

The Board of Supervisors met on 11/6/18 at 10:00 a.m. in the Story County Administration Building. Members present: Rick Sanders, Martin Chitty, and Lauris Olson, with Sanders presiding. (all audio of meetings available at storycountyiowa.gov)

RETIRED AND SENIOR VOLUNTEER PROGRAM (RSVP) AGENCY REPORT – will report on 11/20/18.

MINUTES: 10/30/18 Minutes - Olson moved, Chitty seconded the approval of Minutes as presented. Motion carried unanimously (MCU) on a roll call vote.

PERSONNEL ACTIONS: 1) pay adjustment, effective 11/11/18, in a) Attorney's Office for Tiffany Meredith @ \$3,961.54/bw; b) Facilities Management for Danny Harrison @ \$20.43/hr; c) Secondary Roads for Joe Bottorf @ \$27.76/hr; d) Sheriff's Office for Micah Andersen @ \$3,121.68/bw; Jeffrey Scott @ \$2,584.00/bw; Sherry Sinclair @ \$20.07/hr; 2) re-hire in Secondary Roads, effective 11/13/18, for Ryan Smith @ \$18.87/hr. Chitty moved, Olson seconded the approval of Personnel Actions as presented. Roll call vote. (MCU)

Olson moved, Chitty seconded the approval of Consent Agenda as presented with Item 5 removed for individual consideration. Roll call vote. (MCU)

1. 2019 Holiday Schedule
2. Licensing Agreement between Ergometrics and Story County for \$300.00, effective 11/2/18-12/7/18
3. Contract for Highway Right-of-Way with Mark and Rosalie Eimers for the purchase of permanent easement for \$1,055.00 (Project No. BROS-SWAP-C085(145)--SE-85)
4. FY18 Certification of Cost Allocation Plan
6. FY19 Provider and Program Participation Agreement with Lutheran Services in Iowa, effective 7/1/18-6/30/19: Lutheran Services in Iowa - Crisis Child Care (not to exceed \$3,000.00) \$525.71/contact; School-Based Mental Health (not to exceed \$2,000.00) \$117.25/client hour
7. Resolution #19-25, Setting a Date and Time for a Public Hearing for 11/13/18, for First Consideration of Ordinance No. 275, Amending Chapters 85 Definitions, 87 Land Division Requirements, and 88 General Site Planning Standards - Traffic Impact Analysis and Study
8. Resolution #19-34, Setting a Date and Time for a Public Hearing for 11/13/18, for First Consideration of Ordinance No. 276, Amending Chapter 88.04 General Site Planning Standards - Access
9. Resolution #19-40, Setting a Date and Time for a Public Hearing for 11/13/18, for First Consideration of Ordinance No. 278, Amending Chapter 89.01 Home Business and Table 90-1 Table of Conditional Uses - Home Business
10. Resolution #19-41, Setting a Date and Time for a Public Hearing for 11/13/18, for First Consideration of Ordinance No. 279, Amending Chapter 85 Definitions and Chapter 90 Conditional Uses - Commercial Campground and Travel Trailer Parks
11. Service Agreement between Gamma Phi Beta and Story County Sheriff for law enforcement services, effective 11/9/18, for \$65.00 an hour for a minimum of two hours
12. Road Closure Resolution: #19-21
13. Utility Permit: #19-21

Roll call vote. (MCU)

5. Animals in Disaster Plan for Story County Animal Control, effective 11/6/18 – Olson stated that Animal Control Director McCaskey did a great job with the plan. Olson moved, Chitty seconded the approval of Animals in Disaster Plan for Story County Animal Control, effective 11/6/18. Roll call vote. (MCU)

FUNDING RECOMMENDATIONS FROM THE STORY COUNTY ECONOMIC DEVELOPMENT GROUP – Drew Kamp, Director of Public Policy & Business Development, Ames Economic Development Commission (AEDC), reported on the funding recommendations, including project detail and total funding. Olson requested a list of actual projects. Olson moved, Chitty seconded the approval of Funding Recommendations from the Story County Economic Development Group as presented. Roll call vote. (MCU)

STORY COUNTY ECONOMIC DEVELOPMENT GROUP MINUTES – Leanne Harter, County Outreach and Special Projects Manager, reported on stipulations in the bylaws. Chitty moved, Olson seconded the approval of Story County Economic Development Group Minutes as presented. Roll call vote. (MCU)

AMENDMENTS TO THE STORY COUNTY ECONOMIC DEVELOPMENT GROUP BY-LAWS – Leanne Harter, County Outreach and Special Projects Manager, reported on correcting clerical errors. Drew Kamp, Director of Public Policy & Business Development, AEDC, provided additional detail. Olson moved, Chitty seconded the approval of Amendments to the Story County Economic Development Group By-Laws as presented. Roll call vote. (MCU)

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE

SUPERVISORS: Chitty thanked the Auditor's Office for its election efforts. Sanders noted his appreciation as well, and spoke about enthusiastic voter turnout. Olson reported on an upcoming opioid taskforce meeting at Mary Greeley Medical Center (MGMC).

Chitty moved, Olson seconded to adjourn at 10:11 a.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Agenda
11/6/18

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. Retired And Senior Volunteer Program Agency Report - Kalen Petersen

Department Submitting Auditor

5. CONSIDERATION OF MINUTES:

I. 10/30/18 Minutes

Department Submitting Auditor

6. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1)pay adjustment, effective 11/11/18, in a)Attorney's Office for Tiffany Meredith @ \$3,961.54/bw; b)Facilities Management for Danny Harrison @ \$20.43/hr; c)Secondary Roads for Joe Bottorf @ \$27.76/hr; d)Sheriff's Office for Micah Andersen @ \$3,121.68/bw; Jeffrey Scott @ \$2,584.00/bw; Sherry Sinclair @ \$20.07/hr; 2)re-hire in Secondary Roads, effective 11/13/18, for Ryan Smith @ \$18.87/hr.

Department Submitting HR

7. CONSENT AGENDA:

(All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time the Board votes on the motion.)

I. Consideration Of 2019 Holiday Schedule

Department Submitting Human Resources

Documents:

2019 HOLIDAY CALENDAR.PDF

II. Consideration Of Licensing Agreement Between Ergometrics And Story County For \$300.00 Effective 11/02/18-12/7/2018

Department Submitting Sheriff

Documents:

ERGOMETRICS AGREEMENT.PDF

- III. Consideration Of Contract For Highway Right Of Way With Mark And Rosalie Eimers For The Purchase Of Permanent Easement For \$1055.00 (Project No. BROS-SWAP-C085(145)--SE-85)

Department Submitting Engineer

Documents:

ROW EIMERS 13 213 200 220.PDF

- IV. Consideration Of FY'18 Certification Of Cost Allocation Plan

Department Submitting Auditor

Documents:

COST ALLOCATION PLAN.PDF

- V. Animals In Disaster Plan For Story County Animal Control Effective 11/6/2018

Department Submitting Animal Control

Documents:

ANIMALS IN DISASTER.PDF

- VI. Consideration Of FY19 Provider And Program Participation Agreement With Lutheran Services In Iowa Effective 7/1/18 - 6/30/19

Lutheran Services in Iowa - Crisis Child Care (Not to exceed \$3,000) \$525.71/1 Contact; School Based Mental Health (Not to exceed \$2,000) \$117.25/1 Client Hr

Department Submitting Board of Supervisors

Documents:

LUTHERANSERVICESINIOWAFY19.PDF

- VII. Consideration Of Resolution #19-25, Setting A Date And Time For Public Hearing For November 13, 2018, For First Consideration Of Ordinance No. 275, Amending Chapters 85 Definitions, 87 Land Division Requirements, And 88 General Site Planning Standards - Traffic Impact Analysis And Study

Department Submitting Planning and Development

Documents:

RESOLUTION SETTING PUBLIC HEARING.PDF

- VIII. Consideration Of Resolution #19-34, Setting A Date And Time For Public Hearing For November 13, 2018, For First Consideration Of Ordinance No. 276, Amending Chapter 88.04 General Site Planning Standards - Access

Department Submitting Planning and Development

Documents:

RESOLUTION SETTING PUBLIC HEARING.PDF

- IX. Consideration Of Resolution #19-40, Setting A Date And Time For Public Hearing For November 13, 2018, For First Consideration Of Ordinance No. 278, Amending Chapter 89.01 Home Business And Table 90-1 Table Of Conditional Uses - Home Business

Department Submitting Planning and Development

Documents:

1940.PDF

- X. Consideration Of Resolution #19-41, Setting A Date And Time For Public Hearing For November 13, 2018, For First Consideration Of Ordinance No. 279, Amending Chapter 85 Definitions And Chapter 90 Conditional Uses - Commercial Campground And Travel Trailer Parks

Department Submitting Planning and Development

Documents:

RESOLUTION SETTING PUBLIC HEARING.PDF

- XI. Consideration Of Service Agreement Between Gamma Phi Beta And Story County Effective 11/9/18 For \$65/Hr For A Minimum Of 2/Hrs

Department Submitting Sheriff

Documents:

GAMMA PHI BETA SERVICE AGREEMENT.PDF

- XII. Consideration Of Road Closure Resolution(S): #19-021

Department Submitting Engineer

Documents:

RC 19 021.PDF

- XIII. Consideration Of Utility Permit(S): #19-021

Department Submitting Engineer

Documents:

UT 19 021.PDF

8. PUBLIC HEARING ITEMS:

9. ADDITIONAL ITEMS:

I. Consideration Of Funding Recommendations From The Story County Economic Development Group - Drew Kamp And Leanne Harter

Department Submitting Board of Supervisors

Documents:

SIGNED SCEDG FY2019 FINANCIALS.PDF

II. Consideration Of Story County Economic Development Group Minutes - Leanne Harter

Department Submitting Board of Supervisors

Documents:

MINUTE PACKET SCEDG FOR BOS CONSIDERATION.PDF

III. Consideration Of Amendments To The Story County Economic Development Group Bylaws - Leanne Harter And Drew Kamp

Department Submitting Board of Supervisors

Documents:

BYLAWS PACKET FOR BOS CONSIDERATION NOVEMBER 6 2018.PDF

10. AGENCY REPORTS:

11. DEPARTMENTAL REPORTS:

12. OTHER REPORTS:

13. PUBLIC FORUM #2:

Comments from the Public on Items not on this Agenda. The Board may not take any Action on the Comments due to the Requirements of the Open Meetings Law, but May Do So In the Future.

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

15. ADJOURNMENT:

Story County strives to ensure that its programs and activities do not discriminate on the basis of race, color, national origin, sex, age or disability. Persons requiring assistance, auxiliary aids or services, or accommodation because of a disability may contact the county's ADA coordinator at (515) 382-7204.

Story County Board of Supervisors
Meeting
11/6/18

NAME

ADDRESS

Sue McCasky

SCAC

Kelene Hutz

BOS

Dustin Ingram

AEDC

DPFW KAMP

AEDC

Jerry Moore

P&D

Todd Lundvall

BOS

Paul Toms

LWV

Alicia Wenzel

BOS

Noelle McArthur

BOS

2019 HOLIDAY CALENDAR
(Story County Personnel Policies)
(PPME Labor Agreements)

APPROVED

DENIED

Board Member Initials: PS

Meeting Date: 11/6/18

Follow-up action: _____

New Year's Day	Tuesday, January 1, 2019
President's Day	Monday, February 18, 2019
Memorial Day	Monday, May 27, 2019
Independence Day	Thursday, July 4, 2019
Labor Day	Monday, September 2, 2019
Veteran's Day	Monday, November 11, 2019
Thanksgiving Day	Thursday, November 28, 2019
Friday after Thanksgiving	Friday, November 29, 2019
Two days at Christmas	Tuesday, December 24, 2019 Wednesday, December 25, 2019
Two Hours on New Year's Eve	Tuesday, December 31, 2019



Story County Sheriffs Department
Licensing Agreement
Attachment A

Pricing

Per Applicant License:

REACT Testing One Time Setup Fee	\$0
10 Applicants @ \$30 each	\$300

(\$125 minimum order)

**cost may vary based on actual number tested*

Scoring will include standard and diagnostic scoring. Licensee will be responsible for all associated freight expenses. Minimum charges will be applied to each batch of answer sheets submitted.

Term of Agreement

The service agreement will begin and end on the following dates:

Start Date	End Date
11/02/2018	12/07/2018

All testing materials must be returned by the due date listed above. Materials MUST be returned using some form of registered, secure service that has a tracking number and requires a signature for delivery. Materials not returned by the specified due date will be subject to a \$25 late fee for every 15 days overdue. If overdue materials are not returned after 8 weeks past due, the test materials will be considered lost and are subject to a \$500 lost fee. Any lost test materials must have the incident documented on company letter head and will be subject to lost fees.

Per Applicant Test Licensing Agreement

1. Scope of Agreement

Ergometrics, Inc. ("Licensor") grants to the Licensee the right to use the Licensor's tests, outlined in Attachment A to this Agreement, incorporated herein by reference, and all associated materials (collectively, the "Test"), for the sole purpose of pre-employment and promotional testing. The Test may not be used for training purposes under any circumstances. The Licensee may not lease, rent, loan, transfer or administer this test to or for any other agency or entity without express written permission from the Licensor. The Test meets and/or exceeds all Equal Employment Opportunity Commission guidelines and professional standards. This agreement does not include local validation for the Licensee. The Licensor will provide national validation reports upon request. In the event of challenge, the Licensor will provide expert testimony at its regular consulting rates. The Licensor assumes no liability for the use or misapplication of this product.

2. Copyright

The Test is owned by the Licensor and protected by United States copyright laws and international treaty provisions. The Licensee is not authorized to copy any videos or DVD's. Printed materials may only be copied with express permission from the Licensor and may only be used for the purposes described in this Agreement or as otherwise approved by the Licensor.

3. Implementation

The Licensor will provide the Licensee general written or telephone instructions on the administration and use of the Test. The Licensor warrants that the video, audio, and printed materials are free from defects in material and workmanship. Licensor will assist Licensee with interpretation of score results and scoring methodology. The licensee was offered a transportability analysis as part of the implementation process. If the licensee chose not to conduct such an analysis, they hereby affirm they understand it is their responsibility to ensure the job is similar enough to the departments that participated in the criterion validation of the exam and/or have sufficient evidence of content validity.

4. Test Security

Licensee will maintain strict security of the Test in accordance with accepted security practices and those incorporated herein. Licensee shall be fully responsible for the secure storage and use of the Test and will establish and maintain strict test security procedures, including precautions preventing materials from being stolen, copied, or otherwise compromised.

- a. The Test must not be left unattended at any time, and when not in use, the Test must be kept in a secured and locked location. Trash containing confidential material will be disposed of securely.
- b. All persons having access to the Test must sign the Individual Statement of Understanding, found in the Administration Packet, and all signed copies kept on file with the Licensee for one year from the date of signature.
- c. Certification of Compliance with Confidentiality and Copyright, found in the Administration Packet, must be collected from each applicant before testing sessions begin, and all signed copies kept on file with the Licensee for one year from the date of signature.
- d. The Test maintained in electronic format must be kept on a non-networked, standalone computer.
- e. Cell phones and electronic devices are not allowed in the test administrations.
- f. No one, other than the official test monitor, should take notes or any other confidential materials from a testing room. In the event of loss or theft of the Test, or cheating, Licensor must be notified immediately.
- g. Any testing materials shipped must use a form of registered service with tracking number and signature for delivery.

h. Test content is confidential and copyrighted. Any conversations about Test content must only be conducted formally in conjunction with the Licensor.

5. Subcontracting the Test

The Test is licensed for use only by the Licensee. The Licensee must contact the Licensor to obtain permission if the Licensee wishes to subcontract test administration or other services that involve the outside handling of the Test. The Licensee will remain fully responsible for the security of materials that are handled in this manner.

6. Termination

This Agreement may be terminated in whole in the event that the Licensee or Licensor breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching party delivers written notice of such breach to the breaching Party. Upon termination, Licensor will be entitled to payment, determined on a pro rata basis for services performed or rendered, and all Test materials must be returned immediately to the Licensor once the Agreement has been terminated.

7. Events Upon License Expiration or Termination

Upon any termination or expiration of this Agreement for any reason, Licensee will cease use of all testing materials and return such materials within 15 days of expiration or termination of the Agreement. Late or lost Test materials will be subject to additional fees. Attachment A to this Agreement sets out additional provisions in respect of the parties' obligations upon termination.

8. Pricing

Pricing for this Agreement is specified in Attachment A, incorporated herein by reference.

9. No Waiver

The waiver or failure of either Party to exercise in any respect any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

10. Entirety of Agreement

The terms and conditions set forth herein constitute the entire Agreement between the Parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both Parties. Any previous Test Licensing agreements between Licensee and Licensor are null and void, replaced by this one.

11. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

12. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

13. Governing Law

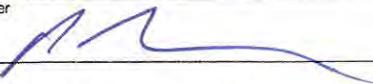
This Agreement is governed by the laws of the State of Washington.

Test Licensing Agreement

This is a legal agreement between the Licensing Agency (Licensee) and Ergometrics and Applied Personnel Research, Inc. (Licensor) By accepting the Ergometrics test materials for use, you are agreeing to the terms of this agreement and that you have authority to enter into such an agreement on behalf of the Agency.

Licensee

Rick Sanders _____ 11/06/2018 _____
Principal Signer Date

 _____
Signature

Story County Board of Supervisor, Chair _____
Title

Story County Sheriff's Office _____
Agency Name

1315 South B Avenue _____
Physical Address

Nevada _____ Iowa _____ 50201 _____
City State Zip

(515)382-6566 _____
Telephone EMail

Authorized Contacts

Please list, in addition to the Principal Signer, anyone who is authorized to receive materials, scores or discuss scores with Ergometrics. Licensee is responsible for updating Ergometrics of any changes to Authorized Contacts.

Micah Andersen _____
Authorized Contact

Assistant Jail Administrator _____
Title

(515)382-7532 _____
Telephone

mandersen@storycountyiowa.gov _____
EMail

Constance Toresdahl _____
Authorized Contact

Office Manager _____
Title

(515)382-7458 _____
Telephone

ctoresdahl@storycountyiowa.gov _____
Email



Return to:
Ergometrics &
Applied Personnel Research, Inc.
18720 33rd Avenue West
Lynnwood, WA 98037
FAX: 425-774-0829
Or email to your current
Client Services Representative

*Failure to return the signed licensing agreement,
will delay the processing of your order.*

For Office use only:

Product: _____

License Type: _____

Highrise: _____

Exam HQ: _____

Notes: _____

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

CONTRACT FOR HIGHWAY RIGHT OF WAY

PARCEL No: 13-213-200-220
PROJECT No: BROS-SWAP-C085(145)--SE-85
ROAD No: 300th St.

THIS AGREEMENT made and entered into this 25th day of October, A.D. 20 18 by and between

MARK E. EIMERS AND ROSALIE EIMERS

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

1.a SELLER AGREES to sell and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following (1/4 1/4 Sec./Twp./Rge.):

The North 32.00 feet of the South 65.00 feet of the East 125.00 feet of the West 185.95 feet of Lot 2 of Eimers Subdivision, located in the NE $\frac{1}{4}$, NE $\frac{1}{4}$ of Section 13, Township 82 North, Range 24 West of the 5th P.M., Story County, Iowa. Easement contains 0.19 acres of which 0.09 acres is existing R.O.W.

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

See attached graphical representation

1.b SELLER ALSO GRANTS to Buyer a temporary easement as shown on the Temporary Easement Plot attached as Page , and as shown on the project plans for said highway improvement. Said temporary easement shall terminate upon completion of this highway project.

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

2. Possession of the premises is the essence of this contract and Buyer may enter and assume full use and enjoyment of the premises per the terms of this contract. Buyer may take immediate possession of premises upon the execution of the contract by both Seller and Buyer.

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, and to surrender physical possession of the premises as shown:

	Payment Amount	Agreed Performance
\$	<u>1,055.00</u>	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>1,055.00</u>	TOTAL LUMP SUM

BREAKDOWN:	ac.=acres	sq.ft.=square feet		
Land by Fee Title		ac./sq.ft.	\$	Buildings & Improvements \$
Underlying Fee Title		ac./sq.ft.	\$	Fence <u>7</u> rods woven \$ <u>280.00</u>
Permanent Easement	<u>0.10</u>	ac./sq.ft.	\$ <u>500.00</u>	Fence <u> </u> rods barb \$
Temporary Easement		ac./sq.ft.	\$	
Damages for:				
	2 Corner post sets @ \$250.00			\$ <u>275.00</u>
	Future Abstract Entry in the amount of \$25.00			

4. The Seller is responsible for any and all matters relating to any tenant on the land and hereby releases the Buyer from all tenant liabilities.

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

X Rosalie Eimers
X Mack E Eimers

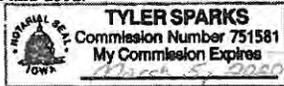
- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 2 pages.
- 6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such lien from said premises, and if necessary and proper, Sellers agree that any part of the sum owing to them under this contract may be paid to the holder of such lien for such release.
- 7. Buyer agrees that any drain tile that is located within the premises and is damaged by highway construction shall be repaired at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to the Seller. Buyer shall have the right of entry upon Sellers remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property of maintaining the same to restrain livestock.
- 8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
- 10. Seller states and warrants that , to the best of Seller's knowledge, there are no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except,
- 11. This Written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

Additional Right of Way Agreements:

SELLER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 25th day of October, 20 18, before me, the undersigned, personally appeared Rosalie Eimers and Mack E. Eimers

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



Tyler Sparks
Notary Public in and for the State of _____

BUYER'S APPROVAL

Darren Moon 10-26-18

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

[Signature] 11/6/18
Approved by: Chairperson, Story County Board of Supervisors (Date)

CERTIFICATE OF COST ALLOCATION PLAN

This is to certify that I have reviewed the cost allocation plan submitted herewith and to the best of my knowledge and belief:

- (1) All costs included in this proposal based on the Fiscal Year ended June 30, 2018, to establish cost allocations or billings for use in FY 2020, are allowable in accordance with the requirements of 2 CFR 200 "Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards", and the Federal award(s) to which they apply. Unallowable costs have been adjusted for in allocating costs as indicated in the cost allocation plan.

- (2) All costs included in this proposal are properly allocable to Federal awards on the basis of a beneficial or causal relationship between the expenses incurred and the Federal awards to which they are allocated in accordance with applicable requirements. Further, the same costs that have been treated as indirect costs have not been claimed as direct costs. Similar types of costs have been accounted for consistently.

I declare that the foregoing is true and correct.

Governmental Unit: Story County

Signature: 

Printed Name of Official: Rick Sanders

Title: Chair BOS

Date of Execution: 11/6/19

**Story County
Provider and Program Participation Agreement**

RECEIVED

OCT 31 2018

THIS AGREEMENT (the Agreement), entered into this First day of July, 2018 STORY COUNTY BOARD OF SUPERVISORS between **Story County** and **Lutheran Services in Iowa** (Provider).

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

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

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

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

SECTION 1

Definitions

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

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

SECTION 2

Duties of Provider

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

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

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

SECTION 3

Claims Submission and Payment

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

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

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

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

SECTION 4

Relationship Between the Parties

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

SECTION 5

Hold Harmless. Indemnification and Liability Insurance

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

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

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

SECTION 6

Laws and Regulations

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

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

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

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

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

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

SECTION 7

Term and Termination

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

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

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

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

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

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

SECTION 8

Amendments

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

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

SECTION 9
Other Terms and Conditions

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

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

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

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

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

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

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

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

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

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

Attention: _____

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

COUNTY:

PROVIDER:

By: 

By: 

Print Name: Rick Sanders

Print Name: LIZ KURTT

Print Title: Story County Board of Supervisors

Print Title: Vice President of Finance/CFO

Date: 11/6/18

Date: 10/27/18

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2019

Service Description	Unit of Service	Rate
Crisis Child Care Not to Exceed \$3,000	1 Contact	\$525.71
School Based Mental Health Not to Exceed \$2,000 **Funds are to be used for training/education for therapists providing services.	1 Client Hour	\$117.25

STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER 19-25

SETTING DATE AND TIME FOR PUBLIC HEARING FOR NOVEMBER 13, 2018, FOR FIRST CONSIDERATION OF ORDINANCE NO. 275 PERTAINING TO AMENDING CHAPTER 85 GENERAL PROVISIONS AND DEFINITIONS ADDING DEFINITION FOR LEVEL OF SERVICE, TRAFFIC CALMING, TRAFFIC IMPACT ANALYSIS, TRAFFIC IMPACT STUDY, AND CHAPTER 87.09 LAND DIVISION REQUIREMENTS MAJOR SUBDIVISION PLATS ADDING LANGUAGE REQUIRING THE SUBMITTAL OF A TRAFFIC IMPACT ANALYSIS AND TRAFFIC IMPACT STUDY WHERE REQUIRED, AND CHAPTER 88 GENERAL SITE PLANNING STANDARDS ADDING LANGUAGE ON THE PURPOSE, ADMINISTRATION, AND REQUIREMENTS, OF TRAFFIC IMPACT ANALYSIS AND STUDY FOR ALL MAJOR SUBDIVISIONS AND NON-RESIDENTIAL DEVELOPMENT, WHERE APPLICABLE.

WHEREAS, the Board of Supervisors approved the *Code of Ordinances of Story County, Iowa*, on May 29, 2018;

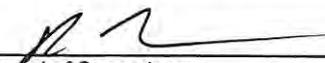
AND WHEREAS, Section 1.11 (2)(A), a proposed ordinance shall be considered and receive a favorable vote for passage in accordance with Section 331.302 (6) of the Code of Iowa, as amended;

AND WHEREAS, Section 1.11 (2)(B) the title of the proposed ordinance shall be published in accordance with Section 331.305 of the *Code of Iowa*, as amended, prior to its first consideration by the Board. Copies of the full text of the ordinance shall be made available to the public at the time of publication at the office of the County Auditor, and the published notice shall specify where such copies may be obtained;

AND WHEREAS, the Story County Planning and Zoning Commission will review and consider the proposed ordinance amendment at their November 7, 2018 meeting.

NOW THEREFORE BE IT RESOLVED that a public hearing date on this matter be held on the proposed Ordinance No. 275 on the 13TH of November, 2018, at the Story County Administration Building, 900 6th St, Nevada, Iowa, at 10 o'clock am and the Board of Supervisors directs Planning and Development staff to place copies of the full text of the ordinance with the Office of the County Auditor.

Dated this 6th day of November 2018.



Board of Supervisors



Attest: Story County Auditor

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

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

Prepared by Amelia Schoeneman, Planning and Development Department, 900 6th Street, Nevada, Iowa 50201 515-382-7247

STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER 19-34

SETTING DATE AND TIME FOR PUBLIC HEARING FOR NOVEMBER 13, 2018, FOR FIRST CONSIDERATION OF ORDINANCE NO. 276 PERTAINING TO AMENDING CHAPTER 88.04, GENERAL SITE PLANNING STANDARDS IN THE STORY COUNTY LAND DEVELOPMENT REGULATIONS BY ADDING A MINIMUM SIGHT DISTANCE REQUIREMENT FOR ACCESSES ON COUNTY ROADS, CLARIFYING LANGUAGE FOR EXISTING LOTS, PARCELS, AND TRACTS WITHOUT FRONTAGE INCLUDING PROVIDING LIMITS ON ACCESS FOR SINGLE FAMILY, TWO FAMILY AND MULTIPLE DWELLINGS, CLARIFYING LANGUAGE FOR NEW LOTS, PARCELS AND TRACTS INCLUDING EXEMPTING EASEMENT RESTRICTION FOR LOTS INVOLVING RESIDENTIAL PARCEL SUBDIVISIONS AND CLARIFYING MINIMUM WIDTH REQUIREMENT FOR EASEMENTS ASSOCIATED WITH ACCESS TO VARIOUS USES.

WHEREAS, the Board of Supervisors approved the *Code of Ordinances of Story County, Iowa*, on May 29, 2018;

AND WHEREAS, Section 1.11 (2)(A), a proposed ordinance shall be considered and receive a favorable vote for passage in accordance with Section 331.302 (6) of the Code of Iowa, as amended;

AND WHEREAS, Section 1.11 (2)(B) the title of the proposed ordinance shall be published in accordance with Section 331.305 of the *Code of Iowa*, as amended, prior to its first consideration by the Board. Copies of the full text of the ordinance shall be made available to the public at the time of publication at the office of the County Auditor, and the published notice shall specify where such copies may be obtained;

AND WHEREAS, the Story County Planning and Zoning Commission will review and consider the proposed ordinance amendment at their November 7, 2018 meeting.

NOW THEREFORE BE IT RESOLVED that a public hearing date on this matter be held on the proposed Ordinance No. 276 on the 13TH of November, 2018, at the Story County Administration Building, 900 6th St, Nevada, Iowa, at 10 o'clock am and the Board of Supervisors directs Planning and Development staff to place copies of the full text of the ordinance with the Office of the County Auditor.

Dated this 6th day of November 2018.



Board of Supervisors



Attest: Story County Auditor

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

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

Prepared by Jerry Moore, Planning and Development Department, 900 6th Street, Nevada, Iowa 50201 515-382-7247

STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER 19-40

SETTING DATE AND TIME FOR PUBLIC HEARING FOR NOVEMBER 13, 2018, FOR FIRST CONSIDERATION OF ORDINANCE NO. 278 PERTAINING TO AMENDING CHAPTER 89, HOME BUSINESSES AND SIGNS IN THE STORY COUNTY LAND DEVELOPMENT REGULATIONS BY ADDING LANGUAGE FOR MINIMAL AND SIGNIFICANT EASING OF THE HOME BUSINESS REQUIREMENTS, CHANGING THE PERMIT REVIEW PERIOD FROM ANNUAL TO BIENNIAL, ADDING LANGUAGE TO CHAPTER 90, CONDITIONAL USES, TABLE 90-1 TABLE OF CONDITIONAL USES FOR SIGNIFICANT EASING OF THE HOME BUSINESS REQUIREMENTS, AND DELETING A DUPLICATED PARAGRAPH.

WHEREAS, the Board of Supervisors approved the *Code of Ordinances of Story County, Iowa, on May 29, 2018*;

AND WHEREAS, Section 1.11 (2)(A), a proposed ordinance shall be considered and receive a favorable vote for passage in accordance with Section 331.302 (6) of the Code of Iowa, as amended;

AND WHEREAS, Section 1.11 (2)(B) the title of the proposed ordinance shall be published in accordance with Section 331.305 of the *Code of Iowa*, as amended, prior to its first consideration by the Board. Copies of the full text of the ordinance shall be made available to the public at the time of publication at the office of the County Auditor, and the published notice shall specify where such copies may be obtained;

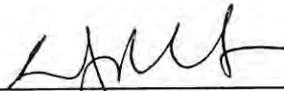
AND WHEREAS, the Story County Planning and Zoning Commission will review and consider the proposed ordinance amendment at their November 7, 2018 meeting.

NOW THEREFORE BE IT RESOLVED that a public hearing date on this matter be held on the proposed Ordinance No. 278 on the 13TH of November, 2018, at the Story County Administration Building, 900 6th St, Nevada, Iowa, at 10 o'clock am and the Board of Supervisors directs Planning and Development staff to place copies of the full text of the ordinance with the Office of the County Auditor.

Dated this 6th day of November 2018.



Board of Supervisors



Attest: Story County Auditor

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

STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER 19-41

SETTING DATE AND TIME FOR PUBLIC HEARING FOR NOVEMBER 13, 2018, FOR FIRST CONSIDERATION OF ORDINANCE NO. 279 PERTAINING TO AMENDING CHAPTER 85 GENERAL PROVISIONS AND DEFINITIONS IN THE STORY COUNTY LAND DEVELOPMENT REGULATIONS REVISING THE DEFINITION OF TRAVEL TRAILER PARK COMMERCIAL CAMPGROUND BY REMOVING THE RESTRICTIONS ON MONTHS PERMITTED TO OPERATE AND TO CHAPTER 90 CONDITIONAL USES BY AMENDING COMMERCIAL CAMPGROUNDS AND TRAVEL TRAILER PARKS BY ADDING LIMITS OF STAY TO 30 CONSECUTIVE DAYS, EXCEPT WHEN LOCATED IN RESIDENTIAL MANUFACTURED HOUSING DISTRICT, ALLOWING EXTENDED STAYS IF SUBMITTED A PART OF A CONDITIONAL USE PERMIT REQUEST AND RESTRICTING CABINS FROM BEING CONSTRUCTED IN RESIDENTIAL MANUFACTURED HOUSING DISTRICTS.

WHEREAS, the Board of Supervisors approved the *Code of Ordinances of Story County, Iowa*, on May 29, 2018;

AND WHEREAS, Section 1.11 (2)(A), a proposed ordinance shall be considered and receive a favorable vote for passage in accordance with Section 331.302 (6) of the Code of Iowa, as amended;

AND WHEREAS, Section 1.11 (2)(B) the title of the proposed ordinance shall be published in accordance with Section 331.305 of the *Code of Iowa*, as amended, prior to its first consideration by the Board. Copies of the full text of the ordinance shall be made available to the public at the time of publication at the office of the County Auditor, and the published notice shall specify where such copies may be obtained;

AND WHEREAS, the Story County Planning and Zoning Commission will review and consider the proposed ordinance amendment at their November 7, 2018 meeting.

NOW THEREFORE BE IT RESOLVED that a public hearing date on this matter be held on the proposed Ordinance No.279 on the 13th of November, 2018, at the Story County Administration Building, 900 6th St, Nevada, Iowa, at 10 o'clock am and the Board of Supervisors directs Planning and Development staff to place copies of the full text of the ordinance with the Office of the County Auditor.

Dated this 6th day of November 2018.



Board of Supervisors



Attest: Story County Auditor

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

**STORY COUNTY SHERIFF
SERVICE AGREEMENT
18-08**

The following agreement is intended to be the sole and only agreement between the parties and supersedes all other agreements. All terms and conditions are in their customary usage and any additional definitions of terms or conditions are stated in this agreement.

Definitions:

The Agreement is this five-page agreement identified by the numerical designation and any and all attachments reference.

Story County Sheriff, hereinafter (the "Service Provider") agrees to provide the services as listed in this agreement.

The Gamma Phi Beta sorority hereinafter (the "Contractor") agrees to employ the Service Provider as set forth by the terms listed in this agreement.

The Parties, refers to the "Service Provider" and the "Contractor".

Additional Terms, if none then state "none":

None _____

Terms

Service Provider:
Story County Sheriff's Office
1315 South "B" Avenue
Nevada, IA 50201
515-382-7457

Contractor Address:
Gamma Phi Beta
308 Pearson Ave
Ames, Iowa 50014
(515) 292-3806

I Description of Services

The Service Provider shall provide the services of law enforcement during the times and days specified at the location(s) indicated. These services include, but are not limited to, armed deputies in marked patrol vehicles and dispatch services including 911 emergencies. Specific instructions for services shall be included in division II for "Additional Services". This agreement should be considered as in addition to the law enforcement responsibilities of the Story County Sheriff for geographic area of Story County. However, this agreement shall not supplant or subordinate the law enforcement and public safety duties and responsibilities of the Story County Sheriff's Office and this agreement shall at all times remain subordinate to the duties, responsibilities and discretion of the Sheriff, his deputies, agents and employees under all circumstances.

II Additional Services

List the specific additional services requested by the Contractor. Include any specific instructions to the Service Provider from the Contractor which are to be made a part of this agreement. (Refer to attachments here and staple attachments to back.)
Duty Requirements attached

III Times and location(s)

The Contractor requires the services of the Service Provider at the following location:
(For more than one location list in section C and make attachments as necessary.)

Location: Prairie Moon Winery
3801 W 190th St
Ames, Iowa 50014

A. If the services is to continue for an indefinite period complete this section only.

State date of service: _____
Day Month Year

B. If the service is to be for a single date complete this section only.

Date of service: _____
Day Month Year

C. If the service is for more than one date or is to continue on different dates at different locations use the chart below.

Start date of service: _____
Day Month Year

Chart

Days	Times
Monday _____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.
Tuesday _____	_____ a.m. to _____ a.m. and _____ p.m. to _____ a.m.
Wednesday _____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.
Thursday _____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.
Friday _____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.
Saturday _____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.
Sunday _____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.

Additional Locations:
Address:
City/rural:

(If necessary attach additional descriptions)

IV Duration of Agreement

This agreement shall be in effect for the period(s) stated in section III. For continuing agreements, it shall remain in effect until terminated in accordance with the section VII of this agreement.

V Fees

The Contractor agrees to pay:

Sixty-five dollars (\$65.00) per hour for a minimum of two (2) hours for the Story County Sheriff, and each Story County Deputy Sheriff, Senior Reserve Deputy, Dispatcher, Detention Officer, Diver (dive team members are required to work in a team of four) and civilian employees.

Thirty-two dollars and 50 cents (\$32.50) per hours for a minimum of two (2) hours/for each Story County Sheriff's Reserve (Reserves are required to work in pairs unless authorized by the Sheriff or designee).

VI Payment

Contractor agrees to pay for ___ one time/or multiple event in advance; or pay on a XX monthly basis as invoiced by the Story County Sheriff. (Check which payment)

VII Changes or Termination during the Agreement

The parties recognize that the business of law enforcement and private interest may change. The Contractor understands that public protection or economic demands may require the Service Provider to focus resources in other areas. The Service Provider recognizes that private business may develop other needs or demands. This understanding is to ensure both parties have the ability to amend or terminate the agreement before the expiration date. The parties may amend the agreement only in writing signed by both the Contractor and the Service Provider. Termination of the agreement shall be written notice. An agreement for single or multiple events where payment has been made in advance requires ___ days notice for a full refund. All other agreements require thirty (30) days notice. During the thirty-day period the parties agree to perform their respective obligations unless otherwise agreed in writing. The foregoing requirements for amendment or termination shall not apply when, in the sole discretion of the Sheriff, his deputies, agents and employees; the duties and responsibilities of the Sheriff's Office to protect and promote public safety and law enforcement require that the resources and personnel for the Sheriff's Office be redirected away from Contractor's event or venue to respond to emergency or urgent calls for assistance by any person or entity other than the Contractor. In the event that personnel or resources of the Sheriff's Office are redirected to respond to an emergency or urgent call away from Contractor's venue, or if circumstances require additional resources/personnel to maintain order and safety at the venue covered by this agreement, the parties will later endeavor to negotiate a fair and reasonable accommodation which may include but is not necessarily limited to refund of any prepaid services not delivered by the Service Provider, or additional payment from the contractor.

VIII Confidentiality

It is necessary that the Contractor understand when contracting with a public entity that The contract is public information and will be produced when requested as required by law. The Contractor should be mindful of the public's right to know.

IX Liability

The Parties shall maintain insurance during this agreement. Each party will be Responsible for their respective acts. The Service Provider, its employees or Agents shall not be responsible for any special, incidental or consequential Damages to the Contractor while acting in performance of this agreement.

X Acts of God and Acts of Others

The Service Provider is not responsible in the event of a natural disasters, or acts of civil unrest, or acts of Contractors employees, agents or third persons which prevent Service Provider from performing as expected or originally intended under this agreement.

XI Hazards

Contractor shall have a duty to inform the Service Provider of any known hazards, either natural or manmade, which may pose a danger to an employee or agent of the Service Provider, that exist upon or appurtenant to any property owned or leased by the Contractor. This shall be a continuing duty for the Contractor.

XII Inconsistent Terms

The Contractor by this agreement has attempted to reduce the chance for misunderstanding by the inclusion of all terms. The Contractor and the Service Provider agree to resolve any dispute in a manner using common English usage of the term(s) in dispute.

XIII Representative

The Contractor designates **Kayla Fuller** as their representative and contact for this agreement with the following address and phone numbers listed below. The Service Provider requires twenty-four (24 hr(s) contact information from the Contractor and agrees to supply the same twenty-four (24 hr(s) contact to the Contractor.

Service Provider Representative

Contractor Representative

Lt. Gary Backous

Kayla Fuller

Address:

**Story County Sheriff
1315 South "B" Avenue
Nevada, IA 50201
515-382-7457
gbackous@storycountyia.gov**

**Gamma Phi Beta
308 Pearson Ave
Ames, Iowa 5001
(319) 640-8852
kmfuller@iastate.edu**

Billing Address:

Contact Person: Same as above.
Contractor Billing Address: Same as above

Make payment payable to: **Story County Treasurer**

Mail Payments to: **Story County Sheriff
P O Box 265
1315 South "B" Avenue
Nevada, IA 50201**

Service Agreement Signatures

Service Provider

Lt. Jay Dan
Authorized Representative

Lieutenant, Support Services

Title

10 / 30 / 18
Date

Contractor

[Signature]
Authorized Representative

Director of Internal Events

Title

10 / 31 / 2018
Date

The Service Provider representative has the authority to enter this agreement as authorized by the Story County Board of Supervisors. The date of this agreement by the Board of Supervisors is 11 / 6 / 18

[Signature]
Board of Supervisors

[Signature]
Attest: Story County Auditor

(Staple attachments to back)

Closure No. 19-21

Date 10/29/2018

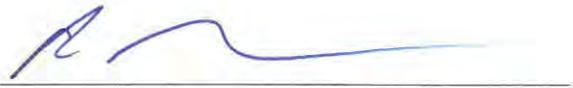
Resolution

BE IT RESOLVED

by the Board of Supervisors of Story County, Iowa, to approve the road closure(s) for the purpose of Resurfacing in Franklin Twp. Sect. 17 on West 190th Ave. from West 510th Ave. to George Washington Carver Ave.

Motion by: Olson Seconded by: Chitty

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



Story County Board of Supervisors

STORY COUNTY UTILITY PERMIT

Date 11/2/18

To the Board of Supervisors, Story County, Iowa:

The Consumers Energy Company, incorporated under the laws of _____ authorize to do business within the State of Iowa, with its principal place of business at _____ 2074, 242nd St Marshalltown, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of electric on secondary route 320th St, from 59833 320th St to under the road, a distance of 270 ft 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:
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 11-2-18

Consumers Energy
Name of Company (Applicant - Permittee)

Elliot Mayland 641-485-4064
by Phone no.

Recommended for Approval:

Date 11-2-18

Daren Mun
Asst. County Engineer 515-382-7355
Phone no.

Approved:

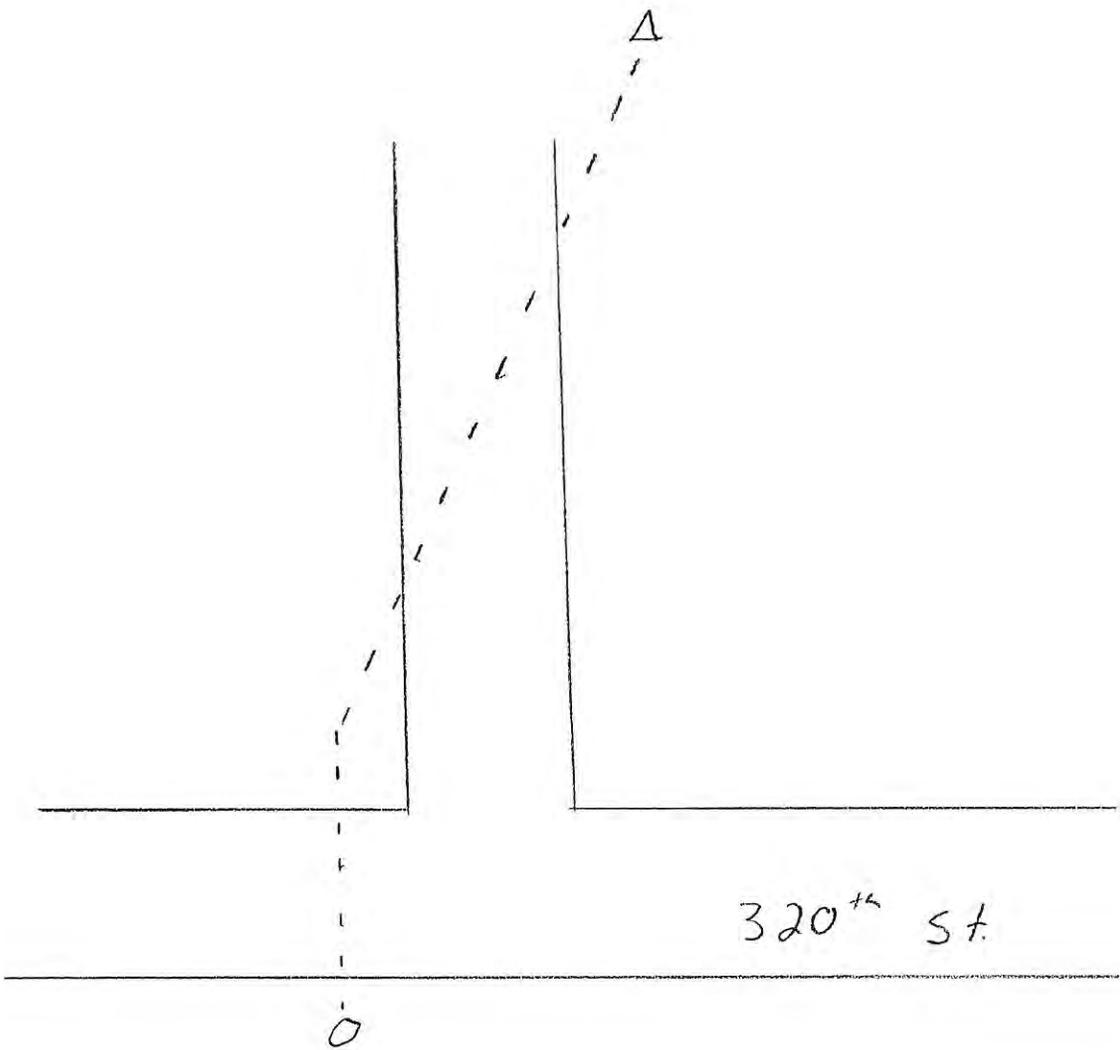
Date 11/6/18

[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.



59833



Story County Animal Control

“Animals in Disaster”

Information and Protocol

APPROVED

DENIED

Board Member Initials: _____

Meeting Date: _____

Follow-up action: _____

“Preparing for Disaster With Your Pets”

No one likes to think that their health and safety or that of their pets would ever be put in jeopardy by a natural or man-made disaster. But the fact of it is, that every person should be aware of the steps that would and should be taken if an emergency of major proportion would occur. The following suggestions and information are for pet owners in Story County.

- 1. Always have a plan in mind of where you might board or take your pets to in the event of an emergency.**
- 2. Make sure that you have a route planned ahead of time, and always have an alternative route in case the one you were going to use is not available.**
- 3. Have a pet taxi, cage, pet porter, carrier or whatever you could use to transport an animal available at all times.**
- 4. Make sure that transportation device is large enough to comfortably hold your animal for several days if needed. Have that device labeled with other contact people in case you are unable to take care of the animals. Also label the device with your personal name, address and phone number, and any special needs the animal might have.**

- 5. Have a supply of food, fresh water, blankets, towels, leashes, collars, food and water bowls, supplies to clean up feces, and any needed medication etc. ready to take with you also.**

- 6. Keep your animals up to date on current shots, particularly the rabies vaccine, so if the animal needs to stay at an animal shelter, vets office or other holding facility, it can do so without issue. (the rabies shot is a required vaccine at all times in the State of Iowa, and Story County, and therefore should always be kept up to date.) Having the health and vaccination papers with the animals is necessary.**

- 7. Livestock and exotic animals should also be kept current on any needed vaccines, in case they need to be transported over state lines. Again, having the health and vaccination papers with the animals is necessary. Remember, if there is a disaster or emergency, it is highly likely that your vet will not be available for an appointment. Be pro-active!**

- 8. Let all family members or other people living in the home or area be aware of how you have prepared, and any instructions you might have for your animals. If you were hurt or injured and could not take on the responsibility of your animal(s) at that time, proper information will help save the life of your pet!**

- 9. Practice putting all of these suggestions into play, so that in an event of a disaster, you are confident of what you must do.**

What potential disasters could you and your pet face?

- 1. Chemical Spills**
- 2. Fire**
- 3. Nuclear attack or fall-out**
- 4. Floods**
- 5. Widespread pandemic**
- 6. Drought**
- 7. Tornados**
- 8. Blizzard**
- 9. Power grid down**
- 10. Terrorist Attacks**

These are just some of the things that could be a potential problem. In the world we live in today, there are many other possibilities to plan and be ready for.

What should the duties of the Story County Animal Shelter be in the event of an emergency?

Since there will undoubtedly be several animals already in-house at the animal shelter, and a limited amount of space, it is important that you take responsibility ahead of time for your own animals. After all, that is one of the jobs involved with owning an animal. The staff at the animal shelter would do everything they could to help you find alternative housing temporarily for your pets, or find you a safe haven for them if needed, but having a plan ready of your own is vital. We will have a list of contacts that may be able

to help you, but depending on the severity or location of the disaster, those people may not be available to help you. This department has attended Red Cross meetings and planning sessions, but again, taking responsibility for your own animals is the best situation for them and you. Under NO circumstances should you keep your animals tied up, or left behind, nor turned loose to fend for themselves.

Entities that may be involved or called into help in the event of an emergency

- 1. Story County Animal Shelter and Control: 515-382-3338 (Sue McCaskey's cell phone 515-231-3553)**
- 2. Story County Sheriff's Office 515-382-6566**
- 3. Story County EMS 515-382-7315**
- 4. Ames Animal Shelter and Control 515-239-5530**
- 5. American Red Cross 515-232-5104**
- 6. Boone Area Humane Society 515-432-6112**
- 7. Animal Rescue League of Iowa 515-262-9203**
- 8. SHRA (Students helping rescue animals/affiliated with ISU)
President- 563-249-8139**
- 9. Facebook Page- Story County Animal Shelter has a very large Facebook following with many of our volunteers part of this page, who would respond in the event of an emergency.**

Veterinarians

- 1. All Pets Animal Hospital 515-233-1756**
- 2. Ames Pet Hospital 515-282-8885**
- 3. Abby's Road Veterinary Care 515-290-3598**
- 4. Boone Veterinary Hospital 515-432-4601**
- 5. Community Vet Clinic 515-382-1294**
- 6. Heartland Pet Hospital 515-733-2218**
- 7. ISU Vet Teaching Hospital 515-294-4900**
- 8. ISU Small Animal Clinic 515-294-4900**
- 9. ISU Large Animal Clinic 515-294-1500**
- 10. Nevada Vet Clinic 515-382-2400**
- 11. Pet Medical Center 515-232-7204**
- 12. Sievers Vet Clinic 515-228-3545**
- 13. Slater Animal Hospital 515-685-3526**
- 14. Somerset Veterinary Clinic 515-292-0400**
- 15. Story County Vet Clinic 515-232-8766**

Other Organizations Who May Be Of Assistance:

- 1. Iowa Cattleman's Association 515-296-2266**
- 2. Iowa Department of Agriculture 515-231-5305**
- 3. Iowa Pork Producers 515-225-7675**
- 4. Iowa Poultry Association 515-232-2103**
- 5. National Animal Disease Lab 515-663-7200**
- 6. ISU Diagnostic Lab 515-294-1950**

In the aftermath of an emergency, animals who did not survive or are found dead would be taken to ISU or local veterinarians for incineration.

Kennels, Boarding Facilities, and Groomers that may also be able to offer assistance

- 1. Cyclone Country Kennel Club 515-233-4650**
- 2. Doggie Dude Ranch 515-382-1444**
- 3. Hurd's Hound Haven 515-388-4662**
- 4. Top Paw 515-233-9663**
- 5. Wind Dancer Kennels 641-377-2158**
- 6. (If needed...Animal Rescue League of Iowa 515-262-9203)**
- 7. Petco- Ames 515-233-3012 (for reptiles, birds, fish)**
- 8.**

There is also an emergency/disaster trailer provided by the Humane Society of the United States for disasters. It contains many needed animal supplies in the event of an emergency.

"Keepers of the trailer" are:

Carol Griglione 515-979-4207

Josh Colvin (ARL) 515 979-4229

Tom Colvin (ARL) 515-979-4208

Livestock Hauling and Trucking

- 1. Perisho Trucking 515-487-7484**
 - 2. Reed Livestock Trucking 515-487-7336**
- We also have a 16' livestock trailer at the shelter which can/will be used to haul animals if needed.**

People Who Will House Livestock in the Event of an Emergency

- 1. Bill Couser 515-382-6101, 515-382-2599, or 515-231-0614**
- 2. Linda Franklin 515-597-2165 or 515-460-1216**
- 3. Dr. Tammy Kersting 515-733-4201 or 515-233-6689**
- 4. Rod Maxwell 515-387-1374, 515-382-8609 or 515-290-3485**
- 5. Dr. Scott and Dr. Liz McClure 515-432-4579, 515-231-9176**
- 6. Frank and Cynthia McLain 515-382-4855 or 515-231-2318**
- 7. Duane and Bonnie Severson 515-232-0467**
- 8. Bre VanSickle 515-231-0648**
- 9. Lisa and Randy Markley 515-460-2620**
- 10.**

According to the “Humane Society of the United States”, when getting your disaster plans in mind, these are questions you should ask yourself:

If you have pets....

*Can you gather all your pets and put them into pet carriers in time? Do you have carriers for all of your pets? Are all your pets wearing collars and ID tags with their name, your name, your phone number and an emergency phone number?

If your cat escapes the cat carrier and becomes lost, could you provide a photograph? Do you know where you can go with your pets in the event of an emergency evacuation? Do you know of any animal friendly motels nearby? Do you know where your local emergency animal shelter is located?

Do you have your veterinarians telephone number on your list of emergency numbers in case your dog, cat or other domestic animal becomes ill? Do you have a contingency plan to evacuate your pets if something happens when you are at work? Where is your pet’s disaster evacuation emergency “go kit”?

If you have horses....

*Can you have your horses loaded on the trailer, ready to leave in time? Will your horse trailer hold all of your horses, so that none are left behind? Have you recently tried trailering your horses? Is the horse wearing a halter or any form of ID that has your name, horses name, your phone number, and an emergency phone number on it?

Do you know where you can go with your horses in the event of an emergency evacuation? Do you know where there are people who can board your horses and take care of them until the disaster is over, or things are better?

Do you have your horses' Coggins tests in your emergency packet to present to any officials that might ask to see them? When you arrive at the place where you are going to keep your horses, after several days, could you provide identification photos and descriptions from your emergency packet to prove ownership?

If you have farm animals....

*Can you evacuate your animals in time? Do you have a way to transport your animals? Have you mapped out an evacuation route? Do you have a safe place to shelter your animals on your property if you cannot evacuate them? Do you have materials on hand to reinforce your barn and buildings? Do you have a backup plan for feeding and watering your animals should your power supply be cut off?

*If you answered "no" to any of these questions, a plan for your animals is suggested, and highly recommended.

Other Sources of Information

1. www.ready.gov then go to Featured Ready Content/Pet Owners
2. www.humanesociety.org/about/departments/disaster
3. www.aspca.org/
4. www.redcross.org/prepare/disaster/petsafety



Story County Economic Development Group Meeting Minutes

October 27, 2017

Public Meeting Room – Story County Administration Building (Nevada)

ATTENDEES: Jennifer Davies, Scott DeYoung, Greg Schlueter, Amy Kohlwes, Dan Culhane, Matt Sexton, Lynn Schulte, Lauris Olson, Leanne Harter, Brenda Dryer, Mark Jackson, Abby Huff, Marty Chitty, John Haldeman, LaVon Schiltz, Jennifer Heithoff, Karen Davis, Jodi Meredith, Steven Gast, Sonia Arellano Dodd

1. Welcome and Introductions
2. Approval of Minutes from August 17, 2017.

Scott DeYoung motioned, LaVon Schiltz second. Passed unanimously.

3. Presentation – Matt Sexton/Senator Ernst regarding Farm Bill and impacts on Story County

Mr. Matt Sexton addressed the attendees, outlining the challenges and opportunities relating to the approaching deadline of the Farm Bill. The group collectively discussed issues related to the RFS, USDA loan guarantee programs, broadband, rural water, workforce, immigration, and rural transportation needs and challenges.

4. Review and Approval of FY2018 Annual Allocation to each Community/Entity

Chair Jennifer Davies handed out information regarding potential amounts. There was discussion as to how the amount for special projects and allocations have been determined based on past practices. Mr. DeYoung indicated support of not doing project funds, commenting that removes grant tensions away from the entire group. Mr. Steve Gast commented he was not in favor of removing funding for special projects. Mr. John Haldeman questioned whether funding would be added to the base amount. Ms. Lauris Olson noted the historical societies questioned whether some of their projects would qualify for funding. Mr. Mark Jackson reminded the group that funds need to be set aside every other year to assist with the Laborshed Study. Mr. Gast questioned whether changing amount for special projects would require amending bylaws.

Motion: Approve as presented for FY18. Bring language forward to amend the bylaws at the next meeting noting each eligible community gets \$1,000 and up to \$4,000 for FY19.

Steve Gast motioned, Greg Schlueter second. Passed unanimously.

5. Forms and Logos

Ms. Leanne Harter distributed forms as required in the by-laws and logo developed by AEDC for usage by SCEDG.

Motion: Approve logo and forms as presented.

Steve Gast motioned, Dan Culhane second. Passed unanimously.

6. Community and County Updates

Maxwell

The city is working with Story County to update comprehensive plan and urban revitalization plan. There is a developer interested in northeast area of the community.

Collins

The new firehouse is finished and occupied. A business acquired and is using the old.

Colo

The city is still working with the developer on a preliminary plat for the residential development west of town. The school bond issued failed, and communities are working with the school district for a questionnaire for newsletters.

Ames

The city has begun working through the comp plan process.

Roland (EDC)

New street banners have been installed. Continue meeting with property owners to have them keep going on plans.

Gilbert

South Gretten has re-opened. Fourteen acres each of city hall purchased by a developer, which will build out as a combination of residential and commercial. The wastewater system is at capacity.

Story City

All roads are now open. The North Park improvements in progress.

Story County

Story County considering paving highly traveled roads. At 1/3rd of the way through the budget year, Story County is where thought to be during budget time.

Huxley

Three new site plans received along with 70 plus lots for residential subdivision.

Nevada

There continues to be a need for more housing in the community. The rec center is progressing, which may be shared school and city project.

Zearing

The new businesses opened 6 months ago closed, but a tentative other business has expressed interest.

Roland (City)

City Hall will be located now on main street.

Kelley

The city is working with Story County on the county shed development. A new business has opened and negotiations for sale of the empty lot on main street underway.

Slater

Building on Hwy 210 purchased by new business. City is working on citywide street paving.

7. Comments Regarding Non-Agenda Items

Ms. Dryer and Ms. Leanne Harter distributed and reviewed a preliminary proposal for consideration for the SCEDG to plan and host a countywide economic development summit in 2018. More details will be brought forward in January.

8. Dates to Remember: none noted.

9. Next Meeting

Thursday, January 25th at 10:00 am in Story City.

10. Adjournment

APPROVED **DENIED**
Board Member Initials: JS
Meeting Date: 11/6/18
Follow-up action: _____

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

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

BYLAWS OF THE

STORY COUNTY ECONOMIC DEVELOPMENT GROUP

ARTICLE 1: NAME AND PURPOSE

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

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

1. Secure Story County (herein after referred to as "County") funding and to oversee the distribution of County funds annually budgeted by the Story County Board of Supervisors (herein after referred to as the "Board of Supervisors").
2. Develop proposals for County funding of economic development initiatives and recommend funding to the Board of Supervisors.
3. Establish guidelines to administer the SCEDG County Funding Program (herein after referred to as "Program"). A copy of the Program Guidelines shall be attached to these bylaws, and by this reference, is made a part of these bylaws. The following initiatives are areas in which members of the SCEDG may use the Program, if deemed eligible:
 - a. Economic development staff and administration
 - b. Community marketing and prospecting
 - c. Development of promotional materials
 - d. Consulting and planning services
 - e. Speculative buildings
 - f. Tourism attractions (which create a major impact on the entire county)
 - g. Commercial development
 - h. General Community betterment activities (excluding general infrastructure)
 - i. Main Street projects which are part of a planned community project, including, but not limited to, such things as streetscaping, facilitators for planning, focus groups, and community-based restoration.

- j. Welcome Signage and Community Beautification
- k. Community-driven housing promotion, including, but not limited to housing assessments, marketing of housing opportunities, and marketing for recruitment of potential developers.
- l. Industrial and commercial park preliminary studies.
- m. Directional and local attraction signage.

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

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

ARTICLE 2: OFFICES

Section 2.01. Principal Office. The principal office of the SCEDG shall be as follows: Story County Economic Development Group, Story County Administration, 900 6th Street, Nevada, Iowa 50201. The mailing office for the SCEDG may change within Story County as may be necessary based on the Chairperson of the SCEDG.

Section 2.02. Website. The official website for the SCEDG shall be part of the Story County website, registered as www.storycountyiowa.gov.

ARTICLE 3: OFFICERS

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

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

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

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

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

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

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

ARTICLE 4: MEETINGS

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

Section 4.02. Regular Meetings. The SCEDG shall generally meet quarterly at such time and place as may be designated by the Chair, and said meeting shall be known as a regular meeting of the SCEDG.

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

Section 4.04. Notice of Meetings. Public notice will be given of the time, date, and place of the meeting and its tentative agenda. Reasonable notice of the meeting will be given to the media and posted on the official bulletin board at the County Administration Building in Nevada, Iowa. All documents will be available to the public in compliance with the Iowa Public Records Law outlined in Chapter 22 of the

Code of Iowa, as amended, in accordance with the adopted Story County Open Records Policy and Procedure, adopted by reference in these bylaws. This shall be accomplished by submitting all minutes and supporting documentation to the Story County Board of Supervisors for approval.

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

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

ARTICLE 5: VOTING AND RULES OF ORDER

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

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

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

ARTICLE 6: CONFLICT OF INTEREST

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

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

ARTICLE 7: COMPENSATION

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

ARTICLE 8: COMMITTEES AND STAFF ASSISTANCE

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

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

ARTICLE 9: AMENDMENT PROCEDURES

Section 9.01. Amending Bylaws. The bylaws may be amended by a majority vote of the members of the SCEDG at any regular or special meeting provided the proposed amendment has been submitted to the Executive Board and its recommendation presented to the members in writing. As amendments to these bylaws are adopted, the bylaws shall be revised to reflect that amendment and the date the bylaws were amended. Revised bylaws shall be submitted to the County within sixty (60) days from their passage and effective date.

Section 9.02. Amending County Funding Program. The Program may be changed, from time to time as conditions warrant and for the good of the organization, separate from the amendments made to these

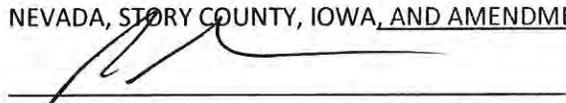
bylaws. Amendments to the Program shall first be considered by the SCEDG subject to the approval of a majority vote of the membership who, in turn shall recommend ~~action~~ action to the Board of Supervisors. The Board of Supervisors shall consider the amendments at a regularly-scheduled meeting. The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

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


Chairperson, SCEDG

11/6/2018
Date

APPROVED BY THE STORY COUNTY BOARD OF SUPERVISORS THIS 1st day of November, 2016, at NEVADA, STORY COUNTY, IOWA, AND AMENDMENTS APPROVED ON THE 6TH DAY OF NOVEMBER, 2018.


Chairperson, Board of Supervisors

11/6/18
Date