

The Board of Supervisors met on 1/2/18 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 storycountyowa.gov)

PUBLIC COMMENT #1: Tony Murray, Slater, commended the Board on its work in 2017.

ORGANIZATION OF THE BOARD: Olson moved Chitty as chairperson. Discussion followed. Motion died for lack of a second. Chitty moved Sanders as chairperson. Olson seconded. Motion carried unanimously (MCU) on a roll call vote. Olson moved Chitty as vice chair, Sanders seconded. Roll call vote. (MCU) Olson presented the Board with an introductory document for operating principles. Olson moved to set Tuesdays at 10 a.m. as the day and time of regular Board meetings. Chitty seconded. Roll call vote. (MCU)

MINUTES: 12/19/17 and 12/26/17 Minutes – Olson moved, Chitty seconded approval of the Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) New hire, effective 1/8/18, in Facilities Management for Matthew Miller @ \$20.84/hr; 2) Pay adjustment - correction in a) Auditor's Office for Kristy Macki @ \$21.53/hr, effective 6/25/17; b) Engineer's Office for Brian Moore @ \$30.05/hr, effective 10/29/17; 3) Pay adjustment, effective 1/7/18, in a) Community Services for Jennifer Kerns @ \$17.18/hr; b) Secondary Roads for David Toot @ \$31.83/hr; c) Sheriff's Office for Nicholas Hochberger @ \$2,994.52/bw; Samantha Kunc @ \$1,760.47/bw; Adam Luke @ \$1,975.41/bw; Alex Muhlenburg @ \$1,760.47/bw; Kyle Schultz @ \$2,469.04/bw. Chitty moved, Olson seconded approval of the Personnel Actions as presented. Roll call vote. (MCU)

Olson moved, Chitty seconded approval of the Consent Agenda as presented.

1. Appointment to the 2018 Condemnation Commission:

(a) Bankers, Auctioneers, and Appraisers – Lonnie Flack, Nevada; Rick Schreier, Story City; Dan Johnson, Nevada; Dave Whitaker, Ames; Edgar Christian, Story City; Robert Wilson, Colo

(b) Owners of City Property – Stephen Mahoney, Gilbert; Timothy Grandon, Ames; Ben Weir, Colo

(c) Licensed Real Estate Sales Person – Marc Olson, Nevada; Donna Borton, Nevada; Ann Patterson, Nevada; Adrian McMullen, Nevada

(d) Owners or Operators of Agricultural Property – Heath Finch, Ames; Frank McLain; Nevada; Allen Armbrrecht, Colo; Al Hermanson, Story City; Dave Jensen, Nevada; Rod Maxwell, Maxwell; Paul Mens, Maxwell; Jeff Anderson, Nevada

2. Official Legal Newspapers for Story County for 2018: Ames Tribune, Nevada Journal, Tri-County Times

3. Appointment of Permanent Clerk to the Board of Supervisors for 2018: Michelle Bellile

4. Purchase of Seven (7) New Vehicles for the Story County Sheriff's Office from Stivers Ford for \$171,966 (Budgeted Funds)

5. Appointment of Story County Weed Commissioner for 2018: Joe Kooiker

6. Change Order #2 Between Story County and Peterson Contractors, Inc., for Tedesco Environmental Learning Corridor – Bid Package #1 for #37,881.25

7. Special Class C Liquor License (LC) (Commercial) for Mucky Duck Pub, LLC, 3801 W. 190th Street, Ames, at Prairie Moon Winery, five-day license, effective 1/20/18

8. Release of \$70,000.00 Letter of Credit for Required Improvements in Cameron Estates Plats 1 & 2

9. Zoning Permit and Site Development Plan for Brant Lemer, Crestview Mobile Home Park

10. Road Closure Resolution: #18-27

Roll call vote. (MCU)

RECEIPT OF INITIAL BARGAINING UNIT PROPOSALS FROM THE PUBLIC PROFESSIONAL AND

MAINTENANCE EMPLOYEES (PPME) LOCAL 2003: Alissa Wignall, Human Resources (HR) Director, provided an overview of the initial proposals received for the five bargaining units in Story County. Wignall noted that the County has 14 days to respond. Chitty moved, Olson seconded to acknowledge receipt of initial proposals. Roll call vote. (MCU)

DIRECTION REGARDING DISSOLUTION OF THE GO GREEN COMMITTEE: Deb Schildroth, Director External Operations and County Services, provided background information on the committee established the County via Resolution #09-57 on 5/5/09 as part of a five-year strategic plan. Olson moved, Chitty seconded to dissolve the Go Green Committee. Roll call vote. (MCU)

APPOINTMENT OF SUPERVISORS AS REPRESENTATIVES FOR CALENDAR YEAR 2018:

1. Aging Resources of Central Iowa Board of Directors – Chitty moved Olson as primary designee with Chitty as alternate. Sanders seconded. Roll call vote. (MCU)

2. Ames Assessor Mini-Board – Chitty moved Olson as primary designee with Sanders as alternate. Sanders seconded. Roll call vote. (MCU)

3. Ames Economic Development Commission (AEDC) – Chitty moved Sanders as primary designee with Olson as alternate. Olson seconded. Roll call vote. (MCU)

4. Ames Metropolitan Planning Organization Transportation Policy Committee – Chitty moved Olson as primary designee with Sanders as alternate. Sanders seconded. Roll call vote. (MCU)

5. Ames Metropolitan Planning Organization Transportation Technical Committee (TTC) – Olson moved Darren Moon, County Engineer, as primary designee with Tyler Sparks as alternate. Chitty seconded. Roll call vote. (MCU)

6. Board of Health – Olson moved Chitty as designee. Sanders seconded. Roll call vote. (MCU)

7. Board of Review – no appointee

8. BooST Together for Children (Boone and Story counties Early Childhood Iowa Area Board) – Chitty moved Olson as designee. Sanders seconded. Roll call vote. (MCU)

9. Boys & Girls Club of Story County – Olson moved Chitty as designee. Sanders seconded. Roll call vote. (MCU)

10. Central Iowa Community Services (Regional Board) – Olson moved Chitty as primary designee with Olson and Sanders as alternates. Sanders seconded. Roll call vote. (MCU)

11. Central Iowa Juvenile Detention Board – Olson moved Chitty as primary designee with Olson as alternate. Sanders seconded. Roll call vote. (MCU)
12. Central Iowa Region 11 Workforce Development CEO Board – Chitty moved Sanders as designee. Olson seconded. Roll call vote. (MCU)
13. Central Iowa Region Housing Authority Executive Board – Olson provided background on the setup and organization of the board. Olson moved Vanessa Baker-Latimer, Housing Coordinator, City of Ames, as primary designee with Olson as alternate. Chitty seconded. Roll call vote. (MCU)
14. Cherokee Mental Health Institute Advisory Council – Olson moved Chitty as primary designee with Olson as alternate. Sanders seconded. Roll call vote. (MCU)
15. Community Family & Resources – Chitty moved Olson as designee. Sanders seconded. Roll call vote. (MCU)
16. Conservation Board – Chitty moved Sanders as designee. Olson seconded. Roll call vote. (MCU)
17. Decategorization (Decat) Board – Olson moved Chitty as designee. Sanders seconded. Roll call vote. (MCU)
18. Emergency Management Commission – Chitty moved Sanders as primary designee with Olson as alternate. Olson seconded. Roll call vote. (MCU)
19. Go Green Committee – no appointee; committee dissolved by earlier Board action
20. Heart of Iowa Regional Transit Authority (HIRTA) – Chitty moved Olson as primary designee with Sanders as alternate. Sanders seconded. Roll call vote. (MCU)
21. Judicial Magistrate Appointment Commission – Olson moved Sanders as designee. Chitty seconded. Roll call vote. (MCU)
22. Mid Iowa Community Action (MICA) – Olson moved Sanders as designee. Chitty seconded. Roll call vote. (MCU)
23. Nevada Economic Development Committee – Olson moved Chitty as designee. Sanders seconded. Roll call vote. (MCU)
24. Prairie Rivers of Iowa – Chitty moved Sanders as primary designee with Olson as alternate. Olson seconded. Roll call vote. (MCU)
25. Safety Committee – Chitty moved Olson as designee. Sanders seconded. Roll call vote. (MCU)
26. Second Judicial District Department of Corrections – Olson moved Chitty as primary designee with Sanders as alternate. Sanders seconded. Roll call vote. (MCU)
27. Story County Assessor Mini-Board – Olson moved Chitty as designee. Sanders seconded. Roll call vote. (MCU)
28. Story County E-911 Service Board – Olson moved Paul Fitzgerald, Sheriff, as primary designee with Chitty as alternate. Sanders seconded. Roll call vote. (MCU)
29. Story County Housing Trust Fund – Olson moved Chitty as designee. Sanders seconded. Roll call vote. (MCU)
30. Squaw Creek Watershed Authority – Olson moved Sanders as designee. Chitty seconded. Roll call vote. (MCU)
31. Wellness Committee – Chitty moved Olson as designee. Sanders seconded. Roll call vote. (MCU)
32. Youth & Shelter Services Prevention Policy Board – no appointee

RESOLUTION #18-71, 2018 CENTRAL IOWA REGIONAL TRANSPORTATION PLANNING ALLIANCE

APPOINTMENTS: Chitty moved approval of Resolution #18-71. Olson seconded. Roll call vote. (MCU)

BOARD ACTION TO COMPEL SUPERVISOR OLSON TO COMPLY WITH COUNTY ATTORNEY'S 7/11/17 RECOMMENDATION REGARDING INDIVIDUAL MEETINGS WITH COUNTY EMPLOYEES (SEVENTH ISSUE RAISED IN LETTER DATED 7/11/17): Sanders provided an overview. Jessica Reynolds, Story County Attorney, stated that the letter of 7/11/17 continues to be her legal advice on the matter. The Board has the authority to adopt Reynolds' advice, but would not have the authority to enforce the advice if not followed. Olson read a prepared statement. Frank Feilmeyer, legal representative for Olson, read a prepared statement. Discussion took place. Sanders moved that the Board request that Olson adhere to point #7 in the 7/11/17 letter for the duration of calendar year 2018. Chitty seconded. Discussion took place. Roll call vote. Sanders aye, Chitty aye, Olson abstained. Motion carried.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE

SUPERVISORS: Olson provided updates to her meeting schedule. Sanders asked for an update on an open records request. Olson responded that she is still seeking the requested information. Discussion took place.

Chitty moved, Sanders seconded to adjourn at 11:35 a.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting - Organizational
Agenda
1/02/18

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. ORGANIZATION OF THE BOARD:

1. Election of Officers
2. Set day and time of regular meetings

5. CONSIDERATION OF MINUTES:

- I. 12/19/17 And 12/26/17 Minutes

Department Submitting Auditor

6. CONSIDERATION OF PERSONNEL ACTIONS:

- I. Action Forms

- 1) New hire effective 1/8/18 in Facilities Management for Matthew Miller @ \$20.84/hr;
- 2) Pay adjustment-correction in a) Auditor's Office for Kristy Macki @ \$21.53/hr, effective 6/25/17; b) Engineer's Office for Brian Moore @ \$30.05/hr, effective 10/29/17;
- 3) Pay adjustment effective 1/7/18 in a)Community Services for Jennifer Kerns @ \$17.18/hr; b)Secondary Roads for David Toot @ \$31.83/hr; c)Sheriff's Office for Nicholas Hochberger @ \$2,994.52/bw; Samantha Kunc @ \$1,760.47/bw; Adam Luke @ \$1,975.41/bw; Alex Muhlenburg @ \$1,760.47/bw; Kyle Schultz @ \$2,469.04/bw

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 Appointment For The 2018 Condemnation Commission For The Following:

- a) Bankers, Auctioneers, and Appraisers – Lonnie Flack, Nevada; Rick Schreier, Story City; Dan Johnson, Nevada; Dave Whitaker, Ames; Edgar Christian, Story City; Robert Wilson, Colo
- b) Owners of City Property – Stephen Mahoney, Gilbert; Timothy Grandon, Ames; Ben Weir, Colo
- c) Licensed Real Estate Sales Person – Marc Olson, Nevada; Donna Borton, Nevada; Ann Patterson, Nevada; Adrian McMullen, Nevada
- d) Owners or Operators of Agricultural Property – Heath Finch, Ames, Frank McLain, Nevada; Allen Armbrecht, Colo; Al Hermanson, Story City; Dave Jensen, Nevada; Rod Maxwell, Maxwell; Paul Mens, Maxwell; Jeff Anderson, Nevada

Department Submitting Auditor

- II. Consideration Of The Official Legal Newspapers For Story County – Ames Tribune, Nevada Journal, And The Tri-County Times For The 2018 Year

Department Submitting Auditor

- III. Consideration Of Appointment For Permanent Clerk To Board Of Supervisors For Calendar Year 2018 – Michelle Bellile

Department Submitting Auditor

- IV. Consideration Of The Purchase Of Seven (7) New Vehicles For The Story County Sheriff's Office From Stiver's Ford For \$171,966 (Budgeted Funds)

Department Submitting Sheriff

Documents:

NEW VEHICLE PURCHASE.PDF

- V. Consideration Of Appointment To Story County Weed Commissioner For The Calendar Year 2018 - Joe Kooiker

Department Submitting BOS

- VI. Consideration Of Change Order #2 Between Story County And Peterson Contractors, Inc. For Tedesco Environmental Learning Corridor - Bid Package #1 For \$37,881.25

Department Submitting Conservation

Documents:

CHANGE ORDER 2 TELC.PDF

- VII. Consideration Of Special Class C Liquor License (LC)(Commercial) For Mucky Duck Pub, LLC, 3801 W. 190th St., Ames At Prairie Moon Winery, 5 Day License Effective 1/20/18

Department Submitting Auditor

Documents:

MUCKY DUCK.PDF

- VIII. Consideration Of Release Of \$70,000 Letter Of Credit For Required Improvements In Cameron Estates 1 & 2

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF
SCOTT RENAUD LETTER REQUESTING RELEASE OF LETTER OF
CREDIT.PDF
IMPROVEMENT AGREEMENT AND LETTER OF CREDIT.PDF

FINAL PLAT.PDF

IX. Consideration Of Zoning Permit And Site Development Plan For Brant Lemer, Crestview Mobile Home Park

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF
REVIEW PROCESS COMMENTS.PDF
INTERAGENCY REVIEW COMMENTS LETTER.PDF
MR LEMERS RESPONSE.PDF
APPLICATION.PDF

X. Consideration Of Road Closure Resolution(S): #18-027

Department Submitting Engineer

Documents:

RC 18 27.PDF

8. PUBLIC HEARING ITEMS:

9. ADDITIONAL ITEMS:

I. Consideration Of Receipt Of Initial Bargaining Unit Proposals From PPME Local 2003 - Alissa Wignall

Department Submitting BOS

II. Discussion And Direction Of Dissolving The Go Green Committee - Deb Schildroth

Department Submitting Board of Supervisors

Documents:

GOGREENMEMORESOLUTION.PDF

III. Discussion And Consideration Of Appointment Of Supervisors As Representatives For Calendar Year 2018 For The Following: (With Current 2017 Appointments)

- 1) Aging Resources of Central Iowa Board of Directors – Marty Chitty; Lauris Olson, alternate
- 2) Ames Assessor Mini-Board – Lauris Olson, Rick Sanders, alternate
- 3) Ames Economic Development Commission (AEDC) – Rick Sanders; Lauris Olson, alternate
- 4) Ames Metropolitan Planning Organization Transportation Policy Committee – Lauris Olson; Rick Sanders, alternate
- 5) Ames Metropolitan Planning Organization Transportation Technical Committee (TTC) – Darren Moon; Lauris Olson, alternate
- 6) Board of Health – Marty Chitty
- 7) Board of Review – no appointment
- 8) BooST Together for Children (Boone and Story counties Early Childhood Iowa (ECI) Area Board) – Lauris Olson

- 9) Boys & Girls Club of Story County – Marty Chitty
- 10) Central Iowa Community Services (Regional Board) – Marty Chitty; Lauris Olson and Rick Sanders, alternates
- 11) Central Iowa Juvenile Detention Board – Marty Chitty; Lauris Olson, alternate
- 12) Central Iowa Region 11 Workforce Development CEO Board – Rick Sanders
- 13) Central Iowa Region Housing Authority Executive Board – Lauris Olson; Marty Chitty, alternate
- 14) Cherokee Mental Health Institute Advisory Council – Marty Chitty; Lauris Olson, alternate
- 15) Community Family & Resources – Lauris Olson
- 16) Conservation Board – Rick Sanders
- 17) DeCat Board – Marty Chitty
- 18) Emergency Management Commission – Rick Sanders; Lauris Olson, alternate
- 19) Go Green Committee – Lauris Olson
- 20) Heart of Iowa Regional Transit Agency (HIRTA) – Lauris Olson; Rick Sanders, alternate
- 21) Judicial Magistrate Appointment Commission – Sanders
- 22) Mid Iowa Community Action (MICA) – Rick Sanders
- 23) Nevada Economic Development Committee – Marty Chitty
- 24) Prairie Rivers RC&D – Rick Sanders; Lauris Olson, alternate
- 25) Safety Committee – Lauris Olson
- 26) Second Judicial District Department of Corrections – Marty Chitty; Rick Sanders, alternate
- 27) Story County Assessor Mini-Board – Marty Chitty
- 28) Story County E-911 Service Board – Paul Fitzgerald; Marty Chitty, alternate
- 29) Story County Housing Trust Fund – Lauris Olson
- 30) Squaw Creek Watershed Authority – Rick Sanders
- 31) Wellness Committee – Lauris Olson
- 32) Youth & Shelter Services Prevention Policy Board – not appointing

Department Submitting BOS

IV. Consideration Of Resolution #18-71, 2018 Central Iowa Regional Transportation Planning Alliance Appointments

Department Submitting BOS

Documents:

RESOLUTION 18 71.PDF

V. Discussion And Consideration Of Board Action To Compel Supervisor Olson To Comply With County Attorney's July 11, 2017 Recommendation Regarding Individual Meetings With County Employees (Seventh Issue Raised In Letter Dated July 11, 2017)

Department Submitting BOS

Documents:

OLSON JULY 11.PDF

10. AGENCY REPORTS:

11. DEPARTMENTAL REPORTS:

12. OTHER REPORTS:

13. 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.

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

15. 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
1/2/18

NAME

ADDRESS

Jerry Moore

P: O Dept.

THOMAS CORRIGI

DEMOCRATIC PARTY

Lanna Ellis

SSSD

Debi Schudroch

BOS Office

JOHN K. Laves

Ames

FRANK FELMEYER

Ames

Linda Murken

Margaret Jaynes

ELI

Jessie Leonard

Ames

MISSA LORRAINE

POB

KATHERINE CASJES

250th ST

STANLEY ASJES

" "

Jessie Reynolds

SCAO

Paula Jones

NOTICE OF APPOINTMENT

PERSON APPOINTED: Ames Tribune, Nevada Journal, and Tri-County Times

BOARD COMMISSION OR COMMITTEE APPOINTED TO:

2018 Official Legal News Papers for Story County

LENGTH OF TERM: 1 year

(IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? no)

IF SO, WHO'S TERM? _____

WHO NEEDS TO BE NOTIFIED? Board of Supervisors

DATE APPOINTED: 1/02/2018

DATE OF TERM EXPIRED: 12/31/2018

APPROVED **DENIED**
Board Member Initials: RS
Meeting Date: 1/2/18
Follow-up action: _____

NOTICE OF APPOINTMENT

PERSON APPOINTED: Michelle Bellile

BOARD COMMISSION OR COMMITTEE APPOINTED TO:

Board of Supervisor Clerk

LENGTH OF TERM: 1 year

(IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? no

IF SO, WHO'S TERM? _____

WHO NEEDS TO BE NOTIFIED? Board of Supervisors

DATE APPOINTED: 1/02/2018

DATE OF TERM EXPIRED: 12/31/2018

APPROVED **DENIED**
Board Member Initials: MB
Meeting Date: 1/2/18
Follow-up action: _____

Interoffice
MEMORANDUM

Story County Sheriff's Office

To: Sheriff Paul Fitzgerald
From: LT Leanna Ellis
Date: December 22, 2017
Re: New vehicle purchase

On November 3, 2017, I sent new car bid requests to nine dealers (four local and five out of county with state bids). The bid request was for six police package Sport Utility Vehicles (SUV's) and one pickup truck. Two newly purchased vehicles will be used as marked patrol units, four will be unmarked for Field Services, Support Services, Investigations, and Civil; and the pickup truck will be ordered for Investigations within drug task force.

Two dealers: Stiver's Ford and Ames Ford Lincoln, provided bids prior to the deadline that was scheduled for December 12, 2017. The dealer with the overall lowest bid, taking trade-in value into account, was Stiver's Ford.

I have attached the lists of required specifications for both the marked and unmarked units and a summary of the bids. I am recommending the following options be added when we order the vehicles:

1. Reverse sensors, blindspot monitoring, and side mirror defoggers -visibility around the vehicle decreases with added equipment such as gun racks and cages as well as operation in inclement weather and low light (officer and public safety).
2. Keyed alike – all vehicles keyed alike will allow for simple resolutions for getting locked out of or shifting/accessing vehicles.
3. Remote start on four unmarked vehicles and Police engine idle for the marked units and civil car – allows for temperature control/battery charging of the vehicle without the vulnerability of theft. Remote start is recommended for the unmarked units, as police engine idle is continuous for an indefinite amount of time and remote start automatically shuts off after a few minutes.
4. Driver's side ballistic door panels on the marked patrol units - ballistic door panels will provide additional cover (rated Level III) for deputies on traffic stops and calls for service. Because we generally operate as single deputy units, I am only asking that the driver's side be equipped with the panel.
5. The Eco Boost engine on the marked patrol vehicles - provides faster acceleration of the Ford Utility but maintains the same top speed. Faster acceleration will allow Deputies to decrease the time and distance it takes to get to traffic speed on the highways and/or close the distance on an offender. This ultimately enhances safety for the deputy as well as the public.
6. Tow package on the marked patrol units – to pull Sheriff's Office trailers (boat, Polaris, speed, etc.).

Ames Ford Lincoln		Additional options		Truck	
2018 Ford Utility Police Intrreceptor (command, investigations, support services)					
	3	\$29,598.00	3 Police Engine Idle	\$240.00	\$720.00
		\$88,794.00	4 Remote start	\$350.00	\$1,400.00
2018 Ford Utility Police Intrreceptor (marked units)	2	\$29,548.00	7 Reverse sensing	\$250.00	\$1,750.00
		\$59,096.00	LED spotlight	\$385.00	
2018 F150 SuperCab Pickup V6 (CIDTF)	1	\$26,444.00	6 Keyed alike	\$50.00	\$300.00
		\$26,444.00	7 Side mirror defogger	\$55.00	\$600.00
2018 Ford Utility Police Interceptor (civil)	1	\$29,177.00	2 EcoBoost	\$3,000.00	\$6,000.00
		\$29,177.00	6 Blind spot monitoring	\$500.00	\$3,000.00
	Subtotal	\$203,511.00	2 Ballistic door panel	\$1,500.00	\$3,000.00
	Less Trade-in Allowance	(\$43,500.00)	2 Tow package (hitch and plug)	\$300.00	\$600.00
	TOTAL	\$160,011.00	1 Carpet flooring	\$115.00	\$115.00
			Exterior key locks	\$350.00	
			3 Auto headlamps	\$110.00	\$330.00
			Rear Child locks or disable	\$35.00	
			1 Cloth Rear Seat	\$60.00	\$60.00
			2 Dark Car	\$20.00	\$40.00
			Block Heater	\$0.00	
			V8	\$1,800.00	
			6 Remove block heater	\$0.00	\$0.00
			1 Soft rollup bed cover	\$385.00	\$385.00
			SUBTOTAL		\$18,300.00
	GRAND TOTAL	\$178,311.00			
Stivers Ford					
2018 Ford Utility Police Intrreceptor (command, investigations, support services)					
	3	\$28,760.00	3 Police Engine Idle	\$260.00	\$780.00
		\$86,280.00	4 Remote start	\$425.00	\$1,700.00
2018 Ford Utility Police Intrreceptor (marked units)	2	\$28,660.00	7 Reverse sensing	\$275.00	\$1,910.00
		\$57,320.00	LED spotlight	\$420.00	
2018 F150 SuperCab Pickup V8 (CIDTF)	1	\$27,936.00	6 Keyed alike	\$50.00	\$300.00
		\$27,936.00	7 Side mirror defogger	\$0.00	\$475.00
2018 Ford Utility Police Interceptor (civil)	1	\$28,295.00	2 EcoBoost	\$3,200.00	\$6,400.00
		\$28,295.00	6 Blind spot monitoring	\$545.00	\$3,270.00
	Subtotal	\$199,831.00	2 Ballistic door panel	\$1,585.00	\$3,170.00
	Less Trade-in Allowance	(\$44,950.00)	2 Tow package (hitch and plug)	\$325.00	\$650.00
	TOTAL	\$154,881.00	1 Carpet flooring	\$125.00	\$125.00
			Exterior key locks	\$200.00	
			3 Auto headlamps	\$115.00	\$345.00
			Rear Child locks or disable	\$35.00	
			1 Cloth Rear Seat	\$60.00	\$60.00
			2 Dark Car	\$20.00	\$40.00
			Block Heater	\$90.00	
			1 V6	(\$2,000.00)	(\$2,000.00)
			6 Remove block heater	(\$540.00)	(\$540.00)
			1 Soft rollup bed cover	\$400.00	\$400.00
			SUBTOTAL		\$17,085.00
	GRAND TOTAL	\$171,966.00			

STORY COUNTY SHERIFF'S OFFICE

Paul H. Fitzgerald, Sheriff

(1) 27

Unmarked SUV Unit Specifications

2018 model four door sport utility vehicle with Four Wheel Drive/All Wheel Drive. Police Package required, this will be utilized as an unmarked special purpose vehicle. Vehicle color to be determined.

Required Specifications

- High output engine/AWD or 4WD
- Automatic transmission with column mounted shift handle
- Pursuit rated (Heavy duty tires, brakes, cooling system, and alternator)
- Police calibrated speedometer
- Cruise control, air conditioning, rear window defogger, adjustable wheel, power steering, AM/FM radio
- Power window and locks with rear window disable
- Global lock/unlock for access in rear lift gate
- Keyless entry/FOB
- Full size spare tire
- Red/white auxiliary dome light 1st row
- Pre-drilled headlamps
- Pre-drilled tail lamps
- Cargo Area Dome light
- Console mounting plate equipped
- Police Wire connector kit-front
- Pre Wire
- Wiring channel/ Rear console plate
- Dash/center stack back up camera
- Hands free communications
- Noise suppression bonds
- Front license plate bracket
- Block heater
- Simple Fleet Key (without microchip)
- Full face wheel covers

Please provide an itemized list with cost of the following optional specifications:

Itemized Optional Specifications

- | | |
|----------------------------------|-----------------------|
| Police Engine Idle feature | Ballistic door panel |
| Side mirror defogger | Reverse Sensors |
| Blind spot monitoring | Keyed alike/fleet key |
| Auto headlamps | |
| Rear door child locks or disable | Cloth Rear seat |
| Driver only LED spotlight | "Dark Car" programmed |
| Carpet | Keyed alike/fleet key |

If you have any questions, please feel free to contact me at PH: 515-382-7474.

PURCHASE PRICE PER VEHICLE _____

STORY COUNTY SHERIFF'S OFFICE

Paul H. Fitzgerald, Sheriff

(3) 4, 16, 14,

Unmarked SUV Unit Specifications

2018 model four door sport utility vehicle with Four Wheel Drive/All Wheel Drive. Police Package required, this will be utilized as an unmarked special purpose vehicle. Vehicle color to be determined.

Required Specifications

- High output engine/AWD or 4WD
- Automatic transmission
- Pursuit rated (Heavy duty tires, brakes, cooling system, and alternator)
- Police calibrated speedometer
- Cruise control, air conditioning, rear window defogger, adjustable wheel, power steering AM/FM radio
- Hands free communications
- Power window and locks with rear window disable
- Interior Upgrade Package (cloth seats, carpet flooring with mats, center floor console)
- Keyless entry/FOB
- Full size spare tire
- Red/white auxiliary dome light 1st row
- Pre-drilled headlamps
- Pre-drilled tail lamps
- Dash/center stack back up camera
- Noise suppression bonds
- Front license plate bracket
- Block Heater
- Pre-wire
- Police wire connector kit- front
- Cargo Area Dome light
- Auto headlamps
- Full face wheel covers
- Global lock/unlock for access in rear lift gate

Please provide an itemized list with cost of the following optional specifications:

Itemized Optional Specifications

- | | |
|-----------------------------------|--------------------------------------|
| Exterior Key locks (keypad entry) | Remote start |
| Side mirror defogger | Reverse Sensors |
| Blind spot monitoring | "Dark car" programmed |
| Keyed alike/fleet key | Simple Fleet Key (without microchip) |
| Vinyl Flooring | |

If you have any questions, please feel free to contact me at PH: 515-382-7474.

PURCHASE PRICE PER VEHICLE _____

STORY COUNTY SHERIFF'S OFFICE

Paul H. Fitzgerald, Sheriff

(1)-15

Unmarked Pickup Specifications

Current model year or newer pickup. This will be utilized as an unmarked special purpose vehicle. Vehicle color to be determined.

Required Specifications

High output engine/AWD or 4WD/8 cylinder

Extended cab

Running boards

Automatic transmission

Cruise control, air conditioning, rear window defogger, adjustable wheel, power steering AM/FM radio

Hands free communications

Power window and locks

Cloth seats, carpet flooring with floor mats, center floor console

Keyless entry/FOB

Full size spare tire

Aluminum wheels

Front license plate bracket

Please provide an itemized list with cost of the following optional specifications:

Itemized Optional Specifications

Remote start

Side mirror defogger

Blind spot monitoring

Tow package

Pre-drilled headlamps

Pre-drilled tail lamps

Noise suppression bonds

Police wire connector kit- front

Block Heater

Reverse Sensors

Keyed alike/fleet key

Auto headlamps

Simple Fleet Key (without microchip)

Pre-wire

Back up camera

If you have any questions, please feel free to contact me at PH: 515-382-7474.

PURCHASE PRICE PER VEHICLE _____

STORY COUNTY SHERIFF'S OFFICE

Paul H. Fitzgerald, Sheriff

(2) 42,43

Marked SUV Unit Specifications

2018 model four door sport utility vehicle with Four Wheel Drive/All Wheel Drive. Police Package required, this will be utilized as a marked patrol vehicle. Vehicle will be white in color and equipped as follows:

Required Specifications

- High output engine/AWD or 4WD
- Automatic transmission with column mounted shift handle
- Pursuit rated (Heavy duty tires, brakes, cooling system, and alternator)
- Police calibrated speedometer
- Cruise control, air conditioning, rear window defogger, adjustable wheel, power steering, AM/FM radio
- Power window and locks with rear window disable
- Rear door child locks or disable
- Global lock/unlock for access in rear lift gate
- Cloth front seat, vinyl rear seat, and vinyl flooring
- Keyless entry/FOB
- Full size spare tire
- Driver only LED spotlight and red/white auxiliary dome light 1st row
- Pre-drilled headlamps
- Pre-drilled tail lamps
- Cargo Area Dome light
- Console mounting plate equipped
- Police Wire connector kit-front
- Pre Wire
- Wiring channel/ Rear console plate
- Dash/center stack back up camera
- Hands free communications
- "Dark Car" programmed
- Noise suppression bonds
- Front license plate bracket
- Block heater
- Simple Fleet Key (without microchip)

Please provide an itemized list with cost of the following optional specifications:

Itemized Optional Specifications

- | | |
|----------------------------|-----------------------|
| Police Engine Idle feature | Ballistic door panel |
| Side mirror defogger | Reverse Sensors |
| Blind spot monitoring | Turbo/EcoBoost engine |
| Keyed alike/fleet key | Auto headlamps |

If you have any questions, please feel free to contact me at PH: 515-382-7474.

PURCHASE PRICE PER VEHICLE _____

NOTICE OF APPOINTMENT

PERSON APPOINTED: Joe Kooiker

BOARD COMMISSION OR COMMITTEE APPOINTED TO:

Story County Weed Commissioner

LENGTH OF TERM: 1 year

(IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? no)

IF SO, WHO'S TERM? _____

WHO NEEDS TO BE NOTIFIED? Board of Supervisors

DATE APPOINTED: 1/02/2018

DATE OF TERM EXPIRED: 12/31/2018

APPROVED

DENIED

Board Member Initials: JK

Meeting Date: 1/2/18

Follow-up action: _____



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

Through: Michael D. Cox, Director

From: Ryan M. Wiemold, Parks Superintendent

Date: January 2, 2018

Re: Consideration of Change Order No. 2 between Peterson Contractors, Inc. and Story County Conservation Board for the Tedesco Environmental Learning Corridor

Attached is a change order for work at Tedesco Environmental Learning Corridor. This change order is for seeding additional permanent acres, which was scheduled in Phase 2. Construction took place outside the original clearing limits delineated in Phase 1, and it is now desired to have the contractor finish these additional acres.

The additional land is 7.25 acres. Work includes debris cleanup, soil conditioning and seedbed prep, drilling owner-provided seed, haying and crimping for stabilization, and finishing the site to meet the standards of the Storm Water Pollution Prevention Plan (SWPPP).

This change order is for the amount of \$37,881.25 (7.25 acres @ \$5,225/acre).

Staff urges your approval.

AIA[®] Document G701[™] – 2017

Change Order

PROJECT: <i>(Name and address)</i> Tedesco ELC - BP#1 Stream Restoration 3410 University Blvd., Ames, IA 50010	CONTRACT INFORMATION: Contract For: General Construction Date: July 18, 2017	CHANGE ORDER INFORMATION: Change Order Number: 002 Date: December 20, 2017
OWNER: <i>(Name and address)</i> Story County Conservation Board 56461 180th Street Ames, IA 50010	ARCHITECT: <i>(Name and address)</i> Shive-Hattery, Inc. 4125 Westown Parkway, Suite 100 West Des Moines, IA 50266	CONTRACTOR: <i>(Name and address)</i> Peterson Contractors, Inc. 104 Blackhawk Street Reinbeck, IA 50669

THE CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

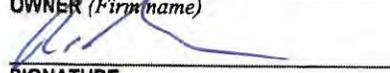
PR#03: The Owner has revised the project seeding plan based on actual conditions in the field. The revisions increase the total permanent seeding area by ~~7.28~~ ^{7.25} acres. This increased area will be paid at the original contract price for permanent seeding of \$5,225 per acre. Seed will be provided by Owner. Seedbed preparation, seeding, and mulching to comply with project specifications.

7.25 AC @ \$5,225 = \$37,881.25

The original Contract Sum was	\$	810,379.50
The net change by previously authorized Change Orders	\$	23,470.00
The Contract Sum prior to this Change Order was	\$	833,849.50
The Contract Sum will be increased by this Change Order in the amount of	\$	37,881.25
The new Contract Sum including this Change Order will be	\$	871,730.75
The Contract Time will be unchanged by Zero (0) days.		
The new date of Substantial Completion will be		

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

Shive-Hattery, Inc 4125 Westown Parkway, Suite 100 West Des Moines, IA 50266	Peterson Contractors, Inc. 104 Blackhawk Street Reinbeck, IA 50669	Story County Conservation Board 56461 180th Street Ames, IA 50010
ARCHITECT <i>(Firm name)</i>	CONTRACTOR <i>(Firm name)</i>	OWNER <i>(Firm name)</i>
 SIGNATURE	 SIGNATURE	 SIGNATURE
Luke Monat, P.E., Project Manager PRINTED NAME AND TITLE	Lucas Deerfield, PM PRINTED NAME AND TITLE	Rick Sanders, Chair of BOS PRINTED NAME AND TITLE
December 20, 2017 DATE	12-27-17 DATE	1/2/18 DATE

Applicant License Application ()

Name of Applicant:	<u>Mucky Duck Pub LLC</u>		
Name of Business (DBA):	<u>Mucky Duck Pub</u>		
Address of Premises:	<u>3801 W 190th St</u>		
City	<u>Ames</u>	County:	<u>Story</u> Zip: <u>50011</u>
Business	<u>(515) 598-5127</u>		
Mailing	<u>3100 S DUFF AVE</u>		
City	<u>Ames</u>	State	<u>IA</u> Zip: <u>50010</u>

Contact Person

Name	<u>Marcus Johnson</u>		
Phone:	<u>(515) 450-0566</u>	Email	<u>marcusj@amesbritishfoods.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 5 days

Effective Date: 01/20/2018

Expiration Date: 01/01/1900

Privileges:

Class C Liquor License (LC) (Commercial)

APPROVED **DENIED**
Board Member Initials: MS
Meeting Date: 1/2/18
Follow-up action: _____

Status of Business

BusinessType:	<u>Limited Liability Company</u>		
Corporate ID Number:	<u>XXXXXXXXXX</u>	Federal Employer ID	<u>XXXXXXXXXX</u>

Ownership

Marcus Johnson

First Name: Marcus

Last Name: Johnson

City: Ames

State: Iowa

Zip: 50010

Position: Owner

% of Ownership: 100.00%

U.S. Citizen: No

Insurance Company Information

Insurance Company:	<u>Illinois Union Insurance Company</u>		
Policy Effective Date:	<u>01/20/2018</u>	Policy Expiration	<u>01/25/2018</u>
Bond Effective		Dram Cancel Date:	
Outdoor Service Effective		Outdoor Service Expiration	
Temp Transfer Effective		Temp Transfer Expiration Date:	

Applicant License Application ()

Name of Applicant:	<u>Mucky Duck Pub LLC</u>		
Name of Business (DBA):	<u>Mucky Duck Pub</u>		
Address of Premises:	<u>3100 S DUFF AVE</u> <i>3801 W. 190th St.</i>		
City	<u>Ames</u>	County:	<u>Story</u> Zip: <u>50010</u> <i>50011</i>
Business	<u>(515) 598-5127</u>		
Mailing	<u>3100 S DUFF AVE</u>		
City	<u>Ames</u>	State	<u>IA</u> Zip: <u>50010</u>

Contact Person

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Phone:	<u>(515) 450-0566</u>	Email	<u>marcusj@amesbritishfoods.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 5 days

Effective Date: 01/20/2018

Expiration Date: 01/01/1900

Privileges:

Class C Liquor License (LC) (Commercial)

Status of Business

BusinessType:	<u>Limited Liability Company</u>		
Corporate ID Number:	<u>XXXXXXXXXX</u>	Federal Employer ID	<u>XXXXXXXXXX</u>

Ownership

Marcus Johnson

First Name: Marcus **Last Name:** Johnson
City: Ames **State:** Iowa **Zip:** 50010
Position: Owner
% of Ownership: 100.00% **U.S. Citizen:** No

Insurance Company Information

Insurance Company:	<u>Westchester Fire Insurance Company</u>		
Policy Effective Date:		Policy Expiration	
Bond Effective		Dram Cancel Date:	
Outdoor Service Effective		Outdoor Service Expiration	
Temp Transfer Effective		Temp Transfer Expiration Date:	

Michelle L. Bellile

From: Licensing2, ABD <licensing2@iowaabd.com> on behalf of licensing@iowaabd.com
Sent: Friday, November 3, 2017 4:01 AM
To: Michelle L. Bellile
Cc: Licensing@IowaABD.com
Subject: Liquor License Pending Dram Shop

The following application(s) is complete and awaiting dramshop insurance endorsement by the appropriate insurance carrier. After the insurance carrier has endorsed coverage, the application(s) will be submitted to the local authority for review.

License #	License Status	Business Name
	Pending Dram Shop	Mucky Duck Pub (3100 S DUFF AVE Ames Iowa, 50010)

Please do not respond to this email.

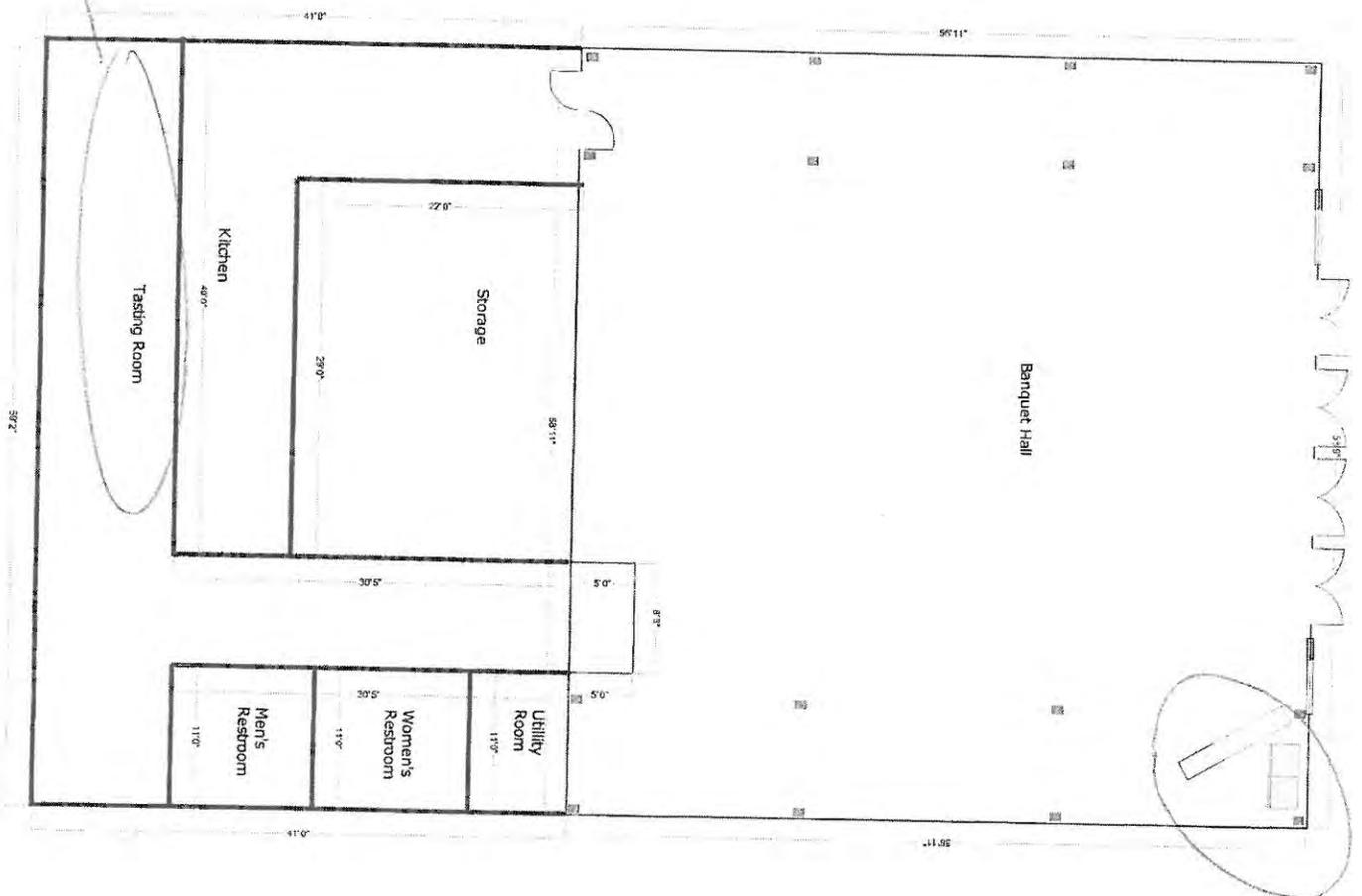
To check the status of your application follow these steps:

1. Click <https://elicensing.iowaabd.com>
2. Log in to your eLicensing account
3. After reading the 'Beginning April 1st' statement, click ok
4. Click the View Completed Applications link to see your status

CONTACT:
MARCO JOHNSON
MUCKY DEER
(515) 480-0566

LOCATION:
PRAIRIE MOON
WINERY

PRAIRIE MOON
BAR



CLOVER BAR
OPERATED BY
MUCKY DEER



Prairie Moon Estate Winery and Vineyards Rental Agreement

This agreement is made on Nov 14, 2017, by and between Renter(s):

Name(s): MUCKY DUCK PUB, LLC / MARCUS JOHNSON

Address: 3100 S DUFF AV, AMES, IA 50010

Phone: (Home/Office) 515-232-8888, (Cell) 515-450-0566

Email: MARCUSJ@AMESBRITISHFOODS.COM

and Prairie Moon Estate Winery and Vineyards, (hereinafter Prairie Moon). Renter shall rent from Prairie Moon the area and improvements located at 3801 W 190th Street, Ames, IA 50014 consisting of an off street parking area, stage, outdoor seating area and banquet room (hereinafter, the Premises) in its present condition on the following date and under the following terms:

Event Date: Saturday, January 20, 2018

Term of Event: From 6 am/pm To 10 am/pm

Est. No. of Guests: 150

Type of Event: Burn's Dinner

Function For: N/A

Please read carefully to understand your responsibilities.

1. Rent. The Rent shall be determined upon completion of the pricing schedule and such amounts shall be entered below:

Rent: \$ 300

Other Charges: \$ _____

Total: \$ _____

Net Due On Signing \$ _____ (due upon completion of agreement)

Balance Due \$ _____ Due Date: 1/20/18

MJS

The Refund policy for cancellations is as follows:

- If (a) notice of cancellation is given at least 90 days before the event *and* (b) Prairie Moon can re-book the date, then the Rental Rate and all deposits will be refunded, less a 20% service charge.
- If (a) notice of cancellation is given less than 90 days before the event *or* (b) Prairie Moon cannot re-book the date then the entire amount is non-refundable.

Damage Deposit. The Damage Deposit shall be secured as a charge to a major credit card processed at time of signing. Any charges against the credit card will not be processed until after the event following Prairie Moon's confirmation of any damage and of Renter's full payment of all amounts due under this Agreement. After the Event, Prairie Moon shall apply the Damage Deposit first against payment for any damages then against any other charges incurred and finally against the rent, and net amount shall be due and payable to Prairie Moon by Renter, or any unused portion of deposit shall be returned to Renter after, and if, all conditions outlined in this agreement, including "Additional Conditions" section are fulfilled by the Renter, to Prairie Moon's satisfaction.

Term of Event. The Term of the Event shall be between the times shown above on the Event Date. The presence on the Premises of any party connected with the event (whether guests, vendors, entertainers or others) **prior to or later than one hour after** the Term of the Event shall be in violation of this Agreement and Renter shall pay Prairie Moon \$100 per hour or fraction of an hour as liquidated damages for any such breach; provided, however, Prairie Moon (at its sole discretion) may elect to waive this if Renter, guests, entertainers, vendors and others connected to the Event are making a reasonable effort to vacate the Premises.

Renter Duties. In addition to the other duties and responsibilities described in this Agreement, Renter

- (a) Agrees to be completely responsible for any and all damages which may occur, either as the result of accidents or intentional acts of Renter, guests, vendors, entertainers or any other parties connected with the Event.
- (b) Warrants that Renter shall remain the Premises at all times during the Term of Event and until all parties have vacated the Premises.

Alcohol Use.

- (a) BY LAW, NO ONE UNDER 21 MAY CONSUME OR TASTE ALCOHOLIC BEVERAGES. Renter agrees and warrants that there shall be NO CONSUMPTION OF ALCOHOL BY PERSONS UNDER AGE 21. Further, Renter shall monitor all service, if any, of alcohol and specifically acknowledges that Renter is solely liable for the consumption of any alcohol by any person on the Premises and that such liability shall extend to any aspect regarding the consumption of alcohol.
- (b) Prairie Moon may ask guests for identification to verify age. Prairie Moon reserves the right to ask the entire party to leave if (1) a minor is consuming alcohol; (2) an adult is providing alcohol to a minor; or (3) any guest appears intoxicated and refuses to leave the Premises at the request of Prairie Moon.
- (c) Only caterers or approved persons holding the appropriate liquor licenses and permits will be authorized to dispense alcohol, and only from an area approved by Prairie Moon.
- (d) The only wines that shall be allowed on the Premises shall be wines sold at the Event by Prairie Moon.

MSS

Conduct of Event.

For the duration of the event, the Renter, Renter's guests, invitees, vendors and entertainers must abide by the Prairie Moon policies and comply with applicable regulations and laws. Renter is responsible for the actions of these parties and for any damages or losses incurred during the Event. Prairie Moon has the right to refuse entry or service to and remove from the Premises any person it deems to be behaving in an improper or abusive manner or in a manner not befitting the Prairie Moon facilities. Prairie Moon reserves the right to exclude or remove any undesirable persons from the Premises without liability.

Compliance.

Renter agrees to comply with the additional rules entitled Additional Conditions concerning the use of the Premises which are attached hereto and made a part of this Agreement.

Indemnity, Joint and Several Liability.

Renter covenants at all times to indemnify and hold Prairie Moon, its employees and agents harmless from and against all loss, liability, cost or damages that may occur or be claimed with respect to any person or persons, corporation, property or chattels, on or about the Premises resulting from any act done, or omission by or through the Renter, its agents, contractors, employees, invitees, or any person on the Premises by reason of the Renter's use or occupancy or resulting from Renter's non-use, or possession of said property and any and all loss, costs, liability, or expense resulting therefrom; and at all times to maintain the Premises and the surrounding property, in a safe and careful manner. Any party shown above as a Renter shall be jointly and severally liable with any other party for breach of this Agreement or under this Indemnity provision.

Decorations, Use, Cleanup.

Decorations, use of the Premises and clean-up shall comply with the provisions of the Additional Conditions.

Caterers.

Prairie Moon recommends the use of caterers. If Renter intends to use a caterer, the name of the caterer must be given to Prairie Moon. Prairie Moon reserves the right to veto the use of any caterer should Prairie Moon determine in its sole discretion that such caterer may not be willing or able to comply with the terms of this Agreement (which includes the Additional Conditions). All caterers must provide Prairie Moon an appropriate certificate of insurance, and review this Agreement.

3

Waivers.

The failure of Prairie Moon or Renter to insist on a strict performance of any of the terms and conditions hereof shall be deemed a waiver of the right or remedies that Prairie Moon or Renter may have regarding that specific instance only, and shall not be deemed a waiver of any subsequent breach or default in any terms and conditions.

Notices.

All notices to be given with respect to this Agreement shall be in writing. Each notice shall be sent by registered or certified mail, or by Federal Express or UPS, postage prepaid, to the party to be notified at the address set forth above or at such other address as either party may from time to time designate in writing. Every notice shall be deemed to have been given at the time it shall be deposited in the United States mails or in the hands of Federal Express or UPS in the manner prescribed herein. Nothing contained herein shall be construed to preclude

MSS

personal service of any notice in the manner prescribed for personal service of an original notice or other legal process.

Construction.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

Appendices.

Appendices to this Agreement shall form a part hereof, and are incorporated by reference.

Amendment.

No waivers, alterations or modifications of this Agreement or any agreements in connection herewith shall be valid unless in writing duly executed by both Prairie Moon and Renter herein. No such amendment shall void any guarantee hereunder, unless specifically provided in the amendment. If any term or provision of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons with circumstances other than those as to which it is felt invalid or unenforceable, shall not be affected thereby.

Governing Law.

This Agreement shall be governed by the law of the State of Iowa. Any action connected with this Agreement shall be brought in the District Court of the State of Iowa for Story County.

MSS

PRAIRIE MOON ESTATE WINERY AND VINEYARDS
RENTAL AGREEMENT
ADDITIONAL CONDITIONS

- 1) The Prairie Moon facility is rented "AS IS." Alterations to the Premises are not permitted: Furniture, furnishings, improvements and other accessories may not be relocated or removed from the Premises.
- 2) **Prairie Moon staff reserves the right to determine if outdoor spaces will be available for use based upon weather conditions prior to and day of the event. If outdoor space is used without Prairie Moon's approval, damage costs will be assessed.**
- 3) No nails, staples, screws, pins, tape or adhesives of any kind may be put into walls, ceilings or floors. No adhesive tapes including scotch, masking, and duct tape may be placed on any surfaces.
- 4) No rice, confetti, birdseed, or other unapproved "celebration materials" shall be allowed on the Premises. Please check with Prairie Moon if a certain material is unapproved.
- 5) No artificial flower petals, confetti, artificial diamonds/stones may be used as décor either indoors or outdoors. Real flower petals may be used outdoors ONLY.
- 6) All colored beverages will need prior approval by Prairie Moon.
- 7) **No candy tables, popcorn bar/table, chocolate fountains will be allowed.**
- 8) D.J.s and musicians must be finished by 15 minutes after the end of the Term of Event. This allows time to dismantle their equipment and be out within an hour after the Term of Event. A breach of contract occurs if the vendor is not out of the building by the end of that hour. D.J.'s may not use a fog or bubble machine.
- 9) A joint walk-through may be requested by Prairie Moon within 24 hours of the event if damage has occurred to the premises. If no damage has occurred, as determined by Prairie Moon, a walk-through will not be required.
- 10) If damages to the Premises prevent the next scheduled event(s) from occurring, Renter will be responsible for any and all refundable deposits that may be demanded by future Renter(s).
- 11) If damage occurs, Prairie Moon will contract all repairs to be made by skilled professionals; charges for repairs will be the responsibility of Renter as provided in the Agreement.
- 12) The Prairie Moon is a non-smoking facility. Smoking is allowed in designated outdoor areas marked by receptacles for disposing of cigarettes.
- 13) Prairie Moon and Renters will clean up the Premises and place all trash in the receptacles provided.
- 14) Prairie Moon will dispose of the bags of trash and will sweep the carpet for the next event.

MSS

- 15) We recognize that celebrations often include children and children will be children. We ask that parents be parents and supervise the children. Children should be kept from running, throwing food or other objects, or misusing furniture and furnishings. Children should at no time be left unsupervised. Prairie Moon shall not be responsible for injuries to children. Renters shall be responsible for all damages incurred by children.
- 16) Table linens, dishes, glasses, silverware, and centerpieces are your responsibility. Wine glasses are available at no cost. There is a \$2.00 charge per glass that is broken which will be deducted from your damage deposit.
- 17) A professional caterer is suggested. Prairie Moon can provide you with a list of preferred caterers if you would like. Caterers should contact Prairie Moon to set up arrival and needs in kitchen.
- 18) The kitchen will be of full use to you and your caterer. All trash at the end of the evening should be removed to the dumpster outside. Any items in the kitchen space that are property of Prairie Moon may NOT be used without expressed consent from a Prairie Moon staff person. All items belonging to Prairie Moon must be listed and checked out. Return of these items must take place before vacating the premises—failure to do so will result in damage deposit charges for the cost of missing materials.
- 19) Decorating Conditions.
- You may come in as early as 7:00am on the day of the Event to set up (full day wedding rental packages only).
 - Decorations you may observe during your visits may or may not be available for your use. Any and all decorations are solely your responsibility.
 - No decorations are allowed that leave any kind of residue, which include confetti, flower petals, silly string, or other items, either inside or outside our facility.
 - Helium balloons are not allowed.
 - No tacks, staples, pins, or tape on walls.
 - Candles are allowed only in containers—i.e. lanterns, votive holders, etc. (no jars).
- 20) The winery tasting room will stay open to the public until 5:00pm or 6:00 p.m. Prairie Moon staff will be on Premises until the last person leaves.
- 21) All items left on the premises after your event will be removed to the dumpster.
- 22) To prevent a breach of contract, please consider providing a copy of this contract to those who are helping to plan your event.
- 23) **No sparklers, floating lanterns, bottle rockets, firecrackers, or any other fireworks are allowed. Absolutely no firearms are allowed on property.**
- 24) **If any of the above prohibited items are used on the property, renters are subject to a \$300 breach of contract fee.**
- 25) **Prairie Moon personnel have the authority to contact law enforcement officials, if necessary, to protect winery property and personnel.**

MSS

The parties hereto have set their hands on the day and year first above written.

PRAIRIE MOON AYA Ranch, L.C.
D/b/a Prairie Moon Estate Winery and Vineyards

By: 
Contact Person for Prairie Moon

Janet Nissen
Address: 3801 W 190th Street

Ames, IA 50014
Phone(s): 515-232-2747 (office) 515-326-0169 (cell)

Email: janet@praiemcowinery.com

Fax: 515-232-2748

RENTER (S)

 (MARCUS S. JOHNSON)
OWNER - MICHAEL DUCKWAS

DATE: 1/27/17



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

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

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Jerry L. Moore, Planning and Development Director
RE: Requested release of \$70,000 Letter of Credit for required improvements in Cameron Estates 1 & 2
DATE: December 27, 2017

Scott Renaud, Fox Engineering on behalf of Kurt Friedrich requests the release of the \$70,000 Irrevocable Letter of Credit (No. 0430) reserved for the required improvements of Cameron Estates 1 & 2 identified in the document prepared by Tim Tryon, Vice President First National Bank of Ames and the Improvement Agreement recorded on January 9, 2017. Darren Moon and I conducted a site review of Cameron Estates on Thursday, November 2, 2017 in response to their request and identified seven items needing completion. The items were as follows:

1. Adjust the grade and install erosion control material around the stormwater intake located on the north end of the development, north of Cobblestone Court.
2. On the north side of Cobblestone Court, fill the large rut primarily located east of the curve of the road extending to the end of the cul-de-sac.
3. On the northeast corner of Harvest Road and Cobblestone Court, at the outlet end of the stormwater drainage pipe there was standing water that needs to drain to the adjacent stormwater tile intake pipe. Adjust the grade between these pipes to improve the flow of stormwater.
4. Regrade center of cul-de-sac area and reseed in spring. Ruts have formed from trucks cutting through the area.
5. A subdivision street sign is missing. Submit a sign permit application for a street sign to be located at the intersection of Harvest Road and 505th Avenue. The link to the sign permit application is <http://www.storycountyiowa.gov/DocumentCenter/View/7439>
6. The construction plans for the recently constructed stormwater detention basin should have been reviewed by the County prior to construction. Please submit the drawings with the submittal of the proposed Cameron Estates Plat 3.
7. Remove pile of tires located on east side of Harvest Road near the current temporary access leading to the new detention basin.

The applicant's engineer responded back on December 5, 2017 with the following response:



PLEASE RECYCLE



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

1. This is part of normal maintenance of the erosion control and is not part of the financial security. The site is checked weekly and issues are routinely addressed. We have TJs Landscape on contract to address the erosion/seeding/maintenance issues. In addition to FOX's weekly reviews, TJs review the site regularly as well as the Owner, Kurt Friedrich.
2. If we fill it, then it will wash out again and erode more material. It is better to leave it as it is until the lot is built on and finished. It is more stable leaving it alone. There is intermediate and final, downstream erosion control in the ditch. Again, a part of the normal erosion control process. We have substantially reduced the amount of flow in the ditch with the installation of the tile system, so the rut should remain stable. All areas disturbed by construction have been mulched; including the rut.
3. That will be addressed when the lot is finished. The amount of ponding is very slight. The erosion control will naturally cause some ponding to minimize erosion from the site. It was dry when I checked in on it a week after your review.
4. We have regraded that several times and is routinely damaged by construction equipment that is not under our control. The landscape area will be finished when the work around the lots is finished. This is not an item of the financial security. We must build a drive into the Berg property and it will likely be damaged again.
5. This is evidently a new requirement as neither I nor the developer have filled out this application before. This was something routinely done by the County and not the developer. We will fill out and pay the fee, but this seems cumbersome when the County is going to install it anyway. Save us the effort of the application and install the sign and send us the bill.
6. The detention pond does not require County approval or a permit. The County was aware of the construction of this structure in order to mitigate concerns of the adjoining Hickory Hills. This is an *optional* improvement for Cameron 1 or 2 that is not part of the financial security. Given your previous stated concern about erosion I would think we would have received acknowledgement and thanks for fixing a very erosive area that was there well before the developer purchased the property plus at the same time addressed drainage concerns of the neighbors.
7. They have been removed. Part of a temporary crossing to get across the channel.

Erosion control, seeding, mowing, and associated site maintenance is an ongoing process. There is absolutely nothing in the list of items in your letter that justified holding on to the financial security. We have numerous utilities and homebuilders routinely disturbing the site and causing issues which we routinely

follow up with and resolve in the course of the project. This development, as are most housing developments, a *continuous construction project* until the last house is built, and everything is seeded and stabilized. Friedrich and FOX Engineering follow up on issues well after the last house is built and the County is no longer involved.

All the streets in this development are private. As such, if anyone within the subdivision has an issue, they should be calling either the developer or the engineer for satisfaction or, if in place, the Homeowners Association.



PLEASE RECYCLE



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

Planning and Development staff conducted a follow up site review on December 13, 2017 to discover that the newly installed drainage tiling piping inlet structures identified in our review letter had been regraded and secured with erosion control material as requested. After meeting with Darren Moon, Deb Schildroth and Rick Sanders to discuss the request to release the \$70,000 Letter of Credit, I sent the following email to Scott Renaud.

After conducting another follow-up site review of Cameron Estates yesterday and seeing that additional erosion control measures have been installed and after meeting with Darren Moon, Deb Schildroth and Rick Sanders to discuss the County's review letter and your response, we have come to the following conclusion.

We request a signed written letter from you acknowledging and certifying that the work including roads, drainage systems, grading and other improvements was accomplished in accordance with the approved plans and specifications within Cameron Estates 1 & 2, and that you agree to complete the regrading of the remaining erosion areas including reseeding on the north side of Cobblestone Court and the center cul-de-sac area in the spring of 2018 and also acknowledge that the recently constructed stormwater detention basin was constructed in accordance to the Iowa Stormwater Management Manual and Statewide Urban Design and Specifications requirements identified in the County's Land Development Regulations. This letter from you should also include your request for the County to release the \$70, 000 Letter of Credit for Cameron Estates 1 & 2 and when received will be placed on the Board of Supervisors Consent Agenda at a future meeting for action.

Due to the time of year, outdoor temperature, and limited items remaining to be addressed at Cameron Estates Second Addition as stated in the applicant's engineer's written statement on December 19, 2017 the filling, grading and seeding of the eroded area on north side of Cobblestone Court and at the center of the cul-de-sac will be addressed in the spring of 2018, and based on the applicant's engineers' written statement certifying that the grading, road and drainage system improvements have been completed in general conformance to the plans and specifications prepared for the project; the Planning and Development and Engineering staff support the Board of Supervisor's release of the \$70,000 Letter of Credit from Tim Tryon, Vice President First National Bank of Ames covering the initial identified work in Cameron Estates 1 & 2. Also, the applicant's engineer stated the stormwater detention basin was constructed to limit stormwater flows more than recommended by the Iowa Stormwater Management Manual and designed and constructed in accordance with Statewide Urban Design and Specifications (SUDAS).



PLEASE RECYCLE



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

Planning and Development and Engineering staff will conduct a follow up site review in the spring of 2018 to check on the completion of the regrading and reseeding on the north side of Cobblestone Court and in the center of the cul-de-sac.

APPROVED **DENIED**

Board Member Initials: CS

Meeting Date: 11/2/18

Follow-up action: _____



PLEASE RECYCLE



December 19, 2017

Jerry Moore
Planning Development Director
Story County
900 6th Street
Nevada, Iowa 50201

**RE: Cameron Estates First and Second Addition
Project Certification and Request for Release of Financial Security
FOX Ref. No. 5372-15a.600**

Dear Mr. Moore:

I hereby certify that the grading, road and drainage system improvements have been completed in general conformance to the plans and specifications prepared for the project and submitted to Story County.

The stormwater detention basin constructed on the former Berg property (now Cameron 3) was constructed to limit stormwater flows *more* than recommended by the Iowa Stormwater Management Manual. The plan of the detention basin is attached. The basin was designed and constructed in accordance with SUDAS specifications. The following is an explanation of the project and the before and after flowrates:

The existing drainage basin consisted of straight row crops on approximately 23 acres. The runoff for the existing basin was determined to be as follows:

**1-year = 11.84 cubic feet per second (CFS)
5-year = 28.76 CFS
10-year = 37.80 CFS
100-year = 75.28 CFS**

Runoff rates were decreased by development, returning much of the site to a lawn condition. A lower CN value, routing of storm water through the swales and culverts in the developed basin, increased storage and time of concentration helped to reduce runoff from the basin. In addition to the decreased runoff, a dry detention pond was constructed at the outfall of the basin. Storm water is routed through a drainage swale and culvert under Windrose Lane, prior to discharge into the detention pond.

The pond is a dry detention pond with a maximum storage capacity of approximately 103,000 cu-ft. The pond discharges through a 12-inch hickenbottom at the base of the pond. The hickenbottom is connected to the secondary overflow by a 8-inch pipe. The riser is a 48-inch diameter CMP. Storm water is ultimately discharged from the pond through 95' of 24-inch pipe at 1.00%. The top of pond elevation is 975.00. The maximum runoff to the pond under the 100-year event is 38.70 cfs (or 220,000 cubic feet (cu-ft) of runoff), from a basin of approximately 19.65 acres. The release rate from the pond is as follows for each storm event:

**1-year = 1.81 CFS – A reduction of the discharge rate of 85% (Elev. 962.12, Storage 3,404 cu-ft)
5-year = 5.86 CFS – A reduction of the discharge rate of 80% (Elev. 965.83, Storage 15,755 cu-ft)
10-year = 8.02 CFS – A reduction of the discharge rate of 79% (Elev. 967.42, Storage 24,481 cu-ft)
100-year = 24.66 CFS – A reduction of the discharge rate of 67% (Elev. 971.39, Storage 57,303 cu-ft)
Note the storage requirement for the 100-year storm is 57,303 cubic feet and the storage provided is 103,000 cubic feet. The emergency discharge for the pond is to the north.**

The development of the basin and addition of the detention pond, drastically reduced the storm water runoff from the site.

We request the remaining financial security of \$70,000 for Cameron 1 and Cameron 2 be released.

Erosion control and maintenance is an ongoing in accordance with the State of Iowa permit requirements. We have noted the items listed in your email will be addressed in the spring of 2018.

Note the repair to the cul-de-sac is not erosion control work – rather normal maintenance in the context that damage was done to the grassed area of the cul-de-sac that will need to be addressed by the developer. In the future, any similar requests by the County should be directed to the entity that caused the damage or to the adjacent lot owner.

Sincerely,
FOX Engineering Associates, Inc.



Scott Renaud, P.E.
Project Manager

Cc: Kurt Friedrich (email)
Brian Torresi (email)
Rick Sanders (email)
Darren Moon (email)
Debra Schildroth (email)

K:\proj\5000\5372-15a Cameron Phase 2\Correspondence\2017 12 19 ltr to jerry on em dated dec 13.docx

APPROVED **DENIED**
Board Member Initials: MS
Meeting Date: 1/2/18
Follow-up action: _____

INSTRUMENT PREPARED BY:	Brian D. Torresi, 2605 Northridge Pkwy., Ste. 101, Ames, IA 50010 (515) 288-2500
RETURN TO:	Cameron Farms, LLC, 619 E. Lincoln Way, Ames, IA 50010

IMPROVEMENT AGREEMENT

THIS IMPROVEMENT AGREEMENT (this "Agreement") is being made and entered into between Story County, Iowa (the "County") and Cameron Farms, LLC (the "Developer") related to the development of Cameron Estates Subdivision, Second Addition, Story County, Iowa (the "Subdivision").

1. The Developer shall provide an irrevocable letter of credit or other form of financial security to the County, in form and substance to be approved by the County Attorney, assuring the completion of all Subdivision improvements as set forth in Paragraph 2 herein. The irrevocable letter of credit or other form of financial security shall be in the amount of seventy thousand dollars and 00/100 (\$70,000.00) (the "Security Amount"), as specified by the County Engineer. If the Developer fails to complete any of the Work (as defined in Paragraph 2 herein) to the satisfaction of the County Engineer, the County shall be entitled to exercise their rights against the irrevocable letter of credit or other form of financial security, up to the Security Amount, as needed for the completion of the Work (as defined below).

2. The Developer agrees to comply with the following schedule related to the completion of all required Subdivision improvements (the "Work"):

- | | |
|--|------------------|
| a. Tile to the right-of-way | November 1, 2018 |
| b. minor filling, finished grading, seeding at the cul-de-sac center area and areas along Cobblestone Court and Harvest Road where utility contractors had recently worked in the right-of-way, and matching the grade to within two (2) inches of the street surface in the first phase | November 1, 2018 |

3. All improvements to roads shall be constructed in accordance with the County Subdivision Street Specifications.

4. At least one (1) week prior to undertaking any of the Work within the Subdivision, a construction schedule shall be submitted to the County Planning and Development Department who will distribute to the County Engineer.

5. The Developer shall retain a Professional Engineer (the "Engineer") to provide construction staking and inspection. The Developer shall notify the County Engineer and the County Planning and Development Director not less than forty-eight (48) hours in advance of readiness

for required inspection. At the completion of Work, the Engineer shall certify the work to the County Engineer. The certification shall be that all Work was accomplished in accordance with the approved plans and specifications.

6. The Developer shall be responsible for the installation and/or construction of all required Work within the Subdivision in accordance with County Land Development Regulations (the "Regulations"), and shall warrant the design, materials, and workmanship of the Work, and the installation and construction thereof, for a period of two (2) years from and after completion. Such warranty shall be by an irrevocable letter of credit or other financial security in an amount as determined by the County Engineer; and shall be subject to review by the County Attorney; shall assure the expedient repair or replacement of defective improvements under warranty; and shall indemnify the County from all costs or losses resulting from or contributed to such defective improvements.

7. This Agreement is not intended to supersede or redefine requirements of the Regulations.

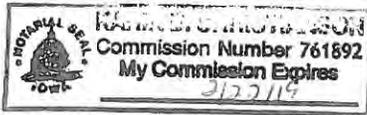
Dated this ___ day of December, 2016.

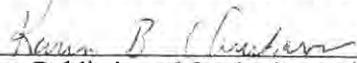
CAMERON FARMS, LLC

By: 
Kurt W. Friedrich, Manager

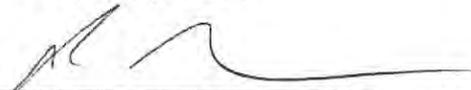
STATE OF IOWA, STORY COUNTY, SS:

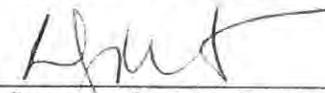
This record was acknowledged before me on this 29th day of December, 2016, by Kurt W. Friedrich, as a Manager of Cameron Farms, LLC.




Notary Public in and for the State of Iowa
My commission expires 2/22/19

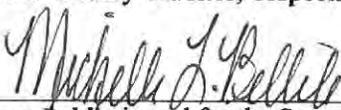
STORY COUNTY, IOWA

By: 
Rick Sanders, Chair. Board of Supervisors

By: 
Lucy Martin, Story County Auditor

STATE OF IOWA, STORY COUNTY, SS:

This record was acknowledged before me on this 3rd day of January, 2017, by Rick Sanders and Lucy Martin, the Chair of the Board of Supervisors and the County Auditor, respectively, of Story County, Iowa.


Notary Public in and for the State of Iowa
My commission expires 9/11/18



Issue Date: December 29, 2016

Irrevocable Letter of Credit No. 0430 RE:

For completion of Subdivision improvements including: Tile to the right-of-way; minor filling, finished grading, seeding at the cul-de-sac center area and areas along Cobblestone Court and Harvest Road where utility contractors had recently worked in the right-of-way, and matching the grade to within 2 inches of the street surface in the first phase

Story County, Iowa

RE: Cameron Farms, L.L.C.
619 E. Lincoln Way
Ames, Iowa 50010

Gentlemen,

We hereby establish our Irrevocable Letter of Credit No.0430 in favor of:

Story County, Iowa

For the Account of:

Cameron Farms, L.L.C.
619 E. Lincoln Way
Ames, Iowa 50010

In the amount of \$70,000.00 U.S. Dollars. Irrevocable Letter of Credit No. 0430 will expire on November 1, 2018.

Drafts for payment must be accompanied by the following:

1. Copies of all invoices, which have remained unpaid for 60 days from invoice date.
2. Beneficiary's signed statement indicating that the invoices are unpaid.
3. Copy of this irrevocable Letter of Credit No. 0430.

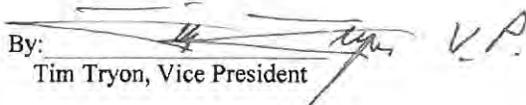
Partial Payments are permitted.

We hereby agree that drafts drawn under and in compliance with the terms of this Letter of Credit will be duly honored.

This Letter of Credit is subject to the Uniform Customs and Practice of Documentary Credit (1993) Revision, International Chamber of Commerce Publication #400.

Sincerely,

First National Bank of Ames

By:  V.P.
Tim Tryon, Vice President



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

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

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Jerry L. Moore, Planning and Development Director
RE: Consideration of Zoning Permit Application and Site Development Plan Sketch Drawing for proposed temporary hoop building for Brant Lemer, Crestview Mobile Home Park
DATE: December 27, 2017

Brant Lemer, property owner of the Crestview Mobile Home Park submitted a zoning permit application and a site development plan sketch drawing for a proposed temporary hoop building to the Story County Planning and Development Department. The temporary hoop building is being requested to assist the removal of hazardous materials (including asbestos) from the existing mobile homes currently located at Crestview Mobile Home Park. The work will be performed inside the temporary hoop building by an asbestos abator. Mr. Lemer plans to enter into a contract with a third party to perform the hazardous material removal. The removal of hazardous materials from the existing mobile homes is required by the Iowa Department of Natural Resources (IDNR) prior to removing the mobile homes from the property. The proposed temporary hoop building is planned to be located on the west end of the third east/west oriented paved driveway located north of the main entrance into the mobile home park. According to Mr. Lemer this location was selected as it is centrally located with fewer obstructions and is on existing concrete.

The zoning permit application and site development plan sketch drawing were received by the Planning and Development department on December 14, 2017. On December 15, 2017, I sent Mr. Lemer an email explaining the County staff review process and that Board of Supervisor action was required prior to commencing with the project. On December 15, 2017 our department posted the zoning permit application and site development plan sketch drawing on the Intranet for County staff to review. On December 19, 2017, the County staff review letter was emailed to Mr. Lemer. On December 20, 2017 I conducted a site visit to review the location of the proposed temporary hoop building and learned that the construction of the temporary hoop building had already begun. On December 21, 2017 our department sent Mr. Lemer a Notice of Violation and \$100 fine. Mr. Lemer sent our department an email response to the County staff review comments on December 24, 2017. Copies of the Zoning Permit Application, Site Development Plan Sketch Drawing, my email to Mr. Lemer on the review process, County staff review letter, Mr. Lemer's response and a site photo of the temporary hoop building are located on the Agenda Center.

The Planning and Development Department recommends the Board of Supervisors approve the requested zoning permit and site development plan sketch drawing for the temporary hoop building with the following conditions:



PLEASE RECYCLE



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

1. Payment of the \$100 violation shall occur on or before January 22, 2018 to avoid the citation process.
2. The temporary hoop building shall only be used for dismantling of hazardous materials from existing mobile homes currently located at the Crestview Mobile Home Park.
3. The temporary hoop building shall be removed when the dismantling of hazardous materials from existing mobile homes is completed, however not later than May 31, 2018. If needed, Mr. Lemer may request an extension from the Story County Planning and Development Department with action required by the Board of Supervisors.
4. The temporary hoop building shall be tied down to the ground.
5. The hazardous materials abator and Mr. Lemer shall meet Iowa Department of Natural Resource (IDNR) requirements when dismantling and removing hazardous materials from the existing mobile homes.
6. All dismantled hazardous materials removed from the existing mobile homes shall be removed from the property and disposed in accordance to IDNR requirements. If temporary on-site storage of dismantled hazardous materials from existing mobile homes is planned and permitted under IDNR regulations, the hazardous materials shall be secured on a trailer or dumpster or other means approved by the IDNR. The hazardous materials shall not be stacked higher than 10 feet. The hazardous materials shall be removed from the property no less than monthly.

APPROVED **DENIED**

Board Member Initials: RS

Meeting Date: 11/21/18

Follow-up action: _____



PLEASE RECYCLE

Stephanie L. Jones

From: Brant Lemer <crestviewmhp@gmail.com>
Sent: Sunday, December 24, 2017 12:23 PM
To: Jerry L. Moore
Subject: Re: County review letter for zoning permit and site development sketch plan for temporary hoop building

Jerry,

In response to your planning and development comments:

1. In best way to provide a drawing or diagram from manufacturer would be to address this website, www.canindustrial.com. This product is 300g PE, double sided PVC coated fabric, all weather suitable, 100% water proof, fire resistant, flame retardant, and UV inhibitor.
2. Structure will be secured to the existing concrete road on property.
3. As stated on our phone conversation, this will enhance the removal of the mobile homes off property in the cold winter months to detour any encouragement of more slowness that has been in place the last four plus months of such agreement between Crestview Mobile Home Park and Story County.
4. The building should be located on property as long as project takes.
5. As stated in our phone conversation, there is no letter addressing the state requirements for such specific project.
6. This structure will be used for items which will be needed for use by the project abator.
7. Such location was simply centrally with less obstructions (trees, mobile homes) and on existing concrete surface which will work well for such project.

Regards,

Brant Lemer
5615 Lincoln Way
Ames, IA 50014

On Tue, 12/19/17, Jerry L. Moore <JMoore@storycountyowa.gov> wrote:

Subject: County review letter for zoning permit and site development sketch plan for temporary hoop building
To: "crestviewmhp@ymail.com" <crestviewmhp@ymail.com>
Date: Tuesday, December 19, 2017, 3:06 PM

Brant,

Please find attached the
County review letter for your proposed temporary hoop building.

Please let me know if
there are questions.

Thank you,

Jerry Moore
Planning and Development
Director
Story County
900 6th
Street
Nevada, IA 50201
515-382-7246

44 2085

Story County Planning and Development

900 6th Street, Nevada, Iowa 50201
(515) 382-7245 — pzweb@storycountyia.gov — www.storycountyia.gov



ZONING, HOME BUSINESS, AND SIGN PERMITS

1. Property Owner*

(Last Name) LEMER
(First Name) BRANT
(Address) 5615 Lincoln Way
(City) AMES (State) IA (Zip) 50014
(Phone) 515-231-5115 (Email) crestviewmhpr@gmail.com

2. Applicant (if different than owner)

(Last Name) _____
(First Name) _____
(Address) _____
(City) _____ (State) _____ (Zip) _____
(Phone) _____ (Email) _____

Parcel ID Number(s) 0906350340

4. Certification and Signature

I/we certify that the information and exhibits submitted are true and correct to the best of my knowledge and that in filing this application I am acting with the knowledge, consent and authority of the owners of the property. Pursuant to said authority, I hereby permit County officials to enter upon the property for the purpose of inspection.
*Acknowledgement of property owner is required and may occur via email or signature of this application.

Property Owner Signature Brant Lemer Date 12-14-17 Applicant Signature _____ Date _____

Zoning

Type of Structure: Temporary Fabric Hoop building
Use of Structure: Temporary Work on Abatement
Dimensions: 30' X 85'
Height: 15'
Current # of Bedrooms: 0
of Bedrooms to be added: 0

- Non-Commercial
 - Commercial/Other Use
- Submittal Requirements**
 Filing Fee (required prior to processing): See Valuation sheet
 Site Development Plan showing proposed building in relation to property and setbacks thereof, as well as conformance to all sections of Chapter 88 of the Story County Code of Ordinances

Blue Prints/Construction Drawings

Home Business

Business Name: _____
Submittal Requirements:
 Filing Fee (required prior to processing): \$50
 Site Development Plan showing business layout on property as well as conformance to all sections of Chapter 88 and 89 of the Story County Code of Ordinances
 Floorplan showing business interior layout in dwelling/building as well as conformance to all sections of Chapter 89 of the Story County Code of Ordinances
 Written narrative explaining proposed home business and conformance to the standards for approval in Section 89.01(1) of the Story County Code of Ordinances

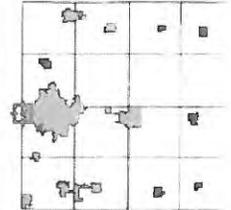
Sign

Dimensions: _____
Height: _____
Submittal Requirements:
 Filing Fee (required prior to processing): \$50
 Site Development Plan showing proposed external (freestanding) sign in relation to property and setbacks thereof
 Elevation drawings of proposed external wall sign showing dimensions of wall and location of wall sign on building. Include dimensions of building wall.
 Sketch/drawing of proposed sign showing height and dimensions
 Other items as determined by the Director

Receipt No. 509424
Receipt Amount 30



Overview



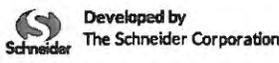
Legend

-  Parcels
-  Lots
-  Townships
-  Corporate Limits
-  Road Centerlines

Parcel ID 0906350340 **Alternate ID** 0906350340 **Owner Address** LEMER, BRANT
Sec/Twp/Rng 06-83-24 **Class** M - MultiResidential **5615 LINCOLN WAY**
Property Address 5615 LINCOLN HIGHWAY **Acres** 3.19 **AMES IA 50014**
AMES
District 65009 - WASHINGTON TWP/AMES SCH
Brief Tax Description CRESTVIEW AC SD LOTS 3-26 & LOT 27 EX 5 20' & E EX S20' F G LOTS 84-86 & 107-109
 (Note: Not to be used on legal documents)

Concerning Assessment Parcels and Platted Lots Within the City of Ames Jurisdiction:
 The solid parcel boundary lines represent the legal description as recorded and are not necessarily the official platted lot lines. Dashed lines are official platted lots. If a parcel contains dashed lines, please contact the Ames Planning & Housing Department (515-239-5400) to determine which lines can be recognized for building permit or zoning purposes. If you have questions regarding the legal description or parcel measurements, please contact the Story County Auditor's office (515-382-7210).

Date created: 12/14/2017
 Last Data Uploaded: 12/13/2017 11:37:23 PM



VALUATION NEW CONSTRUCTION - COMMERCIAL and INDUSTRIAL

Provide the area in square feet of all the following items which apply.

				Dollar Amount	Multiply sq. ft. by dollar amount
Anchor Store	_____	sq. ft.	X	\$57.70	\$0.00
Apartment Building	_____	sq. ft.	X	\$124.20	\$0.00
Auto Sales	_____	sq. ft.	X	\$67.40	\$0.00
Auto Service	_____	sq. ft.	X	\$46.20	\$0.00
Bank Primary Location (with basement)	_____	sq. ft.	X	\$122.50	\$0.00
Bank Primary Location (without basement)	_____	sq. ft.	X	\$98.50	\$0.00
Bank Drive-Up (with basement)	_____	sq. ft.	X	\$122.50	\$0.00
Bank Drive-Up (without basement)	_____	sq. ft.	X	\$98.50	\$0.00
Banquet/Concert Halls, Gathering Spaces	_____	sq. ft.	X	\$97.40	\$0.00
Bed and Breakfast	_____	20% above value of house	X		
Bowling Alley	_____	sq. ft.	X	\$52.20	\$0.00
Campground Buildings	_____	sq. ft.	X	\$58.65	\$0.00
Car Wash Full Service	_____	sq. ft.	X	\$62.10	\$0.00
Car Wash Self Service	_____	sq. ft.	X	\$60.50	\$0.00
Car Wash Drive Thru	_____	sq. ft.	X	\$87.90	\$0.00
Church	_____	sq. ft.	X	\$141.50	\$0.00
Convenience Store	_____	sq. ft.	X	\$83.70	\$0.00
Day Care	_____	sq. ft.	X	\$80.50	\$0.00
Fertilizer Building	_____	sq. ft.	X	\$34.75	\$0.00
Franchise Service	_____	sq. ft.	X	\$61.00	\$0.00
Gas Station With Bays	_____	sq. ft.	X	\$86.00	\$0.00
Gas Station Without Bays	_____	sq. ft.	X	\$93.00	\$0.00
General Office Building (with basement)	_____	sq. ft.	X	\$92.60	\$0.00
General Office Building (without basement)	_____	sq. ft.	X	\$77.60	\$0.00
Greenhouse With Utilities	_____	sq. ft.	X	\$23.30	\$0.00
Greenhouse Without Utilities	_____	sq. ft.	X	\$22.00	\$0.00
Grain Storage Crib Type	_____	sq. ft.	X	\$5.70	\$0.00
Grain Storage Concrete or Steel Type	_____	sq. ft.	X	\$4.95	\$0.00
Grain Storage Flat Storage	_____	sq. ft.	X	\$18.90	\$0.00
Grocery	_____	sq. ft.	X	\$65.50	\$0.00
Gym	_____	sq. ft.	X	\$124.00	\$0.00
Library	_____	sq. ft.	X	\$96.00	\$0.00
Lodge or Fraternal building	_____	sq. ft.	X	\$101.00	\$0.00
Lumber Storage (office area separate: see item 16)	_____	sq. ft.	X	\$8.60	\$0.00
Manufacturing Heavy	_____	sq. ft.	X	\$36.40	\$0.00
Manufacturing Light	_____	sq. ft.	X	\$29.60	\$0.00
Medical/Dental Office Building (with basement)	_____	sq. ft.	X	\$105.60	\$0.00
Medical/Dental Office Building (without basement)	_____	sq. ft.	X	\$90.80	\$0.00
Motel/Hotel	_____	sq. ft.	X	\$142.00	\$0.00
Motel/Hotel Common Area	_____	sq. ft.	X	\$119.50	\$0.00
Nursing Home	_____	sq. ft.	X	\$93.00	\$0.00
Restaurant	_____	sq. ft.	X	\$118.80	\$0.00
Retail Store Small (one level)	_____	sq. ft.	X	\$71.40	\$0.00
Retail Store Large	_____	sq. ft.	X	\$56.30	\$0.00
School	_____	sq. ft.	X	\$110.75	\$0.00
Shopping Center Neighborhood	_____	sq. ft.	X	\$55.00	\$0.00
Shopping Center Regional	_____	sq. ft.	X	\$66.00	\$0.00
Theatre	_____	sq. ft.	X	\$90.40	\$0.00
Tower Guyed	_____	lin. ft.	X	\$450.00	\$0.00
Tower Monopole	_____	lin. ft.	X	\$1,000.00	\$0.00
Tower Self Supporting	_____	lin. ft.	X	\$1,000.00	\$0.00
Warehouse	_____	sq. ft.	X	\$26.70	\$0.00
Wastewater Supply Treatment Facility	_____	Engineer's construction value/bid*			\$0.00
Water Supply Treatment Facility	_____	Engineer's construction value/bid*			\$0.00
Wind Energy Systems (Commercial and Non-commercial)	_____	Engineer's construction value/bid*			\$0.00
Other (please list) _____	Hoop Building	Contact Planning & Development		\$4,000.00	

Estimated Value of Construction	Fee	Total Value	
Up to \$20,000	\$30.00	TOTAL FEE	\$0.00
ABOVE \$20,000	D.15% of Value		\$0.00

30



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

Ph. 515-382-7245
www.storycountyiowa.gov

December 19, 2017

Brant Lemer
5615 Lincoln Way
Ames, IA 50014

Subject: Follow-up questions/comments to zoning permit application and site development plan sketch drawing submittal for the proposed 30'x 85' (2550 sq. ft.) temporary hoop building to be located at 5615 Lincoln Way (parcel #09-06-350-340).

Dear Mr. Lemer,

Thank you for your zoning permit application and site development plan sketch drawing submittal for the proposed 30'x 85' (2550 sq. ft.) temporary hoop building to be located at 5615 Lincoln Way (parcel #09-06-350-340. This information was routed and reviewed by Story County Planning and Development and other county departments. Please respond to the following comments and questions. The Story County Land Development Regulations require site development plans to be acted on by the Story County Board of Supervisors. Additional County department comments may follow.

Planning and Development Department Comments

1. Please provide a drawing and/or diagram from the manufacturer of the proposed temporary hoop building. Also, please provide information on fire retardancy from the manufacturer.
2. Will the building be anchored to the ground?
3. Provide a detailed explanation of the use of the temporary building.
4. How long will the temporary building be located on the property?
5. Please provide a copy of the Iowa Department of Natural Resources letter addressing the state requirements regarding on-site hazardous materials removal from the mobile homes.
6. Identify all items that you plan to locate inside of the temporary hoop building?
7. Explain why the location was chosen for the temporary hoop building?

Environmental Health Department Comments

1. Environmental Health has no concerns. If this enhances the removal of trailers, we support the approval of the permit.

Please respond to the above items by noon Wednesday, December 20, 2017 in order for this item to be placed on the December 27, 2017 Board of Supervisors' agenda. Please contact me at jmoore@storycountyiowa.gov or at (515) 382-7246 with any questions.

Sincerely,

Jerry L. Moore, Planning and Development Director

Stephanie L. Jones

From: Jerry L. Moore
Sent: Friday, December 15, 2017 3:44 PM
To: 'crestviewmhp@ymail.com'
Subject: Proposed temporary hoop building

Brant,

The Story County Planning and Development Dept received your zoning permit application and site plan drawing submittal for the temporary hoop building for your property located at 5615 Lincoln Way. The County's process for zoning permit application and site plan submittals for nonresidential uses requires an internal County depts. review and ultimately action by the Board of Supervisors; often occurring under their consent agenda.

Our dept will likely do a site review at the property of the location of the temporary hoop building. The submittal was routed to other County depts. for review and response and our plan is to provide a comment review letter to you on Tuesday, December 19, 2018.

Please let me know if you have any questions.

Thank you,

Jerry Moore
Planning and Development Director
Story County
900 6th Street
Nevada, IA 50201
515-382-7246

Closure No. 18-27

Date 12/21/2017

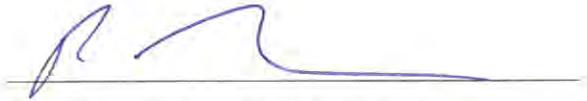
Resolution

BE IT RESOLVED

by the Board of Supervisors of Story County, Iowa, to approve the road closure(s) for the purpose of Bridge Repair in Indian Creek Twp. Section 35 on 335th Lane west of 670th Ave.

Motion by: Olson Seconded by: Chitty

Olson	<input checked="" type="checkbox"/> Aye	Sanders	<input checked="" type="checkbox"/> Aye	Chitty	<input checked="" type="checkbox"/> Aye
	<input type="checkbox"/> Nay		<input type="checkbox"/> Nay		<input type="checkbox"/> Nay
	<input type="checkbox"/> Absent		<input type="checkbox"/> Absent		<input type="checkbox"/> Absent



Story County Board of Supervisors



Public Professional & Maintenance Employees

International Union of Painters and Allied Trades Local 2003

Business Representative Mark Hubbard

P.O. Box 1722

Fort Dodge, IA 50501

Telephone 515-573-2003 Facsimile 515-573-2004

Iowa, Nebraska & Western Illinois District Council 81

UNION'S INITIAL PROPOSALS 2018-2019 COLLECTIVE BARGAINING AGREEMENT STORY COUNTY ADMIN

The Union seeks a voluntary agreement, but retains the right to make alternate counterproposals to any Employer proposal to delete permissive language from the current contract. Furthermore, the Union retains the right to add, delete, alter, or amend our proposals throughout negotiations.

Public Professional and Maintenance Employees, Local 2003, proposes changes to the current Agreement as follows:

1. Article 23 – Wage Rate

The Union seeks to increase the employee's wages in each class by 4% per classification beginning July 1st 2018, 4% July 1st 2019, & 4% July 1st 2020.



Public Professional & Maintenance Employees

International Union of Painters and Allied Trades Local 2003

Business Representative Mark Hubbard

P.O. Box 1722

Fort Dodge, IA 50501

Telephone 515-573-2003 Facsimile 515-573-2004

Iowa, Nebraska & Western Illinois District Council 81

UNION'S INITIAL PROPOSALS 2018-2019 COLLECTIVE BARGAINING AGREEMENT STORY COUNTY SECONDARY ROADS

The Union seeks a voluntary agreement, but retains the right to make alternate counterproposals to any Employer proposal to delete permissive language from the current contract. Furthermore, the Union retains the right to add, delete, alter, or amend our proposals throughout negotiations.

Public Professional and Maintenance Employees, Local 2003, proposes changes to the current Agreement as follows:

1. Article 23 – Wage Rate

The Union seeks to increase the employee's wages in each class by 4% per classification beginning July 1st 2018. The Union is proposing a one year contract, but open to a multi-year deal.



Public Professional & Maintenance Employees

International Union of Painters and Allied Trades Local 2003

Business Representative Mark Hubbard

P.O. Box 1722

Fort Dodge, IA 50501

Telephone 515-573-2003 Facsimile 515-573-2004

Iowa, Nebraska & Western Illinois District Council 81

UNION'S INITIAL PROPOSALS 2018-2019 COLLECTIVE BARGAINING AGREEMENT STORY COUNTY CONSERVATION

The Union seeks a voluntary agreement, but retains the right to make alternate counterproposals to any Employer proposal to delete permissive language from the current contract. Furthermore, the Union retains the right to add, delete, alter, or amend our proposals throughout negotiations.

Public Professional and Maintenance Employees, Local 2003, proposes changes to the current Agreement as follows:

1. Article 23 – Wage Rate

The Union seeks to increase the employee's wages in each class by 4% per classification beginning July 1st 2018, 4% July 1st 2019, & 4% July 1st 2020.

2. Article 10 - Hours of Work

The Union would also like to discuss the adjusting of the schedule and the 14 day notice.



Public Professional & Maintenance Employees

International Union of Painters and Allied Trades Local 2003

Business Representative Mark Hubbard

P.O. Box 1722

Fort Dodge, IA 50501

Telephone 515-573-2003 Facsimile 515-573-2004

Iowa, Nebraska & Western Illinois District Council 81

UNION'S INITIAL PROPOSALS 2018-2019 COLLECTIVE BARGAINING AGREEMENT STORY COUNTY SHERIFF

The Union seeks a voluntary agreement, but retains the right to make alternate counterproposals to any Employer proposal to delete permissive language from the current contract. Furthermore, the Union retains the right to add, delete, alter, or amend our proposals throughout negotiations.

Public Professional and Maintenance Employees, Local 2003, proposes changes to the current Agreement as follows:

1. Article 23 – Wage Rate

The Union seeks to increase the employee's wages in each class by 6% per classification beginning July 1st 2018, 6% July 1st 2019, & 6% July 1st 2020.

2. Article 11 – Vacations

After Fifteen (15) years of continuous full-time service, two hundred (200) hours.

After Twenty (20) years of continuous full-time service, two hundred forty (240) hours.

After Twenty-five (25) years of continuous full-time service, two hundred eighty (280) hours.

3. Explore a fund for legal help for officer involved incidents.

4. Explore extra compensation for Senior Deputy in charge compensation.

5. Article 22 – Compensation

Change FTO pay from a dollar an hour to one hour of OT.

6. Article 24 – Shift Differential

Increase shift differential to .75 cents per hour for all shifts.



Public Professional & Maintenance Employees

International Union of Painters and Allied Trades Local 2003

Business Representative Mark Hubbard

P.O. Box 1722

Fort Dodge, IA 50501

Telephone 515-573-2003 Facsimile 515-573-2004

Iowa, Nebraska & Western Illinois District Council 81

UNION'S INITIAL PROPOSALS 2018-2019 COLLECTIVE BARGAINING AGREEMENT STORY COUNTY COMMAND

The Union seeks a voluntary agreement, but retains the right to make alternate counterproposals to any Employer proposal to delete permissive language from the current contract. Furthermore, the Union retains the right to add, delete, alter, or amend our proposals throughout negotiations.

Public Professional and Maintenance Employees, Local 2003, proposes changes to the current Agreement as follows:

1. Article 23 – Wage Rate

The Union seeks to increase the employee's wages in each class by 6% per classification beginning July 1st 2018, 6% July 1st 2019, & 6% July 1st 2020.

2. Article 11 – Vacations

After Twenty (20) years of continuous full-time service, two hundred forty (240) hours.

After Twenty-five (25) years of continuous full-time service, two hundred eighty (280) hours.

Also, add wording to the contract that when an employee reaches max vacation & vacation is denied, employee doesn't have to fill out a slip for payment, should be automatic.

3. Salary Schedule

Explore making all grades with similar job descriptions and responsibilities equal pay.

By: Leanne A. Harter, AICP, Story County Planning and Zoning, 800 6th Street, Nevada, IA 50201 (515) 382-7245

Please return to:
Planning and
Zoning

**STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NO. 09-57**

WHEREAS, sustainability is often defined as meeting the needs of the present generation without compromising the ability of future generations to meet their needs; and

WHEREAS, Story County should promote sustainable practices including social, environmental, and economic stewardship to benefit future generations and to inspire other counties, municipalities, public and private entities, and residents; and

WHEREAS, Story County wishes to extend and further their role as an environmental steward of the earth; and

WHEREAS, local government actions taken to reduce greenhouse gas emissions through increased energy efficiency, reduced vehicle miles traveled, and waste reduction can provide multiple local benefits by decreasing air pollution, creating jobs, and reducing energy expenditures for the county, its businesses and its citizens; and

WHEREAS, in July 2008, the Story County Board of Supervisors established the Story County Go Green Team and these individuals from several County departments identified the need to develop a program to promote sustainable practices by Story County government; and

WHEREAS, the Story County Go Green Team established the *Story County, Iowa Our Green Tomorrow Strategic Action Plan (2009-2014)* and recommended such to the Story County Board of Supervisors to accomplish the following goals: review internal operations impacting the County's *triple bottom line* (environment, economy/budget, and employees/society); evaluate the impact of policies on the green goals of Story County; and create a sense of commitment and common understanding of green actions among all levels of employees; and

WHEREAS, it is recognized that further development and implementation of these and additional sustainability practices will require involvement, participation and endorsement at all levels of the County organization,

NOW, THEREFORE, BE IT RESOLVED that the Story County Board of Supervisors upon recommendation from the Story County Go Green Team hereby supports the research and development of green policies for Story County and adopts the *Story County, Iowa Our Green Tomorrow Strategic Action Plan (2009-2014)*; and

BE IT FURTHER RESOLVED that the Story County Board of Supervisors appoints two staff members as the Green Coordinators effective May 12, 2009; and

BE IT FURTHER RESOLVED that the Story County Board of Supervisors recognizes the positive leadership role of the members of the Story County Go Green Team:

Environment and Physical Improvements Task Force

Steve Lekwa, Al Hahn, John Asmussen, Connie Kinyon, Melissa Spencer

Purchasing Policies and Budgeting Task Force

Bev Larsen, Lisa Markley, Darren Moon, Lori Mensing, Margaret Jaynes

Outreach Task Force

Gayla Harken, Matt Boeck, Matt Emerson, Terri Loneman, Jim Cheek, Deb Schildroth

Jane Halliburton

Committee Co-Chairs: Al Hahn and Leanne Harter

Dated this 5th day of May, 2009

Wayne E. Clinton
Wayne E. Clinton, Chair
Board of Supervisors
Story County, Iowa

Mary Mosiman
Mary Mosiman, County Auditor
Story County, Iowa

Moved by: Halliburton
Seconded by: Strohman
Voting Aye: Halliburton, Strohman, Clinton
Voting Nay: None
Absent: None

Chair Wayne E. Clinton declared the Resolution adopted.

Certification

We, Wayne E. Clinton and Mary Mosiman, being the duly elected and appointed Chair of the Board of Supervisors of Story County, Iowa, and the County Auditor of Story County, Iowa, respectively, do hereby certify that the above and foregoing Resolution is a true and accurate copy of the Resolution which was passed and adopted by the Board of Supervisors of Story County, Iowa, at its regular meeting of the 5th day of May, 2009.

Wayne E. Clinton
Wayne E. Clinton, Chair
Board of Supervisors
Story County, Iowa

Mary Mosiman
Mary Mosiman, County Auditor
Story County, Iowa

RESOLUTION #18-71
2018 CENTRAL IOWA REGIONAL
TRANSPORTATION PLANNING ALLIANCE
APPOINTMENTS

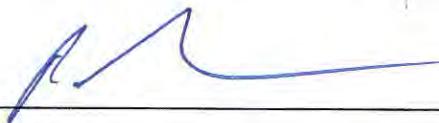
WHEREAS, the Story County Board of Supervisors of Story County, Iowa, annually appoints or to reappoint, persons to represent that member government on the Central Iowa Regional Transportation Planning Alliance (CIRTPA) Transportation Policy Committee (TPC) and on the CIRTPA Transportation Technical Committee (TTC).

AND WHEREAS, Story County Board of Supervisors of Story County, Iowa, through the Amended and Substituted Agreement Establishing the Central Iowa Regional Transportation Planning Alliance under Chapter 28E. Code of Iowa (28E Agreement) is entitled to one primary representative and to one alternate representative to both the CIRTPA TPC and to the CIRTPA TTC.

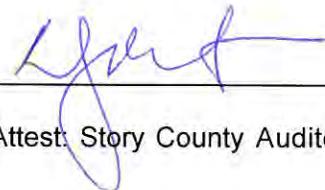
NOW, THEREFORE, BE IT RESOLVED that the Story County's current representation is:

CIRTPA TPC Primary Representative	<u>Lauris Olson</u>
CIRTPA TPC Alternate Representative	<u>Rick Sanders</u>
CIRTPA mc Primary Representative	<u>Darren Moon</u>
CIRTPA TTC Alternate Representative	<u>Tyler Sparks</u>

Dated this 2nd day of January, 2018



Board of Supervisors



Attest: Story County Auditor

Moved by: Chitty

Seconded by: Olson

Voting Aye: Chitty, Olson, Sanders

Voting Nay: -

Absent: -

Assistants, Nevada Office

-Criminal
Timothy C. Meals,
Lead Criminal Prosecutor

Shean Fletchall
Tyler J. Grimm
Jonathan L. Holscher
Adam J. Kenworthy
Benjamin Matchan
Tiffany Meredith
Crystal W. Rink
Kristen M. Robinson

STORY COUNTY ATTORNEY
Jessica A. Reynolds

Story County Courthouse
1315 South B Avenue
Nevada, Iowa 50201

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

Assistants, Ames Office
126 S. Kellogg
Suite 203, 50010
(515) 232-4185
FAX (515) 232-6405

-First Assistant
Gary W. Kendall

-Civil
Ethan P. Anderson

-Juvenile, Commitment
Shawna M. Johnson
Lynnette Van Wyngarden

-Simple Misdemeanor
Jane Chang

July 11, 2017

~~APPROVED~~

DENIED

Story County Board of Supervisors
900 6th Street
Nevada, Iowa 50201

RE: Legal advice

Dear Story County Board of Supervisors,

Board Member Initials: JS

Meeting Date: 11/2/18

→ Follow-up action: BoS Asks Supervisor Olson to comply with CA advise to meet w/ employees w/witness. for 2018

There are several issues that have come to my attention recently that I feel need further discussion with you, to ensure that you each are on notice and aware of potential liability and other consequences your conduct potentially creates for the County and potentially for you individually.

The first issue I want to address is that pursuant to Iowa Code Section 670, Story County, Iowa is subject to liability for its torts and those of its officers and employees, acting within the scope of their employment or duties, whether arising out of a governmental or proprietary function. Actions taken by individuals outside the scope of their employment may subject the individual supervisor to individual legal liability. Iowa Code Sections 331.301, 331.302 and 331.303 set forth the legal powers and duties of the Board of Supervisors.

The second issue I want to address came to light in the context of the public Board of Supervisors meeting held on June 27, 2017 in which Supervisor Olson brought forth a complaint about allegations of insubordination by county employee Leanne Harter. As I said in the public

meeting, Leanne Harter is an employee of Story County, Iowa and a direct report to the Story County Board of Supervisors as an entity. She does not answer to any one individual supervisor, and failure to follow an order of only one supervisor does not legally constitute insubordination. The Board of Supervisors makes decisions regarding direct reports as an entity in a public meeting and then those decisions should be communicated to direct reports via the Board chair. It is my opinion that a member of the Board of Supervisors acting outside of this procedure could be found to be acting outside of the scope of their employment or duties, particularly if the direction given by the individual member of the Board of Supervisors is contrary to the collective decision of the Board of Supervisors.

The third issue I want to address also came to light in the context of the public Board of Supervisors meeting held on June 27, 2017. As the Story County Attorney, among the many duties and obligations of the office, I am the attorney for the Board of Supervisors collectively and you individually as members of the Board of Supervisors. My designees and I strive to provide you with accurate and sound legal advice whenever advice is sought from us. We will always provide you with legal advice that in our opinion is in the best interest of the County and Board of Supervisors as an entity and you individually as a member of the Board of Supervisors. In case you are not aware, I want you to know that if you are given legal advice by my designees or me and you choose to disregard the advice and are later found to have violated the law, you may be subject to liability in your individual capacity in addition to subjecting the County to liability in your capacity as a member of the Board of Supervisors. One example of where this can occur is in the area of open meetings/open records law – if you are given legal advice by my designees or me and you choose to disregard or ignore that advice and are later found to have violated the applicable law you may be found individually liable. Also, second or subsequent violations of the open meeting/open records laws may lead to removal from office. It is my opinion that a member of the Board of Supervisors who intentionally disregards or ignores legal advice could be found to be acting outside of the scope of their employment or duties.

The fourth issue I want to address is that I want to remind you of and encourage you to read the County's anti-discrimination and anti-retaliation policy. On June 19, 2017 my office investigated a complaint made by Leanne Harter that Supervisor Olson had subjected her to a

"hostile work environment". This complaint could be characterized as a complaint based on gender and/or age. These are two protected classes under Iowa and Federal law. After investigation, my office found that no discrimination had occurred by Supervisor Olson. Due to the public board meeting that was to occur on June 27, 2017, I made the decision to wait and advise Supervisor Olson of the complaint after June 27, 2017 as I did not want any claim of retaliation to be made by Leanne Harter against Supervisor Olson. Now that the Board of Supervisors meeting is concluded, I am advising this Board of the complaint and the investigative outcome. Story County, Iowa has an anti-harassment and anti-retaliation policy (please see attachment "1") and any retaliation is a violation of State and Federal law. No person or entity is allowed to retaliate against an employee for making a complaint based upon discrimination and/or harassment due to membership in a protected class or engagement in a protected activity. Retaliation may be found to have occurred even though an employee has not filed a formal complaint. Any actions that detrimentally affect the terms, conditions, or privileges of employment will likely be considered adverse employment actions for purposes of a lawsuit alleging retaliation. Retaliatory behavior includes but is not limited to the following behaviors: confronting the employee about the complaint, yelling at the employee, berating/demeaning the employee and ignoring the employee. If retaliation occurs even after a baseless complaint, there is potential substantial liability to the county and potential personal liability to the individual supervisor who engages in the retaliatory conduct. It is my opinion that a member of the Board of Supervisors who intentionally violates Story County's anti-discrimination anti-retaliation policy could be found to be acting outside of the scope of their employment or duties.

The fifth issue that I want to discuss with you involves Iowa open meetings law. I want to remind you that any discussion, deliberation or action needs to take place in a public meeting. There are ministerial and social exceptions to this law. Inquiry has been made of me by more than one of you about what to do when you believe that a supervisor gets close to the line of discussion and as I have shared with you previously, my advice is as follows: (1) stop the conversation immediately, (2) document the incident and (3) send a copy of the documentation to me. It takes a quorum of supervisors (two in our case) to violate open meetings law. One

supervisor speaking by themselves cannot violate open meetings law. It is my opinion that a member of the Board of Supervisors who intentionally disregards or ignores legal advice could be found to be acting outside of the scope of their employment or duties.

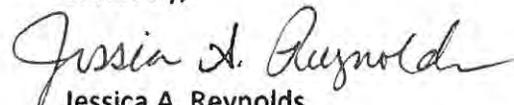
The sixth issue that I want to discuss with you involves the sharing in the community of information learned or statements made in Board of Supervisor's office. Obviously, no confidential information (i.e. personnel information, law enforcement investigative information, etc.) may be disclosed. I would caution you that if you are disclosing comments made by others please be sure that you are accurate in your recitation as inaccurate statements may subject you to suit for slander and/or defamation or other causes of action.

The seventh issue that I want to discuss with you involves a statement made to me by attorney Angie Thomas, who represented Leanne Harter at the June 27, 2017 Board of Supervisors meeting. Ms. Thomas advised me that there may be other county employees who may feel discriminated against by Supervisor Olson. I believe that it is my duty to advise you of the fact that this statement was made to me. As I mentioned earlier, one of my duties and goals is to try to protect you individually, you as the Board of Supervisors collectively and Story County from any potential liability and to provide you with legal advice that works to that end. As such, out of an abundance of caution it is my recommendation that if Supervisor Olson is going to be meeting with county employees individually, that she have a witness present with her. This measure will protect Supervisor Olson, the Board of Supervisors collectively, Story County and the individual employee.

The eighth and final issue that I want to discuss also involves the topic of acting within the scope of your employment or duties. It has been brought to my attention that one of you may have been involved in "investigating" possible animal neglect at two separate personal residences in Story County, which may have involved going on your own to the personal residences in question without permission of the residents to gather information and make observations. I want to caution you that in my opinion behavior such as this would be found to be outside the scope of your employment and duties as a member of the Board of Supervisors and any such conduct should cease immediately. My advice would be to refer your concerns to the proper entity and let them conduct any investigation.

Thank you for your time and attention to these very important matters. I appreciate you all for your diligence and dedication to working to make Story County the best it can possibly be. If you have any questions or concerns, please feel free to contact me to discuss them further.

Sincerely,


Jessica A. Reynolds
Story County Attorney

Workplace Harassment Policy

General Policy Statement

Story County will not tolerate harassment in the workplace and is committed to achieving and maintaining a work environment that is free from illegal discrimination in the form of harassment. This harassment includes verbal or physical conduct by an employee which harasses, disrupts or interferes with another employee's work performance or which creates an intimidating, offensive or hostile work environment. Illegal forms of harassment are based on an individual's sex, race, color, national origin, age, religion, creed, sexual orientation, gender identity, disability, veteran's status or any other legally-protected characteristic.

Scope of Policy

This policy is applicable to the following:

All employees responsible to the Story County Board of Supervisors;

All employees responsible to a county elected office holder including the elected office holder and deputies;

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

General Harassment

Story County is committed to providing a work environment that is free of discrimination. Harassment is a form of unlawful discrimination and is defined as verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of an individual's sex, race, color, national origin, age, religion, creed, sexual orientation, gender identity, disability, veteran's status or any other legally-protected characteristics. This type of behavior is a violation of local, state and federal law, prohibited by Story County employment practices and will be subject to disciplinary action, up to and including termination. Forms of unlawful discrimination include any of the following:

1. Has the purpose or effect of creating an intimidating, hostile or offensive work environment.

2. Has the purpose or effect of unreasonably interfering with an individual's work performance.
3. Adversely affects an individual's employment opportunities.

Examples of discriminatory harassment include, but are not limited to:

1. Abusing the dignity of an employee through insulting or degrading remarks or conduct.
2. Subjecting an employee to threats, insults, unwelcome comments or displays/circulation of derogatory cartoons or pictures.
3. Subjecting an employee to demeaning or degrading activities in order to gain co-worker acceptance (for example – hazing).
4. Disciplining, terminating or retaliating against an employee because of work incompatibility cause by prohibited discrimination or harassment.

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 in any form including social media.

Story County shall make every reasonable effort to identify and prevent all forms of harassment from occurring and take immediate and appropriate corrective action when harassment is brought to the attention of a supervisor.

Any employee that engages in any form of discrimination or harassment prohibited by this policy or who retaliates against an individual who has complained of discrimination or harassment will be subject to disciplinary action up to and including termination. Any supervisor who fails to act upon employee complaints

or on personal knowledge of discrimination or harassment will be subject to disciplinary action up to and including termination.

Sexual Harassment

Acts of sexual harassment by employees, supervisors and agents of the County are prohibited employment practices and are subject to disciplinary action, up to and including termination.

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:

1. Submission to such conduct is made, explicitly or implicitly, a term or condition of an individual's employment.
2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual.
3. 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.

Complaint and Investigation Procedure

If the employee has reason to believe that he/she is the victim of general harassment or sexual harassment, he/she should promptly report the facts of the incident to the employee's immediate supervisor unless the complaint involves the immediate supervisor, then the complaint should be taken to the next level of management. The person receiving a complaint of being 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 harassment will be investigated. The investigation and any action taken will be handled in a confidential manner to the extent possible. Individuals reporting violations of this policy will be protected from repercussions in accordance with whistleblower protection laws. It may be necessary for Story County to use external investigators to investigate a harassment complaint. This determination will be made by the Human Resource Director and the County Attorney.

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.

~~APPROVED~~ DENIED
Board Member Initials: KS
Meeting Date: 7-30-13
Follow-up: _____
