

ITEM #: 38
DATE: 09-26-23
DEPT: P&R

COUNCIL ACTION FORM

SUBJECT: FITCH FAMILY INDOOR AQUATIC CENTER UPDATES

BACKGROUND:

There are many components involved with design, construction, and funding of the Fitch Family Indoor Aquatic Center (FFIAC). Therefore, Staff has provided updates periodically to keep City Council informed of the project's progress and seek direction as needed.

This report provides updated information related to three items: 1) State approval of aquatic plans, 2) Recommendations from Impact7G related to environmental issues, and 3) Story County's contribution of \$500,000 toward the construction of the FFIAC. Items 1 and 2 are for information only, while the City Council is being asked to take action regarding Item 3.

STATE APPROVAL OF AQUATIC PLANS:

According to Iowa Code Public Health (641) Chapter 15.5(1), the State of Iowa requires the following items to be accomplished for new pool construction:

15.5(1) Construction permit.

- a. *Permit required.* No swimming pool shall be constructed or reconstructed without the owner or a designated representative of the owner first receiving a permit for the department. Construction shall be completed within 24 months from the date the construction permit is issued unless an extension is granted in writing by the department.
- b. *Permit application.* The owner of a proposed or existing facility or a designated representative of the owner shall apply for a construction permit on forms provided by the department. The application shall be submitted to the department at least 15 days prior to the start of construction of a new swimming pool or the reconstruction of an existing swimming pool.
- c. *Plan submission and fee.* Three sets of plans and specifications shall be submitted with the application. A nonrefundable plan review fee for each swimming pool, leisure river, water slide, wave pool, wading pool, spray pad, zero-depth swimming pool, and multisection water recreation pool shall be remitted with the application as required in 15.12(3).

The standard practice for municipalities in Iowa is to submit three complete sets of engineered, stamped drawings to the State at the same time bid documents are

distributed to potential bidders. RDG has done this multiple times with other pool projects, most recently with ISU State Gym, University of Iowa Rec and Wellness, Waukee School District, and DMACC Trail Point.

Since the bids will be based on design documents not yet approved by the authorized State agency, the City Council needs to understand that there is some risk associated with this approach. Changes required to the design by the State could result in delays and/or increased costs. However, the consulting team believes this risk is minimized because of their ongoing conversation with State representatives during the design process.

Waters Edge Aquatic Design (WEAD), the project's pool consultant, has been conversing with State staff about items that warrant direction from the State. For example, WEAD has received clarification that our design meets the required number of plumbing fixtures, a "skimmer" system is appropriate to use in the wellness pool, and the design and placement of ramps in the lap pool and wellness pools are appropriate for the water depth of each basin.

A waiver request has also been submitted to obtain approval for the use of bulk CO2 storage tank in the facility and the design team is waiting for a response. A similar request was pursued by Ames Community School District for its recent pool project, and that request was granted. Staff is therefore confident we will receive approval as well.

It remains possible that the State review may cite items in the final design that need to be changed. However, these items are usually minor in nature and easily remedied. The other alternative to this approach is to obtain State approval before issuing bid documents. This approach will delay the project construction schedule for an extended period of time given the fact that the State Department of Health appears to be understaffed and there is no telling when final approval can be granted. **Therefore, staff is not supportive of waiting to bid until final State approval is granted.**

No action is needed for this item, unless the City Council wants the staff to pursue a different strategy in regards to the State approval of the design documents.

IMPACT7G RECOMMENDATIONS:

Impact7G has been hired to provide environmental services for this project. These services include making recommendations related to the site contamination and measures to take during and after construction. Attachment A lists the potential concerns and what can be done, if anything, to mitigate these concerns. A summary of the concerns and recommendations is shown below:

1. **Encountering contaminated soil** – Story Construction is planning to leave the existing asphalt over the contaminated area in place and use it for construction trailers and staging, so it will be one of the last areas to be disturbed. The Iowa Department of Natural Resources (IDNR) has indicated that if the asphalt is

removed and minimal grading is done, the new parking lot can be placed over the contaminated soil without removing any soil. Parking lot lights will need to be installed, so there will be some soil to be removed and disposed of.

Impact7G indicates the likelihood of encountering contaminated soil is low unless excavation occurs in the northeast corner of the site. If it is encountered, the soil will need to be tested and may have to be stockpiled and/or removed from the site.

2. **Harmful vapors entering the building through the foundation** – Impact7G recommends installing an engineered vapor barrier during construction, avoiding routing utilities through known contamination, and appropriately sealing the vapor barrier for any utility penetrations through the foundation. It has been indicated to the City staff that with these measures in place, the likelihood of vapors entering the building is low.
3. **Harmful vapors found in the building** – Even though the likelihood of vapors entering the building is low, Impact7G is recommending quarterly indoor air quality monitoring for the first year.
4. **Groundwater contamination found in excavation during construction** – Since the aquatic center building footprint is downgradient from the areas of contamination, there is a medium likelihood of this occurring. The recommendation is to closely monitor groundwater elevations and concentrations prior to and during construction. If contamination is found in the groundwater, there are several remedies described in the report, which include discharging water to the sanitary system (if contamination levels are below regulatory effluent limits) and/or collecting the groundwater and trucking it offsite for treatment.
5. **Contamination moving during construction** – The likelihood of this occurring is low; however, groundwater may migrate towards the building excavation and dewatering may induce the flow from the north toward the excavation area. Monitoring is recommended, especially if a dewatering system is installed.
6. **Benzene affecting PVC piping for water, sanitary, stormwater, etc.** – Petroleum contamination can degrade and permeate water lines made from PVC or other non-petroleum resistant materials [e.g. polyethylene (PE), polybutylene (PB)]. The recommendation is to design the utility layout to avoid areas of contamination and specify petroleum resistant materials in the construction documents.
7. **Contamination found in sump water** – Impact7G indicates there is low likelihood of this happening, but recommends quarterly sump monitoring for the first year following completion of construction.

No Council direction is required regarding these recommendations. City staff and the design team plan to proceed in accordance with the recommendations of Impact7G.

STORY COUNTY FUNDING:

The Story County Board of Supervisors has approved a contribution of \$500,000 from the county's American Rescue Plan Act (ARPA) funding to go toward the capital cost of the FFIAC. As a condition of this funding, Story County Supervisors stipulated that all Story County residents pay the same user fees for the FFIAC as City of Ames residents.

As a comparison, Story County had previously committed to provide \$2,000,000 toward the Healthy Life Center capital costs and \$100,000 annually for operational costs. The \$100,000 annual contribution was to increase 3% each year with the length of the contract being 25 years. In return, non-Ames Story County residents were going to pay the same user fees as Ames residents.

Story County's contribution to the FFIAC is significantly less than what the county committed to the Healthy Life Center, so the question was raised as to whether the stipulation attached to the \$500,000 contribution is acceptable. City staff feels providing non-Ames Story County residents the same fees as Ames residents is an appropriate acknowledgement of the County's contribution, but questioned whether there should be a time limit to the benefit. **City staff discussed this issue with Story County staff, and each entity has agreed in principle to a term limit of ten years for the discounted fees. After the ten years, a new agreement can be negotiated, or Story County residents will begin paying non-resident rates.**

These terms are included in Attachment B (Grant Agreement - An Agreement With City of Ames for Funding Towards the Fitch Family Indoor Aquatic Center Project). It should be noted that City staff also checked whether there were any requirements with the use of these ARPA funds that may cause project costs to increase more than the funding provided (e.g., to pay prevailing wages or incur a significant reporting burden). **There are no such requirements, so staff is asking City Council to approve the attached contract to receive funds from Story County.**

ALTERNATIVES:

1. Approve the attached grant agreement to accept \$500,000 from Story County towards the Fitch Family Indoor Aquatic Center with the stipulation that Story County residents will pay the same fees as Ames residents for a period of ten years.
2. Do not accept the \$500,000 from Story County.
3. Refer this item back to staff.

CITY MANAGER’S RECOMMENDED ACTION:

City Council has expressed the desire to be able to not only build the new indoor aquatic center, but also construct the add alternate which includes the multi-purpose space and walking area. The construction cost estimates and potential available funding shown to Council in July indicate there may be enough funding to award the base bid and add alternate. These project budget figures included relying on the contribution from Story County.

The question Council needs to answer is whether Story County residents outside Ames should pay the same fees as Ames residents for a period of ten years. The ongoing operational subsidy for the FFIAC is a concern for staff. Offering Story County residents a reduced fee should help entice more people to come to the FFIAC. Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.



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www.impact7g.com

September 19, 2023

Keith Abraham
Parks and Recreation Director
City of Ames
1500 Gateway Hills Park Drive
Ames, IA 50010

RE: Proposed Fitch Family Aquatic Center
Supplemental Contaminated-Media Management Plan

Dear Keith,

Per your request, Impact7G is pleased to provide this supplemental information as a follow-up to the contaminated media management plan. Every attempt has been made to address the questions you have raised and to provide accurate cost estimates where applicable. Please note that third-party estimates such as laboratory analysis, waste transportation, and disposal service are subject to change between now and the actual completion of the construction project.

Thank you for the opportunity to provide this information and let me know what questions you have by contacting our office at mdeutsch@impact7g.com or 515-802-7466.

Sincerely,

A handwritten signature in black ink that reads "Matt Deutsch". The signature is fluid and cursive, with a long horizontal stroke at the end.

Matt Deutsch, CSP, CHMM
Senior Project Manager
Impact7G, Inc.

1. Potential Concern: Encountering contaminated soil (trucking it to a landfill)
 - a. Likelihood of occurrence: *Low*.
 - b. Potential issues related: Encountering contaminated soil is unexpected unless excavation occurs in the northeast corner of the property.
 - c. Potential remedies: Avoid excavating in the areas of TMW-1, TMW-4, TMW-10, and TMW-12. Field screen potentially impacted soil with a photoionization detector (PID). Soil below 10 ppm by PID screening can be reused or transported off-site. Soil over 10 ppm should be stockpiled for further laboratory analysis (refer to Contaminated-Media Management Plan for additional details).
 - d. Estimated costs for mitigation/remediation: Expedited laboratory analysis of soil for waste characterization purposes (gaining approval at the Boone County Landfill) is approximately \$900.00 per sample plus applicable travel and on-site costs for an Impact7G Environmental Specialist.
 - e. Recommendation: Include a line item in the bidding documents for unit cost excavating, hauling, and disposal of contaminated soil to Boone County Landfill.
2. Potential concern: Harmful vapors entering the building through the foundation (vapor barrier).
 - a. Likelihood of occurrence: *Low*.
 - b. Potential issues related: Impact7G does not anticipate any harmful vapors entering the building with the installation of the engineered vapor barrier.
 - c. Potential remedies: Installation of an engineered vapor barrier during the construction process. Avoid routing any utilities through the areas of known contamination. Appropriately seal the vapor barrier for any utility penetrations through the foundation.
 - d. Estimated costs for mitigation/remediation: Indoor air samples are approximately \$200.00 per sample plus applicable travel and on-site costs for an Impact7G Environmental Specialist.
 - e. Recommendation: Install a vapor barrier during construction and perform quarterly indoor air quality monitoring for the first year following completion of construction.
3. Potential concern: Harmful vapors found within the building (monitoring)
 - a. Likelihood of occurrence: *Low*.
 - b. Potential issues related: Impact7G does not anticipate any harmful vapors entering the building with the installation of the engineered vapor barrier.
 - c. Potential remedies: Installation of an engineered vapor barrier during the construction process.
 - d. Estimated costs for mitigation/remediation: Indoor air monitoring is available for approximately \$200.00 per sample plus applicable travel and on-site costs for an Impact7G Environmental Specialist.
 - e. Recommendation: Install a vapor barrier during construction and perform quarterly indoor air quality monitoring for the first year following completion of construction.
4. Potential concern: Groundwater contamination found in excavation during construction.
 - a. Likelihood of occurrence: *Medium* since the aquatic center building footprint is

downgradient from the areas of contamination.

- b. Potential issues related: The dewatering approach depends on the amount of groundwater encountered (nuisance vs. significant) and the levels of contamination. A significant amount of groundwater with contaminants exceeding effluent limits to the sanitary sewer would be the worst-case scenario.
- c. Potential remedies: Monitor groundwater levels before and during construction activities. Sump pumps and/or vacuum trucks can be used for the collection of a nuisance amount of groundwater. Deep wells and/or well-point dewatering may be required for significant amounts of groundwater.

If an installed dewatering system is anticipated, obtain a permit from the City of Ames to discharge to the sanitary sewer and perform a pilot test to collect sufficient groundwater for characterization purposes (laboratory analysis as required by the City of Ames). Provided all contaminant levels are below the permit effluent limits, discharge to the sanitary sewer. Groundwater exceeding the permit effluent limits may require pretreatment before discharge to the sanitary sewer.

- d. Estimated costs for mitigation/remediation: Nuisance dewatering can be performed for minimal cost (\$1.25 - \$2.00 per gallon for transportation and disposal) while deep wells and/or well-point system installation will have significant costs. Depending on the levels of groundwater contamination encountered, it is possible for discharge to the sanitary sewer with a permit from the City of Ames (on-site treatment may be required prior to discharge for elevated contamination levels).
- e. Recommendation: Closely monitor groundwater elevations and concentrations prior to the start of construction and make the necessary adjustments to the construction plan.

5. Potential concern: Contamination moving during construction.

- a. Likelihood of occurrence: *Low*.
- b. Potential issues related: Groundwater may migrate towards the building excavation. An installed dewatering system may also induce the flow of groundwater from the north toward the excavation area.
- c. Potential remedies: Monitor groundwater levels before and during construction activities. If an installed dewatering system is anticipated, obtain a permit from the City of Ames to discharge to the sanitary sewer and perform a pilot test to collect sufficient groundwater for characterization purposes (laboratory analysis as required by the City of Ames). Provided all contaminant levels are below the permit effluent limits, discharge to the sanitary sewer. Groundwater exceeding the permit effluent limits may require pretreatment before discharge to the sanitary sewer.
- d. Estimated costs for mitigation/remediation: Expedited laboratory analysis is approximately \$750.00 per sample.
- e. Recommendation: If an installed dewatering system is installed, monitor groundwater contaminants to maintain compliance with the discharge permit.

6. Potential concern: Benzene affecting PVC piping for water, sanitary, stormwater, etc.

- a. Likelihood of occurrence: *Medium*.
- b. Potential issues related: Petroleum contamination can degrade and permeate

water lines made from PVC or other non-petroleum resistant materials (e.g. polyethylene (PE), polybutylene (PB)).

- c. Potential remedies: Avoid routing utilities through areas of contamination and utilize Iowa DNR-recommended materials for water piping and gaskets. (i.e. metal piping with petroleum-resistant gaskets (nitrile), metal piping with joints (welded, cement, jute/oakum, leaded/leadite), or copper piping with compression fit connections).
 - d. Estimated costs for mitigation/remediation: Impact7G will defer to the architect for their expertise on this item.
 - e. Recommendation: Design the utility layout to avoid areas of contamination and specify petroleum-resistant materials in the construction documents.
7. Potential concern: Contamination found in sump water.
- a. Likelihood of occurrence: *Low*.
 - b. Potential issues related: Vapors within the building due to groundwater contamination from outside sources.
 - c. Potential remedies: Perform quarterly sump monitoring (if installed) for the first year following completion of construction. Protect indoor sumps from potential contaminants (facility maintenance cleaning compounds and lubricants).
 - d. Estimated costs for mitigation/remediation: The estimated laboratory analysis for water collected from a building sump would be \$250.00 per sample plus applicable travel and on-site costs for an Impact7G Environmental Specialist.
 - e. Recommendation: Perform quarterly sump monitoring for the first year following completion of construction.

GRANT AGREEMENT

AN AGREEMENT WITH CITY OF AMES FOR FUNDING TOWARDS THE FITCH FAMILY INDOOR AQUATIC CENTER PROJECT

THIS AGREEMENT (“Agreement”) is entered into by and between Story County, an Iowa Municipal corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as “County”, and the City of Ames, Iowa, hereinafter referred to as “Grantee”, whose mailing address and telephone number is 515 Clark Avenue, Ames, Iowa 50010, telephone 515-239-5101.

1. PURPOSE AND INTENT

The purpose of the agreement is for the Grantee to use *\$500,000 funded from ARPA Recovery Funds lost revenue towards the Fitch Family Indoor Aquatic Center on the condition that all Story County residents have the same fee schedule as Ames city residents for a period of ten (10) years for the initial date of operations of the facility.*

The Grantee acknowledges that:

- 1) the source of funding awarded for this project is the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) funds;
- 2) any and all compliance requirements for use of SLFRF funds; and
- 3) any and all reporting requirements for expenditures of SLFRF funds. (All definitions from “*Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds*” dated February 28, 2022, version 3.0.)

In order to accomplish the objectives of the American Rescue Plan Act (ARPA) to respond to the public health emergency or negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality, the County and Grantee agree as follows.

2. DISBURSEMENT OF FUNDS

The County will pay Grantee an amount not to exceed \$500,000. The funds will be disbursed in one lump-sum payment of \$500,000.

3. REPORTING

In exchange for payment received, Grantee agrees to provide the County quarterly reporting on expenditures and obligations made with ARPA funds and annual reporting regarding the \$500,000.00 funded from ARPA Recovery Funds lost revenue towards the Fitch Family Indoor Aquatic Center. A timeline for quarterly reporting is attached as Exhibit A.

4. TERMS

The terms of this service agreement shall begin upon the execution of this contract by the Chair of the Story County Board of Supervisors. Agreement shall terminate upon the exhaustion of ARPA funds by Grantee. Agreement will terminate no later than 12/31/2026.

- (A) This Agreement shall remain in effect until one of the following events has occurred:
- a. The Grantee and the County replace this Agreement with another written agreement;
 - b. All of Grantee's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements; or
 - c. This Agreement has been terminated pursuant to the provisions of Section 4 hereof.

5. TERMINATION

The County, in its sole and absolute discretion, may terminate this Agreement:

- a. if the Grantee has breached any provision of this Agreement or has failed to comply with any applicable state or federal law or regulation applicable to any Project; or
- b. if any representation or warranty made by the Grantee in any Proposal, this Agreement, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.
- c. *Notice of Termination.* The County shall provide the Grantee with written notice of termination of this Agreement. The termination of this Agreement shall be effective as of the date such notice of termination is sent by the County. The County may terminate this agreement without penalty to the County, at any time, without cause, by giving written notice to the Provider at least fifteen (15) days before the effective date of such termination.
- d. *Effect of Termination.* Upon termination of this Agreement, the Grantee shall reimburse the County for all costs and disbursements of the project terminated on a schedule to be negotiated in good faith between the County and the Grantee, but in no event more than 60 days from the date of such termination. The Grantee shall return any unused portion of the funds to the County within thirty days of notification of termination.
- e. Grantee may terminate this agreement by giving a 21-day notice by certified mail to the County.

6. AFFIRMATIVE COVENANTS

- a. *Ratification.* By executing this Agreement, the Grantee (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement (including, without limitation, the Agreement and the Application attached hereto as of the date hereof) and (ii) agrees that on each date, if any, that additional information is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional information).

- b. No Litigation. No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Grantee executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the corporate existence of the Grantee nor the title to office of any authorized representatives of the Grantee executing this Agreement, is being contested.
- c. No Conflicts. The authorization, execution and delivery of this Agreement, and performance by the Grantee of the Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Grantee is a party or by which it or any of its properties is bound.
- d. SAM.gov Registration. Grantee shall inform the County whether or not they are actively registered with the System for Award Management (“SAM”) and confirms that the Unique Entity Identifier (“UEI”) or Taxpayer Identification Number (“TINS”) herein listed is the correct number for the Grantee as of the date hereof. If Grantee is not registered with the System for Award Management (“SAM”) they will be required to register and provide the County with their Unique Entity Identifier (“UEI”) before awarded funds will be released to the Provider.
 - i. Unique Entity Identifier (“UEI”) or Taxpayer Identification Number (“TINS”)
- e. Reporting and Compliance with Laws. The Grantee shall comply with all reporting requirements as determined by Story County. In addition, the Grantee agrees that the Project shall be constructed or undertaken and shall be expended in full compliance with all applicable provisions of federal, state and local law and all regulations thereunder. Without limiting the generality of the foregoing, the Grantee covenants to comply in all respects with all applicable law, regulation and rule regarding bidding, procurement, employment and anti-discrimination.
- f. Civil Rights Compliance. Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975.

- g. If for any reason Grantee is unable to meet the terms as agreed upon above Grantee shall notify the COUNTY and return any unused portion of the funds to the COUNTY within 30 days of that notification.

7. ASSIGNMENTS

Grantee's obligation and duties under this Agreement shall not be assigned without the permission of the County.

8. INDEMNIFICATION

Grantee shall hold harmless the County for any injury or damage caused by the acts or omissions of Grantee on employees or agents and Grantee agrees to indemnify the County for any such injury or damages.

9. DISPUTES

Any disputes that arise between the County and Grantee would be governed by Iowa law and be litigated in Story County.

10. ACCESS TO BOOKS AND RECORDS

Unless otherwise required by applicable laws, Grantee shall allow the County access to all books and records for purposed of auditing or reviewing Grantee's claims, upon request by the County. Grantee's failure to provide access under this section shall constitute a material breach of the agreement.

- a. Recordkeeping. The Grantee shall maintain accounts and records with respect to the Project in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB). Grantee shall keep and maintain all financial records and supporting documentation related to the Project for a period of seven years after all proceeds have been expended or returned to the County. Wherever practicable, Grantee shall collect, transmit, and store such records in open and machine-readable formats. Grantee agrees to make such records available to the County or the United States Treasury upon request, and to any other authorized oversight body, including but not limited to the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG) and the Pandemic Relief Accountability Committee (PRAC). Grantee agrees to make such accounts and records available for on-site inspection during regular business hours of the Grantee and permit the County, the United States Treasury or any other such authorized oversight body to audit, examine, and reproduce such accounts and records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this agreement.

11. REQUIREMENTS

Grantee hereby agrees to perform all duties in accordance with all state and federal laws and regulations. This provision includes but is not limited to Iowa Code Section 144.32. Grantee assures that

no person shall be on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this agreement by the Grantee.

12. COMPLETE AGREEMENT

This is the entire agreement between the County and Grantee.

STORY COUNTY, IOWA (County)

By:

_____ (Grantee)

By:

Chairperson of the Board of Supervisors

Authorized Representative

Dated: _____

Dated: _____

Exhibit A

Report	Year	Quarter	Period Covered	Due Date (Treasury)	Due Date (to Story County)
1	2021	2-4	March 3 - December 31	31-Jan-22	NA
2	2022	1	January 1 - March 31	30-Apr-22	NA
3	2022	2	April 1 - June 30	31-Jul-22	NA
4	2022	3	July 1 - September 30	31-Oct-22	10/5/2022
5	2022	4	October 1 - December 31	31-Jan-23	1/5/2023
6	2023	1	January 1 - March 31	30-Apr-23	4/5/2023
7	2023	2	April 1 - June 30	31-Jul-23	7/6/2023
8	2023	3	July 1 - September 30	31-Oct-23	10/4/2023
9	2023	4	October 1 - December 31	31-Jan-24	1/4/2024
10	2024	1	January 1 - March 31	30-Apr-24	4/3/2024
11	2024	2	April 1 - June 30	31-Jul-24	7/3/2024
12	2024	3	July 1 - September 30	31-Oct-24	10/3/2024
13	2024	4	October 1 - December 31	31-Jan-25	1/6/2025
14	2025	1	January 1 - March 31	30-Apr-25	4/3/2025
15	2025	2	April 1 - June 30	31-Jul-25	7/3/2025
16	2025	3	July 1 - September 30	31-Oct-25	10/3/2025
17	2025	4	October 1 - December 31	31-Jan-26	1/6/2026
18	2026	1	January 1 - March 31	30-Apr-26	4/3/2026
19	2026	2	April 1 - June 30	31-Jul-26	7/6/2026
20	2026	3	July 1 - September 30	31-Oct-26	10/5/2026
21	2026	4	October 1 - December 31	31-Mar-27	1/6/2027