

The Board of Supervisors met on 4/30/19 at 10:00 a.m. in the Story County Administration Building. Members present: Linda Murken, Rick Sanders, and Lauris Olson, with Murken presiding. (all audio of meetings available at [storycountyia.gov](http://storycountyia.gov))

**PROCLAMATION RECOGNIZING MAY 5-11, 2019 AS PUBLIC SERVICE RECOGNITION WEEK** – Murken read the proclamation. Olson moved, Sanders seconded approval of the Proclamation Recognizing May 5-11, 2019 as Public Service Recognition Week. Motion carried unanimously (MCU) on a roll call vote.

**HEARTLAND SENIOR SERVICES ANNUAL REPORT** – Nancy Carroll, Executive Director, reported on budget, statistics, programs, activities, Adult Day Center, nutrition, outreach, and the proposed Healthy Life Center.

**MID-IOWA COMMUNITY ACTION (MICA) ANNUAL REPORT** – Arlene McAtee, Executive Director, reported on assistance, transformation efforts, funding, and her upcoming retirement. Josie Stahlin, Family Development Director, reported on programs. Gloria Symon, Health Services Director, reported on dental programs, preventative services, challenges, and successes.

**MINUTES: 4/23/19 Minutes** – Sanders moved, Olson seconded the approval of Minutes as presented. Roll call vote. (MCU)

**PERSONNEL ACTIONS:** 1) new hire, effective 5/10/19, in Sheriff's Office for BriAnna Hardy @ \$1,712.80/bw. Olson moved, Sanders seconded the approval of Personnel Actions as presented. Roll call vote. (MCU)

**CLAIMS:** 5/2/19 Claims of \$301,450.32 (run date 4/26/19, 28 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from Central Iowa Drug Task Force (\$7,287.60), BooSt School Ready Services (\$9,679.33), Holding-Seized Funds (\$7,979.00), Emergency Management (\$3,268.21), E911 surcharge (\$2,366.88), County Assessor (\$3,246.63), Ames City Assessor (\$7,836.94). Olson moved, Sanders seconded the approval of Claims as presented. Roll call vote. (MCU)

Sanders moved, Olson seconded approval of Consent Agenda as presented.

1. Resolution #19-99, Story County Hazard Mitigation Plan
2. Certificate of Appointment of Deputy Sheriff Wayne Selle, effective 4/22/19
3. Renewal Lease for postage machine between Story County and Pitney Bowes for 60 months for \$176.07 per quarter
4. FY20 Provider and Program Participation Agreement with ChildServe, effective 7/1/19-6/30/30
5. State Plan of Operation between State of Iowa and Story County Sheriff's Office for excess property transferred by the federal Department of Defense (DOD) to law enforcement agencies
6. Agreement for software maintenance between Keltek and Story County Sheriff's Office, effective 6/1/19-5/31/19, for \$11,144.00
7. Resolution #19-105 Setting Date and Time for Public Hearing for May 14, 2019, for Consideration of Proposed Plans, Specifications, and Form of Contract for the Hickory Grove park beach house replacement
8. Adopt-A-Road renewal application, effective 1/1/19-12/31/19, in honor of Teddy Perry-Crane on E29 (190<sup>th</sup> Street) from S14 (620<sup>th</sup> Avenue) to 610<sup>th</sup> Avenue
9. Wellmark Consultant Fee Collection Agreement And Authorizing Alissa Wignall To Electronically Sign The Agreement On Behalf Of Story County
10. Resolution #19-100, Setting Date and Time for Public Hearing for May 14, 2019, for Consideration of Resolution #19-101, a Resolution to enter into a Purchase Agreement for the purchase of County property, Parcel 05-22-400-430 and Parcel 05-23-320-140, and authorize the signature upon the Purchase Agreement and all other necessary documentation to effectuate the purchase by the Chairperson of the Board of Supervisors
11. Non-Disclosure Agreement and Vehicle Modification Agreement between SWATMOD LLC and Story County regarding custom modification service for the Sheriff's Office's Mine-Resistant Ambush Protected (MRAP) vehicle for \$28,041.00
12. Utility Permits: #19-48; #19-49

Roll call vote. (MCU)

**RESOLUTION #19-102, FY19 BUDGET AMENDMENT** – Lisa Markley, Assistant Auditor, reported on publication, salaries, and fund balances. Murken opened the public hearing at 10:27 a.m., and, hearing none, she closed the public hearing at 10:27 a.m. Sanders moved, Olson seconded the approval of Resolution #19-102, FY19 Budget Amendment. Roll call vote. (MCU)

**RESOLUTION #19-103, FY19 APPROPRIATION AMENDMENT** – Lisa Markley, Assistant Auditor, reported on appropriation of the funds to spend amended dollars. Sanders moved, Olson seconded the approval of Resolution #19-103, FY19 Appropriation Amendment. Roll call vote. (MCU)

**ANNOUNCEMENT OF TOURISM FUNDING FOR FISCAL YEAR 2020** – Olson reported on discussion during the budget work sessions about expanding access to County funding. Olson stated concerns about transparency. Lisa Markley, Assistant Auditor, reported on an annual budget commitment of \$10,000.00 and background information. Olson stated concerns about automatic funding for a single recipient. Discussion took place. Sanders asked Murken to notify the Iowa Games director. Olson moved that the County approve announcement subject to chair appointing a contact person. Motion dies for lack of second. Olson asked about a contact person. Murken asked Olson to bring the item back on a future agenda.

**RESOLUTION #19-98, KALSEM FAMILY SUBDIVISION, SECOND ADDITION, RESIDENTIAL PARCEL SUBDIVISION** – Amelia Schoeneman, County Planner, reported on applicant, property, total acres, history, frontage, natural resources, surrounding land use, applicable land development regulations, analysis, and alternatives. Sanders moved, Olson seconded the approval of Resolution #19-98, Kalsem Family Subdivision, Second Addition, and Residential Parcel Subdivision under Alternative 1 as presented. Roll call vote. (MCU)

**ANIMAL CONTROL QUARTERLY REPORT** – Sue McCaskey reported on shelter animals, volunteer hours, building remodel, issues, statistics, vaccines, and upcoming events.

**DIRECTION REGARDING STORY COUNTY'S FLOODPLAIN MANAGEMENT PROGRAM** – Leanne Harter, County Outreach and Special Projects Manager, reported on the transition of the program to the Planning and Development department, methods, new maps, National Flood Insurance program, the Community Rating System (CRS) and goals, and responsibilities. Jerry Moore, Planning and Development Director, reported on time spent on the

floodplain management program, and adopting new maps. Harter reported on administrative procedures and other related responsibilities, and asked for direction regarding implementation. Discussion took place. Murken directed that the Board appoint a Community Rating System (CRS) coordinator and floodplain manager as recommended.

**DIRECTION REGARDING AMES ECONOMIC DEVELOPMENT COMMITTEE (AEDC) CONTRACTS** – Leanne Harter, County Outreach and Special Projects Manager, reported on contract renewal, deadline, and stated any Board changes should come to her. Discussion took place. Murken directed as proceed as presented.

**UPCOMING AGENDA ITEMS:** Murken will contact Iowa Games Director. Olson reported on Story County Economic Development Committee Housing needs assessment.

**LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:** Olson reported on meetings.

Sanders moved, Olson seconded to adjourn at 12:00 p.m. Roll call vote. (MCU)

Story County  
Board of Supervisors Meeting  
Agenda  
4/30/19

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. Proclamation Recognizing May 5-11, 2019 As Public Service Recognition Week

Department Submitting Board of Supervisors

Documents:

PROCLAMATION FOR 2019 PSRW.PDF

5. AGENCY REPORTS:

- I. Heartland Senior Services Annual Report - Nancy Carroll

Department Submitting Auditor

Documents:

APRIL 30 2019.PDF

- II. Mid-Iowa Community Action Annual Report - Arlene McAtee, Family Development - Josie Stahlin, And Health Services - Gloria Symons

Department Submitting Auditor

Documents:

HEALTH.PDF  
SCBRDFDANNUALRPT.PDF

6. CONSIDERATION OF MINUTES:

- I. 4/23/19 Minutes

Department Submitting Auditor

7. CONSIDERATION OF PERSONNEL ACTIONS:

- I. Action Forms
  - 1) new hire, effective 5/10/19, in Sheriff's Office for BriAnna Hardy @ \$1,712.80/bw;

Department Submitting HR

8. CONSIDERATION OF CLAIMS:

I. 5/2/19 Claims

Department Submitting Auditor

Documents:

CLAIMS 050219.PDF

9. CONSENT AGENDA:

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

I. Consideration Of Resolution #19-99, Story County Hazard Mitigation Plan

Department Submitting Auditor

Documents:

HAZARD MITIGATION PLAN.PDF

II. Consideration Of Certificate Of Appointment Of Deputy Sheriff Wayne Selle Effective 4/22/2019

Department Submitting Sheriff

Documents:

SELLE CERTIFICATE OF APPOINTMENT.PDF

III. Consideration Of Renewal Lease For Postage Machine Between Story County And Pitney Bowes For 60 Months For \$176.07/Qtr

Department Submitting Sheriff

Documents:

SENDPRO PLUS CUT SHEET.PDF

PITNEY BOWES.PDF

IV. Consideration Of FY20 Provider And Program Participation Agreement With ChildServe Affective 7/1/19 - 6/30/30

ChildServe - Child Care-Children (Not to Exceed \$5,101) \$44.88/1 Full Day; Child Care-Infant (Not to Exceed \$5,198) \$51.00/1 Full Day

Department Submitting Board of Supervisors

Documents:

CHILDSERVE CONTRACT FY20.PDF

V. Consideration Of State Plan Of Operation Between State Of Iowa And Story County

Department Submitting Sheriff

Documents:

SOP STATE OF IOWA.PDF

- VI. Consideration Of Agreement Between Keltek And Story County Sheriff's Office For Software Maintenance Agreement Effective 06/01/19 - 5/31/19 For \$11,144.00

Department Submitting Sheriff

Documents:

KELTECK SOFTWARE MAINT. AGREEMENT.PDF

- VII. Consideration Of Resolution #19-105 Setting Date And Time For Public Hearing For May 14, 2019, For Consideration Of Proposed Plans, Specifications, And Form Of Contract For The Hickory Grove Park Beach House Replacement

Department Submitting Conservation

Documents:

RES 19 105.PDF

- VIII. Consideration Of Adopt-A-Road Renewal Application Effective 1/1/2019-12/31/2019: In Honor Of Teddy Perry-Crane On E29 From S14 To 610th Avenue

Department Submitting Engineer

Documents:

TCP ADOPT A ROAD.PDF

- IX. Consideration Of Wellmark Consultant Fee Collection Agreement And Authorizing Alissa Wignall To Electronically Sign The Agreement On Behalf Of Story County

Department Submitting Board of Supervisors

Documents:

WELLMARK FEE COLLECTION AGREEMENT.PDF

- X. Consideration Of Resolution #19-100, Setting Date And Time For Public Hearing For May 14, 2019, For Consideration Of Resolution No. 19-101 , A Resolution To Enter Into A Purchase Agreement For The Purchase Of County Property, Parcel 05-22-400-430 And Parcel 05-23-320-140, And Authorize The Signature Upon The Purchase Agreement And All Other Necessary Documentation To Effectuate The Purchase By The Chairman Of The Board Of Supervisors

Department Submitting Conservation

Documents:

RES 19 100.PDF

- XI. Consideration Of Agreements Between SWATMOD And Story County For \$28,041 Pending Legal Approval

Department Submitting Sheriff

Documents:

SWATMOD AGREEMENT.PDF

- XII. Consideration Of Utility Permits: #19-48, #19-49

Department Submitting Engineer

Documents:

UT 19 49.PDF

UT 19 48.PDF

10. PUBLIC HEARING ITEMS:

- I. Consideration Of Resolution #19-102, FY19 Budget Amendment-Lisa Markley

Department Submitting Auditor

Documents:

AMENDMENT RESOLUTION 19102.PDF

11. ADDITIONAL ITEMS:

- I. Consideration Of Resolution #19-103, FY19 Appropriation Amendment-Lisa Markley

Department Submitting Auditor

Documents:

APPROPRIATION RESOLUTION 19103 .PDF

- II. Discussion And Consideration Of Announcement Of Tourism Funding For Fiscal Year 2020 - Lauris Olson

Department Submitting BOS

Documents:

GRANT TOURISM.PDF

- III. Discussion And Consideration Of Resolution #19-98, Kalsem Family Subdivision, Second Addition, Residential Parcel Subdivision - Amelia Schoeneman

Department Submitting Planning and Development

Documents:

STAFF REPORT.PDF  
RESOLUTION 19 98.PDF  
FINAL PLAT.PDF  
APPLICATION MATERIALS.PDF

12. DEPARTMENTAL REPORTS:

I. Animal Control Quarterly Report - Sue McCaskey

Department Submitting Auditor

Documents:

ACO.PDF

13. OTHER REPORTS:

I. Discussion And Direction Regarding Story County's Floodplain Management Program -  
Leanne Harter, Jerry Moore, And Deb Schildroth

Department Submitting BOS

Documents:

FLOODPLAIN MANAGEMENT.PDF  
TIMEFRAME.PDF

II. Discussion And Direction Regarding AEDC Contracts - Leanne Harter

Department Submitting Board of Supervisors

Documents:

MEMO ON FY2020 CONTRACTS FOR BOS.PDF  
AEDC WORKFORCE DEVELOPMENT SRV 2018.PDF  
AEDC ECONOMIC DEVELOPMENT SRV 2018.PDF

14. UPCOMING AGENDA ITEMS:

15. 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.

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

17. 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  
Tentative Agenda  
4/30/19

NAME

ADDRESS

Lucas Schaudt  
Kathleen Kalsam  
Susan Schaudt  
Jerry Moore  
Amelia Schaeferman  
Sally Brogden  
Beth Lindvall  
Nick Lennie  
Jane Punkte  
Arlene McHtee  
Josie Stahlin  
Ontario L. Joreldahl  
Dede Schildroth  
Alissa Wigan  
Dana Martley

MICA  
58439 340th St Cambridge  
111 Lynwood Dr Hurley  
406 Marshall St. Slater  
P&O Dept  
P&D  
Facilities MGMT  
BOS  
SCSO  
Nevada  
MICA  
MICA  
SCSO  
BOS Office  
BOS  
Audi

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Prepared and return to the Auditor- 900-6'b St., Nevada, IA. 50201

**Resolution # 19-99**

**Adopting the Story County Multi-Jurisdictional Local Hazard Mitigation Plan**

**Whereas**, the Story County Board of Supervisors seeking FEMA approval of hazard mitigation plan recognizes the threat that natural hazards pose to people and property within our community; and

**Whereas**, undertaking hazard mitigation actions will reduce the potential for harm to people and property from future hazard occurrences; and

**Whereas**, the U.S Congress passed the Disaster Mitigation Act of 2000 ("Disaster Mitigation Act") emphasizing the need for pre-disaster mitigation of potential hazards;

**Whereas**, the Disaster Mitigation Act made available hazard mitigation grants to state and local governments; and

**Whereas**, an adopted Local Hazard Mitigation Plan is required as a condition of future funding for mitigation projects under multiple FEMA pre- and post-disaster mitigation grant programs; and

**Whereas**, the Story County Board of Supervisors fully participated in the hazard mitigation planning process to prepare this Multi-Jurisdictional Local Hazard Mitigation Plan; and

**Whereas**, the Iowa Homeland Security and Emergency Management Division and the Federal Emergency Management Agency Region VII officials have reviewed the "Story County Multi-Jurisdictional Local Hazard Mitigation Plan," and approved it contingent upon this official adoption of the participating governing body; and

**Whereas**, the Story County Board of Supervisors desires to comply with the requirements of the Disaster Mitigation Act and to augment its emergency planning efforts by formally adopting the Story County Multi-Jurisdictional Local Hazard Mitigation Plan; and

**Whereas**, adoption by the governing body for the Story County Board of Supervisors demonstrates the jurisdictions' commitment to fulfilling the mitigation goals outlined in this Multi-Jurisdictional Local Hazard Mitigation Plan

**Whereas**, adoption of this legitimizes the plan and authorizes responsible agencies to carry out their responsibilities under the plan;

Now, therefore, be it resolved, that the Story County Board of Supervisors adopts the "Story County Multi-Jurisdictional Local Hazard Mitigation Plan" as an official plan; and

Be it further resolved, the Story County Board of Supervisors will submit this Adoption Resolution to the Iowa Homeland Security and Emergency Management Division and Federal Emergency Management Agency Region VII officials to enable the plan's final approval.

Motion by: Sanders, Seconded by: Olson

Voting Aye: Sanders, Olson, Murken

Voting Nay: None

Abstaining: None

Absent: None

Approved this 30<sup>th</sup> day of April, 2019

-   
Chair, Board of Supervisors

Attest:   
Lucy Martin, County Auditor

# CERTIFICATE OF APPOINTMENT OF DEPUTY SHERIFF

STATE OF IOWA, STORY COUNTY, ss.

I, Paul H. Fitzgerald, Sheriff of Story County, Iowa, do hereby constitute and appoint Wayne Allan Selle as deputy sheriff and do hereby authorize and empower him to do and perform in my name as such Deputy Sheriff, all acts and things that may lawfully be done by him as such Deputy Sheriff beginning the 22<sup>nd</sup> day of April, A.D. 2019.

Given under my hand this 19<sup>th</sup> day of April, A.D. 2019.

  
Paul H. Fitzgerald  
Sheriff of Story County

STATE OF IOWA, STORY COUNTY, ss.

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

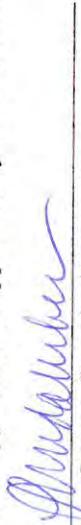
  
Wayne Allan Selle

Subscribed and sworn to before me, this 19<sup>th</sup> day of April, A.D. 2019.

  
Notary



Above appointment approved by the Board of Supervisors of Story County, this 30 day of April A.D. 2019.

  
Story County Board of Supervisors

  
Attest: Story County Auditor

Commerce solutions,  
from the Craftsmen of Commerce.

pitney bowes 



Shipping  
Shipping Solutions

SendPro®+

# Experience our most powerful way to send.

SendPro+ is designed to take the guesswork out of all of your day-to-day sending needs.

- Choose the best option among multiple carriers (USPS®, UPS® and FedEx®) at discounted rates.
- Weigh packages with the integrated 15lb. scale and print labels directly from device.
- Print discounted postage and seal envelopes at up to 65 letters per minute.
- Track shipping and mailing activity in real time with our exclusive, integrated apps.
- Access SendPro Online, our powerful software solution, from any PC anytime, anywhere.



For more information, visit us online: [pitneybowes.com](http://pitneybowes.com)

## SendPro®+ Specifications:

### Hardware: SendPro C425

User display	Color touchscreen
Envelope processing	Up to 65 letters per minute, semi-automatic feeding
Envelope moistener	Standard
Integrated scale	Up to 15 lbs.
Shipping label printer	(4" x 6") Optional: Compliant to USPS and alternate carriers
Electrical and approvals	100 – 120 VAC, 50/60 Hz, 1.0A
Dimensions	16 1/2" L x 15 1/2" D x 11 1/2" H
Envelope sizes	Up to 3/8" thickness. Media sizes: 3" x 5" up to 13" x 15"

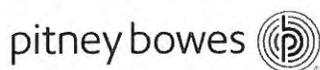
### Software: SendPro Online and integrated applications

Pre-loaded apps	
Multi-carrier shipping	USPS®, UPS®, FedEx®
USPS retail rates and extra services	
Commercial Base Pricing	
Label and report printing	Print to network printer
Connectivity	LAN (wired) or Wi-Fi (wireless)
Included services	
Basic accounting	Up to 100 accounts; Up to 10 devices
Basic analytics	High-level analytics
AutoInk™	Save 20% with enrollment*
Optional Add-On Features	
Electronic Return Receipt	
Premium accounting	Up to 500 accounts, Up to 100 devices
Premium analytics	Detailed analytics, insights and reports
External scale	70 lbs
Multi-user access	Coming soon
Label and report printing	Laser printer for reports

\*Get automatic ink replenishments at savings of 20% off the retail price when you enroll in the AutoInk program.



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Stamford, CT 06926-0700

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1	PAB1	C Series Premium App Bundle
1	PTJ1	Postal Shipping
1	PTJA	SendPro Basic 1 User
1	PTJN	Single User Access
1	PTK1	Web Browser Integration
1	PTK2	SendPro C Series Shipping Integration
1	SJS1	C200 Softguard
1	STDSLA	Standard SLA-Equipment Service Agreement (for SendPro C Series – C425)
1	ZH24	Manual Weight Entry
1	ZH27	HZ02 65 LPM Speed
1	ZHC425	SendPro C425 Base System Identifier
1	ZHD5	USPS Rates with Metered Letter
1	ZHD7	E Conf Services for Metered LTR. BDL

**Your Payment Plan**

<b>Initial Term:</b> 60 months	<b>Initial Payment Amount:</b>	
<b>Number of Months</b>	<b>Monthly Amount</b>	<b>Billed Quarterly at*</b>
60	\$ 58.69	\$ 176.07

\*Does not include any applicable sales, use, or property taxes which will be billed separately.

- Tax Exempt Certificate Attached
- Tax Exempt Certificate Not Required
- Purchase Power® transaction fees included
- Purchase Power® transaction fees extra

**Your Signature Below**

Non-Appropriations. You warrant that you have funds available to make all payments until the end of your current fiscal period, and shall use your best efforts to obtain funds to make all payments in each subsequent fiscal period through the end of your lease term. If your appropriation request to your legislative body, or funding authority ("Governing Body") for funds to make the payments is denied, you may terminate the lease on the last day of the fiscal period for which funds have been appropriated, upon (i) submission of documentation reasonably satisfactory to us evidencing the Governing Body's denial of an appropriation sufficient to continue the lease for the next succeeding fiscal period, and (ii) satisfaction of all charges and obligations under the lease incurred through the end of the fiscal period for which funds have been appropriated, including the return of the equipment at your expense.

By signing below, you agree to be bound by all the terms of this Agreement, including the Pitney Bowes Terms (Version 1/19), which are available at <http://www.pb.com/state/localmyterms> and are incorporated by reference. This lease will be binding on us after we have completed our credit and documentation approval process and have signed below. This lease requires you either to provide proof of insurance or participate in the ValueMAX® equipment protection program (see Section 6 of the State and Local Fair Market Value Lease Terms) for an additional fee. If software is included in the Order, additional terms apply which are available by clicking on the hyperlink for that software located at <http://www.pitneybowes.com/us/license-terms-of-use/software-and-subscription-terms-and-conditions.html>. Those additional terms are incorporated by reference.

Not Applicable  
State/Entity's Contract#  
\_\_\_\_\_  
Linda Murken  
\_\_\_\_\_  
Linda Murken  
\_\_\_\_\_  
Chair, Bd. of Supervisors  
\_\_\_\_\_  
4/30/19  
\_\_\_\_\_  
Date  
\_\_\_\_\_  
lmurken@storycounty.iowa.gov  
\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Pitney Bowes Signature  
\_\_\_\_\_  
Jessica Mauro  
\_\_\_\_\_  
Title  
\_\_\_\_\_  
4/30/19  
\_\_\_\_\_  
Date

**Sales Information**

Jessica Mauro  
\_\_\_\_\_  
jessica.mauro@pb.com  
\_\_\_\_\_  
Account Rep Name  
\_\_\_\_\_  
Email Address  
\_\_\_\_\_  
PBGFS Acceptance

**Story County  
Provider and Program Participation Agreement**

RECEIVED

APR 22 2019

STORY COUNTY  
BOARD OF SUPERVISORS

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2019 is by and between **Story County** and **ChildServe** (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 6<sup>th</sup> 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:

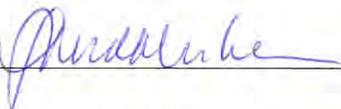
Child Serve  
1915 Philadelphia St.  
Ames, IA 50010

Attention: Kate Reynolds

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

**COUNTY:**

**PROVIDER:**

By: 

By: 

Print Name: Linda Murken

Print Name: Kate Reynolds

Print Title: Story County Board of Supervisors

Print Title: Ames Area Director - Childserve

Date: 4/30/2019

Date: 4.18.19

**ATTACHMENT A**  
**SERVICE DEFINITIONS AND RATES**  
**FISCAL YEAR: 2020**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Child Care-Children Not to Exceed \$5,101	1 Full Day	\$44.88
Child Care – Infant Not to Exceed \$5,198	1 Full Day	\$51.00

**STATE PLAN OF  
OPERATION BETWEEN THE**

**STATE OF**   Iowa  

**AND THE**  
Story County Sheriff's Office  
(LEA Name)

**I. PURPOSE**

This State Plan of Operation (SPO) is entered into between the State of   Iowa   and the (LEA name) Story Co Sheriff's Office to set forth the terms and conditions which will be binding on the parties with respect to excess Department of Defense (DOD) personal property transferred pursuant to 10 USC § 2576a in order to promote the efficient and expeditious transfer of property and to ensure accountability of the same.

**II. AUTHORITY**

The Secretary of Defense is authorized by 10 USC § 2576a to transfer to Federal and State/Territory Law Enforcement Agencies (LEAs), personal property that is excess to the needs of the DoD, including small arms and ammunition, that the Secretary determines is suitable to be used by such agencies in law enforcement activities, with preferences for counter-drug/counter-terrorism or border security activities, under such terms prescribed by the Secretary. The Secretary of Defense has delegated authority for management of this program to the DLA. DLA defines law enforcement activities as activities performed by governmental agencies whose primary function is the enforcement of applicable Federal, State/Territory, and local laws and whose compensated law enforcement officers have powers of arrest and apprehension. This program is known as the Law Enforcement Support Program and commonly referred to as the “LESO Program” or “1033 Program” and is administered by DLA Disposition Services, LESO.

**III. GENERAL TERMS AND CONDITIONS**

**A. Operational Authority**

The Governor of the State of   Iowa   has designated in writing with an effective date of   09/21/17   to implement this program statewide as well as conduct management and oversight of this program. Funding / Budgeting to administer this program is provided by   Iowa Department of Public Safety  .

The provided funding is used to support assistance to the LEAs with customer service to include computer / telephone assistance and physical visits to the LEAs to assist with acquiring access to the LESO Program. The staffing to provide the support to the LEAs within the State of   Iowa   is as follows:

State Coordinator (SC): Rick Pierce

State Point of Contact (SPOC): Bryan Guill

State Point of Contact (SPOC): \_\_\_\_\_

State Point of Contact (SPOC): \_\_\_\_\_

The following is the facility / physical location and business hours to provide customer service to those LEAs currently enrolled, as well as interested participants of the LESO Program:

Agency Address / Location: 30 NE 48th Place Des Moines, IA 50313

E-Mail / Contact Phone Numbers: 1033program@dps.state.ia.us / 515-281-3391

Fax Number: 515-242-6321

Hours of Operation: Monday thru Friday 0800-1630

- B. All property is transferred and recipient (*LEA name*) Story Co Sheriff's Office agrees to accept property on an as-is, where-is basis. The DLA has final authority to determine the type, quantity, and allocation of excess DoD personal property suitable for law enforcement activities.
- C. This agreement creates no entitlement to the State or Territory to receive excess DoD personal property. DLA retains the right to recall any property during the period that it is conditionally transferred.
- D. The (*LEA name*) Story County Sheriff's Office understands that property made available under this agreement is for the use of authorized program participants only. Authorized participants who receive property from the LESO Program will not loan, donate, or otherwise provide property to other groups or entities that are not otherwise authorized to participate in the Program. Authorized participating agencies may, with prior approval from the State/Territory on a temporary basis, conditionally loan property to another participating agency as their mission requires, utilizing an Equipment Custody Receipt (ECR). Property temporarily loaned will be returned to the LEA responsible for the accountability. All requests for property will be based on bona fide law enforcement requirements.
- E. Controlled property (equipment) includes any property that has a Demilitarization (DEMIL) Code of B, C, D, E, F, G, and Q3.

To receive such property, on an annual basis the LEA shall certify (Ref: 10 U.S. Code § 2576a):

- 1) That it has obtained the authorization of the relevant local governing body authority (city council, mayor etc.) to participate in the program.
- 2) That it has adopted publicly available protocols for the appropriate use of controlled property, the supervision of such use, and the evaluation of the effectiveness of such use, including auditing and accountability policies.

- 3) That it provides annual training to relevant personnel on the maintenance, sustainment, and appropriate use of controlled property.
- F. The (*LEA name*) Story County Sheriff's Office will maintain and enforce regulations designed to impose adequate security and accountability measures for controlled property to mitigate the risk of loss or theft.
- G. Upon approval of written requests, cannibalization may be performed on approved aircraft, armored vehicles, and High Mobility Multipurpose Wheeled Vehicles (HMMWVs). Requests will be submitted in writing to the State and approved by the LESO for approval. The cannibalized end item must be returned to DLA Disposition Services within the allotted timeframes determined by the LESO.
- H. The LESO conditionally transfers all excess DoD property to States/Territories/LEAs enrolled in the LESO Program. Title or ownership of controlled property will remain with the DoD in perpetuity and will not be relinquished to the States/Territories/LEAs. When the States/Territories/LEAs no longer has a legitimate law enforcement use for controlled property, the States/Territories/LEAs will notify the LESO and the controlled property must either be transferred to another enrolled LEA (via standard transfer process) or returned to DLA Disposition Services for disposal. The LESO reserves the right to recall controlled and non-controlled property issued through the DLA at any time.
- I. Property with a DEMIL Code of "A" and "Q" with an Integrity Code of "6" (Q6) is also conditionally transferred to the State/LEA, yet controlled for one (1) year from the ship date. However, after one (1) year from the ship date, the DLA will relinquish ownership and title to the State/Territory/LEA. Prior to this date, the State/Territory/LEA remains responsible for the accountability and physical control of the item(s) and the Program retains the right to recall the property.
- 1) Property with DEMIL Codes of "A" and "Q6" will be placed in a closed status on the LEA's LESO inventory upon meeting the one year mark.
  - 2) Once closed, the property is no longer subject to the annual inventory requirements and will not be inventoried during a LESO Program Compliance Review (PCR).
  - 3) Ownership and title of DEMIL "A" and "Q6" items that have been closed will pass from the DoD to the LEA one year from the ship date, without issuance of any further documentation.
  - 4) LEAs receive title and ownership of DEMIL "A" and "Q6" items as governmental entities. Title and ownership of DEMIL "A" and "Q6" property does not pass from DoD to any private individual or LEA official in their private capacity. Accordingly, such property should be maintained and ultimately disposed of in accordance with provisions in State/Territory and local laws that govern public property. Sales or gifting of DEMIL "A" and "Q6" property after one year from the ship date in a manner inconsistent with State/Territory or local law may constitute grounds to deny future participation in the LESO Program.
  - 5) An SF 97 form will be provided upon physical transfer for vehicles. Recipients are authorized to make upgrades to vehicles during the one (1) year conditional period. Full title to DEMIL "A" and "Q6" property, including vehicles, will vest in the recipient after one (1) year if all other requirements of this agreement have been met. After the one (1)

year period DEMIL “A” and “Q6” items may be transferred, cannibalized for usable parts, sold, donated or scrapped.

- J. LEAs are not authorized to transfer any property on their inventory without State and LESO notification and approval. Property will not physically move until the LESO approval process is complete.
- K. Certain controlled equipment will have a documented chain of custody (i.e. Equipment Custody Receipt [ECR] or equivalent), including a signature of the recipient. Controlled equipment requiring a chain of custody are: small arms, aircraft, high profile vehicles, optics, robots, and small arm’s parts/accessories. It is encouraged to utilize ECRs for all controlled equipment. Regarding ECRs during a LESO PCR see section VI, A, 4.
- L. Sale or transfer of DEMIL Codes “A” or “Q6” property after the one (1) year conditional holding and utilization period to non-LEA participants will be executed in compliance with U.S. Export Control Regulations.
  - 1) Excess personal property may be export-controlled, regardless of the assigned DEMIL Code and regardless of the Department or Agency that donates the property.
  - 2) DEMIL Codes are not a substitute for export controls. They do not provide information on the export control requirements for an item.
  - 3) The Transferee is responsible for complying with U.S. Export Control Laws and Regulations, including the Export Administration Regulations (EAR) (15 CFR Parts 730-774) and the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130).
    - a) This responsibility exists independent of, and is not established or limited by, the information provided in this statement of compliance.
    - b) The responsibility includes, but is not limited to, determining the subsequent transferee’s eligibility to receive such items in accordance with U.S. Export Control Laws and Regulations.
    - c) Information on the EAR and ITAR are at: <https://www.bis.doc.gov/index.php> and <https://www.pmddtc.state.gov/index.html>.
    - d) Tips:
      - i. If Transferee has doubts about which regulation governs control of the item, they may submit a commodity jurisdiction request to the Department of State, Directorate of Defense Trade Controls to determine whether it is subject to the ITAR or EAR. Information on commodity jurisdiction requests can be found at: [http://www.pmddtc.state.gov/commodity\\_jurisdiction/index.html](http://www.pmddtc.state.gov/commodity_jurisdiction/index.html).
      - ii. If Transferee is sure the item is subject to the EAR, but needs help determining the correct Export Control Classification Number (ECCN), they may submit a commodity classification request to the Department of Commerce, Bureau of

Industry and Security (BIS). Information on classification requests can be found at: <https://www.bis.doc.gov/index.php/licensing/commerce-control-list-classification/classification-request-guidelines>

- iii. For items subject to the EAR: Transferee is cautioned that prior to sale or transfer of items they should be familiar with their customer and intended end use of the items. Transferees must check prospective Transferees/buyers to ensure they are not on the Department of Commerce List of Parties of Concern (<https://www.bis.doc.gov/index.php/policy-guidance/lists-of-parties-of-concern>) and the transfer/sale complies with the EAR, including 15 CFR Part 736. BIS Export Compliance Guidelines are at: <https://www.bis.doc.gov/index.php/forms-documents/pdfs/1641-ecp/file>
- 4) The Transferee must notify all subsequent purchasers or Transferees in writing, of their responsibility to comply with U.S. Export Control Laws and Regulations.
- 5) *Definition.* “Export-controlled items,” as used in this statement of compliance, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:
  - a) “Items,” defined in the EAR 15 CFR 772.1. as “commodities”, “software”, and “technology.”
  - b) “Defense Articles, Defense Services, and related Technical Data defined in the ITAR, 22 CFR Part 120.

#### IV. ENROLLMENT

- A. An LEA will have at least one full-time law enforcement officer in order to enroll and/or receive property via the LESO Program. Only full-time and part-time law enforcement officers are authorized to receive property. Non-compensated reserve officers are not authorized to receive property. State law enforcement training facilities/academies may be authorized to participate in the program given the primary function is the training of bona fide State/Territory and Local law enforcement officers. Law Enforcement training facilities/academies will be reviewed and approved for participation on a case-by-case basis via concurrence of DLA Disposition Services, DLA General Counsel, and DLA J349.
- B. Unauthorized Participants. Nongovernmental law enforcement entities such as private railroad police, private security, private academies, correctional departments and prisons, or security police at private schools or colleges. Fire departments, by definition, are ineligible for the Law Enforcement Support Program.
- C. The State shall:
  - 1) Establish and implement the LESO Program eligibility criteria in accordance with 10 USC § 2576a, DLA Instructions and Manuals regarding the LESO Program, and this MOA.

- 2) Receive and process applications for participation from eligible LEAs within their state.
- 3) Collect originating agency identifier code for all new, reactivation (whether voluntary separation or termination), and otherwise suspicious applications. Originating agency identifier will be coordinated with DLA Office of the Inspector General (OIG) for validation against the Federal Bureau of Investigation's National Crime Information Center database.
- 4) Ensure only authorized LEA applications for participation are submitted to the Program for approval. Applications are required by the LESO Standard Operating Procedures (SOP) to be submitted within thirty (30) days of both the CLEO's and the State's/Territory's approved signature and date.
- 5) Validate the authenticity of the LEAs within their State/Territory that are applying for participation. If the State/Territory forwards an unauthorized participant application, this may result in a formal suspension of the State/Territory.
- 6) Determine the qualifications of a full-time law enforcement officer.
- 7) Have sole discretion to disapprove LEA applications on behalf of the Governor of their State/Territory. The LESO should be notified of any applications disapproved at the State/Territory level. The State/Territory will only forward and recommend/certify LEAs to the LESO that are government agencies whose primary function is the enforcement of applicable Federal, State/Territory, and local laws and whose compensated officers have the powers of arrest and apprehension. The LESO retains final approval/disapproval authority for all LEA applications forwarded by the States/Territories.
- 8) Ensure LEAs enrolled in the Program update the LEA's account information annually, or as needed. This may require the LEA to submit an updated application. Updated applications are required to be submitted for, but are not limited to, the following reasons: a change in CLEO, the addition or removal of a screener, and/or a change in the LEA's address or contact information.
- 9) Provide a comprehensive overview of the Program to all LEAs once they are approved for enrollment. This comprehensive overview will be done within thirty (30) days of an LEA receiving the LESO's approval to participate.
- 10) Ensure that screeners of property are employees of the LEA. A screener may only screen property for two Law Enforcement Agencies. Contractors may not conduct screening on behalf of the LEA.
- 11) Ensure at least one person per LEA maintains access to the Federal Excess Property Management Information System (FEPMIS), or current property accounting system. Account holders will be employees of the LEA.

## **V. ANNUAL INVENTORY REQUIREMENTS**

- A. Per the DLA Instructions and Manuals regarding the LESO Program and this MOA, each State/Territory is required to conduct an annual physical inventory certification of all property on the

inventory. Annual inventories start on October 1 of each year and end January 31 of each year.

- 1) DEMIL “A” and “Q6” property records will not be closed during the annual inventory.

B. The State shall:

- 1) Receive and validate incoming certified inventories and reconcile inventories from the LEAs.
- 2) Ensure LEAs validate and provide serial numbers and photos identified during the annual inventory process for inclusion in the LESO property accounting system for all aircraft, armored vehicles, small arms and other unique items, as required.
- 3) Suspend a LEA as a result of the LEA’s failure to properly submit certified inventories, according to the aforementioned requirements.

C. The LEA shall:

- 1) Complete and certify the annual physical inventory as required for continued participation in the program.
- 2) Adhere to additional annual certification requirements as identified by the LESO. All inventories and certification statements will be maintained on file indefinitely.
  - a) The State and LESO requires each LEA to submit certified inventories for their agency by January 31 of each year. The Fiscal Year (FY) is defined as October 1 through September 30 of each year. This gives the LEA four (4) months to physically inventory DLA LESO Program property in their possession and submit their certified inventories to their State Coordinator.
  - b) In addition to the certified inventories, the LESO requires photographs for all High- Profile property identified as aircraft, armored vehicles, small arms, and other unique items as required, received through the Program.
    - i. The LESO requires a side and data plate photo for aircraft and vehicles that are serial number controlled, received through the Program.
    - ii. The LESO requires serial number photos for each small arm received through the Program.
  - c) LEAs that fail to submit the certified annual inventory by January 31 may be suspended from operations within the Program. When a LEA is suspended, a Corrective Action Plan (CAP) will need to be submitted to the State and LESO identifying all actions taken to correct the deficiencies. Further failure to submit the certified annual inventory may result in a LEA’s termination.
- 3) Be aware that High-Profile commodities (aircraft, armored vehicles and small arms) and other property may be subject to additional controls.

- 4) Ensure that an approved current SPO is uploaded in FEPMIS.

## VI. PROGRAM COMPLIANCE REVIEWS

A. The LESO conducts a PCR for each State/Territory that is enrolled in the LESO Program every two (2) years. The Program reserves the right to conduct no notice PCRs, or require an annual review, or similar inspection, on a more frequent basis for any State/Territory. LESO PCRs are performed in order to ensure that State Coordinators, SPOCs, and all LEAs within a State/Territory are compliant with the terms and conditions of the LESO Program as required by 10 USC § 2576a, DLA Instruction and Manuals regarding the LESO Program, and this MOA.

- 1) If a State/Territory and/or LEA fails a PCR, the LESO will immediately suspend their operations and will subsequently issue corrective actions (with suspense dates) to the State Coordinator, which will identify what is needed to rectify the identified deficiencies within his/her State/Territory.
- 2) If a State/Territory and/or LEA fails to correct identified deficiencies by the given suspense dates, the LESO will move to terminate the Program operations within the State/Territory and/or LEA.
- 3) States/Territories and/or LEAs which fail a program compliance review will be suspended for a minimum of sixty (60) days and will not be reinstated until DLA conducts a re-inspection on the State/Territory and the State/Territory and/or LEA successfully passes the inspection.
- 4) During a LESO PCR, it is the Program's intent to physically inventory 100% of property selected for review at each LEA. The use of ECRs in lieu of physical inspection is discouraged during PCRs.

B. The State/Territory shall:

- 1) Support the LESO PCR process by:
  - a) Coordinating and forwarding completed PCR daily events schedule to the selected LEAs to be reviewed.
  - b) Contacting LEAs selected for review via phone and email to ensure they are aware of the PCR schedule and prepared for review.
  - c) Receiving inventory selections from the LESO and forwarding them to the selected LEAs.
  - d) Ensuring the LEA Points of Contact (POCs) gather the selected items in a central location to ensure the LESO can efficiently inventory the items.
  - e) Providing additional assistance to the LESO as required, prior to, during, and upon completion of the PCR.

- 2) Conduct internal PCRs of LEAs participating in the Program in order to ensure accountability, program compliance, program eligibility and validate annual inventory submissions are accurate. The State/Territory will ensure an internal PCR of at least 5% of LEAs that have a property book from the LESO Program within his/her State/Territory is completed annually. Results of internal PCRs will be kept on-file at the State Coordinator's Office.
  - a) The internal PCR will include, at minimum:
    - i. A review of the SPO signed by both parties, ensuring that the SPO is uploaded into the Station Management Utility within FEPMIS.
    - ii. A review of the LEA's application/screener letter.
    - iii. A physical inventory of DLA LESO Program property selected for review at each LEA.
    - iv. A specific review of each selected LEA's files for the following: DD Form 1348-1A for each item currently on inventory, small arms documentation, transfer documents, turn-in documents, inventory adjustment documents, exception to policy letters (if any), approved cannibalization requests (if any), or other pertinent documentation as required.
    - v. Review and confirm authenticity and eligibility of the LEA.
  - b) For uniformity purposes, the State/Territory shall utilize a PCR checklist provided by the LESO, or equivalent.
  - c) In cases that require a repossession or turn-in of property, the State/Territory and/or LEA will bear all expenses related to the repossession and/or turn-in/transfer of DLA LESO Program property to the appropriate DLA Disposition Services site.

## **VII. REPORTING REQUIREMENTS FOR LOST, STOLEN, OR DESTROYED DLA LESO PROGRAM PROPERTY**

- A. All property Lost, Stolen or Destroyed (LSD), carried on a LEAs current inventory, must be reported to the LESO.
  - 1) LSD controlled property must be reported to the LESO within twenty-four (24) hours. The LEA may be required to provide the following:
    - a) A comprehensive police report
    - b) A National Crime Information Center (NCIC) report/entry

- 2) The State/Territory will provide the contact information for the Civilian Governing Body over the LEA involved, to include: Title, Name, Email and mailing address.
- 3) LSD property with a DEMIL Code of "A" and "Q6" must be reported to the LESO within seven (7) days.
- 4) All LEAs participating in the program will agree to cooperate with investigations into LSD by the DLA OIG.
- 5) A DD 200 Form, Financial Liability Investigation for Property Loss (FLIPL) will be required to be submitted to the LESO for all unaccounted for property.

B. LESO may grant extensions to the reporting requirements listed above on a case-by-case basis.

### **VIII. AIRCRAFT AND SMALL ARMS**

- A. All aircraft are considered controlled property, regardless of DEMIL Code. The SPO will ensure that all LEAs and all subsequent users are aware of, and agree to provide, all required controls and documentation in accordance with applicable laws and regulations for these items.
- B. LEAs no longer requiring small arms issued through the LESO Program will request authorization to transfer or turn-in small arms. Transfers and turn-ins will be forwarded and endorsed by the State/Territory, and approved by the LESO. Small arms will not physically move until the LESO provides official notification that the approval process is complete.

When returning small arms to Anniston Army Depot, LEAs are required to:

- 1) Provide the 1348-1A turn in document that has been approved through the LESO.
  - 2) Provide an appointment letter signed by the CLEO, or their designee, appointing the certifier and verifier to that position (found on the LESO website).
  - 3) Provide the inert certificate that has been signed by a qualified certifier and verifier.
  - 4) Insert a flag safety or chamber flag into the chamber for visual verification that the small arm is clear of ammunition.
  - 5) The aforementioned documentation will be placed in a packing slip affixed to the outside of the shipping container. A duplicate set of documents will be placed inside the shipping container.
- C. Small arms that are issued must have a documented chain of custody, with the chain of custody including a signature of the receiving officer indicating that he/she has received the appropriate small arm(s) with the correct, specified serial number(s). Small arms that are issued to an officer will be issued utilizing an Equipment Custody Receipt; this Custody Receipt obtains the signature of the officer/deputy responsible for the small arm.

- D. Modifications to small arms are authorized. All parts are to be retained and accounted for in a secured location under the original serial number for the small arm until final disposal. If the modified small arm is transferred to another LEA, all parts must accompany the small arm to the receiving LEA.
- E. Weapon Accountability. Law enforcement agencies that have multiple instances of a missing, lost, or stolen LESO Program small arm within a five (5) year window will be assessed by DLA Disposition Services to determine if a systemic problem exists.
  - 1) First Instance of Loss/theft: Will result in a sixty (60) day minimum suspension.
  - 2) Second Instance of Loss/theft: Will result in a one hundred and eighty (180) day minimum suspension.
  - 3) Third Instance of Loss/theft: Will result in a two hundred and forty (240) day minimum suspension. DLA Disposition Services will submit a formal assessment presenting all the facts of the instances of loss, relevant data, and evidence as to whether a systemic problem exists to DLA J34 for review and coordination. DLA Disposition Services will recommend potential disciplinary actions which could include recalling the agency's loaned small arms or termination from the Program.
- F. Aircraft and small arms will not be obtained by any authorized participant for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan and will be returned to the LESO at the end of their useful life.

## **IX. RECORDS MANAGEMENT**

- A. The LESO, State Coordinator, and LEAs enrolled in the LESO Program must maintain all records in accordance with the DLA Records Schedule. Records for property acquired through the LESO Program have retention controls based on the DEMIL Codes. All documents concerning property record will be retained.
  - 1) Property records for items with DEMIL Codes of "A" and "Q6" will be retained for two (2) calendar years from the date the property is removed from the LEA's property book before being destroyed.
  - 2) Property records for controlled property will be retained for five (5) calendar years from the date the property is removed from the LEA's property book before being destroyed.
  - 3) Environmental Property records will be retained for fifty (50) years, regardless of DEMIL Code (Chemicals, Batteries, Hazardous Material/Hazardous Waste).
  - 4) LESO Program files will be segregated from all other records.
  - 5) All property records will be filed, retained, and destroyed in accordance with DLA Records Schedule. These records include, but are not limited to, the following: DD Form 1348-1A for approved requests for transfers, turn-ins, requisitions, and any other pertinent documentation and/or records associated with the LESO Program (i.e. approved Bureau of

## **X. LESO PROGRAM ANNUAL TRAINING**

- A. 10 USC § 280 provides that the Secretary of Defense, in cooperation with the U.S. Attorney General, shall conduct an annual briefing of law enforcement personnel of each State/Territory (including law enforcement personnel of the political subdivisions of each State/Territory). The briefing will include information on training, technical support, equipment, and facilities that are available to civilian law enforcement personnel from the Department of Defense.
- B. The State shall organize and conduct training pertaining to information, equipment, technical support and training available to LEAs via the LESO Program.
- C. The State/Territory shall ensure at least one representative (i.e. the State Coordinator or SPOC) attend the annual training that LESO conducts.

## **XI. PROPERTY ALLOCATION**

### **A. The State Shall:**

- 1) Upon receipt of a valid LEA request for property through the DLA Disposition Services RTD Website, give a preference to those requisitions indicating that the transferred property will be used in the counter-drug/counter-terrorism or border security activities of the recipient agency. Additionally, to the greatest extent possible, the State will ensure fair and equitable distribution of property based on current LEA inventory and LEA justifications for property.
- 2) The State and the LESO reserves the right to determine and/or adjust allocation limits. Generally, no more than one of any item per officer will be allocated. Quantity exceptions may be granted on a case-by-case basis by the LESO based on the justification provided by the LEA. Currently, the following allocation limits apply:
  - a) Small Arms: one (1) of each type for every qualified officer, full-time/part-time;
  - b) HMMWVs/Up-Armored HMMWVs: one (1) vehicle for every three (3) officers;
  - c) MRAPs/Armored Vehicles: two (2) vehicles per LEA;
  - d) Robots: one (1) of each type for every twenty five (25) officers
- 3) Additional justification may be required for small arms and armored vehicles. The LESO reserves final authority on determining the approval and/or disapproval for requests of specific types and quantities of excess DoD property.
- 4) Access the DLA Disposition Services RTD Website at a minimum of once daily (Monday - Friday) to review/process LEAs' requests for excess DoD property.

B. The LEA shall:

- 1) Ensure an appropriate justification is submitted when requesting excess DoD property via the DLA Disposition Services RTD Website.
- 2) Access the LESO website for timely and accurate guidance, information, and links concerning the LESO Program and ensure that all relevant information is reviewed.
- 3) When requesting property for counter-drug/counter-terrorism or border security activities, provide a justification that specifies that the property will be used for such activities.
- 4) Maintain access to FEPMIS to ensure the LEA is properly maintaining their property books, to include, but not limited to, transfers, turn-ins, and disposal requests.
  - a) FEPMIS account holders must be employees of the LEA.

## **XII. PROGRAM SUSPENSION & TERMINATION**

A. The State/Territory/LEA is required to abide by the terms and conditions of the DLA MOA and SPO in order to maintain active status.

B. If a State Coordinator or LEA fails to comply with any terms of the DLA MOA, Federal statute or regulation, SPO, or a State MOA, the State and/or LEA may be placed on restricted status, suspended, and/or terminated from the Program. All suspension or termination notifications will be in writing and will identify remedial measures required for reinstatement, if applicable.

- 1) Suspension: A specified period of time in which an entire State/Territory or identified LEA(s) is prohibited from requesting and receiving additional property through the Program. Additional requirements for remedial action may also be placed on suspended activities, to include return of all or specifically identified controlled property. Suspensions will be for a minimum of sixty (60) days.
- 2) Termination: Removal of a LEA or State from participating in the Program. The State Coordinator and/or identified LEAs will transfer or turn-in all controlled property previously received through the Law Enforcement Support Program at the expense of the State and/or the LEAs.
- 3) Restricted Status: A specified period of time in which a State/Territory or LEA is restricted from receiving an item or commodity due to isolated issues with the identified commodity. Restricted status may also include restricting an agency from all controlled property. Restricted status is commonly used for agencies that have active consent decrees from the Department of Justice.

C. The State shall:

- 1) Suspend LEAs for a minimum of sixty (60) days in all situations relating to the suspected or actual abuse of DLA LESO Program property or requirements and/or repeated failure to meet the terms and conditions of this DLA MOA. Suspension may lead to termination.

- 2) Coordinate with the LESO, who will have final discretion on reinstatement requests. Reinstatement to full participation from a suspension and/or termination is not automatic.
- 3) Issue corrective action guidance in coordination with LESO and the LEA with suspense dates to rectify issues and/or discrepancies that caused suspension and/or termination.
- 4) Require the LEA to submit results regarding all completed police investigations and/or reports regarding LSD DLA LESO Program property to include the LEA's CAP.
- 5) Suspend or terminate a LEA from the LESO Program if a LEA fails to comply with any terms of the DLA MOA, the DLA Instruction and Manuals regarding the LESO Program, any Federal statute or regulation, or this State Plan of Operation.
- 6) In the event of a LEA termination, make every attempt to transfer the DLA LESO Program property of the terminated LEA to an authorized State/Territory or LEA, as applicable, prior to requesting a turn-in of the property to the appropriate DLA Disposition Services location.
  - a) In cases relating to an LEA termination, the LEA will have ninety (90) days to complete the transfer or turn-in of all DLA LESO Program property in their possession.
- 7) Notify the LESO and initiate an investigation into any questionable activity or action involving DLA LESO Program property issued to an LEA that comes to the attention of the State/Territory, and is otherwise within the authority of the Governor/State/Territory to investigate. Upon conclusion of any such investigation, take appropriate action and/or make appropriate recommendations on suspension or termination of the LEA to the LESO. States/Territories, acting on behalf of their Governor, may revoke or terminate their concurrence for LEA participation in the LESO Program at any time and for any reason.
- 8) Request that the LESO suspend or terminate a LEA from the LESO Program if a LEA fails to comply with any term of this MOA, the DLA Instructions and Manuals regarding the LESO Program, any Federal statute or regulation, or the SPO.
- 9) Implement State level LEA suspensions and notify the LESO if a LEA fails to comply with any term of this MOA, the DLA Instructions and Manuals regarding the LESO Program, any Federal statute or regulation, or the SPO.
- 10) Initiate corrective action to rectify suspensions and/or terminations placed upon the State for failure to meet the terms and conditions of the LESO Program.
- 11) Make contact (until resolved) with suspended LEA(s) within his/her State to ensure corrective actions are rectified by the timeframe provided by the LESO.

- 12) Require the LEAs to complete and submit results regarding all completed police investigations and/or reports regarding LSD DLA LESO Program property. The State/Territory must submit all documentation to the LESO upon receipt.
- 13) Provide documentation to the LESO when actionable items are rectified for the State and/or LEA(s).
- 14) Provide a written request to the LESO for reinstatement of an LEA via the State Coordinator or SPOC(s) for full participation status at the conclusion of a suspension period.
- 15) Provide a written request to the LESO for reinstatement of the State via the Governor for full participation status at the conclusion of a suspension period.

D. The LEA shall:

- 1) In the event of the LEA termination, make every attempt to transfer the DLA LESO Program property to an authorized participating LEA, as applicable, prior to requesting a turn-in of the property to the approved DLA Disposition Services location.
  - a) In cases of a State termination, the State will have one hundred and twenty (120) days to complete the transfer or turn-in of all DLA LESO Program property in their State.
  - b) In cases relating to an LEA termination, the LEA will have ninety (90) days to complete the transfer or turn-in of all DLA LESO Program property in their possession.

### **XIII. AMMUNITION**

A. DLA in support of the United States Army will aid in allocating ammunition to LEAs.

- 1) U.S. Army will issue approved transfers directly to the LEA. LEAs are responsible for funding all costs associated with the packing and shipping of ammunition and will make reimbursements directly to the U.S. Army.
- 2) All ammunition obtained via the Law Enforcement Support Program will be for training purposes only. At the time of request, LEAs will certify in writing that the ammunition will be used for training purposes only. Ammunition will not be obtained for the purpose of sale, lease, loan, personal use, rent, exchange, barter, transfer, or to secure a loan. Ammunition obtained through the Program shall not be sold.
- 3) Ammunition will be treated as a consumable item and not tracked in any DLA inventory system or inspected during compliance reviews.
- 4) DLA Disposition Services will track and preserve necessary records of ammunition transferred to a LEA and will post all agency requests, approvals, and denials on the public web-page.

#### **XIV. COSTS & FEES**

All costs associated with the transportation, turn-in, transfer, repair, maintenance, insurance, disposal, repossession or other expenses related to property obtained through the LESO Program are the sole responsibility of the State and/or LEA.

#### **XV. NOTICES**

Any notices, communications, or correspondence related to this agreement shall be provided by E-mail, the United States Postal Service, express service, or facsimile to the appropriate DLA office. The LESO may, from time to time, make unilateral modifications or amendments to the provisions of this MOA. Notice of these changes will be provided to State Coordinators in writing. Unless State Coordinators take immediate action to terminate this MOA in accordance with Section XIX, such modifications or amendments will become binding. In such cases, reasonable opportunity will, insofar as practicable, be afforded the State Coordinator to conform changes affecting their operations.

#### **XVI. ANTI-DISCRIMINATION**

- A. By signing this MOA, or accepting excess DOD personal property under this MOA, the State pledges that it and each LEA agrees to comply with applicable provisions of the following national policies prohibiting discrimination:
- 1) On the basis of race, color, or national origin, in Title VI of the Civil Rights Act of 1964 (42 USC 2000d et seq.) as implemented by DOD regulations 32 CR Part 195.
  - 2) On the basis of age, in the Age Discrimination Act of 1975 (42 USC 6101, et seq) as implemented by Department of Health and Human Services regulations in 45 CFR Part 90.
  - 3) On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973, P.L. 93-112, as amended by the Rehabilitation Act Amendments of 1974, P.L. 93-516 (29 USC 794), as implemented by Department of Justice regulations in 28 CFR Part 41 and DOD regulations at 32 CFR Part 56.
- B. These elements are considered the minimum essential ingredients for establishment of a satisfactory business agreement between the State and the DOD.

#### **XVII. INDEMNIFICATION CLAUSE**

- A. The State/LEA is required to maintain adequate liability insurance to cover damages or injuries to persons or property relating to the use of property issued under the LESO Program. Self-insurance by the State/LEA is considered acceptable. The U.S. Government assumes no liability for damages or injuries to any person(s) or property arising from the use of property issued under the LESO Program. It is recognized that State and local law generally limit or preclude State Coordinators/LEAs from agreeing to open ended indemnity provisions. However, to the extent permitted by State and local laws, the State/LEA shall indemnify and hold the U.S. Government harmless from any and all actions, claims, debts, demands, judgments, liabilities, cost, and attorney's fees arising out of, claimed on account of, or in any manner predicated upon loss of, or

damage to property and injuries, illness or disabilities to, or death of any and all persons whatsoever, including members of the general public, or to the property of any legal or political entity including states, local and interstate bodies, in any manner caused by or contributed to by the State/LEA, its agents, servants, employees, or any person subject to its control while the property is in the possession of, used by, or subject to the control of the State/LEA, its agents, servants, or employees after the property has been removed from U.S. Government control.

- B. LEAs are not required to maintain insurance on controlled property, aircraft or other items with special handling requirements that remain titled to DoD. However, LEAs must be advised that if they elect to carry insurance and the insured property is on the LESO inventory at the time of loss or damage, the recipient must submit a check made payable to DLA for any insurance proceeds received in excess of their actual costs of acquiring and rehabilitating the property prior to its loss, damage, or destruction.

**XVIII. TERMINATION**

- A. This SPO may be terminated by either party, provided the other party receives thirty (30) days' notice, in writing, or as otherwise stipulated by Public Law.
- B. The undersigned State Coordinator and CLEO hereby agrees to comply with all provisions set forth herein and acknowledges that any violation of the terms and conditions of this SPO may be grounds for immediate termination and possible legal consequences, to include pursuit of criminal prosecution if so warranted.

**XIX. IN WITNESS THEREOF**, the parties hereto have executed this agreement as of the last date written below.

Paul H. Fitzgerald Sheriff  
Type / Print Chief Law Enforcement Official Name

*Paul H. Fitzgerald*                      4-26-19  
Chief Law Enforcement Official Signature      Date (MM/DD/YYYY)

Rick Pierce  
Type / Print State Coordinator Name

\_\_\_\_\_  
State Coordinator Signature                      Date (MM/DD/YYYY)

*Linda Murken*                                      4/30/2019  
Story County Board of Supervisors              Date (MM/DD/YYYY)  
Linda Murken, Chair Person



DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER  
Prepared by Michael D. Cox, Conservation Director, 56461 180<sup>th</sup> Street, Ames, Iowa 50010 515-232-2516

**STORY COUNTY IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION #19-105**

**SETTING DATE AND TIME FOR PUBLIC HEARING FOR MAY 14, 2019, FOR  
CONSIDERATION OF PROPOSED PLANS, SPECIFICATIONS, AND FORM OF CONTRACT  
FOR THE HICKORY GROVE PARK BEACH HOUSE REPLACEMENT**

**WHEREAS**, the Story County Board of Supervisors of Story County, Iowa, will consider plans, specifications and form of contract for construction of a beach house at Hickory Grove Park;

**AND WHEREAS**, notice of a Public Hearing by the Story County Board of Supervisors on the proposed capital construction, is heretofore given in compliance with the provisions of the *Code of Iowa*;

**AND WHEREAS**, Story County will be considering the plans, specifications, and form of contract on May 14, 2019.

**NOW THEREFORE BE IT RESOLVED** that a public hearing on this matter be held on the 14<sup>th</sup> day of May 2019, in the Public Meeting Room of the Story County Administration Building, 900 6<sup>th</sup> Street, Nevada, Iowa, at 10:00 AM.

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

Dated this 30th day of April 2019.

  
\_\_\_\_\_

Board of Supervisors

  
\_\_\_\_\_

Attest: Story County Auditor

Moved by: Sanders

Seconded by: Olson

Voting Aye: Sanders, Olson, Murken

Voting Nay: None

Absent: None

Permit Number 19-01  
Road Name E 29

SPONSOR:

In honor of Teddy Perry-Crane  
Name of Sponsor (Organization, Group or Individual)

135 Waterfront Drive, Ames, Iowa 50010  
Mailing Address (Street, P.O. Box, City, State, Zip Code)

Joanie Perry 135 Waterfront, Ames 515-509-3760  
Name of Contact Person Address Phone #

Description of the road for which application is being made: E 29, 610<sup>th</sup> to  
0.1 miles East to S 14

A sketch noting the location must accompany the application.

Number of miles requested for litter removal 0.1 miles

Approval is hereby requested to enter the County highway right-of-way to perform litter removal on the above described road/roads.

Story County reserves the right to terminate this agreement and remove the Adopt-A-Road signs when in the sole judgment of the County it is found that the sponsor(s) has not met the terms and conditions of this agreement.

This agreement shall remain in force from January 1, \_\_\_\_\_, until December 31, \_\_\_\_\_.

Joanie Perry April 14, 2019  
Applicant Date

STORY COUNTY APPROVAL

[Signature] 4-24-19  
County Engineer Date

[Signature] 4/30/2019  
Chair, Story County Board of Supervisors Date

The following tentative dates are for the clean up of our Adopt A Road Project. I know that if the date does not work, an alternate date will be given to the Engineer's Office prior to the clean up.

Spring clean up date May 25<sup>th</sup> Fall clean up date September 21<sup>st</sup>

## WELLMARK CONSULTANT FEE COLLECTION AGREEMENT

**Customer:** County of Story Iowa

**Consulting Firm:** Benefit Source, Inc.

This Consultant Fee Collection Agreement ("Agreement") among Wellmark, Inc. doing business as Wellmark Blue Cross and Blue Shield of Iowa, on behalf of itself and all of its subsidiaries and affiliates including Wellmark Health Plan of Iowa, Inc. and Wellmark of South Dakota, Inc. doing business as Wellmark Blue Cross and Blue Shield of South Dakota (hereinafter, collectively, "Wellmark"), and each of the parties identified above as Consulting Firm ("Consultant") and Customer ("Customer") sets forth the terms and conditions under which Wellmark may assist in the billing and collection of Consultant Fees from Customer, and the processing and remittance of the Consultant Fees to Consultant. This Agreement is dated and effective as of the date identified on Exhibit 1 ("Effective Date").

### RECITALS

Customer has purchased certain medical insurance products or administrative services ("Medical Benefit Plan(s)") from Wellmark.

Customer and Consultant represent that they have entered into a valid agreement whereby Consultant agrees to provide services to assist Customer with its benefit plan ("Service Agreement") in return for agreed upon compensation to be paid by Customer ("Consultant Fee").

Customer and Consultant acknowledge that Wellmark is not a party to the Service Agreement and Consultant is not acting as an agent of Wellmark.

Customer and Consultant have requested and Wellmark has agreed that Wellmark bill the Customer on the Consultant's behalf for the monthly Consultant Fee and incorporate the Consultant Fee into the Medical Benefit Plan(s) bill for the Customer's administrative ease.

Customer, Consultant, and Wellmark acknowledge and agree that the Consultant Fee is not part of the administrative services fees or premium charged for any Medical Benefit Plan offered by Wellmark and is not a required contingency of obtaining the coverage purchased by Customer.

Wellmark agrees to provide the billing services described herein in reliance upon and subject to the aforementioned recitals and terms and conditions set forth below.

### TERMS AND CONDITIONS

#### Section 1: Rights and Responsibilities.

##### A. Responsibility of Wellmark:

1. Wellmark agrees to bill Customer for the Consultant Fee identified in Exhibit 1 of this Agreement on a monthly basis and incorporate this billing with the administrative services fees or premium bill for the Medical Benefit Plan(s) purchased by the Customer for as long as this Agreement remains in effect. Exhibit 1 may be modified from time-to-time by the parties to this Agreement.
2. Wellmark agrees to forward or transmit any Consultant Fee to the Consultant within 60 days of billing to Customer in accordance with Section 2 below.

**B. Responsibilities of Customer:**

1. Customer agrees to pay the Consultant Fee at the same time as payment is made for the administrative services fees or premium for the Medical Benefit Plan(s), included on the applicable invoice, or as otherwise billed to Customer.
2. Customer agrees to notify Wellmark immediately of the termination of the Service Agreement.
3. Customer will recover any overpayment of the Consultant Fee paid on behalf of Customer by Wellmark to Consultant due to Customer's error.
4. Customer agrees that it is responsible for any tax reporting related to the payment of the Consultant Fee to the Consultant, including Form 1099 if a 1099 is required.

**C. Responsibilities of Consultant:**

1. Consultant agrees to notify Wellmark immediately of any change in the contractual relationship between it and the Customer that would impact the Consultant Fee payment.
2. Consultant agrees to return to Wellmark any Consultant Fee overpayments that occur as a result of a processing error by Wellmark within thirty (30) days of request for such repayment.
3. Consultant is responsible for any tax reporting and payment obligation arising from the receipt of the Consultant Fee. Consultant agrees that Wellmark is not responsible for any tax reporting related to the payment of the Consultant Fee to the Consultant.
4. Consultant acknowledges and agrees that it is solely responsible for determining what licenses (state, local or otherwise) are required for it to perform the services described herein and/or in the Service Agreement, and for obtaining such licenses and maintaining them in good standing throughout the term of this Agreement.

**Section 2: Payments and Adjustments.**

- A. All parties agree to promptly notify the others upon becoming aware of an incorrect payment amount, and to promptly remit any amounts overpaid.
- B. If the amount Customer pays to Wellmark for both Consultant Fee and premium or administrative services fees related to the Medical Benefit Plan(s) purchased by Customer is less than the amount billed by Wellmark, the amount forwarded to the Consultant will vary in direct proportion to the difference in the amount paid compared to the amount billed. This variation will apply regardless of the basis used for calculating the Consultant Fee. Notwithstanding anything to the contrary in this paragraph B, any adjustments to Consultant Fees will be made in the next forwarded payment after it is known to Wellmark.
- C. Wellmark may recover overpayments from Consultant by offsetting the overpayment against any other compensation due to Consultant by Wellmark hereunder.
- D. Consultant Fees will be subject to garnishments and any other legal attachments as required by a legal court order or similar action.
- E. The Consultant Fee amount may be modified on a prospective basis only, and only if the following conditions have been met:
  1. Customer and Consultant have agreed to change in writing;
  2. Customer and Consultant have informed Wellmark of the change in writing (which notice may be in the form of electronic mail) and have requested that the change be implemented as of a specified future date not less than 30 days from the date of such notice to Wellmark; and
  3. Wellmark has timely provided an updated Exhibit 1 to Customer and Consultant, signed by each party, specifying the effective date of the modified Consultant Fees.

**Section 3: Amendments.**

- A. Wellmark may amend the terms and conditions of this Agreement, except for terms and conditions related to the amount of the Consultant Fee, at any time by notifying Customer and Consultant of the change in writing at least 30 days prior to the effective date of the change.
- B. Customer may request a change to the amount of the Consultant Fee in accordance with Section 2 above.
- C. All other provisions of this Agreement, not related to changes to Consultant Fee amount, may be amended provided that such amendment is in writing and signed by each party to this Agreement. This Agreement may be amended only by a written document that is clearly identified as an amendment to this Agreement and is signed by authorized personnel of each party.

**Section 4: Term and Termination.**

This Agreement is effective beginning on the Effective Date and shall automatically terminate on the earlier of the Termination Date stated in Exhibit 1 or the date the agreement is terminated in accordance with this Section 4.

- A. Termination for any Reason. Customer or Consultant or Wellmark may terminate this Agreement at any time, for any reason, by providing written notice of termination to the other parties 60 or more days before the effective date of termination.
- B. Termination for Cause. Wellmark may terminate this Agreement immediately, upon Customer's breach of its obligation to pay the consultant fee to Wellmark, or written notice to Customer and Consultant if Wellmark is made aware that responsibilities and duties called for herein are no longer legally permissible.
- C. Cancellation of Coverage. This Agreement will terminate immediately upon the effective date of cancellation of the Medical Benefit Plan the Customer has purchased from Wellmark.
- D. Survivability. The provisions of this Agreement which, by their nature, are intended to survive beyond the termination or expiration of this Agreement shall survive such termination or expiration, including, but not limited to, Sections 1(B), 1(C), 2(A), 2(C), 2(D), and 5.

**Section 5: Additional Customer and Consultant Acknowledgments and Approvals.**

- A. Customer understands that Wellmark may compensate Consultant for the sale, service and retention of Medical Benefit Plans to other customers and that the Medical Benefit Plan(s) purchased by Customer may, if eligible, be taken into account in the calculation of any bonus or override program offered by Wellmark to Consultant. By executing this Agreement below, Customer represents that either the payment of a bonus and/or override by Wellmark does not create a conflict of interest or to the extent of any apparent conflict it is understood and hereby waived by Customer.
- B. Customer and Consultant acknowledge and agree that Consultant Fee may be deposited by Wellmark in an interest bearing account with other money received and that Wellmark may keep any interest earned from these accounts as consideration for Wellmark's services under this Agreement.
- C. Consultant acknowledges that Wellmark has no obligations to Consultant to collect amounts owed to it by Customer other than those expressly set forth in this Agreement.
- D. All notices, consents and other communications hereunder must be in writing and will be deemed to have been duly given when delivered personally, by electronic mail, or one business day after being sent by an overnight courier, or three business days after being sent postage prepaid by certified or registered mail. All notices should be sent to each party at the current addresses on file in Wellmark's systems of record for Customer and Consultant or as otherwise specified on Exhibit 1.
- E. This Agreement will be governed by the laws of the state of Iowa, without reference to conflict of law principles.

F. Consultant, Customer and Wellmark acknowledge and agree that:

- i. Customer is not required to utilize an agent or consultant to purchase insurance or administrative services directly from Wellmark.
- ii. Customer has selected, retained and contracted with Consultant on Customer's own accord.
- iii. Customer negotiates and is responsible for the Consultant Fee due to Consultant, separate and apart from premium or administrative services fees due to Wellmark.
- iv. Wellmark does not include Consultant Fees in rate filings submitted to any applicable regulatory agency.
- v. Customer voluntarily chooses to pass the Consultant Fee through Wellmark and is not required to do so. Customer may elect to pay the Consultant Fee directly to the Consultant.
- vi. Consultant is not considered an agent or representative of Wellmark with respect to the services it provides to Customer.

**Signatures:** THE PARTIES HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND BY SIGNING BELOW AGREE TO BE BOUND BY IT. EACH PARTY REPRESENTS THAT THE INDIVIDUAL SIGNING ON ITS BEHALF HAS FULL AUTHORITY TO BIND SUCH PARTY.

For Customer:

*Alissa Wignall*  
 \_\_\_\_\_  
 Signature – Authorized Representative of Customer

Alissa Wignall  
 \_\_\_\_\_  
 Printed Name

*Director of Internal Operations of  
 Human Resources*  
 \_\_\_\_\_  
 Title

For Consultant:

DocuSigned by:  
*Deborah Dean*  
 \_\_\_\_\_  
 Signature – Authorized Representative of Consultant

Deborah Dean  
 \_\_\_\_\_  
 Printed Name

Senior Benefit Consultant  
 \_\_\_\_\_  
 Title

For Wellmark:

*Kenny Chasten*  
 \_\_\_\_\_  
 Kenny Chasten  
 Vice President, Chief Procurement Officer of Wellmark, Inc.

**WELLMARK CONSULTANT FEE COLLECTION AGREEMENT  
EXHIBIT 1**

**I. Customer Information**

New/Renewal Effective Date: July 1, 2019 Termination Date: June 30, 2020

Account Key: 00007026 Group Number: 56971

Group Name: County of Story Iowa

Address: 900 6th St, Nevada, Iowa 50201

Contact Name (if different than Signer): \_\_\_\_\_

**II. Consultant Information**

Consulting Firm Name: Benefit Source, Inc. TIN: 42-1525406

Consulting Firm Address: 4000 Westown Parkway Suite 110, West Des Moines, IA 50266

Primary Consultant Name: Deborah Dean Consultant Number: BSO00101

**III. Agreed-Upon Consultant Fees and Signatures**

The Per Contract Per Month (PCPM) Consultant Fees to be Billed and Collected by Wellmark and Remitted to Consultant (as applicable) are listed below. These Consultant Fee amounts are determined by Customer and Consultant and communicated to Wellmark.

**Health:** \$ 15.00 PCPM

**Dental:** \$ 0.00 PCPM

Notices to Wellmark: Wellmark, Inc.  
Attn: Distribution Administration  
1331 Grand Avenue  
Des Moines, IA 50309  
  
Email: [dacontractingteam@wellmark.com](mailto:dacontractingteam@wellmark.com)

Notices to Consultant or Customer will be provided to the addresses above. Parties shall provide updated address information for notice purposes

**Certificate Of Completion**

Envelope Id: 58275BCE7131441D8FB8E1E863D50049  
 Subject: Wellmark CFCA Eff 7/1/19-County of Story Iowa-56971  
 Source Envelope:  
 Document Pages: 5 Signatures: 1  
 Certificate Pages: 5 Initials: 0  
 AutoNav: Enabled  
 Envelopeld Stamping: Enabled  
 Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:  
 Merry Gerzema  
 1331 Grand Ave.  
 Des Moines, IA 50309  
 gerzemamk@wellmark.com  
 IP Address: 169.46.77.195

**Record Tracking**

Status: Original  
 4/18/2019 3:33:32 PM

Holder: Merry Gerzema  
 gerzemamk@wellmark.com

Location: DocuSign

**Signer Events**

Merry K. Gerzema  
 gerzemamk@wellmark.com  
 Wellmark, Inc.  
 Security Level: Email, Account Authentication  
 (None)  
**Electronic Record and Signature Disclosure:**  
 Not Offered via DocuSign

**Signature**  
**Completed**

Using IP Address: 198.245.41.130

**Timestamp**  
 Sent: 4/18/2019 3:37:20 PM  
 Viewed: 4/18/2019 3:37:30 PM  
 Signed: 4/18/2019 3:39:38 PM

In Process

Krystal Williams  
 WilliamsKK@wellmark.com  
 Security Level: Email, Account Authentication  
 (None)

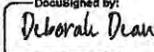
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Using IP Address: 198.245.41.130

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**Electronic Record and Signature Disclosure:**  
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 ID: b36d0b91-18cd-45fb-b1fa-9f56abef9f69  
 Company Name: Wellmark, Inc.

Deborah Dean  
 debbie@benefitssourceinc.com  
 Security Level: Email, Account Authentication  
 (None)

DocuSigned by:  
  
 834E133DCE16411...

Signature Adoption: Pre-selected Style  
 Using IP Address: 206.51.211.42

Sent: 4/19/2019 1:26:03 PM  
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 Signed: 4/19/2019 3:13:42 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 4/19/2019 3:13:12 PM  
 ID: 03aafa1c-9307-48d7-9c7b-a00ff01f3a4c  
 Company Name: Wellmark, Inc.

Alissa Wignall  
 awignall@storycountyiowa.gov  
 Security Level: Email, Account Authentication  
 (None)

Sent: 4/19/2019 3:13:44 PM  
 Resent: 4/19/2019 3:45:07 PM  
 Viewed: 4/24/2019 1:35:15 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 4/24/2019 1:35:15 PM  
 ID: 12188872-de83-4b83-8caa-e4ee9631eac5  
 Company Name: Wellmark, Inc.

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
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<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
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DA Contracting Team

dacontractingteam@wellmark.com

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Shugart Team

ShugartTeam@wellmark.com

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Envelope Sent

Hashed/Encrypted

4/19/2019 3:45:07 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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**Electronic Record and Signature Disclosure**

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Wellmark, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Wellmark, Inc.:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [contracts@wellmark.com](mailto:contracts@wellmark.com)

**To advise Wellmark, Inc. of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [contracts@wellmark.com](mailto:contracts@wellmark.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

**To request paper copies from Wellmark, Inc.**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [contracts@wellmark.com](mailto:contracts@wellmark.com) and in the body of such request you must state your e-mail address, full name, (US Postal address), and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Wellmark, Inc.**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [contracts@wellmark.com](mailto:contracts@wellmark.com) and in the body of such request you must state your e-mail, full name, US Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Browsers:	<ul style="list-style-type: none"><li>•Internet Explorer (Windows Only) 8.0 or above – compatibility mode is supported only for 9.0 and above.</li><li>•Windows Edge Current Version</li><li>•Mozilla Firefox Current Version</li><li>•Safari (Mac OS only) 6.2 or above</li><li>•Google Chrome Current Version</li></ul> Note: Pre-release (e.g., beta) versions of operating systems and browsers are not supported.
Mobile Signing:	Apple iOS 7.0 or above, Android 4.0 or above
Screen Resolution:	1024 x 768 recommended

Enabled Security Settings:

- Allow per session cookies
- Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic ~~CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES~~ document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Wellmark, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Wellmark, Inc. during the course of my relationship with you.

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER  
Prepared by Michael D. Cox, Conservation Director, 56461 180<sup>th</sup> Street, Ames, Iowa 50010 515-232-2516

STORY COUNTY IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION #19-100

SETTING DATE AND TIME FOR PUBLIC HEARING FOR MAY 14, 2019, FOR CONSIDERATION OF RESOLUTION NO. 19-101 , A RESOLUTION TO ENTER INTO A PURCHASE AGREEMENT FOR THE PURCHASE OF COUNTY PROPERTY, PARCEL 05-22-400-430 AND PARCEL 05-23-320-140, AND AUTHORIZE THE SIGNATURE UPON THE PURCHASE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTATION TO EFFECTUATE THE PURCHASE BY THE CHAIRMAN OF THE BOARD OF SUPERVISORS

WHEREAS, the Story County Board of Supervisors of Story County, Iowa, that in order to acquire an interest in real property, for the purpose and use as a conservation area, will consider a purchase Agreement between Story County Iowa and the Iowa Natural Heritage Foundation, to purchase the property known as the Sleepy Hollow Addition and as recorded on deed 2018-10144, instrument dated 10/26/18;

AND WHEREAS, notice of a Public Hearing by the Story County Board of Supervisors on the proposed Purchase Agreement, is heretofore given in compliance with the provisions of the *Code of Iowa*;

AND WHEREAS, Story County will be considering the Purchase Agreement on May 14, 2019.

NOW THEREFORE BE IT RESOLVED that a public hearing on this matter be held on the 14<sup>th</sup> day of May 2019, in the Public Meeting Room of the Story County Administration Building, 900 6<sup>th</sup> Street, Nevada, Iowa, at 10:00 AM.

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

Dated this 30th day of April 2019.

Board of Supervisors

Attest: Story County Auditor

Moved by: Sanders

Seconded by: Olson

Voting Aye: Sanders, Olson, Murken

Voting Nay: None

Absent: None

# NON-DISCLOSURE AGREEMENT

This NON-DISCLOSURE AGREEMENT (the “**Agreement**”) is effective as of APRIL 30TH, 20 19 by and between SWATMOD (“**Discloser**”), located at 3866 31<sup>st</sup> ST SE, St. Cloud, Minnesota 56304, and Story County (“**Recipient**” or “**you**”), located at 900 6th St., Nevada, IA 50201 (Discloser and Recipient together are the “**Parties**,” each a “**Party**”).

- Confidential Information.** “**Confidential Information**” means all proprietary, financial, business, legal, technical, or other information of Discloser or Discloser’s affiliates, employees, customers, or suppliers previously or subsequently disclosed by or on behalf of Discloser to Recipient not generally known to third parties, including without limitation, all information, whether in tangible or intangible form, (i) disclosed pursuant to this Agreement for purposes of evaluation or engaging in potential or continuing projects or business activities between the Parties; (ii) related to Discloser’s existing or contemplated proprietary inventions, discoveries, technologies, prospects, patentable ideas, or trade secrets; (iii) marked or otherwise identified as confidential at the time of disclosure or designated as such in a written memorandum delivered to Recipient within 30 days thereafter; (iv) that by its nature would be understood by a reasonable person to be proprietary of confidential under the circumstances; or (v) information received by Disclosure from others that Discloser has an obligation to treat as confidential. All such information will be treated as Confidential Information regardless of whether it is designated as confidential at the time of its disclosure. This Agreement will not prohibit any disclosure that is required by law or court order, provided that Recipient has not intentionally taken actions to trigger such required disclosure.
- Obligations.** In consideration for Recipient’s receipt of Confidential Information or other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Recipient agrees as follows: (i) to not disclose Confidential Information to third parties without Disclosure’s express prior written consent and to maintain the confidentiality of the Confidential Information in good faith while exercising reasonable precautions to prevent any unauthorized access, use, or disclosure; (ii) to only use Confidential Information for the purposes for which it was provided or in order to evaluate potential or continuing projects or business activities between the Parties and in performance of any resulting arrangements; (iii) to not disclose Confidential Information to Recipient’s employees, officers, parent company, or majority-owned subsidiaries, if any, except on a need-to-know basis for purposes permitted hereunder; (v) to immediately notify Discloser if Recipient becomes aware of any possible unauthorized use, disclosure, or misappropriation of Confidential Information; and (vi) to immediately notify Discloser of any court order compelling disclosure of Confidential Information and will cooperate with Discloser in contesting or minimizing such disclosure. Each party will be responsible for any breach of its obligations hereunder by its respective employees or agents.
- No Warranties or Licenses.** Confidential Information is provided to Recipient on an “**As-Is**” basis. DISCLOSER HEREBY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, CONCERNING ITS ACCURACY, COMPLETENESS, OR PERFORMANCE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,

AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. All of Discloser's title and rights in and to its Confidential Information will remain the exclusive property of Discloser. Neither this Agreement nor any disclosure of Confidential Information hereunder (i) obligates the Discloser to disclose Confidential Information, (ii) obligates the Parties to transact or contract with each other, (iii) limits the Parties from entering into business relationships with third parties, or (iv) grants Recipient any right or license under any copyright, patent, trade secret, or other intellectual property right. Nothing herein creates a joint venture or other business association between the parties.

4. **Term; Remedies.** The rights and obligations of the Parties under this Agreement will continue indefinitely from the effective date and will survive the expiration or termination, for any reason, of any other contractual relationship between the Parties that may occur while this Agreement is in effect. Recipient agrees to immediately return or destroy all Confidential Information, including copies thereof, upon termination of this Agreement or Discloser's written request. Recipient acknowledges that any breach of this Agreement will cause substantial and irreparable harm to Discloser for which money damages may be an inadequate remedy. Accordingly, in the event of a breach or threatened breach of this Agreement, Discloser is entitled to seek injunctive relief in addition to any other rights or remedies available at law, in equity, or by statute.
  
5. **General.** This Agreement represents the entire Agreement between the Parties and may not be modified other than in a signed writing by both Parties. If any provision of this Agreement is held to be invalid or unenforceable for any reason, then that provision will be considered removed from this Agreement and the remaining provisions will continue to be valid of limited according to the intentions of the Parties. The failure by Discloser to enforce a breach of this Agreement by Recipient will not be considered as a waiver of rights with respect to any subsequent breach by Recipient. This Agreement will be governed by and construed in accordance with the laws of Minnesota. All disputes will be resolved by a court of competent jurisdiction therein. Any notice hereunder will be effective upon receipt and must be provided in writing and delivered to the address stated above.

IN WITNESS WHEREOF, the Parties have duly signed the attached NON-DISCLOSURE AGREEMENT, effective APRIL 30TH, 20 19.

SWATMOD

x/ \_\_\_\_\_

Date: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

County: Story

x/ Linda Murken

Date: 4/30/2019

Print Name: Linda Murken

Title: Chair, Bd. of Supervisors

# VEHICLE MODIFICATION AGREEMENT

THIS AGREEMENT is made and entered into as of the 30 day of APRIL, 20 19 by and between SWATMOD LLC ("outfitter"), and Story County ("Client").

WHEREAS, Client desires that SWATMOD LLC modifies vehicle listed below;

WHEREAS, SWATMOD LLC desires to modify the vehicle identified in this document; and

WHEREAS, the parties wish to set forth the terms and conditions of modifications in writing.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

## 1. VEHICLE TO BE MODIFIED

A. **Vehicle.** The modifications the SWATMOD LLC will accomplish will be to a vehicle owned by the Client, which is: Year: \_\_\_\_\_, Make: MRAP Model: \_\_\_\_\_

VIN number: \_\_\_\_\_ ("Vehicle").

### **Modifications that will be applied:**

See Attached Custom Modification Service Invoice 2/5/2019

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B. **Excluded Assets.** All other assets of SWATMOD LLC are excluded from this agreement.

## 2. PAYMENT

Client shall pay SWATMOD LLC for the modifications to be completed. Client shall pay 50% down upon receipt of invoice; remaining amount is due upon pickup of the vehicle when modifications/service/autobody has been completed.

### 3. CLOSING

This Agreement shall close on the 30 day of APRIL, 2019, or another date mutually agreed upon by the parties. At such time, upon payment by Client of the total purchase price, Outfitter shall deliver to Client the vehicle with all discussed modifications completed.

### 4. WARRANTIES OF OUTFITTER

Outfitter represents and warrants:

A. **Authority.** SWATMOD LLC has all requisite power and authority to own and operate its properties, to carry on its business as and where such is now being conducted, to enter into this Agreement and the other documents and instruments to be executed and delivered by SWATMOD LLC pursuant hereto, and to carry out the transactions contemplated hereby and thereby.

B. **Title.** SWATMOD LLC has good and merchantable title to all parts and equipment used to effect the modifications of the Vehicle and certifies that such parts and equipment used herein, whether tangible or intangible, are free and clear of any and all liabilities of any nature (accrued, absolute, contingent or otherwise), liens, encumbrances, or security interests.

C. **Condition.** SWATMOD LLC represents and warrants that all of the equipment installed in the modification shall be in good condition and in good operating order and in working condition at Closing and is usable in the operation of the Client at Closing. However, there is no warranty implied or expressed. Personnel should be properly trained to use any and all equipment before utilizing on any operation.

D. **Litigation.** There are no pending or threatened actions, suits, or proceedings by or before any court of law, governmental entity, or arbitration panel relating to or affecting One SWATMOD LLC.

### 5. INDEMNITY

A. **By SWATMOD LLC.** Outfitter agrees to indemnify, defend and hold Client harmless from, for, and against all demands, claims, actions, causes of action, assessments, losses, damages, liabilities, costs and expenses, including, without limitation, interest, penalties, and attorneys' fees and expenses, asserted against, resulting to, imposed upon or incurred by Client, directly or indirectly, by reason of or resulting from the falsity or breach of any representation made by SWATMOD LLC in this agreement.

B. **By Client.** Client hereby agrees to indemnify, defend and hold SWATMOD LLC harmless from, for and against all demands, claims, actions, causes of action, assessments, losses, damages, liabilities, costs and expenses, including, without limitation, interest, penalties and attorneys' fees and expenses, asserted

against, resulting to, imposed upon or incurred by SWATMOD LLC, directly or indirectly, by reason of or resulting from (a) the falsity or breach of any representation, warranty or covenant of Client contained herein or made pursuant to this Agreement; (b) any use of the modified vehicle by the Client and any injury or damage resulting from the modified vehicles used by the Client, its successors and assigns.

## **6. HOLD HARMLESS**

Client acknowledges and agrees that SWATMOD LLC will not have any liability to Client or third persons for any damages of any kind whatsoever arising directly or indirectly from Buyer's use of the SWAT vehicle or in connection with this agreement. Client shall be responsible for and SWATMOD LLC shall have no liability whatsoever for, any claims, suits, actions, proceedings, losses, costs, expenses or liabilities of whatever nature (present or future and environmental or otherwise) arising out of or in any way connected with Clients use of the vehicle, regardless of the cause, and including any alleged fault or negligence of SWATMOD LLC.

## **7. GENERAL PROVISIONS**

**A. Severability.** If any term or provision of this Agreement or the application thereof to any circumstance shall, in any jurisdiction and to any extent, be invalid or unenforceable, such term or provision shall be ineffective as to such jurisdiction to the extent of such invalidity or unenforceability without invalidating or rendering unenforceable such term or provision in any of jurisdiction, the remaining terms and provisions of this Agreement, or the application of such terms and provisions to circumstances other than those as to which it is held invalid or enforceable.

**B. Further Actions.** The parties agree to execute and deliver from time to time hereafter any and all such further documents and to take such further actions as shall be reasonably necessary to carry out the transactions contemplated by this Agreement.

**C. Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of Client and SWATMOD LLC and their respective successors, heirs and assigns; provided, however, that SWATMOD LLC and Client shall not directly or indirectly transfer or assign any of their respective rights hereunder in whole or in part without the prior written consent of the other party or parties, and any such transfer or assignment without such consent shall be void. Subject to the immediately preceding sentence, this Agreement is not intended to benefit, and shall not run to the benefit of or be enforceable by, any other person or entity other than the parties hereto and their permitted successors and assigns. The parties further agree that said written consent shall not be unreasonably withheld.

**D. Entire Agreement.** In entering into and executing this Agreement, no party has relied or shall rely upon any promises, representations and warranties not expresses herein, and this Agreement expresses their entire agreement on the subject matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the 30th day of APRIL, 2019.

**SWATMOD LLC**

3866 31<sup>st</sup> ST SE

St. Cloud, MN 56304

**Agency Name and Address:**

<u>Story County</u>	<u>Story County Sheriff's Office</u>
<u>900 6th Street</u>	<u>1315 South B Avenue</u>
<u>Nevada, IA 50201</u>	<u>Nevada, IA 50201</u>

Signature:  Title: Chair, Board of ~~Police~~ Supervisors

Print Name: Linda Murken Date: 4/30/2019

For the consideration of:

**Story County Sheriff's Department**  
**1315 S B Ave**  
**Nevada, IA 50201**

The following is a Quote sheet for Modifications to your MRAP. Current Labor rate is \$110 per hour. This invoice and its pricing will be honored if a deposit is received on or before **03-06-19** as we are currently looking at a rate increase due to the growing costs of business and vitality of material costs.

Item Description	Time	Parts Cost	Total Cost
Delaminating of cloudy or damaged glass. This estimate is contingent on how many layers need to be removed. Parts cost applies to various consumables and chemicals need for the work to be done.	10 hours (Estimated)	\$300	\$1400.00
Replace seized AC compressor and belt, parts and labor to troubleshoot and repair AC system. This is an estimated time based on past service we have completed on other Caimans.	12 hours (Estimated)	\$600 (Estimated)	\$1920.00
Parts and Labor for basic turret surround (octagon shape) built out of 3/8" thick AR400 hardened steel which is resistant to most rifles. Turret we will include 4 16"x16", 4" thick bullet resistant ballistic military grade windows.  For additional cost we can add thicker steel or multiple layers of steel and aluminum, motorized rotation, gun mounts, etc.	48 hours	\$6,450	\$11730.00
Parts and Labor for two-way breaching ram which will articulate up and down, this will include two 8ft extensions.	56 hours	\$2168	\$8328.00

Ram Upgrade - 4-way function so the ram also operates side to side for full maneuverability.	22 hours	\$720	\$3,140.00
Ram Upgrade – Camera system to add the ability to see the ram unit function to aid the operator in control/positioning.	4 hours	\$495	\$935.00
Installation of “Cat Eye” style mirrors on the front of vehicle to aid in seeing blind spots.	2 hours	\$368	\$588.00
<b>Totals:</b>	<b>154 Hours</b>	<b>11,101.00</b>	<b>\$28,041</b>
<b>50% Deposit Due:</b>			<b>\$14,020.50</b>

Terms & Conditions

Thank you for giving us the opportunity to work with your agency. Please pay 50% so we can reserve the limited parts we have for your order, acquire the materials necessary and begin work on your project. The deposit will also secure a scheduled date for installation/service. We are currently booked out for 5-8 weeks. Feel free to communicate with us on a convenient time frame for your MRAP.

Please make check payable to “SWATMOD LLC”.

Please Sign and Return:

 Print: Linda Murken Date: 4/30/2019

1-09

Permit Number 19-48

STORY COUNTY UTILITY PERMIT

Date 4/25/19

To the Board of Supervisors, Story County, Iowa:

The Complete Communications Services Corp Company, incorporated under the laws of Iowa, with its principal place of business at 1001 Tennyson Ave, Stratford, IA, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Buried Fiber Optic on secondary route R61, from R61 / Hillcrest Dr to 130th St / E18, a distance of < 2.0 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 4/23/2019

Complete Communications Services Corp  
Name of Company (Applicant - Permittee)

Randall Baker GM 515-838-2390  
by Phone no.

Recommended for Approval:

Date 4-24-19

Ranen Moran 515-382-7355  
County Engineer Phone no.

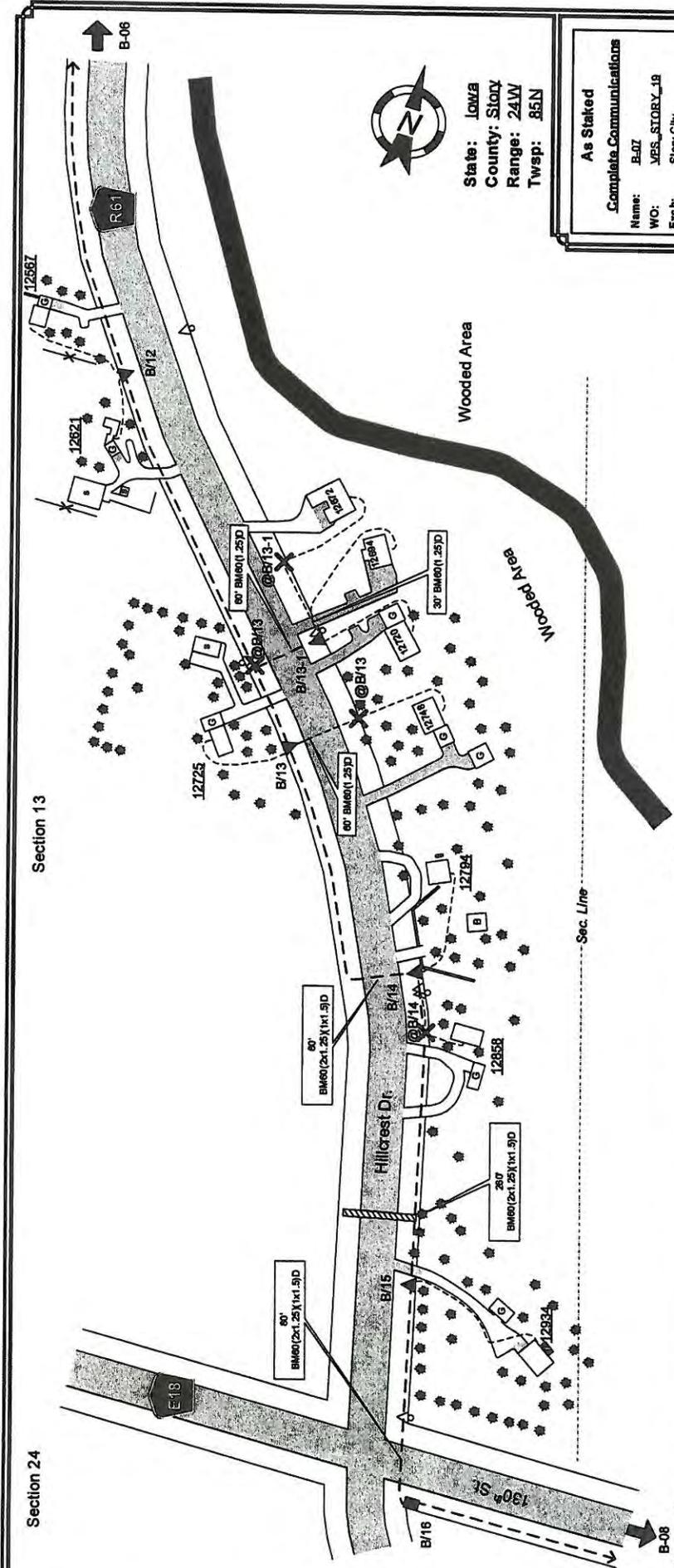
Approved:

Date 4/20/19

Mudambee  
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.





State: Iowa  
 County: Story  
 Range: 24W  
 Twp: 85N

**As Staked**

**Complete Communications**

Name: BJOZ  
 WO: MES\_STORY\_18  
 Exc: Story City  
 Route: B  
 ROW: Public

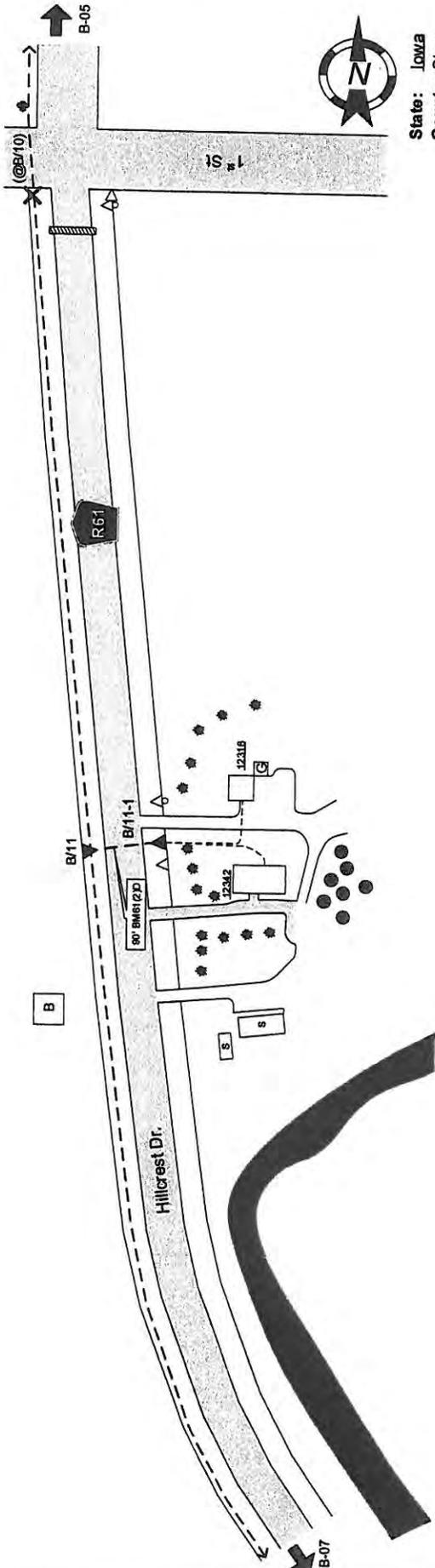
Staked By: TM Date: 1-18  
 Revised By: Date:  
 Plowed By: Date:  
 Tabbed By: Date:

**VantagePoint**  
 Drawing Not to Scale

Sheet	7	of	15
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From	To	PType	Units	Feet	BM	HBFO	HO	ONT	W	Remarks
B/11	B/12	BDO5TSS	BFO 288R &	1812	2(50)(8)	1	1	2		
	B/12		BFO 72RW &	1862						
	B/12		BFO 24RD	1812						
B/12	12567		SEBO 4	260	83	1				Sub 12567
B/12	12621		SEBO 4I	280	83	1				Sub 12621
B/12	X@B/13		BFO 288R &	726						

Section 13



State: Iowa  
 County: Story  
 Range: 24W  
 Twp: 85N

**As Staked**

**Complete Communications**

Name: B-08  
 WO: MES\_STORY\_19  
 Exch: Story\_City  
 Route: B  
 ROW: Public

Staked By: TM Date: 1-18  
 Revised By: Date:  
 Plowed By: Date:  
 Tabbed By: Date:

**VantagePoint**  
 Drawing Not to Scale

Sheet 6 of 15

From	To	PType	Units	Feet	BM	HO	ONT	Remarks
X@B/10	B/11	BDO5TSB	BFO 288R &	1544	2(5/8)(8)	1	4	
	B/11		BFO 72RW &	1594				
	B/11		BFO 24RD	1544				
B/11	B/11-1	BDO5TSB	BFO 24RI	124	2(5/8)(8)	1	2	
	B/11-1		BFOV(1x1.25)	100	6(2)D	90		
B/11-1	12316		SEBO 4	270	83	1	HB3S	Sub 12316

## STORY COUNTY UTILITY PERMIT

Date 4/25/19

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 282nd st, from 55055 282nd st to under the road, a distance of 400 ~~miles~~ ft.

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 4-24-19

Consumers Energy  
Name of Company (Applicant - Permittee)

Eliot Mayland 641-485-4064  
by Phone no.

Recommended for Approval:

Date 4-24-19

James Allen 515-382-7355  
County Engineer Phone no.

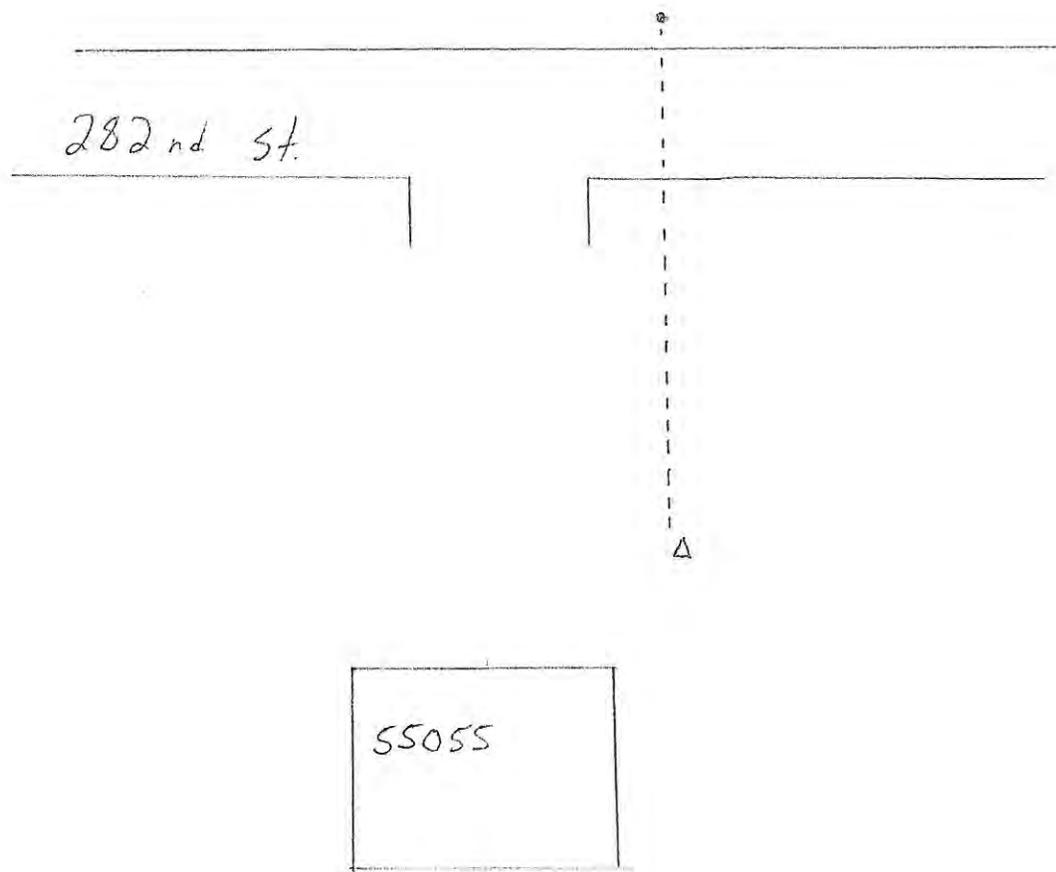
Approved:

Date 4/30/2019

Paul Adair  
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.

↑  
N



New 7200 volt electric in 2" Duct  
under 282nd St at a minimum depth  
of 4 ft below the road bed.

**Resolution #19-102**

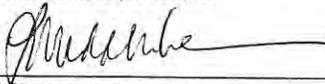
<b>COUNTY NAME:</b> STORY	<b>RECORD OF HEARING AND DETERMINATION ON THE AMENDMENT TO COUNTY BUDGET</b>	<b>COUNTY NO:</b> 85
Date budget amendment was adopted: 4/30/19	For Fiscal Year Ending: June 30, 2019	

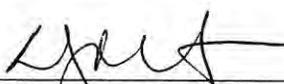
The County Board of Supervisors met on the date specified immediately above to adopt an amendment to the current County budget as summarized below. The amendment was adopted after compliance with the public notice, public hearing, and public meeting provisions as required by law.

Iowa Department of Management Form 653 A-R Sheet 2 of 2 (revised 05/01/14)		Total Budget as Certified or Last Amended	Adopted Current Amendment	Total Budget After Current Amendment
<b>REVENUES &amp; OTHER FINANCING SOURCES</b>				
Taxes Levied on Property	1	25,838,588	0	25,838,588
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Less: Credits to Taxpayers	3	1,054,456	0	1,054,456
Net Current Property Taxes	4	24,784,132	0	24,784,132
Delinquent Property Tax Revenue	5	3,050	0	3,050
Penalties, Interest & Costs on Taxes	6	75,000	0	75,000
Other County Taxes/TIF Tax Revenues	7	3,496,431	95,000	3,591,431
Intergovernmental	8	9,208,452	232,824	9,441,276
Licenses & Permits	9	78,970	0	78,970
Charges for Service	10	1,867,815	2,428	1,870,243
Use of Money & Property	11	452,025	51,000	503,025
Miscellaneous	12	1,306,750	120,315	1,427,065
<b>Subtotal Revenues</b>	13	41,272,625	501,567	41,774,192
Other Financing Sources:				
General Long-Term Debt Proceeds	14	0	1,000,000	1,000,000
Operating Transfers In	15	3,093,350	0	3,093,350
Proceeds of Fixed Asset Sales	16	2,000	39,550	41,550
<b>Total Revenues &amp; Other Sources</b>	17	44,367,975	1,541,117	45,909,092
<b>EXPENDITURES &amp; OTHER FINANCING USES</b>				
Operating:				
Public Safety & Legal Services	18	12,136,760	780,000	12,916,760
Physical Health & Social Services	19	2,540,695	71,974	2,612,669
Mental Health, ID & DD	20	1,979,364	290,400	2,269,764
County Environment & Education	21	4,112,166	607,791	4,719,957
Roads & Transportation	22	7,035,300	411,000	7,446,300
Government Services to Residents	23	1,253,592	40,332	1,293,924
Administration	24	6,491,256	248,350	6,739,606
Nonprogram Current	25	85,000	0	85,000
Debt Service	26	1,518,680	102,300	1,620,980
Capital Projects	27	6,166,334	2,064,495	8,230,829
<b>Subtotal Expenditures</b>	28	43,319,147	4,616,642	47,935,789
Other Financing Uses:				
Operating Transfers Out	29	3,093,350	0	3,093,350
Refunded Debt/Payments to Escrow	30	0	0	0
<b>Total Expenditures &amp; Other Uses</b>	31	46,412,497	4,616,642	51,029,139
<b>Excess of Revenues &amp; Other Sources over (under) Expenditures &amp; Other Uses</b>	32	(2,044,522)	(3,075,525)	(5,120,047)
Beginning Fund Balance - July 1,	33	22,120,009	0	22,120,009
Increase (Decrease) in Reserves (GAAP Budgeting)	34	0	0	0
Fund Balance - Nonspendable	35	0	0	0
Fund Balance - Restricted	36	9,516,018	(1,979,781)	7,536,237
Fund Balance - Committed	37	1,350,037	49,535	1,399,572
Fund Balance - Assigned	38	3,030,911	134,019	3,164,930
Fund Balance - Unassigned	39	6,178,521	(1,279,298)	4,899,223
<b>Total Ending Fund Balance - June 30,</b>	40	20,075,487	(3,075,525)	16,999,962

Date original budget adopted: 03/13/18	Date(s) current budget was subsequently amended: 7/31/2018, 8/28/18
---	--

The below-signed certify that proof of publication of the hearing notice and proposed amendment is on file for each official County newspaper, that all public hearing notices were published not less than 10, nor more than 20 days prior to the public hearing, and that adopted expenditures do not exceed published amounts for any of the 10 individual expenditure classes, or in total.

  
\_\_\_\_\_  
Board Chairperson (signature)

  
\_\_\_\_\_  
County Auditor (signature)

**RESOLUTION NO. 19-103  
APPROPRIATIONS AMENDMENT**

WHEREAS, Resolution No. 18-120 dated June 26, 2018 set appropriations by department for Fiscal Year 2019, and

WHEREAS, Resolution No. 19-07 dated July 31, 2018 amended appropriations by department for Fiscal Year 2019, and

WHEREAS, Resolution No. 19-22 dated August 28, 2018 amended appropriations by department for Fiscal Year 2019, and

WHEREAS, Resolution No. 19-36 dated October 9, 2018 amended appropriations by department for Fiscal Year 2019, and

WHEREAS, Resolution No. 19-89 dated March 5, 2019 amended appropriations by department for Fiscal Year 2019, and

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Story County, Iowa, to amend department appropriations by the following amounts:

<u>Dept# &amp; Name</u>	<u>\$ Amount</u>	<u>Dept# &amp; Name</u>	<u>\$ Amount</u>
01 – Board of Supervisors	39,450	02 – Auditor	5,132
03 – Treasurer	3,800	04 – Attorney	185,300
05 – Sheriff	553,700	07 – Recorder	11,500
08 – Animal Control	43,825	20 – Engineer	1,300,267
21 – Veteran’s Affairs	10,403	22 – Conservation Board	710,418
23 – Environmental Health	19,437	24 – IRVM	22,966
25 – Community Serv	17,513	50 – Human Services	34,325
51 – Facilities Mngmt	39,100	52 – Information Tech	44,627
53 – Plan & Development	17,104	54 – Justice Center Fac	59,275
60 – Mental Health	291,133	99 – Countywide Serv	1,502,217

Motion by: Sanders Seconded by: Olson

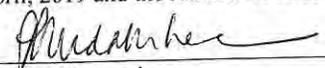
Voting Aye: Sanders, Olson, Murken

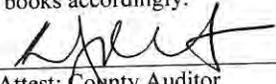
Voting Nay: None

Abstaining: None

Absent: None

The above resolution was adopted by the Board of Supervisors of Story County, Iowa, on the 30<sup>th</sup> day of April, 2019 and the Auditor is directed to correct her books accordingly.

  
Board of Supervisors

  
Attest: County Auditor

# ANNOUNCEMENT OF FUNDING OPPORTUNITY

## *Tourism Events*

The Story County Board of Supervisors is pleased to announce grant money is available for tourism activities beginning July 1<sup>st</sup>. Historically, the Board has committed funding for events such as the Iowa Games and ongoing support for the Ames Convention and Visitors Bureau. With the budget adopted this past March, the available funding amount for Fiscal Year 2020 (which begins on July 1<sup>st</sup>), increased to \$10,000.

Organizers of events located within Story County who wish to know more about potential funding are encouraged to contact \_\_\_\_\_ . The Board of Supervisors will act upon funding requests and qualified projects awarded on a first come, first served basis following the beginning of the fiscal year.

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



**APPROVED**

**DENIED**

Board Member Initials: \_\_\_\_\_

Meeting Date: \_\_\_\_\_

Follow-up action: \_\_\_\_\_

*future meeting*

**DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER**

Prepared By: Amelia Schoeneman, Story County Planning and Development, 900 6<sup>th</sup> Street, Nevada, IA 50201 (515) 382-7245  
Please Return to the Story County Planning & Development Department

**STORY COUNTY IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION NUMBER 19-98**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to subdivide real estate from Darlene L. Kalsem as Trustee of Darlene L. Kalsem Revocable Trust, 111 Lynwood Drive, Huxley, Iowa, 50124, involving the real estate located in Section 33 of Union Township at 58439 340th Street, Cambridge, Iowa and identified as Parcel #14-33-300-405, hereinafter described on Attachment A and shown on Attachment B, and

WHEREAS, Darlene L. Kalsem as Trustee of Darlene L. Kalsem Revocable Trust is the legal titleholder of said real estate, and

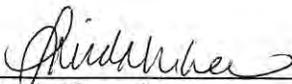
WHEREAS, it appears that all conditions and requirements prescribed by Chapter 354 and Chapter 355, Code of Iowa, and as prescribed by the *Story County C2C Plan* and the *Code of Ordinances, of Story County, Iowa*, have been complied with and met,

AND WHEREAS, it is the opinion of the Board of Supervisors of Story County, Iowa, that it is advisable and in the best interests of Story County, Iowa, and all persons concerned, that said Plat be approved, and accepted.

NOW, THEREFORE, BE IT RESOLVED that the Residential Parcel Subdivision Plat of the Kalsem Family Subdivision, Second Addition, involving real estate hereinafter described on Attachment A and shown on Attachment B being the same, is hereby approved and accepted and all acts and deeds of the said owners and grantors in the premises are hereby confirmed and approved and the real estate hereinafter described on Attachment A shall hereinafter be known as the Kalsem Family Subdivision, Second Addition.

IT IS FURTHER RESOLVED that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution 19-98 to be affixed to said Final Plat upon its approval by the Board of Supervisors.

Dated this <sup>30th</sup> 16<sup>th</sup> day of April, 2019.

  
\_\_\_\_\_  
Board of Supervisors  
Story County, Iowa

  
\_\_\_\_\_  
County Auditor  
Story County, Iowa

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

**ATTACHMENT A**

**Legal Description**

Kalsem Family Subdivision, Second Addition, Story County, Iowa,  
a replat of

The Southeast Quarter of the Southwest Quarter, Section 33, Township 82 North,  
Range 23 West of the 5th P.M., Story County, Iowa, except the North 165 feet of the  
South 891 feet of the East 265 feet thereof;

more particularly described as:

A part of the Southeast Quarter of the Southwest Quarter, except an existing parcel  
therein, described in a Change of Title filed at Instrument No. 2016-09623, in Section 33,  
Township 82 North, Range 23 West of the 5th P.M., Story County, Iowa, being more  
particularly described as follows:

Beginning at the South Quarter Corner of said Section 33; thence South  
89°59'39" West, 1325.73 feet to the Southwest Corner of said Southeast Quarter  
of the Southwest Quarter; thence North 01°06'13" East, 1325.18 feet to the  
Northwest Corner thereof; thence South 89°58'46" East, 1320.93 feet to the  
Northeast Corner thereof; thence South 00°53'47" West, 433.49 feet along the  
east line thereof to the Northeast Corner of said excepted parcel; thence running  
coincident with the boundary thereof South 89°59'39" West, 264.00 feet; thence  
South 00°53'47" West, 165.00 feet; thence North 89°59'39" East, 264.00 feet to  
the Southeast Corner of said excepted parcel; thence South 00°53'47" West,  
726.00 feet along the east line of said Southwest Quarter to the point of  
beginning,

containing 39.24 acres, which includes 2.55 acres of existing public right of way.

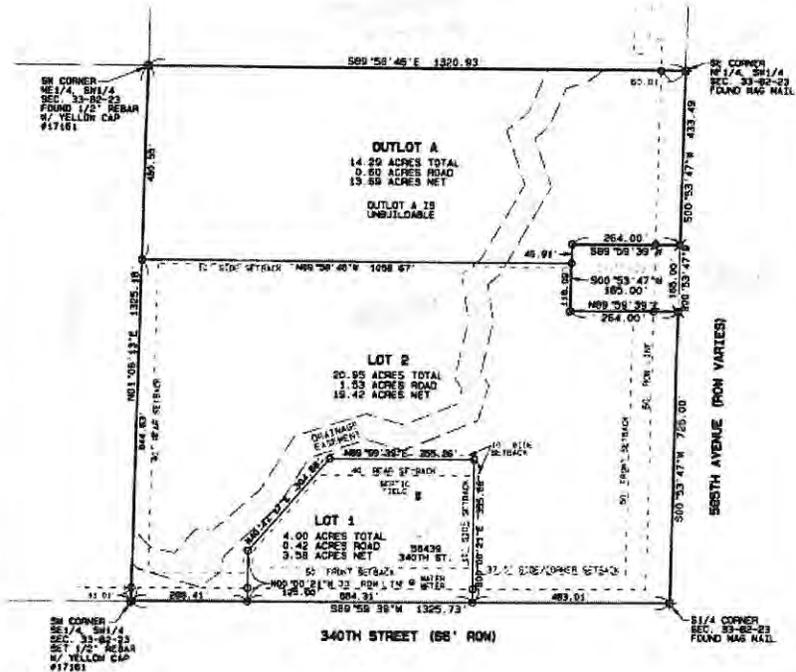
**ATTACHMENT B**

**FINAL PLAT  
KALSEM FAMILY SUBDIVISION,  
SECOND ADDITION**

A RESIDENTIAL PARCEL SUBDIVISION IN THE SE 1/4, SW 1/4,  
SECTION 33-82-23, STORY COUNTY, IOWA

OWNER:  
DARLENE L. KALSEM REV. TRUST  
111 LYNDWOOD DR.  
MADISON, IA 50154

DEVELOPER:  
LUIS SCHAUOT  
3707 NE TYLER LANE  
AMENY, IA 50001



**SURVEY DESCRIPTION:**

A Residential Parcel Subdivision of the Southeast Quarter of the Southwest Quarter, except an existing parcel therein, described in a Change of Title filed at Instrument No. 2016-09623, in Section 33, Township 82 North, Range 23 West of the 5th P.M., Story County, Iowa, said subdivision being more particularly described as follows: Beginning at the South Quarter Corner of said Section 33; thence S89°53'38"W, 1320.73 feet to the Southwest Corner of said Southeast Quarter of the Southwest Quarter; thence N01°05'13"E, 1320.38 feet to the Northeast Corner thereof; thence S89°50'40"E, 1320.83 feet to the Northeast Corner thereof; thence S00°53'47"W, 433.49 feet along the east line thereof to the Northeast Corner of said excepted parcel; thence running coincident with the boundary thereof S89°50'39"W, 264.00 feet; thence S00°53'47"W, 180.00 feet; thence N89°50'39"E, 264.00 feet to the Southeast Corner of said excepted parcel; thence S00°53'47"W, 726.00 feet along the east line of said Southwest Quarter to the point of beginning, containing 39.24 acres, which includes 2.56 acres of existing public right of way.

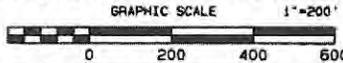
**DISTRICTS:**

School: Bellard CSD  
Fire: Cambridge  
Ambulance: Story County  
Zoning: A-1 (Agricultural)  
Water: South Skunk River  
Utilities: Consumers Energy,  
Iowa Reg. Utilities  
Association

**NOTES:**

1. Each development lot will be served by a private septic system and Xenia rural water.
2. All new lots shall require an E911 address for inhabited structures, including residences and businesses, telecommunications towers and facilities, and for any public assembly area, including open-air, outdoor activities. E911 addresses shall be assigned at the request of the property owner.
3. Iowa Rural Utilities Assn. has an easement, recorded at Inst. 2016-02540, over part of the E1/2, SW1/4. There is not enough information available to show on the survey.

- ☒ - SET MAG NAIL
- - FOUND 1/2" REBAR W/ YELLOW CAP #17161
- - SET 1/2" REBAR W/ YELLOW CAP #17161



**STUMBO & ASSOCIATES  
LAND SURVEYING**

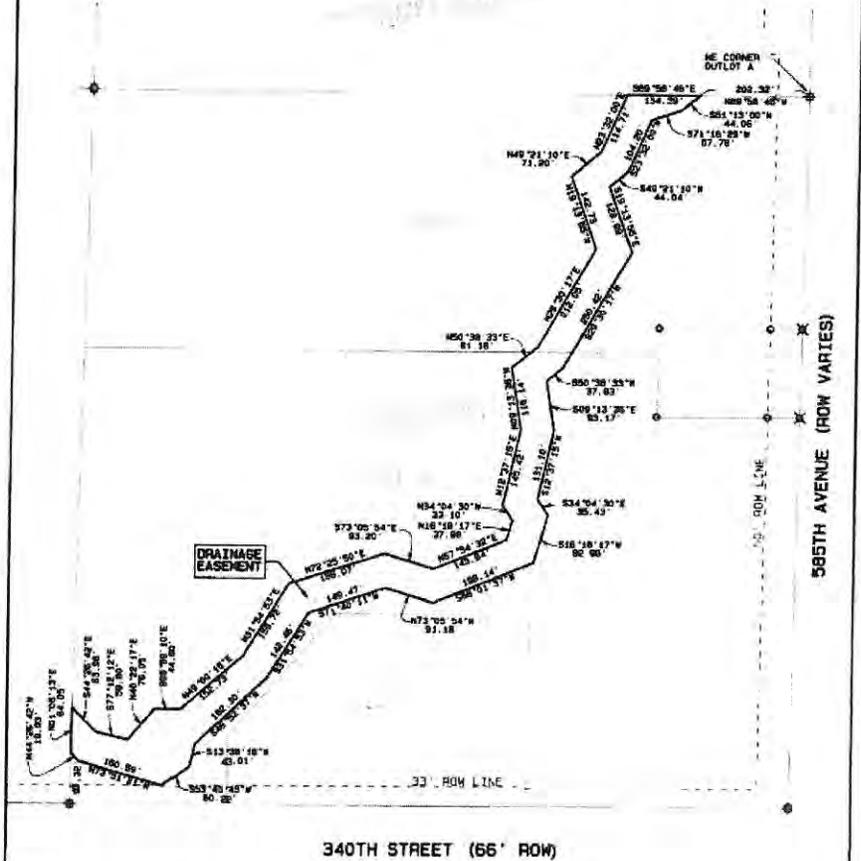
510 S. 11TH STREET, SUITE #02  
AMES, IOWA 50010  
PH. 565-239-3604 • FAX 565-239-4403

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

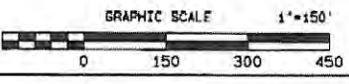
*R. Bradley Slubb* Date: 4-1-19  
R. Bradley Slubb License #17161  
My license renewal date is December 31, 2019  
JOB #14250792 Date: 4/01/19 Page 1 of 2



# KALSEM FAMILY SUBDIVISION, SECOND ADDITION DRAINAGE EASEMENT



**Survey Description-Drainage Easement:**  
 A strip of land across Lot 2 and Outlot A in Kalsem Family Subdivision, Second Addition in the Southeast Quarter of the Southwest Quarter of Section 31, Township 82 North, Range 83 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Commencing at the Northeast Corner of said Outlot A; thence N89°58'46\"/>



# Staff Report

## Board of Supervisors

**Date of Meeting:**  
April 16, 2019

**Case Number SUB04-19**

Residential Parcel Subdivision – Kalsem Family Subdivision, Second Addition  
Resolution No. 19-98

**APPLICANT:** Darlene L. Kalsem as Trustee of  
Darlene L. Kalsem Revocable Trust  
111 Lynwood Drive  
Huxley, Iowa, 50124

**STAFF PROJECT MANAGER:** Amelia Schoeneman, Planner

**SUMMARY:** A Residential Parcel Subdivision request to create two development lots and one outlot as follows: proposed Lot 1, a 3.58 net-acre lot containing the existing single-family dwelling and accessory structure at 58439 340th Street, proposed Lot 2, a 19.42 net-acre lot located to the north of proposed Lot 1, which would be considered buildable for a dwelling, and proposed Outlot A, a 13.69 net-acre lot to the north of Lot 2 that is not buildable. There are no current plans to construct a dwelling on proposed Lot 2. All requirements for a residential parcel subdivision are met. Planning staff recommends approval of the proposed Residential Parcel Subdivision Plat as requested by the applicant.





**Property Owner**

Darlene L. Kalsem as Trustee of  
Darlene L. Kalsem Revocable Trust  
111 Lynwood Drive  
Huxley, Iowa, 50124

**Parcel Identification Number**

14-33-300-405

**Property Address**

58439 340th Street  
Cambridge, Iowa

**Location of Subdivision**

Union Township (Section 33, Township 82, Range 23)

**Size of Area**

36.69 acres (total net-acreage of subdivision)

**Districts**

A-1 Agricultural Zoning District  
Ballard Community School District  
Story County Ambulance and Cambridge Fire Department  
Consumers Energy and Iowa Regional Utilities Association  
South Skunk River Watershed

**Cities within Two Miles**

City of Cambridge – The City of Cambridge addressed this item at their City Council meeting on April 1, 2019, and waived their right to review.

City of Huxley – The City of Huxley addressed this item at their City Council meeting on April 23, 2019, and approved the request.

**Description of Proposed Subdivision**

The application is to consider a request for a Residential Parcel Subdivision to create two lots and an outlot:

1. Proposed Lot 1, a 3.58 net-acre lot containing the existing single-family dwelling and accessory structures at 58439 340th Street.
2. Proposed Lot 2, a 19.42 net-acre lot located to the north of proposed Lot 1, which would be considered buildable for a dwelling.
3. Proposed Outlot A, a 13.69 net-acre lot to the north of Lot 2 that is not buildable.

Proposed Lot 2 does not contain any structures and is in agricultural production, as is a majority of the subject property. The property owner indicates that there are currently no plans to construct a single-



family dwelling on proposed Lot 2. The County Engineer has indicated that any new driveway for proposed Lot 2 would need a permit.

### **Current and Future Land Use**

The existing parcel came into its current configuration in 1979 when a one gross-acre parcel was divided from the southeast quarter of the southwest quarter of Section 33, Union Township, through a deed. The remainder from the division is the subject property and what is currently proposed to be platted as the Kalsem Family Subdivision, Second Addition.

In 2018, a permit was issued to a relative of the property owner to construct a single-family dwelling and pole barn on the subject property. The relative had initially requested to divide an approximately four-acre parcel from the subject property prior to constructing the dwelling, however, no exceptions to the 35 net-acre minimum lot size in the A-1 Agricultural District were met to permit the division and construction.

The residential parcel subdivision process was adopted in 2012. This allows parcels zoned A-1 Agricultural District to be divided into two lots, a minimum of one net acre in size, buildable for a single-family dwelling if there is an existing dwelling and other requirements of Chapter 87.07 of the Story County Land Development Regulations, listed below, are met. As there is an existing dwelling on the subject property with the 2018 construction of the dwelling, the submittal of a residential parcel subdivision was permitted to divide the parcel and allow the dwelling to be located on a parcel under 35 net acres in the A-1 Agricultural Zoning District.

The subject property is designated as Agricultural Conservation Area by the Cornerstone to Capstone (C2C) Comprehensive Plan: "These areas encompass large areas of highly valuable farmland, with farming and agricultural production as the primary activity." Principles for the designation include to encourage high-value agriculture lands to remain in production, direct non-agricultural development to other C2C Plan Designations, and limit conflicts between agricultural uses, residences, and other uses.

Some land currently in row crop production was taken out of production to accommodate the dwelling on proposed Lot 1. There are no plans to construct a dwelling on proposed Lot 2 and Outlot A is not considered buildable—these lots make up 90% of the subdivision's area. The applicant indicates both Outlot A and Lot 2 will continue to be in agricultural production. A residential parcel subdivision is limited to yielding two lots and once approved, no further residential parcel subdivisions can take place to create additional buildable lots. These requirements for a residential parcel subdivision help preserve agricultural land.

Proposed Lot 1 has frontage on 340<sup>th</sup> Street, a gravel County road. Proposed Lot 2 also has frontage on 340<sup>th</sup> Street and 585<sup>th</sup> Avenue, a paved County road. There is an existing farm access from 340<sup>th</sup> onto Lot 2. This access is also used to access Outlot A and the farmfields west of the creek on Outlot A are only accessible through Lot 2. The applicant indicates that the owner will reserve an easement for access in the case that separation of ownership occurs. However, Outlot A and Lot 2 are planned to be under common ownership.



The subject property contains Natural Resources Area encompassing a treed area on the property adjacent to a creek, as designated in the Story County C2C Comprehensive plan. No new development is currently proposed. However, if development occurs in areas covered by natural vegetation, Section 88.05 (2) of the Story County Land Development Regulations requires that no more than 15% of naturally occurring resources may be removed. If over 15% are removed, Section 88.05 includes mitigation requirements for significant trees, defined as a deciduous tree with a caliper of greater than four inches measured four feet off the ground or a coniferous tree taller than 15 feet. A 60-foot wide easement for the creek was provided as part of the subdivision. The creek is currently not shown as having floodplain on the effective FEMA Flood Hazard Maps. The preliminary FEMA Flood Hazard Maps show a small portion of the creek will be included in the floodplain on Outlot A.

**Surrounding Land Use**

Adjacent properties are as follows:

**North:**

Lot 2 of the Kalsem Family Subdivision, First Addition, an Agricultural Subdivision.

**Northeast:**

An 11.29 net-acre parcel containing a single-family dwelling.

**East:**

A one gross-acre parcel previously divided from the subject property in 1979 containing a dwelling.

Across 585<sup>th</sup>, a 40 gross-acre parcel in agricultural production with several agricultural buildings.

**South:**

Jasper County is located to the south. The owners of properties located in Jasper County within a quarter mile were notified of the proposed subdivision.

**West and Northwest:**

Two 40 gross-acre parcels in agricultural production.

There are a total of 42 parcels located within a half mile of the subject property in Story County. Of these properties, nine contain single-family dwellings. Twenty parcels without dwellings meet the minimum lot size requirements to construct a single-family dwelling in the A-1 Agricultural District.

**Applicable Regulations – Story County Land Development Regulations**

**87.07 (1) (A) (1)**

(1) A subdivision may be submitted for review and approval as a residential parcel subdivision plat when all of the following are true:

- a. The development lots created by the subdivision are intended to be used for residential purposes.
- b. Only two development lots may be created.



- c. The Assessment Property Record Card for the property shall show a single-family dwelling and/or farmstead, as defined in Section 85.08, in existence.
- d. The subdivision includes no land set apart for new streets, alleys, parks, dedicated open space, school property, or public use.
- e. The subdivision lies wholly within the A-1 District. For parcels located within the boundaries of the Ames Urban Fringe Plan, the subdivision must be both zoned A-1 Agricultural and lie wholly within the Rural Service and Agricultural Conservation Area designation.
- f. Both development lots (created by the Residential Parcel Subdivision Plat) shall contain a minimum of one acre (net) each. All side and rear yard setback requirements must be met.
- g. All resulting development lots shall have access to an adjoining public roadway by actual road frontage or easement.
- h. No variances from subdivision or zoning standards shall be granted in order to accomplish the Residential Parcel Subdivision Plat.
- i. The existing parcel shall not have been created through a previously approved Residential Parcel Subdivision Plat. The proposal meets all of the above requirements for a Residential Parcel Subdivision Plat.

#### **Commentary**

The following comments are part of the official record of the proposed Residential Subdivision Plat – Kalsem Family Subdivision, Second Addition, Case No. 04-19. If necessary, conditions of approval may be formulated based on these comments.

The application materials were forwarded to the members of the Interagency Review Team. The following comments were received:

#### **Story County Planning and Development**

The treed area adjacent to the creek is considered Natural Resources Area, as designated in the Story County C2C Comprehensive plan. Please note that if development occurs in areas covered by natural vegetation, Section 88.05 (2) of the Story County Land Development Regulations requires that no more than 15% of naturally occurring resources may be removed. If over 15% are removed, Section 88.05 includes mitigation requirements for significant trees, defined as a deciduous tree with a caliper of greater than four inches measured four feet off the ground or a coniferous tree taller than 15 feet. A comprehensive list of requirements with regard to natural vegetation is attached below.

#### **Story County Engineer**

Any proposed new driveway will need a permit from our office.

#### **General Public**

Notification letters were mailed to surrounding property owners within a quarter-mile regarding the public meeting on the subdivision request April 9, 2019. No comments were received as of the writing of this report.

#### **Analysis**

Points to consider in evaluating the applicant's request to divide their property through the Residential Parcel Subdivision Plat process.



1. All requirements for a Residential Subdivision Plat in Section 87.07 of the Story County Land Development Regulations are met.
2. A relative constructed a dwelling on proposed Lot 1 in 2018—the subdivision will allow the dwelling to be divided from the farmland and located on a parcel under 35 acres in size.
3. The Residential Parcel Subdivision will create one additional development lot, however, there are no plans to construct another dwelling. Lot 2 and Outlot A are planned to be kept in agricultural production.
4. Both proposed Lot 1 and 2 have road frontage on 340<sup>th</sup> Street, a gravel County road. Lot 2 and Outlot A also have frontage on 585<sup>th</sup> Avenue, a paved County road. There is an existing farm access from 340<sup>th</sup> onto Lot 2. This access is used to access Outlot A and the farmfields west of the creek on Outlot A are only accessible through Lot 2. The applicant indicates that the owner will reserve an easement for access in the case that separation of ownership occurs. However, Outlot A and Lot 2 are planned to be under common ownership.
5. The subject property is designated as Agricultural Conservation Area and Natural Area by the Cornerstone to Capstone (C2C) Comprehensive Plan. The requirements for a residential parcel subdivision are designed to preserve agricultural land and no development is proposed.
6. There are a total of nine parcels within a half mile of the subject property in Story County that contain single-family dwellings.

#### Alternatives

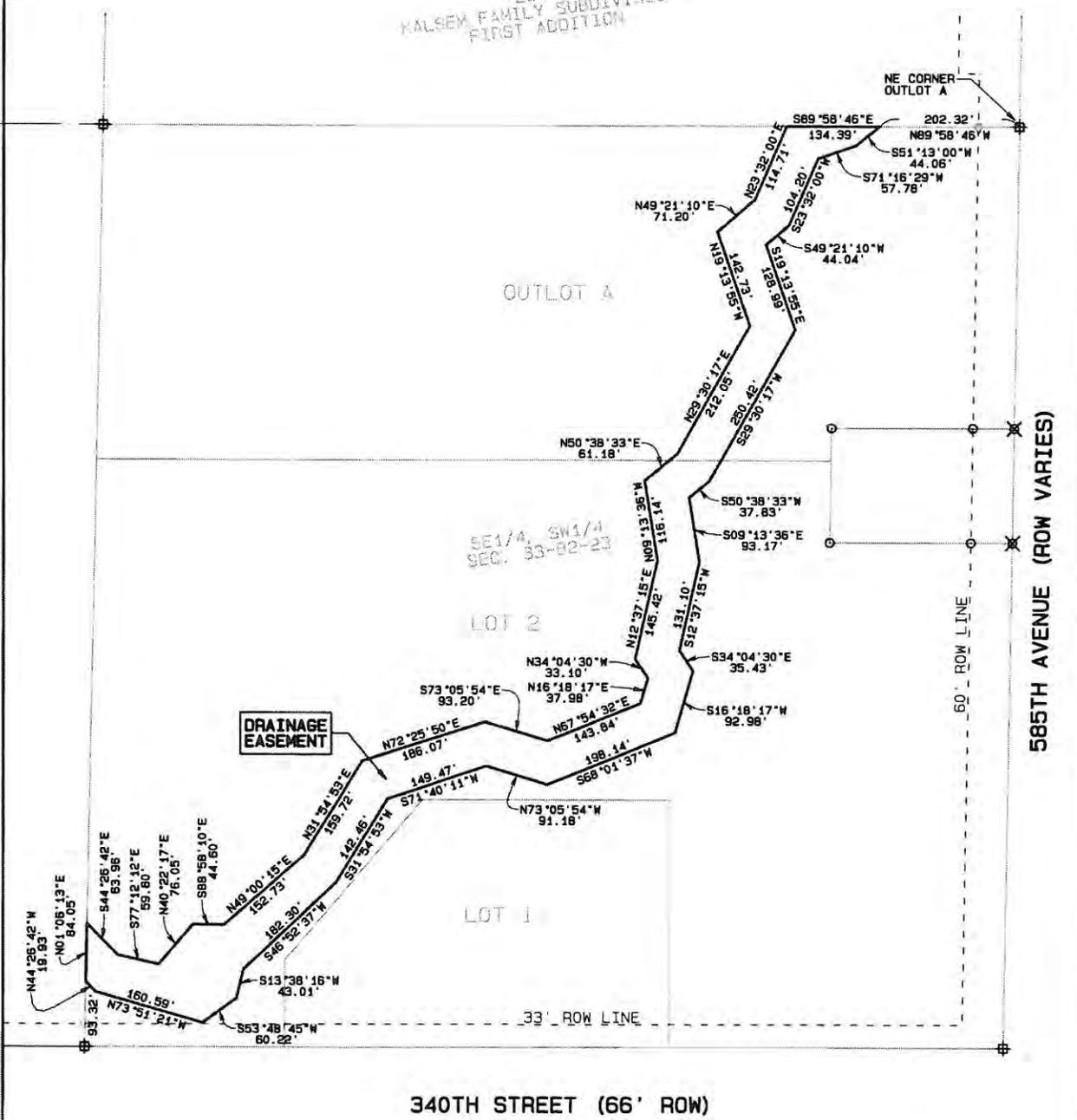
Story County Planning & Development Staff recommend the approval of Kalsem Family Subdivision, Second Addition Residential Parcel Subdivision Plat as proposed (alternative #1).

1. **The Story County Board of Supervisors approves Resolution #19-98, the Residential Parcel Subdivision Plat – Kalsem Family Subdivision, Second Addition as put forth in SUB04-19.**
2. The Story County Board of Supervisors approves Resolution #19-98, the Residential Parcel Subdivision Plat – Kalsem Family Subdivision, Second Addition as put forth in SUB04-19 with conditions.
3. The Story County Board of Supervisors denies Resolution #19-98, the Residential Parcel Subdivision Plat – Kalsem Family Subdivision, Second Addition as put forth in SUB04-19.
4. The Story County Board of Supervisors tables the decision on Resolution #19-98, the Residential Parcel Subdivision Plat – Kalsem Family Subdivision, Second Addition as put forth in SUB04-19, and directs the applicant to address specific areas for additional information, review and/or modifications, and to work with staff to place the subdivision plat back on a future Board of Supervisor's agenda.



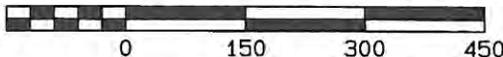
# KALSEM FAMILY SUBDIVISION, SECOND ADDITION DRAINAGE EASEMENT

LOT 2  
KALSEM FAMILY SUBDIVISION,  
FIRST ADDITION



**Survey Description-Drainage Easement:**  
A strip of land across Lot 2 and Outlot A in Kalsem Family Subdivision, Second Addition in the Southeast Quarter of the Southwest Quarter of Section 33, Township 82 North, Range 23 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Commencing at the Northeast Corner of said Outlot A; thence N89°58'46"W, 202.32 feet along the north line thereof to the point of beginning; thence S51°13'00"W, 44.06 feet; thence S71°16'29"W, 57.78 feet; thence S23°32'00"W, 104.20 feet; thence S49°21'10"W, 44.04 feet; thence S19°13'55"E, 128.99 feet; thence S29°30'17"W, 250.42 feet; thence S50°38'33"W, 37.83 feet; thence S09°13'36"E, 93.17 feet; thence S12°37'15"W, 131.10 feet; thence S34°04'30"E, 35.43 feet; thence S16°18'17"W, 92.98 feet; thence S68°01'37"W, 198.14 feet; thence N73°05'54"W, 91.18 feet; thence S71°40'11"W, 149.47 feet; thence S31°54'53"W, 142.46 feet; thence S46°52'37"W, 182.30 feet; thence S13°38'16"W, 43.01 feet; thence S53°48'45"W, 60.22 feet; thence N73°51'21"W, 160.59 feet; thence N44°26'42"W, 159.93 feet to the west line of said Lot 2; thence N01°06'13"E, 84.05 feet along said line; thence S44°26'42"E, 63.96 feet; thence S77°12'12"E, 59.80 feet; thence N40°22'17"E, 76.05 feet; thence S88°59'10"E, 44.60 feet; thence N49°00'15"E, 152.73 feet; thence N31°54'53"E, 159.72 feet; thence N72°25'50"E, 186.07 feet; thence S73°05'54"E, 93.20 feet; thence N67°54'32"E, 143.84 feet; thence N16°18'17"E, 37.98 feet; thence N34°04'30"W, 33.10 feet; thence N12°37'15"E, 145.42 feet; thence N09°13'36"W, 116.14 feet; thence N50°38'33"E, 61.18 feet; thence N29°30'17"E, 212.05 feet; thence N19°13'55"W, 142.73 feet; thence N49°21'10"E, 71.20 feet; thence N23°32'00"E, 114.71 feet to the north line of said Outlot A; thence S89°58'46"E, 134.39 feet along said line to the point of beginning.

GRAPHIC SCALE 1"=150'



**1. Property Owner\***

(Last Name) Darlene L Kalsem as Trustee of Darlene L Kalsem Rev Tr u/d 11-7-2000  
 (First Name) \_\_\_\_\_  
 (Address) 111 Lynwood Dr  
 (City) Huxley (State) IA (Zip) 50124  
 (Phone) \_\_\_\_\_ (Email) \_\_\_\_\_

**2. Applicant (if different than owner)**

(Last Name) \_\_\_\_\_  
 (First Name) \_\_\_\_\_  
 (Address) \_\_\_\_\_  
 (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_  
 (Phone) \_\_\_\_\_ (Email) fj@single-law.com

**3. Property Address** Not assigned @ 585th Ave, Cambridge **Parcel ID Number(s)** 14-33-300-405

**4. Certification and Signature**

I/we certify that the information and exhibits submitted are true and correct to the best of my knowledge and that in filing this application I am acting with the knowledge, consent and authority of the owners of the property. Pursuant to said authority, I hereby permit County officials to enter upon the property for the purpose of inspection.

\*Acknowledgement of property owner is required and may occur via email or by signature of this application.

Property Owner Signature Darlene L Kalsem Date 12/12/18 Applicant Signature \_\_\_\_\_ Date \_\_\_\_\_

**Subdivision**

Proposed Name: Kalsem Family Subdivision, Second Addition, Story County, Iowa

**Filing Fee/Type (required prior to processing):**

- Residential Parcel Plat (\$175)
- Agricultural Plat (\$175)
- Minor Plat (\$275)\*\*
- Major Plat—Preliminary (\$275)\*\*
- Major Plat—Final (\$175)\*\*

\*\*Conceptual Review required

**Submittal Requirements:**

- Attend conceptual review meeting
- Legal description that will be used on all required legal documents (submit as Word document)
- Proposed subdivision plat (submit as PDF)
- All required submittal requirements as outlined in Chapter 87 of the Story County Code of Ordinances (87.06(3) for Residential Parcel, 87.07(3) for Agricultural, 87.08(3) for Minor, 87.09(3) for Major-Preliminary and 87.09(5) for Major-Final)

All required documents for subdivision plats as outlined in Iowa Code Chapter 354.11

**Vacation**

Type:  Right-of-way  Plat

**Submittal Requirements:**

- Filing Fee (required prior to processing): \$175
- Legal description that will be used on all required legal documents (submit as Word document)
- Written description of requested items to be vacated
- See Chapter 87.10 for the vacation process

Receipt No. \_\_\_\_\_  
 Receipt Amount \_\_\_\_\_

SPACE ABOVE RESERVED FOR OFFICIAL USE

Return document to: F.J. Feilmeyer, Attorney at law, P.O. Box 664, Ames, IA 50010 – 515-232-4732 – fjf@singerlaw.com

Document prepared by: F.J. Feilmeyer, Attorney at law, P.O. Box 664, Ames, IA 50010 – 515-232-4732 – fjf@singerlaw.com

## Proprietor Consent to Subdivision Platting

### Know All Persons:

Darlene L. Kalsem as Trustee of the Darlene L. Kalsem Revocable Trust dated November 7, 2000, is the sole, lawful Owner and proprietor of the Real Property located in Story County, Iowa, and legally described as follows:

As shown on the attached Exhibit A.

The Owner has caused to be filed herewith a subdivision plat of said Real Property together with all instruments required by law attached hereto and by this reference incorporated as if set out fully, all in accordance with the requirements of chapters 354 and 355 of the Code of Iowa and the ordinances of Story County, Iowa, the Owner does hereby consent to the subdivision plat, which shall hereafter be known as:

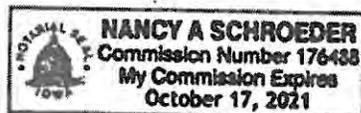
Kalsem Family Subdivision, Second Addition, Story County, Iowa.

In Witness Whereof the Owner execute this instrument on the 13 day of December, 2018.

  
DARLENE L. KALSEM as Trustee of the  
Darlene L. Kalsem Revocable Trust dated  
November 7, 2000, Owner and Proprietor

### STATE OF IOWA, COUNTY OF STORY, SS.:

This record was acknowledged before me on the 13th day of December, 2018, by Darlene L. Kalsem as trustee of the Darlene L. Kalsem Revocable Trust dated November 7, 2000.



  
NOTARY PUBLIC

*Exhibit A*  
*Legal Description of Tract of Real Property*

Kalsem Family Subdivision, Second Addition, Story County, Iowa,  
a replat of

The Southeast Quarter of the Southwest Quarter, Section 33, Township 82 North, Range 23 West of the 5th P.M., Story County, Iowa, except the North 165 feet of the South 891 feet of the East 265 feet thereof;

more particularly described as:

A part of the Southeast Quarter of the Southwest Quarter, except an existing parcel therein, described in a Change of Title filed at Instrument No. 2016-09623, in Section 33, Township 82 North, Range 23 West of the 5th P.M., Story County, Iowa, being more particularly described as follows:

Beginning at the South Quarter Corner of said Section 33; thence South 89°59'39" West, 1325.73 feet to the Southwest Corner of said Southeast Quarter of the Southwest Quarter; thence North 01°06'13" East, 1325.18 feet to the Northwest Corner thereof; thence South 89°58'46" East, 1320.93 feet to the Northeast Corner thereof; thence South 00°53'47" West, 433.49 feet along the east line thereof to the Northeast Corner of said excepted parcel; thence running coincident with the boundary thereof South 89°59'39" West, 264.00 feet; thence South 00°53'47" West, 165.00 feet; thence North 89°59'39" East, 264.00 feet to the Southeast Corner of said excepted parcel; thence South 00°53'47" West, 726.00 feet along the east line of said Southwest Quarter to the point of beginning,

containing 39.24 acres, which includes 2.55 acres of existing public right of way.

## Mortgagee's Consent to Platting

**Know All Persons:** Farm Credit Services of America, FLCA (the "Mortgagee") is the present owner of that certain Mortgage given by Darlene L. Kalsem as Trustee of the Darlene L. Kalsem Revocable Trust dated November 7, 2000, to Farm Credit Services of America, FLCA under date of May 7, 2018, and filed in the office of the Recorder of Story County, Iowa, on May 7, 2018, and recorded as **Instrument No. 18-03749**. By virtue of said mortgage, Mortgagee has an interest in the Real Property described in the Consent to platting to which this instrument is attached to be known as:

Shown on the attached Exhibit A (the "Real Property").

Darlene L. Kalsem as Trustee of the Darlene L. Kalsem Revocable Trust dated November 7, 2000 (the "Owner") giving said Consent has requested that the Mortgagee consent to the platting of the Real Property. The Mortgagee deems it advisable to do so.

**NOW, THEREFORE**, for good and valuable consideration:

The Mortgagee agrees and consents to the platting of the Real Property described in the attached subdivision plat to be known as **Kalsem Family Subdivision, Second Addition, Story County, Iowa**.

The Mortgagee does hereby partially release the lien of said mortgage (if any) as to that certain real property situated in Story County, Iowa, described as follows:

Lot 2 and Outlot A, Kalsem Family Subdivision, Second Addition, Story County, Iowa.

This instrument constitutes a release of the lien of said Mortgage only as to the real property described above and shall not affect the lien of said Mortgage on the remaining real property described therein, now known as Lot 1, Kalsem Family Subdivision, Second Addition, Story County, Iowa, which shall remain in full force and effect.

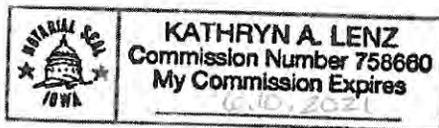
**IN WITNESS WHEREOF**, the Mortgagee has caused this instrument to be executed on its behalf on the 31 day of December, 2018.

**FARM CREDIT SERVICES OF  
AMERICA, FLCA, Mortgagee**

By: *Cheryl Frampton*  
Cheryl Frampton,  
Consumer Lending Officer

**STATE OF IOWA, COUNTY OF DALLAS, SS.:**

This record was acknowledged before me on the 31 day of December, 2018 by Cheryl Frampton as Consumer Lending Officer of Farm Credit Services of America, FLCA.



*Kathryn A. Lenz*  
NOTARY PUBLIC

*Exhibit A*  
*Legal Description of Tract of Real Property*

Kalsem Family Subdivision, Second Addition, Story County, Iowa,  
a replat of

The Southeast Quarter of the Southwest Quarter, Section 33, Township 82 North, Range 23 West of the 5th P.M., Story County, Iowa, except the North 165 feet of the South 891 feet of the East 265 feet thereof;

more particularly described as:

A part of the Southeast Quarter of the Southwest Quarter, except an existing parcel therein, described in a Change of Title filed at Instrument No. 2016-09623, in Section 33, Township 82 North, Range 23 West of the 5th P.M., Story County, Iowa, being more particularly described as follows:

Beginning at the South Quarter Corner of said Section 33; thence South 89°59'39" West, 1325.73 feet to the Southwest Corner of said Southeast Quarter of the Southwest Quarter; thence North 01°06'13" East, 1325.18 feet to the Northwest Corner thereof; thence South 89°58'46" East, 1320.93 feet to the Northeast Corner thereof; thence South 00°53'47" West, 433.49 feet along the east line thereof to the Northeast Corner of said excepted parcel; thence running coincident with the boundary thereof South 89°59'39" West, 264.00 feet; thence South 00°53'47" West, 165.00 feet; thence North 89°59'39" East, 264.00 feet to the Southeast Corner of said excepted parcel; thence South 00°53'47" West, 726.00 feet along the east line of said Southwest Quarter to the point of beginning,

containing 39.24 acres, which includes 2.55 acres of existing public right of way.

## Attorney's Title Opinion

I, Franklin J. Feilmeyer, am an attorney licensed by the Iowa Supreme Court to practice law in the State of Iowa. My principal place of business is located at 323 6th St., Ames, Iowa 50010.

In accordance with section 354.11 of the Code of Iowa and for the limited purpose described therein, I have examined an abstract of title prepared by Abstract and Title Services of Story County for certain Real Property more particularly described in the attached Proprietor Consent to subdivision platting and to be known as:

**Kalsem Family Subdivision, Second Addition, Story County, Iowa.**

It is my professional opinion, based on my examination of the abstract of title, subject to the certification and limitations therein stated, that:

The title in fee simple absolute to said Real Property is vested in:

**Darlene L. Kalsem as Trustee of the Darlene L. Kalsem Revocable Trust dated  
November 7, 2000**

who is the sole owner and proprietor entitled and required to consent to the subdivision platting, subject to easements, rights-of-way, restrictive covenants of record and applicable governmental regulations.

There are holders of mortgages, liens, or other encumbrances on said Real Property being platted, as follows:

- 1 A part of the real property was mortgaged by Darlene L. Kalsem as Trustee of the Darlene L. Kalsem Revocable Trust dated November 7, 2000 to Farm Credit Services of America, FCLA, to secure an original indebtedness of \$350,000.00. The mortgage is dated May 7, 2018, filed May 7, 2018, and recorded as **Instrument No. 18-03749**. The area so mortgaged appears to be coextensive with that part of the Real Property to platted herein as Lot 1.
- 2 The real property is subject to a limited easement granted by Darlene L. Kalsem as Trustee of the Darlene L. Kalsem Revocable Trust dated November 7, 2000 to Iowa Regional Utilities Association for water pipelines and appurtenances located approximately 20 feet from fences parallel and adjacent to rights of way with an easement area 30 feet in width the centerline of which is the pipeline and appurtenances as located.

Dated March 20, 2019.

Tel.: 515-232-4732  
Fax: 515-232-4756  
Email: fjf@singerlaw.com

  
\_\_\_\_\_  
Franklin J. Feilmeyer  
Pasley and Singer Law Firm, L.L.P.  
323 6th St., B.O. Box 664, Ames, IA 50010-0664

## Treasurer's Certificate

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STATE OF IOWA, STORY COUNTY, SS.:

I, the Treasurer of Story County, Iowa, in accordance with section 354.11 of the Code of Iowa, hereby certify that the Real Property described in the attached subdivision plat to be known as:

**Shown on the attached Exhibit A (the "Real Property").**

is free from certified taxes and certified special assessments. More particularly, the official records of my office show that all certified taxes and special assessments have been paid in full for the parcel of land presently having the following parcel identification numbers:

14-33-300-405

which, based upon the representations of the Owner identified in the Consent to Platting to which this certificate is attached, are all the lands included in said subdivision plat.

In witness whereof, I have subscribed and sealed this certificate on the 22<sup>nd</sup> day of March, 2019.

Ted Rasmussen  
by Arden H. Baldwin,  
Finance Deputy

[SEAL]

*Exhibit A*  
*Legal Description of Tract of Real Property*

Kalsem Family Subdivision, Second Addition, Story County, Iowa,  
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The Southeast Quarter of the Southwest Quarter, Section 33, Township 82 North, Range 23 West of the 5th P.M., Story County, Iowa, except the North 165 feet of the South 891 feet of the East 265 feet thereof;

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containing 39.24 acres, which includes 2.55 acres of existing public right of way.

## Drainage Easement

**Know All Persons:** Grantor conveys an easement to County upon the following terms and conditions:

- 1 **Definitions.** When used in this Record, unless otherwise required by the context:
  - 1.1 “*Grantor*” means **Darlene L. Kalsem as Trustee of the Darlene L. Kalsem Revocable Trust dated November 7, 2000** of Story County, Iowa.
  - 1.2 “*County*” means Story County, Iowa.
  - 1.3 “*Subdivision*” means a tract of land known or to be known as **Kalsem Family Subdivision, Second Addition, Story County, Iowa**.
  - 1.4 “*Easement Area*” means the tract of land described as follows: Shown on the attached Exhibit A.
  - 1.5 “*Record*” means this instrument as signed by the parties thereto.
- 2 **Circumstances.** Grantor proposes to establish the Subdivision. The Subdivision includes a part of a stream as defined by Code of Ordinances of Story County, Iowa. Pursuant to section 88.05 of the Code of Ordinances of Story County, Iowa, Grantor is required to provide and to dedicate to the County an easement along each side of the stream, which easement shall be for the purpose of widening, improving or protecting the streams, if necessary.
- 3 **Easement Created.** Within the Easement Area, the County shall have the perpetual right to keep, use, and maintain for surface water drainage, together with the perpetual right of ingress and egress between said Easement Area and adjacent public rights-of-way.
- 4 **Obstructions Prohibited.** The Grantor and the Grantors’ successors and assigns, shall not erect or place within the Easement Area any building or other structure or improvement or any trees, shrubs, or other landscape plantings other than grass or comparable ground cover, except with the prior written consent of County. County shall have the right to trim or remove trees and shrubs within the Easement Area.
- 5 **Title Warranty.** Grantor warrants to County that Grantor holds the Easement Area by title in fee simple; that Grantor has good and lawful authority to grant the easement rights herein provided for; and that any prior liens or encumbrances on the Easement Area will either be released forthwith or will be subordinated to the easement rights granted herein by a duly executed and recorded subordination agreement.
- 6 **Nonexclusive Easement.** The easement rights granted under this Record to County are nonexclusive. This Record shall not preclude Grantor from granting easement rights to third parties

upon terms and conditions that do not impair or diminish the rights granted under this Record to County.

7 **Entire Agreement.** This instrument constitutes the entire agreement between the parties with respect to the subject matter thereof and supersedes all prior statements, representations, promises and agreements, oral or written. No addition to or change in the terms of this Record shall be binding upon the parties unless it is expressed in a writing signed by the parties.

8 **Successors Bound.** This Record shall be binding upon and inure to the benefit of the respective successors and assigns of all parties executing this Record.

9 **Interpretation.** Words and phrases used in this Record shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context. This Record shall be governed exclusively by and construed in accordance with the laws of the State of Iowa. The paragraph headings in this Record are for convenience only and in no way define or limit the scope or intent of any provisions of this Record. This Record may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

In Witness of This Record Grantor has executed this Record as follows:

Dated the 12 day of December, 2018

Darlene L. Kalsem  
DARLENE L. KALSEM as Trustee of the  
Darlene L. Kalsem Revocable Trust dated  
November 7, 2000, Owner and Proprietor

STATE OF IOWA, COUNTY OF STORY, SS.:

This record was acknowledged before me on the 12th day of December, 2018, by Darlene L. Kalsem as trustee of the Darlene L. Kalsem Revocable Trust dated November 7, 2000.

Nancy A. Schroeder  
NOTARY PUBLIC



*Exhibit A*  
*Legal Description of Easement Area*

A strip of land across Lot 2 and Outlot A in Kalsem Family Subdivision, Second Addition in the Southeast Quarter of the Southwest Quarter of Section 33, Township 82 North, Range 23 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Commencing at the Northeast Corner of said Outlot A; thence N89°58'46"W, 202.32 feet along the north line thereof to the point of beginning; thence S51°13'00"W, 44.06 feet; thence S71°16'29"W, 57.78 feet; thence S23°32'00"W, 104.20 feet; thence S49°21'10"W, 44.04 feet; thence S19°13'55"E, 128.99 feet; thence S29°30'17"W, 250.42 feet; thence S50°38'33"W, 37.83 feet; thence S09°13'36"E, 93.17 feet; thence S12°37'15"W, 131.10 feet; thence S34°04'30"E, 35.43 feet; thence S16°18'17"W, 92.98 feet; thence S68°01'37"W, 198.14 feet; thence N73°05'54"W, 91.18 feet; thence S71°40'11"W, 149.47 feet; thence S31°54'53"W, 142.46 feet; thence S46°52'37"W, 182.30 feet; thence S13°38'16"W, 43.01 feet; thence S53°48'45"W, 60.22 feet; thence N73°51'21"W, 160.59 feet; thence N44°26'42"W, 19.93 feet to the west line of said Lot 2; thence N01°06'13"E, 84.05 feet along said line; thence S44°26'42"E, 63.96 feet; thence S77°12'12"E, 59.80 feet; thence N40°22'17"E, 76.05 feet; thence S88°58'10"E, 44.60 feet; thence N49°00'15"E, 152.73 feet; thence N31°54'53"E, 159.72 feet; thence N72°25'50"E, 186.07 feet; thence S73°05'54"E, 93.20 feet; thence N67°54'32"E, 143.84 feet; thence N16°18'17"E, 37.98 feet; thence N34°04'30"W, 33.10 feet; thence N12°37'15"E, 145.42 feet; thence N09°13'36"W, 116.14 feet; thence N50°38'33"E, 61.18 feet; thence N29°30'17"E, 212.05 feet; thence N19°13'55"W, 142.73 feet; thence N49°21'10"E, 71.20 feet; thence N23°32'00"E, 114.71 feet to the north line of said Outlot A; thence S89°58'46"E, 134.39 feet along said line to the point of beginning.

SPACE ABOVE RESERVED FOR OFFICIAL USE

Return document to: F.J. Feilmeyer, Attorney at law, P.O. Box 664, Ames, IA 50010 – 515-232-4732 – fjf@singerlaw.com

Document prepared by: F.J. Feilmeyer, Attorney at law, P.O. Box 664, Ames, IA 50010 – 515-232-4732 – fjf@singerlaw.com

### Affidavit of Trustee

STATE OF IOWA, COUNTY OF STORY, SS:

The undersigned, being first duly sworn and under oath, states from personal knowledge that:

- 1 The undersigned is trustee under the **Darlene L. Kalsem Revocable Trust** dated **November 7, 2000**, and there was conveyed to the undersigned as such trustee by **Darlene L. Kalsem**, pursuant to an instrument filed in the office of the Recorder of Story County, Iowa, on November 12, 2009, and recorded as Instrument No. 2009-13819, the following described real property:

Shown on Exhibit A.

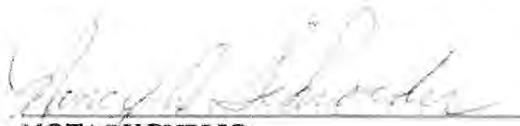
- 2 The undersigned is the presently existing trustee under the trust and is authorized to convey interests in and to subdivide said real property without any limitation or qualification whatsoever.
- 3 The trust is in existence, and, as trustee, the undersigned is authorized to execute and to deliver any necessary instruments affecting said real property to transfer and convey the interests in said real property free and clear of any adverse claims.
- 4 The undersigned makes this affidavit pursuant to Section 614.14 of the Code of Iowa.

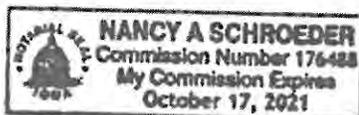
In Witness Whereof the undersigned executes this record on the 12 day of December, 2018.

  
DARLENE L. KALSEM

STATE OF IOWA, COUNTY OF STORY, SS.:

This record was subscribed and sworn on the 24 day of December, 2018, by Darlene L. Kalsem.

  
NOTARY PUBLIC



*Exhibit A*  
*Legal Description of Tract of Real Property*

Kalsem Family Subdivision, Second Addition, Story County, Iowa,  
a replat of

The Southeast Quarter of the Southwest Quarter, Section 33, Township 82 North, Range 23 West of the 5th P.M., Story County, Iowa, except the North 165 feet of the South 891 feet of the East 265 feet thereof;

more particularly described as:

A part of the Southeast Quarter of the Southwest Quarter, except an existing parcel therein, described in a Change of Title filed at Instrument No. 2016-09623, in Section 33, Township 82 North, Range 23 West of the 5th P.M., Story County, Iowa, being more particularly described as follows:

Beginning at the South Quarter Corner of said Section 33; thence South 89°59'39" West, 1325.73 feet to the Southwest Corner of said Southeast Quarter of the Southwest Quarter; thence North 01°06'13" East, 1325.18 feet to the Northwest Corner thereof; thence South 89°58'46" East, 1320.93 feet to the Northeast Corner thereof; thence South 00°53'47" West, 433.49 feet along the east line thereof to the Northeast Corner of said excepted parcel; thence running coincident with the boundary thereof South 89°59'39" West, 264.00 feet; thence South 00°53'47" West, 165.00 feet; thence North 89°59'39" East, 264.00 feet to the Southeast Corner of said excepted parcel; thence South 00°53'47" West, 726.00 feet along the east line of said Southwest Quarter to the point of beginning,

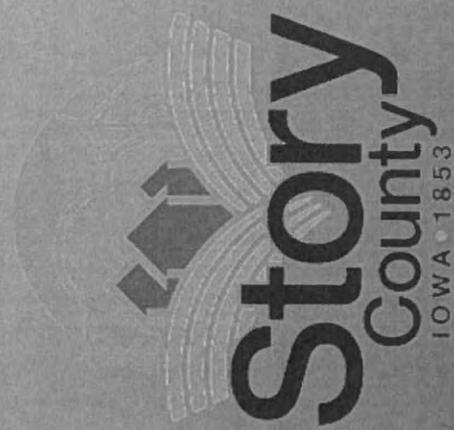
containing 39.24 acres, which includes 2.55 acres of existing public right of way.



# STORY COUNTY FLOODPLAIN MANAGEMENT PROGRAM

PROGRAM OVERVIEW AND BOARD OF  
SUPERVISORS DIRECTION

APRIL 23, 2019

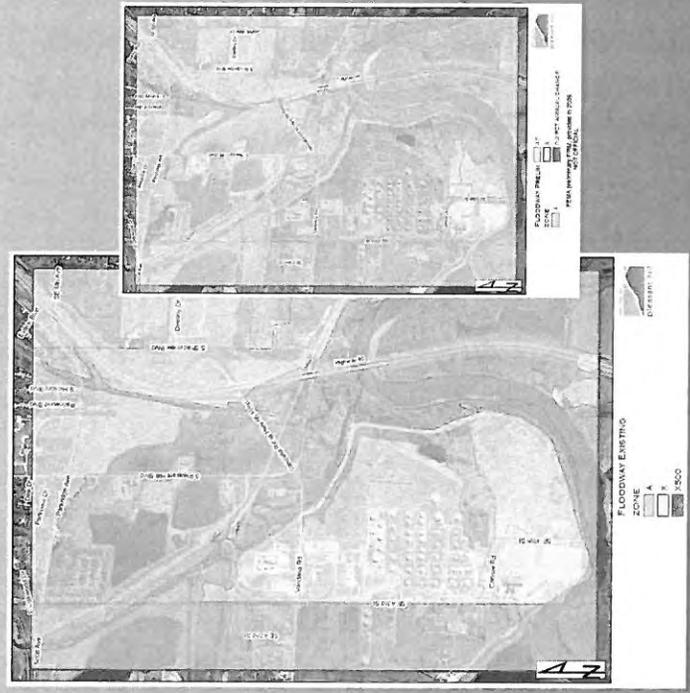
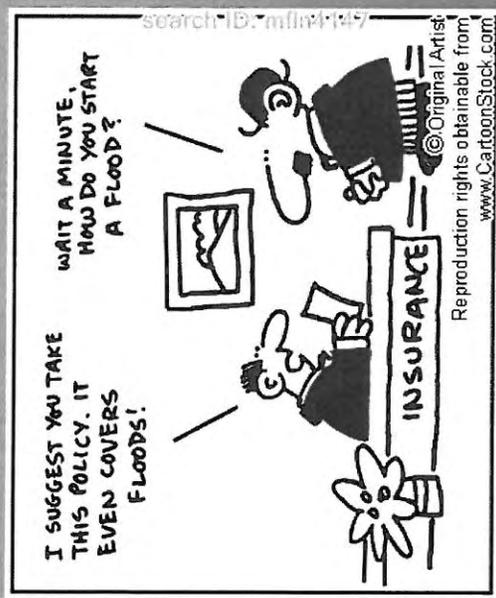


## The National Flood Insurance Program (NFIP)

- ▶ National Flood Insurance Act of 1968 requires FEMA to **identify and map flood hazards** across the nation
- ▶ Make **flood insurance** available in communities that participate in the NFIP
- ▶ Gives **communities** data on which to enforce the floodplain management ordinances required in the NFIP



- ▶ Floodplain management
- ▶ Floodplain mapping
- ▶ Flood insurance



Plowman Hill, IA Code of Ordinances

**CHAPTER 160  
FLOOD PLAIN REGULATIONS**

160.01 Purpose	160.17 Section on Permit Application
160.02 Definitions	160.18 Construction and Use as Provided in Application and Plans
160.03 Link to Other Chapter Applies	160.19 Construction Use, Appeals and Inspections
160.04 Rules for Interpretation of District Boundaries	160.20 Temporary Use Which the District is Greatly Impaired by Flood
160.05 Alteration and Other Restrictions	160.21 Conditions Attached to Variances
160.06 Compliance	160.22 Appeal to the Court
160.07 Interpretation	160.23 Nonconforming Uses
160.08 Transfer and Disposition of Liability	160.24 Amendments
160.09 Establishment of Zoning Districts	
160.10 Floodplain District - FV	
160.11 Floodplain Fringe District - FF	
160.12 General Flood Plain District - FP	

**16001 PURPOSE.**

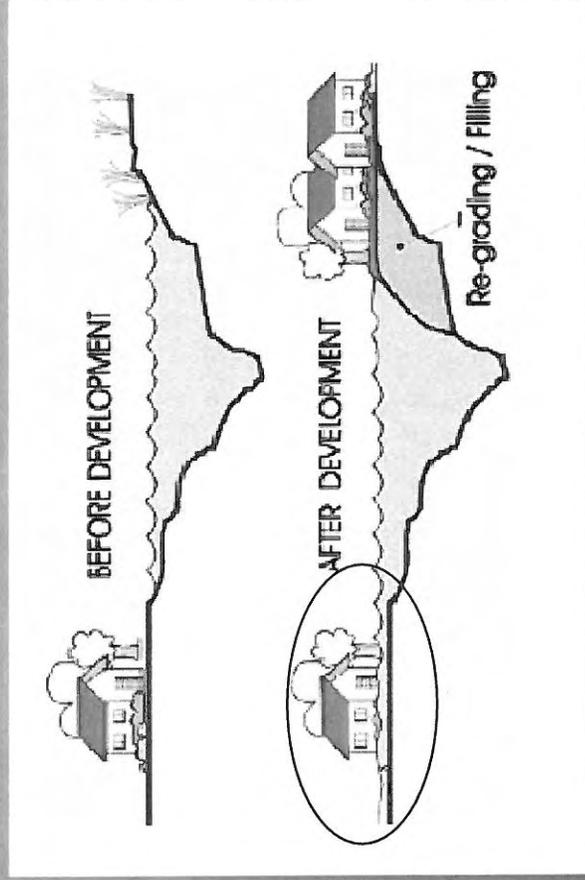
The purpose of this chapter is to prevent and preserve the rights, privileges and property of the City and its residents and to ensure the safety of its residents and property by preventing and controlling the occurrence of its residents by maintaining flood plain with perimeter defined as:

1. The area within the flood plain for the occurrence of flood down to the flood plain and which shall not be increased substantially.
2. The area in which any structure is located, which is property in terms of flood or which shall be subject to all flood plain regulations.
3. The area that is vulnerable to flood, which is public utility, which serves such use, be protected against flood damage at the time of annual construction or substantial improvement.
4. The area within the flood plain which may be used for special purposes because of flood hazard.
5. Any area established or maintained by property owners, in the community to purchase flood insurance through the National Flood Insurance Program.



# 3-TIERED APPROACH

# WHY FLOODPLAIN REGULATIONS/MANAGEMENT? WHAT DOES IT REALLY ACCOMPLISH?



Protecting life  
and property  
through informed  
decision-making

-IDNR Tagline

- ▶ The Iowa Administrative Code allows the DNR to delegate a portion of its floodplain permit authority to communities who:
  - Are in good standing in the NFIP
  - Have an effective FEMA FIRM and FIS report that includes detailed study information (i.e. BFEs, floodways) for at least one flooding source
  - Have the desire and capability to grant floodplain development permits
- ▶ Of the 198 communities with detailed study, DNR floodplain permit authority has been granted to 136
  - ▶ Story County is a delegated community!

## WHAT IS A DELEGATED COMMUNITY?



# WHAT IS CRS?

## Community Rating System

- ▶ Voluntary program for communities participating in FEMA's National Flood Insurance Program
- ▶ Recognizes activities above and beyond the minimum requirements of the NFIP by reducing the cost of flood insurance by 5 to 45 % in the communities.

Story County entered program in October 2016...

We are a Class 7 community!



# GOALS OF CRS

- ▶ To reward communities that improve their resilience against the effects of flood risk.
- ▶ Encourage a comprehensive approach to floodplain management.
- ▶ Reduce flood damage to insurable property.
- ▶ Strengthen and support the insurance aspects of the NFIP.

- ▶ Floodplain management is established through **Chapter 80: Floodplain Management Program of the Story County, Iowa Code of Ordinances**
  - ▶ **80.15 ADMINISTRATION.**

The Story County Outreach and Special Projects Manager is hereby appointed to implement and administer the provisions of this chapter and is referenced herein as the Floodplain Manager.
- ▶ Outlined in Section 3.0 Floodplain Manager of the **Administrative Procedures for Floodplain Management and Regulation**
  - ▶ The Floodplain Manager is designated by the Story County Board of Supervisors. As the agent for implementing the requirements of Chapter 80: Floodplain Management Program, as amended, the designated Floodplain Manager is responsible for: ...

# FLOODPLAIN MANAGEMENT PROGRAM

**Duties and responsibilities of the Floodplain Manager shall include, but not necessarily be limited to the following:**

1. Review all floodplain development permit applications to assure that the provisions of this chapter are satisfied.
2. Review floodplain development applications to assure that all necessary permits have been obtained from federal, state and local governmental agencies including approval when required from the Iowa Department of Natural Resources for floodplain construction.
3. Record and maintain records of: (i) elevation (in relation to NGVD 1929) of the lowest floor (including basement) of all new or substantially improved structures; or (ii) elevation to which new or substantially improved structures have been flood proofed.
4. Notify adjacent communities/counties and the Iowa Department of Natural Resources prior to any proposed alteration or relocation of a watercourse and submit evidence of such notifications to the Federal Emergency Management Agency.
5. Keep a record of all permits, appeals and such other transactions and correspondence pertaining to the administration of this chapter.
6. Notify the Federal Insurance Administration of any annexations or modifications to the County's boundaries.
7. Review subdivision proposals to insure such proposals are consistent with the purpose of this chapter and advise the Planning and Zoning Commission and Board of Supervisors of potential conflict.

## **FLOODPLAIN MANAGEMENT PROGRAM**

### **DUTIES FROM SECTION 80.15**

- ▶ Understanding regulations governing the floodplain;
- ▶ Reviewing floodplain development permit applications;
- ▶ Conducting inspections;
- ▶ Taking enforcement actions when necessary;
- ▶ Interacting in variance and appeal processes;
- ▶ Keeping records of all floodplain development;
- ▶ Collecting fees;
- ▶ Investigating complaints for possible violations;
- ▶ Maintaining and updating administrative forms;
- ▶ Disseminating floodplain management information;
- ▶ Implementing post-flood operating procedures; and
- ▶ Serving as the Community Rating System (CRS) Coordinator.

## **FLOODPLAIN MANAGEMENT PROGRAM DUTIES FROM ADMINISTRATIVE PROCEDURES**

- ▶ Plat of survey/development application review comment
- ▶ Public outreach
  - ▶ Flood model – Know Your Floodplain Curriculum
  - ▶ Mapping requests and general inquires
  - ▶ Technical assistance to other jurisdictions
- ▶ CRS requirements – annual recertification and all that goes along with that, maintaining databases, website and outreach materials development and release, RPLs, and more...
- ▶ Mapping changes – reviewing draft FIRMs and public notification/review process
- ▶ Ordinance amendments
- ▶ Training – staff and development/community members
- ▶ Annual review/compilation of annexations to FEMA
- ▶ Website maintenance

## **OTHER RESPONSIBILITIES RELATED TO PROGRAM**

APPLICATION  
INTAKE BY  
P&D

PRELIMINARY  
REVIEW BY  
P&D

PCPP DRAFT  
BY P&D

PCPP AND  
APPLICATION  
FORWARDED  
TO COSPM  
FOR REVIEW

PCPP ISSUED  
BY P&D

INSPECTIONS  
BY P&D

FINAL PERMIT  
DRAFT BY  
P&D

FINAL PERMIT  
SIGNED AND  
ISSUED BY  
COSPM

# PILOT PROGRAM (JULY 2018 – PRESENT)

## PRELIMINARY REVIEW BY P&D AND PERMIT ISSUANCE BY COSPM

SPECIFIC TO PERMITS



- ▶ From today's meeting, receive direction from the Board of Supervisors
  - ▶ Roles?
  - ▶ Staff developed a timeframe and implementation plan

## **NEXT STEPS**