

The Board of Supervisors met on 2/27/18 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 storycountyia.gov).

RECOGNITION OF RETIRED STORY COUNTY CIVIL SERVICE COMMISSION MEMBER JOHN L.

MCKINNEY FOR HIS 44 YEARS OF SERVICE – Captain Barry Thomas, Sheriff’s Office, reported on McKinney’s 44 years of service. John McKinney thanked the current Board for its recognition, the Board’s predecessors for setting up the commission in 1974, and Sheriff Stark originally nominating him to the Commission.

BID OPENING FOR THE BRIDGE REPLACEMENT PROJECT ON 120TH STREET 0.46 MILES EAST OF THE NORTHWEST CORNER, SECTION 13, LINCOLN TOWNSHIP (L-L13--73-85) – Darren Moon, Engineer, opened bids. 1) Cunningham-Reis, LLC, Van Meter, Iowa, bid bond included and signed, and total bid at \$414,095.02. 2) Herberger Construction Co., Inc., Des Moines, Iowa, bid bond included and signed, and total bid at \$316,164.90. Moon recommended he return on 3/13/18 for consideration of the bid award.

BID OPENING FOR THE CULVERT REPLACEMENT PROJECTS ON 280TH STREET OVER CLEAR CREEK, SECTION 2, COLLINS TOWNSHIP (L-C2B--73-85) AND ON 690TH AVENUE 0.094 MILES SOUTH OF THE WEST QUARTER CORNER, SECTION 5, LINCOLN TOWNSHIP (L-LIN5-- 73-85) – Tyler Sparks, Assistant County Engineer, opened bids. 1) Midwest Contracting, L-C2B—73-85; bid bond included and signed, bid at \$163,579.00 and bids for L-LIN5—73-85; bid bond included and signed, bid at \$94,592.40, totaling \$258,171.40. 2) Peterson Contracting Inc., L-C2B—73-85; bid bond included and signed, bid at \$135,481.30 and bids for L-LIN5—73-85; bid bond included and signed, bid at \$82,909.80, totaling \$218,391.10 and apparent low bidder. 3) Progressive Structures Inc., L-C2B—73-85; bid bond included and signed, bid at \$174,011.50 and bids for L-LIN5—73-85; bid bond included and signed, bid at \$106,098.50, totaling \$280,110.00. 4) Reilly Construction, L-C2B—73-85; bid bond included and signed, bid at \$164,779.00 and bids for L-LIN5—73-85; bid bond included and signed, bid at \$94,834.00, totaling \$259,683.00. 5) Rognes Bros. Excavating, L-C2B—73-85; bid bond included and signed, bid at \$198,296.80 and bids for L-LIN5—73-85; bid bond included and signed, bid at \$116,266.40, totaling \$314,563.20. 6) Weidemann Inc., L-C2B—73-85; bid bond included and signed, bid at \$171,182.50 and bids for L-LIN5—73-85; bid bond included and signed, bid at \$94,408.24, totaling \$265,590.74. Moon recommended he return on 3/13/18 for consideration of the bid award.

BID OPENING FOR THE HMA RESURFACING PROJECT ON 190TH STREET FROM 520TH AVENUE WEST 0.89 MILES TO 510TH AVENUE THEN NORTH ON 510TH AVENUE 0.27 MILES, SECTION 17, FRANKLIN TOWNSHIP (L-F20A--73-85) – Darren Moon, Engineer, opened bids. 1) Inroad, LLC, Des Moines, Iowa, bid bond included and signed, and total bid at \$240,007.90. 2) Manatt’s, Inc., Ames, Iowa, bid bond included and signed, and total bid at \$216,680.58 and apparent low bidder. Moon recommended he return on 3/13/18 for consideration of the bid award.

JUVENILE COURT SERVICES AGENCY REPORT – Jerome Rewerts reported on new staff, court officer training, budget items and upcoming allocations.

MARY GREELEY MEDICAL CENTER (MGMC) HOME HEALTH SERVICE – Lesla White, Director, reported on service area, mission statement, multiple service areas, community programs, outreach efforts, and challenges.

MINUTES: 2/13/18 Minutes, 2/13/18 Canvass Minutes, and 2/20/18 Minutes – Olson moved, Chitty seconded approval of the Minutes as presented. Motion carried unanimously (MCU) on a roll call vote.

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

1. Amendment Agreement between Shive-Hattery and Story County Conservation Board for Additional Design Phase Services and Construction Staking for Praeri Rail Trail Extension for \$7,200.00
2. Application to Utilize the Story County Emergency Management Iowa Alert Mass Notification System
3. 2018 Rock Hauling Contract with Martin Marietta Aggregates for \$364,866.75
4. Renewal of Class A Liquor License (LA)(Private Club) for Ames Lodge 520, Loyal Order of Moose, 644 W. 190th Street, Ames, Iowa, including Outdoor Service, and Sunday Sales, effective 5/1/18-4/30/19
5. Maintenance and Support Agreement between MorphoTrak and Story County, effective 7/1/18-6/30/19, for \$6,157.00
6. Utility Permit: #18-62

Roll call vote. (MCU)

SECOND CONSIDERATION OF ORDINANCE NO. 269, AMENDING THE STORY COUNTY, IOWA CODE OF ORDINANCES CHAPTER 85 GENERAL PROVISIONS AND DEFINITIONS AND CHAPTER 90 CONDITIONAL USES – Emily Zandt, County Planner, stated no additional comments were received. Staff was directed to work through the amendment process and limit the number of days per calendar year a guest may stay in a commercial cabin. The amendment is to come after the completion of codification. Olson asked about the Ames Urban Fringe Plan (AUFPP) regarding this project and the conditional use permit. Moore stated the applicant has submitted to Ames for an amendment to the AUFPP. Discussion took place. Sanders opened the public hearing at 10:50 a.m. Brad Perkins, applicant, reported on issues with the process. Discussion took place. Hearing no further comments, Sanders closed the public hearing at 11:02 a.m. Sanders detailed the alternatives. Chitty moved, Olson seconded the approval of Second Consideration of Ordinance No. 269, amending the Story County, Iowa Code of Ordinances Chapter 85 General Provisions and Definitions and Chapter 90 Conditional Uses as presented and directed staff to work through the amendment process following adoption of the Ordinance No. 269 to limit the number of days per calendar year a guest may stay in a commercial cabin and to Waive Third and Final Consideration. Roll call vote. (MCU)

PROPOSED PLANS, SPECIFICATIONS, AND FORM OF CONTRACT FOR PHASE II, TEDESCO ENVIRONMENTAL LEARNING CORRIDOR (TELC) DEVELOPMENT, AUTHORIZATION TO RELEASE INVITATION FOR BIDS, AND SET BID OPENING DATE OF 3/20/18 – Mike Cox, Conservation Director, reported on Phase II; he provided details. Joby Brodgen, Facilities Management Director, commented on costs. Ryan Wiemold, Park Superintendent, provided additional detail. Sanders opened the public hearing at 11:38 a.m., and, hearing none, he closed the public hearing at 11:38 a.m. Olson moved, Chitty seconded to Release the Bid Packet for Phase II to Solicit Bids. Chitty amended the motion to Set Bid Opening Date of 3/18/18 and Olson seconded the amendment. Roll call vote. (MCU)

CONTRACT WITH COTT SYSTEMS, INC. TO SCAN AND HOST LAND RECORDS FOR \$61,625.00

(UNBUDGETED) – Lucy Martin, Auditor, reported on background information. She stated the Attorney’s Office had

reviewed the contract and requested changes. Chitty moved, Olson seconded the approval of Contract with Cott Systems, Inc. to Scan and Host Land Records for \$61,625.00 as presented. Roll call vote. (MCU)

REPLACEMENT HEAT PUMP AT THE JUSTICE CENTER BY MECHANICAL COMFORT FOR \$23,660.00 (UN-BUDGETED) – Joby Brogden, Facilities Management Director, reported on the current heat pump, its age, and deficiencies. The new heat pump will provide redundancy for the building. Chitty moved, Olson seconded the approval of the Replacement Heat Pump at the Justice Center by Mechanical Comfort for a total cost for 23,660.00 as presented. Roll call vote. (MCU)

THE PURCHASE OF A POWERGRIP BUCKET FROM ZIEGLER CAT FOR \$14,950.00 (UN-BUDGETED) – Darren Moon, Engineer, reported on moving this purchase to the current fiscal year after budget work session discussion. Chitty moved, Olson seconded the approval of the Purchase of a Powergrip Bucket from Ziegler Cat for \$14,950.00. Roll call vote. (MCU)

THE PURCHASE AND INSTALLATION OF EMERGENCY COMMUNICATIONS CENTER FURNITURE WITH OPTION #2 FOR \$62,863.00, WITH POTENTIAL OF ADDITIONAL ELECTRICAL AND RE-INSTALLATION COST (UN-BUDGETED) – Sanders provided an overview. Captain Barry Thomas, Sheriff's Office, provided additional detail. Olson moved, Chitty seconded the approval of the Purchase and Installation of Emergency Communication Center Furniture with Eaton/Wrightline, Option #2, with additional electrical cost of approximately \$9,360.00 and Re-Installation Cost at approximately \$5,000.00 for a total cost up to \$88,636.00. Roll call vote. (MCU)

DIRECTOR OF EXTERNAL OPERATIONS AND COUNTY SERVICES JOB DESCRIPTION – Alissa Wignall, Human Resources (HR) Director, reported on minimal changes. Wignall reviewed the changes. Discussion took place regarding both the Director of External Operations and County Services and the County Outreach and Special Projects Manager. Leanne Harter, County Outreach and Special Projects Manager, made comments on the reporting structure. Chitty moved, Olson seconded the approval of the Director of External Operations and County Services Job Description as provided. Chitty amended the motion to be effective 7/1/18, Olson seconded. Roll call vote. (MCU)

COUNTY OUTREACH AND SPECIAL PROJECTS MANAGER JOB DESCRIPTION – Alissa Wignall, HR Director, reviewed changes, and noted no changes in the grading for either this position or the Director of External Operations and County Services. Olson moved, Chitty seconded the approval of the County Outreach and Special Projects Manager Job Description as presented, effective 7/1/18. Roll call vote. (MCU)

STRATEGIC PLANNING PROCESS – Leanne Harter, County Outreach and Special Projects Manager, reported on annual review of the process, and provided two options for the Board to consider. Discussion took place. Olson moved, Chitty seconded to direct staff to draft a Request for Proposals (RFP) for the Board. Harter requested the Board ask for solicitation of bids in lieu of an RFP. Olson amended the motion to be for solicitation of bids. Chitty seconded. Chitty asked about the timeline; Harter stated about a month. Sanders clarified the motion. Roll call vote. (MCU)

INSURANCE UPDATE – Alissa Wignall, HR Director, reported on higher increases than expected for insurance renewal. She discussed future options. Sanders clarified the percentages covered by the County will stay the same. Wignall will return with finalized numbers when received, most likely the Board meeting on 3/20/18.

PUBLIC FORUM #2: Linda Murken, Franklin Township, asked the Board about SF2081, proposed legislation that, beginning in FY19, would lower commercial and industrial property tax replacement dollars from the State. Sanders provided a detailed response.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: The Board members each reported on several meetings.

Chitty moved, Olson seconded to adjourn at 12:52 p.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Agenda
2/27/18

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. Recognition Of Retired Story County Civil Service Commission Member John L. McKinney For His 44 Years Of Service

Department Submitting Sheriff

5. ADDITIONAL ITEMS:

- I. Bid Opening For The Bridge Replacement Project On 120th Street 0.46 Miles East Of The Northwest Corner, Section 13, Lincoln Township (L-L13--73-85)

Department Submitting Engineer

- II. Bid Opening For The Culvert Replacement Projects On 280th Street Over Clear Creek, Section 2, Collins Township (L-C2B--73-85) And On 690th Avenue 0.094 Miles South Of The West Quarter Corner, Section 5, Lincoln Township (L-LIN5-- 73-85)

Department Submitting Engineer

- III. Bid Opening For The HMA Resurfacing Project On 190th Street From 520th Avenue West 0.89 Miles To 510th Avenue Then North On 510th Avenue 0.27 Miles, Section 17, Franklin Township (L-F20A--73-85)

Department Submitting Engineer

6. AGENCY REPORTS:

- I. Juvenile Court Services Agency Report - Jerome Rewerts

Department Submitting Auditor

Documents:

BOS FEB 18 REPORT.PDF
JCS.PDF

- II. MGMC Home Health Service - Lesla White, Director

Department Submitting Auditor

Documents:

7. CONSIDERATION OF MINUTES:

- I. 2/13/18 Minutes, 2/13/18 Canvass Minutes, And 2/20/18 Minutes

Department Submitting Auditor

8. CONSIDERATION OF PERSONNEL ACTIONS:

9. 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 Amendment Agreement Between Shive-Hattery And Story County Conservation Board For Additional Design Phase Services And Construction Staking For Praeri Rail Trail Extension For \$7,200

Department Submitting Conservation

Documents:

AMEDNMENT TO AGREEMENT WTIH SHIVE HATTERY FOR PRT.PDF
URGE MEMO AMENDMENT TO AGREEMENT WTIH SHIVE HATTERY FOR
PRT EXTENSION BOS.PDF

- II. Consideration Of The Application To Utilize The Story County Emergency Management Iowa Alert Mass Notification System

Department Submitting Engineer

Documents:

EMERGENCY MANAGEMENT SYSTEM.PDF

- III. Consideration Of 2018 Rock Hauling Contract With Martin Marietta Aggregates For \$364,866.75

Department Submitting Engineer

Documents:

MARTIN MARIETTA 2018.PDF

- IV. Consideration Of Renewal Of Class A Liquor License (LA)(Private Club) For Ames Lodge 520, Loyal Order Of Moose, 644 W. 190th St., Ames, IA. Including Outdoor Service, And Sunday Sales Effective 5/1/18 - 4/30/19

Department Submitting Auditor

Documents:

LOYAL ORDER OF MOOSE.PDF

V. Consideration Of Maintenance And Support Agreement Between MorphoTrak And Story County Effective 7/1/18-6/30/19 For \$6,157.00

Department Submitting Sheriff

Documents:

MORPHOTRAK CONTRACT.PDF

VI. Consideration Of Utility Permit(S): #18-62

Department Submitting Engineer

Documents:

UT 18 062.PDF

10. PUBLIC HEARING ITEMS:

- I. Second Consideration Of Ordinance No. 269, Amending The Story County, Iowa Code Of Ordinances Chapter 85 General Provisions And Definitions And Chapter 90 Conditional Uses - Emily Zandt

Department Submitting Planning and Development

Documents:

TEXT AMENDMENT BOS MEMO 022718.PDF
ORDINANCE NO 269.PDF
APPLICATION.PDF

- II. Consideration Of Proposed Plans, Specifications, And Form Of Contract For Phase II, Tedesco Environmental Learning Corridor Development, Authorization To Release Invitation For Bids, And Set Bid Opening Date Of 3/20/18 - Mike Cox
TRANSMITTAL - 00050.PDF
2018-02-19 100% BP#2 COST OPINION.PDF
2018-02-19PTELC_BP2_TRAILPAVING&PARKAMENITIES_PROJMAN.PDF
2018-02-19 100% BP#2 PLANS.PDF

Department Submitting Conservation

11. ADDITIONAL ITEMS:

- I. Consideration Of Contract With Cott Systems, Inc. To Scan And Host Land Records For \$61,625 (Unbudgeted) - Lucy Martin

Department Submitting Auditor

Documents:

COTT.PDF

- II. Discussion And Consideration Of Replacement Heat Pump At The Justice Center By Mechanical Comfort For \$23,660.00 (Un-Budgeted) - Joby Brogden And Jon Eickholt

Department Submitting Facilities Management

Documents:

JCHEATPUMPREPLACEMENT.PDF
MCQUOTE.PDF

- III. Discussion And Consideration Of The Purchase Of A Powergrip Bucket From Ziegler Cat For \$14,950.00 (Un-Budgeted) - Darren Moon

Department Submitting Engineer

Documents:

ZIEGLER POWERGRIP BUCKET.PDF

- IV. Discussion And Consideration Of The Purchase And Installation Of Emergency Communications Center Furniture With Option #2 For \$62,863.00; With Potential Of Additional Electrical And Re-Installation Cost (Un-Budgeted)-Nicolas Briseño, Joby Brogden

Department Submitting Sheriff

Documents:

COMMUNICATIONS CONSOLES.PDF
NELSON ELECTRIC QUOTE.PDF
RACOM COST PROPOSAL FOR STORY CO RFP.PDF

- V. Discussion And Consideration Of Director Of External Operations And County Services Job Description - Alissa Wignall

Department Submitting Board of Supervisors

Documents:

DIRECTOR OF EXTERNAL OPERATIONS AND COUNTY
SERVICESDRAFT.PDF

- VI. Discussion And Consideration Of County Outreach And Special Projects Manager Job Description - Alissa Wignall

Department Submitting Board of Supervisors

Documents:

COUNTY OUTREACH AND SPECIAL PROJECTS MANAGERDRAFT.PDF

VII. Discussion And Consideration Of Strategic Planning Process - Leanne Harter

Department Submitting Board of Supervisors

Documents:

MEMO TO BOS ON STRATEGIC PLAN.PDF

12. DEPARTMENTAL REPORTS:

13. OTHER REPORTS:

- I. Insurance Update - Alissa Wignall
Other - this is to give an update on the process.

Department Submitting Board of Supervisors

14. 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.

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

16. 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.

**Second Judicial District
Juvenile Court Services**

Ames Sub-District Office

126 S. Kellogg Ave., Suite 202

Ames, Iowa 50010

(515) 233-3346

Fax (515) 233-3364

Chief Juvenile Court Officer
Shirley Faircloth
Juvenile Court Officer IV
Jerome Rewerts

Counties

Story
Marshall
Boone

STORY COUNTY BOARD OF SUPERVISORS

February 2018

During this reporting period, the County Attorney filled the vacancy of Shawna Johnson’s juvenile docket position with Lucas Richardson. The transition and adjustment has been flawless. Juvenile Court Services is pleased to work with both Lucas and Lynnette Van Wyngarden, with their assignments to juvenile court.

Two Juvenile Court Officers (JCO’s) from Story County are certified to train others in Effective Practices In Community Supervision (EPICS). These two officers conducted a three day training in Waterloo for JCO’s, Juvenile Court School Liaison’s (JCSL’s) and trackers, from both the Waterloo and Cedar Rapids area. This is a great resource for JCS and for Story County, their expertise with EPICS is beneficial throughout the State.

Juvenile Court Services continues to partner with the County Attorney on truancy. This initiative is attempting to tackle the barriers that prevent children attending school regularly. These efforts continue at of rate on three or four meetings per quarter.

COUNTY BUDGET:

FY 17

All line items were within the budget levels. The below line items were underspent:

Juvenile Court

Personal Items – Utilized 0% of funding	Balance \$ 50.00
Protective Living – Utilized 56% of funding	Balance \$ 44,204.96

FY 18

Line Item	Allocated Amount/Balance	
Personal Items (01000 03300 32461) \$50	Balance \$50.00	Used: 0%

This line item is utilized for special needs for indigent clients such as emergency medicine, clothes, bus tickets, etc. Juvenile Court uses this as a last resort of funding and will seek utilization of individual services from Story County Decategorization.

Protective Living (01000 03310 311 61) \$100,000 Balance \$65,219.85 Used: 35%

This fund is used to pay for court ordered detention and the county's share of court ordered shelter care in shelters besides Rosedale. This line item also covers medical expenses while youth are placed in detention and partially funds evaluations. This line item continues to be hard to predict. JCS continues to seek alternatives to detention.

Last fiscal year: FY 17, Story County Juvenile Court Services placed 13 children in Shelter care outside of Rosedale. The 13 children were placed for 248 days, for a 19 day average.

In FY 18 (7/1/17 to 1/31/18); JCS has placed to 2 kids in shelter for 40 days, a 20 day average.

Last fiscal year: FY 17, JCS placed 19 kids in detention for 403 days, a 21 day average.

In FY 18 (7/1/17 to 1/31/18); JCS has placed 14 kids in detention for 205 days, a 14.6 day average.

YOUTH AND SHELTER SERVICES (YSS):FY 18 Allocations

Sheltered Workshop—YSS Rosedale Shelter (01000 03300 360 61) \$ 80,000

Balance \$ 26,666.36 Used: 67%

This is the amount to pay for the county's share of state mandated share of the cost of court ordered shelter care. This amount is a guarantee to YSS to provide the 24/7 Child Welfare Emergency Service to Story County male/female youth, ages 10 through 17. Child Welfare Emergency Services (CWES) are also provided by Rosedale Shelter and gives law enforcement the opportunity to utilize this service in lieu of charges or court ordered placement depending on the situation. This service can also be beneficial in diverting youth from entering the DHS/JCS system.

Agency Services (01000 03300 366 61) \$ 90,500 Balance \$32,295.86 Used: 64%

A sub-portion of the contract (83,000) will provide for voluntary services so that clients referred by parents, schools, law enforcement agencies or juveniles themselves can receive outpatient or in-home counseling without having to be formally involved with the court. These funds are used to make up the difference between the cost of the services that the clients receive and money received from the parents based on a sliding fee scale. Additional services are crisis intervention services in which the presenting problem was resolved in one or two sessions, or crisis mediation.

Public Education Services (01000 03300 373 61) \$62,000 Balance \$24,000 USED: 61%

Services are provided in Story County schools and community meetings to address substance abuse prevention. This line item also continues to provide seed money for after school programs for elementary and middle school children.

Outreach/Nevada Youth Services Bureau (0100003300 387 61) \$41,500

Balance \$18,070.86 Used: 56%

The services provided include a portion (23,500) of the coordinator’s salary and benefits to youth development, crisis intervention, and community collaboration. This funding may also be utilized as match for grants to support the work of YSS of Eastern Story County. The coordinator’s position will also provide support for a Community Advisory Board and promotion of collaboration with other local service providers.

Revenue: Youth and Shelter Services /IDPH Grant (01000 00053 2710-61) – This is a pass through grant of; **\$10,000 Balance \$4,675.58 Used; 53%**

State Budget FY 18:

The Iowa Judicial Branch continues with the same budget short falls and difficulties that have been shared in previous reports. Please review the attached 1/25/2018, letter from Judicial Branch Court Administration and an email from 2/16/18.

Due to the current State of Iowa Judicial Branch hiring freeze, Story County Juvenile Court Services is currently down one Juvenile Court Officer. Beginning April 1, 2018, our JCS Specialists will be shared with the Mason City Sub-District (10 counties), due to a retirement. She will be assigned three days each week in Story County and two days a week in the Mason City sub-district. An adjustment by JCS is anticipated.

Story County Decategorization:

The agenda and minutes from the meetings can be located at storycountycppc.com listed under the Happenings tab, DCAT Agendas FY18, DCAT Minutes FY18.

The Decat Governance Board contains five voting members; Spence Evans (Ames Community Schools, Chair), Jerome Rewerts (JCS), Marty Chitty (BOS, Elected Official), Darin Thompson (DHS), and Erin Rewerts (Story County Community Services, Co-Chair).

Story County Current Placement Cases: (As of: 2/20/18)

State Training School	2
Detention:	1
Shelter (Rosedale)	2
Residential Treatment	5
Enhanced Supervision (GPS)	2

Attachments:

Judicial Branch State Court Administrator; letter dated 1/25/2018, & email dated 2/16/2018.

YSS 2nd Quarter (Oct. Nov. Dec. 2017) Report

Juvenile Delinquency Complaints (January 1, 2017 – December 31, 2017)



STATE COURT ADMINISTRATION

Iowa Judicial Branch Building
1111 East Court Avenue
Des Moines, IA 50319

TODD NUCCIO
State Court Administrator

January 25, 2018

A proposed de-appropriation under SSB 3089 calls for a \$4,835,445 reduction to the Iowa Judicial Branch budget in FY 18. The total amount of the cut recommended for all of Justice System Appropriations is \$7.7 MM. At \$4.8 MM, the Judicial Branch is absorbing 63% of that total. The overall de-appropriation amount being recommended is \$50 MM. As such, the Judicial Branch is being asked to absorb a little more than 9% of the reduction for all of state government. Put in another context, the Judicial Branch only receives 2.5% of the overall state general fund. That means the Judicial Branch portion of the reduction is over 350% larger than the proportion of the funding we receive.

It should also not be forgotten that this would be the second de-appropriation in as many years. The FY 17 de-appropriation for the Judicial Branch was \$3 MM. All totaled, the de-appropriation for this biennium budget would now rise to \$7.8 MM.

Since 96% of the Judicial Branch budget is comprised of personnel costs, options are limited for making cuts. Should the \$4.8 MM cut come to reality, we are left with no other choice than to close courthouses and eliminate personnel branch-wide. As such, we are projecting the closure of over 30 county courthouses proportionately distributed across our eight judicial districts. The courthouses selected for closure within each judicial district will be determined by caseload volume in each county. The workload of the closed courthouses will then be shifted to other county courthouses in that judicial district. The exact re-distribution will be determined in consultation with court and county officials at the local level. The period of closure will be indefinite.

As always, we will continue to work closely with House and Senate members to place the Judicial Branch in the most favorable position possible. This is just another step in the process. Much can and will likely change between today and when the Legislature arrives at a final number. I will share information as soon as more is known.

Providing equal access to justice for all Iowans is a fundamental principle of the Judicial Branch. We will endeavor to fulfill our commitment to this principle subject to the resource limitations placed upon us.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Nuccio".

Todd Nuccio
State Court Administrator



Current Status - FY 18 Budget Judicial Branch Budget

Todd Nuccio to: All Court Personnel

02/16/2018 02:20 PM

As you are aware, the Governor recommended a \$1.6 MM de-appropriation for the Judicial Branch, which was followed by a proposed Senate committee de-appropriation of \$4.8 MM. A House bill then proposed a de-appropriation of \$2 MM for the Judicial Branch. Last week, the Senate passed an amended de-appropriation bill with a \$1.6 MM reduction for the Judicial Branch; and, this week, the House filed an amendment with a \$1.6 MM reduction. So, now the Governor, Senate and House are all at a \$1.6 MM reduction for the FY 18 Judicial Branch budget. However, the deal is still not done. There are still negotiations taking place on other issues. Until those matters are settled, we are in a wait and see mode. If the \$1.6 MM sticks, we will not need to do any layoffs or eliminate court services at the local level. We have been holding positions open throughout the year and have accumulated enough lapsed salary to cover this amount.

Thank you for your advocacy on behalf of the Judicial Branch. Your voices have been heard. Once a final decision has been made, I will be in contact.

Have a great weekend.

Todd Nuccio
State Court Administrator
Iowa Judicial Branch
1111 East Court Avenue
Des Moines, Iowa, 50319

Office: 515-281-5241
www.iowacourts.gov

**QUARTERLY REPORT
STORY COUNTY BOARD OF SUPERVISORS AND JUVENILE COURT SERVICES
SUBMITTED BY YSS**

Second Quarter (October, November, December) Fiscal Year 2017-2018

Type of Service provided for STORY COUNTY RESIDENTS (unduplicated)	FY 2016-2017		FY 2017-2018			
	PAST YEAR TOTALS		NEW QUARTER		YEAR TO DATE	
	CLIENTS	UNITS	CLIENTS	UNITS	CLIENTS	UNITS
<i>Residential Services</i>						
ROSEDALE SHELTER						
Clients Served (Unit=1 day)	86	784	13	50	31	98
Clients Diverted from Shelter Placement	76	N/A	24	N/A	48	N/A
YOUTH RECOVERY HOUSE/SEVEN-12 HOUSE						
Clients Served (Unit=1 day)	4	279	0	182	2	315
TRANSITIONAL LIVING PROGRAM						
Clients Served (Unit=1 day)	14	2833	2	630	13	3637
LIGHTHOUSE PROGRAM						
Clients Served (Unit=1 day)	11	2665	1	132	9	712
<i>Outclient Services</i>						
IOWA AFTERCARE SERVICES NETWORK						
Participants Served	63	N/A	10	N/A	53	N/A
OUTPATIENT MENTAL HEALTH AND SUBSTANCE ABUSE						
Integrated Health Services participants	338	N/A	33	N/A	286	N/A
Assessment (Unit=Session)	395	443	119	143	228	255
Individual Therapy (Unit=Session)	514	3672	72	944	273	1719
Family Therapy (Unit=Session)	185	752	27	166	99	350
Supervised Visitation/Unit=30 minutes	6	50	0	18	1	18
Individual, Family, Group Skill (Unit=Session)	135	1421	7	1118	43	1393
Crisis Intervention (Unit = 2 hours) (Informal)	N/A	535	N/A	98	N/A	250
Individual/Family Therapy (Unit =15 min) (Informal)	91	1277	3	300	28	710
OWI Assessment (Unit=Session)	8	8	1	1	3	3
Intensive Outpatient Program (Unit=1 day)	0	0	0	0	0	0
PSYCHIATRY SERVICES						
Care Coordination (Unit=Session)	331	761	20	107	88	193
Assessment/Psychotherapy/Medication Mgmt (Unit=Session)	482	1147	38	332	235	631

**QUARTERLY REPORT
STORY COUNTY BOARD OF SUPERVISORS AND JUVENILE COURT SERVICES
SUBMITTED BY YSS**

Second Quarter (October, November, December) Fiscal Year 2017-2018

Type of Service provided for STORY COUNTY RESIDENTS (unduplicated) <i>Outclient Services</i>	FY 2016-2017		FY 2017-2018			
	PAST YEAR TOTALS		NEW QUARTER		YEAR TO DATE	
	CLIENTS	UNITS	CLIENTS	UNITS	CLIENTS	UNITS
VOLUNTEER SERVICES (agency wide except mentoring)						
Number of Volunteers (Unit=1 hour)	1405	22,597				
MENTORING PROGRAM (Story County only)						
Number of one-to-one matches (Unit=1 hour)	165	1325			51	
YOUTH EMPLOYMENT PROGRAM						
Number of youth (Unit=1 staff hour)	2258	499			75	315
CHILD SAFETY						
Participants served (Unit=1 staff hour)	291	148			0	83
FaDDS (PATHWAYS) PROGRAM						
Number of Adults and Children (Unit=1 client hour)	46	**			14	
HEALTHY FUTURES						
Number of Adults and Children (Unit=1 client hour)	111	**			59	
STORK'S NEST						
Participants Served (Unit=1 client contact)	202	**			52	
KIDS CLUB PROGRAM (all sites)						
Participants Served (Unit=3 hours)	277	**			182	13828
TEEN CLUB PROGRAM (all sites)						
Participants Served (Unit=3 hours)	39	**			38	287
ADOLESCENT PREGNANCY PREVENTION						
Participants Served (Unit = 1 hour)	**	**			4075	
SUBSTANCE ABUSE PREVENTION						
Participants Served (Unit = 1 hour)	**	**			535	
SUMMER ENRICHMENT						
Participants Served (Unit = 1 hour)	**	**			205	1732

** did not have this data at the time of completing this report

**PREVENTION/EDUCATION SERVICES
FOR STORY COUNTY****

Second Quarter (October, November, December) Fiscal Year 2017-2018

	FY 2016-2017		FY 2017-2018	
	PAST YEAR TOTALS		CURRENT YEAR TOTALS	
	CLIENTS	UNITS	CLIENTS	UNITS
Adults	4955	2013	4436	
Professionals	1388	543		
Community	2556	298		
Preschool	969	416	23	
K-6 th Grade	11034	619	412	
Junior High School	9337	970	340	
Senior High School	1672	264	75	
Total Outreach and Prevention/Education	31,911**	5,126	5286	

**Duplicate clients but unduplicated services

Story County Allegations, January 1, 2017 - December 31, 2017

		Totals
ALCOHOL	18	18
ASSAULT	70	70
BURGLARY	10	10
DRUG POSSESSION	43	43
DRUG TRAFFICKING	1	1
MURDER/MANSL.	1	1
OTHER COURT	2	2
OTHER PROPERTY	3	3
OTHER PUB ORD	23	23
OWI	2	2
SEX	7	7
THEFT	64	64
TRAFFIC	2	2
VANDALISM	33	33
	279	279

	Caucasian	Hispanic	African Ame	Other	Native Am
F	48	2	39	2	
M	132	4	47	1	3
Sum:	180	6	86	3	3

	Caucasian	Hispanic	African Ame	Other	Native Am
11 and 12	12		4	1	
12-13	23		23		
14-15	50		32		
16-17	93	6	27	2	3
Other	2				
Sum:	180	6	86	3	3



Mary Greeley
MEDICAL CENTER

MARY GREELEY
HOME HEALTH,
HOSPICE AND STORY
COUNTY PUBLIC
HEALTH

February 27, 2018

Presented By Les White, MPA, BSN, RN
Director

Mary Greeley Home Health, Hospice, & Story County Public Health

- Service Area
- Mission:
 - To Advance Health through Specialized Care and Personal Touch.
- Vision:
 - To Be The Best.



Mary Greeley
MEDICAL CENTER
Home Health
Public Health
Hospice

Home Health Services

- Skilled Nursing Care in the Home
- Therapy Services in the Home
- Homemaker Services
 - Environmental
 - Personal Care
- 24 Hour Response System



Mary Greeley
MEDICAL CENTER
Home Health
Public Health
Hospice

Story County Public Health Services

- Clinics
 - Senior Health Clinics
 - Immunization Clinics
 - Disease Investigation/Surveillance
 - Community Education
- Emergency Management



Mary Greeley
MEDICAL CENTER
Home Health
Public Health
Hospice

Hospice Services

- Skilled Nursing Hospice Care in the Home
- Israel Family Hospice House
- Bereavement Program
 - Caregiver/Family
 - Support Groups
 - Community Programs



Mary Greeley

MEDICAL CENTER

Home Health
Public Health
Hospice

New Opportunities

- Home Health Visit to post-op colon, hip, knee and back patients.
- Purpose is to provide further education regarding hand hygiene, clean technique for wound care and dressing changes, medication review, and a general safety environmental assessment.
- Have seen a decrease in surgical site infections.
- Home Health/Hospice Services Coordinator



Mary Greeley
MEDICAL CENTER
Home Health
Public Health
Hospice

Challenges

- Reimbursement
- Public Health Funding
- Staffing



We are proud of our services and look forward to serving Story County in the upcoming year.

QUESTIONS?

AMENDMENT TO AGREEMENT

ATTN: Michael Cox, Director – Story County Conservation
CLIENT: Story County, IA Conservation Board
900 6th Street
Nevada, Iowa 50201

PROJECT: Story County Conservation - Zearing Trail

PROJECT LOCATION: Zearing, IA

ORIGINAL AGREEMENT DATE: April 5, 2012

AMENDMENT DATE: January 29, 2018

Story County, IA Conservation Board and Shive-Hattery, Inc. (S-H) agree to amend the Original Agreement as follows:

PROJECT DESCRIPTION

The Project Description is revised as follows:

ADD

The project schedule has extended due to land and easement acquisition. Tree clearing for the project will need to be separated from the construction contract in order to clear trees prior to April 1st to prevent disturbance to endangered bats. S-H will provide services associated with the extended schedule and survey staking for the tree clearing limits.

SCOPE OF SERVICES

Tasks for the Scope of Services are revised as follows:

ADD –

1. Design Phase Services
 - a. Coordinate details with abandoned railroad property acquisition.
 - b. Provide project coordination and correspondence with Iowa DOT, CIRTPA, and SCC associated with extended project schedule.
 - c. Modify construction documents to clarify contractor's tree clearing scope of work.
 - d. Coordination for tree felling operations with SCC staff.
2. Construction Staking for County's Tree Felling Operations
 - a. Centerline Stakes
 - 1) Provide staking to mark centerline of trail with lath at PI's, PC's, PT's and at a minimum of 100 foot intervals, as defined in the plans.
 - 2) Stakes will be provided one time only.
 - b. Clearing and Grubbing Limits
 - 1) Provide staking to mark clearing and grubbing limits with lath at PI's, PC's, PT's and at a minimum of 100 foot intervals, as defined in the plans.
 - 2) Stakes will be provided one time only.



CLIENT RESPONSIBILITIES

Client Responsibilities are revised as follows:

1. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
2. Coordinate and provide a location for the public open house or any meetings with adjacent property owners.
3. Participation at design review meetings and review of design phase submittals. Provide authorization to proceed with each subsequent design phase submittal and bid letting.
4. Provide necessary right-of-way and/or easements as required for construction of project.
5. Provide necessary environmental clearances and/or environmental mitigation that may be required for the project.
6. Review and provide comments on the preliminary and final design plans and specifications.
7. Provide Legal and hold easement acquisition responsibilities.
8. Provide funding for the project.

SCHEDULE

The Schedule is revised as follows:

ADD - We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed. We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services. We anticipate construction to occur within the 2018 season and last approximately 7 weeks.

COMPENSATION

The Compensation is revised as follows:

ADD

Description	Fee	Fee Type	Estimated Reimbursable Expenses
I. Design Phase Services	\$3,800.00	Not To Exceed	Included in Fee
II. Construction Staking for County's Tree Felling Operations	\$3,400.00	Not To Exceed	Included in Fee
TOTAL	\$7,200.00		

Fee Types:

1. Not To Exceed - We will provide the Scope of Services on an hourly rate plus reimbursable expense basis at our Standard Hourly Fee Schedule in effect at the time that the services are performed. We will not exceed the amount shown without your prior authorization.

Expenses:

1. Included – Expenses have been included in the Fee amount.

The terms of this proposal are valid for 30 days from the date of this proposal.

ADDITIONAL SERVICES

The Additional Services are revised as follows:

NO CHANGE

AGREEMENT

When accepted by both parties, this Amendment will amend the Original Agreement and is subject to all other terms and conditions of the Original Agreement. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Amendment. The Client representative signing this Amendment warrants that he or she is authorized to enter into this Amendment on behalf of the Client.

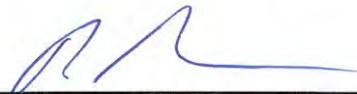
Sincerely,
SHIVE-HATTERY, INC.



Luke Monat, P.E., Project Manager
lmonat@shive-hattery.com

AMENDMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: Story County Board of Supervisors

BY:  TITLE: Board of Supervisors Chair
(signature)

PRINTED NAME: Rick Sanders DATE ACCEPTED: 2/27/18

Application To Utilize The
Story County Emergency Management Iowa Alert Mass Notification System

On behalf of Story County, I am requesting access to the Story County Emergency Management Iowa Alerts system. It is acknowledged that use of the system is restricted by Code of Iowa section 29C.17A and Iowa Administrative Code section 605, Chapter 15 to dissemination of information associated with actual or imminent emergency situations. Access to the Story County Iowa Alert system will be limited to phone listings with addresses that fall within the geographical limits of Story County and those who opt-in for alerts for the jurisdiction. Story County may also provide first response and public work agencies associated with the community the ability to use the system to communicate with members of these organizations prior to or during an emergency.

The following individual is appointed as the administrator for Story County:

Name (First, Last): Darren Moon

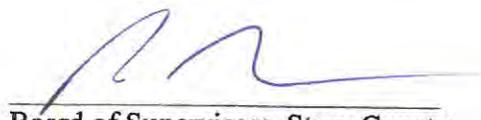
Position with City Administration: County Engineer

Phone number: 515-382-7359

Email address: dmoon@storycountyiowa.gov

On behalf of the Board of Supervisors of Story County, the administrator is responsible for ensuring use of the Story County Iowa Alert system is in accordance with Iowa Code and Story County Iowa Alerts Procedures. The administrator will request any additional administration accounts for the jurisdiction from Story County Emergency Management. All feedback from citizens for messages generated by Story County will be referred to the appointed administrator.

It is acknowledged the Story County Iowa Alert system must be used judiciously to ensure it retains its importance as an emergency messaging system and failure to follow Story County Iowa Alert guidance may result in loss of access to the system.


Board of Supervisors, Story County

2/27/18
Date

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The following individual is appointed as the administrator for Story County:

Name (First, Last): Tyler Sparks

Position with City Administration: Assistant County Engineer

Phone number: 515-382-7356

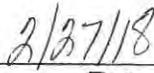
Email address: tsparks@storycountyiowa.gov

On behalf of the Board of Supervisors of Story County, the administrator is responsible for ensuring use of the Story County Iowa Alert system is in accordance with Iowa Code and Story County Iowa Alerts Procedures. The administrator will request any additional administration accounts for the jurisdiction from Story County Emergency Management. All feedback from citizens for messages generated by Story County will be referred to the appointed administrator.

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Board of Supervisors, Story County



Date

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The following individual is appointed as the administrator for Story County:

Name (First, Last): Andrew T. Naumann

Position with City Administration: Secondary Roads Superintendent

Phone number: 515-291-6040

Email address: ANaumann@storycountyiowa.gov

On behalf of the Board of Supervisors of Story County, the administrator is responsible for ensuring use of the Story County Iowa Alert system is in accordance with Iowa Code and Story County Iowa Alerts Procedures. The administrator will request any additional administration accounts for the jurisdiction from Story County Emergency Management. All feedback from citizens for messages generated by Story County will be referred to the appointed administrator.

It is acknowledged the Story County Iowa Alert system must be used judiciously to ensure it retains its importance as an emergency messaging system and failure to follow Story County Iowa Alert guidance may result in loss of access to the system.


Board of Supervisors of Story County

2/27/18
Date

Martin Marietta Aggregates

2018 Ames Mine Rock Hauling - Story County

Segment ID	Length	Distance To Mine	Tons/Mile	Tons	Material	Freight	Delivered	Segment Cost
	(mi)	(mi)			cost per ton (1" roadstone)	cost per ton		
24E	1	26.5	250	250	\$10.25	\$7.76	\$18.01	\$4,502.50
22E	1	22.5	250	250	\$10.25	\$7.12	\$17.37	\$4,342.50
E22	1	21.5	250	250	\$10.25	\$6.96	\$17.21	\$4,302.50
E24	1	23.5	250	250	\$10.25	\$7.30	\$17.55	\$4,387.50
22F	1	21.5	250	250	\$10.25	\$6.96	\$17.21	\$4,302.50
23F	1	22.5	250	250	\$10.25	\$7.12	\$17.37	\$4,342.50
24F	1	23.5	250	250	\$10.25	\$7.30	\$17.55	\$4,387.50
F22	1	20.5	250	250	\$10.25	\$6.78	\$17.03	\$4,257.50
F23	1	21.5	250	250	\$10.25	\$6.96	\$17.21	\$4,302.50
F24	1	22.5	250	250	\$10.25	\$7.12	\$17.37	\$4,342.50
22H	1	19.5	250	250	\$10.25	\$6.62	\$16.87	\$4,217.50
23H	1	20.5	250	250	\$10.25	\$6.78	\$17.03	\$4,257.50
24H	1	21.5	250	250	\$10.25	\$6.96	\$17.21	\$4,302.50
H24	1	20.5	250	250	\$10.25	\$6.78	\$17.03	\$4,257.50
H23	1	19.5	250	250	\$10.25	\$6.62	\$16.87	\$4,217.50
H22	1	18.5	250	250	\$10.25	\$6.44	\$16.69	\$4,172.50
22I	1	18.5	250	250	\$10.25	\$6.44	\$16.69	\$4,172.50
23I	1	19.5	250	250	\$10.25	\$6.62	\$16.87	\$4,217.50
I23	1	18.5	250	250	\$10.25	\$6.41	\$16.66	\$4,165.00
I22	1	17.5	250	250	\$10.25	\$6.28	\$16.53	\$4,132.50
D24	1	25.5	250	250	\$10.25	\$6.64	\$16.89	\$4,222.50
D23	1	24.5	250	250	\$10.25	\$7.46	\$17.71	\$4,427.50
D22	1	22.5	250	250	\$10.25	\$7.12	\$17.37	\$4,342.50
21E	1	21.5	250	250	\$10.25	\$6.96	\$17.21	\$4,302.50
E23	1	23.5	250	250	\$10.25	\$7.30	\$17.55	\$4,387.50
G22	1	19.5	250	250	\$10.25	\$6.62	\$16.87	\$4,217.50
G23	1	20.5	250	250	\$10.25	\$6.78	\$17.03	\$4,257.50

Segment ID	Length	Distance To Mine	Tons/Mile	Tons	Material	Freight	Delivered	Segment Cost
G24	1	21.5	250	250	\$10.25	\$6.96	\$17.21	\$4,302.50
21H	1	18.5	250	250	\$10.25	\$6.44	\$16.69	\$4,172.50
21I	1	17.5	250	250	\$10.25	\$6.28	\$16.53	\$4,132.50
I24	1	19.5	250	250	\$10.25	\$6.62	\$16.87	\$4,217.50
O24	1	24.5	250	250	\$10.25	\$7.46	\$17.71	\$4,427.50
O25	1	25.5	250	250	\$10.25	\$7.64	\$17.89	\$4,472.50
O22	1	22.5	250	250	\$10.25	\$7.12	\$17.37	\$4,342.50
21P	1	23	250	250	\$10.25	\$7.21	\$17.46	\$4,365.00
22P	1	23.5	250	250	\$10.25	\$7.30	\$17.55	\$4,387.50
23P	1	24.5	250	250	\$10.25	\$7.46	\$17.71	\$4,427.50
24P	1	25.5	250	250	\$10.25	\$7.64	\$17.89	\$4,472.50
P25	1	26.5	250	250	\$10.25	\$7.76	\$18.01	\$4,502.50
P24	1	26.5	250	250	\$10.25	\$7.76	\$18.01	\$4,502.50
P22	1	23.5	250	250	\$10.25	\$7.30	\$17.55	\$4,387.50
21Q	1	23.5	250	250	\$10.25	\$7.30	\$17.55	\$4,387.50
22Q	1	24.5	250	250	\$10.25	\$7.46	\$17.71	\$4,427.50
23Q	1	25.5	250	250	\$10.25	\$7.64	\$17.89	\$4,472.50
24Q	1	26.5	250	250	\$10.25	\$7.76	\$18.01	\$4,502.50
Q25	1	27.5	250	250	\$10.25	\$7.93	\$18.18	\$4,545.00
24R	1	28.5	250	250	\$10.25	\$8.10	\$18.35	\$4,587.50
Q24	1	27.5	250	250	\$10.25	\$7.93	\$18.18	\$4,545.00
22R	1	25.5	250	250	\$10.25	\$7.64	\$17.89	\$4,472.50
Q22	1	24.5	250	250	\$10.25	\$7.46	\$17.71	\$4,427.50
21R	1	24	250	250	\$10.25	\$7.38	\$17.63	\$4,407.50
21S	1	25.5	250	250	\$10.25	\$7.64	\$17.89	\$4,472.50
22S	1	26.5	250	250	\$10.25	\$7.76	\$18.01	\$4,502.50
R23	1	26.5	250	250	\$10.25	\$7.76	\$18.01	\$4,502.50
R25	1	28.5	250	250	\$10.25	\$8.10	\$18.35	\$4,587.50
S25	1.25	29.5	250	325	\$10.25	\$8.27	\$18.52	\$6,019.00
23T	1	28.5	250	250	\$10.25	\$8.10	\$18.35	\$4,587.50
22T	1	27.5	250	250	\$10.25	\$7.93	\$18.18	\$4,545.00

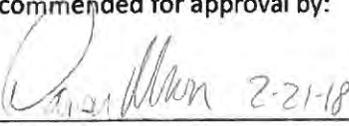
Segment ID	Length	Distance To Mine	Tons/Mile	Tons	Material	Freight	Delivered	Segment Cost
S22	1	26.5	250	250	\$10.25	\$7.76	\$18.01	\$4,502.50
21T	1	26.5	250	250	\$10.25	\$7.76	\$18.01	\$4,502.50
21U	1	28	250	250	\$10.25	\$8.01	\$18.26	\$4,565.00
T22	1.5	27.5	250	375	\$10.25	\$7.93	\$18.18	\$6,817.50
U22	.5	29	250	125	\$10.25	\$8.18	\$18.43	\$2,303.75
T23	1.5	28.5	250	375	\$10.25	\$8.10	\$18.35	\$6,881.25
T25	1.25	30.5	250	325	\$10.25	\$8.44	\$18.69	\$6,074.25
21V	.75	29.5	250	200	\$10.25	\$8.27	\$18.52	\$3,704.00
V22	.5	30.5	250	125	\$10.25	\$8.44	\$18.69	\$2,336.25
24U	1	31.5	250	250	\$10.25	\$8.61	\$18.86	\$4,715.00
U24	.5	32.5	250	125	\$10.25	\$8.78	\$19.03	\$2,378.75
23V	1	31.5	250	250	\$10.25	\$8.61	\$18.86	\$4,715.00
V24	1.33	33.5	250	325	\$10.25	\$8.95	\$19.20	\$6,240.00
24W	1	33.5	250	250	\$10.25	\$8.95	\$19.20	\$4,800.00
23W	1	32.5	250	250	\$10.25	\$8.78	\$19.03	\$4,757.50
21W	1	29.5	250	250	\$10.25	\$8.27	\$18.52	\$4,630.00
W24	.75	33.5	250	200	\$10.25	\$8.95	\$19.20	\$3,840.00
24X	.5	34	250	125	\$10.25	\$9.03	\$19.28	\$2,410.00
X25	1.5	35	250	375	\$10.25	\$9.20	\$19.45	\$7,293.75
W22	1	30.5	250	250	\$10.25	\$8.44	\$18.69	\$4,672.50
X22	.5	31	250	125	\$10.25	\$8.52	\$18.77	\$2,346.25
21X	1	31	250	250	\$10.25	\$8.52	\$18.77	\$4,692.50
22W	1.25	31.5	250	325	\$10.25	\$8.61	\$18.86	\$6,129.50
V23	1	31.5	250	250	\$10.25	\$8.61	\$18.86	\$4,715.00

20,450

Total: \$364,866.75

Hauling must be completed prior to June 6th, 2018

Recommended for approval by:


 Darren R. Moon, P.E. Date 2-21-18


 2/15/18

Approved by:


 Board of Supervisors Date 2/27/18

Applicant License Application (LA0001207)

Name of Applicant: <u>Ames Lodge No. 520 Loyal Order</u>		
Name of Business (DBA): <u>Loyal Order Of Moose, Ames Lodge No. 520</u>		
Address of Premises: <u>644 W 190th Street</u>		
City <u>Ames</u>	County: <u>Story</u>	Zip: <u>5001000</u>
Business	<u>(515) 232-2205</u>	
Mailing	<u>P. O. Box 29</u>	
City <u>Ames</u>	State <u>IA</u>	Zip: <u>500100029</u>

Contact Person

Name Charles Clatt
Phone: (515) 232-2205 Email lodge520@mooseunits.org

Classification Class A Liquor License (LA) (Private Club)

Term: 12 months

Effective Date: 05/01/2017

Expiration Date: 04/30/2018

Privileges:

Class A Liquor License (LA) (Private Club)

Outdoor Service

Sunday Sales

APPROVED **DENIED**
Board Member Initials: CC
Meeting Date: 2/27/18
Follow-up action: _____

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Charles Clatt

First Name: Charles **Last Name:** Clatt
City: Ames **State:** Iowa **Zip:** 50010
Position: Administrator
% of Ownership: 0.00% **U.S. Citizen:** Yes

Dan Mosiman

First Name: Dan **Last Name:** Mosiman
City: Ames **State:** Iowa **Zip:** 50014
Position: Director
% of Ownership: 0.00% **U.S. Citizen:** Yes

Robert Bellinghausen

First Name: Robert **Last Name:** Bellinghausen
City: Ames **State:** Iowa **Zip:** 50010

MorphoTrak

5515 East La Palma Ave., Suite 100
Anaheim, CA 92807

January 30, 2018

John Asmussen
Jail Administrator
Story County Sheriff's Office
1315 5 B Avenue
Nevada, IA 50201
Tel: 515-382-7463
Email: jasmussen@storycounty.com

RE: Extension to Maintenance and Support Agreement – LiveScan Station

MAINTENANCE AND SUPPORT AGREEMENT NO. SA # 001746-001

By means of this letter, MorphoTrak, LLC ("MorphoTrak" or "Seller") hereby extends Story County Sheriff Office Maintenance and Support Agreement as referenced above.

Please find enclosed updated Exhibit-C: *Support Plan Options and Pricing Worksheet* and Exhibit-A: *Description of Covered Products*, for the period: **July 1, 2018** through **June 30, 2019**. Pursuant to Section 3.2 of the original agreement, all terms and conditions shall remain in full force and effect.

Please indicate acceptance of this extension by signing in the acceptance block below and returning it to attention Kimberly Dullinger via Email to kimberly.dullinger@external.idemia.com or fax (714) 238-2049 by no later than **June 30, 2018**.

If you have any questions or need further clarification, please contact Kimberly at (714) 632-2180 or email kimberly.dullinger@external.idemia.com. Thank you in advance.

Sincerely,

Kimberly J Dullinger

Kimberly J Dullinger
Contracts Administration Specialist
MorphoTrak

Accepted by:

MORPHOTRAK, LLC

Signed by: Walt Scott

Printed Name: Walt Scott

Title: Vice President

Date: 2/15/2018

STORY COUNTY Board of Supervisors

Signed by: [Signature]

Printed Name: Rick Sanders

Title: Board of Supervisors Chair

Date: 2/27/18

Please note: this is not an invoice. An Invoice will be provided after receipt of the signed document.

Exhibit A
DESCRIPTION OF COVERED PRODUCTS

MAINTENANCE AND SUPPORT AGREEMENT NO. 001746-001

CUSTOMER: Story County Sheriff's Office

The following table lists the Products under maintenance coverage:

Product	Description	Node Name	Qty
LiveScan	LiveScan Station Ruggedized Cabinet ➤ LiveScan Station software ➤ Ruggedized steel cabinet with foot pedal ➤ FBI Appendix F certified scanner ➤ Monitor, computer, Keyboard and mouse	IALSS036	1

**Exhibit C
SUPPORT PLAN OPTIONS AND PRICING WORKSHEET**

Maintenance and Support Agreement # 001746-001 Date January 30, 2018
 New Term Effective Start July 1, 2018 End June 30, 2019

CUSTOMER: Address (1): Address (2): CITY, STATE, ZIP CODE:	Story County Sheriff's Office 1315 5 B Avenue Nevada, IA 50201	BILLING AGENCY: Address (1): Address (2): CITY, STATE, ZIP CODE:	Story County 900 Sixth Street Nevada, IA 50201
CONTACT NAME: CONTACT TITLE TELEPHONE: Email:	John Asmussen Jail Administrator 515-382-7463 jasmussen@storycounty.com	CONTACT NAME: CONTACT TITLE TELEPHONE: Email:	Accounts Payable

For support on products below, please contact Customer Support at (800) 734-6241 or email at cscenter@morpho.com.
 AFIS System LiveScan™ Station MORPHO BIS System

STANDARD SUPPORT	ANNUAL FEE
<input checked="" type="checkbox"/> Advantage – Software Support ♦ 8 a.m. – 5 p.m. Monday to Friday PPM ♦ Supplemental Releases & Updates ♦ Software Customer Alert Bulletins ♦ Unlimited Telephone Support ♦ Standard Releases & Updates ♦ Telephone Response: 2 Hour ♦ Remote Dial-In Analysis ♦ Automatic Call Escalation	\$ 6,157.00
STANDARD SUPPORT TOTAL	\$ 6,157.00

SUPPORT OPTIONS	ANNUAL FEE
<input checked="" type="checkbox"/> On-Site Hardware Support ♦ 8 a.m. – 5 p.m. Monday-Friday PPM ♦ Defective Parts Replacement ♦ Hardware Service Reporting ♦ Next day PPM On-site Response ♦ Escalation Support ♦ Product Repair ♦ Hardware Vendor Liaison ♦ Hardware Customer Alert Bulletins ♦ Equipment Inventory Detail Management	\$ Included
<input checked="" type="checkbox"/> Parts Support ♦ Parts Ordered & Shipped Next Business Day ♦ Parts Customer Alert Bulletins	\$ Included
<input type="checkbox"/> UPLIFTS ♦ Increase PPM to _____ ♦ Increase Response Time to _____	\$ N/A \$ N/A
SUPPORT OPTIONS TOTAL	\$ As noted

USERS CONFERENCE – NORTH AMERICA	ANNUAL FEE
<input type="checkbox"/> Users Conference Attendance (\$3,415 per Attendee) Year _____ Number Attendees Requested _____ • Registration fee • Hotel accommodations • Roundtrip travel for event • Daily meals • Ground transportation to/from the conference airport to the conference hotel	\$ N/A
USERS CONFERENCE TOTAL	\$ N/A

OTHER AVAILABLE OPTIONS	ANNUAL FEE
<input type="checkbox"/> LiveScan 3000 Prism Protection \$1,500 unit/year – Covers labor and material fee for replacement of one (1) prism per year	\$ N/A
<input type="checkbox"/> Other: _____	\$ N/A
OTHER AVAILABLE OPTIONS TOTAL	\$ N/A

FULL TERM FEE GRAND TOTAL * \$ 6,157.00
**Exclusive of taxes if applicable*

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable)

STORY COUNTY UTILITY PERMIT

Date 2/14/18

To the Board of Supervisors, Story County, Iowa:

The Colo Telephone Company Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at , Colo, IA, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of telecommunications on secondary route See Attached Maps For Locations, from See Attached Maps For Locations to See Attached Maps For Locations, a distance of See Attached Maps For Locations miles.

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

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:
Buried fiber optic cable. Construction consists of directional boring. Cable 36" in R/W & 48" under road.
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

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

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

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

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

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

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

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

Date 2-15-2018

Colo Telephone Company

Name of Company (Applicant - Permittee)

by Larry W. Springer 641-377-2202
Phone no.

Recommended for Approval:

Date 2-21-18

James M. Mon 515-382-7355
County Engineer Phone no.

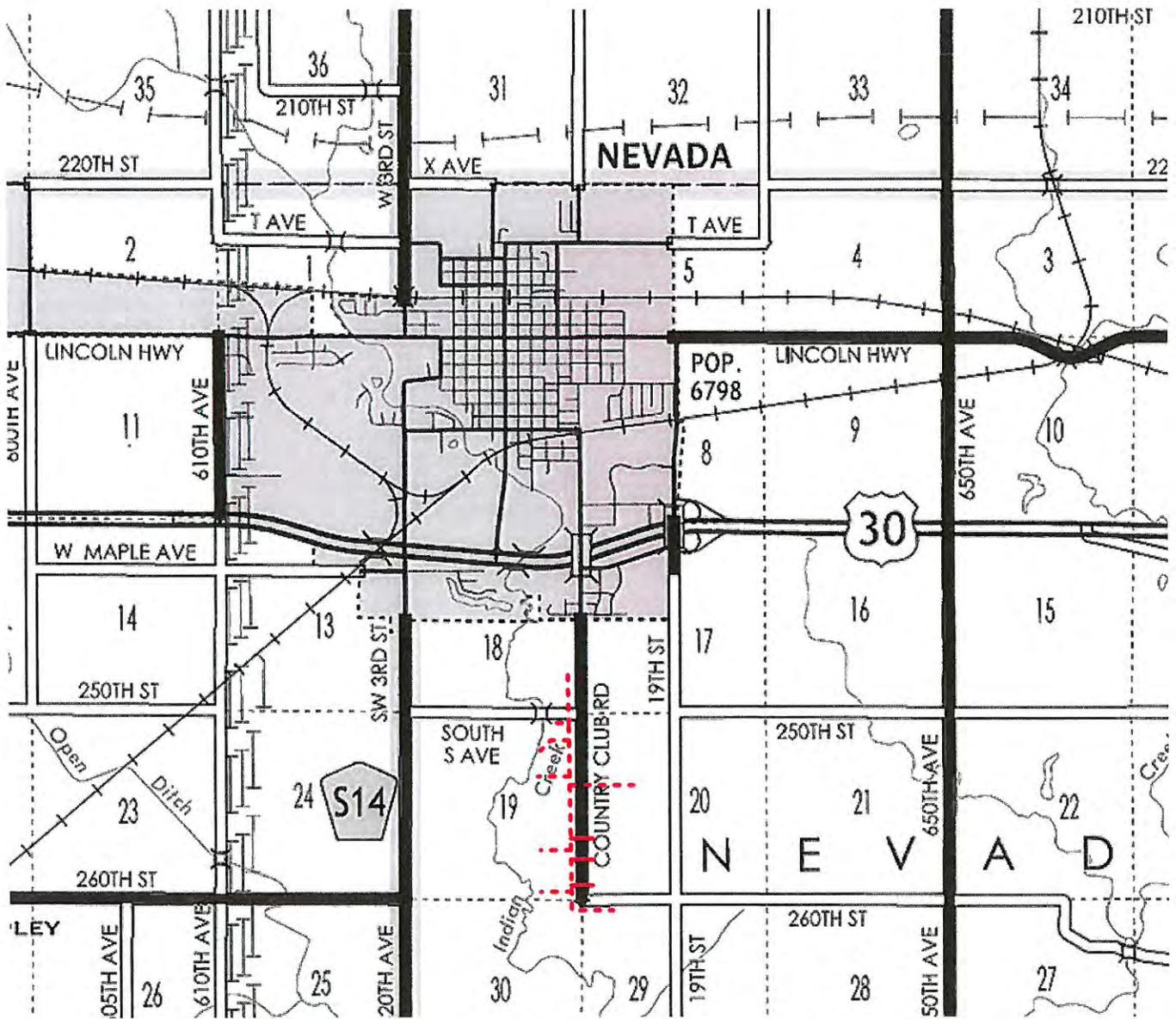
Approved:

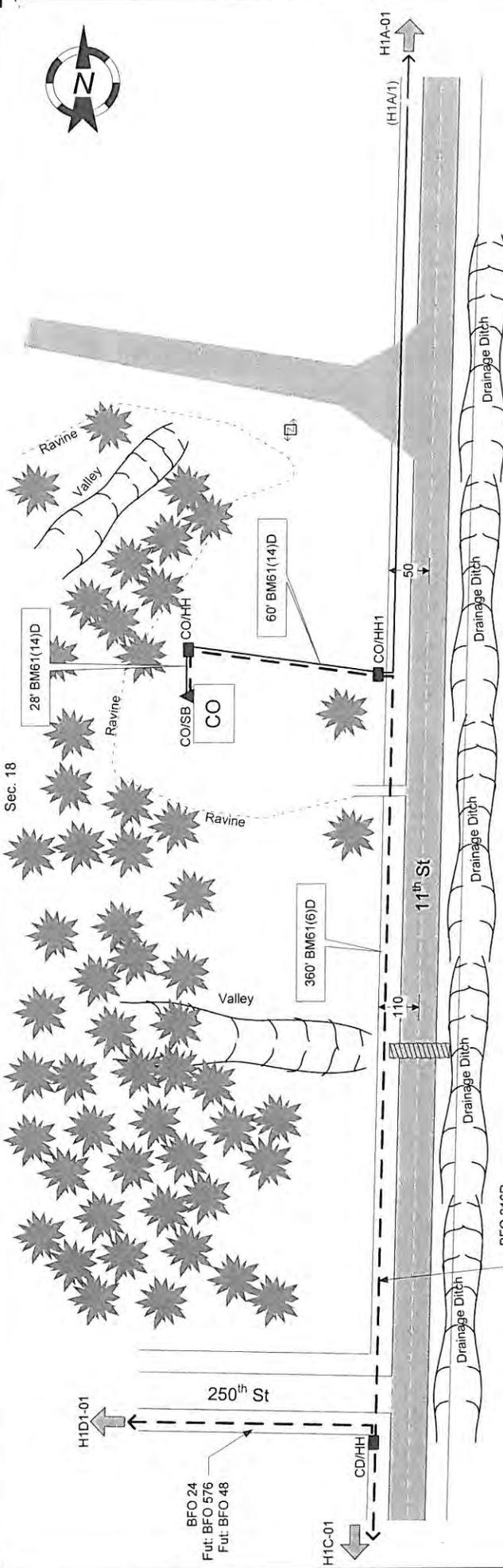
Date 2/27/18

[Signature]
Chair, Board of Supervisors
Story County, Iowa

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

Story County
----- Proposed Construction





As Stated
COLO Tel. Co.
 Name: Hut_1 Detail
 WO: VFS_NVD_18
 Exch: Ames
 Route: Hut_1
 ROW: Public
 Staked By: EMS Date: 2/15
 Revised By: SE Date: 5/16
 Plowed By: SE Date: 5/16
 Tabbed By: Date:



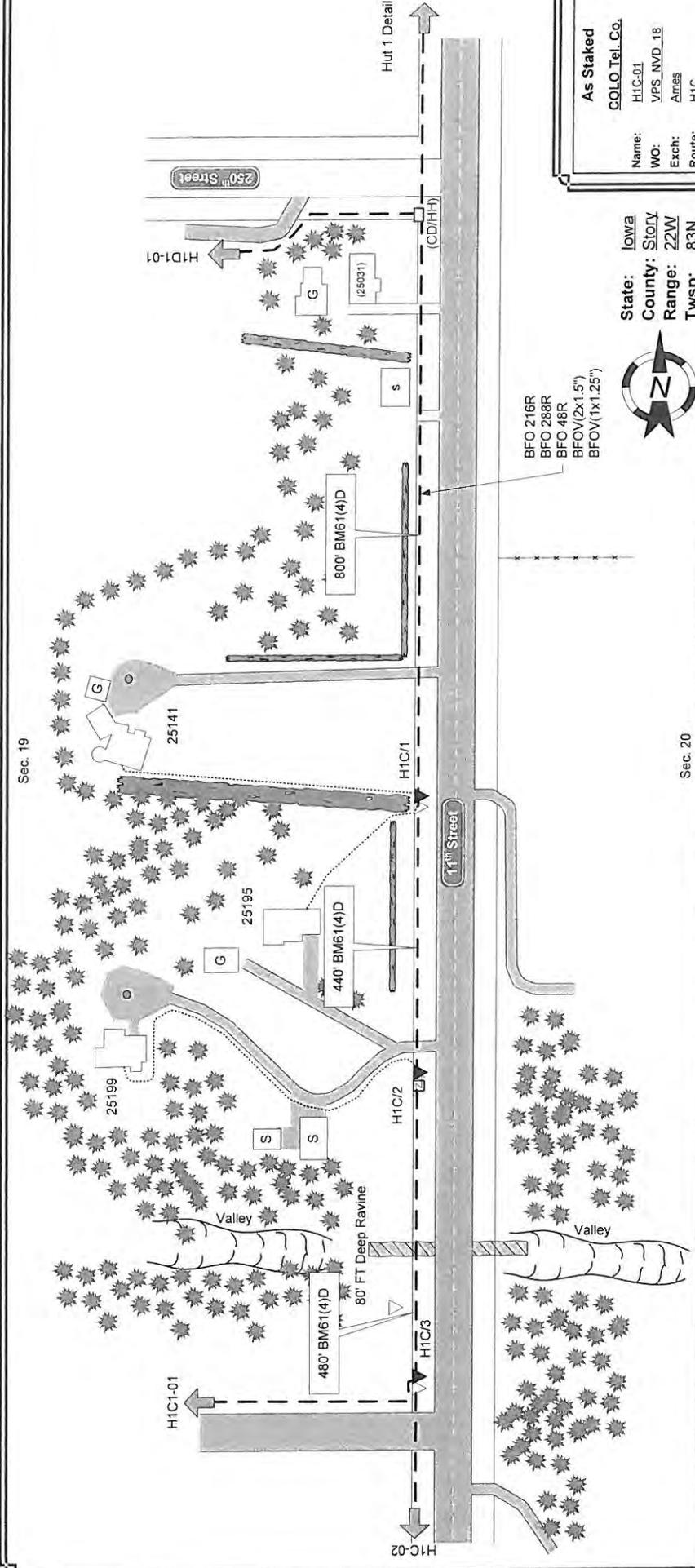
Sheet 1 of 1

State: Iowa
 County: Story
 Range: 22W
 Twp: 83N

Sec. 17

From	To	P Type	Units	Feet	BM	Remarks
NVD-S. Hut	NVD-S. Hut		BFO 216R	100		H1C
	NVD-S. Hut		BFO 24R	100		H1D1
NVD-S. Hut	CO/SSB	E(BDSB(50)(25)(25))	BFO 216RIE	20		H1C
	CO/SSB		BFO 24RIE	20		H1D1
CO/SSB	CO/HH		BFO 216RIE	50		H1C
	CO/HH		BFO 24RIE	50		H1D1

- BFO 216R
- BFO 24
- BFOV (3x1.5" Duct)
- BFOV (3x1.25" Duct)
- BFOV (2x2" Duct)
- Fut. BFO 288R
- Fut. BFO 48R
- Fut. BFO 576
- Fut. BFO 96
- Fut. BFO 48(RING)



As Staked
COLO Tel. Co.
 Name: H1C-01
 WO: VFS_NVD_18
 Exch: Ames
 Route: H1C
 ROW: Public
 Staked By: EWS Date: 2/15
 Revised By: Date:
 Plowed By: Date:
 Tabbed By: Date:

VantagePoint
 Drawing Not to Scale

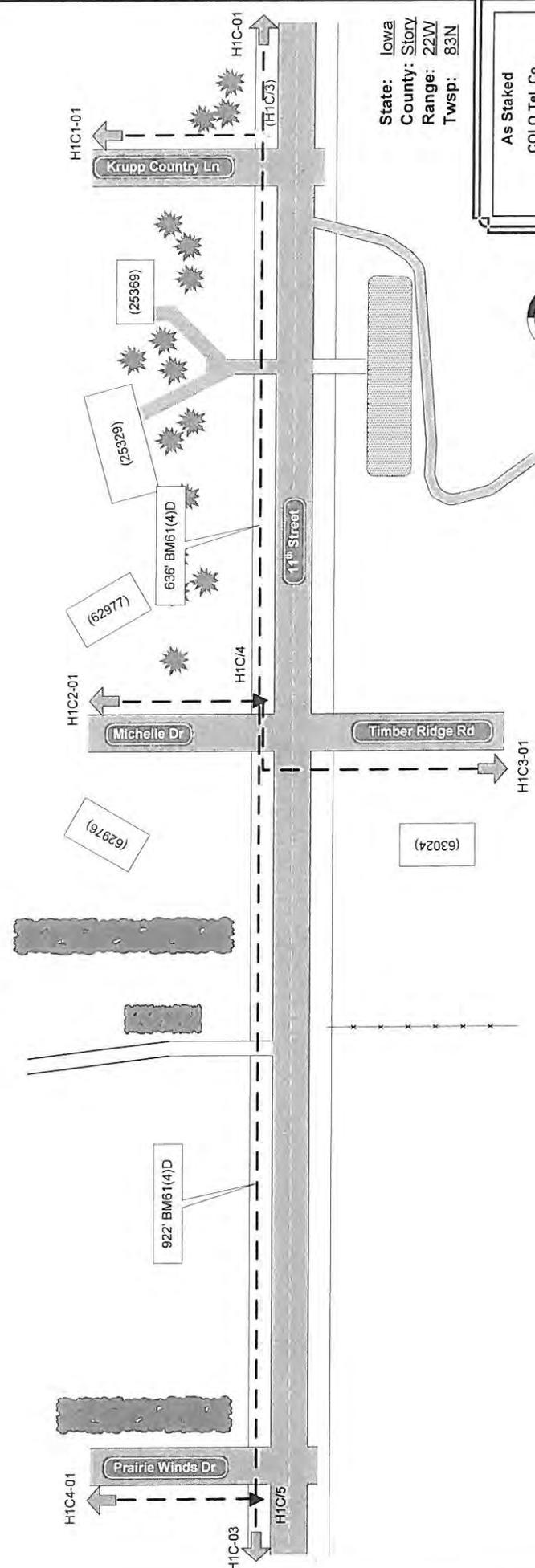
Sheet 1 of 4

State: Iowa
 County: Story
 Range: 22W
 Twp: 83N

From	To	PIType	Units	Feet	BM	HO	ONT	Remarks
(CD/HH)	H1C/1	BDO5	BFO 216R1	916	2(5/8)(8)	1	2	H1C
	H1C/1		BFOV(1x1.25)	800	61(4)D	800		
	H1C/1		BFOV(2x1.5)	800				One Ducts for Spare
	H1C/1		BFOV(2x1.5)	6				
	H1C/1	25141	SEBO 4	420	83	1	HB3S	25141 11th St.
	H1C/1	25195	SEBO 4	270	83	1	HB3S	25195 11th St.

Sec. 19

Sec. 20



State: Iowa
 County: Story
 Range: 22W
 Twp: 83N

As Staked
 COLO. Tel. Co.
 Name: H1C-02
 WO: VPS_NVD_18
 Exch: Ames
 Route: H1C
 ROW: Public

Staked By: EWS Date: 2/15
 Revised By: Date:
 Plowed By: Date:
 Tabbed By: Date:

VP VantagePoint
 Drawing Not to Scale

Sheet 2 of 4

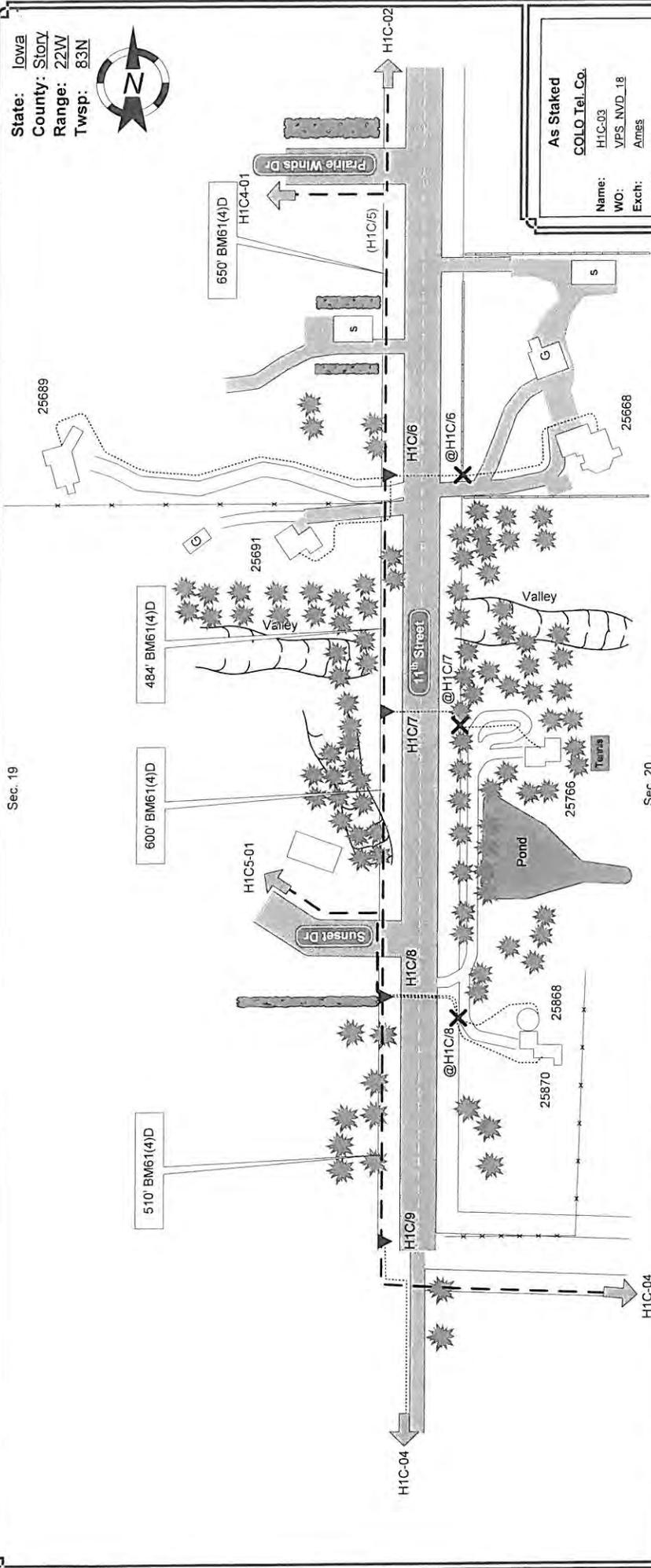


From	To	PType	Units	Feet	BM	HO	Remarks
H1C/3	H1C/4	BDO5	BFO 216RI	636	2(5/8)(8)	1	12R 8
	H1C/4		BFOV(1x1.25)	590	61(4)D	636	
	H1C/4		BFOV(2x1.5)	596			
	H1C/4		BFOV(2x1.5)	6			
H1C/4	H1C/5	BDO5	BFO 216RI	962	2(5/8)(8)	1	1 12
	H1C/5		BFOV(1x1.25)	922	61(4)D	922	
	H1C/5		BFOV(2x1.5)	922			
H1C/5	H1C/5		BFOV(2x1.5)	6			

State: Iowa
 County: Story
 Range: 22W
 Twp: 83N



Sec. 19



Sec. 20

As Staked
COLO Tel. Co.
 Name: H1C-03
 WO: VFS_NVD_18
 Exch: Ames
 Route: H1C
 ROW: Public
 Staked By: EWS Date: 2/15
 Revised By: Date:
 Plowed By: Date:
 Tabbed By: Date:
VantagePoint
 Drawing Not to Scale

From	To	PType	Units	Feet	BM	HO	ONT	Remarks
H1C/5	H1C/6	BD05	BFO 216RI	690	2(5/8)(8)	1	3	
	H1C/6		BFOV(1x1.25)	650	61(4)D	650		
	H1C/6		BFOV(2x1.5)	650				
	H1C/6		BFOV(2x1.5)	6				
H1C/6	25689		SEBO 4	830	83	1		25689 11th St.
H1C/6	25691		SEBO 4	320	83	1		25691 11th St.

Sheet 3 of 4



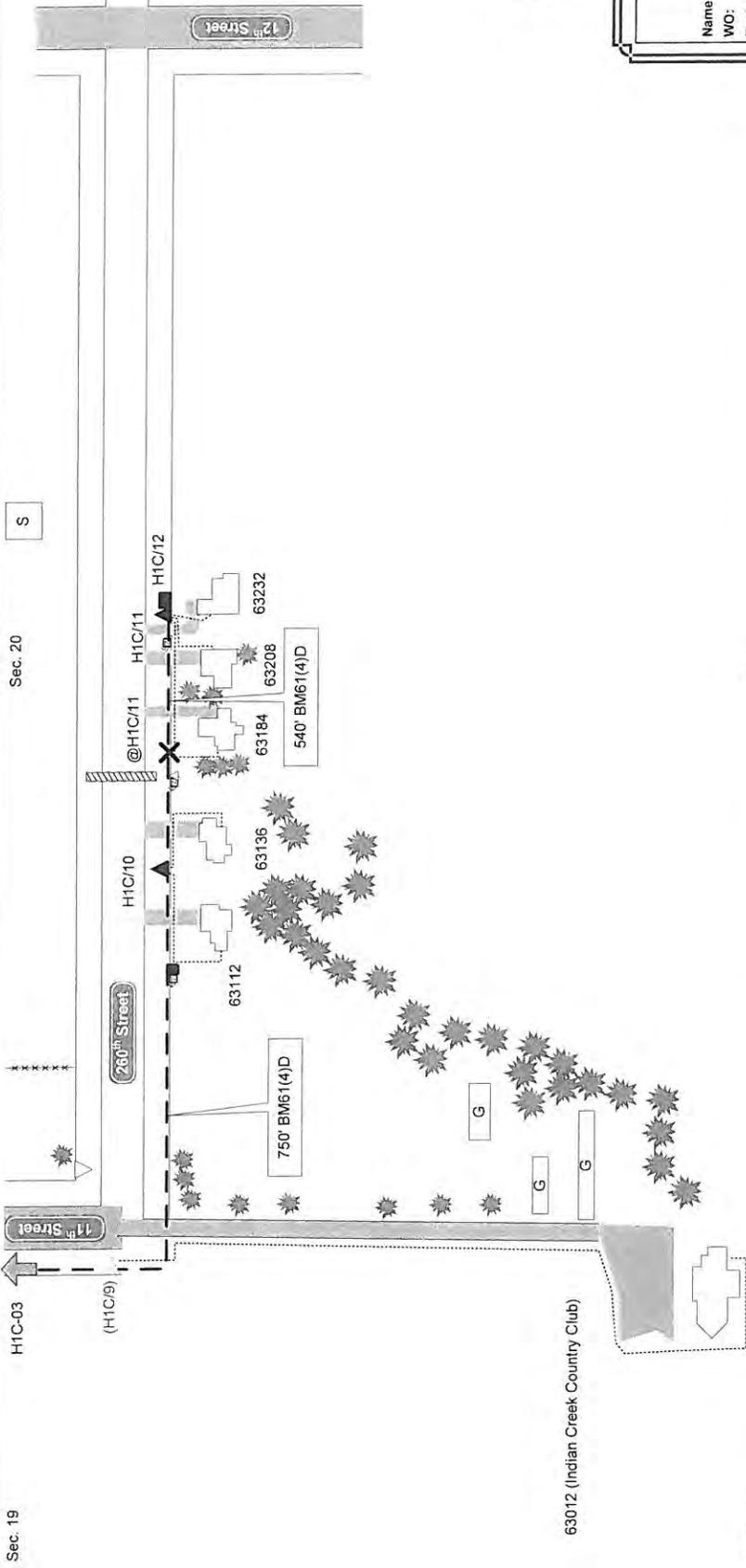
State: Iowa
 County: Story
 Range: 22W
 Twp: 83N

As Staked
 COLO Tel. Co.
 Name: H1C-04
 WO: VPS_NVD_18
 Exch: Ames
 Route: H1C
 ROW: Public

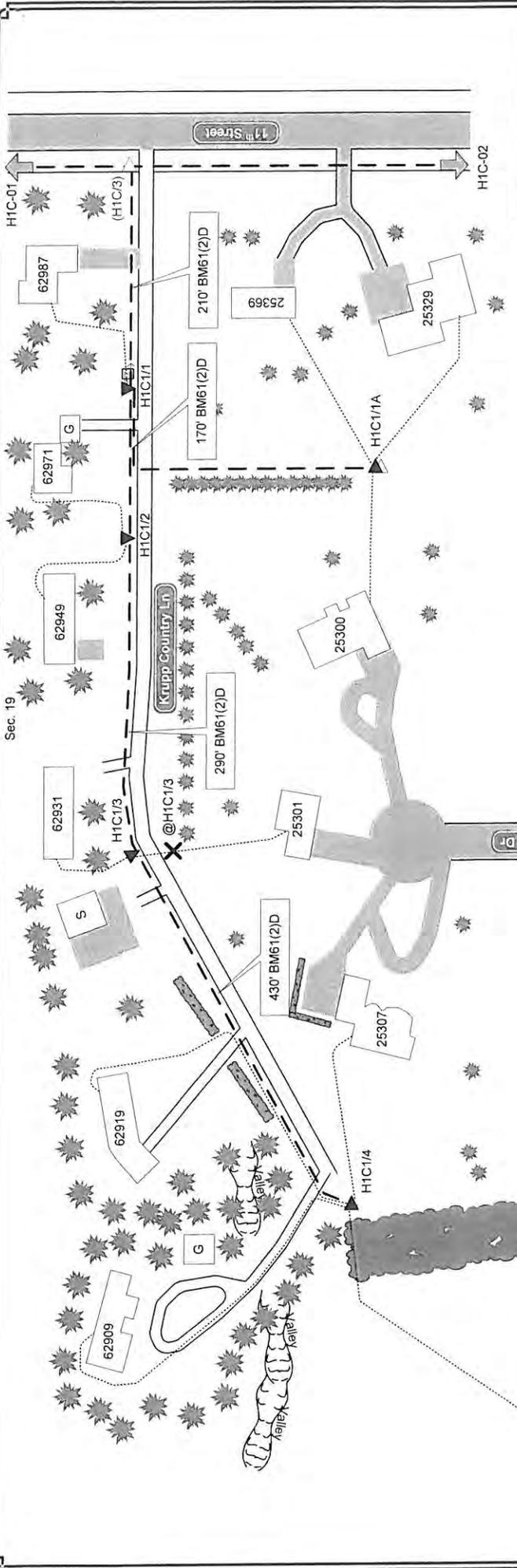
Staked By: EWS Date: 2/15
 Revised By: Date:
 Plowed By: Date:
 Tabbed By: Date:

VP VantagePoint
 Drawing Not to Scale

Sheet 4 of 4

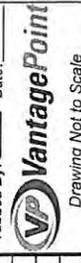


From	To	PType	Units	Feet	BM	HO	ONT	Remarks
(H1C/9)	63012 (Indian Creek Country Club)		SEBO 4	1912	83	1	1	HB3ES
(H1C/9)	H1C/10	BDO4	BFO 24RI	790	2(5/8)(6)	1	2	
	H1C/10		BFOV(1x1.5)	750	61(4)D	750		
	H1C/10		BFOV(2x1.25)	750				
	H1C/10		BFOV(2x1.25)	6				
H1C/10	63112		SEBO 4	280	83	1		HB3S 63112 260th St.



State: Iowa
 County: Story
 Range: 22W
 Twp: 83N

As Staked
 COLO Tel. Co.
 Name: H1C1-01
 WO: VFS_NVD_18
 Exch: Ames
 Route: H1C1
 ROW: Public
 Staked By: EWS Date: 2/15
 Revised By: Date:
 Plowed By: Date:
 Tabbed By: Date:



Drawing Not to Scale

Sheet 1 of 1

Sec. 19

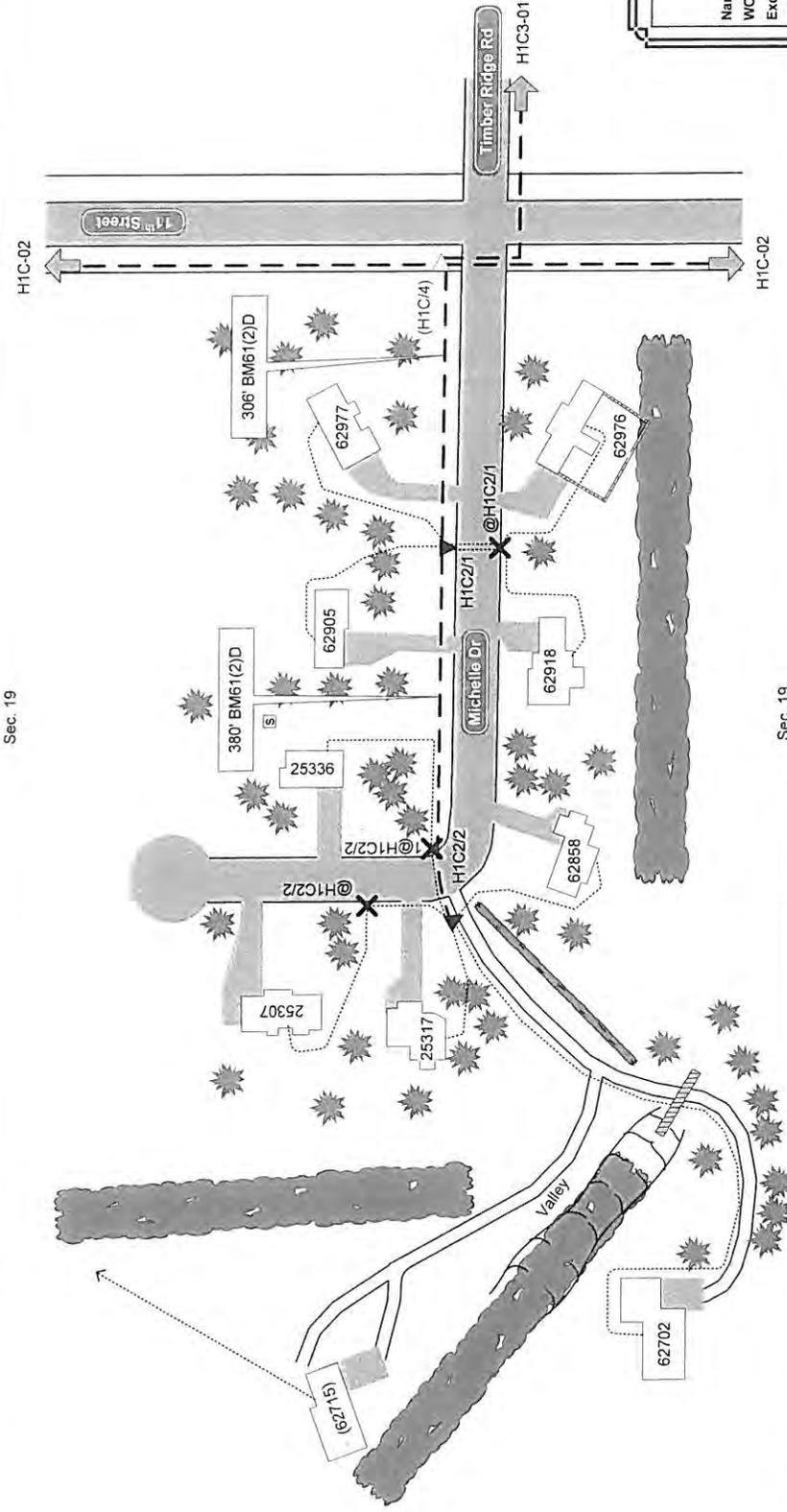
From	To	PType	Units	Feet	BM	HO	ONT	Remarks
H1C1/3	H1C1/1	BDO4	BFO 24RI	250	2(5/8)(8)	1	7	
	H1C1/1		BFOV(1x1.25)	210	61(2)D	210		
H1C1/1	62987		SEBO 4	150	83	1		62987 Krupp Country Ln
H1C1/1	H1C1/1A	BDO4	BFO 12I	390	2(5/8)(8)	1	3	
	H1C1/1A		BFOV(1x1.25)	370	61(2)D	370		
H1C1/1A	25369		SEBO 4	170	83	1		25369 11th St.



State: Iowa
 County: Story
 Range: 22W
 Twp: 83N

As Staked
 COLO. Tel. Co.
 Name: H1C2-01
 WO: VPS_NVD_18
 Exch: Ames
 Route: H1C2
 ROW: Public
 Staked By: EWS Date: 2/15
 Revised By: Date:
 Plowed By: Date:
 Tabbed By: Date:
VP VantagePoint
 Drawing Not to Scale

Sheet 1 of 1



From	To	PType	Units	Feet	BM	HO	ONT	Remarks
H1C/4	H1C2/1	BDO4	BFO 24RI	346	2(5/8)(8)	1	4	
	H1C2/1		BFO(1x1.25)	306	61(2)D	306		
H1C2/1	62977		SEBO 4	250	83	1		62977 Michelle Dr.
H1C2/1	62905		SEBO 4	230	83	1		62905 Michelle Dr.
H1C2/1	X@H1C2/1		BFO 4	100				
	X@H1C2/1		BFO 4	100				

Sec. 19

Sec. 19

Sec. 20

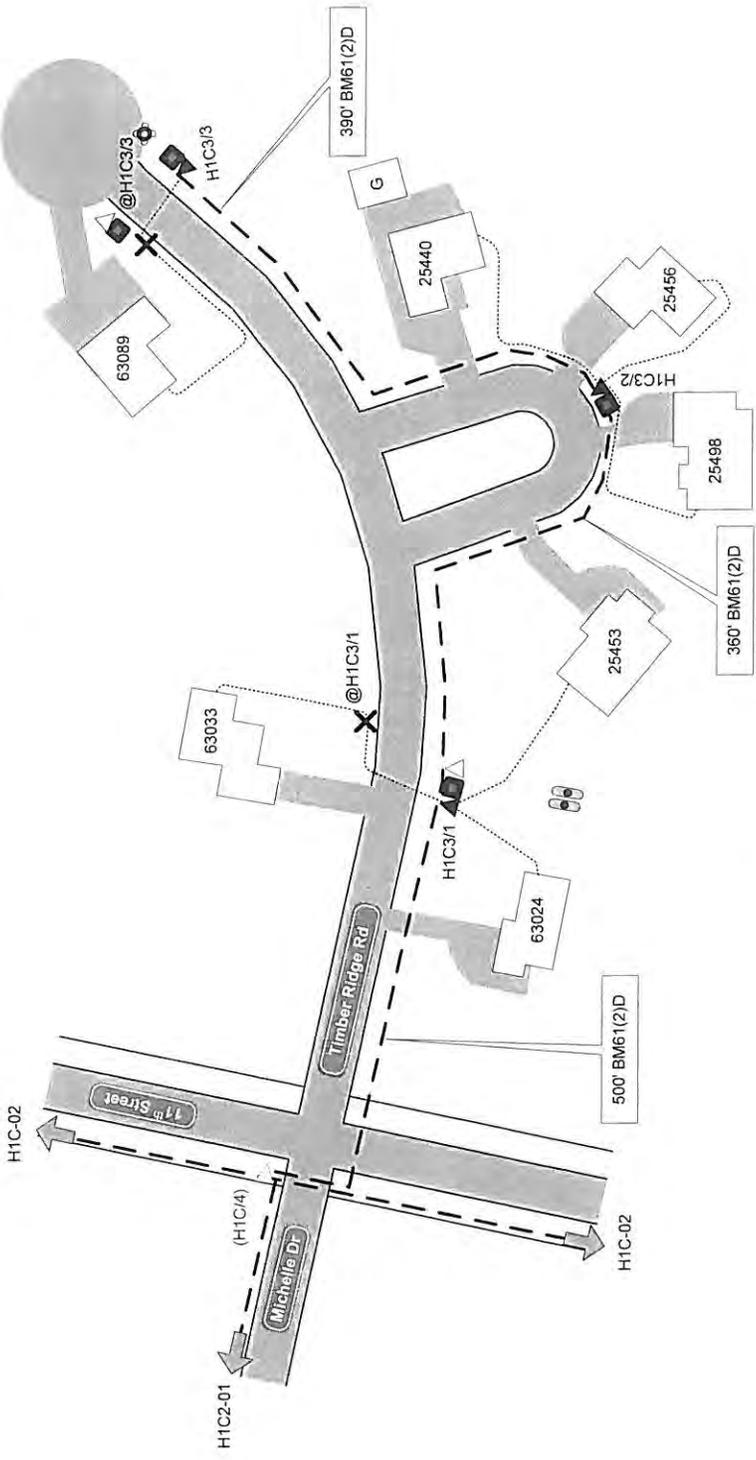
Future Lot expansion
for subdivision



State: Iowa
County: Story
Range: 22W
Twp: 83N

As Staked
COLO Tel. Co.
 Name: H1C3-01
 WO: VPS_NVD_18
 Exch: Ames
 Route: H1C3
 ROW: Public
 Staked By: EWS Date: 2/15
 Revised By: Date:
 Plowed By: Date:
 Tabbed By: Date:
VP VantagePoint
 Drawing Not to Scale

Sheet 1 of 1



Sec. 20

From	To	PType	Units	Feet	BM	HO	ONT	Remarks
H1C/4	H1C3/1	BDO4	BFO 72RI	520	2(5/8)(Ø)	1	3	
	H1C3/1		BFOV(1x1.25)	500	61(2)D	500		
H1C3/1	63024		SEBO 4	140	83	1		63024 Timber Ridge Rd
H1C3/1	25453		SEBO 4	140	83	1		25453 Timber Ridge Rd
H1C3/1	X@H1C3/1		BFO 4	100				

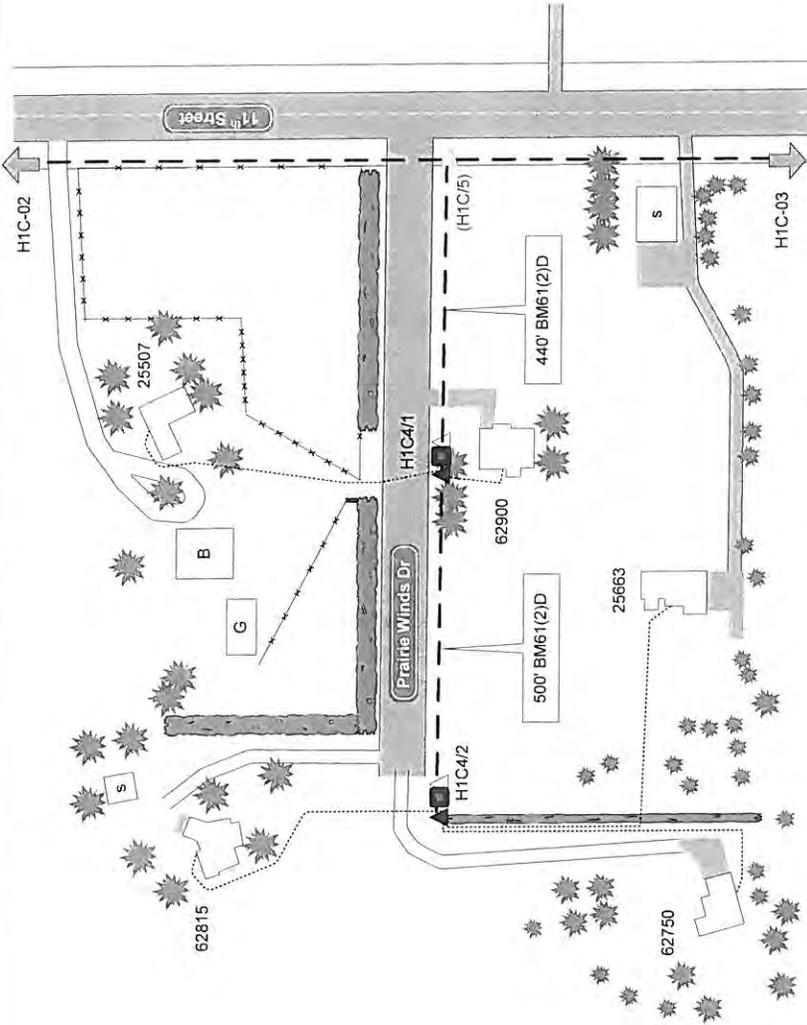


State: Iowa
 County: Story
 Range: 22W
 Twp: 83N

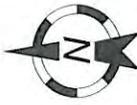
As Staked
 COLO Tel. Co.
 Name: H1C4-01
 WO: VPS_NVD_18
 Exch: Ames
 Route: H1C4
 ROW: Public
 Staked By: EMS Date: 2/15
 Revised By: Date:
 Plowed By: Date:
 Tabbed By: Date:



Sheet 1 of 1



From	To	PType	Units	Feet	BM	HO	ONT	Remarks
(H1C/5)	H1C4/1	BDO4	BFO 121	480	2(5/8)(8)	1	2	
	H1C4/1		BFOV(1x1.25)	440	61(2)D	440		
H1C4/1	25507		SEBO 4	470	83	1		25507 11th St.
H1C4/1	62900		SEBO 4	150	83	1		62900 Prairie Winds Dr.
H1C4/1	H1C4/2	BDO4	BFO 121	540	2(5/8)(8)	1	3	
	H1C4/2		BFOV(1x1.25)	500	61(2)D	500		



State: Iowa
 County: Story
 Range: 22W
 Twsp: 83N

As Staked

COLO Tel. Co.

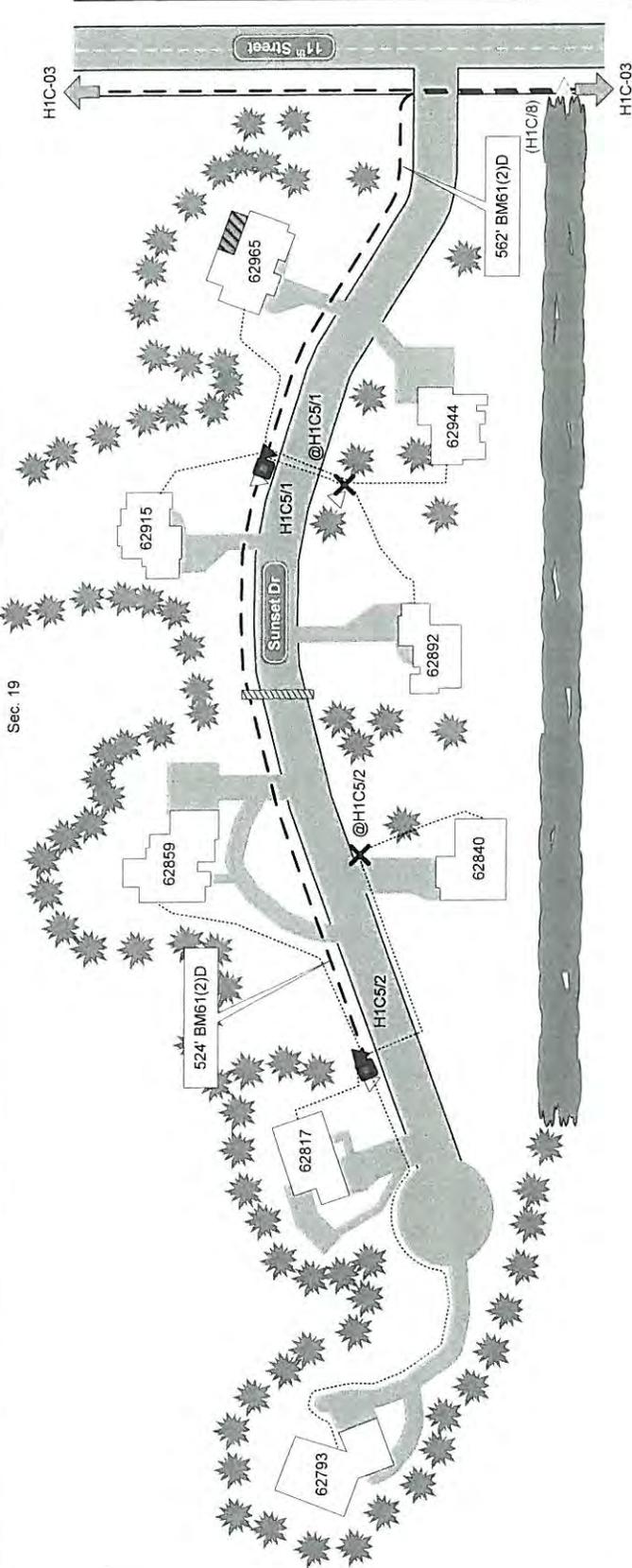
Name: H1C5-01
 WC: VFS_NVD_18
 Exch: Ames
 Route: H1C5
 ROW: Public

Staked By: EWS Date: 2/15
 Revised By: Date:
 Plowed By: Date:
 Tabbed By: Date:



Drawing Not to Scale

Sheet 1 of 1



From	To	PItype	Units	Feet	BM	HO	ONT	Remarks
H1C(8)	H1C5/1	BDO4	BFO 24RI	602	2(5)(8)(8)	1	4	
	H1C5/1		BFOV(1x1.25)	562	61(2)D	562		
H1C5/1	62965		SEBO 4	190	83	1	HB3S	62965 Sunset Dr.
H1C5/1	62915		SEBO 4	180	83	1	HB5S	62915 Sunset Dr.
H1C5/1	X@H1C5/1		BFO 4	100				
	X@H1C5/1		BFO 4	100				



State: Iowa
 County: Story
 Range: 22W
 Twp: 83N

As Staked
 COLO Tel. Co.
 Name: H1D1-01
 WC: YPS_NVD_18
 Exch: Ames
 Route: H1D1
 ROW: Public

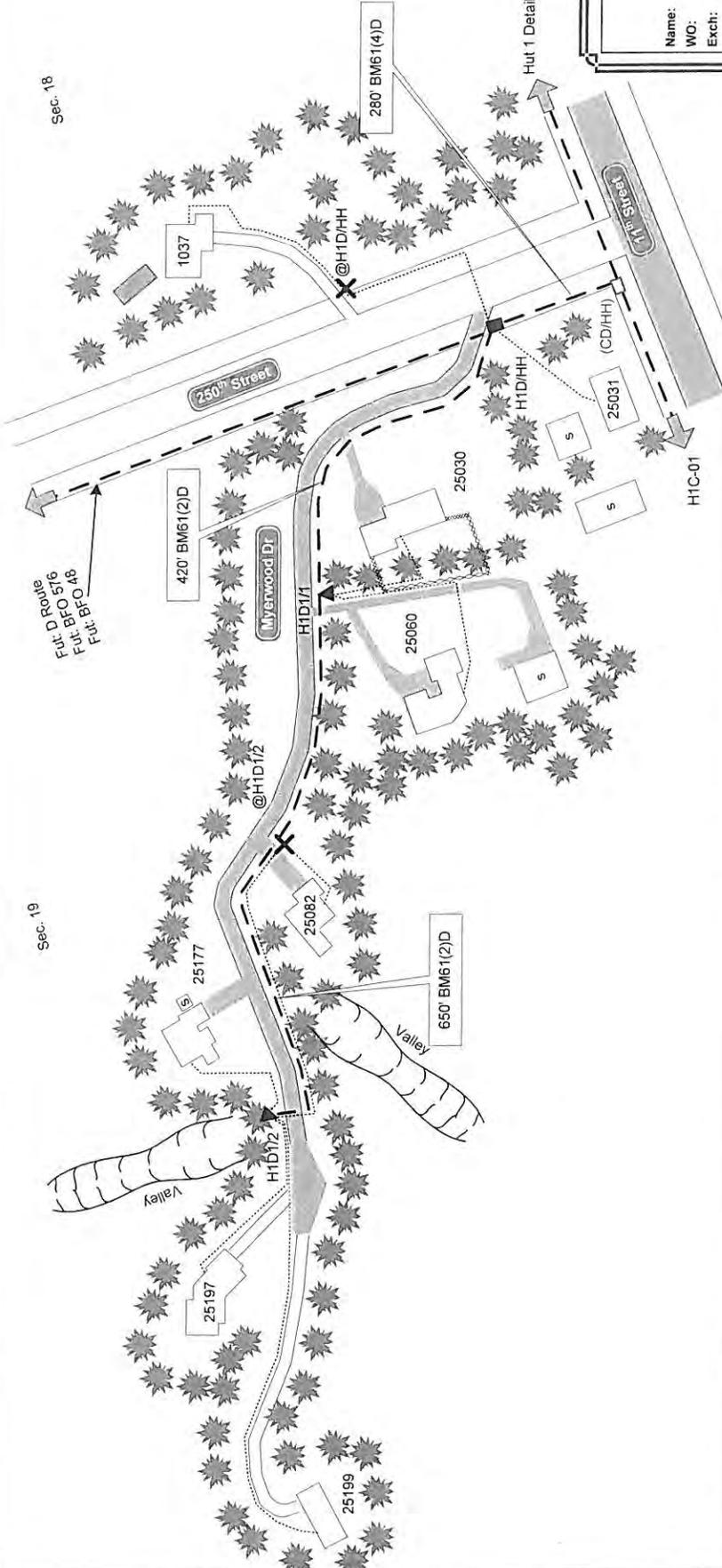
Staked By: EMS Date: 2/15
 Revised By: Date:
 Plowed By: Date:
 Tabbed By: Date:

VP VantagePoint
 Drawing Not to Scale

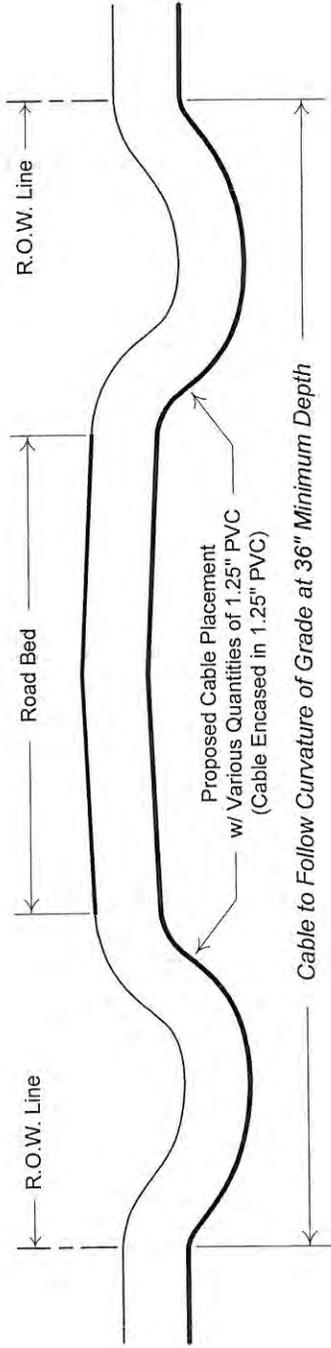
Sheet 1 of 1

Sec. 18

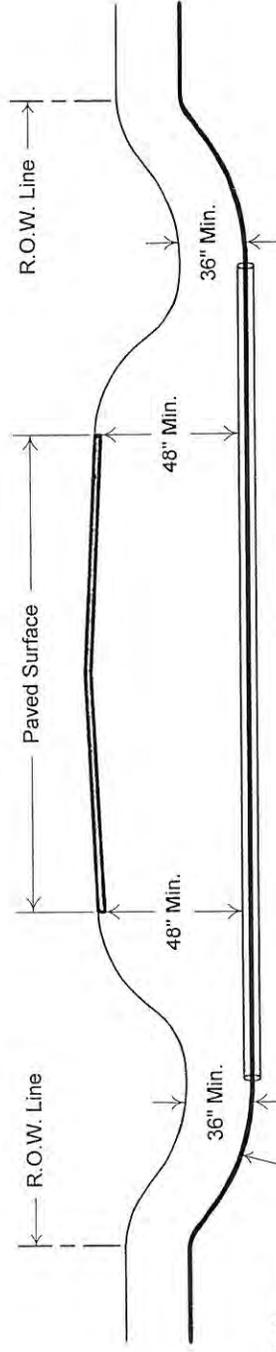
Sec. 19



From	To	PType	Units	Feet	BM	HBFO	HO	ONT	Remarks
(CD/HH)	H1D/HH	BHF(48R)	BFO 24RI	360	2(5/8)(8)	M	1	2	H1D1 80' Coil in HH
	H1D/HH		BFOV(1x1.25)	280	55				
	H1D/HH			61(4)D	280				
H1D/HH	X@H1D/HH		BFO 4	220					
X@H1D/HH	1037		SEBO 4	260	83				40' Tail In HH
H1D/HH	25031		SEBO 4	190	83				40' Tail In HH



Typical Buried Cable Crossing
Gravel or Dirt Roads



Proposed Cable
w/ Various Quantities of 1.25" PVC
(Cable Encased in 1.25" PVC)

Note:
Encasement to extend 6' beyond toe of fore slope
to 6' beyond toe of fore slope.

Typical Buried Cable Crossing
Bituminous or Concrete Roads

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

Prepared by Emily Zandt, Story County Planning & Development, 900 6th St., Nevada, Iowa 50201
Return to Story County Planning and Development

ORDINANCE NO. 269

AN ORDINANCE AMENDING CHAPTER 85 GENERAL PROVISIONS AND DEFINITIONS AND CHAPTER 90 CONDITIONAL USES OF THE STORY COUNTY CODE OF ORDINANCES (PROPOSED AMENDMENTS SUBMITTED BY BRADLEY PERKINS TO PERMIT PERMANENT CABINS IN COMMERCIAL CAMPGROUNDS), REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HERewith AND ESTABLISHING AN EFFECTIVE DATE.

BE IT HEREBY ORDAINED by the Board of Supervisors of Story County, Iowa;

- Section 1: The purpose of this ordinance is to amend Chapter 85 General Provisions and Definitions by adding a definition for "Commercial Cabin" and revising the definition of "Travel trailer park, Commercial campground" to replace "portable housing" with "lodging" and permitting cabins to be constructed in accordance with Chapter 90.10(1) and allowing year-round occupancy of cabins only and amending Chapter 90 Conditional Uses for Commercial Campgrounds and Travel Trailer Parks to replace "B. Maximum Density" with "Maximum Area Impacted" to limit the amount of impervious surface on a site to 35% of the total site and adding an additional supplemental standard (H) permitting the construction of cabins and limiting occupancy to no more than 30 consecutive days, as shown in Attachment A, in the manner authorized by the *Code of Ordinances, Story County, Iowa*.
- Section 2: All other ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.
- Section 3: This ordinance is in full force and effect from and after its adoption and publication as provided by law.
- Section 4: If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.
- Section 4: This ordinance shall be effective after its final passage, approval and publication of the ordinance or a summary thereof, as provided by law.

Action upon FIRST Consideration: Approved
DATE: February 20, 2018

Moved by: Chitty
Seconded by: Olson
Voting Aye: Chitty, Olson, Sanders
Voting Nay: None
Not Voting: None
Absent: None

Action upon SECOND Consideration: Approved
DATE: February 27, 2018

Moved by: Chitty
Seconded by: Olson
Voting Aye: Chitty, Olson, Sanders
Voting Nay: None
Not Voting: None
Absent: None

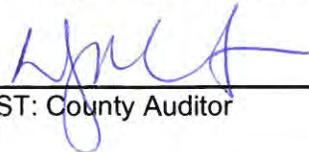
Action upon THIRD Consideration: Waived
DATE: March 13, 2018

Moved by: _____
Seconded by: _____
Voting Aye: _____
Voting Nay: _____
Not Voting: _____
Absent: _____

ADOPTED THIS 27th day of February, 2018.



Story County Board of Supervisors



ATTEST: County Auditor

Attachment A

Chapter 85. General Provisions and Definitions

31. “Cabin, commercial” – a building with walls, roof, and entrance used for temporary overnight lodging at a commercial campground. A cabin shall not be considered a dwelling.

2278. “Travel trailer park, commercial campground” means: Any lot, parcel, or tract of land permitted and used or offered for use in whole or in part, with or without charge, for the parking of occupied travel trailers, pickup campers, converted buses, motor homes, tent trailers, tents, or similar devices used for temporary ~~portable housing~~ lodging. Such use shall be permitted during the months of May, June, July, August, and September. During the months of October through April, the use shall not exceed 30 days’ duration, and shall be solely for living and/or sleeping purposes-, however cabins may be occupied year-round. The construction of cabins is permitted in accordance with Chapter 90.10 (1).

Chapter 90.10 Supplemental Standards for Conditional Uses

1. Commercial Campgrounds and Travel Trailer Parks

- A. Minimum Area: two net acres. (Ordinance No. 184)
- B. ~~Maximum Density: 20 unit spaces per gross acre of park site.~~ Maximum Area Impacted: No more than 35% of the site shall be developed with impervious surface which may include, but is not limited to: drives, parking areas, walkways, unit spaces, cabins, recreation areas, community buildings, and other related structures.
- C. Drives: 18 feet in width if one-way or 25 feet in width if two-way, and provided with a smooth, hard and dense surface that shall be durable and well drained under normal use and conditions.
- D. Screening: Rear and/or side yards shall be screened from adjacent property by a planting screen not less than 10 feet in width and six feet in height or by a fence, wall, berm or other comparable means.
- E. Common Services Building: There may be common facility service buildings that provide laundry facilities, sanitary facilities, recreational facilities, non-automotive commercial uses

supplying essential goods or services primarily for the use of subject park users; also, park management buildings, community buildings, one dwelling unit to be occupied by the owner or administrator, and other uses of a similar nature. All such buildings shall be located within the central park area and shall be primarily for the use of the park occupants.

F. Off-Drive Parking: One parking space for, and within the area of, each unit space.

G. E911 addresses shall be posted for each site in accordance with the requirements of Story County Ordinance No. 161 (as amended).

H. Cabins may be constructed and rented to the general public as an alternative to tents, RV's or travel trailers. Guests staying in cabins may not stay more than 30 consecutive days.



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

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

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Emily Zandt, Planner
RE: ORD01-17 Perkins Code of Ordinance Text Amendment
DATE: February 27, 2018

Background on Request

On December 18, 2017, the applicant submitted a Code of Ordinance text amendment application proposing to amend Chapter 90.10 Supplemental Standards for Conditional Uses (1) Commercial Campgrounds and Travel Trailer Parks to allow permanent cabins which are not currently permitted in the Story County Land Development Regulations. The need to request the text amendment came about through the applicant's Conditional Use Permit (CUP) submittal for a proposed commercial campground, bed and breakfast, and event venue on the property located at 5500 240th Street submitted on November 21, 2017. At the request of Planning and Development Staff, the County Attorney's representative reviewed the proposal and recommended the applicant request an amendment to the County Land Development Regulations to allow cabins.

Since the initial submittal of the CUP application, the applicant resubmitted a revised CUP application including the bed and breakfast and event venue and removing the request for the commercial campground. In order to permit a commercial campground on the property, an amendment to the Ames Urban Fringe Land Use Framework Map was required, as the property is designated Urban Residential. The Ames City Council denied the property owner's request to submit an Ames Urban Fringe Plan Land Use Framework Map Amendment for this property to designate part of the property Parks and Recreation to allow commercial campgrounds.

First Proposed Text Amendment:

H. Cabins: There may be cabins for rent to the public as an alternative to tents, RV's or travel trailers. Cabins shall be equipped with bathroom including water closet, lavatory, and shower for cabin occupants. Cabins may include a small kitchenette with refrigerator, kitchen sink, and small residential sized stove for occupant cooking. Cabins built in accordance with the International Energy Conservation Code that are insulated and contain permanent heating and cooling systems shall be eligible for year-round operation.



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The original recommendation by Planning and Development Staff was denial of the proposed text amendment for the following reasons:

1. The intent of the existing ordinance is to accommodate temporary and portable housing for a limited time period through the camping season and less time in the winter months.
2. The applicant's request to amend the ordinance to add cabins in a commercial campground is the only request the Planning and Development Staff has received. This request is specific to the applicant's goals in acquiring the McCay property located at 5500 240th Street and operating a commercial campground among other stated uses.
3. Permanent cabins could create significant potential impacts on environmentally sensitive areas and would substantially alter the natural landscape.

At their meeting on January 3, 2018, the Story County Planning and Zoning Commission referred the proposed text amendment back to the applicant and staff for further review and modification.

Comments by the Planning and Zoning Commission at the meeting were as follows:

- Focus on the temporary use aspect
- Limit duration of stay
- Limit duration of operation (prevent cabins from becoming the same as or similar to single-family residential subdivision development)
- Limit square footage
- Limit number of permanent cabins per acre
- Limit number of occupants or occupants per acre
- Definition of Cabin
- Modify definition of Travel Trailer Parks, Commercial Campground

Revised text amendment submittal by the Applicant

Based on the comments made by the Planning and Zoning Commission at their January 3, 2018 meeting, the applicant revised the proposed amendment, as seen below:

Second Proposed Text Amendment:

H. Cabins: There may be cabins for rent to the public as an alternative to tents, RV's or travel trailers. Cabins shall be equipped with bathroom including water closet, lavatory, and shower for cabin occupants. Cabins may include a small kitchenette with refrigerator, kitchen sink, and small residential sized stove for occupant cooking. Cabins



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built in accordance with the International Energy Conservation Code that are insulated and contain permanent heating and cooling systems shall be eligible for year-round operation. Guests staying in cabins may not stay more than 30 consecutive days. Maximum cabin occupancy may not exceed 40 guests per gross acre of park site.

Final Proposed Text Amendment

Planning and Development Staff reviewed the revised text amendment and collaborated with the applicant, incorporating feedback from the Planning and Zoning Commission and the Interagency Review Team, and drafted the following proposed ordinance for the Planning and Zoning Commission to consider at their February 7, 2018 meeting and ultimately for consideration by the Story County Board of Supervisors. The proposed language can be found in Attachment A of this memo. The proposed amendment includes:

- **Chapter 85. General Provisions and Definitions:**
 - The addition of a definition for “cabin, commercial”
 - The revision of the definition of “Travel trailer park, Commercial campground” to replace “portable housing” with lodging and permitting cabins to be constructed in accordance with Chapter 90.10 (1) and allowing year-round occupancy of cabins only.
- **Chapter 90.10 Supplemental Standards for Conditional Uses (1) Commercial Campground and Travel Trailer Parks**
 - Changing “B. Maximum Density” to “B. Maximum Area Impacted” to limit the amount of impervious surface on a site to 35% of the total site.
 - Adding an additional supplemental standard (H) permitting the construction of cabins and limiting occupancy to no more than 30 consecutive days.

Many of the viewpoints raised at the January 3, 2018 Planning and Zoning Commission meeting and in the Interagency Review comments are addressed in the current revised text amendment. Limiting the number of occupants is not included in the proposed text amendment because it is largely a function of building and fire codes. Story County has not adopted a building code and as such does not enforce a building code in any of its structures. Additionally, limiting the number of occupants is difficult to regulate.

The current revised text amendment is supported by the applicant and Story County Planning and Development Staff.



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Recommendation

Story County Planning and Zoning Commission recommended approval of ORD01-17, the Final Proposed Text Amendment included as Attachment A, to the Story County Board of Supervisors

Action by the Board of Supervisors

The Story County Board of Supervisors approved the first consideration of Ordinance No. 269 at their meeting on Tuesday, February 20, 2018. Second Consideration was set for February 27, 2018. Direction was provided to Planning and Development Staff to work through the amendment process following adoption of the Ordinance No. 269 to limit the number of days per calendar year a guest may stay in a commercial cabin.

Alternatives

The Story County Board of Supervisors may consider the following alternatives:

- 1) **The Story County Board of Supervisors approves the second consideration of the Code of Ordinance Text Amendment (Ordinance No. 269), as put forth in case ORD01-17.**
- 2) The Story County Board of Supervisors approves the Code of Ordinance Text Amendment (Ordinance No. 269), as put forth in case ORD01-17 with additional amendments.
- 3) The Story County Board of Supervisors denies the Code of Ordinance Text Amendment (Ordinance No. 269), as put forth in case ORD01-17.
- 4) The Story County Board of Supervisors defers the Code of Ordinance Text Amendment (Ordinance No. 269), as put forth in case ORD01-17, and requests the applicant and/or staff to further review and/or modify the application, and directs staff to place this item on a future Board of Supervisors meeting agenda for consideration.



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

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Attachment A

Proposed Amendment to the Code of Ordinances:

Chapter 85. General Provisions and Definitions

31. Cabin, commercial – a building with walls, roof, and entrance used for temporary overnight lodging at a commercial campground. A cabin shall not be considered a dwelling.

2278. “Travel trailer park, commercial campground” means: Any lot, parcel, or tract of land permitted and used or offered for use in whole or in part, with or without charge, for the parking of occupied travel trailers, pickup campers, converted buses, motor homes, tent trailers, tents, or similar devices used for temporary ~~portable housing~~ lodging. Such use shall be permitted during the months of May, June, July, August, and September. During the months of October through April, the use shall not exceed 30 days’ duration, and shall be solely for living and/or sleeping purposes, however cabins may be occupied year-round. The construction of cabins is permitted in accordance with Chapter 90.10 (1).

Chapter 90.10 Supplemental Standards for Conditional Uses

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 - A. Minimum Area: two net acres. (Ordinance No. 184)
 - ~~B. Maximum Density: 20 unit spaces per gross acre of park site.~~ B. Maximum Area Impacted: No more than 35% of the site shall be developed with impervious surface which may include, but is not limited to: drives, parking areas, walkways, unit spaces, cabins, recreation areas, community buildings, and other related structures.
 - C. Drives: 18 feet in width if one-way or 25 feet in width if two-way, and provided with a smooth, hard and dense surface that shall be durable and well drained under normal use and conditions.
 - D. Screening: Rear and/or side yards shall be screened from adjacent property by a planting screen not less than 10 feet in width and six feet in height or by a fence, wall, berm or other comparable means.
 - E. Common Services Building: There may be common facility service buildings that provide laundry facilities, sanitary facilities, recreational facilities, non-automotive



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commercial uses supplying essential goods or services primarily for the use of subject park users; also, park management buildings, community buildings, one dwelling unit to be occupied by the owner or administrator, and other uses of a similar nature. All such buildings shall be located within the central park area and shall be primarily for the use of the park occupants.

- F. Off-Drive Parking: One parking space for, and within the area of, each unit space.
- G. E911 addresses shall be posted for each site in accordance with the requirements of Story County Ordinance No. 161 (as amended).
- H. Cabins may be constructed and rented to the general public as an alternative to tents, RV's or travel trailers. Guests staying in cabins may not stay more than 30 consecutive days.

Story County Planning and Development

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

0809-11

TEXT, ZONING, AND C2C PLAN AMENDMENTS



1. Property Owner*

(Last Name) McCoy Trust
 (First Name) Wanda
 (Address) 3016 Buchanan Dr
 (City) Ames (State) IA (zip) 50010
 (Phone) 515-520-2312 (Email) _____

2. Applicant (if different than owner)

(Last Name) Perkins
 (First Name) Bradley
 (Address) 1644 T Ave
 (City) Mediapolis (State) IA (zip) 50156
 (Phone) 515-210-9099 (Email) bradperkins@perc.com

3. Property Address 5500 24th St, Ames

Parcel ID Number(s) _____

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 by signature of this application.

Property Owner Signature Wanda McCoy Trust Date 12/10/17 Applicant Signature Bradley Perkins Date 12/11/17

Code of Ordinances (Text)

Amended Section(s): _____

Submittal Requirements:

- Attend conceptual review meeting**
- Filing Fee (required prior to processing): \$325
- Proposed text language showing red-lines & strikeouts of the proposed changes
- Written narrative explaining justification for proposed amendment and conformance to the standards for approval outlined in Section 92.07 of the Story County Code of Ordinances

Official Zoning Map (Rezoning)***

Current District: _____

Proposed District: _____

Submittal Requirements:

- Attend conceptual review meeting**
- Filing Fee (required prior to processing): \$350
- Legal description of area to be amended (submit as Word document)
- Written narrative explaining justification for proposed amendment and response to the standards for approval outlined in Section 92.06(2) of the Story County Code of Ordinances
- All submittal requirements as outlined in Section 92.06(3) of the Story County Code of Ordinances

Cornerstone to Capstone Plan***

Current Designation: _____

Proposed Designation: _____

Submittal Requirements:

- Attend conceptual review meeting**
- Filing Fee (required prior to processing): \$350
- Legal description of area to be amended (submit as Word document)
- Written narrative explaining existing and proposed plan designations, as well as justification for amendment

STORY CO. PLANNING & DEVELOPMENT

RECEIVED

DEC 11 2017

**Prior to submittal of a Text, Zoning, or C2C Plan Amendment application, see conceptual review application and deadline on Planning and Development website.
 ***If applying for Zoning and C2C Plan Amendments, only 1 filing fee is required.

Receipt No. 587108442
 Receipt Amount \$333.71

5
 PRE

Transmittal

PROJECT: Story CCB-ISU Research Park Greenbelt Pa
 DATE: 2/19/2018
 SUBJECT: TELC BP#2 100% Documents
 VIA: Info Exchange
 PURPOSE: For your use and distribution

TO:	COMPANY / ADDRESS	PHONE
Michael Cox mcox@storycountyiowa.gov	Story County, IA Conservation Board McFarland Park 56461 180th Street Ames, IA 50010-9451	515.232.2516
RWiemold@storycountyiowa.gov RWiemold@storycountyiowa.gov		

FROM:	COMPANY / ADDRESS	PHONE
Luke Monat lmonat@shive-hattery.com	Shive-Hattery, Inc. 4125 Westown Parkway Suite 100 West Des Moines, IA 50266-598	515.223.8104x4383

REMARKS: Mike and Ryan,

Use the links provided to download a copy of the 100% Documents for TELC BP#2.
 Also included is an updated cost opinion for the proposed work.

We understand that these will be made available to contractors starting on 2/27
 pending any changes to schedule by you. I'll plan to call you to discuss tomorrow.

Let us know if there are any questions or issues with the download.

Luke Monat, PE
 Civil Engineer
 Shive-Hattery, Inc.
 4125 Westown Parkway | Suite 100 | West Des Moines, IA 50266
 515.223.8104 | Direct: 515.422.5527 | Cell: 515.422.4834

SHIVE-HATTERY
ARCHITECTURE+ENGINEERING

[Send Me Files](#)

APPROVED **DENIED**
 Board Member Initials: LM
 Meeting Date: 2-27-18
 Follow-up action: _____



Transmittal

DATE: 2/19/2018

DESCRIPTION OF CONTENTS

QTY	DATED	TITLE	NOTES
1	2/19/2018	2018-02-19 100% BP#2 Plans.pdf	
1	2/19/2018	2018-02-19PTELC_BP2_TrailPaving&ParkAmenities_ProjMan.pdf	
1	2/19/2018	2018-02-19 100% BP#2 Cost Opinion.pdf	

COPIES:

Holly Reid
Blake Peterson

Shive-Hattery, Inc.
Shive-Hattery, Inc.

When electronic files are a part of this transmittal, upon opening the electronic file, the recipient agrees to Shive-Hattery's Terms and Conditions For Use. A copy can be found at: <http://www.shive-hattery.com/pdf/EFT-TermsAndConditions.pdf>. In the event that the recipient does not have internet access or the link is not available, please contact the sender for a copy.



Contract for
Hosted Online Index Books

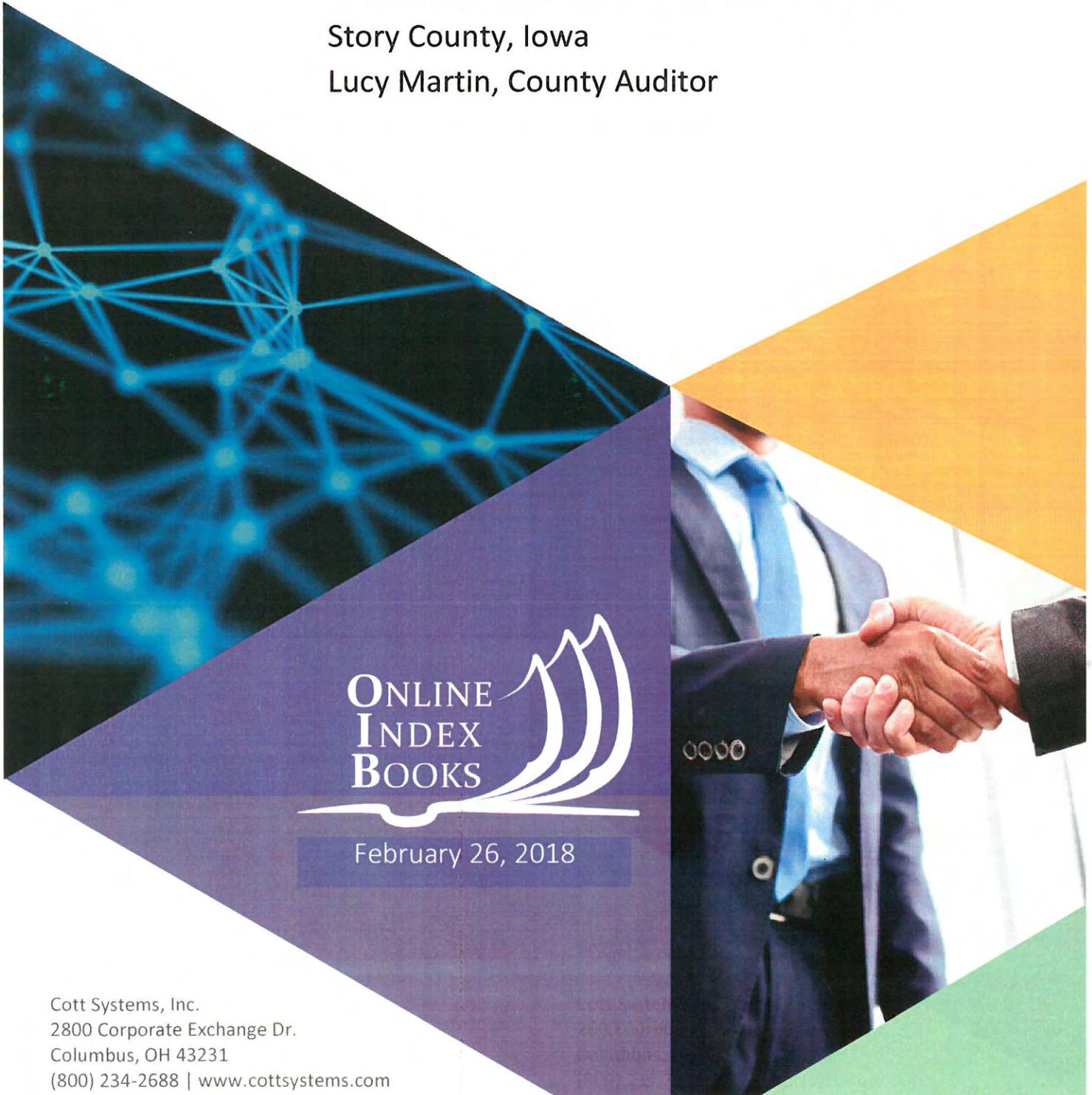
Story County, Iowa
Lucy Martin, County Auditor

ONLINE
INDEX
BOOKS



February 26, 2018

Cott Systems, Inc.
2800 Corporate Exchange Dr.
Columbus, OH 43231
(800) 234-2688 | www.cottsystems.com





MASTER AGREEMENT FOR PRODUCTS AND SERVICES

This **Master Agreement for Products and Services** ("Master Agreement") is by and between Cott Systems, Inc., an Ohio Corporation with principal offices at 2800 Corporate Exchange Drive, Suite 300, Columbus, Ohio 43231 ("Cott") and County Auditor, Story County, Iowa ("Customer").

Cott will provide, and Customer will acquire, the products and services described in any applicable Addendum(s) to be executed by the parties. One or more Addendum(s) may be executed at any time during the term of this Master Agreement and will become part of, and be incorporated in, this Master Agreement at the time of execution.

TERMS AND CONDITIONS

- 1. Term.** This Master Agreement will begin when it is signed ("Executed") by Customer and Cott and will continue to be binding until the Master Agreement and all Addendums have expired or terminated.
- 2. Construction and Interpretation.** Subject headings are for convenience only. They do not define, limit or describe the scope or intent of the provisions of the Master Agreement. The Master Agreement, and any Addendum(s) shall be deemed to have been prepared jointly and any ambiguity shall not be interpreted against any party and shall be interpreted as if each of the parties had prepared the Master Agreement or Addendum(s). Statements set forth in any preamble or recitals are made for the purpose of providing background information. Such statements do not constitute representations, warranties or covenants of the parties.
- 3. Conditions.** The Master Agreement, any Addendum(s) Executed by Cott and Customer, any attachments or exhibits thereto and these Terms and Conditions constitute the complete and exclusive agreement between Cott and Customer with regard to their subject matter, and supersede all prior or contemporaneous agreements, understandings, discussions or representations. The Master Agreement, any Addendum(s), may not be modified or amended except in writing signed by Cott and Customer. Acceptance of the offer presented by this Master Agreement, any Addendum(s), is limited to the terms set forth herein. The terms of this Master Agreement, including any Addendum(s), and Order Summary may not be edited or modified in any manner prior to signing by Customer. Any additional or different terms added to this Master Agreement, or any Addendum(s), by Customer will be considered proposals for additional terms to the contract and are hereby rejected, unless expressly accepted by Cott in writing prior to performance hereunder. Any term or provision of the Master Agreement that is invalid or unenforceable shall not affect the validity or enforceability of its remaining terms or provisions. No waiver of any term or provision will be effective unless in writing. No such waiver will be deemed a waiver of any subsequent default under the same or any other term or provision. Nothing herein expressed or implied is intended or shall be construed to give any person

other than the parties hereto any rights or remedies. The Master Agreement, any Addendum or part thereof, may be executed in counterparts, each of which when so Executed shall be deemed to be an original.

4. **Authority.** By execution of this Master Agreement, or any Addendum(s), Customer represents and warrants that this Master Agreement and Addendum(s), as the case may be, has been properly approved and authorized in accordance with the laws, rules, regulations and procedures governing Customer, and that the person(s) signing on behalf of Customer are authorized to bind Customer to the terms and conditions thereof.
5. **Confidentiality.** "Confidential Information" means any object code and machine-readable copies of any Cott software, written materials ("Documentation"), information, specifications, trade secrets, viewable pages, screen shots or other images of the "Service" (software, products, and services provided by Cott) covered in any Addendum intended for use or viewing only by employees of Customer (as opposed to the public at large) and any other proprietary information supplied to the Customer by Cott. Customer acknowledges that the Confidential Information constitutes valuable trade secrets and agrees that it will use the Confidential Information solely in connection with its internal use of the Service and will not disclose, or permit to be disclosed, the Confidential Information to any third party without Cott's prior written consent unless required by law or a court of competent jurisdiction.
6. **Patent and Copyright Indemnification.** Cott will defend at its expense any action brought against Customer based upon a claim that the Service provided in any Addendum infringes any patent, copyright, trade secret or other proprietary right of any third party and pay any costs and damages finally awarded against Customer in such action, which are attributable to such claim, provided that Customer notifies Cott within fifteen (15) business days in writing of the claim and Cott is given the opportunity of fully participating in the defense and/or agrees to any settlement of such claim. Such indemnity, however, is specifically exclusive of any such claims which arise or result from the misuse of the Service; the use of the Service in combination with software not delivered or furnished by Cott; or use of the Service in the manner for which the same was neither designed nor contemplated. If Customer, as a result of a dispute regarding a proprietary right, is required to cease using the Service, Cott shall either (i) modify the Service so that Customer's use hereunder ceases to be infringing or wrongful, or (ii) procure for Customer the right to continue using the Service. If, after reasonable efforts, Cott is unable to achieve either (i) or (ii) above, either party shall have the right to terminate the affected Addendum upon thirty (30) calendar days written notice to the other.
7. **Indemnity.** Where permitted by applicable law, Customer agrees to indemnify and hold harmless Cott and its employees and agents from and against any claims, causes of action, losses, damages, costs or expenses (including reasonable attorneys' fees) arising out of or relating to the use of Customer's system by third parties and end-users.

8. **Assignment; Successors.** This Master Agreement, and any Addendum, will be binding upon and inure to the benefit of the parties hereto, and, except as otherwise specifically provided in the Master Agreement, their respective successors, and assigns; provided, however, that neither the Master Agreement and Addendum(s), nor any rights under the Master Agreement or Addendum(s), may be assigned, transferred, or encumbered by Customer, directly or indirectly, without, Cott's prior written consent. Cott may assign this Master Agreement or Addendum(s), or any interest herein, in connection with the transfer of substantially all of the assets or equity interest of Cott or one of its lines of business.
9. **Electronic Delivery.** This Agreement may be executed and delivered in counterparts (including by facsimile or other electronic transmission such as in .pdf or other electronic delivery format, any such delivery, an "Electronic Delivery"), all of which shall be considered one and the same agreement. This Master Agreement, to the extent delivered by Electronic Delivery, shall be treated in all manner and respects as an original agreement and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person including for evidentiary purposes.
10. **Payments; Late Charges; Taxes.** Unless otherwise specified, all payments are due, without setoff, within thirty (30) calendar days after the date of invoice. Late charges not to exceed three percent (3%) per month, may be assessed by Cott on past due accounts unless prohibited by local law. Furthermore, Cott has the right to end all services and support covered in any Addendum should payment become past due. Reinstatement of services and support may be available to Customer pending receipt of payment of all past due amounts plus any reinstatement fees. Cott's fees are exclusive of all sales, use and similar taxes which may be levied as a result of procuring Cott's Service by Customer, which taxes shall be the responsibility of Customer. If Customer is exempt from any tax, Customer shall provide Cott with a valid certificate of exemption.
11. **Notices.** Except as otherwise specified, any notice or other communication shall be in writing and deemed given when delivered in person, by: mail, fax, e-mail or other electronic means to Cott's headquarter in Ohio or Customer's offices and written confirmation of receipt is received, or two days after being sent by certified or registered United States mail, return receipt requested, postage prepaid, addressed to the party at the address set forth in the Master Agreement. Each party must notify the other party of any change in address for notices.
12. **Governing Law.** The validity, interpretation and enforcement of this Master Agreement and all Addendums shall be governed by Iowa state law.
13. **Warranty.** Other than any express warranties set forth in the Master Agreement or any applicable Addendum, **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE OR NONINFRINGEMENT.** Customer's sole and exclusive remedy for any failure of a product or service to conform to an applicable warranty shall be the repair of such product or refurbishing of such service according to the warranty. This exclusive remedy shall not have failed of its essential purpose. Customer specifically acknowledges that Cott's price for its Service is based upon the limitations of

Cott's liability as set forth in these Terms and Conditions. These limitations shall survive any finding that the exclusive remedy of Customer failed of its essential purpose.

14. **Limitation of Liability.** IN NO EVENT SHALL COTT BE LIABLE FOR LOST PROFITS OR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, LIQUIDATED OR PUNITIVE DAMAGES EVEN IF COTT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. In any event, Cott's liability in the aggregate shall not exceed the amount received by Cott from Customer under the Master Agreement during the Term of associated Addendum(s). No action under the Master Agreement may be brought by either party more than one year after the cause of action accrued, except that an action for nonpayment may be brought within one year after the date of last payment.
15. **Force Majeure.** Cott will not be liable for any delay or failure due to fire, explosion, action of the elements, strikes or other labor disputes, restrictions imposed by law, rules or regulations of a public authority, acts of military authorities, war, terrorist acts, riots, civil disturbances, solar flares, interruptions, or delays of utilities, telephone or telecom service, interruption of transportation facilities, and any other cause which is beyond the reasonable control of Cott, and which, by the exercise of reasonable diligence, Cott is unable to prevent. The happening of such Force Majeure will extend the time of performance to such extent as may be necessary to enable it to complete performance after the cause or causes of delay or failure have been removed.
16. **Material Breach by Customer.** Cott or Customer may terminate an Addendum if either party materially breaches an Addendum and fails to correct the breach within ten (10) business days following written notice specifying the breach. A "material breach" is defined as: a) Customer's violation of the Restriction of Use; b) Customer's unauthorized duplication of the Documentation; c) Customer's violation of its obligations with respect to Cott's Confidential Information; d) Customer's failure to timely pay Cott all sums due hereunder; e) Cott's failure to reasonably perform its obligations hereunder. Such termination shall not relieve Customer's obligation to pay all fees accrued or sums due and remaining unpaid under the Addendum.
17. **Early Termination.** Customer may terminate an Addendum by providing ninety (90) calendar days written notice to Cott. Customer shall pay one hundred percent (100%) of the sum of the remaining monthly fees for the then-current term as liquidated damages and not as a penalty. Cott will cease providing the Service as described in the Addendum on the last day of the monthly term that occurs ninety (90) calendar days after Cott's receipt of the termination notice.
18. **Service Renewal.** Customer will be provided a new Agreement with any adjusted fees at least ninety (90) calendar days prior to the expiration of the then current term. If a new Agreement has not been executed prior to the expiration of the then current term, this Agreement and all corresponding Addendums will automatically renew for successive one-year terms at a fee increase not to exceed ten percent (10%) of the current fees. Customer may elect not to renew by providing Cott written notice of non-renewal at least ninety (90) calendar days prior to the scheduled expiration of the then current term.

- 19. **Order of Precedence.** Where possible, the terms of this Master Agreement and the terms of each Addendum will be construed consistently. Where not possible, the terms of this Master Agreement will control unless specifically preempted by the terms of an Addendum, in which case the Addendum will control.
- 20. **Non-Solicitation.** Customer agrees not to encourage or solicit any employee to leave Cott's employment or to hire Cott employees while this Master Agreement is in effect and for a period of three (3) years after expiration.

The Terms and Conditions, attached hereto, govern the provision of products or services by Cott under this Master Agreement and any Addendum executed by Cott and Customer. Cott and Customer have executed this Master Agreement to be effective as of the date it is signed by both Cott and the Customer.

County Auditor, Story County, Iowa

(County, Parish, Town)

COTT SYSTEMS, INC.

Deborah A. Ball 2/26/2018
(Signature) (Date)

Deborah A. Ball
(Print Name)

Chief Executive Officer
(Print Title)

Jane E. Miller
(Initials)

CUSTOMER

[Signature] 2/27/18
(Signature) (Date)

Rick Sanders
(Print Name)

Board of Supervisors Chair
(Print Title)

[Signature]
(Initials)

Customer acknowledgement also required on additional page(s.)

Please digitally sign and initial; or print, sign, and initial original copy.

Once contract is signed, please fax or email the **entire** contract to Cott.

To: Cott Systems | ATTN: Finance Dept. | 1.866.540.1072 | contracts@cottsystems.com

ONLINE INDEX BOOKS HOSTED SERVICES ADDENDUM

This **Online Index Books Hosted Services Addendum** (“Addendum”) is by and between Cott Systems, Inc. (“Cott”) and its Customer (“Customer”) identified on the attached **Hosted Online Index Books Schedule** (“Schedule”) and is being executed under Cott’s **Master Agreement for Products and Services** in order for Cott to provide the software and services described herein.

- 1. Term.** The initial term of this Addendum will begin on the date this Addendum is entered into and continue for the Initial Service Term specified in the **Hosted Online Index Books Schedule**. The expiration shall occur on the last day of the month of the applicable anniversary of the Go-Live Date. For example, if the Go-Live Date is March 15, the initial term will expire March 30 of the applicable year.
- 2. Services.** During the term, Cott will host and make available to Customer the service specified and described in the **Hosted Online Index Books Schedule** (the “Service”). The Service may be used only by current employees, staff, public searchers and authorized officials of the Customer and only in accordance with any use limitations specified (collectively, the “Limitations on Use”). Cott will make available through the Service online user help instructions and provide written materials as deemed applicable by Cott in connection with the deployment of the Service (the “Documentation”).
- 3. Customer Link.** Customer is responsible for procuring and maintaining a high capacity internet service line and any specified security measures according to the specifications (the “Customer Link”) in order to ensure proper transmission of the Service. Customer is required to have current anti-virus protection on all workstations that update the Hosted System. Cott relies on the Customer during the initial implementation and throughout the service term to verify from time to time that their internet service is properly functioning. Wireless connections in Customer’s office are not supported.
- 4. Data Presented.** While the Service allows for excluding certain data from being viewable when accessing the Hosted System, Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information. Cott exercises no control over, and specifically rejects any responsibility for the form, content, accuracy or quality of information of the Customer passing or obtained through or resident on the Hosted System. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing of the Customer’s data and images on the Hosted System. Customer will be responsible for implementing and carrying out such standards, and Customer is responsible for any data input errors. Customer will permit Cott to include in the viewable portion of Customer’s website customary terms of use applying to Customer’s end-users, and any provisions reasonably required by Cott from time to time.
- 5. Customer’s End-Users.** . Customer will support all queries and training required by Customer’s end-users. Customer’s end-users are not covered by this Service or by Cott Customer Support. This includes, though not limited to, public searchers and internet users of Customer’s system. Customer is responsible for establishing, managing and monitoring accounts with such end-users and will require

all end-users to agree to and abide by terms of use containing terms reasonably acceptable to Cott in connection with the use of Customer's system. Cott and Customer agree that end-users are not permitted to copy data and images in a bulk scraping fashion using a software program (aka data mining). Cott cannot control or eliminate such activity though does take reasonable steps to monitor against and block such activity to protect both parties' internet bandwidth capacity and the Customer's data and images.

6. **Ownership of Service and Data.** Nothing in this Addendum shall be construed to grant Customer any ownership right in the Service, Cott's software or the Documentation. Cott and Customer agree that Cott is the owner of the Service. Customer is the owner of the Customer's data on the Hosted System. Customer owns all rights and privileges to such data and Cott will not remarket or claim ownership in it.
7. **Disclaimer of Warranty.** COTT DISCLAIMS ANY AND ALL RESPONSIBILITY OR LIABILITY FOR THE ACCURACY, CONTENT, DISCLOSURE, COMPLETENESS, LEGALITY OR RELIABILITY OF INFORMATION DISPLAYED AS A RESULT OF THE USE OF THE SERVICE. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, THE HOSTED SYSTEM OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY, COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE SERVICE, THE HOSTED SYSTEM OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.
8. **Service Availability.** Excluding certain conditions such as those listed below, Cott will provide 99.5% uptime for the Service. Conditions that are not covered under Service Availability include: a) Connectivity provided by Customer's internet service provider; b) Uptime/reliability of Customer's network; c) Uptime of Customer's hardware; d) Scheduled outages or Maintenance; e) Any problems with network providers, such as: network applications, equipment, omissions of network provider, local provider service interruptions. The above conditions are provided as examples and do not represent all possible conditions.
9. **Service Maintenance.** Regular maintenance of the Service by Cott is required. The maintenance time will be communicated to Customer and is completed during non-working hours, typically scheduled to occur at night and/or on the weekend. Cott also reserves the right to interrupt the Service for unscheduled maintenance when necessary and only interrupt the Service during normal work hours when absolutely necessary.
10. **Updates.** Customer will be required to accept updates, patches and new releases, whether to the Network Software or the Hosted System, that Cott deems necessary or desirable in order to maintain or optimize the performance of the Service.

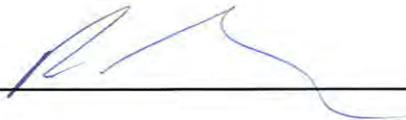
11. **Capacity of the Service.** The Service will be housed on servers and other equipment controlled and maintained by Cott (the “Hosted System”). The Capacity of the Service provided to Customer in this Addendum is impacted by a number of “Storage Factors” such as: the number of users, annual filing volume, number of instruments, images, and number of Customer database transactions. If at any time Cott determines Customer has exceeded the Capacity of the Service by an increase in Storage Factors, Cott reserves the right to increase Customer’s fee accordingly. Cott will inform Customer of the price increase prior to issuing an invoice.
12. **Security and Data Protection.** Cott implements numerous security and data protection procedures within Cott’s data center to protect Customer’s data. These procedures include: a) Active/passive firewall configuration to prevent unapproved port access; b) Use of core configuration to reduce server security attack surface; c) Host Intrusion Detection System (HIDS) to monitor suspicious activity; and, d) Backup strategies storing multiple copies of Customer’s data on varied technology solutions at different locations. While Cott is diligent in using multiple procedures to prevent unauthorized access to protected data, Customer acknowledges that it is virtually impossible to eliminate this risk one-hundred percent (100%) of the time due to the public nature of the internet.
13. **Defect Warranty.** Cott warrants that the Service will perform as intended. Customer shall give Cott prompt notice of any defect. If Cott determines that the Service is defective and is covered by the warranty, Cott will remedy the deficiency. Cott will be afforded a commercially reasonable period of time to remedy the deficiency and will not be considered in breach if Cott commences to cure the deficiency within such period and diligently proceeds towards the remedy of the deficiency. The foregoing are Customer’s sole and exclusive remedies for breach of this warranty. This warranty is expressly contingent upon proper use and application of the Service at all times in accordance with the Documentation. The warranty does not apply if malfunctions or errors are caused by defects in Customer’s associated equipment, software or networks or a deficiency in the Customer Link.
14. **Implementation.** There will be a scheduled time for Cott to install the Service. Customer acknowledges that implementation delays requested by the Customer may cause Customer to incur additional fees.
15. **Training.** Cott will provide training to the Customer on the operation of the Service. Cott will make available through the Service online user help instructions and Documentation as deemed applicable by Cott in connection with deployment of the Service. Customer acknowledges that additional charges will apply for training requested by the Customer that is beyond what is outlined.
16. **Customer Support.** Cott’s Customer Support program is included in the hosted service offering and contains two elements as it relates to Cott provided products: 1) Cott provides customer support services and, 2) Cott provides software update services. Provided Customer is not then in breach of their contract or delinquent in payments, the Customer Support program provides Customer with unlimited phone support and unlimited remote connection support by way of a central contract person at the Customer site. The Customer Support program also entitles Customer to receive, at no additional charge, software patches (“Patches”) and software releases (“Releases”) to the current

version of any Cott software underlying the Service which increase the speed, efficiency or ease of operation of the Service. Patches typically are driven by Cott's Technical Support where the reported issue is deemed a 'bug'. Releases are a group of enhancements to the current version of the existing software modules and are evaluated by a Cott committee prior to development and implementation. Any hardware or equipment upgrades at Customer's site that are necessary in order to install and run the Releases will be the responsibility of the Customer.

17. **Fees.** Cost of the Service ("Fees") during the Term are specified on the **Hosted Online Index Books Schedule**. Ongoing Monthly Fees will begin on the first (1st) of the month following the date the Service is active ("Go-Live Date") and then will be subsequently invoiced in advance of services rendered. Customer acknowledges there is a limited time to implement the software and in the event not all the software is installed at the time of the initial implementation, Cott will begin invoicing Customer for the total fees for the all software specified in the **Hosted Online Index Books Schedule** within ninety (90) calendar days of the initial Go-Live Date.
18. **Standard Terms.** Cott's Master Agreement for Products and Services also applies to the provision of products and services by Cott under this Addendum and the terms of such Agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

The terms of this Addendum govern the provision of the Service by Cott under this Addendum and any Schedule executed by Cott and Customer hereunder. Schedules may be executed at any time during the term of this Addendum and will become part of and be incorporated in this Addendum.

X Customer Acknowledgement:



Date:

2/27/18

ADDENDUM FOR ONLINE INDEX SERVICES

This **Addendum for Online Index Services** ("Addendum") is by and between Cott Systems, Inc. ("Cott") and its Customer ("Customer") identified on the attached **Hosted Online Index Books Schedule** ("Schedule") and is being executed as an Addendum under Cott's **Master Agreement for Products and Services** in order for Cott to provide the service described herein.

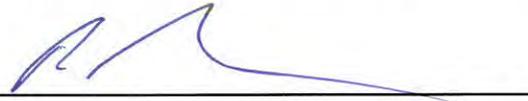
- 1. Service.** Cott will electronically capture, where applicable, and catalog pages from the index books and/or index cards and/or record books along with, where applicable, the associated key tables, sub index, charts or tabs, and create setout names, alphabetical breakdowns or numeric breakdowns for the index book pages and/or index cards where appropriate, as specified in the **Hosted Online Index Books Schedule**. The electronic pages of the book(s) will be examined for quality and readability, and pages will be numbered to allow for linkage between index book and/or index card entries and record book entries where applicable.
- 2. Source.** The source of index and record book images and/or index card images, may include, though is not limited to, microfilm, microfiche, aperture cards, CD/DVDs containing data in .TIF format and original hardcopy index and record books and/or index cards. Project efforts may include onsite scanning from original books and/or index cards, and if so, would be specified in the **Hosted Online Index Books Schedule**. While Cott will use reasonable efforts to provide a quality image, Customer is responsible for ensuring that the quality of captured index and record books pages and/or index cards is acceptable.
- 3. Fees.** The fees are set forth in the "Fees" and "Payments" sections of the **Hosted Online Index Books Schedule**.
- 4. Early Termination.** Customer may terminate this service and this Addendum by providing written notice to Cott. Cott is entitled to recover from Customer all fees associated with images processed or imported to the date that Cott receives the notice (even if Go-Live has not occurred yet).
- 5. Ownership.** Cott and Customer acknowledge the Customer owns all rights and privileges to the data made available through this service. Cott will not remarket or claim ownership of the data.
- 6. Data Presented.** While Cott's systems allow for excluding certain data from being viewable when accessing Customer's base system utilizing Online Index Books or Online Books. Customer acknowledges and agrees that Customer is responsible for complying with all applicable laws regulating the disclosure of private, sensitive or personal information. Cott exercises no control over, specifically rejects any responsibility for and will be held harmless from and against any liability for the form, content, accuracy or quality of information passing or obtained through or resident on the Online Index Books system or the Online Books. Customer is responsible for determining which records, fields, data, images or portions thereof, are available for searching or viewing. Customer will be responsible for implementing and carrying out such standards and any data input errors.
- 7. Disclaimer of Warranty.** **EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE DATA MADE AVAILABLE THROUGH THIS SERVICE OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE FUNCTIONALITY, PERFORMANCE, RELIABILITY,**

COMPLETENESS, TIMELINESS, SECURITY OR RESULTS OF USE THEREOF. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY SET FORTH HEREIN, NEITHER COTT NOR ANY OF ITS VENDORS WARRANTS THAT THE DATA OR THE OTHER PRODUCTS OR SERVICES PROVIDED BY COTT OR THE OPERATION THEREOF ARE OR WILL BE COMPLETE, ACCURATE, ERROR-FREE, UNINTERRUPTED OR SECURE OR MEETS OR WILL MEET CUSTOMER'S REQUIREMENTS.

8. **Standard Terms.** Cott's Master Agreement for Products and Services also applies to the provision of products and services by Cott under this Addendum and the terms of such Agreement are hereby incorporated by reference. The terms actually set forth in this Addendum will govern in the event of any conflict or inconsistency between its terms and the terms set forth in any other document between the parties.

The terms of this Addendum govern the provision of services by Cott under this Addendum and any Schedules executed by Cott and Customer hereunder from time to time.

X Customer Acknowledgement:



Date:

2/27/18

HOSTED ONLINE INDEX BOOKS SCHEDULE

1. **Online Index Books.** Contracts, Transfers, Town Lots. 38 books.
Online Index Books. Drainage Records. 22 books, 1882-1983.
Online Index Books with Records. Plats. 15 books. 200 slide cabinets.
2. **Index and Records Source.** Onsite scanning by Cott.
3. **Total Estimated Index Images:** 31,160.
4. **Total Estimated Record Images.** 2,000.
5. **Requirements.**
 - Customer must assign page numbers (1, 2, 3, 4) to every page in the Index books (every page between the front and back binder, including sub-index pages & tabs) to be used in identifying and tracking each image.
 - Cott will send a team on-site to the Customer's location to gather images utilizing Cott's On-site Scanning Process.
 - Cott will provide Resync: Quality Control for sequencing, and naming of images to match the actual numbers on the documents.
 - Cott will utilize digitizing settings that apply to the largest majority of the images during the data capture process.
6. **GB of Images.** 5 GB.
7. **User Licenses.** Unlimited search, rights to use software for term of contract.
8. **Deployment.** Hosted Deployment. Hosted (Internet) Search.
9. **Implementation.** Project management and service installation are included.
10. **Training.** Cott will provide (1) one live webinar training session, lasting up to (4) four hours, to you and your staff and Go-Live support. Trainees must be available during the designated training times as determined by Cott and Customer.

Data Access Permissions

Please check below the appropriate data access permissions:

- Staff Only.
- In office public search stations.
- County offices such as Recorder's office.
- Any internet users.
- Other, please explain: _____

Fees Initial Support/Service Term 60 months		\$61,625 and \$150 / mo.
Project Fee	\$37,435	
Image Fee	<u>\$24,190</u> ¹ – based upon estimated images	
Total Fee	\$61,625	

¹ Fees are based in part on the initial estimated number of images, which was prepared based on information provided from an on-site survey of the records. If the actual number of images processed is less than the estimate, Customer will be invoiced for an aggregate amount that is less than the total specified herein. If the actual number of images processed is higher than the initial estimate, additional image charges will apply that will be the responsibility of the Customer. Cott will notify Customer of any additional charges.

Schedule of Payments	Invoice upon receipt of signed contract	\$30,815
	Due upon subsequent invoices <u>Final invoice to be issued by June 1, 2018</u>	\$30,810 ²
	Invoice upon Go-Live Date (deployment)	\$150 / mo. ³

² Cott will issue subsequent invoice(s) until the project is complete. Invoice(s) will be issued to reflect project fee plus the actual number of images processed by Cott for the previous month. Invoice(s) may also be issued for the actual number of images imported by Cott for the previous month. Cott will apply any applicable credit on your account from the initial down payment.

³ For the month in which the Go-Live occurs, the Customer will be additionally invoiced upon the Go-Live Date for the monthly fee on a prorated basis from the Go-Live Date through the end of that month. For example, if Go-Live Date occurs on March 15, the Customer would be invoiced for period from March 15 through March 31. Thereafter, the monthly Maintenance fee will be invoiced in advance of services rendered.

TERM: the 60 month contract term to begin the 1st of month following the Go-Live Date.

Invoices are due within thirty (30) days of issue.

PLEASE NOTE:

The price of this offer is valid through 5/1/2018. After this date, this offer will be priced at the then current rate.

Customer to provide the following:

Access to Hardcopy Books, Cabinets.

Search Stations

Use one of the following supported browsers:

Internet Explorer 11

Microsoft Edge

Google Chrome

Mozilla Firefox

Broadband High Speed Access

*** If acquiring new hardware for Online Index Books please refer to the Resolution 3 hardware specifications sheet for guidance. If you have questions regarding equipment not listed there, please contact your sales representative for additional assistance.**

SERVICE LEVEL AGREEMENT FOR COTT SYSTEMS HOSTED SOLUTIONS

Service Level Commitment

Cott Systems commits to provide 99.5% uptime with respect to the Customer's Service during each month of the Term, excluding regularly scheduled maintenance times. Customer will be required to accept updates, patches and new releases, whether to the Network Software or the Hosted System, that Cott deems necessary or desirable in order to maintain or optimize the Service.

Certain conditions deemed to be not under Cott's control shall not be covered under this Service Level Agreement. These conditions include, but are not limited to:

- Connectivity provided by Customer's ISP (example, the customer link)
- Uptime or reliability of Customer's network
- Uptime of Customer's hardware
- Other scheduled outages
- Packet loss
- Problems with underlying network providers: network or applications, equipment of facilities, acts or omissions of any underlying network provider, any use or user of the service authorized by an underlying network provider, Force Majeure (see Addendum) or local access provider outages or service interruption.

Scheduled and Unscheduled Maintenance

Regularly scheduled maintenance does not count as downtime. Maintenance time is regularly scheduled if it is communicated in accordance with the notice section set forth below at least two full business days in advance of the maintenance time. Regularly scheduled maintenance time will typically be scheduled a week in advance, scheduled to occur at night on the weekend, and take less than 10 hours per quarter. Cott Systems provides notice that every Sunday night from 10:00 PM - 10:30 PM EST is reserved for routine scheduled maintenance as needed.

Cott Systems reserves the right to take down the service for unscheduled maintenance at any time. Such unscheduled maintenance will be counted against the uptime guarantee.

Updates and Notices

This Service Level Agreement may be amended by Cott Systems only after providing 30 days advance notice. Notice will be communicated to the person designated as Administrator of your system or of your Cott System's account. Notices will be delivered by e-mail, or on the authentication screen of your software portal.

Customers to accept /receive updates as Cott deems necessary to appropriately maintain & optimize the hosted environment. This will help us keep Customers on the same version in this environment.

Customer is responsible for antivirus protection on stations that update the hosted site with index data and/or images.

CUSTOMER SUPPORT EXHIBIT

Customer Support Structure

Our automated system directs incoming Customer calls to the appropriate Customer Support Specialist. Customer Support is organized into product centric teams. This structure allows each Specialist to develop expertise in a concentrated area of Cott's vast offerings. Team members are encouraged to work together to resolve issues and use all resources available to answer your questions timely and accurately.

Contacting Customer Support

Cott Customer Support is available using any of the follow methods:

- **Toll free hotline: 800-588-COTT**
- Cott- in-house personnel are available during normal business hours:
 - **Monday through Friday, 7:00 am through 6:00 pm, Eastern Time, excluding holidays.**
 - **Voicemail:** During business hours or after business hours, Cott Customers always have the option of leaving a voice mail message for the Customer Support Team. Voicemail is checked every hour during normal business hours.
- **Email: support@cottsystems.com**
 - During normal business hours, a Customer Support Representative reads email sent to this address within one hour of receipt.
- **Fax: 866-540-1072**

Escalation Procedures

If you are not satisfied with the service provided by Cott's Customer Support Specialists, please let us know. We have weekly meetings to discuss Customer input and determine what is needed to improve our support processes. Please contact Cott's Customer Support Manager to discuss matters of concern:

- **Customer Support Manager**
Tonia Derksen
Office: 800-234-COTT, Ext. 365
Email: tderksen@cottsystems.com

If your issue is still not being resolved to your satisfaction, please inform our President or CEO:

- **President**
Mark Hellbusch
Office: 800-234-COTT, Ext. 251
Email: mhellbusch@cottsystems.com
- **CEO**
Deborah Ball
Office: 800-234-COTT, Ext. 255
Email: dball@cottsystems.com

Customer Support Service Levels

All Customer issues are recorded and responded to using service level (priority) criteria. The table below depicts Cott's current service level categories.

Definition of Terms:

Respond Time: The time it takes to assign the issue to a Customer Support specialist.

Resolve Time: The time it takes to completely resolve the issue.

Resolve times are estimated for items that can be resolved between the Customer and our Support team. An issue that requires changes to our application software must go through Development and Quality Assurance teams and takes longer to resolve. Times vary depending on the circumstances (i.e. complexity, connectivity, 3rd party support, etc.).

Level	Definition	Estimated Respond & Resolve Times	Examples
Priority 1 (High)	Problem/Request that is significantly impacting office workflow to the point of zero productivity; there is no workaround.	0-30 min. Respond 0-6 hrs. Resolve	Server is not functioning. Customer cannot record documents. Search is not working. Indexing viewable but images are not in eSearch.
Priority 2	Problem/Request significantly impacts office workflow; generally there is a workaround. Issue involves data integrity.	0-2 hrs. Respond 0-3 Days Resolve	Search is inaccurate. Backup is not functioning. Auto Redaction is not working. eRecording errors. Unable to balance fees.
Priority 3	Problem/Request has minimal impact on office workflow.	0-1 Day Respond 0-5 Days Resolve	Error that still allows the office to work. Able to print but printing on wrong printer. Incident request from Customer.
Priority 4	General inquiries not impacting office workflow.	0-5 Days Respond 0-30 Days Resolve	Customer needs assistance when issue reoccurs. Waiting to duplicate error.
Priority 5 (Low)	Change / Enhancement requests. Or, other types of requests that require careful planning or significant resource time.	To Be Determined	Enhancement requests. Problem is resolved, want to leave it open to monitor.



STORY COUNTY

Facilities Management

JOBY BROGDEN

Director
515.382.7401

JON EICKHOLT

Assistant
515.382.7402

Story County Administration
900 6th St.

Nevada, Iowa 50201
515.382.7404 FAX

DATE: February 20, 2018

TO: Board of Supervisors

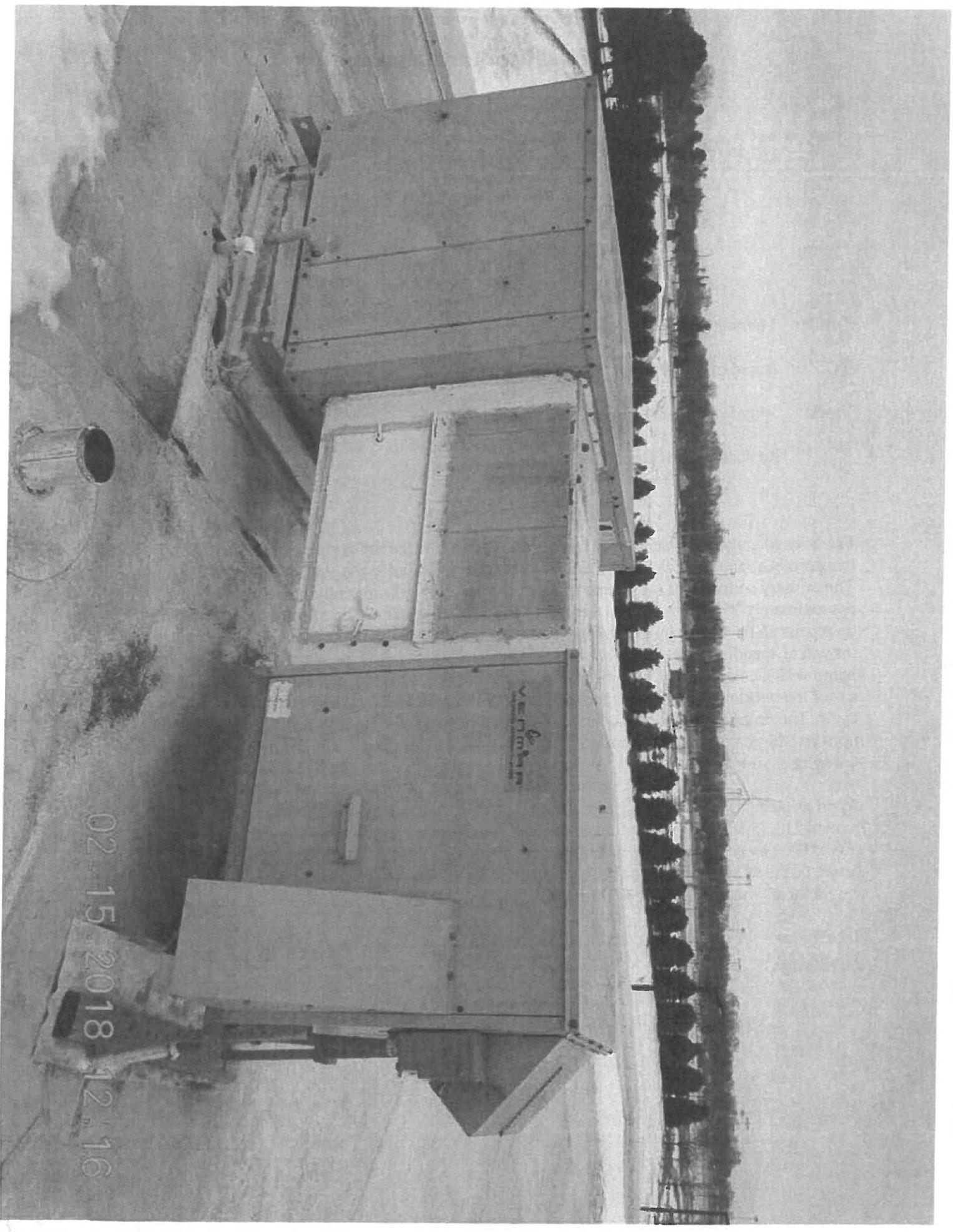
From: Joby J. Brogden 

RE: Replacement of Roof Mounted Heat Pump

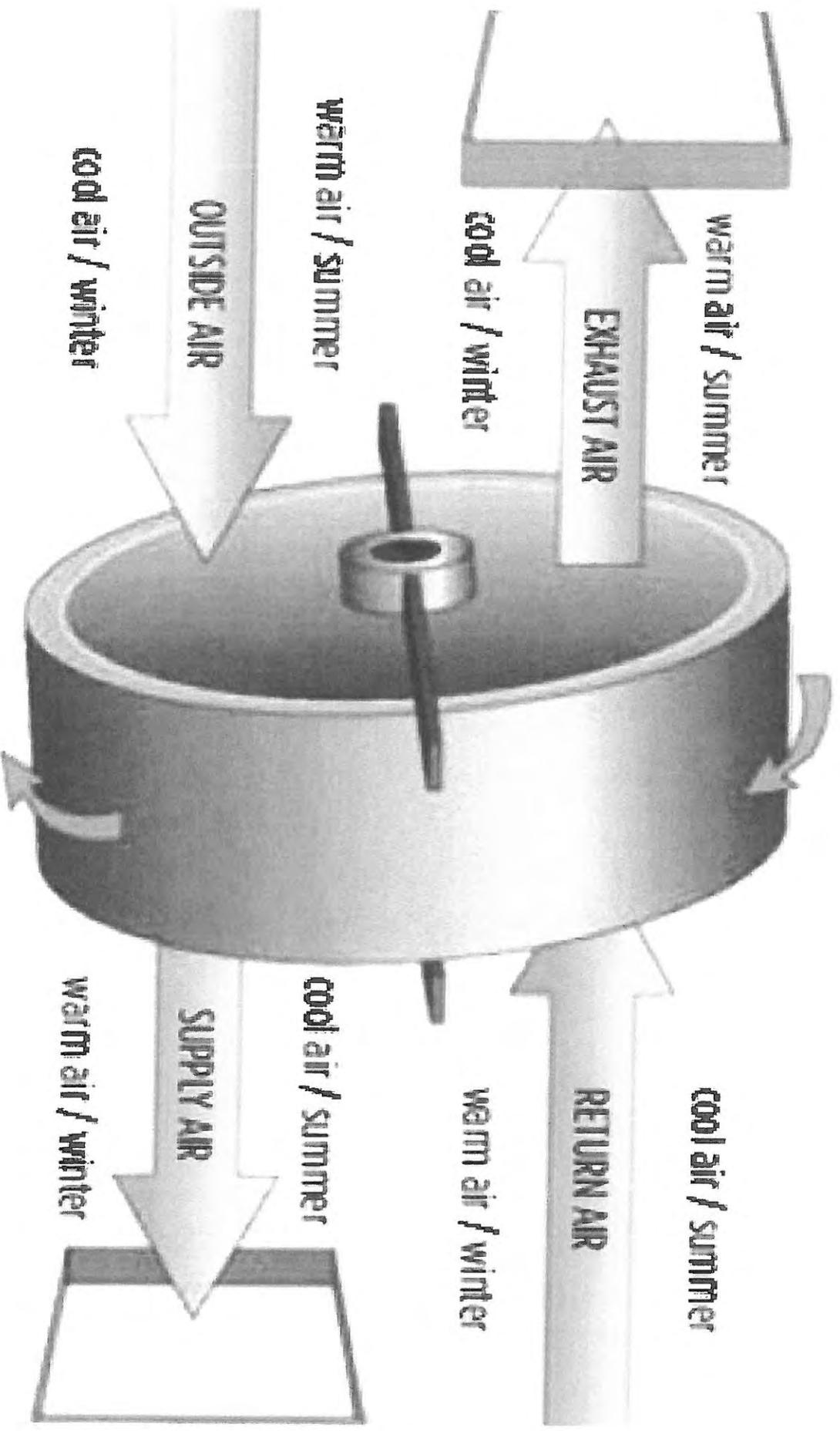
Facilities Management Department would like to request the replacement of the roof mounted heat pump servicing the North West cells in the jail at the Justice Center facility. The primary concern for replacement is that the heat pump is currently operating at approximately 75%-80%. Given the cost of the needed repair on top of what has been spent on repairs so far this year, and the age of the heat pump I feel it is time to replace the unit instead of spending more on repairs. At this time I think it would be better to replace the heat pump with a conventional roof top unit that has redundant heating and cooling. I have added a roof top package that includes factory installed fresh air make-up and a de-humidification cycle. The original design of the current system does not have factory fresh air make-up, they used an add-on unit that does not pre-heat or pre-cool the fresh air. The current design does not offer any redundancy.

Approximate cost of the packaged roof top unit with material and installation should be around \$13,350.00. The cost of the added de-humidification cycle would be around \$2890.00. The cost to provide natural gas to the new roof top unit and have capacity for any future gas fired equipment would be approximately \$5420.00. Other associated cost that we would incur would be \$2000.00 for required electrical work.

Total request for the purchase and installation of a new packaged roof top unit would be **\$23,660.00.**



02-15-2018 12:16



Thermowheels (courtesy **Munters Corporation, Des Champs Products**)



Mechanical Comfort, Inc.

362 Sonotrol Avenue • Ames, IA 50010-8104
(515) 232-2105 • Fax (515) 232-7027

PROPOSAL AND ACCEPTANCE

PHONE: (515) 232-2105

FAX: (515) 232-7027

DATE

2/12/2018

PROPOSAL SUBMITTED TO

Story County Property Management

PHONE

382-7400

FAX

382-7404

STREET

900 6th Street

JOB NAME

Replace Roof Mounted HP-42

CITY, STATE AND ZIP CODE

Nevada, Iowa

JOB LOCATION

Jail Cells

We propose to supply and install (1) Lennox packaged RTU with 2-stages of cooling and heating. We have included the required roof curb adapter, controls work, crane work, old unit refrigerant recovery and disposal.

\$13,350.00

Note: This unit is available in **5 working days**.

Option #1: To provide a RTU with a de-humidification cycle. **ADD to the above price**

\$2890.00

Note: This unit would be available in **5 to 6 weeks**.

Notes: Electrical by others.

To provide gas piping from the mechanical mezzanine across the roof to serve the new RTU and have capacity for future gas fired equipment. We have included pipe saddles and painting of the gas line exposed to the outdoors.

\$5420.00

We Propose hereby to furnish material and labor - complete in accordance with above specifications. For the sum of:

See above

\$

Payment to be made as follows: NET 30 DAYS

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 30 days.

All material is guaranteed to be as specified. All work to be completed in a workman like manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Acceptance of Proposal: The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature
Date of Acceptance

2/12/18



NEW PRODUCT PURCHASE AGREEMENT

Account No: 8652700
Purchaser: Story County
Address: 837 N Ave
City, State, Zip: Nevada IA, 50201

Date: 01/22/2018

Ship To:

Shipment to be made on or about: Via: FOB - City and Zip:

Table with 3 columns: QUANTITY, DESCRIPTION OF PRODUCTS, PRICE. Row 1: 1 Werk-Brau 60" Powergrip Bucket \$ 14,950.00

Total Selling Price \$ 14,950.00
Net Allowance \$ 0.00
Sub Total \$ 14,950.00
Applicable Sales Tax 0.000%
Sales Tax \$ 0.00
TOTAL \$ 14,950.00
Less Cash with Order
BALANCE DUE \$ 14,950.00

TRADE ALLOWANCE Less Balance Owing on Trade-in \$
TRADE MAKE, MODEL, &S/N

TERMS: Sales Tax Exempt [X] YES [] NO
(Certificate must accompany)

EXCLUSION OF PRODUCT WARRANTIES

1.) EXCLUSION OF WARRANTIES ZIEGLER INC. as Seller, and the above Purchaser agree that any IMPLIED WARRANTIES OF MERCHANTABILITY or IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE and all other warranties, express or implied, except for any express warranties attached hereto, are EXCLUDED from this transaction by ZIEGLER, INC. and shall not apply to the products sold.
2.) Purchaser further agrees that his SOLE AND EXCLUSIVE remedy, if any, against ZIEGLER, INC. shall be as contained in any express written warranty applicable hereto. Purchaser acknowledges that he has received, read, understands and accepts the terms contained therein. The Purchaser agrees that no other remedy (including but not limited to claims for INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE WHATSOEVER or INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL, ECONOMIC OR INCIDENTAL LOSS) shall be available to Purchaser, whether said claims for injury or damages be asserted on the basis of warranty, negligence, strict liability or otherwise.

All new products are sold subject to the terms of the applicable manufacturer's warranty. Copies of the Warranty applicable to the purchase are attached hereto and the Purchaser by signing this order acknowledges receipt of said warranty.

BILL OF SALE ON TRADED PRODUCT(S)

KNOW ALL MEN BY THESE PRESENTS, that the undersigned for valuable consideration does hereby assign, grant, sell, transfer, and deliver unto ZIEGLER, INC. the following Product(s):

Table with 6 columns: Make, Model, Serial Number, Make, Model, Serial Number. Text below: To have and to hold all and singular the said Product(s) to ZIEGLER, INC., its successors and assigns. The undersigned covenants with ZIEGLER, INC. that undersigned is the lawful owner of said Product(s); that undersigned has a good right to sell the same; that undersigned will warrant and defend same against the lawful claims and demands of all persons; that said Product(s) are free from all encumbrances except \$ payable to Address. Signature Date

This Bill of Sale on traded Products shall be effective as of the time of delivery to Purchaser of the Products purchased by Purchaser hereunder, or at such earlier time as Seller may assume physical possession of the Traded Products.

Salesman's Signature

THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE OF THIS FORM.

This offer to purchaser is subject to availability of the Products described and does not become a binding contract for the purchase of the Products until accepted by ZIEGLER, INC.

Purchaser: Story County

ACCEPTED: ZIEGLER, INC.

By: [Signature] Boss, Chair (Title)

By: Date: (Title)

Date: 2/27/18

RFP EMERGENCY COMMUNICATIONS CENTER FURNITURE

Vendor	Quote	Evaluation Scores (out of 400)
Eaton/Wrightline	Option #1 \$62,305	334.40
	Option #2 \$62,863	
Racom	\$74,401 \$4,870 (Removal)	322.80
Watson	Option #1 \$56,543	334.20
	Option #2 \$73,384	
	Option #3 \$78,377	
Xybix	\$52,642	327.80

Evaluation Process:

Our evaluation team consisted of Facilities Management Director Cal Pearson, Communications Commander Dina McKenna, Operations Manager Nic Briseño, Information Technologies Director Barb Steinback, and ISU Communications Manager Marie Carlson. We conducted a four-point evaluation form on each company and their options with weighted scores. Following individual evaluations, we met to discuss and document pros/cons of each of the companies and their equipment. Commander McKenna and Ops Manager Briseño compiled the notes from this meeting along with overall scoring for the purpose of this recommendation.

Pricing was received separate from RFP responses and was evaluated independently based upon lowest cost followed by percentage increase over lowest cost for each company and then included in each individuals scoring metrics uniformly.

Recommendation:

Eaton/Wrightline Option #2

- Provided reasonable price range with more than one options for room design
- Climate controls included within the price quote
- Accommodates security concerns with window, door/access points
- References with State Patrol were good; 10+ years of service with them
- Design fully utilizes the space within the Communications Center while addressing dispatcher concerns
- Requires less electrical work in the organization

Potential Additional Cost:

- Contracted Electrical
- Reinstallation/Relocating of Phone and Radio Equipment during transition/installation of new equipment

APPROVED
DENIED

Board Member Initials: _____

Meeting Date: 2/27/18

Follow-up action: _____

General Definition of Work

Performs complex professional work developing and administering County policies and programs; including acting as an agent of the Board in ensuring proper administration of the affairs of the County and compliance with applicable Federal, State and local laws; oversees/directs the operations of County departments and ensures compliance with all County Board directives, policies and procedures, and related work as apparent or assigned. Work involves setting policies and goals under the direction of the Board of Supervisors. Position provides leadership and management to the organization as a whole.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Essential Functions

- 1) Develops, interprets and administers policies as directed by the Board of Supervisors; monitors and evaluates for efficiency, effectiveness and cost effectiveness of the County's service delivery in regards to certain departments/functions under the authority of the Board of Supervisors.
- 2) Researches administrative issues pertaining to County government; identifies needs, problems and opportunities for the County and develops appropriate program efforts; analyzes the impact the political, programmatic and policy changes will have on County operations.
- 4) Acts as liaison between Elected Officials and the Board of Supervisors; assists the Board in establishing/maintaining effective relationships with Elected Officials, external agencies and community organizations; coordinates teamwork among all Elected Officials in the County to assure they are functioning within their role as prescribed in the Code of Iowa.
- 5) Oversees and provides administrative direction for operations, programs and personnel as directed by the Board of Supervisors including Animal Control, Community Services, Outreach and Special Projects, Secondary Roads, Planning & Development and Veterans Affairs.
- 6) Represents the Board of Supervisors at business/civic meetings; reports concerns and makes recommendations to the Board.
- 7) Monitors legislative activities identifying bills of interest and concern for the County; works with applicable County departments/offices to develop strategies to influence the modification, passage or defeat of bills as would best suit the County's interests; monitors all state and federal legislation for affect on the County and advise affected departments/offices of impact; service as County representation to lobby legislators at the state capital as directed by the Board of Supervisors.
- 8) Serves as County representative on the ASSET Administrative team; acts as liaison between the group and the Board of Supervisors; coordinates group efforts with other human service agencies; recommends to the Board of Supervisors the purchase of service allocations; monitors contracts and approves claims for purchased human servicesl supervises the maintenance of related records.
- 9) Acts as principal liaison between County Board and all other Boards and Commissions and agencies under the Board span of control; represents the Board on various committees as assigned.
- 10) Assists with the preparation and oversight of the county-wide budgets; participates in budget work sessions; provides assistance with analyzing department budgets as directed by the Board of Supervisors.
- 11) Works with Emergency Management Agency to provide leadership and support during disasters or other emergencies.
- 12) Serves as County public records liaison; reviews request and assures County is compliant with open records laws and regulations.
- 13) Collaborates with the Director of Internal Operations/Human Resources to provide staff training/development and conduct staff meetings.

Knowledge, Skills and Abilities

Comprehensive knowledge of the philosophies, principles and practices of public personnel administration; comprehensive knowledge of local government organization and administration; thorough knowledge of strategic planning principles, procedures and practices; thorough knowledge of the Code of Iowa and Federal laws and regulations as they relate to public administration; thorough knowledge of public budgeting, accounting, fiscal control and management analysis; ability to present facts and recommendations effectively both orally and in writing; ability to analyze facts and prepare detailed recommendations and reports; ability to exercise high degree of judgement and discretion; ability to plan, supervise and review the work of subordinates; ability to operate standard office equipment and related hardware and software; ability to learn specialized equipment and software related to business needs; ability to operate standard human resource information systems; ability to establish and maintain effective working relationships with county officials, associates and the general public.

Education and Experience

Master's degree with coursework in public administration, business administration or related field and extensive experience.

Special Requirements

Valid driver's license in the State of Iowa.

Physical Requirements

This work requires the occasional exertion of up to 10 pounds of force; work regularly requires sitting, speaking or hearing, using hands to finger, handle or feel, reaching with hands and arms and repetitive motions and occasionally requires standing, walking, climbing or balancing, stooping, kneeling, crouching or crawling, pushing or pulling and lifting; no special vision is required; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts and observing general surroundings and activities.

Environmental Conditions

This work occasionally requires exposure to outdoor weather conditions and exposure to blood-borne pathogens which may require specialized personal protective equipment; work is generally in a moderately noisy location (e.g. business office, light traffic).

Last Revised: 2/21/2018

APPROVED **DENIED**

Board Member Initials: *RS*

Meeting Date: 2/27/18

Follow-up action: _____

General Definition of Work

Performs difficult professional work developing, coordinating and directing activities to support the communication needs for Story County by consulting with department heads and elected officials to strategize, create and implement multiple forms of communications and for the planning, development, management and implementation of specific special projects, and related work as apparent or assigned. Work is performed under the limited supervision of the Director of External Operations and County Services.

Qualification Requirements

To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Essential Functions

- 1) Coordinates and facilitates County outreach projects/events/workshops/business development processes/visioning and strategic planning.
- 2) Manages programming, serves as a resource for County staff and community, and promotes public awareness for special projects and programs.
- 3) Participates in preparing and reviewing Requests for Proposals (RFPs); provides assistance to County offices/departments throughout the RFP process.
- 4) Works with the Board of Supervisors to develop communications plans, policies, procedures and guidelines; coordinates information and public relations planning; monitors and evaluates County public relations for value and cost effectiveness.
- 5) Prepares, writes, reviews and administers grant programs; includes understanding local, state and federal laws, policies and procedures.
- 6) Manages program-specific special projects, including, but not limited to capital improvements programming, COOP/COG, local foods planning, housing programs, watershed planning, and business and retention programs.
- 7) Conducts complex studies and prepares reports for various County services and projects as directed by the Board of Supervisors.
- 8) Meets with community groups and members of the public to discuss County services, programs or other issues as directed by the Board of Supervisors.
- 9) Acts as a liaison to the Board of Supervisors for County committees, community organizations, state panels/task forces and professional organizations.
- 10) Administers specific programs as directed by the Board of Supervisors, develops and recommends necessary policy and regulatory changes to the Board of Supervisors; maintains records and documents that keep Story County eligible to participate in specific programs.
- L1) Maintains relevant portions of the website; assists with the content, design and navigation of the County's website.
- L2) Develops innovative approaches to promoting a positive image of the County and creates and maintains public awareness and understanding of County services.

Knowledge, Skills and Abilities

Skilled in public speaking and ability to respond to inquiries of a non-routine nature and controversial issues. Knowledge of modern public relations and marketing procedures and practices. Thorough knowledge of County policies and services. Ability to demonstrate excellent time management and organizational skills. Comprehensive knowledge of the principles and practices of community and economic development and public sector planning and or governmental laws, programs, and services pertinent to the community and economic development and planning processes at the local, state and federal level; thorough skill in the collection, analysis, and presentation of technical data and recommendations; thorough skill in meeting facilitation and public presentations; ability to prepare comprehensive



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TO: Story County Board of Supervisors
FROM: Leanne Lawrie Harter, AICP, CFM
RE: Strategic Planning Process
DATE: February 22, 2018

Story County first adopted a Strategic Plan on May 21, 2013, following a process wherein Elected Officials and Department Heads were guided through facilitated discussions as part of an ISAC pilot program. Story County followed this initial plan through fiscal years 2014 and 2015.

During the spring 2015, facilitated discussions amongst Elected Officials and Department Heads occurred to review the Strategic Plan and identify the following:

- Internal Checklist: Issues that are going on within the Story County organizational framework.
- External Checklist: Issues that are going on outside of the Story County organizational framework.
- Describe your objectives and what you hope to achieve over the next three to five years, keeping in mind the following:
 - Where are we?
 - What do we have to work with?
 - How do we get there?
 - Where do we want to be?
 - What resources are needed?
 - What new initiatives (priority projects, programs and policies) would you like to see established over the next three to five years?

County staff facilitated the meetings and created the Strategic Plan that has guided Story County since 2015 (fiscal years 2016-2018). Annually, the County reviews the Plan internally with necessary modifications acted on by the Board of Supervisors. This last review was conducted in fall 2017.

The intention of this memo is to seek direction from the Board as to how you would like to proceed with the next Strategic Plan.





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Below are different options the Board may consider:

1. STAFF LED. Facilitation of the Strategic Plan (with time duration to be determined through the process) managed by County staff.
 - a. Following planning process followed in the 2015 review and update.
 - b. Project kick-off would be in late March.
2. CONSULTANT LED. Facilitation of the Strategic Plan (with time duration to be determined through the process) guided by a consultant to lead in the plan preparation and adoption.
 - a. Funds were not identified through the budgeting process – these would need to be identified.
 - b. Consultant selection process would need to be defined.
 - c. Planning process and timeframe defined with consultant.
 - d. Project kick-off would begin in early March.

As previously stated, the current Strategic Plan guides Story County through the end of this current fiscal year.

APPROVED **DENIED**
Board Member Initials: Consultant led (RS)
Meeting Date: 2-27-18
Follow-up action: _____

