General Fund
<i>General</i>		<u>(10,000)</u>		
		<u>(15,000)</u>	Empl Insurance	General Supplemental
<i>Gen Supp Fund</i>		<u>(15,000)</u>		
<b>Department Total</b>		<b>(25,000)</b>		
Planning & Development	53	1,700	FICA	Rural Fund
		1,000	Flex	Rural Fund
		3,500	Empl Insurance	Rural Fund
<b>Department Total</b>		<b><u>6,200</u></b>		
Justice Center Facilities	54	(10,000)	Pay plan salaries	
<i>General</i>		<u>(10,000)</u>		
		(1,000)	FICA	General Supplemental
		(1,000)	IPERS	General Supplemental
		<u>(15,000)</u>	Empl Insurance	General Supplemental
<i>Gen Supp Fund</i>		<u>(17,000)</u>		
<b>Department Total</b>		<b>(27,000)</b>		
MHDS Services	60	(295,600)	Pay Plan Staff	MHDS
		(23,300)	FICA	MHDS
		(29,000)	IPERS	MHDS
		(8,720)	Employers Flex	MHDS
		(70,500)	Empl Insurance	MHDS
		4,252	Audit refund	MHDS
<b>Department Total</b>		<b><u>(422,868)</u></b>		

Expenses

5/3/2023

Countywide Services	99	(677,326) StoryComm	General Fund Restricted
		3,674 Court Appt Counsel	General Fund
		50,000 Court Ordered services	General Fund
		60,000 PH Emerg Preparedness	General Fund -pass thru
		10,000 Immunization Serv	General Fund -pass thru
03110-344-99-20		3,319 ASSET Emerg shelter	GF Assigned
		2,400 YSS-IDSa grant	General Fund
		250,000 Debri site purchase	General Fund
		50,000 Child Care	General Fund
		(35,000) Empl Insurance	General Fund
		6,000 Vehicle Fuels/Maint	General Fund
		4,000 Management Services	General Fund
		<u>677,327</u> princple pay StoryComm	General Fund Restricted
<i>General Fund</i>		<i>404,394</i>	
		(262,547) Primary Health	ARPA funds
		(260,650) United Way	ARPA funds
		(30,650) Food distribution	ARPA funds
		(276,450) ACCESS	ARPA funds
		(54,857) Technical services	ARPA funds
		(550,000) YSS	ARPA funds
		(137,500) Technical services	ARPA funds
		(125,000) Child Care	ARPA funds
		14,670 Housing action plan	ARPA funds
		(2,000,000) Contributions other Gov	ARPA funds
		purchase Mosaic	ARPA funds
		(3,000,000) HOINT	ARPA funds
		(636,968) Admin Generator	ARPA funds
<i>ARPA Gen Subfund</i>		<u>(7,319,952)</u>	
<b>Department Total</b>		<b>-6,915,558</b>	
		<b>-\$8,792,151 Total Amendment (Expenses)</b>	
		General Fund:	94,219
		ARPA Gen Fund Subfund	(7,319,952)
		MHDS Services subfund	(422,868)
		Gen Supplemental Fund	(227,500)
		Rural Fund	(55,250)
		Secondary Roads Fund	200,000
		Conservation Land Acquisition	(695,800)
		Friends of Conservation	(365,000)
		Friends of Animals Fund	0
			<u>(8,792,151)</u>

5/3/2023

Dept Name	#	Amount	Reason	Funding Source
Treasurer	03	800,000	Interest on Investments	Fees
		20,000	Auto Registration Fees	Fees
<b>Department Total</b>		<b>820,000</b>		
Attorney	04			
		4,000	Sale of Seized Property	Seized property
Special Law Enf		<b>4,000</b>		
<b>Department Total</b>		<b>4,000</b>		
Sheriff	05	2,400	Miscellaneous	
		2,500	Other State Grants	
		25,000	Other State Grants - Covid MGMC	
		3,000	Other General Gov't Fees	
			Fuel Tax Refunds	
General Fund		<b>32,900</b>		
		2,400	Local Gov't Payments	
Rural Fund		<b>2,400</b>		
		3,500	Donations	
		33,000	Forfeitures	
Special Law Enf		<b>36,500</b>		
<b>Department Total</b>		<b>71,800</b>		
Recorder	07	(125,000)	Recording of Instruments	
		(4,000)	Change of Title fees	
<b>Department Total</b>		<b>(129,000)</b>		
Animal Control	08	600	Interest on Investments	Friends of Animals
		10,000	Donations	Friends of Animals
<b>Department Total</b>		<b>10,600</b>		
Secondary Roads	20	2,000	FEMA	Secondary Roads
		2,000	Trip permits	Secondary Roads
		13,000	All system permits	Secondary Roads
		2,000	Local Gov't Payments	Secondary Roads
		2,600	Work Comp	Secondary Roads
Secondary Road Fund		<b>21,600</b>		
<b>Department Total</b>		<b>21,600</b>		
Conservation	22	(4,500)	Miscellaneous	
		3,300	Sale of Fixed Assets	
		(250,000)	CIRPTA HOINT paving PH 3	State Grant
		(384,000)	State rec trails (HOINT)	State Grant
		(8,500)	IDNR Water Trail - Sopers Mill	State Grant
		(55,000)	IDNR Fish Habitat Grant- McFarland	State Grant
		(5,350)	IDNR Water Trail - Sopers Mill Road	State Grant
		(56,420)	IDNR Fish Habitat Grant-HGP Walleye	State Grant
General Fund Total		<b>(760,470)</b>		

Revenues

5/3/2023

		1,600	Interest on Investments	REAP
		<u>1,000</u>	REAP funds	State - REAP
	<i>REAP fund total</i>	<b>2,600</b>		
		<u>(19,500)</u>	Camping Fees	
	<i>Conserv Acq &amp; Cap Proj</i>	<b>(19,500)</b>		
		8,000	Interest on Investments	
		<u>43,000</u>	Trust Fund donations	
	<i>Friends of Conservation Total</i>	<b>51,000</b>		
<b>Department Total</b>		<b>(726,370)</b>		
Enrronmental Health	23	<u>(75,000)</u>	Septic grant	SCHTF Grant
<i>General Fund Total</i>		<b>(75,000)</b>		
<b>Department Total</b>		<b>(75,000)</b>		
IRVM	24	6,400	Miscellaneous	Rural Fund
		8,000	Sale of Fixed Assets	Rural Fund
		<u>(3,600)</u>	Other State Grants	Rural Fund
<b>Department Total</b>		<b>10,800</b>		
General Assistance	25	660	Other Health Fees	General Fund
<b>Department Total</b>		<b>660</b>		
Group Homes	26	<u>8,000</u>	Building Rent	General Fund
<b>Department Total</b>		<b>8,000</b>		
Human Services Center	50	<u>3,000</u>	Building Rent	General Fund
<b>Department Total</b>		<b>3,000</b>		
DHS	59	<u>25,000</u>	DHS Admin Reimb	General Fund
<b>Department Total</b>		<b>25,000</b>		
MHDS Services	60	<u>(430,000)</u>		
<b>Department Total</b>		<b>(430,000)</b>		
Countywide Services	99	50,000	LATCF Funds -ARPA	General Fund Rest
		(20,000)	Insurance/Damage	General Fund
		17,800	Miscellaneous	General Fund
		3,500	Sale of Fixed Assets	General Fund
		20,000	District Court Fees/Rev	General Fund
		10,000	Immunization Services	State Grant
		50,000	Pub Health Emerg Prepardness	State Grant
		(15,000)	Local Gov't Payments -watershed	General Fund
		38,500	Watershed Mngmt -State	State Grant
<i>General Fund Total</i>		<b>154,800</b>		

Revenues

5/3/2023

	2,000	Miscellaneous	Gen Suppl Fund
	8,000	District Court Fees/Rev	Gen Suppl Fund
	6,900	Work Comp	Gen Suppl Fund
<i>Gen Supplemental Total</i>	<u>16,900</u>		
	250,000	Local Option Sales Tax	Rural Fund
	24,600	Sale of Fixed Assests	Rural Fund
<i>Rural Fund Total</i>	<u>274,600</u>		Rural Fund
		TIF Revenues	TIF Fund
<i>TIF Fund Total</i>	0		
	365,000	Opioid Settlement	
<i>LG Opioid Abatement Total</i>	<u>365,000</u>		
<b>Department Total</b>	<u>811,300</u>		
<b>Total Request</b>	<b>426,390</b>	<b>Total Amendment (Revenues)</b>	
		General Fund:	79,890
		ARPA Gen Fund Subfund	0
		MHDS Services subfund	(430,000)
		General Supplemental Fund	16,900
		Rural Fund:	287,800
		LG Opioid Abatement Fund	365,000
		Secondary Roads Fund	21,600
		Special Law Enforcement Fund	40,500
		REAP	2,600
		Conserv Acq & Cap Proj	(19,500)
		Friends of Conservation	51,000
		Friends of Animals	10,600
			<u>426,390</u>

Revenues

"STATEMENT OF CHANGE IN FUNDS BALANCE"

FUND NAME & NUMBER	BEGINNING BALANCE	REVENUES	DISBURSEMENTS	ENDING BALANCE		
<b>FY'23 BUDGET</b>						
GENERAL BASIC #01000	12,514,886	24,478,076	26,213,555	10,779,407	2,718,590	31.97%
GENERAL SUBFUND MHDS #01006	107,000	443,810	451,890	98,920	<i>Restricted</i>	
ARPA GENERAL SUBFUND #01010	2,087,400	9,431,900	9,925,291	1,594,009	<i>Restricted</i>	
GEN. SUPPLEMENTAL #02000	2,557,596	5,345,506	6,322,298	1,580,804	<i>Restricted</i>	25.00% 31.50%
RURAL SERVICES #11000	2,386,527	6,925,803	7,987,144	1,325,186	243,090	20.69%
TIF #15000	80,391	926,281	986,200	20,472	<i>Restricted</i>	
URBAN RENEWAL PPROJ #17000	0	0	0	0	<i>Restricted</i>	
SECONDARY ROADS #20000	5,641,239	8,292,607	8,586,095	5,347,751	<i>Restricted</i>	62.28%
SPEC. LAW ENFCMENT #22000	79,726	18,050	10,190	87,586	<i>Restricted</i>	
REAP #23000	139,199	28,400	63,500	104,099	<i>Restricted</i>	
RECORDERS RECORDS #27000	56,359	14,800	14,400	56,759	<i>Restricted</i>	
JAIL INMATE CMSRY #28000	127,145	56,950	75,000	109,095	<i>GF Assigned</i>	
DEBT SERVICE #29000	69,191	678,478	665,000	82,669	<i>Restricted</i>	
CAPITAL PROJECTS #30000	352,429	0	200,000	152,429	<i>Restricted</i>	
CAP PROJ SECRRS #31000	0	0	0	0	<i>Restricted</i>	
CAPITAL PROJECTS TIF #32000	5,001	0	0	5,001	<i>Restricted</i>	
SHERIFF RES OFFICERS #35000	29,053	1,700	12,000	18,753	<i>Restricted</i>	
CO ATTY FINE COLLECTION #380	345,937	25,000	7,500	363,437	<i>GF Assigned</i>	
CONSERV LAND ACQ & CAP#6800	886,432	198,250	700,000	384,682	<i>GF Assigned</i>	
FRIENDS OF CONSERV #73000	1,178,239	160,500	421,130	917,609	<i>Restricted</i>	
FRIENDS OF ANIMALS #74000	92,618	30,400	25,000	98,018	<i>Restricted</i>	
TOTAL	28,736,368	57,056,511	62,666,193	23,126,686		
<b>FY'23 AMENDMENT</b>						
GENERAL BASIC #01000	14,800,415	24,353,765	27,397,163	11,757,017	2,570,336	34.80%
GENERAL SUBFUND MHDS #01006	16,400	13,810	29,022	1,188	<i>Restricted</i>	
ARPA GENERAL SUBFUND #01010	8,570,320	9,431,900	7,795,623	10,206,597	<i>Restricted</i>	
GEN. SUPPLEMENTAL #02000	2,961,867	5,362,406	6,331,798	1,992,475	<i>Restricted</i>	31.47% 31.05%
RURAL SERVICES #11000	2,503,761	7,223,603	8,168,364	1,559,000	383,411	21.84%
TIF #15000	71,177	926,281	986,200	11,258	<i>Restricted</i>	
URBAN RENEWAL PPROJ #17000	137,213	0	137,213	0	<i>Restricted</i>	
LG OPIOID SETTLEMENT #18000	0	365,000	0	365,000	<i>Restricted</i>	
SECONDARY ROADS #20000	7,675,066	8,314,207	9,382,856	6,606,417	<i>Restricted</i>	70.41%
SPEC. LAW ENFCMENT #22000	64,220	58,550	10,190	112,580	<i>Restricted</i>	
REAP #23000	139,873	31,000	63,500	107,373	<i>Restricted</i>	
RECORDERS RECORDS #27000	66,682	14,800	14,400	67,082	<i>Restricted</i>	
JAIL INMATE CMSRY #28000	125,739	56,950	75,000	107,689	<i>GF Assigned</i>	
DEBT SERVICE #29000	71,773	678,478	665,000	85,251	<i>Restricted</i>	
CAPITAL PROJECTS #30000	477,429	0	200,000	277,429	<i>Restricted</i>	
CAPITAL PROJECTS SR #31000	724,533	0	724,533	0	<i>Restricted</i>	
CAPITAL PROJECTS TIF #32000	519,332	0	519,332	0	<i>Restricted</i>	
SHERIFF RES OFFICERS #35000	34,069	1,700	12,000	23,769	<i>Restricted</i>	
CO ATTY FINE COLLECTION #380	346,375	25,000	7,500	363,875	<i>GF Assigned</i>	
CONSERV LAND ACQ & CAP#6800	898,865	178,750	4,200	1,073,415	<i>GF Assigned</i>	
FRIENDS OF CONSERV #73000	1,170,572	211,500	101,950	1,280,122	<i>Restricted</i>	
FRIENDS OF ANIMALS #74000	100,204	41,000	25,000	116,204	<i>Restricted</i>	
TOTAL	41,475,885	57,288,700	62,650,844	36,113,741		

fund balances

## Ending Fund Balance Projections for June 30, 2023

### FY23 General Fund

Restricted	50,000	LACTF
Committed:	418,390	DAPL Conserv - ETF
Assigned:	578,310	CIP Projects
	0	ASSET
	282,659	Small Community Funding
	<u>1,240,977</u>	Future Capital Project Needs
	2,101,946	
Unassigned:	9,186,681	<i>35% of budgeted general fund expenditures</i>
25% =	6,599,290	
	2,587,391	

### FY23 Supplemental Fund

Restricted:	1,992,475	<i>31% of budgeted supplemental fund expenditures</i>
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All other budgetary funds are restricted used funds.





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

## Licensed Code Support Agreement

This Support Agreement ("this Agreement") is made and entered into this 1st day of July, 2023 by and between "Solutions", Inc. (hereinafter "Vendor"), a (Software Developer and Licensor ) with principal offices at 2311 West 18th Street Spencer Iowa 51301-2631, and Story County, hereinafter "Customer"), a (Local Government and its Offices) with principal offices at: 900 6th Street Nevada, IA 50201

### WHEREAS,

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

### WHEREAS,

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

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

### Section 1 - Definitions

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **Section 2 - Scope of Services**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

### **Section 3 - Fees and Charges**

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

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

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



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

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

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

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

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

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

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

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

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

#### **Section 4 - Proprietary Rights**

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



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

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

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

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

#### **Section 5 - Disclaimer of Warranty and Limitation of Liability**

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

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

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

#### **Section 6 - Termination**

6.1 This Agreement may be terminated as follows:

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

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



## 6.2. Cancellation Under Multi-year Agreements

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

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

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

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

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

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

## **Section 7 - Hiring of Vendor's Personnel**

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

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

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

## **Section 8 - Miscellaneous**

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

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

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

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



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

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

**(Customer) Story County**

By: Latifah trisal

(Please type or print)

Signature: [Handwritten Signature]

Title: chair

Date: May 9, 2023

**Address: 900 6th Street**

**Nevada, IA 50201**

Telephone Number \_\_\_\_\_

Attachments - Exhibit A pages 1 & 2

**(Vendor) "Solutions", Inc.**

By: Robert E Dugan

(Please type or print)

Signature: \_\_\_\_\_

Title: VP - Operations

Date: \_\_\_\_\_, 2023

**Address: 2311 West 18<sup>th</sup> St.**

**Spencer, Iowa 51301-2631**

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



## Solutions Support Agreement - Exhibit A for Story County

This year's Support Agreement reflects a 7% increase from last year.  
**SUPPORT FEES:** A support fee of : \$31,522.20 shall be paid by the Customer to cover the the following licensed programs as indicated: The Agreement starts on 07/01/23 and ends on 06/30/24.

	<b>Annual Fee</b>
<b>Group C.</b>	
<b><u>Assessor Administration Applications</u></b>	
___ Base Real Estate / Grain / Partial Exemption / M & E	\$0.00
___ Sales Ratio Integration into base Real Estate	\$0.00
___ Vanguard Integrated Work Module	\$0.00
___ Schneider/Sidwell Transfer of CSR, Val. Acres	\$0.00
<b><u>Auditor</u></b>	
___ Base Real Estate / Grain / Utility Tax / TIF support	\$0.00
___ Transfer Book and Reports	\$0.00
<u>1</u> Government General Ledger/Accounts Payable/Budgets and Accrual Reporting	\$8,003.60
<u>1</u> Government Payroll System	\$7,062.00
___ Fixed Assets - Basic Inventory	\$0.00
<u>1</u> Drainage Accounting - Subsystem	\$1,177.00
___ Drainage Real Estate - Subsystem	\$0.00
	\$16,242.60
<b><u>Engineer</u></b>	
<u>1</u> D.O.T. Accounting & Payroll System w/ interface to Auditor	\$5,649.60
<u>1</u> Equipment Costs & Records	\$1,647.80
<u>1</u> Parts & Materials Inventory	\$1,647.80
	\$8,945.20
<b><u>Recorder</u></b>	
___ Instrument Indexes	\$0.00
___ Accounts Receivable	\$0.00
___ Vital Statistics	\$0.00
<b><u>Treasurer</u></b>	
___ Tax Receipting, Specials, Payments, Apportionment, Daily Cash Out & TaxSale	\$0.00
___ Online Tax Payments - Loading, Receiving & Monitoring- Annual Fee	\$1,391.00
<u>1</u> Miscellaneous Receipts / GL / Treasurer's Sub-ledger	\$3,766.40
___ Drainage Tax Receipts-Subsystem	\$0.00
___ Drainage Certificate Ledger-Subsystem	\$0.00
___ Banking & Investments	\$0.00
___ Document Locator (Imaging) for DOT Library	\$0.00
	\$5,157.40
<b><u>Specialty Applications and/or Support</u></b>	
<b>IBM I Server Management - for 9009-41A 78-39260</b>	
<u>1</u> OnDemand Printer Output to Storage Definitions	\$706.20
___ Scanning Interface for Imaging for Document Locator for 1st User	\$0.00
___ Scanning Interface for Imaging for Document Locator for additional Users	\$0.00
<u>1</u> CSN Interface includes 1 license of Claims by Department	\$470.80
___ Urban Revitalization, Annexation and Phase in	\$0.00
___ Records Storage Management	\$0.00
___ Third Party Transfer Book Interface	\$0.00
___ Claims by department Interface for	\$0.00
___ Payroll by Department Interface for -	\$0.00
	\$1,177.00
<b>AP</b>	<b>\$31,522.20</b>

## Solutions Support Agreement - Exhibit A for Story County

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

**Federal and State Mandated Enhancements**

**Minor Enhancements**

**Major Enhancements as specified in the Agreement**

**Phone Support shall include and be limited to:**

- Questions on the correct use and function of the Licensed Program.
- Reasonable assistance to install and operate new Licensed Program releases.
- Reasonable assistance relating to office procedures in regards to the operation of the Licensed Program.
- Assistance to correct the Customer's accidental or Incorrect usage of Licensed Program with a maximum of 2 hours per incident aggregate.
- All phone related support shall be limited to a 6 hour aggregate per module listed in Exhibit A, per office, per month.

**Phone Support through this Agreement does not cover:**

- Questions on the use of the Operating System, Database or Utilities. This may be covered by a variety of other service Agreements. Examples would be IBM i OS V7R3, Windows Server 2012 R2, 2016, 2019 Windows SQL, etc.
- Questions on Hardware This may be covered by a variety of other service Agreements.
- Fixing the Customer's data due to mistakes or incorrect usage of the program, requiring programming or other methods not covered.
- Phone Support shall not be construed to include training.
- All other duties performed over the phone shall incur our usual rates as specified in the Agreement

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

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



**APPROVED**  
 Board Member Initials: *[Signature]*  
 Meeting Date: 5/9/23  
 Follow-up action: \_\_\_\_\_

**General Assistance Quarterly Report for the  
 Story County Board of Supervisors  
 May 9, 2023  
 (Period covering January 2023 – March 2023)**

**General Assistance**

Caseload information:

Single Household Cases	Family Household Cases	Total for Reporting Period	Year-to-date Totals
15	18	33	58 - single
			59 - family
			117 - total

Denials/Referral to Other Resources:

# Issued during the reporting period	Year-to-date Totals
233	692

Applied, but did not return to complete assistance process:

# during the reporting period	Year-to-date Totals
20	64

Primary types of assistance:

Rent	Utilities	Misc. (meds, transportation, burial)
\$12760.00	\$289.76	\$11373.81

Applications:

# of Applications for the Quarter	Year-to-date Totals
282	884

**Substance Abuse Services**

# during the reporting period	Year-to-date Totals
6	13

SSI Interim Reimbursement program: 0 during the reporting period and 0 YTD.

## Centralized Intake

### Service Coordination:

Service Coordination Cases for the Quarter	Year-to-date Totals
5	16

### Service Collaborations (This includes collaborations put into CSN that may not request assistance from other agencies):

Total Service Collaborations for the Quarter for Rent/Utility Assistance	Year-to-date Totals	Unique Monthly Service Collaboration Totals by Individual	Year-to-date Totals
361	1030	268	817

### Assistance Requested and Amount Funded (dollar amount identified through collaborations):

	Requests for the Quarter	Approved for the Quarter	Requests Year-to-date Totals	Approved Year-to-date Totals
Rent	\$252284.36	\$52066.81	\$712433.81	\$126707.24
Utilities	\$52341.04	\$15397.61	\$67554.01	\$32402.57
Total	\$304625.40	\$67464.42	\$779987.82	\$159109.81

## General Assistance

The General Assistance Department has continued to take applications from the public for rent and utility assistance as usual over the past quarter. The department has been fully staffed for the entire quarter and we have been taking applications on a walk-in basis. This has improved the work flow for the Service Coordinators as well as providing the general public more flexibility when applying for assistance. Phone calls to General Assistance have also become more manageable.

Utility assistance during this quarter decreased due to being LIHEAP season. There will be quite the difference in utility assistance in April when applicants begin to receive shut off notices.

There have been two meetings with funders and other agencies that provide rent and utility assistance in the last quarter. These have been well attended and feedback from the agencies has been positive. The purpose of the group is to engage Story County Agencies that provide like services to be able to be informed and collaborate with one another.

This quarter 71 interviews were completed with Veterans or surviving spouses by Erin Rewerts, CVSO. There has been a sharp increase in Veteran activity due to

the Pact Act. Veterans received letters from the VA if they served during the Vietnam War, Persian Gulf and Post 9/11 informing them that they may be eligible for health care and/or to file a claim for newly added presumptive conditions.



Environmental Health Department  
Administration Building  
900 6<sup>th</sup> Street, Nevada, Iowa 50201

Phone 515-382-7240  
[www.storycountyiaowa.gov](http://www.storycountyiaowa.gov)

**APPROVED**  
Board Member Initials: *[Signature]*  
Meeting Date: 5-9-23  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Report to the Story County Board of Supervisors  
May 9, 2023

Aquatic Program

FY 23:

- Matt renewed his CPO license in February, all staff is now certified and certifications are good for 5 years
- Indoor pool routine inspections and follow-up compliance are nearly done
- Outdoor pool inspections (routine) will be starting soon and will be done by end of June per out contract

Complaints & NOV

- 5 nuisance complaints received since last update
  - Tires in a ditch, Strong odor from a pump station, burning landscape debris, nuisance property, debris dumped in a ditch

Indoor Air Quality

- From our radon awareness promotion we did we had given away 36 free kits to the public. This year we tried to gather a little more information about who was picking them up and we asked them to share their results with us. So far we have heard back from 10 homeowners and 7 of them were above the action level and are planning to take action.
- Researching grants that could be used for radon activities

Onsite Program

- Permit Info (2023):
  - 16 New & 4 Alteration applications
  - 17 TOT inspections reviews
  - 1 tanks pumped for regular maintenance – plus 12 pumped due to TOT
- Staff is working on ensuring maintenance contracts for mechanical systems are in place as required by code and updating processes for notification and tracking
- Application Packets for the SC Septic Repair Program are now available (this was the SC Housing Trust Grant we received). We have 2 applications in process at this time and 1 that was approved and will be installed soon.
- Annual Pumper report and invoice was submitted to DNR mid-April we

Tanning Program

FY 23:

- Staff served letters to 6 facilities for failing to be registered with the state – all but 1 have complied. Last facility is trying to determine if they will keep their tanning or permanently shut down operation (they are presently closed)
- Inspections will wrap up after indoor pools are finished

## Tattoo Program

FY 23:

- Facility inspections will wrap up in Boone & Story County after indoor pools are completed
- Once inspections are completed a report will be made to the Boone County BOH regarding the services we provided as per our contract
- We assisted DHHS again this year to inspect the annual Middle of the Map Tattoo Convention April 13-15. This event brings in about 200 artists. We are waiting on DHHS before we can submit our invoice

## Well Program

▪ FY 23:

- 11 well permits issued (2 water supply, 5 geothermal, 4 test wells)
  - 101 water samples (55 bacteria / nitrate, 42 arsenic / manganese, 3 Fluoride, 1 Iron Bacteria)
  - 12 wells plugged / 1 well rehab
  - 3 Chlorinated / 1 Assessment
- State website finally was repaired and operation by mid-March - Q2 and Q3 reports were submitted

## Joint Department Reviews

FY 23:

- 19 Plat & Survey Reviews
- 199 Reviews completed through Citizenseve:
  - 39 Interagency Reviews
  - 31 Plan Reviews
  - 122 Septic & Well Reviews
  - 7 Demolition Permits Reviewed

## Department & Staff

- We worked with Waterloo Biofilter and Drintech to host an open house where realtors, health departments and septic installers could come learn about their technology and treatment options
- Staff continues to be involved with several internal county committees including; Safety team, Go Green, Watershed work group, Emergency planning, and DEI
- Starting February 8<sup>th</sup> - Diversity, Equity & Inclusion Committee began. Laura is one of the co-chairs for this committee. They have already had a couple speakers come and speak to the committee.
- Laura attended the Tattoo workshop that was hosted by IEHA and DHHS
- Laura just completed her TOT class and is in the final phase before being able to independently review TOT inspection reports
- Our admin position became vacant on March 9<sup>th</sup>, we have held multiple rounds of interviews – offers have been made but declined

## Miscellaneous & Upcoming

- Iowa Realty has requested 2 Time Of Transfer trainings for their realtors – those will be done in June
- Kimberly will be attending the National Environmental Health Conference in New Orleans 7/31-8-4/23

Submitted by Kimberly Grandinetti on May 4, 2023

Closure No. 23-43

Date May 1, 2023

## 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 21/28 New Albany Twp on

260th Street is closed between US 65 and 710th Ave



Chair, Board of Supervisors

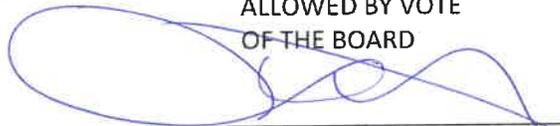
Attest: 

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 Andrea Wagner Story County Planning & Development, 900 6<sup>th</sup> St., Nevada, Iowa 50201 515-382-7245  
Return to Planning & Development, Nevada, Iowa 50201 515-382-7245

**STORY COUNTY IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION #23-86  
VACATION OF A UTILITY EASEMENT ON PARCEL A OF LOT 4 AND PART OF LOT 5 AND  
PARCEL B OF LOT 5 OF MATTHEW'S SUMMIT SUBDIVISION**

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

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

WHEREAS, the Section further indicates the County shall follow the process outlined in Section 354 of the Code of Iowa, once a petition to vacate part of an official plat is received; and

WHEREAS, John Lauridsen, 3889 Stagecoach Road, has submitted a petition to vacate a utility easement located on Parcel A of Lot 4 and part of Lot 5 and Parcel B of Lot 5 in Matthew's Summit Subdivision (Parcels #05-26-225-045 and #05-26-225-060); and

WHEREAS, on October 25, 2011, the Matthew's Summit Subdivision Plat was approved by the Board of Supervisors showing the utility easement; and

WHEREAS, on February 22, 2023, a Plat of Survey was recorded by Story County establishing Parcel A of Lot 4 and part of Lot 5 and Parcel B of Lot 5 within Matthew's Summit Subdivision; and

WHEREAS, Section 354 of the Code of Iowa allows proprietors of lots within an official plat to request to vacate any portion of the official plat by resolution following a public hearing and recording of the resolution;

WHEREAS, public notices were mailed April 20, 2023 to property owners within ¼ mile and the affected property owners and mortgagees located within 300 feet of the vacation area on March 29, 2023, and April 12, 2023, respectively, and utility providers were notified;

WHEREAS, the Planning and Zoning Commission recommended the Board of Supervisors approve the vacation at their April 26, 2023, meeting (vote 6-0); and

WHEREAS, Attachment A is a map of the area of Parcel A of Lot 4 and part of Lot 5 and Parcel B of Lot 5 in Matthew's Summit Subdivision to be vacated; and

WHEREAS, the Story County Board of Supervisors set the hearing on May 2, 2023 to consider and act on the requested utility easement vacation at their May 9, 2023, meeting;

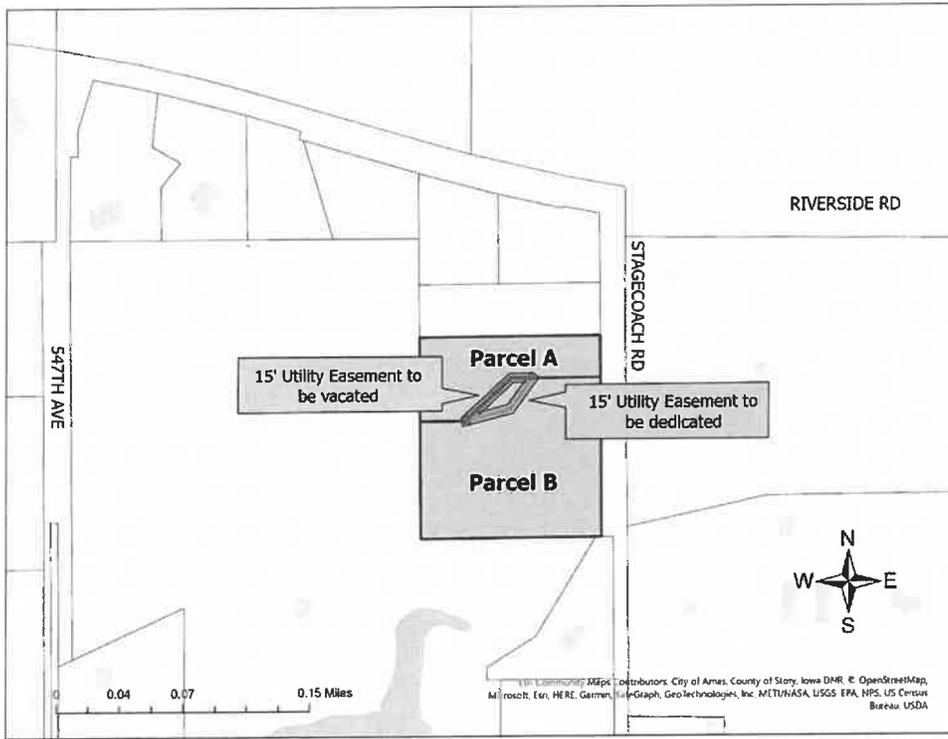
NOW, THEREFORE, BE IT RESOLVED that the requested vacation of the utility easement identified herein with Resolution #23-86 be approved.

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.



**Attachment A**

Area to be vacated on Parcel A of Lot 4 and part of Lot 5 and Parcel B of Lot 5 in Matthew's Summit Subdivision





Story County Planning and Development  
Administration Building  
900 6<sup>th</sup> Street, Nevada, Iowa 50201

Ph. 515-382-7245 Fax 515-382-7294  
[www.storycountyiaowa.gov](http://www.storycountyiaowa.gov)

## MEMORANDUM

**TO:** Story County Board of Supervisors  
**FROM:** Andrea Wagner, Planner  
**RE:** Requested Vacation Utility Easement Located on Parcel A of Lot 4 and part of Lot 5 and Parcel B of Lot 5 Matthew's Summit Subdivision, Franklin Township  
**DATE:** May 9, 2023

### Vacation Request

John Lauridsen, 3889 Stagecoach Road, has requested the vacation of the utility easement located on Parcel A of Lot 4 and part of Lot 5 (Parcel #05-26-225-045, 3893 Stagecoach Road) and Parcel B of Lot 5 (Parcel #05-26-225-060, 3889 Stagecoach Road) in Matthew's Summit Subdivision. Mr. Lauridsen currently owns Lot 4 and Lot 5, which both have two zoning designations: R-1 residential on approximately the eastern 270 feet and A-1 on western 150 feet of the lots. As a result, the original configuration of Lot 4 had a limited buildable area for residential development within the portion zoned R-1. Mr. Lauridsen recently reconfigured the shared property line between Lots 4 and 5 to create Parcels A and B, in order to increase the buildable footprint available on Parcel A (i.e., adding part of Lot 5 to the existing Lot 4) to construct a new residential dwelling. The Plat of Survey was officially recorded by Story County on February 22, 2023, establishing the new parcel boundaries. As a result of the parcel line adjustment, the current utility easement now diverts from the new property lines and cuts into the south-central portion of Parcel A (see Attachment A) and prevents a new dwelling from being built in the proposed location.

Mr. Lauridsen is requesting to vacate the utility easement on the entirety of Lots 4 and 5 and will be dedicating a new easement in its place. The net change will be the removal of the easement on the south-central portion of Parcel A that does not align with the property line between Parcel A and B and the inclusion of a 15' buffer area along the updated parcel boundary. Mr. Lauridsen has already worked with utility providers to move existing shared utilities within the new easement area. This will allow for the sale of Parcel A and construction of a new residential dwelling, while ensuring the utility easement remains consistent with the new parcel boundaries and will be able to serve both parcels. The other properties within Matthew's Summit Subdivision are not served by utilities within the proposed vacation area, nor will they be affected in the future. Lots 1 and 2 of the subdivision are developed and provided with utilities, while Lot 3 would not be affected if it is developed in the future.

### County Vacation Regulations

There are two processes identified in the Story County Land Development Regulations Chapter 87.10 to request vacation of official plats. One process is initiated by the proprietors (lot owners) and the other process is initiated by the County for parts of an official plat that have been conveyed to the County for public use. Because the land owned by Mr. Lauridsen within the proposed vacation area hasn't been





Story County Planning and Development Department  
Ph. 515-382-7245 Fax: 515-382-7294

conveyed to the County for public use, the proprietor (Mr. Lauridsen) was responsible for initiating the vacation.

Due to the above, Planning and Development staff followed the vacation process that is initiated by the proprietors of the lot. This process involves Planning and Development staff sending notices to property owners within a ¼ mile of the requested vacation area and to utility companies providing services in the area, review and recommendation of the requested vacation by the Planning and Zoning Commission at a public hearing and action on a resolution at a public hearing before the Board of Supervisors. Notice was served to two property owners located within 300 feet of the utility easement area. Additionally, notice of the public hearings for the vacation request was published twice in the county newspapers—once on April 20th, and once on May 4<sup>th</sup>.

**Points to consider in reviewing the vacation request**

1. The purpose for the vacation is to allow for the proposed residential development on Parcel A of Matthew’s Summit Subdivision in a manner that meets County setbacks and regulations.
2. Mr. Lauridsen has already completed the process of updating parcel boundaries and has worked with utility providers to move utilities to the new property line. Thus, this vacation is the final step to create the desired buildable footprint on Parcel A.
3. In addition to this vacation, Mr. Lauridsen is rededicating a new easement that includes the area along the new Parcel A and B boundaries. This will allow for the continued utility provision to both parcels. This is recommended as a condition of approval. Staff has reviewed the new easement documents and is working with Mr. Lauridsen’s attorney on finalizing them.
4. Staff concluded that the vacation does not impact any other properties outside of Mr. Lauridsen’s two development lots, Parcel A of Lot 4 and part of Lot 5 and Parcel B of Lot 5.

**Planning and Zoning Commission Hearing and Recommendation**

On April 26, 2023, the Planning and Zoning Commission heard the utility easement vacation request. The Commission did not have any questions for staff or discussion, nor did any members of the public provide comment. The Commission moved to recommend approval of the request to the Board of Supervisors, provided that new utility easements be provided and recorded in the County Recorder’s office.

The Commission’s recommendation is alternative #2 below.

**Alternatives**

- 1) The Story County Board of Supervisors approves Resolution 23-86, vacating the utility easement on Parcel A of Lot 4 and part of Lot 5 and Parcel B of Lot 5 of Matthew’s Summit Subdivision, as submitted.
- 2) **The Story County Board of Supervisors approves Resolution 23-86, vacating the utility easement on Parcel A of Lot 4 and part of Lot 5 and Parcel B of Lot 5 of Matthew’s Summit Subdivision, with the following condition:**





Story County Planning and Development Department  
Ph. 515-382-7245 Fax: 515-382-7294

**The vacation shall not be finalized and recorded until such time the new public utility easement documents dedicating an easement along the new Parcel A and B boundaries are submitted and recorded.**

- 3) The Story County Board of Supervisors denies Resolution 23-86, vacating the utility easement on Parcel A of Lot 4 and part of Lot 5 and Parcel B of Lot 5 of Matthew's Summit Subdivision, as submitted.
- 4) The Story County Board of Supervisors tables the decision on Resolution 23-8, vacating the utility easement on Parcel A of Lot 4 and part of Lot 5 and Parcel B of Lot 5 of Matthew's Summit Subdivision, and directs the applicant to address specific areas for additional information, review and/or modifications, and to work with staff to place the request back on the Board of Supervisor's agenda.

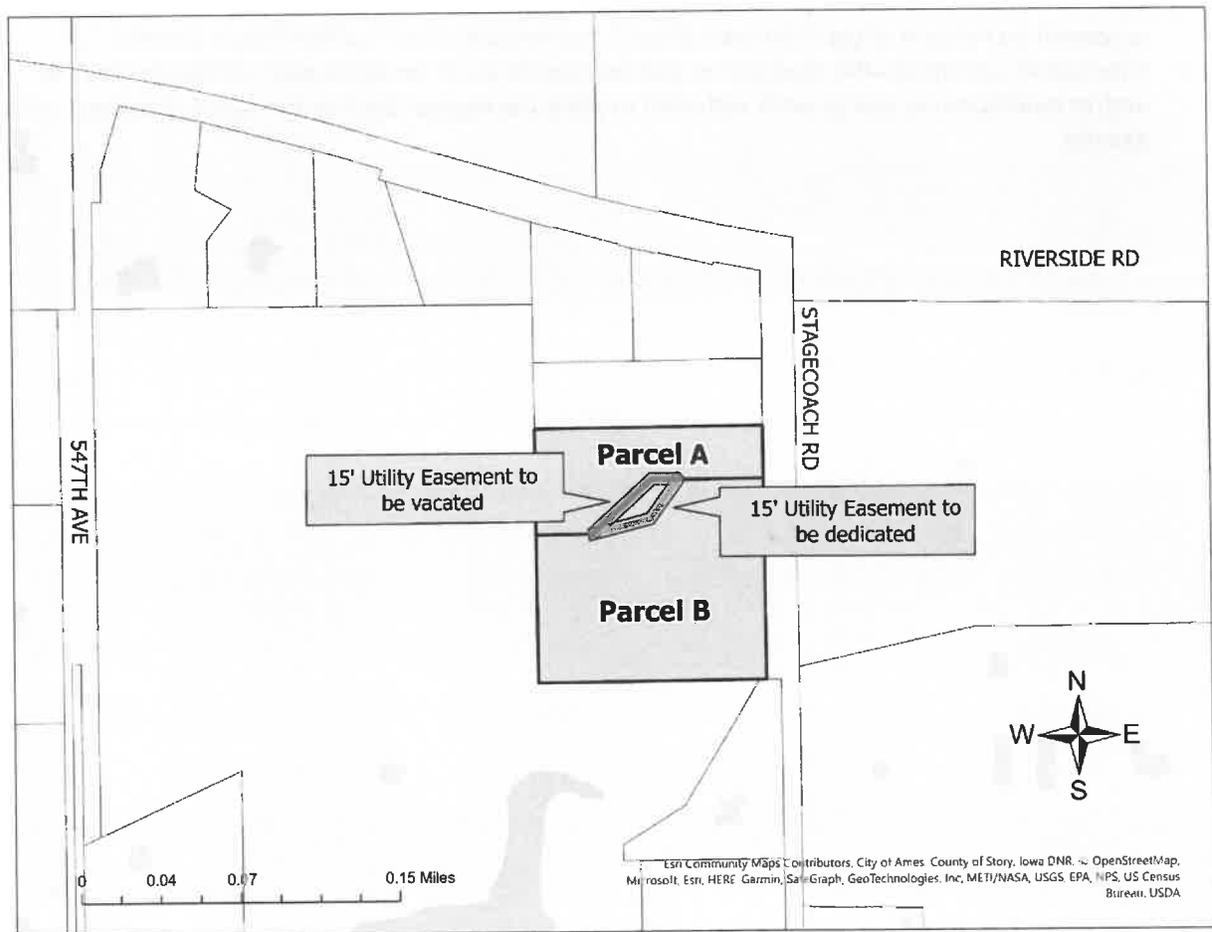




Story County Planning and Development Department  
Ph. 515-382-7245 Fax: 515-382-7294

**ATTACHMENT A**

Map of subject properties showing easement area



**PLAT OF SURVEY**

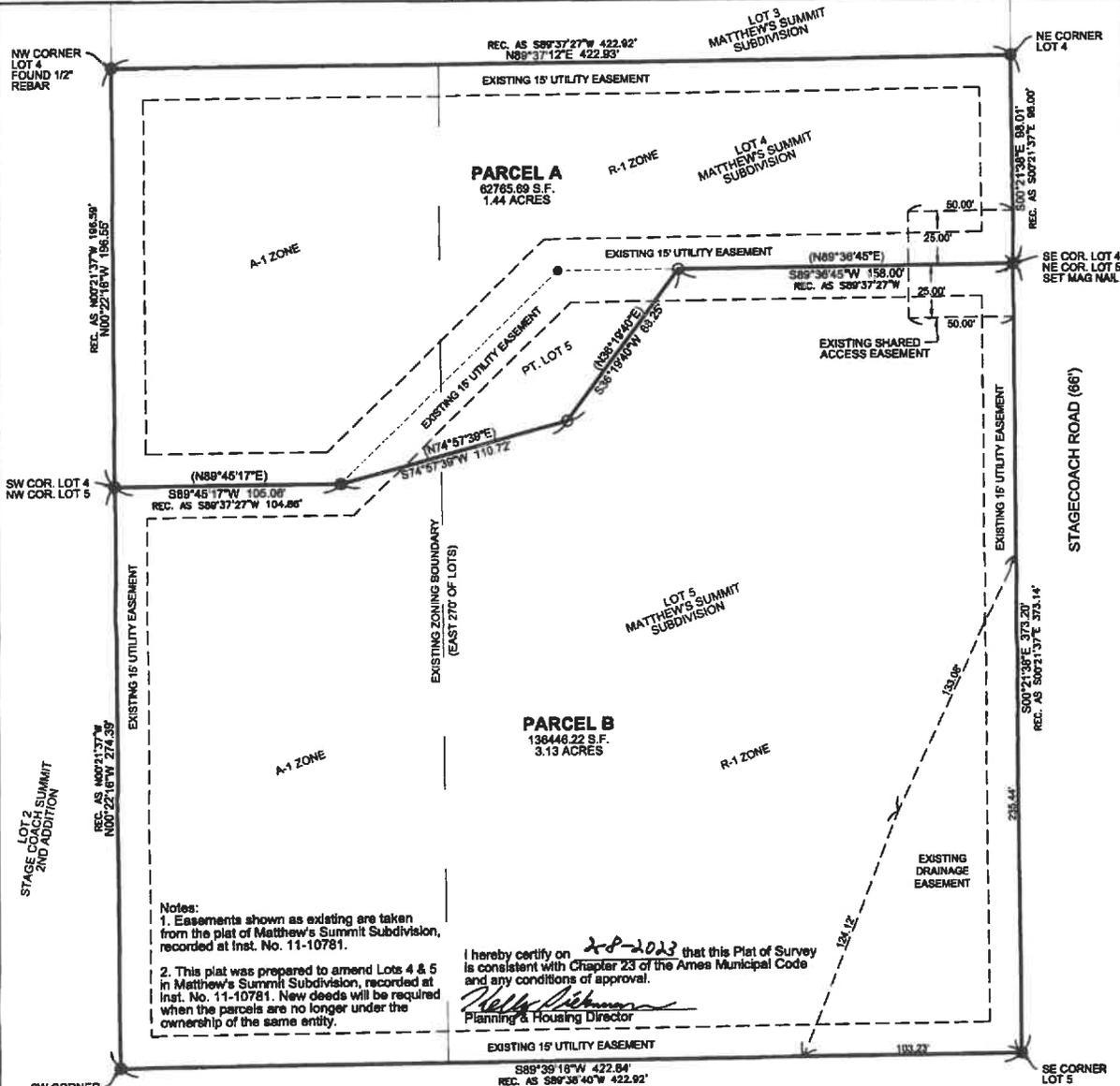
LOCATION: LOTS 4 & 5 IN MATTHEW'S SUMMIT SUBDIVISION  
SEC. 26-84-24, STORY COUNTY, IOWA

PROPRIETOR: JOHN LAURIDSEN

REQUESTED BY: JOHN LAURIDSEN

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

Instrument #: 2023-00986  
02/22/2023 09:10:55 AM Total Pages: 1  
SURY SURVEYS AND PLATS  
Recording Fee: \$ 7.00  
Stacie Herridge, Recorder, Story County Iowa



Notes:  
1. Easements shown as existing are taken from the plat of Matthew's Summit Subdivision, recorded at Inst. No. 11-10781.  
2. This plat was prepared to amend Lots 4 & 5 in Matthew's Summit Subdivision, recorded at Inst. No. 11-10781. New deeds will be required when the parcels are no longer under the ownership of the same entity.

I hereby certify on 2-8-2023 that this Plat of Survey is consistent with Chapter 23 of the Ames Municipal Code and any conditions of approval.  
*R. Bradley Stumbo*  
Planning & Housing Director

Survey Description - Parcel A:  
Lot 4 and part of Lot 5, all in Matthew's Summit Subdivision, Story County, Iowa, being more particularly described as follows: Beginning at the Northeast Corner of said Lot 4; thence S00°21'38"E, 98.01 feet to the Southeast Corner thereof; thence S89°36'45"W, 158.00 feet along the southerly line thereof; thence S38°19'40"W, 88.25 feet; thence S74°57'39"W, 110.72 feet to a corner of said Lot 4; thence S89°45'17"W, 105.06 feet to the Southwest Corner thereof; thence N00°22'16"W, 196.55 feet to the Northwest Corner of said Lot 4; thence N89°37'12"E, 422.93 feet to the point of beginning, containing 1.44 acres.

Survey Description - Parcel B:  
Part of Lot 5 in Matthew's Summit Subdivision, Story County, Iowa, being more particularly described as follows: Beginning at the Northeast Corner of said Lot 5; thence following the boundary thereof S00°21'38"E, 373.20 feet; thence S89°39'18"W, 422.84 feet; thence N00°22'16"W, 274.39 feet to the Northwest Corner thereof; thence N89°45'17"E, 105.06 feet; thence departing said boundary N74°57'39"E, 110.72 feet; thence N36°18'40"E, 88.25 feet to the north line of said Lot 5; thence N89°38'45"E, 158.00 feet to the point of beginning, containing 3.13 acres.

- = FOUND 1/2" REBAR W/ YELLOW CAP #17161 (UNLESS NOTED)
- = SET 1/2" REBAR W/ YELLOW CAP #17161



**SA**  
**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.

2/16/23  
DATE



## DECLARATION OF INTENT TO VACATE

The undersigned, constituting all of the proprietors and mortgagees within the area of the official plat to be vacated (the "Official Plat"), hereby agree as follows:

1. Certain utility easements (identified on Exhibit A attached hereto) (the "Easements") within the Official Plat are to be vacated in accordance with Section 354.22 of the Code of Iowa. The easements on Exhibit A labeled "Existing Shared Access Easement" and "Existing Drainage Easement" are not to be vacated by this instrument.
2. The legal description of the Official Plat before and after the vacation is as follows:

Parcel A

Lot 4 and part of Lot 5, all in Matthew's Summit Subdivision, Story County, Iowa, being more particularly described on the Plat of Survey recorded as Instrument #: 2023-00986

Parcel B

Part of Lot 5 in Matthew's Summit Subdivision, Story County, Iowa, being more particularly described on the Plat of Survey recorded as Instrument #: 2023-00986

[Signature Page Follows]

Dated this 12<sup>th</sup> day of April, 2023.

**PROPRIETOR:**

  
John Lauridsen

**MORTGAGEE:**

FIRST NATIONAL BANK, AMES, IOWA

By:   
Name: Dona McMasters  
Title: Vice President & Mortgage  
Loan Officer

**EXHIBIT A**  
**PLAT WITH UTILITIES**

See attached

**PLAT OF SURVEY**

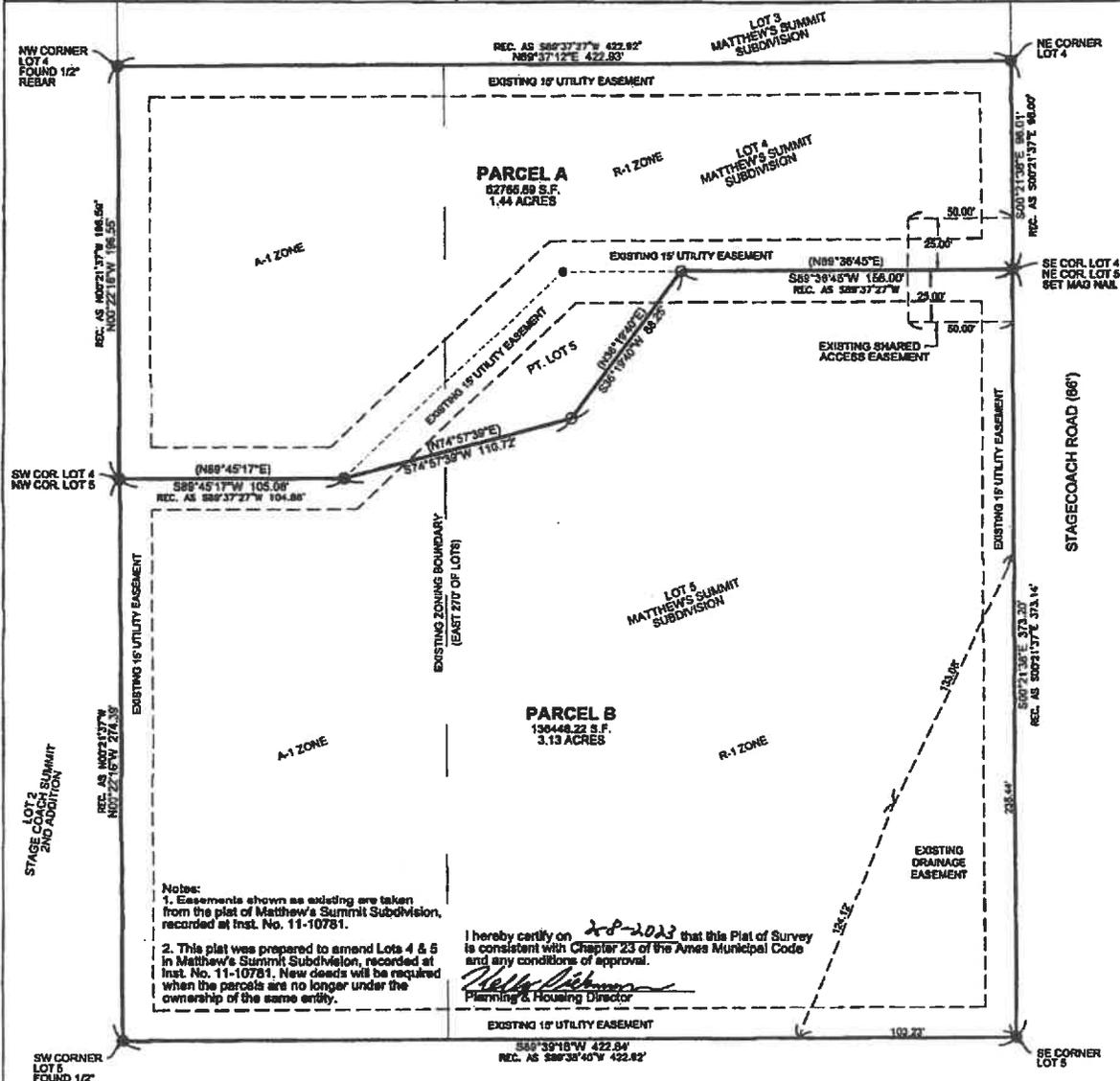
**LOCATION:** LOTS 4 & 5 IN MATTHEW'S SUMMIT SUBDIVISION  
SEC. 26-84-24, STORY COUNTY, IOWA

**PROPRIETOR:** JOHN LAURIDSEN

**REQUESTED BY:** JOHN LAURIDSEN

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

Instrument #: 2023-00986  
62/22/2023 09:19:55 AM Total Pages: 1  
SRVY SURVEYS AND PLATS  
Recording Fee: \$ 7.00  
Stacie Harridge, Recorder, Story County Iowa

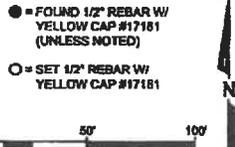


**Notes:**  
1. Easements shown as existing are taken from the plat of Matthew's Summit Subdivision, recorded at Inst. No. 11-10781.  
2. This plat was prepared to amend Lots 4 & 5 in Matthew's Summit Subdivision, recorded at Inst. No. 11-10781. New deeds will be required when the parcels are no longer under the ownership of the same entity.

I hereby certify on 2-8-2023 that this Plat of Survey is consistent with Chapter 23 of the Ames Municipal Code and any conditions of approval.  
*R. Bradley Stumbo*  
Planning & Housing Director

**Survey Description - Parcel A:**  
Lot 4 and part of Lot 5, all in Matthew's Summit Subdivision, Story County, Iowa, being more particularly described as follows: Beginning at the Northeast Corner of said Lot 4; thence S00°21'38"E, 98.01 feet to the Southeast Corner thereof; thence S89°38'45"W, 158.00 feet along the southerly line thereof; thence S36°19'40"W, 88.25 feet; thence S74°57'39"E, 110.72 feet to a corner of said Lot 4; thence S89°45'17"W, 105.08 feet to the Southwest Corner thereof; thence N00°22'16"W, 196.55 feet to the Northwest Corner of said Lot 4; thence N89°37'12"E, 422.83 feet to the point of beginning, containing 1.44 acres.

**Survey Description - Parcel B:**  
Part of Lot 5 in Matthew's Summit Subdivision, Story County, Iowa, being more particularly described as follows: Beginning at the Northeast Corner of said Lot 5; thence following the boundary thereof S00°21'38"E, 373.20 feet; thence S89°39'18"W, 422.84 feet; thence N00°22'16"W, 274.39 feet to the Northwest Corner thereof; thence N89°45'17"E, 105.08 feet; thence departing said boundary N74°57'39"E, 110.72 feet; thence N36°19'40"E, 88.25 feet to the north line of said Lot 5; thence N89°38'45"E, 158.00 feet to the point of beginning, containing 3.13 acres.



**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.  
DATE: 2/14/23



**DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER**  
Prepared By: Andrea Wagner, Story County Planning and Development, 900 6<sup>th</sup> Street, Nevada, IA 50201 (515) 382-7245

Please return to:  
Planning & Development

**STORY COUNTY IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION #23-92**

WHEREAS, Planning and Development staff have undertaken an update to amend the Natural Resource Area designation on the *Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map*, and

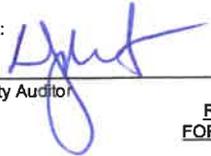
WHEREAS, on April 26, 2023, the Story County Planning and Zoning Commission recommended approval of the proposed amendment to the *Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map* to update the Natural Resource Area designation,

AND WHEREAS, it is the opinion of the Board of Supervisors of Story County, Iowa, that it is advisable and in the best interest of Story County, Iowa, and of all persons concerned, that said amendment to the *Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map*, updating the Natural Resource Area designation as shown on Attachment A be approved, and the proposed changes reflected on the *Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map*.

NOW, THEREFORE, BE IT RESOLVED that the amendment to the *Cornerstone to Capstone (C2C) Comprehensive Plan Future Land Use Map* by Planning and Development staff as shown on Attachment A be approved.

Dated this 9<sup>th</sup> day of May, 2023.

  
\_\_\_\_\_  
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

Above tabulation made by   
\_\_\_\_\_  
CHAIRPERSON

**Attachment A**







# STORY COUNTY

## Facilities Management

**JOBY BROGDEN**  
Director  
515.382.7401

**JON EICKHOLT**  
Assistant  
515.382.7402

Story County Administration  
900 6<sup>th</sup> St.  
Nevada, Iowa 50201  
515.382.7404 FAX

DATE: May 08, 2023  
TO: Board of Supervisors  
FROM: Joby J. Brogden  
RE: HSC Request For Closing To The Public

The Facilities Management department would like to request closing of the Human Services Center to the public from 5/15/23 – 5/19/23. Building will still be open for employees.

The main entry sidewalk at the Human Services Center in Ames is due for replacement this fiscal year, it is currently scheduled for the aforementioned date span. There is no safe way to complete this needed repair and maintain public access to the building.

The area will include the entire approach and stoop immediately outside the front entry on the north side of the building. Work would begin on Saturday 5/13/23 and be completed and ready for foot traffic on 5/20/23.

Employees would be able to work in the facility, only the main entry will be affected.

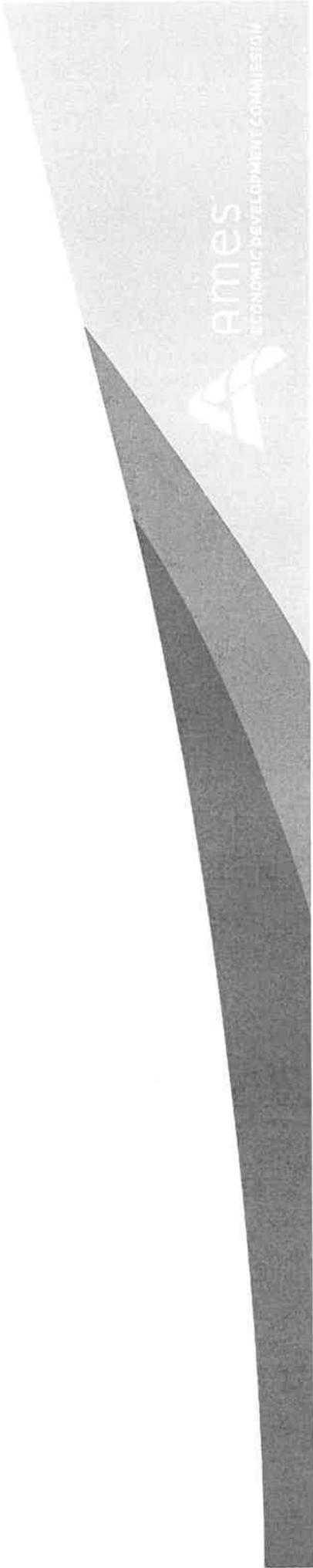
All employees who work within the building have been notified of the upcoming potential closer. Plan will be to give public notice and place signage in the parking area, to notify of the closure.

**APPROVED** **DENIED**  
Board Member Initials: \_\_\_\_\_  
Meeting Date: 5.9.23  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPROVED** **DEMED**  
Board Member Initials: [Signature]  
Meeting Date: 5.9.23  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# Colo-NESCO Child Care

Funding Request  
May 9<sup>th</sup>, 2023



# Camelot

THEATER FOUNDATION

5/3/2023

Dear County Board of Supervisors,

The Camelot Theater Foundation has been making a lot of progress since we toured the building with you. We would like to present to you what we have been up to as well as request some funds at your next meeting on May 9, 2023.

A little background on the Camelot Theater Foundation. CTF was formed to revitalize and maintain the historic Camelot Theater, in the historic downtown of Nevada, as a financially self-sustaining community arts, education, entertainment, and meeting space enhancing the vitality and landscape of downtown Nevada for the community, county, and state.

The Camelot Theater is a unique atmospheric movie palace. It was built in the classical revival architectural style in 1928, opening as the Circle Theater. In 1969 extensive renovations converted it to the Camelot Theater. In 2020, city and community stakeholders recognized that the theater was deteriorating and identified the need for this historic resource to be rehabilitated and preserved. In response to this plan, the Camelot Theater Foundation was formed.

The Camelot Theater is the most prominent building in Nevada's downtown district, and the priority is to rehabilitate and preserve this structure as a beautiful architectural centerpiece. Once revitalized, the theater will significantly impact Nevada and its surrounding communities by providing art, entertainment, rentals, and dining options. We have received support from Ames, Nevada, Colo, ISU Jazz Band, Heritage Troop and more for this project.

The Camelot Theater Foundation has applied for and received several grants as well as donations. We plan to apply for the CAT grant through the State. In order to apply for this, we need to show financial support from the City, they have pledged \$150,000, and from Story County. At this time, we are requesting funds in the amount of \$150,000 to match the City.

We would like to present to the Supervisors our plan and answer any questions you may have.

Thank you for your time and consideration.

The Camelot Theater Foundation  
1104 6<sup>th</sup> Street  
Nevada, IA  
[camelottheaterfoundation@gmail.com](mailto:camelottheaterfoundation@gmail.com)

**APPROVED** **DENIED**  
Board Member Initials: [Signature]  
Meeting Date: 5.9.23  
Follow-up action: Ask to check back w/BoS in a few months for possible consideration



Story County Conservation Board - McFarland Park 56461 180<sup>th</sup> St - Ames, Iowa 50010-9451  
Phone (515) 232-2516 - Fax (515)232-6989 - Email: conservation@storycounty.com  
www.storycountyconservation.org

Memorandum

To: Story County Board of Supervisors  
Through: Michael D. Cox, Director  
From: Patrick Shehan, Special Projects Ranger  
Date: May 9, 2023  
Re: Consideration of Destination Iowa Outdoor Recreation Grant Agreement with the Iowa Economic Development Authority.

The attached Agreement with the Iowa Economic Development Authority awards a Destination Iowa Outdoor Recreation Grant to Story County Conservation for the Heart of Iowa Nature Trail (HOINT) Phases 4, 5, 6 Paving Project. This grant is for the paving of the HOINT from S-14 to Collins. Total estimated project costs for this grant is \$4,819,000. Allocated funding includes: \$3,000,000 in ARPA funds through the Story County Board of Supervisors, and \$1,500,000 provided within this Destination Iowa Grant.

The Story County Conservation Boards requests your approval of this agreement with the Iowa Economic Development Authority.

Approval

Disapproval

5.9.23

Date

Date

**GRANT AGREEMENT BETWEEN  
THE IOWA ECONOMIC DEVELOPMENT AUTHORITY  
AND  
COUNTY OF STORY**

PROGRAM: Destination Iowa Outdoor Recreation  
AWARD NO.: 23-DOR-013  
AWARD AMOUNT: \$1,500,000  
TERM OF AGREEMENT: March 1, 2023 – September 30, 2026

THIS Grant Agreement (“Grant Agreement”) is between Iowa Economic Development Authority (“Authority”) and County of Story (“Subrecipient”).

**AWARD IDENTIFICATION**

SUBRECIPIENT NAME:	County of Story
SUBRECIPIENT LEGAL ENTITY NAME:	County of Story
SUBRECIPIENT ADDRESS:	900 6 <sup>th</sup> St.
CITY, STATE, ZIP:	Nevada, IA 50201-2004
SUBRECIPIENT UEI NUMBER:	MR7LH26Y2UW7
FEDERAL AWARD IDENTIFICATION NUMBER:	SLFRP4374
FEDERAL AWARD DATE:	July 9, 2021
GRANT PERFORMANCE START DATE:	March 1, 2023
GRANT PERFORMANCE END DATE:	September 30, 2026
AMOUNT OF FEDERAL FUNDS OBLIGATED:	\$1,500,000
SUBRECIPIENT TOTAL PROJECT COST:	\$4,819,000
FEDERAL GRANT PROJECT DESCRIPTION:	Coronavirus State and Local Fiscal Recovery Funds
NAME OF FEDERAL AWARING AGENCY:	US Department of Treasury
NAME OF PASS-THROUGH ENTITY:	Iowa Economic Development Authority
ADDRESS OF PASS-THROUGH ENTITY:	1963 Bell Avenue, Ste 200, Des Moines, IA 50315
AUTHORITY CONTACT INFORMATION:	Megan Andrew, 515.348.6147
ASSISTANCE LISTING NUMBER:	21.027 – Coronavirus State and Local Fiscal Recovery Funds
FEDERAL AWARD AMOUNT AVAILABLE:	\$100,000,000.00
IS THIS AWARD R & D:	No

**ARTICLE 1 - FUNDING**

**1.1 FUNDING SOURCE**

The funding source for the Grant shall be funds allocated to the State of Iowa pursuant to the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) (“the Act”), specifically Subtitle M – Coronavirus State and Local Fiscal Recovery Funds, Section 9901 of the Act (“SLFRF”).

**1.2 MAXIMUM PAYMENTS**

It is expressly understood and agreed that the maximum amount to be paid to the Subrecipient by the Authority under this Grant Agreement shall not exceed the \$1,500,000 specified in the

above caption, in the aggregate, unless modified in writing and fully executed by the Parties hereto.

### **1.3 FAILURE TO RECEIVE GRANT FUNDS**

The Authority shall be obligated to provide said funds to the Subrecipient only on the condition that grant funds shall be available from Treasury. Failure of the Authority to receive grant funds shall cause this Grant Agreement to be terminated.

## **ARTICLE 2 - USE OF FUNDS**

### **2.1 GENERAL**

The Subrecipient has applied for and was awarded a Destination Iowa Outdoor Recreation Grant for a project described in Exhibit C, Description of the Project and Award Budget (the "Project"). The Destination Iowa Outdoor Recreation Grant Application, including all documents attached to or incorporated into the Grant Application (the "Application"), submitted to the Authority by the Subrecipient is incorporated herein as Exhibit A. The Subrecipient shall perform in a satisfactory and proper manner, as determined by the Authority. The use of funds shall be in accordance with the Application; the provisions of the Act; Sections 602(b), 602(c), and 603(b) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds effective April 1, 2022 ("Final Rules") and federal regulations described in U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; all applicable Treasury or other federal guidance; and as described in this Grant Agreement.

### **2.2 BUDGET**

Changes from the approved budget detailed in Exhibit C must be requested by the Subrecipient and may be authorized by the Authority. Such requests must be made in advance of expenditure.

## **ARTICLE 3 – CONDITIONS TO DISBURSEMENT OF FUNDS**

Unless and until the following conditions have been satisfied, the Authority shall be under no obligation to disburse to the Subrecipient any amounts under this Grant Agreement:

### **3.1 GRANT AGREEMENT EXECUTED**

This Grant Agreement shall be properly executed and, where required, acknowledged, by the Authority and the Subrecipient.

### **3.2 DOCUMENTATION OF COMPLIANCE**

Subrecipient shall provide the Authority with satisfactory documentation of compliance with 2 C.F.R. 200 – *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal*

*Awards* (“Uniform Guidance”), including procurement standards therein, and any other federal and state laws, rules, ordinances, regulations, guidance, and orders applicable to the award.

### **3.3 DOCUMENTATION REQUIRED FOR PAYMENT**

Sub-Grant funds cannot be paid in advance of expenditure. The Subrecipient shall expend monies only on eligible costs and shall submit reimbursement (draw) requests for payment to the Authority by submission of Draw Request Reimbursement form and accompanying documents to [destinationiowa@iowaeda.com](mailto:destinationiowa@iowaeda.com). The Subrecipient shall provide documentation satisfactory to the Authority of 100 percent of project financing prior to submitting its first draw request. Subrecipient may make up to four reimbursement requests per calendar year. Funds will be reimbursed based on the award to total project cost percentage. The following shall accompany all draw requests:

- 3.3.1 A Draw Request Reimbursement Form (form prescribed by the Authority).
- 3.3.2 A Draw Request Itemization (form prescribed by the Authority) that lists all expenditures submitted for reimbursement.
- 3.3.3 Copies of paid invoices shown on the Draw Request Itemization
- 3.3.4 The Authority reserves the right to request additional documentation, including but not limited to documentation relating to expenditures to be reimbursed, including but not limited to, copies of cancelled checks or other documentation of payment.

### **3.4 DEADLINE FOR FINAL DRAW REQUEST**

**The Subrecipient shall submit all draw requests; document completion of project construction to the satisfaction of the Authority; and obtain waiver(s), release(s), or other documentation of resolution of any and mechanics or other liens by no later than September 30, 2026.** Failure to request disbursement of all Grant funds by that date may result in forfeiture of the Grant and repayment of all funds disbursed to the Subrecipient. The Authority is under no obligation to disburse funds to the Subrecipient if the final draw request is submitted after September 30, 2026.

### **3.5 PROJECT PERFORMANCE CHECKS**

The Authority will conduct project performance checks as follows:

- 3.5.1 Quarterly Reports. The Authority will review project progress information provided in quarterly reports submitted pursuant to Article 5.3.1.
- 3.5.2 June 30, 2024 – Compliance Check. The Authority will review the Project to verify compliance with requirements to obligate funds and procurement standards.
- 3.5.3 September 30, 2026 – Closeout. Documentation to closeout the grant will include the following:

- a. Photo verification that the items in Exhibit C, Description of the Project and Award Budget have been completed as presented in Exhibit A, Subrecipient's Application.
- b. Verification that the total project cost in Exhibit C has been expended as presented in Exhibit A, Subrecipient's Application.
- c. Any other documentation requested by the Authority.

3.5.1 The Authority reserves the right to conduct additional performance checks to verify compliance with the Grant terms.

#### **ARTICLE 4 – REPRESENTATIONS AND WARRANTIES OF SUBRECIPIENT**

The Subrecipient represents, covenants, and warrants that:

##### **4.1 AUTHORITY**

The Subrecipient is an entity organized in Iowa or organized in another state and authorized to do business in Iowa and duly authorized and empowered to execute and deliver this Grant Agreement. All required actions on the Subrecipient's part, such as appropriate resolution of its governing board for the execution and delivery of this Grant Agreement, have been effectively taken.

##### **4.2 USE OF FUNDS**

The Subrecipient will use the Grant Funds to complete the Project in accordance with the Application; the provisions of the Act; Sections 602(b), 602(c), and 603(b) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 31 CFR Part 35, Coronavirus State and Local Fiscal Recovery Funds effective April 1, 2022 ("Final Rules") and federal regulations described in U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; all applicable Treasury or other federal guidance; and as described in this Grant Agreement. The Participant will use the Grant for no other purpose.

##### **4.3 FINANCIAL INFORMATION**

All financial statements and related materials concerning the Grant provided to the Authority in the Application are true and correct in all material respects and completely and accurately represent the subject matter thereof as of the date of the statements and related materials, and no material adverse change has occurred since that date.

##### **4.4 APPLICATION**

The contents of the Application were a complete and accurate representation of the Project as of the date of submission, and there has been no material adverse change in the organization, operation, or key personnel of the Subrecipient since the date the Subrecipient submitted its Application that have not been communicated to the Authority.

##### **4.5 CLAIMS AND PROCEEDINGS**

There are no actions, lawsuits or proceedings pending or, to the knowledge of the Subrecipient, threatened against the Subrecipient affecting in any manner whatsoever their rights to execute this Grant Agreement, or to otherwise comply with the obligations of this Grant Agreement. There are no actions, lawsuits or proceedings at law or in equity, or before any governmental or administrative authority pending or, to the knowledge of the Subrecipient, threatened against or affecting the Subrecipient.

#### **4.6 PRIOR AGREEMENTS**

The Subrecipient has not entered into any verbal or written agreements or arrangements of any kind which are inconsistent with this Grant Agreement.

#### **4.7 EFFECTIVE DATE OF COVENANTS, WARRANTIES, AND REPRESENTATIONS**

The covenants, warranties and representations made by the Subrecipient in this Grant Agreement are true and binding as of the date on which the Subrecipient executed this Grant Agreement. The covenants, warranties and representations of this Article shall be deemed to be renewed and restated by the Subrecipient as of the Effective Date of this Grant Agreement and at the time of disbursement of funds.

### **ARTICLE 5 – AFFIRMATIVE COVENANTS OF THE SUBRECIPIENT**

For the duration of this Grant Agreement, the Subrecipient covenants with the Authority that:

#### **5.1 WORK AND SERVICES**

The Subrecipient shall perform work and services as described in Exhibits A and C.

#### **5.2 APPLICABLE LAWS, GUIDANCE, RULES AND REGULATIONS**

5.2.1 The Subrecipient acknowledges the applicability of federal laws, guidance, rules and regulations to the award and Grant, including but not limited to the Act; Section 602(c) of the Social Security Act; all rules and regulations applicable to SLFRF, including but not limited to 2 CFR 200 and all appendices thereto, the Final Rules, and all rules and regulations described in U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Fund Award Terms and Conditions attached hereto as Exhibit B; and all applicable Treasury or other federal guidance.

5.2.2 The Subrecipient agrees to comply with all applicable laws, guidance, rules and regulations.

5.2.3 The Subrecipient acknowledges that 2 CFR 200 includes procurement standards in 200.318 through 200.327. The Subrecipient agrees to follow the procurement standards in the use of funds provided pursuant to this Grant Agreement and to provide a compliant procurement policy to IEDA.

#### **5.3 REPORTING**

5.3.1 *Quarterly Reporting.* The Subrecipient agrees to comply with any and all reporting obligations established by Treasury and/or by the Authority as related to this the award and this Grant, including providing information and data required by the Authority once each quarter of the calendar year during the duration of this Grant Agreement. The report for each prior Calendar Year quarter shall be due on the 10<sup>th</sup> day of January, April, July, and October or as otherwise directed by the Authority. Reporting shall include, but shall not be limited to, amount of funds obligated and amount of funds expended.

5.3.2 *Public Disclosure.* The Subrecipient acknowledges that any information reported may be subject to public disclosure.

5.3.3 *Davis-Bacon Reporting.* If the expected total cost of the Project is Ten Million Dollars (\$10,000,000) or more, the Subrecipient shall report whether, to complete the Project, the Subrecipient is using funds from a federal program other than an ARPA program ("non-ARPA program") that requires enforcement of the Davis-Bacon Act. If enforcement of the Davis-Bacon Act is required because the Subrecipient is using funds from a non-ARPA program that requires enforcement of the Davis-Bacon Act, the Subrecipient shall report that information to the Authority and shall certify that it is enforcing the Davis-Bacon Act.

#### **5.4 RECORDS**

The Subrecipient shall maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues received under this Sub-Grant Agreement in sufficient detail to reflect all costs, direct and indirect, of labor, materials, equipment, supplies, services and other costs and expenses of whatever nature, for which payment is claimed under this Sub-Grant Agreement. The Subrecipient shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Sub-Grant Agreement and shall maintain these materials for a period of five years beyond the end date of the Sub-Grant Agreement or December 31, 2032, whichever is later. Records shall be retained beyond the prescribed period if any litigation or audit is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances, the records shall be retained until the litigation, audit or claim has been finally resolved.

#### **5.5 ACCESS TO RECORDS/INSPECTIONS**

The Subrecipient shall permit and allow the Authority, its representatives, representatives of Treasury, and/or Iowa's Auditor of State to access and examine, audit and/or copy the following, wherever located: any plans and work details pertaining to the Grant; all of the Subrecipient's books, records, policies, client files, and account records; all other documentation or materials related to this Grant Agreement; and any facility used to carry out the Grant or Project facility. The Subrecipient shall provide proper facilities for making such examination and/or inspection of the above-mentioned records and documentation. The Subrecipient shall not impose a charge for audit or examination of the Subrecipient's information and facilities.

#### **5.6 USE OF GRANT FUNDS/TIMEFRAMES**

5.6.1. The Subrecipient shall expend funds received under this Grant Agreement only for the purposes and activities necessary to complete the Project and as otherwise approved by the Authority and subject to ARTICLE 2 - USE OF FUNDS herein.

5.6.2 The Subrecipient acknowledges and agrees that funds for this Grant are provided by the State and Local Fiscal Recovery Fund (SLFRF), part of the American Rescue Plan. SLFRF requires that all costs be incurred during the period beginning March 3, 2021 and ending December 31, 2024. Under the Destination Iowa Program, costs incurred before notice of award are not eligible for reimbursement through the program. Therefore, all costs incurred prior to March 1, 2023 and after December 31, 2024 are not eligible uses of these funds. The period of performance for SLFRF funds runs until December 31, 2026, which will provide the Subrecipient an additional two years during which they may expend funds for costs incurred (i.e., obligated) by December 31, 2024. Any Grant funds not obligated or expended within these timeframes must be returned to the State. The Subrecipient acknowledges and agrees that it will be held accountable to these funding timeframes.

## 5.7 NOTICE OF PROCEEDINGS

The Subrecipient shall notify the Authority within 30 days of the initiation of any claims, lawsuits or proceedings brought against the Subrecipient.

## 5.8 NOTICES TO THE AUTHORITY

In the event the Subrecipient becomes aware of any material alteration in the Grant, initiation of any investigation or proceeding involving the Grant, or any other similar occurrence, the Subrecipient shall promptly notify the Authority.

## 5.9 CONFLICT OF INTEREST

5.9.1 *Conflict of Interest Policies.* The Subrecipient shall have and follow written conflict of interest policies that conform to 2 CFR 200.112 and 200.318. Written policies must be established that govern conflicts of interest and for federal awards. Any potential conflicts of interest must be disclosed in writing to the Authority.

5.9.2 *Individual Conflicts of Interest.* For the procurement of goods and services, the Subrecipient and its contractors must comply with the codes of conduct and conflict of interest requirements under 2 CFR Part 200. For all transactions and activities, the following restrictions apply:

5.9.2.1 *Conflicts Prohibited.* No person who exercises or has exercised any functions or responsibilities with respect to activities assisted under the Project, or who is in a position to participate in a decision-making process or gain inside information with regard to activities assisted under the Project, may obtain a financial interest or benefit from an assisted activity; have a financial interest in any contract, subcontract, or agreement with respect to an assisted activity; or have a financial interest in the proceeds derived from an assisted activity, either for him or herself or for those with whom he or she has immediate family or

business ties, during his or her tenure or during the one-year period following his or her tenure.

5.9.2.2 *Persons Covered.* The conflict of interest provisions of this section apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the Subrecipient.

## **5.10 CERTIFICATION REGARDING GOVERNMENT-WIDE RESTRICTION ON LOBBYING**

The Subrecipient certifies, to the best of their knowledge and belief, that:

- 5.10.1 No federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Grant agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal Grant agreement, grant, loan, or cooperative agreement.
- 5.10.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Grant Agreement, the Subrecipient shall complete and submit to the Authority, "Disclosure of Lobbying Activities" form as approved by the Office of Management and Budget.
- 5.10.3 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

## **5.11 PROGRAM CERTIFICATIONS**

The Subrecipient certifies and assures that the Grant will be conducted and administered in compliance with all applicable federal and state laws, rules, ordinances, regulations, guidance, and orders. The Subrecipient certifies and assures compliance with the applicable orders, laws, rules, regulations, and guidance, including but not limited to, the following:

- 5.11.1 *Contractor Eligibility.* The Subrecipient certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the transaction by any Federal department or agency. The Excluded Parties List System can be found at <https://www.sam.gov/>.
- 5.11.2 *Subrecipient Integrity and Performance Matters.* The Subrecipient shall comply with the requirements in Appendix XII to 2 CFR Part 200 – Award Term and Condition for Subrecipient Integrity and Performance Matters. This pertains to information and reporting in the federal System for Award Management (SAM) for agencies with more than \$10,000,000 in currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies.

## **5.12 DOCUMENTATION AND SIGNAGE.**

The Subrecipient shall ensure that all documentation, publications and signage produced with Grant funds regarding the Project shall include the following: *This project is being supported, in whole or in part, by federal award number 21.027 to the State of Iowa by the U.S. Department of the Treasury.*

## **5.13 EQUAL OPPORTUNITY CLAUSE FOR CONSTRUCTION WORK.**

5.13.1 The Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

5.13.2 The Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work:

5.13.3 The Subrecipient agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

5.13.4 The Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Subrecipient agrees that if it fails or refuses to comply with these undertakings, the administering agency

may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant; refrain from extending any further assistance to the Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **5.14 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT.**

Subrecipient will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### **ARTICLE 6 – NEGATIVE COVENANT OF THE SUBRECIPIENT**

The Subrecipient covenants with the Authority that it shall not, without the prior written disclosure to and prior written consent of the Authority, directly or indirectly assign its rights and responsibilities under this Grant Agreement or discontinue administration activities under this Grant Agreement.

#### **ARTICLE 7 – DEFAULT AND REMEDIES**

##### **7.1 EVENTS OF DEFAULT**

The following shall constitute Events of Default under this Grant Agreement:

- 7.1.1 *Material Misrepresentation.* If at any time any representation, warranty or statement made or furnished to the Authority by, or on behalf of the Subrecipient in connection with this Grant Agreement or to induce the Authority to make a subaward to the Subrecipient shall be determined by the Authority to be incorrect, false, misleading or erroneous in any material respect when made or furnished and shall not have been remedied to the Authority's satisfaction within 30 days after written notice by the Authority is given to the Subrecipient.
- 7.1.2 *Noncompliance.* If there is a failure by the Subrecipient to comply with any of the covenants, terms or conditions contained in this Grant Agreement.
- 7.1.3 *Misspending.* If the Subrecipient expends grant proceeds for purposes not described in the Proposal, this Grant Agreement, or as authorized by the Authority.

7.1.4 *Lack of Capacity.* If the Subrecipient demonstrates a lack of capacity to carry out the approved activities and services in a timely manner and with the funds granted, at the sole discretion of the Authority.

7.1.5 *Abandonment.* If the Subrecipient abandons any activities or services assisted under this Grant Agreement.

7.1.6 *Failure to Comply with Laws.* If the Subrecipient has failed to ensure compliance with any state or federal laws, rules, regulations, guidance or orders.

## **7.2 NOTICE OF DEFAULT**

The Authority shall issue a written notice of default providing therein a 15-day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible.

## **7.3 REMEDIES UPON DEFAULT**

If, after opportunity to cure, the default remains, the Authority shall have the right, in addition to any rights and remedies available by law, to do one or more of the following:

7.3.1 Reduce the level of funds the Subrecipient would otherwise be entitled to receive under this Grant Agreement;

7.3.2 Require immediate repayment of up to the full amount of funds disbursed to the Subrecipient under this Grant Agreement; and

7.3.3 Refuse or condition any future disbursements upon conditions specified in writing by the Authority.

## **ARTICLE 8 – GENERAL PROVISIONS**

### **8.1 AMENDMENT**

8.1.1 *Writing Required.* This Grant Agreement may only be amended by means of a writing properly executed by the Parties. Examples of situations where amendments are required include, but are not limited to, alteration of existing approved activities or inclusion of new activities.

8.1.2 *Unilateral Modification.* Notwithstanding subsection 8.1.1 above, the Authority may unilaterally modify this Grant Agreement at will in order to accommodate any change in any applicable federal, state or local laws, regulations, rules, guidance, orders, or policies. A copy of such unilateral modification will be given to the Subrecipient as an amendment to this Grant Agreement.

8.1.3 *The Authority Review.* The Authority will consider whether an amendment request is so substantial as to necessitate reevaluating the original funding decision.

### **8.2 AUDIT REQUIREMENTS AND CLOSEOUT OF AWARD**

The Subrecipient shall adhere to the following audit requirements:

- 8.2.1 *Single Audit Not Required Form.* A “Single Audit Not Required” form must be submitted to the Authority for each Subrecipient fiscal year that the Subrecipient expends less than \$750,000 in total federal funds.
- 8.2.2 *Single Audit.* An audit must be submitted to the Authority for each Subrecipient fiscal year that the Subrecipient expends \$750,000 or more in total federal funds. If the Subrecipient, in accordance with 2 CFR Part 200, is required to complete a Single Audit, the Subrecipient shall ensure that the audit is performed in accordance with 2 CFR Part 200, as applicable. The completed audit must be submitted to the Federal Audit Clearinghouse within the earlier of 30 days after the receipt of the auditor’s report, or nine months after the end of the organization’s fiscal year. If an audit is required, the Subrecipient shall submit a copy of the completed audit to the Authority within the same time frame it is submitted to the Federal Audit Clearinghouse.
- 8.2.3 IEDA may implement an agreed-upon-procedures engagement to monitor for-profit subrecipients who are exempt from the requirements of the Single Audit Act in accordance with subpart D §§ 200.331-200.333 and subpart E § 200.425. If implemented, the agreed-upon-procedure engagement shall be conducted in accordance with GAGAS attestation standards and limited in scope to one or more of the following types of compliance requirements: activities allowed or unallowed; allowable costs/cost principles; eligibility; and reporting.

### **8.3 UNALLOWABLE COSTS**

If the Authority determines at any time, whether through monitoring, audit, closeout procedures or by other means or process that the Subrecipient has expended funds which are unallowable or which may be disallowed by this Grant Agreement, by the State of Iowa, or Treasury, the Subrecipient will be notified of the questioned costs and given an opportunity to justify questioned costs prior to the Authority’s final determination of the disallowance of costs. Appeals of any determinations will be handled in accordance with the provisions of Chapter 17A, Iowa Code. If it is the Authority’s final determination that costs previously paid under this Grant Agreement are unallowable, the expenditures will be disallowed and the Subrecipient shall repay to the Authority any and all disallowed costs.

### **8.4 SUSPENSION**

When the Subrecipient has failed to comply with this Grant Agreement, the Authority may, on reasonable notice to the Subrecipient, suspend this Grant Agreement and withhold future payments. Suspension may continue until the Subrecipient completes the corrective action as required by the Authority.

### **8.5 TERMINATION**

- 8.5.1 *For Cause.* The Authority may terminate this Grant Agreement in whole, or in part, whenever the Authority determines that the Subrecipient has failed to comply with the terms and conditions of this Grant Agreement.

- 8.5.2 *For Convenience.* The Authority may terminate this Grant Agreement in whole, or in part, when it determines that the continuation of the Grant would not produce beneficial results commensurate with the future disbursement of funds.
- 8.5.3 *Due to Reduction or Termination of Funding.* At the discretion of the Authority, this Grant Agreement may be terminated in whole, or in part, if there is a reduction or termination of funds provided to the Authority.

## **8.6 PROCEDURES UPON TERMINATION**

- 8.6.1 *Notice.* The Authority shall provide written notice to the Subrecipient of the decision to terminate, the reason(s) for the termination, and the effective date of the termination. If there is a partial termination due to a reduction in funding, the notice will set forth the change in funding and the changes in the approved budget. The Subrecipient shall not incur new obligations beyond the effective date and shall cancel as many outstanding obligations as possible. The Authority's share of non-cancellable obligations which the Authority determines were properly incurred prior to notice of cancellation will be allowable costs, subject to Article 5.5.2 herein.
- 8.6.2 *Rights in Products.* All finished and unfinished documents, data, reports or other material prepared by the Subrecipient under this Grant Agreement shall, at the Authority's option, become the property of the Authority.
- 8.6.3 *Return of Funds.* Any costs previously paid by the Authority which are subsequently determined to be unallowable through audit, monitoring, or closeout procedures shall be returned to the Authority within 30 days of the disallowance.

## **8.7 ENFORCEMENT EXPENSES**

The Subrecipient shall pay upon demand any and all reasonable fees and expenses of the Authority, including the fees and expenses of the Authority's attorneys, experts and agents, in connection with the exercise or enforcement of any of the rights of the Authority under this Grant Agreement.

## **8.8 INDEMNIFICATION**

The Subrecipient shall indemnify and hold harmless the State of Iowa, the Authority, and its officers and employees from and against any and all losses, accruing or resulting from any and all claims by subcontractors, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Grant Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subrecipient in the performance of this Grant Agreement.

## **ARTICLE 9 – MISCELLANEOUS**

### **9.1 BINDING EFFECT**

This Grant Agreement shall be binding upon and shall inure to the benefit of the Authority and Subrecipient and their respective successors, legal representatives and assigns. The obligations, covenants, warranties, acknowledgments, waivers, agreements, terms, provisions and conditions of this Grant Agreement shall be jointly and severally enforceable against the Parties to this Grant Agreement.

### **9.2 SURVIVAL OF GRANT AGREEMENT**

If any portion of this Grant Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable. The provisions of this Grant Agreement shall survive the execution of all instruments herein mentioned and shall continue in full force until the Grant is completed as determined by the Authority or as otherwise provided herein.

### **9.3 GOVERNING LAW**

This Grant Agreement shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to this Grant Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

### **9.4 WAIVERS**

No waiver by the Authority of any default hereunder shall operate as a waiver of any other default or of the same default on any future occasion. No delay on the part of the Authority in exercising any right or remedy hereunder shall operate as a waiver thereof. No single or partial exercise of any right or remedy by the Authority shall preclude future exercise thereof or the exercise of any other right or remedy.

### **9.5 LIMITATION**

It is agreed by the Subrecipient that the Authority shall not, under any circumstances, be obligated financially under this Grant Agreement except to disburse funds according to the terms of this Grant Agreement.

### **9.6 HEADINGS**

The headings in this Grant Agreement are intended solely for convenience of reference and shall be given no effect in the construction and interpretation of this Grant Agreement.

### **9.7 INTEGRATION**

This Grant Agreement contains the entire understanding between the Subrecipient and the Authority and any representations that may have been made before or after the signing of this Grant Agreement, which are not contained herein, are nonbinding, void and of no effect. None of the Parties have relied on any such prior representation in entering into this Grant Agreement.

## **9.8 COUNTERPARTS**

This Grant Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

## **9.9 DOCUMENTATION**

The Authority reserves the right to request at any time, additional reports or documentation not specifically articulated in this contract.

## **9.10 DOCUMENTS INCORPORATED BY REFERENCE**

The following documents are incorporated by reference and considered an integral part of this Contract:

9.10.1 Exhibit A – The Application

9.10.2 Exhibit B – U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

9.10.3 Exhibit C – Description of the Project and Award Budget

## **9.11 ORDER OF PRIORITY**

In the case of any inconsistency or conflict between the specific provisions of this document and the exhibits, the following order of priority shall control:

9.11.1 Exhibit B – U.S. Department of the Treasury Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions

9.11.2 Articles 1 – 9 of this Agreement

9.11.3 Exhibit C – Description of the Project and Award Budget

9.11.4 Exhibit A – The Application

*SIGNATURE PAGE FOLLOWS*

IN WITNESS WHEREOF, the Parties have executed this Grant Agreement on the latest date specified below ("Contract Effective Date").

**SUBRECIPIENT: COUNTY OF STORY**

BY: Latifah Faisal  
Latifah Faisal (May 9, 2023 13:00 CDT)  
Authorized Signature

Latifah Faisal Chair, Board of Supervisors  
Print Name / Title

DATE: 05/09/2023

**IOWA ECONOMIC DEVELOPMENT AUTHORITY**

BY: Deborah Durham  
Deborah Durham (May 9, 2023 13:01 CDT)  
Deborah V. Durham, Director

DATE: 05/09/2023

**EXHIBIT A**

**Subrecipient's Destination Iowa Grant Application (on file with the Authority)**

## EXHIBIT B

### **U.S. DEPARTMENT OF THE TREASURY CORONAVIRUS LOCAL FISCAL RECOVERY FUND AWARD TERMS AND CONDITIONS**

1. Use of Funds.

a. Participant understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

b. Participant will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

2. Period of Performance. The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Participant may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021 and ends on December 31, 2024.

3. Reporting. Participant agrees to comply with any reporting obligations established by Treasury as they relate to this award.

4. Maintenance of and Access to Records

a. Participant shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Participant in order to conduct audits or other investigations.

c. Records shall be maintained by Participant for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

6. Conflicts of Interest. Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

7. Compliance with Applicable Law and Regulations

a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall

provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.

ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.

iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.

iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.

v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.

vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.

vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.

viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.

ix. Generally applicable federal environmental laws and regulations.

c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

8. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

9. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

10. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

11. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury.

12. Debts Owed the Federal Government.

a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (1) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.

b. Any debts determined to be owed the federal government must be paid promptly by Recipient. A debt is delinquent if it has not been paid by the date specified in

Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

13. Disclaimer.

a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.

b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

14. Protections for Whistleblowers.

a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

b. The list of persons and entities referenced in the paragraph above includes the following:

- i. A member of Congress or a representative of a committee of Congress;
- ii. An Inspector General;
- iii. The Government Accountability Office;
- iv. A Treasury employee responsible for contract or grant oversight or management;
- v. An authorized official of the Department of Justice or other law enforcement agency;
- vi. A court or grand jury; or
- vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

15. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

16. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

[End of Exhibit B]

**Exhibit C**  
**Description of the Project and Award Budget**

Subrecipient: County of Story  
 Project Name: Heart of Iowa Nature Trail – Phase 3b, 4, 5 and 6  
 Award Date: March 1, 2023  
 Funds to be obligated by: December 31, 2024  
 End Date (Funds to be expended by): September 30, 2026

**Project Description:**

The Heart of Iowa Nature Trail (HOINT) is a 23-mile multi-use trail consisting of approximately 10 miles of pavement connecting directly to the High Trestle Trail (HTT) in Slater. The eastern portion of the trail in Story County (from the South Skunk River Scenic Bridge continuing east to Collins) consists of limestone surfacing. Story County Conservation (SCC) is following a Master Plan for paving the HOINT which identified completion in multiple phases.

Phase 3b is paving and trail improvements of 1.2 miles from 610th Avenue to County Road S-14 which leads to Nevada. Phase 4 of the Master Plan is paving and trail improvements of 3.06 miles of trail from County Road S-14 to the western edge of the City of Maxwell. Phase 5 is for the paving of the City of Maxwell's sections on either side of the designated bike lanes on Broad Street totaling .93 miles. Phase 6 is the paving of the HOINT from the closed-spandrel arch bridge over Rock Creek on the eastern edge of Maxwell to the western edge of the City of Collins at State Highway 65, totaling 4.86 miles. Phase 6 will connect the two cities in the Collins-Maxwell Community School District.

**Budget:**

Sources of Funds	Amount	Uses of Funds	Amount
Destination Iowa Grant	\$1,500,000	Construction	\$4,301,000
American Rescue Plan (ARP) funds	\$3,000,000	Architectural/Engineering Design	\$259,000
Unidentified funds	\$319,000	Construction Administration/ Permits	\$259,000
<b>Total</b>	<b>\$4,819,000</b>	<b>Total</b>	<b>\$4,819,000</b>

# 23-DOR-013 County of Story Destination Iowa Agreement

Final Audit Report

2023-05-09

Created:	2023-03-29
By:	Megan Andrew (Megan.Andrew@iowaEDA.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAfsOB69IRYNCHBA3SeNWtsGYgotJE9POz

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