

The Board of Supervisors met on 5/23/23 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); any resolution is effective upon signature and can be inspected M-F, 8-4:30, at 900 6<sup>th</sup> Street, Nevada, Iowa)

**ADOPTION OF AGENDA:** Faisal stated Consent Agenda item #5 needs to be removed; it will be considered at a later date. Heddens moved, Murken seconded adopting the agenda with the noted change. Motion carried unanimously (MCU) on a roll call vote.

**BID OPENING FOR THE HMA RESURFACING PROJECT ON 510<sup>TH</sup> AVENUE, FROM POLK COUNTY NORTH**

**0.68 MILES (L-P32--73-85):** Tyler Sparks, Assistant County Engineer, opened received bids and reported as follows:

1) Grimes Asphalt and Paving Corp., Des Moines, Iowa, bid bond attached and signed, total bid at \$247,761.55; 2) InRoads, Des Moines, Iowa, bid bond signed and attached signed and attached, total bid at \$279,342.93; 3) Manatt's, Inc., Brooklyn, Iowa, bid bond signed and attached, total bid at \$214,044.25; 4) Des Moines Asphalt and Paving, Des Moines, Iowa, bid bond attached and signed, total bid at \$240,880.64. Sparks stated Manatt's appears to be the low bid; the Engineer's Office will review all received bids and return next week to make a recommendation to the Board.

**BID OPENING FOR THE STORY COUNTY PERMANENT COUNTER SHIELDS PROJECT:** Joby Brogden, Facilities Management Director, opened the one received bid and reported as follows: 1) Harold Pike Construction (HPC), LLC, Ames, Iowa., bid bond included and signed, base bid of \$330,000.00 with completion within 30 weeks. Alternative #1 which includes adding the main foyer desk, is an additional \$25,000.00. The listed subcontractor is Reflections Glass & Mirror. HPC acknowledges addendum #1 on 5/18/23. Brogden will return next week after full review to make a recommendation to the Board.

**PROCLAMATION RECOGNIZING MAY 21-27, 2023 AS EMERGENCY MEDICAL SERVICES (EMS) WEEK IN STORY COUNTY:** The Board members read the proclamation in full. Heddens moved, Murken seconded the approval of the Proclamation Recognizing May 21-27, 2023 as Emergency Medical Services (EMS) Week in Story County. Roll call vote. (MCU)

**RAISING READERS ANNUAL REPORT:** Kristi Mayo, Executive Director, reported on mission, strategies, programs, volunteers, and outreach.

**MINUTES:** 5/16/23 Minutes – Murken moved, Heddens seconded approving the 5/16/23 Minutes as presented. Roll call vote. (MCU)

**PERSONNEL ACTIONS:** 1) pay adjustment, effective 5/21/23, in a) Secondary Roads for David Vawter @ \$36.17/hr. Heddens moved, Murken seconded approving Personnel Actions as listed.

**CLAIMS:** 5/25/23 Claims of \$2,992,600.39 (run date 5/19/23, 34 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 (\$2,070.19), BooSt School Ready (\$4,189.61), BooSt Early Childhood (\$2,835.00), Emergency Management (\$744.37), E911 (\$90,545.79), County Assessor (\$11,306.21), City Assessor (\$42,954.71), Central Iowa Community Services (\$3,295,175.16). Murken moved, Heddens seconded approving claims as presented. Roll call vote. (MCU)

Heddens moved, Murken seconded the approval of the Consent Agenda with the removal of item #5.

1. FY24 Provider and Program Participation Agreement with Heartland Senior Services doing business as Heartland of Story County, effective 7/1/23-6/30/24: Senior Food Program (not to exceed \$1,819.00) \$13.36/one client contact; Adult Day Center (not to exceed \$20,359.00) \$103.46/one client day; Home Delivered Meals (not to exceed \$35,228.00) \$8.08/one meal; Home Delivered Meals-under 60 (not to exceed \$1,308.00) \$11.70/one meal; Service Coordination/Outreach (not to exceed \$51,008.00) \$103.19/one client hour; Adult Day Center - Local Option (not to exceed \$270.00) \$103.46/one client day; Home Delivered Meals-Local Option (not to exceed \$669.00) \$8.08/one meal; Service Coordination/Outreach-Local Option (not to exceed \$785.00) \$103.19/one client hour
2. FY24 Provider and Program Participation Agreement with Mid Iowa Community Action (MICA), effective 7/1/23-6/30/24: Food Pantry (not to exceed \$10,500.00) \$29.00/one client contact
3. Permission to use County credit card for PIP SSL Certification renewal, effective 6/23/23-6/22/25, for \$199.98
4. FY24 Provider and Program Participation Agreement Boys and Girls Club of Story County, effective 7/1/23-6/30/24: Out of School Program-Ames (not to exceed \$21,623.00) \$57.90/one partial day (three hours); Out of School Program -Nevada (not to exceed \$6,823.00) \$45.70/one partial day (three hours)
6. Request from Heartland Senior Services doing business as Heartland of Story County to transfer \$25,000.00 of the FY23 Contract from Service Coordination/Outreach to Home Delivered Meals (Meals on Wheels)
7. FY24 Provider and Program Participation Agreement with Legal Aid Society of Story County, effective 7/1/23-6/30/24: Legal Aid-Civil (not to exceed \$152,814.00) \$111.78/one staff hour; Legal Aid Civil-Local Option (not to exceed \$10,591.00) \$111.78/one staff hour
8. FY24 Provider and Program Participation Agreement with University Community Childcare, effective 7/1/23-6/30/24: Child Care-Infants (not to exceed \$14,958.00) \$104.96/one full day; Child Care-Children (not to exceed \$11,176.00) \$61.42/one full day
9. Employee & Family Resources EAP Renewal, effective 7/1/23-6/30/26, for \$22.92 per employee per year
10. Modifications to the Story County Economic Development Group Bylaws and Program Guidelines
11. FY24 Provider and Program Participation Agreement with Center for Creative Justice, effective 7/1/23-6/30/: Probation Supervision (not to exceed \$37,700.00) \$81.56/one client hour
12. Utility Permit: #23-6975

Roll call vote. (MCU)

**RESOLUTION #23-91, CITY OF NEVADA VOLUNTARY ANNEXATION PETITION:** Amelia Schoeneman, Planning and Development Director, reported on the City of Nevada's proposed voluntary annexation of six parcels in Grant Township. Schoeneman stated the annexed property includes wind turbines that are in a County tax increment financing (TIF) district; the County TIF will remain in effect after annexation. Five of the parcels are mapped as urban expansion area for Nevada in the County's Cornerstone to Capstone (C2C) plan. Discussion took place. Murken moved, Heddens seconded the approval of Resolution #23-91, City of Nevada Voluntary Annexation Petition. Roll call vote. (MCU)

**REVISED VACATION POLICY (SUBJECT TO SEVEN-DAY REVIEW):** Alissa Wignall, Human Resources and Internal Operations Director, reported on discussion and input about the current policy. The proposed change is to waive the six-month waiting period to use accrued vacation leave. If approved, the revision is subject to seven-day review which Wignall will send out for comment. Heddens moved, Murken seconded the approval of Revised Vacation Policy and send out for seven-day review. Roll call vote. (MCU)

**REVISED SICK LEAVE POLICY (SUBJECT TO SEVEN-DAY REVIEW):** Alissa Wignall, Human Resources and Internal Operations Director, reported the proposed will allow 80 hours of family sick leave per calendar year; currently it is 40 hours. Employees must have accrued sick leave in order to use family sick. If approved, the revision is subject to seven-day review which Wignall will send out for comment. Discussion took place. Wignall stated this doesn't apply to any union contracts. Murken moved, Heddens seconded the approval of Revised Sick Leave Policy and send out for seven-day review. Roll call vote. (MCU)

**PROPOSAL FOR A PHASE I CULTURAL RESOURCES SURVEY ASSOCIATED WITH DISASTER DEBRIS SITE AND UPDATE ON DISASTER DEBRIS MANAGEMENT PLANNING AND SITE PURCHASE:** Amelia Schoeneman, Planning and Development Director, reported preliminary review revealed a possible archaeological site. Staff is working with the federal government to confirm if archaeological work is required. The archaeological proposal has a maximum cost estimate of \$12,645.00. Discussion took place. Heddens moved, Murken seconded the approval of the Proposal for a Phase 1 Cultural Resources survey associated with disaster Debris Site and Update on Disaster Debris Management Planning and Site Purchase with cost up to, if needed, of \$12,645.00. Roll call vote. (MCU)

**DIRECTION ON UPDATING CORNERSTONE TO CAPSTONE PLAN (C2C) FUTURE LAND USE MAP IN THE TWO-MILE AREA OUTSIDE THE CITY OF AMES CORPORATE LIMITS:** Leanne Harter, County Outreach and Special Projects Manager, reported on the history of planning in Story County, cooperative planning, related plans, and implementing the C2C plan. Amelia Schoeneman, Planning and Development Director, reported on needed direction within two miles of Ames to ensure the city's and County's plans are not in conflict. Marcus Amman, County Planner, reported on the C2C amendment process, the rezoning process, and protecting growth areas around cities without creating conflict. Per *Code of Iowa*, cities have review authority within two miles of corporate boundaries. Schoeneman reported on C2C plan uses and goals, and coordination with cities regarding growth. She reviewed rural development site maps and contiguous city growth areas. Amman stated staff is requesting direction from the Board regarding updating the area two miles outside of the City of Ames where the Fringe Plan applies/applied. Staff has identified three alternatives for updating this area. After Board direction, staff will prepare map updates, a summary of the City of Ames Plan 2040, identify any conflicts with the C2C Plan, and bring the C2C Plan Future Land Use Map Amendment back to the Planning and Zoning Commission for its recommendation. The Board will have final approval after a public hearing. Amman presented the following alternatives: 1) Adopt the City of Ames Plan 2040 (Ames comprehensive plan) as the basis for future land use mapping for the two-mile area outside the city's corporate limits. This alternative most closely aligns with the C2C Plan's approach; 2) Adopt the City of Ames Plan 2040 mapping with changes requested by the Board on 9/20/22 for the areas between the cities of Ames and Gilbert, and southwest of Ames; 3) Adopt the City of Ames Plan 2040 mapping with other changes (e.g., areas for rural residential or commercial-industrial growth). Discussion took place. Amman reported on adding standards for the areas between Ames and Gilbert and southwest of Ames. Additional discussion took place. Phil Iasevoli, Washington Township, urged the Board to recommend alternative 2.

**PUBLIC COMMENT #2:** David Haugland, Huxley City Administrator, introduced himself. Rosi Grant, spoke in favor of alternative 2.

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

Heddens moved, Murken seconded to adjourn at 11:43 a.m. Roll call vote. (MCU)

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

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:

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

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US: +13017158592,,81909605844#,,,,\*117434# or  
+13052241968,,81909605844#,,,,\*117434#

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

US: +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312  
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  
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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. Bid Opening For The HMA Resurfacing Project On 510th Ave, From Polk County, North 0.68 Miles ( L-P32-73-85)

Department Submitting Engineer

7. Bid Opening For The Story County Permanent Counter Shields Project - Joby Brogden

Department Submitting Facilities Management

8. Consideration Of Proclamation Recognizing May 21-27, 2023 As Emergency Medical Services (EMS) Week In Story County

Department Submitting Board of Supervisors

Documents:

EMERGENCY MEDICAL SERVICES WEEK.PDF

9. AGENCY REPORTS:

I. Raising Readers Annual Report - Kristi Mayo, Executive Director

Department Submitting Auditor

Documents:

RAISING READERS.PDF

10. CONSIDERATION OF MINUTES:

I. 5/16/23 Minutes

Department Submitting Auditor

11. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) pay adjustment, effective 5/21/23, in a) Secondary Roads for David Vawter @ \$36.17/hr;

Department Submitting HR

12. CONSIDERATION OF CLAIMS:

I. 5/25/23 Claims

Department Submitting Auditor

Documents:

13. 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 FY24 Provider And Program Participation Agreement With Heartland Senior Services Dba Heartland Of Story County Effective 7/1/23-6/30/24

Heartland of Story County - Senior Food Program (Not to exceed \$1,819) \$13.36/1 Client Contact; Adult Day Center (Not to exceed \$20,359) \$103.46/1 Client Day; Home Delivered Meals (Not to exceed \$35,228) \$8.08/1 Meal; Home Delivered Meals - under 60 (Not to exceed \$1,308) \$11.70/1 Meal; Service Coordination/Outreach (Not to exceed \$51,008) \$103.19/1 Client Hour; Adult Day Center - Local Option (Not to exceed \$270) \$103.46/1 Client Day; Home Delivered Meals-Local Option (Not to exceed \$669) \$8.08/1 Meal; Service Coordination/Outreach-Local Option (Not to exceed \$785) \$103.19/1 Client Hour

Department Submitting Board of Supervisors

Documents:

HEARTLAND FY24.PDF

II. Consideration Of FY24 Provider And Program Participation Agreement With Mid Iowa Community Action Effective 7/1/23-6/30/24

Mid Iowa Community Action - Food Pantry (Not to exceed \$10,500) \$29.00/1 Client Contact

Department Submitting Board of Supervisors

Documents:

MICA FY24.PDF

III. Consideration For Permission To Use BOS Credit Card For PIP SSL Certification Renewal Effective 6/23/23 – 6/22/25 For \$199.98

Department Submitting Information Technology

Documents:

PIP GODADDY SSL.PDF

IV. Consideration Of FY24 Provider And Program Participation Agreement Boys And Girls Club Of Story County Effective 7/1/23-6/30/24

Boys and Girls Club of Story County - Out of School Program-Ames (Not to exceed \$21,623) \$57.90/1 Partial Day (3 Hours); Out of School Program -Nevada (Not to exceed \$6,823) \$45.70/1 Partial Day (3 Hours)

Department Submitting Board of Supervisors

Documents:

BOYSANDGIRLSCLUB FY24.PDF

- V. Consideration Of FY24 Provider And Program Participation Agreement With The Bridge Home Effective 7/1/23-6/30/24

The Bridge Home-Emergency Shelter (Not to exceed \$62,791) \$76.85/1 24 Hour Period of Food and Shelter; Service Coordination-Rapid Rehousing (Not to exceed \$4,000) \$22.13/1 Client Hour

Department Submitting Board of Supervisors

Documents:

THEBRIDGEHOME FY24.PDF

- VI. Consideration Of Request From Heartland Senior Services DBA Heartland Of Story County To Transfer \$25,000 From Service Coordination/Outreach To Home Delivered Meals (Meals On Wheels) FY23 Contract

Department Submitting Board of Supervisors

Documents:

HEARTLAND CONTRACT AMENDMENT FY23.PDF

- VII. Consideration Of FY24 Provider And Program Participation Agreement With Legal Aid Society Of Story County Effective 7/1/23-6/30/24

Legal Aid of Story County - Legal Aid-Civil (Not to exceed \$152,814) \$111.78/1 Staff Hour; Legal Aid Civil-Local Option (Not to exceed \$10,591) \$111.78/1 Staff Hour

Department Submitting Board of Supervisors

Documents:

LEGAL AID FY24.PDF

- VIII. Consideration Of FY24 Provider And Program Participation Agreement With University Community Childcare Effective 7/1/23-6/30/24

University Community Childcare -Child Care-Infants (Not to exceed \$14,958) \$104.96/1 Full Day; Child Care-Children (Not to exceed \$11,176) \$61.42/1 Full Day

Department Submitting Board of Supervisors

Documents:

UCC FY24.PDF

- IX. Consideration Of Employee & Family Resources EAP Renewal Effective 7/1/23 - 6/30/26 For \$22.92 Per Employee Per Year

Department Submitting Human Resources

Documents:

FY24 EFR.PDF

X. Consideration Of Modifications To The Story County Economic Development Group Bylaws And Program Guidelines

Department Submitting Board of Supervisors

Documents:

2023 CHANGES FOR BOS.PDF

XI. Consideration Of FY24 Provider And Program Participation Agreement With Center For Creative Justice Effective 7/1/23-6/30/24

Center for Creative Justice-Probation Supervision (Not to exceed \$37,700) \$81.56/1 Client Hour

Department Submitting Board of Supervisors

Documents:

CCJ FY24.PDF

XII. Consideration Of Utility Permit(S): #23-6975

Department Submitting Engineer

Documents:

UT 23 6975.PDF

14. PUBLIC HEARING ITEMS:

15. ADDITIONAL ITEMS:

I. Discussion And Consideration Of Resolution #23-91, City Of Nevada Voluntary Annexation Petition – Amelia Schoeneman

Department Submitting Planning and Development

Documents:

MEMO.PDF  
RESOLUTION 23 91.PDF

II. Discussion And Consideration Of Revised Vacation Policy (For 7 Day Review) - Alissa Wignall

Department Submitting Human Resources

Documents:

VACATION POLICYREVISIONDRAFT2023.PDF

III. Discussion And Consideration Of Revised Sick Leave Policy (For 7 Day Review) - Alissa Wignall

Department Submitting Human Resources

Documents:

SICK LEAVE POLICY REVISED 2023.PDF

IV. Discussion And Consideration Of Proposal For A Phase I Cultural Resources Survey Associated With Disaster Debris Site And Update On Disaster Debris Management Planning And Site Purchase -Amelia Schoeneman

Department Submitting Planning and Development

Documents:

ARCHAEOLOGICAL SURVEY MEMO.PDF  
PROPOSAL.PDF

16. DEPARTMENTAL REPORTS:

17. OTHER REPORTS:

- I. Direction On Updating Cornerstone To Capstone Plan (C2C) Future Land Use Map In The Two Mile Area Outside Ames' Corporate Limits - Marcus Amman

Department Submitting Planning and Development

Documents:

MEMO.PDF  
ALTERNATIVE 1 MAP.PDF  
ALTERNATIVE 2 MAP.PDF

18. UPCOMING AGENDA ITEMS:

19. 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.

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

21. 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

5/23/23

NAME

AGENCY

David Haugland  
Chris Krambeer  
DARNEN MOON  
Tyler Sparks  
Cody Van Winkle  
Marcus Amman  
Kusti - Mayor  
Jeff Harris  
Shelly Meinhard  
Joby Brogdy  
Amelia Schavelman  
Brend Pike  
Sordra KP  
Felicia Jaserah

City of Huxley  
Grimes Asphalt  
ENIG  
Engineer's office  
Des Moines Asphalt + Paving  
PHTD  
Rising Readers in Story Co  
RMH Arch.  
RMH Architects  
SCFM  
Pi, D  
HP C  
BGR

**PROCLAMATION**  
***Emergency Medical Services (EMS) Week***

**May 21 – 27, 2023**

**WHEREAS**, emergency medical services are a vital public service and the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

**WHEREAS**, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

**WHEREAS**, in the last 10 years, EMS has been vital to emergency medicine and to saving lives. Medical emergencies and situations faced by all medical practitioners require quick problem solving and years of training; and

**WHEREAS**, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

**WHEREAS**, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

**WHEREAS**, National Emergency Medical Services Week brings together local communities and medical personnel to publicize safety and honor the dedication of those who provide the day-to-day lifesaving services of medicine's "front line."

**NOW, THEREFORE, BE IT RESOLVED THAT**, We, the Story County Board of Supervisors, do hereby proclaim May 21-27, 2023 as Emergency Medical Services (EMS) Week in Story County and encourage the communities to observe this week with appreciation and gratitude for those emergency medical services.

	5-23-23
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## **2023 Raising Readers in Story County Report to the Story County Board of Supervisors**

The mission of Raising Readers in Story County is to support the language and literacy development of young children by providing books, caregiver guidance, and early childhood programs. We envision a future in which generations of young children get a solid foundation in reading, communicating, and learning that will help prepare them to be successful students and citizens in our communities.

With ASSET support, Raising Readers in Story County positively impacts early literacy following the three strategies held in our mission. Our programs range from indirect services, where we provide resources and information aimed at raising awareness and supporting caregivers in their role of developing their children's literacy, to direct service programming meant to impact behaviors and increase specific language and literacy skills. The programs we provide are: Story Pals, STARS (Sing Talk and Read for Success), Small Talk, Step Into Storybooks, Reading Buddies, Reach Out and Read, Community Bookshelves, Read to Succeed, Little Free Libraries, and Gift Books. ASSET funds provided by the Story County Board of Supervisors have supported our efforts in FY22-23 in the following service areas: Family Development and Education, Out of School Learning, and Advocacy.

### **Family Development and Education**

Research tells us that 90% of a person's brain growth occurs in the first five years of life. Children begin their academic career at approximately age five so a caregiver's role in supporting the development of a child's language and literacy is essential. Some adults do not understand the importance of their role and others simply don't have the knowledge and skill to impact this development in a positive way. Data shared by the Iowa Department of Education demonstrate that one fourth of the students in Story County entering kindergarten currently fail to meet benchmark standards on their fall assessments. Without intervention, these same children will likely still be below grade level at the end of third grade, a critical time line for predicting future academic success.

Our STARS and Small Talk services are caregiver empowerment programs that teach adults about the importance of building their baby's brain, supporting that growth with interactive talk and daily book reading. Story Pals is a preschool program in which trained volunteers meet with children using a dialogic reading method to support vocabulary acquisition, oral language and other foundational literacy skills. Step into Storybooks is an annual event in which community partners create literacy-focused learning stations in which children and their families engage in multiple, hands-on, experiential learning activities and gather ideas and information about how to replicate similar opportunities at home.

The STARS program has enrolled 25 families for 1:1 sessions so far this year and our Small Talk collaboration is currently registering families for a spring cohort. StoryPals served 112 preschool students in FY22-23 with the large majority of students demonstrating improvement in their literacy and language skills and extremely positive feedback was received from surveyed caregivers about the program experience and benefits. Step into Storybooks was attended by over 250 people in Ames earlier this month and caregivers surveyed overwhelmingly agreed that they felt inspired to try more literacy-rich activities with their children at home.

As research continues to support early exposure to literacy and language development activities as essential to brain development and long-term positive impacts, Family Development and Education services are a high priority for our organization.

### **Out of School Learning**

While we understand the importance of early, pre-school literacy development and support, we also recognize that some children miss the opportunity to receive the foundational skills needed for academic success and enter our schools unprepared to thrive. Iowa Department of Education statistics support this notion as they most recently reported that approximately 25% of Story County third graders are not reading proficiently. The correlation between non-proficient 3rd grade reading and the likelihood for decreased academic and life outcomes is too significant to overlook.

To help support students with the need for continued reading support and fill gaps in necessary foundational skills, RRSC provides a

community-based literacy support program to serve primary school-age children. There are sessions available in the fall, winter/spring and through the summer. Raising Readers trains volunteer tutors to provide 1:1 evidence-based literacy skills instruction through individualized lesson plans as well as a shared reading experience to foster the love and value of reading. Staff supervisors develop individualized lessons and supervise the 1:1 sessions. Students engage in pre and post skills assessments to provide the necessary data for the development of their lesson plans and to track progress through the duration of their enrollment.

The Reading Buddies program met at eight locations throughout FY22-23 (Ames Public Library, Nevada Public Library, Memorial Lutheran Church/Nevada Boys & Girls Club, Raising Readers office/Ames Boys & Girls Club, Ames Community Schools, Northminster Church/Ames Community Preschool Center Afterschool Program, Collins-Maxwell School, and Huxley Public Library). This program enrolled 121 unique students over the course of the year with all maintaining or increasing their literacy skill level. Internal assessment and skills instruction/practice improvements were initiated as of our winter/spring session to better assess student skill levels and increase reporting accuracy and relevancy. The spring results were highly encouraging as 100% of students enrolled increased their instructed skill level (decoding) by at least one level and the majority made growth across several levels.

While Raising Readers recognizes the power in preventive education, we also see the current reality of students who are struggling in our community and support our schools in attempting to provide intervention services to close that proficiency gap.

### **Advocacy**

Advocacy to highlight the importance of literacy development from birth, the caregiver's role, and access to quality books is critical to our mission. Raising Readers maintains that in addition to advocating, there is a fair amount of public education and development of awareness that needs to take place in our community as well. Beginning FY23-24, our programs in this arena will be categorized and claimed under the Public Education and Awareness service code as it is felt this is a more true depiction of the programs we provide.

Raising Readers advocates and aims to educate the public about early literacy in a multitude of ways. Our Reach Out and Read program delivers books as well as language and literacy tips from medical care providers to children at every well-child clinic visit at any Story County physician's office from age 6 months to 5 years old. Our Read to Succeed program targets under-privileged students by providing a new book several times per year over longer breaks in the school schedule. Little Free Libraries are accessible throughout the county and make books available to any child wanting to read and have books in their home. Community Bookshelves also target under-served, low income families providing book access in locations where they typically receive other services such as food pantries, county and state assistance offices and other agency support. Gift Books is the program through which we provide books to children and families through a multitude of community events and other social service agencies. Raising Readers takes a leadership role in Story County, offering presentations and training as requested to advocate, recruit volunteers, and spread the word about the importance of reading with children from a young age, in addition to providing the books to do so. This not only advances our literacy and language development goals, but promotes the healthy social emotional development critical for success in school and life.

### **In Conclusion**

Raising Readers in Story County greatly appreciates the Story County Board for your continued leading support of educational programming. You are helping us find solutions to the academic challenges of the children and caregivers of Story County and we consider you a significant partner in meeting our shared priority goals for the county.

## **Story County Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2023 is by and between **Story County and Heartland Senior Services dba Heartland of Story County** (Provider).

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

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

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

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

### **SECTION 1 Definitions**

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

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

### **SECTION 2 Duties of Provider**

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

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

**Section 2.2 Access to Books and Records.** Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of

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

### **SECTION 3** **Claims Submission and Payment**

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

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

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

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

### **SECTION 4** **Relationship Between the Parties**

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

### **SECTION 5** **Hold Harmless. Indemnification and Liability Insurance**

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

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

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

## **SECTION 6**

### **Laws and Regulations**

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

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

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

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

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

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

## **SECTION 7**

### **Term and Termination**

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

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

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

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

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

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

## **SECTION 8**

### **Amendments**

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

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

## **SECTION 9**

### **Other Terms and Conditions**

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

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

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

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

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

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

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

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

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

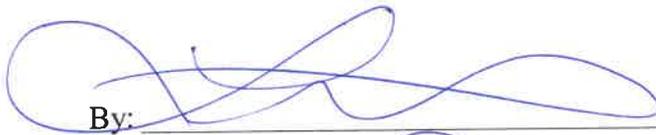
**Section 9.9 Notices to Provider.** Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

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

**COUNTY:**

**PROVIDER:**

By: 

By: N. Carroll

Print Name: Latifah Faisal

Print Name: Nancy Carroll

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: 5-23-23

Date: 5/11/23

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

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Senior Food Program Not to Exceed \$1,819	1 Client Contact	\$13.36
Adult Day Center Not to Exceed \$20,359	1 Client Day	\$103.46
Home Delivered Meals Not to Exceed \$35,228	1 Meal	\$8.08
Home Delivered Meals – under 60 Not to Exceed \$1,308	1 Meal	\$11.70
Service Coordination/Outreach Not to Exceed \$51,008	1 Client Hour	\$103.19
Adult Day Center <u>Local Option</u> Not to Exceed \$270	1 Client Day	\$103.46
Home Delivered Meals <u>Local Option</u> Not to Exceed \$669	1 Meal	\$8.08
Service Coordination/Outreach <u>Local Option</u> Not to Exceed \$785	1 Client Hour	\$103.19

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MAY 15 2023

Story County  
**Provider and Program Participation Agreement** STORY COUNTY  
BOARD OF SUPERVISORS

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2023 is by and between **Story County** and **Mid Iowa Community Action** (Provider).

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

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

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

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

**SECTION 1**  
**Definitions**

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

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

**SECTION 2**  
**Duties of Provider**

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

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

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

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

### **SECTION 3**

#### **Claims Submission and Payment**

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

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

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

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

### **SECTION 4**

#### **Relationship Between the Parties**

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

### **SECTION 5**

#### **Hold Harmless. Indemnification and Liability Insurance**

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

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

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

## **SECTION 6**

### **Laws and Regulations**

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

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

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

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

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

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

## **SECTION 7**

### **Term and Termination**

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

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

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

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

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

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

## **SECTION 8**

### **Amendments**

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

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

## **SECTION 9**

### **Other Terms and Conditions**

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

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

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

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

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

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

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

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

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

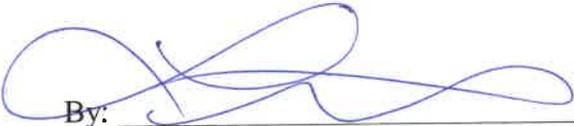
**Section 9.9 Notices to Provider.** Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express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

MIGA  
1001 S. 18th Ave  
Marshalltown, IA 50058  
Attention: Clarissa Thompson

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

**COUNTY:**

**PROVIDER:**

By: 

By: 

Print Name: Latifah Faisal

Print Name: Clarissa Thompson

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: 5.23.23

Date: 5-11-2023

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

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Food Pantry Not to Exceed \$10,500	1 Client Contact	\$29.00



**Story County  
Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2023 is by and between **Story County** and **Boys and Girls Club of Story County** (Provider).

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

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

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

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

**SECTION 1  
Definitions**

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

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

**SECTION 2  
Duties of Provider**

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

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

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MAY 15 2023

STORY COUNTY  
BOARD OF SUPERVISORS

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

### **SECTION 3**

#### **Claims Submission and Payment**

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

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

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

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

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

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

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

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

## **SECTION 8**

### **Amendments**

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

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

**SECTION 9**  
**Other Terms and Conditions**

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

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

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

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

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

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

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

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

Story County Board of Supervisor's Office

Story County Administration Building

900 6<sup>th</sup> Street

Nevada Iowa 50201

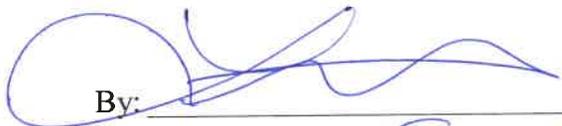
Attention: Sandra King

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

BGCSC 40 Ryan Santi  
210 S 5<sup>th</sup> St  
Ames IA 50010  
Attention: Ryan Santi

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

**COUNTY:**

By: 

Print Name: Latifah Faisal

Print Title: Story County Board of Supervisors

Date: 5-23-23

**PROVIDER:**

By: Ryan Santi

Print Name: Ryan Santi

Print Title: CEO

Date: 5-15-23

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

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Out of School Program – Ames Not to Exceed \$21,623	1 Partial Day (3 Hours)	\$57.90
Out of School Program – Nevada Not to Exceed \$6,823	1 Partial Day (3 Hours)	\$45.70



April 21, 2023

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

Dear Board of Supervisors,

On behalf of our Board of Directors, I respectfully request that \$25,000 in ASSET funding in FY22/23 be transferred from Outreach to Meals on Wheels. Story County's Meals on Wheels funding was utilized in its entirety in September 2022.

Due to covid some seniors are still cautious about meeting with an Outreach Specialist in person. Although we visit/support these individuals with phone calls, it reduces the amount of time (units of service) versus meeting in person. It should be noted, it is always best to meet in person because the Specialist can better assess/support their overall life situation. In FY23/24 we anticipate that in person visits will return to pre-pandemic levels.

Participation in Meals on Wheels continues to remain steady with approximately 230 meals delivered daily Monday – Friday.

Thank you for considering this request and for your ongoing support of those 60 and above in Story County.

In Appreciation,

*Nancy*

Nancy Carroll  
Executive Director

*HSS Mission: Heartland of Story County offers life-enriching opportunities for older adults and provides support for their families and caregivers.*

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

1. This amendment is entered into this 23<sup>rd</sup> day of May by and between Story County and Heartland Senior Services, DBA Heartland of Story County (Provider), original parties to the agreement dated 7/1/22 (effective date).
2. The agreement is amended as follows: Attachment A is removed and replaced in its entirety with the following attachment A:

**Heartland Senior Services, DBA Heartland of Story County  
ATTACHMENT A Amendment Effective \_\_\_\_\_ SERVICE  
DEFINITIONS AND RATES  
FISCAL YEAR: 2023**

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

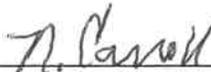
3. All other terms and conditions of the Agreement identified in the caption hereof shall remain in full force and effect except as specifically modified by this amendment. If there is conflict between this amendment and the agreement, the terms of this amendment will prevail.

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

Story County:

Heartland Senior Services, DBA  
Heartland of Story County:

By: 

By: 

Print Name: Latifah Faisal

Print Name: Nancy Carroll

Print Title: Chair, Story County Board of Supervisors Print Title: Executive Director

Date: 5.23.23

Date: 5/11/23

RECEIVED  
 JUN 15 2023  
 10:00 AM  
 2023

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

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Senior Food Program Not to Exceed \$1,766	1 Client Contact	\$9.66
Adult Day Center Not to Exceed \$19,766	1 Client Day	\$116.34
Home Delivered Meals Not to Exceed \$59,202 (includes \$25,000 transfer from Service Coordination Outreach)	1 Meal	\$8.10
Home Delivered Meals – under 60 Not to Exceed \$1,270	1 Meal	\$11.26
Service Coordination/Outreach Not to Exceed \$24,522 (includes \$25,000 transfer to Home Delivered Meals)	1 Client Hour	\$67.34
Adult Day Center <b>Local Option</b> Not to Exceed \$262	1 Client Day	\$116.34
Mobile Meals <b>Local Option</b> Not to Exceed \$649	1 Meal	\$8.10
Service Coordination <b>Local Option</b> Not to Exceed \$762	1 Client Hour	\$67.34

RECEIVED

MAY 17 2023

**Story County  
Provider and Program Participation Agreement** STORY COUNTY  
BOARD OF SUPERVISORS

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2023 is by and between **Story County** and **Legal Aid Society of Story County** (Provider).

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

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

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

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

## **SECTION 1**

### **Definitions**

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

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

## **SECTION 2**

### **Duties of Provider**

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

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

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

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

### **SECTION 3**

#### **Claims Submission and Payment**

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

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

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

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

### **SECTION 4**

#### **Relationship Between the Parties**

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

### **SECTION 5**

#### **Hold Harmless, Indemnification and Liability Insurance**

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

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

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

## **SECTION 6**

### **Laws and Regulations**

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

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

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

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

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

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

## **SECTION 7**

### **Term and Termination**

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

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

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

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

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

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

## **SECTION 8**

### **Amendments**

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

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

**SECTION 9**  
**Other Terms and Conditions**

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

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

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

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

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

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

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

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

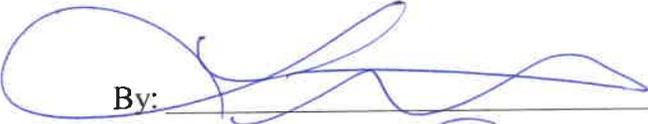
Story County Board of Supervisor's Office  
Story County Administration Building  
900 6<sup>th</sup> Street  
Nevada Iowa 50201  
Attention: Sandra King

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

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

**COUNTY:**

By:  \_\_\_\_\_

Print Name: Latifah Faisal

Print Title: Story County Board of Supervisors

Date: 5.23.23

**PROVIDER:**

By:  \_\_\_\_\_

Print Name: Peggy Michelotti

Print Title: Executive Director

Date: May 15, 2023

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

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Legal Aid – Civil Not to Exceed \$152,814	1 Staff Hour	\$111.78
Legal Aid – Civil Local Option Not to Exceed \$10,591	1 Staff Hour	\$111.78

RECEIVED

MAY 17 2023

STORY COUNTY  
BOARD OF SUPERVISORS

**Story County  
Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2023 is by and between **Story County** and **University Community Childcare** (Provider).

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

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

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

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

**SECTION 1  
Definitions**

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

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

**SECTION 2  
Duties of Provider**

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

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

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

### **SECTION 3** **Claims Submission and Payment**

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

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

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

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

### **SECTION 4** **Relationship Between the Parties**

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

### **SECTION 5** **Hold Harmless. Indemnification and Liability Insurance**

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

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

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

## **SECTION 6**

### **Laws and Regulations**

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

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

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

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

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

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

## **SECTION 7**

### **Term and Termination**

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

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

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

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

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

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

## **SECTION 8**

### **Amendments**

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

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

## **SECTION 9**

### **Other Terms and Conditions**

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

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

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

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

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

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

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

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

**UNIVERSITY COMMUNITY CHILDCARE**

2823 Bruner Drive

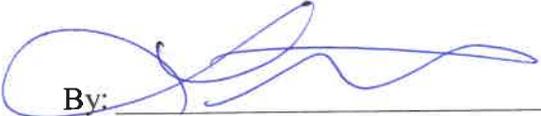
Ames, IA 50010

Attention: Stacy Lehman

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

**COUNTY:**

**PROVIDER:**

By: 

By: Stacy Lehman

Print Name: Latifah Faisal

Print Name: Stacy Lehman

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: 5.23.23

Date: 5.15.2023

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

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Child Care – Infants Not to Exceed \$14,958	1 Full Day	\$104.96
Child Care – Children Not to Exceed \$11,176	1 Full Day	\$61.42



# RENEWAL

PROPOSED FOR Story County

RENEWAL DATE 7/1/23

CURRENT BENEFIT 6 Session Core

NUMBER OF EMPLOYEES 280 (2022)

CURRENT INVESTMENT \$22.92

Per Employee Per Year

**Renew at Current Benefit**

Per Employee Per Year

6 Session Core

\$22.92

Number of Employees Upon Renewal

279

Investment Upon Renewal

\$6,394.68

**Renew with Additional Investment**

Per Employee Per Year

6 Session Core +

\$22.92 + annual \$2500 wellness fee

Number of Employees Upon Renewal

279

Investment Upon Renewal

\$8,894.68

**Add Workplace Training to the Annual Contract**

In-Person or Virtual \$300/hr\*

Indicate number of training hours to be added:

hrs = \$

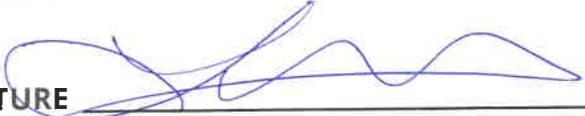
\*Client is responsible for travel costs incurred by Employee & Family Resources.

Requesting a 3-year contract with a 3-year rate lock

## Total Investment Upon Renewal

Pricing is based on one annual payment for a 12-month contract. Pricing is subject to change if the renewal date or the employee count changes. Updated employee counts will be requested annually during a 3-year contract. Pricing and invoicing for a 3-year contract will not change regardless of employee count changes. Renewal date change requests can void the 3-year contract.

*Additional Services are available should you need them throughout the year. Those include Mediation and Leadership Coaching. Please contact your Account Manager for more information.*

SIGNATURE 

DATE 5-23-23



**EFR EMPLOYEE & FAMILY RESOURCES**

## **CONTRACTUAL AGREEMENT FOR EMPLOYEE ASSISTANCE PROGRAM**

**THIS AGREEMENT** for Employee Assistance Program (EAP) Services (hereafter "Agreement") is made by and between **Story County** (hereafter "Company") and **Employee & Family Resources, Inc.** (hereafter "EFR").

**FOR CONSIDERATION** of the mutual promises and covenants contained in this Agreement, Company and EFR agree as follows:

1. **General.** The purpose of this Agreement is to provide a company sponsored benefit that helps employees prevent or manage personal problems that can negatively impact their quality of life and workplace productivity. Company seeks to: 1) promote the health and wellbeing of its workforce; 2) retain valued employees; and 3) maintain a productive and efficient work environment.
2. **Covered Persons.** Unless otherwise stated, services provided by EFR pursuant to this Agreement are limited to Company employees and their family members (collectively "Covered Persons"). For purposes of this Agreement, "family member" means a person who is related to the employee by marriage: spouse, (including significant other cohabitant), blood, or adoption and who either lives with the employee or is a minor subject to the employee's legal custody.
3. **Term.** This Agreement shall be effective on **July 1, 2023** (hereafter "Effective Date") and shall remain in effect until **June 30, 2026**. Thereafter, it shall be renewed for successive one-year periods unless either party gives a written termination notice to the other party at least thirty (30) days prior to the anniversary of the Effective Date.
4. **Compensation and Payment.** EFR shall be paid in advance, at the following applicable rates:

**EAP services for Covered Persons: \$22.92 per Company employee per year.**

- A. **Census confirmation.** Company confirms the first year census of **279 full-time** and part-time employees. Company agrees to provide the most current census annually sixty (60) days prior to the anniversary date and, upon request, agrees to provide EFR-approved documentation (e.g. current payroll report) to substantiate Company census.
- B. **Rate guarantee.** Rate is guaranteed for the duration of this initial Agreement term and in one year increments thereafter.
- C. **Rate changes.** If there is a change in any of the applicable Annual Rates after the initial Agreement term, EFR shall give written notice to the Company at least thirty (30) days prior to the change.

- 5. Manner of Payment of Service Fee.** EFR shall be paid the Service Fee, in advance, on an annual basis as agreed upon by Company and EFR.
- 6. Services Provided.** EFR agrees to provide the following services to Covered Persons at no charge to the Covered Persons:
- A. Program / Benefit Orientation / Training and Materials.**
    - a. **Employee and Supervisory Orientation.** Employee and supervisor orientation sessions to explain effective use of the benefit will be delivered in-person or via live and recorded webinars, PowerPoint presentations, or teleconference sessions.
    - b. **Promotional Materials.** Information, materials and templates describing and promoting EFR services, including, but not necessarily limited to: posters, wallet cards, and brochures.
    - c. **Monthly Newsletter.** Employee newsletter, "Real Life Solutions" and a quarterly management newsletter "Workplace Solutions" with topical articles and information will be delivered electronically on a monthly/quarterly basis to the designated Company person(s) for distribution.
  - B. 24-Hour, 365 Day Nationwide Telephone Service.** Access for Covered Persons to an EFR counselor via EFR's toll-free telephone number twenty-four (24) hours a day, seven (7) days a week.
  - C. In-Person Assessment, Referral and Short-term Counseling.** For each separate issue, up to **six (6)** sessions of in-person assessment, referral and/or short-term counseling to be provided.
  - D. Telephonic Life Coaching Sessions.** A covered person is eligible for up to **six (6)** life coaching sessions per contract year for issues such as improving time and/or stress management skills, work-life integration and personal growth. Health related topics and smoking cessation services are specifically excluded from life coaching.
  - E. Work/Life Services.** For each separate issue, consultations include:
    - a. telephonic or in-person legal consultation with an EFR network attorney,
    - b. telephonic financial consultation with an EFR network financial provider,
    - c. telephonic eldercare resource referral with an EFR network eldercare provider,
    - d. telephonic childcare resource referral with an EFR network childcare provider, where available, and
    - e. telephonic ID theft resolution with an EFR network ID theft resolution counselor.
  - F. EAP Website Access.** All Covered Persons have access to EFR's EAP website resources ([www.efr.org](http://www.efr.org)).

- G. **Management Consultation.** On-going telephonic consultation with Company managers, supervisors, and human resources staff regarding intervention with troubled employees, crisis response, and the management referral process.
  - H. **Crisis Response Services.** Upon the request of Company managers, EFR will provide on-site group debriefings in the event of critical incidents that impact the workplace, including employee or family deaths, serious injuries, natural disasters, workplace changes, or similar traumatic events.
  - I. **Monthly Motivators/Quarterly Campaigns.** EFR will provide, in electronic format, Monthly Motivators and Quarterly campaigns.
  - J. **Culture Audit.** Assessment tool identifying company's needs and providing strategy to advance culture of wellness in the workplace.
7. **Professional Qualifications of Staff.** All assessment counselors, including affiliate providers, shall hold a Master's degree in a human service field, including but not limited to social work, mental health counseling, psychology, or marriage and family counseling. Special circumstances (e.g., geographical limitations) may at times warrant the use of staff that hold a Bachelor's degree and not a Master's degree; all such situations shall be carefully evaluated and the decision to proceed made with the client's best interest in mind. All providers shall be degreed and hold appropriate licensure and certification in their field of health, nutrition, coaching, mental health counseling, law or finance.
8. **Assessment, Referral, and Short-Term Counseling.** The assessment, referral and/or short-term counseling service referred to in Paragraph 6 is limited to:
- a. necessary consultation required to assess the probable cause of perceived difficulties;
  - b. referral to professional service(s) qualified to provide treatment or long-term counseling for the probable cause identified;
  - c. short-term counseling in such cases where EFR staff is professionally qualified, and referral for long-term counseling is not clinically indicated; and
  - d. follow-up for Covered Persons who use these services.

Company acknowledges that EFR identifies the probable cause of perceived difficulties and provides referral and/or short-term counseling services. EFR does not provide actual care or long-term treatment under this Agreement. If care or treatment is required, the individual Covered Person will be responsible for obtaining and paying for such care and treatment. Although EFR will refer Covered Persons to professional services deemed appropriate by EFR, EFR in no way warrants the effectiveness of any such care or treatment and shall have no liability whatsoever with respect to any such care or treatment.

9. **Additional Workplace Services.** In addition to those specific services referred to in Paragraph 6 above, the Company may agree to contract with EFR for additional services as shall be made available by EFR. These services and the corresponding Service Fee for these services will be requested and approved by Company in advance. This could include onsite Workplace Trainings/Seminars/Education.
10. **Maximum Number of Sessions.** The maximum number of in-person counseling sessions that Covered Persons may receive for each separate cause of difficulties (hereafter

“Maximum Number”), and not for each separate consequence arising from the same cause, is shown in Paragraph 6. The Maximum Number of sessions applies to each cause of difficulties and not each family member. Thus, each Covered Person within the same family may not receive the Maximum Number of sessions for each cause of difficulties. Instead, all Covered Persons within the same family together may receive the Maximum Number of sessions for each separate cause of difficulties. The number of sessions actually provided may be less than the Maximum Number if EFR determines in its sole discretion that the Covered Persons’ needs for a particular cause of difficulties have been satisfied by fewer.

- 11. Records and Reports.** EFR will maintain, and will require its agents to maintain, appropriate records regarding the services contemplated by this Agreement. Clinical records shall be maintained according to acceptable standards, including case notes on each case, protection from unauthorized access, and informed written consent required prior to release of records except as otherwise permitted under applicable State or Federal law. EFR shall provide Company annual statistical reports summarizing usage of EAP services. These reports are subject to the confidentiality provisions of Paragraph 13 below and will not list the names of persons using EAP services.
- 12. Independent Contractor Status.** The parties to this Agreement intend that the relationship created by this Agreement is that of an independent contractor. No agent or employee of EFR shall be deemed to be an employee or agent of Company. The provisions of this Agreement shall not be deemed to create any partnership, joint venture, or agency relationship between the parties. Neither party has any power or authority to act on behalf of, represent, or bind the other party, except as specifically set forth in this Agreement.
- 13. Confidentiality.** The parties understand and agree that the counselor-client relationships entered into as a result of this Agreement (including, without limitation, any evaluation, referral, and case management) are to be strictly confidential in accordance with all applicable Federal and State laws, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, and the rules and regulations promulgated thereunder. Company shall not request from EFR any information that would violate a Covered Person’s constitutional rights, right of privacy of any counselor-client relationship, nor shall EFR give any confidential information to Company, its employees or agents or any third party without the express written approval of the Covered Person involved.
- 14. Non-Disclosure.** EFR acknowledges that, during the course of its performance under this Agreement, EFR may become aware of certain proprietary, confidential, or trade sensitive information regarding Company, its employees, or agents that is not generally known to the public. Such information may include, but not necessarily be limited to: proposed acquisitions, mergers and consolidations; proposed promotions or demotions of employees; patent, copyright and trade mark rights; packaging, pricing and marketing techniques; and other similar information. EFR agrees not to disclose any such information to a third party without the express written approval of Company.
- 15. Insurance and Mutual Indemnification.** EFR agrees to maintain commercially reasonable liability insurance coverage. EFR shall indemnify and hold Company harmless for any claims that arise from any acts and omissions of EFR under the terms of this Agreement. Company shall indemnify and hold EFR harmless for any claims not directly related to the provision of professional services as herein described, and shall notify EFR immediately upon receipt of any claim or demand which it receives allegedly related to any act or omission of EFR under the terms of this Agreement. Company agrees to consult with EFR prior to any settlement.

**Subcontractors.** EFR shall use commercially reasonable efforts to assure itself that any subcontractor engaged by EFR to perform any services pursuant to this Agreement shall adhere to all of the terms of this Agreement, including, without limitation, Paragraphs 13, 14 and 15.

- 16. Default by EFR.** If EFR fails to perform its obligations under the terms of this Agreement and such failure continues for a period of thirty (30) days after Company gives EFR a written notice stating the manner in which EFR is in non-compliance with this Agreement, Company may terminate this Agreement effective immediately by giving written notice to EFR, which shall be Company's sole remedy in the event of non-performance by EFR. If EFR is unable to perform its obligations under the terms of this Agreement due to acts of God, strike, war, or other similar reasons beyond EFR's control, then EFR's time for performance shall automatically be extended for the same period of time EFR was unable to perform due to the reason beyond EFR's control.
- 17. Non-Payment of Service Fee.** If Company fails to timely pay the Service Fee to EFR, EFR may terminate this Agreement effective immediately by giving written notice to Company or may pursue any other remedy available at law or in equity or by statute. In the event EFR pursues legal action to collect all or any portion of the Service Fee, EFR shall be entitled to recover its collection costs, including, but not limited to, reasonable attorneys' fees.
- 18. Governing Law.** The construction, interpretation and performance of this Agreement shall be governed by the laws of the State of Iowa.
- 19. Notices.** Any notice required or permitted by this Agreement must be given in writing and shall be deemed given and received, if sent by United States Mail, with postage prepaid and addressed to the recipient party at the address set forth in this Agreement, three business days after deposited in the United States Mail. Either party may change its address by giving written notice in accordance with this paragraph.
- 20. Entire Agreement.** This Agreement embodies the entire understanding between the parties with respect to the provision of EAP services, and supersedes and replaces all prior agreements, understandings, representations, and statements pertaining to this Agreement.
- 21. Modification.** This Agreement may not be modified except by a written instrument signed by the party against whom enforcement of the modification is sought, and then only to the extent set forth in such written instrument.
- 22. Binding Effect.** This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.
- 23. Headings.** The paragraph headings in this Agreement are for convenience only and shall not be used to limit or otherwise construe the provisions of this Agreement.

**STORY COUNTY**  
900 6<sup>TH</sup> Street  
Nevada, IA 50201

**EMPLOYEE & FAMILY  
RESOURCES, INC.**  
505 5th Avenue, Suite 600  
Des Moines, IA 50309



(signature)

Latifah Faizal

(print name)

BOB, chair

(title)

5-23-23

(date)



(signature)

Ketsie Wilkins

(print name)

Business Development Director

(title)

5/03/2023

(date)



- i. Main Street projects which are part of a planned community project, including, but not limited to, such things as streetscaping, facilitators for planning, focus groups, and community-based restoration.
- j. Welcome Signage and Community Beautification
- k. Community-driven housing promotion, including, but not limited to housing assessments, marketing of housing opportunities, and marketing for recruitment of potential developers.
- l. Industrial and commercial park preliminary studies.
- m. Directional and local attraction signage.

Section 1.03. Membership. Every Community located in Story County, Iowa, is eligible for membership provided each has executed an Appointed Representative Form which is attached to these bylaws, and by this reference, is made a part of these bylaws (herein after referred to as the "Form") and submitted said Form annually to the Board of Supervisors on or before ~~June~~ July 1<sup>st</sup> of the fiscal year in which they wish to participate. The appointed representative, or alternate(s), from each community may be from city staff or council, an economic development group, or a volunteer for said community; may not be a representative of the County in any manner. The appointed representative and all alternates from each community may attend any and all meetings; however, each community will only have one (1) voting representative. A representative of both the Story County Conservation Board and Story County Planning and Zoning Commission may serve as a non-voting ex-officio member.

Section 1.04. Fiscal Year. The fiscal year under which the SCEDG operates is from July 1<sup>st</sup> to June 30<sup>th</sup>.

Section 1.05. Annual Reporting and Fund Balances. Prior to the end of each fiscal year, entities must provide documentation to the Chairperson of the Story County Economic Development Group to show where and how County funds were used. If the funds were not used or it is the intention of the entity to "carry over" the funds, documentation must be provided by the community. The funds may only be carried over for an economic development project and only if recommended by the SCEDG to the Story County Board of Supervisors.

The Chairperson of the Story County Economic Development Group will submit an annual report to the Story County Board of Supervisors no later than August 1st. The annual report will summarize the projects and activities funded through the Story County Economic Development Group Funding Program and provide any recommendations for carry over funding.

## ARTICLE 2: OFFICES

Section 2.01. Principal Office. The principal office of the SCEDG shall be as follows: Story County Economic Development Group, Story County Administration, 900 6<sup>th</sup> Street, Nevada, Iowa 50201. The

mailing office for the SCEDG may change within Story County as may be necessary based on the Chairperson of the SCEDG.

Section 2.02. Website. The official website for the SCEDG shall be part of the Story County website, registered as [www.storycountyia.gov](http://www.storycountyia.gov).

### ARTICLE 3: OFFICERS

Section 3.01. Officers. The officers of the organization shall be a Chairperson and a Vice-Chairperson and shall be known as the Executive Board of the SCEDG. The same person shall not hold more than one office concurrently.

Section 3.02. Election and Term of Office. The officers of the SCEDG shall be elected on even calendar years by the membership at the first regular meeting of that fiscal year. Each officer shall serve a two (2) year term, from July 1<sup>st</sup> through June 30<sup>th</sup>. Each officer shall hold office until his or her successor is elected.

Section 3.03. Duties and Authority of Officers. Each officer has the authority and shall perform the duties set forth in the bylaws.

Section 3.04. Officer's Authority to Execute Documents. Instruments in writing shall be authorized by the membership for signature by the Chairperson, Vice Chairperson, or other member so authorized to sign documents.

Section 3.05 Chairperson. The Chairperson must be a voting representative from the member organization, shall set the agenda and preside at all meetings of the SCEDG. Except as authorized by the SCEDG, the Chairperson shall sign all instruments on behalf of the SCEDG. At each meeting, the Chairperson shall submit information related to the business affairs and policies of the SCEDG.

Section 3.06. Vice-Chairperson. The Vice Chairperson must be a voting representative from the member organization and shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson. In the case of resignations or death, the Vice Chairperson shall perform such duties as are imposed on the Chairperson until such time that the SCEDG shall elect a new Chairperson.

Section 3.07. Failure to Perform Duties. If an officer is unable or unwilling to perform his or her duties as outlined in this Article, the membership will hold a special meeting to elect a replacement officer.

### ARTICLE 4: MEETINGS

Section 4.01 Public Meetings. The meetings of the SCEDG shall be public meetings and meet requirements of Chapter 21 of the Code of Iowa, as amended.

Section 4.02. Regular Meetings. The SCEDG shall generally meet quarterly at such time and place as may be designated by the Chair, and said meeting shall be known as a regular meeting of the SCEDG. The first meeting of the calendar year, typically scheduled in January, may be conducted in a hybrid format.

Section 4.03. Special Meetings. Special meetings of the SCEDG may be call by or at the request of the Chair.

Section 4.04. Notice of Meetings. Public notice will be given of the time, date, and place of the meeting and its tentative agenda. Reasonable notice of the meeting will be given to the media and posted on the official bulletin board at the County Administration Building in Nevada, Iowa. All documents will be available to the public in compliance with the Iowa Public Records Law outlined in Chapter 22 of the Code of Iowa, as amended, in accordance with the adopted Story County Open Records Policy and Procedure, adopted by reference in these bylaws. This shall be accomplished by submitting all minutes and supporting documentation to the Story County Board of Supervisors for approval.

Section 4.05. Quorum. A majority of the membership of the SCEDG shall constitute a quorum for the transaction of business; but if less than a majority are present at the meeting, a majority of the membership present may adjourn the meeting without any further notice.

Section 4.06. Minutes of the Meetings. Minutes of the meeting shall be taken by a Story County Administrative staff member which shall be appointed by the County Board of Supervisors. Said staff member shall post the agendas; ensure all notices are provided in accordance with the provisions of theses bylaws or as required by law; prepare the minutes of each SCEDG meeting, verify their correctness, and file them with the County Board of Supervisors for their approval.

#### ARTICLE 5: VOTING AND RULES OF ORDER

Section 5.01. Voting. The voting on all financial matters coming before the SCEDG shall by roll call vote, and the ayes and nays shall be entered upon the minutes of such meeting. The voting / election of officers shall be by ballot. All other matters shall be by voice vote. No proxy voting shall be allowed.

Section 5.02. Procedures. All procedures in all meetings of the SCEDG shall be conducted according to the latest edition of Robert's Rule of Order, except where such rules are in conflict of the SCEDG's bylaws or its rules, regulation, or policies. On questions of parliamentary procedure not covered in these bylaws, a ruling by the Chairperson shall prevail.

5.03. Presumption of Assent. A member who is present at a meeting of the SCEDG at which action on any matter is taken shall be presumed to have assented to the action taken unless dissent is enter in the minutes of the meeting or unless a written dissent to the action is filed with the person keeping minutes

of the meeting before the adjournment of the meeting or forwards a dissent promptly after the adjournment of the meeting.

#### ARTICLE 6: CONFLICT OF INTEREST

Section 6.01. Conflict of Interest. Whenever a member has a financial or personal interest in any matter coming before the SCEDG, the SCEDG shall ensure that:

1. The interest of such member is fully disclosed to the SCEDG.
2. No interested member may vote or lobby on the matter or be counted in determining the existence of a quorum at the meeting of the SCEDG at which such matter is voted upon.
3. Any transaction in which a member has a financial or personal interest shall be duly approved by members of the SCEDG not so interested or connected as being in the best interests of the organization.
4. Payments to the interested member shall be reasonable and shall not exceed fair market value.
5. The minutes of meetings at which such votes are taken shall record such disclosure, abstention, and rationale for approval.

#### ARTICLE 7: COMPENSATION

Section 7.01 Compensation. Members of the SCEDG shall not receive any stated salaries or compensation from the SCEDG for his or her services.

#### ARTICLE 8: COMMITTEES AND STAFF ASSISTANCE

Section 8.01 Committees. The SCEDG may designate committees with duties assigned by the SCEDG. Membership of such committee(s) shall be comprised of members of the SCEDG.

Section 8.02 Staff Assistance. The County may provide staff assistance to provide technical assistance to the SCEDG.

#### ARTICLE 9: AMENDMENT PROCEDURES

Section 9.01. Amending Bylaws. The bylaws may be amended by a majority vote of the members of the SCEDG at any regular or special meeting provided the proposed amendment has been submitted to the Executive Board and its recommendation presented to the members in writing. As amendments to these bylaws are adopted, the bylaws shall be revised to reflect that amendment and the date the

bylaws were amended. Revised bylaws shall be submitted to the County within sixty (60) days from their passage and effective date.

Section 9.02. Amending County Funding Program. The Program may be changed, from time to time as conditions warrant and for the good of the organization, separate from the amendments made to these bylaws. Amendments to the Program shall first be considered by the SCEDG subject to the approval of a majority vote of the membership who, in turn shall recommend action to the Board of Supervisors. The Board of Supervisors shall consider the amendments at a regularly-scheduled meeting. The decision of the Board of Supervisors will be communicated in writing to the SCEDG within thirty (30) days from the date of consideration. Any approved amendments shall be documented in writing by the Chairperson of the Board of Supervisors, signed and dated, and attached to the bylaws by the appointed County staff. Original documents shall be kept on file in the office of the Story County Auditor's Office.

KNOW ALL PEOPLE BY THESE PRESENTS: That the undersigned Chairperson of the Story County Economic Development Group does hereby certify that the foregoing bylaws were recommended for adoption by the members of the SCEDG to the Story County Board of Supervisors, as bylaws of said organization, at a meeting of its members held on this 26<sup>th</sup> day of October, 2016, amended on the 25<sup>th</sup> day of October, 2018, amended on the 22<sup>nd</sup> day of October 2020 and amended on the 27<sup>th</sup> day of April 2023.

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Chairperson, SCEDG

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Date

APPROVED BY THE STORY COUNTY BOARD OF SUPERVISORS THIS 1<sup>st</sup> day of November, 2016, at NEVADA, STORY COUNTY, IOWA, AND AMENDMENTS APPROVED ON THE 6<sup>TH</sup> DAY OF NOVEMBER, 2018 ~~AND THE 10<sup>TH</sup> DAY OF NOVEMBER, 2020, AND THE 23<sup>RD</sup> DAY OF MAY, 2023.~~

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Chairperson, Board of Supervisors

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Date

**BYLAWS OF THE  
STORY COUNTY ECONOMIC DEVELOPMENT GROUP**

**ARTICLE 1: NAME AND PURPOSE**

**Section 1.01. Name.** The name of the organization is the Story County Economic Development Group, herein after referred to as the "SCEDG."

**Section 1.02. Purpose.** The purpose of the SCEDG is to encourage economic development in Story County through joint efforts of Story County and the incorporated areas of Story County.

1. Secure Story County (herein after referred to as "County") funding and to oversee the distribution of County funds annually budgeted by the Story County Board of Supervisors (herein after referred to as the "Board of Supervisors").
2. Develop proposals for County funding of economic development initiatives and recommend funding to the Board of Supervisors.
3. Establish guidelines to administer the SCEDG County Funding Program (herein after referred to as "Program"). A copy of the Program Guidelines shall be attached to these bylaws, and by this reference, is made a part of these bylaws. The following initiatives are areas in which members of the SCEDG may use the Program, if deemed eligible:
  - a. Economic development staff and administration
  - b. Community marketing and prospecting
  - c. Development of promotional materials
  - d. Consulting and planning services
  - e. Speculative buildings
  - f. Tourism attractions (which create a major impact on the entire county)
  - g. Commercial development
  - h. General Community betterment activities (excluding general infrastructure and routine maintenance and upkeep)

- i. Main Street projects which are part of a planned community project, including, but not limited to, such things as streetscaping, facilitators for planning, focus groups, and community-based restoration.
- j. Welcome Signage and Community Beautification
- k. Community-driven housing promotion, including, but not limited to housing assessments, marketing of housing opportunities, and marketing for recruitment of potential developers.
- l. Industrial and commercial park preliminary studies.
- m. Directional and local attraction signage.

Section 1.03. Membership. Every Community located in Story County, Iowa, is eligible for membership provided each has executed an Appointed Representative Form which is attached to these bylaws, and by this reference, is made a part of these bylaws (herein after referred to as the "Form") and submitted said Form annually to the Board of Supervisors on or before July 1<sup>st</sup> of the fiscal year in which they wish to participate. The appointed representative, or alternate(s), from each community may be from city staff or council, an economic development group, or a volunteer for said community; may not be a representative of the County in any manner. The appointed representative and all alternates from each community may attend any and all meetings; however, each community will only have one (1) voting representative. A representative of both the Story County Conservation Board and Story County Planning and Zoning Commission may serve as a non-voting ex-officio member.

Section 1.04. Fiscal Year. The fiscal year under which the SCEDG operates is from July 1<sup>st</sup> to June 30<sup>th</sup>.

Section 1.05. Annual Reporting and Fund Balances. Prior to the end of each fiscal year, entities must provide documentation to the Chairperson of the Story County Economic Development Group to show where and how County funds were used. If the funds were not used or it is the intention of the entity to "carry over" the funds, documentation must be provided by the community. The funds may only be carried over for an economic development project and only if recommended by the SCEDG to the Story County Board of Supervisors.

The Chairperson of the Story County Economic Development Group will submit an annual report to the Story County Board of Supervisors no later than August 1<sup>st</sup>. The annual report will summarize the projects and activities funded through the Story County Economic Development Group Funding Program and provide any recommendations for carry over funding.

## ARTICLE 2: OFFICES

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mailing office for the SCEDG may change within Story County as may be necessary based on the Chairperson of the SCEDG.

Section 2.02. Website. The official website for the SCEDG shall be part of the Story County website, registered as [www.storycountyiowa.gov](http://www.storycountyiowa.gov).

### ARTICLE 3: OFFICERS

Section 3.01. Officers. The officers of the organization shall be a Chairperson and a Vice-Chairperson and shall be known as the Executive Board of the SCEDG. The same person shall not hold more than one office concurrently.

Section 3.02. Election and Term of Office. The officers of the SCEDG shall be elected on even calendar years by the membership at the first regular meeting of that fiscal year. Each officer shall serve a two (2) year term, from July 1<sup>st</sup> through June 30<sup>th</sup>. Each officer shall hold office until his or her successor is elected.

Section 3.03. Duties and Authority of Officers. Each officer has the authority and shall perform the duties set forth in the bylaws.

Section 3.04. Officer's Authority to Execute Documents. Instruments in writing shall be authorized by the membership for signature by the Chairperson, Vice Chairperson, or other member so authorized to sign documents.

Section 3.05 Chairperson. The Chairperson must be a voting representative from the member organization, shall set the agenda and preside at all meetings of the SCEDG. Except as authorized by the SCEDG, the Chairperson shall sign all instruments on behalf of the SCEDG. At each meeting, the Chairperson shall submit information related to the business affairs and policies of the SCEDG.

Section 3.06. Vice-Chairperson. The Vice Chairperson must be a voting representative from the member organization and shall perform the duties of the Chairperson in the absence or incapacity of the Chairperson. In the case of resignations or death, the Vice Chairperson shall perform such duties as are imposed on the Chairperson until such time that the SCEDG shall elect a new Chairperson.

Section 3.07. Failure to Perform Duties. If an officer is unable or unwilling to perform his or her duties as outlined in this Article, the membership will hold a special meeting to elect a replacement officer.

### ARTICLE 4: MEETINGS

Section 4.01 Public Meetings. The meetings of the SCEDG shall be public meetings and meet requirements of Chapter 21 of the Code of Iowa, as amended.

Section 4.02. Regular Meetings. The SCEDG shall generally meet quarterly at such time and place as may be designated by the Chair, and said meeting shall be known as a regular meeting of the SCEDG. The first meeting of the calendar year, typically scheduled in January, may be conducted in a hybrid format.

Section 4.03. Special Meetings. Special meetings of the SCEDG may be call by or at the request of the Chair.

Section 4.04. Notice of Meetings. Public notice will be given of the time, date, and place of the meeting and its tentative agenda. Reasonable notice of the meeting will be given to the media and posted on the official bulletin board at the County Administration Building in Nevada, Iowa. All documents will be available to the public in compliance with the Iowa Public Records Law outlined in Chapter 22 of the Code of Iowa, as amended, in accordance with the adopted Story County Open Records Policy and Procedure, adopted by reference in these bylaws. This shall be accomplished by submitting all minutes and supporting documentation to the Story County Board of Supervisors for approval.

Section 4.05. Quorum. A majority of the membership of the SCEDG shall constitute a quorum for the transaction of business; but if less than a majority are present at the meeting, a majority of the membership present may adjourn the meeting without any further notice.

Section 4.06. Minutes of the Meetings. Minutes of the meeting shall be taken by a Story County Administrative staff member which shall be appointed by the County Board of Supervisors. Said staff member shall post the agendas; ensure all notices are provided in accordance with the provisions of theses bylaws or as required by law; prepare the minutes of each SCEDG meeting, verify their correctness, and file them with the County Board of Supervisors for their approval.

#### ARTICLE 5: VOTING AND RULES OF ORDER

Section 5.01. Voting. The voting on all financial matters coming before the SCEDG shall by roll call vote, and the ayes and nays shall be entered upon the minutes of such meeting. The voting / election of officers shall be by ballot. All other matters shall be by voice vote. No proxy voting shall be allowed.

Section 5.02. Procedures. All procedures in all meetings of the SCEDG shall be conducted according to the latest edition of Robert's Rule of Order, except where such rules are in conflict of the SCEDG's bylaws or its rules, regulation, or policies. On questions of parliamentary procedure not covered in these bylaws, a ruling by the Chairperson shall prevail.

5.03. Presumption of Assent. A member who is present at a meeting of the SCEDG at which action on any matter is taken shall be presumed to have assented to the action taken unless dissent is enter in the minutes of the meeting or unless a written dissent to the action is filed with the person keeping minutes

of the meeting before the adjournment of the meeting or forwards a dissent promptly after the adjournment of the meeting.

#### ARTICLE 6: CONFLICT OF INTEREST

Section 6.01. Conflict of Interest. Whenever a member has a financial or personal interest in any matter coming before the SCEDG, the SCEDG shall ensure that:

1. The interest of such member is fully disclosed to the SCEDG.
2. No interested member may vote or lobby on the matter or be counted in determining the existence of a quorum at the meeting of the SCEDG at which such matter is voted upon.
3. Any transaction in which a member has a financial or personal interest shall be duly approved by members of the SCEDG not so interested or connected as being in the best interests of the organization.
4. Payments to the interested member shall be reasonable and shall not exceed fair market value.
5. The minutes of meetings at which such votes are taken shall record such disclosure, abstention, and rationale for approval.

#### ARTICLE 7: COMPENSATION

Section 7.01 Compensation. Members of the SCEDG shall not receive any stated salaries or compensation from the SCEDG for his or her services.

#### ARTICLE 8: COMMITTEES AND STAFF ASSISTANCE

Section 8.01 Committees. The SCEDG may designate committees with duties assigned by the SCEDG. Membership of such committee(s) shall be comprised of members of the SCEDG.

Section 8.02 Staff Assistance. The County may provide staff assistance to provide technical assistance to the SCEDG.

#### ARTICLE 9: AMENDMENT PROCEDURES

Section 9.01. Amending Bylaws. The bylaws may be amended by a majority vote of the members of the SCEDG at any regular or special meeting provided the proposed amendment has been submitted to the Executive Board and its recommendation presented to the members in writing. As amendments to these bylaws are adopted, the bylaws shall be revised to reflect that amendment and the date the

bylaws were amended. Revised bylaws shall be submitted to the County within sixty (60) days from their passage and effective date.

Section 9.02. Amending County Funding Program. The Program may be changed, from time to time as conditions warrant and for the good of the organization, separate from the amendments made to these bylaws. Amendments to the Program shall first be considered by the SCEDG subject to the approval of a majority vote of the membership who, in turn shall recommend action to the Board of Supervisors. The Board of Supervisors shall consider the amendments at a regularly-scheduled meeting. The decision of the Board of Supervisors will be communicated in writing to the SCEDG within thirty (30) days from the date of consideration. Any approved amendments shall be documented in writing by the Chairperson of the Board of Supervisors, signed and dated, and attached to the bylaws by the appointed County staff. Original documents shall be kept on file in the office of the Story County Auditor's Office.

KNOW ALL PEOPLE BY THESE PRESENTS: That the undersigned Chairperson of the Story County Economic Development Group does hereby certify that the foregoing bylaws were recommended for adoption by the members of the SCEDG to the Story County Board of Supervisors, as bylaws of said organization, at a meeting of its members held on this 26<sup>th</sup> day of October, 2016, amended on the 25<sup>th</sup> day of October, 2018, amended on the 22<sup>nd</sup> day of October 2020 and amended on the 27<sup>th</sup> day of April 2023.

\_\_\_\_\_  
Chairperson, SCEDG

\_\_\_\_\_  
April 27, 2023  
Date

APPROVED BY THE STORY COUNTY BOARD OF SUPERVISORS THIS 1<sup>st</sup> day of November, 2016, at NEVADA, STORY COUNTY, IOWA, AND AMENDMENTS APPROVED ON THE 6<sup>TH</sup> DAY OF NOVEMBER, 2018 10<sup>TH</sup> DAY OF NOVEMBER, 2020, AND THE 23<sup>RD</sup> DAY OF MAY, 2023.

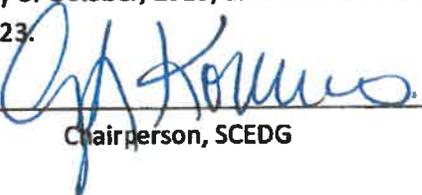
\_\_\_\_\_  
Chairperson, Board of Supervisors

\_\_\_\_\_  
Date

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\_\_\_\_\_  
Chairperson, SCEDG

\_\_\_\_\_  
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Date

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\_\_\_\_\_  
Chairperson, Board of Supervisors

\_\_\_\_\_  
5.23.23  
Date

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

Prepared by Leanne Harter, AICP, CFM, County Outreach and Special Projects Manager, 900 6<sup>th</sup> Street, Nevada, Iowa 50201 515-382-7247

# STORY COUNTY ECONOMIC DEVELOPMENT GROUP

# COUNTY FUNDING PROGRAM

Revised and reviewed  
at the regularly scheduled meeting  
for SCEDG  
on October 26, 2016  
Revised October 25, 2018  
Revised October 22, 2020  
Revised April 27, 2023

## **BACKGROUND**

A number of Story County communities have worked together to strengthen the County's business and industry tax base. These communities recognize the critical importance of the economic development to the future growth of the County.

Over two decades ago, at the request of the Story County Board of Supervisors, several communities began to discuss the benefits of additional County participation in economic development. Realizing the benefits of this idea, the Story County Economic Development Group was formed to collectively develop a proposal for the County funding of economic development initiatives. The group was comprised of all fifteen cities in Story County, each with a designate representative to serve on their behalf.

Several proposals and scenarios were developed and presented to the Story County Board of Supervisors for consideration. Initially, the Story County Board of Supervisors approved \$50,000 in funding for economic development in Story County. The original \$50,000.00 appropriation came from the 1992-1993 Local Option Sales Tax collected by the County. Along with establishing the initial fund, bylaws were developed to help for and govern the Story County Economic Development Group.

Now, more than twenty years later, the Story County Economic Development Group has received over \$1.5 million from the Story County Board of Supervisors. The positive impacts of this continued funding are visible in every community in Story County.

## **PURPOSE**

As outlined in the bylaws of the Story County Economic Development Group, the purpose of the Story County Economic Development Group is to encourage economic development in Story County through joint efforts to:

1. Secure Story County funding and to oversee the distribution of County funds annually budgeted by the Story County Board of Supervisors.
2. Develop proposals for County funding of economic development initiatives and recommend funding to the County.
3. Establish guidelines to administer the Story County Economic Development Group County Funding Program.

## **COUNTY FUNDING PROGRAM OVERVIEW**

Operating on a July 1 through June 30 fiscal year, the Story County Board of Supervisors budgets funding for the Story County Economic Development Group. These funds are distributed to eligible Story County Communities in the following manner:

**Annual Allocation:** Annually, allocate one-third of the amount approved by the Story County Board of Supervisors to Ames and equally divide the remaining two-thirds amongst the other communities provided they meet requirements of eligibility determination.

As referenced in the Bylaws, these funds can be used to assist eligible communities in Story County with the following initiatives:

- a. Economic development staff and administration
- b. Community marketing and prospecting
- c. Development of promotional materials
- d. Consulting and planning services
- e. Speculative buildings
- f. Financial incentives
- g. Tourism attractions (which create a major impact on the entire county)
- h. General community betterment activities (excluding general infrastructure and routine maintenance and upkeep)
- i. Main Street projects which are part of a planned community project, including, but not limited to such things as streets aping, facilitators for planning, focus groups, and community-based restoration.
- j. Welcome signage and community beautification
- k. Community driven housing promotion, including, but not limited to housings assessments, marketing of housing opportunities, and marketing for recruitment of potential developers
- l. Industrial park and commercial park preliminary studies
- m. Directional and local attraction signage.

## **ELIGIBILITY CRITERIA**

In order for a community to be deemed “eligible” to receive funding through the Story County Economic Development Group County funding Program, the following criteria must be met annually (on a July 1 through June 30 fiscal calendar).

The certification program requires that communities meet criteria number one and two as listed below, PLUS any two of the remaining seven criteria items.

1. Have a formal economic development organization or municipal operations in place which expends a minimum of \$1500 from their annual budget.
2. Attend at least 75% of the SCEDG meetings held annually.
3. Have a multi-media presence about the community
4. Have a promotional brochure or social media presence about the community
5. Have a current community fact file developed.
6. Have an established local "call team" to meet and work with prospects
7. Have a local financial incentive programs available.
8. Have a comprehensive plan in place to guide community development.
9. Maintain a capital improvement program (CIP).

#### **ANNUAL ELIGIBILITY DETERMINATION**

Annually, at the first regular meeting of each fiscal year of the Story County Economic Development Group, entities will be required to submit necessary material and information to be certified as an eligible community. The Story County Economic Development Group will review the materials and determine eligibility of each entity.

#### **PROCEDURE FOR AWARD OF ANNUAL ALLOCATION**

The following process outlines the steps in which Annual Allocation funds are distributed to communities.

1. The per capita amount is calculated by the Chairperson with assistance from the Story County Auditor's Office.
2. At the first regular meeting of the Story County Economic Development Group of each fiscal year, the per capita amounts are discussed and approved.
3. The Chairperson notifies the Story County Auditor's Office of the approved amounts.
4. The Story County Auditor's Office releases funding to the communities.

#### **ANNUAL REPORTING AND FUND BALANCES**

Prior to the end of each fiscal year (at the regularly scheduled April meeting), entities must provide documentation to the Chairperson of the Story County Economic Development Group to show where

and how the county funds were used. If the funds were not used or it is the intention of the entity to “carry over” the funds, documentation must be provided by the community. The funds may only be carried over for an economic development project and only if recommended by the SCEDG to the Story County Board of Supervisors.

The Chairperson of the Story County Economic Development Group will then submit an annual report to the Story County Board of Supervisors no later than August 1<sup>st</sup>. The annual report will summarize the projects and activities funded through the Story County Economic Development Group Funding Program.

MAY 18 2023

**Story County**  
**Provider and Program Participation Agreement** **STORY COUNTY**  
**BOARD OF SUPERVISORS**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2023 is by and between **Story County** and **Center for Creative Justice** (Provider).

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

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

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

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

## **SECTION 1**

### **Definitions**

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

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

## **SECTION 2**

### **Duties of Provider**

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

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

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

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

### **SECTION 3**

#### **Claims Submission and Payment**

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

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

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

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

### **SECTION 4**

#### **Relationship Between the Parties**

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

### **SECTION 5**

#### **Hold Harmless, Indemnification and Liability Insurance**

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

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

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

## **SECTION 6**

### **Laws and Regulations**

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

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

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

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

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

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

## **SECTION 7**

### **Term and Termination**

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

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

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

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

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

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

## **SECTION 8**

### **Amendments**

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

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

**SECTION 9**  
**Other Terms and Conditions**

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

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

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

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

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

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

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

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

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

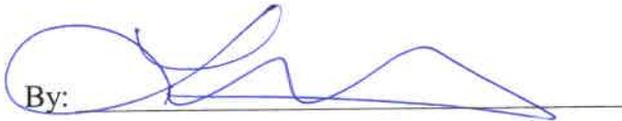
**Section 9.9 Notices to Provider.** Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express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

Center for Creative Justice  
210 Lynn Ave.  
Ames, IA 50014  
Attention: Staci Shugar

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

**COUNTY:**

**PROVIDER:**

By: 

By: 

Print Name: Latifah Taisal

Print Name: Staci Shugar

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: 5-23-23

Date: 5/12/23

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

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Probation Supervision Not to Exceed \$37,700	1 Client Hour	\$81.56

1-00

Permit Number 23-6975

STORY COUNTY UTILITY PERMIT

Date 5/18/23

To the Board of Supervisors, Story County, Iowa:  
XENIA RURAL

The WATER DISTRICT Company, incorporated under the laws of IOWA  
authorize to do business within the State of Iowa, with its principal place of business at 23998  
141st ST, Bouton IA 50039 does hereby make application requesting  
permission to occupy certain portions of public right-of-way and that the County Engineer be  
directed to establish the location of lines of transmission of potable water on secondary route

To provide water service per attached map(s).

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

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

#123034 - 2519

8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

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

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

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

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

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

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

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

Date 05/15/2023

XENIA RURAL WATER DISTRICT

Name of Company (Applicant - Permittee)

Roga Olsen  
by

(515) 676-2117

Phone no.

Recommended for Approval:

Date 5-15-23

[Signature]  
Asst. County Engineer

515-382-7355

Phone no.

Approved:

Date 5.23.23

[Signature]

Chair, Board of Supervisors  
Story County, Iowa

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

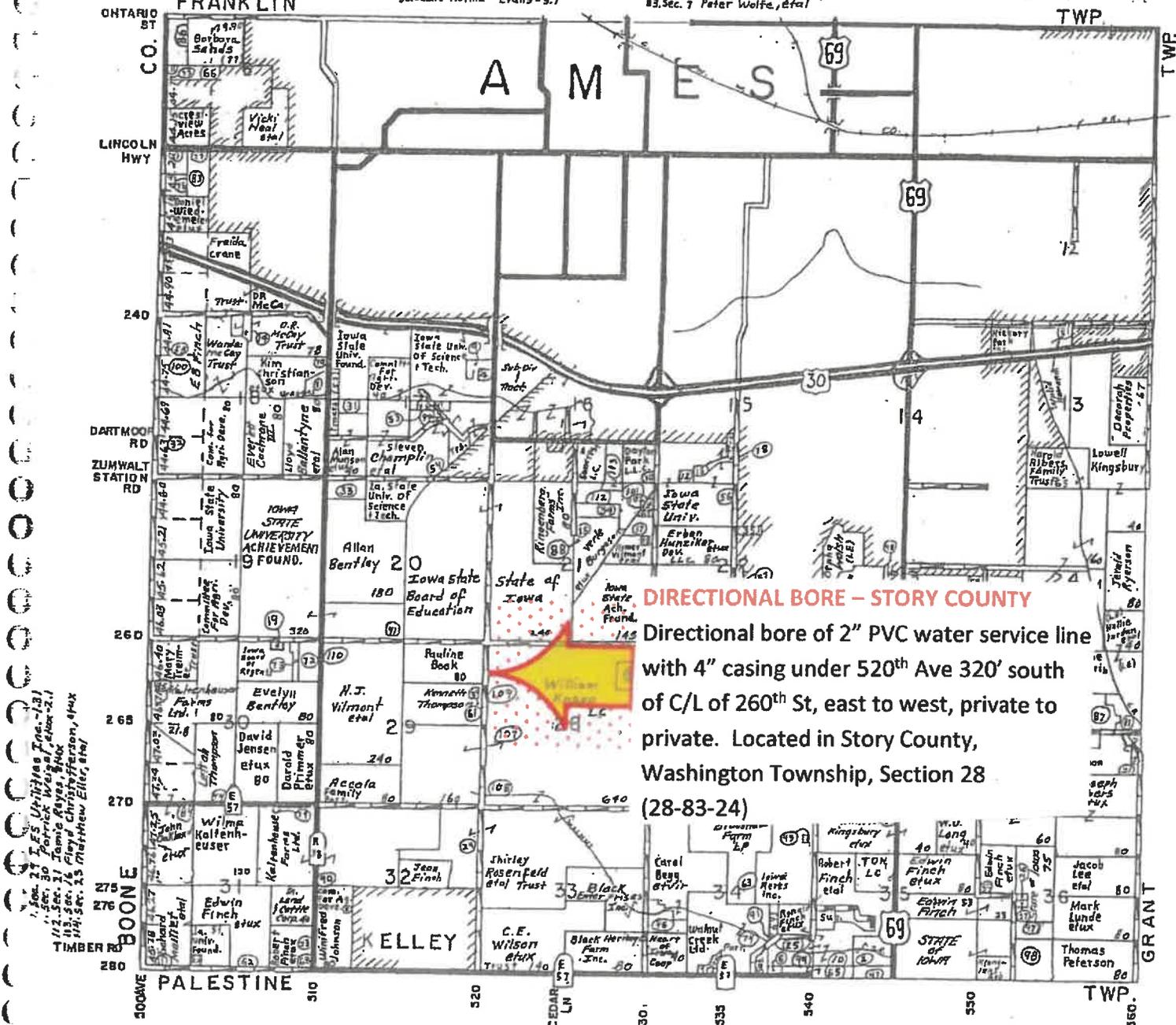
# T83N WASHINGTON R24W

- 1.Sec.7 Linwood L.L.C
- 2.Sec.25 Loren Muehler, etux
- 3.Sec.26 Joel Goodman, etux
- 4.Sec.17 Ia. St. Univ. Press, Inc. - 3.12
- 5.Sec.26 Phillip Coffery, etux
- 6.Sec.24 Lynn House
- 7.Sec.24 Janice Hansen
- 8.Sec.18 Jerome Minter, etux
- 9.Sec.17 Comm. For Agri. Deve. - 7.89
- 10.Sec.25 Scott Housh, etux - 4.7
- 11.Sec.6 Richard Hall Jr, etux
- 12.Sec.15 Phyllis Lorenz Grouse
- 13.Sec.15 Tracts
- 14.Sec.18 Virginia Conute
- 15.Sec.21 SW Burgason, etux
- 16.Sec.21 F.H. Foltz
- 17.Sec.21 Joanna Kott - 2.1
- 18.Sec.21 Sarah Meyer
- 19.Sec.30 Keith Blum, etux
- 20.Sec.25 Dean Metzger, etux
- 21.Sec.25 Daryl Thomason, etux
- 22.Sec.31 Catherine Erickson - 2
- 23.Sec.31 Moorhead Trust Inc.
- 24.Sec.23 J.E. Metris
- 25.Sec.37 Finch's 1st Sub.
- 26.Sec.26 Rick Cory, etux
- 27.Sec.26 Scott Brayton, etux

- 28.Sec.34 Dale Clark, etux
- 29.Sec.23 AMPC Inc.
- 30.Sec.26 Brent Haverkamp, etux
- 31.Sec.17 Alan Munson, etux - 10
- 32.Sec.18 Larry Bradshaw, etux
- 33.Sec.20 Elizabeth Smith
- 34.Sec.21 David Skatshaus, etux
- 35.Sec.22 Louise Lgy Techt
- 36.Sec.23 Ronald Nicole, etux
- 37.Sec.25 Keith Rollenhagen, etux
- 38.Sec.25 DE Baldus, etux - 10
- 39.Sec.24 Steve Russell, etux
- 40.Sec.21 Donald Adams, etux
- 41.Sec.20 Zc. Elec. Light's Power
- 42.Sec.26 Alpha Nelson
- 43.Sec.27 Jack Baker
- 44.Sec.30 Michael Fairchild, etux
- 45.Sec.34 Theodore Sterling, etux
- 46.Sec.31 Donald Kennedy, etux
- 47.Sec.35 Patricia Mulvhill
- 48.Sec.23 Tracts
- 49.Sec.26 Michael McVicker, etux
- 50.Sec.36 DM Severson - 5
- 51.Sec.13 State of Iowa - 1
- 52.Sec.17 Allen Bentley, etux
- 53.Sec.17 Zola Powers - 19
- 54.Sec.17 Francis Sanders, etux - 171
- 55.Sec.18 Norma Evans - 5.7

- 56.Sec.22 Arthur Riley, etux
- 57.Sec.22 Jeffery Zimmerman, etux - 4.1
- 58.Sec.23 James Stewart, etux
- 59.Sec.23 Timothy Gundlach, etux @
- 60.Sec.25 Mary Beth Evans
- 61.Sec.29 Thomas Iovachian, etux
- 62.Sec.31 Kevin Winchell, etux
- 63.Sec.31 Robert Tinscher, etux - 6.88
- 64.Sec.31 Ronald Canuso, etux
- 65.Sec.35 John Thompson, etux
- 66.Sec.6 Fee Hoehn, etal Trust - 30
- 67.Sec.21 Mary Kinoshury
- 68.Sec.21 Victor MaxKley, etux - 3.1
- 69.Sec.26 PJ Cafferty, etux - 73.82
- 70.Sec.18 Alan Takushima, etal
- 71.Sec.24 Ronald Jamison - 1.1
- 72.Sec.30 RAR Acquisition Corp.
- 73.Sec.30 Alan Collins, etux
- 74.Sec.37 Lawman Bros. Inc. - 14.81
- 75.Sec.6 Tracts
- 76.Sec.7 Seymour Heights Sub.
- 77.Sec.7 Tracts
- 78.Sec.15 Tracts
- 79.Sec.31 C.H. Harris
- 80.Sec.15 Kallenheuser Farms Inc.
- 81.Sec.15 Stephen Martin, etux
- 82.Sec.26 Philip Coffery
- 83.Sec.7 Peter Wolfe, etal

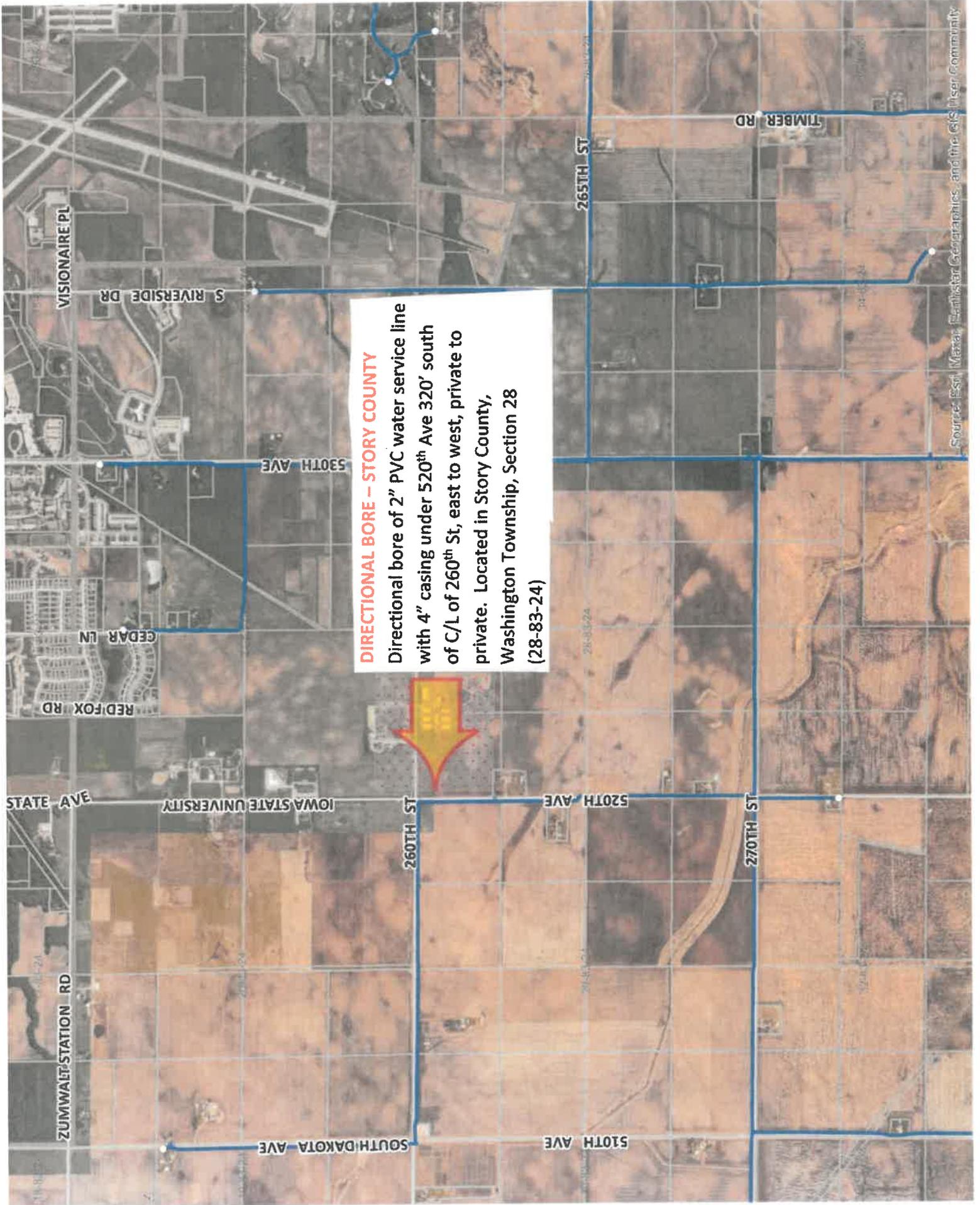
- 84.Sec.31 Charles Jones - 1.35
- 85.Sec.26 Hofbauer Agri. 3D
- 86.Sec.6 Mike Alaman, etal
- 87.Sec.25 Nellie Jordan/Earl Baldus @
- 88.Sec.21 Ronald Fuchs, etux
- 89.Sec.23 Troy Nesbitt, etux
- 90.Sec.32 Rodney Kallenheuser, etux
- 91.Sec.34 Harry Clark, etux
- 92.Sec.35 Robert Finch, etux
- 93.Sec.26 Duane Jensen, etux
- 94.Sec.34 Doug Jones, etux
- 95.Sec.30 Michael Brooks
- 96.Sec.28 Blackberry Properties Inc.
- 97.Sec.28 Mark Johnson, etux
- 98.Sec.26 Leiland Lubko, etux
- 99.Sec.17 Ervin Hausner, etux - 1.5
- 100.Sec.18 James Palansky, etux - 15.1
- 101.Sec.21 Michael Sletar, etux - 1.18
- 102.Sec.21 Ronald Belf, etux - 1.76
- 103.Sec.27 Joyce Newell - 5.61
- 104.Sec.27 Duane Black, etux - 4.13
- 105.Sec.27 Richard Bagg, etux - 3.35
- 106.Sec.27 Leland Luuka, etux - 5.01
- 107.Sec.28 Daniel Johnson, etux - 2
- 108.Sec.18 David Peifer, etux - 2.11
- 109.Sec.28 Norman Casper, etux - 4.79



**DIRECTIONAL BORE - STORY COUNTY**

Directional bore of 2" PVC water service line with 4" casing under 520<sup>th</sup> Ave 320' south of C/L of 260<sup>th</sup> St, east to west, private to private. Located in Story County, Washington Township, Section 28 (28-83-24)

- 1.Sec.24 IES Utilities Inc. - 1.3
- 2.Sec.30 Forrick Wenzel, etux - 2.1
- 3.Sec.21 Jamie Riley, etux
- 4.Sec.21 Day & Christensen, etux
- 5.Sec.25 Matthew Eller, etux



**DIRECTIONAL BORE - STORY COUNTY**

Directional bore of 2" PVC water service line with 4" casing under 520<sup>th</sup> Ave 320' south of C/L of 260<sup>th</sup> St, east to west, private to private. Located in Story County, Washington Township, Section 28 (28-83-24)

## MEMORANDUM

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**DATE:** May 23, 2023  
**TO:** Story County Board of Supervisors  
**FROM:** Sean McDermott, Planning Intern, Story County Planning and Development  
**RE:** City of Nevada Voluntary Annexation

The Kinney-Lindstrom Foundation Inc. proposes to voluntarily annex six parcels into the City of Nevada located adjacent and east of 590<sup>th</sup> Ave and adjacent and south of Lincoln Highway in Section 10 of Grant Township. The parcels are #10-10-100-110, #10-10-100-205, #10-10-100-300, #10-10-100-400, #10-10-300-100, and #10-10-300-200. They are currently used as farmland with three wind turbines. The parcels contain approximately 228 total acres and are adjacent to the Verbio biofuel property to the north, which is within Nevada city limits. A church is located to the northwest of the property and a residential dwelling is located to the northeast, both of which fall outside of city limits. Neither is proposed to be included in the annexation. The other surrounding parcels to the west, east, and southeast are agricultural land, excluding a few commercially zoned parcels to the southwest (Vetter Equipment and Van Wall), all of which fall outside of city limits as well.

Iowa Code § 368.7 on annexations indicates that the Board of Supervisors is make a recommendation on an annexation to the annexing city and review where the annexation is compatible with the comprehensive plan. Five of the six parcels included in the proposed annexation area in are mapped as an Urban Expansion Area for Nevada in the County's C2C Plan. Principle 2 of the section on Urban Expansion Areas in the C2C plan indicates the County should encourage annexation in these areas when development is proposed. The one parcel (#10-10-100-110) that is not mapped as Urban Expansion is mapped as an Agricultural Conservation Area, however, it falls adjacent to both the Urban Expansion Area and existing commercial use (Verbio) within city limits.

The three wind turbines on the property are part of the County's Urban Renewal Area and one of its and one of its Tax Increment Financing (TIF) districts. The City of Nevada consented to the Urban Renewal Area and entered into a joint agreement that allows the County's Urban Renewal Area and TIF District it to continue in the event of annexation. Thus, no further agreement or restructuring is needed.

Assistant County Attorney Ethan Anderson wrote a letter describing the Urban Renewal Area agreement and TIF arrangement to the Nevada Mayor and City Administrator. This letter is included as an attachment on the Board's resolution recommending the annexation and referenced in the resolution. The agreement is also included.

The City of Nevada hosted a consultation meeting on the requested voluntary annexation on Wednesday, April 26<sup>th</sup>, 2023. At the meeting, a township trustee asked about the loss of fire revenues. It was noted that Nevada Fire is the current service provider and would continue to provide service once annexed. The TIF District was also discussed.

Given that the request is a 100% voluntary annexation, five of the six parcels are located in an Urban Expansion Area for Nevada as mapped in the C2C plan, and the County's Urban Renewal Area and TIF District will not be impacted, resolution #23-91 is written to support the voluntary annexation request.



Map of Properties Proposed to be Annexed (in Yellow)

**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

**STORY COUNTY IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION #23-91**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, a copy of a petition for voluntary annexation into the City of Nevada; and

WHEREAS, said annexation petition includes approximately 228 acres comprised of six parcels located at the southwest corner of 590<sup>th</sup> Ave and Lincoln Way in Section 10 of Grant Township, Nevada, Iowa, in the unincorporated area of Story County, owned by Kinney-Lindstrom Foundation Inc, and hereinafter described on Attachment A and shown on Attachment B; and

WHEREAS, the subject property is adjacent to the existing corporate limits of the City of Nevada and designated as Urban Expansion Area on the C2C Comprehensive Plan Future Land Use Map; and

WHEREAS, a consultation on the proposed annexation was held on April 26, 2023, where the Story County Board of Supervisors and the Grant Township Trustees were invited, and

WHEREAS, it appears that all conditions and requirements prescribed by Section 368.7, Code of Iowa, have been complied with and met,

WHEREAS, Story County has an established Urban Renewal Project adopted in accordance with Iowa Code §403 within the proposed annexation area; and

WHEREAS, Story County and the City of Nevada previously entered into an Urban Renewal Agreement (hereinafter referred to as the "Agreement"), shown on Attachment C, that allows the County to exercise urban renewal powers on the property; and

WHEREAS, Story County and the City of Nevada agree that nothing in the proposed annexation would change the status of the County's Tax Increment Financing according to the adopted urban renewal plan due to the Agreement and it is the intent of the County and City to act in accordance with the intent of the Agreement to allow the County to operate within the city limits; and

AND WHEREAS, it is the opinion of the Board of Supervisors of Story County, Iowa, that it is advisable and in the best interests of Story County, Iowa, and all persons concerned, that the Board of Supervisors support the proposed annexation.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of Story County, Iowa, support the voluntary annexation of land hereinafter described on Attachment A and shown on Attachment B into the City of Nevada.

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 23-91 to be forwarded to the City Clerk of the City of Nevada, Iowa.

Dated this 23<sup>rd</sup> day of May, 2023.



Chairperson, Board of Supervisors

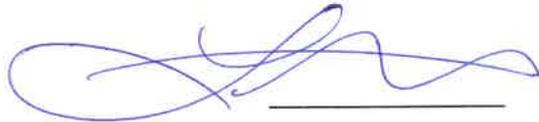
Attest:



County Auditor

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

ALLOWED BY VOTE  
OF BOARD Yea 3 Nay 0 Absent 0



CHAIRPERSON

Above tabulation made by B

ATTACHMENT A

Kinney-Lindstrom Foundation Inc Proposed Annexation Description

The Northwest Quarter (NW1/4) and North Half (N1/2) Southwest Quarter (SW1/4), Section 10, Township 83 North Range 23 West of the 5<sup>th</sup> P. M., Except Parcel "A" a part of the Northwest Quarter (NW1/4), as shown on the "Plat of Survey" filed in the Office of the Recorder of Story County, Iowa on May 15<sup>th</sup>, 1991, Book 10, Page 12, all in Section Ten (10), Township 83 North, Range 23 West of the 5<sup>th</sup> P.M., Story County, Iowa.

AND

Except Parcel "B" a part of the Northwest Quarter (NW1/4), as shown on the "Plat of Survey" filed in the Office of the Recorder of Story County, Iowa, December 27, 1995, as Instrument NO. 95-11615, Book 13, Page 173, all in Section Ten (10), Township 83 North, Range 23 West of the 5<sup>th</sup> P.M., Story County, Iowa.

ATTACHMENT B





## STORY COUNTY ATTORNEY'S OFFICE

**Timothy C. Meals – County Attorney**

Story County Justice Center

1315 South B Ave – Nevada Iowa 50201

(515) 382-7255 | FAX: (515) 382-7270

Ames Office – Human Services Center

126 South Kellogg Ave, Suite 203 – Ames Iowa 50010

(515) 232-4185 | FAX: (515) 232-6405



May 11, 2023

Brett Barker  
c/o Jordan Cook, City Administrator  
City of Nevada  
1209 6<sup>th</sup> St.  
Nevada, IA 50201

Re: Kinney-Lindstrom Foundation Inc. Proposed Annexation

Dear Jordan Cook:

This is a follow up to an April 26<sup>th</sup> consultation meeting held pursuant to Iowa Code §368.7 regarding the Kinney-Lindstrom Foundation Inc. proposed annexation. As you know the County has an already established Urban Renewal Project adopted in accordance with Iowa Code §403 in the proposed annexation area. It is my understanding that Jordan Cook, City Administrator, on behalf of the city, agreed with the County representatives at this meeting that nothing in this proposed annexation would change the status of the County's Tax Increment Financing (TIF) according to the adopted urban renewal plan. To formalize and memorialize this meeting of the minds, I was asked to prepare an agreement. Unaware of the type of agreement needed, I contacted the County's Bond Counsel at Dorsey and Whitney.

In my conversation with Bond Counsel, Paul Danos, we discussed the 2012 demonstration project that included three wind turbines in Grant Township located on the property that is proposed to be annexed. He had documentation in his file (attached) that indicated the County and City had already agreed pursuant to Iowa Code §403.17 to operate within the two-mile extraterritorial jurisdiction of the City of Nevada. It is my belief that this document satisfies the legal requirement to have an agreement. Once in place, the law is protective of TIF revenue streams such as this 2012 demonstration project as well as the wind turbines that are on the parcels proposed for annexation at this time by the City of Nevada.

Therefore, I do not plan to draft anything additional, I would only request that the attached executed agreement, be referenced during this process so that it is clear that the parties' intent in accordance with 2012 agreement is for the County to operate within city limits.

Sincerely,

Ethan P. Anderson

Assistant Story County Attorney

## URBAN RENEWAL AGREEMENT

WHEREAS, pursuant to Chapter 403 of the Code of Iowa, counties have certain urban renewal powers; and

WHEREAS, in accordance with paragraph 4 of Section 403.17 of the Code of Iowa, a county may exercise urban renewal powers with respect to property which is located within two miles of the boundary of a city only if the county and city have entered into a joint agreement with respect to such exercise of powers; and

WHEREAS, the Board of Supervisors of Story County (the "County") has begun the statutory process related to adopting an urban renewal plan and establishing an urban renewal area (the "Story County Urban Renewal Area"); and

WHEREAS, a portion of the property within the proposed Story County Urban Renewal Area, the legal description of which is shown on Exhibit A hereto, is located within two miles of the boundary of the City of Nevada, Iowa (the "City"); and

WHEREAS, the Board of Supervisors of the County has requested that the City enter into an agreement in order to enable the County to exercise urban renewal powers within the property identified above;

NOW, THEREFORE, it is agreed by the County and the City as follows:

Section 1. The County may exercise urban renewal powers pursuant to Chapter 403 of the Code of Iowa with respect to the property included within the Story County Urban Renewal Area that is identified on Exhibit A.

Section 2. This Agreement shall be deemed to meet the statutory requirements of paragraph 4 of Section 403.17 of the Code of Iowa and shall be effective following approval by the governing bodies and execution by the appropriate officials of the County and the City.

IN WITNESS WHEREOF, the County has caused this Agreement to be executed by the Chairperson of its Board of Supervisors and attested by its County Auditor, and the City has caused this Agreement to be executed by its Mayor and attested by its City Clerk, as of the dates shown opposite their respective signatures below.

STORY COUNTY, IOWA

By Wayne E. Clinton  
Chairperson, Board of Supervisors

Attest:

[Signature]  
County Auditor

Date: 12.6.11

CITY OF NEVADA, IOWA

By [Signature]  
Mayor

Attest:

[Signature]  
City Clerk

Date: 12/12/2011

EXHIBIT A  
Legal Description  
Story County Urban Renewal Area

Property located within two miles of the City of Nevada, Iowa, with the following description:

1. Vetter Equipment property located at the intersection of Highway 30 and 590<sup>th</sup> Avenue, and one-quarter mile of the right-of-way of 590<sup>th</sup> Avenue north of its intersection with Highway 30

2. Demonstration wind turbine property located in Grant Township

3. Right-of-way of Country Club Road from Nevada city limits south to 260<sup>th</sup> Street



# Board of Supervisors

Story County, Iowa

## Sick Leave Policy

**APPROVED**

**DENIED**

Approval Date:

Effective Date:

07/01/2023

Board Member Initials:

Meeting Date:

Revision No:

Follow-up action:

02

Reference: BOS Minutes:

Distribution:

Employee Handbook, Intranet, S:drive,  
Policy Book

Initially Adopted:  
04/24/2018

*For 7 day Review  
5-23-23*

### General Policy

It is the policy of Story County to provide its employees paid sick leave. The amount of sick leave which an employee becomes entitled to is determined by the provisions of this policy.

### Scope

This policy is applicable to:

All Story County employees responsible to the Board of Supervisors with the exception of temporary and seasonal employees.

All Story County employees responsible to a county elected officer holder with the exception of statutory deputies, assistant county attorneys employed under the provisions of Iowa Code 331.904, temporary and seasonal employees.

All employees not directly responsible to either the Board of Supervisors or an elected office holder and whose governing body and the Board of Supervisors have certified its applicability.

When there is a conflict between this policy and a collective bargaining agreement and/or the Iowa Code, the provisions of a collective bargaining agreement and/or the Iowa Code prevail.

### Sick Leave Accrual Schedule

Full-time employees shall accrue sick leave at the rate of one and one-half (1 ½) days per month. Part-time employee shall accrue on a proportionate basis according to their percentage of full-time status. Sick leave may be accumulated up to nine hundred sixty (960) hours which is equivalent to one hundred twenty (120) working days. Part-time employees maximum accumulation will be based on their percentage of full-time status. Once the maximum sick leave has been accrued, there will be no further sick leave accrued until the sick leave bank falls below nine hundred sixty (960) hours.

### Provisions

Payment of accrued sick leave benefits will begin on the first (1<sup>st</sup>) day of absence, computed at the employee's regular base pay. If a holiday falls within a paid sick leave, that day will be counted as a holiday and not as sick leave. Sick leave shall not be taken in advance of accrual.

Sick leave, up to a maximum of eighty (80) hours per calendar year, beginning the first payroll of the calendar year, may be used to care for an immediate family member (mother, father, spouse or children) for medical reason.

All sick leave shall expire on the date of separation from the County and no employee shall be reimbursed for sick leave accrued but not used at the time of such separation.

When an employee requests vacation time for a definite period and the request is granted, any period of illness during the period of such leave shall be charged to sick leave upon the employee producing a written certificate from a licensed health care provider stating the duration of the illness and the time period that the employee would not have been able to work. The Department Head or Elected official will then determine the number of days to be credited to the employee's accrued vacation time, according to the licensed health care provider's statement.

#### **Overtime**

Sick leave is not considered work time for the purpose of calculating overtime.

#### **Sick Leave Donation**

In the event that an employee exhausts all accumulated sick leave days, vacation, and accumulated compensatory time, the Board, upon the recommendation of the Director of Internal Operations and Human Resources may grant additional sick leave days, or, with permission from the affected individual, The Human Resources Director may request voluntary donations of sick leave from staff for use by the affected employee for the employee's personal illness or injury. The Director of Internal Operations and Human Resources will determine the number of days to be granted on a case-by-case basis and in doing so will consider medical information supplied by the affected employee. Each employee may voluntarily donate up to 2 days of sick leave per request. Donations will be taken in the order received until the maximum number of days required is met. The Director of Internal Operations and Human Resources may approve and request additional donation days for the same individual if the original allotment runs out and the Director of Internal Operations and Human Resources deems it appropriate to offer additional extended leave. Donated sick leave days which are not used by the affected employee will be cancelled and not returned to donating employees.



# Board of Supervisors

Story County, Iowa

~~APPROVED~~ DENIED

## Vacation Policy

Board Member Initials: *[Signature]*  
Meeting Date: *for 7 day Review*  
Follow-up action: *5.23.23*

Approval Date:	Effective Date:	Revision No:
	07/01/2023	02

Reference: BOS Minutes: \_\_\_\_\_  
Initially Adopted: \_\_\_\_\_

Distribution:  
Employee Handbook, Intranet, S:drive;  
Policy Book

### General Policy

It is the policy of Story County to provide its employees paid vacation leave. The amount of vacation leave which an employee becomes entitled to is determined by the provisions of this policy.

### Scope

This policy is applicable to:

All Story County employees responsible to the Board of Supervisors with the exception of temporary and seasonal employees.

All Story County employees responsible to a county elected officer holder with the exception of statutory deputies, assistant county attorneys employed under the provisions of Iowa Code 331.904, temporary and seasonal employees.

All employees not directly responsible to either the Board of Supervisors or an elected office holder and whose governing body and the Board of Supervisors have certified its applicability.

When there is a conflict between this policy and a collective bargaining agreement and/or the Iowa Code, the provisions of a collective bargaining agreement and/or the Iowa Code prevail.

### Vacation Accrual Schedule

Vacation leave shall be accrued in accordance with the following schedule as determined from the employee's anniversary date. Employees are eligible to use vacation leave once accrued.

Years of Continuous Service	Working Hours off Per Year
One (1)	80 hours (10 days)
After five (5)	120 hours (15 days)
After ten (10)	160 hours (20 days)

Vacation leave shall be computed on an hourly basis and credited to each employee's account on a bi-weekly basis. Part-time employees shall earn vacation leave on a proportionate basis according to their percentage of full-time status.

**Procedure**

An employee shall notify the immediate supervisor in advance of the desired vacation. The length of the advance notice shall be determined by the department/office needs. If it becomes necessary to limit the number of employees on vacation at one time, departmental/office procedures will prevail.

**Compensatory Time**

Any compensatory time is to be used before any charge is made to accrued vacation allowance (unless the employee is at risk of losing vacation as stated in the accumulation provision below).

**Overtime**

Vacation leave is not considered time worked for the purpose of calculating overtime.

**Exceptions**

An employee shall not accrue vacation leave during periods of temporary lay-off, suspension or leave without pay. An employee on vacation extending through a holiday period shall not have those officially designated holidays charged against vacation leave.

**Accumulation of Vacation Time**

Accumulation of vacation time (as indicated on employee pay stub) will be limited to forty (40) hours plus current year vacation allowance for which an employee is eligible. After fifteen (15) years of continuous full-time service, an employee may carry over sixty (60) hours of vacation time plus current year vacation allowance for which an employee is eligible. Any payroll period where vacation time exceed the allowed accumulation amount, that vacation time will be forfeited.

**Limitations**

Vacation leave may not be taken in advance and an employee may not waive their vacation, in order to collect both vacation and work pay.

**Accrued Vacation Payment at Termination**

Any full or part-time employee separated from County employment by reduction in force, resignation termination, death or otherwise shall be paid or have payment made to their estate or legal beneficiary in the amount of any unused vacation leave accrued at the time of separation. Employee separated from County employment before they have completed six (6) months of continuous employment will not be eligible for payment of any unused vacation leave accrued at the time of separation.



**Story County Planning and Development**  
Administration Building  
900 6<sup>th</sup> Street, Nevada, Iowa 50201  
Ph. 515-382-7245 [www.storycountyiowa.gov](http://www.storycountyiowa.gov)

## Memorandum

**DATE:** May 23, 2023  
**TO:** Story County Board of Supervisors  
**FROM:** Amelia Schoeneman, Story County Planning and Development Director  
**RE:** Proposal for a Phase I Cultural Resources Survey Associated with a Disaster Debris Site, Story County, Iowa

The proposal for the disaster debris site management plan did not anticipate the need for an archaeological survey given its use as a stover site. In the case that a more in depth archaeological survey was needed (e.g. work on site to determine if there are artifacts), the proposal noted that the consultant would negotiate the additional services with the County.

A preliminary review of the site for archeological resources identified a nearby known resource (a group of Meskwaki stopped to trade for food at a nearby residence).

As a result further on-site reviews may be necessary. Staff understands that if federally-funded or permitted projects were to pose a threat of ground disturbance, then federal law would require the adverse effects to be *considered* as part of the compliance process with the responsible federal agency required to consult with the State Historic Preservation Office. Staff presumes federal disaster dollars would cause these laws to apply to site work. Staff is working to confirm this with FEMA and the SHPO.

The archaeological proposal involves a maximum cost of \$12,645. Staff would anticipate that this would be less given that the site was previously farmed and heavily disturbed by the stover storage use. Again, staff is working to confirm this is needed to have the site be considered be "federal-ready" should it end up being used as part of a disaster response with which FEMA becomes involved.

As an overall update on the debris site and environmental review work, a Phase II environmental assessment was not required, so the County will not be incurring the \$16,500 fee involved.

**APPROVED** **DENIED**  
**Board Member Initials:** AS  
**Meeting Date:** 5/23/23  
**Follow-up action:** up to \$12,645<sup>00</sup>  

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May 16, 2023

Ben Madson  
SCS Engineers  
1690 All State Ct  
West Des Moines, IA

Re: Proposal for a Phase I Cultural Resources Survey Associated with a Disaster Debris Site,  
Story County, Iowa

Ben:

This letter is in response to your request for a cost proposal to conduct the cultural resources project described above. Our proposed not-to-exceed cost for this Phase I cultural resources survey is \$12,645. From the information that you provided, the project area consists of approximately 18 acres in rural Story County near the intersection of 600<sup>th</sup> Avenue and 160<sup>th</sup> Street. A review of OSA records revealed a single HILD (Historic Indian Location Database) location adjacent to the project area. Locations within this database are often approximated and typically based on secondary accounts or verbal communication. The record review identified no previous surveys, recorded archeological sites, or inventoried properties proximal to the proposed project area.

Based on recent photographs, the ground surface of the project area appears mostly obscured. Typically, subsurface testing would be required to test such areas. Landforms within the project area, and any archeological deposits they might contain, may also have been potentially disturbed during the removal of previous debris. A geomorphic assessment of the project area will be required to determine both ground surface visibility and the depth and degree of disturbance to the landforms within it. Pending the results of the geomorphic assessment, it is possible that the not-to-exceed budget offered above will be significantly reduced. Our proposed cost includes the potential subsurface testing and associated fieldwork, data review, analyses, report preparation, and all other tasks necessary to complete the Phase I survey.

If you accept our proposed costs and authorize us to proceed with this project, we would be able to conduct the fieldwork as soon as early to mid-June 2023. The report preparation will take place right after the fieldwork is completed and you should receive your report within two weeks of that time, and likely less.

Thank you for contacting BCA regarding this cultural resource project. Please let us know if you have any questions regarding this proposal or other cultural resource projects.

Sincerely,

Derek V. Lee  
Director



## Story County Planning and Development

Administration Building  
900 6<sup>th</sup> Street, Nevada, Iowa 50201  
Ph. 515-382-7245 [www.storycountyiowa.gov](http://www.storycountyiowa.gov)

### Memorandum

**APPROVED**

**DENIED**

Board Member Initials: DA

Meeting Date: 5.23.23

Follow-up action: option #2

**DATE:** May 23, 2023  
**TO:** Story County Board of Supervisors  
**FROM:** Marcus Amman, Story County Planning and Development Planner  
**RE:** Direction from the Board of Supervisors on updating the Cornerstone to Capstone Plan (C2C) Future Land Use Map in the two mile area outside Ames' corporate limits

Planning and Development staff are requesting direction from the Board of Supervisors on updating the Cornerstone to Capstone Plan (C2C) Future Land Use Map in the two mile area outside Ames' corporate limits.

The C2C plan is the County's comprehensive plan that was adopted on June 7<sup>th</sup>, 2016. The Future Land Use Map identifies the County's preferred land uses by major land use categories and is used as a basis for determining the proper zoning for all properties located within the unincorporated area of the County. Most of the land uses are consistent with how individual properties are currently being used and zoned; however, certain properties may not be consistent with the identified land use category or categories if the County has alternative goals for an area. A list of the designations uses in the C2C Plan and a description of each is located in Appendix A.

An adopted component of the C2C plan is the now expired Ames Urban Fringe Plan (AUFPP). The AUFPP expired on April 30, 2023, when negotiations on the plan ended and an extension was not approved by all cooperators. A letter outlining this from the City of Ames is included in Appendix B. The Ames Urban Fringe Plan had previously been integrated as the Future Land Use Map for the two mile area outside Ames' corporate limits. Without a future land use map in place, the County's lacks a guide showing preferred future land uses. It also could create conflicts in future land use of the area between the County, Ames, and Gilbert. The future land use maps help to create coordinated development between cities and the County (i.e. not siting a wind turbine farm where a city plans to grow). The County relies on the future land use maps to coordinate conditional use permit siting, compatibility of subdivisions, as well as rezoning requests. The future land use maps are used to provide cities with comments on proposed annexations, however the County does not have authority to deny annexations.

Staff is requesting direction from the Board of Supervisors regarding updating the area two miles outside Ames' corporate limits where the Fringe Plan applies/applied. Staff has identified three alternatives for updating this area. Following the direction given by the Board, staff will prepare map updates, a summary of Ames' Plan 2040 and any conflicts with the C2C Plan mapping to integrate into the C2C Plan, and bring the C2C Plan Future Land Use Map Amendment back to the Planning and Zoning Commission for their recommendation and finally back to the Board for approval after public hearing.

The alternatives are:

1. Adopt Ames Plan 2040 (Ames comprehensive plan) as the basis for future land use mapping for the two mile area outside Ames' corporate limits. See Appendix C for example map.

This alternative most closely aligns with the C2C Plan's approach for integrating municipal comprehensive plans. Part of the C2C plan includes Intergovernmental Coordination as a goal and as a foundation to the plan. Two of the objectives are "collaborate plan boundary areas and coordinate long term growth plans with the C2C Plan, Ames Urban Fringe Plan and other multi-jurisdictional planning efforts" and "identify existing and potential conflicts, especially regarding land use planning, and establish procedures to address them". These goals can be found in the C2C Plan [Foundations Chapter](#). Three of the strategies to accomplish this goal are:

- i. Encourage an efficient and compatible land use pattern that minimizes conflicts between land uses across municipal boundaries and preserves farming and natural resources in mutually agreed areas.
  - ii. To the extent possible, coordinate the C2C Plan with the municipalities within the county
  - iii. Consider the recommendations of municipal Comprehensive Plans when amending and updating other, more detailed County plans. These more detailed county-level land use plans shall be consistent with the C2C Plan, or adopted as a component of the C2C Plan clearly indicating if conflicts exist between the two plans which plan has priority.
2. Adopt Ames Plan 2040 mapping with changes requested by the Board on September 20<sup>th</sup>, 2023, for the area between Ames and Gilbert and southwest of Ames. See Appendix D.
  3. Adopt Ames Plan 2040 mapping with other changes (for example, areas for rural residential or commercial-industrial growth).

If the Board chooses either alternative 2 or 3, staff would identify conflicts between the mapping and Ames' Plan 2040. The C2C Plan includes an [appendix of municipal comprehensive plans](#). Staff would prepare a narrative to be included with the summary of the Ames Plan 2040 that also identifies conflict areas for adoption in the C2C Plan municipal comprehensive plan section.

The major land use designation the Board needs to consider when giving direction is the Urban Expansion Area. Ames Plan 2040 includes both Urban Growth and Urban Reserve areas to show where the city may grow long-term. Staff has combined these designations as the C2C only has the Urban Expansion Area Designation. The C2C Plan describes the Urban Expansion Area as "The Urban Expansion Area designation reflects those areas identified by certain communities as future growth areas. Development proposed in these areas should be encouraged to be annexed into the neighboring city in order for an urban level of service to be provided. Proposed land use and regulations should comply with that city's plans and standards as appropriate." Policies include:

1. Development in the Urban Expansion Area occurs in accordance with the applicable city's future land use plans and goals.
2. Review design and development standards to ensure that conflicts between proposed development and agricultural land natural resources are minimized. Design new residential development to maintain the open character of rural areas and to protect and maintain agricultural uses and sensitive environmental features
3. Encourage clustering of residential sites with Urban Expansion Area designation to limit the short-term and long-term costs associated with infrastructure improvements and the distribution of public services.

Appendix E includes the full list of principles for the Urban Expansion Area.

For the Board's reference, staff has compiled the size of other cities Urban Expansions Areas.

City	Current City Acres	Urban Expansion Acres	Percentage of Current
Ames	18245.04		
Alternative 1		19747	108%
Alternative 2		16205	88%
Gilbert	702.76	1517	216%
Huxley	2088.37	1243.74	60%
Nevada	3825.13	2678.35	70%
Story City	1801.64	2549.66	142%
Zearing	479.62	73.14	15%

## Appendix A

### **Natural Resource Area:**

Natural Areas, floodplains, green spaces, and parks help create open space linkages between the countryside and communities and make up this designation. The Future Land Use Map identifies certain natural features in the county in order to preserve unique habitats, natural or sensitive areas, as well as open and recreational spaces.

### **Agricultural Conservation Area:**

These areas encompass large areas of highly valuable farmland, with farming and agricultural production as the primary activity.

### **Rural Residential Area:**

The Rural Residential Area designation offers the rural housing market segment choices in the unincorporated areas of the county. They are characterized by residential land uses adapted for a rural or agricultural setting at low, non-urban densities. Urban level services are not provided in these areas, and these are not priority areas for infrastructure development.

### **Rural Village Area:**

Existing areas characterized by a variety of land uses in one location are designated as Rural Village Area. These areas have unique land use patterns that provide valued and established services for citizens in Story County. Roads in these areas are generally platted as right-of-way and maintained by Story county. The uses are served by private wastewater treatment systems (septic) and private water sources- wells and rural water systems. As shown on the Future Land Use Map, these areas contain the rural villages of Iowa Center, Shipley, and Fernald.

### **Commercial-Industrial Area:**

The Commercial-Industrial Area designation supports the long-term planning objective of accommodating future demand for types of commercial and industrial growth that may be best located in a rural setting outside of an urbanized area.

### **Urban Expansion Area:**

The Urban Expansion Area designation reflects those areas identified by individual communities as future growth areas. Development proposed in these areas are encouraged to be annexed into the neighboring city in order for an urban level of service to be provided. Proposed land use and regulations should comply with that city's plans and standards as appropriate.

## Appendix B



April 12, 2023

Story County Board of Supervisors  
900 Sixth Street  
Nevada Iowa 50201

Mayor Jon Popp and Gilbert City Council  
104 SE 2<sup>nd</sup> Street  
Gilbert, IA 50105

Re: Ames Urban Fringe Plan (AUFPP) Update and 28E Extension

The Ames City Council at its April 11<sup>th</sup> meeting reviewed the City of Gilbert February 24<sup>th</sup> letter and Story County Board of Supervisor's March 28<sup>th</sup> letter, that proposed additional changes to the draft AUFPP Update and an extension of the 28E agreement for the current AUFPP. These letters were in response to changes the City of Ames proposed in January 2023.

Ames City Council took no action in response to the proposals related to the AUFPP and gave no direction to staff to finalize an AUFPP Update. Additionally, City Council took no action to extend the current 28E agreement past its April 30<sup>th</sup> expiration date. **As a result, on May 1<sup>st</sup> the current AUFPP and 28E agreement will no longer be in effect.**

Sincerely,

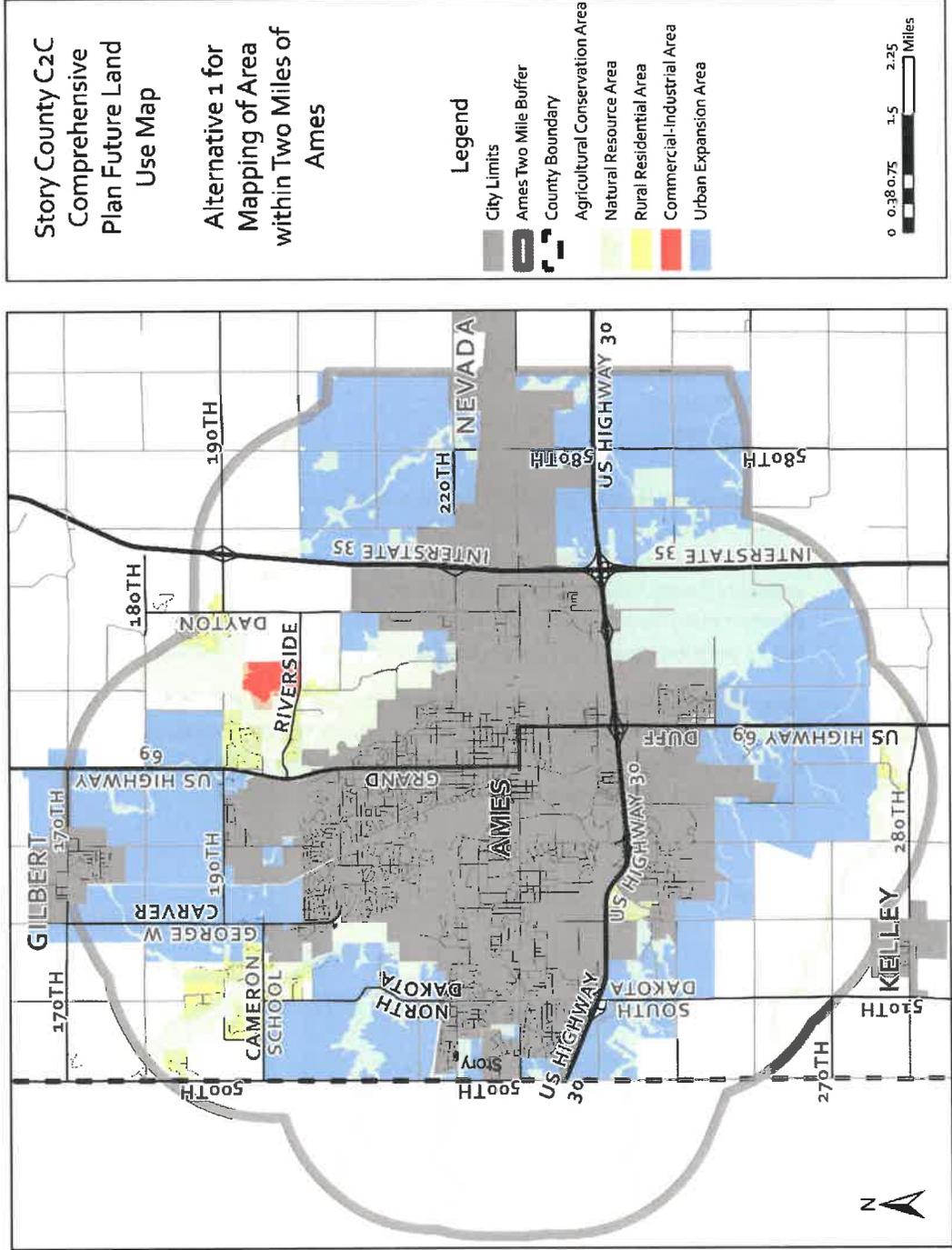
Kelly Diekmann, Planning and Housing Director

Cc: Steve Schainker, City Manager, City of Ames  
Amelia Schoeneman, Director Planning and Development, Story County  
Sonia Arellano Sundberg, City Clerk, Gilbert



**Story County Planning and Development**  
 Administration Building  
 900 6th Street, Nevada, Iowa 50201  
 Ph. 515-382-7245 [www.storycountyiaowa.gov](http://www.storycountyiaowa.gov)

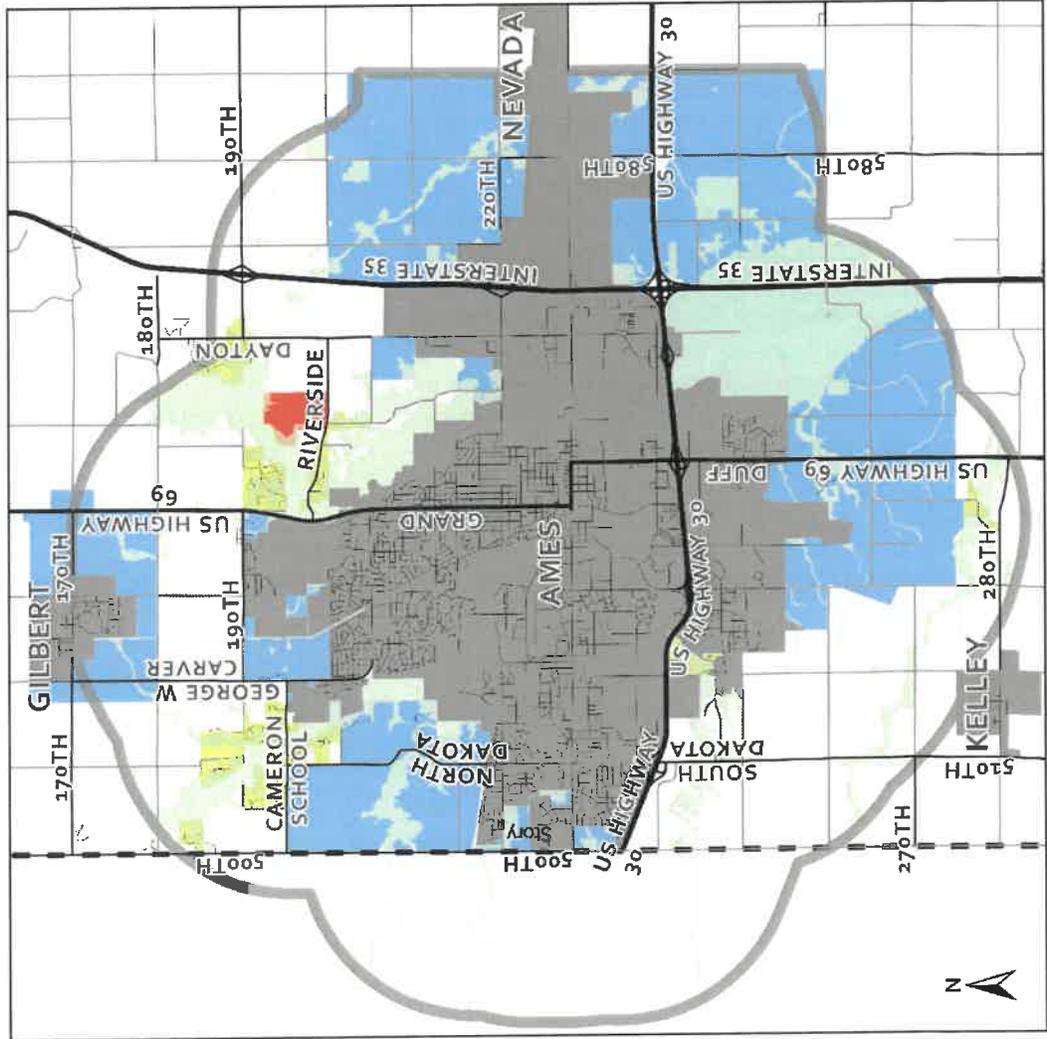
**Appendix C**





**Story County Planning and Development**  
 Administration Building  
 900 6th Street, Nevada, Iowa 50201  
 Ph. 515-382-7245 [www.storycountyiowa.gov](http://www.storycountyiowa.gov)

**Appendix D**



**Story County C2C Comprehensive Plan Future Land Use Map**

**Alternative 2 for Mapping of Area within Two Miles of Ames**

**Legend**

- City Limits
- Ames Two Mile Buffer
- County Boundary
- Agricultural Conservation Area
- Natural Resource Area
- Rural Residential Area
- Commercial-Industrial Area
- Urban Expansion Area

0 0.38 0.75 1.5 2.25 Miles



## Appendix E

### Urban Expansion Area

Story County and all the communities share similar concerns about issues and impacts from development that occurs in areas surrounding the cities, such as:

- Overlapping regulations of different local jurisdictions;
- Inconsistencies among different land use strategies; and
- Impacts of development on rural/agricultural activities.

The Urban Expansion Area helps address issues that may arise in these areas of joint planning and coordination. The Urban Expansion Area designation reflects those areas identified by individual communities through the planning process as future growth areas and/or are mapped by the community with future land uses. Areas outside the Urban Expansion Area, however still within two miles of a community (and their two-mile statutory subdivision review authority pursuant to the Code of Iowa), represent areas that communities do not foresee growing into within the planning horizon of this Plan. As such, these areas are designated on the Future Land Use Map as a designation other than Urban Expansion Area.

#### Principle 1:

Development in the Urban Expansion Area occurs in accordance with the applicable city's future land use plans and goals.

#### Principle 2:

Encourage annexation when development is proposed.

#### Principle 3:

Where annexation is not appropriate at that time of a development proposal, coordinate a cooperative review/approval between Story County and the city according to the following standards:

1. Development occurs at an urban density/scale using city development standards where applicable.
2. Use conditional rezoning agreements and annexation agreements to ensure development is built so as to facilitate a seamless transition into the city when the area is annexed.

#### Principle 4:

Review design and development standards to ensure that conflicts between proposed development and agricultural and natural resources are minimized. Design new residential development to maintain the open character of rural areas and to protect and maintain agricultural uses and sensitive environmental features.

#### Principle 5:

When development is located adjacent to agricultural uses, provide adequate buffers to minimize conflicts.

#### Principle 6:

Encourage proposed development to take access off existing paved roads unless it can be demonstrated that Minimum Levels of Service requirements may be met or development can mitigate impacts.

#### Principle 7:

Mitigate and manage stormwater run-off, soil erosion, and wastewater discharge according to IDNR and Story County standards.

#### Principle 8:

Encourage clustering of residential sites with Urban Expansion Area designation to limit the short-term and long-term costs associated with infrastructure improvements and the distribution of public services.