

The Board of Supervisors met on 6/20/17 at 10:00 a.m. in the Story County Administration Building. Members present: Marty Chitty, Lauris Olson, and Rick Sanders, with Sanders presiding. (all audio of meetings available at storycountyiowa.gov). Sanders asked to move Additional items #5-Items Eligible as Qualifying Expense for Crestview MHP, and #6-Setting Public Informational Meeting date after public comments and the vacancies applicant at 11:30 a.m.

SETTING A PUBLIC INFORMATIONAL MEETING DATE FOR CRESTVIEW MHP RESIDENTS - Karla Webb, Community Services Director, reported on meeting with George Bellitos and recommended setting the public meeting on 6/28/17 between 6:00-8:00 p.m. Chitty moved, Olson seconded the approval to set a meeting for Wednesday, June 28, 2017 from 6:00-8:00 pm for a Public Informational Meeting with Crest MHP Residents. Roll call vote. (MCU).

ITEMS ELIGIBLE AS QUALIFYING EXPENSE FOR CRESTVIEW MHP RELOCATION ASSISTANCE - Sanders reported on background, and the process. Karla Webb, Community Services Director, reported on items for payment considerations, and requested approval. Sanders suggested adding fees incurred if a clear owner needs help for disposal of a mobile home. Stewart Jackson, Crestview MHP resident, the owner will have a disposal company come in and accept the salvage as their fee for the mobile homes that are abandoned. Sanders stated it is the titleholder's responsibility to take care of the trailer. Olson stated her desire to avoid compensating the park owner for the demo of trailers and help residents with clear title as of June 1. Sanders asked about red flags for Webb. Webb stated demo cost of trailers, and how to set that all up. Sanders clarified mobile homes the meet that qualification for demo. Chitty stated in talking with the Treasurers' Office; nine non-Crestview owned trailers need removed, but questions if they are road worthy, and the cost of insurance. Sanders recommended dealing with the items presented and to not deal with demo of trailers until the June 28 meeting. Olson asked about the rent cost, up the amounts of 25% for 3 months. Deb Schildroth, External Operations and County Services Director, stated Karla is working on reinstating the MOU with the Salvation Army as an option for individuals. Olson asked to consider gas & bus tickets to this. Sanders stated that would be under the director discretion. Olson asked to get fliers over to the park for the information meeting. Olson moved, Chitty seconded the items eligible as qualifying expense for Crestview MHP Relocation Assistance as presented, and additionally up to three months' rent (up to 25% of the cost of rent) in addition to the first months' total rent. Roll call vote. (MCU)

UNIVERSITY COMMUNITY CHILDCARE - Penny Pepper, Director, reported on background information, services provided, staff, ASSET support reduces fees for the fee scale, grants and other funding, client statistics, strengths/weaknesses, and parents comments.

STORYTIME CHILDCARE CENTER - Jayne Underhill, Director, will report on 7/11/17.

MINUTES: 6/13/17 Minutes - Olson moved, Chitty seconded approval of minutes as presented. Motion carried unanimously (MCU) on a roll call vote.

PERSONNEL ACTIONS: 1)pay adjustment in a)Sheriff's Office 6/11/17 for Celena Rohland @ \$1,709.19/bw; b)Animal Control effective 6/25/17 for Sue McCaskey @ \$2,689.18/bw; 2)promotion in a)Sheriff's Office effective 6/25/17 for Nicholas Hochberger @ \$2,81.72/bw; b)Secondary Roads effective 7/9/17 for Kevin Dehaven @ \$22.26/hr. Chitty moved, Olson seconded the approval of Personnel Actions as submitted. Motion carried unanimously (MCU) on a roll call vote.

Olson moved, Chitty seconded the approval of the Consent Agenda as presented, also to add sheet of breakdown for EasyVote with documentation.

1. FY 18 Provider and Program Agreement with Boys and Girls Club of Story County Effective 7/1/17 - 6/30/18 - Boys and Girls Club of Story County - Youth Development and Social Adjustment (Not to exceed \$18,500) \$24.61/1 Client Contact Per Day
2. Resolution #17-108 FY18 Pay Resolution
3. Tenant Agreement For Highway Right-Of-Way With Danny Harrison For The Purchase Of Permanent Easement For \$25.00, Project #FM-C085(143)--55-85
4. Acknowledgment Of Certificate Of Appointment Of Ranger For Daniel Simcox
5. Acknowledgment Of Certificate Of Appointment Of Ranger For Patrick Shehan
6. Cooperative Agreement #17CRDLWMBALM-0011 between the Iowa Department of Natural Resources and Story County Conservation for a Creel Clerk at Hickory Grove Lake effective 6/30/17-10/30/17 for \$3,000
7. Software License between Easy Vote and Auditor's Office for poll worker management system including training and implementation for \$4,250.00
8. Application for Permit for Display Fireworks for Twin Anchors Golf Course, 68030 US Hwy 30, Colo, Ia. on 7/1/17 at 10:00 p.m. with a rain date at 7/2/17 at 10:00 p.m.
9. Iowa Communities Assurance Pool (ICAP) Renewal Application for FY 2018
10. Resolution #17-107 Setting the Date and Time for Public Hearing for July 11, 2017, for Amending the Urban Renewal Plan - Story County Urban Renewal Area
11. Contract between Iowa State University and Story County for law enforcement services effective 7/1/2017-6/30/2018 at the rate of \$65/per hr per officer
12. Utility Permit(s): #17-115, #17-116
13. Consideration Of Agreement Between Lexipol And Story County Effective 6/21/2017-6/20/2018 For \$6,423.00

Roll call vote. (MCU)

FISCAL AGENT AGREEMENT AND REPORT - Marion Kresse, Director of BooST, reported on background information of BooST, statistics, outcomes; fast assessment, annual budget; decrease in funding from the State, waive the fiscal agent fee; county acts as employer of record for BooST, provides office space at no charge, and if waived those funds to be transferred to direct services. Sanders reported on background information, and what does this cost Story County. Lisa Markley, Assistance Auditor, stated this is a flat percentage; overall hours spent 30/40 hours a year at 1300-1400.00. Sanders stated 3-4% is good for him. Olson asked about the space. Sanders explained. Olson stated she supports a reduction, and it is about her value of time. Markley stated in Iowa Code section a public entity must serve as fiscal agent. Olson moved, Chitty seconded on the approval of the Fiscal Agent Agreement, and to reduce the fiscal agent fee to 3% for FY18. Roll call vote. (MCU).

ACKNOWLEDGE RECEIPT OF 2017 URBAN RENEWAL AREA PROJECT APPLICATIONS, REVIEW PROCESS

AND SCHEDULE - Leanne Harter, County Outreach & Special Projects Manager, reported on the applications for projects, scheduling and timeline. Sanders asked for questions and discussions. Harter reported on the date/deadline and the item. Chitty moved for the acknowledge receipt of the 2017 Urban Renewal Area project Applications. Olson added the amendment of the addition of a request for \$58,100 and seconded. Roll call vote. (MCU). Chitty moved, Olson seconded the approval of the review process and schedule. Roll call vote. (MCU).

PARTICIPATING IN THE IOWA HIGHWATER SIGN INITIATIVE - Leanne Harter, County Outreach & Special Projects Manager, reported on background information, free signage, secondary roads place signs for or where floods occur, and looking to place one at Riverside Road. Olson moved, Chitty seconded the approval of Participating in the Iowa Highwater Sign initiative. Roll call vote. (MCU).

KURT FRIEDRICH (FRIEDRICH LAND DEVELOPMENT COMPANY) REQUEST TO SUBMIT AAFP MAP AMENDMENT - Jerry Moore, Planning and Development Director, reported on the application request, land designations of the area, meetings with Ames Planning & Housing Department to include Borgmeyer property, Ames Golf & Country Club, and the Irons. Moore stated Ames Planning & Housing Department staff proposed to annex Mr. Friedrich's request with the additional properties and to designate them as Urban Residential. Moore reported on notices sent; site maps (the combined area is referred to as the Northern Growth Gap area); land use frame work map; zoning, and that Ames Planning staff has 3 options, but the first step in considering changes to the AAFP is a majority of support allowing the applicant to submit a formal AAFP map amendment for consideration. Sanders reported on issues that will need addressed. Discussion took place. Olson moved, Chitty seconded the approval allowing Mr. Friedrich to submit a formal AAFP Map amendment application for the three participants to consider. Mr. Friedrich reported on the service area, incorporating into the city, and following the same pattern as others. Roll call vote. (MCU).

UNITED WAY OF STORY COUNTY'S REQUEST FOR \$3,300 FOR THE SUMMER ENRICHMENT SERVICES PROVIDED AT COLLINS ELEMENTARY SCHOOL - Deb Schildroth, External Operations and County Services Director, reported on background information, pilot program for summer learning programs in Collins, funding breakdown and requesting Story County fund 50% of the cost of meals, money not drawn down up to \$3,300.00. Olson moved Chitty seconded the approval of the Request up to \$3,300.00 (not drawn down in the ASSET funds) for the Summer Enrichment Services Provided at Collins Elementary School. Roll call vote. (MCU).

APPLICANT LEE BAUER FOR THE VACANCY ON THE VA COMMISSION - The Board asked questions. Sanders asked to return on 6/27/17.

APPLICANT ABDULLAH MUHAMMAD FOR VACANCIES ON ASSET - will report at a later date.

REVISED STORY COUNTY EMPLOYEE HANDBOOK EFFECTIVE 7/1/17 - Alissa Wignall, Human Resource Director, reported to change every fiscal year, and reviewed some of the changes. Chitty moved, Olson seconded the approval of the Revised Story County Employee Handbook effective 7/1/17. Roll call vote. (MCU).

EMERGENCY MANAGEMENT QUARTERLY REPORT - Keith Morgan reported on the Story County Emergency Management EOC Full-Scale Exercise after action report and reviewed items. Morgan reported on responses, planning preparedness; training, exercises, and operations.

COUNTY OUTREACH AND SPECIAL PROJECTS MANAGER WORK PROGRAM – Sanders reported on background information. Leanne Harter, County Outreach and Special Projects Manager, highlighted items on her work program. Chitty stated that Harter is a catchall of items. Her position is always evolving and will look different going forward. Sanders concurs. Olson asked for some items be moved and to add some items. Sanders asked if it is time to start a plan for communications. Olson concurs, and also using a Communications Intern this fall. Discussion took place. Olson stated she would pull a list together for a communications list. Sanders stated to talk through any changes and priorities. Olson stated to add this work program to a future agenda.

STORY COUNTY FAIR BOOTH AND DISPLAY - Sanders remarked on discussion of participation of the Story County Fair. Leanne Harter, County Outreach and Special Projects Manager, reported on the presence of Story County at the Fair, scheduling shifts, expectations, and materials to identify. Sanders stated no cost for the location, and just materials. Sanders stated to decide on evolving list, a presence during these hours, ask staff for 2-hour block (take action on) to work there and as work hours. Olson remarked that KCSI Radio is offering airtime and she is excited about this opportunity. Sanders asked if they could come with a finalized plan for formal approval. Wignall stated for a sign off with E.O. and or D.H. before a staff member to work on this.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: Chitty reported on E911 with vendors, Nevada Rec Center meeting, Crestview MHP discussions, joint meeting with ADEC. Olson reported on adding a discussion for a point person related for Crestview MHP, Central Iowa Regional Housing Authority, public meeting with HIRTA, and Community Family Resources. Chitty moved Olson seconded to adjourn at 1:16 p.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Tentative Agenda
6/20/17

1. CALL TO ORDER: 10:00 A.M.
2. PLEDGE OF ALLEGIANCE:
3. PUBLIC COMMENT #1:
This comment period is for the public to address topics on today's agenda
4. AGENCY REPORTS:
 - I. University Community Childcare - Penny Pepper, Director

Department Submitting Auditor

Documents:

ANNUAL REPORT 62017.PDF
 - II. Storytime Childcare Center - Jayne Underhill, Director

Department Submitting Auditor
5. CONSIDERATION OF MINUTES:
 - I. 6/13/17 Minutes

Department Submitting Auditor
6. CONSIDERATION OF PERSONNEL ACTIONS:
 - I. Action Forms
1)pay adjustment in a)Sheriff's Office 6/11/17 for Celena Rohland @ \$1,709.19/bw;
b_Animal Control effective 6/25/17 for Sue McCaskey @ \$2,689.18/bw; 2)promotion in
a)Sheriff's Office effective 6/25/17 for Nicholas Hochberger @ \$2,81.72,bw; b)
Secondary Roads effective 7/9/17 for Kevin Dehaven @ \$22.26/hr

Department Submitting HR
7. 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 FY 18 Provider And Program Agreement With Boys And Girls Club Of Story County Effective 7/1/17 - 6/30/18
Boys and Girls Club of Story County - Youth Development and Social Adjustment
(Not to exceed \$18,500) \$24.61/1 Client Contact Per Day

Department Submitting Board of Supervisors

Documents:

BOYSANDGIRLCLUB.PDF

II. Consideration Of Resolution #17-108 FY18 Pay Resolution

Department Submitting BOS

Documents:

FY18PAYRESOLUTION.PDF

III. Consideration Of Tenant Agreement For Highway Right-Of-Way With Danny Harrison For The Purchase Of Permanent Easement For \$25.00, Project #FM-C085(143)--55-85

Department Submitting Engineer

Documents:

TNT AGR HARRISON.PDF

IV. Acknowledgment Of Certificate Of Appointment Of Ranger For Daniel Simcox

Department Submitting Conservation

Documents:

SIMCOX CERTIFICATE OF APPOINTMENT.PDF

V. Acknowledgment Of Certificate Of Appointment Of Ranger For Patrick Shehan

Department Submitting Conservation

Documents:

SHEHAN CERTIFICATE OF APPOINTMENT.PDF

VI. Consideration Of Cooperative Agreement #17CRDLWMBALM-0011 Between The Iowa Department Of Natural Resources And Story County Conservation For A Creel Clerk At Hickory Grove Lake Effective 6/30/17-10/30/17 For \$3,000

Department Submitting Conservation

Documents:

COOPERATIVE AGREEMENT CREEL CLERK.PDF

VII. Consideration Of Software License Between Easy Vote And Auditor's Office For Poll Worker Management System Including Training And Implementation For \$4,250.00

Department Submitting Auditor

Documents:

STORY COUNTY SOFTWARE LICENSE.PDF

- VIII. Consideration Of Application For Permit For Display Fireworks For Twin Anchors Golf Course, 68030 US Hwy 30, Colo, Ia. On 7/1/17 At 10:00 P.m. With A Rain Date At 7/2/17 At 10:00 P.m.

Department Submitting Auditor

Documents:

FIREWORKS APPL.PDF

- IX. Consideration Of Iowa Communities Assurance Pool (ICAP) Renewal Application For FY 2018

Department Submitting Board of Supervisors

Documents:

ICAP RENEWAL.PDF

- X. Consideration Of Resolution #17-107 Setting The Date And Time For Public Hearing For July 11, 2017, For Amending The Urban Renewal Plan - Story County Urban Renewal Area

Department Submitting Board of Supervisors

Documents:

RESOLUTION17107SETTINGPUBLICHEARINGAMENDINGPLAN.PDF

- XI. Consideration Of Contract Between Iowa State University And Story County For Law Enforcement Services Effective 7/1/2017-6/30/2018 At The Rate Of \$65/Per Hr Per Officer

Department Submitting Sheriff

Documents:

20170615083724038.PDF

- XII. Consideration Of Utility Permit(S); #17-115, #17-116

Department Submitting Engineer

Documents:

UT 17 115.PDF

UT 17 116.PDF

- XIII. Consideration Of Agreement Between Lexipol And Story County Effective 6/21/2017-6/20/2018 For \$6,423.00

Department Submitting Sheriff

Documents:

STORY COUNTY SHERIFFS OFFICE IA MODIFIED 061617.PDF

8. PUBLIC HEARING ITEMS:

9. ADDITIONAL ITEMS:

I. Discussion And Consideration Of Fiscal Agent Agreement And Report - Marion Kresse

Department Submitting Auditor

Documents:

REPORT.PDF
FISCAL AGENT AGREEMENT FY 2018.PDF

II. Acknowledge Receipt Of 2017 Urban Renewal Area Project Applications, Discussion And Consideration Of Review Process And Schedule - Leanne Harter

Department Submitting Board of Supervisors

Documents:

SCHEDULEANDPROJECTLISTTOBOS.PDF

III. Discussion And Consideration Of Participating In The Iowa Highwater Sign Initiative - Leanne Harter

Department Submitting Board of Supervisors

Documents:

HIGH WATER MARKS.PDF

IV. Discussion And Consideration Of Kurt Friedrich (Friedrich Land Development Company) Request To Submit AUFPP Map Amendment - Jerry Moore

Department Submitting Planning and Development

Documents:

MEMO TO BOS.PDF
MEMO TO GILBERT STORY.PDF
NORTH GROWTH GAP AREA SEWER EXTENSION.PDF

V. Discussion And Consideration Of Items Eligible As Qualifying Expense For Crestview MHP Relocation Assistance - Karla Webb

Department Submitting Story County Community Services

Documents:

CRESTVIEW MOBILE HOME PARK RELOCATION ASSISTANCE.PDF

- VI. Discussion And Consideration Of Setting A Public Informational Meeting Date For Crestview MHP Residents - Karla Webb

Department Submitting Story County Community Services

- VII. Discussion And Consideration Of United Way Of Story County's Request For \$3,300 For The Summer Enrichment Services Provided At Collins Elementary School - Deb Schildroth And Jean Kresse

Department Submitting Board of Supervisors

Documents:

COLLINS SUMMER REQUEST.PDF

- VIII. Discussion And Consideration Of Applicant Lee Bauer For The Vacancy On The VA Commission - Deb Schildroth

Department Submitting Board of Supervisors

Documents:

BAUER APPLICATION.PDF

- IX. Discussion And Consideration Of Applicant Abdullah Muhammad For Vacancies On ASSET - Deb Schildroth

Department Submitting Board of Supervisors

Documents:

MUHAMMAD APPLICATION.PDF

- X. Discussion And Consideration Of Revised Story County Employee Handbook Effective 7/1/17 - Alissa Wignall

Department Submitting BOS

Documents:

EMPLOYEE HANDBOOK JULY 2017.PDF
STORY COUNTY EMPLOYEE HANDBOOK REVISIONS 2017.PDF

10. DEPARTMENTAL REPORTS:

- I. Emergency Management Quarterly Report - Keith Morgan

Department Submitting Auditor

Documents:

STORY CO EOC.PDF
17 06 20 BOS UPDATE.PDF

11. OTHER REPORTS:

I. Discussion Of County Outreach And Special Projects Manager Work Program

Department Submitting Board of Supervisors

Documents:

COSPPWORKPROGRAMFOR2017.PDF

II. Discussion And Direction Regarding Story County Fair Booth And Display - Leanne Harter And Rachel Wilson

Department Submitting Board of Supervisors

Documents:

MEMO TO BOS FOR SC FAIR 2017.PDF

12. PUBLIC FORUM #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.

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

14. 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 Meeting
Board of Supervisors
6/20/17

NAME

ADDRESS

Jerry Moore
Brenda Dyer
Linda Murken
Maion Kessel
Ethan Anderson
Jane Punske
BARRY M THOMAS
Penny Pepper
Frank & Judy Maly
Keith Morgan
Paula Wehl
Aussa Morgan
Lisa Markley
Deb Schildroth
Erin Ruwert
Brett McLain
Gene Swett

P&D
AFC
Boo JT
SCAO
Nevada
Story Co. Sheriff's Office
University Community Childcare
Arnes
Story EMA
Community Services
BCS
BDS
Comm. Services / VA
V.A.
Treasurer

UCC Report to Story County Board of Supervisors

June 20, 2017

10:00 a.m.

University Community Childcare

- Private, non-profit child care center located on the north side of the ISU campus in the Schilletter-University Village housing area.
- Started out in a Pammel Ct Quonset hut in 1971 and grew until UCC housed in (7) Pammel units
- Moved to 100 University Village – across from Veenker golf course in March 2004
- UCC is governed by a board of directors consisting of center parents and community members
 - ✓ UCC provides full and part day early care and education services for infants, toddlers, and preschoolers throughout the year
 - ✓ Care before and after school for children in Kind – 5th grade during the academic year; full day during school vacations
 - ✓ Care for mildly ill children provided at the Comfort Zone during the school year as well (43 Story County children made 92 visits during FY 15-16)

UCC provides care for 90-100 children every week who are taken care of by:

- 25 permanent staff – teachers, (2) registered nurses, food program staff, office support staff and the executive director and asst director.
- 25-30 part-time assistant teachers – primarily ISU students eligible for the college work-study program. UCC pays 25% of their hourly rate of pay.

The center receives funding from:

- ASSET funders – this funding supports reduced fees for ISU student families with incomes below 225% of the federal poverty guidelines
- ISU – provides both monetary funding and in-kind services – the building is rent-free
- ISU Dept. of Residence – funding used to cover occupancy expenses such as mowing, snow removal and building maintenance

- ISU Ccampis Grant – federal program – supports fees for Pell grant eligible ISU students enrolled at on-campus child care centers. Grant was renewed Oct. 1, 2014 for (4) years. (31) were on children Ccampis Grant program FY 15-16 – doesn't include those using the CZ.
- USDA – supports the children's meal program
- BooSt – provides scholarships for preschool children (11 children at \$75/mo. FY 15-16)
- UCC also works with the Ames School District and Statewide voluntary preschool program for 4 year olds.

UCC is a community site for this preschool program. Benefits: free 10'/wk. to participating families; grant will pay for staffing expenses (11 children FY 15-16)

Client statistics from 2015-16 show UCC provided care for 197 children

- Location of residence
 - ✓ 85 had ISU student parent(s)
 - ✓ 105 were Ames residents
 - ✓ 3 was Story County resident
 - ✓ 4 lived outside of Story Co. (1 UCC staff child; 3 ISU staff using the CZ)

- Client income levels
 - ✓ 49% were below 200% of poverty guidelines
 - 30% were at below 150%
 - ✓ 51% were over 200%
 - ✓ 60 children had fees paid by a 3rd party, i.e., Dept. of Human Services, ISU Ccampis Grant, BooST Empowerment scholarship, Statewide Voluntary Preschool funds

UCC strengths include:

- Accreditation from the National Association for the Education of Young Children since 2000. Renewed for another 5 year term October 2016.
- 5-Star rating on the Iowa Quality Rating System renewed for another 2 year - through March 2018.
- Staff taking advantage of continuing education sponsored by Child Care Resource & Referral of Central Iowa and the State of IA and by the Iowa Association for the Education of Young Children. UCC currently has 1 staff member attending DMACC in early childhood education on a TEACH scholarship. Another is renewing her teaching license through this program. To date, (2) current employees have received an AA degree through TEACH. This program pays tuition for staff currently working full time in childcare.
- Out of 25 permanent staff, (5) have worked at UCC 2-5 years; (4) working from 5-10 years and (8) greater than 10 years.

UCC weaknesses include:

- lengthy waiting lists for infants & toddlers
- difficulty in balancing affordability for families and the ability to pay staff an appropriate wage

Outcome information

- Parent comments from 16-17 ASSET proposal
 - "The daycare has been a relief for me; especially with the absence of family's help; as well as allowed me to work all day from 8 to 5"
 - "It has helped me be able to focus on my studies instead of working multiple jobs and/or piece together a group of part-time sitters for my children to make ends meet"

- "ISU student rates make it possible for me to have my daughter attend a high quality after school program. Without these rates my daughter would be unable to attend UCC".

- Comfort Zone:

- "Helped us attend our new jobs".
- "I just recently started my job, so it helps that I can make it to work".
- "Being a single mother it made a huge difference. I am extremely grateful for this brilliant institution".

RECEIVED

JUN 09 2017

Story County
Provider and Program Participation Agreement

STORY COUNTY
BOARD OF SUPERVISORS

THIS AGREEMENT (the Agreement), entered into this First day of July, 2017 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 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, description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and Story County shall not use each other's name, symbol or service mark without prior written approval of the other party.

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

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

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

Story County Board of Supervisor's Office
Story County Administration Building, 900 6th Street
Nevada, Iowa 50201
Attention: Deb Schildroth

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:

BOYS + GIRLS CLUB OF STORY COUNTY
210 SOUTH 5TH ST
AMES, IA 50010
Attention: ERICA PETERSON

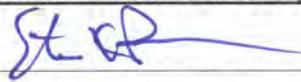
Section 9.10 Laws. This contract is governed by the laws of the State of Iowa with venue in Story County District Court.

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

COUNTY:

PROVIDER:

By: 

Boys and Girls Club of Story County
By: 

Print Name: Rick Sanders

Print Name: ERIKA PETERSON

Print Title: Story County Board of Supervisors

Print Title: CEO

Date: 6-20-17

Date: 5/26/17

**ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2018**

Service Description	Unit of Service	Rate
Youth Development and Social Adjustment Not to Exceed \$18,500	1 Client Contact Per Day	\$24.61

Resolution #17-108

BE IT RESOLVED that the salaries for Story County employees for fiscal year 2018 (for the pay period beginning June 25, 2017 and payable on July 14, 2017) shall be as follows:

The following rates are bi-weekly:

Andersen	Micah	3008.02	Tande	Karissa	2221.62
Anderson	Ethan	3295.38	Thompson	Kyle	2470.64
Asmussen	John	3618.48	Tickle	Brian	3001.72
Backous	Gary	3616.08	Toresdahl	Constance	2472.24
Bartos	Matthew	2161.01	VanWyngarden	Lynnette	2353.85
Bauer	Russell	2109.89	Waldbillig	Michael	2478.64
Beste	Kyle	2422.27	Webb	Karla	2836.74
Blau	Clark	2222.42	Webster	Joshua	2682.94
Böeckman	Andrew	2270.65			
Boelkes	Benjamin	2678.94	The following rates are hourly:		
Briseno	Nicolas	2827.32	Ahrens	Joel	29.42
Burkle	Margie	1722.00	Andringa	Christopher	17.18
Carman	Jordan	1839.78	Bellile	Michelle	19.60
Chance	Jan	2008.37	Borton	Aaron	23.76
Chang	Jane	2353.85	Borwick	Vanessa	17.66
Chinery	Colin	2041.70	Böttorf	Joseph	26.87
Christian	Adam	2456.24	Brakke	Mark	29.32
Combs	Dillon	2469.84	Braland	Justin	22.26
Davis	Cory	2649.34	Bratland	Charles	22.80
Denekas	Nancy	2027.57	Brimeyer	Cody	19.27
Eickholt	Jonathan	2378.49	Brogden	Joby	24.0*
Ellis	Leanna	3616.88	Campbell	Shelly	16.39
Fletchall	Shean	3295.38	Carsrud	Charles	31.80
Geffre	Tracy	2220.82	Carter	Richard	23.37
Good	Michelli	2224.02	Cerka	Amie	23.81
Grimm	Tyler	2589.23	Clatt	Dennis	29.20
Grubbs	Jason	2471.44	Cripps	Jamie	16.39
Gruis	Nathan	1678.95	Davis	Tanner	23.18
Hamilton	Cody	1760.47	DeHaven	Kevin	18.50
Hansen	Levi	2678.94	DeVries	Jennifer	17.28
Harrington	Katie	1581.99	Dolph	Ronnie	20.43
Harrison	Travis	2205.62	Eames	Casandra	19.13
Harter	Leanne	2882.80	Erickson	Christopher	29.15
Hinders	Joan	2047.30	Evans	Michael	29.24
Hobart	Diane	2224.02	Faisal	Latifah	23.08
Hochberger	Nicholas	2456.24	Fitzgerald	Sandra	18.29
Holascher	Jonathan	3177.69	Frahm	Brittany	16.06
Houston	Joshua	2679.74	Fry	Jonathan	31.88
Hunter-Montgomer	Marcene	2044.10	Gardner	Katie	16.06
Ibarra-Trejo	Mayra	1760.47	Grieser	Marcel	16.03
Johnson	Jaime	2027.57	Grimard	Shelley	17.81
Johnson	Bret	3002.52	Habermann	Paula	25.15
Johnson-Miers	Shawna	2824.62	Hilleman	Patricia	19.59
Kennedy	Michael	2226.42	Hinson	Monika	23.86

Kenworthy	Adam	2824.62	Holland	Roger	29.26
Kester	Aaron	2478.64	Holscher	Julie	15.75
Kickbush	Scott	3010.52	Hovick	Jim	31.86
Kunc	Samantha	1678.95	Huey	Samuel	26.46
Lasher	James	1722.00	Ingham	Darla	17.16
Lavender	Allan	2205.62	Johnson	Steve	31.90
Lennie	Nicholas	2995.32	Johnson	Kathy	21.34
Lentz	Jordan	1839.78	Jones	Cynthia	16.26
Levri	Jerri	2041.70	Jones	Stephanie	17.88
Linkenmeyer	Carson	1678.95	Kane	Austin	28.71
Luke	Adam	1882.05	Kerns	Jennifer	16.84
Markley	Lisa	2510.33	Koepp	Debbie	16.06
Massaro	Karime	1760.47	Kruger	Derek	24.96
Massaro	Matthew	1975.41	Lang	Suzanne	20.28
Matchan	Benjamin	2353.85	Lehman	Tammie	18.04
McCaskey	Susan	2637.03	Link	Anna	18.28
McKenna	Dina	3626.48	Logsdan	Sue	17.18
McLathrie	Noelle	2233.48	Loneman	Terri	23.16
Meals	Timothy	3883.85	Macki	Kristy	21.52
Memmer	Stephanie	2044.10	Memmer	James	29.26
Meredith	Tiffany	3648.46	Mensing	Lori	26.58
Moon	Darren	4490.08	Moore	Brian	27.03
Moore	Jerry	2891.91	Naumann	Cathy	16.39
Mosinski	Marilyn	1862.06	Oborny	Robert	23.79
Muhlenberg	Alex	1678.95	Ogden	Paul	29.27
Naumann	Andrew	2648.08	Patterson	Timothy	22.19
Navratil	Joel	2473.04	Peterson	Ryan	22.26
Nicholas	Kimberly	1750.63	Pritchard	Heather	18.04
Packer	Adam	1839.78	Rasmusson	David	29.16
Pearson	Calvin	3433.57	Ruther	Kelly	17.23
Peck	Michael	2221.62	Schmitz	Wendy	16.84
Quinn	Elizabeth	2997.72	Schoeneman	Amelia	23.25
Rewerts	Erin	2441.47	Schwickerath	Cynthia	16.03
Rhoad	Anthony	2998.52	Shugar	Stacie	20.20
Riese-Wignall	Alissa	3288.93	Sinclair	Sherry	18.31
Rink	Crystal	3295.38	Smith	Laura	17.85
Robinson	Kristen	2824.62	Sprecher	Nicole	21.02
Robinson	Jade	1678.95	Springer	Kyle	29.17
Rohland	Celena	1760.47	Sullivan	Todd	23.78
Scheuerman	Natosha	2109.89	Sykes	Rhonda	21.95
Schildroth	Debra	3331.63	Tice	Donald	29.32
Schmitz	Jamie	2375.87	Tjelmeland	Ronald	22.36
Schroeder	James	2473.04	Toot	David	31.82
Schultz	Kyle	2456.24	Van Sickle	Bre	17.18
Scott	Jeffrey	2472.24	Vawter	David	31.86
Sink	Brett	2067.64	Veeder	Patricia	16.24
Skelton	Zachary	2220.82	Vickers	Melinda	17.03
Slice	Thomas	1975.41	Wall	Scott	24.90
Smith	Teresa	2860.70	Warren	Kevin	17.76
Smith	Rebecca	1760.47	Webster	Mildred	16.03

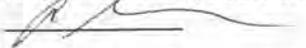
Smith	Loretta	2033.17	Wilson	Nicole	16.71
Sparks	Tyler	3009.07	Winchell	Kevin	22.36
Steinback	Barbara	3729.19	Worley	Melanie	17.13
Stoeffler	Randy	2223.22	Zandt	Emily	24.19
Stoll	Janet	2052.10	Zimmerman	Jeffrey	26.87

The following annual rates are effective July 1, 2017 and payable on July 14, 2017

Baldwin, Ardis	66,231.15
Cheek, James	66,231.15
Chitty, Martin	77,919.00
Erickson, Julie	59,997.63
Fitzgerald, Paul	129,625.00
Herridge, Stacie	77,919.00
Kendell, Gary	115,228.55
Martin, Lucinda	77,919.00
McDonald, Lori	66,231.15
Norris, Kevin	64,672.77
Olson, Lauris	77,919.00
Reynolds, Jessica	135,563.00
Sanders, Rick	77,919.00
Thomas, Barry	110,181.25
Twedt, Renee	77,919.00

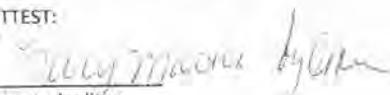
Moved by: Olson
 Seconded by: Chitty
 Voting aye: Olson, Chitty, Sanders
 Voting nay: None
 Absent: None

Adopted this 20th day of June, 2017



Chairperson, Board of Supervisors

ATTEST:


 County Auditor

Prepared by: Darren R. Moon, Story County Engineer's Office, 837 N Ave., Nevada, IA 50201 515-382-7355

TENANT AGREEMENT

PARCEL No: 10-11-300-305
PROJECT No: FM-C085(143)--55-85
ROAD No: 600th Ave.

THIS AGREEMENT made and entered into this 31 day of MAY, A.D. 20 17 by and between

DANNY HARRISON

Seller, and the Story County Secondary Roads Department, acting for the County of Story, Buyer.

1. SELLER AGREES to convey Seller's leasehold interest and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following (1/4 1/4 Sec./Twp./Rge.):
The East 12.00 feet of the West 45.00 feet of the Southwest Quarter of the Southwest Quarter of Section 11 Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa, EXCEPT as described as follows: Beginning at a point on the West line of the Southwest Quarter of Section 11, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa, distant North 291.2 feet from the Southwest Corner of said Section 11; thence North 368.8 feet along the West line of said Southwest Quarter; thence South 89°22' East 570 feet; thence South 456.8 feet to the North line of Relocated U.S. Highway 30; thence along said North line North 89°22' West 487.2 feet and thence North 42°58' West 121.5 feet to the point of beginning. Easement contains 0.68 acres of which 0.50 acres is existing R.O.W.

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

See attached graphical representation

Seller is tenant on the property of: CARL AND JAUNITA SWITZER

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

2. Possession of the premises is the essence of this agreement and Buyer may enter and assume full use and enjoyment of the premises per the terms of this agreement. Buyer may take immediate possession of premises upon the execution of the agreement by both Seller and Buyer.
3. Buyer agrees to pay and SELLER \$ 25.00 on or before 60 days after buyer approval. SELLER AGREES to surrender physical possession of the premises on or before SURRENDER OF POSSESSION BY OWNER. Buyer may include mortgages, lienholders, encumbrancers and taxing authorities as payees on warrants as agreement payment.
4. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 3 pages.
5. In the event that said premises is burdened by the lien of a mortgage, judgment or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such lien from said premises, and if necessary and proper, Sellers agree that any part of the sum owing to them under this agreement may be paid to the holder of such lien for such release.
6. Buyer agrees that any drain tile that is located within the premises and is damaged by highway construction shall be repaired at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to the Seller. Buyer shall have the right of entry upon Sellers remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property of maintaining the same to restrain livestock.
7. Buyer hereby gives notice of Seller's five-year right to re-negotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 472.52 of the Code of Iowa.
8. This written agreement constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.
9. Seller states and warrants that there is no burial site, known well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein except _____

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

x Danny Harrison

SELLER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 31 day of MAY, 20 17, before me, the undersigned, personally appeared

DANNY HARRISON

Known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Nancy R. Chaplin
Notary Public in and for the State of Iowa

BUYER'S APPROVAL

Darren Moon

6-7-17

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

(Date)

AK

6-20-17

Approved by: Chairperson, Story County Board of Supervisors

(Date)

"Exhibit A"

STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

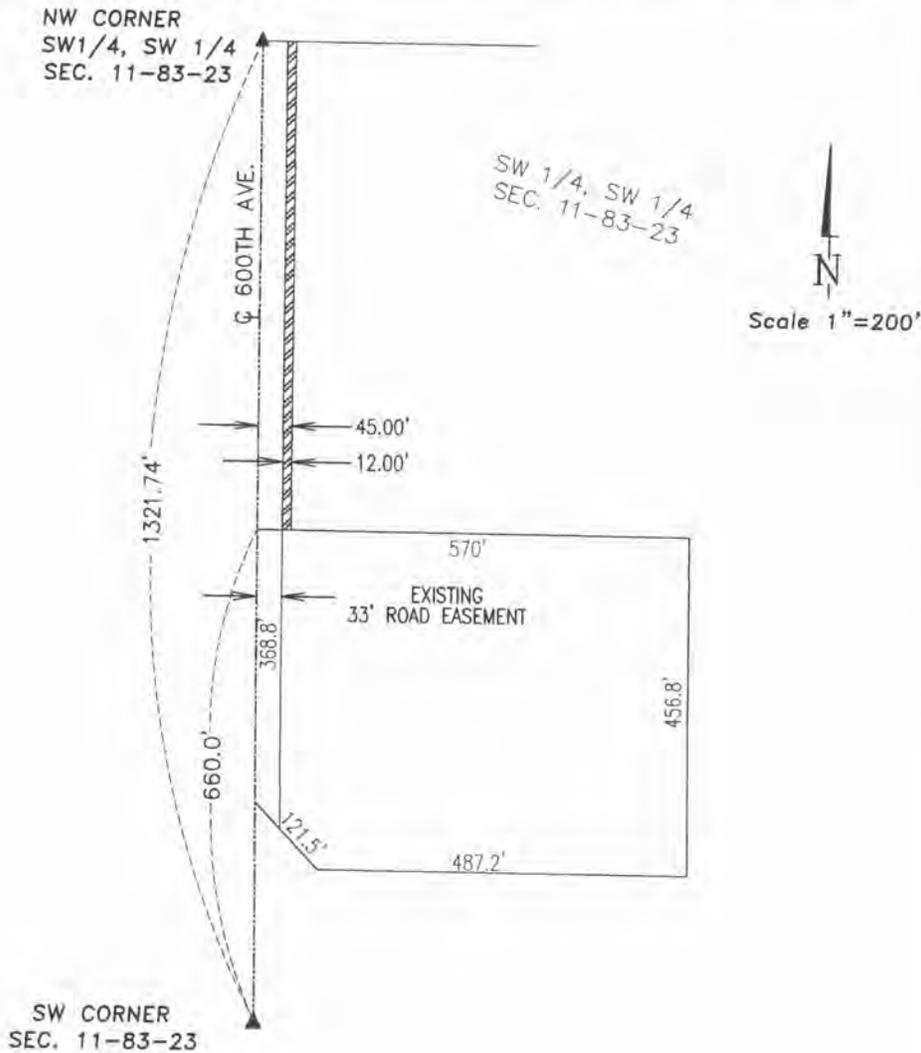
PROJECT NO. FM-C085(143)--55-85 PARCEL NO. 10-11-300-305

SECTION 11, TOWNSHIP 83N, RANGE 23W, OF THE 5TH P.M., STORY COUNTY, IOWA.

ACQUIRED FROM Carl Switzer Estate and Juanita Switzer Estate

EXISTING R.O.W. 0.50 ACRES NEW R.O.W. 0.18 ACRES TOTAL R.O.W. 0.68 ACRES

The East 12.00 feet of the West 45.00 feet of the Southwest Quarter of the Southwest Quarter of Section 11 Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa, EXCEPT as described as follows: Beginning at a point on the West line of the Southwest Quarter of Section 11, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa, distant North 291.2 feet from the Southwest Corner of said Section 11; thence North 368.8 feet along the West line of said Southwest Quarter; thence South 89°22' East 570 feet; thence South 456.8 feet to the North line of Relocated U.S. Highway 30; thence along said North line North 89°22' West 487.2 feet and thence North 42°58' West 121.5 feet to the point of beginning. Easement contains 0.68 acres of which 0.50 acres is existing R.O.W.



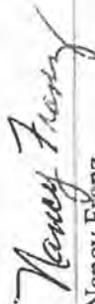
DATE DRAWN 05/31/16

CERTIFICATE OF APPOINTMENT OF RANGER

STATE OF IOWA, STORY COUNTY, ss.

I, Nancy Franz, chair, Story County Conservation Board, Ames, Iowa, do hereby constitute and appoint Daniel Jacob Simcox as park ranger and do hereby authorize and empower him to do and perform in my name as such, all acts and things that may lawfully be done by him as such park ranger.

Given under my hand this 8th day of May, A.D. 2017


Nancy Franz
Chair, Story County Conservation Board

STATE OF IOWA, STORY COUNTY, ss.

I, Daniel Jacob Simcox, having been appointed a park ranger for Story County Conservation Board, do solemnly swear that I will support, protect and defend the Constitution and Government of the United States and of the State of Iowa against all enemies, domestic or foreign; that I will bear true faith, loyalty and allegiance to the same; that I will faithfully and diligently discharge all of the duties of my superior officers; that I will conform to and enforce the laws of the State of Iowa, and the ordinances of the County of Story; that I will, in letter and spirit, support and obey the rules and regulations governing the Story County Conservation Board; that I will not be influenced in the discharge of my duty by fear, favor, reward or personal prejudice; that I will always conduct myself in such a manner as to reflect credit upon my fellow officers and the Story County Conservation Board; and in all acts and doings I will be conscious of the fact that I am in the service of the Story County Conservation Board and of my fellow man, so help me God.


Daniel Jacob Simcox

Subscribed and sworn to before me, this 8th day of May, A.D. 2017.

APPROVED

Notary

Board Member Initials: DS

Above appointment ~~approved~~ **denied** by the Story County Conservation Board this 8th day of May, A.D. 2017.

Follow-up action: _____


Nancy Franz, Chairperson

CERTIFICATE OF APPOINTMENT OF RANGER

STATE OF IOWA, STORY COUNTY, SS.

I, Nancy Franz, chair, Story County Conservation Board, Ames, Iowa, do hereby constitute and appoint Patrick John Shehan as park ranger and do hereby authorize and empower him to do and perform in my name as such, all acts and things that may lawfully be done by him as such park ranger.

Given under my hand this June day of June, A.D. 2017

Nancy Franz
Nancy Franz

Chair, Story County Conservation Board

STATE OF IOWA, STORY COUNTY, SS.

I, Patrick John Shehan, having been appointed a park ranger for Story County Conservation Board, do solemnly swear that I will support, protect and defend the Constitution and Government of the United States and of the State of Iowa against all enemies, domestic or foreign; that I will bear true faith, loyalty and allegiance to the same; that I will faithfully and diligently discharge all of the duties of my superior officers; that I will conform to and enforce the laws of the State of Iowa, and the ordinances of the County of Story; that I will, in letter and spirit, support and obey the rules and regulations governing the Story County Conservation Board; that I will not be influenced in the discharge of my duty by fear, favor, reward or personal prejudice; that I will always conduct myself in such a manner as to reflect credit upon my fellow officers and the Story County Conservation Board; and in all acts and doings I will be conscious of the fact that I am in the service of the Story County Conservation Board and of my fellow man, so help me God.

Patrick John Shehan
Patrick John Shehan

Subscribed and sworn to before me, this 12th day of June, A.D. 2017.

APPROVED

DENIED

Board Member Initials: AS

Meeting Date: 6-20-17

Above appointment approved by the Story County Conservation Board this 12th day of June A.D. 2017.

Shelene VandWeyer
Notary

Nancy Franz, Chairperson

IOWA DEPARTMENT OF NATURAL RESOURCES
CONTRACT NUMBER 17CRDLWMBALM-0011

Between

IOWA DEPARTMENT OF NATURAL RESOURCES

And

STORY COUNTY CONSERVATION BOARD

IN WITNESS THEREOF, the parties hereto have entered into this Cooperative Agreement on the day and year last specified below.

DEPARTMENT OF NATURAL RESOURCES

By: _____ Date: _____
Travis Baker, Bureau Chief

STORY COUNTY CONSERVATION BOARD

By: _____ Date: 6/12/17
Mike Cox, Director

<p>For DNR use only:</p> <ol style="list-style-type: none"> 1. Retain the original contract in the project file and send a hardcopy with the first invoice. 2. Email a copy to Christina liams at Christina.liams@dnr.iowa.gov <hr/> <p>If you do not have faxing or scanning/emailing capabilities, you may mail a copy of the contract to IA DNR, Wallace State Office Building, Attention: (your respective bureau's contract rep), 502 East 9th Street, Des Moines, IA 50319.</p>
--

APPROVED **DENIED**

Board Member Initials: TS

Meeting Date: 4-20-17

Follow-up action: _____

COOPERATIVE AGREEMENT - SPECIAL CONDITIONS

This Cooperative Agreement is entered into between the Iowa Department of Natural Resources (DNR) and Story County Conservation Board (Story CCB). The parties agree as follows:

Section 1 IDENTITY OF THE PARTIES

1.1 Parties. DNR is authorized to enter into this Contract. DNR's address is: Wallace State Office Building, 502 East 9th Street, Des Moines, Iowa 50319.

Story County Conservation Board, a county conservation board of Iowa is organized under the laws of the State of Iowa and is registered with the Iowa Secretary of State. The Story CCB's address is: 56461 180th St, Ames, IA 50010.

1.2 Project Managers. Each party has designated a Project Manager, who shall be responsible for oversight and negotiation of any contract modifications, as follows:

DNR Project Manager: George Scholten
Research Section Supervisor, Fisheries Bureau
Conservation and Recreation Division
502 E 9th St., Des Moines, IA 50319
Phone: 712-769-2587
Email: George.scholten@dnr.iowa.gov

Story CCB Project Manager: Mike Cox
Director, Story County Conservation Board
56461 180th Street, Ames, IA 50010
Phone: 515.232.2516
Email: mcox@storycountyiowa.gov

Section 2 STATEMENT OF PURPOSE

2.1 Statutory Authority. DNR enters into this Cooperative Agreement based on statutory authority provided in Iowa Code section 456A.33B Lake Restoration Program. If the statutory authority for this Cooperative Agreement is Iowa Code chapter 28E, then the parties shall comply with the provisions of Attachment 28E, which is attached to this Cooperative Agreement and by this reference made a part of this Cooperative Agreement.

2.2 Background. In the past, the Iowa DNR has collected information on lake use, particularly lake use at lakes undergoing restoration. Data collected are used to help understand the economic impact of a lake on the local community and the effects of a restoration project at a given lake. When coupled with water quality data (of importance to the CCB), the economic impact of improved water quality and recreational experiences can be analyzed and used to plan for future county and DNR efforts. The Creel survey at Hickory Grove Lake began in 2017 to collect data on angler and other recreational users' expenditures when visiting Hickory Grove Lake. Hickory Grove Lake is slated for restoration over the next several year, so collecting pre-restoration data is essential to the project.

2.3 Purpose. The DNR’s purpose in entering into this Cooperative Agreement is reimbursing the Story CCB for collecting creel survey data at Hickory Grove Lake. The CCB’s purpose in entering into this Cooperative Agreement is to hire a person to conduct a creel survey at Hickory Grove Lake to collect creel survey data to better understand the economic impact of the region’s lakes.

Section 3 DURATION OF COOPERATIVE AGREEMENT

3.1 Term of Cooperative Agreement. The term of this Cooperative Agreement shall be June 30, 2017 through October 31, 2017, unless terminated earlier in accordance with the Termination section of this Cooperative Agreement. However, this Cooperative Agreement shall not begin until it has been signed by both parties.

3.2 Approval of Cooperative Agreement. If the amount of compensation to be paid by DNR according to the terms of this Cooperative Agreement is equal to or greater than \$25,000.00, or if this Cooperative Agreement is entered into pursuant to Iowa Code chapter 28E, then performance shall not commence unless by June 30, 2017 this Cooperative Agreement has been approved by the Natural Resource Commission. If this Cooperative Agreement is entered into pursuant to Iowa Code chapter 28E, then this Cooperative Agreement shall be approved by the governing body of Story CCB prior to commencement of performance.

Section 4 DEFINITIONS

“Contractor” shall mean Story County Conservation Board (Story CCB).

“Deliverables” shall mean services to be provided by, or on behalf of, the Contractor pursuant to this Cooperative Agreement. Deliverables shall include everything produced by the Story CCB that is related to the Tasks, such as reports, meetings, documentation, designs, copy, artwork, data, information, graphics, images, processes, techniques, materials, plans, papers, forms, studies, modifications, content, concepts, and all other tangible and intangible works, materials and property of every kind and nature that are related to the Deliverables.

“Task Milestone Date” shall mean a deadline for accomplishing a Task required by this Cooperative Agreement.

Section 5 STATEMENT OF WORK – RESPONSIBILITIES OF THE PARTIES

5.1 The responsibilities of Story CCB shall be to perform the following tasks by the Task Milestone Dates set out in the following table:

Obligation	Task Milestone Date
<p>Task 1: Creel Survey Data Description: Story CCB shall hire a temporary employee to administer a creel survey at Hickory Grove Lake, located in Story County, Iowa, using DNR survey methods and equipment (see Exhibit A) and provide the data collected from the surveys and interviews to the DNR in a DNR-approved format.</p>	<p>No later than October 31, 2017</p>

5.2 The responsibilities of DNR shall be to perform the following tasks by the Task Milestone Dates set out in the following table:

Obligation	Task Milestone Date
<p>Task 1: Creel Survey Data Description: DNR shall reimburse the Story CCB for creel data collected by CCB. DNR shall provide a database where creel data collected can be stored permanently. DNR shall provide all needed equipment to administer the survey. DNR shall store data collected through the creel survey in the creel survey database and shall share data and reports using creel data with the Story CCB at the completion of the project.</p>	<p>No later than October 31, 2017</p>

Section 6 MONITORING AND REVIEW

6.1 **Task Milestone Dates.** The parties agree to complete their respective obligations under this Cooperative Agreement by the Task Milestone Dates set out in Section 5.1.

Failure by either party to complete the above-designated portions of its obligations by the Task Milestone Dates set out herein shall constitute material breach of this Cooperative Agreement and shall be grounds for the other party to immediately terminate this Cooperative Agreement for cause.

6.2 **Review Meetings.** Commencing with beginning performance of this Cooperative Agreement, the Project Managers shall meet monthly to discuss progress made during the performance of this Cooperative Agreement. The meetings shall occur, either in person or by telephone conference call, at the following times: the first Monday of each month at 9AM Meetings may be postponed only on a case-by-case basis by mutual written agreement of the parties.

6.3 **Status Reports.** Prior to each review meeting, each Project Manager shall provide a status report listing:

- Accomplishments during the previous period,
- Activities planned for the upcoming period,
- Tasks completed or Deliverables produced during the previous period,
- An updated schedule of upcoming Deliverables,
- Any problems or concerns encountered since the last meeting.

At the next scheduled meeting after which any party has identified in writing a problem, the party responsible for resolving the problem shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that shall facilitate problem resolution.

6.4 **DNR right to review and observe.** Each party shall have the right to review and observe, at any time, completed work or work in progress. Each party agrees to provide access, upon request and

without cost to the other party, to inspect its facilities and books and records relating to invoicing and time records for the purpose of monitoring and evaluating performance of this Cooperative Agreement.

Section 7 COMPENSATION

7.1 Sources of Funding. DNR's source of funding for this Cooperative Agreement is IA Code 456A.33B Lake Restoration.

7.2 Not-to-exceed total amount of Cooperative Agreement. Payment by DNR for work performed according to the terms of this Cooperative Agreement shall not exceed \$3000.00. Payment by Story CCB for work performed according to the terms of this Cooperative Agreement shall not exceed \$3000.00. Payment shall be for satisfactory completion of the Statement of Work outlined in this Cooperative Agreement, provided that the parties have complied with the terms of this Cooperative Agreement.

7.3 Budget. The budget for this Cooperative Agreement shall be as follows:

Story CCB Contribution

Total amount of Story CCB monetary contribution	Not to exceed \$3000.00*
Total amount of Story CCB in-kind contribution	\$0.00
Total amount of Story CCB contribution	Not to exceed \$3000.00

*Invoices shall be based on a 50/50 cost share between the DNR and the Story CCB

DNR Contribution

Total amount of DNR monetary contribution	Not to exceed \$3,000.00*
Total amount of DNR in-kind contribution	(amount or description of in-kind contribution)
Total amount of DNR contribution	Not to exceed \$3000.00

*Invoices shall be based on a 50/50 cost share between the DNR and the Story CCB

7.4 Submission of Invoices

For work performed by Story CCB, invoices shall be submitted to DNR according to the following schedule:

<u>Task Milestone Date</u>	<u>Amount Due</u>	<u>Invoice Due No Later Than:</u>
Task 1 : July Creel Survey Data	Not to exceed \$750.00	July 31, 2017
Task 1: August Creel Survey Data	Not to exceed \$750.00	August 31, 2017
Task 1 : September Creel Survey Data	Not to exceed \$750.00	September 30, 2017
Task 1 : October Creel Survey Data	Not to exceed \$750.00	October 31, 2017

The invoices shall itemize the work performed pursuant to the Cooperative Agreement. Each invoice shall comply with all applicable rules concerning payment of such claims and shall contain appropriate documentation necessary to support the fees or charges included in the invoice. The party receiving the invoice shall have the right to dispute any invoice item submitted for payment and to withhold payment

of any disputed amount if that party reasonably believes the invoice is inaccurate or incorrect in any way.

Original invoices to DNR shall be submitted to:

Michelle Balmer
Iowa Department of Natural Resources
502 E 9th Street
Des Moines, IA 50319
Michelle.balmer@dnr.iowa.gov
515.725.8448

7.5 Payment of Invoices. DNR shall pay approved invoices in arrears and in conformance with Iowa Code section 8A.514. If the other party is subject to the provisions of Iowa Code section 8A.514, then the other party shall pay approved invoices in arrears and in conformance with Iowa Code section 8A.514. Unless otherwise agreed to in writing by the parties, neither party shall be entitled to receive any other payment or compensation for any services provided under this Cooperative Agreement.

7.6 No advance payment. No advance payments shall be made for any Deliverables provided by Story CCB pursuant to this Cooperative Agreement.

7.7 Delay of Payment. If either party determines that the other party has failed to perform or deliver any Deliverable required by this Cooperative Agreement, then compensation may be withheld until such Deliverable is performed or delivered according to the terms of this Cooperative Agreement.

**COOPERATIVE AGREEMENT
GENERAL CONDITIONS WHEN OTHER PARTY IS A GOVERNMENTAL ENTITY**

Section 1 COMPLIANCE WITH THE LAW

The parties shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as suppliers. The parties, and their employees and agents shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract. The parties represents that they will comply with all federal, state, foreign and local laws applicable to their performance under this Contract.

Section 2 TERMINATION

2.1 Termination Due to Lack of Funds or Change in Law. DNR shall have the right to terminate this Contract without penalty by giving sixty (60) days written notice to the Contractor as a result of any of the following:

2.1.1 The legislature or governor fail in the sole opinion of DNR to appropriate funds sufficient to allow DNR to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or if funds anticipated for the continued fulfillment of the Contract are, at any time, not forthcoming or are insufficient, either through the failure of DNR to appropriate funds or funding from a federal source is reduced or discontinued for any reason, or through discontinuance or material alteration of the program for which funds were provided; or

2.1.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by DNR to make any payment hereunder are insufficient or unavailable for any other reason as determined by DNR in its sole discretion; or

2.1.3 If DNR's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or

2.1.4 If DNR's duties, programs or responsibilities are modified or materially altered;

or

2.1.5 If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects DNR's ability to fulfill any of its obligations under this Contract.

2.2 Immediate Termination by DNR. DNR may terminate this Contract for any of the following reasons effective immediately without advance notice and without penalty:

2.2.1 In the event the Contractor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

2.2.2 DNR determines that the actions, or failure to act, of the Contractor, and its agents and employees have caused, or reasonably could cause, any person's life, health or safety to be jeopardized;

2.2.3 The Contractor fails to comply with confidentiality laws or provisions;

2.2.4 The Contractor furnished any statement, representation or certification in connection with this Contract or the RFP which is materially false, deceptive, incorrect or incomplete.

2.3 Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for DNR to declare the Contractor in default of its obligations under this Contract.

2.3.1 The Contractor fails to perform, to DNR's satisfaction, any material requirement of this Contract or is in violation of a material provision of this Contract, including, but without limitation, the express warranties made by the Contractor;

2.3.2 DNR determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur;

2.3.3 The Contractor fails to make substantial and timely progress toward performance of the Contract;

2.3.4 The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or DNR reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

2.3.5 The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract;

2.3.6 The Contractor has engaged in conduct that has or may expose the State or DNR to liability, as determined in DNR's sole discretion;

2.3.7 The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or the Contractor has misappropriated a trade secret, or

2.3.8 Contractor fails to comply with any of the Task Milestone dates contained in this Contract.

2.4 Notice of Default. If there is a default event caused by the Contractor, DNR shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in DNR's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, DNR may either:

2.4.1 Immediately terminate the Contract without additional written notice; or,

2.4.2 Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

2.5 Termination upon Notice. Following thirty (30) days written notice, DNR may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to DNR up to and including the date of termination.

2.6 Remedies of the Contractor in Event of Termination by DNR. In the event of termination of this Contract for any reason by DNR, DNR shall pay only those amounts, if any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Contract and for which DNR is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to DNR under this Contract in the event of termination. However, DNR shall not be liable for any of the following costs:

2.6.1 The payment of unemployment compensation to the Contractor's employees;

2.6.2 The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;

2.6.3 Any costs incurred by the Contractor, including, but not limited to, startup costs, overhead or other costs not directly associated with the performance of the Contract;

2.6.4 Any taxes that may be owed by the Contractor not directly in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

2.7 The Contractor's Termination Duties. The Contractor upon receipt of notice of termination or upon request of DNR, shall:

2.7.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, and conclusions resulting there from, or any other matters DNR may require.

2.7.2 Immediately cease using and return to DNR any personal property or materials, whether tangible or intangible, provided by DNR to the Contractor.

2.7.3 Comply with DNR's instructions for the timely transfer of any active files and work product produced by the Contractor under this Contract.

2.7.4 Cooperate in good faith with DNR, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor.

2.7.5 Immediately return to DNR any payments made by DNR for services that were not rendered by the Contractor.

2.8 Rights in incomplete products. In the event the Contract is terminated, all finished or unfinished documents, data, reports, or other materials prepared by the Contractor under this Contract shall, at the option of DNR, become DNR's property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other material.

Section 3 INDEPENDENT CONTRACTOR

The status of the Contractor shall be that of an independent contractor. The Contractor, and its employees and agents performing under this Contract are not employees or agents of the DNR. Neither the Contractor nor its employees shall be considered employees of DNR for federal or state tax purposes. DNR will not withhold taxes on behalf of the Contractor. Contractor shall be responsible for payment of all taxes in connection with any income earned from performing this Contract.

Section 4 CONFLICT OF INTEREST

The parties agree that they will comply with the provisions of the Iowa Code with respect to Conflicts of Interest.

Section 5 AMENDMENTS

This Contract may be amended only by written mutual consent of the parties.

Section 6 CHOICE OF LAW AND FORUM

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. If applicable, the parties shall comply with the provisions of Iowa Code section 679A.19 regarding disputes between government agencies of the State of Iowa. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. No provision of this Contract shall be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to DNR, Contractor, or the State of Iowa

Section 7 SEVERABILITY

If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

Section 8 ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and the parties acknowledge that they are entering into the Contract solely on the basis of the terms and conditions herein contained and not in reliance upon any representation, statement, inducement or promise, whether oral or written, not contained herein. This Contract supersedes all prior contracts and agreements between the parties for the services provided in connection with this Contract.

Section 9 ASSIGNMENT AND DELEGATION

This Contract may not be assigned, transferred or conveyed, in whole or in part, without the prior written consent of the other party. For the purpose of construing this provision, a transfer of a controlling interest in the Contractor shall be considered an assignment.

Section 10 CONFIDENTIALITY

The parties agree to comply with applicable Iowa law regarding confidentiality.

Section 11 WAIVER

Except as specifically provided for in a waiver signed by duly authorized representatives of the parties, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

Section 12 CUMULATIVE RIGHTS

The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

Section 13 TIME IS OF THE ESSENCE

Time is of the essence with respect to the performance of the terms of this Contract.

Section 14 RECORD RETENTION AND ACCESS

The parties shall maintain books, records and documents according to their respective law with regard to records retention. All parties shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records.

Section 15 OBLIGATIONS BEYOND CONTRACT TERM

This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of DNR and the Contractor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.

Section 16 SUPERCEDES FORMER CONTRACTS OR AGREEMENTS

Unless this Contract is an amendment to a Contract entered into between the parties and is designated as such, then this Contract supersedes all prior contracts or agreements between the parties for the services provided in connection with this Contract.

Section 17 USE OF THIRD PARTIES AND SUBCONTRACTORS

Contractor may not contract with third parties for the performance of any of Contractor's obligations under this Contract, unless and then only to the extent that the Special Conditions of this Contract specify otherwise. If the Special Conditions provide for a subcontractor or subcontractors, then the following conditions shall apply:

17.1 All subcontracts shall be subject to prior approval by the DNR. The DNR's consent shall not be deemed in any way to provide for the incurrence of any obligation of DNR in addition to the remuneration agreed upon in this Contract. Any subcontract to which DNR has consented shall be in writing and shall in no way alter the terms and conditions of this Contract.

17.2 The Contractor may enter into subcontracts to complete the work required by this Contract provided that the Contractor remains responsible for all services performed under this Contract. No subcontract or delegation of work shall relieve or discharge the Contractor from any obligation, provision, or liability under this Contract. The Contractor shall remain responsible for such performance and shall be fully responsible and liable for all acts or omissions of any subcontractor.

17.3 All restrictions, obligations and responsibilities of the Contractor under this Contract also shall apply to the subcontractors.

17.4 DNR shall have the right to request the removal of a subcontractor from the Contract for good cause. The Contractor shall indemnify, defend and hold harmless DNR and the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's breach of any subcontract in which it enters, including Contractor's failure to pay any and all amounts due by Contractor to any subcontractor.

17.5 Each subcontract shall contain provisions for DNR access to the subcontractor's books, documents, and records and for inspections of work, as required of Contractor herein.

17.6 Any action of a subcontractor, which, if done by Contractor, would constitute a breach of this Contract, shall be deemed a breach by Contractor and have the same legal effect.

17.7 If delay results from a subcontractor's conduct, from the Contractor's negligence or fault, or from circumstances which by the exercise of reasonable diligence the Contractor should have been able to anticipate or prevent, then the Contractor shall be in default.

17.8 If the Contract is subject to the provisions of Iowa Code chapter 8F, then the Contractor shall comply with Iowa Code chapter 8F with respect to any subcontract Contractor enters into pursuant to this Contract. Any compliance documentation, including but not limited to certification, received from any subcontractor shall be forwarded to DNR immediately.

Section 18 SELF-INSURANCE BY THE STATE OF IOWA

Pursuant to Iowa Code chapter 669, DNR and the State of Iowa are self-insured against all risks and hazards related to this Contract. No separate fund has been established to provide self-insurance, and the State of Iowa is not obligated to establish any such fund during the term of this Contract.

Section 19 IMMUNITY FROM LIABILITY

Every person who is a party to the Contract is hereby notified and agrees that the State, DNR, and all of their employees, agents, successors, and assigns are immune from liability and suit for Contractor's and subcontractors' activities involving third parties arising from the Contract.

Section 20 NON-SUPPLANTING REQUIREMENT

To the extent required by federal or state law, federal and state funds made available under this Contract shall be used to supplement and increase the level of state, local, and other non-federal funds that would in the absence of such federal and state funds be made available for the programs and activities for which funds are provided and will in no event take the place of state, local, and other non-federal funds.

Section 21 CERTIFICATION REGARDING SALES AND USE TAX

By executing this Contract, the Contractor certifies that it is either (a) registered with the Iowa Department of Revenue, collects and remits sales and use taxes as required by Iowa Code chapter 432; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code section 423.1. The Contractor also acknowledges that the DNR may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the DNR or its representatives filing action for damages for breach of contract.

Section 22 TAXES

The State of Iowa is exempt from federal excise tax, and no payment will be made for any taxes levied on Contractor's employees' wages. The State of Iowa is exempt from state and local sales and use taxes on the Deliverables.

Section 23 EQUAL EMPLOYMENT PROVISIONS

The Contractor has read and understands the provisions in Attachment A, Equal Employment Opportunity, attached hereto and made part of this Contract by this reference, and the Contractor agrees to conform to the requirements contained therein.

Section 24 FEDERALLY-FUNDED AGREEMENTS

If this Contract is funded by federal monies, then the Contractor has read and understands the provisions of Attachment B, Additional Requirements for Federally-Funded Agreements, attached hereto and made part of this Contract by this reference, and the Contractor agrees to conform to the requirements contained therein.

Section 25 INFORMATION TECHNOLOGY SECURITY

The Contractor and all Contractor personnel shall comply with Iowa information technology security statutes, rules and policies. By signing this contract, the Contractor acknowledges that the Contractor has read and understands the provisions of the information technology security policies adopted by the Iowa Department of Administrative Services (DAS) and DNR in effect on the date of signing. These policies are located on the respective agency websites at www.iowadnr.gov and <http://das.iowa.gov/index.html>. The Contractor further agrees to read and abide by any revised DAS and DNR policies, posted on the respective agency websites that come into effect during the term of this Contract.

Attachment A
Equal Employment Opportunity.

The Contractor agrees to the following:

A.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, national origin, age, gender identity, gender orientation, pregnancy, family status, marital status or mental or physical disability. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated, during employment, without regard to their race, creed, color, religion, sex, national origin, age, gender identity, gender orientation, pregnancy, family status, marital status or mental or physical disability except where mental or physical disability relates to a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor's business. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post notices, setting forth provisions of this nondiscrimination clause, in conspicuous places available to employees and applicants for employment.

A.2 The Contractor shall in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, religion, sex, national origin, age, gender identity, gender orientation, pregnancy, family status, marital status or mental or physical disability except where mental or physical disability is a bona fide occupation qualification reasonably necessary to the normal operation of the Contractor's business.

A.3 The Contractor shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965, as amended, Iowa Executive Order 15 or 1973, Chapter 19B, Code of Iowa, Federal Executive Order 11246 of 1965, as amended by Federal Executive Order 11376 of 1967, and Title VI of the Civil Rights Act of 1964, as amended. The Contractor shall furnish all information and reports requested by the state of Iowa or required by, or pursuant to, the rules and regulations thereof and shall permit access to payroll and employment records by the state of Iowa for purposes of investigation to ascertain compliance with such rules, regulations or requests, or with this nondiscrimination clause.

A.4 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations or requests, this Contract may be canceled, terminated or suspended in whole or in part. In addition, the state of Iowa may take such further action, and such other sanctions may be imposed and remedies invoked, as provided by the Iowa Civil Rights Act of 1965, as amended, Chapter 216, Code of Iowa, or as otherwise provided by law.

A.5 The Contractor shall include the provisions of paragraphs A.1 through A.4 hereof in every subcontract, unless specifically exempted by approval of the state of Iowa, so that such provisions shall be binding on each subcontract. The Contractor shall take such action with respect to any subcontract as the state of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the state of Iowa, the Contractor may request the state of Iowa to enter into such litigation to protect the interests of the state of Iowa.

A.6 In accordance with the provisions of 541 Iowa Administrative Code chapter 4:

- The Contractor or subcontractor is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the department of management, which pertain to equal employment opportunity and affirmative action.
- The Contractor or subcontractor may be required to have on file a copy of the affirmative action program, containing goals and time specifications. These contractual provisions shall be fully enforced. Any breach of them shall be regarded as a material breach of the Contract.
- Compliance with the provisions of Iowa Code section 19B.7 and all applicable rules of the department of management prior to the execution of the Contract shall be a condition of the Contract binding upon the Contractor or service provider, its successors, and assignees.
- Failure to fulfill the nondiscrimination requirements of this Contract or any of the rules and orders may cause the Contract to be canceled, terminated, or suspended in whole or in part, and the Contractor or service provider may be declared ineligible for future state contracts in accordance with authorized procedure or the Contractor may be subject to other sanctions as provided by law or rule.
- The Contractor may be required to submit to the department of management or the DNR a copy of its affirmative action plan containing goals and time specifications.
- The Contractor shall be able to demonstrate to the satisfaction of the department of management or the DNR that its affirmative action program is productive.
- The Contractor may be required to submit reports as requested by the department of management. The department of management may request other relevant information from a contractor at any time.
- The department of management may undertake a compliance review of the Contractor, and the department of management may take action, as appropriate, to seek to terminate contracts or funding found to be in violation of the rules.

Attachment B
Additional Requirements for Federally-funded Agreements

B.1 Suspension and Debarment. The Contractor certifies pursuant to 31 CFR Part 19 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency.

B.2 Lobbying Restrictions. The Contractor shall comply with all certification and disclosure requirements prescribed by 31 U.S.C. Section 1352 and any implementing regulations and shall be responsible for ensuring that any subcontractor fully complies with all certification and disclosure requirements.

B.3 Pro-Children Act of 1994. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. Federal programs include grants, cooperative agreements, loans or loan guarantees and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party. The Contractor certifies that it will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

B.4 Certified Audits. Local governments and non-profit subrecipient entities that expend \$500,000 or more in a year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of OMB Circular A-133 "Audit of States, Local Governments, and Non-Profit Organizations." A copy of the final audit report shall be submitted to DNR if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by DNR. If an audit report is not required to be submitted per the criteria above, the subrecipient must provide written notification to DNR that the audit was conducted in accordance with Government Auditing Standards and that neither the schedule of findings and questioned costs nor the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the DNR. See A-133 Section 21 for a discussion of subrecipient versus vendor relationships.

B.5 Drug Free Work Place. The Contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations.



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

Memorandum

To: Story County Board of Supervisors

From: Michael D. Cox, Director 

Date: June 20, 2017

Re: Consideration of Creel Clerk funding for Hickory Grove Lake

In 2016, SCC began a creel survey at Hickory Grove Lake. The project was funded by the Iowa Department of Natural Resources (50 percent) and an AmeriCorps program (50 percent). The DNR lost its AmeriCorps funding as of July 1, 2017.

The DNR is willing to continue to fund 50 percent of the position and is requesting that Story County fund the other 50 percent. SCC's share for July-October would be \$750/month—a total of \$3,000. The DNR is currently under a hiring freeze and is unable to employ the clerk; however, they are able to reimburse SCC for their 50 percent share of the position. If approved, Story County Conservation would enter into a contract agreement with the creel clerk beginning July 1, 2017 @ \$1,500/month. The DNR will reimburse SCC at a rate of \$750/month.

At their June 12, 2017 meeting, the Conservation Board passed a motion recommending approval by the Story County Board of Supervisors.



TERMS AND CONDITIONS OF SOFTWARE LICENSE

These Terms and Conditions of Software License form a legally binding contract and agreement (the "Agreement") between **EasyVote Solutions, LLC ("EasyVote")** and **Story County, Iowa Auditor** (as applicable, the "Licensee") that places an order for, or signs a written contract to obtain a license for, the Licensed Software, as more particularly described below.

Background

This Agreement is effective as of the date (the "Effective Date") on which either (a) EasyVote and Licensee sign a written contract that incorporates this Agreement by reference (if applicable, a "Written Order"), or (b) Licensee or one of its agents clicks on the "Accept" button on a web page owned or controlled by EasyVote (if applicable, an "Online Order"), indicating Licensee's intention to accept and agree to this Agreement in order to obtain certain license rights to use the Licensed Software (defined below). Each of EasyVote and Licensee are hereinafter referred to as a "Party" or collectively as the "Parties". The Written Order or the Online Order applicable to Licensee's use of the Licensed Software, as the case may be, is referred to as the "Order".

NOW, THEREFORE, in consideration of the parties' mutual rights and responsibilities, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. LICENSED SOFTWARE

1.1. EasyVote hereby grants to Licensee, subject to the terms of this Agreement and the payment of any fees required by this Agreement or the Order, a non-exclusive, right and license to access, execute, install, load, host, store, and use the Licensed Software in accordance with the user manuals, training materials, and other documentation or materials provided by EasyVote for use with the Licensed Software (collectively, the "Documentation") for the purpose of managing voting procedures and operations for the jurisdiction or jurisdictions indicated in the Order (as applicable, the "Jurisdiction").

1.2. Licensee may not (a) sell, rent, or sub-license the Licensed Software, (b) use the Licensed Software in the operation of a service bureau or time-sharing arrangement, or otherwise redistribute the Licensed Software to any other person or entity, (c) remove or alter any copyright or trademark notices on the Licensed Software or the Documentation, (d) use, maintain, store, copy or access the Licensed Software for the benefit of any jurisdiction or voting precinct other than the Jurisdiction, or (e) reverse engineer, decompile, or disassemble the executable form of the Licensed Software.

1.3. All right, title, and interest in and to the EasyVote Materials (hereinafter defined) is and shall be solely owned by EasyVote. Licensee shall take any actions reasonably requested by EasyVote to perfect and protect EasyVote's right, title, and interest acknowledged and agreed to in this Section. For purposes of this Agreement, "EasyVote Materials" consists of (i) the Licensed Software, the source materials for the Licensed Software and all algorithms, architecture, documentation, know-how, methods, procedures, processes, trade secrets, workflow, and other



intellectual property acquired, created, or otherwise owned by EasyVote; (ii) the Documentation and all other intellectual property of EasyVote throughout the world; (iii) any derivative works, improvements, enhancements, or extensions of any of the foregoing.

1.4. EasyVote will provide online, email or telephonic support for the Licensed Software as set forth in EasyVote's Documentation from time to time. Unless otherwise specified in an Order, such support is at no additional charge and EasyVote makes no warranties or promises regarding such support.

2. COMPENSATION

2.1. *COMPENSATION.* Licensee will pay EasyVote as provided in the Order.

2.2. *LATE PAYMENTS.* Unless otherwise provided in the Order, amounts due under the Order are due within thirty (30) days of the date of invoice. Amounts not paid when due will bear interest at the rate of 1.5% per month (or the highest rate of interest permitted by law, whichever is lower). If any check provided by Licensee is dishonored for "insufficient funds" Licensee will pay EasyVote an NSF fee of \$35.

3. TERM AND TERMINATION

3.1. *TERM.* The Licensee's license to use the Licensed Software will commence on the Effective Date and continue indefinitely until this Agreement is terminated by either Party.

3.2. *TERMINATION.* Neither party may terminate this Agreement except in one of the following ways:

i. *Termination for Cause.* Either party may terminate this Agreement immediately if the other party:

- a. voluntarily files a petition for bankruptcy or is the subject of an involuntary petition for bankruptcy that is not stayed or dismissed within thirty (30) days after filing;
- b. makes an assignment for the benefit of creditors;
- c. has a receiver imposed or appointed over all or substantially all of its assets, which appointment is not stayed or dismissed within thirty (30) days;
- d. assigns or transfers, either voluntarily or by operation of law, any or all of its rights or obligations under this Agreement without having obtained the prior written consent of the other Party; or
- e. breaches a material provision of this Agreement and fails to cure the breach within thirty (30) days' notice thereof from the non-breaching Party.

ii. *Termination Not for Cause.* Either Party may terminate this Agreement if the other Party is not in breach of this Agreement by providing the other Party with written notice thereof at least sixty (60) days before the effective date of termination.

3.3. *EFFECT OF TERMINATION.* Upon termination of this Agreement for any cause or reason whatsoever, neither Party shall have any further rights or obligations under this Agreement, except as expressly set forth herein. The provisions of Sections 1.2, 1.3 and 2 through



7 of this Agreement shall survive the expiration or termination of this Agreement for any cause or reason whatsoever, and, notwithstanding the expiration or termination of this Agreement, the Parties shall each remain liable to the other for any indebtedness or other liability arising under this Agreement. Upon termination, service fees will be prorated base upon actual use through termination date.

4. CONFIDENTIALITY AND NON-DISCLOSURE

4.1. Each Party (as applicable, the "Recipient") agrees to keep confidential, not disclose to any third party, and not use for any purpose not permitted by this Agreement, any Confidential Information it receives from the other Party (as applicable, the "Discloser"). "Confidential Information" means, with respect to the Discloser, any information relating to (a) the business, operations, products, systems, or services of the Discloser that are not publicly known, (b) any trade secrets of the Discloser (as that term is defined by applicable law), and (c) any other information or data that is either (i) reduced to writing and marked with the legend "confidential" or "proprietary" or with words of like import or (ii) if communicated orally, is identified by the speak as being "confidential" or "proprietary" or with words of like import (provided, however, that in the case of any such oral disclosure the Discloser shall, within thirty days after such disclosure, provide written confirmation to the Recipient of the confidential nature thereof).

4.2. A Recipient shall not be obligated to keep confidential or refrain from using information that (i) is or becomes publicly available by other than a breach of this Agreement; (ii) is known to or in the possession of the Recipient at the time of disclosure; (iii) thereafter becomes known to or comes into possession of the Recipient from a third party that the Recipient reasonably believes is not under any obligation of confidentiality to the Discloser and is lawfully in the possession of such information; (iv) is developed by the Recipient independently of any disclosures previously made by the Discloser to the Recipient; or (v) is disclosed by the Recipient in connection with any claim or counterclaim asserted against Recipient in an arbitration or legal proceed (provided, however, that in any such case the Recipient shall give the Discloser prior notice of its intended use of such Confidential Information and will cooperate with Discloser's efforts to obtain a protective order or other similar assurance of confidential treatment from the court or arbitrator). It shall not be a violation of this Section for Recipient to disclose Confidential Information to the extent it is required to be disclosed by any law, subpoena or order of a court of competent jurisdiction, administrative agency or governmental body, or other legal process, or by law, rule or regulation, or by applicable regulatory or professional standards. Prior to such compulsory disclosure, however, the Recipient must give reasonable advance notice to the Disclosing Party of such order and an opportunity to object.

4.3. Each party shall carry out its respective obligations using the same degree of care that it uses in protecting its own Confidential Information, but at least a reasonable degree of care. Provided that the Recipient has met the foregoing standard of care, the Recipient shall not be liable or responsible for any inadvertent or accidental disclosure of Confidential Information.

4.4. Each party agrees that it will not provide any subcontractor or other third party with access to the Confidential Information of the other, unless the subcontractor or third party has agreed to be bound by similar confidentiality and nondisclosure obligations in favor of the Disclosing Party.



4.5. Upon the expiration or termination of this Agreement, the Recipient shall return to the Disclosing Party or certify in writing that it has destroyed or deleted all Confidential Information.

5. INSURANCE; LIABILITY

5.1. *INSURANCE.* Each party will purchase and maintain during the term of this Agreement property and casualty insurance that is reasonable and commercially reasonable in light of such party's business, assets, operations and reasonably anticipated risks.

5.2. *LIMITATION OF LIABILITY.* **Notwithstanding any other provision of this Agreement or the foreseeability of any damages or losses, neither Party shall be liable for any indirect, incidental, special, punitive, or consequential damages, or any loss of profits, revenue, data, or data use in connection with this Agreement or any action or inaction relating hereto.**

5.3. *LIABILITY CAP.* **Notwithstanding any other provision of this Agreement, in no event will EasyVote be liable to Licensee, whether for money damages, any claim for indemnification, or any action sounding in breach of contract, breach of warranty, tort or any other cause of action, in connection with the Licensed Software or otherwise relating in any manner to this Agreement, the transactions or activities contemplated by this Agreement, or any other matter or circumstance relating to the subject matter of this Agreement, for an amount in excess of the fees actually paid by Licensee to EasyVote pursuant to this Agreement during the twelve (12) month period immediately preceding the date on which EasyVote's liability is alleged to have arisen.**

6. LIMITED WARRANTY

6.1. *LIMITED WARRANTY.* EasyVote represents and warrants that the Licensed Software will substantially conform to the published specifications for the Licensed Software as provided in the Documentation for ninety (90) days after the Effective Date. Licensee's sole and exclusive remedy, and EasyVote's sole obligation, for breach of the foregoing warranties shall be for EasyVote, at its option, to correct, repair or replace the copy of the Licensed Software.

6.2. *WARRANTY EXCLUSIONS.* The warranties provided in this Section will not apply to (i) Licensed Software that is modified by Licensee or its employees or agents (other than a modification authorized or approved by EasyVote), (ii) Licensed Software that is damaged after acceptance by Licensee by any cause other than a failure that results from a breach of warranty by EasyVote, (iii) Licensed Software that is damaged after acceptance by Licensee, (iv) Licensed Software that is damaged after acceptance by Licensee by abuse, misuse, operation other than in accordance with applicable documentation or through Licensee's failure to perform routine or required maintenance, or (v) any failure of the Licensed Software to be compatible with any other systems or operating environment.

6.3. *DISCLAIMER.* **EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION, EASYVOTE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE LICENSED SOFTWARE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT OF THIRD-PARTY RIGHTS,**



AND EASYVOTE HEREBY EXPRESSLY DISCLAIMS THE SAME. WITHOUT LIMITING THE FOREGOING, ANY THIRD-PARTY SOFTWARE PROVIDED TO LICENSEE IS PROVIDED "AS IS" WITHOUT ANY CONDITION OR WARRANTY WHATSOEVER. EASYVOTE DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL BE ERROR-FREE. EASYVOTE CANNOT GUARANTEE THE INTEGRITY OF DATA, INFORMATION OR CONTENT STORED OR TRANSMITTED VIA THE INTERNET. EASYVOTE WILL NOT BE LIABLE FOR ANY UNAUTHORIZED ACCESS TO, OR ANY CORRUPTION, ERASURE, THEFT, DESTRUCTION, ALTERATION OR INADVERTENT DISCLOSURE OF, DATA, INFORMATION OR CONTENT TRANSMITTED, RECEIVED OR STORED ON ANY LICENSEE SYSTEM.

7. GENERAL

7.1. *AMENDMENT.* The Agreement may only be amended, supplemented, modified, or canceled by a written instrument signed by both Parties.

7.2. *ASSIGNMENT.* Neither Licensee nor EasyVote may assign, sublet, or transfer any rights under or interest (including, but without limitation, monies that are due or may become due) under the Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Agreement.

7.3. *CONTROLLING LAW.* This Agreement will be governed and construed in accordance with the laws of the State of Iowa applicable to contracts made and to be performed wholly within such State. Any dispute between the Parties that cannot be resolved through mutual agreement may be litigated in any court of competent jurisdiction and each Party hereby submits to the non-exclusive personal jurisdiction of the Story County District Court in and for the State of Iowa in connection with any suit, claim or proceeding arising out of or relating to this Agreement and agrees not to assert any defense based upon the inconvenience of the forum in connection with any suit or proceeding initiated in any such court.

7.4. *ENTIRE AGREEMENT.* The Agreement constitutes the entire agreement between Licensee and EasyVote and supersedes all prior or contemporaneous written or oral understandings or agreements pertaining to the subject matter of this Agreement.

7.5. *FORCE MAJEURE.* Neither party will be deemed to be in breach of this Agreement, or be entitled to damages or credits pursuant to this Agreement, for any failure or delay in performance caused by reasons beyond its control, which may include but are not limited to an act of God, war, civil disturbance, court order, labor dispute, failures or fluctuations in power, heat, internet, light, air conditioning or telecommunications equipment. Both parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either party may cancel unperformed services upon written notice. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or obligation to pay for services rendered.



7.6. *INDEPENDENT ENTITIES.* The parties are independent entities. Neither party nor any consultant of either party shall be deemed to be an employee, agent, partner, joint venturer or legal representative of the other for any purpose, and neither shall have any right, power or authority to create any obligation or responsibility on behalf of the other, solely as a result of this Agreement.

7.7. *NOTICES.* Any notice required under the Agreement shall be made in writing, addressed to the appropriate party at its address, as indicated in the Order or in the books and records of EasyVote, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

7.8. *SEVERABILITY.* Any provision or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Parties, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

7.9. *SUCCESSORS AND ASSIGNS.* Licensee and EasyVote together with their respective partners, successors, executors, administrators and legal representatives are hereby bound to the other party to the Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of the Agreement.

7.10. *THIRD PARTY OBLIGATION.* Nothing contained herein shall create any obligation or contractual relationship with any third party and there are no third party beneficiaries of this Agreement.

7.11. *WAIVER.* Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of the Agreement.



EASYVOTE SOLUTIONS LLC
by HENRY M. ADKINS & SON, INC.

A handwritten signature in blue ink, appearing to be "Dustin Vanderburg".

Dustin Vanderburg, Vice President
Henry M. Adkins & Son, Inc.

A handwritten signature in blue ink, appearing to be "Dustin Vanderburg".

Authorized Signature

A handwritten signature in blue ink, appearing to be "Charles Davis".

EasyVote Solutions LLC, CFO
Charles Davis, CFO

Authorized Signature

Authorized Signature

A handwritten signature in blue ink, appearing to be "Lucy Martin".

Lucy Martin, Story County Auditor



PROPOSAL

Henry M. Adkins & Son, Inc.

331 Independence Ave.
Elmton, MD 64735

Bill To

Story County, IA Auditor
900 6th St.
Nevada, IA 50201

Estimate Date: 3/20/2017

Expiry Date: 5/31/2017

#	Item & Description	Qty	Rate	Amount
1	EasyPoll Worker Cloud based early voting worker and election day worker management system. Includes administrator and worker interfaces for easy communication, access to training tools, and reporting. Also offers mobile capabilities. Price billed annually. Unlimited number of users.	1	\$ 3,500.00	\$ 3,500.00
2	Training-Implementation-Support	1	\$ 750.00	\$ 750.00
			Total	\$ 4,250.00

Notes Price is invoiced annually.

Terms & Conditions

The customer warrants that he/she is authorized to place order on behalf of the company, accepts the terms of this agreement, authorizes EasyVote Solutions (EVS) to order the equipment or software quoted herein, install the equipment or software at the customer's location, and remit timely payment to EVS. Returns are subjects to a 20% restocking fee. Professional services, once performed, are non-refundable. Customer agrees that invoiced amounts not paid to terms will be subject to late fees of 1 and 1/2 per cent per month. All returns must be received by EVS within 30 days after shipment by EVS. All returns must be authorized by EVS.

**STORY COUNTY
APPLICATION FOR PERMIT
TO USE OR EXPLODE DISPLAY FIREWORKS**

APPLICANT INFORMATION

Name: SAN JUANES + TWIN ANCHORS GOLF COURSE
 Address: 32967 720TH AVE + 68030 US Hwy 30 COLLINS, IA 50056
 Phone: Day: 515-291-3759 Evening: 515-291-3759
 Operator's name and address (if different from applicant):

SAN JUANES 32967 720TH AVE. COLLINS, IA 50055

DESCRIPTION OF OPERATOR'S COMPETENCY

30+ YEARS SETTING AND FIRING FIREWORKS DISPLAYS.

EVENT INFORMATION

Date: 7-1-17 Time: 10:00 p.m. Location: GOLF COURSE
 Rain Date: 7-2-17 @ 10:00 p.m.

INSURANCE INFORMATION

Are you insured?
 Yes No
 Name, address, and phone number of insurance company and agent:

WEIR'S INS COLL IA

A certificate of insurance shall accompany the application.

SAN JUANES TWIN ANCHORS GOLF 6-8-17
 SIGNATURE OF APPLICANT DATE

"Pursuant to Iowa Code §331.304(8) and §727 2, the Story County Board of Supervisors may grant a permit for the use or explosion of display fireworks upon a written application when the display fireworks will be handled by a competent operator. The operator shall handle and discharge the display fireworks according to applicable law and manufacturer's recommendations, and shall operate safely under all circumstances. The permittee/operator certifies that s/he has authority to operate display fireworks on and over the location listed in the permit where the display is to occur. Any such permit shall be void if the use occurs when a 'burn ban' is in effect or if conditions are conducive to fire. Any permit is valid only in the unincorporated areas of Story County, Iowa, and this permit is immediately void if any display fireworks are operated over any part of a city, airport, airstrip or outside of Story County (except non- nuisance airborne smoke that may drift from the display location). Any permit so issued does not immunize the applicant or operator from complying with all laws and regulations concerning the purchase, transportation, possession, storage, firing, and discharge of explosives and fireworks. The permittee/operator shall comply with lawful directives of any peace officer and emergency services worker and the permittee/operator shall produce the permit upon request of any peace officer or emergency services worker. The applicant/permittee and/or operator shall assume all liability and risk of loss, injury or death to any entity or person associated with the handling and/or discharge of the display fireworks, and agrees to indemnify and hold Story County, its agents and employees, harmless from any and all liability associated with the use or explosion of display fireworks. The permittee/operator specifically and voluntarily agrees to the foregoing and understands the granting or denial of this application is a matter of discretion resting solely with the Story County Board of Supervisors, its agents and/or assigns."

- Attach certificate of insurance to the application
- Submit completed application and insurance information to the following:

Story County Auditor's Office
 900 6th St.
 Nevada, Iowa 50201

The deadline for the Board of Supervisors' weekly meeting agenda is Thursday at 3 pm. Completed applications received by the deadline shall be placed on the agenda for the following Tuesday.

OFFICIAL USE ONLY	
<input checked="" type="checkbox"/> APPLICATION APPROVED <u>AN</u>	<input type="checkbox"/> APPLICATION DENIED <u>6-20-17</u>
CHAIRPERSON, BOARD OF SUPERVISORS	DATE



Commitment to Continue Membership

I, Story County, do hereby affix my signature to this form and promise to submit the contribution of \$308,625.18 (less attached vouchers if applicable) by July 3, 2017. In order to fulfill this commitment, our check will be received by the Iowa Communities Assurance Pool, at the address on this form, no later than July 21, 2017.

Printed Name Rick Sanders Chair BOS
Signature [Handwritten Signature]
Date 6-20-17

Iowa Communities
Assurance Pool
5701 Greendale Road
Johnston, IA 50131



Iowa Communities Assurance Pool

5701 Greendale Road

Johnston, IA 50131

Member Name: Story County
 Member Address: 900 6th Street
 City, State, Zip: Nevada, IA 50201-0530

Member #: 432 Anniversary Date: 07/01/2017

Coverage	Limit of Coverage	Contribution
General Liability	\$2,000,000	\$41,295.06
Automobile Liability	\$2,000,000	\$18,971.54
Law Enforcement Liability	\$2,000,000	\$51,840.14
Public Officials Wrongful Acts	\$2,000,000	\$21,959.55
Excess Liability	\$13,000,000	\$40,979.87
Property	\$69,141,680	\$113,606.60
Equipment Breakdown	Included	Included
Crime	\$5,000	\$0.00
Agency Fee	\$17,130.71	
CRMS	\$2,841.71	
FINAL CONTRIBUTION	\$308,625.18	

Pay total Gross Contribution less any attached Vouchers

Please return Voucher(s) with payment

PayTo: Iowa Communities Assurance Pool

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. If you have further questions regarding this process or do not wish to participate please call us at 515-276-7557.

For correct itemization information refer to "Quote Summary" page

Iowa Communities Assurance Pool

5701 Greendale Road
 Johnston, IA 50131

Number 432

In recognition of
 continued ICAP
 membership Story County

Date 06/02/2017

\$ **\$31,562.11**

Thirty-One Thousand Five Hundred Sixty-Two Dollars and Eleven Cents

FOR: Member Distribution Redemption

THE ICAP BOARD OF DIRECTORS

Not Negotiable Voucher must be applied with current year anniversary invoice



Member Invoice

Member Name: Story County

Anniversary Date: 07/01/2017

Policy Number: R0432PC2017-01

<u>Coverage</u>	<u>Limit of Coverage</u>	<u>Contribution</u>
General Liability	\$2,000,000	\$41,295.06
Automobile Liability	\$2,000,000	\$18,971.54
Law Enforcement Liability	\$2,000,000	\$51,840.14
Public Officials Wrongful Acts	\$2,000,000	\$21,959.55
Excess Liability	\$13,000,000	\$40,979.87
Property	\$63,141,680	\$113,606.60
Equipment Breakdown	Included	Included
Crime	\$5,000	\$0.00
Marketing and Administration Fees		\$19,972.42
TOTAL CONTRIBUTION		\$308,625.18

MAKE CHECKS PAYABLE TO IOWA COMMUNITIES ASSURANCE POOL ON OR BEFORE: 07/01/2017

When you provide a check as payment, you authorize us to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. If you have further questions regarding this process or do not wish to participate, please call us at 515-276-7557.



Quote Summary

Story County

Anniversary Date: 07/01/2017

Coverage	Contribution	Limit of Coverage	Deductible	Retroactive Date	Coverage Effective
General Liability	\$41,295.06	\$2,000,000	\$10,000	07/01/2017	07/01/2017
Automobile Liability	\$18,971.54	\$2,000,000	\$0	07/01/2017	07/01/2017
Law Enforcement Liability	\$51,840.14	\$2,000,000	\$10,000	07/01/2017	07/01/2017
Public Officials Wrongful Acts	\$21,959.55	\$2,000,000	\$10,000	07/01/2017	07/01/2017
Excess Liability	\$40,979.87	\$13,000,000			07/01/2017
Property	\$113,606.60	\$63,141,680	See Schedule		07/01/2017
Equipment Breakdown	Included	Included	Included		Included
Crime	\$0.00	\$5,000	\$500		07/01/2017
TOTAL CONTRIBUTION	\$288,652.76				
Agency Fee	\$17,130.71				
CRMS	\$2,841.71				
FINAL CONTRIBUTION	\$308,625.18				

This quotation expires on the Proposed Effective Date.

Iowa Communities Assurance Pool
General Liability Breakout
 Story County
 Anniversary: 07/01/2017

	Total Contribution	% of Total
Initial Loading	\$16,717.96	40.48%
DPW	\$13,491.21	32.67%
Parks and Recreation	\$5,372.64	13.01%
Secondary Loading		
Archery Range		
Assistant Medical Examiner	\$231.39	0.56%
Bike Trail		
Boat Access		
Boat Ramp		
Bridges	\$613.34	1.49%
Bridges - Hiking Trail		
Bridges - Pedestrian	\$24.68	0.06%
Campground Receipts	\$2.84	0.01%
Campgrounds	\$0.19	0.00%
Canoe Rental	\$0.00	0.00%
Dams	\$647.90	1.57%
Playgrounds		
Ponds		
Ponds/Quarries		
Snow Trail		
Summer Camp		
Swimming Pools/Lakes	\$1,079.83	2.61%
Townships	\$518.32	1.26%
Herbicide/Pesticide	\$578.79	1.40%
Medical Examiner	\$1,800.00	4.35%
Health	\$215.97	0.52%
GL Excess	\$12,621.80	
Total	\$53,916.86	
Public Officials Wrongful Acts	\$21,959.55	
Excess	\$6,708.40	
Total	\$28,667.95	
Law Enforcement	\$51,840.14	
Excess	\$15,842.82	
Total	\$67,682.96	

Agency Fee

\$17,130.71

CRMS

\$2,841.71

Iowa Communities Assurance Pool
Auto Liability Breakout
Story County
Anniversary: 07/01/2017

Vehicle Type	Total Contribution	# of Vehicles	
Dump Trucks	\$2,745.16	15	\$183.01
Fire Trucks	\$122.95	1	\$122.95
Heavy	\$697.73	4	\$174.43
Passenger Car/Vans/Pickups	\$7,233.93	68	\$106.38
Police	\$7,674.36	48	\$159.88
Road Maintenance	\$497.40	12	\$41.45
Trailers	\$0.00	25	\$0.00
Excess	\$5,806.85		
Total	\$24,778.39		

Iowa Communities Assurance Pool
Property Breakout
Story County
Anniversary: 07/01/2017

<u>Location</u>	<u>Address</u>	<u>Total TIV</u>	<u>Contribution</u>
1-1: 900 6th St.	900 6th St. Nevada, IA 50201	\$14,422,138.00	\$20,896.95
2-55: 60550 210th St.	60550 210th St. Nevada, IA 50201	\$281,682.09	\$901.36
2-60: 60550 210th St.	60550 210th St. Nevada, IA 50201	\$3,015.49	\$8.41
2-61: 60550 210th St.	60550 210th St. Nevada, IA 50201	\$67,316.29	\$187.80
2-63: 60550 210th St.	60550 210th St. Nevada, IA 50201	\$37,060.80	\$44.56
2-64: 60550 210th St.	60550 210th St. Nevada, IA 50201	\$15,824.32	\$44.15
2-67: 60550 210th St.	60550 210th St. Nevada, IA 50201	\$31,648.64	\$88.29
4-16: 56461 180th St./McFarland Park	56461 180th St./McFarland Park Ames, IA 50010	\$112,579.77	\$241.35
4-27: 56461 180th St./McFarland Park	56461 180th St./McFarland Park Ames, IA 50010	\$1,477,051.00	\$3,937.03
4-57: 56461 180th St./McFarland Park	56461 180th St./McFarland Park Ames, IA 50010	\$17,230.16	\$48.07
5-5: 67464 250th St.	67464 250th St. Colo, IA 50056	\$280,074.00	\$868.08
7-15: 56269 180th St./McFarland Park	56269 180th St./McFarland Park Ames, IA 50010	\$201,447.00	\$379.26
7-65: 56269 180th St./McFarland Park	56269 180th St./McFarland Park Ames, IA 50010	\$28,060.80	\$52.83
8-22: 837 N Ave.	837 N Ave. Nevada, IA 50201	\$475,369.70	\$1,808.16
8-3: 837 N Ave.	837 N Ave. Nevada, IA 50201	\$478,545.00	\$1,341.23
8-43: 837 N Ave.	837 N Ave. Nevada, IA 50201	\$812,635.00	\$2,265.41
9-23: 3911 Calhoun	3911 Calhoun Ames, IA 50010	\$960,972.00	\$1,809.19
10-24: 620 Duluth	620 Duluth Ames, IA 50010	\$949,845.00	\$1,788.24
11-25: 124 S Hazel	124 S Hazel Ames, IA 50010	\$960,309.00	\$1,807.94
13-28: 1521 Florida	1521 Florida Ames, IA 50010	\$128,207.43	\$241.37
14-29: 627 Garfield	627 Garfield Story City, IA 50248	\$100,890.09	\$281.46
15-30: 101 E Ash	101 E Ash Roland, IA 50236	\$87,981.00	\$245.45
16-31: 160 N 1st St.	160 N 1st St. McCallsburg, IA 50154	\$42,351.07	\$175.78
17-32: 608 Main	608 Main Colo, IA 50056	\$128,751.89	\$359.19
18-33: 615 1st Ave.	615 1st Ave. Collins, IA 50055	\$92,328.05	\$257.58
19-34: 91 Metcalf	91 Metcalf Maxwell, IA 50161	\$87,981.00	\$245.45

21-36: 803 N Ave.	803 N Ave. Nevada, IA 50201	\$5,774,547.00	\$23,597.26
21-37: 803 N Ave.	803 N Ave. Nevada, IA 50201	\$335,555.00	\$403.44
21-38: 803 N Ave.	803 N Ave. Nevada, IA 50201	\$82,543.94	\$230.28
21-39: 803 N Ave.	803 N Ave. Nevada, IA 50201	\$172,809.00	\$482.10
21-40: 803 N Ave.	803 N Ave. Nevada, IA 50201	\$164,086.81	\$197.28
21-41: 803 N Ave.	803 N Ave. Nevada, IA 50201	\$122,121.00	\$340.69
21-42: 803 N Ave.	803 N Ave. Nevada, IA 50201	\$187,128.54	\$224.99
23-46: 126 S Kellogg	126 S Kellogg Ames, IA 50010	\$6,227,324.00	\$6,134.10
24-47: 1315 S B Ave.	1315 S B Ave. Nevada, IA 50201	\$22,848,998.55	\$28,233.59
25-4: 56595 180th St./McFarland Park	56595 180th St./McFarland Park Ames, IA 50010	\$242,996.00	\$457.48
25-58: 56595 180th St./McFarland Park	56595 180th St./McFarland Park Ames, IA 50010	\$36,431.25	\$101.64
26-20: 255th St./Hickory Grove	255th St./Hickory Grove Colo, IA 50056	\$20,731.82	\$57.84
26-48: 255th St./Hickory Grove	255th St./Hickory Grove Colo, IA 50056	\$20,731.82	\$57.84
26-6: 255th St./Hickory Grove	255th St./Hickory Grove Colo, IA 50056	\$275,792.00	\$769.40
26-8: 255th St./Hickory Grove	255th St./Hickory Grove Colo, IA 50056	\$34,976.46	\$97.58
28-11: 67382 250th St./Hickory Grove	67382 250th St./Hickory Grove Colo, IA 50056	\$40,353.99	\$112.58
28-13: 67382 250th St./Hickory Grove	67382 250th St./Hickory Grove Colo, IA 50056	\$112,662.79	\$314.31
28-49: 67382 250th St./Hickory Grove	67382 250th St./Hickory Grove Colo, IA 50056	\$20,731.82	\$57.84
28-50: 67382 250th St./Hickory Grove	67382 250th St./Hickory Grove Colo, IA 50056	\$20,731.82	\$57.84
28-51: 67382 250th St./Hickory Grove	67382 250th St./Hickory Grove Colo, IA 50056	\$20,731.82	\$57.84
28-7: 67382 250th St./Hickory Grove	67382 250th St./Hickory Grove Colo, IA 50056	\$68,952.93	\$192.36
28-83: 67382 250th St./Hickory Grove	67382 250th St./Hickory Grove Colo, IA 50056	\$820,000.00	\$799.94
30-53: 1212 McCormick Ave., Ste. 100	1212 McCormick Ave., Ste. 100 Ames, IA 50010	\$75,000.00	\$209.23
31-54: 975 W. Lincolnway	975 W. Lincolnway Nevada, IA 50201	\$343,300.00	\$416.70
32-56: 67660 250th St./Hickory Grove	67660 250th St./Hickory Grove Colo, IA 50056	\$32,173.13	\$38.68
33-62: 55310 180th St./West Peterson Park	55310 180th St./West Peterson Park Ames, IA 50010	\$12,989.19	\$36.24
34-66: 67385 250th St./Hickory Grove	67385 250th St./Hickory Grove Colo, IA 50056	\$45,900.00	\$67.68
34-79: 67385 250th St./Hickory Grove	67385 250th St./Hickory Grove Colo, IA 50056	\$28,560.00	\$27.86
35-68: 70613 130th St./Dakin's Lake	70613 130th St./Dakin's Lake Zearing, IA 50278	\$313,120.00	\$1,299.60
35-69: 70613 130th St./Dakin's Lake	70613 130th St./Dakin's Lake Zearing, IA 50278	\$313,120.00	\$1,299.60

35-70: 70613 130th St./Dakin's Lake	70613 130th St./Dakin's Lake Zearing, IA 50278	\$2,080.80	\$8.64
35-71: 70613 130th St./Dakin's Lake	70613 130th St./Dakin's Lake Zearing, IA 50278	\$36,414.00	\$151.14
35-72: 70613 130th St./Dakin's Lake	70613 130th St./Dakin's Lake Zearing, IA 50278	\$34,333.20	\$142.50
35-73: 70613 130th St./Dakin's Lake	70613 130th St./Dakin's Lake Zearing, IA 50278	\$20,808.00	\$86.36
35-74: 70613 130th St./Dakin's Lake	70613 130th St./Dakin's Lake Zearing, IA 50278	\$109,242.00	\$453.41
35-75: 70613 130th St./Dakin's Lake	70613 130th St./Dakin's Lake Zearing, IA 50278	\$36,414.00	\$76.81
35-76: 70613 130th St./Dakin's Lake	70613 130th St./Dakin's Lake Zearing, IA 50278	\$3,121.20	\$12.95
35-77: 70613 130th St./Dakin's Lake	70613 130th St./Dakin's Lake Zearing, IA 50278	\$9,363.60	\$38.86
35-78: 70613 130th St./Dakin's Lake	70613 130th St./Dakin's Lake Zearing, IA 50278	\$263,221.20	\$1,092.50
35-82: 70613 130th St./Dakin's Lake	70613 130th St./Dakin's Lake Zearing, IA 50278	\$35,500.00	\$52.34
36-80: 2919 S. Riverside Dr.	2919 S. Riverside Dr. Ames, IA 50010	\$336,400.00	\$633.33
37-81: 2809 S. Riverside Dr.	2809 S. Riverside Dr. Ames, IA 50010	\$241,540.00	\$454.74
97-97: Various Locations	Various Locations Nevada, IA 50201-0530	\$265,302.00	\$499.47
98-98: Various Locations	Various Locations Story County, IA	\$651,545.00	\$2,955.18
99-99: Liability Only	Liability Only Nevada, IA 50201	\$0.00	\$0.00
	Property Coverage Extension		\$250.00
	TOTALS	\$63,141,680.28	\$113,606.60



Member Proxy

Be it known, that the undersigned representative of the Governmental Sub-Division (hereafter referred to as MEMBER) by resolution of the governing body, a copy of which is attached hereto, hereby nominates and appoints the following individual and alternate to represent the MEMBER with the Iowa Communities Assurance Pool (hereinafter referred to as the POOL). The individual and alternate shall act as liaison between MEMBER and the POOL for the purposes of relating risk reduction and loss control information, and any other loss information or instructions concerning the obligations of the MEMBER imposed by signing the Iowa Risk Management Agreement and the rules and regulations established thereunder, to the same extent and with like effect as the undersigned thereunder, to the same extent as the undersigned could do if personally present and the undersigned does hereby ratify and confirm and adopt all action done or taken by the individual or alternate.

Primary Contact: Rick Sanders Title: Board Chair Address: 900 6th Street City, State, Zip: Nevada, IA 50201-0530 Email: rsanders@storycountyiowa.gov Telephone: 5153827200
Alternate Contact: Martin Chitty Title: Vice Chair Address: 900 6th Street City, State, Zip: Nevada, IA 50201-0530 Email: MChitty@storycountyiowa.gov Telephone: 5153827200

In witness whereof, this proxy was executed on the 20th day of June, in the year 2017, by the undersigned duly authorized officers of the Governmental Subdivision indicated below..

Governmental Subdivision: Story County

Member ICAP #: 432

By: Tracy Mardian Auditor Title: Auditor By: (City Clerk/County Auditor/Board Secretary)



Anniversary Information Acknowledgement

The undersigned representative of the Story County acknowledges that he/she:

- Reviewed the information provided on all Iowa Communities Assurance Pool applications and all applicable supplemental applications.
- Reviewed all applicable property and vehicle schedules.
- Confirms, to the best of his/her knowledge, that all information provided is complete and accurate.
- Reviewed the optional coverage(s) offered by the Iowa Communities Assurance Pool for increased limits. After consideration of the coverage(s) offered and the contribution for same, Story County has elected to:
 - Waive any and all coverage(s) and any applicable contribution charges. Story County understands that to add increased limits coverage in the future, it will be subject to Iowa Communities Assurance Pool's approval and underwriting guidelines at the time of the request and that such request must be made in writing. In addition, Story County will not hold the Iowa Communities Assurance Pool responsible for this decision to waive optional coverage(s).
 - Accept the increased limits: _____
(Limit of Liability Accepted)

N/A

Executed on the 20th day of June, in the year 2017, by the undersigned duly authorized officer of the Governmental Subdivision (Story County) indicated below:

BY: [Signature]

Title: Chris Bos

Member: Story County
Member Number: 432
Anniversary Date: 07/01/2017

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared by Leanne Harter, AICP, CFM, County Outreach and Special Projects Manager, 900 6th Street, Nevada, Iowa 50201 515-382-7247

STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER 17-107

SETTING DATE AND TIME FOR PUBLIC HEARING FOR JULY 11, 2017, FOR
AMENDING THE URBAN RENEWAL PLAN – STORY COUNTY URBAN RENEWAL AREA

WHEREAS, the Board of Supervisors approved the *Urban Renewal Plan – Story County Urban Renewal Area* in November 2011, and amended in October 2013, 2014, 2015, May 2016, and October 2016;

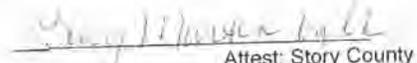
AND WHEREAS, the adopted *Story County, Iowa Economic Development Process and Policies* requires that any amendments to the Urban Renewal Area Plan be completed prior to November 1st annually.

NOW THEREFORE BE IT RESOLVED that a public hearing date on this matter be held on the proposed amendments to the *Urban Renewal Plan – Story County Urban Renewal Area* on the 11th of July, 2017, at the Story County Administration Building, Nevada, Iowa, at 10 o'clock am; and the Board of Supervisors directs the County Outreach and Special Projects Manager to post the proposed amendments on the Story County website.

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

Dated this 20th day of June 2017.


Board of Supervisors


Auditor

Attest: Story County

Moved by: Olson
Seconded by: Chitty
Voting Aye: Olson, Chitty, Sanders
Voting Nay: None
Absent: None

June 14, 2017

Story County Sheriff's Office
Story County Courthouse
Nevada, IA 50201

SUBJECT: Iowa State University Contract Order Number(s) C7-72762-32

Iowa State University (ISU) currently maintains the above-mentioned order with Story County Sheriff for law enforcement services to be provided by Story County Officers. This order shall expire on June 30, 2017.

We are requesting that this order be extended for a one-year period from July 1, 2017 through June 30, 2018. A new contract will be sent at a later date.

Please complete the following:

- (1) As an authorized representative of the Story County Sheriff's Office our company is offering to extend this contract from July 1, 2017 through June 30, 2018, as per the existing pricing, terms, and conditions.
- Yes No

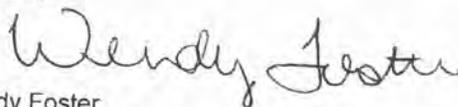
Current pricing:
Senior reserve & officers @ \$65.00/hr
Regular reserve @ \$32.50/hr

- (2) Authorized Representative's signature: _____
Typed or printed name: _____
Date: _____ Phone No.: _____
Email Address: _____

Please indicate any changes in your address, company name, etc. Return this letter within approximately 5 days to my attention by fax (515)-294-9606, email: wkfoster@iastate.edu or address shown below.

Iowa State University
Purchasing Department
1340 Administrative Services Building
Ames, IA 50011

Sincerely,



Wendy Foster
Purchasing Agent
Phone No. 515-294-8806

~~APPROVED~~ DENIED
Board Member Initials: RS
Meeting Date: 6-20-17
Follow-up action: _____

STORY COUNTY UTILITY PERMIT

Date _____

To the Board of Supervisors, Story County, Iowa:

The Interstate Power + Light Company, incorporated under the laws of Iowa, with its principal place of business at 1284 XE PL Ames IA 50014, 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 3 Phase Primary Electric on secondary route 210th St, from 650th Ave to ~~210th St~~, a distance of 1155' miles. 210th St.

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:

Install 5 Poles with 3 Phase V0 ACSR [25 KV Rated] on Nean Slope of ~~210th St~~ to New bin size [20965 @ 50th Ave]
210th

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.

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 6-12-17

Interstate Power and Light
Name of Company (Applicant - Permittee)

Michael Eilderts 515-268-3433
by ME Phone no.

Recommended for Approval:

Date 6-13-17

Dan Mon 515-382-7355
County Engineer Phone no.

Approved:

Date 6-20-17

[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.



3 phase OH extension to new bin site



1:0

STORY COUNTY UTILITY PERMIT

Date _____

To the Board of Supervisors, Story County, Iowa:

The Interstate Power & Light Company, incorporated under the laws of Iowa, with its principal place of business at 1284 XE PL AMES IA 50014, 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 Electric Service No. 146 on secondary route 140th St, from North 140th St to South of 140th St, a distance of 80' miles.

54 314

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:

10' Trench 20' East on back slope then bore 80' and install 2" conduit with 4/0 TRIPLEX Pulled through (under 140th St).

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.

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 _____

Michael Eilders
Name of Company (Applicant - Permittee)

[Signature] 515-268-3433
by Phone no.

Recommended for Approval:

Date 6-13-17

[Signature] 515-382-7355
County Engineer Phone no.

Approved:

Date 6-20-17

[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.



Google earth



New UG service for 54314 140th st



Lexipol

PREDICTABLE IS PREVENTABLESM

AGREEMENT FOR USE OF SUBSCRIPTION MATERIAL

Agency's Name: Story County Sheriff's Office
Agency's Address: 1315 South B Avenue
Nevada, IA. 50201

Attention: Sheriff Paul Fitzgerald

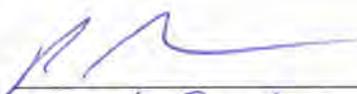
Lexipol's Address: 16755 Von Karman Avenue, Suite 250
Irvine CA 92606-4918

Attention: _____

Effective Date: _____
(to be completed by Lexipol upon receipt of signed Agreement)

The Agreement for Use of Subscription Material is between Lexipol, LLC, a Delaware limited liability company ("**Lexipol**"), and the Agency identified above. The Agreement consists of (a) this cover sheet; (b) **Exhibit A** (Subscriptions Being Purchased and Subscription Fees) attached to this cover sheet (consisting of 1 page), and (c) **Exhibit B** (General Terms and Conditions) attached to this cover sheet (consisting of 5 pages). Capitalized terms that are used in Exhibit A and not defined therein shall have the respective meanings given to them in Exhibit B.

AGENCY

Signature: 
Print Name: Rick Sanders
Title: Chair Bos
Date Signed: 6-20-17

LEXIPOL, LLC

Signature: _____
Print Name: Van Holland
Title: Chief Financial Officer
Date Signed: _____

EXHIBIT A

SUBSCRIPTIONS BEING PURCHASED AND SUBSCRIPTION FEES

Agency is purchasing the following:

	Term	Price
Annual Subscription:		
Custody Policy Manual & Daily Training Bulletins	Annual	\$6,423
5% IPCA Member Discount	Annual	(\$321)
Annual Recurring Subscription - Due July 1, 2018	Annual	\$6,102

Pricing is based on

✓ Custody - No. of Beds 94

EXHIBIT B

GENERAL TERMS AND CONDITIONS

1. **Definitions.** For purposes of this Agreement, each of the following terms will have the meaning indicated in this Section:

1.1 **Agency's Account.** "*Agency's Account*" means the account by which Agency accesses the Subscription Materials.

1.2 **Agreement.** "*Agreement*" means (a) the cover sheet to which these General Terms and Conditions are attached, (b) Exhibit A (Subscriptions Being Purchased and Subscription Fees) attached to that cover sheet, and (c) these General Terms and Conditions.

1.3 **Initial Term/Contract Year.** "*Initial Term*" means the twelve-month period commencing on the Effective Date and "*Contract Year*" means each twelve-month period commencing on each anniversary of the Effective Date, except as may otherwise be modified by Section 2.1 Term below.

1.4 **Derivative Work.** "*Derivative Work*" means a work that is based on the Subscription Material or any portion thereof, such as a revision, modification, abridgement, condensation, expansion, or any other form in which the Subscription Material or any portion thereof may be recast, transformed, or adapted. For purposes of this Agreement, a Derivative Work also includes any compilation that incorporates any portion of the Subscription Material. Further, "*Derivative Work*" includes any work considered a "derivative work" under United States copyright law.

1.5 **Effective Date.** "*Effective Date*" means the date specified on the cover sheet to which these General Terms and Conditions are attached.

1.6 **Subscription Materials.** "*Subscription Materials*" means the policy manuals, supplemental policy publications, daily training bulletins and other materials provided by Lexipol to Agency from time to time during the term of this Agreement under the subscriptions purchased by Agency as specified in Exhibit A.

2. **Term and Termination.**

2.1 **Term.** This Agreement is effective upon the execution and delivery of this Agreement by both Lexipol and Agency, and shall continue in effect until the expiration of the Initial Term; provided, however, that the term of this Agreement will automatically be extended for successive one-year periods thereafter (each a Contract Year), unless either party gives written notice to the other party to the contrary not less than thirty (30) days prior to the expiration of the Initial Term or the then current Contract Year, as the case may be. Notwithstanding the foregoing, however, this Agreement will be subject to termination as provided in Section 2.2 below.

2.2 **Termination.** This Agreement may be terminated by either party, effective immediately, (a) in the event that the other party fails to discharge any obligation or remedy any default under this Agreement for a period of more than thirty (30) calendar days after it has been given written notice of such failure or default; or (b) in the event that the other party makes an assignment for the benefit of creditors or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy laws of any applicable jurisdiction.

2.3 **Effect of Expiration or Termination.** Upon the expiration or termination of this Agreement, all of the rights granted to Agency by this Agreement to the subscriptions identified on Exhibit

A shall automatically terminate. The termination or expiration of this Agreement shall not, however, relieve either party from any obligation or liability that has accrued under this Agreement prior to the date of such termination or expiration. The right to terminate this Agreement pursuant to Section 2.2 above shall be in addition to, and not in lieu of, any other remedy, legal or equitable, to which the terminating party shall be entitled at law or in equity. The provisions of Sections 1 (Definitions), 4 (Copyright; Derivative Works; Lexipol's Ownership), 5 (Right to Use; Limitations on Use of Subscription Material and Derivative Works), 7 (Privacy Policy), 8 (Policy Adoption), 9 (Disclaimer of Liability), 10 (Limitation of Liability), 13 (Miscellaneous), and this Section 2.3 shall survive the expiration or termination of this Agreement for any reason whatsoever.

3. Subscription Fees, Etc.

3.1 Subscription Fee/Invoicing. Lexipol will invoice Agency at the commencement of the Subscription Service (Initial Term) and thirty (30) days prior to the date for each Contract Year (refer to 2.1 above). Agency will pay to Lexipol the subscription fee specified on Exhibit A within thirty (30) days following Agency's receipt of the invoice for such subscription and renewal fees. All invoices will be sent to Agency at the address for Agency specified on the cover sheet to which these General Terms and Conditions are attached. All payments will be made to Lexipol at the address for Lexipol specified on the cover sheet to which these General Terms and Conditions are attached. Lexipol reserves the right to increase pricing for subsequent Contract Years.

3.2 Taxes; Past Due Amounts. All amounts required to be paid under this Agreement, unless otherwise stated on Exhibit A, are exclusive of all taxes and similar fees now in force or enacted in the future imposed on the subscriptions purchased by Agency under this Agreement and/or delivery by Lexipol to Agency of Subscription Material, all of which Agency will be responsible for and will pay in full, except for taxes based on Lexipol's net income. In the event any amount owed by Agency is not paid when due, and such failure is not cured within ten (10) days after written notice thereof from Lexipol, then in addition to any other amount due, Agency shall pay a late payment charge on the overdue amount at a rate equal to the lower of (a) one percent (1%) per month, or (b) the highest rate permitted by applicable law.

4. Copyright; Derivative Works; Lexipol's Ownership. Agency acknowledges and agrees that the Subscription Material is a proprietary product of Lexipol, protected under U.S. copyright law, and that Lexipol reserves all rights not expressly granted in this Agreement. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants Agency the right to prepare Derivative Works, except as limited by the terms of this agreement; provided, however, that Agency acknowledges and agrees that Lexipol will be the sole owner of all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto, and Agency hereby assigns and transfers to Lexipol all right, title and interest in and to all Derivative Works prepared by or for Agency, including all copyrights and other intellectual property and proprietary rights therein or pertaining thereto. Agency will not remove from any copies of the Subscription Material provided by Lexipol to Agency any copyright notice or other proprietary notice of Lexipol appearing thereon, and shall include such copyright and other notices at the appropriate place on each copy of the Subscription Material and each copy of any Derivative Work made by or for Agency, in any form.

5. Right to Use; Limitations on Use of Subscription Material and Derivative Works. Subject to the terms and conditions contained in this Agreement, Lexipol hereby grants to Agency a perpetual, personal, fully paid-up, right to use, except as limited by the terms of this agreement the Subscription Material and any Derivative Works prepared by or for Agency, solely for the Agency's internal purposes. Agency will not use, copy, republish, lend, distribute, post on servers, transmit, redistribute, display, in whole or in part, by any means or medium, electronic or mechanical, or by any information storage and retrieval system, any Subscription Material or any Derivative Work prepared by or for Agency other than as expressly authorized by the immediately preceding sentence. Without limiting

the generality of the foregoing, Agency will not import, upload, or otherwise make available any Subscription Material or any Derivative Work prepared by or for Agency into or onto any third party knowledge, document, or other content management system or service without Lexipol's prior written consent. The foregoing does not, however, prohibit or restrict Agency from providing Subscription Material or Derivative Works prepared by or for Agency pursuant to an order from a court or other governmental agency or other legal process, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, nor does it prohibit or restrict Agency from displaying the adopted/approved final policy document on a publicly accessible website for official Agency purposes, so long as Agency includes the appropriate copyright and other proprietary notices on such final policy document as required by Section 4 above.

6. **Account Security.** Agency is solely responsible for maintaining the confidentiality of Agency's user name(s) and password(s) and the security of Agency's Account. Agency will not permit access to Agency's Account, or use of Agency's user name(s) and/or password(s) by any person or entity other than authorized Agency personnel. Agency will immediately notify Lexipol in writing if Agency becomes aware that any person or entity other than authorized Agency personnel has used Agency's Account or Agency's user name(s) and/or password(s).

7. **Privacy Policy.** Lexipol will hold all information Agency provides in confidence unless required to provide information in accordance with an order from a court or other governmental agency or other legal process such as a Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request. Lexipol will use commercially reasonable efforts to ensure the security of information provided by Agency. Lexipol's system also uses Secure Socket Layer (SSL) Protocol for browsers supported by Lexipol application(s). SSL encrypts information as it travels between the Agency and Lexipol. However, Agency acknowledges and agrees that Internet data transmission is not always 100% secure and Lexipol does not warrant or guaranty that information Agency transmits utilizing the Lexipol system or online platform is 100% secure.

Agency acknowledges that Lexipol may provide view-only access and summary information (including but not limited to, status of number of policies developed or in development, percentage of staff reviews of developed policies, and percentage of DTBs taken) to the Agency's affiliated Risk Management Authority, Insurance Pool or Group, or Sponsoring Association, if they are actively funding their member Agencies' Subscription Fees.

8. **Policy Adoption.** Agency hereby acknowledges and agrees that any and all policies and Daily Training Bulletins (DTBs) included in the Subscription Material provided by Lexipol have been individually reviewed, customized and adopted by Agency for use by Agency. Agency further acknowledges and agrees that neither Lexipol nor any of its agents, employees or representatives shall be considered "policy makers" in any legal or other sense and that the chief executive of Agency will, for all purposes, be considered the "policy maker" with regard to each and every such policy and DTB.

9. **Disclaimer of Liability.** In developing the Subscription Materials, Lexipol has made a good faith effort to comply with all applicable statutes, case law and industry standards in effect at the time such Subscription Materials are provided to Agency. While Lexipol has made such a good faith effort, Agency acknowledges and agrees that Lexipol its officers, agents, managers, and employees will have no liability to Agency or any other person or entity arising from or related to the Subscription Materials, or any act or omission by Agency or its personnel pursuant to, or in reliance on, any of the Subscription Materials.

10. **Limitation of Liability.** Lexipol's cumulative liability to Agency and any other person or entity for any loss or damages resulting from any claims, demands, or actions arising out of or relating to this Agreement or the use of any Subscription Materials shall not exceed the subscription fees actually paid to Lexipol for the use of the Subscription Materials under this Agreement during the twelve-month period immediately prior to the assertion of such claim, demand or action. In no event shall Lexipol be liable for any indirect, incidental, consequential, special, or exemplary damages or lost profits, even if Lexipol has

been advised of the possibility of such damages. The limitations set forth in this Section shall apply whether Agency's claim is based on breach of contract, tort, strict liability, product liability or any other theory or cause of action.

11. Non-Transferability. The subscriptions and rights to use the Subscription Material granted by this Agreement are personal to Agency and Agency shall not assign or otherwise transfer the same to any other person or entity.

12. Confidentiality. From time to time during the term of this Agreement, a party may be required to disclose information to the other party that is marked "confidential" or the like, or that is of such a type that the confidentiality thereof is reasonably apparent ("Confidential Information"). The receiving party will: (a) limit disclosure of any Confidential Information of the other party to the receiving party's directors, officers, employees, agents and other representatives (collectively "Representatives") who have a need to know such Confidential Information in connection with the business relationship between the parties to which this Agreement relates, and only for that purpose; (b) advise its Representatives of the confidential nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential and to use it only as permitted by this Agreement; (c) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own confidential information; and (d) not disclose any Confidential Information received by it to any third party (except as otherwise provided for herein). Notwithstanding the foregoing, however, a party may disclose Confidential Information of the other party pursuant to any governmental, judicial, or administrative order, subpoena, discovery request, regulatory request, or Freedom of Information Act (FOIA) request, or Public Records Act (PRA) request, or similar method, provided that the party proposing to make any such disclosure will promptly notify, to the extent practicable, the other party in writing of such demand for disclosure so that the other party may, at its sole expense, seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Confidential Information. Each party shall be responsible for any breach of this Section by any of such party's Representatives.

Miscellaneous.

13.1 Governing Law. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Iowa, without giving effect to any choice of law doctrine that would cause the law of any other jurisdiction to apply.

13.2 Entire Agreement. This Agreement embodies the entire agreement and understanding of the parties hereto and hereby expressly supersedes any and all prior written and oral agreements and understandings with respect to the subject matter hereof, including without limitation any and all agreements and understandings pertaining to the use of the Subscription Materials by Agency. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied in this Agreement. Terms and conditions set forth in any purchase order, or any other form or document of Agency, which are inconsistent with, or in addition to, the terms and conditions set forth in this Agreement, are hereby objected to and rejected in their entirety, regardless of when received, without further action or notification by Lexipol, and shall not be considered binding on Lexipol unless specifically agreed to in writing by it.

13.3 Headings. The captions and other headings contained in this Agreement are for convenience only and shall not be considered a part of or affect the construction and interpretation of any provision of this Agreement.

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

13.5 Amendment. No amendment, modification, or supplement to this Agreement shall be binding unless it is in writing and signed by the party sought to be bound thereby.

13.6 General Interpretation. The language used in this Agreement shall be deemed to be the language chosen by the parties hereto to express their mutual intent. This Agreement shall be construed without regard to any presumption or rule requiring construction against the party causing such instrument or any portion thereof to be drafted, or in favor of the party receiving a particular benefit under the Agreement. No rule of strict construction will be applied against any person or entity.

13.7 Notices. Any notice required by this Agreement or given in connection with it, shall be in writing and shall be given by personal delivery, by certified mail, postage prepaid, or by recognized overnight delivery service to the appropriate party at the address of such party stated on the cover sheet to which these General Terms and Conditions are attached, or such other address as such party may indicate by a notice delivered to the other party in accordance with the terms of this Section. Alternatively, electronic mail or facsimile notice is acceptable when acknowledged by the receiving party.

13.8 Invalidity of Provisions. Each of the provisions contained in this Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. Further, if a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable, then the parties agree that the court should endeavor to give effect to the parties' intention as reflected in such provision to the maximum extent possible.

13.9 Waiver. Lexipol's failure to exercise, or delay in exercising, any right or remedy under any provision of this Agreement shall not constitute a waiver of such right or remedy.

End of General Terms and Conditions

FISCAL AGENT AGREEMENT

This agreement, made this 8th day of May, 2017 is between BooSt Together for Children, hereafter referred to as **LOCAL BOARD**, and the Story County Board of Supervisors, hereafter referred to as the **Fiscal Agent**.

I. Purpose of Agreement

The LOCAL BOARD has been designated an Early Childhood Iowa area within the geographical area it serves and has received a grant of state funds of \$543,666 for School Ready Children Services, and a grant of state funds of \$86,619 for an Early Childhood Program (hereinafter referred to jointly as EARLY CHILDHOOD IOWA funds) for state fiscal year 2018.

Pursuant to Iowa Code Chapter 256I the LOCAL BOARD is required to designate a public entity as a fiscal agent to administer grant funds. The Story County Board of Supervisors have been designated as the fiscal agent for the Board.

II. Duration of Agreement

This agreement shall become effective on July 1, 2017. This agreement shall remain in effect until June 30, 2018, or until earlier terminated according to the provisions herein. This agreement may be renewed or extended by the mutual written agreement of the parties in the form of an amendment specifying the new agreement period and the amount of funds available to the LOCAL BOARD for the new agreement period. All other terms of the agreement shall remain in effect unless otherwise specifically amended.

III. Responsibilities of Fiscal Agent

The Fiscal Agent shall provide the following services for each of the two separate funds for which it is acting as fiscal agent:

- A.** Deposit EARLY CHILDHOOD IOWA funds into accounts in accordance with Iowa Code Chapter 12C and the Cash Management Improvement Act, 31 U.S.C. §6501 et seq.
- B.** Issue payments from the Early Childhood Iowa grant account as directed by authorized LOCAL BOARD personnel. Payments shall be issued to the individual, vendor, business, or other entity identified by the LOCAL BOARD, in the amount specified, and to the address provided by the LOCAL BOARD. Payments shall be issued as directed, within 10 work days from the date the Fiscal Agent receives written notification from authorized LOCAL BOARD personnel.
- C.** Be responsible for any costs charged by the financial institution for maintaining the Early Childhood Iowa grant accounts or accounts containing EARLY CHILDHOOD IOWA

grant funds. The Fiscal Agent shall ensure that any such costs are reduced or offset to the extent possible through earnings credits offered by the financial institution.

- D. Be responsible for completing and submitting any 1099 reports as required by federal or state law or regulation.
- E. Maintain separate accounting records for School Ready Children Services and Early Childhood Program funds that at a minimum include the following:
 - 1. For each School Ready Children Services grant payment and for each Early Childhood Program grant payment made as directed by the LOCAL BOARD:
 - a. The date written notification/authorization was received from the Local Board.
 - b. The name of the authorized LOCAL BOARD staff authorizing the payment.
 - c. The name and mailing address of the payee.
 - d. The amount of the payment.
 - e. The check number or other unique identification of the payment.
 - f. The date the payment was mailed or hand-delivered to the payee.
 - g. The date the payment is cleared or paid out of the EARLY CHILDHOOD IOWA grant account or accounts containing EARLY CHILDHOOD IOWA grant funds.
 - h. The date of any stop payment requested by the Fiscal Agent and the reason.
 - 2. Running balances for each fund which include:
 - a. The cumulative amount of payments authorized by the LOCAL BOARD.
 - b. The cumulative amount of payments issued.
 - c. Available Early Childhood Iowa grant funds that are not encumbered or otherwise allocated for payments made but not yet cashed.
- F. Provide for, account for and deposit the amount of any monthly bank costs for maintaining the Early Childhood Iowa fund account or proportion of such costs attributable to that portion of an account constituting Early Childhood Iowa grant funds, and the amount of any monthly interest earned for the Early Childhood Iowa fund account or proportion of such earnings attributable to that portion of an account constituting Early Childhood Iowa grant funds into the appropriate ECI fund account.
- G. Submit monthly expenditure reports within 10 work days from the end of the prior month to the LOCAL BOARD. Reports shall be submitted in a format agreed to by the LOCAL BOARD and the Fiscal Agent, and shall include as much of the information as the Fiscal Agent is required to maintain as described in this section as the LOCAL BOARD may request, and as is necessary to reconcile the records of the LOCAL BOARD with the records of the Fiscal Agent.
- H. Submit a report within 25 workdays from the end of the agreement period, or such earlier date as the agreement may be terminated, to the LOCAL BOARD. The report shall be submitted in a format agreed to by the LOCAL BOARD and the Fiscal Agent, and shall include as much of the information as the Fiscal Agent is required to maintain as described in this section and as the LOCAL BOARD may request, and as is necessary to reconcile the records of the LOCAL BOARD with the records of the Fiscal Agent.

- I. Iowa Administrative Code Chapter 541.9 requires an audit, conducted by an independent agency, of the early childhood Iowa funds managed by area boards. "Audit" means a financial review by area boards of early childhood Iowa funds. Area boards that receive over \$500,000 in federal funds from all funding sources shall complete a full audit of the funds. Area boards that do not receive over \$500,000 in federal funds from all funding sources, may complete a full audit or coordinate with the fiscal agent's financial review to conduct the state board approved agreed-upon procedures. Requirements are found in the ECI on-line toolkit, Tool UU. 390 TLSO 6/10/17
- J. Provide services in section III at ~~7~~% of the cost of the Area Director's salary and benefits to the LOCAL BOARD.
- K. Return unexpended Early Childhood Iowa grant funds, and accrued interest as may be required by law, to the LOCAL BOARD if this agreement is terminated or if Early Childhood Iowa grant funds remain in an account held by the Fiscal Agent at the end of the agreement period, unless the agreement is renewed or extended as provided for herein.
- L. If this agreement is renewed or extended any unexpended Early Childhood Iowa grant funds remaining in an account held by the Fiscal Agent at the end of the current agreement period shall be retained by the Fiscal Agent for use in the next agreement period.

IV. Responsibilities of LOCAL BOARD

The LOCAL BOARD shall have the following responsibilities:

- A. Advise the Fiscal Agent in writing of the identity of LOCAL BOARD personnel authorized to approve and submit payment requests for Early Childhood Iowa grant funds to the Fiscal Agent and to receive and review expenditure and other reports from the Fiscal Agent as required herein.
- B. Determine the amount and payee for any payment to be made from Early Childhood Iowa grant funds.
- C. Authorized staff shall submit a dated written authorization to the Fiscal Agent to make payments for Early Childhood Iowa grant funds approved by the LOCAL BOARD, which authorization shall designate whether payment should be made from the School Ready Children Services account or the Early Childhood Program account.
- D. Maintain separate accounting records for each School Ready Children Services payment and for each Early Childhood Program payment authorized to be paid by the Fiscal Agent that at a minimum include the following:
 - 1. The date written notification/authorization was submitted to the Fiscal Agent.

2. The name of the authorized LOCAL BOARD staff authorizing the payment.
 3. The name and mailing address of the payee.
 4. The amount of the payment.
- E. Review on a monthly basis the monthly expenditure reports submitted by the Fiscal Agent and reconcile with the records maintained by the LOCAL BOARD. The LOCAL BOARD and Fiscal Agent shall work together to resolve any discrepancies and take any necessary corrective action.
- F. Review the report submitted by the Fiscal Agent at the end of the agreement period or other termination of the agreement and reconcile with the records maintained by the LOCAL BOARD. The LOCAL BOARD and Fiscal Agent shall work together to resolve any discrepancies and take any necessary corrective action.
- G. Any Early Childhood Iowa grant funds allocated to the LOCAL BOARD remaining unexpended at the end of the state fiscal year shall be retained for use in the next state fiscal year and shall be treated as an advance of the Early Childhood Iowa grant funds allocated to the LOCAL BOARD for the next state fiscal year.

V. General Provisions

- A. Agreement Amendment - The agreement shall be amended only upon written agreement of both parties.
- B. Renegotiation Clause. In the event there is a revision of Federal regulations, state laws, or administrative rules and this agreement no longer conforms to those regulations, laws, or rules, all parties will review the agreement and renegotiate those items necessary to conform with the new regulations, laws, or rules.
- C. Termination of Agreement
1. For Cause. Causes for termination during the period of the agreement are:
 - a. Failure of the Fiscal Agent to complete or submit required report.
 - b. Failure of the Fiscal Agent to make financial and statistical records available for review by the Board or other authorized party.
 - c. Failure of the Fiscal Agent to abide by the terms of this agreement.

If one of the above occurs, the LOCAL BOARD shall provide written notice to the Fiscal Agent requesting that the noncompliance be remedied immediately. In the event that the noncompliance continues fifteen (15) days beyond the date of the written notice, the LOCAL BOARD may either immediately terminate the agreement without additional notice, or enforce the terms and conditions of the agreement and seek any legal or equitable remedies.

2. Across the board reductions. Any across the board reductions in State appropriations shall apply to this agreement. Should the LOCAL BOARD determine that the across the board reduction will affect this agreement, any funds allocated to the project and

deposited with the Fiscal Agent will be adjusted pursuant to the reduction. The LOCAL BOARD shall provide the Fiscal Agent reasonable written notice before any across the board reduction is put in place. During the notice period, the parties will meet and attempt in good faith to agree upon changes to this agreement to address such reduction.

3. State reorganization plan. The LOCAL BOARD shall have the right to terminate this agreement, by giving the Fiscal Agent reasonable written notice, in the event the LOCAL BOARD is altered by legislative mandate or by direction of the State of Iowa or federal government.
 4. Legislative reorganization. The Fiscal Agent expressly acknowledges that the program delivered pursuant to this agreement is subject to Legislative change by either the federal or state governments. Should either legislative body enact measures which alter the program, the Fiscal Agent shall not hold the LOCAL BOARD liable in any manner for the resulting changes. The LOCAL BOARD shall provide reasonable written notice to the Fiscal Agent of any such legislative change. The parties will meet and attempt in good faith to agree upon changes to this agreement to address such reorganization.
 5. Upon notice. Either party may terminate this agreement by providing 30 days written notice to the other party.
- D. Confidentiality** - The Fiscal Agent shall comply with all applicable federal and state laws and regulations on confidentiality.
- E. Statement Regarding Meeting All Federal and State Requirements** - The Fiscal Agent shall be in compliance with all applicable federal and state laws, rules, and regulations.
- F. Records Retention** - The Fiscal Agent shall maintain records that document the validity of reports submitted to the LOCAL BOARD. The Fiscal Agent shall retain all books, records, or other documents relevant to this agreement for a period of five (5) years after this agreement is no longer in effect after final payment, or until final audit findings have been resolved, whichever is later.
- G. Review of Contract Related Documentation** - Upon request, the Fiscal Agent shall allow authorized representatives of the LOCAL BOARD or state or federal agencies to have access to the records as is necessary to confirm compliance with the specifications of this agreement. Reviews may include off-site or on-site visits to the Fiscal Agent, the Fiscal Agent's central accounting office, the offices of the Fiscal Agent's agents, a combination of these, or by mutual decision, to other locations.
- H. Federal Lobbying Requirements** - In accordance with the requirements under 34 CFR 82, "New Restrictions on Lobbying," the Fiscal Agent shall comply with the restrictions on lobbying requirements. The Fiscal Agent certifies, to the best of his or her knowledge and belief, that:
No federal appropriated funds have been paid or will be paid on behalf of the sub-grantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, an officer or employee of the Congress, or an

employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

I. Certification Regarding Drug Free Workplace

Requirements for contractors who are not individuals. If Contractor is not an individual, by signing below Contractor agrees to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's policy of maintaining a drug- free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations;
3. Making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by subparagraph 1;
4. Notifying the employee in the statement required by subparagraph 1, that as a condition of employment on such contract, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
5. Notifying the contracting agency within 10 days after receiving notice under subparagraph 4b from an employee or otherwise receiving actual notice of such conviction;
6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 703; and

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs 1, 2, 3, 4, 5, and 6.

Requirement for individuals. If Contractor is an individual, by signing below Contractor agrees to not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Notification Requirement. Contractor shall, within 30 days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 701(a)(1)(D)(ii) or 41 U.S.C. § 702(a)(1)(D)(ii):

1. Take appropriate personnel action against such employee up to and including termination; or
2. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

- J.** Debarment, Suspension, And Other Responsibility Matter Requirements - In accordance with the requirements under 34 CFR 85, "Government-wide Debarment and Suspension (Nonprocurement)," the Fiscal Agent shall comply with the debarment and suspension requirements. The Fiscal Agent agrees, to the best of its knowledge and belief, that it and its subcontractors:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

- K.** Environmental Tobacco Smoke Requirements - The Contractor shall comply with the requirements of Public Law 103-227, Part C, Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). The Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through States, local governments, by Federal grant, contract, loan, or loan

guarantee. The Contractors will require that the language of this certification be included in any Contracts which contain provisions for children's services and that all sub-contractors shall certify accordingly.

<i>Boost Together for Children</i>	
Name of LOCAL BOARD	Legal Name of Fiscal Agent -
<i>TS</i>	<i>[Signature]</i>
Signature	Signature
Travis Starr	Rick Sanders
Printed Name	Printed Contact Name
Board Chair	Story County
Title	Agency
6/8/2017 + <i># 305 amendment on 6/20/17</i>	Chair
Date	Title
	<i>6/20/17</i>
	Date
	900 6 th St.
	Address
	Nevada, IA 50201
	City, State, Zip Code
	515-382-7201
	Telephone Number with Area Code

Members of the Story County Board of Supervisors,

June 14, 2017

BooSt Together for Children would like to renew our current fiscal agent relationship with the Board of Supervisors for FY18.

As our fiscal agent Story County receives and disperses Early Childhood Iowa funds and makes monthly financial reports to BooSt. Currently, BooSt pays a fiscal agent fee 7% of the staff members salary and benefits. Our FY18 budget for the fee is \$3,330. The county also acts as the employer of record for BooSt staff and provides office space at no charge.

We very much appreciate the accuracy, timeliness and good cheer of the county employees we work with.

During this fiscal year our state funding was cut \$19,000 and state funding will go down another \$46,000 in FY18. The loss of state funding will reduce the amount of services we will be able to provide to children and families in the coming year. Therefore, the Boost board is asking the Board of Supervisors to waive or substantially reduce the service fee charged to BooSt. (See Section J of the attached agreement)

The Boost Board thanks you for taking the time to consider waiving the fiscal agent fee. If the fee is waived, the funds will be transferred from administrative costs to direct services. Regardless of the outcome of your decision the BooSt would like the Board of Supervisors to continue to act as our fiscal agent and we look forward to working together in the future.

Sincerely,

Marion Kresse, Area Director

BooSt Together for Children

2017 Urban Renewal Area Proposed Schedule

Applications Received

Presented to the Board of Supervisors—June 20, 2017



~~ACCEPTED~~ DENIED
 Board Member Initials: AS
 Meeting Date: 6-20-17
 Follow-up action: _____

Date/Deadline	Task/Item
6/20/17	Board of Supervisors acknowledges receipt of applications and approves schedule
6/21/17	Consultation meeting notices sent (include project applications, existing URA Plan, proposed properties to be included in Ordinance, and schedule for presentations by applicants to the Board of Supervisors)
7/18/17	Presentations to the Board of Supervisors
	Consultation meeting (affected taxing entities have 7 days to recommend, in writing, any modifications.)
7/25/17	Written recommendations on potential projects from affected taxing entities due
	Auditor presents report to Board of Supervisors
	Discussion and direction by the Board of Supervisors on proposed amendments to staff
8/1/17	Resolution setting public hearing date for Resolution adopting amended plan
	Board of Supervisors directs staff to place draft amended plan on County's website
	Legal notice on public hearing sent to the official newspapers for publication on August 10, 2017
8/10/17	Legal notice published
8/15/17	Time period for BOS to respond to taxing entities - no later than seven days before the public hearing on the proposed plan is held)
8/22/17	Public hearing - Resolution approving amendments to the Urban Renewal Plan - Story County Urban Renewal Area

Urban Renewal Area Project Application
2017 Application Process
Due Date - June 6, 2017



Date: 5 June 2017

Name of Applicant: City of Cambridge

Applicant* Contact Information:

Scott De Young

Phone: 515-450-9783

Email: Cambridge - Mayor@outlook.com

Project Description

Location of Project (including Parcel Identification Number(s) if available) Water St Cambridge 1421404260
1421404240
1421404235

Project Description:

Big Building containing City Hall, Library, and
Large Community Room Requesting \$45,000

This will allow us to divert some existing funds to bury
overhead power lines as part of the project. Preventing future repairs
work

Project Cost

Required Match Guidelines. It is expected that applicants identify a match of 25% of the total project costs. In the space below, please provide proposed project costs and identify potential matching funds.

See Attached

Please attach any additional information that will help the Board of Supervisors to understand the scope and nature of the project including any drawings of the proposed project.

Certification by Applicant: To the best of my knowledge and belief, the information herein is true and correct.

Scott De Young
Signature by Chief Elected Official

5 June 2017
Date

*All correspondences and notices will be forwarded to the individual noted as the "applicant" above.

The Story County Board of Supervisors receives more funding requests than it can possibly grant. If support of a worthwhile program is declined, this decision does not reflect on the value of the group or service, but rather on the need to be selective because of limited resources. Preference may be given to new applicants. Funding decisions will be made in August.

**City of Cambridge Iowa
Story County Urban Renewal Project Application**

January 2017

Cambridge Iowa Community Center

A. PROJECT DESCRIPTION & DETAIL

i. Organization Mission

The City of Cambridge is a small community in Story County located just east of I-35 in-between Ames and Ankeny. Cambridge, Iowa had a population of 827 people in the 2010 Census.

The City's mission is to "provide services that enhance the quality of life, foster growth, enhance communications and ensure the safety of residents in a fiscally responsible manner."

The City has prided itself on being a fiscally responsible community dedicated to providing a high quality of life for its residents and visitors. Cambridge is well suited for future growth with a strong infrastructure system, excellent connectivity, and a variety of recreational assets including a hiking, biking, and horseback trail system, City Park and Learning Area, ATV Park, camping, and fishing.

ii. Proposed Project | Project Goals | Beneficiaries

Building on an already strong community foundation the City of Cambridge is seeking to build a Community Building for the citizens and visitors of Cambridge. The new facility will relocate the City Library and City Hall facilities into a building with large functional space that can be used for community events, private rentals (weddings, receptions, and other events), as well as, provide additional space for City functions including Library programing and community meetings.

The City is perfectly situated for continued development including growth in housing and commercial businesses. Located between Ames and Ankeny which is one of the fastest growing areas in Iowa and the Midwest, Cambridge can leverage their existing cultural and recreational assets with a new state of the art community building to create a highly desirable residential community.

Over the past several years the City has focused on improving and developing an infrastructure system that can support the current population as well as additional growth. Those projects, now complete, have the potential to support a significant increase in population. Cambridge also has a state of the art communications system with fiber running directly to all of the homes within the community.

In addition to their connected and modern infrastructure the City has active recreation and cultural assets and programs including:

- ❖ High Quality Educational System – Students living in Cambridge are part of the Ballard School System. Students in grades three to five attend school in Cambridge in a newly constructed elementary school. Growth is happening as shown by a 33% increase in enrollment since 2002.

- ❖ Heart of Iowa Bike Trail – The Heart of Iowa Bike Trail runs from Slater, Iowa to Melbourne, Iowa through Cambridge. The trail features limestone and grass trails perfect for hiking and biking as well as equestrian riding. In the winter months, the trail can be used for snowmobiles.
- ❖ City Park – Cambridge recently completed the development of a new park on the City's north side. The new park facility features a fishing pond on 13 total acres; as well as, an outdoor recreation learning area, walking trails, picnic areas, primitive campsites and an outdoor classroom.
- ❖ ATV Park – Also available within the community is a 30-acre ATV Park complete with kids' area, an MX area, flat track, and wooded trails. The facility is used for side by side units, ATVs, and dirt bikes.
- ❖ Cambridge Public Library – The Cambridge Public Library is a Tier 2 accredited library in Iowa and is a focal point for the community providing learning and recreational activities for kids and adults alike from celebrity story time featuring community leaders, to programs featuring magicians, storytellers, and animals, to adult knitting groups and book clubs.

Beneficiaries of the project will include members of the Cambridge, Iowa community who attend community festivals and events that will be held at the new Community Building, patrons of the Cambridge Library (currently over 250 families frequent the library) and various groups who will rent the community room for their events and their attendees. In addition, the project will stimulate the local and regional economy and help local businesses prosper.

City leaders anticipate a high demand for rental space based on surveys of surrounding community's rental spaces. Many of the available rental spaces in the region are booked at least a year in advance, having additional space will benefit not only the community of Cambridge but the surrounding area as well including the communities of Huxley, Elkhart, Slater, Kelly, Ankeny, and Ames.

Finally, smaller civic minded groups would be able to utilize the facility for their regular meetings and special events. These groups might include 4H Clubs, Boy Scouts, church groups, United Way, and senior citizens.

With the population of Des Moines growing to the North, the existing recreational assets, and a new community center such as the one proposed, Cambridge is ideally situated to take advantage of the regional growth trends to grow and enhance their community.

iii. Project Timeline

Design of the project is complete and the City is letting bids for the project on February 2, 2017. Pending a grant award, bids can be accepted and work can begin immediately on construction of the project.

Work on the project is anticipated to take eight to ten months to complete.

iv. Benchmarks | Measuring and Evaluation of Project Results

The City of Cambridge has the following Benchmarks for the proposed projects:

1. Create additional opportunities for infill development resulting in development of new commercial businesses within the City.

Construction of the new Community Center will open two buildings within downtown Cambridge that the City can market for new commercial development. In the past few years the City has seen interest in commercial businesses locating in the City including a fitness center and antique store. Due to the lack of available space the City has not been able to take advantage of those opportunities.

Once the Community Center is developed the City plans to market and sell the buildings currently occupied by the Library and City Hall for new commercial development.

The goal will be measured by the successful sale and development of those two properties into commercial businesses supporting the community.

2. Increase cultural and recreational opportunities for families and visitors to Cambridge.

The development of the Cambridge Community Center will enhance the ability to achieve several benchmarks for recreational and cultural opportunities including the following:

- i. Increase the accessibility of Cambridge Public Library. The library is currently open 20 hours per week. Once the Library facility is moved into the Community Center building the Library Board of Trustees would like to increase the hours of operation to be more accessible for the public. In addition, the library will enhance its online services that will provide additional functionality and access to services 24 hours per day 365 days a week over the internet. These services include access to an online catalog, ability to reserve books, and an e-book and audio book service.
- ii. Increase the number and variety of programs offered at the library. While the library currently offers a wide variety of programs, having additional space available along with kitchen facilities can increase the variety and number of programs offered. Some examples of programming enhancements include STEM and science programs in partnership with Iowa State University and Blank Park Zoo, cooking and cake decorating classes in partnership with Hy-Vee, and craft projects for school age kids.

3. Provide enhanced community services for those in need within the community including low to moderate income and senior populations.

Construction of the new Community Center will provide space for enhanced community outreach services including expansion of the community food bank and recreational and social functions for the senior population.

Three key objectives will be measurable outcomes for this goal:

A. Relocation of the existing Food Bank service from the basement of a church to the new Community Center. The City believes that this move will achieve three things:

- i. Enhance accessibility by providing an ADA accessible location for individuals and families to receive food bank services.
- ii. Provide more efficient services and better confidentiality for clients of the food bank.
- iii. Increase the amount of people served by the food bank.

B. Creation of a senior congregate meal program. The community has a desire to develop a congregate meal program for seniors in the community. The construction of the Community Center will provide space in which this program can be developed.

C. Expand the Cambridge United Methodist Church Backpack Buddy Program for kids. The community would like to be able to expand the backpack buddy program that provides food for kids in need. With this program a backpack is filled with food donations and handed out to kids in the community who are in need. The new Community Building will provide the needed space for this program to be expanded to help more youth in the area as well as potentially provide a noon meal for kids on a regular basis during the summer months.

4. Increase the level of accreditation for the Cambridge Public Library from a Tier 2 library to a Tier 3 or Tier 4 library (Tier 4 is the highest level).

Construction of the new facility will ensure that the Library can achieve the Tier 3 level and potentially the Tier 4 level. The current Library is not ADA accessible which is a major component of the Tier 3 criteria. Additionally, the additional space provided by the community room and increased space dedicated to the library will allow for increased services to be provided including additional access to computers (increase from the current two workstations to four), an increase in programing options due to larger space available and a full kitchen for programs such as cake decorating classes and

STEM projects in partnership with Hy-Vee, Blank Park Zoo, and Iowa State University.

5. Have the Community Building become the center of activity for the community of Cambridge and the region.

The City's mission is centered on providing quality services to its residents in a fiscally responsible manner. The development of a single building that provides several community resources including City services, public library, food pantry, rental space, and adult and youth programming will become a focal point for the community while enhancing the overall quality of life aspects for residents and visitors.

6. Provide room for needed expansion of the City's Fire Department. The current building which is used as a community building is located adjacent to the City's Fire Department. With the development of the new Community Center the existing community building can be renovated to provide additional garage bays for fire equipment.

v. Plans for Sustainability

As a main focal point for the City the new Community Building's long term viability is a major point of emphasis for the City. With the Cambridge Library and City Hall located under the same roof, staffing and care for the facility will be achievable. The City desires the facility to have a lasting impact for current Cambridge residents and future generations of the region.

The new facility will utilize the most current technologies including some sustainable elements such as LED lighting, heat pump system for heating and cooling needs, and low flow water faucets. The energy use of the building will be significantly lower than the combined usage of the two separate facilities for the library and city hall due to more efficient construction.

The City's operating budget will cover the cost of operations for the entire facility and rental fees for use of the large community room will help support additional cleaning and maintenance of that space.

As designed, combined with care and maintenance, the Cambridge Community Building will become a lasting cornerstone and gathering place for the City and region for the next 100+ years

vi. Project Funding

The majority of the funding for this project will come in the form of an 8 year term loan of \$1,400,000.

Grants have been received as follows:
Story County various grants \$116,000

Union Pacific	\$15,000
Kinney Lindstrom Foundation	\$5000
Ripple effect grant/ Huxley Communications	\$10,000
TIF expenditures 2017/2018	\$260,000
General Fund expenditures 2018	\$185,530

vii. Photos & Renderings



Figure 1 Architectural Elevations



Figure 2 East Elevation



Figure 3. Architectural Floor Plan

B. LEGACY GRANT PROJECT BUDGET

Please see the attached Prairie Meadows Legacy Grant Project Budget Worksheet.

C. BIDS AND/OR PRICE QUOTES

FEH Design has developed a construction cost estimate based on their current design of \$1,922,365. A breakdown of these costs includes the following major categories (a more detailed version of the costs is provided on the attached Legacy Grant Project Budget).

General Construction	\$995,315
Equipment, Finishes, Furnishings	\$65,279
Fire Suppression	\$23,700
Plumbing, Heating & Cooling	\$190,725
Electrical and Communications	\$140,513
Utilities	\$104,330
Construction Management	\$93,500
Contingency	\$109,168
Total Hard Construction	\$1,722,530

In addition, the City will have following project costs:

Architectural Design Fees	\$210,000
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Soil Testing	\$15,000
Bonding, Legal, and Administration	\$44,000
Total Related Costs	\$269,000

Total project costs are \$1,991,530.00

D. CURRENT OPERATING BUDGET

The current operating budget includes the general operation of City Hall, the public library, and current community building. The existing facilities are old and not efficient in terms of operation. The City projects that there will be a minimal operational increase even with a larger all-in-one facility and that rental income from the Community Center portion of the building will cover any increase in operational costs.

Operational Budget Based on Fiscal Year 2017 City Budget

Library Services Operations	\$25,350
Mayor, Council Operations	\$24,730
Clerk, Treasure Operations	\$30,070
City Hall Building Operations	\$7,850
Total Current Operations	\$88,000.00

E. BOARD OF DIRECTORS, PROJECT COMMITTEE & STAFF

The following community leaders are directly involved in the implementation of the project:

City of Cambridge Board of Directors and Staff

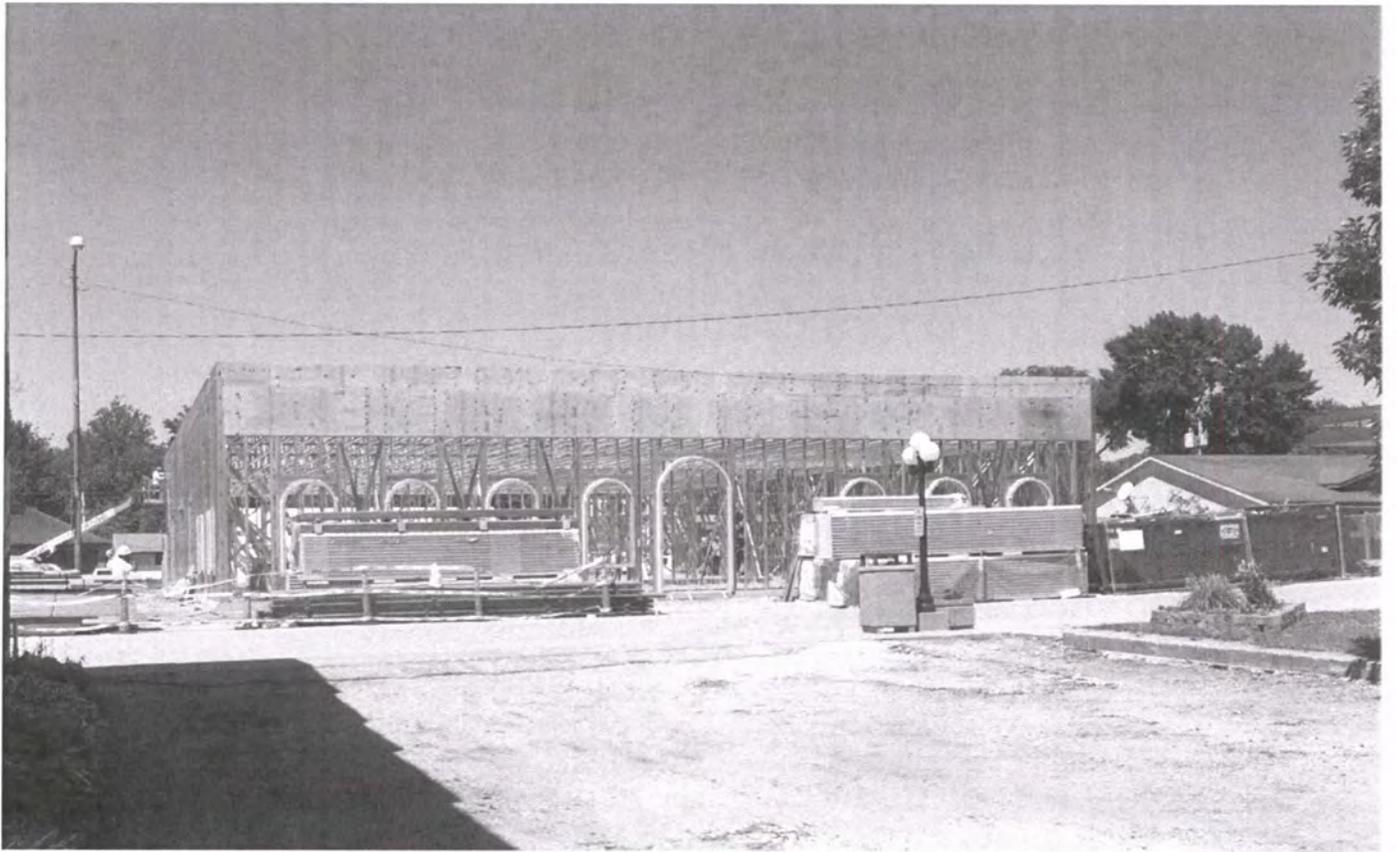
Scott DeYoung, Mayor, City of Cambridge
 Dave Thom, City Council, City of Cambridge
 Dan Mortensen, City Council, City of Cambridge
 Steven Kovarik, City Council, City of Cambridge
 Zach Pelz, City Council, City of Cambridge
 Tricia Todd, City Council, City of Cambridge

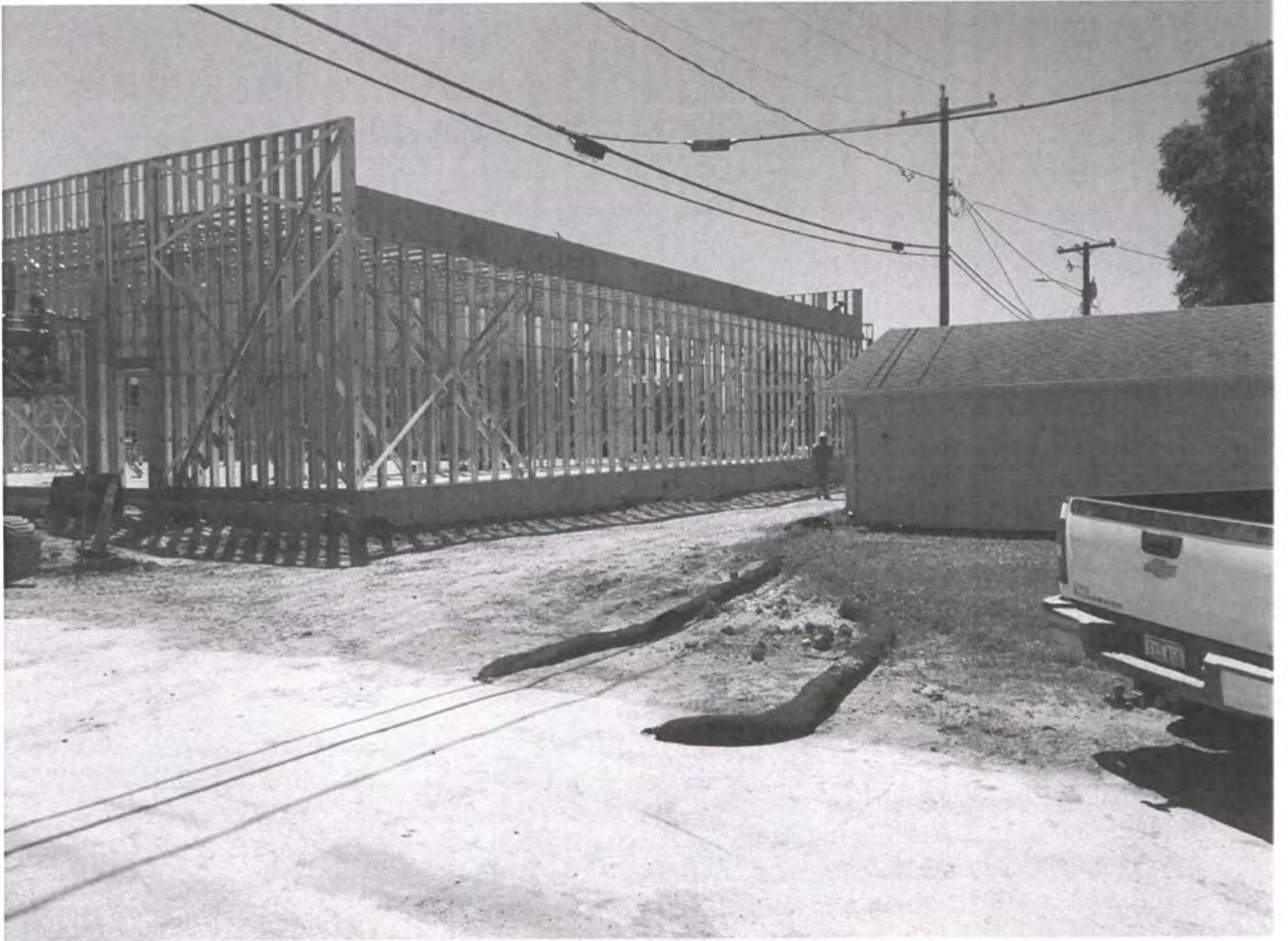
Deb Thompson, City Clerk, City of Cambridge

Cambridge Public Library Trustees and Staff

Mark Lewis, President, Cambridge Library Board of Trustees
 Wendy Dubberke, Secretary, Cambridge Library Board of Trustees
 Crystal Hughes, Treasurer, Cambridge Library Board of Trustees
 Ruth Purvis, Cambridge Library Board of Trustees
 Angie Fleenor, Cambridge Library Board of Trustees

Janet Thorson, Library Director, Cambridge Public Library





Urban Renewal Area Project Application
2017 Application Process
Due Date – June 6, 2017



Date: June 1, 2017

Name of Applicant: City of Gilbert

Applicant* Contact Information:

105 S.E. Second Street P.O. Box 29, Gilbert 50105

Phone: (515) 233-2670

Email: Sonia@cityofgilbertiowa.org

Project Description

Location of Project (including Parcel Identification Number(s) if available) Main St. to 2nd St.

Project Description:

Main St. paving and utility reconstruction from Mathews Dr. to 545' north of 2nd St.

Main St. is a farm-to-market road going through the heart of our business district. The road is crumbling and requires total reconstruction to increase safety. This project will also improve the sidewalks to businesses, making them more handicap accessible.

Project Cost

Required Match Guidelines. It is expected that applicants identify a match of 25% of the total project costs. In the space below, please provide proposed project costs and identify potential matching funds.

Estimated total costs - \$1,780,400.22. The City plans to use a debt service levy to cover the majority of the costs. Remaining funds may be covered through a special assessment to businesses.

Please attach any additional information that will help the Board of Supervisors to understand the scope and nature of the project including any drawings of the proposed project.

Certification by Applicant: To the best of my knowledge and belief, the information herein is true and correct.

Jonathan C. Papp
Signature by Chief Elected Official

01 June 17
Date

*All correspondences and notices will be forwarded to the individual noted as the "applicant" above.

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Main Street Paving and Utility Reconstruction

From Mathews Drive to 545' north of 2nd Street

City of Gilbert, Iowa

April 6, 2015

Concept Level Construction Cost

FOX PN 8685-15A



ITEM NO.	DESCRIPTION	UNITS	QUANTITY	Engineer's Opinion of Probable Cost	
				UNIT PRICE	TOTAL PRICE
DIVISION 1 - GENERAL PROVISIONS AND COVENANTS					\$47,500.00
1.1	Mobilization	LS	1	\$30,000.00	\$30,000.00
1.2	Traffic Control & Staging	LS	1	\$15,000.00	\$15,000.00
1.3	Business Information Signage	LS	1	\$1,500.00	\$1,500.00
1.4	Removals, Miscellaneous	LS	1	\$1,000.00	\$1,000.00
DIVISION 2 - EARTHWORK					\$79,332.00
2.1	Topsoil, Strip, Salvage and Repead	CY	400	\$20.00	\$8,000.00
2.2	Excavation, Class 10	CY	1500	\$10.00	\$15,000.00
2.3	Subgrade Preparation, 6-inch	SY	6462	\$2.00	\$12,924.00
2.4	Modified Subbase, 6-inch	SY	5568	\$6.00	\$33,408.00
2.5	Temporary Rock	TON	100	\$25.00	\$2,500.00
2.6	Removal of Structure, Existing Storm Sewer Structure	EA	5	\$500.00	\$2,500.00
2.7	Earthwork Compaction Testing	LS	1	\$5,000.00	\$5,000.00
DIVISION 3 - TRENCH & TRENCHLESS CONSTRUCTION					\$27,000.00
3.1	Trench Foundation	TON	500	\$20.00	\$10,000.00
3.2	Casing Pipe w/o Carrier, 36-inch	LF	80	\$150.00	\$12,000.00
3.3	Trench Compaction Testing	LS	1	\$5,000.00	\$5,000.00
DIVISION 4 - SEWERS AND DRAINS					\$744,070.00
4.1	Subdrain, Longitudinal, 6-inch Diameter	LF	1090	\$10.00	\$10,900.00
4.2	Subdrain, Longitudinal, 8-inch Diameter	LF	880	\$15.00	\$13,200.00
4.3	Subdrain, Cleanout, 8-inch Diameter	EA	4	\$500.00	\$2,000.00
4.4	Storm Sewer Service, 4-inch	EA	15	\$800.00	\$12,000.00
4.5	Storm Sewer Pipe, 15-Inch	LF	26	\$45.00	\$1,170.00
4.6	Storm Sewer Pipe, 18-Inch	LF	436	\$50.00	\$21,800.00
4.7	Storm Sewer Pipe, 24-Inch	LF	550	\$60.00	\$33,000.00
4.8	Storm Sewer Pipe, 60-Inch	LF	2600	\$250.00	\$650,000.00
DIVISION 5 - WATER MAINS AND APPURTENANCES					\$119,000.00
5.1	Connection to Existing Water Main	EA	5	\$1,500.00	\$7,500.00
5.2	Water Main, 8-Inch	LF	1700	\$35.00	\$59,500.00
5.3	Water Valve, 8-inch	EA	3	\$1,500.00	\$4,500.00
5.4	Remove and Salvage Fire Hydrant	EA	2	\$250.00	\$500.00
5.5	Water Service, 1"	EA	15	\$2,000.00	\$30,000.00
5.6	Fire Hydrant Assembly	EA	4	\$3,500.00	\$14,000.00
5.7	Water Main Testing	LS	1	\$3,000.00	\$3,000.00
DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWERS					\$56,500.00
6.1	Intake, Storm Sewer, SW-501	EA	3	\$3,000.00	\$9,000.00
6.2	Intake, Storm Sewer, SW-503	EA	3	\$3,500.00	\$10,500.00
6.3	Manhole, Storm Sewer, SW-401, 48-inch	EA	3	\$3,000.00	\$9,000.00
6.4	Manhole, Storm Sewer, Precast Tee, 48-inch	EA	7	\$4,000.00	\$28,000.00
DIVISION 7 - STREETS AND RELATED WORK					\$323,429.00
7.1	Removal and Disposition of Pavement	SY	7310	\$10.00	\$73,100.00
7.2	Paving, Mainline, 7-inch PCC	SY	5568	\$38.00	\$211,584.00
7.3	PCC Samples and Testing	LS	1	\$2,500.00	\$2,500.00
7.4	Signing	LS	1	\$1,500.00	\$1,500.00
7.5	Painted Pavement Marking, Waterborne or Solvent-Based	LS	1	\$130.00	\$130.00
7.6	Paving, PCC, Sidewalk	SY	893	\$35.00	\$31,255.00
7.7	Detectable Warning - Curb Ramp	SF	112	\$30.00	\$3,360.00
DIVISION 8 - TRAFFIC SIGNALS - NOT USED					
DIVISION 9 - SITE WORK AND LANDSCAPING					\$10,600.00
9.1	Hydraulic Seeding, Type 1	AC	4	\$1,000.00	\$4,000.00
9.2	Erosion Control Mulch	AC	4	\$500.00	\$2,000.00
9.3	Silt Fence, Install & Remove	LF	1000	\$4.00	\$4,000.00
9.4	Intake Protection, Drop-in	EA	6	\$100.00	\$600.00
CONSTRUCTION SUB-TOTAL					\$1,407,431.00
CONSTRUCTION CONTINGENCY (10%)					\$140,743.10
ENGINEERING, ADMIN, LEGAL (15%)					\$232,226.12
TOTAL					\$1,780,400.22

Urban Renewal Area Project Application
2017 Application Process
Due Date – June 6, 2017



Date: 6/6/2017

Name of Applicant: City of Stater

Applicant* Contact Information:

Kimberly Dawkins - City Administrator / Clerk

Phone: 515-635-2531

Email: cityofstater@huxesmm.net

Project Description

Location of Project (including Parcel Identification Number(s) if available) North and South side of Main Street - from Story St to Marshall St (see attached map)
Project Description:

Main Street Revitalization: a continuation of previous efforts to implement decorative sidewalk, replace parking, add decorative lighting with street banners reflecting the City's logo. This project consists of approximately 1108 feet of sidewalk and parking with handicapped accessibility; and the placement of 6 vintage lamp posts. This request would complete the City's efforts on Main Street.

Project Cost

Required Match Guidelines. It is expected that applicants identify a match of 25% of the total project costs. In the space below, please provide proposed project costs and identify potential matching funds.

Total Cost = \$124,000⁰⁰
Requesting = \$94,500⁰⁰

Please attach any additional information that will help the Board of Supervisors to understand the scope and nature of the project including any drawings of the proposed project.

Certification by Applicant: To the best of my knowledge and belief, the information herein is true and correct.

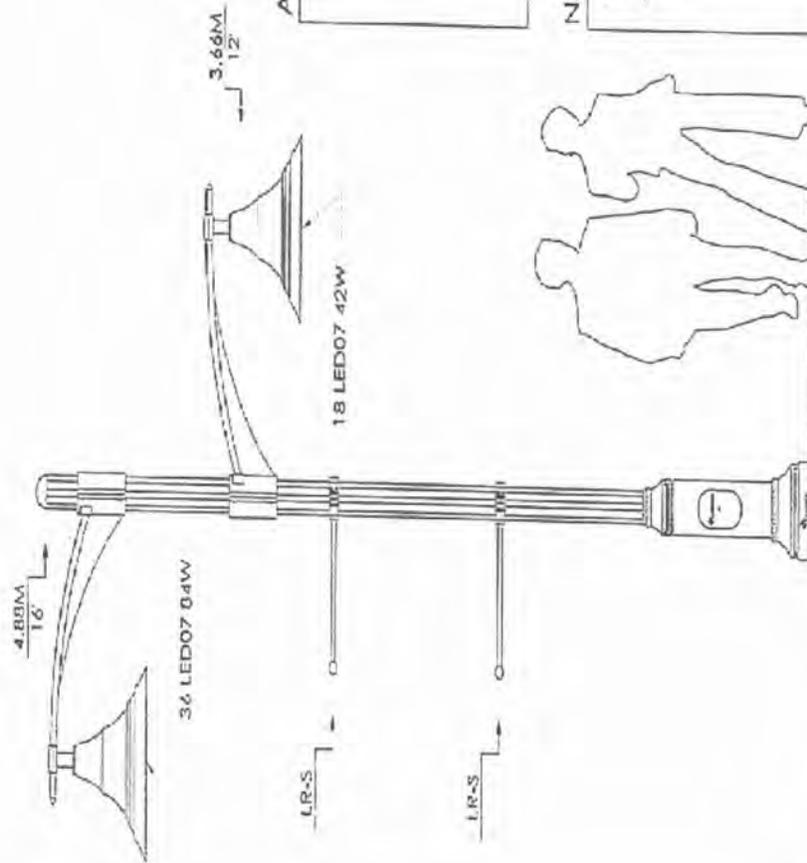
Gary Halverson
Signature by Chief Elected Official

6-6-17
Date

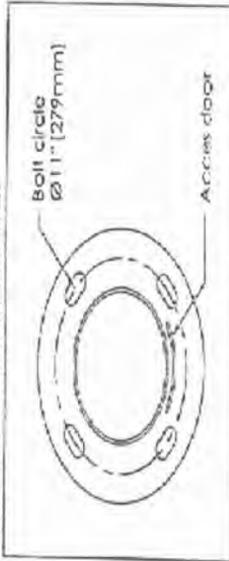
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LS-14813



ANCHOR BASE PLATE:



NOTE:

C/W :

-(LR-S(2)) Two single banner arm.

Lumca reserves the right to modify the elements on this technical data sheet without prior notice

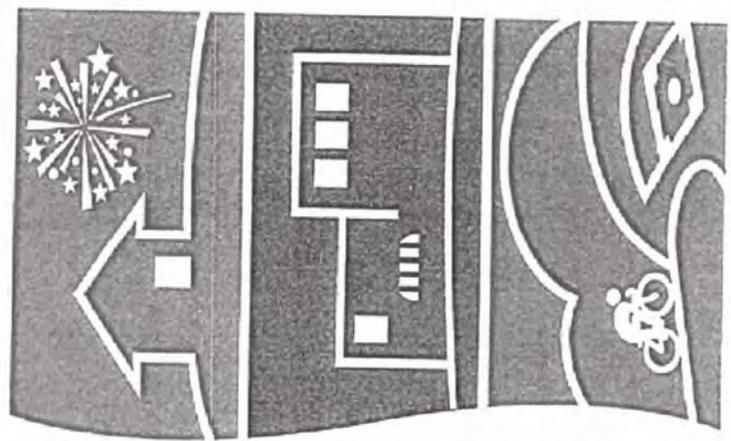
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LUMCA INC 2645-A WATT QUÉBEC TEL : 418-650-1093 FAX : 418-650-1096 www.lumca.com — lumca@lumca.com		S.A.L. : PL85-D16 M1A-CF41 CPI 0405 36 LED07 84W 40K L3 120 M1A-CF41 CPL0405 18 LED07 42W 40K L3 120 SG LR-S(2)		DATE: 15/08/05	

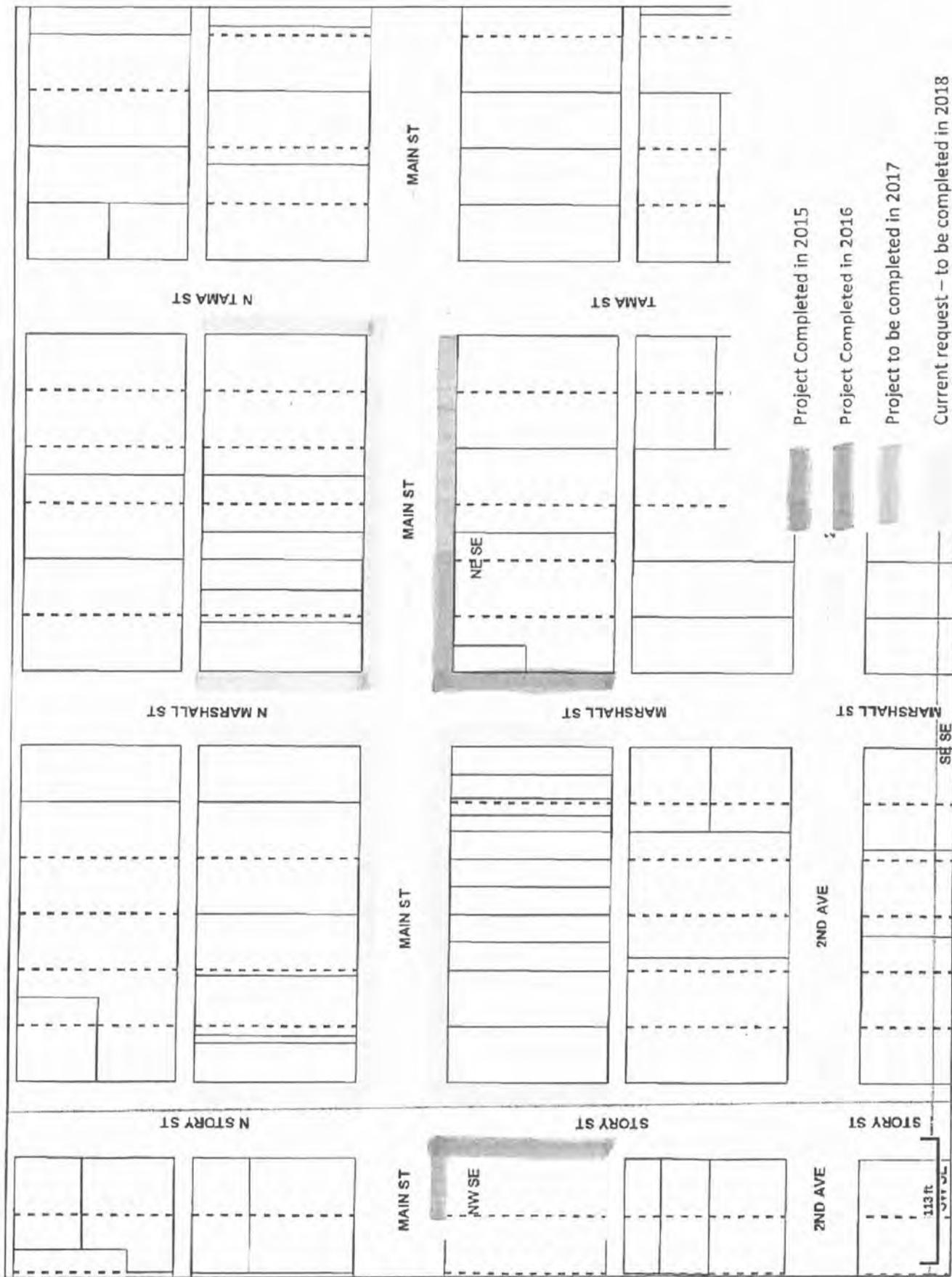
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lumca

SMALL TOWN, BIG COMMUNITY

SLATER





Project Completed in 2015

Project Completed in 2016

Project to be completed in 2017

Current request - to be completed in 2018

113 ft

N TAMA ST

TAMA ST

N MARSHALL ST

MARSHALL ST

MARSHALL ST

N STORY ST

STORY ST

STORY ST

MAIN ST

MAIN ST

MAIN ST

MAIN ST

2ND AVE

2ND AVE

NE SE

NW SE

SE SE

SW SW

Urban Renewal Area Project Application
2017 Application Process
Due Date – June 6, 2017



Date: **March 25, 2017**

Name of Applicant: **City of Story City & The Greater Chamber Connection**

Applicant* Contact Information:

Abby Huff, Greater Chamber Connection Executive Director

Phone: **515.733.4214**

Email: **director@storycitygcc.com**

Project Description

Location of Project (including Parcel Identification Number(s) if available) **Downtown Story City**

Project Description: **Downtown Story City is located on Broad Street (the city's main thoroughfare) between I-35 and Hwy 69. It is located between to split boulevards. Downtown is Story City's main business district with retail, restaurants, and service businesses as well as City Hall, the Library and the Historic Story Theater. Downtown Story City is also a Main Street Iowa Community and a TIF District.**

The proposed improvements include: 1) Boulevard Gateway Signage that were designed by Main Street Iowa 2) New Benches and Trash Receptacles to replace the existing which have rusted and faded 3) Add bike racks which have never been a part of downtown 4) Building lights that can be used all year round to enhance the downtown district at night 5) History plaques giving the community and visitors background of our unique downtown.

The primary purpose of this project is to: 1) Entice visitors and community members to travel downtown off the Highway and Interstate. 2) Create a more welcoming and friendly environment for the community.

Main Street Iowa did a First Impressions with Story City and these were items addressed by those outside of the community.

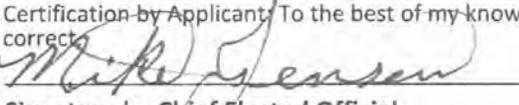
Required Match Guidelines. It is expected that applicants identify a match of 25% of the total project costs. In the space below, please provide proposed

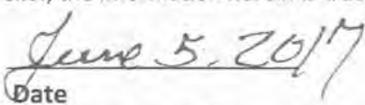
Project Cost: Total Project cost is \$101,000 We are requesting \$75,750 with the remaining funds coming from The City of Story City, The Story City Municipal Electric, other Grants, and money raised through fundraisers.

Attached Items:

- 1) Boulevard Gateway Signage drawings and Location Map
- 2) Spec sheets
- 3) Building Lights
- 4) Cost Breakdown

Certification by Applicant: To the best of my knowledge and belief, the information herein is true and correct.


Signature by Chief Elected Official


Date

**All correspondences and notices will be forwarded to the individual noted as the "applicant" above.*

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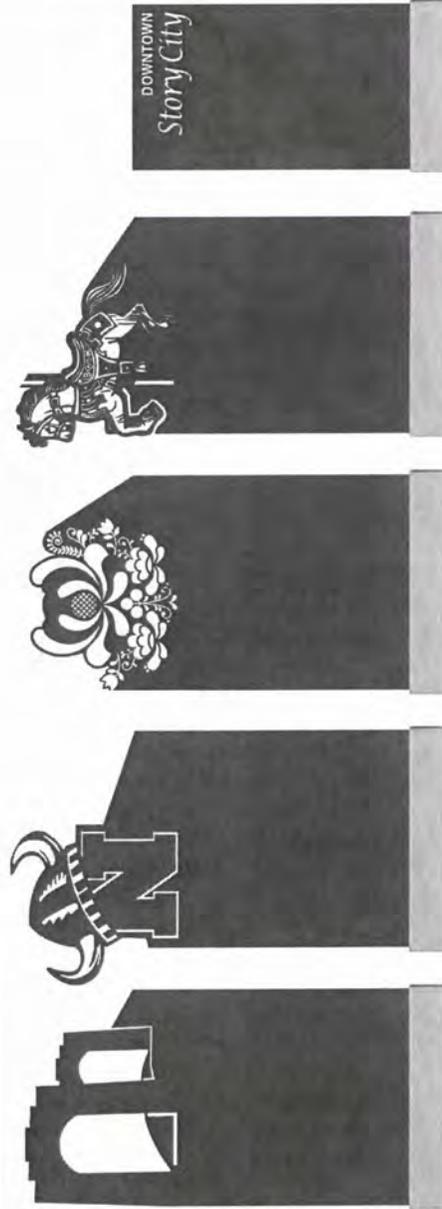
Proposed



Existing

Notes:

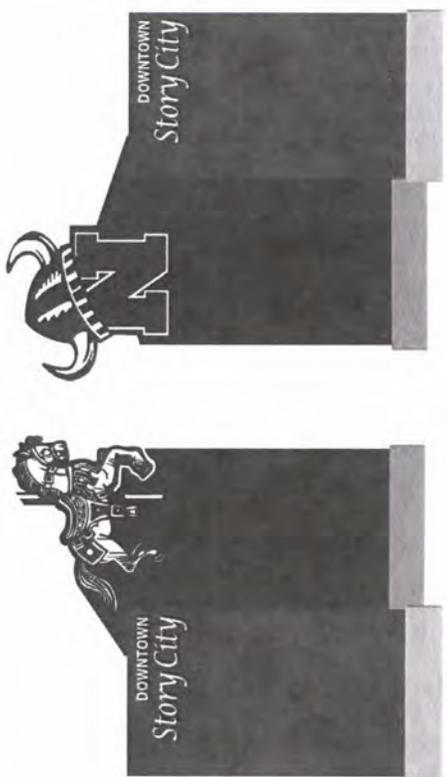
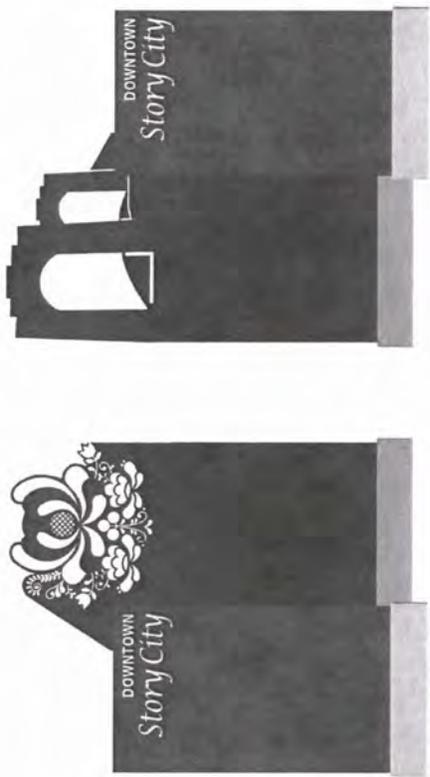
- > This drawing proposes a collection of boulevard gateway signage panels to signify the entrance to downtown Story City.
- > Simple metal cut panels are shown here, each with a different symbol that is representative of Story City. For conceptual purposes, the carousel, arch bridge, rosemaling, and norsemen are represented here, though exact designs should be selected by the community and designed by the sign/metal artist.
- > Each cut panel is paired with a 'Downtown Story City' panel to create more of a pronounced entry as shown at left. The Story City font matches that used in the community wide gateway signage for continuity. Wording could be flat or 3-dimensional.
- > Uplight or backlight each panel for evening visibility.
- > Pair with native plantings as shown for a larger impact.



Conceptual Drawing Only



Boulevard Signage Locations (highlighted in orange)





Downtown Map Story City, Iowa

Note: The downtown beautification project will be located inside the arrowed area.



Avilla with back; round perforation (AVIII6C);
Pewter Vein seat. Stainless frame

AVILLA* COLLECTION

With the right curves in the right places, the Avilla Collection features a modern design that's perfect for metro settings. The sweeping curves of the arms curl back from the front of the casting for a visually appealing look. In models with backs, these arms stop short of the back, creating a static energy.

**Patent Pending*

Hoop Bike Rack



Price Per Unit
\$142.00

WE'LL BEAT ANY

Model: BR20

Configure Product

Frame Finish

Select the finish you want on the frames.

Thermo-Plastic Coating

Blue (U)

Material Options

Quantity

8

ADD TO QUOTE CART

Product Description

Series Overview

Model BR20 Hoop Bike Rack provides secure parking for two bikes of any size and style. All popular locking devices may be used.

The Hoop Rack can be installed singly or in groups, and lends itself to many creative installation patterns.

Specifications:

MATERIALS: Fabricated using 1/4" thick x 2-1/2" steel plate, with a 1/4" x 8" square steel base plate.

DIMENSIONS: 29" diameter x 34" tall.

INSTALLATION: Surface mount installation only (anchor bolts not included).

FINISH: Thermo-plastic coating in your choice of colors. See Material Options.

OPTIONAL: Model ANC1-4 set of (4) 1/2" dia. x 3" heavy duty screw anchors for concrete surface.



Bonnet Lid



Bonnet Lid with Ash



W: 27" D: 27" H: 33"-47 1/2"***
** varies with mounting and lid options



W: 25 1/2" D: 25 1/2" H: 15 3/4"

Receptacle with flat-top lid (TC3F33P) and Planter (PC7533P);
slat; Pewter Vein base; Pewter Vein lid*

Receptacle Lid Options:

Flat-Top, Bonnet or Ash Bonnet

Lid Material: 18-gauge Spun Steel

Base Material: Aluminum Casting

Mounting Options: Portable,

Surface-Mount or In-Ground

Finish Options: Powder Coat

Capacity: 30 Gallons



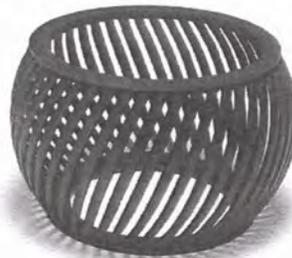
Bonnet Lid



Bonnet Lid with Ash



W: 27" D: 27" H: 33"-47 1/2"***
** varies with mounting and lid options



W: 25 1/2" D: 25 1/2" H: 15 3/4"

Receptacle with flat-top lid (TA3F33P) and Planter (PA7533P);
slat; Textured Bronze base; Textured Bronze lid*

Receptacle Lid Options:

Flat-Top, Bonnet or Ash Bonnet

Lid Material: 18-gauge Spun Steel

Base Material: Aluminum Casting

Mounting Options: Portable,

Surface-Mount or In-Ground

Finish Options: Powder Coat

Capacity: 30 Gallons

Material options on page 54. Color options on page 55.
Pricing is available on page 48.

CONTINUED ON NEXT PAGE ▶

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FOR THE MOST UP-TO-DATE PRODUCT LINE

HISTORY SIGN INSPIRATION

IOWA FALL, IA

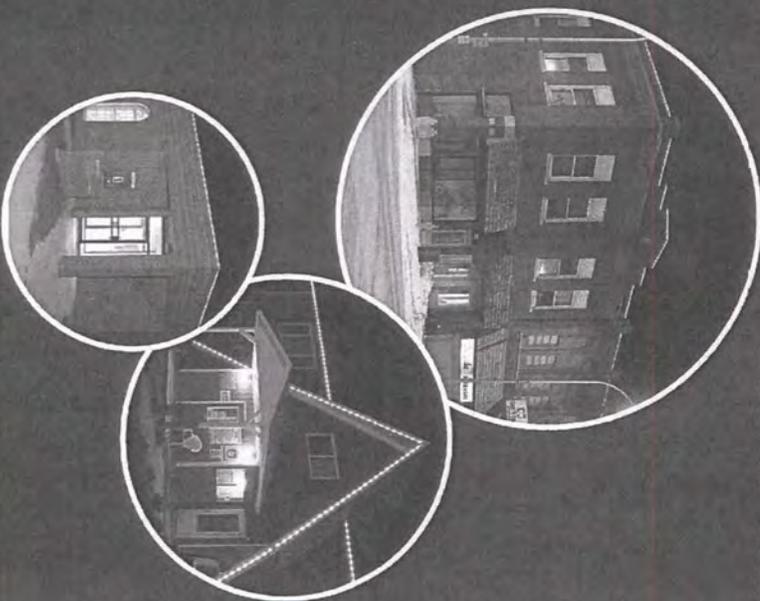


FEATURES AT A GLANCE:

- Extremely low energy consumption, only **10%** of normal incandescent holiday lighting
- LEDs are rated at 100,000 hours of service life. That's 10 years of constant use!
- Never hang or store your lights again
- Our pattern controller lets you choose the speed, pattern and color of your lights
- The unique rigid railing system matches your home's trim
- Attractive end caps and peak caps give a nice finished look
- Always stays straight and uniform, no sagging or drooping over time
- Virtually unnoticeable when not on
- Enhances the value of your home
- LEDs give off little to no heat and are extremely safe
- The ChannelBrite® LED Lighting System is covered by a full three year warranty

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USE AS WELL!**



**BRITE EQUITY
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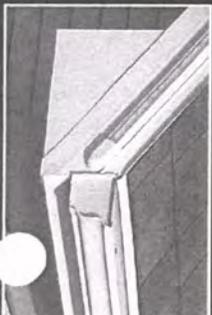
CHANNEL BRITE®
Permanent Outdoor LED Lighting Systems



CUSTOM



DISCREET



PERMANENT



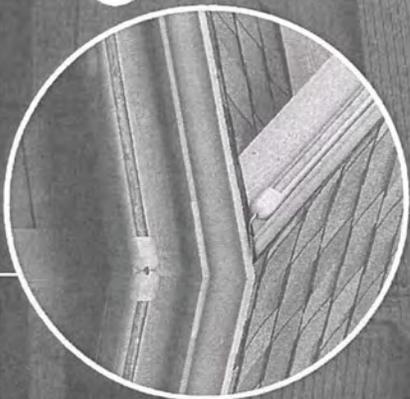
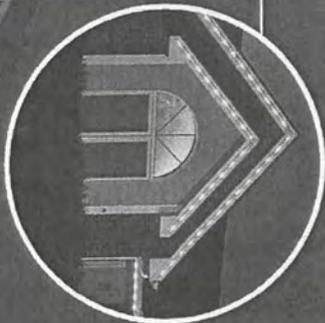
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CHANNEL BRITTE®

Permanent Outdoor LED Lighting Systems

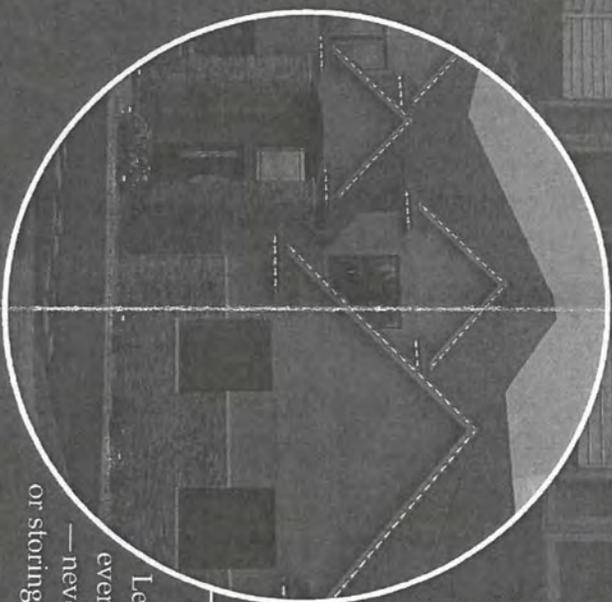
CUSTOM

Your system is cut to fit your home perfectly



DISCREET

Several colors of rail available to blend in perfectly with your home



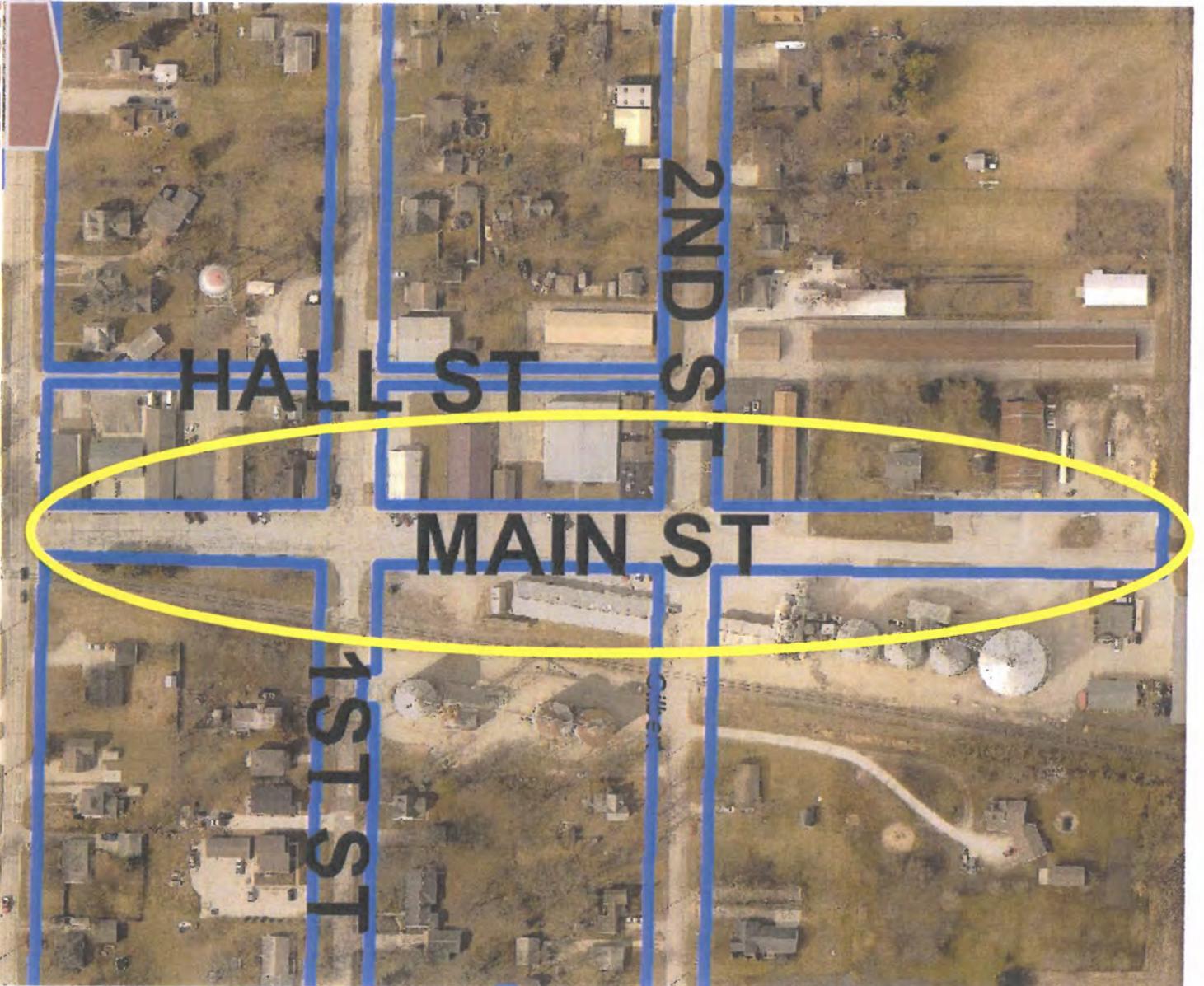
PERMANENT

Leave it up year round for every holiday and celebration — never worry about installing or storing lights again.

Downtown Beautifican Project - Story City , IA

Items	Cost	Quantity	Total Cost
Boulevard Signs	\$ 1,375.00	4	\$ 5,500.00
Benches	\$ 819.00	12	\$ 9,828.00
Trash Receptacles	\$ 971.00	16	\$ 15,536.00
Bike Racks	\$ 142.00	8	\$ 1,136.00
Yulefest Lights			\$ 65,000.00
History Plaques	\$ 1,000.00	4	\$ 4,000.00
Project Total			\$ 101,000.00

City of Gilbert



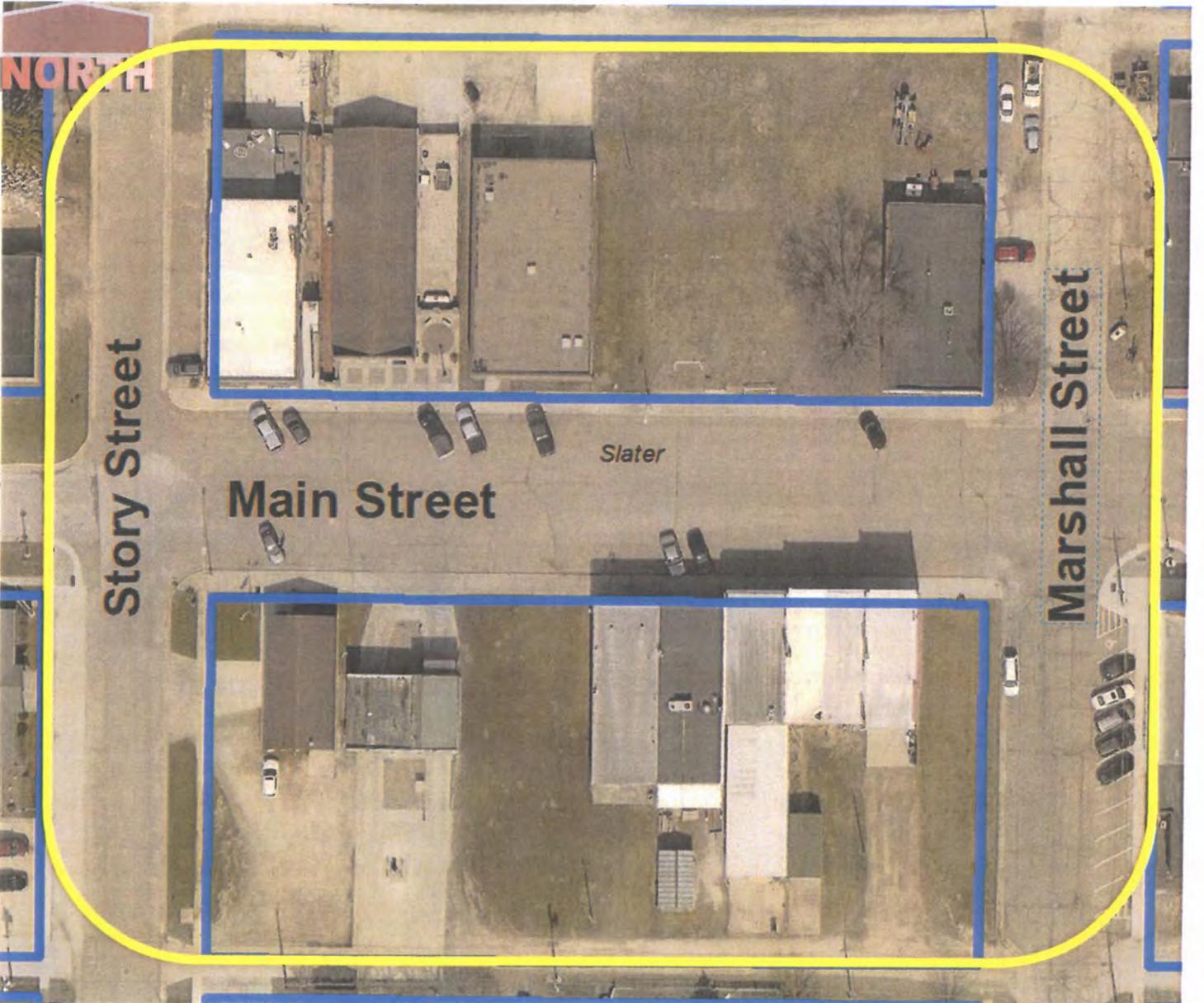
Project Request Main Street paving and utility reconstruction from Mathews Drive to 545 ' north of 2nd Street

Total Project Costs \$1,780,400.22

Amount Requested \$58,100

This amount will cover the General Provisions & Covenants estimated of \$47,500.00 and the Site Work and Landscaping estimated cost of \$10,600.00. The details of each are included in the attached Main Street Paving and Utility Reconstruction Concept Cost Sheet provided by Fox Engineering.

City of Slater



Project Request Main Street Revitalization — north and south side of Main Street from Story Street to Marshall Street

Total Project Costs \$126,000

Amount Requested \$94,500

This is a continuation of previous efforts to implement decorative sidewalk, replace parking, add decorative lighting with street banners reflecting the City's logo. This project consists of approximately 1168 feet of sidewalk and parking with handicapped accessibility; and the placement of 6 vintage lamp posts. This request would complete the City's efforts on Main Street.

City of Story City and The Greater Chamber Connection



Project Request

Proposed improvements: 1) Boulevard Gateway Signage; 2) New benches and trash receptacles; 3) Addition of bike racks; 4) Building lights; 5) History plaques.

Total Project Costs

\$101,000

Amount Requested

\$75,750

Primary purpose of the project is to: 1) Entice visitors and community members to travel to downtown off the Highway and Interstate; 2) Create a more welcoming and friendly environment for the community.

NORTH

City of Cambridge



Project Request

Utility Re-Location

Total Project Costs

\$1,991,530*

*Total project costs for construction of Community Building

Amount Requested

\$45,000

Request is to relocate utilities as part of the Community Building construction.

Iowa Highwater Sign Initiative

High water signs in prominent community locations build local awareness of flood risk and encourage the public to be risk ready

FREE SIGNS

We are looking for locations throughout the state of Iowa to place signs, and provide information on historic flooding via web content. These signs will serve as a physical reminder of a community's flood risk and history of flooding.

EASY APPLICATION PROCESS

1. Identify an appropriate location for a sign in your community. Ideal locations are public areas where historic flooding has occurred and could include CRS communities, flood protection projects, greenways, etc.
2. Nominate your location using the attached sheet by identifying points of contact for the necessary information.
3. Signs will be provided to the communities for installation - Signs are 18"x24" aluminum with UV coating. (similar to typical road signs)
4. Community will install the signs and provide a photograph to the project team.

Use the below form to provide information to the selection committee by ~~XXXXXX~~th. The completed form can be returned to tony.d.krause@usace.army.mil via email.



Sign Example



APPROVED **DENIED**
Board Member Initials: JKS
Meeting Date: 6-20-17
Follow-up action: _____

Community Contact Information

Name, Title

Phone Number

Email

Historic Information Contact (Community History or Photos)

Name, Title

Phone Number

Email

Installation Contact

Name, Title

Phone Number

Email

Shipping Address

Location Information

Community Name:

Does the community participate in the NFIP
Community Rating System (CRS) program?

YES

NO

Proposed sign location

Example: On the North side of the City Office Building located at 7th and Adams.

Public interaction with location:

Example: Oak Park is the main community park and is used for numerous social gatherings.

Sign Content: The sign will likely have two sections. One related to information on a historic flood the other providing historic imagery and a link to more information.

Draft Content for historic information

Example 1: On May 26, 2011 rising water from the Missouri River closed N.P. Dodge Park. The marina reopened in 2012. In 2013, crews finished rebuilding the park pavilion. The reconstruction included elevating the caretaker facility 5 feet above ground level to avoid future flood damage.

Example 2: We had a flood in 1951 that washed out the road.

Are there existing historic photos or stories that can be used? If so, please discuss.

Would the community be willing to conduct an unveiling ceremony or school-age outreach activities with the sign unveiling? Please discuss.

How would this sign assist in communicating and reducing risk in your community?



2016 Cedar Rapids Flooding



2011 Missouri River Flooding



Story County Planning and Development
Administration Building
900 6th Street, Nevada, Iowa 50201

Ph. 515-382-7245 Fax 515-382-7294
www.storycountyiaowa.gov

APPROVED

DENIED

Board Member Initials: MS

Meeting Date: 6-20-17

Follow-up action: _____

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Jerry L. Moore, Planning and Development Director
RE: Kurt Friedrich (Friedrich Land Development Company) request to submit an Ames Urban Fringe Plan Land Use Framework Map Amendment Application
DATE: June 15, 2017

Kurt Friedrich requested the Ames City Council to consider an Ames Urban Fringe Plan (AUPF) Land Use Framework Map amendment from the Rural Urban Transition Area, sub category Priority Transitional Residential to Urban Service Area and sub category Urban Residential to allow him to develop the approximate 100 plus acres (3 separate parcels) he acquired located west of George Washington Carver and south of Cameron School Road into varying densities of residential and commercial development. Part of the property is designated Natural Areas. These properties are contiguous however just outside of the City's North Growth Area. The Ames City Council supported Mr. Friedrich's request to submit a formal AUPF Land Use Framework Map Amendment application at their May 9, 2017 meeting.

According to the AUPF, Priority Transitional Residential provides for an orderly and efficient transition between existing or future urban areas and rural unincorporated areas. It includes single-family residential developments with minimum average net densities of 3.75 units per area. Urban Residential designated areas are reserved for future city growth. These areas are annexed and developed at urban density with urban infrastructure standards.

Ames Planning and Housing Department staff consulted with the Story County Planning and Development staff about the request on Friday, June 9, 2017. Based on the Ames Planning and Housing Department's review and consideration of Mr. Friedrich's request, they are proposing that the City Council also consider including the Borgmeyer property (Priority Transitional Residential), the Ames Golf and Country Club (Parks and Recreation) and The Irons (Rural Transitional Residential) in the requested amendment. The Planning and Housing Department staff propose amending the land use designations of these properties to Urban Residential, similar to Mr. Friedrich's request to support annexation of all of these properties.

The questions for all participants (Ames, Gilbert and Story County) of the AUPF to consider is whether to allow the map amendment to allow annexation of the Friedrich properties since the properties are located outside of the North and Northwest Allowable Growth Areas or continue to support the Priority Transitional Residential designation. Secondly, if the map amendment is supported what would the infrastructure needs be to provide urban development in the area.

In accordance with the policy identified in the 28E Agreement of the AUPF, the first step in considering changes to the AUPF is whether a majority of the participants support allowing the applicant to submit a



PLEASE RECYCLE



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

formal AUPF Map amendment for consideration. **Therefore, the issue currently before the Story County Board of Supervisors is whether the Board supports allowing Mr. Friedrich to submit a formal AUPF Map amendment application for the three participants to consider. This may be accomplished by a motion.** A majority support of the three participants is required to allow Mr. Friedrich to submit a formal AUPF Map amendment application. The actual AUPF Map amendment requires the support of all three participants for it to be approved and the AUPF Land Use Framework Map to be changed. Additional background information is provided on the Agenda Center from the Ames Planning and Housing Department staff regarding this request.



PLEASE RECYCLE



CITY OF
Ames

Smart Choice

*Caring People
Quality Programs
Exceptional Service*

TO: Jerry Moore, Story County
Sonia Dodd, Gilbert

FROM: Charlie Kuester, Planner

DATE: June 12, 2017

SUBJECT: Request for Urban Fringe amendment for area NW of Ames

Kurt Friedrich has asked to initiate an amendment to the Ames Urban Fringe Plan for property he owns south of Cameron School Road and west of George Washington Carver Avenue. He seeks to amend the current designation of Priority Transitional Residential to Urban Residential. He may also seek a commercial node at the intersection of those two roads.

The City of Ames also seeks to include the land between George Washington Carver Avenue and the Union Pacific railroad tracks. This land is Priority Transitional Residential (Borgmeyer), Rural Transitional Residential (The Irons), and Parks and Recreation (Ames Golf and Country Club). The City seeks to designate these as Urban Residential. **This combined area is referred to as the Northern Growth Gap Area.**

The Ames City Council has taken the first step in allowing Mr. Friedrich to initiate the amendment. The 28E agreement requires two jurisdictions to initiate the request before Mr. Friedrich can submit an application for an amendment. **The City of Ames is asking each of you to present this request to your respective bodies for action.** This request is only to initiate the amendment process. Any approvals of the proposed amendment will require an analysis of several issues (chiefly traffic) prior to approval. Any change to the land use designation requires approval of all three jurisdictions.

I am attaching a map showing the Northern Growth Gap Area and another map showing the current Ames Urban Fringe designations.

Staff Report

North Growth Gap Area for Cameron School Road and GW Carver Avenue Sanitary Sewer Extension Along Squaw Creek

May 9, 2017

BACKGROUND:

City Council prioritized a review of the North Growth Gap Area and the Ames Urban Fringe Plan designations as part of the 2015-2016 Planning Division Work Plan (Location Map Attachment A). Staff provided an overview of the area in terms of land use designations and infrastructure needs as part of a staff report on March 1, 2016. The Gap Area included approximately 160 net developable acres with a projected development density of 600 housing units at minimum density levels and 800 units at the LUPP estimated average density levels of the City. Within the Gap Area, Friedrich Land Development Company is interested in developing areas to the west of George Washington Carver Avenue.

The primary question at that time was if the City were interested in pursuing Fringe Plan amendments to allow for annexation of some or all of the Gap Area located between the Northwest and the North Allowable Growth Areas rather than maintain its current Priority Transitional designation. Secondly, what is the general infrastructure needs to support urban development within the area.

The most significant finding from last spring was that urbanized development required upgrades to sanitary sewer infrastructure to support development on the west side of George Washington Carver Avenue. Additionally, preliminary traffic projections with urbanization of the area estimated approximately an 8 percent increase in traffic in north Ames along George Washington Carver Avenue and Stange Road, according to the Long Range Transportation Plan. Therefore, a detailed traffic study for any growth in this area would be needed to determine if specific transportation projects are needed. Full build out of the area necessitate additional of park land resources for neighborhood parks. A full description of the issues identified last spring is part of the addendum.

Upon reviewing the findings last spring, **City Council requested an additional sanitary sewer modeling analysis of a trunk line extension along Squaw Creek to provide additional information about a potentially broader service area that could also serve the Gap Area.** That analysis provides a summary of findings of the Squaw Creek extension analysis and original project specific options for additional sanitary sewer capacity. Site development details and project specific engineering have not been completed for any site in the Gap Area.

Sanitary Sewer Alternatives

There are two distinct sanitary sewer watersheds to discuss in the Gap Area that are generally divided by George Washington Carver Avenue; the Borgmeyer/Ames Golf and Country Club to the east and the former Dankbar/Muench properties to the west. While Friedrich Land Development Company LLC purchased the Dankbar/Muench properties in 2016, the report still refers to these properties by their former ownership for consistency with prior reports and analysis.

Sanitary sewer service for the eastern portions, Borgmeyer and the Ames Golf and Country Club, will be provided by a main extension that will be a part of the Rose Prairie development and ultimately connect to the newly installed sanitary sewer along Hyde Avenue. These areas were included in the sewer pipe sizing calculations for the Hyde Avenue sewer along with the proposed single family residential homes in Rose Prairie, Quarry Estates, Hayden's Crossing, and the proposed Auburn Trail on the west side of Hyde Avenue just north of the existing city limits. The Borgmeyer and Ames Golf and Country Club areas were included in the sanitary sewer connection district established in 2014 to recoup the City cost of the installation of the sanitary sewer along Hyde Avenue. **Thus, Gap Area sanitary sewer capacity improvements are not needed to serve the Borgmeyer and Ames Golf and Country Club areas since service will be provided by extensions from Hyde Avenue.**

The western areas, including Dankbar and Muench properties, however, have challenges associated with being served by the City sanitary sewer. This concern was highlighted during the Sanitary Sewer System Evaluation Council Workshop in May 2015. During the Sanitary Sewer System Evaluation, all manholes and pipes city-wide were inspected for condition as well as surveyed for grade elevation. Staff initially modeled the downstream capacity through Northridge in July 2015. The original findings identified that the proposed Dankbar/Muench development in addition Scenic Valley would create sanitary sewer overflows in four downstream manholes, near overflow in another, and a surcharge pipe situation through the majority of the main trunk line within Northridge based on the density provided by the developer. Attachment F shows these locations. **As a result of these findings, the Scenic Valley developer was required to contribute funds to mitigate these capacity issues to be used when a specific corrective project is identified.**

Because of the sanitary sewer capacity issues, Staff directed Veenstra & Kimm to develop options to be able to serve the Dankbar and Muench properties. Three options were developed based on the expected densities provided by the developer. The locations are shown in Attachment G and the description and conceptual construction costs estimates are shown below:

Sewer Project 1. Squaw Creek Trunk Line Extension (\$14.5M)

Sewer Project 2. Intercepting Somerset Subdivision (\$0.5M - \$0.7M)

Sewer Project 3. Intercept Northridge Heights, Somerset, Scenic Valley and the Dankbar/Muench development (\$1.5M - \$2.0M)

Sewer Project 1 (See Attachment F)

The option of a trunk line extension was requested by the City Council to determine the cost of serving a broader growth area. This project exceeds the individual project needs of Dankbar/Muench and modeling showed a capacity to serve an area of approximately 1280 acres (2 square miles). This trunk line extension would have the capacity to serve the average usage of 3,300 homes, or approximately 9,700 people.

The findings from the study identified additional trunk line capacity needs in the existing trunk sewer in addition to the trunk line extension north from Moore Memorial Park to Cameron School Road. Pipe capacity needs were identified from Moore Memorial Park to the siphon near the Ames High School. This section of the trunk sewer needs to have capacity improvements made with the implementation of the new trunk line extension north of Moore Memorial Park. Additional capacity from the High School siphon to just south of Lincoln Way would not be immediately needed, but as development occurs, future capacity will need to be added to accommodate the full build out of the 1,280 acres as studied. The cost estimates for the immediate needs include the new trunk extension north (\$6.0M) and capacity improvements from Moore Memorial Park to the High School siphon (\$3.5M). The expansion of the trunk line between the high school siphon and just south of Lincoln Way to accommodate future capacity of the 1280 acres is estimated at \$5.0M.

The findings of this analysis indicate that the extent of improvements, costs, and timing associated with this trunk line extension are more in line with planning for a community growth area than for just an individual development project. The projected costs in excess of \$14M would appropriately be compared to projected costs and benefits of pursuing Northwest Growth and Southwest Growth Areas as each of these areas also need substantial infrastructure improvements for future growth needs. Staff believes that analysis of community growth demands and issues will best be addressed as part of the Comprehensive Plan update process rather than in conjunction with the Dankbar/Muench properties.

Sewer Project 2 (See Attachment F)

The Somerset Interceptor provides capacity for the Dankbar/Muench area, however additional capacity for future development, beyond Dankbar/Muench, would not be available. There are concerns to take into account with the installation of a new sewer line adjacent to the newly reconstructed pond at Moore Memorial Park and the design impacts have not yet been evaluated in detail for the proposed route. However, this project appears to be the most limited scale improvement needed to ensure the Dankbar/Muench properties can be served by the City. **As a North Growth Area improvement, City policy would require the cost of this improvement to be borne by the developer.**

Sewer Project 3 (Attachment F)

The Northridge Heights interceptor bypasses the Northridge trunk line and would provide the additional capacity needed to serve the Dankbar/Muench area as well as possibly alleviate surcharging downstream. There are concerns to take into account with the installation of a new sewer line adjacent to the newly reconstructed pond at Moore Memorial Park and the design impacts have not yet been evaluated in detail for the proposed route. **As a North Growth Area improvement, City policy would require the cost of this improvement to be borne by the developer.**

Squaw Valley Request For Sanitary Sewer Service

The Squaw Valley Homeowners Association recently sent City Council a letter asking for connection of their local system into the City sanitary sewer system. The only scenario that enables connection of Squaw Valley is Sewer Project 1, described above. As discussed, this project has a cost estimated at \$14.5M and would need to be addressed as part of the Comprehensive plan update. Connection of Squaw Valley would take away growth capacity from the sewer extension, should it be constructed.

Rural Development Requirements

Because the Gap Area land is designated as Priority Transitional Residential rather than an Urban Service area, it may be developed without annexation. However, development would need to meet a minimum density of 3.75 units per acre and infrastructure must be installed to meet City specifications. Approval of a subdivision would require consistency with Story County zoning and subdivision requirements, as well as the City's subdivision standards. **The Fringe Plan also specifies that development would need to occur with common water and sewer services within the Priority Transitional Residential designation.**

The Gap Area is within Xenia Rural Water territory. Development would likely be able to connect to Xenia to serve the area. Xenia has a water main already in place along George Washington Carver Avenue and Cameron School Road. Staff has not talked to Xenia about their ability or desire to serve homes in the area, but believes it has infrastructure capable of supporting rural development.

Sewer service is a more difficult issue to manage for rural development. Most rural development occurs with the use of individual septic systems. Individual septic systems are not consistent with the Priority Transitional Residential Designation nor would septic systems likely meet the County's standards. To meet requirements for sewer service, rural development would likely require partnering with the existing sewer treatment package plant of the Squaw Creek Subdivision located north of the Gap Area or creation of a new common system. A new common system would be subject to approval of the County and the Iowa Department of Natural Resources (DNR) with maintenance and monitoring the responsibility of the customers (homeowners) that use the system.

LAND USE POLICY OPTIONS:

Friedrich Land Development had asked for the analysis of the sanitary sewer capacity to help inform their request for development of the Dankbar/Muench properties. Friedrich Land Development Company does not believe that it would develop the properties under the current Priority Transitional designation and would prefer to annex to the City and develop as a suburban development or to consider a lower density Rural Transitional development outside of the city limits. The development interest for the Dankbar/Muench site leads to three primary policy options for the City Council.

Policy Option #1 (Existing Fringe Plan Designation): Maintain the Ames Urban Fringe Plan Priority Transitional Residential designation with no amendments to the Ames Urban Fringe Plan. No further policy direction would be needed from the City Council.

Under this option, a property owner could pursue development in a manner consistent with the Fringe Plan, but they would not be able to annex to the City. Developers would need to formulate solutions for collective water and sewer services, meet the 3.75 units per acre density requirement, and install infrastructure that meets City standards to be approved for development. The City of Ames would have to approve a Preliminary and Final Plat prior to development a property in the Gap Area. The developer would also be required to submit the standard three covenants to annex in the future at the City's request, to buyout the rural water service territory rights, and to pay their fair share of any future extensions of City services.

Policy Option #2 (Amend Fringe Plan for Annexation): Initiate an Ames Urban Fringe Plan Amendment to Urban Services Area for all or a portion of the Gap Area. An Urban Services designation mandates that a property must be annexed prior to development, but does not compel the City to annex property at any particular time.

City Council could initiate an Ames Urban Fringe Plan Amendment for review by Story County, Gilbert, and Ames with the intent of pursuing the eventual annexation of lands in the Gap Area rather than allowing for rural development to occur.

Under this option, if a Fringe Plan Amendment was approved, a property owner would not be able to subdivide their property without first annexing to the City. Prior to annexation, the costs of services and utilities would be further analyzed, and additional development details about densities and land use types would need to be projected for the overall area.

Policy Option #3 (Amend Fringe Plan for Reduce Density Rural Development): Initiate an Ames Urban Fringe Plan Amendment for the area (Dankbar and Muench) to the west of George Washington Carver Avenue to Rural Transitional. Rural Transitional designation allows for lower densities of development without immediate annexation to the City. Allowable minimum densities would drop to 1.0 unit per acre and allow for a maximum of 3.75 units per acre.

The properties to the west of George Washington Carver Avenue are in a different position for city services than the properties to the east of George Washington Carver Avenue. Under this option the City Council would have to conclude that they have no interest in annexing the land or intensifying its development to urban densities as is currently shown in the Fringe Plan.

The City Council could initiate a Fringe Plan amendment west George Washington Carver Avenue if it is believed there was no need in the future to annex the land for development and that lower density rural development abutting the City would be acceptable.

This scenario would allow for Xenia rural water services and septic systems on individual lots to serve rural development. The land could still be annexed to the City in the future with infrastructure installed to City specifications. Bella Woods Subdivision on the north side of Cameron School Road is an example. Staff estimates that potential development density west of George Washington Carver Avenue could drop as low as a minimum of 70 homes versus a minimum of approximately 200 homes under the current Fringe Plan designation.

STAFF COMMENTS:

In the fall of 2015, the City assessed its immediately developable land potential for single-family home development and concluded that land is currently available in the North Growth area along Hyde Avenue and to the west of the City for 1,100 to 1,370 homes to house 3,000 to 3,800 people over the next 5 to 10 years. Development of the Gap Area was not included as part of these near-term growth calculations. If the City Council was to plan for and permit development in the Gap Area, it would be in addition to the growth capacity described at the workshop. **Based upon the availability of land for the next 5 to 10 years there is not an immediate need to seek annexation and development of the Gap Area.**

Facilitating growth to the north can be limited to a project specific level of the Dankbar/Muench sites or it can be broadened to a large expansion area as analyzed in the trunk line extension analysis. A larger expansion area should be considered in comparison to the other planned growth areas of the Northwest and Southwest and potentially other options. Consideration for a large expansion area would be more appropriate as part of our upcoming Comprehensive Plan update in the next two years.

In the event the City Council wants to consider LUPP and Fringe Plan amendments at this time in support of potential annexation of the Dankbar/Muench properties, staff believes that the Gap Area should be categorized as a Non-Incentivized growth area as was the decision for the other Northern Growth areas along Hyde Avenue and for Scenic Valley. This approach would assign development costs, including sanitary sewer improvements, to the developer through a development agreement at the time of annexation.

The amendment process for Option 2 could either be part of the Comprehensive Plan update or as a Major Amendment. If it proceeds as a Major Amendment, City Council would need to prioritize it in June as part of the Department's work plan. The Major Amendment would include evaluation of land use options, additional studies for traffic, and public outreach on the potential changes. If the Gap Area changes were deferred to the Comprehensive Plan update, it would be incorporated into the base land use assumptions as a growth area and evaluated as part of the overall process before proceeding with annexation.

Addendum

The Gap Area is part of the Ames Urban Fringe Plan (Fringe Plan). The Fringe Plan has a designation of Priority Transitional Residential for this area. (See Attachment B-Fringe Plan Map and Attachment C-LUPP Northern Growth) **Priority Transitional Residential allows for rural residential development at a minimum of 3.75 units per net acre, but does not require annexation to the City prior to development and leaves the timing of annexation to the discretion of the City.** (See Attachment E-Summary of Fringe Plan Designations) The Priority Transitional designation covers approximately 220 acres. An additional 80 acres have a Natural Area designation within the Fringe Plan. The Ames Golf and Country Club land is approximately 160 acres of Recreation Area bordered by Rural Residential. Lands to the northwest of the Gap Area have a Rural Transitional Residential designation.

The Gap Area is mostly undeveloped with only a handful of homes existing in the area, before reaching rural subdivisions along Squaw Creek. Three property owners, Borgmeyer, Muench, and Dankbar, control over 90% of the area (See Attachment D-Ownership Map). **Since last Spring, Friedrich Land Development Company LLC has purchased the Dankbar and Muench properties.** Staff estimates there is approximately 160 net developable acres in the Gap Area when accounting for natural areas, future right-of-way, and open space requirements of City zoning. **Development at minimum required densities would provide for approximately 600 homes.** Development under the LUPP's New Lands assumptions of an average of 5 units per acre, the area would generate approximately 800 homes.

The City Council analyzed annexation policies as part of the 2008 Targeted Growth Study and last reviewed its policies as part of Northern Growth amendment in 2011. **Following this review, the City Council amended the Land Use Policy Plan (LUPP) in 2011 to allow for annexation and development of land along Hyde Avenue as a non-incentivized growth area.** The area west of the railroad tracks was also designated as Northern Growth in the LUPP in 2011, but no changes were made to the Fringe Plan to implement such a designation. The "Athen" property that is now under development as the Scenic Valley Subdivision was the subject of an individual Fringe Plan and LUPP Amendment in 2012 that allowed for it to be annexed and approved for development. Council agreed in 2014 to waive subdivisions standards and not require annexation of the Ames Golf and Country Club (AGCC) for their proposed 35 home development along George Washington Carver Avenue.

City Services

The Gap Area was previously left out of the City's expansion plans due to costs of extending infrastructure and providing city services. This report provides background on what staff sees as the primary policy issues related to considering whether the Gap Area should be planned for service by the City in the future. **The most significant issues known at this time relates to the sanitary sewer service. If Council chooses to move ahead with initiating a LUPP or Fringe Plan amendments, additional details concerning site development densities and options would need to be investigated as well.**

- **Sanitary Sewer**

The AGCC and Borgmeyer areas can be served by the extension of the sanitary sewer lines from Hyde Avenue. These areas are included in the connection district for these improvements that have already been made in Hyde Avenue. No further sewer capacity improvements are needed to serve the AGCC/Borgmeyer areas of the Gap Area.

Dankbar/Muench has no available sanitary sewer capacity downstream from the site through the Northridge neighborhood. The City sanitary sewer modeling in 2015 identified potentially four manhole capacity overflows areas. Staff identified three potential fixes for adding downstream capacity to serve the urban development densities of Dankbar/Muench. This includes two different interceptor and diversion options to serve a specific project and one broad option of a Squaw Creek trunk line extension. The Somerset intercept option would divert flows out of the south end of Northridge and directly connect to the trunk lines located in Moore Memorial Park. The combined Northridge Heights, Somerset, and Scenic Valley diversion option would take additional flow out of Northridge and direct it to the trunk line in Moore Memorial Park. **Either of these two options would meet the immediate development needs of Dankbar/Muench. Cost estimates for the two interceptor option are between one-half million dollars and 2 million dollars. As project specific impacts, the City's policy for North Growth would assign the costs of these improvements to a specific development project.**

The third option of a sanitary sewer trunk line extension is beyond a project specific fix and would provide capacity for approximately 1,280 acres (2 square miles) or 3,000 additional homes of 9,700 people. The costs of the extension and addition downstream improvements exceed 10 million dollars. The details of this option are summarized in the Veenstra and Kimm report.

- **Transportation**

A specific traffic impact study has not been done for development of this area. Staff has general information about traffic levels created during a 2040 Long Range Transportation Plan (LRTP) alternative scenarios analysis. The LRTP modeling utilized the current Fringe Plan and the LUPP designations to forecast development in the Gap Area. As part of the LRTP process, staff also analyzed broad alternative scenarios for

growth locations in the City. One of the alternatives analyzed the traffic levels between development of the Gap Area and no development.

The total homes shown in this area was roughly 600 additional homes beyond existing approvals. Due to the Northern Growth designation in the LUPP, most of the density was modeled as occurring east of George Washington Carver Avenue on the Borgmeyer property. The alternative scenario had all of the new development from the Gap Area reallocated to other parts of the City to keep the population and growth targets equal overall. **The general effects of development within the Gap Area were an increase of roughly 8% on traffic levels along George Washington Carver Avenue as people travel into the City along Stange Road, Bloomington, and 24th Street.** The LRTP identified areas of congestion at intersections along George Washington Carver Avenue and Stange Road as the primary arterial streets that bring people into the City and directly to Iowa State University from the north. The LRTP also includes medium and long term projects to address congestion in these corridors. **If the City moves forward with more refined development details for this area, a project specific traffic impact assessment would likely be needed.**

- **Parks and Recreation**

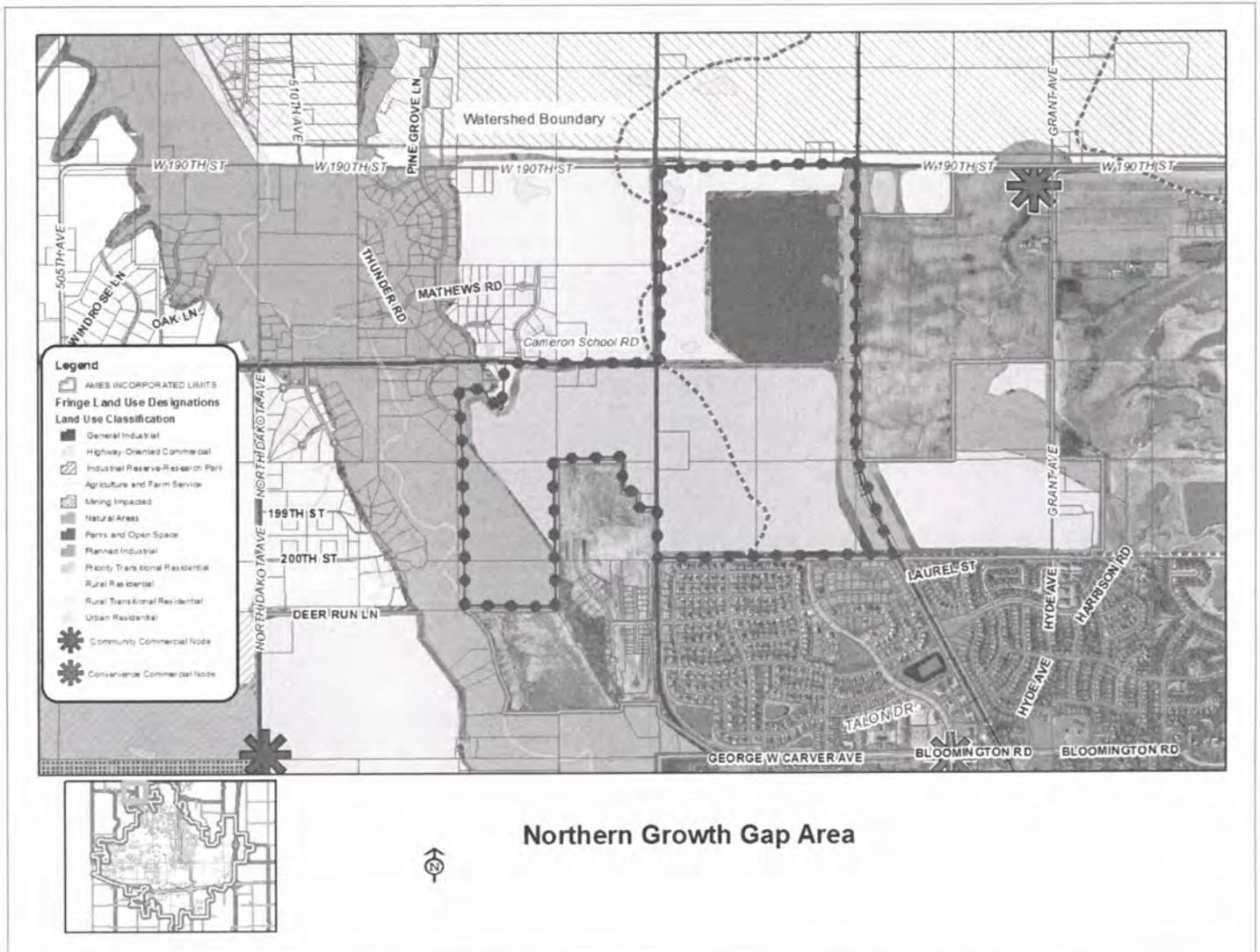
The LUPP establishes a goal of providing 5 acres of parkland for every 1,000 residents of the City. Additionally, the Parks and Recreation Department has facility guidelines for neighborhood and community parks based upon service populations and distances between parks. Neighborhood parks are planned to serve residents within a ½ mile of a park and the City plans to strategically locate these parks in growing areas.

The Gap Area is situated in a manner that approximately half of the Borgmeyer property is within a 1/2 mile radius of the neighborhood park located in Northridge Heights. The other properties within the Gap Area are not located in close proximity to a public park. The City would need to consider how to plan for park facilities in this area and if they could be efficiently situated to serve the neighborhood needs or if alternative private common spaces could meet open space and recreation needs.

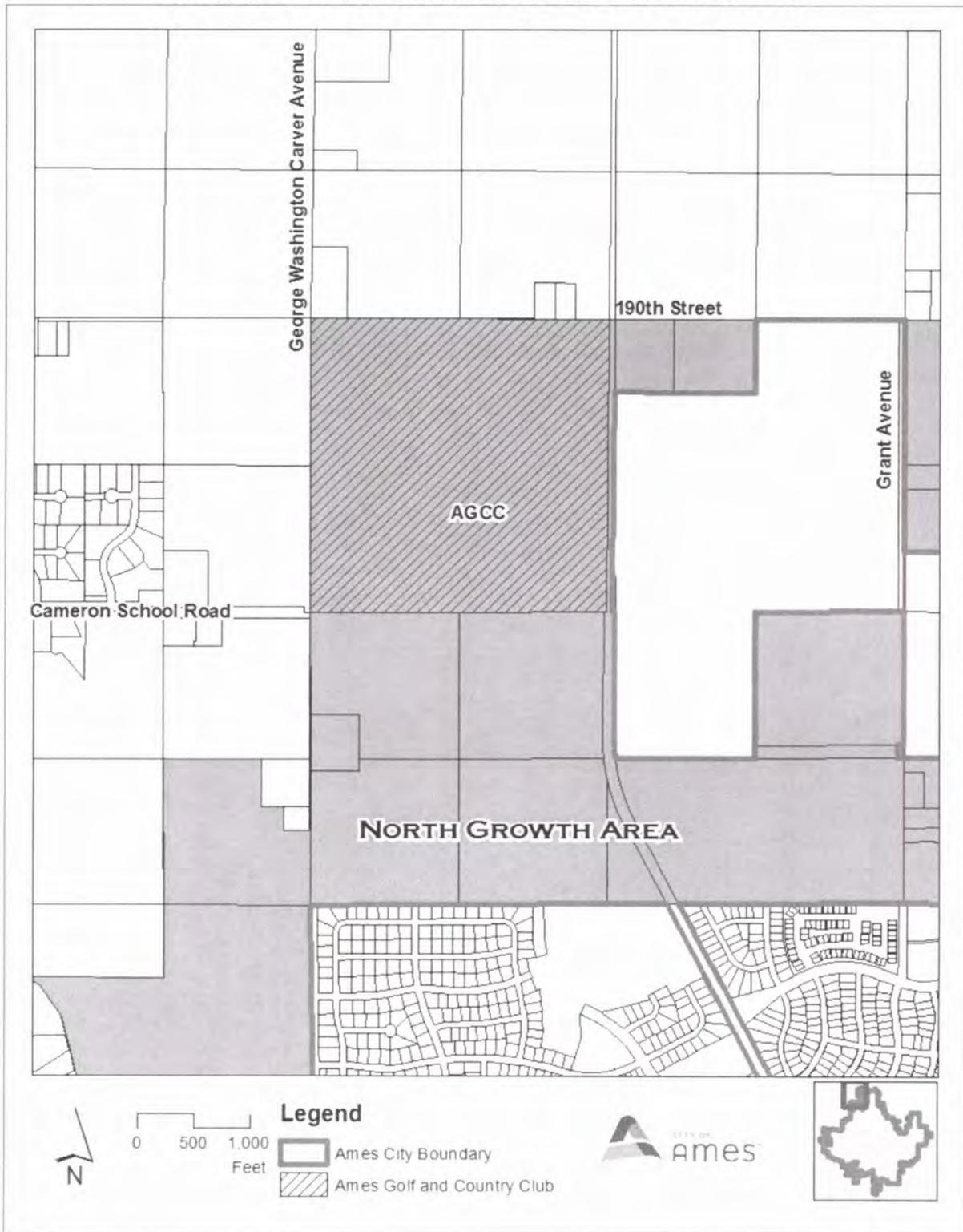
- **Emergency Services**

The Fire Department tracks emergency response times as one of its many performance measures. The department's performance measurement goal is to provide an average response travel time of 5 minutes or less to 85% of all incidents during a rolling five year period. As development moves to the north, the length of the average response time has the potential to increase based upon the locations of existing stations. Using the City's Geographic Information Systems (GIS) to analyze response times, development in the Gap Area would exceed the 5 minute travel time goal. Development in the Gap Area may affect the city-wide averages if new development in this area produced an inordinately high amount of emergency incidents.

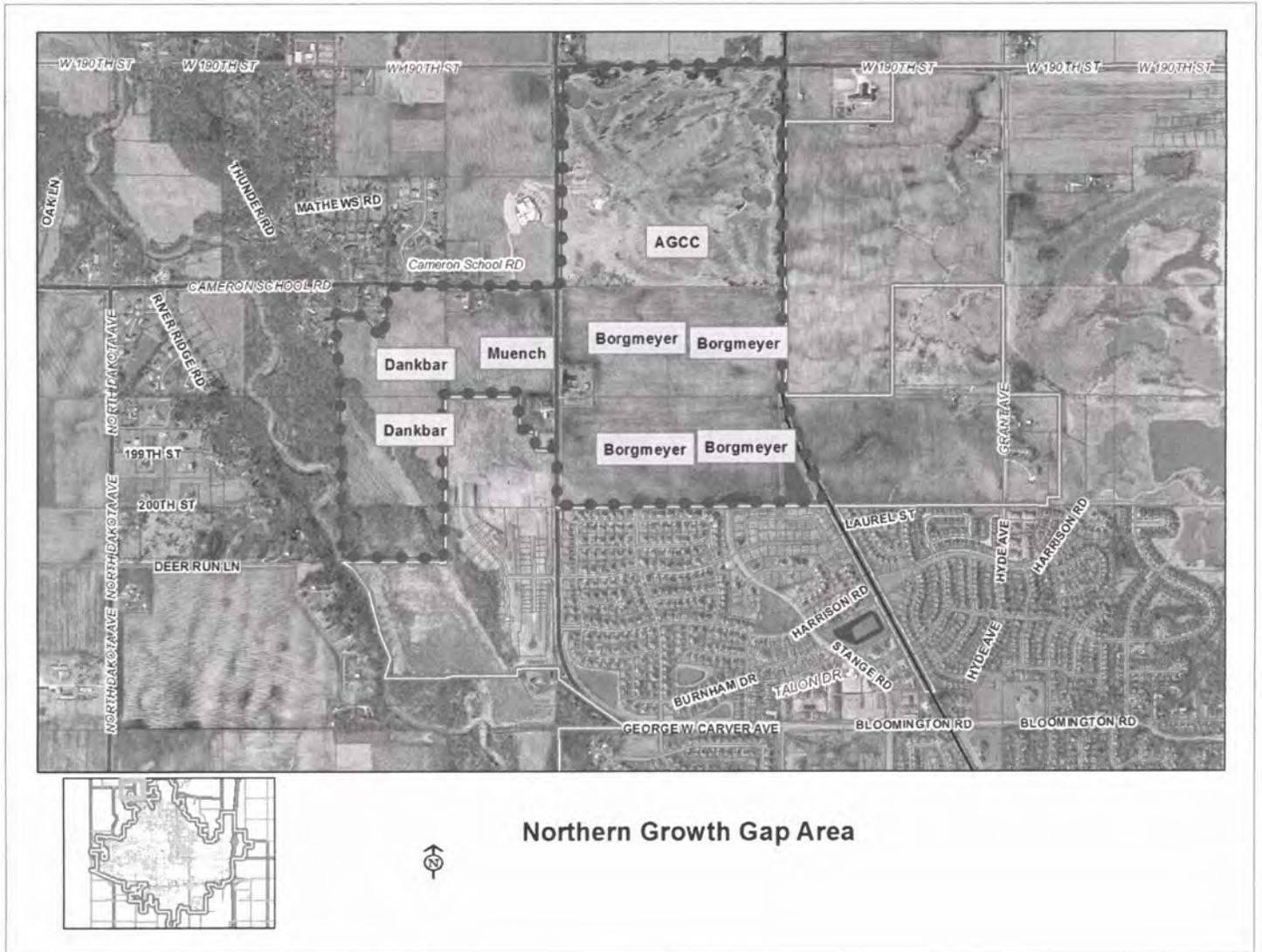
ATTACHMENT B-FRINGE PLAN MAP



ATTACHMENT C: LAND USE POLICY PLAN NORTHERN GROWTH



Attachment D-Major Property Owners



Northern Growth Gap Area

Attachment E- Summary of AUF Categories

The Ames Urban Fringe Plan (AUF) identifies two broad classes of land use for residential development. Each class has a description of what type of development is allowed and whether annexation into either Ames or Gilbert is expected prior to development during the expected life of the AUF (to 2030). The classifications also set the stage for subdivision improvement expectations.

- **Rural/Urban Transitional Classification:** These are areas where development is possible during the life of the AUF and there is potential for annexation depending on proximity to the City.

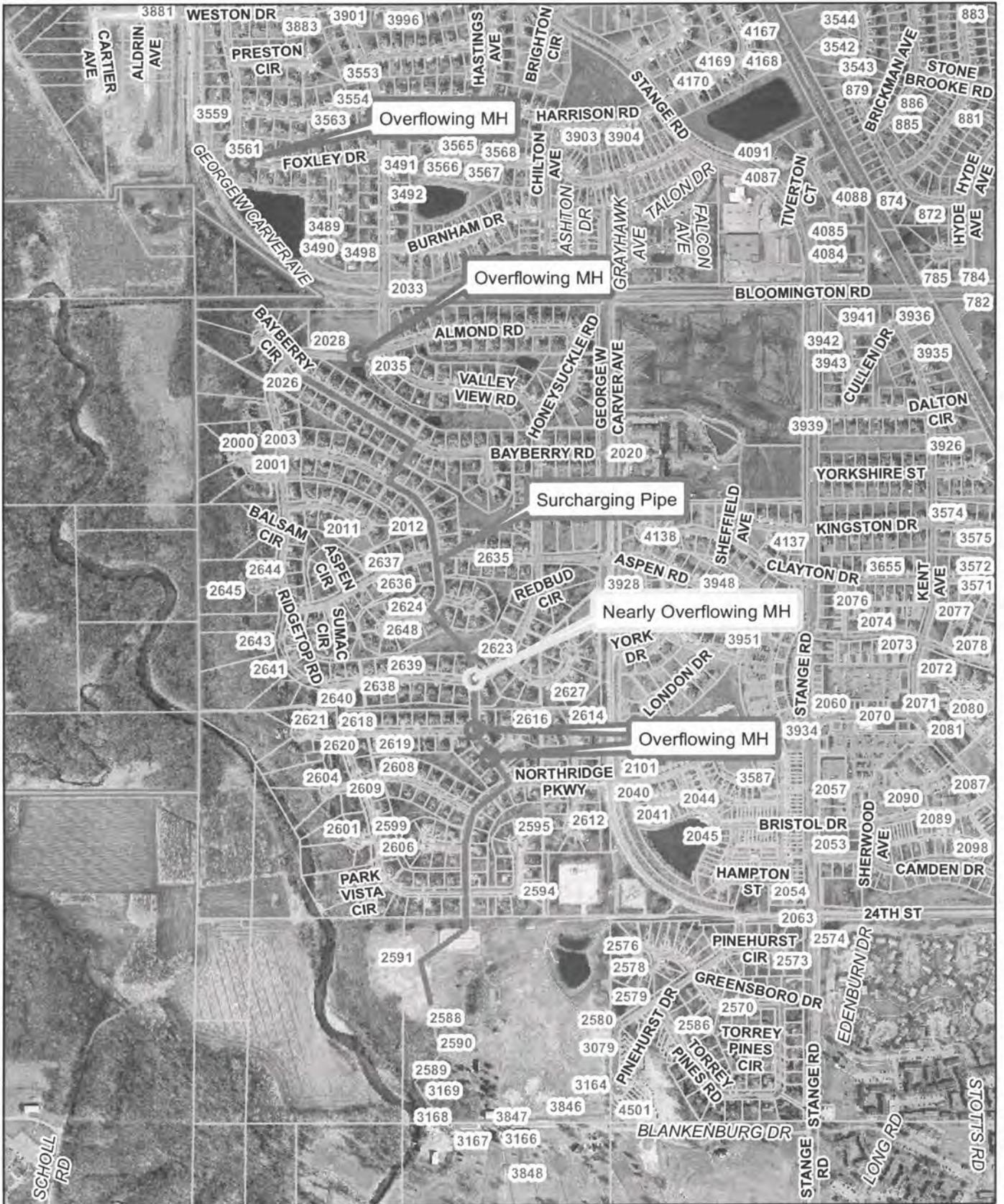
Rural/Urban Transitional is further divided into Rural Transitional Residential and Priority Transitional Residential.

- **Rural Transitional Residential:** This designation exists further from the City's boundaries and is believed to be less likely than Priority Transitional Residential to be annexed into the City. **The AUF allows for densities between 1.00 and 3.75 dwelling units per acre.** The infrastructure requirements of the City subdivision ordinance (Design and Improvement Standards) apply unless waived by the City Council
- **Priority Transitional Residential:** Areas with this designation are adjacent to the City limits. While annexation is likely within the life of the Plan, development can occur prior to annexation. **However, development is expected to meet a minimum of 3.75 units per acre and provide infrastructure equivalent to City services.**

To date, no development has occurred in a Priority Transitional Residential Area. Developers have sought changes to the AUF to designate portions of the Priority Transitional Area to Urban Residential and subsequent annexation (e. g., Rose Prairie and Athen).

- **Urban Service and Urban Residential Classification:** These are areas that are adjacent to the City limits and are expected to be annexed prior to development. After annexation, full development is allowed at City densities (no less than 3.75 dwelling units per acre) and with full City services.

Attachment F



Geographic Information System (GIS) Product Disclaimer: City of Ames GIS map data does not replace or modify land surveys, deeds, and/or other legal instruments defining land ownership & land use nor does it replace field surveys of utilities or other features contained in the data. All features represented in this product should be field verified. This Product is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, timeliness, merchantability and fitness for or the appropriateness for use rests solely on the User.



**Dankbar/Meunch
Sanitary Sewer Impacts**



Scale: 1 in = 833 ft
Date: 9/9/2015

Attachment G



Geographic Information System (GIS) Product Disclaimer: City of Ames GIS map data does not replace or modify land surveys, deeds, and/or other legal instruments defining and ownership & land use nor does it replace field surveys of utilities or other features contained in the data. All features represented in this product should be field verified. This Product is provided "as is" without warranty or any representation of accuracy, timeliness or completeness. The burden for determining accuracy, completeness, merchantability and fitness for or the appropriateness for use rests solely on the User.



North Growth Gap Area
Sanitary Sewer



Scale: 1 in = 1,333 ft
Date: 2/19/2016



**Story County Community Services
Karla Webb, Director**

Story County Human Services Center
126 S. Kellogg Ave. Suite 001, Ames, Iowa 50010

Ph. 515-663-2930 Fax 515-663-2940
www.storycountyia.gov
communityservices@storycountyia.gov

June 15, 2017

RE: Crestview Mobile Home Park Relocation Assistance

Below are recommended items for payment consideration for Crestview MHP Relocation Assistance:

- 1st month's rent at new location
- Deposit for rent and utilities
- Payoff existing or past due utility balance when utility bill is in applicant's name or household member's name (bill shall be for utilities incurred while residing at Crestview MHP)
- Pet deposit or additional rent fee for pet – 1st month only
- Apartment/Rental application fee
- Preparation work, moving and set up fees associated with moving a mobile home
- Costs associated with boarding of pets
- Storage units
- Hotel costs
- Moving company
- Other items at Director's discretion

Respectfully submitted,

Karla Webb,
Story County Community Services Director

~~APPROVED~~

~~DENIED~~

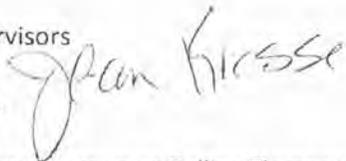
Board Member Initials: _____

Meeting Date: _____

Follow-up action: _____

add up to three additional
months rent subsidy of up to 25%

To: Story County Board of Supervisors
From: Jean Kresse
United Way of Story County
Date: June 12, 2017
RE: Summer Food and Enrichment Program at Collins Elementary



Children from families with low incomes typically lose 2-3 months of academic achievement during the summer. According to the National Summer Learning Association longitudinal studies indicate that the effects of summer learning programs endure for at least two years after participation.

During the summer of 2013, United Way of Story County (UWSC) partnered with individuals and businesses in the Nevada community to pilot a program that included lunch and activities for children. That summer over 170 children participated. Prior to this pilot, Story County had only one Summer Food Service Program in the county serving meals. That program was at the Boys & Girls Club, which fed about 100 different children during the summer of 2012.

Since 2013, UWSC has led the effort to provide both summer meals and enrichment activities at several locations. With the help of many partners we now offer programming and meals at Little Cyclone Camp (Ames), Huxley Library, Ames Public Library, Food for Thought (Nevada) and the Boys & Girls Club. This past summer these programs combined provided meals to over 700 children. This service has also been included in the ASSET process beginning in FY 18.

Earlier this spring UWSC and YSS was invited to meet with the staff at Collins-Maxwell to discuss piloting a summer program at their district. The pilot program was launched on June 5 will continue through June 29, operating Monday-Thursday. There are 77 children enrolled in the program. We did not expect this level of interest for the program. It has been amazing.

During the program children participate in literacy and a variety of STEAM (Science, Technology, Engineering, Arts, and Mathematics) enrichment activities. The program is held at Collins Elementary and both breakfast and lunch are served. The district provides transportation from the middle/high school in Maxwell to the elementary school in Collins.

The district is serving as the sponsor for the Summer Food Service Program (SFSP) and prepares the meals. In order to be reimbursed through the program for all meals served, the program needs to have 50% or more of the children on the Free and Reduced-Priced School Lunch program. We know this is not realistic. We should have more information on the numbers by June 29.

UWSC and YSS are working together to cover the cost of the meals not covered. Below is the estimated expenses based on 15% of the meals being covered through the SFSP:

- Breakfast – 65 x \$2.19 x 16 days = \$2,277
- Lunch – 65 x \$3.83 x 16 days = \$3,983
- Total = \$6,260

APPROVED **DENIED**

Board Member Initials: JK

Meeting Date: 6-20-17

Follow-up action: _____

I am requesting that Story County cover up to 50% of the cost of the meals, not to exceed \$3,300. Thank you for your consideration.

OUR VISION.
TO IMPROVE THE QUALITY OF
LIFE IN OUR COMMUNITY
FOR INDIVIDUALS AND FAMILIES.

OUR MISSION.
UNITED WAY OF STORY COUNTY
IS A STRATEGIC LEADER IN BUILDING
COUNTYWIDE PARTNERSHIPS
TO IDENTIFY NEEDS AND TO DEVELOP
SUPPORT AND EVALUATE EFFECTIVE
HUMAN SERVICES, ESPECIALLY
IN THE AREAS OF EDUCATION,
INCOME AND HEALTH, FOR OUR
DIVERSE COMMUNITY.

LIVE UNITED



United Way of Story County

315 Clark Avenue
Ames, IA 50010
t 515.268.5142
f 515.268.5148
unitedway@uwstory.org
www.uwstory.org

APPLICATION FOR APPOINTMENT

TO BOARDS, COMMISSIONS AND COMMITTEES
ADVISING THE STORY COUNTY BOARD OF SUPERVISORS



Lee C. Bauer

NAME

retired

OCCUPATION

HOME/CELL PHONE

ADDRESS

n/a

ADDRESS AT WORK

n/a

BUSINESS PHONE

EMAIL ADDRESS:

EDUCATION: MS, National Defense University 1996; MS, Troy State University 1980;
BS, U.S. Air Force Academy 1977

LIST NAMES OF BOARDS OR COMMISSIONS IN ORDER OF PREFERENCE:

1. Commission of Veterans Affairs

2.

3.

WHY DO YOU WISH TO SERVE ON THIS BOARD?

To continue to assist the Director of Veterans Affairs with his programs to support and serve Story County veterans.

APPROVED

DENIED

Board Member Initials:

Affairs with his programs to

Follow-up action:

to appoint

6/20/17

Wait until 6/27/17

WHAT QUALIFICATIONS DO YOU FEEL YOU HAVE?

Having worked in a number of different organizations in the military and industry, I can help the Commission and the Director work efficiently and effectively with both internal departments and external agencies. My father and I use veterans entitlements, so I have first hand knowledge in the kind of service veterans are provided.

DO YOU HAVE ANYTHING ELSE TO ADD?

Because I live in Ames and am active in the community, I know many people and always advocate for Story County Veterans Affairs.

PLEASE SUBMIT COMPLETED APPLICATION TO: STORY COUNTY BOARD OF SUPERVISORS
STORY COUNTY ADMINISTRATION
900 6TH STREET
NEVADA, IOWA 50201

RECEIVED

MAY 18 2017

STORY COUNTY
BOARD OF SUPERVISORS

THANK YOU FOR YOUR INTEREST IN SERVING STORY COUNTY.

APPLICATION FOR APPOINTMENT

TO BOARDS, COMMISSIONS AND COMMITTEES

ADVISING THE STORY COUNTY BOARD OF SUPERVISORS



Abdullah (Abdul) Muhammad
NAME
 Social Work Trainer; ISU Training Project
OCCUPATION

HOME/CELL PHONE

EMAIL ADDRESS: _____

ADDRESS

ADDRESS AT WORK

BUSINESS PHONE

EDUCATION: Bachelor of Arts, ISU

APPROVED **DENIED**

Board Member Initials: _____

- LIST NAMES OF BOARDS OR COMMISSIONS IN ORDER OF PREFERENCE:**
1. Story County ASSET
 2. _____
 3. _____

Signature Date: 6/20/17
 Follow-up action: did not show

WHY DO YOU WISH TO SERVE ON THIS BOARD?

I have a strong desire to be a voice in Story County for youth, family, education, and correction/re-entry issues and ensuring that everyone in our county has access to quality resources should they need them.

WHAT QUALIFICATIONS DO YOU FEEL YOU HAVE?

I have 20 years experience in human services work which includes work in group care facilities in Nebraska and Louisiana; working with youthful offenders and youth in transition in Iowa; being a Child Protective Services (CPS) social worker in Polk County; being a CPS supervisor in Story, Polk and Boone counties; and currently a CPS Social Work trainer for the Child Welfare Research and Training.

DO YOU HAVE ANYTHING ELSE TO ADD?

I have been involved in social work and family issues at the court level, serving as co-chair of a committee dedicated to improving outcomes for youth the in _____

PLEASE SUBMIT COMPLETED APPLICATION TO: STORY COUNTY BOARD OF SUPERVISORS
 STORY COUNTY ADMINISTRATION
 900 6TH STREET
 NEVADA, IOWA 50201

THANK YOU FOR YOUR INTEREST IN SERVING STORY COUNTY.

I have 20 years experience in human services work which includes work in group care facilities in Nebraska and Louisiana; working with youthful offenders and youth in transition in Iowa; being a Child Protective Services (CPS) social worker in Polk County; being a CPS supervisor in Story, Polk and Boone counties; and currently a CPS Social Work trainer for the Child Welfare Research and Training Project through ISU.

I have been involved in social work and family issues at the court level, serving as co-chair of a committee dedicated to improving outcomes for youth in the foster care system and relative/kinship placements. I have also facilitated numerous professional and community workshops on issues related to minority over-representation and implicit bias.

APPROVED

DENIED

STORY COUNTY

Board Member Initials: RS

Meeting Date: 6-20-17

Follow-up action: _____

Employee Handbook



Dear Employee:

Story County has provided this handbook to give you an overview to our policies and benefits.

This employee handbook is given to all employees. Periodically, this handbook may be revised. It is designed so any additions or corrections can be made by simply replacing pages.

The policies included in this handbook are guidelines and do not constitute a contract or agreement between the employee and employer and may be changed at any time. It should also be understood that your employment status is "at-will" which means your employment may be terminated without notice at any time, with or without reason by either you or the County.

Please keep in mind that if you work in a department with a Governing Board different than the Board of Supervisors, and that Board has more restrictive policies in any areas, then those policies will apply. In those cases, employees will be advised by their respective Elected Officials or Department Heads.

We hope that your experience with Story County will be positive and rewarding.

Thank you,

Chair,
Board of Supervisors

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SECTION I

ABOUT THIS HANDBOOK
AND THE
AT-WILL EMPLOYMENT RELATIONSHIP

ABOUT THIS HANDBOOK AND THE AT-WILL EMPLOYMENT RELATIONSHIP

ALTHOUGH STORY COUNTY HAS DISTRIBUTED THIS HANDBOOK TO BE HELPFUL, THE EMPLOYEE SHOULD UNDERSTAND THAT NEITHER THIS HANDBOOK NOR ANY RULES, REGULATIONS, OR POLICIES CONTAINED IN THIS HANDBOOK OR OTHERWISE EXPLAINED CONSTITUTE AN EMPLOYMENT CONTRACT. AN EMPLOYEE IS TO BE AWARE OF AND UNDERSTAND THE FACT THAT HE/SHE MUST CONFORM TO THE RULES, REGULATIONS, AND POLICIES OF THE COUNTY, AND THAT THE EMPLOYMENT RELATIONSHIP IS ON AN "AT-WILL" BASIS THAT CAN BE TERMINATED EITHER WITH OR WITHOUT REASON, EITHER WITH OR WITHOUT NOTICE, AT ANY TIME, AT THE OPTION OF EITHER THE EMPLOYEE OR THE COUNTY BOARD OF SUPERVISORS. NO REPRESENTATIVE OF STORY COUNTY, EXCEPT THE STORY COUNTY BOARD OF SUPERVISORS OR ITS DELEGATED REPRESENTATIVE HAS THE AUTHORITY TO ENTER INTO AN AGREEMENT FOR EMPLOYMENT FOR ANY SPECIFIED PERIOD OF TIME OR TO MAKE ANY AGREEMENT CONTRARY TO THIS RULE.

The information contained in this handbook is presented for the benefit of all present and future County employees. The County is committed to periodically reviewing this information and reserves the right to revise, change, correct and update this handbook at any time. When this happens, the County will provide the employee with the changes or replacements to the handbook. Each employee is responsible for reading such changes and replacements and asking his/her immediate supervisor about anything that is unclear.

All employee handbooks and employee handouts issued prior to July 1, 2017 are replaced by this handbook. Documents issued prior to this date should be discarded. This handbook is effective July 1, 2017.

SECTION II

OPEN DOOR/CONFLICT RESOLUTION POLICY

OPEN DOOR / CONFLICT RESOLUTION POLICY

FOR PEOPLE TO WORK TOGETHER EFFECTIVELY, THERE MUST BE AN ATMOSPHERE BASED ON MUTUAL TRUST AND RESPECT. HOWEVER, THERE ARE BOUND TO BE OCCASIONAL MISUNDERSTANDINGS AND DISAGREEMENTS. IT IS IMPORTANT THAT THESE BE ADDRESSED IN A TIMELY FASHION.

In general terms, the policy is simply an attitude of consideration for each individual's viewpoint. More specifically, it invites the employee to express him/herself freely to his/her immediate supervisor about his/her job, or about Story County policies. If there is a problem, a misunderstanding, or a request, the employee is encouraged to talk to his/her immediate supervisor about it. If the employee's immediate supervisor is not able to give him/her a satisfactory answer, and the immediate supervisor is not the Department Head or Elected Official, the employee must take his/her problem to his/her Department Head or Elected Official. If the Department Head, Elected Official, or immediate supervisor is not able to give the employee a satisfactory answer, he/she must take the problem to Human Resources. If Human Resources is unable to give the employee a satisfactory answer, he/she must take the problem to the Board of Supervisors, or appropriate governing body, who will render a final decision. An issue submitted to the Board of Supervisors must be presented in writing.

When the issue personally involves the immediate supervisor, with whom the employee would ordinarily discuss a problem, the employee may bypass that individual and proceed to the next person in authority without fear of reprisal.

SECTION III

AT-WILL EMPLOYMENT PRACTICES

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of Story County to implement equal opportunity to all qualified employees and applicants for employment, without unlawful regard to race, religion, creed, color, sex, age, national origin, sexual orientation (defined as both actual and perceived heterosexuality, homosexuality and bisexuality), gender identity (defined as gender-related identity, regardless of the person's assigned sex at birth), or disability, and positive action shall be taken to ensure the fulfillment of this policy. The obligation includes: hiring, placement, upgrading, transfer, or demotion; recruitment; advertising, or solicitation for employment; treatment during employment; rates of pay or other forms of compensation; selection for training; layoffs or termination.

EMPLOYMENT ELIGIBILITY VERIFICATION FORM PROCESS - (I-9)

The Immigration Reform and Control Act of 1986 requires the County to verify and document both the identity and employment eligibility of all persons hired after November 6, 1986. The employee is presented an I-9 form to complete and attest he/she is eligible for employment. The County is required to examine original documentation presented by the employee establishing identity and employment eligibility. The I-9 form lists acceptable documentation. The I-9 form will be placed in an I-9 file and retained for the longer of three years after the date of hire or one year after employment ends. In addition, Story County is an E-Verify Employer utilizing the web-based program administered by the U.S Department of Homeland Security, USCIC Verification Division and the Social Security Administration which supplements the current I-9 employment eligibility verification process.

ADAAA COMPLIANCE

The Americans with Disability Act Amendments Act (ADAAA) prohibits discrimination against qualified individuals on the basis of a physical or mental impairment that substantially limits a major life activity. It is the policy of the County to comply with the ADAAA. The County will not discriminate against any qualified employee with respect to any terms, privileges, or conditions of employment because of that person's physical or mental disability. In compliance with the ADAAA, the County will consider reasonable accommodations that do not pose undue hardship to the County to enable qualified employees with disabilities to perform the essential functions of the position. The County encourages employees to make suggestions regarding reasonable accommodations to Human Resources.

EMPLOYMENT OF RELATIVES

It is Story County's policy to hire the best qualified person available for each position. Family members of current employees are eligible for employment, subject to limitations of state law governing the employment of family members of public and elected officials and limited by the terms of this policy. This policy applies to all County departments and all categories of employment, including full-time, part-time, and temporary classifications.

To avoid the appearance of favoritism and/or difficulties in administering corrective action, the County will not hire, appoint, transfer, promote, or otherwise place an individual in a position that involves the supervision of, or by, a family member. For purposes of this policy, "family member" includes the

individual's mother, father, brother, sister, grandparent, spouse, son, daughter, grandchild, great-grandchild, niece, nephew, aunt, uncle, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, or daughter-in-law.

PROMOTIONS

Story County considers internal candidates along with external candidates for open positions.

An employee's potential for promotion will be based upon his/her job performance, management evaluation of his/her ability to accept more responsibility, and the availability of a promotional opening. As a position becomes available, the appropriate immediate supervisor may consider those individuals within the respective department who may have interest in the position and have prepared and developed themselves so that they fulfill the necessary qualifications. To this end, each employee is responsible for keeping the Department Head or Elected Official informed of his/her career interest and pursuits in continuing education.

JOB POSTING

Whenever a regular full-time or regular part-time position becomes available, except for the position of deputy to an Elected Official, a notice of such opening will be posted on the bulletin boards located on the main floor of the Story County Administration Building for a minimum of ten calendar days and remain until the position is filled. (However, at the discretion of the immediate supervisor and/or Department Head or Elected Official, he/she may set a deadline for applications, as long as it complies with the minimum of 10 days.) The notice will contain the position title, a brief job description, and minimum hiring specifications.

Applications shall be submitted online through Story County's Online Application Process. All applicants, including current employees, shall be considered on the basis of job-related qualifications including attitude, skill, ability, past performance, efficiency and disciplinary record. Military service may also be a factor in hiring decisions, as provided by Iowa's Veteran's Preference law.

REHIRE

An employee who terminates employment with the County in good standing will be considered for any position for which he/she applies if he/she meets minimum qualifications regardless of the individual's race, creed, religion, color, sex, age, national origin, sexual orientation, gender identity, veteran status, physical or mental condition or pregnancy or any other disability.

Credit for previous employment will be given if voluntary separation was for a period of 60 days or less. If the period is more than 60 days, the County complies with ERISA pertaining to breaks in service in determining eligibility and past credits for retirement benefits. For information pertaining to these provisions, please contact Human Resources.

ORIENTATION PERIOD

Although efforts are made to hire those individuals likely to be successful in the position for which he/she was hired, all newly hired employees will have an orientation period of six (6) months. Employment is at-will during this period. This period gives the employee an opportunity to become acquainted with the job and gives the County an opportunity to evaluate the employee's fitness for the position. Employees will be given an evaluation every 60 days or two (2) months by their immediate supervisor during this period.

If, at the conclusion of the Orientation Period, the Department Head or Elected Official decides employment should be continued, it will continue on an "at-will" basis.

CLASSIFICATION OF EMPLOYEES

All employees of Story County are employed on an "at will" basis. "At will" is defined as an employment relationship that can be terminated by either the employee or the County with or without notice, for any reason, or for no reason at all. There are no expressed or implied agreements with respect to the term of employment.

All employees are designated as either NONEXEMPT or EXEMPT under the federal and state wage and hour laws.

NONEXEMPT- employees are entitled to overtime pay under the specific provisions of federal and state wage and hour laws.

EXEMPT- employees are excluded from specific provisions of federal and state wage and hour laws.

In addition to the above designations, an employee will belong to one other employment classification:

REGULAR FULL-TIME: Employees who are not in a temporary status and who are anticipated to be scheduled to work the County's full-time schedule. Regular full-time are eligible for the employer's full benefit package, subject to the terms, conditions, and limitations of each benefit program.

REGULAR PART-TIME: Employees who are not in a temporary status and who are anticipated to be regularly scheduled to work less than the County's full-time schedule. Regular part-time employees shall be classified as one-quarter (1/4), one-half (1/2), or three-quarter (3/4) time with benefits prorated accordingly. (Example: one-quarter (1/4) time employees must work twenty (20) hours per bi-weekly period to qualify; one-half (1/2) time employees must work forty (40) hours per bi-weekly period to qualify; and three-quarter (3/4) time employees must work sixty (60) hours per bi-weekly period to qualify.) Regular part-time employees may be eligible for a portion of the employer's benefit package subject to the terms, conditions, and limitations of each benefit program.

TEMPORARY: Employees who are hired as interim replacements, to temporarily supplement the work force, or to assist in the completion of a specific project. Employment assignments in this

category are of an unlimited and indefinite duration. Employment beyond any initially stated period does not in any way imply a change in employment status. "Temporary" employees retain that status until notified of a change. Only legally mandated benefits (such as Social Security, worker's compensation insurance, and upon IPERS eligibility) are provided to temporary employees.

Classification is not a limitation upon, nor a guarantee of, the number of hours one may be required to work. All employees, regardless of classification, are employees at-will.

EMPLOYEE RECORDS AND PRIVACY

Employee Records

The County maintains a personnel file for each employee which contains job-related information, such as application or resume, employment records, performance reviews, records of job changes, pay information, payroll deductions, education and training records, letter of commendation, and corrective action memos. This information, in addition to attendance records, may be used to determine qualifications for transfer or promotion within the County.

If there are any changes in personal information, each employee must contact Human Resources. It is very important that records are up-to-date.

Personal information about the employee that has little or nothing to do with work performance will be kept in a separate file and will not be available to anyone except Human Resources and authorized personnel. This includes medical benefits dates, record of personal finances such as wage garnishments, life insurance beneficiaries and other similar types of information. These items are required to administer benefit plans, to meet the County's legal obligations, and to carry out other aspects of personnel administration, but are not necessary for the operating areas.

Internal Access

Internal access to personnel files is extremely limited, and particular attention is paid to the proper use of the information.

Record Review Procedure

An employee has the right to review his/her personnel file. Also, the employee may request and receive copies of documents in his/her personnel file.

If the employee wishes to review information contained in his/her personnel file, he/she should notify Human Resources. The employee must complete a "Request to Examine Employee Records" form.

A County representative will be present during the examination. The employee will be allowed a reasonable amount of time for inspection of the file. The employee may, at his/her own expense, request and receive copies of the contents of the file. The County may charge a reasonable fee for copying the requested items.

External Disclosure

External disclosures from employee records are extremely limited. Only Human Resources and authorized personnel are authorized to give out any information to prospective employers or anyone seeking any type of information. Without the employee's written authorization, only first and last names

of employment, the employee's last position held, and pay rate will be disclosed. The County will release any information relating to the results of federally required drug tests in accordance with applicable laws.

MEDICAL EXAMINATIONS

An employee may be required to submit to a job-related medical examination when necessary to determine if he/she is able to perform the essential functions of the position, and to any fitness for duty examinations required by federal, state or local law or County policy. Also, voluntary medical examinations may be offered as part of the County's employee health programs.

All medical information collected by the County will be maintained in separate confidential files.

EMPLOYEE LICENSES AND CERTIFICATIONS

It is the employee's responsibility to keep any required licenses and/or certifications current. All required licenses and certificates shall be brought to the appropriate Department Head or Elected Official to be copied for the employee's personnel file. Failure to maintain required licenses and certifications current may result in termination.

TERMINATION OF EMPLOYMENT

An employee has the right to terminate his/her employment at any time, and Story County retains a similar right. Although an employee may resign at any time, with or without reason or advance notice, as a courtesy he/she is requested to provide at least two weeks advance notice whenever possible. All County keys, credit cards (if issued), employee handbook, and any other County property must be returned. A resignation will be considered unsatisfactory if proper notice is not given and/or all County property is not returned.

The Human Resources Department will attempt to conduct an exit interview with each regular County employee upon separation due to retirement, resignation or layoff. This interview is to provide the employee with information regarding termination of benefits and the employer feedback concerning employment.

Refer to Pay Practices Section for information concerning termination pay.

SECTION IV

SAFETY/SECURITY

SAFETY

It is the County's policy to maintain safe working conditions and to supply all necessary safety equipment. The County's good safety record has been accomplished through the cooperation of all employees. Emphasis is placed on complying with current laws and regulations, enforcing good housekeeping, and maintaining adequate ventilation and lighting.

If there is ever any doubt in an employee's mind about the safety of his/her job, an employee should consult with his/her immediate supervisor. If an employee is not satisfied with the answer, he/she should follow procedures in the Open Door/Conflict Resolution Policy in Section II, Page 1.

JOB-RELATED ACCIDENTS / INJURIES / WORKERS' COMPENSATION

The County participates in a job-related accident/injury/illness reporting service called Company Nurse On-Call. Employees are responsible for following these procedures:

1. **Emergency:** Dial 911 and obtain treatment - Employee is to call Company Nurse On-Call to report the injury/illness, obtain the necessary treatment, and inform his/her immediate supervisor as soon as possible after treatment. The employee is expected to cooperate in supplying the information needed regarding the injury/illness.
2. **Non-emergency:** Employee is to Call Company Nurse On-Call and his/her immediate supervisor before seeking treatment to report an injury/illness. The employee is expected to cooperate in supplying the following information regarding the injury/illness:

First Aid Advice only- The employee is to follow the On-Call Company Nurse's recommendations. (If the medical situation worsens or does not improve, the employee is to call back for a referral.)

First Aid Advice and Medical Referral- If a referral is necessary, during normal business hours (8:00 am to 5:00 pm) the employee will be required to have their initial evaluation with McFarland Clinic Occupational Medicine, located at 1215 Duff Avenue, Ames, IA . During non-normal business hours (outside 8:00 am to 5:00 pm), the employee will be directed to receive care at the nearest emergency facility.

Coverage

To provide for payment of medical expenses and partial salary continuation in the event of a work-related injury or illness, employees are covered by workers' compensation insurance. The workers' compensation laws of the State of Iowa determine how employees receive medical care and how they are paid for lost work time as a result of a work-related injury or illness. Employees will be required to have their initial evaluation with McFarland Clinic Occupational Medicine, Story County's authorized treating clinic for work-related injuries or illness.

Income Replacement

Generally, an employee who is eligible for workers' compensation may use sick leave for scheduled work days lost during the first three days following the injury or illness. If the employee continues to be

eligible for workers' compensation, the employee will be paid by the workers' compensation carrier at the State of Iowa workers' compensation rate of pay starting on the fourth day of the disability. If the employee is off work for more than fourteen calendar days, the insurance carrier will then pay for the first three days following the illness or injury. The County will then deduct the pay for those first three days from the employee's next regular payroll check. An employee may supplement workers' compensation benefits with accumulated sick leave, vacation or compensatory time if the employee provides a request for the supplement in writing to Human Resources. The County will then compensate the employee for the difference between his or her workers' compensation payment and the available sick leave, vacation or compensatory time payment. The employee's accumulated sick leave, vacation, or compensatory time will be reduced accordingly.

Workers' Compensation and FMLA

A workers' compensation absence may constitute a leave covered by the Family and Medical Leave Act (FMLA). If this is the case, the workers' compensation leave will run concurrently with applicable Family and Medical Leave. This may include cases where a temporary modified duty assignment is not available, or where an employee has refused a temporary modified duty assignment.

Return to Work

Before returning to work, an employee who has been receiving Workers' Compensation benefits must submit evidence that he/she is safely able to return to work.

TEMPORARY MODIFIED DUTY

Eligibility

Temporary or modified duty assignments may be made by the County for employees with work-related injuries or illnesses who are covered by workers' compensation. Eligibility for modified duty is limited to employees for whom the assignment would be a progressive step in their return to work.

An employee with a job-related injury or illness who refuses a modified duty assignment will lose workers' compensation payments and will be changed to only Family and Medical Leave Act (FMLA) leave status, if the employee's condition qualifies as a serious health condition as defined by FMLA, and the employee is eligible for leave under that policy. At that point, the County will require the employee to substitute accrued paid leave and/or compensatory time from the date the workers' compensation benefits cease.

Duration of Modified Duty Assignments

Assignment of modified duty tasks within an employee's medical restrictions is intended to be for a temporary duration determined by the respective Elected Official or Department Head and Human Resources. Modified duty assignments will be documented with a list of the functions assigned and the duration of the assignment. Temporary modified duty assignments shall not become regular assignments.

Medical Certification

Before assigning temporary modified duty the County requires medical certification from the County-designated physician that the employee is able to perform the proposed modified duty assignment. At

the conclusion of the modified duty assignment, the County will require fitness-for-duty medical certification to determine whether the employee is able to return to his or her normal job duties.

SECTION V

GENERAL PERFORMANCE GUIDELINES

PERSONAL CONDUCT

The success of Story County depends upon the confidence and respect employees generate while in their offices or at their workstations, representing the County at a business function, or in social gatherings. An employee must be able to work with others, to comply with the rules and regulations of the County's, to adjust to change, and to promote the best interests of the County. Where conduct does not meet expectations, corrective action, which could include termination, will take place.

In order to offer employees some guidance, the following list provides examples of conduct, that may result in corrective action up to and including discharge. This list is not all-inclusive and the County retains discretion in any circumstances to apply different standards or otherwise exercise its discretion to take corrective action appropriate to circumstances, including termination without notice.

- poor job performance
- sexual or other forms of harassment
- disregard of County policies and procedures
- disclosure of confidential business information
- possession, distribution, sale, use or being under the influence of alcoholic beverages or illegal substances while on County premises or worksites, while on duty, or while operating a vehicle leased or owned by the County.
- theft, falsification of records, assault, insubordination, fighting, defacement of property.
- excessive absenteeism, tardiness; failure to report for, or call in, to work
- having unauthorized firearms on County premises or while on County business
- violating a County safety rule or practice or creating or contributing to unsafe, unhealthy, or unsanitary conditions.
- failing to maintain confidentiality of County, client, patient, or customer information.
- failing to maintain necessary licenses and/or certifications.
- failing to maintain required motor vehicle insurability.

PERFORMANCE APPRAISALS

The written performance appraisal is designed to strengthen employee performance by providing feedback on performance, provide an opportunity to establish future goals and also provide management's expectation for employee performance. The performance appraisal is not to replace the daily feedback that occurs in the workplace but to provide an assessment of job skills and performance, identify areas of unsatisfactory job performance and needed improvement, provide recognition for above standard work performance and also provide communication between management and the employee which assists in creating a positive work environment.

Written performance appraisals will be completed at the end of an employee's probationary period, annually on the employee's anniversary date with the County and other times throughout the year if the need is warranted. Employees within their initial probationary period may be given an evaluation

prior to the end of the probation to provide feedback on performance and areas of needed improvement. A copy of the performance appraisal will be placed in the respective employee's personnel file.

PERFORMANCE IMPROVEMENT PLAN

The Performance Improvement Plan (PIP) is designed to facilitate constructive discussion between a staff member and his or her supervisor. The plan clarifies work performance to be improved, expected outcomes and support and observations management will provide. An employee may be placed on a Performance Improvement Plan at any time during his or her employment when his or her performance does not meet standards. During the Performance Improvement Plan the employee will be monitored to assess if appropriate improvement is being made. Supervisors will work with Human Resources to develop an appropriate Performance Improvement Plan for the employee. This will ensure consistent and fair treatment of employees. The length of the Performance Improvement Plan does not guarantee employment. At any time during the Performance Improvement Plan in which the employee is not making progress or other issues arise, formal action may be taken. A copy of the Performance Improvement Plan will be placed in the respective employee's personnel file.

CORRECTIVE ACTION FOR UNACCEPTABLE PERFORMANCE/BEHAVIOR

It is important that employees perform to the best of their abilities at all times. There may be occasions, however, where they may perform at an unsatisfactory level, violate a policy, or display inappropriate behavior. As previously noted, employment may be terminated at will by the employee or the County at any time with or without reason and without following any system of corrective action. Nevertheless, the County may choose to exercise discretion to utilize forms of corrective action that are less severe than termination in certain cases to give employees advance notice, whenever possible, of problems with their performance or behavior in order to provide them an opportunity to correct the problem. Examples of such less severe forms of corrective action include verbal warnings, written warnings, probationary action/suspension, and demotion.

Although one or more of these following steps may be taken in connection with a particular employee, no formal "step" or progressive corrective action is necessary.

Verbal Warning: A verbal warning is an opportunity for an immediate supervisor to inform an employee of deficient performance, unacceptable behavior, or any other matter affecting his/her employment at the County. At this time, the immediate supervisor may suggest ideas and recommendations to assist the employee in improving his/her work or behavior. A record of the verbal warning will be kept by the immediate supervisor.

Written Warning: If satisfactory improvements are not made following a verbal warning or if new or additional performance deficiencies and/or unacceptable behavior develop, an employee may receive a written warning. The employee will be asked to sign the written warning to verify that the performance issue and/or unacceptable behavior was discussed with him/her. The original signed warning will be placed in the employee's personnel file and the employee will receive a copy.

Probationary Action/Suspension: If satisfactory improvements are not made following a written warning or if new or additional performance deficiencies and/or unacceptable behavior develop, an employee may be placed on probation or suspended with or without pay, depending on the situation. The employee will be advised of the action in written form and he/she will be asked to sign the document to verify that the performance issue and/or unacceptable behavior was discussed with him/her. The original signed document will be placed in the employee's personnel file and the employee may receive a copy.

Termination of Employment: Termination of employment may result if satisfactory improvements are not made by the employee after previous corrective action steps have been taken, or, at any other time, at the County's discretion.

If an employee, for any reason, refuses or is unable to sign the corrective action document, the immediate supervisor will note the date it was presented and discussed with the employee and the reason why the employee did not sign a document (e.g., refusal, absence, etc.). All signed or noted corrective action documents will be kept in the employee's personnel file. Signing a corrective action document only indicates that the employee has been advised of the problem and has read the document.

SEXUAL AND OTHER FORMS OF HARASSMENT

Story County is committed to providing a work environment that is free of discrimination. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, creed, sexual orientation, gender identity, disability or any other legally-protected characteristic are unacceptable when they are considered offensive by an employee.

As an example, sexual harassment, (both overt and subtle) can serve to create an offensive work environment and is thus prohibited. Sexual harassment means unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made, explicitly or implicitly, a term or condition of an individual's employment.
- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual.
- Such conduct has the purpose or effect of unreasonable interference with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may consist of a variety of behaviors, including, but not limited to the following examples:

1. Verbal conduct such as sexual innuendo, suggestive comments, jokes of a sexual nature, sexual propositions, or threats;
2. Non-verbal or visual materials such as derogatory posters, photography, graffiti, cartoons, drawings, or gestures;

3. Physical conduct such as unwelcome touching, hugging, kissing, coerced sexual contact or assault;
4. Threats or demands to submit to sexual requests in order to keep one's job or receive some job-related benefit; or
5. Retaliation for reporting or threatening to report harassment.

If the employee has reason to believe that he/she is the victim of sexual harassment, he/she should promptly report the facts of the incident to the employee's immediate supervisor. The person receiving a complaint of being sexually harassed shall immediately notify the Department Head or Elected Official, if not the immediate supervisor, and Human Resources. A prompt investigation will be conducted and appropriate corrective action will be taken where it is warranted.

If the employee feels that the matter has not been adequately resolved, he/she may take the matter to Human Resources or to the Board of Supervisors or appropriate governing body (in the case of initially reporting it to the immediate supervisor/Department Head/Elected Official) to be reviewed. A review of the matter will be undertaken and a determination will be made as soon as practical and communicated to the employee.

All reports of sexual harassment will be investigated. The investigation and any action taken will be handled in a confidential manner to the extent possible. However, this is not a promise or guarantee of confidentiality.

In the event a non-employee subjects an employee to sexual harassment in the workplace, the employee's immediate supervisor or Human Resources will inform the non-employee of the County's policy against sexual harassment. Other action will be taken as appropriate.

Harassment based on race, color, religion, creed, age, gender, sexual orientation, gender identity, national origin, or disability may include, but is not limited to the following:

- 1) Epithets, slurs, jokes and name calling, negative stereotyping, or threatening, intimidating or hostile acts, which relate to race, color, religion, creed, age, gender, sexual orientation, gender identity, national origin, or disability.
- 2) Written or graphic material that ridicules, defames or shows hostility or aversion toward an individual or group because of race, color, religion, creed, age, gender, sexual orientation, gender identity, national origin, or disability and that is placed on walls, bulletin boards, or elsewhere on the County premises, or that is circulated in the workplace.

ANTI-RETALIATION

Like unlawful discrimination and harassment, retaliation is prohibited by both law and County policy. The type of activity for which employees are protected from retaliation fall into two categories: (1) opposing any practices made unlawful by anti-discrimination statutes, safety laws or public policy or (2) participating in proceedings brought pursuant to such laws. Retaliation is considered as any conduct that is reasonably likely to prevent the exercise of an employee's rights, regardless of the level of harm

to that employee, such as threats, reprimands, negative performance evaluations, harassment, and any other adverse treatment.

Any employee, who in good faith and reasonableness, believes he/she has been subjected to retaliation should promptly report the alleged activity to Human Resources. The alleged retaliation will be promptly investigated and resolved as appropriate.

All reports of alleged retaliation will be maintained as confidential to the extent practicable, given the need to investigate and resolve issues.

WORKPLACE VIOLENCE

Story County is committed to providing a safe work environment free from violence, aggression or threatening conduct of any kind. Workplace violence includes all conduct and circumstances that create a threat to an employee's safety whether actual acts of violence or threats of violence. All threats, threatening behavior, acts of violence against employees or by employees, public members, or visitors on Story County property will not be tolerated.

Prohibited Conduct

Employees are prohibited from making threats or engaging in violent activities toward any employee, the County or any member of the general public. Although not all-inclusive, the following are examples of behaviors included in this policy:

- Causing physical injury to another person.
- Making threatening remarks in person, in writing, by telephone or other means of communication.
- Aggressive or hostile behaviors that create a reasonable fear of injury to another person or subjects another individual to emotional distress.
- Intentionally damaging County property or the property of another employee.
- Unauthorized possession of a weapon while on County property or while on County business.
- Committing acts motivated by, or related to any form of prohibited harassment or domestic violence (see also Workplace Harassment Policy).
- Any other act or statement that a reasonable person would perceive as constituting a threat or act of violence.

Weapons

Story County prohibits all employees from carrying weapons of any kind onto County property unless otherwise provided for by State law. County property includes, without limitation, all County parking lots, buildings (leased and owned), grounds and vehicles used for County business. Employees who are off County property but performing a task for the County are covered by this policy.

ATTENDANCE AND PUNCTUALITY

Story County expects employees to be conscientious about attendance and punctuality at work. Employees are part of a team, and getting the work done depends on everyone being in the right place at the right time.

Work schedules will differ by departments. An employee's immediate supervisor will inform the employee of his/her work schedule.

It is important that an employee be ready to begin his/her assigned duties at the designated starting time.

Punctuality in returning from lunch breaks is also essential to ensure the smooth operation of service to the customer.

Planned absences, such as vacation or leave without pay, are to be requested as far in advance as possible.

If an employee is going to be absent for unplanned reasons or anticipates being late for work, his/her immediate supervisor must be notified no later than 30 minutes after his/her work day has commenced, unless it is physically impossible to do so. If the immediate supervisor is unavailable, the employee must contact either Human Resources or other designated personnel. If the absence extends more than one day and the date of return is indefinite, the employee must keep his/her immediate supervisor informed of the situation by reporting daily, unless otherwise excused, as to the reason for continued absence and the probable date of return. If an employee is absent for more than three consecutive days, the County reserves the right to request a doctor's release before returning to work.

Unreported absences will be treated as time-off without pay and considered as being non-compliant with this policy. If an employee is absent for two (2) consecutive work days, and he/she does not report his/her absence per the policy, the employee shall be considered to have voluntarily resigned.

PERSONAL APPEARANCE AND CLEANLINESS

Story County's public image is a direct result of its employees, both individually and collectively. Quality service, positive attitude, cooperation, and good customer relations are key factors in creating and maintaining a favorable image.

The County expects employees to be neat and clean in their grooming and personal hygiene while at work or performing work for the County.

IDENTIFICATION BADGES

All employees shall possess a County Employee Identification Badge during their employment with Story County. Badges shall be worn using a clip-on type or a breakaway lanyard (unless there is a safety concern where wearing something that hangs loosely might get caught in machinery).

Acceptable means by which the badge is visibly displayed include wearing it on a lanyard around the neck, clipped to a shirt or hung from a belt loop. When the badge is unable to be displayed due to safety, there is an expectation for it to be readily accessible. All Identification Badges must be obtained through the Facilities Management Department.

Application for Identification Badge

The Department Head or Elected Official must complete an Access Authorization Form and email to Facilities Management Work Orders at least 48 hours prior to the employee's hire date. Employment cannot begin prior to issuance, except for extenuating circumstances with prior approval. In order to issue the County Identification Badge, the employee must verify his/her identification by means of a valid driver's license or other valid document that includes photo identification. Other valid documents accepted include passport, military ID, non-operator ID and student identification. The ID must contain the employee's name and picture. This information will need to be provided on the employee's first day of employment in order to receive the identification badge.

An instruction sheet that explains the purpose and appropriate use of Identification Badges will be provided to employees with each badge issued.

Access

In addition to providing identification, the badge will also serve as an access card to designated areas. Printed on the badge will be unique codes to provide access to certain county departments and buildings through keyless entry. While not all employees will need access to buildings with keyless entry, all applicable employees shall obtain an identification badge.

Identification Badge Use

Identification badges shall be displayed at all times by County employee's on any county work site or facility and when conducting official County business with the exceptions of law enforcement individuals, appropriate County Attorney personnel and when the badge creates a safety hazard or risk. When the badge is unable to be displayed due to safety, there is an expectation for it to be readily accessible.

In order for consistency across the County, one standard will be implemented countywide with the exception of the Sheriff's Office and applicable County Attorney personnel. The Facilities Management Department will provide identification badges for all departments and offices. Badges will include a photo of the employee, the employee's name and the Story County logo. Key card access to areas and/or buildings for each individual will be determined by their department head/elected official and designated on the Access Authorization Form. Because the identification badge allows access to particular doors, employees must safeguard their identification badge and not lend the badge to any other person for any reason. Lost, misplaced or stolen identification badges must be reported to management immediately. It is the responsibility of management to ensure this policy is adhered to and enforced in their department/office.

Replacement

Identification badges will only be re-issued if the badge is lost, stolen, damaged or malfunctioning. Identification badges will be replaced at no cost if damaged, stolen or malfunctioning. Lost identification badges or those deliberately damaged or damaged through negligence will be replaced

once at no cost and at the direct cost to the employee after that. Employees may not attach any foreign object to the identification badge. Foreign objects would be anything attached to the badge other than a lanyard or clip. Doing so will result in the required issuance of a new identification badge at the direct cost to the employee.

To request a replacement, email the Access Authorization Form to Facilities Management Work Orders. 48 hour notice is not needed for replacement badges. A new picture will be required. Upon a name change, a new Identification Badge will be required. Follow the same procedure as a replacement.

Fraudulent Use of Identification Badges

Fraudulent use of identification badges will result in disciplinary action. Fraudulent use includes, but is not limited to, using or permitting the use of a badge by a person other than the individual to whom it was issued. Employees are not authorized to use the identification badge outside the scope of work.

Return of Identification Badges

Employee identification badges are considered County property and must be returned directly to the employee's department head/elected official upon resignation or termination of employment. Employees who are on disciplinary leave must turn in their badge to their supervisor prior to the beginning of the leave.

COURTESY, SERVICE AND QUALITY

Employees must be courteous and pleasant.

In order to fulfill the County's goals to serve its customers efficiently and effectively, employees must provide the type of quality service they would expect if they were the customer. This also applies to co-workers.

CONFIDENTIAL INFORMATION

It is Story County's policy to treat in strict confidence all information regarding the affairs of customers, which is not already in the public domain.

Employees must make every responsible effort to ensure that all confidential records are kept under proper physical safeguards, that they can be reconstructed in the event of fire or other disaster, and that they will not be seen by unauthorized persons.

PERSONAL TELEPHONE AND FAX USE

As the County's goal is to serve its customers, it is important that the telephone lines be kept as free as possible so as not to interrupt the daily flow of County business. Good judgment should be used in telephone conversations with co-workers in terms of keeping to the point and limiting personal conversations while still being courteous. Also, personal telephone calls and personal use of fax

machines should be limited to those which are absolutely necessary, should occur during work breaks, and should be as brief as possible.

Cell phones are allowed in the work areas (unless prohibited by departmental or office policy); however, the same good judgment regarding County telephones will be expected in keeping personal conversations to a minimum. Unless prohibited by Department Head or Elected Official, cell phones will be set in vibrate mode or at a normal ring at low volume. If cell phones are brought to County meetings they are to be turned off or placed in vibrate mode.

No employee should have any expectation of privacy when utilizing telephones provided by or maintained by the County.

ELECTRONIC MAIL/COMPUTER PRIVACY POLICY

The County provides computing devices to employees for use in conducting County business. These devices are intended solely for County use. The County has a duty to maintain a positive and productive work environment including the use of County computing devices, while respecting the privacy of employees. The following policy is intended to inform employees of the limits to their privacy on County computing devices and to avoid potential misunderstandings, as well as to keep the County's work environment positive and productive.

The IT Department or other authorized persons, unless precluded by law, may at any time, without prior notice read any electronically stored data of electronic communications including, but not limited to: E-mail, Internet and fax communications contained on or transmitted by any County computing device. The IT Department shall not disclose the contents of such materials to others without permission except as is necessary to maintain the operation of computer programs, or as otherwise required by law.

Employees are responsible for exercising good judgement regarding the reasonableness of personal use on County computing devices. The employees may, from time-to-time, use County computing devices, including E-mail messages for personal reasons so long as that use does not create additional cost to the County or interfere with the performance of any employee's work. However, all computer material, including personal messages, may be read by the IT Department or other authorized persons. No employee should have any expectation of privacy when utilizing computing devices, telephones, printers, copiers, pagers, etc. provided by or maintained by the County.

No employee is permitted to deny the IT Department or other authorized persons access to any materials contained on or transmitted by County computing devices.

All communications incoming/outgoing over County computing devices, printers, copiers and/or telephones, must conform to all County policies. Employees may not use the County E-mail system in any way that may be interpreted as comments that violate the County's Workplace Harassment Policy, are insulting, disruptive, or offensive by other persons. Examples of forbidden transmissions include sexually explicit messages, cartoons, or jokes; unwelcome propositions, or love letters; ethnic or racial slurs; or any other message that can be construed as harassment or disparagement of others based on their race, religion, creed, color, sex, age, national origin, sexual orientation, gender identity, or disability. Any employee who receives such communications cannot assume that the County is aware of those

materials and must forward them to the IT Department or other authorized persons, who should print a copy, provide to Human Resources and then immediately delete.

LOADING AND INSTALLING OF COMPUTER SOFTWARE POLICY

Computing devices shall be loaded with programs or files that have been purchased for that specific computing device by the County. No unauthorized software may be installed on any county-owned computing devices. With the exception of files from business associates or co-workers, no files shall be downloaded from the Internet or any files accepted from an E-mail message.

In order to resolve problems and to reduce conflicts with hardware and software on PCs, all software and hardware needs to be approved prior to the purchase and installation of the product. Software and hardware that is not approved and/or not used to conduct business for the County will be removed. This includes wallpaper, screen savers, and unapproved personal software.

If a computer is not operating properly, contact an IT employee. The IT employee will check the computer to see if it is a software or hardware problem. If the computer needs service, the IT employee will then coordinate the repair of the unit and return of the computer to the employee.

SOCIAL MEDIA POLICY

GUIDELINES

Personal Use

Story County employees' personal use of any social media should remain personal in nature and should be used to share personal opinions and other non-work related information. Unless authorized, a County employee shall not use his or her personal social networking, social media or web-based site to conduct County business.

Individuals that choose to identify themselves as County employees, should consider whether statements they publish may be construed as expressing official County positions and whether or not such statements are accurate representations. A County employee should also take appropriate steps to ensure that communications made in an employee's personal capacity represent the specific employee's personal opinion and do not reflect or represent the opinion of Story County or the department/office for which the employee works. To ensure an employee's personal postings are not wrongfully attributed to Story County an employee may wish to post a disclaimer such as:

The postings on this site are my own opinion and do not reflect or represent the opinions of Story County or the department/office for which I work.

For security purposes, Story County employees are prohibited from using their Story County email account or username in conjunction with a personal social networking, social media or web-based site unless prior authorization is given by the Board of Supervisors.

Professional Use

All County related communication through social media, social networking and web-based sites shall remain professional in nature and comply with Story County's Social Networking policy. Story County employees must not use official County social media, social networking or web-based sites to conduct private business activities.

Prohibited Actions

Employees shall refrain from using social media while on work time or on Story County equipment, unless it is work-related and prior authorization is given by an employee's supervisor.

Employees shall not:

- Post comments and materials to resolve a workplace grievance that could be viewed as malicious, obscene, threatening, intimidating or that could create a hostile environment on the basis of race, sex, disability, religion, sexual orientation or any other status protected by law.
- Discuss or display information, including photographs, online that is confidential or proprietary to the County, or to a third party that has disclosed the information to Story County.
- Impersonate the employer, making statements on behalf of Story County without authorization, or making statements that can be construed as establishing the employer's official position or policy on any particular issue.
- Engage in any online actions that would violate Story County's Workplace Harassment Policy.

Violations

Violations of this policy may result in disciplinary action up to and including discharge.

Employees are responsible for reporting suspected violations of this policy to their direct supervisor, or the next highest supervisor if the suspected violation involves the employee's immediate supervisor.

SMOKING POLICY

Story County is committed to providing a safe, healthy and comfortable working environment for all its employees and will comply with the Iowa Smokefree Air Act, currently adopted as Iowa Code Chapter 142D. The law states that smoking is prohibited within the confines of any public buildings owned, leased or operated by or under the control of the County, the grounds of any public buildings owned, operated, leased or controlled by the County, all County-provided vehicles and roads-related equipment. Employees are not allowed to use tobacco products, including the use of electronic cigarettes (e-cigarette or vapor), use electronic vaping devices, personal vaporizer (VP) and or/electronic nicotine delivery systems (ENDS) and/or alternative nicotine products anywhere on County property or in County vehicles and equipment owned, leased or operated by or under the control of Story County, except the County's area designated for smoking which is limited to the sidewalks adjacent to city streets, and they must dispose of any smoking materials in the receptacles provided.

FOOD AND DRINK AT WORKSTATIONS

It is of primary importance that Story County presents a businesslike atmosphere to customers and other visitors who have occasion to be in County facilities. Thus, there are some areas where food and drink are obviously not in good taste. There are other reasons why these practices may not be appropriate, such as possible damage to machines, papers, documents, valuables, etc., or, in some cases,

interference with efficient operation. Employees are expected to exercise good judgment in these matters.

Drinking coffee and other beverages is allowed at workstations, unless specifically prohibited by departmental rules.

ALCOHOLIC BEVERAGES

The County prohibits the consumption of alcoholic beverages during working hours or on County premises, unless it is a part of an organized function approved by the Board of Supervisors or the Governing Boards. Also, all employees are prohibited from reporting to work under the influence of alcohol, or carrying or possessing alcohol on County property.

DRUG FREE WORKPLACE

It is the policy of the County to create a drug-free workplace in keeping with the spirit and intent of the Drug-Free Workplace Act of 1988. Story County expects employees to arrive at work as scheduled in a reliable state free of the influence of alcohol and drugs and continue to remain free of the influence while on the job. The use of controlled substances is inconsistent with the behavior expected of employees, subjects all employees and visitors to the County facilities to unacceptable safety risks, threatened the County's ability to function effectively and efficiently, and undermines the public's trust in its operations. Under no circumstances should employees be consuming alcoholic beverages or taking illegal drugs during the workday. Possessing, consuming, purchasing/selling, or manufacturing alcoholic beverages or controlled substances while employees are conducting County business or on County property is prohibited.

If an employee becomes aware of another employee selling, purchasing transferring or using illegal substances while on the job, he/she is expected to take prompt action to report circumstances to his/her immediate supervisor or Human Resources.

Story County also prohibits the unauthorized use or abuse of a prescription medication while they are conducting official business or on County property. Employees using prescription drugs under a doctor's prescription are advised to notify his/her supervisor if possible side effects could affect the work being performed. CDL drivers shall notify their supervisor of any medication prescribed which have a physician or pharmacist warning with respect to operation of machinery or vehicles. If the medication affects the employee's work, arrangements may be made for him/her to have the necessary time off or a temporary alternate job function assigned. This will be handled on a case-by-case basis. Story County reserves the right to take appropriate action if the use of a prescribed or an over-the-counter drug is impairing or is deemed likely to impair the employee's ability to perform his/her job.

Employees are prohibited from driving a County vehicle or a personal vehicle when the employee is engaged in County business within a four (4) hour period after consuming an alcoholic beverage, using a controlled substance or engaging in unauthorized use/abuse of a prescription medicine.

In accordance with the Federal Drug-Free Workplace Act of 1988, all employees are required to report to their supervisors any criminal drug-statute convictions for violations occurring in the workplace or on work time within five days following such a conviction.

NOTIFICATION OF ARRESTS AND OTHER GOVERNMENTAL ACTION

Employees are expected to perform their assigned jobs, respect and follow County policies and obey the law. In the event that employees are arrested or receive a citation for any crime, have criminal charges filed against them, receive notice of the disposition of any criminal charges pending against them (including, but not limited to a conviction, a guilty plea or a plea of nolo contendere (no contest) or deferred judgement) or receive notice of any charges relating to operating a motor vehicle while intoxicated, they must notify their immediate supervisor and Human Resources within five (5) business days of notification to the employee.

Employees whose duties require possession of a Commercial's Driver's License and/or who regularly and frequently operate County vehicles must report all charges and citation, including traffic tickets such as speeding. Other employees need not report such traffic tickets.

Employees who have contact with minor children must notify the Human Resources Director of any child abuse complaints filed against them within five (5) business days of notification to the employee. Employee must also notify the Human Resources Director regarding the finding in any complaint against them alleging child abuse within five (5) business days of notification to the employee.

Any and all information relating to arrests, criminal charges, and child abuse complaints will be treated as confidential and maintained as part of the employee's personnel file.

Employees who do not notify the County of arrests, criminal charges and child abuse complaints within the timeline illustrated above may be subject to disciplinary action up to and including termination.

DRUG TESTING

Story County will conduct drug and alcohol tests under the following conditions:

- Pre-Employment Substance Abuse Testing
- Reasonable Suspicion Testing
- Random Testing – DOT Protocol (required by federal laws and regulations for safety-sensitive positions)
- Post-Accident Testing
- Return To Duty Testing

- Follow-up Testing

Drug testing will screen for the following controlled substances: Amphetamines, Cocaine Metabolite, THC Metabolite, Opiates (heroin, morphine, codeine), and Phencyclidine. Drug testing of employees will be conducted in accordance with Story County's Drug Free Workplace/Drug and Alcohol Testing Policy and applicable state and federal law.

DISTRACTIVE DRIVING

The safety and well-being of our employees is of critical importance to our organization. Activities which would require drivers to take both hands off of the wheel at the same time or their mind entirely off driving responsibilities are prohibited. The following activities are considered distractions that are prohibited by a driver while the vehicle or equipment is in motion. This list is not intended to be all inclusive, but to be used as a guideline as to what would be inappropriate.

- Use of a hand-held cell phone
- Texting or e-mailing with a cell phone, PDA or any other electronic device
- Operating laptops, televisions, tablets, portable media devices or GPS devices
- Use of radio or stereo headphones/earbuds
- Use of electronic games
- Use of a device in violation of any applicable local ordinance, state or federal statute
- Putting on make-up and/or reading any type of document, printed or electronic

Employees are expected to follow all driving laws, safety rules and avoid confrontational or offensive behavior while driving. Hands-free cell phone use, while driving, may be warranted in unusual or emergency circumstances and should be of limited time in nature. Extended cell phone conversations need to be held with the vehicle parked in a safe and legal parking area.

SEAT BELTS

Employees are required to use seat belts for all seats when riding in or operating County vehicles and while riding or operating personal vehicles while on County business.

TRAFFIC VIOLATIONS

Penalties/fines resulting from moving traffic violations and/or non-compliance with transportation requirements while operating County vehicles are the responsibility of the employee. These violations may also be subject to corrective action.

DRIVERS LICENSE VERIFICATION

Pre-employment and annual verification of employees driver's licenses will be conducted through visual inspection and formal Department of Motor Vehicles review checks by Human Resources or a specific individual within an office/department designated by the elected official or department head. Human Resources or the respective department shall keep a log of the driver's license checks with the following information:

- *Date
- *Employee
- *Results

Elected officials/department heads and Human Resources will be notified of any license suspensions, revocations, etc. in order for appropriate action to be taken.

LOSS OF CHAUFFEUR'S OR OPERATOR'S LICENSE

According to Section 321J, Code of Iowa, the following shall apply to all employees whose job description requires them to have a valid operator's or chauffeur's license:

1. IF LOSS IS DUE TO "OFF DUTY" ACTIVITY

First loss of license – If the legal infraction is a misdemeanor, the County will work with the employee to obtain a driving permit for work if the employee agrees to and does proceed with appropriate treatment or training. If the legal infraction is a felony, the employee will be terminated immediately.

Second loss of license may result in termination of employment.

2. IF LOSS IS DUE TO "ON DUTY" ACTIVITY

First loss of license – If the legal infraction is a misdemeanor, the employee's pay will be immediately reduced, at a minimum, to the relative position in a pay grade, one grade lower than the employee's current pay grade. The employee will remain at that grade until driving privilege is restored and the employee has completed appropriate treatment or training. No request for work permit will be made.

Second loss of license or loss due to a felony infraction of the law – immediate termination.

It shall be the employee's responsibility to immediately inform the County of a potential loss of driving privileges and to keep this information current up to and including final judicial action. Any evidence of concealment or the providing of erroneous information will be grounds for immediate termination of employment.

An employee is presumed innocent until found guilty in the courts. The County reserves the right to use its discretion as to actions to be taken.

Story County does not allow installation of ignition interlock devices on County vehicles.

COUNTY PROPERTY

Employees must keep their work areas, and assist in keeping common areas, neat and clean and to use normal care in handling of County property. Any broken or damaged tools or equipment must be reported to the employee's immediate supervisor at once so that proper repairs can be made.

Employees are not to use any County property for personal purposes or remove any County property from the premises without prior written permission from their immediate supervisor.

COUNTY POOL CARS

County pool cars can be checked out through the Administration Office for use on official County business. The use of county vehicles for personal use is not allowed.

SECONDARY EMPLOYMENT

Secondary employment is not permitted if such employment adversely affects the quality of an employee's work as determined by his/her immediate supervisor and/or Department Head or Elected Official.

Also, outside employment is not permitted if it detrimentally affects the County's image or is a conflict of interest.

Approval for any secondary employment that may be construed as a conflict of interest should be obtained from an employee's immediate supervisor prior to accepting such employment.

PERSONAL MAIL

Employees should not direct personal mail to the County. Also, County stationery should not be used for personal correspondence because any communication sent out under the County's letterhead may be considered an official communication.

OFFICIAL LETTERS

Only authorized employees are to sign letters sent out by the County. This authority may be delegated to an employee by his/her immediate supervisor. Where there are occasions that an employee feels a letter is a benefit to the County, such situations must be referred to his/her immediate supervisor for his/her review and signature.

SOLICITATION

Solicitation of any type, including solicitation of signatures or money for any purpose or cause, in any area of the County during working time is prohibited without the approval of the Department Head or Elected Official.

If approved, solicitation will be permitted during the employee's non-working time, such as break periods, meal times, or other specified periods during the workday when employees are not engaged in performing their work tasks. An employee who is not on working time may not solicit an employee who is on working time.

Distribution by employees of leaflets, pamphlets, advertising, tickets, notices, or other such written materials is prohibited in working areas at any time and in non-working areas during working time.

Solicitation, distribution of literature, or trespassing by non-employees is prohibited on County premises.

INCLEMENT WEATHER

In extreme circumstances it may be necessary to close the Administration Building or other county offices and facilities, or have a late start. If an employee's office is officially closed by the Board of Supervisors, then regular employees will be paid for hours lost due to the closing of the office. If the decision is for a late start, full-time employees will be paid for the hours between their regularly scheduled start time and the delayed start time.

In case of serious inclement weather conditions on any particular day, the Emergency Management Coordinator, with the assistance of the County Engineer and the County Sheriff, will be authorized to make an assessment of the status of the weather and make a recommendation to the Chair, County Board of Supervisors, or in his/her absence, the Vice-Chair, as to whether to officially close the Administration Building and other offices, or to have a delayed start. This recommendation must be made as early as possible so that the Chair or Vice-Chair can notify the radio stations.

In case of a severe snowstorm (defined as blizzard conditions as determined by the National Weather Service), or other severe weather conditions, such as a tornado or flooding conditions, the following policy will be in effect:

1. If an employee is unable to get to work, he/she will be allowed to charge such an absence to vacation, or compensatory time provided he/she has the time accumulated. If no paid time is available, the employee may choose to take the time off without pay with Department Head or Elected Official approval.
2. In the event a severe snow storm or other severe weather conditions should occur the day before or on the day after one of the observed holidays, holiday pay will be paid to all eligible employees, whether or not they worked the day before or the day after the holiday.
3. An employee may request to leave work early because of a severe snowstorm or other severe weather conditions. If the request is approved, the employee must use accumulated

compensatory time before using vacation time, unless it is more likely than not the employee will lose vacation during the pay period if compensatory time is used instead of vacation time. If no paid time is available, the employee may choose to take time off without pay with Department Head or Elected Official approval.

4. Benefit accumulation and eligibility will not be affected if an employee chooses to take the time off without pay.
5. Employees in departments that serve the public during severe weather (including departments that provide snow removal and law enforcement services) are expected to report to work during severe weather conditions.

REIMBURSABLE EXPENSES – TRAVEL AND TRAINING

If an employee is required to use his or her own vehicle to fulfill the job requirements of the County, the employee will be reimbursed at the current mileage allowance. All mileage reimbursements must have approval of the Department Head or Elected Official.

The following expenses for County approved meetings, training, and conventions will be considered for reimbursement:

- a) **TRAINING** – The County encourages the development of each employee to his/her fullest potential. One means of obtaining this goal is through additional training. Participation in and successful completion of special training programs in job related courses shall be considered in promotions. Evidence of successful completion of training programs shall be filed by the employee with the Department Head or Elected Official.
- b) **LEARNING SESSIONS** – Appropriate instructional meetings, schools, and conferences presented by various organizations inside and outside the county may provide a beneficial learning experience to certain employees. The main criteria must be used in judging the appropriateness of such learning sessions are the anticipated improvement of the individual employee's efficiency and/or the subsequent increased efficiency of the employee's Department Head or Elected Official. (College coursework does not fall under this policy.)

If the learning session involves costs exceeding \$300, the employee shall submit a letter describing the learning session and requesting approval to attend to his/her Department Head or Elected Official and Board of Supervisors at least two (2) weeks prior to the date of the session. An estimate of travel expenses to be incurred must accompany this letter. All reimbursements shall have been specifically appropriated in the Department's budget for this purpose. Approval must be obtained prior to attendance.

- c) **OFFICIAL BUSINESS OUTSIDE THE COUNTY** – Pre-approved expenses for travel incurred on official County business will be reimbursed. Reimbursement for non-overnight travel meals expense is considered a taxable benefit.

- d) OFFICIAL BUSINESS WITHIN THE COUNTY – Pre-approved costs incurred for mileage and registration fees by an employee on official business, will be reimbursed. Reimbursement for non-overnight travel meals expense is considered a taxable benefit. All reimbursable costs must be approved by the Department Head or Elected Official and included in his/her budget.

Travel expense reports and receipts are to be submitted after the employee returns from the event. Payment for attending required in-service meetings, schools, or other delegated meetings will be in accordance with the Fair Labor Standards Act.

USE OF PERSONAL VEHICLE FOR COUNTY BUSINESS

Employees who use their personal vehicles to perform county business as part of their employment duties must provide to their respective Elected Official or Department Head proof of personal vehicle insurance coverage indicating that all personally owned vehicles driven by the employee during employment hours have insurance coverage. The personal insurance policy shall show a minimum limit of liability coverage in the amounts of:

Bodily Injury Each Person:	\$100,000
Bodily Injury Each Accident:	\$300,000
Property Damage Each Accident	\$100,000
Or/Combined Single Limit	\$300,000

Employees shall agree to maintain the above limits of liability at all times while employed by the County and will provide notice of any change in insurance coverage. All employees further understand that the County does not provide any coverage for the employee while operating his/her personal motor vehicle while performing County business (except as indicated below) and that his/her personal vehicle insurance coverage will be the primary insurance coverage for him/her in the event of loss. The County will provide coverage that protects only Story County in the event of a loss.

In the event the employee cancels or materially changes his/her vehicle insurance coverage he/she is required to notify the County and immediately cease operating his/her personal vehicle while performing official County business until the required insurance is reinstated.

SECTION VI

PAY PRACTICES AND HOURS OF WORK

PAY & HOURS OF WORK: GENERAL PROVISIONS

Work Schedules

Generally, employee work schedules will not change from week to week. However, daily and weekly work schedules may be changed at the discretion of each Department Head and/or immediate supervisor to meet varying conditions and workload. Changes in work schedules will be announced as far in advance as possible.

The normal work week is forty (40) hours. Work schedules are determined by the needs of the respective County office.

OSHA Regulation for Restroom Breaks

OSHA's sanitation standard for general industry, 29 CFR 1910.141 provides employees with toilet facilities, in toilet rooms separate for each sex, based on the number of employees at a job site. This standard is intended to ensure that the County provides employees with sanitary and available toilet facilities so that employees will not suffer the adverse effects that can result if toilets are not available when employees need them.

Lactation Breaks

Story County will provide reasonable break time for an employee to express breast milk for her nursing child for one (1) year after the child's birth each time such employee has need to express the milk. The County will provide a place to be used to express breast milk, other than a bathroom that is private and free from intrusion from co-workers and the public.

Lunch Periods

Lunch periods (maximum of one (1) hour) are also determined by the needs of the respective department. Lunch periods should be staggered to ensure that offices remain open to serve the public during the entire day.

Rest Periods

One (1) fifteen (15) minute break is allowed during each one-half (1/2) work day. Rest periods shall not be used to lengthen lunch hours or shorten work hours.

Recording Work Hours

All employees must accurately record their hours worked for each pay period on a form provided by the County.

Overtime

Overtime work may be necessary to maintain County operations; however, overtime must be approved by an employee's immediate supervisor before it is worked.

For overtime pay purposes, the defined work week commences at 12:01 A.M. on Sunday and ends at 12:00 midnight on Saturday. Employees classified as nonexempt employees under the Fair Labor Standards Act will be compensated for overtime hours in the form of monetary compensation or compensatory time. Holidays are considered time worked for overtime purposes. Employees who are classified as exempt employees under the Fair Labor Standards Act are not eligible for overtime or compensatory time.

Compensatory Time

Non-exempt employees may accrue compensatory time at the rate of one and one-half (1 ½) hours for each hour of overtime. The maximum number of hours that an employee may accrue is forty (40) hours. Once an employee reaches the maximum of forty (40) hours, overtime will be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate. The employee and his/her immediate supervisor shall agree prior to July 1 of each year if compensatory time will be accrued or if overtime will be paid. Disagreements will be handled through normal problem resolution procedures. No change will be made during the fiscal year.

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 through the carryover provision).

Longevity Pay

In addition to base pay, County employees will receive longevity pay after five (5) years, according to the longevity pay schedule available from the respective Elected Official or Department Head.

Direct Deposit

Employees hired after July 1, 2007 are required to be paid by direct deposit to an employee's bank account. Employees will receive a pay stub regarding pay information.

Payday

Employees are normally paid by the end of the working day every other Friday for the previous two week pay period.

New employees are paid for the actual number of days worked in the pay period in which they start.

All required deductions, including those for state and federal taxes and contributions to IPERS and Social Security, and all authorized voluntary deductions, including health insurance contributions, will be automatically withheld from an employee's pay.

Lost Checks

In the case where an employee has lost his/her check, a report of the loss should be made immediately to the Story County Auditor's Office. The procedure followed in issuing a new check will be explained to the employee and upon completion of this procedure a new check will be issued.

COMPENSATION POLICY**Compensation Plan**

Story County's compensation plan is designed to allow the County to recruit and retain qualified personnel. Human Resources is responsible for maintaining the County compensation plan and administering the pay practices and procedures.

Entrance Wage/Salary

The wage/salary for a new non-bargaining employee will normally be established at the minimum of the salary range unless a new employee has credentials, experience or other relevant criteria to

warrant a starting salary above the minimum. The entrance wage/salary will be established according to the provisions of the Classification and Compensation Policy.

Pay Increases

The ability of the County to provide wage/salary increases or adjustments for non-bargaining employees is subject to available resources. At its discretion, the Board may authorize one or a combination of the types of pay increases listed below for non-bargaining employees.

1. Across-the-board increases (cost-of-living increases) adjust the pay of all employees on an equal basis. This type of increase does not distinguish or recognize individual employees' performance.
2. Step Increases adjust the pay of employees based on the employee's anniversary date. Non-bargaining employees whose positions fall on the pay matrix will receive a step increase on their anniversary date with the County until the maximum step is reached. Performance evaluations shall be completed and submitted to Human Resources on or before an employee's anniversary date in order to process the step increase. Step increases will be effective the pay period following an employee's anniversary date. An employee, who is on a performance improvement plan due to unsatisfactory job performance or receives a "below average" rating on his/her performance evaluation, shall not be eligible for a step increase. If this situation occurs, the employee will be eligible for the step increase six (6) months after his/her anniversary date if at that time performance is satisfactory and the employee is no longer on a performance improvement plan.
3. Merit Increases are designed to reward competent and contributing employee performance and to provide the appropriate incentives for high employee productivity. Employees whose positions are classified as professional and management as listed on the compensation schedule will be eligible for merit increases on their anniversary date. Employees' whose positions are on a pay matrix that includes step increases, will not be eligible for merit increases. In determining the appropriate merit increase, the Department Head or Elected Official may consider such factors as the employee's performance evaluation, contributions to the overall effectiveness/efficiency of the department, completion of special projects, experience, skills, abilities, attendance, any verbal counseling or disciplinary action or any other factors he/she deems appropriate. An employee, who is on a performance improvement plan due to unsatisfactory job performance or receives a "below average" rating on his/her performance evaluation, shall not be eligible for a merit increase. If this situation occurs, the employee will not be eligible for a merit increase during the current fiscal year. Performance evaluations shall be completed and submitted to Human Resources along with the merit increase recommendation form on or before an employee's anniversary date in order to process the information to submit to the Board of Supervisor's for their consideration to approve the merit increase. All recommendations for merit increases must be adequately documented prior to being processed by the Human Resources Department. Merit increases will be made effective the pay period following an employee's anniversary date. Merit increases will be award in .50% increments between 1% and 3%. The percentage range for merit increases is subject to Board approval during the budget review for each fiscal year. The Board of Supervisors

has the ability to accept, lower or reject the recommended merit increase for an employee based on the documentation provided by the Department Head or Elected Official.

Transfers

When an employee is transferred from one position to another position within the same pay grade, he/she shall continue to receive the same pay rate.

Promotions

When an employee is promoted from a position in a lower pay grade to a different position in a higher pay grade, or his/her position is moved to a higher pay grade after re-evaluation, the employee shall receive a wage/salary increase of either five percent (5%) or the minimum rate established for the higher pay grade, whichever is greater. In the event that the promotion involves movement of two or more pay grade levels, the Board of Supervisors may, upon request and recommendation of the employing Department Head or Elected Official approve an increase greater than five percent (5%). If an employee is promoted from a position on the pay matrix to another position on the pay matrix, the employee will be placed at the next higher paying step in the new classification compared to the current pay of the position in which the employee is being promoted from.

Demotions

When an employee is demoted or voluntarily moves to a job that is graded lower than the previously held position, a pay decrease may occur. Consideration will be given to the reason for the change, the employee's work history and the difference between the employee's current rate of pay and the pay range of the grade to which the new position is assigned. If both positions fall on the pay matrix, the employee will be placed at the closest step compared to current pay. This step may be at or below the current pay, depending on the position to which the employee is being demoted.

Compensation for Acting or Interim Department Head Assignments

An employee who is appointed as Acting or Interim Department Head by the Board of Supervisors shall receive an increase to the minimum pay for the position or 5%, whichever is greater during the appointment. The Acting or Interim Department Head shall be responsible for all duties and responsibilities of the regular Department Head position. The employee's salary/wage will return to the original rate once the appointment is complete.

HOLIDAY PAY

All full and part-time employees will receive their regular compensation for the legal holidays or parts thereof. Holidays will be considered work hours for the purpose of computing overtime pay. Employees shall not receive payment for any holiday if they have an unexcused absence or are not on the payroll the working day immediately preceding and following the holiday. Particular dates for each holiday will be determined by the Story County Board of Supervisors at the beginning of each year.

TERMINATION PAY

Termination pay includes:

- A. Pay for work performed through the last hour worked; and

- B. Pay in lieu of unused vacation and comp time allowance

Termination pay shall be reduced by any of the following:

- A. Required legal deductions
- B. Authorized deductions
- C. Insurance premiums, if due that payroll period
- D. Pre-arranged deductions for County property not returned

Termination pay is made on the next regular payday for the pay period in which an employee's last day of work occurred. Such pay is issued through normal payroll procedures.

SECTION VII

BENEFITS

EMPLOYEE BENEFIT PLANS

The current benefit plans cover all regular full-time employees. Regular part-time employees are eligible for certain benefits. Employees should remember that length of service is the basis for several employee benefit plans.

The County reserves the right to change or discontinue these plans at any time with any notice as required by State and Federal law.

TAX STATUS OF BENEFIT PAYMENTS

Certain employee benefit payments may be considered income subject to taxation under Federal and State laws and subject to withholding tax.

Since the tax treatment of employees may vary depending on individual circumstances, employees should consult a qualified tax advisor from their local tax office.

HEALTH INSURANCE

Coverage

Story County's benefit program includes health insurance coverage, prescription drug coverage, dental insurance, vision insurance, short term disability, long term disability insurance, dependent care accounts, medical reimbursement accounts and life insurance will be provided for each full time and three-quarter (3/4) time employee.

Group Health Insurance – Aetna

\$500 PPO Deductible Plan		Monthly Employee Contribution	Monthly Employer Contribution	Total Premium
90% Employer Paid - Single	Single	59.33	534.00	593.33
80% Employer Paid - Family	Family	315.29	1261.16	1576.45
\$1000 PPO Deductible Plan		Monthly Employee Contribution	Monthly Employer Contribution	Total Premium
99% Employer Paid – Single	Single	5.61	555.35	560.96
90% Employee Paid - Family	Family	148.85	1339.65	1488.50

Flexible Benefit Contribution \$145.30 per month

Avesis Vision (Monthly)	\$11.30 / \$21.72 / \$23.67 / \$30.45
	EE DEP CHD FAM

- ** EE – Employee Only
- ** DEP – Employee/Spouse
- ** CHD – Employee/Child(ren)
- ** FAM – Employee/Family

Delta Dental (Monthly)	SINGLE	FAMILY
Dental Plan # 1	\$44.63	\$116.83
Dental Plan # 2	\$32.94	\$97.26

Procedure

After completion of the thirty (30) day waiting period, coverage for a new employee is effective on the first day of the following month.

CONTINUATION OF MEDICAL COVERAGE

If an employee resigns or his/her employment is otherwise terminated (for reasons other than gross misconduct on the employee's part), or if an employee's work hours are reduced, and consequently he/she or his/her dependents are no longer eligible to participate in the group health insurance plans offered by the County, he/she and his/her eligible dependents may have the right to continue to participate for up to eighteen months at the employee's (or the employee's dependents') expense. (Employees may be required to pay all or part of the premium for continuation coverage, plus up to 2% for administrative expenses.) The eighteen-month continuation coverage period provided in the event of termination or reduction in working hours may be extended to thirty-six months for an employee's spouse and dependent children, if, within that eighteen-month period, the employee dies or becomes divorced or legally separated, or if a child ceases to have dependent status. In addition, if the employee enrolls for Medicare during the eighteen-month period, his/her spouse and dependent children may be entitled to extend their continuation period to thirty-six months, starting on the date that he/she becomes eligible for Medicare. If the employee is determined to be disabled under the Social Security Act at the time of termination or reduction in hours, he/she may be entitled to continuation coverage for up to twenty-nine months.

If an employee or his/her eligible dependents elect to continue in the group health insurance plan, the employee will be charged the applicable premium, and may be charged an additional 2 percent administrative fee. Failure to make timely payments may result in termination of coverage.

If this election for continuation of coverage is made, the employee and his/her dependents may have the option to convert this coverage to an individual policy with County insurance carriers at the end of the continuation period.

The County will provide information to an employee concerning these options at the time termination occurs or work hours are reduced. The County will contact qualified beneficiaries in the event of death or enrollment for Medicare benefits. However, in the event that an employee becomes divorced or legally separated, or one of his/her dependents ceases to be eligible for coverage under the group health insurance plan, the employee and/or his/her dependent is responsible for contacting the County to discuss continuation/conversion rights. Employees and their qualified beneficiaries are also responsible for notifying the County within sixty days of qualifying for social security disability benefits.

Continuation Coverage under Iowa Code Chapter 509A

Employees who retire from County employment before age 65 are eligible to continue in the County's group health insurance plan up to age 65 at his or her own expense. If the employee had family coverage prior to retirement before age 65, coverage will be offered on that basis at the employee's expense. For purposes of this section, a retired employee is one who has applied for and is receiving a retirement allowance.

EARLY RETIREMENT

Story County will provide payment of a single health and/or dental insurance plan for County employees who wish to retire early and retain their group health/dental insurance coverage. Employees who carry family coverage may continue family coverage by paying the difference between single and family premium rates. Premiums will be paid according to the following formula:

Years of Health Coverage	Paid Single Premium
10 years	12 months
15 years	18 months
20 years	24 months
25 years	30 months
30 years	36 months

The family coverage option is available for the same amount of time as County paid single premium. County paid health insurance payments will cease when an employee becomes eligible for Medicare.

RETIREMENT PLAN

The Code of Iowa requires all full and part-time employees to enroll in the Iowa Public Employment Retirement System (IPERS). In IPERS a certain percentage of income, determined by the Iowa Legislature, is deducted from an employee's gross pay. The County contributes a mandated amount to the individual's fund. Further details pertaining to IPERS may be found in the booklet furnished to the employee at the time of the employee's enrollment.

LIFE INSURANCE

A minimum of \$25,000 term life insurance for regular employees will be provided until they reach the age of 70. At the age of 70, the amount of term life insurance will decrease to \$16,250.

SHORT TERM DISABILITY

The short term disability plan with Story County will pay 70% of an employee's gross weekly income not to exceed a maximum benefit of \$500.00 per week. The maximum benefit period is 13 weeks. Benefits begin on the later of the expiration of all accrued sick leave benefits, or the eighth (8th) day of disability. An employee shall be considered totally disabled when they are prevented by illness or injury from performing any occupation for wage or profit. This benefit does not apply to injuries or illnesses arising out of or in the course of any employment which is covered by worker's compensation benefits.

LONG TERM DISABILITY

The long term disability plan with Story County will pay 60% of an employee's gross salary to a maximum benefit of \$5,000 per month. The maximum benefit period is outlined in the booklet provided at the time of an employee's enrollment in the plan. An employee shall be considered totally disabled when they are prevented by illness or injury from performing any occupation for wage or profit. This benefit does not apply to injuries or illnesses arising out of or in the course of any employment which is covered by worker's compensation benefits.

DEFERRED COMPENSATION

Deferred compensation is the setting aside of earned income to reduce the amount of income tax paid. Contributions to the 457 plan are designed to help supplement pension and social security benefits at retirement. Retirement Investor's Club (RIC) is the administrator and provides investment services to employees for their 457/401a savings plans.

FLEXIBLE SPENDING PLAN

Story County currently offers full-time and three-quarter-time employees the opportunity to participate in flexible spending accounts. This plan is available to all eligible employees.

The Flexible Spending Plan allows employees to recoup non-reimbursed medical costs (up to \$2500 per year) and costs incurred for care of a dependent(s) (up to \$5000 per year). Designated payouts are withheld from an employee's pay on a pretax basis and are reimbursed. (Contact Human Resources for details on eligibility per the plan requirements.)

HOLIDAYS OBSERVED

The County recognizes the following holidays:

January 1	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Friday following Thanksgiving
July 4	Two Days at Christmas
Labor Day	Two hours on December 31 *

*This time is allowed only if December 31 falls on a Monday through Thursday.

When a Holiday Falls on a Saturday or Sunday

Holidays falling on a Saturday are normally observed on the preceding Friday. Holidays falling on a Sunday are normally observed on the following Monday.

Religious Holidays

It is the policy of the County to permit absence from work with compensation for employees who wish to observe religious holidays of their faith, providing previous arrangements are made with the County for establishing an alternative work time. If an alternate work period cannot be arranged, an absence will be charged to vacation leave or to leave without pay.

VACATION

An employee's anniversary date shall be used to compute vacation leave. Employees resigning or who are terminated before they have completed six (6) months of continuous employment will not be eligible for any prorated vacation benefits. Each person employed in a part-time position in County service shall earn vacation leave on a proportionate basis to the time worked per year. Temporary employees shall not be granted vacation pay. Vacation leave will not be considered work hours for the purpose of computing overtime pay.

Schedule

Vacation leave shall be accrued in accordance with the following schedule, determined from the anniversary date.

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. After the completion of six (6) months of full-time continuous employment, an employee shall be eligible for any vacation leave he/she has accumulated.

Procedure

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

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. Any payroll period where vacation time exceeds 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, 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.

SICK LEAVE

Eligibility and Accrual

Full-time employees shall accrue sick leave at the rate of one and one-half (1 ½) days per month. Part time employees shall accrue on a prorated basis according to the appropriate classification. Sick leave may be accumulated up to nine hundred sixty (960) hours which is equivalent to one hundred twenty (120) working days. 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 (1st) 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 will not be considered work hours for the purpose of computing overtime pay.

Sick leave, up to a maximum of forty (40) 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 reasons.

All sick leave shall expire on the date of separation from the County and no employee shall be reimbursed for sick leave outstanding 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 will then determine the number of days to be credited to the employee's accrued vacation time, according to the physician's statement.

Overtime

Sick leave is not considered time worked for overtime purposes.

Wellness Days

Employees who have reached their maximum accumulation of sick leave (960 hours) may convert accumulated sick leave to wellness days up to a maximum of two days (16 hours) per fiscal year. Part time employees are eligible on a prorated basis according to their appropriate classification. Wellness days must be used in increments of no less than a full days shift. Wellness days do not carry over from year to year and must be used before the end of the fiscal year.

Overtime

Sick leave is not considered time worked for overtime purposes.

LEAVES OF ABSENCE

A leave of absence is one or more days off for reasons not otherwise covered by vacation or sick leave. Leave circumstances for which the County has special policies cover are as follows:

- **GENERAL MEDICAL LEAVE**
- **FAMILY AND MEDICAL LEAVE**
- **BEREAVEMENT LEAVE**
- **JURY AND WITNESS DUTY**
- **MILITARY LEAVE**
- **VOTING LEAVE**
- **PERSONAL LEAVE WITHOUT PAY**

Eligibility: Regular, full-time employees may be eligible to take leaves of absence without loss of seniority, subject to the conditions and limitations described in the special policies or to the discretionary actions of the County where policies are not stated. Leaves require prior approval of the Elected Official or Department Head and Human Resources. Vacation time and sick leave will continue to accrue

during any approved paid leave of 12 weeks or less and made available for use upon return to active work status.

Limitations: In order to continue group health related insurance coverage after paid leave has been exhausted, the employee must make arrangements to pay the County's portion of the premium payments at his/her own expense.

Performance reviews and any eligible pay adjustments will be postponed until the employee returns to work, if his/her review date falls within the leave of absence period. Also, the employee will be ineligible for pay for any holidays that fall within the leave of absence period.

Each request for leave should be made in writing to the Elected Official or Department Head. Each request will be considered on an individual basis.

Leave time is not counted as hours worked in computing overtime.

GENERAL MEDICAL LEAVE

If an employee requires a leave of absence for medical reasons such as an extended illness, surgery, disability, pregnancy or injury, including injuries arising out of and in the course of employment, he/she should discuss his/her need for leave with his/her immediate supervisor as soon as possible. The immediate supervisor must direct the employee to Human Resources for proper processing of the leave.

If the absence is for a serious health condition, or if the absence is for other than a serious health condition and expected to be longer than 3 days, the employee will be required to complete a "Request for Leave of Absence" form. **If the leave requested qualifies for Family and Medical Leave and the employee qualifies for FMLA, the leave will be designated FMLA leave (see Family and Medical Leave below).**

Any accrued sick leave, vacation, and compensatory time is to be applied to the leave. After vacation, sick leave, and compensatory time have been exhausted, any remaining leave time will be without pay. Limitations on benefits and appropriate pay practices during leaves of absences apply.

The employee must return to work as soon as possible upon receiving written approval from his/her physician. If circumstances require additional time beyond the original expiration date of the leave, the employee must submit a written request to Human Resources for an extension prior to that date.

The County reserves the right to request a medical examination by a County-appointed physician to confirm the reason for leave or to confirm ability to return to work.

For leaves that do not exceed three months, service time with the County shall continue to accrue during the leave and an effort will be made to reinstate the employee to the same position or one of equal status at the same rate of pay upon returning to work.

Failure to return on or before the expiration date of an employee's leave without receiving an approved extension will be recognized as a voluntary termination.

FAMILY AND MEDICAL LEAVE

It is the policy of the County to provide unpaid family and medical leave in accordance with the federal Family and Medical Leave Act (FMLA) of 1993. Whether or not a particular situation is covered by FMLA depends on whether the law's requirements have been met, not on whether an employee actually requests FMLA leave. The County will designate leave as FMLA leave if the employee is eligible for FMLA leave and if the law's other requirements are satisfied, even if the employee has not requested FMLA leave.

Leaves Available

An eligible employee will be granted up to twelve (12) work weeks of unpaid, job - protected leave each twelve-month period for any of the following qualifying reasons:

1. The birth of and/or need to care for a newborn child;
2. The placement of a child with the employee for adoption or foster care;
3. The need to care for a spouse, child, or parent with a serious health condition; or
4. A serious health condition that makes the employee unable to perform the functions of the job.

Eligibility Requirements

To be eligible for family and medical leave, the employee must have worked for the County for at least twelve (12) months, and for at least 1,250 hours during the twelve (12) months immediately preceding the start of the leave.

General Provisions

For purposes of this policy:

"Child" means son or daughter under 18 years of age, or a child 18 years of age or older who is incapable of self-care because of a mental or physical disability. An employee's child is one for whom the employee has actual daily responsibility for care and includes a biological, adopted, foster or step-child.

"Parent" does not include parents-in-law.

"Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves...

- inpatient care in a hospital, hospice, or residential medical care facility; or
- a period of incapacity that requires absence from work for more than three (3) consecutive calendar days AND involves either two (2) or more treatments by a health

care provider, OR at least one (1) treatment by a health care provider plus a regimen of continuing treatment; or

- any period of incapacity due to pregnancy or for prenatal care;
- chronic serious health condition;
- long-term conditions for which treatment may not be effective; or
- multiple treatments and recovery there from.

"Spouse" does not include an unmarried domestic partner.

The **"twelve month period"** during which the leave entitlement occurs is designated as the twelve (12) month period measured forward from the first date of leave.

Married employees: If the employee and his/her spouse are both employed by the County, and are both eligible for family and medical leave, they will be limited to a combined total of twelve (12) weeks of family and medical leave a year taken for any one or all of the following reasons: birth of a child or to care for the child after birth; placement of a child with the employee for adoption or foster care, or to care for the child after placement; or to care for a parent with a serious health condition. This limitation does not apply in cases of leave to care for the serious health condition of a spouse or child, or because of the employee's own serious health condition.

Leave Rights related to Military Service (as amended in 2008):

1. Eligibility

Eligible employees are entitled to up to 12 weeks of leave because of "any qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the employee is on covered active duty. This applies to covered family members in the National Guard, Reserves, Retired Forces and active Regular Armed Forces, and deployed for duty in a foreign country.

2. Entitlement

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember (non-dishonorably discharged veterans for up to five (5) years after military service ends) who is recovering from a serious illness or injury sustained in the line of duty on active duty (to include those that manifested before or after veteran status began) is entitled to up to 26 weeks of leave in a single 12-month period to care for the servicemember. This military caregiver leave is available during "a single 12-month period" during which an eligible employee is entitled to a combined total of 26 weeks of all types of FMLA leave.

How and When Leave May Be Taken

Family and medical leave is taken either in consecutive workweeks; intermittently in separate blocks of time; or by reducing the number of days an employee works per week, or hours per day.

Intermittent or reduced schedule leave may be taken when medically necessary to care for a spouse, child, or parent with a serious health condition, or because of the employee's own serious health condition. The employee must provide the County with medical certification of the need for intermittent or reduced schedule leave, and must attempt to schedule intermittent or reduced schedule leave so as not to disrupt County operations. The employee may be transferred temporarily to an alternative

position or schedule, with equivalent pay and benefits, which better accommodates the intermittent leave or reduced schedule.

Leave for childbirth, adoption or foster care may be taken intermittently or on a reduced leave schedule only if Story County agrees to the proposed intermittent or reduced leave schedule.

Leave for the birth of a child or placement of a child for adoption or foster care must be taken within twelve (12) months of the birth, adoption or placement.

Notice Requirements

If the employee knows in advance that he/she will be taking leave because of birth, adoption or placement of a foster child in his/her home, or because of planned medical treatment for him/her or a covered family member, the employee must notify the immediate supervisor in writing using a "Request for Family/Medical Leave" form at least thirty (30) days in advance.

If circumstances require that the leave begin in less than 30 days, the employee must notify the immediate supervisor as soon as is practicable.

When the need for leave is foreseeable based on planned medical treatment for the employee or his/her covered family member, the County expects the employee to consult with the immediate supervisor and/or Department Head or Elected Official, and to make a reasonable effort to schedule the treatment so as not to unduly disrupt County operations.

Medical Certification

The County reserves the right to require written medical certification from the appropriate health care provider when leave is requested to care for a child, spouse, or parent with a serious health condition, or because of the employee's own serious health condition. Certification forms are available from Human Resources. This certification will include the date of onset, the probable duration, type of treatment, and other appropriate medical facts concerning the condition. If the employee is seeking leave for his/her own health condition, the certification must also state that he/she is unable to perform the functions of his/her position. For leave to care for a family member, the certification must state that the employee is needed to care for the family member, and an estimate of the amount of time needed. Other certification requirements apply in the case of intermittent or reduced schedule leave.

The County may also require medical recertification, and/or periodic reports from the employee during FML. Medical certification may also be required when an employee is returning to work after leave for the employee's own serious health condition.

The employee is to submit a completed medical certification within fifteen (15) days of the request or provide an explanation why additional time is needed.

Use of Paid Leave/Compensatory Time

The County will require the employee to use paid leave and compensatory time as part of family and medical leave as follows:

1. Paid leave must be used in the following order: Any available compensatory time and accrued vacation for any portion of the twelve (12) week leave for birth, adoption, foster placement, or

to care for a child, spouse, or parent with a serious health condition. However, employees may use their own personal sick leave for the above situation if they choose.

2. Paid leave must be used in the following order: Any accrued sick leave, compensatory time, and accrued vacation for any portion of the twelve (12) week leave to care for the employee's own serious health condition. Any situation in which paid sick leave is used because the employee is unable to work due to a condition that qualifies as a serious health condition under this policy will be counted against the twelve week FMLA entitlement.

When the employee has used all required paid leave or compensatory time for any portion of an FMLA leave, the balance of the leave will be without pay.

Rights and Benefits During Leave

Seniority will accrue only during periods of paid leave. Vacation and sick leave will not accrue during an unpaid FMLA leave.

All benefits which the employee had accrued before taking leave will be retained after returning from an approved FMLA leave, if not depleted during the leave. While the employee is on family or medical leave, paid or unpaid, the County will continue group health insurance coverage at the same level and under the same conditions that coverage would have been provided had the employee continued working. The employee will be required to pay the same cost of coverage as if he/she were actively at work. Employee contributions to the premium will be required either through payroll deduction or by direct payment to Story County by the 1st of the month in which the premium for continued coverage is required. The employee will be informed of the amount and method of payment at the beginning of the leave. Loss of insurance coverage may result if the premium amount is more than thirty (30) days late. If the employee misses a premium payment and the County pays the employee's contribution, the employee will be required to reimburse the County for the delinquent payment upon return from leave.

Under certain circumstances, if the employee fails to return to work after an approved FMLA leave, the County may require him/her to reimburse it for the amount the County paid for the health insurance premium during the leave.

Returning to Work

At the conclusion of the FMLA leave, unless the employee qualifies as a "key" employee¹, he/she will be restored to his/her former position, if that position is vacant, or one with equivalent pay, benefits, and conditions of employment, provided he/she has complied with the requirements of this policy.

Upon returning to work from leave due to the employee's own serious health condition, he/she may be required to provide certification from a health care provider that he/she is able to resume work and is fit for duty.

¹ If an employee qualifies as a "key" employee (those employees defined among the 10% highest paid of the County), there is a possibility that his/her employment will not be restored when the unfilled position, at the discretion of the County, will cause substantial and grievous economic injury to the operations of the County.

FUNERAL LEAVE

A period not to exceed forty (40) hours with pay may be granted to an employee upon his/her request, due to the death of a member of the employee's immediate family (spouse, parent or step-parent, child (including step-children), brother, sister (including step-brother and step-sister), mother-in-law or father-in-law. In the event of the death of an employee's grandparent or grandchild, brother-in-law, or sister-in-law, the employee may be allowed up to twenty-four (24) hours off with pay. Employees may be granted four (4) hours with pay when attending funeral services for fellow County workers as well as for fellow retired County workers. Payment for this time shall be made only if the funeral has actually been attended. Time off for funerals will not be considered work hours for the purpose of computing overtime.

VOTING LEAVE

Every employee is encouraged to exercise his/her privilege to vote. If for any good reason an employee is unable to vote before or after working hours, the Department Head or Elected Official may grant the employee time off, not to exceed three (3) hours, to vote. Voting leave shall not be considered as work hours for the purposes of computing overtime.

JURY AND WITNESS LEAVE

Any employee shall receive full compensation during the employee's working day for appearance as a witness or jury member before a court, legislative committee or other judicial or quasi-judicial body, in an action involving the Federal Government, the State of Iowa, Story County or a political subdivision thereof, in response to a subpoena or when such an appearance is ordered in connection with the employee's work by the Department Head or Elected Official. Since jury duty is paid time off, any compensation received by employees for court related activities shall be endorsed over to the County. Reimbursement for meals, travel and lodging may be retained by the employee. Jury leave shall not be considered as work hours for the purposes of computing overtime.

MILITARY LEAVE

Leaves Available

The County shall grant leaves of absence for military service to full-time and part-time employees in accordance with applicable state and federal law. A full-time or part-time employee, who is a member of the uniformed services, when ordered by proper authority to serve in the uniformed services, shall be granted leave for the period of service. The first thirty (30) calendar days of military leave each fiscal year shall be without loss of pay. Any amount of military leave taken during any part of an employee's scheduled workday, regardless of the number of hours taken, shall count as one (1) day toward the thirty (30) work days without loss of pay. Absences required for military service that exceed thirty (30) work days shall be granted in accordance with the County's policies on vacation, personal, compensatory time, or unpaid leave, and with applicable state and federal law.

Reemployment Rights - Eligibility

Eligibility for reemployment with the County after the employee completes military service will be determined in accordance with applicable state and federal law. Conditions for reemployment are briefly explained as follows:

1. The employee, or an appropriate officer of the uniformed service in which the employee serves, must give advance written or verbal notice of service to the employee's immediate supervisor, unless military necessity prevents the employee from giving notice or if it is otherwise impossible or unreasonable;
2. The cumulative length of the absence and all previous absences from employment with the County for reason of military service must not exceed five years (a number of exceptions to the 5 years are listed in the full USERRA);
3. Discharge from military service must be honorable; and
4. When the employee returns from military service, he/she must report to work or submit a timely application for reemployment according to the following schedule (This schedule can be affected if the employee is hospitalized for, or convalescing from, an illness or injury incurred in, or aggravated during performance of service):

For service of less than 30 days the employee must report to work by the beginning of his/her first regularly scheduled work day that would fall eight hours after he/she returned home.

For service of 31 to 180 days the employee must apply for reemployment within 14 days after completing service.

For service of 181 days or more the employee must apply for reemployment no later than 90 days after completing service.

Continuation of Benefits During Military Service

Employees on leave for military service and any of their dependents entitled to coverage under the County's health insurance plan are entitled to coverage as follows:

1. An employee who leaves employment for less than 31 days is entitled to continued health insurance coverage, and will not be required to pay more than what an active employee would pay for coverage.
2. An employee who leaves employment for more than 30 days is allowed to elect to receive continued coverage under the County's health insurance plan for a period that is the lesser of: 24 month-period beginning on the date on which the employee's absence for the purpose of performing service begins; or the period beginning on the date on which the employee's absence for the purpose of performing service begins, and ending on the date on which he or she fails to return from service. The County may require the employee to pay up to 102% of the premium.

UNPAID LEAVES OF ABSENCE

Unpaid leaves of absence may be granted in certain circumstances. If the employee has exhausted all applicable sick leave, vacation, compensatory time, and FMLA leave, he/she may request an unpaid leave of absence. Applications for unpaid leave must be made to the Department Head or Elected Official in writing and shall state the reasons for the leave and inclusive dates. Approval of unpaid leave is by Human Resources.

Employees who are not eligible for leave under the County's sick leave or Family and Medical Leave Act policies may apply for an unpaid leave under this section for purposes of disability due to pregnancy or a related condition as provided in Iowa Code section 216.6(2)(e). Medical certification stating that the employee is not able to perform the duties of employment may be required by the County.

During an unpaid leave granted under this section, the employee does not receive compensation, does not accrue length of service, and is not eligible for paid holidays. Sick leave and vacation will not accrue during an unpaid leave. The County does not make contributions to retirement programs for the duration of the leave. The employee may continue in the group health program during an unpaid leave under this section by paying the full cost of the premium by the 1st of the month for that month's coverage. Failure to pay the premium on time will result in termination of coverage.

If the employee plans to return to work following an unpaid leave taken under this section, he/she must notify the County before the end of his/her leave. The County will attempt to restore the employee to the position he/she held at the start of the leave, or in a comparable position, if possible. If the leave was for medical purposes, the employee will be required to pass a fitness-for-duty medical examination, by the County's designated doctor, to determine if he/she is able to perform the essential functions of the position. If no such position is available or the employee is unable to perform the essential functions of the position, employment will be terminated.

When an employee has been on unpaid leave for thirty (30) calendar days, the County shall review the circumstances and either extend the unpaid leave or terminate the employee.

BENEFITS REQUIRED BY LAW

Often overlooked by employees as a benefit they enjoy by working for a County like Story County are their legal benefits, namely:

Social Security – a retirement benefit;

Worker's Compensation – for work-related disability; and

Unemployment Compensation – in case of a reduction in the work force and termination of employment for reasons other than misconduct.

IPERS – a retirement benefit

Social Security

Each payday, the County deducts a tax from each employee's pay, which is paid into the Treasury of the United States Government. The County also contributes an equal amount to the fund so that the County shares on a 50/50 basis the cost of the Retirement Program for each employee.

Worker's Compensation Insurance

The employee is protected under the Worker's Compensation Act, which provides for hospital, medical, surgical care and income loss payments for work-related injuries and/or death. This insurance is paid for by Story County.

Unemployment Compensation

The employee is protected against loss of income by State and Federal laws when unemployed through no fault of his/her own. Story County pays for this insurance.

These unemployment benefits must be applied for by the unemployed individual through the local state agency. Benefits are paid for a given number of weeks at a dollar rate determined by the local state agency.

IPERS

As the Code of Iowa requires, the County contributes a mandated amount to each employee's retirement fund.

Story County Employee Handbook Revisions Effective July 1, 2017

Section III Employment Practices

- Employment Eligibility Verification Form Process (Policy adopted August 9, 2016 E-Verify)

Section V General Performance Guidelines

- Workplace Violence (Policy revised May 30, 2017)
- Electronic Mail/Computer Privacy Policy (Acceptable Use Policy adopted April 22, 2017)
- Loading & Installing of Computer Software Policy (Acceptable Use Policy adopted April 22, 2017)
- Drug Free Workplace (Policy revised October 25, 2016)
- Drug Testing (Policy revised October 25, 2016)
- Distractive Driving (Policy adopted January 17, 2017)
- Driver's License Verification (Policy adopted January 17, 2017)

Section VII Benefits

- Health Insurance (Update FY18 insurance premiums/contributions)
- Health Insurance Procedures (Remove last sentence – included in "Continuation Coverage under Iowa Code Chapter 509A" section)
- Continuation Coverage under Iowa Code Chapter 509A (Include family coverage as an option)
- Deferred Compensation (Added RIC as the administrator)





Keith Morgan, Coordinator

Melissa Spencer, Deputy Coordinator

Board of Supervisors Update

As of June 13, 2017

Response

-On June 3rd, the EMA facilitated the deployment of the STAR 1 search and rescue team to Dunkerton to assist local law enforcement with a search for a missing individual. The team conducted search activities on the water with a K-9 and personnel conducted searches along the banks a river. Search efforts did not yield any information.

-The EMA provided assistance to the Nevada FD and Iowa DOT for a response to an accident with a HAZMAT spill at the I-35/Hwy 30 intersection. The EMA coordinated spill notification to the Iowa DNR.

Planning

The Coordinator coordinated a final draft of a revised Emergency Support Function (ESF) 8/Public Health and Medical. As highlighted in the last report, the revision involves three major work streams: revision of the mass casualty incident (MCI) response plan, evaluation and coordination on revisions to the Story County Public Health Emergency Response Plan, and revision of the Mass Fatality Response Plan.

-The final workshop for revision of the MCI response plan is scheduled for mid to late June. The document will then be taken to the EMS Association for adoption.

-Considerable effort has been spent working with the Board of Health to clarify roles and responsibilities during public health emergencies for this organization and to ensure processes are in place to rapidly respond here in Story County.

-Work on mass fatalities management planning has been on hold due to lack of resources.

The Deputy has ESF 2/Communications ready for Emergency Management Commission approval. Major changes involved the integration of cyber operations into the plan.

Additionally, an effort has begun gather information from emergency response agencies within

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RESPONSE

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Roland – Sheldahl – Slater – Story City – Story County – Zearing*

Story Co to document the radio communications system. This information will be used to facilitate optimization of the system for daily and emergency operations.

ESF 10/HAZMAT was revised by the Deputy without major revisions.

The Coordinator is working with the City of Huxley to revise their Emergency Operations Plan as a result of their participation in the full-scale exercise. The template developed during this process will become a recommended template for all communities.

The Coordinator is working with a consultant hired by the Ballard and Collins/Maxwell School Systems to revise their district's emergency operations plans.

The EMA has secured a grant through Iowa Homeland Security to partially fund the Story County Hazard Mitigation Plan. The revision will take place over the next two years and it will be a time for Story County to closely examine the risk its citizens face and how they are working to reduce the County's exposure to these risk.

The Coordinator continues to work with Planning and Develop on the Debris Management plan for Story County.

Preparedness

Training:

The Deputy coordinate with Des Moines HAZMAT to have them provide HAZMAT Ops Refresher training for emergency responders. She was able to procure this training at no cost, freeing up grant funds to be used to support Ames FD 'HAZMAT training.

Exercises:

-Iowa State University Vet Med invited the EMA to participate in a combined training session and table top exercise to help students understand their roles as veterinarians during animal disease outbreaks. Other players in the session were representatives from the USDA, Iowa Department of Agriculture and Land Stewardship, and the Iowa Pork Producers. This was a test run for this class and the EMA supports the continuation of the curriculum.

-On April 25th, the EMA participated in the Story Co Sheriff's Office (SCSO) child abduction exercise. The exercise tested the agency's ability to use radio bridging equipment and it highlighted the need more training and testing on this system. Additionally, there are areas of resource management that the EMA will work with the SCSO to integrate into their response processes.

-The full-scale exercise simulating the rapid activation of the EOC and two operational periods was conducted on April 26th. The EMA would like to thank Story Co staff for their

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overwhelming support for the exercise. Exercise control staff were impressed by their motivation and willingness to tackle a tough task. The after action report from the exercise was distributed to all the participants and the Emergency Management Commission. There are a number of improvement action items resulting from the exercise the EMA will be working on in the future.

-On April 28th, the EMA participated in a functional exercise with the Boone/Story Co Medical Coalition simulating a mass casualty incident requiring coordination of medical assets across county lines.

-The Coalition for Disaster Recovery (CDR) and EMA conducted a full-scale exercise on May 6th to evaluate the CDR's ability to activate of volunteer organizations to provide sheltering within Story City after it severely damaged by a tornado. The exercise was a success overall and the Rapid Action Teams for Sheltering (RATS) from the Story City Harvest Evangelical Free Church, Amateur Radio Emergency Service (ARES), United Way, Red Cross, Retired and Senior Volunteer Program (RSVP) and Story Co Jeep Club did an excellent job of establishing a shelter and processing simulated survivors. Working with the Jeep Club helped us to identified corrective actions required for trailer operations and the EMA was able to shift grant money to purchase equipment to make trailer operations safer.

-The Coordinator will be participating in a Table Top Exercise with the Iowa Department of Agriculture and Land Stewardship on June 15th to test new foreign animal disease outbreak protocols. Story County's location along the animal transportation routes of Hwy 30/I 35 and local animal production makes the risk of animal disease outbreaks a concern for the EMA.

Operations

The EMA continues to work with DuPont on the stover fire test plan to gather information critical to the development of prevention and response options to reduce the impact of future stover fires if they occur.

There has been extensive interaction between the Board of Health (BOH) and the EMA. After a combined Public Health/EMA presentation to the BOH, there was request for the EMA to educate the BOH on emergency health response structure, roles, and authorities. These meetings have generated awareness of the need to continue to clarify these aspects of public health emergencies and the EMA will collaborate with the BOH on this issue.

The EMA is making progress coordinating the designation of the Iowa State University back-up Emergency Operations Center (EOC) as an alternate EOC for Story County. The EMA will keep the Board advised of the progress of these negotiations as this may free-up space for Story County agencies to use for Continuity of Operations Planning.

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Looking Forward

For June and July, the EMA will be working to ensure all planning requirements for the state are completed and then we will start on the planning requirements for FY 18. We will also continue the process of translating the improvement action items identified during recent exercises into plans that correct deficiencies.

The Deputy will be initiating a Training, Exercise, Planning Workshop to better coordinate emergency management activities within Story County and to focus these activities in a way that enhances our response capabilities countywide.

Emergency planning with the communities and schools will continue.

Severe weather monitoring will continue as we move into the most active time for rapidly developing weather events.

STORY COUNTY
EMERGENCY MANAGEMENT
EOC FULL-SCALE EXERCISE
AFTER ACTION REPORT



"BY FAILING TO PREPARE,
YOU ARE PREPARING TO
FAIL." — BENJAMIN
FRANKLIN



History



- Aug 2011 - Story Co EMA approaches Story Co Board of Supervisors with EOC concept
- Fall 2011 - Story Co EMA and Story IT agreement to share computer assets
- Jan 2012 - Story Co EMA begins training of EOC staff (Continuing activity)
- May 2012 - EOC upgraded with bi-directional antenna and wireless booster (grant money)
- May 2015 - EOC wiring upgraded
- Mar 2016 - MOU with BOS for Back-Up EOC at Human services
- May 2016 - EOC A/V upgraded (grant money)
- Jul 2016 - EM Commission approve EOC full scale
- Apr 2017 - EOC Full Scale Ex

Exercise Objectives



- ▣ Test activation procedures
- ▣ Test task tracking

- ▣ Test shift change
- ▣ Test Public Information Operations (PIO) lash-up

Task # (ESF # - Task #)	Date & Time Task or Resource Requested	Task To be Fulfilled	Resource Requested: Description	Contact Requested by: Contact Info	Location to Where Resource is to be deployed Deploy Resource (Contact person on scene)
09-02	4/26/2017 0:00	Positioned LE at Hwy 69 and Hwy 210 to re-direct traffic	Traffic control	Bret Johnson 515-382-6309	Hwy. 69/Hwy. 210 and 320th St at 535th
07-01	4/26/2017 0:00	establish staging areas south of Huxley		Keith Morgan 515 231 5555	Monsanto 1551 Hwy 210 515-597-5800
07-02	4/27/2017 0:00	establish staging area north of Huxley		Keith Morgan 515 231 5556	Kmart 1405 Buckeye Ave Ames
11-02	4/26/17 10:00	Pet shelter	Portable kennels	Grant Dewell	Cambridge Elem School
11-01	4/26//17/ 09:36	Swine euthanasia	ISU Vet Med assist euthanasia	Grant Dewell	58507 280th street
09-03	3-Jul 4/26/2017 0:00	Locate Shelter		IC 515-382- 7315	Ballard High school 701 Ballard Drive Huxley
09-04	4/26/2017 0:00	Additional LE to assist with Searches	Staffing	Bret Johnson 515-382-6309	560th and 300th
09-05	4/26/2017 0:00	Additional LE to assist with Searches	Staffing	Bret Johnson 515-382-6309	550th Ave. and 300th
11-01	4/26/17 10:19	Swine confinement	swine containment	Grant Dewell	560th Ave. and Hwy. 210 58508 280th street

General Observations



- ▣ Exercise created desired environment
- ▣ Activation procedures worked well
- ▣ EOC staff did exceptionally well
- ▣ Information flow overwhelmed system
- ▣ PIO processes need improvement



Specific Action Items



Issue	Improvement Actions	Responsible Person / Agency	Completion Date
R1.1 Increase the EOC staffing deficiencies and conduct outreach with Commission members to solicit volunteers to become EOC staff.	Identify staffing deficiencies and conduct outreach with Commission members to solicit volunteers to become EOC staff.	Story Co EMA and Story Co	Dec 31, 2017
R1.3 & 2.2 Increase EOC staff's ability to log-on to computer systems.	Develop log-on checklist and conduct training using the checklist. Then conduct periodic training that requires log-on and demonstration of minimum knowledge on the operations of the software.	Story Co EMA	Checklist development and initial training by Sept 30, 2017

Specific Action Items



Issue	Improvement Actions	Responsible Person / Agency / Date	Completion Date
R1.4 Increase size of EOC.	Hold this item until there are either other construction projects or requirements for refurbishment of current facilities that would allow for modification of the EOC or construction of a new EOC. A new facility does not have to be a Story Co facility.	Story Co EMA & Story Co Facilities Mgt (for refurbishm ent options).	On going
R2.1 & 2.3 Refine task tracking procedures and use of WebEOC.	Review inputs generated during the exercise and consult with coordinators to identify areas of improvement. Refine processes and conduct testing of these procedures. Training EOC staff on revised processes.	Story Co EMA	Draft, test, & train on revision of procedures Jun 30, 2018.

Specific Action Items



Issue	Improvement Actions	Responsible Person / Agency	Completion Date
R2.2 & 4.3 Institute Deputy EOC Director.	Evaluate EOC Director duties, recruit, & train individuals to serve as an EOC Deputy Director. These individuals will likely need to come from first responders within Story Co and EMAs from surrounding counties.	Story Co EMA with assistance from Story Co Commission members.	Draft guidelines, recruit and train Deputy EOC Dir, Dec 31, 2018
R2.4 Installation of CAD software within EOC	Evaluate the cost of CAD software and how it will be implemented (training) into the EOC. Provide Story County EM Commission options for resourcing.	Story Co EMA, IT, and SCSO to research, Story Co EM Commission	Research & propose to EM Com-mission Oct meeting.
to fund.		Commission	

Specific Actions



Issue	Improvement Actions	Responsible Person / Agency Completion Date
R4.1, 4.2, & 4.4	In conjunction with revision of ESF 15/External Affairs (PIO), evaluate and document current PIO capabilities. Identified PIO target capabilities & gaps. Develop options for EM Commission to fill gaps for action.	Story Co EMA and <u>all</u> agencies with PIOs. July 31, 2018
R5.3 Increase ability of GIS to operate from multiple locations and for multiple operational periods.	Identify hardware and software needed for operations in the field. Develop interoperability for GIS agencies within Story Co and possibly on a regional basis. These enhancements will likely require additional resources acquired during the FY 18 & FY 19 budget cycles.	Story Co EMA, GIS, & the Story Co MAPS Committee. June 30, 2019

Next Steps



- ▣ Timeline: Sep 2017 – Jun 2019
- ▣ EMA will continue process revision and training internal to EOC
 - ▣ Human resources are the most important asset for disaster response!
- ▣ Some action items require collaboration across jurisdictions and disciplines
- ▣ Working to develop Emergency Operations Plans for jurisdictions to link to EOC
- ▣ Vision: Full-scale EOC exercise linked to at least one community Incident Command Center

Questions?



**EMERGENCY
MANAGEMENT**
STORY COUNTY

CORNERSTONE TO CAPSTONE COMPREHENSIVE PLAN

Tasks	ONGOING											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Create "executive summary" and website materials												
C2C "tour" of cities/school boards												
Community indicators project for annual review												
Annual review of C2C Plan												
Public outreach toolkit for C2C Plan Amendment process												
Complete online survey following format and questions used in C2C Plan development												
Explore partnerships to build on existing and potential agri-tourism programs												
Determine viability of using health impact assessments												
Develop and implement information regarding public safety to be available at community facilities												
Develop outreach campaigns for Flood Awareness Month and National Preparedness Month												
Conduct annual meetings with city administrations												
Communicate with IDOT, UP, IEDA and IDOT Freight Optimization Program to determine freight train capacities and plans												
Continue to fund and look for ways to promote the Home Base Iowa programming												
Consider development of solar farm regulations												
Conduct a biennial review of Story County Code of Ordinances												
Develop and distribute business development toolkit												
Explore opportunities to provide staff assistance to the Housing Trust fund and implement Business Development Coordinator position in Story County												
Master Transportation Plan RFP												
Conduct annual available lands analysis												

CONNECT IOWA

Tasks

Develop or Identify a Broadband Training and Awareness Program for Small and Medium Businesses																				
Establish a "Community Technology Academy"																				
Facilitate a technology summit																				
Complete a vertical assets inventory																				
Perform an analysis of local policies and ordinances																				

COOP/COG PLAN

Tasks

Annual review of COOP/COG Plan																				
Finalize calling tree and Story County, Iowa Alerts																				
Finalize drive-away kits																				
Finalize COOP/COG training schedule																				
Activation checklists																				
Supply kits																				
Formalize Orders of Success and Letters of Delegation																				
Procurement Policy review																				
Digital record plan developed																				
ISAC Disaster Recovery Toolkit																				

WATERSHED MANAGEMENT PLANNING

Tasks

Keigley Branch WMA formation																				
County-wide watershed assessments - RFP and proposal selection																				
Squaw Creek WMA																				
Four-Mile Creek WMA																				

ONGOING

ONGOING

FLOODPLAIN MANAGEMENT PROGRAM/CRS PROGRAM

Tasks		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Create stormwater best management practices brochure													
Release "Know your Floodplain" curriculum to middle school and high school science/voc-ag teachers													
Enhance links to Emergency Management information online													
Integrate floodplain management regulations and permitting requirements on the Story County Assessor's (BEACON) website													
Mailer sent to all properties in the floodplain													
Mailer targeted to commercial/industrial properties													
Mailer to RPL properties													
Presentations on disaster preparedness to groups, civic associations, communities, schools													
Update all outreach materials		ONGOING											
Amendments to regulations/administrative procedures													
Update TCM with all splits/combines - scrub Access database													
Review and update PPI													
Review and update all GIS files for annual FEMA audit													
Annual review of annexations and distribution to FEMA													
Floodplain training to development-community members													
Floodplain training to County staff													

PUBLIC INFORMATION OFFICER

Tasks		JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Create press release templates/pre-populate materials on computer/flash drives													
Review need/location for Joint Information Center													
Review and update all contact lists (e.g., media, PIO, and other agencies) every six months.													
Include basic information such as telephone numbers (e.g., office, home, cell), fax numbers, e-mail addresses, and web sites.													
Identify special needs/multilingual language translation and other services to ensure appropriate and timely information reaches those in the affected areas with special needs.													

MISCELLANEOUS ITEMS

	Tasks											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Annual review of Strategic Plan												
Discuss implementation of Technical Assistance Program for spring 2017												
AEDC contracts												
Story County video												
Finalize ordinance manual												
Review steps to put resolutions online												
Colorado housing development technical assistance												
Cemetery training												
Story County Economic Development Group - technical assistance												
Collins-Maxwell Comprehensive Planning												
Finalize RFP manual												
IRVM signage design												
Update and reprint County Services sheets												
Quarterly newsletter to dealers												
Animal Shelter RFPs												
CECD exam prep												
Red Cross Blood Drives												
United Way Day of Caring												
Leadership Nevada												

URBAN RENEWAL AREA

	Tasks											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
Receive applications												
Review and follow administrative steps												
TIF reporting												
ISU Research Park funding - second phase												
Annual training session												
URA Worksession												



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

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

TO: Story County Board of Supervisors
FROM: Leanne Lawrie Harter, AICP CFM and Rachel Wilson, Human Resources Intern
RE: Discussion and Direction Regarding Story County Fair Booth and Display
DATE: June 15, 2017

The 2017 Story County Fair runs from July 21 through July 26, 2017. We are in the stages of preparing for what to display at the Fair and identifying times to staff the booth and display. Below is a map of the fairgrounds and locations of events. Staff has started to develop a schedule in order to staff the display, running two-hour overlapping shifts beginning at 10 am through 6 pm each day (excluding Sunday, 7-23, which begins at 12:00 pm). With such a schedule, approximately 40 time slots will need filled.

We are bringing this forward to the Board in order to receive direction to begin to fill the time slots. In addition, we ask the Board to discuss and give direction as to how to define these hours (work hours and so forth).

Expectations of Employees

- Lawn chairs to sit when not busy
- Phone lists and business cards to help public answer is not known
- Answer questions to best of ability
- Replenish papers as needed
- Maintain booth as necessary

Materials

- History of county
- Trifold posters
- Pictures of ongoing projects
- Handouts from elected offices and departments (brochures, Our Story, C2C, business cards)
- Chairs, tables, tent, duct tape, paper weights
- Water

We will be at the June 20th meeting and glad to answer any additional questions you may have!