

The Board of Supervisors met on 5/21/19 at 10:00 a.m. in the Story County Administration Building. Members present: Linda Murken, and Lauris Olson, with Murken presiding. Rick Sanders absent. (all audio of meetings available at storycountyiowa.gov)

UPDATE THE LINCOLN HIGHWAY HERITAGE BYWAY AND OUR CORRIDOR MANAGEMENT PLAN -

Janice Gammon, Lincoln Highway Heritage Byway Coordinator, reported that Lincoln Hwy was born on 1913 to get from one side of the country to another, promotion, scenic highway, corridor management plan, public input meetings for development local and state plans, brochures to tell the story, interpretation across Iowa, current statewide projects, and the current Story County projects.

IOWA ABLE ANNUAL REPORT - Anna Magnusson, Executive Director, reported on background information, mission statement and vision, provides loans for to maintain independence, financial coaching, strategic planning, pilot programs, and stats.

MINUTES: 4/30/19, 5/7/19, and 5/14/19 Minutes - Olson moved, Murken seconded the approval of Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: Murken reported on pulling action form for; Conservation for Christian Pearson. 1)new hire, effective 5/22/19, a)Secondary Roads, for Trevor Harsh @ \$13.00/hr; b)Sheriff's Office for Dzigbodi Gbenyedzi @ \$16.35/hr; effective 5/28/19, in Planning and Development for Marcus Amman @ \$24.19/hr; effective 6/3/19, in Attorney's Office for Bria Carr @ \$12.00/hr; 2)pay adjustment, effective 5/12/19, in a)Information Services for Timothy Patterson @ \$24.85/hr; effective 5/26/19, a)Secondary Roads for Jim Hovick @ \$32.64/hr; David Vawter @ \$32.64/hr; b)Sheriff's Office for Russell Bauer @ \$2,259.20/bw; Levi Hansen @ \$2,779.04/bw; Travis Harrison @ \$2,260.00/bw; Zachary Skelton @ \$2,263.20/bw; c)Treasurer for Kasey Foy @ \$17.04/hr. Olson moved, Murken seconded the approval of Personnel Actions with change. Roll call vote. (MCU)

Olson asked to pull item #7 for discussion. Olson moved, Murken seconded approval of the Consent Agenda with change.

1. 28E Agreement Between Story County, IA And Collins For Contract Law Enforcement Services At The Rate Of \$60.76 Per Capita To Begin 7/01/19 - 6/30/20 And Shall Continue Until Either Party Terminates Or Terms Of Contracts Are Changed
2. Renewal Of Class C Liquor License (LC)(Commercial) For Ballard Golf & Country Club, 30608 N Hwy 69, Huxley, Ia., Effective 7/12/19-7/11/20, Including Outdoor Service And Sunday Sales
3. Renewal Application For Iowa Retail Permit For Cigarette/Tobacco/Nicotine/Vapor For Casey's General Store #2301, 17005 US Highway 65, Gilbert, Ia., Effective 7/1/19-6/30/20
4. FY20 Provider And Program Participation Agreement With All Aboard For Kids Effective 7/1/19 - 6/30/20; All Aboard For Kids - Out Of School Program (Not to Exceed \$1,919) \$81.90/1 Partial Day (3 Hours) *Funds are not to be used for non-disable participants
5. FY20 Provider And Program Participation Agreement With The Salvation Army Effective 7/1/19 - 6/30/20; The Salvation Army - Disaster Services (Not to Exceed \$1,125) \$93.75/1 Staff Hr; Bill Payer Program (Not to Exceed \$2,500) \$41.07/1 Client Contact; Food Pantry (Not to Exceed \$1,500) \$33.18/1 Client Contact
6. Agreement With Strauss Security Solutions For Installation And Monitoring Of Panic Buttons At Human Services Center For \$1,195.71 For Equipment And Installation And \$395.40/Yr. Beginning 6/1/19
8. Contract Between Gene Ridgeway And Story County Conservation Board For Campground Attendant Duties At Hickory Grove Park From 5/20/19-9/8/19
9. Contract With Applied Art And Technology For The Creation Of An Interactive Touch Screen For Tedesco Environmental Learning Corridor For \$48,895-\$49,395
10. Submission Of Request For Payment For Reimbursement Under The Bulletproof Vest Partnership Grant Act For \$1,872.50 (50% Of The Cost Of Vests Purchased)
11. The Bulletproof Vest Partnership Grant Effective For Vests Purchased After 4/1/2019 For \$5,243.00
12. Partial Self-Funded Plan Renewal With Employee Benefit Systems Effective 7/1/2019 - 6/30/2020
13. Road Closure Resolution(S): #19-46, 19-47, 19-48, 19-49
14. Utility Permit(S): #19-044; 19-045

Roll call vote. (MCU)

7. FY20 Provider And Program Participation Agreement With Youth And Shelter Services Effective 7/1/10 - 6/30/20; Youth And Shelter Services - Child Safety (Not to Exceed \$2,365) \$95.77/1 Staff Hour; Kids Club (Not to Exceed \$62,976) \$13.63/1 Partial Day (3 hrs); Mentoring (Not to Exceed \$35,529) \$45.74/1 Client Contact/Day; Stork's Nest (Not to Exceed \$350) \$53.82/1 Client Contact; Transitional Living (Not to Exceed \$3,720) \$24.86/1 Client Contact; Youth Dev/Soc. Adj. Comm. Youth Dev. Nevada (Not to Exceed \$29,396) \$22.22/1 Client Contact/Day; Employment Assistance (Not to Exceed \$5,402) \$38.86/1 Staff Hr; Family Dev./Edu FaDSS (Not to Exceed \$2,440) \$32.92/1 Client Hr; Public Educ./Awareness (Not to Exceed \$97,665) \$68.57/1 Staff Hr; Summer Enrichment (Not to Exceed \$16,777) \$17.36/1 Partial Day (3 hours); Emergency Shelter-Rosedale (Not to Exceed \$85,000) \$466.25/1 24 Hr Period; Substance Abuse Out Pt. Treatment (Not to Exceed \$10,467) \$251.29/1 Client Hr; Primary Treatment Out Pt. (Not to Exceed \$79,595) \$190.19/1 Client Hr; Kids Club - Local Option (Not to Exceed 3,850) \$13.63/1 Partial Day (3 hours); Child Safety - Local Option (Not to Exceed \$2,200) \$95.77/1 Staff Hr; Summer Enrichment - Local Option (Not to Exceed \$800) \$17.36/1 Partial Day (3 hours); Storks Nest - Local Option (Not to Exceed \$100) \$53.82/1 Client Contact - Murken changed the effective date to 7/1/19-6/30/20. Olson reported on questioning duplicate services with Youth and Shelter Services (YSS) and Community Family Resources (CFR). Deb Schildroth, Director of External Operations and County Services, reported on CFR grant for dollars through Iowa Department of Public Health (IDPH) for similar services. She stated a need for clarification on this, and will ask YSS to report. Olson questions public health service, and would like to work with Attorneys' Office and Staff for clarification. Schildroth stated she doesn't want to see a loss of services while this is sorted out. Olson stated a shorter time-frame for termination for those services. Murken stated as for next week and YSS to present their information. Olson added CFR to come also. Murken stated to return to the Board agenda.

PROPOSED PLANS, SPECIFICATIONS, AND FORM OF CONTRACT FOR THE HICKORY GROVE PARK

BEACH HOUSE REPLACEMENT - Mike Cox, Director, reported on improvements being made at hickory grove, release bid packet for replacement of beach house; better location, and functional. Ryan Wiemold, Parks

Superintendent, reported on central location, design plans, new restrooms, concession area, storage area, chase rooms, outdoor rinse station, drinking station, look of building, pre-fab building; cost efficient, reviewed items, July 11 for bid opening. Murken opened the public hearing at 11:00 a.m., hearing none, closed the public hearing at 11:01 a.m. Murken asked about the storm shelter rating. Cox reported on the campground storm shelter. Wiemold reported on protocol for storms. Cox stated with this layout the parking lot stays the same. Olson moved, Murken seconded the approval of Proposed Plans, Specifications, and Form of Contract for the Hickory Grove Park Beach House Replacement. Roll call vote. (MCU)

RESOLUTION #19-108, TO ENTER INTO A PURCHASE AGREEMENT FOR THE PURCHASE OF PROPERTY Locally Known As Parcel D In The SE ¼ SE ¼ Of Section 22, T84N, R24W, And Riverside Heights Subdivision Lot 6 In The SW ¼ SW ¼ Of Section 23, T84N, R24W Of The 5th P.M., Story County, Iowa, For The Amount Of \$46,097.78 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 – Mike Cox, Director, reported on landowner wanted to permanent protect his land, location, and requesting approval. Murken opened the public hearing at 11:08 a.m., hearing none, closed the public hearing at 11:08 a.m. Olson moved, Murken seconded the approval of Resolution #19-108, To Enter into a Purchase Agreement for the Purchase of Property. Roll call vote. (MCU)

STATEMENT OF WORK BETWEEN STORY COUNTY AND CALHOUN COMMUNICATIONS FOR CONNECTING THE ANIMAL CONTROL FACILITY TO STORY COUNTY'S NETWORK FOR \$14,811.51 (FY20 BUDGETED) - Barbara Steinback, Information Technology Director, reported on the project budgeted for FY2020, will help with other project, the system upgrade, included package with maintenance services, and request approval. Olson moved, Murken seconded the approval of statement of Work between Story County and Calhoun Communications for Connecting the Animal Control Facility to Story County's Network for \$14,811.51 as presented. Roll call vote. (MCU)

APPOINTMENT TO THE BOARD OF HEALTH FOR A 3 YEAR TERM ENDING 12/31/22: MOLLY LEE – Murken reported on Molly Lee. Olson moved, Murken seconded the approval of the Appointment to the Board of Health for a 3 Year Term Ending 12/31/22 for Molly Lee. Roll call vote. (MCU)

PURCHASE OF TWO 2019 TOYOTA RAV 4 HYBRID LE VEHICLES FROM TOYOTA OF DES MOINES FOR \$49,750 WITH TRADE IN OF 2 VEHICLES AT \$7,250 (UNBUDGETED) - Karla Webb, Community Services Director, reported on request of purchase, trading-ins, FY29 for County wide funds, budget sessions and background information, two bids received, and recommended Toyota of Des Moines. Olson moved, Murken seconded the approval of the Purchase of Two 2019 Rav4 Hybrid LE Vehicles from Toyota of Des Moines, for \$49,750.00, FY19, as presented. Roll call vote. (MCU)

PURCHASE OF PATROL RIFLES, VEHICLE MOUNTS, AND AMMUNITION FOR STORY COUNTY CONSERVATION FOR \$14,755.17 (FY20 BUDGETED) - Ryan Wiemold, Park Superintendent, reported on FY20 budget hearing and introduced the patrol rifles, Board asked to purchase in FY19, and certifications. Olson moved, Murken seconded the approval of the Purchase of Patrol Rifles, Vehicle Mounts, and Ammunition for Story County Conservation for \$14,755.17 for FY19 Budget as presented. Roll call vote. (MCU)

CONTRACT WITH HOUSTON ENGINEERING INC. FOR THE EXPLORATORY PHASE OF THE REMOVAL OR MODIFICATION OF HANNUMS MILL LOW-HEAD DAM FOR \$52,900 - Mike Cox, Conservation Director, reported on enter into contract for prelim work for mitigation of Hannums Mill, during high water a dangerous situation, to use Energy Transfer funds, and to use this Engineering firm to see the options for this, an uplift to the community, and request approval and transfer funds. Olson moved, Murken seconded the approval of Contract with Houston Engineering Inc. for the Exploratory Phase of the Removal or Modification of Hannums Mill Low-Head Dam for \$52,900 as presented. Roll call vote. (MCU)

RESOLUTION #19-116, HAAN RESIDENTIAL PARCEL SUBDIVISION – Amelia Schoeneman, County Planner, reported on location of property, subject property; one additional lot, proposed division, building lot, land use, surrounding land use, site photos, comment from public; none, inter-agency comments, analysis, and alternatives. Olson moved, Murken seconded the approval of Resolution #19-116, Hann Residential Parcel Subdivision alternative #1 as presented. Roll call vote. (MCU)

REPORT ON COMPREHENSIVE REVIEW AND UPDATE OF LESA - Jerry Moore, Director of Planning and Development, reported on background information; work program, on the C2C plan, research on the process for this plan, preserving highly productive land, scoring process, land development regulations, property research stats, Planning and Zoning Commission meetings; 6 counties use the LESA evaluation process. Moore reported on input obtained from Commission meetings, recommendation for a condition; current system is effective and reasonable, added a summary, alternative options, obtain information from cities, and commissioner comments. He reviewed the conditions, and alternatives. Discussion took place. Olson moved, Murken seconded the approval of Report on Comprehensive Review and Update of LESA with conditions 1-8 as presented. Roll call vote. (MCU)

IRVM - Joe Kooiker reported on drainage ditches and planting, burn season; training, weed season; noxious weed resolution passed, native plants, sensitive crop website, mowing law, planting, and the Roadside grants.

DIRECTION REGARDING MISSION STATEMENT DEVELOPMENT - Leanne Harter, County Outreach and Special Projects Manager, reported on strategic plan, action step to create a mission statement, and seeking direction; when to do, and request bids for consultant for development. Murken stated to start with a task force and then a consultant. Discussion took place. Murken directed Harter to work with Alissa Wignall on development and return to the Board in October 1.

UPCOMING AGENDA ITEMS: Murken stated YSS contract. Olson stated a request from HIRTA buses.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: Olson and Murken reported on several meetings. Murken reported on Olson and her trip to D.C. and meetings.

Olson moved, Murken seconded to adjourn at 12:24 p.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Agenda
5/21/19

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. Update The Lincoln Highway Heritage Byway And Our Corridor Management Plan - Janice Gammon, Lincoln Highway Heritage Byway Coordinator

Department Submitting Auditor

Documents:

PROI PRESENTATION.PDF

5. AGENCY REPORTS:
 - I. Iowa Able Annual Report - Anna Magnusson, Director

Department Submitting Auditor

6. CONSIDERATION OF MINUTES:
 - I. 4/30/19, 5/7/19, 5/14/19 Minutes

Department Submitting Auditor

7. CONSIDERATION OF PERSONNEL ACTIONS:

- I. Action Form
 - 1)new hire, effective 5/22/19, a)Conservation for Christian Pearson @ \$11.25/hr; b) Secondary Roads, for Trevor Harsh @ \$13.00/hr; b)Sheriff's Office for Dzigbodi Gbenyedzi @ \$16.35/hr; effective 5/28/19, in Planning and Development for Marcus Amman @ \$24.19/hr; effective 6/3/19, in Attorney's Office for Bria Carr @ \$12.00/hr;
 - 2)pay adjustment, effective 5/12/19, in a)Information Services for Timothy Patterson @ \$24.85/hr; effective 5/26/19, a)Secondary Roads for Jim Hovick @ \$32.64/hr; David Vawter @ \$32.64/hr; b)Sheriff's Office for Russell Bauer @ \$2,259.20/bw; Levi Hansen @ \$2,779.04/bw; Travis Harrison @ \$2,260.00/bw; Zachary Skelton @ \$2,263.20/bw;
 - c)Treasurer for Kasey Foy @ \$17.04/hr

Department Submitting HR

8. 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 28E Agreement Between Story County, IA And Collins For Contract Law Enforcement Services At The Rate Of \$60.76 Per Capita To Begin 7/01/19 - 6/30/20

And Shall Continue Until Either Party Terminates Or Terms Of Contracts Are Changed

Department Submitting Sheriff

Documents:

COLLINS CONTRACT.PDF

- II. Consideration Of Renewal Of Class C Liquor License (LC)(Commercial) For Ballard Golf & Country Club, 30608 N Hwy 69, Huxley, Ia., Effective 7/12/19-7/11/20, Including Outdoor Service And Sunday Sales

Department Submitting Auditor

Documents:

RPTLICENSEAPPLICATION.PDF

- III. Consideration Of Renewal Application For Iowa Retail Permit For Cigarette/Tobacco/Nicotine/Vapor For Casey's General Store #2301, 17005 US Highway 65, Gilbert, Ia., Effective 7/1/19-6/30/20

Department Submitting Auditor

Documents:

CIG APP.PDF

- IV. Consideration Of FY20 Provider And Program Participation Agreement With All Aboard For Kids Effective 7/1/19 - 6/30/20
All Aboard For Kids - Out Of School Program (Not to Exceed \$1,919) \$81.90/1 Partial Day (3 Hours) *Funds are not to be used for non-disable participants

Department Submitting Board of Supervisors

Documents:

ALL ABOARD FOR KIDS CONTRACT FY20.PDF

- V. Consideration Of FY20 Provider And Program Participation Agreement With The Salvation Army Effective 7/1/19 - 6/30/20
The Salvation Army - Disaster Services (Not to Exceed \$1,125) \$93.75/1 Staff Hr; Bill Payer Program (Not to Exceed \$2,500) \$41.07/1 Client Contact; Food Pantry (Not to Exceed \$1,500) \$33.18/1 Client Contact

Department Submitting Board of Supervisors

Documents:

THE SALVATION ARMY CONTRACT FY20.PDF

- VI. Consideration Of Agreement With Strauss Security Solutions For Installation And Monitoring Of Panic Buttons At Human Services Center For \$1,195.71 For Equipment

And Installation And \$395.40/Yr. Beginning 6/1/19

Department Submitting Facilities Management

Documents:

STORY HSC BUILDING ALARM AGREEMENT.PDF

VII. Consideration Of FY20 Provider And Program Participation Agreement With Youth And Shelter Services Effective 7/1/10 - 6/30/20

Youth And Shelter Services - Child Safety (Not to Exceed \$2,365) \$95.77/1 Staff Hour; Kids Club (Not to Exceed \$62,976) \$13.63/1 Partial Day (3 hrs); Mentoring (Not to Exceed \$35,529) \$45.74/1 Client Contact/Day; Stork's Nest (Not to Exceed \$350) \$53.82/1 Client Contact; Transitional Living (Not to Exceed \$3,720) \$24.86/1 Client Contact; Youth Dev/Soc. Adj. Comm. Youth Dev. Nevada (Not to Exceed \$29,396) \$22.22/1 Client Contact/Day; Employment Assistance (Not to Exceed \$5,402) \$38.86/1 Staff Hr; Family Dev./Edu FaDSS (Not to Exceed \$2,440) \$32.92/1 Client Hr; Public Educ./Awareness (Not to Exceed \$97,665) \$68.57/1 Staff Hr; Summer Enrichment (Not to Exceed \$16,777) \$17.36/1 Partial Day (3 hours); Emergency Shelter-Rosedale (Not to Exceed \$85,000) \$466.25/1 24 Hr Period; Substance Abuse Out Pt. Treatment (Not to Exceed \$10,467) \$251.29/1 Client Hr; Primary Treatment Out Pt. (Not to Exceed \$79,595) \$190.19/1 Client Hr; Kids Club - Local Option (Not to Exceed 3,850) \$13.63/1 Partial Day (3 hours); Child Safety - Local Option (Not to Exceed \$2,200) \$95.77/1 Staff Hr; Summer Enrichment - Local Option (Not to Exceed \$800) \$17.36/1 Partial Day (3 hours); Storks Nest - Local Option (Not to Exceed \$100) \$53.82/1 Client Contact

Department Submitting Board of Supervisors

Documents:

YOUTH AND SHELTER SERVICES CONTRACT FY20.PDF

VIII. Consideration Of Contract Between Gene Ridgeway And Story County Conservation Board For Campground Attendant Duties At Hickory Grove Park From 5/20/19-9/8/19

Department Submitting Conservation

Documents:

HGP CAMPGROUND ATTENDANT.PDF

IX. Consideration Of Contract With Applied Art And Technology For The Creation Of An Interactive Touch Screen For Tedesco Environmental Learning Corridor For \$48,895-\$49,395

Department Submitting Conservation

Documents:

TELC INTERACTIVE TOUCH SCREEN DISPLAY.PDF

X. Consideration Of Submission Of Request For Payment For Reimbursement Under The Bulletproof Vest Partnership Grant Act For \$1,872.50 (50% Of The Cost Of Vests

Purchased)

Department Submitting Sheriff

Documents:

BPV FUND REQUEST.PDF

XI. Consideration Of The Bulletproof Vest Partnership Grant Effective For Vests Purchased After 4/1/2019 For \$5,243.00

Department Submitting Sheriff

Documents:

BPV GRANT APPLICATION.PDF

XII. Consideration Of Partial Self-Funded Plan Renewal With Employee Benefit Systems Effective 7/1/2019 - 6/30/2020

Department Submitting Board of Supervisors

Documents:

EBS AGREEMENT.PDF
EBS RENEWAL FY20.PDF

XIII. Consideration Of Road Closure Resolution(S): #19-46, 19-47, 19-48, 19-49

Department Submitting Engineer

Documents:

RC 19 49.PDF
RC 19 48.PDF
RC 19 47.PDF
RC 19 46.PDF

XIV. Consideration Of Utility Permit(S): #19-044; 19-045

Department Submitting Engineer

Documents:

UT 19 054.PDF
UT 19 055.PDF

9. PUBLIC HEARING ITEMS:

I. Consideration Of Proposed Plans, Specifications, And Form Of Contract For The Hickory Grove Park Beach House Replacement - Mike Cox

Department Submitting Conservation

Documents:

HG BEACH HOUSE.PDF

- II. Consideration Of Resolution #19-108, To Enter Into A Purchase Agreement For The Purchase Of Property Locally Known As Parcel D In The SE ¼ SE ¼ Of Section 22, T84N, R24W, And Riverside Heights Subdivision Lot 6 In The SW ¼ SW ¼ Of Section 23, T84N, R24W Of The 5th P.M., Story County, Iowa, For The Amount Of \$46,097.78 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 - Mike Cox

Department Submitting Conservation

Documents:

SLEEPY HOLLOW ADDITION PURCHASE.PDF
19 108.PDF

10. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Statement Of Work Between Story County And Calhoun Communications For Connecting The Animal Control Facility To Story County's Network For \$14,811.51 (FY20 Budgeted) - Barbara Steinback

Department Submitting Information Technology

Documents:

ANIMAL CONTROL CALHOUN COMMUNICATIONS.PDF

- II. Discussion And Consideration Of Appointment To The Board Of Health For A 3 Year Term Ending 12/31/22: Molly Lee

Department Submitting Board of Supervisors

Documents:

MOLLYLEEAPP.PDF

- III. Consideration Of Purchase Of Two 2019 Toyota Rav 4 Hybrid LE Vehicles From Toyota Of Des Moines For \$49,750 With Trade In Of 2 Vehicles At \$7,250 (Unbudgeted) - Karla Webb

Department Submitting Community Services

Documents:

VEHICLE PURCHASE MEMO MAY 19.PDF

- IV. Consideration Of Purchase Of Patrol Rifles, Vehicle Mounts, And Ammunition For Story County Conservation For \$14,755.17 (FY20 Budgeted) - Mike Cox

Department Submitting Conservation

Documents:

PURCHASE.PDF

- V. Consideration Of Contract With Houston Engineering Inc. For The Exploratory Phase Of The Removal Or Modification Of Hannums Mill Low-Head Dam For \$52,900 - Mike Cox

Department Submitting Conservation

Documents:

HANNUMS MILL CONTRACT WITH HOUSTON ENGINEERING.PDF

- VI. Discussion And Consideration Of Resolution #19-116, Haan Residential Parcel Subdivision – Amelia Schoeneman

Department Submitting Planning and Development

Documents:

STAFF REPORT.PDF
PLAT.PDF
RESOLUTION 19 116.PDF

- VII. Discussion And Consideration Of Report On Comprehensive Review And Update Of LESA - Jerry Moore

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF
REPORT 1985.PDF

11. DEPARTMENTAL REPORTS:

- I. IRVM - Joe Kooiker

Department Submitting Auditor

12. OTHER REPORTS:

- I. Discussion And Direction Regarding Mission Statement Development - Leanne Harter

Department Submitting Board of Supervisors

Documents:

INITIAL MEMO TO THE BOS MAY 21 2019.PDF

13. UPCOMING AGENDA ITEMS:

14. PUBLIC FORUM #2:

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

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

16. ADJOURNMENT:

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



PRAIRIE RIVERS

of Iowa

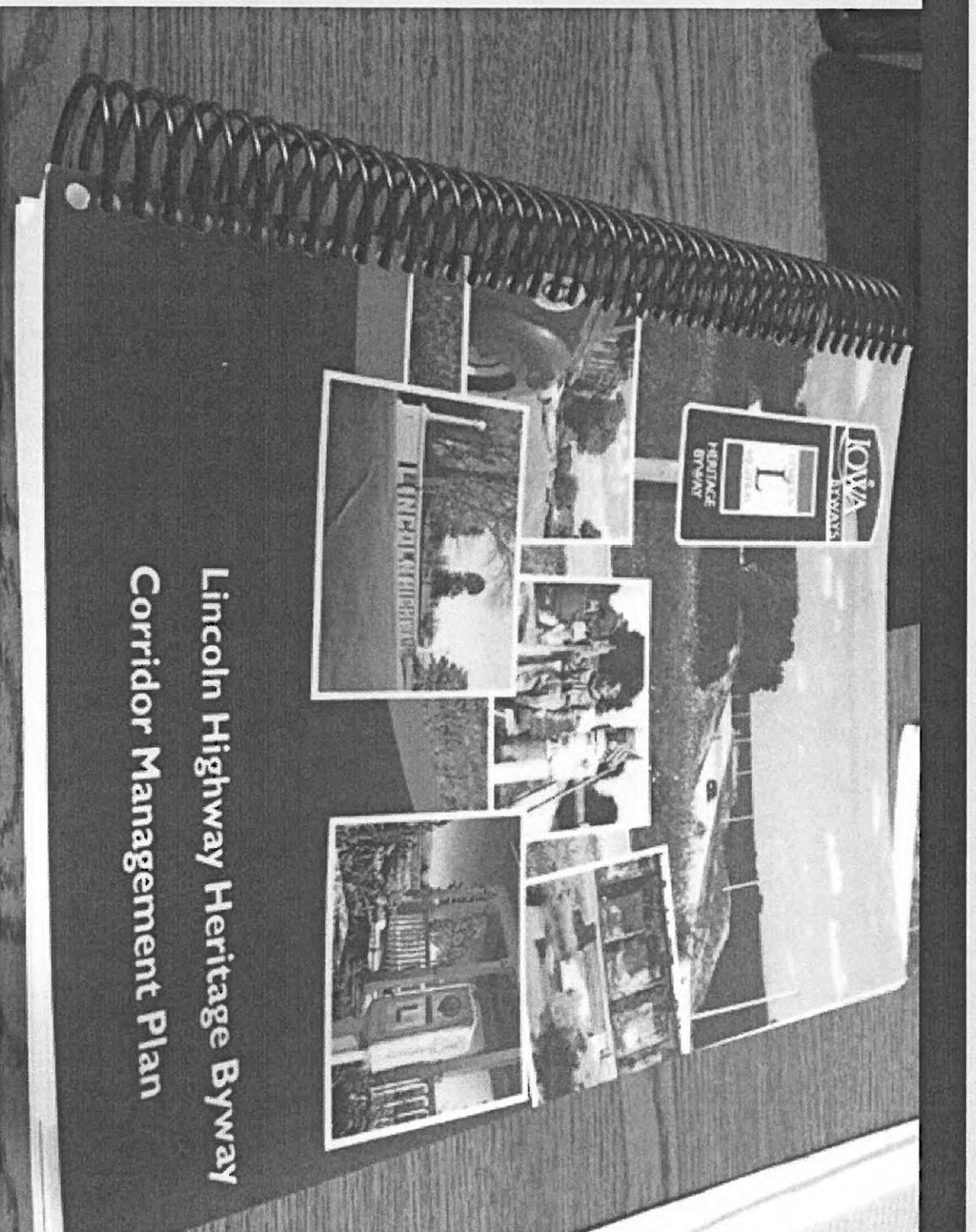
LINCOLN HIGHWAY

HERITAGE BYWAY

UPDATE

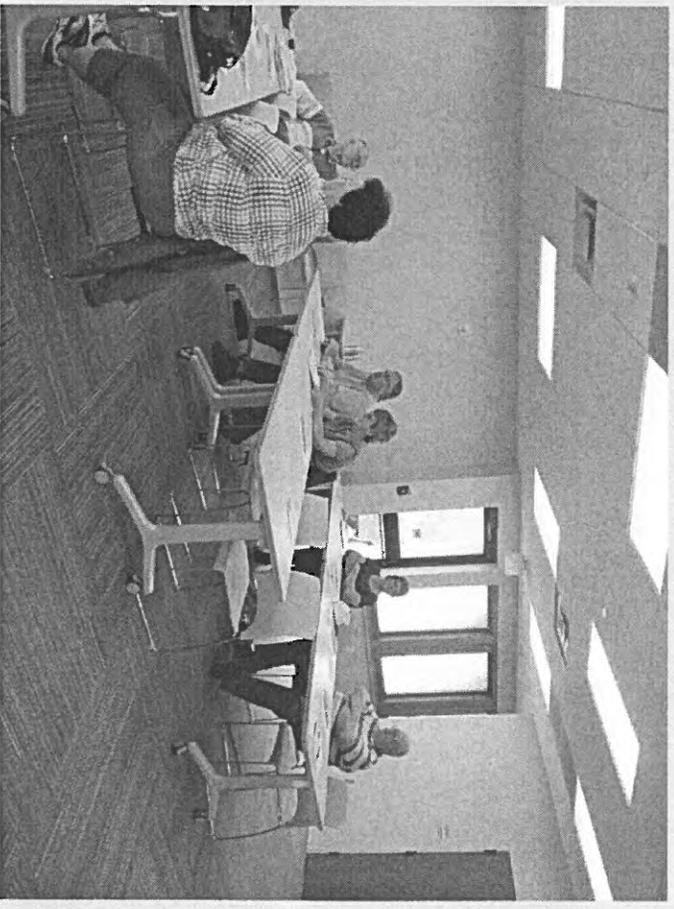
Jan Gammon, Byway Coordinator

Corridor Management Plan Through the Department of Transportation



**Lincoln Highway Heritage Byway
Corridor Management Plan**

Public Input Meetings - Developed Local and State Projects



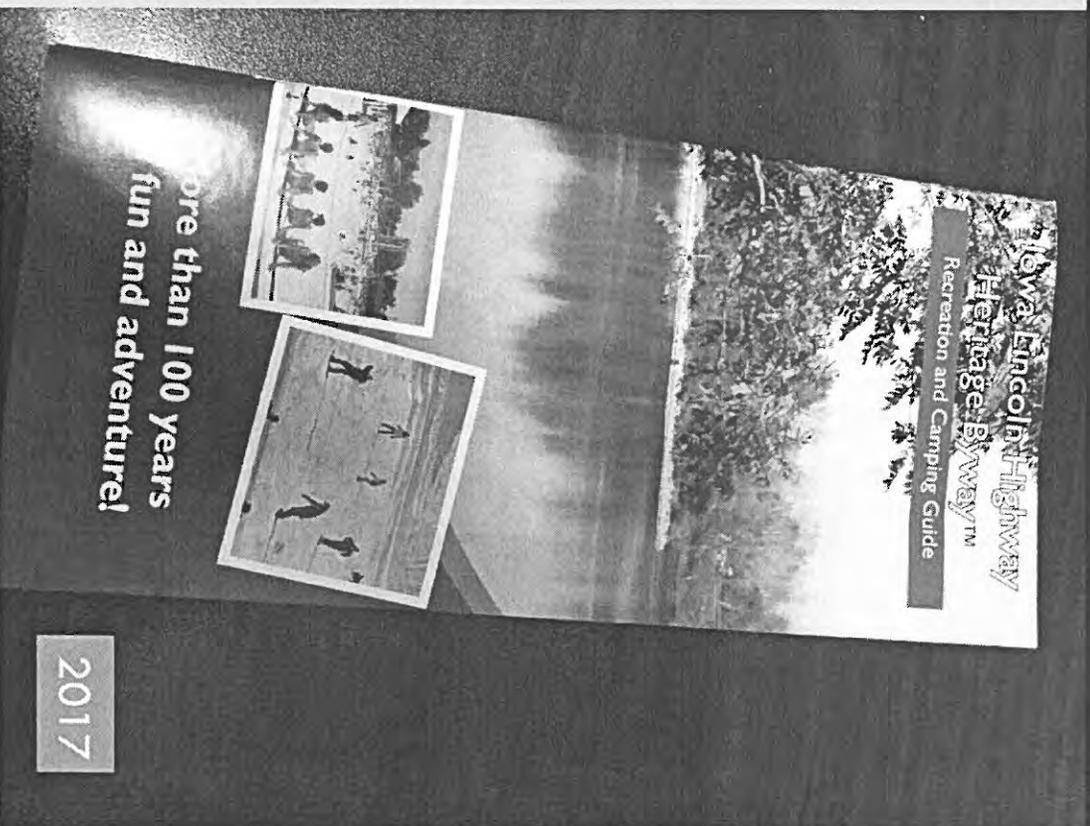
Brochures to Tell the Story of the Lincoln Highway to the Traveler



2016

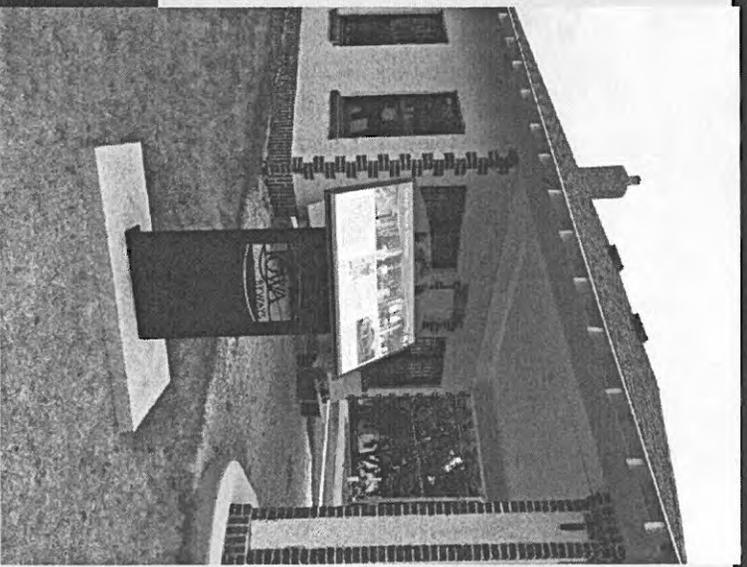


2018

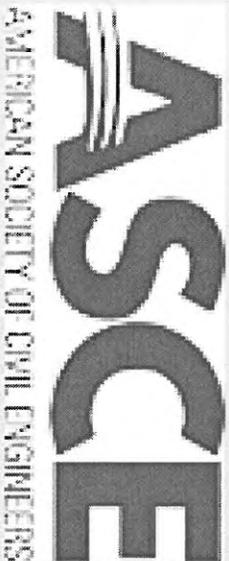


2017

Interpretation Across Iowa

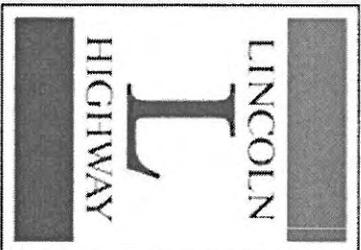


Current Statewide Projects



Application for a
Historic Landmark
Award

Help the Lincoln Highway Association
with its newsletter, website, Facebook,
and serve as secretary.

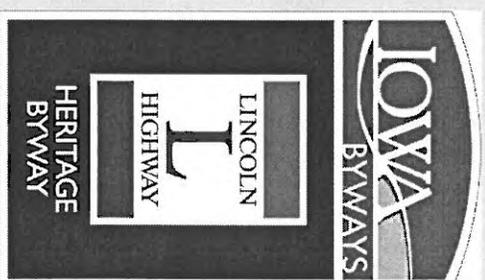


Work with Travel Iowa,
encouraging attractions
to be listed (for free) on
the state website,
which guarantees
inclusion in the Travel
Iowa magazine.



Formed an Alliance with the states
of OH, IN, IA and NE.

Take
inventory of
missing signs
along the
route and get
replacements
out to
jurisdictions.

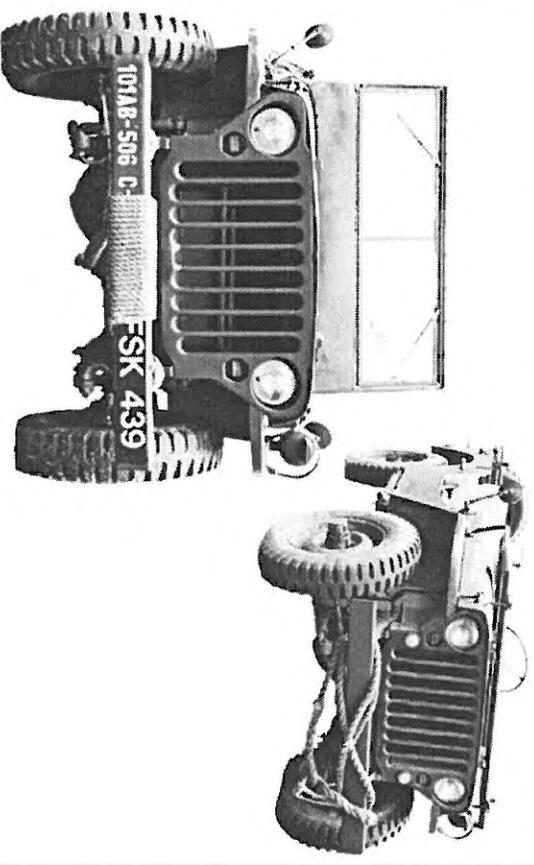


Current Story County Projects



Reed-Niland Corner-
intersection of the
Lincoln Highway and
Jefferson Highway

Two Re-enactments of the
1919 Military Convoy
in 2019.
Aug 23th and Sept 6th





Questions or Comments?

Jan Gammon

Coordinator of the Lincoln Highway Heritage Byway

2335 230th St, Suite 101

Ames, IA 50014

515-232-0048



The Lincoln Highway Heritage Byway is
part of the Iowa Department of
Transportation's Scenic Byway program.

RACE INFORMATION

Packet Pick-Up

Location: 130 S. Sheldon Avenue (Collegiate United Methodist Church Annexe Building)
Ames, Iowa 50014

Dates/Times: Thursday, June 20 from 6-8pm
Friday, June 21 from 9am-8pm

Or you can pick your packet up the day of the race at 8:00am!

Race Day Schedule

7:30 - 8:30AM	Race Day Registration at the North Shelter
8:30 AM	Kids 400M Fun Run
9:00 AM	2.5K (non-competitive, no awards)
9:00 AM	5K Walk/Run
9:00 AM	10K Walk/Run

Awards and raffle will begin following the 10K

5K + 10K Award Age Groups

(male and female)

13-19 ♦ 20-29 ♦ 30-39 ♦ 40-49 ♦ 50-59 ♦ 60+

Kids Fun Run Age Groups

1-4: 1st Heat ♦ 5-8: 2nd Heat ♦ 9-12: 3rd Heat

REGISTRATION

Register online at:
getmeregistered.com/lowaAbleRun

or

Send form and payment to:
Iowa Able Foundation
130 Sheldon Ave #201
Ames, Iowa 50014

REGISTRATION COSTS

Through June 20th

Kids Run: \$10 ♦ 2.5K: \$25 ♦ 5K: \$25 ♦ 10K: \$30



SPONSORED BY:



GDG Services LLC/GD Greiner LPA PC

Including kids activities, silent auction, DJ Mixmaster, and more!

WAVER (Signature required for each runner & legal guardian must sign for minors under 18) In consideration of the Iowa Able Foundation accepting my application to participate in the Iowa Able Run (the "Run")...

YOUR INFORMATION (PLEASE PRINT NEATLY)

NAME, DATE OF BIRTH, ADDRESS, CITY, STATE, ZIP, EMAIL, PHONE

CHOOSE A RACE

KIDS FUN RUN 5K, 2.5K 10K

CHOOSE A FREEBIE

ADULT CHILD, SHIRT, HAT(OS), S M L XL XXL, WATER BOTTLE

TEAR/CUT ALONG DASHED LINE

IOWA ABLE FOUNDATION PRESENTS



ANNUAL RUN FOR A CAUSE

June 22nd 2019 Ada Hayden Park Ames, Iowa 50014

130 Sheldon Ave #201 Ames, Iowa 50014 515.292.2972 info@iowaable.org www.iowaable.org

EDUCATING

Each loan application made to Iowa Able begins a relationship between our team and the applicant, including a complete review of family finances, assets and credit history.

A lack of education in financial management, credit management and asset building contributes to the overall dependence on public benefits, family members and outside organizations that lowans with disabilities experience.

Iowa Able comes alongside our clients to meet them where they are and provide comprehensive coaching in all areas of personal financial management, including assistance with understanding benefits and negotiating with creditors.



LENDING

Iowa Able helps lowans with disabilities and the aging achieve and maintain independence.

Since 2004, Iowa Able has provided an accessible borrowing option for lowans with disabilities and aging lowans.

Iowa Able is a non-profit, regulated lender focused on providing holistic financial services and education necessary for building credit and assets while attaining the assistive technology needed to live, work and learn in Iowa communities.

"Iowa Able has been the financial resource I needed to get myself back to work. They came through for me."

- Joe Spalla



IOWA ABLE PROVIDES LOANS IN THE FOLLOWING CATEGORIES:

- **Alternative Financing Program:** Assistive technology can include vehicle purchases or modifications, home modifications/repairs, lifts, hearing aids and computers.
- **Employment/Self-Employment:** Includes small business start-up and expansion and workplace accommodations.
- **Credit Builder:** To build or establish credit.

HOW TO APPLY

1. Online at www.iowaable.org
2. Download and print an application form
3. Call or email to request a copy by mail



ADVANCING

Iowa Able's goal is to strengthen the long term financial health of individuals with disabilities and prepare them to manage their finances and credit in a healthy environment while building assets and planning for future financial success.

In addition to our financial coaching services, our Credit Builder Loans provide individuals with no or low credit the opportunity to learn how to manage cash flow, make on time monthly payments, and build credit. Credit Builder Loans are \$100-\$500 paid back over six to twelve months while the borrower completes financial coaching with Iowa Able staff.

Questions?

Want an application?

Make a donation?

CONTACT US:

Iowa Able Foundation

130 S. Sheldon Ave. #201

Ames, IA 50014

www.iowaable.org

888.222.8943 (toll free)

515.292.2972

info@iowaable.org

Mission

The Iowa Able Foundation empowers Iowans with disabilities, their families, and the aging to achieve and maintain independence through lending, educating and advancing

Our Sponsors



IOWAABLE
FOUNDATION
LENDING · EDUCATING · ADVANCING



IOWAABLE

FOUNDATION

LENDING · EDUCATING · ADVANCING

The Iowa Able Foundation empowers Iowans with disabilities, their families, and the aging to achieve and maintain independence through lending, educating, and advancing.

**130 S. Sheldon Ave. Suite 201
Ames, Iowa 50014
515-292-2982**

Introducing Flexible Vehicle Modification Loans from the Iowa Able Foundation

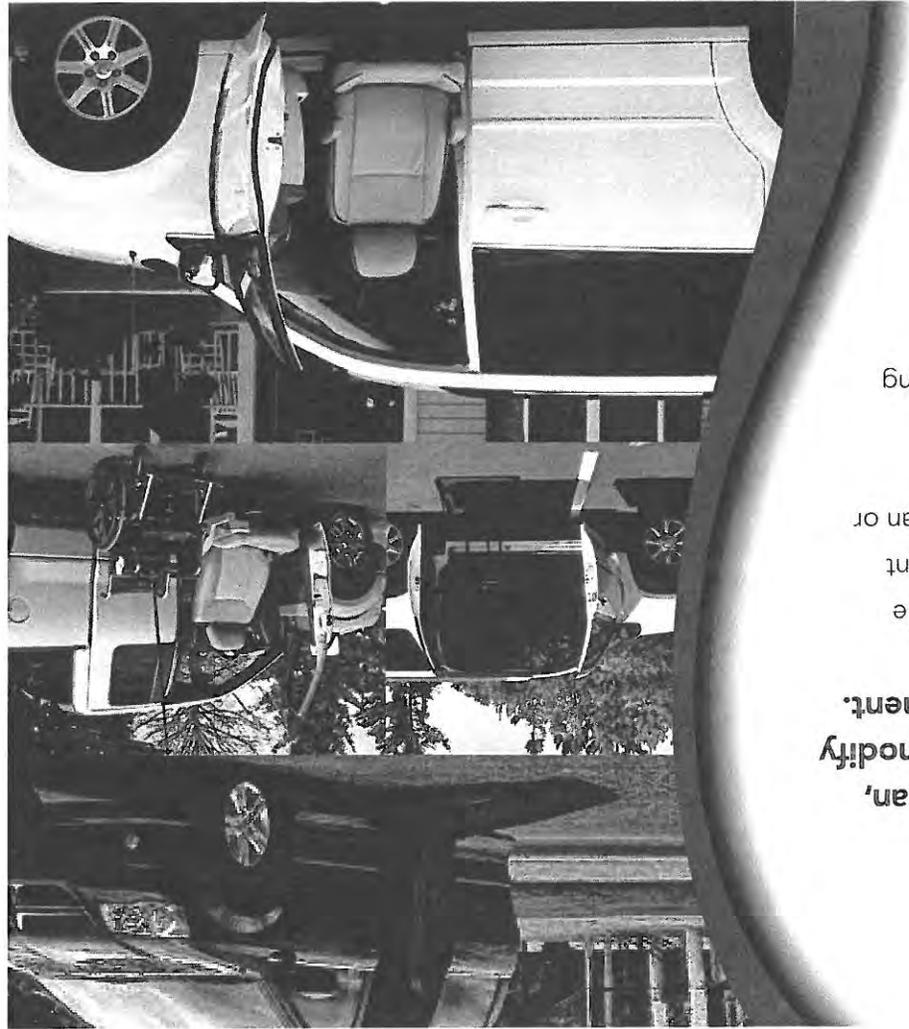


**Apply online at
www.iowaable.org**

With an Iowa Able Foundation vehicle loan, you can buy an accessible vehicle — or modify an existing vehicle with adaptive equipment.

Loans are designed for customers with special vehicle needs. Whether you're buying or refinancing, we want to help you afford that new or used accessible car, van or light-duty truck—or modify an existing vehicle with adaptive equipment. Terms up to 84 months are available, so you have the flexibility to obtain financing that fits into your specific budget.

Apply online at www.iowaable.org.



Applicant License Application (LC0018284)

Name of Applicant: <u>Ballard Golf & Country Club</u>		
Name of Business (DBA): <u>Ballard Golf & Country Club</u>		
Address of Premises: <u>30608 N Hwy 69</u>		
City <u>Huxley</u>	County: <u>Story</u>	Zip: <u>5012400</u>
Business	<u>(515) 597-2266</u>	
Mailing	<u>PO Box 190</u>	
City <u>Huxley</u>	State <u>IA</u>	Zip: <u>501240000</u>

Contact Person

Name <u>Matt Gatchel</u>	
Phone: <u>(515) 597-2266</u>	Email <u>manager@ballardgolf.com</u>

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 07/12/2019

Expiration Date: 07/11/2020

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

APPROVED **DENIED**
Board Member Initials: MR
Meeting Date: 8/21/19
Follow-up action: _____

Status of Business

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

Ownership

Mike Pendleton

First Name: Mike **Last Name:** Pendleton
City: Ankeny **State:** Iowa **Zip:** 50021
Position: Vice President
% of Ownership: 0.00% **U.S. Citizen:** Yes

Paula Eichinger

First Name: Paula **Last Name:** Eichinger
City: Slater **State:** Iowa **Zip:** 50244
Position: President
% of Ownership: 0.00% **U.S. Citizen:** Yes

Al Warford

First Name: Al **Last Name:** Warford
City: Ankeny **State:** Iowa **Zip:** 50021

https://tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2019 through June 30, 2020

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA CASEY'S GENERAL STORE# 2301

Physical Location Address 17005 US HIGHWAY 69 City GILBERT ZIP 50105

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Business Phone Number 5152335069

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORE, INC.

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Phone Number 515-446-6404 Fax Number 515-965-6205 Email: JESSICA.FISHER@CASEYS.COM

APPROVED DENIED

Board Member Initials: JMF

Meeting Date: 5/21/19

Retail Information:

Types of Sales: Over-the-counter Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No X

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store Grocery store Hotel/motel Liquor store Restaurant Tobacco store

Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) JULIA L. JACKOWSKI, SECRETARY FOR CASEY'S MARKETING COMPANY

Name (please print) Signature Date

Signature Date 05/01/2019

Handwritten signature of Julia L. Jackowski

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$50.00
Fill in the date the permit was approved by the council or board:
Fill in the permit number issued by the city/county:
Fill in the name of the city or county issuing the permit: Story Co.
New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
Email: iapledge@iowaabd.com
Fax: 515-281-7375

RECEIVED

MAY 09 2019

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2019 is by and between **Story County** and **All Aboard for Kids** (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.

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

SECTION 7

Term and Termination

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

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

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

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

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

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

SECTION 8

Amendments

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

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

SECTION 9

Other Terms and Conditions

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

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

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

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

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

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

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

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

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

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

ALL ABOARD FOR KIDS
6115 510th AVE
AMES IA 50014

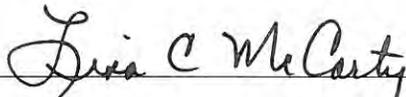
Attention: LISA C Mc CARTY

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

COUNTY:

PROVIDER:

By: 

By: 

Print Name: Linda Murken

Print Name: LISA C Mc CARTY

Print Title: Story County Board of Supervisors

Print Title: EXECUTIVE DIRECTOR

Date: 5/21/19

Date: 5/06/2019

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2020

Service Description	Unit of Service	Rate
Out of School Program Not to Exceed \$1,919 *Funds are to be used for non-disabled participants.	1 Partial Day (3 hours)	\$81.90

RECEIVED

MAY 08 2019

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2019 is by and between Story County and The Salvation Army (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.

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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.

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

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

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

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

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

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

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

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

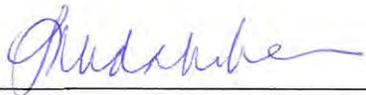
Section 9.9 Notices to Provider. Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail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

The Salvation Army
103 E. Lincoln Way (physical)
PO Box 11681 (mailing)
Ames, Ia 50010
Attention: Cari McPartland

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

COUNTY:

PROVIDER:

By: 

By: 

Print Name: Linda Murken

Print Name: Bramwell E. Higgins
Secretary

Print Title: Story County Board of Supervisors

Print Title: _____

Date: 5/21/19

Date: 4/16/19

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2020

Service Description	Unit of Service	Rate
Disaster Services Not to Exceed \$1,125	1 Staff Hour	\$93.75
Bill Payer Program Not to Exceed \$2,500	1 Client Contact	\$41.07
Food Pantry Not to Exceed \$1,500	1 Client Contact	\$33.18



Strauss Security Solutions 4663 121st Street Urbandale, Iowa 50323 515-276-7030

SECURITY SERVICES AGREEMENT

THIS AGREEMENT made this 1st day of June, 2019 between STRAUSS SECURITY SOLUTIONS, herein called "SSS" and Story County Facilities -HSC hereinafter called "Customer".

WITNESSETH: That for the considerations and covenants hereinafter specified below, on the reverse side hereof, and any riders hereto the parties do, for themselves, their successors and assigns, mutually agree:

A. SSS agrees to install, or cause to be installed in premises located at 126 S. Kellogg In the City of Ames State of Iowa (hereinafter referred to as Customer's premises) a security system, the components of which are identified by Customer in Section C below, including any and all transmitters, wire connections, devices, and instruments necessary to transmit signals from the Customer's premises to the SSS central station monitoring facility, any and all sensing devices, appliances, cabinets, cables, conduits, glass breakage detectors, motion detectors, switches, contacts, wires and all other equipment and materials associated therewith, as specified in the schedule of protection (the "Security System"), and will provide monitoring services, if included in the Security System, subject to the terms and conditions hereof, until termination of this agreement, with the understanding that the Security System and all equipment and components thereof are and shall remain the property of SSS until such time Customer has paid the installation charge set forth below.

B. The term of this agreement shall be for a period of three (3) years ("initial term") commencing on the date service becomes operative, and shall automatically renew for successive one (1) year periods (each a "renewal term") unless either party has provided the other party with written notice of non-renewal at least thirty (30) days prior to the expiration of the initial term or any renewal term. Customer hereby agrees to pay SSS, its agents or assigns, a charge for equipment and installation of \$ Eleven hundred ninety-five and 71/100 dollars plus tax (\$ 1195.71), and a monitoring fee, if monitoring is included in the Security System, for the applicable term in the amount of \$ Three hundred ninety five and 40/100 dollars plus tax (\$ 395.40) per year, payable in advance, on the 20 day of each Month, during the applicable term. In the event this agreement is terminated by either party prior to the expiration of the initial term or renewal term (other than a termination by SSS or Customer under Paragraph K or by Customer under Paragraph M), Customer shall pay to SSS any unpaid balance of the installation charge, any unpaid monitoring or repair fees or charges that have accrued for services previously performed, and in addition, SSS may, at its option, declare the entire unpaid balance of the monitoring fee agreed to be paid by Customer for the remainder of the term then in effect to be immediately due and payable in full, and SSS shall be entitled to recover the unpaid balance from Customer.

CUSTOMER'S INITIALS LM: CUSTOMER AGREES THAT UPON EXPIRATION OF THIS AGREEMENT OR TERMINATION BY EITHER PARTY, ANY MONITORING SERVICE PROVIDED BY SSS WILL CEASE AS OF THE DATE OF EXPIRATION OR TERMINATION OF THE AGREEMENT. CUSTOMER SHALL BE RESPONSIBLE FOR ARRANGING FOR A NEW MONITORING SERVICE FROM AND AFTER THE DATE OF EXPIRATION OR TERMINATION, AND SSS SHALL HAVE NO OBLIGATION WHATSOEVER TO PROVIDE ANY MONITORING SERVICE FOR CUSTOMER AFTER THE DATE OF EXPIRATION OR TERMINATION AND SHALL NOT BE LIABLE FOR THE DISCONTINUANCE OF SUCH SERVICE.

C. In addition to the installation charges and monitoring fees noted above, Customer shall pay (i) any false alarm charges, fines, or assessments, (ii) permit fees, (iii) all taxes, fees and charges imposed by any governmental authority on or relating to the Security System, installation of the Security System, the service to be provided to the Customer, or SSS's fees or other charges to Customer, (iv) public utility charges with respect to wire connections or switches for the transmission of signals between the Customer's premises and SSS's central station monitoring facility or any transmissions over such connections, and (v) if repairs are requested by Customer, the cost of repair or replacement of equipment damaged by any person or any occurrence, including but not limited to damage or destruction of equipment from fire, lightning, static electricity, wind, water, or any other casualty, and such amounts shall be paid by the Customer immediately upon receipt of such fees, charges, assessments, taxes, or costs.

SCHEDULE OF PROTECTION (List below or attach an SOPC form)

Monitor 25 panic buttons installed throughout the building.

- LM [X]ACCEPT []DECLINE - Central station monitored alarm system [OPTIONAL]. This provides monitoring of the security system in accordance with the terms of this Agreement.
LM [X]ACCEPT []DECLINE - Cellular radio backup [OPTIONAL]. This is to provide for system communications to the monitoring facility as a primary source or as a backup to your telephone.
[]ACCEPT [X]DECLINE - Residential fire alarm package [OPTIONAL]. This includes 1 smoke detector and 1 heat detector (additional devices available).
[]ACCEPT [X]DECLINE - Customer care program [OPTIONAL]. Service and maintenance provided Monday - Friday 8:00am - 4:30pm.
[]ACCEPT [X]DECLINE - Log only monitoring of openings and closings [OPTIONAL].
[]ACCEPT [X]DECLINE - Supervised monitoring of scheduled openings and closings [OPTIONAL].
[]ACCEPT [X]DECLINE - Weekly account activity reports emailed or faxed [OPTIONAL].
[]ACCEPT [X]DECLINE - Monthly account activity reports emailed or faxed [OPTIONAL].
[]ACCEPT [X]DECLINE - Video Services [OPTIONAL]. If accepted, the Video Services Amendment is hereby incorporated by reference in this agreement.
[]ACCEPT [X]DECLINE - Card Access Services [OPTIONAL]. If accepted, the Card Access Amendment is hereby incorporated by reference in this agreement.

PLEASE INITIAL ALL BOXES ABOVE TO ACKNOWLEDGE WHICH OF THE AVAILABLE OPTIONS CUSTOMER ACCEPTS OR DECLINES.

Customer Initials LM

D. LIMITED WARRANTY: For a period of ninety (90) days commencing on the date service becomes active, SSS will repair or replace, without charge to the Customer, any Security System equipment that fails to operate properly due to improper installation by SSS.

E. DISCLAIMER OF WARRANTY. EXCEPT FOR THE LIMITED WARRANTY IN PARAGRAPH D, SSS MAKES NO GUARANTEE, WARRANTY, OR REPRESENTATION INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SECURITY SYSTEM OR THE SERVICES TO BE PROVIDED BY SSS OR ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS. FURTHER, SSS MAKES NO GUARANTEE, WARRANTY, OR REPRESENTATION THAT THE SECURITY SYSTEM OR SERVICES PROVIDED WILL AVERT OR PREVENT AN OCCURRENCE OR THE CONSEQUENCES THEREFROM WHICH THE SECURITY SYSTEM OR SERVICES ARE INTENDED TO DETECT OR AVERT.

F. LIMITATION OF LIABILITY. CUSTOMER AGREES THAT SSS, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS ARE NOT INSURERS AGAINST PROPERTY LOSS OR PERSONAL INJURY, AND THAT THE AMOUNTS PAYABLE UNDER THIS AGREEMENT ARE BASED SOLELY UPON THE VALUE OF SERVICES TO BE PROVIDED AND THE SCOPE OF LIABILITY SET FORTH IN THIS AGREEMENT. THEREFORE, CUSTOMER AGREES THAT SSS, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE DUE DIRECTLY OR INDIRECTLY TO THE NEGLIGENCE OF SSS, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, OR TO THE PERFORMANCE OR NON-PERFORMANCE OF SERVICES UNDER OR PURSUANT TO THIS AGREEMENT. IN ADDITION, SSS SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DEFECTS OR DEFICIENCIES IN THE SECURITY SYSTEM. THE CUSTOMER AGREES THAT SSS, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGES SUSTAINED BY THE CUSTOMER OR OTHERS THROUGH BURGLARY, THEFT, ROBBERY, FIRE, GASES SUCH AS CARBON MONOXIDE, MEDICAL EMERGENCY, OR OTHER CAUSES. THE CUSTOMER RELEASES SSS FROM ANY CLAIMS FOR CONTRIBUTION, INDEMNITY, OR SUBROGATION.

NOTWITHSTANDING THE ABOVE PROVISIONS, IF AT ANY TIME THERE SHALL BE OR ARISE ANY LIABILITY ON THE PART OF SSS, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, BY VIRTUE OF THIS AGREEMENT OR BECAUSE OF THE RELATION ESTABLISHED BY THIS AGREEMENT, WHETHER DUE TO THE NEGLIGENCE OF SSS, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, OR THE FAILURE OF SSS TO PROPERLY PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT, OR OTHERWISE, SUCH LIABILITY IS AND SHALL BE LIMITED TO AND FIXED AT A SUM EQUAL TO THE ANNUAL CHARGE UNDER PARAGRAPH B ABOVE OR \$500.00, WHICHEVER IS GREATER, AS LIQUIDATED DAMAGES, AND NOT AS A PENALTY, AND THIS LIABILITY SHALL BE COMPLETE AND EXCLUSIVE. NO SUIT OR ACTION OF ANY KIND AGAINST SSS, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, SHALL BE BROUGHT MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION GIVING RISE TO SUCH SUIT OR ACTION. IF CUSTOMER DESIRES SSS TO ASSUME A GREATER LIABILITY INSTEAD OF THE LIQUIDATED DAMAGES SET FORTH ABOVE, CUSTOMER MAY OBTAIN FROM SSS FULL OR LIMITED LIABILITY BY PAYING AN ADDITIONAL CHARGE TO SSS. IF CUSTOMER ELECTS TO EXERCISE THIS OPTION, A RIDER SHALL BE ATTACHED TO THIS AGREEMENT SETTING FORTH THE TERMS, CONDITIONS AND AMOUNT OF THE LIABILITY AND THE ADDITIONAL CHARGE. SUCH RIDER AND ADDITIONAL OBLIGATION SHALL IN NO WAY BE INTERPRETED TO HOLD SSS AS AN INSURER.

SSS, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOST PROFITS, LOSS OF REVENUE, LOSS OF USE, LOSSES OF DATA, DOWNTIME, COSTS OF CAPITAL, COST OF REPLACEMENT EQUIPMENT (TEMPORARY OR PERMANENT), OR COSTS OF TIME ARISING OUT OF OR RELATING TO THE USE OF THE SECURITY SYSTEM AND/OR MONITORING SERVICE, WHETHER SUCH DAMAGES ARISE IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE, EVEN IF SSS, IT EMPLOYEES, AGENTS, OR SUBCONTRACTORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

G. Customer agrees: (i) to furnish SSS a maintained list of users and individual signatures of all persons who are authorized to be in and about the premises during closed periods to properly test and set the Security System on every closing of the premises and to properly turn off the system(s) on each opening of the premises; (ii) to test all electronic equipment designated on the schedule of protection according to procedures prescribed by SSS prior to setting the security system for closed periods and to notify promptly if such equipment fails to respond to the test; (iii) if SSS's representative is sent to the Customer's premises in response to a service call or alarm signal caused by Customer improperly following operating instructions or failing to close or properly secure a protected point, there shall be an additional service charge to the Customer; (iv) that all walls, doors, skylights, windows and other elements of the premises as now constructed, are or will be placed in such condition, at Customers expense, as to permit proper installation and operation of the Security System.

CUSTOMER ACKNOWLEDGES THAT THE CUSTOMER HAS BEEN INFORMED BY SSS THAT THE SECURITY SYSTEM'S OPERATION AND PERFORMANCE CAN BE EFFECTED BY CHANGES MADE IN THE PHYSICAL STRUCTURE AND ENVIRONMENT OF THE PREMISES IN WHICH THE SECURITY SYSTEM IS LOCATED. SSS SHALL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER IF THE OPERATION OR PERFORMANCE OF THE SECURITY SYSTEM IS EFFECTED BY ANY CHANGE MADE TO THE PHYSICAL STRUCTURE OR ENVIRONMENT OF THE PREMISES IN WHICH THE SECURITY SYSTEM IS LOCATED, SUCH AS THROUGH THE ERECTION OR PLACEMENT OF ANY WALLS, BARRIERS, OR OTHER OBSTACLES THAT IMPAIR THE TRANSMISSION OR RECEIPT OF SIGNALS, LINES OF SIGHT, OR FIELDS OF VIEW.

H. If hold-up, burglar, medical alert or automatic fire alarm monitoring service is furnished, upon receipt of all associated signals from Customer's premises regarding an alarm condition, SSS agrees to make reasonable efforts to transmit notice of the alarm condition to the appropriate municipal jurisdiction or authority and to Customer by public telephone at such telephone number as has been provided in writing by Customer for this purpose, unless there is reason to assume that an emergency condition does not exist. It is the responsibility of Customer to keep emergency contact names and phone numbers current with SSS by telephone or fax. Customer is responsible for testing the Security System with SSS's monitoring facility on a monthly basis. System monitoring requires a working analog telephone line to transmit all necessary signals to the monitoring facility. SSS shall not be obligated to perform any monitoring service hereunder during any time when the Customer's telephone or telephone equipment is not working properly or when the transmission line is cut, disrupted, interfered with, or becomes damaged or nonoperational. Cellular radio is an offered option as the primary or backup method to transmit the required signals which Customer may accept on the Schedule of Protection. Likewise, SSS shall not be obligated to perform any monitoring services during any time when any related network communications equipment and/or related communications systems are not in proper working condition. The use of DSL, BPL, VoIP or other broadband or Internet-based telephone service may prevent Customer's detection system from transmitting alarm signals to SSS's monitoring facility after it is installed or at any time in the future and/or interfere with the telephone line-seizure feature of the alarm system, if installed. Such services should be installed on a telephone number that is not used for alarm signal transmission. SSS shall have no liability for delay in installation of the Security System or damage to the Security System or interruption of monitoring service due to strikes, riots, floods, fires, lightning, static electricity, wind, or acts of God or any other cause beyond the control of SSS, and shall not be required to supply monitoring service to Customer for so long as such interruption of service due to any cause shall continue. Further, SSS shall not be liable for any loss or damage caused by any delay in response time or non-response of any emergency personnel, law enforcement, or other authorities notified by SSS's monitoring facility.

I. Customer authorizes SSS to perform or cause to be performed the work necessary to install and initially inspect and test the Security System in the Customer's premises. Such work shall be performed between 8:00am-4:30pm on normal business days, excluding weekends and holidays. Any additional expense resulting from the performance of such work during excluded time periods at Customer's request, or from use of outside contractors for any reason for the performance of any such work that is normally performed by SSS, shall be paid by Customer. At Customer's request, SSS will make or cause to be made, at Customer's expense, any repairs or replacement of the Security System. If any changes or alterations of the Security System are necessitated by the action of any inspection bureau, insurance rating organization, or any other agency having jurisdiction, or by any changes in the Customer's premises, then upon Customer's request, SSS will make such changes or alterations to the Security System, at Customer's expense. Except for the limited warranty in Paragraph D, SSS has no continuing obligation to maintain or repair the Security System, and Customer shall be responsible for the maintenance and repair of the Security System after installation. The Customer shall provide electrical outlets and permits as required by SSS at points designated by SSS through Customer's own meter and expense.

Customer Initials _____

J. SSS may terminate this agreement (i) upon Customer's non-payment of any amount due under this agreement if such amount remains unpaid after ten(10) days written notice to Customer, (ii) upon Customer's breach of this agreement not involving the payment of any amount due under this agreement, or (iii) if Customer does not follow proper operating procedures or use the equipment properly. Upon such termination, SSS shall be entitled to recover from Customer any unpaid fees that have accrued for services previously rendered, and SSS may, at its option, declare the entire unpaid balance of the monitoring fee agreed to be paid by Customer for the remainder of the term then in effect to be immediately due and payable, and SSS shall be entitled to recover the unpaid balance from Customer. If SSS engages the services of an attorney in the collection of any amounts due SSS, SSS shall be entitled to recover its costs of collection, including reasonable attorney's fees, to the extent permitted by law.

K. SSS reserves the right to terminate this agreement at any time, on written notice on the happening of any of the following events: (i) SSS is unable to secure or to retain the wire connections or privileges necessary for the transmission of signals by means of conductors between SSS's monitoring facility and the Customer's premises or between SSS's monitoring facility and the municipal jurisdiction or authority; or (ii) the monitoring facility connecting wires, or Security System, or portion thereof, within Customer's premises are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service. Any such termination shall not subject SSS to liability for any damages, including but not limited to consequential damages; however, any advance payment made for service not yet rendered at the effective date of such termination shall be refunded to Customer, except for an amount equal to any installation cost previously incurred. This agreement may likewise be terminated by Customer if its premises are so destroyed or damaged provided that Customer pays any unpaid balance of the installation charge and of the charges accrued hereunder for service rendered prior to the effective date of termination.

L. SSS is not obligated to maintain, repair, replace, operate or assure the operation of any device, system or property belonging to SSS, the Customer or to any third party to which the Security System is attached.

M. SSS shall have the right to increase or decrease the annual charge in Paragraph B at any time or times after the expiration of one year from the date service is operative under this agreement, upon giving Customer written notice 60 days in advance of the effective date of such increase or decrease. If Customer is unwilling to pay such increased charge, Customer may terminate the then unexpired term of this agreement by notifying SSS in writing 30 days prior to the otherwise effective date of the increase, and by paying all accrued charges for service rendered until such date. Any advance payments made for service to be supplied subsequent to the date of such termination shall be refunded to customer. Notwithstanding the foregoing, if, in the opinion of SSS's monitoring facility, Customer's Security System is generating an excessive volume of signals, false alarms, or responsive communications, placing excess demands on the monitoring facility's resources, SSS may, at its election and upon ten (10) days written notice to Customer, (i) increase the annual charge in Paragraph B, or (ii) terminate this agreement.

N. IN THE EVENT CUSTOMER OR ANY PERSON NOT A PARTY TO THIS AGREEMENT SHALL MAKE ANY CLAIM OR FILE ANY LAWSUIT AGAINST SSS, ITS EMPLOYEES, AGENTS, OR SUBCONTRACTORS, FOR FAILURE OF THE SECURITY SYSTEM OR SERVICE IN ANY RESPECT, WHETHER OR NOT CAUSED BY THE PRODUCTS LIABILITY, NEGLIGENCE, PERFORMANCE OR NON-PERFORMANCE OF SSS, ITS EMPLOYEES, AGENTS, AND SUBCONTRACTORS, THEN THE CUSTOMER AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS SSS, ITS EMPLOYEES, AGENTS, AND SUBCONTRACTORS, FROM ANY AND ALL SUCH CLAIMS AND LAWSUITS INCLUDING THE PAYMENT OF ALL DAMAGES, EXPENSES, COSTS AND ATTORNEYS' FEES.

O. Customer does for itself and all parties claiming under the Customer release and discharge SSS, its employees, agents, and subcontractors, from any and all hazards covered by insurance, it being agreed that no insurer shall have the right of subrogation against SSS, its employees, agents, or subcontractors.

P. This agreement is not assignable by Customer except on the prior written consent of SSS. Any assignment of this agreement by Customer without the prior written consent of SSS shall be null and void, and any such attempted assignment shall constitute a breach of this agreement. There is no intent by SSS to create, imply or establish a third party beneficiary or status of rights in any person, other than the rights of the Customer under the terms of this Agreement.

Q. SSS shall have the right to assign this agreement to any person or entity without notice to, or permission from, the Customer, and upon such assignment, SSS shall be relieved of any obligations created under this agreement. SSS shall have the right to subcontract any services it may perform under and pursuant to this agreement, and SSS shall not be liable for any loss or damage sustained by Customer caused by the negligence or other nonperformance of such third parties. This agreement, including disclaimers of warranty, exemptions from liability, even for negligence, limitation of liability and indemnifications inure to the benefit of and are applicable to any assignees, subcontractors and central station monitoring facilities of SSS.

R. This agreement is not binding unless approved in writing by an authorized representative of SSS. If such approval is not obtained, the only liability of SSS shall be to return to Customer the amount, if any, paid to SSS upon the signing of this agreement by sales representative.

S. The parties acknowledge and agree that a faxed, digital, or electronic copy of the signature of any party to this Agreement shall be valid and binding upon the parties for all purposes.

T. This writing (together with any individually signed separate service agreements and riders or amendments pertaining to this agreement) is intended by the parties as the final expression of their agreement with respect to the subject matter contained herein and also as the complete and exclusive statement of the terms of such agreement, notwithstanding any prior, contemporaneous or subsequent purchase order or other document relating to said subject matter. There is no course of dealing or usage of the trade that would supplement or conflict with its terms. This agreement may only be amended in writing signed by both parties.

U. This agreement shall be governed by the laws of the State of Iowa, and any legal proceeding brought with respect to this agreement must be brought in the Iowa District Court for Polk County, and the Customer consents to the exclusive jurisdiction of such court and waives any objection as to the venue of such court. Any action by the Customer against SSS must be commenced within one year of the accrual of the cause of action or shall be barred.

V. If any of the terms or provisions of this agreement shall be determined to be invalid or inoperative, all of the remaining terms and conditions shall remain in full force and effect.

W. Consent to Call Customer and Call List. Customer, for Customer and as the authorized agent of each person on the alarm call list, consents to SSS, the SSS monitoring facility, and any subcontractors on SSS's behalf (i) calling each such person's cell phone or other mobile device; (ii) using automatic dialers; and (iii) using a technology known as "robocalling" (unless such person notifies SSS that the opt out of this clause (iii).

X. RESIDENTIAL CUSTOMERS ONLY; You, the Customer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the attached notice of cancellation form for an explanation of this right.

 5/21/19
Customer Approval Signature and Date

SSS Sales Representative Signature and Date

Authorized SSS Representative

**NOTICE OF CANCELLATION
(Residential Customers Only)**

(Date)

You may **CANCEL** this transaction, without any penalty or obligation, within **THREE BUSINESS DAYS** from the above date.

If you cancel, any property traded in, any payments made by you under the contract or sale, and any negotiable instrument executed by you will be returned within **TEN BUSINESS DAYS** following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be canceled.

If you cancel, you must make available to the seller at your residence, in substantially as good condition as when received, any goods delivered to you under this contract or sale; or you may if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk.

If you do not agree to return the goods to the seller or if the seller does not pick them up within twenty days of the date of your Notice of Cancellation, you may retain or dispose of the goods without any further obligation.

To cancel this transaction, mail or deliver a signed and dated copy of this cancellation notice or any other written notice, or send a telegram, to Strauss Security Solutions at 4663 - 121st Street, Urbandale, Iowa 50323, **NOT LATER THAN MIDNIGHT OF** _____ **(Date)**

I HEREBY CANCEL THIS TRANSACTION.

(Date)

(Customer's signature)



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

Memorandum

To: Story County Board of Supervisors

Through: Michael D. Cox, Director *[Signature]*

From: Luke Feilmeier, Park Ranger

Date: May 21, 2019

Re: Consideration of Contract between Gene Ridgeway and Story County Conservation Board for Campground Attendant duties at Hickory Grove Park from May 20 to September 8, 2019

The attached contract with Gene Ridgeway secures his services as Campground Attendant at Hickory Grove Park for the summer of 2019. This will be the first summer for Mr. Ridgeway to serve as Campground Attendant.

The Story County Conservation Board recommends your approval.

Hickory Grove Campground Attendant Contract
Story County Conservation Board
56461 180th Street, Ames, IA 50010
515-232-2516- FAX 515-232-6989

This Agreement is entered into between Gene Ridgeway, hereinafter called the Campground Attendant, and the Story County Conservation Board, hereinafter called the Department, and is effective on the date last signed below.

Whereas, the Department desires to hire a Campground Attendant for Hickory Grove Park;

Whereas, the Campground Attendant is prepared to and shall furnish Campground Attendant services;

Now therefore, the Department and the Campground Attendant do hereby mutually agree as follows:

1. The selected Campground Attendant is a hired person doing contracted labor. Wage for this labor shall be at the rate of \$240.00/week (paid bi-weekly). Campground Attendant shall log actual hours worked per week and shall not work more than 33 hours in one week. The only compensation paid or provided to Campground Attendant as provided in this Agreement and any other representation to the contrary is void.

The Campground Attendant will not be considered an agent or employee of Story County and will not be eligible for nor have any right to claim benefits, compensation, or damages from Story County.

2. The Campground Attendant will be provided a campsite (valued at \$17/night) within Hickory Grove Park for a period of 16 weeks commencing on Monday, May 20, 2019 and terminating on Sunday, September 8, 2019. Payment of camping fees for the time period shown above by the Campground Attendant will be waived by the Department in return for services rendered. Campground Attendant will be solely responsible for any necessary reporting to any taxing or similar entity of the benefit of receiving the campsite at no cost by virtue of this Agreement. If, for any reason, this Agreement terminates before the term indicated herein, Campground Attendant shall immediately vacate the campsite.
3. Actual daily scheduled service time will be arranged between the Campground Attendant and the Park Ranger. The Campground Attendant is expected to perform his/her duties daily. The Campground Attendant shall be willing and able to assist campers and the Department staff outside regular scheduled hours as needed.
4. A visible sign will be placed on the Campground Attendant's campsite by the Department designating said campsite as belonging to the Campground Attendant. Campsite occupants other than Campground Attendant must be approved in writing by Park Ranger.

5. The duties of the Campground Attendant will be those listed in the "Story County Conservation Department Campground Attendant Duties List." Those duties are incorporated herein by reference. By signing below, Campground Attendant acknowledges that he/she has reviewed the job description and asserts that he/she is ready, willing, and able to perform the associated job functions and duties during the term of this Agreement.

The contractor may, at their discretion and subject to Story County Conservation approval, employ such other person or persons as desired to assist required work under this contract. Any employee hired by the contractor will be at contractor's sole expense, and contractor shall assume all liability for any such person(s), including for workers compensation benefits or damage any such employee may do to county property or persons or property present on county owned land. Further, any such person will not be considered an agent or employee of Story County and will not be eligible for nor have any right to claim benefits, compensation, or damages from Story County. Contractor shall have the duty to notify the employee of the limits of Story County's liability and of contractor's duties to contractor's employee(s).

6. The Department, through its supervisor in charge of the area, shall decide all questions which may arise as to the quality, fitness, promptness, and acceptability of service provided by the Campground Attendant to the Department. The supervisor may void or cancel this Campground Attendant agreement by giving oral notice to the Campground Attendant and Director that the Agreement is terminated. That determination and decision shall be final and conclusive.
7. The Story County Conservation Board or the Campground Attendant may terminate this agreement at any time during the period covered by this agreement by giving 48 hours notice to the Park Ranger.

Signature: Gene Ridgway
Campground Attendant

4/22/19
Date

Signature: Craig Meyer
Chair, Story County Conservation Board

5/13/19
Date

Signature: Mudawher
Chair, Story Co. Board of Supervisors

5/21/19
Date

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

(Contracted Services)

Under the provision of Section 3401 of the Internal Revenue Code of 1954, an employer must withhold tax from all remuneration actually or constructively paid to an employee. This agreement covers professional services provided by Gene Ridgeway as an independent contractor. Gene Ridgeway assumes all responsibility for payroll taxes and required FOAB contributions.

In general, an individual who is subject to the control and direction of another only as to the results of their work, and not as the means by which it is accomplished, is an independent contractor and not an employee.

AGREEMENT

- NAME OF CONTRACTOR: Gene Ridgeway
- MAILING ADDRESS: Box 184 Roland, IA 50236
- BUSINESS PHONE NUMBER: 515-450-3139
1. DESCRIPTION OF SERVICES: Campground Attendant – cleaning, assisting campers, selling firewood
2. DATE(S): May 20, 2019 – September 8, 2019
3. TIME(S): As agreed upon with park ranger
4. LOCATION: Hickory Grove Park – Colo, Iowa
5. PROFESSIONAL FEES: \$480.00 bi-weekly
6. SPECIAL CONDITIONS: None

CERTIFICATION

I certify that I have read the above statement regarding the requirements of the IRS for an “independent contractor,” and I assume the responsibility for payroll and FOAB contributions. I agree to the conditions stated above for services provided by myself to Story County.

Signature Gene Ridgeway

Date 4/22/19

Approved by Mudamiker

Date 5/21/19

W-9 completed yes



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

Memorandum

To: Story County Board of Supervisors
Through: Michael D. Cox, Director 
From: Jerry Keys, Environmental Education Coordinator
Date: May 21, 2019
Re: Consideration of Contract with Applied Art and Technology for the Creation of an Interactive Touch Screen for Tedesco Environmental Learning Corridor.

The attached contract with Applied Art and Technology secures their services to create an interactive touch screen display about the Tedesco Environmental Learning Corridor to be placed in the ISU Research Park CORE facility. This is an integral part of the interpretive plan and will allow users to interact with the site in unique and informative ways. This expense is included in the project budget. The cost range for this contract is \$48,895 and \$49,395.

Story County Conservation Board recommends your approval of this Contract.


Approval

5-21-19
Date

Disapproval

Date

ESTIMATE V1

CLIENT: Story County Conservation
CONTACT: Jerry Keys
PROJECT: Tedesco Environmental Learning Corridor Interactive
DATE: April 24, 2019
AAT CONTACT: A. Mark Wilke or Karri Higgins – 515.331.7400

Overview

The goal of this interactive, which will be housed in the Core Facility, is to give visitors a detailed description of the stream restoration project in the Tedesco Environmental Learning Corridor. Applied Art will work with Story County Conservation to create an enhanced experience for the average visitor. Based on the provided flowchart (see below), and the amount and variety of information in the flowchart, it's important to avoid creating just an electronic reference guide but to instead create a total user experience that piques the interest of the average person (not already conservation-minded) and encourages them to explore more -- no matter what their interests are initially.

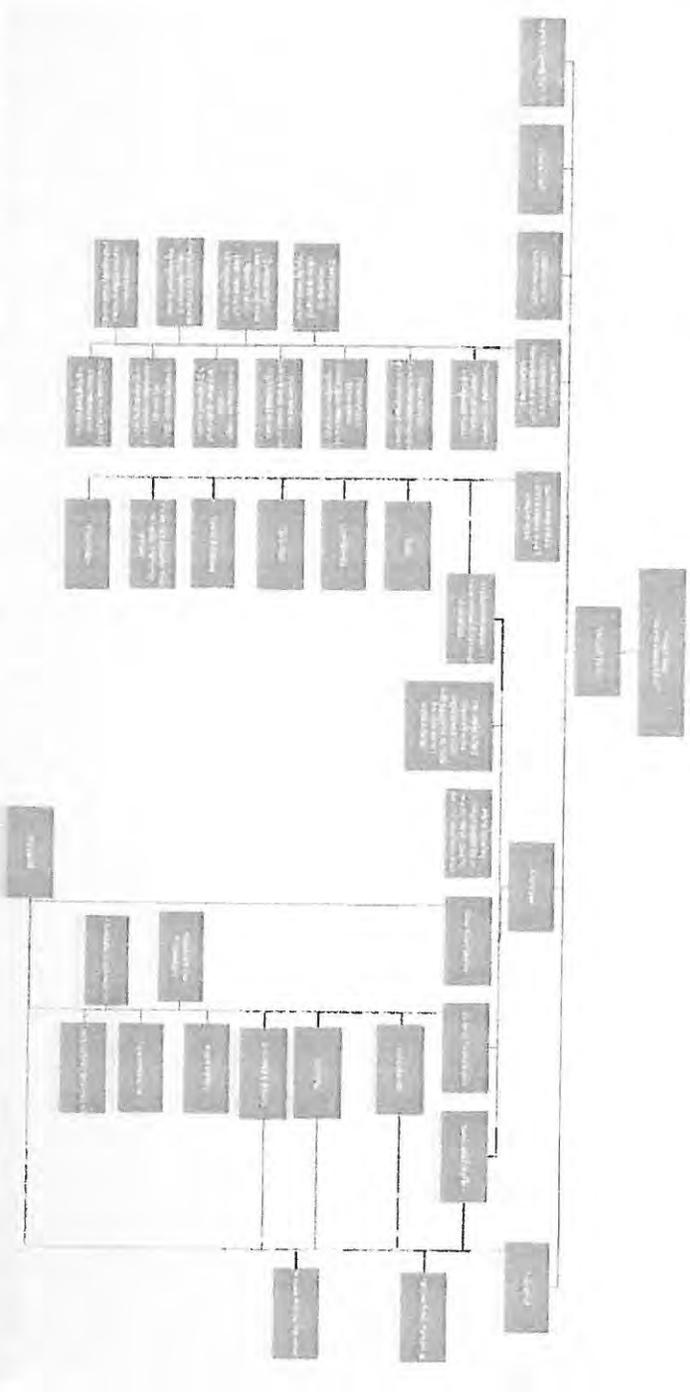
To do this Applied Art recommends doing user research, and then creating user stories based on this research. Then some quick testing would be done to make sure our assumptions are correct. A portion of the user research would be creating a "card sort" to determine the best way to organize the interactive information based on these user interests and not based on just our internal organization.

Card sorting is a method used to help design or evaluate the information architecture of a project's menu or navigation of the interactive. In a card sorting session, participants organize topics into categories that make sense to them, and they may also help you label these groups.

In this development, a user story is an informal, natural language description of one or more features of this interactive. User stories are often written from the perspective of an end user or user of a system. Example in this case: a Use Story could be a Bike Enthusiast, approaching the interactive interested in learning more about the bike trails in the area. We would want to entice them to explore the other topics and areas, not just the bike trails.

The information currently available to create the user stories is included in the provided flowchart and associated assets.

Provided Flowchart



We will develop a user experience that would meet ADA requirements, incorporating either a single 50" multi-touch display into an enclosure that fits the environment. This interactive would be created so that the assets could be updated easily. Our team will provide expertise on best practices for a great experience, planning, design, development, testing and hardware. All concepts and costs are outlined below.

Responsibilities

The Applied Art team will be highly involved with the planning and producing the interactive and audio-visual elements for the Tedesco Environmental Learning Corridor Interactive; the Story County Conservation Team will also have specific responsibilities within the process. These include:

- Providing a single point of contact for the Story County Conservation Team who will be responsible for the management of other team members in meeting deadlines, delivering materials, distributing review materials and assembling team comments.
- Serving as subject matter experts for all messaging and conducting the majority of the research, gathering and organization of content (text, photos, videos, etc.) to be presented.
- Delivering to the Applied Art team organized information, visuals, images, and other resources needed to produce the interactive.
- Planning and implementing any infrastructure requirements needed by the interactive – electrical connections, mounting requirements, network, etc. – prior to installation date.

Estimate

This estimate is based upon the information provided and covers the anticipated hardware and services to design, develop and install the following elements. Estimate does not include any applicable tax, courier, shipping, facility labor, facility power or any facility charges. If details change, a change order may be issued. A contingency of 10 percent may be added.

Interactive Details	Estimate
Services	
Project Management, Hardware Configuration, Software Installation & Documentation	\$5,500
Interactive	
User Research, Planning, Design , Graphic Production , Development & Testing	\$35,300
Hardware	
50" Commercial LCD Multi-touch Display (3840x2160) CPU Floor to Ceiling Mount* (Cathedral Ceiling Adapter & Computer Storage) Cables, Expendables & Supplies	\$7,095
Installation*	\$1,000 - \$1,500
Interactive Budget Range	\$48,895 - \$49,395

*Installation and hardware may change with facility input



Acceptance

By signing this document, I am agreeing, on behalf of my company, to the specifications, pricing and terms of this Estimate and authorizing Applied Art & Technology to proceed with providing the services as shown.

[Handwritten Signature]

Authorized Signature

Linda Murken

Printed Name

Chair, BOS

Title

Story County

Company Name

5/21/19

Date

SUBMIT APPLICATION



Application Profile



Application



NIJ Approved Vests



Submit Application

PLEASE NOTE: Applications for funding may be submitted for the purchase of any armor that meets the established NIJ ballistic or stab standards ordered on or after April 1, 2019. Once the open application period closes, funding levels will be established and all applicants will be notified.

APPLICATION PROFILE

Participant	STORY COUNTY
Fiscal Year	2019
Number of Agencies Applied	1
Total Number of Officers for Application	36
Number of Officers on Approved Applications	36

APPLICATION PROFILE

Fiscal Year 2019

Vest Replacement Cycle 5

Number of Officers 36

Number of Emergency Replacement Needs **Number of Stolen or Damaged Number of Officer Turnover** 0
3

SUBMIT APPLICATION FOR FUNDING FOR BVP APPROVAL

Application for Funding

Name	Quantity	Extended Cost	Tax, S&H*	Total Cost
STORY COUNTY	14	\$10,486.00	\$0.00	\$10,486.00
Grand Totals	14	\$10,486.00	\$0.00	\$10,486.00
Requested BVP Portion of Total Cost, up to:				\$5,243.00

* Total Taxes, Shipping and Handling Cost for each Application

SUBMIT APPLICATION FOR BVP APPROVAL

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a currently valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated average time for all components of a jurisdiction to complete and file this Application for Funding form is two hours. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you may use the Suggestions e-mail option on this BVP web site, or you may write to the BVP, c/o Bureau of Justice Assistance, 810 Seventh Street NW, Washington, DC, 20531.

CEO CERTIFICATION



Application Profile



Application



NIJ Approved Vests



Submit Application

CERTIFICATION

General Certification

**U.S. Department of Justice
Office of Justice Programs**

**Bulletproof Vest Partnership Grant
Certifications and Assurances
by the Chief Executive of the Applicant Government**

On behalf of the applicant, and in support of this application for an award under the Bulletproof Vest Partnership (BVP) Grant program, I certify under penalty of perjury to the Office of Justice Programs (OJP), U.S. Department of Justice (Department), that all of the following are true and correct:

- a. I have the authority, as chief executive of the applicant to make the following representations on behalf of myself and the applicant. I understand that these representations will be relied upon as material in any OJP decision to make an award to the applicant based on its application.
- b. The applicant has the legal authority to apply for the federal assistance sought by the application, and that it has funds sufficient to pay any required non-federal share of project costs.
- c. I assure that, throughout the period of performance for the award (if any) made by OJP based on the application, the applicant will-
 - i. comply with all award requirements and all federal statutes and regulations applicable to the award;

- ii. require all subrecipients to comply with all applicable award requirements and all applicable federal statutes and regulations; and
 - iii. maintain safeguards to address and prevent any organizational conflict of interest, and also to prohibit employees from using their positions in any manner that poses, or appears to pose, a personal or financial conflict of interest.
- d. The applicant understands that the federal statutes and regulations applicable to the award (if any) made by OJP based on the application specifically include statutes and regulations pertaining to civil rights and nondiscrimination, and, in addition-
 - i. the applicant understands that the applicable statutes pertaining to civil rights will include section 601 of the Civil Rights Act of 1964 (42 U.S.C. § 2000d); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794); section 901 of the Education Amendments of 1972 (20 U.S.C. § 1681); and section 303 of the Age Discrimination Act of 1975 (42 U.S.C. § 6102);
 - ii. the applicant understands that the applicable statutes pertaining to nondiscrimination may include section 815(c) of Title I of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. § 3789d(c)); section 1407(e) of the Victims of Crime Act of 1984 (42 U.S.C. § 10604(e)); section 299A(b) of the Juvenile Justice and Delinquency Prevention Act of 2002 (42 U.S.C. § 5672(b)); and that the grant condition set out at section 40002(b)(13) of the Violence Against Women Act (42 U.S.C. § 13925(b)(13)) also may apply; and
 - iii. on behalf of the applicant, I make the specific assurances set out in 28 C.F.R. §§ 42.105 and 42.204.
- e. The applicant also understands that (in addition to any applicable program-specific regulations and to applicable federal regulations that pertain to civil rights and nondiscrimination) the federal regulations applicable to the award (if any) made by OJP based on the application may include, but are not limited to, 28 C.F.R. Part 2800 (the DOJ "Part 200 Uniform Requirements") and 28 C.F.R. Parts 22 (confidentiality - research and statistical information), 23 (criminal intelligence systems), and 46 (human subjects protection).
- f. I assure that the applicant will give the Department and the Government Accountability Office, through any authorized representative, access to, and opportunity to examine, all paper or electronic records related to the award (if any) made by OJP based on the application. The applicant agrees that documentation to support the BVP application and payment requests will be kept for at least a three year period.

- g. I certify that submission of this application for funding under the BVP Grant Act constitutes the legally binding acceptance by the applicant of the terms and conditions set forth in the application, and of the BVP program's statutory, regulatory, and programmatic requirements, restrictions, and conditions.
- h. The applicant understands that, in the case of any equipment or products that may be purchased under an award under the BVP Grant Act, it is the sense of the Congress that BVP recipients receiving the assistance should, in expending the award funds, purchase only American-made equipment and products.
- i. No funding received under any other Federal grant program will be used to pay or defer the cost, in whole or in part, of the matching requirement of 31 USC § 10531(1), except as provided in 31 USC § 10531(2) regarding funds appropriated for the activities of any agency of an Indian Tribal government or the Bureau of Indian Affairs.
- j. The applicant EITHER:
- i. did NOT (or will NOT) apply for a Justice Assistance Grant (JAG) Local award for the same fiscal year as that of this application; OR
 - ii. HAS applied for (or WILL apply for) a JAG Local award for the same fiscal year as that of this application and has considered but did NOT (and does NOT) expect to use those JAG Local award funds for any part of the cost of purchasing armor vests (including either the federal or the match portion).

I acknowledge and accept the General Certification

CERTIFICATION

Funding Limits Certification

- a. I acknowledge that all funding awards will be subject to the availability of funds and I acknowledge that there is no guaranteed level of funding associated with the submission of this application to the BVP program.

- b. The applicant will meet its financial and contractual obligations associated with any purchase transactions, regardless of the amount of funding received under this application.

I acknowledge and accept the Funding Limits Certification

CERTIFICATION

Mandatory Wear Policy Certification

- a. The applicant has a written, mandatory-wear policy that establishes general requirements for law enforcement and corrections officers, assigned to uniformed functions, to wear (subject to appropriate exceptions as determined by the applicant) bullet-resistant vests and that this policy is in effect on the date this application is submitted.
- b. I assure that the foregoing written mandatory-wear policy will remain in effect during the service life of any and all vests purchased with federal funds under this award.
- c. To the best of my knowledge and belief, after diligent inquiry and review, this applicant is, at the time this application is submitted, in compliance with the foregoing mandatory-wear policy.
- d. I assure that the applicant will remain in compliance with the foregoing mandatory-wear policy throughout the service life of any and all vests purchased with federal funds under this award.

I acknowledge and accept the Mandatory Wear Policy Certification

CERTIFICATION

Unique Vest Fit Certification

- a. To the best of my knowledge and belief, after diligent inquiry and review, I certify that, at the time this application is submitted-
- i. The criteria and protocols, made available by the BVP program, for providing "uniquely fitted" ballistic or stab-resistant vests to officers have been reviewed.
 - ii. All of the applicant's law enforcement and corrections officers have been provided with access to the ASTM International "Standard Practice for Body Armor Wearer Measurement and Fitting of Armor"-ASTM Standard E3003-and the Justice Information Technology Center's "Personal Armor Fit Assessment".
 - iii. All of the applicant's law enforcement and corrections officers have been notified that, upon their request, they will be provided with the opportunity to receive a protective vest that is uniquely fitted to them.

Note: In the BVP Program, "uniquely fitted vests" means protective (ballistic or stab-resistant) armor vests that conform to the individual wearer to provide the best possible fit and coverage, through a combination of 1) correctly-sized panels and carrier, determined through appropriate measurement, and 2) properly adjusted straps, harnesses, fasteners, flaps, or other adjustable features. The requirement that body armor be "uniquely fitted" does not necessarily require body armor that is individually manufactured based on the measurements of an individual wearer.

I acknowledge and accept the Unique Vest Fit Certification

CERTIFICATION

Signature Acknowledgement Certification

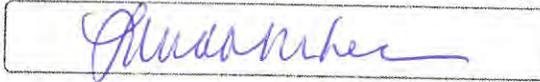
I understand and acknowledge that a materially false, fictitious, or fraudulent statement (or concealment or omission of a material fact) in this certification, or in the application that it supports, may be the subject of criminal prosecution (including under 18 U.S.C. §§ 1001 and/or 1621, and/or 34 U.S.C. §§ 10271-10273), and also may subject me and the applicant to civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. §§ 3729-3730 and 3801-3812). I also acknowledge that payments under OJP programs such as the BVP program, including certifications provided in

connection with such awards, are subject to review by the Department, including by OJP and by the Department's Office of the Inspector General.

I acknowledge and accept the Signature Acknowledgement Certification

SIGNATURE

As the chief executive officer (or designee), authorized to submit this application, I hereby enter my full name in the space provided below:



SUBMIT

BACK

MANAGE RECEIPTS

Below are listings of your agency receipts organized by appropriate status. You can view the details of each receipt by clicking on the **View** link under the Action column. You can create a new receipt by clicking the **Create New Receipt** button.

CURRENT JURISDICTION RECEIPTS

Quantity	Cost
5	\$3,745.00

Receipts

Ordered Date	Vendor ⇅	Fund Type	Quantity ⇅	Tax Shipping & Handling ⇅	Cost ⇅
⊕ 03/07/2019	STREICHERS	Regular Fund	2	\$0.00	\$1,498.00
⊕ 02/11/2019	STREICHERS	Regular Fund	3	\$0.00	\$2,247.00

CREATE NEW RECEIPT

REVIEW BANK INFORMATION



Confirm Payment
Request Submit



Review Banking &
Contact Info

Authorized Designee

Chief Executive
Certification

Please note that if your banking information is not up-to-date, your request for payment may not successfully go through. In addition, if the email address of your Primary Point of Contact has changed, you may fail to receive important information in a timely manner should there be problems with the payment. Therefore, please review the data displayed below and if any of it has changed, then [click here to update with the current Banking information](#).

Total Approved Amount (All Regular Fund)	\$5,373.30
Total Payments Made to Date	\$1,628.30
Total Unpaid Requests to Date	\$1,872.50
Total Deobligated Funds	\$0.00
Amount Available for Additional Requests - 2017	\$0.00
Amount Available for Additional Requests - 2018	\$1,872.50

REVIEW BANKING AND CONTACT INFORMATION

<u>Tax Payer ID Number</u>	426005024
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Primary Point of Contact Email	lellis@storycountyiowa.gov
Bank Name	State Bank and Trust
Routing Number	073921831
Depositor Account	
Account Type	Checking

Certify Banking and Contact Information is Correct

I certify that the above information is correct.

No Yes

SAVE AND CONTINUE

AGENCY INFORMATION

Please make sure your Jurisdiction name is correct since this is how it will appear on your banking form. If the jurisdiction name is incorrect, please contact the BVP Help Desk as shown at the bottom of the left side menu.

AGENCY INFORMATION

Name: STORY COUNTY

Agency Type: County/Parish

Government ID Number: 161085085

* Tax Payer ID Number:  426005024

9 Digit DUNS: 

DUNS 4:

Number of Existing Population: 98105

Number of Existing Full Time
Officers: 31

Number of Existing Part Time
Officers: 5

OFFICE ADDRESS

* Address Line 1: 1315 South B Avenue

Address Line 2:

* City:

State:

IA

* Zip:

CANCEL

SAVE

AGENCY CONTACTS

Please verify your agency contact information.

Note: The role of Primary Point of Contact (POC) is critical to the success of this program. The POC will be required to review and approve the online application and all requests for payment. You will also be making various assurances and certifications with respect to key program guidelines and requirements. **If you feel these responsibilities exceed your authority, please STOP at this point and resume once your authority has been more clearly established.** If you are the Chief Executive, then you will also be acting as the Primary Point of Contact for your jurisdiction.

ASSOCIATED USER INFORMATION HIDE

Name	User Id	Phone Number	Email	Status
Leanna Ellis	lellis@storycountyiowa.gov	(515) 382-6566x7474	lellis@storycountyiowa.gov	Associate

CONTACTS

Chief Executive Officer

* First Name:	<input type="text" value="Linda"/>
* Last Name:	<input type="text" value="Murken"/>
* E-mail:	<input type="text" value="lmurken@storycountyiowa.gov"/>
Fax:	<input type="text" value="(515) 382-7206"/>
* Phone:	<input type="text" value="(515) 382-7202"/>

Chief Financial Officer

* First Name:

* Last Name:

* E-mail:

Fax:

* Phone:

 Point of Contact

* First Name:

* Last Name:

* E-mail:

Fax:

* Phone:

OFFICE ADDRESS

* Address Line 1:

Address Line 2:

County:

* City:

* State:

* Zip:

AUTHORIZED DESIGNEE

The Authorized Designee must be an employee of the jurisdiction. Contractors and third party vendors may not complete the certification process, nor may they be listed as an authorized designee contact.



Confirm Payment
Request Submit



Review Banking &
Contact Info



Authorized Designee

Chief Executive
Certification

AUTHORIZED DESIGNEE

Title: Mrs.

First Name: Leanna

Middle Initial: J

Last Name: Ellis

Phone: (515) 382-6566x7474

Fax: (515) 382-7479

Email: lellis@storycountyiowa.gov

*** My authorized designee information is correct:** Yes No

SAVE

CANCEL

CEO CERTIFICATION



Confirm Payment
Request Submit



Review Banking &
Contact Info



Authorized Designee



Chief Executive
Certification

CERTIFICATION

CHIEF EXECUTIVE CERTIFICATION

Your submission of this Request for Payment as Chief Executive of your Jurisdiction for reimbursement under the Bulletproof Vest Partnership Grant Act represents your legal binding acceptance of the terms set forth on this form and your statement of the truthfulness and accuracy of representations made in this form.

CHIEF EXECUTIVE CERTIFICATION

CERTIFICATION SIGNATURE

Are you the chief executive
officer:

Yes
 No

As the Chief Executive or Authorized Designee requesting payment to this Jurisdiction for vests received, please enter your name in the space provided:

Signature:

**EMPLOYEE BENEFIT SYSTEMS
THIRD PARTY ADMINISTRATION SERVICE AGREEMENT**

THIS AGREEMENT, effective July 1, 2019 (the "Effective Date"), is made by and between County of Story, Iowa ("Client"), an Iowa entity, and Two Rivers Insurance Company, Inc., d/b/a Employee Benefit Systems, an Iowa corporation ("Administrator").

WHEREAS, Client desires to retain Administrator to provide certain administrative services on behalf of the Client on the terms and conditions contained in this Agreement; and

WHEREAS, Administrator agrees to provide certain administrative services on behalf of Client on the terms and conditions contained in this Agreement;

NOW THEREFORE, in consideration of these promises and the mutual promises set forth in this Agreement, the parties hereby agree as follows:

1. SERVICES AND FEES OF ADMINISTRATOR.

Client appoints Administrator as its agent to provide administrative services, subject to the terms and conditions of this Agreement. Administrator shall have only such authority as granted expressly by this Agreement. Administrator shall not have authority to make any agreement binding upon Client.

In consideration of the fees outlined in the Verification of Purchase (VOP), Addendum A, Administrator agrees to provide claims payment, administrative and enrollment services for Client. These services shall include but not be limited to: the processing and payment, or denial of claims; monthly and yearly reporting of financial and quality indicators and claims data; filing 1099-Med forms to the IRS and providing copies to the provider; and other services as agreed to by the parties from time to time necessary or desirable to administer Client's benefit plan (collective, the "Services").

All Services will be performed with the care, skill, diligence, and impartiality normally expected of a third-party administrator in the insurance industry. Client shall indemnify and hold Administrator harmless for any liability relating to prior reimbursement requests and/or prior administrator.

2. COMPLIANCE WITH LAWS.

Both parties agree that they will comply with all applicable laws, statutes, rules, and regulations. In compliance with the Health Insurance Portability & Accountability Act of 1996 (HIPAA) privacy and security regulations, Administrator shall execute and comply with the Business Associate Agreement attached hereto and incorporated herein by this reference as Addendum B.

3. BOND.

Administrator shall maintain a fidelity bond to reimburse Client in the event of a loss caused by fraud or certain types of misconduct by any employee of Administrator. The bond shall be in an amount that will comply with the Employee Retirement Income Security Act of 1974 (ERISA) guidelines for the relevant plan size.

4. INSURANCE.

Administrator shall obtain and maintain such insurance as is necessary or appropriate to insure its ability to comply with all applicable laws and regulations, including but not limited to E&O insurance.

5. INDEPENDENT CONTRACTOR.

The relationship between Client and Administrator is intended to be that of an independent contractor. Nothing in this Agreement shall be construed to create any association, partnership, joint venture, agency or employment relationship of any kind between Client, or any employee or agent of Client, and Administrator.

6. STATUS OF ADMINISTRATOR.

Administrator hereby represents and warrants that neither Administrator nor, to the best of its knowledge, its employees or subcontractors have been charged with a criminal offense that would interfere with Administrator's ability to provide Services.

7. LICENSES.

Administrator represents and warrants that it (a) possesses the necessary licenses from regulatory authorities to perform its duties under this Agreement and (b) is a corporation duly organized and existing and in good standing under the laws of the State of Iowa.

8. RECORDS.

All records in Administrator's possession shall be kept by Administrator for a period of eight (8) years plus one (1) day in accordance with Administrator's policy and procedure.

9. CONFIDENTIALITY.

Each party acknowledges that it will have access to information that is confidential and proprietary. Each party shall keep all confidential information as strictly confidential and will not use such information except as required in the performance of the administrative services, or as required by law. This Section 9 is in addition to any privacy or confidentiality rules imposed by law, including but not limited to, HIPAA.

The duties of the parties under this Section 9 shall survive termination of this Agreement.

10. COMPENSATION.

Client shall pay Administrator an administrative fee, as described in Addendum A to this Agreement, as compensation for performance under this Agreement. Such fee shall be in full satisfaction of all services performed pursuant to this Agreement. Administrator will bill Client monthly for the administration fee. Payment terms for administrative fees are due the first of the month for which service is provided. Participants of Client's plan who are on leave of absence, early retirement and/or COBRA extensions will be counted as employees for purposes of calculating the fee on Addendum A. Administrator may unilaterally change the fees outlined in Addendum A with 60 days prior notice to Client. Administrator may only increase fees once in a 12-month period.

All explanation of benefit (EOB) forms, and computerized checks used by Administrator will be provided at Administrator's expense. Booklet printing charges are not contemplated under this agreement and will be separately contracted for as necessary. Enrollment information can be provided in an electronic pdf format upon request. Printed material will be quoted at an additional cost.



11. PAYMENT OF PREMIUM; INTEREST ON LATE PAYMENTS.

Amounts billed for all EBS Services or Consolidated Billing Services must be received in full as billed by the 1st of the month in which it is due. The client agrees to pay to EBS, in EBS's office the full billed invoice amount when due. Such payment may be made by wire transfer, check, automatic funds withdrawal, or electronic means. If Client elects automatic funds withdrawal, it shall execute the necessary authorization.

If the Client fails to make payments in full when due, the invoice shall include an interest charge on the current invoice from the due date until payment is made in full at the then current prime rate as published periodically in the Midwest edition of The Wall Street Journal plus two percent (2%). Late fees are calculated on the entire premium amount due regardless of any partial payments. The acceptance by EBS of any late payments or partial payments shall not constitute a waiver of any rights under this Agreement. If Client fails to make payments when due for two or more consecutive months, EBS may impose additional late fees of up to eighteen percent (18%) per annum.

If Client elects to authorize automatic funds withdrawal from a deposit account, the automatic withdrawal shall change periodically to correspond with the applicable premium and fees. Client's authorization for automatic funds withdrawal shall include authorization for automatic withdrawal of any changed amount unless Client calls or provides its bank with written notice not less than three (3) business days before a scheduled withdrawal to stop the payment. If Client calls its bank to stop payment, Client may be required to provide a written request within fourteen (14) days after the call. Client will be responsible for any fee assessed by its bank for stop-payment orders made by Client.

If Client pays more than the full billed monthly invoice amount, EBS will give the appropriate credit to the following months invoice. EBS will not issue refund checks for invoice overpayment.

12. FINANCIAL REQUIREMENTS.

Client shall provide administrator access to a checking account to be used by Administrator for payment of Client's claims, premiums and monthly administration fees, and other expenses under this Agreement. Client will be responsible for any fees or service charges relating to this account. The funding of the checking account will be the responsibility of the Client. Administrator will not pre-fund any claim payments, premiums, or costs and neither Administrator nor its employees or officers shall be liable for any such amounts. Administrator will not be liable for any claims resulting from a group's termination due to lack of adequate funding by Client to Administrator.

13. CLIENT RESPONSIBILITIES.

Specific responsibilities of Client and Administrator are set forth on Addendum C. In addition, Client, as the plan sponsor, shall serve as the named fiduciary and Plan Administrator for purposes of ERISA, if applicable.

Client shall notify Administrator in writing of eligibility of new members and those persons that are no longer eligible for benefits. Until Client notifies Administrator of termination or loss of benefit coverage, Client will be responsible for any claim or other benefit paid.

Client hereby authorizes Administrator to draw checks, drafts or other instruments for the payment and/or processing of benefits in accordance with the terms and conditions of this Agreement against any account maintained and designated by Client for this purpose. Client is solely responsible for funding the plans and for ensuring there is sufficient funds to pay claims and expenses.

In the event of delayed filing of subrogation or similar claims by any person or entity, including by any Government agency, Client will retain responsibility for all benefits payable under the health care plan in effect at the time the loss is incurred. Administrator shall handle any such matters in a timely manner. If Client has retained another Administrator when such an event happens, Administrator shall provide any information it may have related to the subrogation matter as soon as possible.

14. CLAIMS APPEALS.

Administrator shall refer to Client or Client's designee, for final determination, any claim for benefits or coverage that is appealed after initial rejection by the Administrator. Administrator shall similarly refer to Client or Client's designee any class of claims the Client may specify, including: (a) any question of eligibility or entitlement of the claimant for coverage under the Plan; (b) any question with respect to the amount due; or (c) any other appeal.

15. TERM & TERMINATION.

- a. **Term.** The initial term of this Agreement shall be for one (1) year from the Effective Date. This Agreement shall renew automatically each year unless a party gives written notice of termination to the other party with a minimum of (30) days prior to the end of any term. Penalty fee for less than 30 day notice listed in Addendum A.
- b. **Termination.** This Agreement shall terminate:
 - i. By the procedure stated in subparagraph (a) above;
 - ii. By mutual agreement of the parties;
 - iii. By either party, if, after giving written notice of any material breach, the breaching party fails to correct such breach within 30 days of receipt of such written notice.
- c. **Post Termination Duties.** Except as otherwise stated in this Agreement, the parties shall have no duties upon termination of this Agreement except to settle their accounts, including payment of any indebtedness, and to carry out any residual obligations which arose while this agreement was in force. The duties of Section 9 shall survive the termination of this Agreement.
- d. **Termination Reporting.** If Client has retained another administrator, when such an event happens, Administrator shall provide accumulator data to the new administrator. The accumulator data will be provided one (1) time within 30 days of termination. If Administrator is to process Run-Out Claims, the accumulator data will be provided one (1) time after the Claims Run-Out agreement expires. Should the Client need additional reporting, reports may be generated at the special programming request priced in the fee schedule (Addendum A).
- e. **Post Termination Run-Out.** Administrator shall offer to process any run-out claims for a period of three (3) months, for a fee equal to the then current cost per employee per month (PEPM cost) multiplied by the number of participants on the date of termination. The agreed upon fee, based upon the number of months of run-out, must be paid in full before any run-out claims will be processed.

16. INDEMNIFICATION AND HOLD HARMLESS/LIMITATION OF LIABILITY.

- a. Client shall indemnify and hold Administrator harmless from and against any and all claims, demands, lawsuits, losses, liabilities, damages, expenses, attorney's fees, judgments, settlements, or other obligations resulting from, or arising out of, any act or omission of Client in connection with this Agreement, including the Services provided, or not provided, under this



Agreement. In addition, Client shall indemnify and hold Administrator harmless from and against any liability, expense, demand, or other obligation resulting from or arising out of any premium charge, tax, or similar assessment (federal or state), for which Client is liable. Client shall also have the indemnification obligation described in Section 1.

- b. Administrator shall indemnify and hold Client harmless from and against any and all claims, demands, lawsuits, losses, liabilities, damages, expenses, attorney's fees, judgments, settlements, or other obligations resulting from, or arising out of, any act or omission of Administrator in connection with this Agreement, including the Services provided, or not provided, under this Agreement.
- c. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, ADMINISTRATOR DOES NOT MAKE AND HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING ANY OF THE SERVICES EMPLOYEE BENEFIT SYSTEMS PROVIDES OR ARRANGEMENTS TO PROVIDE UNDER THIS AGREEMENT. IN NO EVENT SHALL ANY PARTY BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OF SPECIAL DAMAGES, LOSS OF DATA OR LOSS PROFITS, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATION OF LIABILITY REPRESENTS THE ALLOCATION OF RISK BETWEEN THE PARTIES AS REFLECTED IN THE PRICING HEREUNDER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

17. GENERAL PROVISIONS.

- a. **Entire Contract; Amendment.** This agreement and any addendums or exhibits contain the entire agreement between the parties with respect to the subject matter herein and may be amended only by a writing signed by both parties. This Agreement supersedes any and all previous contracts, stipulations and agreements, written or oral, between the parties with respect to the subject matter herein.
- b. **Applicable Law.** This Agreement shall be deemed to be an Iowa contract, and shall be construed and governed by the laws of such state.
- c. **No Assignment.** Neither party may assign its rights or obligations hereunder without the prior written consent of the other, provided however that Administrator may assign the Agreement to a related entity or to any successor in a corporate reorganization or restructuring, without consent. Client acknowledges that Administrator may assign, subcontract, or otherwise delegate any of its duties or obligations, provided that such assignment, subcontractor or delegation shall not relieve Administrator of its obligations under this Agreement.
- d. **Waiver.** Failure to enforce any provision of this Agreement does not alter or waive the provision or affect the future enforceability of the provision.
- e. **Severability.** If any term or provision of this Agreement is found invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement. Upon such determination the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible.
- f. **No Third Party Beneficiaries.** This Agreement shall not confer any rights, remedies, claims or obligations on any third party.

Mudakhen

Employer Signature

Chair, BOS

Title

5/21/19

Date

EBS Signature

Title

Date

ADDENDUM (A)
FEE SCHEDULE EFFECTIVE JULY 1, 2019
VERIFICATION OF PURCHASE
COUNTY OF STORY, IOWA

-SEE ADDENDUM (A) ATTACHED TO GROUP RENEWAL PAPERWORK



ADDENDUM (B)
BUSINESS ASSOCIATE AGREEMENT

This Agreement ("Agreement") is effective upon execution by and between Two Rivers Insurance Company, Inc. d/b/a Employee Benefit Systems ("Business Associate") and County of Story, Iowa ("Covered Entity").

Covered Entity and Business Associate mutually agree to comply with the requirements of the implementing regulations at 45 Code of Federal Regulations ("C.F.R.") Parts 160-64 for the Administrative Simplification provisions of Title II, Subtitle F of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). This Agreement shall supersede any prior business associate agreement.

1. PRIVACY AND SECURITY OF PROTECTED HEALTH INFORMATION.

(a) Permitted Uses and Disclosures. Business Associate is permitted to use and disclose Protected Health Information that it creates or received on Covered Entity's behalf or receives from Covered Entity (or another business associate of Covered Entity) and to request Protected Health Information on Covered Entity's behalf (collectively, "Covered Entity's Protected Health Information") as follows:

- (i) *Functions and Activities on Covered Entity's Behalf.* Except as otherwise limited in this Agreement, to perform functions, activities, or services for, or on behalf of Covered Entity as such services may be specified in any underlying agreement(s), provided that such use or disclosure would not violate 45 C.F.R. Part 164, Subpart E "Privacy of Individually Identifiable Health Information" (the "Privacy Rule") or 45 C.F.R. Part 164, Subpart C "Security Standards for the Protection of Electronic Protected Health Information" (the "Security Rule") if done by Covered Entity.
- (ii) *Business Associate's Operations.* For Business Associate's proper management and administration or to carry out Business Associate's legal responsibilities, provided that, with respect to disclosure of Covered Entity's Protected Health Information, either:
 - (a) The disclosure is Required by Law; or
 - (b) Business Associate obtains reasonable assurance in writing from any person or entity to which Business Associate will disclose Covered Entity's Protected Health Information that the person or entity will:
 - (1) Hold Covered Entity's Protected Health Information in confidence and use or further disclose Covered Entity's Protected Health Information only for the purpose of which Business Associate disclosed Covered Entity's Protected Health Information to the person or entity or as Required by Law; and
 - (2) Promptly notify Business Associate (who will in turn notify Covered Entity in accordance with Section 4(a)) of any instance of which the person or entity becomes aware in which the confidentiality of Covered Entity's Protected Health Information was Breached.
- (iii) *Minimum Necessary.* Business Associate will, in its performance of the functions, activities, services, and operations specified in Section 1(a), make reasonable efforts to use, to disclose, and to request only the minimum amount of Covered Entity's Protected Health Information reasonably necessary to accomplish the intended purpose of the use, disclosure or request, except that Business Associate will not be obligated to comply with this minimum necessary limitation if neither Business Associate nor Covered Entity is required to limit the use, disclosure or request to the minimum necessary. Business Associate and Covered Entity acknowledge that the phrase "minimum necessary" shall be interpreted in accordance with the American Recovery and Reinvestment Act and government guidance on the definition.



- (b) Prohibition on Unauthorized Use or Disclosure. Business Associate will neither use nor disclose Covered Entity's Protected Health Information, except as permitted or required by the Privacy Rule, this Agreement, in writing by Covered Entity, or as required by law. This Agreement does not authorize Business Associate to use or disclose Covered Entity's Protected Health Information in a manner that will violate the Privacy Rule or the Security Rule if done by Covered Entity, except as set forth in Section 1(a)(ii).
- (c) Information Safeguards.
- (i) *Privacy of Covered Entity's Protected Health Information.* Business Associate will develop, implement, maintain, and use appropriate administrative, technical, and physical safeguards to protect the privacy of Covered Entity's Protected Health Information. The safeguards must reasonably protect Covered Entity's Protected Health Information from any intentional or unintentional use or disclosure in violation of the Privacy Rule and limit incidental uses or disclosures made pursuant to a use or disclosure otherwise permitted by this Agreement.
- (ii) *Security of Covered Entity's Electronic Protected Health Information.* Business Associate will develop, implement, maintain, and use administrative, technical, and physical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that Business Associate creates, receives, maintains, or transmits on Covered Entity's behalf as required by the Security Rule, 45 C.F.R. Part 164, Subpart C. Business Associate shall comply with all applicable provisions of the Security Rule, 45 C.F.R. Part 164, Subpart C.
- (d) Subcontractors and Agents. Business Associate will require any of its subcontractors and agents, to which Business Associate is permitted by this Agreement or in writing by Covered Entity to disclose Covered Entity's Protected Health Information and/or Electronic Protected Health Information, to agree in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information, including but not limited to compliance with the applicable requirements of 45 C.F.R. Parts 160, 162 and 164. Such agreement between Business Associate and the subcontractor or agent must be made in writing and must comply with the terms of this Agreement and the requirements outlined at 45 C.F.R. §§ 164.504(e) and 164.314.
- (e) Prohibition on Certain Activities. Business Associate shall not: (i) sell Protected Health Information (within the meaning of 45 C.F.R. § 164.508); (ii) use or disclose Protected Health Information for fundraising purposes (within the meaning of 45 C.F.R. § 164.514); (iii) use or disclose Protected Health Information for research (within the meaning of 45 C.F.R. § 164.512); (iv) use genetic information for underwriting purposes (within the meaning of 45 C.F.R. § 164.514); or (v) use or disclose Protected Health Information for marketing purposes (within the meaning of 45 C.F.R. §164.508). Business Associate shall not de-identify Covered Entity's Protected Health Information except if required to perform activities on behalf of Covered Entity, as specified in Section 1(a)(i) of this Agreement.

2. COMPLIANCE WITH TRANSACTION STANDARDS.

If Business Associate conducts in whole or part electronic Transactions on behalf of Covered Entity for which DHHS has established Standards, Business Associate will comply, and will require any subcontractor or agent it involves with the conduct of such Transactions to comply, with each applicable requirement of the Transaction Rule, 45 C.F.R. Part 162 and any related operating rules. Business Associate shall comply with the National Provider Identified requirements, if and to the extent applicable. Business Associate shall provide to Covered Entity any documentation or compliance with the Transaction Rule with Covered Entity may reasonably need, if any, pursuant to section 1104(b) of

the Patient Protection and Affordable Care Act, as amended. Business Associate will not enter into, or permit its subcontractors or agents to enter into, any Trading Partner Agreement in connection with the conduct of Standard Transactions on behalf of Covered Entity that:

- (a) Changes the definition, data condition, or use of a data element or segment in a Standard Transaction;
- (b) Adds any data element or segment to the maximum defined data set;
- (c) Uses any code or data element that is marked “not used” in the Standard Transaction’s implementation specification or is not in the Standard Transaction’s implementation specification; or
- (d) Changes the meaning or intent of the Standard Transaction’s implementation specification.

3. **INDIVIDUAL RIGHTS.**

- (a) **Access.** Business Associate will, within 30 calendar days following Covered Entity’s request, make available to Covered Entity or, at Covered Entity’s direction, to an individual (or the individual’s personal representative) for inspection and obtaining copies Covered Entity’s Protected Health Information about the individual that is in Business Associate’s custody or control, so that Covered Entity may meet its access obligations under 45 C.F.R. §164.524. Effective as of September 23, 2013 and thereafter, if the Protected Health Information is held electronically in a designated record set, then the individual shall have a right to obtain from Business Associate a copy of such information in the electronic form and format requested by the individual, if it is readily producible in such form and format. If it is not so readily producible, Business Associate will provide it in a readable electronic form and format as reasonably requested by Covered Entity or, if Business Associate is dealing directly with the individual, the individual. Business Associate shall provide such a copy to Covered Entity or, alternatively, to the individual directly, if such alternative choice is clearly, conspicuously and specifically made by the individual or Covered Entity. In addition, if the individual’s request for access directs that the Protected Health Information be transmitted directly to another person designated by the individual, Business Associate must provide the copy to the person designated by the individual, provided the individual’s request: (i) is in writing; (ii) is signed by the individual; and (iii) clearly identifies the designated person and where to send the copy of Protected Health Information. If Business Associate provides such a copy to that designated person, Business Associate will promptly notify Covered Entity of this fact.
- (b) **Amendment.** Business Associate will, within 60 calendar days following notice from Covered Entity, amend or permit Covered Entity access to amend any portion of Covered Entity’s Protected Health Information, so that Covered Entity may meet its amendment obligations under 45 C.F.R. §164.526.
- (c) **Disclosure Accounting.** So that Covered Entity may meet its disclosure accounting obligations under 45 C.F.R. §164.528:
 - (i) ***Disclosures Subject to Accounting.*** Business Associate will record the information specified in Section 3(c)(iii) below (“Disclosure Information”) for each disclosure of Covered Entity’s Protected Health Information, not excepted from disclosure accounting as specified in Section 3(c)(ii) below, that Business Associate makes to Covered Entity or to a third party.
 - (ii) ***Disclosures Not Subject to Accounting.*** Business Associate will not be obligated to record Disclosure Information or otherwise account for disclosures of Covered Entity’s Protected Health Information if Covered Entity need not account for such disclosures.

- (iii) *Disclosure Information.* With respect to any disclosure by Business Associate of Covered Entity's Protected Health Information that is not excepted from disclosure accounting by Section 3(c)(ii) above, Business Associate will record the following Disclosure Information as applicable to the type of accountable disclosure made:
 - (a) *Disclosure Information Generally.* Except for repetitive disclosures of Covered Entity's Protected Health Information as specified in Section 3(c)(iii)(b) below, the Disclosure Information that Business Associate must record for each accountable disclosure is (i) the disclosure date, (ii) the name and (if known) address of the entity to which Business Associate made the disclosure, (iii) a brief description of the Covered Entity's Protected Health Information disclosed, and (iv) a brief statement of the purpose of disclosure.
 - (b) *Disclosure Information for Multiple Disclosures.* For multiple disclosures of Covered Entity's Protected Health Information that Business Associate makes for a single purpose to the same person or entity (including Covered Entity), the Disclosure Information that Business Associate must record is either the Disclosure Information specified in Section 3(c)(iii)(a) above for each accountable disclosure, or (i) the Disclosure Information specified in Section 3(c)(iii)(a) above for the first of the repetitive accountable disclosures; (ii) the frequency, periodicity, or number of the repetitive accountable disclosures; and (iii) the date of the last of the repetitive accountable disclosures.
- (iv) *Availability of Disclosure Information.* Business Associate will maintain the Disclosure Information for at least 6 years following the date of the accountable disclosure to which the Disclosure Information relates.

Business Associate will make the Disclosure Information available to Covered Entity within 60 calendar days following Covered Entity's request for such Disclosure Information to comply with an individual's request for disclosure accounting.

- (d) Restriction Agreements and Confidential Communications. Business Associate will comply with any agreement that Covered Entity makes that either (i) restricts use or disclosure of Covered Entity's Protected Health Information pursuant to 45 C.F.R. §164.522(a), or (ii) requires confidential communications about Covered Entity's Protected Health Information pursuant to 45 C.F.R. §164.522(b), provided that Covered Entity notifies Business Associate in writing of the restriction or confidential communication obligations that Business Associate must follow. Covered Entity will promptly notify Business Associate in writing of the termination of any such restriction agreement or confidential communication requirement and, with respect to termination of any such restriction agreement, instruct Business Associate whether any of Covered Entity's Protected Health Information will remain subject to the terms of the restriction agreement.

4. **BREACHES AND SECURITY INCIDENTS.**

(a) Reporting.

- (i) *Privacy or Security Breach.* Business Associate will report to Covered Entity any use or disclosure of Covered Entity's Protected Health Information not permitted by this Agreement or in writing by Covered Entity, along with any Breach as defined by the Privacy Rule (or possible Breach) of Covered Entity's Unsecured Protected Health Information. In connection with this report to Covered Entity, Business Associate will prepare a written risk assessment for each Breach or possible Breach and shall provide a copy of such risk assessment to Covered Entity. Business Associate will make the report to Covered Entity's Privacy Official not more than 30 calendar days after Business

Associate learns of such non-permitted use or disclosure. If a delay is requested by a law enforcement official in accordance with 45 C.F.R. §164-412, Business Associate may delay notifying Covered Entity as outlined in such regulation. Business Associate's report will at least:

- (a) Identify the nature of the Breach or other non-permitted use or disclosure, which will include a brief description of what happened, including the date of any Breach and the date of the discovery of any Breach;
 - (b) Identify Covered Entity's Protected Health Information that was subject to the non-permitted use or disclosure or Breach (such as whether full name, social security number, date of birth, home address, account number or other information were involved) on an individual-by-individual basis;
 - (c) Identify who made the non-permitted use or disclosure and who received the non-permitted disclosure;
 - (d) Identify what corrective or investigational action Business Associate took or will take to prevent further non-permitted uses or disclosures, to mitigate harmful effects and to protect against any further Breaches;
 - (e) Identify what steps the individuals who were subject to a Breach should take to protect themselves;
 - (f) Provide such other information, including a written report, as Covered Entity may reasonably request.
- (ii) *Security Incidents.* Upon the written request of Covered Entity, Business Associate will report to Covered Entity within 30 calendar days any attempted or successful (A) unauthorized access, use, disclosure, modification, or destruction of Covered Entity's Electronic Protected Health Information or (B) interference with Business Associate's system operations in Business Associate's information systems, of which Business Associate becomes aware.

(b) Termination of Agreement.

- (i) *Termination Resulting from the End of Relationship, Functions or Services.* This Agreement shall terminate in the event that the underlying relationship, functions, or services that give rise to the necessity of a Business Associate Agreement terminate for any reason.
- (ii) *Right to Terminate for Breach.* Covered Entity may terminate Agreement in the event Business Associate materially breaches this Agreement and upon written notice to Business Associate of the breach, Business Associate fails to cure the breach within 30 calendar days after receipt of the notice.
- (iii) *Obligations on Termination.*
 - (a) Return or Destruction of Covered Entity's Protected Health Information as Feasible. Upon termination or other conclusion of Agreement, Business Associate will, if feasible, return to Covered Entity or destroy all of Covered Entity's Protected Health Information in whatever form or medium, including all copies thereof and all data, compilations, and other works derived there from that allow identification of any individual who is a subject of Covered Entity's Protected Health Information. Business Associate will require any subcontractor or agent, to which Business Associate has disclosed Covered Entity's Protected Health Information as permitted by Section 1(e) of this Agreement, to if feasible return to Business Associate (so that Business Associate may return it to

Covered Entity) or destroy all of Covered Entity's Protected Health Information in whatever form or medium received from Business Associate, including all copies thereof and all data, compilations, and other works derived there from that allow identification of any individual who is a subject of Covered Entity's Protected Health Information, and certify on oath to Business Associate that all such information has been returned or destroyed. Business Associate will complete these obligations as promptly as possible, but not later than 60 calendar days following the effective date of the termination or other conclusion of Agreement.

- (b) **Procedure When Return or Destruction Is Not Feasible.** Business Associate will identify any of Covered Entity's Protected Health Information, including any that Business Associate has disclosed to subcontractors or agents, as permitted by Section 1(e) of this Agreement, that cannot feasibly be returned to Covered Entity or destroyed and explain why return or destruction is infeasible. Business Associate will limit its further use or disclosure of such information to those purposes that make return or destruction of such information infeasible. Business Associate will require such subcontractor or agent to limit its further use or disclosure of Covered Entity's Protected Health Information that such subcontractor or agent cannot feasibly return or destroy to those purposes that make the return or destruction of such information infeasible. Business Associate will complete these obligations as promptly as possible, but not later than 60 calendar days following the effective date of the termination or other conclusion of Agreement.
- (c) **Continuing Privacy and Security Obligations.** Business Associate's obligation to protect the privacy and safeguard the security of Covered Entity's Protected Health Information as specified in this Agreement will be continuous and survive termination or other conclusion of this Agreement.

5. **GENERAL PROVISIONS.**

- (a) **Inspection of Internal Practices, Books, and Records.** Business Associate will make its internal practices, books, and records relating to its use and disclosure of Covered Entity's Protected Health Information available to Covered Entity and to DHHS to determine Covered Entity's compliance with the Privacy Rule, 45 C.F.R. Part 164, Subpart E.
- (b) **Definitions.** All terms that are used but not otherwise defined in this Agreement shall have the meaning specified under HIPAA, including its statute, regulations and other official government guidance. For purposes of this Agreement, Covered Entity's Protected Health Information encompasses Covered Entity's Electronic Protected Health Information.
- (c) **Amendment to Agreement.** Upon the compliance date of any final regulation or amendment to final regulation promulgated by DHHS that affects Business Associate's use or disclosure of Covered Entity's Protected Health Information or Standard Transactions this Agreement will automatically amend such that the obligations imposed on Business Associate remain in compliance with the final regulation or amendment to final regulation.
- (d) **No Third Party Beneficiaries.** Nothing in this Agreement shall be construed as creating any rights or benefits to any third parties.
- (e) **Delegation to Business Associate.** To the extent the parties agree that Business Associate will carry out directly one or more of Covered Entity's obligations under the Privacy Rule, Business Associate will comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations.

- (f) No Agency Relationship. Both parties agree that Business Associate is not, and shall not be deemed to be, an agent of Covered Entity.

**ADDENDUM (C)
RESPONSIBILITY AGREEMENT**

Responsibility of County of Story, Iowa (“Client”)

1. Group Setup and Renewal Information

- a. Client is responsible for completing, signing, and returning the setup or renewal forms and re-enrollment forms by the designated deadline.
- b. Client is responsible for adopting and amending a plan document as necessary to ensure ongoing compliance with applicable law.

2. Adds, Changes or Terminations

- a. Notices of additions, changes or terminations of members should be sent to the EBS Billing and Enrollment Specialist in a timely manner.
- b. Prior to notifying EBS of a change, Client is responsible for verifying eligibility and qualifying life event documentation i.e. divorce decree, marriage certificate, notarized affidavit of common law marriage, qualified medical child support order, letter from entity describing gain/loss of coverage, indicating name(s) and effective dates of status change, etc.
- c. The maximum adjustment for late notification of additions, changes, or terminations is 60 days from date of receipt by EBS. (Ex: Employee terminates coverage December 1st. EBS is notified April 10th, credit will be given for 60 days prior to April 10th.
- d. EBS is not responsible for claims paid if EBS was not timely notified of a change or termination.

3. Report Verification

- a. Client is responsible for reviewing the EBS Monthly Reports, if applicable, and the Monthly Billing Statement, against Client’s payroll and other records for accuracy and shall timely notify EBS in writing of any errors or inaccuracies.

4. Payroll Reporting for Flex Spending Accounts (if applicable)

- a. Client shall provide the payroll contributions information to EBS in a timely manner.

5. Claim Funding & Premium Determinations (if applicable)

- a. The preferred method of funding the claims account is by Automated Clearing House (ACH).
- b. **If another method is used to fund processed claims, EBS will not hold claims longer than four business days.**
- c. **EBS is not responsible for any overdraft fees or bank charges due to non-funded accounts.**
- d. It is Client’s sole responsibility to determine the level of funding for any self-insured plans, including the amount of any partial self funding.
- e. It is Client’s sole responsibility to determine and communicate to EBS the applicable COBRA premium for any Client sponsored by Client for which EBS provides COBRA administration services.

6. IRS Reporting (if applicable)

- a. Client is responsible to file Annual Reports and other required filings. This includes but not limited to:
 - 5500
 - 509A
 - PCORI
 - 1094-1095C





Group Renewal Information

Plan Year: 07/01/2019-06/30/2020

Employer Information

Employer Name: County of Story, Iowa Tax ID: 42-6005024
Address: 900 6th Street
City: Nevada State: IA Zip: 50201
Telephone: 515-382-7204 Fax: _____
Contact: Alissa Wignall Title: Director of Internal Operations and Human Resources
Email: AWignall@storycountyiowa.gov

Consultant/Broker Information

Agency: Benefits Source, Inc. Telephone: 515-453-9462 ext. 14
Agent Name: Debbie Dean Email: Debbie@benefitssourceinc.com
Account Manager: _____ Email: _____
Account Manager: _____ Email: _____
Address: 4000 Westown Pkwy, Suite 110
City: West Des Moines State: IA Zip: 50266



Partial Self-Funded Plan Renewal

Please attach the primary carrier Summary of Benefits and Coverage (SBC). The Partial Self-Funded (PSF) SBC will be supplied after the completed renewal is received.

Eligibility Information

Eligibility will remain the same as it is currently stated in the Plan Document if no changes are listed below.

Primary Carrier and PSF Plan Information

Primary Carrier: Wellmark Plan Number: (if applicable) _____

Plan Type: Alliance Select - PSF 500

Grandfathered Grandmothered 4th Quarter Carryover

Who must meet the deductible for the family plan to pay at the primary level? 1 person Total Family

In-network and out-of-network deductibles apply toward each other

Primary In-Network		
	Single	Family
Deductible:	\$ 6500	\$ 13000
OPM:	\$ 7350	\$ 14700
Coinsurance:	80/20	

Primary Out-of-Network		
	Single	Family
Deductible:	\$ 7000	\$ 14000
OPM:	\$ 15000	\$ 30000
Coinsurance:	50/50	

PSF Plan Options:

Paperless EOBs Pay the Provider Other Non-PSF Plans, EBS doesn't administer? _____
 ID Cards (additional fees may apply)

Who must meet the deductible for the family plan to pay at the PSF level? 1 person Total Family

In-network and out-of-network deductibles apply toward each other

PSF In-Network		
	Single	Family
Deductible:	\$ 500	\$ 1000
OPM:	\$ 1000	\$ 2000
Coinsurance:	80/20	
Max Benefit:	\$ 6350	\$ 12700

PSF Out-of-Network		
	Single	Family
Deductible:	\$ 1000	\$ 2000
OPM:	\$ 2000	\$ 4000
Coinsurance:	50/50	
Max Benefit:	\$ 13000	\$ 26000

Benefit	Amount		Apply to PSF OPM:
	Primary Carrier	PSF	
Office Visit Copay (s):	\$ 15	\$ 15	<input checked="" type="checkbox"/>
Emergency Room Copay:	\$ 150	\$ 150	<input checked="" type="checkbox"/>
Urgent Care:	\$ 40	\$ 40	<input checked="" type="checkbox"/>
Drug Copay(s):	\$ 10/20/40	\$ 10/20/40	<input checked="" type="checkbox"/>
Drug Deductible:	\$ 0	\$ 0	<input type="checkbox"/>

Additional details/comments: Mail order drugs \$20/40/80

PSF Funding, if applicable

EE: \$ _____ E/SP: \$ _____ E/CH: \$ _____ FAM: \$ _____



Partial Self-Funded Plan Renewal

Please attach the primary carrier Summary of Benefits and Coverage (SBC). The Partial Self-Funded (PSF) SBC will be supplied after the completed renewal is received.

Eligibility Information

Eligibility will remain the same as it is currently stated in the Plan Document if no changes are listed below.

Primary Carrier and PSF Plan Information

Primary Carrier: Wellmark Plan Number: (if applicable) _____
 Plan Type: Alliance Select - 1000
 Grandfathered Grandmothered 4th Quarter Carryover

Who must meet the deductible for the family plan to pay at the primary level? 1 person Total Family

In-network and out-of-network deductibles apply toward each other

Primary In-Network		
	Single	Family
Deductible:	\$ 6500	\$ 13000
OPM:	\$ 7350	\$ 14700
Coinsurance:	80/20	

Primary Out-of-Network		
	Single	Family
Deductible:	\$ 7000	\$ 14000
OPM:	\$ 15000	\$ 30000
Coinsurance:	50/20	

PSF Plan Options:

Paperless EOBs Pay the Provider Other Non-PSF Plans, EBS doesn't administer? _____
 ID Cards (additional fees may apply)

Who must meet the deductible for the family plan to pay at the PSF level? 1 person Total Family

In-network and out-of-network deductibles apply toward each other

PSF In-Network		
	Single	Family
Deductible:	\$ 1000	\$ 2000
OPM:	\$ 2000	\$ 4000
Coinsurance:	80/20	
Max Benefit:	\$ 5350	\$ 10700

PSF Out-of-Network		
	Single	Family
Deductible:	\$ 2000	\$ 4000
OPM:	\$ 4000	\$ 8000
Coinsurance:	50/50	
Max Benefit:	\$ 11000	\$ 22000

Benefit	Amount		Apply to PSF OPM:
	Primary Carrier	PSF	
Office Visit Copay (s):	\$ 15	\$ 15	<input checked="" type="checkbox"/>
Emergency Room Copay:	\$ 150	\$ 150	<input checked="" type="checkbox"/>
Urgent Care:	\$ 40	\$ 40	<input checked="" type="checkbox"/>
Drug Copay(s):	\$ 10/20/40	\$ 10/20/40	<input checked="" type="checkbox"/>
Drug Deductible:	\$ 0	\$ 0	<input type="checkbox"/>

Additional details/comments: Mail order drugs \$20/40/80

PSF Funding, if applicable

EE: \$ _____ E/SP: \$ _____ E/CH: \$ _____ FAM: \$ _____



Partial Self-Funded Plan Renewal

Please attach the primary carrier Summary of Benefits and Coverage (SBC). The Partial Self-Funded (PSF) SBC will be supplied after the completed renewal is received.

Eligibility Information

Eligibility will remain the same as it is currently stated in the Plan Document if no changes are listed below.

Primary Carrier and PSF Plan Information

Primary Carrier: Wellmark Plan Number: (if applicable) _____

Plan Type: Blue Choice - PSF 500

Grandfathered Grandmothered 4th Quarter Carryover

Who must meet the deductible for the family plan to pay at the primary level? 1 person Total Family

In-network and out-of-network deductibles apply toward each other

Primary In-Network		
	Single	Family
Deductible:	\$ 6500	\$ 13000
OPM:	\$ 7350	\$ 14700
Coinsurance:	80/20	

Primary Out-of-Network		
	Single	Family
Deductible:	\$ 7000	\$ 14000
OPM:	\$ 15000	\$ 30000
Coinsurance:	50/50	

PSF Plan Options:

Paperless EOBs Pay the Provider Other Non-PSF Plans, EBS doesn't administer? _____
 ID Cards (additional fees may apply)

Who must meet the deductible for the family plan to pay at the PSF level? 1 person Total Family

In-network and out-of-network deductibles apply toward each other

PSF In-Network		
	Single	Family
Deductible:	\$ 500	\$ 1000
OPM:	\$ 1000	\$ 2000
Coinsurance:	80/20	
Max Benefit:	\$ 6350	\$ 12700

PSF Out-of-Network		
	Single	Family
Deductible:	\$ 1000	\$ 2000
OPM:	\$ 2000	\$ 4000
Coinsurance:	50/50	
Max Benefit:	\$ 13000	\$ 26000

Benefit	Amount		Apply to PSF OPM:
	Primary Carrier	PSF	
Office Visit Copay (s):	\$ 15	\$ 15	<input checked="" type="checkbox"/>
Emergency Room Copay:	\$ 150	\$ 150	<input checked="" type="checkbox"/>
Urgent Care:	\$ 40	\$ 40	<input checked="" type="checkbox"/>
Drug Copay(s):	\$ 10/20/40	\$ 10/20/40	<input checked="" type="checkbox"/>
Drug Deductible:	\$ 0	\$ 0	<input type="checkbox"/>

Additional details/comments: Mail order drugs \$20/40/80

PSF Funding, if applicable

EE: \$ _____ E/SP: \$ _____ E/CH: \$ _____ FAM: \$ _____



Partial Self-Funded Plan Renewal

Please attach the primary carrier Summary of Benefits and Coverage (SBC). The Partial Self-Funded (PSF) SBC will be supplied after the completed renewal is received.

Eligibility Information

Eligibility will remain the same as it is currently stated in the Plan Document if no changes are listed below.

Primary Carrier and PSF Plan Information

Primary Carrier: Wellmark Plan Number: (if applicable) _____

Plan Type: Blue Choice - PSF 1000

Grandfathered Grandmothered 4th Quarter Carryover

Who must meet the deductible for the family plan to pay at the primary level? 1 person Total Family

In-network and out-of-network deductibles apply toward each other

Primary In-Network		
	Single	Family
Deductible:	\$ 6500	\$ 13000
OPM:	\$ 7350	\$ 14700
Coinsurance:	80/20	

Primary Out-of-Network		
	Single	Family
Deductible:	\$ 7000	\$ 14000
OPM:	\$ 15000	\$ 30000
Coinsurance:	50/20	

PSF Plan Options:

Paperless EOBs Pay the Provider Other Non-PSF Plans, EBS doesn't administer? _____
 ID Cards (additional fees may apply)

Who must meet the deductible for the family plan to pay at the PSF level? 1 person Total Family

In-network and out-of-network deductibles apply toward each other

PSF In-Network		
	Single	Family
Deductible:	\$ 1000	\$ 2000
OPM:	\$ 2000	\$ 4000
Coinsurance:	80/20	
Max Benefit:	\$ 5350	\$ 10700

PSF Out-of-Network		
	Single	Family
Deductible:	\$ 2000	\$ 4000
OPM:	\$ 4000	\$ 8000
Coinsurance:	50/50	
Max Benefit:	\$ 11000	\$ 22000

Benefit	Amount		Apply to PSF OPM:
	Primary Carrier	PSF	
Office Visit Copay (s):	\$ 15	\$ 15	<input checked="" type="checkbox"/>
Emergency Room Copay:	\$ 150	\$ 150	<input checked="" type="checkbox"/>
Urgent Care:	\$ 40	\$ 40	<input checked="" type="checkbox"/>
Drug Copay(s):	\$ 10/20/40	\$ 10/20/40	<input checked="" type="checkbox"/>
Drug Deductible:	\$ 0	\$ 0	<input type="checkbox"/>

Additional details/comments: Mail order drugs \$20/40/80

PSF Funding, if applicable

EE: \$ _____ E/SP: \$ _____ E/CH: \$ _____ FAM: \$ _____



Addendum (A)/ Verification of Purchase (VOP)

Employer Name: County of Story, Iowa

Plan Year: 07/01/2019-06/30/2020

Administrative Fees		
Service	Current Fees (PEPM)	Renewal Fees (PEPM)
Partial Self-Funding Administration (Paperless EOBs)	\$6.50 or \$75 minimum	\$6.50 or \$75 minimum
Service	Current Fees	Renewal Fees
Plan Amendments	\$200.00 as required	\$200.00 as required
Special Programming/Reports Requests	\$175.00 per hour	\$175.00 per hour
Early Termination Penalty	\$75 per month/service if 30 day notice is not given	
ID cards	\$1.65 per card – annually at open enrollment	

*Please note some fees are annual and some fees are PEPM (per employee per month).

*The above stated fees may be discounted contingent upon having multiple services. If one or more services are dropped, EBS may adjust fees accordingly and the parties will execute a new Addendum A. Addendum A may also be updated annually or when client makes changes to purchased services.

These fees include standard reporting only. Additional reports will be an additional fee. Enrollment packet information can be provided in an electronic pdf format upon request. Printed material provided at an additional cost.

Fees are established prior to notification of plan, benefit, and/or carrier changes. Please notify EBS of any plan changes as soon as possible as some changes may warrant an increase in administration fee.

PSF ID Cards are available upon request for an additional fee.

By signing below, all parties to this Agreement verify that the renewal information on the preceding pages, rates, factors, and fees in this Schedule have been reviewed and approved by County of Story, Iowa, and EBS shall be compensated accordingly for the plan year.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the effective date shown herein. All other provisions of the Service Agreement are affirmed.

[Handwritten Signature]

Employer Signature

LINDA MURKEN, CHAIR B.O.S. 5/21/19

Print Name and Title

Date

Debbie Dean

Consultant/Broker Signature

Debbie Dean Senior Benefit Consultant

Print Name and Title

5-17-2019

Date

EBS Signature

Print Name and Title

Date

Closure No. 19-46

Date May 13, 2019

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Poor Road Conditions in section 1-2 Union Twp on

610th Ave is Closed Between 280th St and 290th St

Motion by: Olson Seconded by: Murken

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

[Signature]

Story County Board of Supervisors

Closure No. 19-47

Date May 13, 2019

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction in section 26,27,28 Union Twp on

320th St is closed between 585th Ave 610th Ave

Motion by: Olson Seconded by: Murken

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

Mudamher

Story County Board of Supervisors

Closure No. 19-48

Date May 13, 2019

Resolution

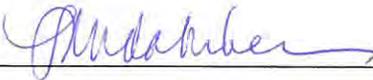
BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction in section 12 Nevada Twp on

680th St is closed by Union Pacific

Motion by: Olson Seconded by: Murken

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



Story County Board of Supervisors

Closure No. 19-49

Date May 13, 2019

Resolution

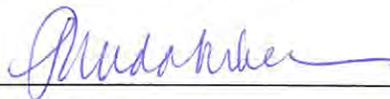
BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction in section 3-4 Nevada Twp on

Co Rd S27 (650th) is closed by Union Pacific

Motion by: Olson Seconded by: Murken

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



Story County Board of Supervisors

STORY COUNTY UTILITY PERMIT

Date 5/16/19

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 310th St, from South side of road to North side of road, a distance of 70 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 5-15-19

Consumers Energy
Name of Company (Applicant - Permittee)

Elliot Mayland 641-485-4064
by Phone no.

Recommended for Approval:

Date 5-16-19

Daren Mu 515-382-7355
County Engineer Phone no.

Approved:

Date 5/21/19

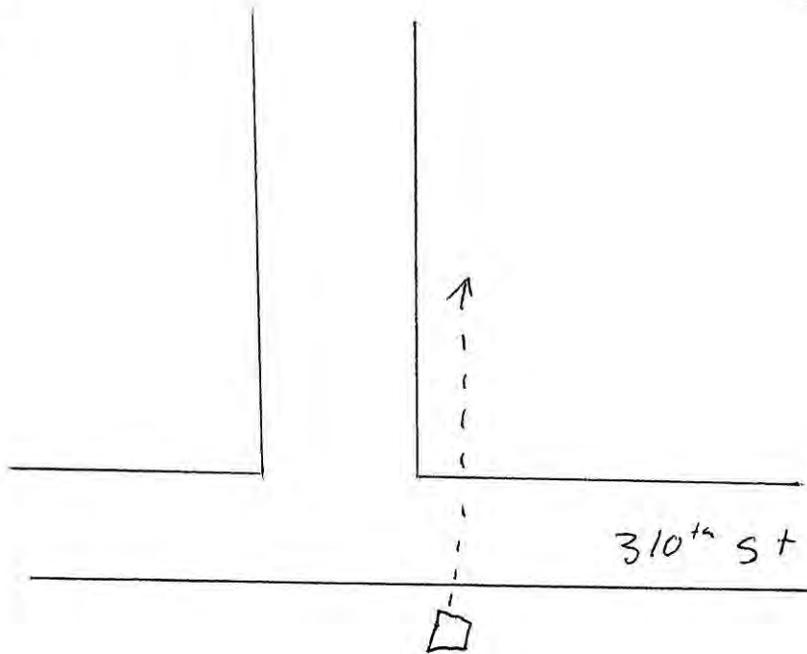
[Signature]
Chair, Board of Supervisors
Story County, Iowa

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

55713

55715

55717



Installing 7200 volt electric under 310th St in Duct
a minimum of 4 feet below the road bed.

1-00

Permit Number 19-055

STORY COUNTY UTILITY PERMIT

Date 5/16/19

To the Board of Supervisors, Story County, Iowa:
XENIA RURAL

The WATER DISTRICT Company, incorporated under the laws of IOWA
authorize to do business within the State of Iowa, with its principal place of business at 23998
141st ST, Bouton IA 50039, 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 potable water on secondary route

To provide water service per attached map(s).

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.

#119026

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

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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 5/16/2019

XENIA RURAL WATER DISTRICT

Name of Company (Applicant - Permittee)

Roger Ob (515) 676-2117
by Phone no.

Recommended for Approval:

Date 5-16-19

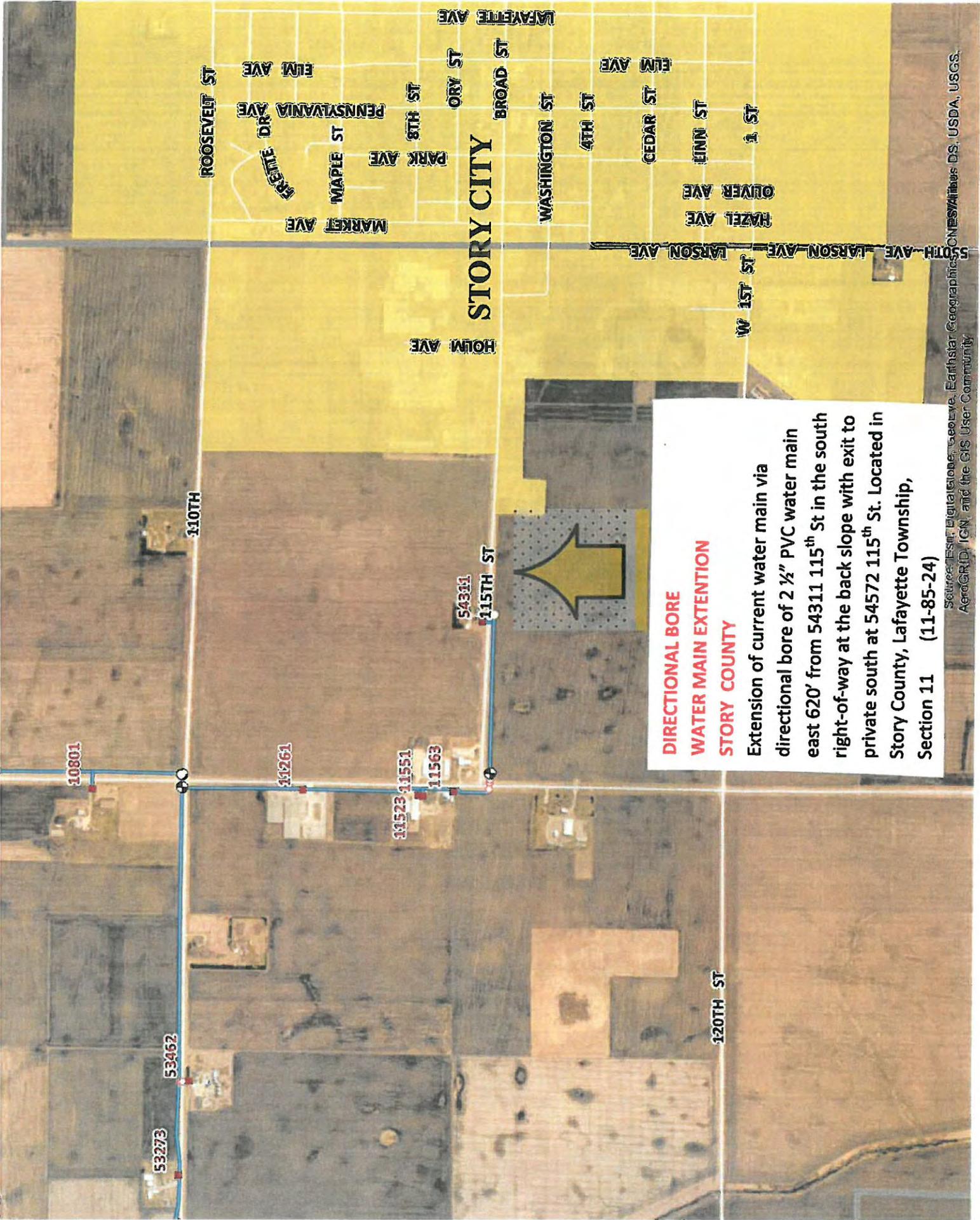
Queen Allen 515-382-7355
Asst. County Engineer Phone no.

Approved:

Date 5/21/19

Mudawar
Chair, Board of Supervisors
Story County, Iowa

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



STORY CITY

DIRECTIONAL BORE
WATER MAIN EXTENSION
STORY COUNTY

Extension of current water main via directional bore of 2 1/2" PVC water main east 620' from 54311 115th St in the south right-of-way at the back slope with exit to private south at 54572 115th St. Located in Story County, Lafayette Township, Section 11 (11-85-24)

Source: ESRI, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

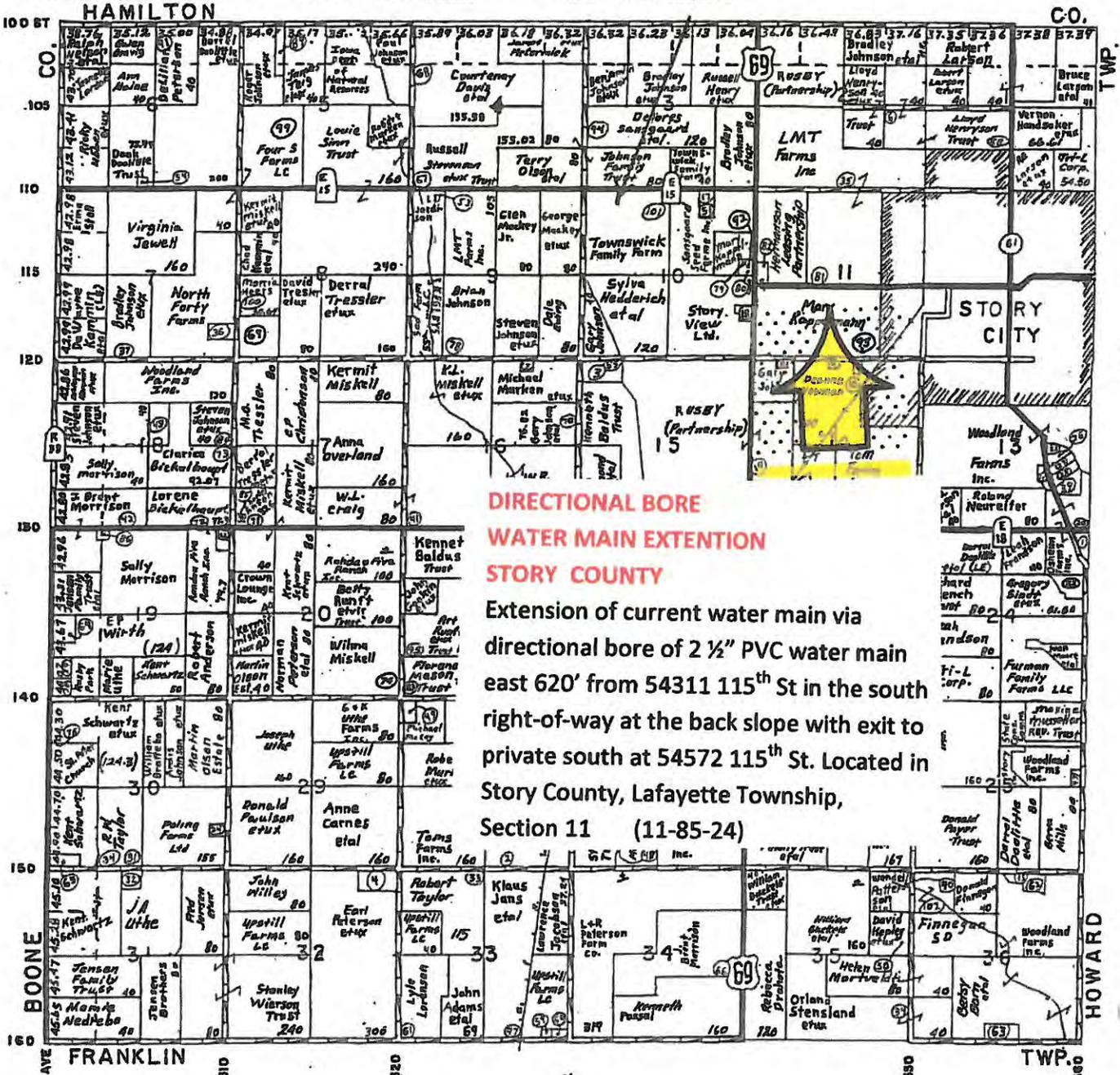
T85N LAFAYETTE R24W

- 1. Sec. 24 Alan Jehmet, et ux
- 2. Sec. 28 Thomas Ball, et ux
- 3. Sec. 18 Norma Balduz Trust
- 4. Sec. 32 Kevin Peterson, et ux
- 5. Sec. 27 Lga Galsper - 7.05
- 6. Sec. 1 Roger Braden
- 7. Sec. 16 Leona Radlizzo
- 8. Sec. 14 Gary Johnson, et ux - 1.94
- 9. Sec. 17 Thomas Bell, et ux - 2.00
- 10. Sec. 14 Sanford Fladbea, et ux
- 11. Sec. 15 Brent Johnson, et ux
- 12. Sec. 19 Carroll Jewell, et ux - 5.3
- 13. Sec. 21 Paul Vega - 1.68
- 14. Sec. 23 Eldon Haasler
- 15. Sec. 36 Parrell Webb, et ux
- 16. Sec. 26 Mark Partlow - 2
- 17. Sec. 10 Gregory Vachal, et ux - 2.65
- 18. Sec. 10 Brenda Johnson, et ux
- 19. Sec. 17 John Friedrichson, et ux
- 20. Sec. 23 Rosemary Osheim
- 21. Sec. 21 Michael Baumhaver
- 22. Sec. 21 Gregory Sackley - 2.94
- 23. Sec. 25 Donald Murray, et ux - 5.04
- 24. Sec. 30 Ernest Dahm Jr, et ux
- 25. Sec. 13 Jay Worberton, et ux
- 26. Sec. 11 Gary Youngman, et ux
- 27. Sec. 13 Lester Smith, et ux

- 28. Sec. 13 Becky Irish
- 29. Sec. 17 Larry Lapke, et ux
- 30. Sec. 17 Randy Shadmaher, et ux
- 31. Sec. 30 Robert Chillingworth, et ux
- 32. Sec. 31 Chris Robinson, et ux - 19.43
- 33. Sec. 33 Edmond Gogok, et ux - 5
- 34. Sec. 30 Michael Siebolds, et ux - 1.33
- 35. Sec. 2 Jeffery Wirth, et ux
- 36. Sec. 7 Brian Howwell, et ux
- 37. Sec. 7 William Larson, et ux
- 38. Sec. 27 S & Mangel, et ux
- 39. Sec. 18 Brent Lester, et ux - 5.22
- 40. Sec. 15 Albert Brooks - 5
- 41. Sec. 16 Martin Eysma
- 42. Sec. 18 Bruce Hartland, et ux
- 43. Sec. 10 Lorenz Bickelhaupt - 20
- 44. Sec. 21 Donald Hoffman, et ux
- 45. Sec. 23 Keith Rohlfus, et ux
- 46. Sec. 26 Allan Dehm
- 47. Sec. 25 Richard Tjernagef, et ux
- 48. Sec. 27 Larry Mogenbrink, et ux
- 49. Sec. 28 Scott Nelson, et ux - 6
- 50. Sec. 35 David Nepley, Jr
- 51. Sec. 10 Jeff Stuber, et ux
- 52. Sec. 23 Evelyn Harrison
- 53. Sec. 9 Darwin Hunter, et ux
- 54. Sec. 6 John Johnson, et ux

- 55. Sec. 15 Gary Craig
- 56. Sec. 22 Patricia Good - 1
- 57. Sec. 27 Merrif Vega, et ux - 10
- 58. Sec. 33 Craig Anderson - 4.03
- 59. Sec. 33 Richard Jeffy, et ux
- 60. Sec. 33 John Meas
- 61. Sec. 33 Kl Sisson, et ux - 2
- 62. Sec. 36 Janet Peterson
- 63. Sec. 36 Michael Smith
- 64. Sec. 17 Phillip Wirth, et ux - 12.17
- 65. Sec. 30 Mark Baker, et ux - 6.31
- 66. Sec. 19 KJamar Nelson, et ux
- 67. Sec. 4 JI Oberender, et ux - 5
- 68. Sec. 4 Gayn Hall, et ux - 4.42
- 69. Sec. 9 Marcia Ruth Neers
- 70. Sec. 16 Jerry Willie, et ux
- 71. Sec. 17 Mike McCoy - 2.44
- 72. Sec. 18 Lorenz Bickelhaupt - 2.7/HP Bickelhaupt et ux
- 73. Sec. 18 DR Bickelhaupt - 7.93
- 74. Sec. 25 Mark Madaway, et ux
- 75. Sec. 30 Thomas Gust
- 76. Sec. 15 Kenneth Miskell
- 77. Sec. 23 Paul Pauley, et ux - 8.2
- 78. Sec. 9 John Radlizzo, et ux
- 79. Sec. 10 Robert Anderson, et ux
- 80. Sec. 10 Robert Anderson, et ux
- 81. Sec. 11 John Niaz, et ux

- 82. Sec. 11 Mark Moore
- 83. Sec. 21 Mark Madaway, et ux - 6.99
- 84. Sec. 18 Christopher Bickel, et ux
- 85. Sec. 17 Darwin Johnson
- 86. Sec. 14 David Schrade, et ux
- 87. Sec. 14 Mrs Park LC - 7.77
- 88. Sec. 1 Northrup et ux - 6.22
- 89. Sec. 5 Roger Johnson, et ux - 13.9
- 90. Sec. 35 Wendell Patterson, et ux
- 91. Sec. 5 Dennis Ackerman
- 92. Sec. 11 Doye Peterson
- 93. Sec. 2 David Fogley, et ux
- 94. Sec. 21 Michael B. Fox, et ux
- 95. Sec. 23 Paul Wirtson
- 96. Sec. 33 Alan Spencer, et ux
- 97. Sec. 25 Dana Hanson, et ux
- 98. Sec. 5 John Teig, et ux - 24.3
- 99. Sec. 10 Mark Wagbaker, et ux - 11.65
- 100. Sec. 10 Bradley Johnson, et ux - 6.3
- 101. Sec. 25 Rose Running



DIRECTIONAL BORE WATER MAIN EXTENSION STORY COUNTY

Extension of current water main via directional bore of 2 1/2" PVC water main east 620' from 54311 115th St in the south right-of-way at the back slope with exit to private south at 54572 115th St. Located in Story County, Lafayette Township, Section 11 (11-85-24)



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

Memorandum

To: Story County Board of Supervisors
Through: Michael D. Cox, Director *[Signature]*
From: Ryan M. Wiemold, Parks Superintendent
Date: May 21, 2019
Re: Approval of Hickory Grove Beach House Plans, Specifications and Form of Contract

We are seeking the approval for the plans, specifications and form of contract of the Hickory Grove Park beach house construction. The design was developed by WHKS and features a more centralized site layout. This has received approval from the Story County Planning and Zoning Commission and the Board of Adjustment.

We request the board to issue the request for bids and set a bid opening date of June 11, 2019.

The Story County Conservation Board urges your approval.

[Signature]
Approval

5/21/19
Date

Disapproval

Date

IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) QUANTITIES AND REFERENCE INFORMATION

SUDAS SECTION	ITEM NO.	DESCRIPTION	UNIT	QUANTITY	SUDAS FIGURE
2010	1	CLEARING AND GRUBBING	UNIT	41	
2010	2	TOPSOIL, ON-SITE	CY	67	
2010	3	EXCAVATION, CLASS 10	CY	66	
2010	4	SUBGRADE, SPECIAL BACKFILL, 6"	SY	224	
4010	5	SANITARY SEWER SERVICE LINE, 4" 30R 35 PIC	EA	39	401.201
4010	6	SANITARY SEWER SERVICE LINE, 4" 30R 35 PIC	EA	2	401.202
5010	7	WATER SERVICE LINE, 2" TYPE K COPPER	LF	114	501.061
5010	8	WATER SERVICE CURB STOP & BOX, 2" COPPER	EA	1	501.061
5010	9	WATER SERVICE CURB STOP & BOX, 2" COPPER	EA	1	
7000	10	PCC PATIO, 6"	SY	110	
7000	11	PCC PATIO, 4"	SY	12	
8010	12	SEEDING, TYPE 1	AC	61	
8010	13	SEEDING, TYPE 2	AC	150	9005.119
11010	14	CONSTRUCTION SURVEY	LS	180	
11020	15	MOBILIZATION	LS	1,000	
17	16	OUTDOOR SHOWER	EACH	1	
18	17	SAND TRAP	EACH	1	
19	18	ELECTRIC SERVICE LINE	LF	185	
20	19	TELEPHONE SERVICE LINE	LF	190	
21	20	FOUNDATION	LS	1,000	
22	21	RESTROOM BUILDING	LS	1,000	

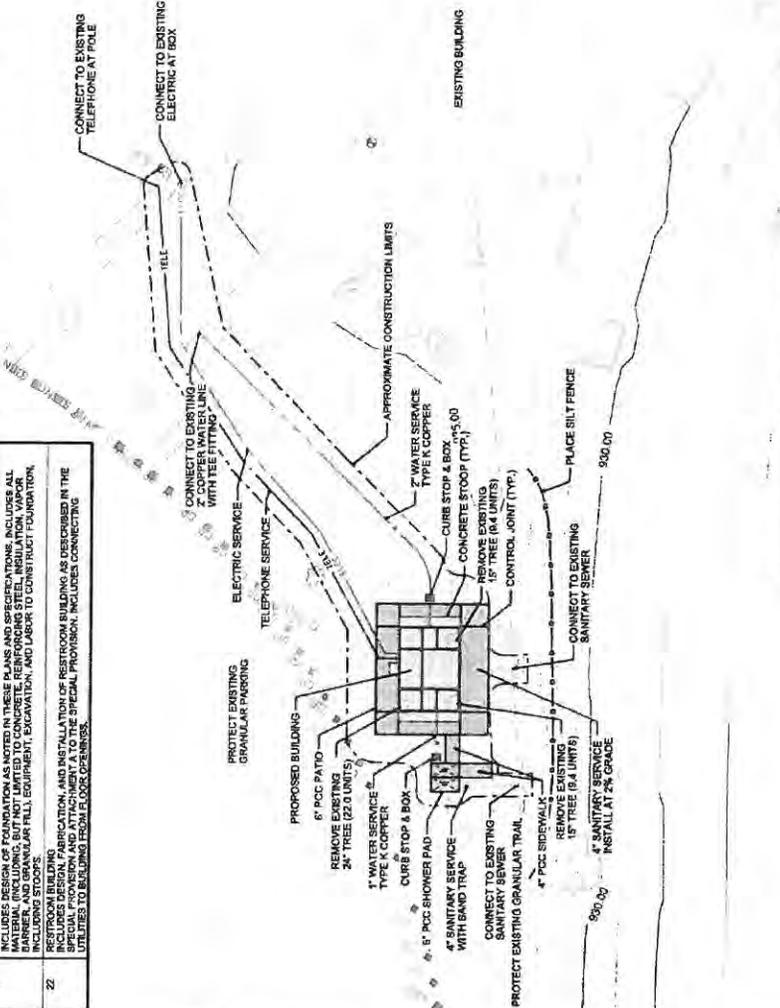
ESTIMATE REFERENCE INFORMATION

ITEM NO.	DESCRIPTION
1	CLEARING AND GRUBBING ITEM INCLUDES PLACEMENT OF BACKFILL IN AREA WHERE ROOTS HAVE BEEN REMOVED, AND REMOVAL AND DISPOSAL OF ALL MATERIALS. TOPSOIL SHALL BE STRIPPED, SALVAGED, AND SPREAD TO A DEPTH OF 8 INCHES.
2	EXCAVATION, CLASS 10 ITEM IS FOR 35 CY OF FILL MATERIAL. INCLUDES SITE PREPARATION, CONSTRUCTION OF EMBANKMENT, AND DISPOSAL OF ALL MATERIALS. TOPSOIL SHALL BE STRIPPED, SALVAGED, AND SPREAD TO A DEPTH OF 8 INCHES.
3	SUBGRADE, SPECIAL BACKFILL, 6" ITEM IS FOR 6" OF FILL MATERIAL. INCLUDES SITE PREPARATION, CONSTRUCTION OF EMBANKMENT, AND DISPOSAL OF ALL MATERIALS. TOPSOIL SHALL BE STRIPPED, SALVAGED, AND SPREAD TO A DEPTH OF 8 INCHES.
4	SANITARY SEWER SERVICE LINE, 4" 30R 35 PIC ITEM IS FOR PLACEMENT OF SPECIAL BACKFILL UNDER THE BUILDING FLOOR, PATIO, SHOWER PAD, AND SPECIAL BACKFILL. INCLUDES FURNISHING PLACING, COMPACTING, AND TRIMMING TO THE PROPER GRADE. ITEM INCLUDES TRENCH EXCAVATION, FURNISHING BEDDING MATERIAL, PLACING BEDDING AND BACKFILL MATERIAL, TAP, FITTINGS, TESTING, AND INSPECTION. INCLUDES 2" DRINKING ON THE OUTDOOR SHOWER FLOOR OPENING LOCATIONS SHOWN ON THE BUILDING PLANS.
5	SANITARY SEWER CLEANOUT ITEM INCLUDES TRENCH EXCAVATION, FURNISHING BEDDING MATERIAL, PLACING BEDDING AND BACKFILL MATERIAL, TAP, FITTINGS, TESTING, AND INSPECTION. INCLUDES 2" DRINKING ON THE OUTDOOR SHOWER FLOOR OPENING LOCATIONS SHOWN ON THE BUILDING PLANS.
6	WATER SERVICE CURB STOP & BOX, 2" COPPER ITEM INCLUDES TRENCH EXCAVATION, FURNISHING BEDDING MATERIAL, PLACING BEDDING AND BACKFILL MATERIAL, TAP, FITTINGS, TESTING, AND INSPECTION. INCLUDES 2" DRINKING ON THE OUTDOOR SHOWER FLOOR OPENING LOCATIONS SHOWN ON THE BUILDING PLANS.
7	WATER SERVICE CURB STOP & BOX, 2" COPPER ITEM INCLUDES TRENCH EXCAVATION, FURNISHING BEDDING MATERIAL, PLACING BEDDING AND BACKFILL MATERIAL, TAP, FITTINGS, TESTING, AND INSPECTION. INCLUDES 2" DRINKING ON THE OUTDOOR SHOWER FLOOR OPENING LOCATIONS SHOWN ON THE BUILDING PLANS.
8	PCC PATIO, 6" ITEM INCLUDES TRENCH EXCAVATION, FURNISHING BEDDING MATERIAL, PLACING BEDDING AND BACKFILL MATERIAL, TAP, FITTINGS, TESTING, AND INSPECTION. INCLUDES 2" DRINKING ON THE OUTDOOR SHOWER FLOOR OPENING LOCATIONS SHOWN ON THE BUILDING PLANS.
9	PCC PATIO, 4" ITEM INCLUDES TRENCH EXCAVATION, FURNISHING BEDDING MATERIAL, PLACING BEDDING AND BACKFILL MATERIAL, TAP, FITTINGS, TESTING, AND INSPECTION. INCLUDES 2" DRINKING ON THE OUTDOOR SHOWER FLOOR OPENING LOCATIONS SHOWN ON THE BUILDING PLANS.
10	SEEDING, TYPE 1 ITEM INCLUDES TRENCH EXCAVATION, FURNISHING BEDDING MATERIAL, PLACING BEDDING AND BACKFILL MATERIAL, TAP, FITTINGS, TESTING, AND INSPECTION. INCLUDES 2" DRINKING ON THE OUTDOOR SHOWER FLOOR OPENING LOCATIONS SHOWN ON THE BUILDING PLANS.
11	SEEDING, TYPE 2 ITEM INCLUDES TRENCH EXCAVATION, FURNISHING BEDDING MATERIAL, PLACING BEDDING AND BACKFILL MATERIAL, TAP, FITTINGS, TESTING, AND INSPECTION. INCLUDES 2" DRINKING ON THE OUTDOOR SHOWER FLOOR OPENING LOCATIONS SHOWN ON THE BUILDING PLANS.
12	CONSTRUCTION SURVEY ITEM INCLUDES TRENCH EXCAVATION, FURNISHING BEDDING MATERIAL, PLACING BEDDING AND BACKFILL MATERIAL, TAP, FITTINGS, TESTING, AND INSPECTION. INCLUDES 2" DRINKING ON THE OUTDOOR SHOWER FLOOR OPENING LOCATIONS SHOWN ON THE BUILDING PLANS.
13	MOBILIZATION ITEM INCLUDES TRENCH EXCAVATION, FURNISHING BEDDING MATERIAL, PLACING BEDDING AND BACKFILL MATERIAL, TAP, FITTINGS, TESTING, AND INSPECTION. INCLUDES 2" DRINKING ON THE OUTDOOR SHOWER FLOOR OPENING LOCATIONS SHOWN ON THE BUILDING PLANS.
14	OUTDOOR SHOWER ITEM INCLUDES TRENCH EXCAVATION, FURNISHING BEDDING MATERIAL, PLACING BEDDING AND BACKFILL MATERIAL, TAP, FITTINGS, TESTING, AND INSPECTION. INCLUDES 2" DRINKING ON THE OUTDOOR SHOWER FLOOR OPENING LOCATIONS SHOWN ON THE BUILDING PLANS.
15	SAND TRAP ITEM INCLUDES TRENCH EXCAVATION, FURNISHING BEDDING MATERIAL, PLACING BEDDING AND BACKFILL MATERIAL, TAP, FITTINGS, TESTING, AND INSPECTION. INCLUDES 2" DRINKING ON THE OUTDOOR SHOWER FLOOR OPENING LOCATIONS SHOWN ON THE BUILDING PLANS.
16	ELECTRIC SERVICE LINE ITEM INCLUDES TRENCH EXCAVATION, FURNISHING BEDDING MATERIAL, PLACING BEDDING AND BACKFILL MATERIAL, TAP, FITTINGS, TESTING, AND INSPECTION. INCLUDES 2" DRINKING ON THE OUTDOOR SHOWER FLOOR OPENING LOCATIONS SHOWN ON THE BUILDING PLANS.
17	TELEPHONE SERVICE LINE ITEM INCLUDES TRENCH EXCAVATION, FURNISHING BEDDING MATERIAL, PLACING BEDDING AND BACKFILL MATERIAL, TAP, FITTINGS, TESTING, AND INSPECTION. INCLUDES 2" DRINKING ON THE OUTDOOR SHOWER FLOOR OPENING LOCATIONS SHOWN ON THE BUILDING PLANS.
18	FOUNDATION ITEM INCLUDES TRENCH EXCAVATION, FURNISHING BEDDING MATERIAL, PLACING BEDDING AND BACKFILL MATERIAL, TAP, FITTINGS, TESTING, AND INSPECTION. INCLUDES 2" DRINKING ON THE OUTDOOR SHOWER FLOOR OPENING LOCATIONS SHOWN ON THE BUILDING PLANS.
19	RESTROOM BUILDING ITEM INCLUDES TRENCH EXCAVATION, FURNISHING BEDDING MATERIAL, PLACING BEDDING AND BACKFILL MATERIAL, TAP, FITTINGS, TESTING, AND INSPECTION. INCLUDES 2" DRINKING ON THE OUTDOOR SHOWER FLOOR OPENING LOCATIONS SHOWN ON THE BUILDING PLANS.

ESTIMATE REFERENCE INFORMATION

ITEM NO.	DESCRIPTION
19	ELECTRIC SERVICE LINE ITEM INCLUDES TRENCH EXCAVATION, FURNISHING BEDDING MATERIAL, PLACING BEDDING AND BACKFILL MATERIAL, TAP, FITTINGS, TESTING, AND INSPECTION. INCLUDES 2" DRINKING ON THE OUTDOOR SHOWER FLOOR OPENING LOCATIONS SHOWN ON THE BUILDING PLANS.
20	TELEPHONE SERVICE LINE ITEM INCLUDES TRENCH EXCAVATION, FURNISHING BEDDING MATERIAL, PLACING BEDDING AND BACKFILL MATERIAL, TAP, FITTINGS, TESTING, AND INSPECTION. INCLUDES 2" DRINKING ON THE OUTDOOR SHOWER FLOOR OPENING LOCATIONS SHOWN ON THE BUILDING PLANS.
21	FOUNDATION ITEM INCLUDES TRENCH EXCAVATION, FURNISHING BEDDING MATERIAL, PLACING BEDDING AND BACKFILL MATERIAL, TAP, FITTINGS, TESTING, AND INSPECTION. INCLUDES 2" DRINKING ON THE OUTDOOR SHOWER FLOOR OPENING LOCATIONS SHOWN ON THE BUILDING PLANS.
22	UTILITIES TO BUILDING FROM FLOOR OPENINGS ITEM INCLUDES TRENCH EXCAVATION, FURNISHING BEDDING MATERIAL, PLACING BEDDING AND BACKFILL MATERIAL, TAP, FITTINGS, TESTING, AND INSPECTION. INCLUDES 2" DRINKING ON THE OUTDOOR SHOWER FLOOR OPENING LOCATIONS SHOWN ON THE BUILDING PLANS.

- NOTES:
- ALL SITE WORK SHALL BE IN ACCORDANCE WITH STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) AND SUDAS FIGURES CAN BE FOUND AT WWW.IOWASUDAS.ORG.
 - CONTRACTOR SHALL RESTORE AND RESEED ALL SHOWN AREAS AFTER CONSTRUCTION. ALL DISTURBED AREAS OUTSIDE OF THE CONSTRUCTION AREA SHALL BE RESTORED AT THE CONTRACTOR'S EXPENSE.
 - CONTRACTOR SHALL RESTORE ANY DAMAGE TO GRAVEL PARKING AREA AND GRANULAR PATH AFTER CONSTRUCTION WITH NO ADDITIONAL COST TO THE OWNER.



whks

HICKORY GROVE BEACH HOUSE
SITE PLAN

I hereby certify that this plan was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.

Signature: _____ Date: 5/8/19

Printed or Typed Name: Brady L. Bogaard

My license renewal date is December 31, 2019

Pages or sheets covered by this sheet: 1-3

PROFESSIONAL ENGINEER
BRADY L. BOGAARD
IOWA LICENSE NO. 20770

IOWA ONE CALL
811
1-800-292-9989
www.iowaonecall.com

STORY COUNTY CONSERVATION
HICKORY GROVE BEACH HOUSE

FILE NO. 1023053 06/17/2019
DESIGN TEAM: whks & CO.
ENGR: Bogaard

SHEET NUMBER: 1

Space above this line for County Recorder

STORY COUNTY, IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NO 19-108

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 THE EFFECTUATE THE PURCHASE BY CHAIRMAN OF THE BOARD OF SUPERVISORS

WHEREFORE, the subject property is adjacent to Sleepy Hollow Access, a county owned parcel, the South Skunk River, and Ada Hayden City Park;

WHEREFORE, the acquisition permanently protects river frontage located between the City of Ames and Ada Hayden Park and provides additional outdoor recreation opportunities and important water quality and habitat improvements.

WHEREFORE, the Board of Supervisors finds that the purchase of said property will further the goals of preservation and conservation of wildlife and natural areas within Story County and will significantly contribute to the betterment of the quality of life for all residents of Story County.

WHEREFORE, the Board of Supervisors finds that the intent behind the purchase of land is in keeping with the goals of the county conservation board and is in keeping with the interest of the public.

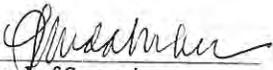
BE IT RESOLVED by the Board of Supervisors of Story County, Iowa, that the purchase of certain land commonly known as "Sleepy Hollow Addition" is authorized and that such land shall be managed by the Story County Conservation Board for the benefit of the citizens of Story County, Iowa. The land is described as:

Parcel D in the SE ¼ SE ¼ of Section 22, T84N, R24W and Riverside Heights Subdivision Lot 6

IT IS FURTHER RESOLVED that county staff and the director of Story County Conservation are authorized to act in any manner deemed necessary and prudent to fulfill the terms of this resolution in the

interests of Story County. The Chairperson of the Board of Supervisors and the Clerk to the Board of Supervisors are authorized and they are hereby directed to certify a copy of this Resolution as the voluntary act and deed of the Board of Supervisors of Story County, Iowa.

Dated this 21 day of May 2019.


Board of Supervisors


Attest: Story County Auditor

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

Chairperson declared this Resolution: **ADOPTED AND APPROVED.**



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

Memorandum

To: Story County Board of Supervisors
From: Michael D. Cox, Director *✓*
Date: May 21, 2019
Re: Consideration of Purchase Agreement with the Iowa Natural Heritage Foundation for the Purchase of the Sleepy Hollow Addition.

The attached purchase agreement commits the county to purchase 15 acres of property adjacent to Sleepy Hollow Access on the Skunk River. The acquisition permanently protects river frontage located between the City of Ames and Ada Hayden Park. This provides additional outdoor recreation opportunities and important water quality and habitat improvements. The Story County Conservation Board requests funding for this acquisition to be from the Energy Transfer Fund. Private contributions to date total \$13,000.

The Story County Conservation Board urges your approval.

[Signature]

Approval

Disapproval

5-21-19

Date

Date

Ross A. Baxter

OFFER TO BUY REAL ESTATE AND ACCEPTANCE
(NONRESIDENTIAL)

TO: Iowa Natural Heritage Foundation,(Sellers)

The undersigned BUYERS hereby offer to buy and the undersigned SELLERS by their acceptance agree to sell the real property situated in Story County, Iowa, legally described as:

Parcel D in the SE ¼ SE ¼ of Section 22, T84N, R24W and Riverside Heights Subdivision Lot 6;

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYERS, on possession, are permitted to use the Property for any legal purpose.

1. PURCHASE PRICE. The Purchase Price shall be \$43,000.00 and the method of payment shall be as follows: Entire balance to be paid at closing, closing to take place on or about May 20th, 2019.

2. REAL ESTATE TAXES. Sellers shall pay taxes prorated to the date of possession and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes.

Unless otherwise provided in this Agreement, at closing SELLERS shall pay BUYERS, or BUYERS shall be given a credit for, taxes from the first day of July prior to possession to the date of possession based upon the last known actual net real estate taxes payable according to public records. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current levy rate, assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the assessor's records on the date of possession.

3. SPECIAL ASSESSMENTS.

A. ~~SELLERS shall pay in full at time of closing all special assessments which are a lien on the Property as of the date of acceptance May 10th, 2019.~~

B. IF "A" is stricken, then SELLERS shall pay at time of closing all installments of special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.

C. All charges for solid waste removal, sewage and maintenance that are attributable to

SELLERS' possession, including those for which assessments arise after closing, shall be paid by SELLERS.

D. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLERS through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLERS.

E. BUYERS shall pay all other special assessments or installments not payable by SELLERS.

4. RISK OF LOSS AND INSURANCE. SELLERS shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLERS agree to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYERS shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

5. POSSESSION AND CLOSING. If BUYERS timely perform all obligations, possession of the Property shall be delivered to Buyers on or about May 20th, 2019, and any adjustments of rent, insurance, interest and all charges attributable to the SELLERS' possession shall be made as of the date of possession. Closing shall occur after the approval of title by BUYERS and vacation of the Property by SELLERS, but prior to possession by BUYERS. SELLERS agree to permit BUYERS to inspect the Property within 24 hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed: Upon the filing of the title transfer documents and receipt of all funds due at closing from BUYERS under the Agreement.

6. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached.

7. CONDITION OF PROPERTY. The Property is being sold "As Is."

8. ABSTRACT AND TITLE. SELLERS, at their expense, shall promptly obtain an abstract of title to the Property continued through a date no more than 30 days from closing, and deliver it to BUYERS' attorney for examination. It shall show marketable title in SELLERS in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. The SELLERS shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLERS' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYERS when the Purchase Price is paid in full. SELLERS shall pay the costs of any additional abstracting and title work due to any act or omission of SELLERS, including transfers by or the death of SELLERS or their assignees. Unless stricken, the abstract shall be obtained from an abstracter qualified by the Guaranty Division of the Iowa Housing Finance Authority.

9. SURVEY. N/A

10. ENVIRONMENTAL MATTERS.

A. SELLERS warrant to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLERS have done nothing to contaminate the Property with hazardous wastes or substances. SELLERS warrant that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLERS shall also provide BUYERS with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here:

B. BUYERS may at their expense, within 10 days after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYERS' obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYERS. However, in the event SELLERS are required to expend any sum in excess of \$ 5,000 to remove any hazardous materials, substances, conditions or wastes, SELLERS shall have the option to cancel this transaction and refund to BUYERS all earnest money paid and declare this Agreement null and void. The expense of any inspection shall be paid by BUYERS. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by SELLERS, subject to SELLERS' right to cancel this transaction as provided above.

11. DEED. Upon payment of the Purchase Price, SELLERS shall convey the Property to BUYERS by Corporate Warranty deed free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by BUYERS.

12. STATEMENT AS TO LIENS. If Buyers intend to assume or take subject to a lien on the Property, SELLERS shall furnish BUYERS with a written statement prior to closing from the holder of such lien, showing the correct balance due.

13. USE OF PURCHASE PRICE. At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

14. REMEDIES OF THE PARTIES.

A. If BUYERS fail to timely perform this Agreement, SELLERS may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLERS' option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYERS' default (during which thirty days the default is not corrected), SELLERS may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If SELLERS fail to timely perform this Agreement, BUYERS have the right to have all payments made returned to them.

C. BUYERS and SELLERS are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

15. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

16. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLERS and BUYERS. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

17. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.

18. CERTIFICATION. Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

19. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

20. ADDITIONAL PROVISIONS.

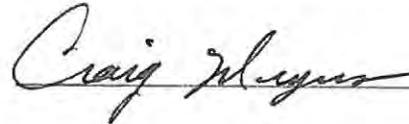
ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYERS on or before the 10th day of May 2019, this Agreement shall be null and void and all payments made shall be returned immediately to BUYERS. If accepted by SELLERS at a later date and acceptance is satisfied in writing, then this contract shall be valid and binding.

Accepted 5/7/19
SELLERS
Iowa Natural Heritage Foundation



Ross Baxter, Land Projects Director

Dated Craig Johnson 5/13/19
BUYERS
Story County Conservation Board



Address : 56461 180th St, Ames, IA
50010

Telephone: 515-232-2516

Address : 505 5th Ave. Ste 444, Des
Moines, IA 50309
Telephone: (515) 288-1846

Closing Statement: R&B Development; Sleepy Hollow Addition	
Property Description: Parcel D in the SE ¼ SE ¼ of Section 22, T84N, R24W and Riverside Heights Subdivision Lot 6; exact Legal Description to be provided by Sellers,	
Seller:	Iowa Natural Heritage Foundation
Buyer:	Story County Conservation Board
Land Purchase:	\$43,000.00
Other Costs	
Legal Fees	\$225.00
Recording Fees	\$93.00
Transfer taxes	\$68.00
Abstract	\$491.00
Interest	\$620.78
Appraisal	\$1,600.00
Total other costs	\$3,097.78
Contributions	
Blue Stream Audubon Society	\$ 1,000.00
Outdoor Alliance Story Cty	\$ 1,000.00
Skunk River Paddlers	\$ 1,000.00
Story County PF	\$ 5,000.00
Total Contributions	\$8,000.00
TOTAL DUE	\$38,097.78

Iowa Natural Heritage Foundation

Story County Conservation Board



 Ross Baxter, Land Projects Director



 Mike Cox, Director

Ross A. Baxter

**OFFER TO BUY REAL ESTATE AND ACCEPTANCE
(NONRESIDENTIAL)**

TO: Iowa Natural Heritage Foundation,(Sellers)

The undersigned BUYERS hereby offer to buy and the undersigned SELLERS by their acceptance agree to sell the real property situated in Story County, Iowa, legally described as:

***Parcel D in the SE ¼ SE ¼ of Section 22, T84N, R24W and Riverside Heights
Subdivision Lot 6;***

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYERS, on possession, are permitted to use the Property for any legal purpose.

1. **PURCHASE PRICE.** The Purchase Price shall be **\$43,000.00** and the method of payment shall be as follows: **Entire balance to be paid at closing, closing to take place on or about May 20th, 2019.**

2. **REAL ESTATE TAXES.** Sellers shall pay taxes prorated to the date of possession and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes.

Unless otherwise provided in this Agreement, at closing SELLERS shall pay BUYERS, or BUYERS shall be given a credit for, taxes from the first day of July prior to possession to the date of possession based upon the last known actual net real estate taxes payable according to public records. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current levy rate, assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the assessor's records on the date of possession.

3. **SPECIAL ASSESSMENTS.**

~~A. SELLERS shall pay in full at time of closing all special assessments which are a lien on the Property as of the date of acceptance May 10th, 2019.~~

B. IF "A" is stricken, then SELLERS shall pay at time of closing all installments of special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.

C. All charges for solid waste removal, sewage and maintenance that are attributable to

SELLERS' possession, including those for which assessments arise after closing, shall be paid by SELLERS.

D. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLERS through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLERS.

E. BUYERS shall pay all other special assessments or installments not payable by SELLERS.

4. RISK OF LOSS AND INSURANCE. SELLERS shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLERS agree to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYERS shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

5. POSSESSION AND CLOSING. If BUYERS timely perform all obligations, possession of the Property shall be delivered to Buyers **on or about May 20th, 2019**, and any adjustments of rent, insurance, interest and all charges attributable to the SELLERS' possession shall be made as of the date of possession. Closing shall occur after the approval of title by BUYERS and vacation of the Property by SELLERS, but prior to possession by BUYERS. SELLERS agree to permit BUYERS to inspect the Property within 24 hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed: Upon the filing of the title transfer documents and receipt of all funds due at closing from BUYERS under the Agreement.

6. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached.

7. CONDITION OF PROPERTY. The Property is being sold "As Is."

8. ABSTRACT AND TITLE. SELLERS, at their expense, shall promptly obtain an abstract of title to the Property continued through a date **no more than 30 days from closing**, and deliver it to BUYERS' attorney for examination. It shall show marketable title in SELLERS in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. The SELLERS shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLERS' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYERS when the Purchase Price is paid in full. SELLERS shall pay the costs of any additional abstracting and title work due to any act or omission of SELLERS, including transfers by or the death of SELLERS or their assignees. Unless stricken, the abstract shall be obtained from an abstracter qualified by the Guaranty Division of the Iowa Housing Finance Authority.

9. SURVEY. N/A

10. ENVIRONMENTAL MATTERS.

A. SELLERS warrant to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLERS have done nothing to contaminate the Property with hazardous wastes or substances. SELLERS warrant that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLERS shall also provide BUYERS with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here:

B. BUYERS may at their expense, within 10 days after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYERS' obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYERS. However, in the event SELLERS are required to expend any sum in excess of \$ 5,000 to remove any hazardous materials, substances, conditions or wastes, SELLERS shall have the option to cancel this transaction and refund to BUYERS all earnest money paid and declare this Agreement null and void. The expense of any inspection shall be paid by BUYERS. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by SELLERS, subject to SELLERS' right to cancel this transaction as provided above.

11. DEED. Upon payment of the Purchase Price, SELLERS shall convey the Property to BUYERS by **Corporate Warranty deed** free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by BUYERS.

12. STATEMENT AS TO LIENS. If Buyers intend to assume or take subject to a lien on the Property, SELLERS shall furnish BUYERS with a written statement prior to closing from the holder of such lien, showing the correct balance due.

13. USE OF PURCHASE PRICE. At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

14. REMEDIES OF THE PARTIES.

A. If BUYERS fail to timely perform this Agreement, SELLERS may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLERS' option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYERS' default (during which thirty days the default is not corrected), SELLERS may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If SELLERS fail to timely perform this Agreement, BUYERS have the right to have all payments made returned to them.

C. BUYERS and SELLERS are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

15. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

16. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLERS and BUYERS. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

17. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.

18. CERTIFICATION. Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

19. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

20. ADDITIONAL PROVISIONS.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYERS on or before the **10th day of May 2019**, this Agreement shall be null and void and all payments made shall be returned immediately to BUYERS. If accepted by SELLERS at a later date and acceptance is satisfied in writing, then this contract shall be valid and binding.

Accepted 5/7/19
SELLERS
Iowa Natural Heritage Foundation

Ross Baxter, LSP
Ross Baxter, Land Projects Director

Dated ~~Craig Magnus~~ 5/13/19
BUYERS
Story County Conservation Board

Craig Magnus

Address : 56461 180th St, Ames, IA
50010

Telephone: 515-232-2516

Address : 505 5th Ave. Ste 444, Des
Moines, IA 50309
Telephone: (515) 288-1846

Closing Statement: R&B Development; Sleepy Hollow Addition	
Property Description: Parcel D in the SE ¼ SE ¼ of Section 22, T84N, R24W and Riverside Heights Subdivision Lot 6; exact Legal Description to be provided by Sellers,	
Seller:	Iowa Natural Heritage Foundation
Buyer:	Story County Conservation Board
Land Purchase:	\$43,000.00
Other Costs	
Legal Fees	\$225.00
Recording Fees	\$93.00
Transfer taxes	\$68.00
Abstract	\$491.00
Interest	\$620.78
Appraisal	\$1,600.00
Total other costs	\$3,097.78
Contributions	
Blue Stream Audubon Society	\$ 1,000.00
Outdoor Alliance Story Cty	\$ 1,000.00
Skunk River Paddlers	\$ 1,000.00
Story County PF	\$ 5,000.00
Total Contributions	\$8,000.00
TOTAL DUE	\$38,097.78

Iowa Natural Heritage Foundation

Story County Conservation Board



 Ross Baxter, Land Projects Director



 Mike Cox, Director



P.O. Box 1355
 North Sioux City, SD 57049
 Telephone: (605) 242-5330 Fax: (605) 242-5334
 sales@cal-com.com

Quotation

Date	Quotation No.
1/24/2018	5961

Story County Iowa
 Kyle Beste
 900 6th Street
 Nevada, IA 50201

Celebrating Over 30 Years of Excellence

Project/Job	Terms	FOB	Additional Info	
Admin to Animal Shelter	Net 25 Days	sp		
Description	Qty	Cost	Total	
C050067H003A PTP 670 Integrated 23dBi END with AC Supply (FCC)	2	2,450.00	4,900.00	
C000065L007A PTP 650/670 LPU and Grounding Kit (1 kit per ODU)	2	350.00	700.00	
WB3176A 328 ft (100 m) Reel Outdoor Copper Clad CAT5E (Recommended for PTP)	2	345.63	691.26	
01010419001 Coaxial Cable Grounding Kits for 1/4" and 3/8" Cable	6	22.75	136.50	
Non penetrating ridge mount 2.37 od x 10 ft mast	1	488.75	488.75	
C000065S013A PTP 650/670 Extended Warranty, 4 additional years	2	525.00	1,050.00	
Misc installation items such as cable ties, ground wire, weatherproofing, misc hardware, etc.	2	200.00	400.00	

- 1) For quotation purposes only, applicable taxes and freight not included unless specifically listed above.
- 2) This Quote is good for 30 days from above date and supercedes all previous quotes.
- 3) Calhoun installation labor figure does not include travel and living expenses unless specifically stated above.
 Actual travel and living expenses incurred will be invoiced upon completion of the on-site labor.
- 4) See attached Terms & Conditions

Total

Signature 

APPLICATION FOR APPOINTMENT

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



Molly Lee
NAME _____ ADDRESS _____
Veterinarian
OCCUPATION _____ ADDRESS AT WORK _____
HOME/CELL PHONE _____ BUSINESS PHONE _____

EMAIL ADDRESS: _____

EDUCATION: BS (Animal Sci), MPH, DVM, Dipl. ACVPM (Veterinary Preventive Medicine)

- LIST NAMES OF BOARDS OR COMMISSIONS IN ORDER OF PREFERENCE:
1. Board of Health
 2. _____
 3. _____

WHY DO YOU WISH TO SERVE ON THIS BOARD?
I am invested in improving the health of my community and want to help contribute to sustainable physical, mental, and environmental health in the places where I live and work. I feel that I could be a positive contributor and provide a unique perspective on a variety of factors that contribute to human health.

WHAT QUALIFICATIONS DO YOU FEEL YOU HAVE?
Experience and special interest in biological risk management; emergency preparedness and response; zoonotic disease prevention and control; public health; and food safety and security. Skilled, confident, and enthusiastic listener, written and verbal communicator, leader and collaborator with an upbeat attitude, high attention to detail, and strong work ethic.

DO YOU HAVE ANYTHING ELSE TO ADD?

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

RECEIVED
OCT 05 2018

STORY COUNTY BOARD OF SUPERVISORS

APPROVED DENIED
Board Member Initials: ML
Meeting Date: _____
Follow-up action: _____

THANK YOU FOR YOUR INTEREST IN SERVING STORY COUNTY.



Story County Community Services
Karla Webb, Director

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

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

Memorandum

To: Story County Board of Supervisors

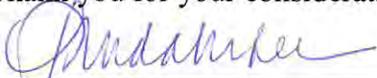
From: Karla Webb, Director

Date: 5/14/19

RE: Consideration of Purchase of Two Fleet Vehicles - 2019 Toyota RAV4 Hybrid LE vehicles from Toyota of Des Moines for \$49,750 with trade in of 2010 Impala LS (White) of \$4,000 and 2010 Impala LS (Gray) of \$3,250. (Unbudgeted)

Please find attached summarized quote information solicited for replacement of two fleet vehicles. The replacement vehicles were initially requested for approval in the FY20 budget. During the Community Services budget work session discussion was held for consideration of purchasing the replacement vehicles in FY19 out of Countywide funds. The purchase of the two vehicles is within the amount discussed during the budget work session.

Thank you for your consideration.


Approval

5-21-19
Date

Disapproval

Date

Story County Community Services Quote for Two 2019 Toyota RAV4 Hybrid LE Vehicles

2019 Toyota RAV4 Hybrid LE - Quantity of 2	Wilson Toyota	Toyota of Des Moines
Cost	\$50,000 with trade of 2 vehicles	\$49,750 with trade of 2 vehicles
Warranties Toyota Care: 2yr unlimited miles roadside assistance 2yr 25,000 miles prepaid scheduled maintenance	36 months/36,000 miles bumper to bumper warranty Powertrain 60 months/60,000 miles Final Coat 10 year/unlimited miles Hybrid battery warranty 96 months/100,000 miles	36 months/36,000 miles bumper to bumper warranty Powertrain 60 months/60,000 miles Corrosion Perforation 60 months/60,000 miles Restraint Systems 60 months/60,000 miles Hybrid System 96 months/100,000 miles 20 Year 200,000 mile limited powertrain warranty
Vehicle Availability	2 instock - holding for us	2 in stock - unable to hold

Note: Any Warranty work and Toyota Care services can be completed at any US or Canada Toyota Dealership or Certified Mechanic, not dependant on where vehicle is purchased.



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

Memorandum

To: Story County Board of Supervisors
Through: Michael D. Cox, Director *[Signature]*
From: Ryan Wiemold, Parks Superintendent
Date: May 21, 2019
Re: Approval for Purchase of Patrol Rifles, Vehicle Mounts, and Ammunition for Story County Conservation for \$14,755.17.

The attached quotes show the price for the purchase for four patrol rifles and four vehicle mounts for the Story County Conservation law enforcement program. The items were originally requested in the FY20 budget but at the direction of the Story County Board of Supervisors, these items were moved forward for immediate procurement.

Specifications for the firearms were written to match the Story County Sherriff's Office patrol rifles. The patrol rifles were competed and Sons of Liberty Gunworks was selected for a total cost of \$8,045.77 for the rifles. This company has an outstanding reputation and is known nationwide for providing the very best in law enforcement firearms.

We would like the locking vehicle mounts to be installed by Keltex Inc. of Bondurant for \$4,455.40.

We would like to order Winchester ammunition from Ray O'Herron Inc. We are receiving a law enforcement agency discount (46%) off retail pricing. This ammunition tested very well at ballistics testing at a recent County Conservation Peace Officer Association event. This purchase would provide two years of practice and duty ammunition at a cost of \$2,254.00.

These items are a great step in providing our officers with the necessary tools to perform their functions as well as an investment in our community's safety. We appreciate your consideration.

The Story County Conservation Board urges your approval.

[Signature]
Approval

Disapproval

5-21-19
Date

Date



Quote #D5224

Thank you for the opportunity to Quote this for you. Please let us know if you have any questions by replying to this email. This quote was created by Kyle Grothues on April 17th 2019.

Ryan Weimold
McFarland Park
Ames, IA 50010

Notes: We usually quote about 8 weeks.



NEW M4-76 Rifle with Wedge Lock Rail, Liberty Fighting Trigger, A5, QD End Plate CUSTOMIZABLE

\$ 1,676.37

x 4

~~\$ 6,705.48~~

\$ -1,909.48

\$ 4,796.00

Rifle
16" Combat Grade Barrel Mid-length Gas System 5.56 NATO

M76 Wedge Lock M-LOK Rail, 13" Steel Barrel Nut, Includes Steel QD Socket

Loyal 9 (LE/FR or Dealer Only)

Liberty Fighting Trigger

Mil-Spec Safety Selector

Ergo 2 Suregrip Ar15-m16 Black

Magpul Moe SL Carb Stk Mil-spec Black

Sons of Liberty Raptor LT Charging Handle 5.56

Nox No Mount 5.56

Magpul Mbus Frnt Flip Sght Gen 2 Black

Magpul Mbus Rear Flip Sght Gen 2 Black

No MIL-SPEC

NO UPGRADE MIL-SPEC NO UPGRADE

MIL-SPEC NO UPGRADE

Anodized Black

None - None Selected

Story Co. Conservation

Allen Engage Tactical Rfl Case Black

Notes: Use Mil-Spec Buffer system

	<u>Entech Exps3 68moa Ring/2-1moa Dots</u>	\$ 669.00	x 4	\$ 2,676.00 \$ -280.00 \$ 2,396.00
	<u>Straight Protac HI-x Rail Mount</u>	\$ 133.69	x 4	\$ 534.76 \$ -58.76 \$ 476.00
	<u>Arisaka Offset Scout Mount M-Lok</u>	\$ 48.00	x 4	\$ 192.00 \$ -36.00 \$ 156.00
	<u>Magpul Ms4 Dual Qd Sling Gen2 Black</u>	\$ 56.95	x 4	\$ 227.80 \$ -27.84 \$ 199.96
	<u>Magpul M-lok Moe Mvg Black</u>	\$ 21.81	x 4	\$ 21.81

Subtotal	\$ 0.00
Shipping	<u>Select Shipping at Checkout</u>
Total	\$ 0.00

\$ 8,045.77

Proceed To Checkout

About this Quote/Questions?

- If you want to proceed with purchasing this Quote, Please simply click the checkout button above. If you want to make changes to your quote please reply to this email with the changes you'd like to make or Call 210-924-6499. This quote was created by Kyle Grothues
- Pricing is subject to change at any time.
- If you have any questions about your quote request please contact us at kyieg@sonsoflibertygw.com or call us at 210-924-6499 during undefined.



Main Phone: 641-227-2222
 Email: sales@keltelinc.com
 Address: PO Box 14 Baxter, IA 50028

QUOTATION

Quote Number: 27032

Quote Date: 04/16/2019

Quote Total: \$4,455.40

Quoted To:
 Story County Conservation
 56461 180th St

 Ames
 IA 50010

 Ph: 515-598-4763

Deliver To:
 Story County Conservation
 56461 180th St

 Ames
 IA 50010

Quote Notes:

Account	Customer Contact	Order Ref	Terr	Rep	Quote Valid for:	
101164	Ryan Wiemold	WEAPONS	1	AS	30 Days	
Item Code	Item Description	Quantity	List	Disc %	Unit Price	Line Total
SETINA CONTRACT	Iowa DAS Setina Products Master Agreement 0055090-15 FOB Destination, freight Paid.	1.00	\$0.00	0.00	\$0.00	\$0.00
LABOR CONTRACT	Iowa DAS KELTEK Labor Master Agreement 0055090-15 Ryan Wiemold, 515-232-2516 ext 4764 rwiemold@storycountylowa.gov Vehicles: (2) 2013 Chevy Silverado's ext. cab (1) 2017 Chevy Silverado ext. cab (1) 2014 Dodge Ram crew cab Weapon(s) Mounting, Freestanding Base	1.00	\$0.00	0.00	\$0.00	\$0.00
GF1092CHT07	T-Rail Free Standing Mount Kit 2007-2018 Silverado	3.00	\$179.00	25.00	\$134.25	\$402.75
GF1092DRT05	Ram Truck T-Rail Free Standing Mount Kit Weapons(s) Mounting, TRail	1.00	\$179.00	25.00	\$134.25	\$134.25
GK0068E	Single T Rail Mount with 1082E for Blac Rack	4.00	\$579.00	10.00	\$521.10	\$2084.40
SUPPLIES	General supplies consumed in servicing your vehicles/ projects	12.00	\$6.50	0.00	\$6.50	\$78.00
SH	Shipping cost calculated based on total order weight	98.00	\$2.00	0.00	\$2.00	\$176.00
DAS-KEL-LABOR	DAS Contract Labor Rate with KELTEK Inc. ALL Labor: Removal & Install	1.00	\$1580.00	0.00	\$1580.00	\$1580.00

Complete Shipments vs Partials -KELTEK only ships complete orders unless partials are specifically requested (shipments may be from multiple manufacturers). Partial shipments may result in multiple shipments and multiple invoices with payment terms starting at time of invoice.

Returns: Special order item sales are final. Returns need to be completed within 90 days of invoice. All returns are subject to a 50% restocking fee or a replacement order of 1.5 times the original order amount. Items need to be unopened and in original packaging. Please contact your inside sales rep for RA information.

Warranty: Please contact your inside sales rep for details.

Payment Methods: KELTEK accepts cash, check, Visa or Mastercard. There is a 2.31% processing fee for use of a credit card. Prepayment required if new account or no terms.

Subtotal:	4,455.40
Sales Tax:	0.00
Grand Total:	4,455.40

Internal Approval: _____

Customer Approval: _____



Quote

3649 N. VERMILION STREET, DANVILLE, IL 61832
WWW.OHERRON.COM - RAYOHERRON@OHERRON.COM
PHONE: 800-223-2097 - FAX: 800-223-3235

Quote # 1917798
Customer No: 00-50010PF
Date: 5/2/2019
Expiration Date: 5/2/2019

BILL TO:
STORY COUNTY CONSERVATION
56461 180TH STREET
Ames, IA 50010

SHIP TO:
STORY COUNTY CONSERVATION
56461 180TH STREET
Ames, IA 50010

Table with columns: SHIP VIA, PAYMENT TERMS, CONFIRM TO, ORDER COMMENT, ITEM NO, DESCRIPTION, QUANTITY, DISCOUNT %, PRICE, EXT PRICE. Includes items Q3131 and RA556B.

All ammo is at Iowa State contract prices and are W/O FET- FET paperwork required prior to purchase

Iowa Stae contract price includes drop shipping

ADD ACTUAL FREIGHT CHARGES ONLY if requested from in stock ammo which is shipped from the store

Quote Total: 2,254.00

Quoted prices are good until expiration date or 30 days from date of quote.
If you have questions or are ready to place an order please email orders@oherron.com or call 1-800-223-2097



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

Memorandum

To: Story County Board of Supervisors
Through: Michael D. Cox, Director 
From: Patrick Shehan, Special Projects Ranger
Date: May 21, 2019
Re: Consideration of Contract with Houston Engineering Inc. for the Exploratory Phase of the Removal or Modification of Hannums Mill Low-head Dam for \$52,900.

The attached contract with Houston Engineering Inc. secures their services to conduct the exploratory phase of removal or modification of the Hannums Mill dam in order to mitigate the dangers involved with low-head dams and to restore the South Skunk River to its natural historic flow. The services provided includes: Meetings and Coordination, Data Gathering, Permitting and Regulatory Correspondence, and Concept Development and Reporting. This is the last remaining low-head dam in Story County. These dams present significant public safety concerns and inhibit fish passage. Removal or mitigation of this dam is called for in the South Skunk River Water Trail Plan and referenced in the C2C Plan. The Story County Conservation Board requests the use of Energy Transfer Funds for this contract.

The Story County Conservation Board recommends your approval of this contract.


Approval

5-21-19
Date

Disapproval

Date



West Des Moines Office

515.401.1471

5550 Wild Rose Lane, Suite 400 West Des Moines, IA 50266

May 7, 2019

Pat Shehan
Story County Conservation
56461 180th St.
Ames, Iowa 50010-9451

Subject: Hannum's Mill Dam Mitigation Scope of Work (Phase 1: Exploratory Phase)

Dear Pat:

As discussed, we are providing a scope of services for exploratory level engineering and survey work associated with the Hannum's Mill Dam Mitigation Project to Story County Conservation. We understand that this first phase is for exploratory engineering. During this phase we will gather data about the site, develop a regulatory outline to establish design criteria, evaluate public input to formulate project goals, and consider three concepts with respect to those criteria and goals.

From discussions with you and the Iowa DNR, it appears there are several concepts that may be pursued as the desired outcome for the dam and adjacent stream including: single stage or phased dam removal and a fish-passable grade control structure (rock arches).

We have prepared the attached proposal, which provides a detailed set of tasks and costs. Also attached is the scoping table you provided. Please review this scope of services and let me or Greg Bowles (Principal-In-Charge) know if you have any questions. If you would like us to proceed, please sign the agreement on the last page of this proposal.

Sincerely,

HOUSTON ENGINEERING INC.

A handwritten signature in black ink, appearing to read 'Rob Davis', is written over a horizontal line.

Rob Davis, MS
Client Manager
Direct: 515.401.1471
rdavis@houstoneng.com

A handwritten signature in black ink, appearing to read 'Greg Bowles', is written over a horizontal line.

Greg Bowles, PE
Principal-in-Charge
Direct: 763.493.6670
gbowles@houstoneng.com

SCOPE OF SERVICES

1. Meetings and Coordination:

HEI will start with a kick-off meeting and site visit. This site visit will help us evaluate survey needs and gain perspective on the stability issues of the Skunk River. During the course of the project we also anticipate three (3) in-person meetings, four (4) conference calls, and two (2) public input meetings.

2. Gather Data:

Before and after the kick-off meeting, HEI will gather existing plans, prior listening reports, develop a project basemap, and review process recommendations in Chapter 10, Dam Mitigation, of Iowa's River Restoration Toolbox.

To evaluate the feasibility of concepts, initial survey information is needed in the vicinity of the existing dam. A site visit, following the kick-off meeting, will be used to inform survey needs for the project. The proposed survey area considered in the scope of work will extend from West Riverside Road on the downstream end to 0.25 miles upstream from the dam. We will also order a utility locate and survey any marked utilities. It is assumed that Story County Conservation will assist with access to the site for the survey work.

3. Permitting and Regulatory Correspondence:

HEI will initiate a pre-application review with the US Army Corps of Engineers and the Iowa DNR. Under the federal Clean Water Act, the project will qualify for the Nationwide Permit #53. NWP #53 will require a review of cultural / historic resources (compliance with Section 106 of the National Historic Preservation Act) and a review of federally listed threatened and endangered species, for compliance with the federal Endangered Species Act. A Floodplain permit will be required from the Iowa DNR for work taking place within the floodplain. An Iowa DNR Sovereign Lands Permit will not be required, as this reach of the Skunk River is not protected under these rules. HEI will use guidance from the pre-application review and summarize within the Exploratory Phase Report.

HEI has retained Tallgrass Archaeology to complete the Cultural Resources investigation of the project site. The Cultural Resources investigation will include an intensive Phase I archaeological investigation of the Area of Potential Effect encompassing the project area where any potential impacts related to the project might occur. This will involve systematic subsurface testing conducted according to the current guideline for Phase I studies in Iowa as revised in November 2018. Any archaeological sites encountered will be evaluated as to their potential for eligibility for inclusion in the National Register of Historic Places (NRHP). In addition, the NRHP eligibility of the existing low-head dam will be evaluated as an architectural property.

HEI has also retained the Iowa Hygienic Lab to complete a mussel reconnaissance survey of the project area to identify the presence of any listed threatened or

endangered mussel species. Iowa Hygienic Lab will complete a mussel survey in late summer and prepare a summary report of their species findings. This data will be summarized into Exploratory Phase Report, with a discussion of the regulatory considerations of these findings.

HEI will summarize all preliminary site data into the Exploratory Phase Report. This will include the conclusions of the mussel reconnaissance report and the Phase I Cultural and Historical Resources Report. The Exploratory Phase Draft Report will also include a summary of state and federally listed threatened and endangered species and associated pertinent design considerations, schedule considerations, and other matters regarding state or federal listed species. The report will include a section describing all regulatory considerations and an outline to move the project forward.

HEI is not proposing to officially initiate National Environmental Policy Act (NEPA) review under the Phase I Exploratory Review. The data collected under this phase will allow us to develop a regulatory outline and identify the scope of potential environmental regulations pertinent to the project. Based on the scope identified through this process, HEI with Story County will identify the lead agency and schedule a meeting with this agency to discuss the findings from this Exploratory Phase.

4. Concept Development and Reporting:

An online survey distributed to project stakeholders (regulators, local historic preservation commission, local interested public, angling groups, nearby landowners, paddlers, campers, business interests, agency partners, conservation board members, etc.) will be used to facilitate development of project goals and prioritization of those goals. Chapter 10, Dam Mitigation, of Iowa's River Restoration Toolbox and Chapter 5, Geomorphic channel design will be utilized to establish a process for developing feasible concept alternatives.

Three (3) concepts will be developed. These concepts will include renderings and cost estimates and will be evaluated compared to the project goals and prioritization. The concepts will be presented to the stakeholders for feedback prior to a recommendation and final report.

Deliverables

Three (3) face to face meetings, four (4) conference calls, and two (2) public input meetings.

- Up to 2 public presentations.
- Draft and final Exploratory Phase Report. Which includes:
 - Regulatory review and resource considerations, including cultural and historic resources, mussel populations, and threatened and endangered species.
 - Write-up of prioritized project goals
 - Up to 3 concept design renderings with cost estimate.
 - Analysis of concepts compared to project goals
 - Recommendation

Assumptions



Story County Conservation
5/7/2019
Page 4

- Story County Conservation will provide contact information for stakeholders and assist in dispersing information to stakeholders.
- Story County Conservation will facilitate access to the project site for survey and site visits.
- One day of survey for the exploratory phase. Additional survey will be needed prior to subsequent phases and plan development.
- Sediment testing and sediment transport modeling will not be performed during the exploratory stage and is recommended depending on the selected concept alternative.
- No hydraulic modeling will be completed during this exploratory phase; however, the project is located in the FEMA Floodway and will require a no-rise certificate, which will be a consideration during project criteria development.
- A draft report will be provided to project stakeholders and one (1) revision based on stakeholder comments will be made.

Cost Estimate and Timeline

HEI will perform the professional services identified on a time and materials basis. Estimated costs for individual task are as follows:

Meetings and Coordination:	\$ 9,100
Gather Data	\$ 6,100
Permitting and Regulatory Correspondence:	\$ 21,900
Concept Development and Reporting:	\$ 15,800
Total Estimated Cost:	\$ 52,900

HEI will not exceed the scope and budget for the completion of this work without prior authorization from Story County Conservation. The estimated cost is based upon the project approach and the assumptions. Invoices will be submitted periodically (customarily on a monthly basis) and are due and payable upon receipt. Invoices will include the amount of work currently performed on the total project costs for that given period.

HEI will complete the preparation of the Engineer's Report by **August 31, 2019**. This completion date is dependent on prompt scheduling of meetings and the stage of the river lowering such that the mussel survey may be completed.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first above written:

CLIENT/OWNER

BY: [Signature]
AUTHORIZED REPRESENTATIVE

TITLE: Chair, Bd. of Sups

DATE: 5-21-19

HOUSTON ENGINEERING, INC.

BY: [Signature]

TITLE: Office Manager

DATE: May 7, 2019

PLEASE SIGN AND RETURN ONE COPY TO HOUSTON ENGINEERING, INC:
Attn: Rob Davis, 5550 Wild Rose Lane, Suite 400, West Des Moines, IA 50233,

**Hannum's Mill Dam Mitigation (Skunk River) Scope of Work and Project
Development/Design Estimate
Phase 1: Exploratory Phase**

Meetings and Coordination		\$ 9,100
	Kick-off Meeting (plus agenda and notes)	
	In-person meetings (3) (plus agenda and notes)	
	Conference calls (4)	
	Public Input Meetings (2) (Prepare presentation)	
Gather Data		\$ 6,100
	Gather existing plans, prior listening reports, infrastructure/utility locations, and develop project base map, and review process recommendations and options in Chapter 10, Dam Mitigation, of Iowa's River Restoration Toolbox.	
	Upstream sediment characterization of removal scenario and identify upstream channel restoration needs using Chapter 10, Dam Mitigation, of Iowa's River Restoration Toolbox and Chapter 5, Geomorphic Channel Design.	
	Utility Call	
	Land and bathymetry survey of project vicinity	
Permitting and Regulatory Correspondence		\$ 21,900
	Pre-application review with U.S. Army Corps of Engineers and Iowa DNR.	
	Mussel reconnaissance report for potential project footprint area.	
	Develop APE for most adverse cultural scenario, deliver Preliminary Phase 1 cultural review report by qualified architectural historian and archaeologist team developed to determine NRHP eligibility of potentially affected dam, potential historic complex, or earthwork in the project vicinity that may adversely affect properties eligible for NRHP.	
	Regulatory review of proposed project. Summarize identified regulatory considerations (cultural / historic, aquatic life, federal and state-listed threatened and endangered species, among others) in Exploratory Phase Draft and Final Reports. Identify required permits and outline path forward.	
	Determine lead federal agency for NEPA and Section 106 process. Schedule a pre-application meeting with agency to discuss findings and considerations for moving forward.	
Concept Development and Reporting		\$ 15,800
	Develop Prioritized Project Goals with all stakeholders via online survey. (regulators, local historic preservation commission, local interested public, angling groups, nearby landowners, paddlers, campers, business interests, agency partners, conservation board members, etc.)	
	Develop Conceptual Design Renderings (GIS map and CAD typical Sheets (3 concepts)	
	Develop Cost estimates (3)	
	Analysis of each option compared to the project goals.	
	Exploratory Phase Draft Report	
	Exploratory Phase Final Report	
	TOTAL COSTS	\$ 52,900

General Terms and Conditions

1. **STANDARD OF CARE**

Houston shall perform its Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances in the region where the Project is located.
2. **PAYMENT TERMS**

Invoices will be submitted periodically (customarily on a monthly basis) and are due and payable upon receipt. Client agrees to pay a service charge on all accounts 30 days or most past due at a rate equal to one percent (1%) each month but in no event shall such service charge exceed the maximum amount allowed by law. Acceptance of any payment from Client without accrued service charges shall not be deemed to be a waiver of such service charges by Houston. In the event Client is past due with respect to any invoice Houston may, after giving five (5) days written notice to Client, suspend all services without liability until Client has paid in full all amounts owing Houston on account of services rendered and expenses incurred, including service charges on past due invoices. Payment of invoices is not subject to discount or offset by Client.
3. **CHANGES OR DELAYS**

If the Project requires conceptual or process development services, such services often are not fully definable in the initial planning. If, as the Project progresses, facts develop that in Houston's judgment dictate a change in the Services to be performed, Houston shall inform Client of such changes and the parties shall negotiate, in good faith, with respect to any change in scope and adjustment to the time of performance and compensation and modify the Agreement accordingly. In the event the parties are unable to reach an agreement, either party may terminate this Agreement without liability by giving fourteen (14) days written notice to the other party. In the event of termination, the final invoice will include all Services and expenses associated with the Project up to the effective date of termination, and will also include equitable adjustment to reimburse Houston for any termination settlement costs incurred relating to commitments that had become firm before termination plus a 10 percent markup on those settlement costs.
4. **PAYMENT**

Where the method of payment under the Agreement is based upon cost reimbursement (e.g., hourly rate, time and materials, direct personnel expense, per diem, etc.), the following shall apply: (a) the minimum time segment for charging work is one-quarter hour; (b) labor (hours worked) and expenses will be charged at rates commensurate with the attached fee schedule or, if none is attached, with Houston's current fee schedule (at the time of the work); (c) when applicable, rental charges will be applied to cover the cost of pilot-scale facilities or equipment, apparatus, instrumentation, or other technical machinery. When such charges are applicable, Client will be advised at the start of an assignment, task, or phase; and (d) invoices based upon cost reimbursement will be submitted showing labor (hours worked) and total expense. If requested by Client, Houston shall provide supporting documentation at Client's cost, including labor and copying costs.
5. **TERMINATION**

Either party may terminate this Agreement, in whole or in part, by giving fourteen (14) days written notice to the other party, if the other party fails to fulfill its obligations under this Agreement through no fault of the terminating party. In such event, and subject to the limitations set forth in this Agreement, the non-defaulting party may pursue its rights and remedies as contemplated by this Agreement and as allowed by law.
6. **LIMITATION OF LIABILITY**

In no event shall Houston be liable for incidental, indirect or consequential damages of any kind. Houston's maximum cumulative liability with respect to all claims and liabilities under this Agreement, whether or not insured, shall not exceed the greater of \$50,000 or the total compensation received by Houston under this Agreement. The disclaimers and limitations of liability set forth in this Agreement shall apply regardless of any other contrary provision set forth and regardless of the form of action; whether in contract, tort or otherwise. Each provision of this Agreement which provides for a limitation of liability, disclaimer of warranty or condition or exclusion of damages is severable and independent of any other provision and is to be enforced as such. Client hereby releases Houston from any and all liability over and above the limitations set forth in this paragraph.
7. **INSURANCE**

Houston shall obtain and maintain during the term of this Agreement, at its own expense, workers' compensation insurance and comprehensive general liability insurance in amounts determined by Houston and will, upon request, furnish insurance certificates to Client. The existence of any such insurance shall not increase Houston's liability as limited by paragraph 6 above.
8. **HAZARDOUS SUBSTANCES**

Client shall furnish or cause to be furnished to Houston all documents and information known by Client that relate to the identity, location, quantity, nature, or characteristics of any asbestos, pollutant or hazardous substance, however defined ("Hazardous Substances") at, on or under the Project site. Houston is not, and has no responsibility as a handler, generator, operator, treater, storer, transporter, or disposer of Hazardous Substances found or identified at the Project. Client agrees to bring no claim for fault, negligence, breach of contract, indemnity, or other action against Houston, its principals, employees, agents, and consultants, if such claim in any way would relate to Hazardous Substances in connection with the Project. Client further agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless Houston, its principals, employees, agents, and consultants from and against all claims, damages, losses, and expenses, direct or indirect, or consequential damages, including but not limited to fees and charges for attorneys and court and arbitration costs, arising out of or resulting from the performance of Houston's Services hereunder, or claims brought against Houston by third parties arising from Houston's Services or the services of others and/or work in any way associated with Hazardous Substance activities. This indemnification shall survive termination of this Agreement.
9. **INDEMNIFICATION**

Client shall indemnify, and hold harmless Houston, together with its officers, directors, agents, consultants and employees from and against any and all claims, costs, losses and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Client's breach of this Agreement or Client's fault, negligent acts or omissions or intentional misconduct in connection with this Agreement or the Project. Subject to the limitations set forth in this Agreement, Houston shall indemnify and hold harmless Client, together with its officers, directors, agents, consultants and employees from and against any and all claims, costs, losses and damages, including attorneys' fees and other costs of litigation or dispute resolution arising directly or indirectly from Houston's breach of this Agreement or Houston's fault, negligent acts or omissions or intentional misconduct in connection with this Agreement or the Project. The indemnification obligations set forth in this paragraph shall survive termination of this Agreement.
10. **WARRANTY**

Except as specifically set forth in this Agreement, Houston has not made and does not make any warranties or representations whatsoever, express or implied, as to Services performed or products provided including, without limitation, any warranty or representation as to: (a) the merchantability or fitness or suitability of the Services or products for a particular use or purpose whether or not disclosed to Houston; and (b) delivery of the Services and products free of the rightful claim of any person by way of infringement (including, but not limited to, patent or copyright infringement) or the like. Houston does not warrant and will not be liable for any design, material or construction criteria furnished or specified by Client and incorporated into the Services provided hereunder.

11. PROJECT SITE

Client shall furnish such reports, data, studies, plans, specifications, documents, and other information regarding surface and subsurface site conditions required by Houston for proper performance of its Services. Houston shall be entitled to rely upon Client provided documents and information in performing the Services required under this Agreement. Houston assumes no responsibility or liability for the accuracy or completeness of any such documents or information. Houston will not direct, supervise, or control the work, means or methods of contractors or their subcontractors in connection with the Project. Houston's Services will not include a review or evaluation of the contractor's or subcontractor's safety measures. The presence of Houston, its employees, agents or subcontractors on a site shall not imply that Houston controls the operations of others nor shall it be construed to be an acceptance by Houston of any responsibility for job-site safety.

12. CONFIDENTIALITY

Houston shall maintain as confidential and not disclose to others without Client's prior consent all information obtained from Client that was not otherwise previously known to Houston or in the public domain and is expressly designated by Client in writing to be "CONFIDENTIAL." The provisions of this paragraph shall not apply to information in whatever form that (a) is published or comes into the public domain through no fault of Houston, (b) is furnished by or obtained from a third party who is under no obligation to keep the information confidential, or (c) is required to be disclosed by law on order of a court, administrative agency, or other authority with proper jurisdiction. Client agrees that Houston may use and publish Client's name and a general description of Houston's services with respect to the Project in describing Houston's experience and qualifications to other clients or potential clients.

13. RE-USE OF DOCUMENTS

All documents, including drawings and specifications, prepared or furnished by Houston (and Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors) pursuant to this Agreement are instruments of service in respect of the Project, and Houston shall retain ownership thereof, whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the Project; however, such documents are not intended or represented to be suitable for re-use by Client or others on extensions of the Project or on any other project. Any re-use without written verification or adaptation by Houston for the specific purpose intended will be at Client's sole risk and without liability to Houston or Houston's affiliates, agents, subsidiaries, independent professional associates, consultants, and subcontractors with respect to any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting therefrom. Any such verification or adaptation will entitle Houston to further compensation at rates to be agreed upon by Client and Houston.

14. REMEDIES

Subject to the limitations set forth in this Agreement, in the event any party is in default of this Agreement, the non-defaulting party shall be entitled to pursue all rights and remedies available to it under this Agreement or as allowed by law.

15. PROPRIETARY DATA

The technical and pricing information in connection with the Services provided by Houston is confidential and proprietary and is not to be disclosed or otherwise made available to third parties by Client without the express written consent of Houston.

16. GOVERNING LAW

The validity, construction and performance of this Agreement and all disputes between the parties arising out of or related to this Agreement shall be governed by the laws, without regard to the law as to choice or conflict of law, of the State of North Dakota. Client consents to jurisdiction as to all issues concerning or relating to this Agreement or the Project with the federal or state district courts designated for Cass County, North Dakota.

17. DATA PRACTICES ACT REQUESTS

Houston considers certain information developed during the execution of services as "not public" and "protected" from public disclosure under the various local, state and federal data practices laws. Client shall reimburse Houston for any and all costs and expenses, including attorneys' fees associated with any requests for release of information under any such laws.

18. FORCE MAJURE

Houston shall not be liable for any loss, damage or delay resulting out of its failure to perform hereunder due to causes beyond its reasonable control including, without limitation, acts of nature or the Client, acts of civil or military authority, terrorists threats or attacks, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, delays in transportation, transportation embargos, extraordinary weather conditions or other natural catastrophe or any other cause beyond the reasonable control of Houston. In the event of any such delay, Houston's performance date(s) will be extended for that length of time as may be reasonably necessary to compensate for the delay.

19. WAIVER OF JURY

In the interest of expediting any disputes that might arise between Houston and Client, Client hereby waives its rights to a trial by jury of any dispute or claim concerning this Agreement, the Services, the Project and any other documents or agreements contemplated by or executed in connection with this Agreement.

20. NOTICES

Any and all notices, demands or other communications required or desired to be given under this Agreement shall be in writing and shall be validly given or made if personally served; sent by commercial carrier service; or if deposited in the United States Mail, certified or registered, postage prepared, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail or commercial carrier service, such notice shall be conclusively deemed given three (3) days after deposit thereof in the United States Mail or with a commercial carrier service. Notices, demand or other communications required or desired hereunder shall be addressed to the individuals indicated in this Agreement at the addresses indicated in this Agreement. Any party may change its address or authorized recipient for purposes of this paragraph by written notice given in the manner provided above.

21. MISCELLANEOUS

This Agreement shall take precedence over any inconsistent or contradictory provisions contained in any proposal, contract, purchase order, requisition, notice-to-proceed, or like document regarding the Services. If any provision of this Agreement is determined to be invalid or unenforceable in whole or part by a court of competent jurisdiction, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties hereto. The parties agree to reform this Agreement to replace any such invalid or unenforceable provision with a valid and enforceable provision that as closely as possible expresses the intention of the stricken provision. This Agreement, including but not limited to the indemnification provisions, shall survive the completion of the Services under this Agreement and the termination of this Agreement. This Agreement gives no rights or benefits to anyone other than Houston and Client and has no third party beneficiaries except as may be specifically set forth in this Agreement. This Agreement constitutes the entire agreement between the parties and shall not in any way be modified, varied or amended unless in writing signed by the parties. Prior negotiations, writings, quotes, and understandings relating to the subject matter of this Agreement are merged herein and are superseded and canceled by this Agreement. Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement. This Agreement and the rights and duties hereunder may not be assigned by Client, in whole or in part, without Houston's prior written approval. No failure or delay on the part of Houston in exercising the right, power or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any rights, power or remedy preclude any other or further exercise thereof or the exercise of any other right, power or remedy hereunder. The remedies provided in this Agreement are cumulative and not exclusive of all remedies provided by law.



2019 FEE SCHEDULE

The following is a schedule of hourly rates and charges for engineering and surveying services offered by Houston Engineering, Inc. These rates are subject to a modest increase on January 1st of each year (typically no more than 5%).

Category	2019 Rates
Engineer I	\$121
Engineer II	134
Engineer III	151
Project Engineer	168
Project Manager	184
Sr Project Manager	202
Scientist I	\$121
Scientist II	134
Scientist III	152
Project Mgr – Environmental	178
Sr Project Mgr – Environmental	202
Hydrogeologist I	\$121
Hydrogeologist II	134
Hydrogeologist III	152
Sr Hydrogeologist	190
Construction Engineer	\$139
Sr Construction Engineer	165
Land Surveyor I	\$121
Land Surveyor II	139
Land Surveyor III	153
Project Mgr – Land Surveying	165
Sr Project Manager – Land Surveying	184
Survey Crews:	
1-Person Crew (+ equipment)	\$147
2-Person Crew (+ equipment)	178
3-Person Crew (+ equipment)	222
4-Person Crew (+ equipment)	248
Landscape Architect	\$129
CAD Technician I	\$82
CAD Technician II	95
CAD Supervisor	108
Designer I	\$127
Designer II	136
Sr Designer	146
Engineering Specialist	155
Technician Intern (all areas)	\$82
Technician I	\$95
Technician II	108
Sr Technician	121

Category	2019 Rates
Right-of-Way Technician	\$110
Right-of-Way Specialist	184
GIS Analyst I	\$90
GIS Analyst II	105
GIS Analyst III	121
Sr GIS Analyst	139
Project Manager – GIS	152
Sr Project Manager – GIS	178
Software Engineer I	\$105
Software Engineer II	121
Software Engineer III	139
Sr Software Engineer	152
Computer Technician	\$146
Communications Specialist	\$82
Sr Communications Specialist	90
Administrative Assistant	\$77
Sr Administrative Assistant	82
Planner	\$133
Senior Planner	184
Legislative/Grant Specialist	\$171
Expert Witness	222
Drone Pilot	\$129
Drone Visual Observer	49

Chargeable Expenses	Rate
Subsistence	Actual Cost
Mileage-Vehicles:	
2-Wheel Drive	IRS Standard Rate
4-Wheel Drive	IRS Standard Rate + \$0.20/Mile
GPS Equipment	\$25/hour/unit
Robotic Total Station	\$40/hour
ATV/Snowmobile/Boat	\$15/hour
ATV with Tracks	\$30/hour
Hydrone RCV	\$50/hour
Small UAS	\$25/hour
Delivery, Postage, Printing	Actual Cost
Surveying Materials, Special Equipment, and other Materials required	Actual Cost
Subconsultants	Actual Cost + 10%

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

Prepared By: Amelia Schoeneman, Story County Planning and Development, 900 6th 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 19-116**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to subdivide real estate from Blake Haan, 61770 315th Street, Maxwell, Iowa, 50161, involving the real estate located in Section 24 of Union Township at 61770 315th Street, Maxwell, Iowa, and identified as Parcel #14-24-400-125, hereinafter described on Attachment A and shown on Attachment B, and

WHEREAS, Blake L. and Michele R. Haan are 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 Haan Subdivision, 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 Haan Subdivision.

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 19-116 to be affixed to said Final Plat upon its approval by the Board of Supervisors.

Dated this 21st day of May, 2019.

Board of Supervisors
Story County, Iowa

County Auditor
Story County, Iowa

Moved by: Olson

Seconded by: Murken

Voting Aye: Olson, Murken

Voting Nay: None

Absent: Rick Sanders

ATTACHMENT A

Legal Description

A subdivision of Parcel C, as shown on the Plat of Survey filed in Slide 225, Page 1, in the North Half of the Southeast Quarter of Section 24, Township 82 North, Range 23 West of the 5th P.M., Story County, Iowa, being more currently described as follows: Commencing at the East Quarter Corner of said Section 24; thence S89°45'20"W, 1196.12 feet along the north line of said Southeast Quarter to the Northeast Corner of said Parcel C and the point of beginning; thence continuing S89°45'20"W, 618.41 feet to the Northwest Corner thereof; thence S00°12'16"W, 315.22 feet to the Southwest Corner thereof; thence S89°45'24"E, 612.04 feet to the Southeast Corner of said Parcel C; thence N01°20'28"E, 320.54 feet to the point of beginning, containing 4.49 acres, which includes 0.47 acres of existing public right of way.

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

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

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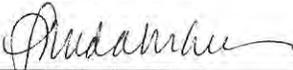
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AND WHEREAS, it is the opinion of the Board of Supervisors of Story County, Iowa, that it is advisable and in the best interests of Story County, Iowa, and all persons concerned, that said Plat be approved, and accepted.

NOW, THEREFORE, BE IT RESOLVED that the Residential Parcel Subdivision Plat of the Haan Subdivision, 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 Haan Subdivision.

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 19-116 to be affixed to said Final Plat upon its approval by the Board of Supervisors.

Dated this 21st day of May, 2019.



Board of Supervisors
Story County, Iowa



County Auditor
Story County, Iowa

Moved by: Olson

Seconded by: Murken

Voting Aye: Olson, Murken

Voting Nay: None

Absent: Rick Sanders

ATTACHMENT A

Legal Description

A subdivision of Parcel C, as shown on the Plat of Survey filed in Slide 225, Page 1, in the North Half of the Southeast Quarter of Section 24, Township 82 North, Range 23 West of the 5th P.M., Story County, Iowa, being more currently described as follows: Commencing at the East Quarter Corner of said Section 24; thence S89°45'20"W, 1196.12 feet along the north line of said Southeast Quarter to the Northeast Corner of said Parcel C and the point of beginning; thence continuing S89°45'20"W, 618.41 feet to the Northwest Corner thereof; thence S00°12'16"W, 315.22 feet to the Southwest Corner thereof; thence S89°45'24"E, 612.04 feet to the Southeast Corner of said Parcel C; thence N01°20'28"E, 320.54 feet to the point of beginning, containing 4.49 acres, which includes 0.47 acres of existing public right of way.

Staff Report

Board of Supervisors

Date of Meeting:
May 21, 2019

Case Number SUB07-19

Residential Parcel Subdivision – Haan Subdivision
Resolution No. 19-116

APPLICANT: Blake Haan
61770 315th
Maxwell, Iowa
50161

STAFF PROJECT MANAGER: Amelia Schoeneman, Planner

SUMMARY: A Residential Parcel Subdivision request to create two development lots as follows: proposed Lot 1, a 1.36 net-acre lot, which would be considered buildable for a dwelling, and proposed Lot 2, a 2.66 net-acre lot located to the west of proposed Lot 1 containing the existing single-family dwelling and accessory structures at 61770 315th Street. 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

Blake Haan
61770 315th
Maxwell, Iowa
50161

Parcel Identification Number

14-24-400-125

Property Address

61770 315th
Maxwell, Iowa

Location of Subdivision

Union Township (Section 24, Township 82, Range 23)

Size of Area

4.02 acres (total net-acreage of subdivision)

Districts

A-1 Agricultural Zoning District
Collins-Maxwell School District
Story County Ambulance and Maxwell Fire Department
Consumers Energy and Iowa Regional Utilities Association
Indian Creek Watershed
Indian Creek #66 Drainage District

Cities within Two Miles

None

Description of Proposed Subdivision

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

1. Proposed Lot 1, a 1.36 net-acre lot, which would be considered buildable for a dwelling, and
2. Proposed Lot 2, a 2.66 net-acre lot located to the west of proposed Lot 1 containing the existing single-family dwelling and accessory structures at 61770 315th Street.

Proposed Lot 2 and the existing dwelling are planned to be sold. The applicant will retain ownership of proposed Lot 1 and plans to place a manufactured home on the property. Staff have communicated tie down and width requirements to the applicant. The applicant plans to construct a new dwelling on proposed Lot 1 and remove the manufactured dwelling within in three to five years. Both lots have frontage on 315th Street. The existing access off 315th Street is proposed to be located on proposed Lot 2 and shared with proposed Lot 1. A written access easement was provided as part of the subdivision attachments and the easement is shown on the plat.

Current and Future Land Use



The subject property is a 4.2 net-acre parcel created in 2004 when the existing dwelling was divided from the adjacent agricultural parcels under the farmstead exception to the 35-acre minimum lot size requirement for dwellings in the A-1 Agricultural District. The dwelling on the subject property was constructed in 1923. As a division took place in 2004, any further divisions require a subdivision. Lots created through the Residential Parcel Subdivision process meet an exception to the 35-acre minimum lot size requirement to construct a dwelling in the A-1 District.

The subject property is designated as Rural Residential Area by the Cornerstone to Capstone (C2C) Comprehensive Plan: "the Rural Residential Area offers rural housing market choices in unincorporated areas of Story County, typically with larger lot sizes than available within city limits. The existing residential land uses that are found in rural Story County provide a desirable housing market worthy of both protection and cultivation." Principles for the designation include minimizing conflicts with agricultural uses, natural resources, and ensuring development is compatible with the rural character of the area. There are no designated natural areas on the subject property and the area being divided is the same as that of the original farmstead and is not in agricultural production. The requirements for a residential parcel subdivision help preserve agricultural land: a residential parcel subdivision is limited to yielding two lots, a minimum of one net acre, and once approved, no further residential parcel subdivisions can take place to create additional buildable lots.

Surrounding Land Use

The property is located 2.5 miles east of Cambridge and 3 miles west of Huxley.

Adjacent properties are as follows:

North:

An 18.33 net-acre and a 19 net-acre parcel under common ownership and in agricultural production.

Southeast:

A 36.88 net-acre parcel in agricultural production from which the subject property was divided in 2004.

Southwest:

A 35.76 net-acre parcel in agricultural production from which the subject property was divided in 2004.

There are a total of 16 parcels located within a quarter mile of the subject property. Of these properties, two including the subject property contain single-family dwellings. Ten 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 – Haan Subdivision, Case No. 07-19. 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 on April 29, 2019. The following comments were received:

Planning and Development

1. A residential parcel subdivision will create two lots that are each buildable for one single-family dwelling. Please describe any plans to construct a dwelling on Lot 1, including the potential location, design/type, and construction timeline.
2. What are the plans for Lot 2? Will it be sold?

Story County Engineer Comments for Property Owner

1. Any new driveway changes to an existing driveway will require a permit from our office.

Story County Assessor Comments for Property Owner

1. Lot 1 will be Assessed under the Iowa Platting Law. Lot 1 will be assessed as excess residential land for 5 years or until built upon. If the lot is vacant after 5 years, the lot will be assessed at market value.

Story County Environmental Health Comments for Property Owner

1. No Environmental Health Concerns. New septic will have to go to the south side of the property, 50' setback from the well to the septic tank and 100' to the secondary system.



Protect the area on the south side of the property from construction traffic so as not to compact the soil. Owner has already submitted a septic application.

2. Please confirm the well will be plugged. *Property owner confirmed.*

General Public

Notification letters were mailed to surrounding property owners within a quarter-mile regarding the public meeting on the subdivision request May 15, 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. The subject property is a 4.2 net-acre parcel created in 2004 when the existing dwelling was divided from the adjacent agricultural parcels under the farmstead exception to the 35-acre requirement for dwellings in the A-1 Agricultural District.
3. Both proposed Lot 1 and 2 have road frontage on 315th Street, a gravel County road. A shared access is proposed and an easement has been provided.
4. The subject property is designated as Rural Residential Area by the Cornerstone to Capstone (C2C) Comprehensive Plan. The Residential Parcel Subdivision will create one additional development lot, on which the applicant will construct a dwelling. No land will be taken out of agricultural production.
5. There are a total of sixteen parcels within a quarter mile of the subject property and two contain dwellings. Ten parcels without dwellings meet the minimum lot size requirements to construct a single-family dwelling in the A-1 Agricultural District.

Alternatives

Story County Planning & Development Staff recommend the approval of Haan Subdivision Residential Parcel Subdivision Plat as proposed (alternative #1).

1. **The Story County Board of Supervisors approves Resolution #19-116, the Residential Parcel Subdivision Plat – Haan Subdivision as put forth in SUB07-19.**
2. The Story County Board of Supervisors approves Resolution #19-116, the Residential Parcel Subdivision Plat – Haan Subdivision as put forth in SUB07-19 with conditions.
3. The Story County Board of Supervisors denies Resolution #19-116, the Residential Parcel Subdivision Plat – Haan Subdivision as put forth in SUB07-19.
4. The Story County Board of Supervisors tables the decision on Resolution #19-116, the Residential Parcel Subdivision Plat – Haan Subdivision as put forth in SUB07-19, 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.

history and formulation of the County's LESA system and the extensive process previous Planning Staff and committee went through prior to its adoption (June 1985 Report is posted to the Agenda Center). The Planning and Development staff indicated that the current LESA system adequately identifies agricultural properties specifically when reviewing and considering CUP application and rezoning application requests.

Prior to adoption of LESA, Story County used the Corn Suitability Rating to determine the soil suitability and disposition for agricultural use. We learned that past Planning staff studied info about LESA for three years before preparing to create current system. Statistical analysis was prepared that included a random sampling of 96 of 9,848 agricultural parcels to help determine the LESA score thresholds, the questions, and determine their overall effectiveness in protecting prime agricultural land.

Planning and Development staff shared the following conclusions regarding the current LESA system.

- 1. The current LESA system used by Story County has been effective in evaluating the productivity of the soil and agricultural value for continued agricultural use of properties.**
- 2. The LESA system, as intended, has been valuable in identifying and preserving agricultural properties having higher suitability (higher scores) for agricultural use and from altering the land use to other nonagricultural uses specifically when considering proposed Conditional Use Permit and Rezoning application requests.**
- 3. The current approach and questions are reasonable and provide an adequate way to evaluate the current and future agricultural use of the property. To add new questions will require conducting statistical analysis similar to the process that occurred in 1986.**
- 4. Keeping the current LESA system has merit. Changing to an automated system may be possible, however it will require additional cost for the County to hire a consultant to build a GIS model. Additionally, a new program would require an on-going commitment of staff time.**
- 5. The current approach encourages property owners and prospective property owners to communicate with Planning and Development staff about their plans prior to hiring a land surveyor and/or engineer to divide their property and prepare development plans.**
- 6. When Property Research applications are submitted, Planning and Development staff is informed about property owner's and prospective buyer's future plans and we are able to provide a thorough written response on their plans including various options.**
- 7. Definitions are needed for the LESA system to improve clarity and consistency in evaluating properties.**
- 8. Obtaining actual city water and sanitary sewer line and fertilizer sales locations will improve accuracy in property evaluations.**

Commissioner Smith indicated that while he supports an automated approach to LESA, he is also interested in transparency and putting the form as well as background information about LESA on the Planning and Development website would be valuable to educate the general public. Smith further suggested that we provide details about what is considered by staff for each question.

Commissioner Cable indicated he was not in favor of some of the limitations in LESA that restrict development opportunities. Planning and Development staff responded that the goal is to preserve prime agricultural land and keep it from changing to other non-agricultural uses.

Commissioner Moore suggested that all LESA score results be placed on the Planning and Development website as it is public information. Planning and Development staff indicated that it

was possible, however there is a concern that the information could be dated and unreliable as areas change.

Commissioner Sherwood also suggested that the application, form, a written narrative of the LESA system and descriptions of what is considered for each question be placed on the Planning and Development Website and asked that this be a new condition, #8.

Commissioner Moore made a motion to support the Planning and Development staff recommendation and conditions and add a condition to place all LESA scores on the website. The motion died for lack of a second. Sherwood made a motion to support Planning and Development staff recommendation and add a number 8 to place the application, form, a written narrative of the LESA system and descriptions of what is considered for each question on the website.

Recommendation

The Planning and Zoning Commission recommended approval of the Planning and Development staff recommendation, with the addition of #8 below with a vote of 3-1.

March 6, 2019 Planning and Zoning Commission meeting

Planning and Development staff provided a brief summary of the February 6, 2019 meeting. Commissioner Smith briefly talked about the importance of transparency and placing the details of the LESA review process on the County website.

Recommendation

The Planning and Zoning Commission recommended the Board of Supervisors approve this item with the conditions below with a vote of 3-1:

1. Continue use of the existing County LESA system.
2. Edit the form to reflect the change from the previous County Development Plan to the current C2C comprehensive plan.
3. To improve accuracy, and as originally intended, obtain city mapping data for municipal water and sanitary sewer instead of using city corporate limits.
4. Update our list of fertilizer sales locations.
5. Add definitions for the LESA system to provide clarity and consistency when addressing the questions and evaluating adjacent land uses on the LESA form. Definitions may include, agricultural land, fertilizer depot, public transit, and built up area.
6. Place the LESA form on the Planning and Development Department's website in order to improve communication and better inform citizens about the criteria used to conduct the evaluation.
7. Continue monitoring effectiveness of the LESA system after the above changes.
8. Place the application, form, a narrative of the LESA system describing what is considered for each question on the website.

Alternatives:

1. The Story County Board of Supervisors approve the Planning and Zoning Commission's recommendation with the above stated conditions.

2. The Story County Board of Supervisors approve the Planning and Zoning Commission's recommendation with the above stated conditions in addition to other conditions.

3. The Story County Board of Supervisors deny the Planning and Zoning Commission's

recommendation with the above stated conditions.

4. The Story County Board of Supervisors table this item and requests Planning and Development staff to address specific issues and place the item back on the Board of Supervisors future agenda.

REPORT TO THE LAND EVALUATION AND SITE ASSESSMENT
(LESA) COMMITTEE

INTRODUCTION

Story County is in the process of incorporating the Land Evaluation and Site Assessment (LESA) System into its land use decision-making process. The LESA system evaluates a site's suitability for agriculture in relation to its location and soil quality. The final result is a numerical score for a parcel ranging from 0-300, with higher scores indicating a higher suitability for agricultural uses. Of the 300 possible points, 100 points are accounted for in the soil quality information (Land Evaluation) and 200 points in the locational criteria (Site Assessment). The purpose of such a system is to have a more comprehensive and consistent way of identifying prime farm land.

BACKGROUND RESEARCH

Before the LESA system can be used effectively in identifying prime farm land, some idea is needed as to how all agricultural land in the county might rate under the LESA system. Once this is known, a LESA score may be established as a threshold for which parcels scoring below may be considered for non-agricultural uses, and parcels scoring above protected as prime agricultural land. To do this, all parcels in the county which might fall within the scope of the LESA system were identified, and from this "population" of 9,848 sites, a random sample of 96 sites was chosen and scored using the LESA system. The scores from these sample sites will be representative of scores for all the county's agricultural land. In other words, the average score of the sample sites will be very close to the true average for all sites in the county and contained within the population. These sample results may then be used to make judgements as to where to establish the threshold score. The sample results are shown in Figure 1, and the process of determining the sample size and its statistical reliability is documented in the Appendix.

In addition to the 96 sample sites, seven rezoning cases were drawn from the rezoning files and evaluated using the LESA system. All were petitions to rezone out of the A-1 Agricultural District. Also, five Zoning Board of Adjustment cases for lot size variances in the A-1 Agricultural District were evaluated using the LESA system. All cases chosen were from 1977 and after, when the current zoning ordinance went into effect. These tests of past rezoning and variance cases were done to gain insight into how LESA scores for each case compared to decisions made using the current decision-making structure. Results are shown on Figure 2.

SAMPLE RESULTS

As evidenced from Fig. 1, most of the sample sites scored very high on the LESA system, with a mean score of 272. Using the 95% confidence interval for the sample, we find that, with a .95 probability, the true mean for all 9,848 sites would fall between 267 and 277. This is a variation of only 2%. Documentation in the Appendix shows that the sample data is found to be significant and reliable to a .95 probability (note the small standard error).

Fig. 2 is a cross tabulation of the past rezoning and variance request cases scored using the LESA system. There is no evidence of a link between LESA scores and past decisions. Definite conclusions are hard to draw from this, as only one rezoning case was denied and no variance cases were denied.

The sampling process showed that, in general, if a site contained high quality soils and scored high in the Land Evaluation portion, the total site score would be high as well. This is due to the small variation found among scores for Site Assessment criteria. Unless a site was very near urban development, the Site Assessment criteria had little effect on the total LESA score. Several of the Site Assessment criteria consistently scored perfect 10's, putting much of the variation in the Site Assessment portion on only 2 or 3 criteria.

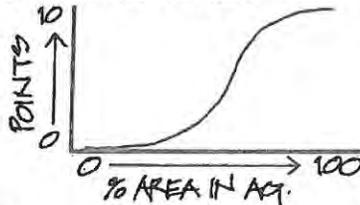
This also has the effect of making most of the variation among total scores dependent on soils information. If this is the case, then land use decisions using the LESA system will be similar to those using the current decision-making structure, which relies heavily on soils information. The difference with the LESA system is its objective and consistent accounting of locational factors. Lower LESA scores will be obtained from sites which may be potentially suited for non-agricultural development because of their close proximity to existing urban development and urban services.

EVALUATION OF SITE ASSESSMENT CRITERIA

The sampling process has allowed for strengths and weaknesses in the Site Assessment criteria to surface. This has been a major benefit of the sampling process, and an evaluation of the Site Assessment criteria follows.

1. Percent of Area in Agriculture Within One Mile of Site.
Of all the sample sites scored, including the rezoning and variance test cases, only three sites scored less than the full 10 points, and those three scored nine points. Simply put, the vast majority of land in the county is in agriculture, and this is reflected in the scoring system.

As you will recall, the curve used in scoring this criterion looks like this:



The sample results do not indicate that the scale is faulty, merely that a large percentage of land within a one mile radius of a site will be in agriculture.

2. Land in Agriculture Adjacent to Site. This proved to be an effective criterion in reflecting the existence of non-agricultural land uses adjacent to sites. There was some difficulty in the interpretation of certain land uses, particularly timbered areas as either in pasture (an agricultural use) or as private open space (a non-agricultural use). Hopefully this problem has been resolved.
3. Land Use Regulations (Adjacent Zoning). This also was an effective criterion, reflecting the existence of adjacent zoning in which development may have occurred or may be permitted.
4. Agriculture Support Systems/Services. Every sample site, including the rezoning and variance test cases, scored the full ten points. This means that based on the established service zones, the county is well covered with agricultural support services. This also means that this criterion may have little affect as an indicator of preferred agricultural locations.
5. Compatibility with Comprehensive Plan. This was a very difficult criterion to work with because the county has no comprehensive plan, there were no well-defined guidelines to determine "compatibility", it is an all-or-nothing criterion, and it assumes the site is in agriculture. The county's Land Use Policies are currently considered to be our comprehensive plan, but compatibility with the Policies is open to much interpretation. Because the Policies place a heavy emphasis on the preservation of prime agricultural soils, the major factor used to determine compatibility was soil quality. Sample sites which scored a high average site value in the Land Evaluation portion (69 or above) were generally determined to be compatible with the comprehensive plan. Otherwise they were generally determined to be not compatible. This has had the effect of valuing soils information in both portions of the LESA scoring system.

Because of these problems, a more appropriate question might be "Is the current land use compatible with the long range goals of the county?" This does not assume a current agricultural use for the site and will allow for an evaluation of the compatibility of a current land use with the Land Use Policies or, when developed, the Comprehensive Plan.

6. Distance to Urban Built-up Area. This proved to be an effective criterion and accounted for a considerable amount of variation among the sample scores. The point distribution effectively reflects a site's proximity to existing developed areas and will help identify areas of potential conflict to agricultural uses.
7. Compatibility of Environment at Site for Agriculture. Basically, this was an easy 10 points. The only consideration in this criterion is whether or not a mineral deposit has been identified on the site. Even though the LESA Commission revised this criterion early on by dropping several factors from consideration, it may be appropriate to look at other factors again. Also, this criterion appears to assume that a site is currently in agriculture. Other factors to consider may include productivity (info available through ASCS), soil erosion, or other considerations for identifying "marginal" agricultural lands.
- 8/9. Distance to Central Water Distribution/Sewer Systems. These were both effective criteria for reflecting the proximity of a site to areas of existing or potential development. The quarter mile standard appears to be a practical limitation.
10. Availability of Public Transit. This again was an easy 10 points, and actually does little (at this stage) to reflect agricultural location parameters. Only an extremely limited area around the Ames perimeter would be influenced by this criterion, and the Ames system has no plans to extend service into outlying areas in the near future. The Heart of Iowa Regional Transit Agency provides a "subscription service" to rural areas, but this is more of a door-to-door service and no regular stops are scheduled on their routes.

CONCLUSIONS

From the preceding discussion, it appears some adjustment may be desired to the Site Assessment criteria. However, because the sampling was done under the current scoring criteria, any

substantial changes will yield scores inconsistent with the sample information.

The LESA System can be a useful land use decision-making tool. It has been found to rate sites with consistency, and the LESA scores will help differentiate between the quality of agricultural sites from a broader basis than the current guidelines. Although there still are some "bugs" in the Site Assessment criteria, they generally worked effectively to lower the scores of sites that are in close proximity to existing urban development and a potential conflict to agricultural uses. Coupled with the soils information, the LESA system gives a good indication of a parcel's value as farmland. As mentioned before, a threshold score is needed as a reference point to determine between land for farmland preservation and land acceptable for other uses.

One such threshold score could be established at the lower end of the 95% confidence interval. The sample data show that the vast majority of parcels in agriculture and scored under the LESA system will score 267 or above. In our sample, 76 out of the 96 (79%) scored in this range. This gives us a reference point from which to start.

Another method may be to evaluate the Land Evaluation and Site Assessment portions separately, establishing separate thresholds for each, and then combining them for a total threshold score. This would require an analysis of how soils are valued by the LESA System compared to the current method, and determine a minimum acceptable score for the Land Evaluation portion. Then, a minimum acceptable score for the Site Assessment portion could be established and the two added together to find a minimum score for prime farmland.

In the LESA System, the Land Evaluation portion determines a score which is similar to a weighted average CSR for a site. For instance, an average site value of 69 would be equivalent to the site having a weighted average CSR of 65 or above. Currently, the county defines a prime soil as one with a CSR of 62 or above. A threshold score of 69 for the Land Evaluation portion would be similar to the current use of a CSR of 62 in defining prime soils, although it would be somewhat less restrictive. In the Site Assessment portion (because of the consistently high scores) a fairly high threshold score should be established. A statistical investigation into the distribution of the Site Assessment scores may provide better information from which to make a decision, but because this hasn't been done a score of 170 may be considered initially. This allows for a deduction of 30 points in the Site Assessment portion, which in effect gives a 2-point deduction in each of the Site Assessment criterion (except for No.'s 5, 7 and 10, which are all-or-nothing criteria). Using these two separate

minimums, we find that $170 + 69 = 239$. This number is far below the 267 lower limit of the confidence interval. Only 11 out of the 96 sample sites scored below this range. Looking at how the LESA System scored actual cases will give us an idea of which score is closer to an acceptable threshold, or if both may be used.

From looking at Fig. 2, we see that all but two cases scored less than 267, and of these all but one was approved. If a threshold score of 239 were in effect, seven cases would have been rejected. If a score of 267 were used, only two would have been denied. It is worth noting that of the 6 approved rezonings only one has been developed, and that site had the lowest overall score of the approved rezonings.

RECOMMENDATIONS

1. Substitute LESA scores for the current 50% soils criteria in Article VI: Resource Protection, and for the current 75% not-prime soils criteria allowing lot sizes of less than 35 acres in the A-1 District.
2. For Article VI, land should not be rezoned if a LESA score is 267 or above. (This threshold is based on the lower limit of the confidence interval. By using this, we are relying on the results of the statistical analysis to encompass the true mean for all parcels falling within the LESA System.) In addition, land should not be rezoned if the separate Site Assessment score is (170)(185) or above. This recognizes the importance of the Site Assessment factors in determining land use changes.
3. For allowing lot sizes less than 35 acres in an A-1 District, a minimum of 1 acre may be allowed if the LESA score is less than (239)(254). This score incorporates a Land Evaluation score of 69 and a Site Assessment score of (170)(185). We would have the option of using a threshold on only the total LESA score, or on both portions.
4. Provide for clearer, more consistent evaluations using the "Compatibility with Comprehensive Plan" and "Compatibility of Environment at Site for Agriculture" criteria.
5. Consider dropping the "Availability of Public Transit" criteria, although such a change might have a considerable impact on the sample results.

APPENDIX

The formula for determining the sample size to estimate the mean is:¹

$$n = \frac{z^2 \hat{\sigma}^2}{(\bar{x} - \mu)^2}$$

where,

- n = sample size
- z = confidence level
- $(\bar{x} - \mu)$ = confidence interval (interval on either side of sample mean that is expected to bracket the true mean)
- $\hat{\sigma}$ = estimated standard deviation

The following values were established for the above:

$$\begin{aligned} z &= 1.96 \text{ (Confidence level of .95)} \\ (\bar{x} - \mu) &= 5 \\ \hat{\sigma} &= 25 \end{aligned}$$

resulting in the following calculation of sample size:

$$n = \frac{(1.96)^2 (25)^2}{(5)^2} = \frac{(3.8416)(625)}{25} = \frac{2401}{25} = 96$$

This shows that a sample size of 96 was required.

Once the sampling process was complete, the following results were generated:

Sample Mean (\bar{Y}): 272.8
 Sample Median: 202 ~~282~~
 Standard deviation (σ): 25.4
 Minimum: 165
 Maximum: 296
 Range: 131
 Standard error ($\sigma_{\bar{Y}}$): 2.6
 Confidence Interval: (267.7, 277.9)

Finally, as a measure of the reliability of the sample statistics, the probability that the sample mean (\bar{Y}) falls within 5 points of the true mean (μ) was calculated as follows:²

$$5/\sigma_{\bar{Y}} = 5/2.6 = 1.92 \text{ standard errors from } \mu \text{ in either direction.}$$

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From standard normal probability tables, the probability that \bar{Y} is more than 1.92 standard errors (5 points) in either direction of μ is

$$2(.0268) = .0536$$

Conversely, the probability that the sample mean is within 5 points either direction of the true mean is

$$1-.0536 = .9464$$

¹Krueckeberg and Silvers, Urban Planning Analysis: Methods and Models. John Wiley & Sons, 1974. (p.131)

²Agresti and Agresti, Statistical Methods for the Social Sciences. Dellen Publishing Co., 1979. (p.89)

FIGURE 1
 Frequency Distribution of Sample Site LESA Scores
 (Original)

Mean 272.8
 Median 282
 Std. Dev. 25.4
 Range 131
 Min. 165
 Max. 296
 95% C.I. (267.7, 277.9)
 Std. Error 2.6

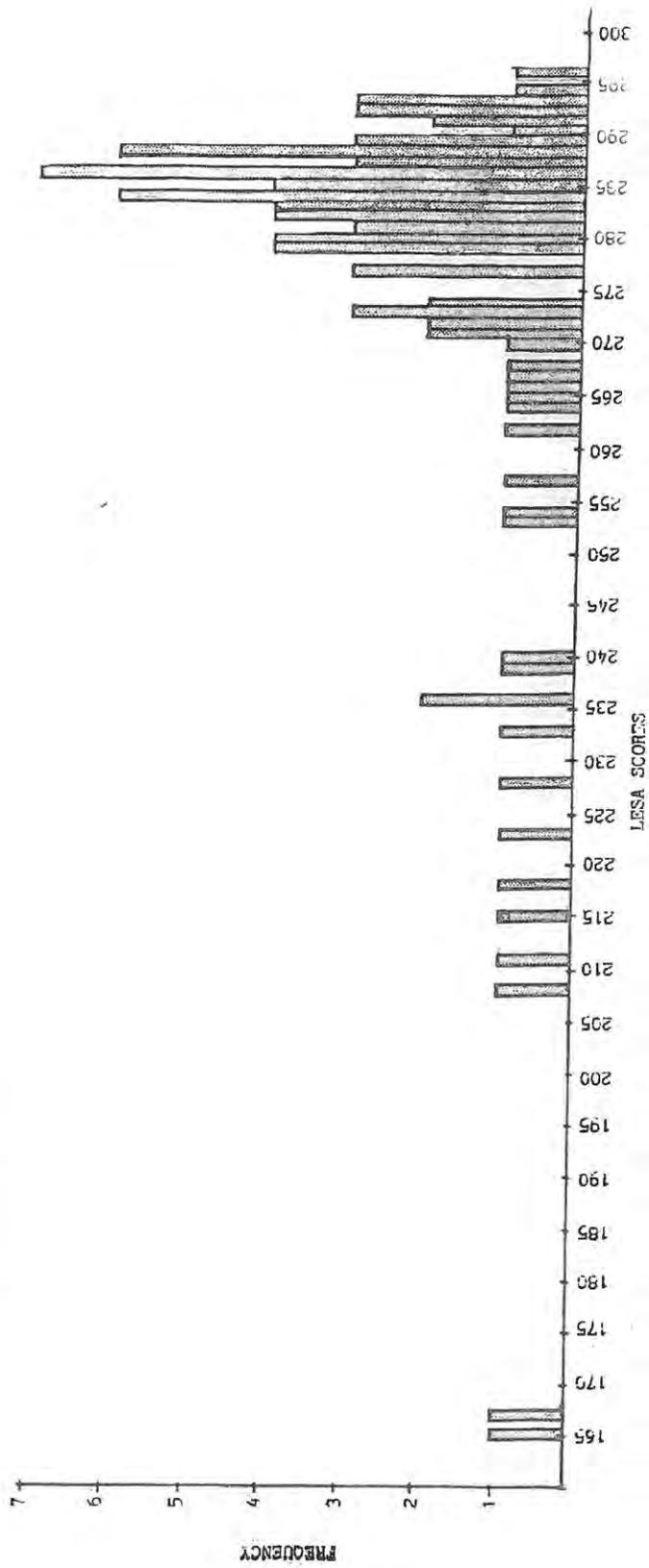


Figure 2

Examination of LESA Scores for Past
Rezoning and Board of Adjustment Cases

Case No.	Description	Approval	Development	Score	LE/SA
3-77	A-1 to R-1	Denied	-	202	28/174
9-77	A-1 to R-1	Granted	Yes	218	53/165
10-77	A-1 to R-1	Granted	No	248	54/194
7-78	A-1 to A-R	Granted	No	256	56/200
1-80	A-1 to A-R	Granted	No	255	55/200
4-81	A-1 to R-3	Granted	No	257	89/168
1-83	A-1 to A-R	Granted	No	250	62/188
3-80	Variance	Granted	Yes	284	84/200
8-80	Variance	Granted	Yes	205	42/163
5-84	Variance	Granted	Yes	219	45/174
6-84	Variance	Withdrawn	-	287	93/194
2-85	Variance	Granted	Pending	208	44/164



County Outreach and Special Projects Manager
Story County, Iowa
Administration Building
900 6th Street, Nevada, Iowa 50201

Ph. 515-382-7247 Email: lharter@storycountyiowa.gov
www.storycountyiowa.gov

TO: Story County Board of Supervisors
FROM: Leanne Lawrie Harter, AICP, CFM
RE: Mission Statement Development
DATE: May 15, 2019

Objective 2 under “County Operations” from the adopted Strategic Plan states:

Purposefully promote Story County's value and vision. Use the work already completed as a starting point to develop a comprehensive mission statement for Story County

The accompanying Action Step states:

Create task force of key staff members to create an overall central mission (statement) for Story County

While the Cornerstone to Capstone Plan sets forth values and vision for Story County, there is not a unified mission statement guiding the County.

At the May 21, 2019, Board meeting, I will seek some direction from the Board regarding the following:

- Key staff members to form the task force
- Timeframe
- Project management and proposed assistance from consultants

Given the upcoming changes with the Board, as well as a number of new staff members throughout the Story County structure, work to develop a mission statement would be logical to begin with the start of the fiscal year.

