

The Board of Supervisors met on 6/15/21 at 10:00 a.m. in the Story County Administration Building. Lisa Heddens, Latifah Faisal, and Linda Murken, with Heddens presiding. Latifah Faisal via Zoom. (all audio of meetings available at storycountyiowa.gov). **SPECIAL NOTE TO THE PUBLIC:** this meeting is also being offered via Zoom.

**ADOPTION OF AGENDA:** Murken moved, Faisal seconded adopting the agenda as presented. Motion carried unanimously (MCU) on a roll call vote.

**PROCLAMATION RECOGNIZING 6/19/21 AS JUNETEENTH IN STORY COUNTY, IOWA:** The Board read the proclamation. Murken moved, Faisal seconded the approval of Juneteenth Proclamation Recognizing 6/19/21 in Story County, Iowa. Roll call vote. (MCU)

**UNIVERSITY COMMUNITY CHILDCARE ANNUAL REPORT:** Stacy Lehman, Director, provided highlights from the submitted written report and answered clarifying questions from the Board.

**EMERGENCY MANAGEMENT QUARTERLY REPORT:** Keith Morgan, Emergency Management Coordinator, reported on COVID activities, emergency responses, staffing, logistics training, operations, governing document updates, grants, and funding.

**DISCUSSION OF TAX INCREMENT FINANCING (TIF) PRIORITIZATION FUNDING:** Leanne Harter, County Outreach and Special Projects Manager, reported on the recent revision of the Economic Development policies and the need to identify Capital Improvement Projects (CIP) for possible TIF financing for FY23. Harter reported on the annual review of potential projects eligible for TIF funding. Lisa Markley, Assistant Auditor, reported on the estimated available TIF funding. Harter reported on the timeframe to certify additional debt. Discussion took place. Harter reported on past practices. Markley responded to questions about funding and reviewed options. Harter reiterated the timeline to certify debt for the next fiscal year. Additional discussion took place.

**MINUTES:** 6/8/21 Minutes – Faisal moved, Murken seconded the approval of 6/8/21 Minutes as presented. Roll call vote. (MCU)

**PERSONNEL ACTIONS:** 1) re-hire, effective 7/1/21, a) Sheriff's Office for Carson Linkenmeyer @ \$2,246.40/bw. Murken moved, Faisal seconded the approval of Personnel Actions as presented. Roll call vote. (MCU)

Faisal moved, Murken seconded the approval of Consent Agenda as presented.

1. Employee and Family Resources Employee Assistance Program (EAP) renewal, effective 7/1/21-6/30/22, for \$6,216.00
2. FY22 Provider and Program Participation Agreement with All Aboard for Kids, effective 7/1/21-6/30/22: Out of School Program, funds are to be used for non-disabled participants (not to exceed \$2,554.00) \$74.29/partial day
3. FY22 Provider and Program Participation Agreement with Story Time Childcare Center, effective 7/1/21-6/30/22: Child Care-Children (not to exceed \$46,550.00) \$25.47/full day; Child Care-Infant (not to exceed \$2,450.00) \$7.04/full day
4. FY22 Provider and Program Participation Agreement with University Community Childcare, effective 7/1/21-6/30/22: Child Care Infants (not to exceed \$12,091.00) \$78.20/full day; Child Care-Children (not to exceed \$9,028.00) \$62.60/full day
5. Resolution #21-82, FY22 Pay Resolution
6. License Fees between Story County and CDW Government for Zoom Meeting Licensing, effective 5/27/21 - 5/26/22, for \$7,285.00
7. License Fees between Story County and RoseRush for Shelter Pro Licensing, effective 6/1/21-5/31/22, for \$1,895.00
8. Renewal Contract between Story County and IP Pathways for SMARTnet Service Agreement (quote confidential)
9. County Substance Abuse Prevention Services Agreement between Story County and Youth and Shelter Services (YSS) (subcontractor) for FY22 County Substance Abuse Prevention Services Contract with the Iowa Department of Public Health (IDPH), effective 7/1/21-6/30/22, for \$10,000.00
10. Contract between Iowa State University and the Story County Sheriff's Office, effective 7/1/21-6/30/22, for \$65.00/hour for Senior Reserve Deputies and Deputies and \$32.50/hour for Regular Reserve Deputies
11. Resolution #21-98, Setting a Public Hearing for Tuesday, June 22, 2021, for Consideration of the Advertisement to Bid for the Story County Justice Center Heating, Ventilation, and Air Conditioning (HVAC) Equipment Replacement – Phases 2 and 3
12. Application for Permit to Use or Explode Display Fireworks for Cindy Dorhout, 25932 Sand Hill Trail, Ames, effective 7/4/21, rain date 7/5/21, for the hours of 9-11 pm
13. Request from Heartland Senior Services to carry over funds to FY22 (\$6,560.00) for Adult Day Services
14. Collective Bargaining Agreement between Story County and PPME Local 2003 (Sheriff's Command Staff), effective 7/2/21-6/30/22
15. Collective Bargaining Agreement between Story County and PPME Local 2003 (Secondary Roads), effective 7/2/21-6/30/24
16. Collective Bargaining Agreement between Story County and PPME Local 2003 (Sheriff's Deputies), effective 7/2/21-6/30/24
17. Special Event Application for Flix on the Farm for 9/18/21, rain date 9/25/21
18. Special Event Application for the Ames Triathlon for 6/27/21
19. Road Closure Resolutions: #21-43, #21-44, #21-45, #21-46, #21-47
20. Utility Permits: #21-5702, #21-5718, #21-5719
21. Annual Maintenance Support between Story County and Tyler Technologies for CivilServe, effective 6/8/21-6/7/22, for \$5,970.27
22. Jamie Weydert's Resignation of Appointment as Story County Medical Examiner, effective 6/9/21

Roll call vote. (MCU)

**UPCOMING AGENDA ITEMS:** Heddens stated Urban Renewal Area applications will be reviewed in July.

**LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:** The Board reviewed upcoming meetings.

Murken moved, Faisal seconded to adjourn at 11:02 a.m. Roll call vote. (MCU)

Story County Board of Supervisors  
Meeting Agenda  
Administration Building  
900 6th St., Nevada, IA  
6/15/21

1. SPECIAL NOTE TO THE PUBLIC: This Meeting Is Also Being Offered Via Zoom.

**Members of the public can participate by using the information below:**

**To join the zoom meeting by computer, tablet, smartphone:**

Visit [HTTPS://WWW.ZOOM.US/](https://www.zoom.us/)

Click on "Join A Meeting" and use the Zoom Meeting ID 981 7092 0243 and Password 446094

**To join the meeting by telephone:**

Dial (312) 626-6799, then enter Webinar ID 981 7092 0243, Password 446094

Please visit [WWW.STORYCOUNTYIOWA.GOV/92/BOARD-OF-SUPERVISORS](http://WWW.STORYCOUNTYIOWA.GOV/92/BOARD-OF-SUPERVISORS)

for more information on how to participate in meetings of the Story County Board of Supervisors.

2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. ADOPTION OF AGENDA:
5. PUBLIC COMMENT #1:  
This comment period is for the public to address topics on today's agenda
6. Proclamation Recognizing June 19, 2021 As JUNETEENTH In Story County, Iowa

Department Submitting Board of Supervisors

Documents:

PROCLAMATION JUNETEENTH COMMEMORATION.PDF

7. AGENCY REPORTS:

- I. University Community Childcare Annual Report - Stacy Lehman

Department Submitting Auditor

Documents:

UCC.PDF

- II. Emergency Management Quarterly Report - Keith Morgan

Department Submitting Auditor

Documents:

EMA.PDF

8. Discussion Of TIF Prioritization Funding - Leanne Harter And Lisa Markley

Department Submitting Board of Supervisors

9. CONSIDERATION OF MINUTES:

I. 6/8/21 Minutes

Department Submitting Auditor

10. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1)re-hire, effective 7/1/21, a)Sheriff's Office for Carson Linkenmeyer @ \$2,246.40/bw;

Department Submitting HR

11. 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 Employee & Family Resources EAP Renewal Effective 7/1/21 - 6/30/22 For \$6,216.00

Department Submitting Human Resources

Documents:

EFR RENEWAL.PDF

II. Consideration Of FY22 Provider And Program Participation Agreement With All Aboard For Kids Effective 7/1/21-6/30/22

All Aboard for Kids-Out of School Program \*Funds are to be used for non-disabled participants (Not to Exceed \$2,554) \$74.29/1 Partial Day

Department Submitting Board of Supervisors

Documents:

ALLABOARDFORKIDS FY22.PDF

III. Consideration Of FY22 Provider And Program Participation Agreement With Story Time Childcare Center Effective 7/1/21-6/30/22

Story Time Childcare Center-Child Care-Children (Not to Exceed \$46,550) \$25.47/1 Full Day; Child Care-Infant (Not to Exceed \$2,450) \$7.04/1 Full Day

Department Submitting Board of Supervisors

Documents:

STORYTIMECHILDCARECENTER FY22.PDF

- IV. Consideration Of FY22 Provider And Program Participation Agreement With University Community Childcare Effective 7/1/21-6/30/22  
University Community Childcare-Child Care Infants(Not to Exceed \$12,091) \$78.20/1 Full Day; Child Care-Children (Not to Exceed \$9,028) \$62.60/1 Full Day

Department Submitting Board of Supervisors

Documents:

UCC FY22.PDF

- V. Consideration Of Resolution # 21-82, FY'22 Pay Resolution

Department Submitting Human Resources

Documents:

RES 21 82.PDF

- VI. Consideration Of License Fees Between Story County And CDW Government For Zoom Meeting Licensing, Effective 05/27/21 - 05/26/22 For \$7,285.00

Department Submitting Information Technology

Documents:

ZOOM LICENSES.PDF

- VII. Consideration Of License Fees Between Story County And RoseRush For Shelter Pro Licensing, Effective 06/01/21 - 05/31/22 For \$1,895.00

Department Submitting Information Technology

Documents:

SHELTER PRO.PDF

- VIII. Consideration Of Renewal Contract Between Story County And IP Pathways For SMARTnet Service Agreement  
(Quote Confidential)

Department Submitting Information Technology

- IX. Consideration Of County Substance Abuse Prevention Services Agreement Between Story County & YSS (Subcontractor) For FY22 County Substance Abuse Prevention Services Contract With IDPH Effective 7/1/21-6/30/22 For \$10,000

Department Submitting Auditor

Documents:

YSS.PDF

- X. Consideration Of Contract Between Iowa State University And The Story County Sheriff's Office Effective 7/1/21 - 6/30/22 For \$65.00/Hr For Senior Reserve Deputies And Deputies And \$32.50/Hr For Regular Reserve Deputies

Department Submitting Sheriff

Documents:

ISU CONTRACT ORDER.PDF

- XI. Consideration Of Resolution #21-98, Setting A Public Hearing For Tuesday, June 22, 2021, For Consideration Of The Advertisement To Bid For The Story County Justice Center HVAC Equipment Replacement – Phases 2 And 3

Department Submitting Facilities Management

Documents:

RES 2198.PDF

- XII. Consideration Of Application For Permit To Use Or Explode Display Fireworks For Cindy Dorhout, 25932 Sand Hill Trail, Ames, Effective 7/4/21, Rain Date 7/5/21 At 9 Pm - 11 Pm

Department Submitting Auditor

Documents:

FIREWORKS.PDF

- XIII. Consideration Of Request From Heartland Senior Services To Carry Over Funds (\$6,560) For Adult Day Services For FY22

Department Submitting Board of Supervisors

Documents:

HEARTLAND CARRYOVER .PDF  
HEARTLAND AMENDMENT FY22.PDF

- XIV. Consideration Of Collective Bargaining Agreement Between Story County And PPME Local 2003 (Command Staff) Effective 7/2/21-6/30/22

Department Submitting Human Resources

Documents:

COMMAND STAFF CONTRACT.PDF

- XV. Consideration Of Collective Bargaining Agreement Between Story County And PPME

Local 2003 (Secondary Roads) Effective 7/2/21-6/30/24

Department Submitting Human Resources

Documents:

SECONDARY ROADS CONTRACT.PDF

XVI. Consideration Of Collective Bargaining Agreement Between Story County And PPME  
Local 2003 (Sheriff's Deputies) Effective 7/2/21-6/30/24

Department Submitting Human Resources

Documents:

DEPUTY CONTRACT.PDF

XVII. Consideration Of Special Event Application For Flix On The Farm

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF  
APPLICATION MATERIALS.PDF

XVIII. Consideration Of Special Event Application For The Ames Triathlon

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF  
APPLICATION MATERIALS.PDF

XIX. Consideration Of Road Closure Resolution(S): #21-43, 21-44, 21-45, 21-46, 21-47

Department Submitting Engineer

Documents:

RC 21 43.PDF  
RC 21 44.PDF  
RC 21 45.PDF  
RC 21 46.PDF  
RC 21 47.PDF

XX. Consideration Of Utility Permit(S): #21-5702, 21-5718, 21-5719

Department Submitting Engineer

Documents:

UT 21 5702.PDF  
UT 21 5719.PDF  
UT 21 5718.PDF

XXI. Consideration Of Annual Maintenance Support Between Story County And Tyler Technologies For CivilServe Effective 6/8/21 - 6/7/22 For \$5,970.27

Department Submitting Information Technology

Documents:

TYLER CIVIL SERVE.PDF

XXII. Consideration Of Dr. Jamie Weydert's Resignation As Story County Medical Examiner Effective June 9, 2021

Department Submitting Board of Supervisors

Documents:

WEYDERT.PDF

12. PUBLIC HEARING ITEMS:

13. ADDITIONAL ITEMS:

14. DEPARTMENTAL REPORTS:

15. OTHER REPORTS:

16. UPCOMING AGENDA ITEMS:

17. 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.

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

19. ADJOURNMENT:

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

Story County Board of Supervisors

Agenda

6/15/21

NAME

ADDRESS

Sandra King

Keith Morgan

John Mackley

BOS

EMA

Aud



# PROCLAMATION

## Juneteenth Commemoration

**WHEREAS**, on January 1, 1863, President Abraham Lincoln's Emancipation Proclamation went into effect, declaring 3.5 million enslaved African Americans in Confederate states to be free; and

**WHEREAS**, the Civil War ended two years later, in April 1865; and

**WHEREAS**, two months after the Civil War concluded, when Union Army General Gordon Granger landed at the Texas port city of Galveston in 1865, one of his first actions was to read General Order #3, which stated that all slaves are free and that former masters and slaves have absolute equality of personal and property rights; and

**WHEREAS**, following his statement, June 19 (Juneteenth) became the emancipation date of those long deprived of freedom; and

**WHEREAS**, Juneteenth celebrates the end of slavery in the U.S. as the proclamation reached the last remaining enslaved African Americans in the Confederacy; and

**WHEREAS**, Juneteenth is a time for reflection and rejoicing, it is also a time for assessment of progress still needed, and

**WHEREAS**, the Story County Board of Supervisors acknowledges this shared history and commits itself to the principles of equity and justice.

**NOW, THEREFORE**, we, the Story County Board of Supervisors, do hereby proclaim June 19, 2021, as "JUNETEENTH" in Story County, Iowa and urge all citizens to recognize this day, participate in dialogue with one another about its significance and collectively help further the promise of freedom and equality for all.

*Lisa K. Haddens*

SIGNATURE

6-15-21

DATE

*[Signature]*

SIGNATURE

6-15-21

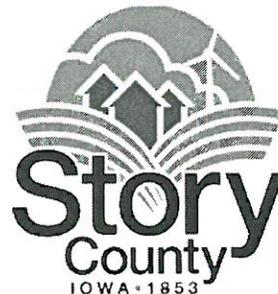
DATE

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SIGNATURE

6/15/21

DATE





# University Community Childcare

Creating a nurturing and enriching environment in order  
for our community's children to thrive.

## UCC Report to Story County Board of Supervisors

June 15, 2021

10:00 a.m.

### University Community Childcare

- Private, non-profit child care center located on the north side of the ISU campus across from Veenker golf course
- UCC is governed by a board of directors consisting of center parents and community members
  - ✓ UCC provides full and part day early care and education services for infants, toddlers, and preschoolers throughout the year
  - ✓ UCC provides care before and after school for children in Kindergarten – 5<sup>th</sup> grade during the academic year; full day during school vacations

UCC provides care for 90-100 children every week who are cared for by:

- 24 permanent staff – teachers, food program staff, office support staff and the executive director and asst director.
- 25-30 part-time assistant teachers – primarily ISU students eligible for the college work-study program. UCC pays 25% of their hourly rate of pay.

UCC funding sources:

- ASSET funders – this funding supports reduced fees for ISU student families with incomes below 200% of the federal poverty guidelines
- ISU – provides both monetary funding and in-kind services – the building is rent-free

- ISU Dept. of Residence – funding used to cover occupancy expenses such as mowing, snow removal and building maintenance
- ISU Ccampis Grant – federal program – supports fees for Pell grant eligible ISU students enrolled at on-campus childcare centers. The grant was renewed Oct. 1, 2017 for (4) years. (19) children were on the Ccampis Grant program during FY 20-21.
- USDA – support through the Child and Adult Care Food Program (CACFP)
- BooSt – provides scholarships for preschool children (3 children at \$75/mo. FY 20-21)
- UCC also works with the Ames School District and Statewide Voluntary Preschool Program for 4 year old children.
  - UCC is a community site for this preschool program. Benefits: free 10'/wk. to participating families; grant will pay for staffing expenses (5 children FY 20-21)

Client statistics from 2020-21 show UCC provided care for 81 children

- Location of residence
  - ✓ 40 had ISU student parent(s)
  - ✓ 77 were Ames residents
  - ✓ 3 were Story County resident
  - ✓ 1 lived outside of Story Co.
- Client income levels
  - ✓ 28% were below 200% of poverty guidelines
  - ✓ 33 children had fees paid by a 3<sup>rd</sup> party, i.e., Dept. of Human Services, ISU Ccampis Grant, BooST Empowerment scholarship, Statewide Voluntary Preschool funds

UCC strengths include:

- Accreditation from the National Association for the Education of Young Children since 2000. On October 1, 2016 renewed for another 5 year term through October 1, 2021.
- Achieving and maintaining a 5-Star rating on the Iowa Quality Rating System

- Staff taking advantage of continuing education sponsored by Child Care Resource & Referral of Central Iowa, the State of Iowa and by the Iowa Association for the Education of Young Children. To date, (3) current employees have received an AA degree through TEACH. This program pays tuition for staff currently working full time in childcare. We are offering and requiring prospective employees with 2 years' experience in childcare the opportunity to earn their CDA (Child Development Associate Credential) which requires 12 ECE credits from a community college.
- Out of 18 permanent staff, (8) have worked at UCC 2-5 years, (3) working from 5-10 years and (5) greater than 10 years.

UCC weaknesses include:

- lengthy waiting lists for infants & toddlers
- difficulty hiring full time employees
- difficulty in balancing affordability for families and the ability to pay staff an appropriate wage

Outcome information from parent surveys:

“[Having access to the lowest rate on the UCC fee scale allows] my child to attend a high quality childcare setting at a cost that is affordable for our family.”

“Before my child got a place at UCC, we struggled financially because the other sites around Ames are super expensive. I was so stressed out about money that I would drop some classes, and in the ones I stayed, I would have bad grades. Mentally, it was exhausting; it didn't have the sense to attend school under those conditions. For me, having access to lower rates is extremely important. It defines whether a student-parent is going to graduate or not.”

“[Having access to the lowest rate on the UCC fee scale] has enabled us to peruse higher levels of education while on lower levels of education income. Without support, we would not be at ISU or achieving either our bachelors, or now, my PhD.”

“[Having access to the lowest rate on the UCC fee scale] reduced financial stress, helped with mental health, improved my energy levels too.”

“As a student couple, [having access to the lowest rate on the UCC fee scale] allows the student parents in my household to focus on study and research during the workdays, which is extremely helpful!”



Keith Morgan, Coordinator

Melissa Spencer, Deputy Coordinator

Board of Supervisors Update

As Of June 8, 2021

**Response:**

The COVID-19 response has transitioned through the vaccination phase to stabilization. Vaccination rates for those eligible has reached approximately 70% within Story County. Story County Public Health along with other medical agencies within the county continue to ensure those who want the vaccine have access to it. Public Health is working with schools to provide vaccines to the 12 – 16-year-old age group that only recently became eligible for vaccination. CDC guidance for vaccinated individuals allows them to essentially return to activities as normal. Those not vaccinated are encourage to continue to take precautionary measures to reduce their risk of infection. The next step for Emergency Management is to conduct an After Action Review (AAR) of our response. This AAR will be a review of internal actions our agency took and our interactions with other agencies. The evaluation should be used to determine what worked well and what could have been done better. This event began over 460 days ago with our office producing the first COVID-19 situation report. Emergency Management wishes to thank the Board of Supervisors for their leadership and support throughout the event. Story County staff assistance in the Emergency Operations Center was essential to getting the response started off on the right foot. The willingness of all jurisdictional executives to work together to respond to this event was invaluable helped to protect our citizens and minimizing the impact on our communities.

The morning of March 28<sup>th</sup>, Emergency Management was requested to deploy the Command Trailer to support water recovery operations at Little Wall Lake. The deployment identified maintenance issues with the trailer and also the need to do regular operations checks for the trailer. These have been instituted. Additionally, the need for radio battery charging capabilities in the trailer was highlighted and rectified through the purchase of a battery charger capable of charging six batteries at once. Finally, the incident involved many different response agencies from multiple jurisdictions. It demonstrated the need for the ability to bridge radio communications within the Story County system and to have on-site bridging capabilities. Emergency Management has done operations checks of our portable bridging unit to ensure we have on-site bridging capabilities.

On April 27<sup>th</sup>, Emergency Management facilitated a request from the Hardin County Emergency Management Coordinator to deploy the Story County Sheriff’s Office Dive Team to Iowa Falls.

On May 29<sup>th</sup>, Emergency Management received a request to deploy the STAR 1 Search and Rescue team to Montezuma to assist in the search for a missing 11-year-old. The team deployed on May 29<sup>th</sup> and 30<sup>th</sup>, providing total 124 hours of assistance 28 of which were equine searcher (this does not include travel time) and 2500 miles of travel without compensation. This highlights the value of organized volunteer response teams.

**PREVENTION**

**PREPAREDNESS**

**RESPONSE**

**RECOVERY**

**MITIGATION**

Proudly serving the communities of:

Ames – Cambridge – Collins – Colo – Gilbert – Huxley – Kelley – McCallsburg – Maxwell- Nevada  
Roland – Sheldahl – Slater – Story City – Story County – Zearing

May 31<sup>st</sup>, assisted Nevada Fire Department with a HAZMAT spill on HWY 30.

## **Preparedness:**

### **Planning**

Revisions of Emergency Support Function (ESF) ESF-4 Firefighting, ESF-9 Search and Rescue, ESF-10 Hazmat, ESF-13 Public Safety are complete and all except ESF-10 Hazmat have been submitted to Homeland Security for approval.

Guidance and a training package to help jurisdictional administrative staff establish an Incident Command Center (ICC) to support their incident command structure during a disaster response has been completed. Zearing and McCallsburg jurisdictional leadership have agreed to be our test-bed for the production the evening of June 11<sup>th</sup>.

Our office sent a Planning, Training, and Exercise survey to jurisdictional leadership and first responders to determine where Emergency Management should focus efforts in the coming year. As of now, there have been 18 responses. Broader participation in terms of agencies and jurisdictions is desired.

### **Training**

Emergency Operations Center (EOC) staffing had become insufficient due to the operations tempo preventing recruitment and training. A recruitment push resulted in 16 new volunteers for the EOC, 6 of which are coming from Story County offices. Thanks to those Story County offices that allow their staff to participate and we are pleased to see an increase in non-Story County agencies providing personnel to work in the EOC.

The Coordinator provided approximately 70 student/hours of training to members of the Sheriff's Office PARTNERS team who are a rapid response team for abductions. The training focused on logistics to support these operations which tend to rapidly expand as the public tries to aid in the effort.

The Coordinator will complete the fourth week of the Advanced Academy in June. The course is held at the Emergency Management Institute in Maryland and was to be completed in 2020 but the schedule was disrupted by COVID. The Advance Academy studied higher level emergency management issues and the student cohort involved individuals from all across the US and all levels of government.

The Deputy Coordinator will begin the NACCO Leadership Academy in September as a part of the Iowa Cohort. We look forward to her sharing what she learns with Emergency Management staff and providing her cohorts with information on Emergency Management.

### **Exercises**

Story and Boone Emergency Management are working with the local healthcare coalition to address actions they might take for workplace violence to include threat detection and emergency response.

## **Operations**

The Deputy Coordinator has been doing extensive work to transition the mass notification system from the current vendor to RAVE. Story County receives free access to mass notification through a contract funded by Homeland Security and when the contract expired Homeland Security switched vendors. The new vendor is offering additional features like the ability of individuals and families to provide more

detailed information on their potential needs during a disaster and citizens can now select which severe weather alerts they would like to receive. The Deputy has also been working closely with Ames and other communities to transfer their staff alert list into the new system.

The Coordinator has devoted substantial time to an extensive revision of the Emergency Management Commission bylaws. Revisions started when ambiguities associated with quorums for voting on budgetary issues was identified, but the scope expanded to include efforts to improve clarity and the structure of the bylaws.

Emergency Management received a \$27,000 grant to be used to replace computers for the back-up Emergency Operations Center, located at Iowa State University Environment Health and Safety. The current computers are near the end of their useable life, but some will be repurposed to support command trailer operations and other for volunteer reception center operations.

Agency personnel had a chance meeting with ISU researchers that are developing microgrids based on solar technology to provide electricity to locations where the grid is not operational. Emergency Management coordinated a demonstration for local officials, Homeland Security personnel, and other emergency managers. The meeting sparked interest within Homeland Security to explore the possibility of using grant money to integrate this technology into a community's response planning.

### **Looking Forward**

- The intern will be working with local volunteer agencies to establish processes to collect and disseminate cash donations.
- Implementation and testing of the RAVE mass notification system continues.
- Planning, Training, and Exercise survey data will be evaluated.
- EOC staff position training will be conducted.
- Revision of Commission bylaws will continue.
- Start of plans revisions for Emergency Support Function (ESF) 6 – Mass Care, ESF – 8 Public Health, ESF – 10 HAZMAT, and ESF-11 Agriculture and Natural Resources
- Severe weather and drought monitoring continue.
- Discussion on microgrid technology will continue with Homeland Security



EFR EMPLOYEE & FAMILY RESOURCES

# RENEWAL

**PROPOSED FOR** Story County  
**RENEWAL DATE** 7/1/21  
**NUMBER OF EMPLOYEES** 275  
**CURRENT BENEFIT** 6 Session Core  
**CURRENT INVESTMENT** \$21.60 Per Employee Per Year

Renew at Current Benefit	Per Employee Per Year
6 Session Core	\$22.20
Number of Employees Upon Renewal	280
Investment Upon Renewal	\$6,216.00

Renew with Additional Investment	Flat Rate
6 Session Core +	+\$2,500.00
Number of Employees Upon Renewal	280
Investment Upon Renewal	\$8,716.00

Select Additional Services	Select Options Below
Onsite Workplace Training (\$250/hour, 4 hour minimum*)	<input type="checkbox"/>
Onsite Seminars on Education, Training and/or Development (\$300/hour*)	<input type="checkbox"/>
Mediation Services (\$200/hour*)	<input type="checkbox"/>
Leadership Coaching (\$200/hour*)	<input type="checkbox"/>
Other Service:	<input type="checkbox"/>

\*Client is responsible for travel costs incurred by Employee & Family Resources.

### Total Investment Upon Renewal

\*Pricing is based on one annual payment for a 12 month contract. Pricing is subject to change if the effective date or the employee count changes.

**SIGNATURE** *Li K. Addis* **DATE** 10-15-21

## **Story County Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2021 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.

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

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

## **SECTION 6**

### **Laws and Regulations**

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

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

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

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

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

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

## **SECTION 7**

### **Term and Termination**

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

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

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

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

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

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

## **SECTION 8**

### **Amendments**

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

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

**SECTION 9**  
**Other Terms and Conditions**

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

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

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

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

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

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

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

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

Story County Board of Supervisor's Office  
Story County Administration Building  
900 6<sup>th</sup> Street  
Nevada Iowa 50201  
Attention: Sandra King

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

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

**COUNTY:**

**PROVIDER:**

By: *Lisa K Heddens*

By: *Lisa C McCarty*

Print Name: *Lisa K Heddens*

Print Name: *Lisa C. McCarty*

Print Title: Story County Board of Supervisors

Print Title: *EXECUTIVE DIRECTOR*

Date: *6-15-21*

Date: *5/19/2021*

**ATTACHMENT A**  
**SERVICE DEFINITIONS AND RATES**  
**FISCAL YEAR: 2022**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Out of School Program Not to Exceed \$2,554 *Funds are to be used for non-disabled participants	1 Partial Day (3 Hours)	\$74.29

RECEIVED

JUN 04 2021

STORY COUNTY  
BOARD OF SUPERVISORS

**Story County  
Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2021 is by and between **Story County** and **Story Time Childcare Center** (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.

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

## **SECTION 6**

### **Laws and Regulations**

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

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

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

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

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

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

## **SECTION 7**

### **Term and Termination**

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

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

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

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

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

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

## **SECTION 8**

### **Amendments**

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

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

**SECTION 9**  
**Other Terms and Conditions**

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

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

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

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

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

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

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

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

Story County Board of Supervisor's Office  
Story County Administration Building  
900 6<sup>th</sup> Street  
Nevada Iowa 50201  
Attention: Sandra King

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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

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

**COUNTY:**

By: *Lisa K Heddens*

Print Name: *Lisa K Heddens*

Print Title: Story County Board of Supervisors

Date: *6-15-21*

**PROVIDER:**

*Storytime Childcare*  
By: *Jayne Underhill*

Print Name: *Jayne Underhill*

Print Title: *Director*

Date: *6-1-21*

**ATTACHMENT A**  
**SERVICE DEFINITIONS AND RATES**  
**FISCAL YEAR: 2022**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Child Care – Children Not to Exceed \$46,550	1 Full Day	\$25.47
Child Care – Infant Not to Exceed \$2,450	1 Full Day	\$7.04

RECEIVED

JUN 04 2021

STORY COUNTY  
BOARD OF SUPERVISORS

**Story County  
Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2021 is by and between **Story County** and **University Community Childcare** (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.

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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.

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

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

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

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

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

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

Story County Board of Supervisor's Office  
Story County Administration Building  
900 6<sup>th</sup> Street  
Nevada Iowa 50201  
Attention: Sandra King

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attention: \_\_\_\_\_

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

**COUNTY:**

**PROVIDER:**

By: *Lisa K. Heddens*

By: *Stacy Lehman*

Print Name: *Lisa K. Heddens*

Print Name: *Stacy Lehman*

Print Title: *Story County Board of Supervisors*

Print Title: *Executive Director*

Date: *6-15-21*

Date: *6.2.2021*

**ATTACHMENT A**  
**SERVICE DEFINITIONS AND RATES**  
**FISCAL YEAR: 2022**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Child Care – Infants Not to Exceed \$12,091	1 Full Day	\$78.20
Child Care – Children Not to Exceed \$9,028	1 Full Day	\$62.60

Resolution # 21-82

BE IT RESOLVED that the salaries for Story County employees for fiscal year 2022  
(for the pay period beginning June 20, 2021 and payable on July 09, 2021) shall be as follows:

The following rates are bi-weekly:

Andersen	Micah	3410.39	Matchan	Benjamin	3087.46
Anderson	Ethan	4116.62	McLain	Brett	2845.97
Asmussen	John	4101.32	McLatchie	Noelle	2762.89
Auld	Riley	1972.80	Memmer	Stephanie	2384.00
Backous	Gary	4098.92	Miller	Paige	2004.80
Barker	Jeremy	2746.92	Michelotti	Peggy	2830.15
Barnett	Paige	1918.40	Moon	Darren	5454.47
Bartos	Matthew	2708.80	Mosinski	Marylin	2848.85
Bauer	Russell	2420.80	Naumann	Andrew	3102.55
Beste	Kyle	2881.11	Navratil	Joel	2824.00
Blau	Clark	2523.20	Nehring	Joe	2830.15
Boeckman	Andrew	2711.20	Nicholas	Kimberly	2212.80
Boelkes	Benjamin	3036.32	Norris	Stephanie	1806.40
Briseno	Nicolas	3639.05	Origer	Kathleen	2094.40
Brogden	Joby	3244.73	Packer	Adam	2406.40
Burkle	Margie	2267.20	Peck	Michael	2522.40
Camp	Maegan	2004.80	Powell	Alexander	1918.40
Carlson	Emily	2094.40	Powers	Logan	2149.60
		2406.40	Pruden-		1888.00
Carman	Jordan		Xayavong	Ashlie	
Chance	Jan	2240.00	Quinn	Elizabeth	3397.05
Christensen	Theron	2701.50	Rewerts	Erin	2987.89
Christian	Adam	2764.80	Rhoad	Anthony	3397.85
Combs	Dillon	3138.57	Richardson	Lucas	4245.23
Cooper	Rameal	2004.80	Riese-Wignall	Alissa	4024.87
Cunningham	Stephanie	1972.80	Rosenberg	Nicholas	2043.38
Davis	Cory	3032.32	Schaper	BriAnna	2004.80
Denekas	Nancy	2292.00	Schmitz	Jaime	2714.40
Duden	Joshua	2701.50	Schoeneman	Amelia	3076.93
Eickholt	Jonathan	2812.50	Schroeder	James	2769.60
Ellis	Leanna	4099.72	Schroeder	Timothy	2453.60
Feldman	Molly	2004.80	Schultz	Kyle	2764.80
Fletchall	Shean	4116.62	Scott	Jeffrey	2768.80
Fountain	David	2958.81	Sink	Brett	2708.80
Gardner	Natosha	2420.80	Skelton	Zachary	2472.80
Geffre	Tracy	2472.80	Slice	Thomas	2579.20
Grimm	Tyler	3344.69	Smith	Loretta	2297.60
Grubbs	Jason	2768.00	Smith	Rebecca	2300.80
Gruis	Nathan	2349.60	Smith	Shelby	1918.40
Hamilton	Cody	2364.00	Sonich	Alexis	1728.80
Hansen	Levi	3036.32	Sparks	Tyler	3995.93

Harrison	Travis	2469.60	Stalzer	Monika	2538.25
Harter	Leanne	3442.60	Steinback	Barbara	4429.68
Henderson	Anna	2441.90	Stoeffler	Randy	2524.00
Hendrick	Karissa	2522.40	Stoll	Janet	2389.60
Hinders	Joan	2387.20	Sweet	Selena	1918.40
Hobart	Diane	2524.80	Thompson	Kyle	2767.20
Hochberger	Nicholas	3393.05	Tickle	Brian	3401.05
Holscher	Jonathan	3987.92	Toresdahl	Constance	3157.90
Houston	Joshua	3037.12	Van Wyngarden	Lynnette	3087.46
Hunter-					
Montgomery	Marcene	2384.00	Webb	Karla	3487.14
Janorschke	Alexander	2149.60	Webster	Joshua	3040.32
Johnson	Bret	3401.85	Wittrock	Michael	2004.80
Johnson	Jamie	2292.00			
Johnson-Miers	Shawna	3602.04			
Kennedy	Michael	2527.20			
Kester	Aaron	2829.60			
King	Sandra	4058.95			
Kunc	Samantha	1918.40			
Lendt	Brandon	1888.00			
Lentz	Jordan	2364.80			
Levri	Jerri	2381.60			
Luke	Adam	2468.00			
Markley	Lisa	3327.36			
Massaro	Matthew	2579.20			

The following rates are hourly:

Ahrens	Joel	33.47	Macki	Kristy	24.02
Albright	Amber	17.91	Massey	Stacey	18.78
Amman	Marcus	26.96	Memmer	James	32.41
Baker	Samantha	17.91	Mensing	Lori	29.63
Bellile	Michelle	21.86	Miller	Matthew	25.17
Betz	Samantha	20.30	Moore	Brian	34.85
Borton	Aaron	26.50	Muschick	Stacie	18.22
Botdorf	Joseph	30.33	Myer	Clint	22.41
Brakke	Mark	32.47	Naumann	Cathy	19.56
Braland	Justin	28.56	Norton	Heather	22.72
Brooks	Steven	28.96	Oborny	Robert	26.53
Campbell	Shelly	19.38	Ogden	Paul	32.42
Carey	Katelyn	18.63	Patterson	Timothy	27.90
Carsrud	Charles	34.39	Perisho	Lacey	18.78
Cerka	Amie	26.04	Peterson	Anna	17.56
Clatt	Dennis	32.35	Peterson	Ryan	28.55
Cripps	Kylie	19.51	Pratt	Dennis	26.03
Crutchfield	Rachel	17.40	Russell	Randall	17.75
Davis	Connie	23.05	Sanders	Dillon	20.23

DeHaven	Kevin	27.17	Schilling	Jason	20.23
DeVries	Jennifer	22.63	Schmitz	Wendy	23.25
Eames	Casandra	22.64	Schreiber	Katelyn	20.12
Elbert	Madison	22.07	Schwickerath	Cynthia	20.50
Erickson	Christopher	32.30	See	Kristie	20.00
Faisal	Parvez	22.34	Shugar	Stacie	23.91
Flickinger	Steven	23.88	Sinclair	Sherry	22.52
Fry	Jonathan	34.47	Smith	Laura	20.70
Gardner	Katie	19.18	Smith	Megan	21.92
Golly	Alex	24.93	Smith	Ryan	23.39
Grimard	Shelley	20.66	Stark	Matthew	24.24
Harrison	Danny	22.78	Spooner	Brittany	19.54
Herridge	Nick	27.66	Sprecher	Nicole	25.06
Hilleman	Patricia	21.84	Springer	Kyle	32.32
Holland	Roger	32.41	Sullivan	Todd	26.52
Hovick	Jim	34.45	Tendall	Bradley	24.93
Ingham	Darla	20.28	Tiernan	Justin	24.25
Johnson	Kathy	26.21	Van Sickle	Bre	20.53
Johnson	Steve	34.49	Vawter	David	34.45
Jones	Stephanie	21.33	Vickers	Melinda	20.40
Kerns	Jennifer	20.10	Wagner	Andrea	25.41
Knapp	Jordan	18.83	Wall	Scott	27.25
Koepp	Debbie	19.15	Warren	Kevin	23.47
Kruger	Derek	30.42	Wilson	Nicole	19.97
Lehman	Tammie	20.91	Winchell	Kevin	26.46
Lennon	Tyler	23.44	Wirtz	Kasey	19.00
Litke	Hannah	18.27	Zimmerman	Jeffrey	30.33
Logsdon	Sue	20.53			
Loneman	Terri	27.37			

The following annual rates are effective July 1, 2021 and payable on July 10, 2021

Baldwin, Ardis	76,987.90
Cheek, James	76,987.90
Faisal, Latifah	83,295.00
Fitzgerald, Paul	152,054.00
Heddens, Lisa	83,295.00
Herridge, Stacie	90,574.00
Lennie, Nicholas	129,245.90
Martin, Lucinda	90,574.00
McDonald, Lori	76,987.90
Meals, Timothy	149,065.00
Meredith, Tiffany	126,705.25
Murken, Linda	83,295.00

Norris, Kevin 76,987.90  
Rasmusson, Ted 90,574.00  
Sykes, Rhonda 76,987.90

Dated this 15th day of June, 2021

  
Chairperson, Board of Supervisors

Attest:   
County Auditor

ROLL CALL

Latifah Faisal	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
Lisa Heddens	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
Linda Murken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>

ALLOWED BY VOTE  
OF BOARD

Yea	<u>3</u>	Nay	<u>0</u>	Absent	<u>0</u>
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 Above tabulation made by   
CHAIRPERSON

Chairperson declared this Resolution ADOPTED AND APPROVED

REMIT PAYMENT TO:

**INVOICE**

ACH INFORMATION:  
 THE NORTHERN TRUST  
 50 SOUTH LASALLE STREET  
 CHICAGO, IL 60675

E-mail Remittance To: gachremittance@cdw.com  
 ROUTING NO.: 071000152  
 ACCOUNT NAME: CDW GOVERNMENT  
 ACCOUNT NO.: 91057



**CDW Government**  
 75 Remittance Drive, Suite 1515  
 Chicago, IL 60675-1515



RETURN SERVICE REQUESTED

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
ZR00180517	05/25/2021	8484660
PAYMENT TERMS		
Net 30 Days		
DUE DATE	AMOUNT DUE	
06/24/2021	<b>\$7,285.00</b>	

338 1 MB 0.450 E0164X I0261 D7635113203 S2 P8274995 0001:0001



CDW Government  
 75 Remittance Drive  
 Suite 1515  
 Chicago, IL 60675-1515



STORY COUNTY INFORMATION TECHNOLOGY  
 BARBARA STEINBACK  
 ADMINISTRATION BLDG  
 900 6TH ST  
 NEVADA IA 50201-2004

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

LINE#	ITEM DESCRIPTION	SERVICE PERIOD	RATE PLAN	PRICE	UOM	QTY	NET AMOUNT
1	ZOOM Video Zoom Add-on Webinar License -	05/27/2021 - 05/26/2022	PAR1-WEB-500-FL1Y - Recurring	1,288.00	Each	1.00	1,288.00
2	ZOOM Video Zoom Meetings - Business Licenses	05/27/2021 - 05/26/2022	PAR1-BIZ-BASE-NH1Y - Recurring	199.90	Each	30.00	5,997.00

**APPROVED**

**DENIED**

Board Member Initials: AKH

Meeting Date: 6-15-21

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

**GO GREEN!**

CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at [paperlessbilling@cdw.com](mailto:paperlessbilling@cdw.com). Please include your Customer number or an Invoice number in your email for faster processing.

**REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!**

Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email [billingquestions@cdw.com](mailto:billingquestions@cdw.com) with any questions.

**ACCOUNT MANAGER**

Brown, Gabriel  
 312/547-2674  
[billingquestions@cdw.com](mailto:billingquestions@cdw.com)

SUBTOTAL **\$7,285.00**

SALES TAX **\$0.00**

**PURCHASE ORDER**

5200033

AMOUNT DUE **\$7,285.00**

Cage Code Number 1KH72  
 DUNS Number 02-615-7235

ISO 9001 and ISO 14001 Certified  
 CDW GOVERNMENT FEIN 36-4230110

HAVE QUESTIONS ABOUT YOUR ACCOUNT?  
 PLEASE EMAIL US AT [billingquestions@cdw.com](mailto:billingquestions@cdw.com)  
 VISIT US ON THE INTERNET AT [www.cdw.com](http://www.cdw.com)



Invoice #: 5667  
Date: 05/19/2021  
Customer ID: 50201

# INVOICE

<b>Payable To:</b>
RoseRush Services, LLC P.O. Box 2006 Buena Vista, CO 8121

<b>Bill To:</b>
Story County Animal Shelter and Control 975 West Lincoln Highway Nevada, IA 50201

<b>TERMS</b> Due by 06/30/2021
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QTY	DESCRIPTION	TOTAL
1	Shelter Pro Software—Annual Software Licensing, support, and upgrades  <p style="text-align: center;"><b>APPROVED</b>      <b>DENIED</b></p> <p>Board Member Initials: <u>AKH</u></p> <p>Meeting Date: <u>6-15-21</u></p> <p>Follow-up action: _____</p> <p>_____</p> <p>_____</p> <p style="text-align: center;"><u><i>Thank you for your order!</i></u></p>	\$1895.00

Balance due

\$1895.00
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## COUNTY SUBSTANCE ABUSE PREVENTION SERVICES AGREEMENT

THIS AGREEMENT is made and executed this 1<sup>st</sup> day of July 2021 by and between the STORY COUNTY BOARD OF SUPERVISORS (hereinafter referred to as "BOS."), and YOUTH AND SHELTER SERVICES (SUBCONTRACTOR) (hereinafter referred to as "YSS.") whose address is 420 Kellogg, Ames, IA 50010 to utilize the County Substance Abuse Prevention Services grant funds proposed to be \$10,000.00. All parties to this Agreement desire to provide comprehensive substance abuse prevention services. Services will include but not be limited to those outlined in the 'Description of Work' as stated in the grant proposal for FY 2022. It is hereby agreed as follows:

1. The plan, as illustrated by the FY22 County Substance Abuse Prevention Services application will be carried out. The total subcontract amount is \$40,000 (line item budget attached). Any amendments to the plan will be carried out by the request to modify. This will be adhered to by all parties.
  - a. The YSS mentoring program will serve up to 200 youth in Story County in multiple school districts and by participating in the mentoring relationships the youth will increase or maintain their perception of risk/harm related to alcohol, tobacco and other drugs.
  - b. The YSS Kids Club programs will serve up to 200 youth in 3 Story County, implementing Lion's Quest curriculum within the program. The program will maintain or increase the knowledge base for resisting substances.
2. The sub-contractor's (YSS) responsibilities are as follows:
  - a. Agrees to comply with the specific components of the County Substance Abuse Prevention Services Contract of the Iowa Department of Public Health (hereinafter referred to as DEPARTMENT), and DEPARTMENT special and general conditions dated 7/1/21. YSS is responsible for all services outlined in county application which includes providing substance abuse programming in Story County schools. YSS will assure compliance with all special and general conditions of the Agreement. This will assure continuity of care for Story County residents across all age groups.
  - b. Will comply with all relevant provisions of the Iowa Civil Rights Act of 1965, as amended, Iowa Executive Order No. 15 of 1973, Federal Executive Order 11246 of 1965, as amended by Federal Executive Order 11375 of 1967, the Equal Employment Opportunity Act of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975. YSS in completing this contract shall comply with Title VI Civil Rights Act of 1964 (PL88-352) so that no person will be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, creed, color, religion, national origin, sex, age or physical or mental disability.
  - c. Shall provide personal liability insurance coverage for employees performing services under this Agreement. It is agreed that YSS is at all times an independent contractor and shall be outside the control of Story County as to the manner of performing services. Staff performing services under the Agreement are not employees, agent or officers of Story County. Proof of such insurance coverage by certificate shall be provided to the Board by YSS at the commencement of services under this Agreement and, thereafter, upon any renewal of coverage.

- d. YSS shall hold harmless, indemnify and defend Story County against any and all claims, losses, damage or lawsuits from third parties arising from or related to the provision of services under this Agreement.
  - e. The subcontractor shall provide the DEPARTMENT, the CONTRACTOR, and any of their duly authorized representatives with access, for the purpose of audit and examination, to any documents, papers, and records of the subcontractor pertinent to the subcontract.
  - f. Shall provide a yearly report of its activities relating to the services provided under this Agreement to the BOS, or most frequently, upon request.
  - g. Will submit bills by the 10<sup>th</sup> day of October, January, April and July for the preceding quarter's services. Will maintain records to ensure expenditures do not exceed the approved appropriations.
3. If any provisions contained herein shall be in conflict with the laws of the State of Iowa, or shall be declared to be invalid by a Court of record of this State, such invalidity shall be construed to affect only such portions as are declared invalid or in conflict with the law. Any remaining portion ruled valid by the Court shall continue to be in effect.
  4. This Agreement may be canceled by either the BOS, or YSS upon ninety (90) days written notice.
  5. The term of this agreement shall be from July 1, 2021, until June 30, 2022. Thereafter, the agreement will be renegotiated from year to year. This agreement may be amended at any time by mutual agreement. The amount of funds for each grant is identified on the Iowa Department of Public Health contract fact sheet.
  6. This plan will support the local Comprehensive Needs Assessment as well as the Healthy Iowans 2020 plan.

AGREED AND EXECUTED THIS 15<sup>th</sup> DAY OF June 2021.

**STORY COUNTY BOARD OF SUPERVISORS**

BY:  Date 6-15-21  
**Chair, Board of Supervisors**

**YOUTH AND SHELTER SERVICES**

BY:  Date 6/7/21  
**Andrew Allen, CEO**

## SUBCONTRACTOR LINE ITEM BUDGET

<b>Staff Position</b>	<b>Role</b>	<b>Salary and Benefits to Project</b>	<b>IDPH</b>	<b>Match</b>
CYFD Director	Supervision	\$5,000		\$5,000
Five Mentoring Facilitators	Mentoring Program Implementation	\$15,000	\$5,000	\$10,000
Four Kids Club Supervisors	Kids Club Curriculum	\$15,000	\$4,000	\$11,000
Kids Club Manager	Supervision Kids Club Curriculum	\$5,000	\$1,000	\$4,000
<b>Totals</b>		\$40,000	\$10,000	\$30,000

IOWA STATE UNIVERSITY  
OF SCIENCE AND TECHNOLOGY

Procurement Services  
1340 Administrative Services Building  
2221 Wanda Daley Drive  
Ames, Iowa 50011-1003  
515-294-4560  
FAX 515-294-9606

June 9, 2021

Story County Sheriff's Office  
Story County Courthouse  
Nevada, IA 50201

**SUBJECT: Iowa State University Contract Order Number(s) SCN-1007963**

Iowa State University (ISU) currently maintains the above-mentioned order with Story County Sheriff for law enforcement services to be provided by Story County Officers. This order shall expire on June 30, 2021.

We are requesting that this order be extended for a one-year period from July 1, 2021 through June 30, 2022. A new contract will be sent at a later date.

**Please complete the following:**

- (1) As an authorized representative of the Story County Sheriff's Office our company is offering to extend this contract from July 1, 2021 through June 30, 2022, as per the existing pricing, terms, and conditions.

Yes  No

Current pricing:  
Senior reserve & officers @ \$65.00/hr  
Regular reserve @ \$32.50/hr

- (2) Authorized Representative's signature: \_\_\_\_\_

Typed or printed name: Lisa Heddens

Date: 6/15/2021 Phone No.: (515)382-7200

Email Address: lheddens@storycountyia.gov

Please indicate any changes in your address, company name, etc. Return this letter within approximately 10 days to my attention by fax (515)-294-9606, email: [wkfoster@iastate.edu](mailto:wkfoster@iastate.edu) or address shown below.

Iowa State University  
Purchasing Department  
1340 Administrative Services Building  
Ames, IA 50011

Sincerely,

Wendy Foster  
Purchasing Agent  
Phone No. 515-294-8806

**RESOLUTION #21-98**  
**RESOLUTION OF THE BOARD OF SUPERVISORS OF STORY COUNTY, IOWA,**  
**SETTING A DATE AND TIME FOR PUBLIC HEARING ON JUNE 22, 2021, FOR**  
**CONSIDERATION OF THE ADVERTISEMENT TO BID FOR THE STORY COUNTY**  
**JUSTICE CENTER HOUSING HVAC EQUIPMENT REPLACEMENT PROJECT –**  
**PHASES 2 AND 3**

WHEREAS, the Story County Board of Supervisors contracted with Roseland, Mackey, Harris Architects on August 12, 2020, for Architectural/Engineering Design Services for the Story County Justice Center Housing HVAC Equipment Replacement Project; and

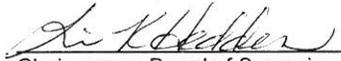
WHEREAS, the Story County Board of Supervisors shall hold a public hearing to consider the Advertisement to Bid for the Story County Justice Center Jail Housing HVAC Equipment Replacement – Phases 2 and 3. Such work to include rooftop and interior HVAC equipment removal and replacement, associated fuel-gas piping, repairs as needed to existing roof membrane, pipe and tube railings, selective interior demolition, replacement of interior finishes and other related work; and

WHEREAS, public notice as required by the *Code of Iowa* regarding the public hearing will be published in the official newspapers of Story County on June 18, 2021.

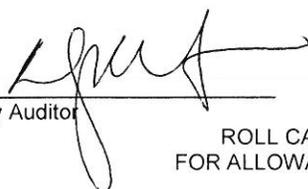
NOW THEREFORE BE IT RESOLVED that a public hearing date on this matter be held on the Advertisement to Bid for the Story County Justice Center Jail Housing HVAC Equipment Replacement Project – Phases 2 and 3 on the 22<sup>nd</sup> day of June, 2021, at the Story County Administration Building, Nevada Iowa, in the Public Meeting Room, at 10:00 AM.

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

Dated this 15<sup>th</sup> day of June 2021.

  
Chairperson, Board of Supervisors

Attest:

  
County Auditor

ROLL CALL  
FOR ALLOWANCE

Latifah Faisal Yea  Nay  Absent   
Lisa Heddens Yea  Nay  Absent   
Linda Murken Yea  Nay  Absent

ALLOWED BY VOTE  
OF BOARD

Yea 3 Nay 0 Absent 0

  
CHAIRPERSON Above tabulation made by 

**STORY COUNTY  
APPLICATION FOR PERMIT  
TO USE OR EXPLODE DISPLAY FIREWORKS**

**APPLICANT INFORMATION**

Name: Cindy Dorkhout  
 Address: 25932 Sand Hill Trl Ames, IA 50010  
 Phone: Day: 515.451.3098 Evening: 515.783.9748  
 Operator's name and address (if different from applicant):  
Chad Dorkhout

**DESCRIPTION OF OPERATOR'S COMPETENCY**

Has previously performed a fireworks display at this address

**EVENT INFORMATION**

Date: 7/4/21 Time: 9 pm-11 pm Location: 25932 Sand Hill Trl Ames, IA 50010  
 Rain Date: 7/5/21

**INSURANCE INFORMATION**

Are you insured?

Yes  No

Name, address, and phone number of insurance company and agent:

*A certificate of insurance shall accompany the application.*

SIGNATURE OF APPLICANT

DATE

"Pursuant to Iowa Code §331.304(8) and §727.2, the Story County Board of Supervisors may grant a permit for the use or explosion of display fireworks upon a written application when the display fireworks will be handled by a competent operator. The operator shall handle and discharge the display fireworks according to applicable law and manufacturer's recommendations, and shall operate safely under all circumstances. The permittee/operator certifies that s/he has authority to operate display fireworks on and over the location listed in the permit where the display is to occur. Any such permit shall be void if the use occurs when a 'burn ban' is in effect or if conditions are conducive to fire. Any permit is valid only in the unincorporated areas of Story County, Iowa, and this permit is immediately void if any display fireworks are operated over any part of a city, airport, airstrip or outside of Story County (except non-annoyance airborne smoke that may drift from the display location). Any permit so issued does not immunize the applicant or operator from complying with all laws and regulations concerning the purchase, transportation, possession, storage, firing, and discharge of explosives and fireworks. The permittee/operator shall comply with lawful directives of any peace officer and emergency services worker and the permittee/operator shall produce the permit upon request of any peace officer or emergency services worker. The applicant/permittee and/or operator shall assume all liability and risk of loss, injury or death to any entity or person associated with the handling and/or discharge of the display fireworks, and agrees to indemnify and hold Story County, its agents and employees, harmless from any and all liability associated with the use or explosion of display fireworks. The permittee/operator specifically and voluntarily agrees to the foregoing and understands the granting or denial of this application is a matter of discretion resting solely with the Story County Board of Supervisors, its agents and/or assigns."

- Attach certificate of insurance to the application
- Submit completed application and insurance information to the following:

Story County Auditor's Office  
 900 6<sup>th</sup> St.  
 Nevada, Iowa 50201

The deadline for the Board of Supervisors' weekly meeting agenda is Thursday at 3 pm. Completed applications received by the deadline shall be placed on the agenda for the following Tuesday.

**OFFICIAL USE ONLY**

APPLICATION APPROVED

APPLICATION DENIED

CHAIRPERSON, BOARD OF SUPERVISORS

DATE



205 S. Walnut Avenue, Ames, IA 50010  
(515) 233-2906 (office)  
(515) 231-4354 (cell)  
ncarroll@hsservicesia.com

June 4, 2021

Story County Board of Supervisors  
Story County Administration Building  
900 6<sup>th</sup> Street  
Nevada, IA 50201

Dear Board of Supervisors,

As seniors strive to recover emotionally and financially from the devastating impacts of the pandemic, on behalf of our Board of Directors I respectfully request that Heartland's FY20/21 ASSET funding be carried-over to FY21/22 as follows:

Adult Day Center (ADC): \$6,560

We reopened the ADC on June 3<sup>rd</sup> with the reduced schedule of Monday, Wednesday and Friday. As seniors and their caregivers gain more confidence coming out of the pandemic, we anticipate ADC participation numbers to increase and that we will resume being open five days per week.

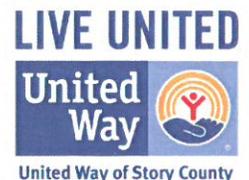
Thank you for your consideration of this request in support of seniors in Story County. It is needed and valued coming out of the pandemic.

In Appreciation,

*Nancy*

Nancy Carroll  
Executive Director

*HSS Mission: Heartland Senior Services of Story County offers life-enriching opportunities for older adults and provides support for their families and caregivers.*



**Story County  
Provider and Program Participation Agreement Amendment No. 2**

1. This amendment is entered into this 15<sup>th</sup> day of June by and between Story County and Heartland Social Services (Provider), original parties to the agreement effective July 1, 2021.
2. The agreement is amended as follows: Attachment A is removed and replaced in its entirety with the following attachment A:

**Heartland Social Services ATTACHMENT A Amendment Effective 7/1/21  
SERVICE DEFINITIONS AND RATES  
FISCAL YEAR: 2022**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Senior Food Program Not to Exceed \$1,715	1 Client Contact	\$9.52
Adult Day Center Not to Exceed \$25,750 (includes \$6,560 carry over)	1 Client Day	\$79.87
Home Delivered Meals Not to Exceed \$33,206	1 Meal	\$6.38
Home Delivered Meals – under 60 Not to Exceed \$1,230	1 Meal	\$8.79
Service Coordination/Outreach Not to Exceed \$48,080	1 Client Hour	\$69.94
Adult Day Center Local Option Not to Exceed \$254	1 Client Day	\$79.87
Mobile Meals Local Option Not to Exceed \$630	1 Meal	\$6.38
Service Coordination Local Option Not to Exceed \$740	1 Client Hour	\$69.94

3. All other terms and conditions of the Agreement identified in the caption hereof shall remain in full force and effect except as specifically modified by this amendment. If there is conflict between this amendment and the agreement, the terms of this amendment will prevail.

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

**Story County:**

**Heartland Social Services:**

By: *Lisa K Hedden*

By: *N. Carroll*

Print Name: *Lisa K Hedden*

Print Name: *Nancy Carroll*

Print Title: Story County Board of Supervisors

Print Title: *Executive Director*

Date: *6-15-21*

Date: *6/10/21*

**COLLECTIVE BARGAINING AGREEMENT**

between

**STORY COUNTY, IOWA**

**BOARD OF SUPERVISORS**

and

**PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES  
LOCAL 2003  
(Command Staff)**

**JULY 1, 2021 - JUNE 30, 2022**

**APPROVED**

**DENIED**

Board Member Initials: AKH

Meeting Date: 10-15-21

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

\_\_\_\_\_

\_\_\_\_\_

## AGREEMENT

This Agreement, entered into this 1<sup>st</sup> day of July, 2021, by and between STORY COUNTY, hereafter referred to as the "Employer" and PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES, LOCAL 2003, hereafter called the "Union." The term Employer as used in this Agreement will normally refer to the Sheriff and his/her designee. Throughout this Agreement, wherever the "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

### ARTICLE 1 RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for all full-time and part-time Lieutenants, Sergeants, Communications Commander, Jail Administrator, Communications Operations Manager, Assistant Jail Administrator, Detention Supervisors and Food Services Supervisor as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 8282 and Case 102134, which excludes the Sheriff, Chief Deputy, Office Manager/Budget Supervisor all other employees of the County.

### ARTICLE 2 NON-DISCRIMINATION IN EMPLOYMENT

The Employer and the Union agree to comply with any non-discrimination in employment laws that are applicable.

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation in Union affairs and/or activities.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

### ARTICLE 3 NO STRIKE – NO LOCKOUT

The Employer agrees that during the term of this Agreement it will not engage in any lockout of employees. The Union agrees that during the term of this Agreement, there shall not be any work stoppage, strike, slowdown, picketing, boycott or any other action on the part of the Union or the employees represented by it which will interrupt or interfere with the operation of the County.

ARTICLE 4  
SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, those provisions shall be deleted. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 5  
GRIEVANCE PROCEDURE AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. For purposes of this Article, the words employee(s) or grievant(s) shall also mean and include the Employee Organization/Union. All matters of dispute that may arise between the Employer and an employee(s) regarding a violation of an expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

- A. Step 1: The aggrieved employee(s) and/or the Union shall present a grievance verbally, to the Chief Deputy within seven (7) calendar days. The employee shall state the nature of the grievance, specific clause(s) violated, and all facts as they are known to be shall be discussed. Within seven (7) calendar days after this, the Chief Deputy will answer the grievance in writing.
- B. Step 2: If the aggrieved employee(s) is not satisfied with the Chief Deputy's answer at Step 1, the aggrieved employee and/or Union shall present the grievance in writing to the Sheriff within seven (7) calendar days of the Chief Deputy's answer. The grievance shall state the nature of the grievance, the specific clause(s) violated, and shall state all facts and witnesses as they know them to be. Within seven (7) calendar days the Sheriff will answer the grievance in writing.
- C. Step 3: If the aggrieved employee is not satisfied with the Sheriff's answer at Step 2, the aggrieved employee and/or Union shall request the grievance be submitted to an outside independent mediator. Mediation shall be scheduled at a mutually agreeable time between the parties and the mediator. Mediation shall be a pre-requisite to referring the grievance to Step 4.
- D. Step 4: Any grievance not settled in Step 3 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within seven (7) calendar days after the date of the unsuccessful mediation.

Any aggrieved employee may elect to have a Union representative present at the any of the grievance meetings.

All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive beyond the date on which the occurrence giving rise to the grievance was known. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the

Employer's last answer. If a grievance is not timely answered by the Employer, it shall automatically be referred to the next Step.

After either party has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) calendar days after receipt by either party of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise the parties alternately eliminating names from the list, with the parties flipping a coin to see who strikes first.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case. The date for the arbitration hearing will be determined by the parties and the arbitrator within sixty (60) days following the date of the selection of the arbitrator.

The fees and expenses of the arbitrator will be shared by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change or amend the terms conditions, or applications of the collective bargaining agreement. The arbitrator shall not have power to accept or decide any grievance which involves a matter within the jurisdiction of the Civil Service Commission (Chapter 341A, Code of Iowa). The arbitrator's decision shall be final and binding on both parties.

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon written mutual agreement of the Union and the Employer.

In the event that any employee takes action on any complaint in any other forum, then all rights to this contractual grievance procedure shall be waived and no grievance shall be allowed regarding the issue. The arbitrator may not hear more than one grievance unless the presentation of more than one grievance is mutually agreed to by the Employer and the Union.

Individuals involved with a grievance procedure may discuss the issue during the working day with involved individuals, but without payment if discussions extend beyond the employee's normal working hours. The aggrieved employee and all County-employed witnesses shall be granted time off with pay to attend a grievance meeting or hearing.

## ARTICLE 6 SENIORITY

Seniority means an employee's length of full-time continuous service with the Employer since their last date of hire. Seniority shall be administered on a job classification basis. The job classifications in this unit are:

Lieutenant  
Sergeant

Communications Commander  
Jail Commander  
Communications Operations Manager  
Detention Supervisor  
Assistant Jail Administrator  
Office Services Supervisor  
Communications Supervisor

If more than one employee has the same date of hire with the County, the employee's social security number will determine the most senior employee. Using the last two (2) numbers, the employee with the lowest number will be the most senior employee.

#### Probationary Period – Employees other than Civil Service Employees

A probationary employee is an employee who has not yet completed twelve (12) consecutive months of service with the Employer. If the Employer and employee agree, the probationary period can be extended for any period up to a maximum of six (6) months. A probationary employee may be disciplined or discharged by the Sheriff without cause and without recourse to the grievance procedure. An employee who has been promoted to his/her position in this bargaining unit, is not considered a probationary employee.

#### Probationary Period – Civil Service Employees

If a civil service employee covered by Iowa Code Chapter 341A (a "civil service employee") has successfully completed training at the Iowa law enforcement academy or a regional training facility certified by the director of the Iowa law enforcement academy prior to initial appointment as a civil service employee, the probationary period shall be for a period of up to nine months and shall commence with the date of initial appointment as a civil service employee. If the civil service employee has not successfully completed training at the Iowa law enforcement academy or a regional training facility certified by the director of the Iowa law enforcement academy prior to initial appointment as a civil service employee, the probationary period shall commence with the date of initial employment as a civil service employee and shall continue for a period of up to nine months following the date of successful completion of training at the Iowa law enforcement academy or a regional training facility certified by the director of the Iowa law enforcement academy.

The discipline and removal of civil service employees will be governed by the provisions of Iowa Code Chapter 341A.

An employee shall lose their seniority and employment relationship shall be broken and terminated as follows:

- a. Employee quits
- b. Employee is discharged for proper cause

- c. Engaging in other paid work while on sick leave, or giving false reason for obtaining a leave of absence
- d. Two (2) consecutive days of absence without notice to the Employer
- e. Failure to report for work at the end of a leave of absence
- f. Failure to report to work fourteen (14) days after being notified to return to work following layoff, when notice of recall is sent to the employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer informed of their current address and phone number
- g. Seniority rights will be forfeited after the continuous period of layoff exceed one (1) year
- h. Employee retires
- i. An employee is absent from work for any reason, excluding FMLA, for over one (1) year or for a period of time equal to his/her seniority, whichever is shorter. This may be extended at the discretion of the Sheriff.

If an employee is transferred out of the bargaining unit, but remains within the Sheriff's Office, his/her seniority continues to accumulate.

After the first consecutive thirty (30) days of unpaid leave of absence, seniority shall not accumulate.

The Union shall be furnished with a seniority list of all employees covered by this Agreement.

**Staff Reduction:** When the working force is to be reduced, the Sheriff will select which job classification is to be reduced. The employee with the least qualifications and ability will be removed first, when qualifications and ability are relatively equal, in the judgment of the Sheriff, the employee with the least amount of seniority in the job classification will be removed. On recall from layoff, employees will be returned to work in the reverse order of layoff, if qualified to perform the work available. Probationary employees have no recall rights.

Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. The employee must report to work in fourteen (14) days after receipt of notice, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall be terminated and lose all seniority rights under this Agreement. Employees will have one opportunity to accept or reject an offer of recall. Employees who reject an offer of recall will forfeit their recall rights.

Employees shall have recall rights for a period of twelve (12) months following the date of their layoff.

If the Sheriff creates a new position, the Sheriff and the Union shall bargain through impasse collectively with respect to wages, hours and other terms and conditions of employment as defined by Section 20.9 of the Public Employment Relations Act.

ARTICLE 7  
HOURS OF WORK

Determination of daily and weekly hours of work shall be at the sole discretion of the Sheriff. The normal pay period shall be from Sunday through Saturday and be two (2) weeks in duration. It is acknowledged that within this bargaining unit there are 6-3 shift employees , 4-4 shift employees and 5-2 Monday – Friday employees.

**Call Back Time:** Any non-exempt hourly employee within the bargaining unit who is called back to work by the Employer shall be paid a minimum of two (2) hours pay at the overtime rate unless such call back is tied to the beginning or end of his/her shift. Employees on specials days off (i.e. vacation, holiday, comp. time, etc) shall be called back only after all others on normal routine time off have been called.

**Court Time:** Any non-exempt hourly employee within the bargaining unit who is required to appear for court during off duty hours shall be paid a minimum of two (2) hours pay at the overtime rate, unless the court appearance and the beginning or end of an employee's scheduled workday shifts overlap. In that event, the employee is paid for actual time spent.

ARTICLE 8  
OVERTIME

Any non-exempt hourly employees within the bargaining unit will be paid, either in cash or compensatory time, at the rate of time and one-half (1 ½) the employee's straight time hourly rate for all hours worked in excess of their scheduled workday. The choice between cash and compensatory time will be made by employees during open enrollment. An employee may also request time off within the pay period equal to any hours in excess of the normal workday or normal work schedule. If the request is granted, these hours will be taken hour for hour. Compensatory time off must be approved by the Sheriff, or his designee, and will normally require a one (1) day notice.

An employee may accumulate a maximum of forty (40) hours of compensatory time. An employee shall be able to carry over forty (40) hours of compensatory time from fiscal year to fiscal year. Once an employee reaches the maximum accumulation, overtime will be paid at the rate of one and one-half (1 ½) of the employee's regular hourly rate.

Any accrued compensatory time will be paid out at the employee's current rate of pay to the employee prior to any change in rank or grade and also if the employee changes his/her election from compensatory time to cash payment.

ARTICLE 9  
HOLIDAYS

Employees are eligible for the following paid holidays: New Year's Day, President's Day,

Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, two (2) days at Christmas and two (2) hours on December 31 (only if December 31 falls on a Monday through Thursday). Any additional holidays recognized by the Board will be added to the Agreement.

Non-exempt employees on a Monday-Friday work schedule, required to work on any of the recognized paid holidays shall be paid time and one-half (1 ½) for all hours worked except hours worked which exceed an employee's normal scheduled hours will be paid at double time. Holiday pay will be at the employee's normal pay for the day or week for which he/she would have been scheduled to work.

Except for 6-3 and 4-4 shift employees, to be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday or unless on an excused absence.

An employee on layoff or unpaid leave of absence is not eligible for holiday pay.

For employees within the bargaining unit on a Monday-Friday work schedule, when a designated holiday falls on a Saturday, the preceding Friday shall be observed as the legal holiday, and when a holiday falls on a Sunday, the following Monday shall be observed as the legal holiday.

Full-time shift employees (non Monday-Friday) will be granted ten (10) personal days in lieu of holidays (July 1) per fiscal year. Any unused personal days shall be paid to the employee at the employee's regular hourly rate at the end of the first full pay period at the end of the fiscal year (June 30). If an employee is on a 12 hour shift schedule, they will be credited with 120 hours, in lieu of holidays (July 1) per fiscal year and 12 hours will be deducted from their personal leave bank when they use a personal day. All requests for personal days must be approved by the Sheriff or his designee and will normally require a three (3) day notice. Any Employee can only be paid out a maximum of 80 hours at the end of each fiscal year (June 30).

If an employee uses more personal days than actual holidays that have transpired in the year and employment is severed, the County will be reimbursed for the personal days by deducting the hours from the employee's vacation payout or by the employee reimbursing the County for the personal day.

Personal days accrued and not used at the time of separation from County employment will be reimbursed on a pro-rata basis. Any employee can only be paid out a maximum of 80 hours at separation of employment.

## ARTICLE 10 VACATIONS

Employees shall be entitled to paid vacations as follows:

After one (1) year of continuous service, eighty (80) hours;

After five (5) years of continuous service, one hundred twenty (120) hours;

After ten (10) years of continuous service, one hundred sixty (160) hours;  
After fifteen (15) years of continuous service, two hundred (200) hours.

Up to forty-eight (48) hours of vacation time can be carried over from one year to the next. After fifteen (15) years of continuous full-time service, an employee may carry over sixty (60) hours of vacation time. After twenty (20) years of continuous full-time service, an employee may carry over eighty (80) hours of vacation time.

The scheduling of vacation leave must have prior approval of the Sheriff, or designee, and will be granted at his discretion. The Sheriff may require the rescheduling of vacation leave only when, in his judgment, it is absolutely necessary. Vacation time will normally be taken in weekly increments. Vacations of a shorter duration must be approved by the Sheriff and will normally require a three (3) day notice. Notification of approval or denial will be given within seven (7) calendar days.

Vacation leave shall be computed on an hourly basis and credited to each employee's account every pay period. Vacation pay will be at the employee's normal pay for the day or week for which he/she would have been regularly scheduled to work.

An employee shall not accrue vacation leave during periods of temporary layoff, suspension or leave without pay.

For Monday through Friday employees within the bargaining unit, vacation extending through an officially designated holiday shall not have that holiday charged against vacation leave.

Any employee separated from County employment by reduction in force, resignation, death or otherwise, shall be paid or have payment made to his/her estate or legal beneficiary in the amount of any unused vacation leave earned.

Employees who work on a scheduled vacation day shall be compensated at the employee's normal pay for the day or week he/she was scheduled to work and that day shall not count against their vacation leave.

If an employee's vacation leave has been denied, resulting in an employee reaching the cap, the amount of vacation leave which would otherwise be lost, will be reimbursed at an employee's regular rate of pay.

#### ARTICLE 11 SICK LEAVE

Sick leave shall be accrued by all hourly employees at the rate of 12 hours per month for each month to a total of nine hundred sixty (960) hours.

Family Medical Leave Act: Employees who have at least one year of service with Story County and who have worked at least 1250 hours in the previous twelve month period may take unpaid leave of up to twelve weeks for the following reasons:

1. Birth of a child
2. Place of a child for adoption or foster care
3. Care of an ill spouse, parent or child
4. Illness of an employee

Employees may elect, however to use vacation or sick leave as part of the twelve week FMLA. In no event will the total amount of family medical leave, utilized for numbers 1, 2 or 3 above, be permitted to exceed twelve continuous weeks without prior approval of the Sheriff.

Employees on FMLA will have their health insurance continued in the same manner as if leave was not taken. Employees who are required to contribute part of the cost of health insurance will need to make arrangements with Human Resources for timely payments of premiums.

Employees requesting leave must provide thirty days written notice when possible. In addition, employees must indicate the date they expect to return to work.

The employee shall have the right to be restored to the same position that the employee held when the requested FML started, or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment.

Use of Sick Leave: Accumulated sick leave may be used for any disabling or confining medical condition, personal illness, injury, and pregnancy related matters, medical or dental appointments or on the job injury or disability. A medical doctor's written verification of illness or injury may be required by the employer for substantiation of an illness or injury exceeding three (3) consecutive workdays or any time when sick leave abuse is reasonably suspected.

Except for 6-3 and 4-4 shift employees, if a holiday falls within a paid sick leave, that day will be counted as a holiday and not as a day of sick leave.

Sick shall be taken in increments of at least one (1) hour at a time.

When absences due to sickness are necessitated, the employee shall normally notify the Sheriff at least one (1) hour prior to the beginning of his/her scheduled reporting time. Failure to do so, without a bona fide reason, shall result in the employee being considered absent without leave, and subject to disciplinary action.

Probationary employees, with less than sixty (60) days service, are not eligible for sick leave benefits. After successful completion of this sixty (60) day period, sick leave earned during such time period will be credited to the employee's account as of his/her date of employment.

Worker's Compensation: An employee may use sick leave, to the extent it is available, for an on-the-job injury for disability. If an employee so elects to use such sick leave in any period for which an employee is receiving Worker's Compensation benefits for an on-the-job injury for the Employer, the Employer shall pay to such employee the amount which such employee would have been entitled to receive as gross pay for the same period of sick leave under this contract, if the

injury or disability had not been compensable. During the statutory waiting period, an employee may choose to use sick leave to the extent it is available. Any amount paid to an employee under this Section shall be chargeable against the employee's sick leave. After all sick leave is used, an employee may elect to use any available compensatory or vacation time accumulated.

**Family Illness:** The Employer may allow the use of sick leave to take care of an employee's immediate family (parents, spouse, child) for medical reasons. This use of sick leave shall not exceed five (5) shifts per calendar year.

**Sick Leave Donation:** In the event that an employee exhausts his/her accumulated sick leave days, vacation, accrued personal days and accumulated compensatory time, the Board, upon the recommendation of the Director of Internal Operations and Human Resources, may grant additional sick leave days, or, with permission from the affected individual, the Director of Internal Operations and Human Resources may request voluntary donations of sick leave from staff for use by the affected employee for his/her personal illness or injury. The Director of Internal Operations and Human Resources will determine the number of days to be granted on a case-by-case basis and in doing so will consider medical information supplied by the affected employee. Each employee may voluntarily donate up to 2 days of sick leave per request. Donations will be taken in the order received until the maximum number of days required is met. The Director of Internal Operations and Human Resources may approve and request additional donation days for the same individual if the original allotment runs out and the Director of Internal Operations and Human Resources deems it appropriate to offer additional extended leave. Donated sick leave days which are not used by the affected employee will be cancelled and not returned to donating employees.

**Wellness Days:** Employees who have reached their maximum accumulation of sick leave, shall be able to convert sick leave to wellness days, up to a maximum of two (2) days or sixteen (16) hours per year. These days will not carryover from year to year and must be used by the end of the fiscal year. This provision will be administered as provided by the Board policy regarding wellness days.

## ARTICLE 12 FAMILY DEATH

Employees shall be granted up to six (6) working days leave of absence with pay for attendance at the funeral and other related functions in the event of death of an employee's spouse or child. Employees shall be granted up to five (5) days leave of absence with pay for attendance at the funeral and other related functions in the event of death of an employee's parent, step-parent, step-child, parent-in-law, brother, sister or grandchild. In the event of death of a grandparent, brother-in-law, or sister-in-law, an employee may be allowed time off with pay, not to exceed three (3) days. Employees may be granted four (4) hours with pay when attending funeral services for fellow county workers as well as for fellow retired county workers. Payment for this time shall be made only if the funeral has actually been attended.

ARTICLE 13  
MILITARY LEAVE

Employees shall be granted Military Leave for a period up to thirty (30) days with pay as set forth by Section 29.A28 of the Code of Iowa. The Employer recognizes an employee's re-employment rights in accordance with the Uniformed Services Employment and Re-employment Rights Act (USERRA).

ARTICLE 14  
JURY DUTY LEAVE

An employee required to serve as a juror shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees to the Employer, except for mileage and meal expense, when the employees scheduled working hours and jury duty conflict. Every effort will be made to excuse the employee from work duty if his/her scheduled working hours and jury duty conflict. When released from jury duty during working hours, the employee will report to work within two (2) hours

ARTICLE 15  
UNPAID LEAVE OF ABSENCE

An unpaid leave of absence may be granted at the discretion of the Sheriff for a period not to exceed one (1) year duration for illness or other legitimate reasons. While on unpaid leave, an employee:

- a. Receives no compensation or benefits;
- b. Does not earn any leaves or other benefits;
- c. Does not contribute to retirement programs;
- d. Must reimburse the Employer for all group hospital and medical insurance premiums if coverage is desired;
- e. Does not accrue seniority after thirty (30) days;
- f. Employees on unpaid leave shall participate in any shift bids that take place while on leave, in writing (i.e. email)

ARTICLE 16  
ASSOCIATION DUES

The Employer will pay the dues for each eligible employee to the Iowa Sheriff's and Deputies Association and the National Sheriff's Association.

ARTICLE 17  
TRAINING

All training hours, whether participating as teacher or student, shall be considered the day's duty assignment.

Travel time and meals incurred while attending training sessions in Story County will not be reimbursed. Travel time will be compensated as provided by the Fair Labor Standards Act, and expenses incurred while attending training sessions outside Story County will be reimbursed in either of the following:

- a. The employee(s) will be compensated meals for each day of training only if said employee(s) drives to and from Story County to the training location each day. Employees who are required to drive their own vehicle shall be reimbursed mileage. Employees must receive authorization from the Sheriff in advance to travel if mileage is to be reimbursed.
- b. Schools, training, seminars, etc. which involve multiple days outside of Story County, the employee(s) will have provided to him/her a vehicle for transportation, or allowed mileage reimbursement, or air travel and overnight lodging, and three (3) meals per day. Tuition, materials and expenses arising from said training out of necessity will be provided by the Employer.
- c. Drive time which exceeds an employee's normally scheduled workday can be traded out, hour for hour, within the same pay period, for non-exempt employees.

Any employee may request additional training. If granted by the Sheriff the employee(s) will be compensated as outlined in this Agreement. If the Sheriff does not grant the training request and the enrollment into the training must be accompanied by permission by the Sheriff or on department letterhead, such authorization may be given with no costs associated with said training falling back on to the Employer.

Any permanent employee shall be eligible for education incentive pay. Such pay shall consist of \$5.00 per month per each approved three-unit course, or equivalent, successfully completed on the employee's own time, up to a maximum of 30 units. An approved course is one that is directly related to the employee's job and is endorsed in advance by the Sheriff. To be eligible for education incentive pay, the employee must have been employed by Story County for a minimum of six (6) months.

Story County will provide up to \$1500 to each eligible employee for the cost of tuition and books upon successful completion of a job-related course to each eligible employee per fiscal year. Reimbursement for tuition and books will occur in the same fiscal year in which the fees are incurred or the class is completed unless documentation is not available by the last claim period of the fiscal year. If documentation is not available until later, the reimbursement will be made the following month after documentation is provided.

ARTICLE 18  
EARLY RETIREMENT

Effective July 1, 1995, Story County will provide payment of a single health insurance plan for County employees who wish to retire early and retain their group health insurance coverage. Employees who carry family coverage may continue family coverage by paying the difference between single and family insurance premium rates. Premiums will be paid according to the following formula:

<u>YEARS OF HEALTH COVERAGE</u>	<u>SINGLE PREMIUMS PAID</u>
Ten	12 months
Fifteen	18 months
Twenty	24 months
Twenty-five	30 months
Thirty	36 months

The family coverage option is available for the same amount of time as County single paid premium. County paid health insurance payments will cease when an employee becomes eligible for medicare.

ARTICLE 19  
INSURANCE

The Employer agrees to pay the following amounts towards the premiums for group health insurance for each eligible regular full-time or regular three-quarter time employee:

- Blue Choice \$500 deductible plan – 90% Single or 80% Family
- Blue Choice \$1,000 deductible plan – 99% Single or 90% Family
- Alliance Select \$500 deductible plan – 85% Single or 80% Family
- Alliance Select \$1,000 deductible plan – 95% Single or 90% Family

Plan #	1	2
Deductible		
Single (In-Network)	\$500	\$1000
Family (In-Network)	\$1000	\$2000
Office Visit Co-Pay (In-Network)	\$15	\$15
Plan Copayment		
In-Network	80%	80%
Out-of-Network	50%	50%
Maximum Out of Pocket		
Single In-Network	\$1000	\$2000
Single Out-of-Network	\$2000	\$4000
Family In-Network	\$2000	\$4000

Family Out-of-Network	\$4000	\$8000
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RX Drug Coverage		
Copayment (In-Network)	\$10 Generic	\$10 Generic
	\$20 Name Brand	\$20 Name Brand
	\$45 Non-Formulary	\$45 Non-Formulary

The Employer agrees to pay 100% of the cost of the premiums for each eligible regular full-time or regular three-quarter time employee for the following: life insurance in the amount of \$25,000, short-term disability insurance, and long-term disability insurance.

The Employer agrees to provide a flexible benefit contribution to each eligible regular full-time or regular three-quarter time employee in the amount of \$145.30 per month. Each employee may elect to:

- (1) apply this contribution toward the cost of (a) single, (b) dependent (employee and spouse), (c) child (employee and child or children), or (d) family vision insurance;
- (2) apply this contribution toward the cost of single or family dental insurance;
- (3) receive the contribution in cash, or
- (4) any combination of (1) through (3), provided the combination does not exceed the contribution of \$145.30 per month.

Prior to any change in the benefit package or any change in carriers, the Employer agrees to meet and confer with the Union. However, the final decision as to the carrier shall be made by the Employer, provided that the benefits remain substantially the same.

The benefit package referred to in this contract shall be subject to all terms and conditions of the contract with the benefit providers selected by the Employer.

## ARTICLE 20 COMPENSATION

The regular rates of pay for each classification of employees is set out in Appendix A, which is attached hereto and by this reference made a part hereof.

Any employee whose pay is in dispute, or his/her representative, shall have the right to examine the time sheets and other records pertaining to the compensation of pay of that employee at reasonable times.

Employees shall be paid every other Friday unless that Friday is a holiday, in which case the payday is the last Administration business day before.

Wage rates will be increased by three percent (3.0%) in the first year of the Agreement.

ARTICLE 21  
LONGEVITY PAY

Longevity is based on an employee's anniversary date and is based on the continuous service:

5 years	\$.18	18 years	\$.46
6 years	\$.19	19 years	\$.47
7 years	\$.35	20 years	\$.48
8 years	\$.36	21 years	\$.49
9 years	\$.37	22 years	\$.50
10 years	\$.38	23 years	\$.51
11 years	\$.39	24 years	\$.52
12 years	\$.40	25 years	\$.53
13 years	\$.41	26 years	\$.54
14 years	\$.42	27 years	\$.55
15 years	\$.43	28 years	\$.56
16 years	\$.44	29 years	\$.57
17 years	\$.45	30 years	\$.58

ARTICLE 22  
SHIFT DIFFERENTIAL

In addition to the established wage rates, non-exempt bargaining unit employees shall be entitled to shift differential for all paid hours in accordance with the following schedule:

<u>SHIFT</u>	<u>SHIFT DIFFERENTIAL</u>
1500 -2300	\$0.40
2300 – 0700	\$0.40
1900 – 0700	\$0.40

The shift differential the employee will receive will be determined hour-by-hour based on the shift each hour is worked. If the employee's shift consists of hours from various shifts, the employee will receive shift differential according to the hours worked in each shift.

ARTICLE 23  
GENERAL CONDITIONS

This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials, and employees.

The term Sheriff as used throughout this contract means the Story County Sheriff and/or his/her designee.

In the event any provision of this Agreement is held invalid by any court of competent jurisdiction, the said provision shall be considered separable its invalidity shall not in any way affect the remaining provisions of this Agreement.

The Union and the Employer acknowledge that during negotiations and proposals which resulted in this Agreement, each party had the opportunity to make demands with respect to all areas of collective bargaining, and that the whole understanding arrived at after the negotiations is set forth in this Agreement.

The Employer shall provide a bulletin board for the use of the employees.

ARTICLE 24  
EFFECTIVE PERIOD

This Agreement shall be effective July 1, 2021 and shall continue through June 30, 2022.

This Agreement shall continue in effect from year to year thereafter unless one of the parties seeks modification thereof. The party seeking modification shall cause a written notice to be served on the other party by October 15 of the year prior to the time when modification is desired.

If the Affordable Care Act or its regulations are amended or if the application of the Affordable Care Act to the County's flex plan requires the County to pay any amount of money or make any contribution other than the payments specified in Article 19, then the parties agree that the contract will be reopened for negotiation regarding Article 19.

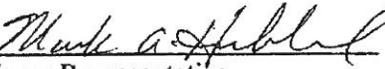
In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

STORY COUNTY  
EMPLOYEES,

PUBLIC PROFESSIONAL & MAINTENANCE

LOCAL 2003, IUPAT

By: \_\_\_\_\_  
Chairperson, Board of Supervisors

By:   
Business Representative

**APPENDIX A**

Wage increases take effect the first full pay period following an employee's anniversary date.

Salary Schedule Effective July 1, 2021

	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Division Commanders</b>							
Bi-Weekly	3607.05	3679.19	3752.77	3827.83	3904.39	3982.47	4062.12
Annual	93783.30	95658.94	97572.02	99523.58	101514.14	103544.22	105615.12
<b>Assistant Jail Administrator</b>							
Bi-Weekly	2994.94	3054.84	3115.94	3178.25	3241.81	3306.65	3372.79
Annual	77868.44	79425.84	81014.44	82634.50	84287.06	85972.90	87692.54
<b>Sergeant</b>							
Bi-Weekly	2984.01	3045.66	3106.57	3168.70	3232.08	3296.72	3362.65
Annual	77584.26	79187.16	80770.82	82386.20	84034.08	85714.72	87428.90
<b>Communication Operations Manager</b>							
Bi-Weekly	2820.05	2876.45	2933.98	2992.65	3052.51	3113.56	3175.82
Annual	73321.30	74787.70	76283.48	77808.90	79365.26	80952.56	82571.32
<b>Detention Office Supervisor</b>							
Bi-Weekly	2667.03	2720.37	2774.79	2830.28	2886.88	2944.63	3003.52
Annual	69342.78	70729.62	72144.54	73587.28	75058.88	76560.38	78091.52
<b>Food Service Supervisor</b>							
Bi-Weekly	1814.45	1850.73	1887.75	1925.51	1964.02	2003.31	2043.38
Annual	47175.70	48118.98	49081.50	50063.26	51064.52	52086.06	53127.88



**APPROVED**

**DENIED**

Board Member Initials: AKH

Meeting Date: 6-15-21

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

## **Labor Agreement**

**Between**

**Story County  
Secondary Road Department**

**And**

**Public Professional and  
Maintenance Employees Local 2003**

**July 1, 2021 – June 30, 2024**

## AGREEMENT

THIS AGREEMENT entered into this 1ST day of JULY, 2021, by and between STORY COUNTY, hereafter referred to as the Employer, and PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES LOCAL 2003, hereafter called the Union. Throughout this Agreement, wherever the Act appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

### ARTICLE 1 RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages and other terms and conditions of employment permitted by the Act for all employees of the Secondary Roads Department, including Lead Mechanic, Equipment Operator I, II, III, Mechanic, Support Service Assistant, Road Crew Leader, Sign Crew Leader, and Inventory Coordinator as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 5496, dated July 30, 1996, which excludes the County Engineer, Assistant County Engineer, Road Maintenance Superintendent, Lead Engineering Technician, Engineering Technician, Executive Assistant, Office Assistant, Civil Engineering Coop Student, temporary employees and all others excluded by the Act.

### ARTICLE 2 COMPENSATION

The regular rates of pay for each classification of employees is set out in Appendix A.

Employees shall be paid every other Friday unless that Friday is a holiday, in which case the payday is the last administration business day before. The payroll cut-off day shall be the Saturday immediately preceding the payday.

### ARTICLE 3 EFFECTIVE PERIOD

This agreement shall be effective July 1, 2021 and shall continue through June 30, 2024.

This agreement shall continue in effect from year to year thereafter unless one of the parties seeks modification thereof. The party seeking modification shall cause a written notice to be served on the other party by October 15 of the year prior to the time when modification is desired.

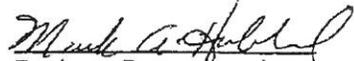
In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this \_\_\_\_ day of \_\_\_\_\_, 2021.

STORY COUNTY

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Chair, Board of Supervisors

PUBLIC, PROFESSIONAL &  
MAINTENANCE EMPLOYEES  
LOCAL 2003, IUPAT

  
Business Representative

**APPENDIX A**

**PAY GRADES**

GRADE 10	Lead Mechanic Inventory Coordinator Road Crew Leader Sign Crew Leader
GRADE 9	Equipment Operator III Mechanic
GRADE 8	Equipment Operator II
GRADE 7	Equipment Operator I Employees will move from Grade 7(Start) to Grade 8 (Step 1), (After 1 year step) on anniversary date.

Salary Schedule - Effective July 1, 2021 (3% ATB)

	Start	After 1st	After 2nd	After 3rd	After 4th	After 5th	After 6th	After 7th	After 8th	After 9th	After 10th
GRADE 7											
Hourly	20.23										
GRADE 8											
Hourly	21.45	22.40	23.39	24.41	25.49	26.62	27.78	28.34	28.90	29.48	30.07
GRADE 9											
Hourly	22.88	23.88	24.93	26.03	27.17	28.37	29.61	30.21	30.82	31.44	32.06
GRADE 10											
Hourly	24.30	25.37	26.48	27.66	28.87	30.14	31.47	32.09	32.73	33.39	34.06

Salary Schedule - Effective July 1, 2022 (2.5% ATB)

	Start	After 1st	After 2nd	After 3rd	After 4th	After 5th	After 6th	After 7th	After 8th	After 9th	After 10th
GRADE 7											
Hourly	20.74										
GRADE 8											
Hourly	21.99	22.96	23.97	25.02	26.13	27.29	28.47	29.05	29.62	30.22	30.82
GRADE 9											
Hourly	23.45	24.48	25.55	26.68	27.85	29.08	30.35	30.97	31.59	32.23	32.86
GRADE 10											
Hourly	24.91	26.00	27.14	28.35	29.59	30.89	32.26	32.89	33.55	34.22	34.91

Salary Schedule - Effective July 1, 2023 (2% ATB)

	Start	After 1st	After 2nd	After 3rd	After 4th	After 5th	After 6th	After 7th	After 8th	After 9th	After 10th
GRADE 7											
Hourly	21.15										
GRADE 8											
Hourly	22.43	23.42	24.45	25.52	26.65	27.84	29.04	29.63	30.21	30.82	31.44
GRADE 9											
Hourly	23.92	24.97	26.06	27.21	28.41	29.66	30.96	31.59	32.22	32.87	33.52
GRADE 10											
Hourly	25.41	26.52	27.68	28.92	30.18	31.51	32.91	33.55	34.22	34.90	35.61

**APPROVED**

**DENIED**

Board Member Initials: AKH

Meeting Date: 2-15-21

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

\_\_\_\_\_

\_\_\_\_\_

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**STORY COUNTY, IOWA**

**BOARD OF SUPERVISORS**

**and**

**PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES  
LOCAL 2003  
(SHERIFF'S DEPUTIES)**

**JULY 1, 2021 - JUNE 30, 2024**

031430 03  
**AGREEMENT**

THIS, AGREEMENT entered into this 1 day of July 2021 by and between STORY COUNTY, hereafter referred to as the "Employer", and PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES LOCAL 2003, hereafter called the "Union". Throughout this Agreement, wherever the "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

**ARTICLE I  
RECOGNITION**

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours, and other terms and conditions of employment permitted by the Act for all employees of the Story County Sheriff's Office, including all full-time and part-time employees of the Sheriff's Office, including: Deputies, Detectives, Detention Officers, Telecommunicators, Financial Data Manager/Office Services Technicians, and Cooks as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 3618, dated April 26, 1988, Case No.4331, dated December 13, 1990, Case No. 6108, dated November 8, 1999, Case No. 8233, dated May 4, 2010 and Case No 102133 dated December 13, 2017, which excludes the Sheriff, Chief Deputy, Lieutenants, Sergeants, Communications Commander, Jail Administrator, Assistant Jail Administrator, Communications Operations Manager, Detention Supervisors, Office Manager/ Budget Supervisor, and all other employees excluded by Iowa Code 20.4

**ARTICLE 2  
NON-DISCRIMINATION IN EMPLOYMENT**

The Employer and Union agree to comply with any non-discrimination in employment laws that are applicable.

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation or non-participation in Union affairs and/or activities.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

**ARTICLE 3  
NO STRIKE - NO LOCKOUT**

The Employer agrees that during the term of this Agreement it will not engage in any lockout of employees. The Union agrees that during the term of this Agreement, there shall not be any work stoppage, strike, slowdown, picketing, boycott, or any other action on the part of the Union or the employees represented by it which will interrupt or interfere with the operation of the County.

**ARTICLE 4  
SEPARABILITY AND SAVINGS**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, those provisions shall be deleted. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE 5  
GRIEVANCE PROCEDURES AND ARBITRATION**

The parties agree that an orderly and expeditious resolution of grievances is desirable. For purposes of this Article, the words employee(s) or grievant(s) shall also mean and include the Employee Organization/Union. All matters of dispute that may arise between the Employer and an employee or employees regarding a violation of an expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

A. Informal: An employee shall discuss a complaint or problem orally with his/her immediate supervisor within seven (7) calendar days following its occurrence in an effort to resolve the problem in an informal manner.

B. Grievance Steps:

Step 1. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union shall present a grievance in writing to the employee's immediate supervisor within seven (7) calendar days following the oral discussion. The grievance shall state the nature of the grievance, the specific clause or clauses violated, and shall state all facts as they know them to be. Within seven (7) calendar days after this Step 1 meeting, the supervisor will answer the grievance in writing.

Step 2. If the aggrieved employee is not satisfied with the supervisor's answer at Step 1, the aggrieved employee and/or the Union shall present the grievance in writing to the Sheriff within seven (7) calendar days of the supervisor's answer. The grievance shall state the nature of the grievance, the specific clause or clauses violated, and shall state all facts and witnesses as they know them to be. Within seven (7) calendar days after this Step 2 meeting, the Sheriff will answer the grievance in writing and state all facts and witnesses as he/she knows them to be.

Step 3. If the aggrieved employee is not satisfied with the supervisor's answer at Step 2, the aggrieved employee and/or union and the County shall request the grievance be submitted to an outside independent mediator. Mediation shall be scheduled at a mutually agreeable time between the parties and the mediator. Mediation shall be a pre-requisite to referring the grievance to Step 4.

Step 4. Any grievance not settled in Step 2 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within seven (7) calendar days after the date of the Sheriff's answer given in Step 2.

An aggrieved employee may elect to have a Union representative present at the grievance meeting(s).

All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive beyond the date on which the occurrence giving rise to the grievance was known. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 is not timely answered by the Employer, it shall automatically be referred to Step 2.

After either party has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) calendar days after receipt by either party of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Public Employment Relations Board, to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list, with the parties flipping a coin to see who strikes first.

After each party has eliminated the name of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case. The date for the arbitration hearing will be determined by the parties and the arbitrator within sixty (60) days following the date of the selection of the arbitrator.

The fees and expenses of the arbitrator will be shared by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change or amend the terms, conditions, or applications of the collective bargaining Agreement. The arbitrator shall not have power to accept or decide any grievance which involves a matter with the jurisdiction of the Civil Service Commission (Chapter 341A, Code of Iowa). The arbitrator's decision shall be binding on both parties.

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon written mutual agreement of the Union and Employer.

In the event that any employee takes action on any complaint in any other forum, then all rights to this contractual grievance procedure shall be waived and no grievance shall be allowed regarding this issue. The arbitrator may not hear more than one grievance unless the presentation of more than one grievance is mutually agreed to by the Employer and the Union.

Individuals involved with a grievance procedure may discuss the issue during the working day with involved individuals, but without payment if discussions extend beyond the employee's normal working hours. The aggrieved employee and all County-employed witnesses shall be granted time off with pay to attend a grievance meeting or hearing.

## **ARTICLE 6 SENIORITY**

Seniority means an employee's length of full-time continuous service with the Employer since their last date of hire. Seniority shall be administered on a job classification basis. Part-time employees shall accrue seniority on a pro rata basis.

If more than one employee has the same date of hire with the County, the employees' Social Security number will determine the most senior employee. Using the last two (2) numbers, the employee with the lowest number will be the most senior employee.

### Probationary Period – Employees other than Deputy Sheriffs

A probationary employee is an employee who has not yet completed twelve (12) consecutive months of service with the employer. If the employer and employee agree, the probationary period can be extended for any period up to a maximum of six (6) months. A probationary employee may be disciplined or discharged by the Sheriff without cause and without recourse to the grievance procedure.

### Probationary Period - Deputy Sheriffs

If a Deputy Sheriff has successfully completed training at the Iowa law enforcement academy or a regional training facility certified by the director of the Iowa law enforcement academy prior to initial appointment as a deputy sheriff, the probationary period shall be for a period of up to nine months and shall commence with the date of initial appointment as a deputy sheriff. If the Deputy Sheriff has not successfully completed training at the Iowa law enforcement academy or a regional training facility certified by the director of the Iowa law enforcement academy prior to initial appointment as a deputy sheriff, the probationary period shall commence with the date of initial employment as a deputy sheriff and shall continue for a period of up to nine months following the date of successful completion of training at the Iowa law enforcement academy or a regional training facility certified by the director of the Iowa law enforcement academy.

The discipline and removal of Deputy Sheriffs will be governed by the provisions of Iowa Code Chapter 341A.

An employee shall lose their seniority and employment relationship shall be broken and terminated as follows:

- a. Employee quits
- b. Employee is discharged
- c. Engaging in other paid work while on sick leave, or giving false reason for obtaining a leave of absence.

- d. Two (2) days per year of absence without notice to the Employer.
- e. Failure to report for work at the end of leave of absence.
- f. Failure to report to work fourteen (14) days after being notified to return to work following layoff, when notice of recall is sent to the employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer informed of their current address and phone number.
- g. Seniority rights will be forfeited after the continuous period of layoff exceeds one (1) year.
- h. Employee retires.
- i. An employee is absent from work for any reason for over one (1) year or for a period of time equal to his/her seniority, whichever is shorter. This may be extended at the discretion of the Sheriff.

If an employee is transferred out of the bargaining unit, his/her seniority continues to accumulate.

After the first consecutive thirty (30) days of unpaid leave of absence, seniority shall not accumulate.

The Union shall be furnished with a seniority list of all employees covered by this Agreement.

Staff Reduction. When the working force is to be reduced, the Employer will select which job classification is to be reduced. The employee with the least qualifications and ability will be removed first, when qualifications and ability are relatively equal, in the judgment of the Employer, the employee with the least seniority in the job classification will be removed. On recall from layoff, employees will be returned to work in the reverse order of layoff, if qualified to perform the work available. Probationary employees have no recall rights.

Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. The employee must report to work in fourteen (14) days after receipt of notice, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall be terminated and lose all seniority rights under this Agreement. Employees will have one opportunity to accept or reject an offer of recall. Employees who reject an offer of recall will forfeit their recall rights.

Employees shall have recall rights for a period of twelve (12) months following the date of their layoff.

If the Employer creates a new position, the Employer and the Union shall bargain through impasse collectively with respect to wages, hours, and other terms and conditions of employment as defined by Section 20.9 of the Public Employment Relations Act.

Deputies regardless of work assignments are the same job classification of Deputy.

## **ARTICLE 7 HOURS OF WORK**

The purpose of this article is not to be construed as a guarantee of hours of work or pay per day or hours of work or pay per week. Determination of daily and weekly hours of work shall be at the sole discretion of the employer. The normal workweek shall be from Sunday beginning at 12:00 a.m. through 12:00 midnight of the following Saturday.

Unless otherwise addressed in this Article, the normal workday and work scheduled for Deputies, Detention Officers, and Telecommunicators shall consist of the following schedule for a 27 day cycle: Schedule for six (6) months when training is held: 6 days on followed by 3 days off; 6 days on followed by 2 days off; 7 days on followed by 3 days off. Schedule for remaining six months when training is not held: 6 days on followed by 3 days off; 6 days on followed by 3 days off; 6 days on followed by 3 days off. Each workday for Detention officers and Telecommunicators shall consist of three (3) shifts, and each workday for Deputies shall consist of eleven (11) shifts, each shift of eight (8) hours. Detention Officers and Telecommunicators are not allowed breaks and are expected to be on duty at all times.

The normal work week for a Deputy assigned to Civil Process shall consist of the following: Monday through Friday. The hours of work shall be selected by the employer from the shifts outlined for "Deputy" in this Article.

The normal work week for a Deputy assigned to the Jail as a Transport Officer shall consist of the following: Monday through Friday. The hours of work shall be selected by the employer from the shifts outlined for "Deputy" in this Article.

The parties understand and agree the above schedule for Deputies, Detention Officers and Telecommunicators does not equal 2080 hour per year. The difference in time between the above schedule and 2080 hours is utilized in the holiday compensation, as outlined in Article 10 of this agreement.

The normal workday and work schedule for a FDMOST shall consist of the following:

- **FIRST SHIFT:** 7 a.m. - 3 p.m. Monday through Friday; 8 a.m. - 4 p.m. Monday through Friday; 9 a.m. - 5 p.m. Monday through Friday; 7 a.m. - 5 p.m. for four days.
- **SECOND SHIFT:** 3 p.m. - 11 p.m. Monday through Friday for three weeks; 1 p.m. - 11 p.m. every fourth week (four days). The normal work week shall consist of 40 hours per week. The employer reserves the right to schedule working hours.

The normal workday and work schedule for a cook shall consist of the following: 8:00 a.m. - 6:00 p.m. and will not exceed forty (40) hours in a workweek. The current practice of breaks and meal periods will continue.

FDMOST – Each workday shall consist of eight (8) hours with a one-half (1/2) hour paid lunch period. Except for the Mon-Fri 7 am – 5 pm for 4 days, this work week will consist of each workday consisting of 10 hours with a one-half (1/2) hour paid lunch period.

The normal workday and work schedule for a Detective shall consist of the following: 8:00 a.m. - 4:00 p.m. Monday through Friday. Each workday shall consist of eight (8) hours with a one-half (1/2) hour paid lunch period.

The yearly work schedule shall be posted by December 1<sup>st</sup> and effective January 1<sup>st</sup> and posted by June 1<sup>st</sup> effective July 1<sup>st</sup> of each year, for all bargaining unit employees. It is understood and agreed that the Employer may revise work schedules in order to adequately staff each shift. The Employer shall give the Union thirty (30) days' notice of any major change in the work schedule, except in the event of an emergency. Shifts shall be bid twice each year, no later than

November to begin in January and no later than May to begin in July. Bid sheets shall be posted for no less than twenty-one (21) days. The employee within the division with the greatest length of service shall have the first choice of shift

If you voluntarily bid a different shift, any pre-approved vacation may be subject to change.

Bidding shall be done by all bargaining unit members on the basis of seniority for the following shifts:

<u>Telecommunicator</u>	<u>Detention Officer</u>	<u>Deputy</u>
0700 – 1500	0700 – 1500	0700 – 1500
1500 – 2300	1500 – 2300	0800 – 1600
2300 – 0700	2300 – 0700	0900 – 1700
		1000 – 1800
		1400 – 2200
		1500 – 2300
		1700 – 0100
		1900 – 0300
		2100 – 0500
		2200 – 0600
		2300 – 0700

Call Back Time. An employee who is called back to work by the Employer shall be paid a minimum of two (2) hours pay at the overtime rate unless such call back is tied to the beginning or end of his/her shift. Employees on special days off (i.e. vacation, holiday, comp time, etc.) shall be called back only after all others on normal routine time off have been called.

Court Time. An employee required to appear for court during off duty hours shall be paid a minimum of two (2) hours pay at the overtime rate, unless the court appearance and the beginning or end of an employee's scheduled workday shifts overlap. In that event, the employee is paid for actual time spent.

On-Call Pay. All bargaining unit employees who are required to be in on-call status shall be compensated at their computed hourly rate of ten (10) hours per week for each week spent in on-call status. At present, the only employees required to be on-call are detectives.

If gender balance in the jail division, required by Iowa Code 356, is not achieved after the bidding process, the employer will request volunteers to move to another shift. If there are insufficient volunteers to achieve gender balance, assignment will be made by the employer based on seniority.

### 12 Hour Shifts

The parties mutually agree to establish a Labor-Management Committee to assess the possibility of moving to a 12 hours shift schedule as follows:

The Labor Management Committee (LMC) shall consist of the Sheriff and his designee(s) and one bargaining unit member of each of the 24 hour divisions within the department. The Sheriff shall request to assemble the LMC at such time as he feels it is absolutely necessary to implement 12 hours shifts in any of the 24 hour divisions. The LMS, shall as a whole, assess the situation, and choose to either enact or not to enact a 12 hours shift schedule. Should the LMC choose to enact a 12 hour shift schedule, the LMC, shall as a whole, also choose a length of time for which 12 hour shifts should be in place.

Should the Sheriff feel it absolutely necessary to extend the period of time the LMC had established for 12 hour shifts to be in place, the Sheriff may request to assemble the LMC before the time expires and the LMC, shall as a whole, assess the situation and choose whether to extend the time period.

In the event of an emergency, such as a natural disaster, the Sheriff shall have the authority to go to 12 hour shifts, if it is felt to be absolutely necessary, without assembling the LMC. The implementation of 12 hours shifts shall be temporary and only meant to get the department through the emergency. Should the Sheriff want to extend the 12 hour shifts, then the LMC shall be assembled.

## **ARTICLE 8 OVERTIME**

FDMOST and Cooks classifications will be paid, either in cash or compensatory time, at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for all hours worked in excess

of the employee's normal workday or work schedule. The choice between cash and compensatory time will be made by employees during open enrollment.

Deputies, Detention Officers and Telecommunicators shall be paid, either in cash or compensatory time, at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for all hours worked in excess of the normal workday or work schedule. An employee may request time off within the pay period equal to any hours in excess of the normal workday or normal work schedule. If the request is granted, these hours will be taken hour for hour. Compensatory time off must be approved by the Sheriff and will normally require a one (1) day notice.

Before any overtime is or can be worked, the employee(s) involved must receive prior permission from the Sheriff.

An employee may accumulate a maximum of forty-eight (48) hours of compensatory time. An employee shall be able to carry over forty-eight (48) hours of compensatory time from fiscal year to fiscal year. Once an employee reaches the maximum accumulation, overtime will be paid at the rate of one and one-half (1 1/2) of the employee's regular hourly rate.

The employer will attempt to distribute contract overtime work (i.e., ISU events, GTSB projects, high school functions, Martin Marietta, etc.) among sworn, regular full time bargaining unit employees prior to the contract overtime work being offered to other persons, notwithstanding those contract events which require supervisory personnel (i.e., VEISHEA).

Such contract overtime work shall be rotated as equitably as possible.

Sworn personnel working contract overtime events shall be paid at regular overtime rate.

Any accrued compensatory time will be paid out at the employee's current rate of pay to the employee prior to any promotion out of the bargaining unit and also if the employee changes his/her election from compensatory time to cash payment.

The parties agreed method by which overtime is distributed to Telecommunicators is as follows: Coverage of staff shortage with overtime is an administrative responsibility. It is dependent upon several factors including staff availability, notice of staff shortage and hours to be covered. It's the responsibility of the shift supervisors to find coverage for their shift(s). It is not the responsibility of the personnel to work all staff shortages.

Shift Supervisors cover staff shortages on a case by case basis.

- If a staff shortage exists, the shift will be covered by personnel who are, or will be, coming on duty.
- If scheduling conflicts occur with on-duty personnel, off duty personnel will be asked to cover the staff shortage.
- In the event no one is willing to work the shift, mandatory overtime may be required and is based upon least seniority, on a rotating basis, in the communication division.

- When possible, staff shortages known in advance, will be posted for review by communications personnel and filled on a voluntary basis.

The Parties agree that bumping and overtime will be handled, in the Jail Division, in the following manner.

1) Definitions

- a) Bumping: For the purposes of this agreement, “Bumping” is defined as the temporary assignment of an officer to a shift other than their normally scheduled shift to cover for a staff shortage.

2) Procedure for Bumping

- a) Bumping may be used to cover non-supervisory staff shortages caused by Staff Vacations, Sick Time, FMLA, Military Leave, Staff Training, Schools, Special Assignments, and other situations resulting in insufficient shift staffing.
- b) Situations requiring Bumping will be identified on or before the 20<sup>th</sup> of the preceding month.
- c) Situations requiring bumping will be assigned in reverse order of seniority, on a rotating basis. The least senior officer available to bump will be bumped first, followed by the second least senior officer. An officer, having been bumped once, will not be bumped again unless all available officers to bump have been bumped once. Said another way, the least senior available officer, with the least amount of bumps, will be bumped.
- d) At the beginning of each calendar month, the process will begin again with the least senior available officer. The previous month’s history will not be considered when determining the next month’s bumps.
- e) Longer term staff shortages covering multiple consecutive days may be assigned to a single officer.

3) Procedure for Overtime

- a) Overtime may be required to cover both scheduled and last minute staff shortages.
- b) Overtime for certain situations may require officers with certain characteristics, abilities or certifications (i.e. sworn officer, armed officer, female officer, supervisory officer, etc.)
  - i) Vacancies for these situations will be filled using current and available on duty personnel before mandating off duty personnel
- c) Overtime will be offered to all on duty staff on a voluntary basis, prior to being assigned as mandatory to an officer.
- d) Mandatory overtime will be assigned in reverse order of seniority on a rotating basis.
- e) Mandatory overtime will normally be assigned to officers at the beginning or end of their shifts, and will not be assigned to people on days off unless absolutely necessary.

- f) At the beginning of each calendar month, the process of tracking mandatory overtime will be reset to the least senior officer and the previous month's mandatory overtime assignments will not be considered when assigning the next month's mandatory overtime.
- g) Overtime identified in advance (generally, one day or more notice) will be posted for signup in master control.
- h) If no one volunteers for posted overtime, it will be assigned as outlined in sections 3d, 3e and 3f.
- i) Overtime that becomes necessary with short notice (generally less than one day's notice i.e. coverage for officers calling in sick) will be handled in the following manner:
  - i) Overtime will be offered to all on-duty staff on a voluntary basis.
  - ii) If no one volunteers, the person in line for mandatory overtime will be notified that they will be required to work the overtime.
  - iii) An officer, having notified of his/her status as the next officer to be assigned mandatory overtime, will not be considered "on-call".
- j) In the event of an emergency situation requiring immediate personnel, supplemental staff may be called in based on their proximity to the jail and their ability to respond in a timely manner.
- k) Any Overtime volunteered for during the previous month will be calculated and used towards the current month's forced overtime needs.
- l) Officers that volunteered for overtime during the previous month will earn a credit for each day volunteered
- m) When forced overtime is needed the person with the least amount of seniority and credits will be required to stay or come in early.
- n) This list will be maintained by Admin and kept on the Supervisors Bulletin board located in Booking so everyone can keep informed of their status.

## **ARTICLE 9 HOLIDAYS**

Full-time employees, and part-time employees on a pro rata basis, are eligible for the following paid holidays: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and two (2) days at Christmas. Holidays will be observed according to the schedule outlined beginning at the start of the employees shift and ending with that shift. Any additional holidays recognized by the Board will be added to the Agreement.

Full-time and part-time non-shift employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. An employee required to work on any recognized paid holiday shall be paid time and one-half (1 1/2) for all hours worked except hours worked which exceed an employee's normal scheduled hours will be paid at double time. Holiday pay will be at the employee's normal pay for the day or week for which he/she would have been scheduled to work.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday or unless on an excused absence.

An employee on layoff or unpaid leave of absence is not eligible for holiday pay.

For employees on a Monday - Friday work schedule, e.g., FDMOST, Detectives, Civil Process Deputies and Transport Deputies, when a designated holiday falls on a Saturday, the preceding Friday shall be observed as the legal holiday, and when the holiday falls on a Sunday, the following Monday shall be observed as the legal holiday.

Full-time 6-3 shift employees, and part-time shift employees on a pro rata basis, will be granted eighty hours (80) personal time in lieu of holidays (July 1) per fiscal year. Any unused personal days shall be paid to the employee at the employee's regular hourly rate at the end of the first full pay period at the end of the fiscal year (June 30).

If an employee uses more personal days than actual holidays that have transpired in the year and employment is severed, the County will be reimbursed for the personal days by deducting the hours from the employee's vacation payout or by the employee reimbursing the County for the personal day.

Cooks will be considered shift employees for purposes of this article.

Probationary employees will be granted personal days based on the number of holidays remaining in the fiscal year. Personal days accrued and not used at the time of separation from county employment will be reimbursed on a pro-rata basis.

## **ARTICLE 10 VACATIONS**

Full-time employees and part-time employees, on a pro rata basis, shall be entitled to paid vacations as follows:

After one (1) year of continuous full-time service, eighty (80) hours.

After five (5) years of continuous full-time service, one hundred twenty (120) hours.

After ten (10) years of continuous full-time service, one hundred sixty (160) hours.

Up to forty-eight (48) hour of vacation time can be carried over from one year to the next. After fifteen (15) years of continuous full-time service, an employee may carry over sixty (60) hours of vacation time. After twenty (20) years of continuous full-time service, an employee may carry over eighty (80) hours of vacation time.

Vacation requests of three (3) or more days must be submitted by the 20<sup>th</sup> of the preceding month, however, requests may be made at any time in advance of the 20<sup>th</sup> of the month. The scheduling

of vacation leave must have prior approval of the Sheriff and will be granted at his discretion. The Sheriff may require the rescheduling of vacation leave only when, in his judgment, it is absolutely necessary. Vacation time will normally be taken in weekly increments. Vacations of a shorter duration must be approved by the Sheriff and will normally require a three (3) day notice. Notification of approval or denial will be given within seven (7) calendar days. Personal days will be handled like compensatory time off.

FDMOST classification may request vacation leave up to one (1) year in advance without having to wait for pending approval due to shift bids. Notification of approval or denial will be given within seven (7) calendar days of the date on which the request was received.

Vacation leave shall be computed on an hourly basis and credited to each employee's account every pay period. Employees resigning or terminated before they have completed six (6) months of continuous employment will not be eligible for any vacation benefits, and employees who have not completed six (6) months of continuous employment will not be eligible to use vacation benefits.

Vacation pay will be at the employee's normal pay for the day or week for which he/she would have been regularly scheduled to work.

An employee shall not accrue vacation leave during periods of temporary layoff, suspension or leave without pay.

Except for 6-3 shift employees, vacation extending through an officially designated holiday shall not have that holiday charged against vacation leave.

Any full-time or part-time employee separated from County employment by reduction in force, resignation, death or otherwise, shall be paid or have payment made to his/her estate or legal beneficiary in the amount of any unused vacation leave earned.

Employees who work on a scheduled vacation day shall be compensated at the employee's normal pay for the day or week he/she was scheduled to work.

If an employee's vacation leave has been denied, resulting in an employee reaching the cap, the amount of vacation leave which would otherwise be lost, will be reimbursed at an employee's straight time hourly rate.

## **ARTICLE 11 SICK LEAVE**

Accumulation. Sick leave shall be accrued by a full-time employee, or a part-time employee on a pro rata basis, at the rate of one and one-half (1 1/2) days for each month to a total of nine hundred sixty (960) hours.

Family Medical Leave Act. Employees who have at least one year of service with Story County and who have worked at least 1,250 hours in the previous twelve-month period may take an unpaid leave of up to twelve weeks for the following reasons:

1. Birth of a child
2. Placement of a child for adoption or foster care
3. Care of an ill spouse, parent, or child
4. Illness of an employee

Employees may elect, however to use vacation or sick leave as part of the twelve-week family leave. In no event will the total amount of family medical leave, utilized for numbers 1, 2 or 3 above, be permitted to exceed twelve continuous weeks without prior approval of any employee's department head or elected official.

Employees on family leave will have their health insurance continued in the same manner as if leave was not taken. Employees who are required to contribute part of the cost of health insurance will need to make arrangements with Human Resources for timely payments of premiums.

Employees requesting leave must provide thirty days written notice when possible. In addition, employees must indicate the date they expect to return to work.

The employee shall have the right to be restored to the same position that the employee held when the requested FML started, or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment.

Use of Sick Leave. Accumulated sick leave may be used for any disabling or confining medical condition, personal illness, injury, and pregnancy related matters, medical or dental appointments or on the job injury or disability. A medical doctor's written verification of illness or injury may be required by the employer for substantiation of an illness or injury exceeding three (3) consecutive workdays or any time when sick leave abuse is reasonably suspected.

Except for 6-3 shift employees, if a holiday falls within a paid sick leave, that day will be counted as a holiday and not as a day of sick leave.

Sick leave shall be taken in increments of at least one (1) hour at a time.

Notification. When absences due to sicknesses are necessitated, the employee shall normally notify the Sheriff at least one (1) hour prior to the beginning of his/her scheduled reporting time. Failure to do so, without a bona fide reason, shall result in the employee being considered absent without leave, and subject to disciplinary action.

Probationary Employees. Probationary employees, with less than sixty (60) days service, are not eligible for sick leave benefits. After successful completion of this sixty (60) day period, sick leave earned during such time period will be credited to the employee's account as of his/her date of employment.

Workers Compensation. An employee may use sick leave, to the extent it is available, for an on-the-job injury for disability. If an employee so elects to use such sick leave in any period for which an employee is receiving Workers Compensation benefits for an on-the-job injury for the Employer, the Employer shall pay to such employee the amount by which such weekly compensation is exceeded by the amount which such employee would have been entitled to receive as gross pay for the same period of sick leave under this contract, if the injury or disability had not been compensable. During the statutory waiting period, an employee may choose to use sick leave to the extent it is available. Any amount paid to an employee under this section shall be chargeable against the employee's sick leave. After all sick leave is used, an employee may elect to use any available compensatory or vacation time accumulated.

Family Illness. The Employer may allow the use of sick leave to take care of an employee's immediate family (parents, spouse, child) for medical reasons. This use of sick leave shall not exceed five (5) days per calendar year.

Sick Leave Donation. In the event that an employee exhausts his/her accumulated sick leave days, vacation, accrued personal days and accumulated compensatory time, the Board, upon the recommendation of the Director of Internal Operations and Human Resources, may grant additional sick leave days, or, with permission from the affected individual, the Director of Internal Operations and Human Resources may request voluntary donations of sick leave from staff for use by the affected employee for his/her personal illness or injury. The Director of Internal Operations and Human Resources will determine the number of days to be granted on a case-by-case basis and in doing so will consider medical information supplied by the affected employee. Each employee may voluntarily donate up to 2 days of sick leave per request. Donations will be taken in the order received until the maximum number of days required is met. The Director of Internal Operations and Human Resources may approve and request additional donation days for the same individual if the original allotment runs out and the Director of Internal Operations and Human Resources deems it appropriate to offer additional extended leave. Donated sick leave days which are not used by the affected employee will be cancelled and not returned to donating employees.

Wellness Days. Employees who have reached their maximum accumulation of sick leave, shall be able to convert sick leave to wellness days, up to a maximum of two (2) days or sixteen (16) hours per year. These days will not carryover from year to year and must be used by the end of the fiscal year. This provision will be administered as provided by the Board policy regarding wellness days.

## **ARTICLE 12 FAMILY DEATH**

A full-time employee, or part-time employee on a pro rata basis, shall be granted up to six (6) working days leave of absence with pay for attendance at the funeral and other related functions in the event of death of an employee's spouse, child. A full-time employee, or part-time employee on a pro rata basis, shall be granted up to five (5) days leave of absence with pay for attendance at the funeral and other related functions in the event of death of an employee's parent, step-parent, step-child, parent-in-law, brother, or sister. In the event of death of a grandparent, grandchild, brother-in-law, or sister-in-law, an employee may be allowed time off with pay, not to exceed three

(3) days. Employees may be granted four (4) hours with pay when attending funeral services for fellow county workers as well as for fellow retired county workers. Payment for this time shall be made only if the funeral has actually been attended.

### **ARTICLE 13 MILITARY LEAVE**

An employee may be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29.A28 of the Code of Iowa.

The Employer recognizes an employee's re-employment rights in accordance with the Universal Military Training and Service Act.

### **ARTICLE 14 JURY DUTY LEAVE**

An employee required to serve as a juror shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees to the Employer, except for mileage and meal expense, when the employees scheduled working hours and jury duty conflict. Every effort will be made to excuse the employee from work duty if his/her scheduled working hours and jury duty conflict. When released from jury duty during working hours, the employee will report to work within two (2) hours.

### **ARTICLE 15 UNPAID LEAVE OF ABSENCE**

An unpaid leave of absence may be granted at the discretion of the Sheriff for a period not to exceed one (1) years duration for illness or other legitimate reasons. While on an unpaid leave, an employee:

- a) receives no compensation or benefits;
- b) does not earn any leaves or other benefits;
- c) does not contribute to retirement programs;
- d) must reimburse the Employer for all group hospital and medical insurance premiums if coverage is desired;
- e) does not accrue seniority after thirty (30) days.
- f) Employees on unpaid leave shall participate in any shift bids that take place while on leave, in writing. (i.e. email)

**ARTICLE 16  
ASSOCIATION DUES**

The Employer will pay the dues for each eligible employee to the Iowa Sheriffs and Deputies Association and the National Sheriffs Association.

**ARTICLE 17  
TRAINING**

It is recognized that not only the employer wishes to provide training, but also that the employee wishes to receive training to enhance the skills necessary to perform their duties.

The Employer will attempt to schedule six (6) monthly training sessions for each sworn/telecommunicator/detention officer employee. All training hours shall be considered the days duty assignment. Accommodations will be made if vacations are approved prior to training schedules being posted.

Detention Officer, Deputy, and Telecommunicator meetings that are a combination department meeting/training session will be compensated as outline in Article 8 - Hours of Work - Call Back Time.

Travel time and meals incurred while attending training session in Story County will not be reimbursed. Travel time will be compensated as provided by the Fair Labor Standards Act, and expenses incurred while attending training sessions outside Story County will be reimbursed in either of the following:

- a) The employee(s) will be compensated meals for each day of training only if said employee(s) drives to and from Story County to the training location each day. Employees who are required to drive their own vehicle they shall be reimbursed mileage. Employees must receive authorization from the Sheriff in advance of travel if mileage is to be reimbursed.
- b) Schools, training, seminars, etc. which involve multiple days outside of Story County, the employee(s) will have provided to him/her a vehicle for transportation, or allowed mileage reimbursement, or air travel and overnight lodging, and three (3) meals per day. Tuition, materials, and expenses arising from said training out of necessity will be provided by the Employer.

Training hours will be posted on the yearly work scheduled by December 30th and June 30th of each year. The notice shall include training dates, hours and subject matter.

If the County fails to provide six (6), eight (8) hour mandatory training days during the life of this Agreement, the Union and the County agree to re-evaluate this issue at the end of this agreement. These forty-eight (48) hours must be filled with relevant training substance.

Any employee may request additional training. If granted by the Sheriff the employee(s) will be compensated as outlined in this Agreement. If the Sheriff does not grant the training request and the enrollment into the training must be accompanied by permission by the Sheriff or on department letterhead, such authorization may be given with no costs associated with said training falling back on to the employer.

Any permanent employee shall be eligible for education incentive pay. Such pay shall consist of \$5.00 per month per each approved three-unit course, or equivalent, successfully completed on the employee's own time, up to a maximum of 30 units. An approved course is one that is directly related to the employee's job and is endorsed in advance by the Sheriff. To be eligible for education incentive pay, the employee must have been employed by Story County for a minimum of 6 months.

Story County will provide up to \$1500.00 to each eligible employee for the cost of tuition and books upon successful completion of a job-related, approved course to each eligible employee per fiscal year. Employees who are hired on or after July 1, 2014 and who voluntarily separate from employment with the Sheriff's Office within four (4) years of the receipt of such payment will be required to repay the full amount to the County. Reimbursement for tuition and books will occur in the same fiscal year in which the fees are incurred or the class is completed unless documentation is not available by the last claim period of the fiscal year. If documentation is not available until later, the reimbursement will be made the following month after documentation is provided.

**ARTICLE 18  
EARLY RETIREMENT**

Story County will provide payment of a single health and/or dental insurance plan for county employees who wish to retire early and retain their Story County offered, group health/dental insurance coverage. Employees who carry family coverage through the Story County offered group plan may continue family coverage by paying the difference between single and family premium rates. Premiums will be paid according to the following formula:

<u>YEARS OF HEALTH COVERAGE</u>	<u>SINGLE PREMIUMS PAID</u>
Ten	12 months
Fifteen	18 months
Twenty	24 months
Twenty-five	30 months
Thirty	36 months

The family coverage option is available for the same amount of time as county single paid premium.

County paid health insurance payments will cease when an employee becomes eligible for Medicare.

**ARTICLE 19  
INSURANCE**

The Employer agrees to pay the following amounts towards the premiums for group health insurance for each eligible regular full-time or regular three-quarter time employee:

Blue Choice \$1,000 deductible plan – 99% Single or 90% Family  
Alliance Select \$1,000 deductible plan – 95% Single or 90% Family

Deductible	
Single (In-Network)	\$1000
Family (In-Network)	\$2000
Office Visit Co-Pay (In-Network)	\$15
Plan Copayment	
In-Network	80%
Out-of-Network	50%
Maximum Out of Pocket	
Single In-Network	\$2000
Single Out-of-Network	\$4000
Family In-Network	\$4000
Family Out-of-Network	\$8000

RX Drug Coverage	
Copayment (In-Network)	\$10 Generic
	\$20 Name Brand
	\$45 Non-Formulary

The Employer agrees to pay 100% of the cost of the premiums for each eligible regular full-time or regular three-quarter time employee for the following: life insurance in the amount of \$25,000, short-term disability insurance, and long-term disability insurance.

The Employer agrees to provide a flexible benefit contribution to each eligible regular full-time or regular three-quarter time employee in the amount of \$145.30 per month. Each employee may elect to:

- (1) apply this contribution toward the cost of (a) single, (b) dependent (employee and spouse), (c) child (employee and child or children), or (d) family vision insurance;
- (2) apply this contribution toward the cost of single or family dental insurance;
- (3) receive the contribution in cash, or
- (4) any combination of (1) through (3), provided the combination does not exceed the contribution of \$145.30 per month.

Prior to any change in the benefit package or any change in carriers, the Employer agrees to meet and confer with the Union. However, the final decision as to the carrier shall be made by the Employer, provided that the benefits remain substantially the same.

The benefit package referred to in this contract shall be subject to all terms and conditions of the contract with the benefit providers selected by the Employer.

## **ARTICLE 20 COMPENSATION**

The regular rates of pay for each classification of employees is set out in Appendix A, which is attached hereto and by this reference made a part hereof.

Any employee whose pay is in dispute, or his/her representative, shall have the right to examine the time sheets and other records pertaining to the compensation of pay of that employee at reasonable times.

Employees shall be paid every other Friday unless that Friday is a holiday, in which case the payday is the last Administration business day before. Full-time employee's bi-weekly compensation will be figured by taking his/her hourly rate and multiplying that rate by eighty (80) hours.

A civilian employee who moves between pay grades shall move to the next higher paying step in the new grade, plus one step.

New Deputy Sheriffs who at the time of hire are currently certified law enforcement officers and have completed 12 months (1 year) post academy service shall be paid at the 2<sup>nd</sup> Year step upon hire.

If an employee is bumped to a different shift, involuntarily, for a period of forty-five (45) consecutive days or longer, said employee shall suffer no loss of pay, which includes shift differential. If the voluntary shift bump for forty-five (45) consecutive days or longer, requires a higher shift differential, said employee shall be paid the higher rate.

Wage rates will be increased by three percent (3.0%) in the first year of the Agreement, by two and one-half percent (2.50%) in the second year of the Agreement, and by two percent (2.00%) in the third year of the agreement.

Employees who are assigned to provide training to a newly hired employee will be paid an additional \$1.00 per hour for each hour during which they provide such training.

## **ARTICLE 21 LONGEVITY PAY**

Longevity is based on an employee's anniversary date and is based on continuous full-time service.

5 years	\$0.18	14 years	\$0.42	23 years	\$0.51
6 years	\$0.19	15 years	\$0.43	24 years	\$0.52
7 years	\$0.35	16 years	\$0.44	25 years	\$0.53
8 years	\$0.36	17 years	\$0.45	26 years	\$0.54
9 years	\$0.37	18 years	\$0.46	27 years	\$0.55
10 years	\$0.38	19 years	\$0.47	28 years	\$0.56
11 years	\$0.39	20 years	\$0.48	29 years	\$0.57
12 years	\$0.40	21 years	\$0.49	30 years	\$0.58
13 years	\$0.41	22 years	\$0.50		

## ARTICLE 22 SHIFT DIFFERENTIAL

In addition to the established wage rates, bargaining unit employees shall be entitled to shift differential for all paid hours in accordance with the following schedule:

Shift	Shift Differential
1500 – 2300	\$0.40
2300 - 0700	\$0.40
1900 – 0700	\$0.40

The shift differential the employee will receive will be determined hour-by-hour based on the shift each hour is worked. If the employee's shift consists of hours from various shifts, the employee will receive shift differential according to the hours worked in each shift.

## ARTICLE 23 GENERAL CONDITIONS

This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials, and employees.

The term Sheriff as used throughout this contract means the Story County Sheriff and/or his/her designee.

In the event any provision of this Agreement is held invalid by any court of competent jurisdiction, the said provision shall be considered separable its invalidity shall not in any way affect the remaining provisions of this Agreement.

The Union and the Employer acknowledge that during negotiations and proposals which resulted in this Agreement, each party had the opportunity to make demands with respect to all areas of

collective bargaining, and that the whole understanding arrived at after the negotiations is set forth in this Agreement.

The Employer shall provide a bulletin board for the use of the employees.

#### **ARTICLE 24 EVALUATIONS**

The purpose of employee evaluations is to provide an opportunity for both supervisors and the employee to discuss the employee's performance and progress. Evaluations are not disciplinary tools.

Supervisors shall utilize written evaluations procedures, for all departmental employees. All employee evaluations shall be confidential and will become part of the employee's personnel file, with the employee retaining a copy if requested by the employee. The employee's signature on the performance evaluation means only that that the employee has seen the evaluation and does not necessarily mean that the employee agrees with, or disagrees with the evaluation. Employees shall have the opportunity to respond to evaluations in writing. Written responses to evaluations shall also be included within the employee's personnel file.

#### **ARTICLE 25 NEGOTIATION TIME**

The Employer will allow a maximum of two (2) employees to be excused from duty to attend the negotiations. Employees on-duty may be called to duty at any time during negotiations. No employee will receive overtime pay for attendance at negotiations.

#### **ARTICLE 26 EFFECTIVE PERIOD**

This Agreement shall be effective July 1, 2021 and shall continue through June 30, 2024.

This Agreement shall continue in effect from year to year thereafter unless one of the parties seeks modification thereof. The party seeking modification shall cause a written notice to be served on the other party by October 15 of the year prior to the time when modification is desired.

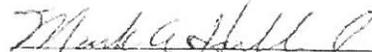
If the Affordable Care Act or its regulations are amended or if the application of the Affordable Care Act to the County's flex plan requires the County to pay any amount of money or make any contribution other than the payments specified in Article 19, then the parties agree that the contract will be reopened for negotiation regarding Article 19.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

STORY COUNTY

PUBLIC, PROFESSIONAL &  
MAINTENANCE EMPLOYEES LOCAL  
2003, IUPAT

\_\_\_\_\_  
Chair, Board of Supervisors

  
\_\_\_\_\_  
Business Representative

## APPENDIX A

### SALARY SCHEDULE - Effective July 1, 2021

3% ATB

	Start	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	10th Year	15th Year
<b>Deputies</b>									
Hourly	25.72	26.87	28.08	29.37	30.67	32.06	33.51	34.18	34.86
Bi-weekly	2057.60	2149.60	2246.40	2349.60	2453.60	2564.80	2680.80	2734.40	2788.80
Annual	53497.60	55889.60	58406.40	61089.60	63793.60	66684.80	69700.80	71094.40	72508.80

<b>Detention Officer</b>									
Hourly	22.95	23.98	25.06	26.18	27.36	28.58	29.89	30.49	31.10
Bi-weekly	1836.00	1918.40	2004.80	2094.40	2188.80	2286.40	2391.20	2439.20	2488.00
Annual	47736.00	49878.40	52124.80	54454.40	56908.80	59446.40	62171.20	63419.20	64688.00

<b>Telecommunicator</b>									
Hourly	21.61	22.58	23.60	24.66	25.77	26.93	28.15	28.72	29.29
Bi-weekly	1728.80	1806.40	1888.00	1972.80	2061.60	2154.40	2252.00	2297.60	2343.20
Annual	44948.80	46966.40	49088.00	51292.80	53601.60	56014.40	58552.00	59737.60	60923.20

<b>Financial Data Manager/Office Services Technician</b>									
Hourly	21.39	22.25	23.12	24.06	25.03	26.04	27.08	27.62	28.18
Bi-weekly	1711.20	1780.00	1849.60	1924.80	2002.40	2083.20	2166.40	2209.60	2254.40
Annual	44491.20	46280.00	48089.60	50044.80	52062.40	54163.20	56326.40	57449.60	58614.40

<b>Cook</b>									
Hourly	17.52	18.22	18.95	19.71	20.50	21.32	22.17	22.61	23.06
Annual	36441.60	37897.60	39416.00	40996.80	42640.00	44345.60	46113.60	47028.80	47964.80

SALARY SCHEDULE - Effective July 1, 2022

2.5% ATB

	Start	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	10th Year	15th Year
<b>Deputies</b>									
Hourly	26.36	27.54	28.78	30.10	31.44	32.86	34.35	35.03	35.73
Bi-weekly	2108.80	2203.20	2302.40	2408.00	2515.20	2628.80	2748.00	2802.40	2858.40
Annual	54828.80	57283.20	59862.40	62608.00	65395.20	68348.80	71448.00	72862.40	74318.40

**Detention Officer**

Hourly	23.52	24.58	25.69	26.83	28.04	29.29	30.64	31.25	31.88
Bi-weekly	1881.60	1966.40	2055.20	2146.40	2243.20	2343.20	2451.20	2500.00	2550.40
Annual	48921.60	51126.40	53435.20	55806.40	58323.20	60923.20	63731.20	65000.00	66310.40

**Telecommunicator**

Hourly	22.15	23.14	24.19	25.28	26.41	27.60	28.85	29.44	30.02
Bi-weekly	1772.00	1851.20	1935.20	2022.40	2112.80	2208.00	2308.00	2355.20	2401.60
Annual	46072.00	48131.20	50315.20	52582.40	54932.80	57408.00	60008.00	61235.20	62441.60

**Financial Data Manager/Office Services Technician**

Hourly	21.92	22.81	23.70	24.66	25.66	26.69	27.76	28.31	28.88
Bi-weekly	1753.60	1824.80	1896.00	1972.80	2052.80	2135.20	2220.80	2264.80	2310.40
Annual	45593.60	47444.80	49296.00	51292.80	53372.80	55515.20	57740.80	58884.80	60070.40

**Cook**

Hourly	17.96	18.68	19.42	20.20	21.01	21.85	22.72	23.18	23.64
Annual	37356.80	38854.40	40393.60	42016.00	43700.80	45448.00	47257.60	48214.40	49171.20

SALARY SCHEDULE - Effective July 1, 2023

2.0% ATB

	Start	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	10th Year	15th Year
<b>Deputies</b>									
Hourly	26.89	28.09	29.36	30.70	32.07	33.52	35.04	35.73	36.44
Bi-weekly	2151.20	2247.20	2348.80	2456.00	2565.60	2681.60	2803.20	2858.40	2915.20
Annual	55931.20	58427.20	61068.80	63856.00	66705.60	69721.60	72883.20	74318.40	75795.20

<b>Detention Officer</b>									
Hourly	23.99	25.07	26.20	27.37	28.60	29.88	31.25	31.88	32.52
Bi-weekly	1919.20	2005.60	2096.00	2189.60	2288.00	2390.40	2500.00	2550.40	2601.60
Annual	49899.20	52145.60	54496.00	56929.60	59488.00	62150.40	65000.00	66310.40	67641.60

<b>Telecommunicator</b>									
Hourly	22.59	23.60	24.67	25.79	26.94	28.15	29.43	30.03	30.62
Bi-weekly	1807.20	1888.00	1973.60	2063.20	2155.20	2252.00	2354.40	2402.40	2449.60
Annual	46987.20	49088.00	51313.60	53643.20	56035.20	58552.00	61214.40	62462.40	63689.60

<b>Financial Data Manager/Office Services Technician</b>									
Hourly	22.36	23.27	24.17	25.15	26.17	27.22	28.32	28.88	29.46
Bi-weekly	1788.80	1861.60	1933.60	2012.00	2093.60	2177.60	2265.60	2310.40	2356.80
Annual	46508.80	48401.60	50273.60	52312.00	54433.60	56617.60	58905.60	60070.40	61276.80

<b>Cook</b>									
Hourly	18.32	19.05	19.81	20.60	21.43	22.29	23.17	23.64	24.11
Annual	38105.60	39624.00	41204.80	42848.00	44574.40	46363.20	48193.60	49171.20	50148.80



Story County Planning and Development  
Administration Building  
900 6<sup>th</sup> Street, Nevada, Iowa 50201

Ph. 515-382-7245 Fax 515-382-7294  
[www.storycountyiowa.gov](http://www.storycountyiowa.gov)

**APPROVED**      **DENIED**  
Board Member Initials: AKH  
Meeting Date: 6-15-21  
Follow-up action: \_\_\_\_\_

**MEMORANDUM**

**TO:** Story County Board of Supervisors  
**FROM:** Amelia Schoeneman, Planning and Development Director  
**RE:** Special Event Permit for Flix on the Farm, SE21-000001  
**DATE:** June 15, 2021

Krista Dunn and Sherry Hosteng are requesting a Special Event Permit for Flix on the Farm, planned for September 18, 2021. Flix on the Farm is a drive-in movie with all proceeds benefiting the Ballard School District. The event was held in 2020 and raised \$3,300 for the Ballard Athletic Booster Club. The movie will be shown on two temporary screens (20-feet-by-16-feet each) on the Dunn’s property at 27682 560<sup>th</sup>. The screens will be located at the south end of the property and face north. The screens will be located on flatbed trailers to increase visibility. A generator will be used for power. The parking area will open at 5:00 pm. A volunteer will be located at the entrance to the property to direct traffic. From the driveway, cars will be directed along the east property line to access the parking area.

The movie will begin at 7:00 pm. Several speakers will be located near the screens facing north and attendees will also be able to listen through FM radio in their cars. After the movie, volunteers will immediately dismiss vehicles, starting with the front row.

The site layout includes five east-west parking modules that can accommodate 130 cars total. The cars will park facing south towards the screens. The stalls will be 10 feet wide and 18 feet deep. A 30-foot access aisle for each row of stalls will also be provided. A parking stall width of 8.5 to 9 feet, a depth of 17.5 feet, and a 26-foot aisle are required for parking lots with 90-degree parking stalls and two-way aisles in Chapter 88 of the Story County Land Development Regulations.

The applicant will mail a letter to adjacent property owners regarding the event. All adjacent properties are in agricultural production. To prevent any attendees or vehicles from parking on or entering the adjacent fields, property lines will be marked with posts and rope.

Several food vendors will be available on the west side of the site. No alcohol will be served. A copy of the Food Establishment Permit from the Department of Inspections and Appeals is required to be submitted for each food vendor. This is recommended as a condition. Ray Reynolds, Nevada Fire Chief, will also conduct an inspection of any food trucks or vendors using propane before the event. This is recommended as a condition.

Two standard and one accessible portable restrooms and handwashing stations will also be available.

There will be one event safety coordinator (Ryan Dunn). At minimum, one volunteer will be trained in CPR. Ten total volunteers are planned.



PLEASE RECYCLE



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

Krista Dunn will monitor the weather and make the decisions on how to respond to a severe weather event. Keith Morgan, Emergency Management Coordinator, has also shared the applicant's contact information with the National Weather Service to assist in monitoring. A PA system will be available for any announcements regarding weather or other emergency announcements. There is a 40-foot-by-50-foot machine shed on the property that could be used if an immediate indoor shelter other than vehicles is needed.

Regarding insurance, Fun Flicks Outdoor Movies (the screen vendor) carries a \$1,000,000 policy. A copy of the insurance certificate is required and recommended as a condition. The applicant has indicated they will provide this after approval.

The applicant indicates that the drive-in movie concept and spacing of vehicles will allow for social distancing. They will have handwashing stations and hand sanitizer set up by the food vendors. The Board of Health Chair recommended that masks be available and the applicant has agreed to provide them. Last year, the applicant prepared a handout with rules that stated they are recommending, but not requiring, face coverings for vendors and for attendees if they cannot maintain a six-foot separation distance. This year, following CDC Guidelines, the handout may read "face coverings are recommended for those who are unvaccinated and unable to social distance."

#### **County Regulation**

Story County Code of Ordinance Chapter 83 requires applicants to submit a Special Event Permit application to be acted on by the Story County Board of Supervisors for planned events occurring over a four hour period and involving more than 250 event staff, volunteers, participants, and spectators. Planning and Development Department staff are to coordinate review of the application with the Sheriff's Office, Fire Chief (Nevada Fire), Ambulance District (Mary Greeley), Environmental Health, Engineer's Office, Conservation Office, and Emergency Management. Planning and Development coordinated this meeting on June 3, 2021. Comments from the meeting not already addressed were from Captain Nicholas Lennie who suggested several changes to the missing child plan. The applicant has made these changes.

Planning and Development staff will schedule a site inspection on Friday before the event. This is recommended as a condition. We will also send notice to property owners within a quarter-mile.

#### **Recommendation**

Based on the application, submittal, applicant responses, and input from the departments and agencies representatives reviewing the Special Event Permit application, Planning and Development staff recommend the Board of Supervisors approve **the Special Events Permit SE21-000001 with conditions** (alternative 2).



PLEASE RECYCLE



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

**Conditions include:**

1. A copy of the Food Establishment Permit from the Department of Inspections and Appeals is required to be submitted for each food vendor before the event.
2. A copy of the insurance certificate is required to be submitted before the event.
3. An inspection of the food trucks or vendors using propane by the Nevada Fire Chief or his designee shall occur before the event.
4. Planning and Development Staff shall complete an inspection of the site for compliance with Story County Code Chapter 83 Special Events, the submitted plans, and any conditions on Friday before the event.

**Alternatives**

- 1) The Story County Board of Supervisors approves the Special Events Permit, as put forth in case SE21-000001.
- 2) **The Story County Board of Supervisors approves the Special Events Permit with conditions, as put forth in case SE21-000001.**
- 3) The Story County Board of Supervisors denies the Special Events Permit, as put forth in case SE21-000001.
- 4) The Story County Board of Supervisors tables the Special Events Permit request, as put forth in case SE21-000001, back to the applicant and/or staff for further review and/or modifications, and directs staff to place this item on the Board of Supervisor's future meeting agenda.



**PLEASE RECYCLE**

# Description of Event

## The Background

This all started last year when Ryan and Krista Dunn were sitting outside on their deck, looking towards their hay field, when this idea popped up to host a drive-in movie there. They wanted to give the community something fun to do and give back to the community, especially during the pandemic. Ryan and Krista reached out to their neighbors, Sherry and Travis Hosteng, for their thoughts, and with shared excitement, they planned this special event together.

Last year's event was held August 28<sup>th</sup> and 29<sup>th</sup>. We showed the movie SING on the 28<sup>th</sup> and The Sandlot on the 29<sup>th</sup>. Overall attendance was approximately 75 vehicles and the feedback from sponsors, vendors, and attendees was very positive! We were able to raise \$3,300 for the Ballard Athletic Booster Club.

## 2021 Event

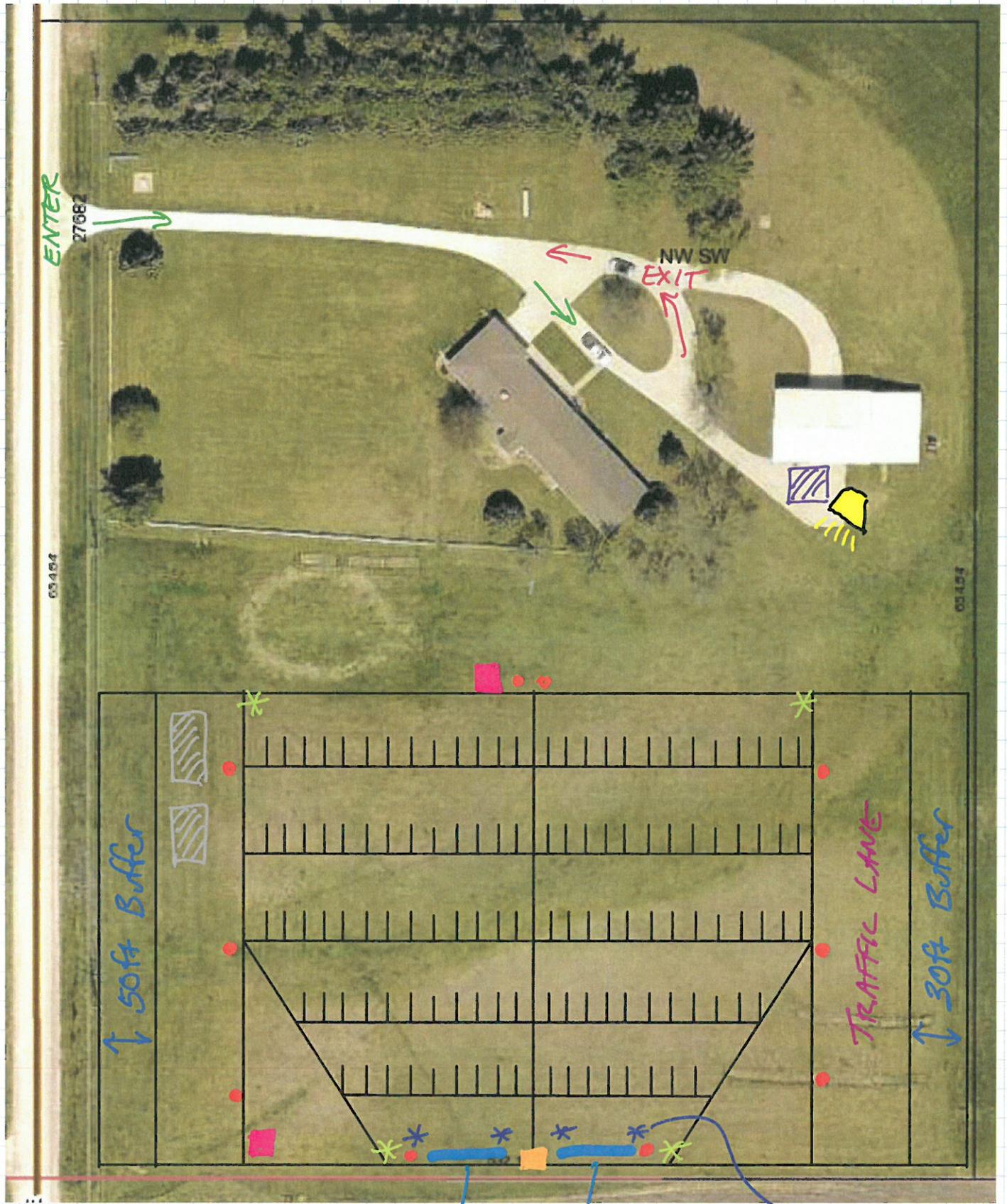
This year we want to host the event again, only it will be one night with two movies, instead of two nights with one movie each. The proceeds will again go to an organization in the Ballard School District.

The night we are planning on is Saturday, September 18<sup>th</sup>. Our back-up date will be Saturday, September 25<sup>th</sup>. We plan on starting the first movie at approx. 7:00 pm with the parking area opening at 5:00 pm.

We are in the process of selecting two family-friendly movies to show. We will work with movie licensing companies (Swank and Criterion) to secure the rights to play the movies at our event, just as we did last year. Some of the titles we have in mind are The Goonies, The Greatest Showman, A League of Their Own, and The Blind Side.

Families are welcome to bring their own food and drinks to the event, but we also plan on having 2-3 food vendors on site selling food and drinks again. Important to note, no alcohol will be served at this event.

Vehicles will be parked in multiple rows for optimal viewing of the movie screen. The movie screens will be placed on trailers as they were last year for optimal viewing as well. Families will have the option to listen inside their vehicle via FM transmitter or sit right outside their vehicle and listen through speakers in front of the movie screen.



ENTER  
27682

NW SW  
EXIT

50ft Buffer

TRAFFIC LANE

30ft Buffer

MUSIC SCREENS SPEAKERS

■ - LABORATORIES

● - TRASH

■ - POWER SOURCE

☹ - EMERGENCY LIGHT

ENTER →

EXIT →

▨ - FIRST AID

\* - FIRE EXTI.

▨ - VENDORS

# Site Plan

## Parking

Parking spaces will be 10 ft. x 18 ft. and the access aisles will be 30 ft. They will be large enough for a car to leave during the event.

There will be 5 rows with parking for approximately 130 cars.

Vehicles will be kept out of the drainage way that is located on the south quarter of the property and not be allowed to park or drive over the septic lateral lines.

Volunteers will be directing parking. We will dismiss one row at a time, starting with the front row. Aerial site plan includes entrance (green) and exit (red) routes.

## Food Vendor Area

We will have an area marked for pedestrians with lines and signage in the food vendor area. There will be a 50 ft. setback from the right-of-way of 560<sup>th</sup> Ave maintained by the food trucks and portable restrooms.

## Location of Fire Extinguishers, First-Aid, & more

Please see aerial site plan for the location of garbage cans, fire extinguishers, first-aid, power source, emergency lighting, hand-washing stations, and portable toilets.

Entrance and exit signs will be posted and illuminated.

# Amplified Sound Plan

## Plans for amplified sound and location of speakers

Our vendor, FunFlicks Outdoor Movies, will provide 4 speakers so guests can hear the movie from outside their vehicle. Some guests will choose to listen via FM transmitter inside their vehicle.

The speakers sit out in front of each screen on either side (shown on the site plan). The start time will be no sooner than 2 hours before the first movie showing, so for our event, no sooner than 5:00 pm. The end time will be shortly after our second movie showing ends, to make any announcements as guests are leaving. i.e. Thank you for coming; Please take your trash with you on the way out. This should be no later than 11:30 pm.

# Environmental Health Plan

## **Portable Toilets & Hand Washing Stations**

We plan on using Portable Pro, Inc. for portable toilets and hand washing stations again this year. We will have 2 standard event units, 1 handicap accessible unit, and 1 hand washing station based on the expected attendees and length of the event. They will deliver the units on Friday, Sept. 17<sup>th</sup>, and pick up on Monday, September 20<sup>th</sup>.

## **Solid Waste Containers, Collection and Disposal**

As guests enter to park, we will be handing out a trash bag for each vehicle to use for their trash. We will ask them to take it with them when they leave the event and dispose at their home. We will make an announcement over the PA system before and after the movie showing as well.

In addition, we will have solid waste containers positioned at each end of the rows of parked vehicles.

Each food vendor will be responsible for taking their own trash with them at the end of the event.

We have reached out to Ankeny Sanitation and should there be a need to have them pick up anything additional to our normal weekly allotted amount, they will pick up for an additional \$3.50 per 30-gallon bag.

# Event Safety Plan - Fire, EMS, & Security

## Event Safety Coordinator

Ryan Dunn will be our Safety Coordinator on site and responsible for monitoring site safety from the time the vendors arrive to set up, until the last person exits the property. All volunteers and vendors will be provided a safety information sheet with the following information:

- Contact name(s) and mobile number(s) to report any issues during the event
- Event safety rules
- A diagram showing the location of the movie screen and equipment, food vendors, portable toilets, parking flow, entrance and exit location, and location of fire extinguishers and first-aid kits

## Event Safety Rules

Event safety rules and recommendations will be given out to each vehicle as they enter to park. These rules and recommendations will also be announced over the microphone before the movie screening begins. These rules and recommendations include, but are not limited to the following:

- No smoking
- No campfires or grilling on site
- Please use the trash bag given to you upon entrance for your trash and take with you when you leave.
- Respect your neighbors, please refrain from being loud during the movie.

## Fire Safety

Our fire safety plan includes measures to avoid fire risks, effective response should an incident occur, planning marked escape routes and firefighting measures.

Efforts to avoid risk include reaching out to local authorities regarding whether there is an elevated fire risk within 45 miles of us. We will also confirm with our vendors before booking them what fire safety measures they have in place or need to be accounted for. As part of our event safety rules, there will be no smoking, no campfires, and no personal grills allowed on site.

It is our understanding Story County will notify local fire departments in advance of our event, but we are willing to do anything necessary to notify them in advance as well. Should an incident occur we will have fire extinguishers available on site for use in the early stages of a fire before the arrival of trained fire fighters.

As a precaution, we will check the tag on the fire extinguishers before the event to make sure they have been serviced in the last year. Should we need to use one, we will operate the extinguisher using the PASS method. Our Event Safety Coordinator has been trained on this method. The fire extinguishers will be positioned throughout the site to allow quick access.

Entrances and Exits will be clearly marked with signs that are visible (6 ft. or higher) and illuminated. Should we need to evacuate the site due to fire, our Event Safety Coordinator will make an announcement over the microphone and we will direct people to the exits as quickly as possible.

## Emergency Medical Service Plan

Medical emergencies are always a possibility at any event. If a medical emergency occurs, our Event Safety Coordinator will identify the nature of the emergency and if there is any danger to other guests. He will make the decision to **call 911** based on the severity of the emergency. Should 911 be called, the Event Safety Coordinator will designate a volunteer to meet the arriving emergency responders. Emergency vehicles will be able to navigate around the area. We understand the following are signs of a true medical emergency that could occur at our event:

- a. Difficulty breathing, shortness of breath
- b. Chest or upper abdominal pain or pressure
- c. Fainting or loss of consciousness
- d. Unresponsiveness when talked to or touched
- e. Unexplained seizures or convulsions
- f. Sudden dizziness, weakness, or change in vision
- g. Mental change (confusion, unusual behavior, difficulty walking or speaking)
- h. Unexplained severe headache
- i. Sudden or intense pain
- j. Bleeding that won't stop
- k. Coughing up or vomiting blood
- l. Choking
- m. Severe burns
- n. Allergic reaction
- o. Trauma (obvious major injury)
- p. Heat stress or heat exhaustion
- q. Motor vehicle accident
- r. Neck or back injury (trip, slip or fall)
- s. Broken arms or legs

## Medical Workers

We think our event has a very low risk for medical emergencies, thus the level of medical provision on site would be minimal. We factored in the type of audience (families), type of event, location of

event, duration of the event, proximity of local medical facilities, and the fact that no alcohol is being served. We will have at least one volunteer trained in CPR on site during the event. We will have first aid kits on site in a permanent structure and signage will be placed showing the location. All that said, if Story County recommends having a First-Aider or Certified First Responder on site, we are open to discussing the best option for our event.

## Security Plan

Based on this event being a drive-in movie targeted to families, we don't see a major need for security or law enforcement on site. We don't foresee any civil disputes or crowd management issues.

Last year we created a special t-shirt all of us wore at the event, as well as our volunteers, which helped distinguish us from the guests. We plan on wearing these again this year as well.

We do see the potential for children to be unintentionally separated from their parents. All volunteers will be prepared to do the following if they see a child who appears to be lost:

- Comfort the child, but avoid physically touching him/her.
- Ask the child if he/she is lost or knows the location for his/her parent or guardian.
- Refrain from asking too much personal information since children are taught not to give out this information to strangers.
- Ask other adults in the area for assistance in notifying another volunteer, so an announcement over the PA can be made.
- Remain in the immediate location and don't take the child elsewhere. Wait with the child until his/her parent or guardian arrives.

If a child is reported missing or lost, we will follow the steps below:

1. Obtain a detailed description of the child, including what he/she is wearing.
2. We will immediately stop working, look for the child and monitor entrances and exits to make sure the child doesn't leave the area.
3. We will try to stop all vehicles from exiting the area until the child is found.
4. Call law enforcement immediately when child is reported missing.
5. If the child is found and appears to have been lost and unharmed, reunite the child with the searching family member.
6. If the child is found accompanied by someone other than a parent or legal guardian, make reasonable efforts to delay their departure without putting the child, volunteers or guests at risk. Immediately notify law enforcement and give details about the person accompanying the child.

- **Less than 40% Chance of Rain:** They will mutually discuss and agree to proceed or postpone using the Proceed/Postpone Weather Options listed below:
  - **PROCEED/POSTPONE WEATHER OPTIONS:** It is agreed by both parties that [www.weather.com](http://www.weather.com) is the tool used to verify weather percentages. Simply visit [www.weather.com](http://www.weather.com) the morning of your screen rental. Put in your zip code and click hour-by-hour. This is the only tool we use to predict the weather. You have until 3:00 PM on the day of the event (10 AM for out of town events) to make a final decision, using the following four options:
    1. **Move your event indoors:** (keep in mind our screens are very tall and will not fit in most residences). If you move your event indoors and you need to move down in screen size in order to fit your available location, there are no refunds or discounts for changing screen sizes due to weather and indoor requirements, and smaller screens are subject to availability.
    2. **Postpone/Reschedule:** You can reschedule your screen rental in accordance with the Weather Assurance Plan chosen during your reservation (Weekday or Weekend).
    3. **Take Your Chances:** If you choose to have our host dispatched to your location and we cannot complete your event due to poor weather conditions, you will not receive a refund and another event will not be scheduled. This would constitute your event!
    4. **Proceed With Backup Plan:** We will dispatch our host to your location at your request, with the following agreement in place. Should your event be cut short (less than 1/2 way through movie) due to weather once our host has been dispatched, you agree to pay a host fee of \$149 along with your original mileage charge, and we will reschedule your event in accordance with your selected Weather Assurance Plan.

## Shelter Areas

Indoor: Should the need arise to take shelter indoors, we have a 40 x 50 machine shed on the East end of the property. The path to shelter will be clearly defined and communicated should the need arise.

Shelter in Place (Vehicles): In the case of heavy rain or if lightning is spotted, we will pause the movie and direct everyone to go inside their vehicles until it passes.

# FLIX ON THE FARM

## DF Farms LLC

16008 NW 114<sup>th</sup> St. Madrid, IA 50156

Dear DF Farms LLC,

After receiving a lot of positive feedback from our Flix on the Farm event last year, we decided to plan another family-friendly drive-in movie event on our property (27682 560<sup>th</sup> Ave Ames, IA 50010). Upon Story County approval, this event will take place the evening of September 18<sup>th</sup>. We will start the first movie at 7 pm and parking will start at 5 pm. We want to provide something fun for the community to do and raise money for the Ballard School District again.

This event will not impact your farmland and we will mark the property line with posts and rope, but should you have any concerns, please let us know and we will be happy to address.

We would also like to invite you and your family to be our guests at the event and have included a voucher for a free parking spot at the event. We hope to see you there!

Warm regards,

Krista & Ryan Dunn

☐ 515.321.3190



☐ kksolsing3@hotmail.com



● KRISTA DUNN



Flix on the Farm

**Hertz Farm Management – Mark and Linda Lunde**

PO Box 500 Nevada, IA 50201

Dear Hertz Farm Management – Mark and Linda Lunde,

After receiving a lot of positive feedback from our Flix on the Farm event last year, we decided to plan another family-friendly drive-in movie event on our property (27682 560<sup>th</sup> Ave Ames, IA 50010). Upon Story County approval, this event will take place the evening of September 18<sup>th</sup>. We will start the first movie at 7 pm and parking will start at 5 pm. We want to provide something fun for the community to do and raise money for the Ballard School District again.

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We would also like to invite you and your family to be our guests at the event and have included a voucher for a free parking spot at the event. We hope to see you there!

Warm regards,

Krista Dunn

515.321.3190



kkjolsing3@hotmail.com



KRISTA DUNN



## Flix on the Farm

### Thomas Peterson

27941 560<sup>th</sup> Ave. Ames, IA 50010

Dear **Thomas Peterson**,

After receiving a lot of positive feedback from our Flix on the Farm event last year, we decided to plan another family-friendly drive-in movie event on our property (27682 560<sup>th</sup> Ave Ames, IA 50010). Upon Story County approval, this event will take place the evening of September 18<sup>th</sup>. We will start the first movie at 7 pm and parking will start at 5 pm. We want to provide something fun for the community to do and raise money for the Ballard School District again.

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We would also like to invite you and your family to be our guests at the event and have included a voucher for a free parking spot at the event. We hope to see you there!

Warm regards,

Krista Dunn

515.321.3190



kkjolsing3@hotmail.com



KRISTA DUNN



# Insurance

## Certificate of Event Liability Insurance

Our vendor, FunFlicks Outdoor Movies, carries a \$1,000,000 policy. Upon Story County approval of this event, we will pay FunFlicks Outdoor Movies \$50 to be listed as additional insured on their policy. We will provide the certificate of insurance once we are added. Their insurance request form is included below:

### Request of Proof of Insurance



Thanks for your interest in FunFlicks Outdoor Movies. We are happy to provide proof of insurance for your event. To help us, we need your information for our agent. Please fill out the form below, return to us, and we will send to our carrier. Please know that simple proof of insurance and workers comp is free of charge. If you wish to be listed as an additional insured, a fee of \$50.00 will be added to your bill. You may email this form to [deb@funflicks.com](mailto:deb@funflicks.com) or fax to: 313.330.9991.

**Mailing address:**  
FunFlicks KS  
15621 W. 87<sup>th</sup> St #153  
Lenexa, KS 66219

Name that should appear on certificate \_\_\_\_\_  
Mailing address \_\_\_\_\_  
City, State & Zip \_\_\_\_\_  
Physical address where event will take place \_\_\_\_\_  
City, State & Zip \_\_\_\_\_  
Date of Event \_\_\_\_\_  
Business Telephone Number \_\_\_\_\_  
Contact Person Name \_\_\_\_\_  
Contact Person's Telephone Number \_\_\_\_\_  
Fax Number \_\_\_\_\_  
Email Address \_\_\_\_\_

I wish to have proof of:  
 Liability insurance: Free of Charge  
 Workers Compensation Insurance: Free of charge  
 Be listed as an additional insured: \$50.00

I wish to have this info :  
 Emailed to me  
 Faxed to me

\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date  
\_\_\_\_\_  
Title

# Vendors

## **FunFlicks Outdoor Movies – Movie Screen and Equipment Vendor**

Deb Caldwell - 913-787-2234 – [deb@funflicks.com](mailto:deb@funflicks.com)

## **Portable Pro, Inc. – Portable Toilet Vendor**

Mindy Lankford - 515-231-1056 – [mindy@portableproiowa.com](mailto:mindy@portableproiowa.com)

## **HyVee Ames (Lincoln Center) – Food Vendor**

Matt Pacha – 515-232-1961

## **Double Dipped – Food Vendor**

Sara Hillebrand – 612-799-2496 – [lilypadlearning@gmail.com](mailto:lilypadlearning@gmail.com)

Please note all food vendors have their Food Establishment Permits from the Iowa Department of Inspections and Appeals. Upon Story County approval of our event, we will request a copy of their permit and send it in to you.



Story County Planning and Development  
Administration Building  
900 6<sup>th</sup> Street, Nevada, Iowa 50201

Ph. 515-382-7245 Fax 515-382-7294  
[www.storycountyiaowa.gov](http://www.storycountyiaowa.gov)

**APPROVED** **DENIED**  
Board Member Initials: AKH  
Meeting Date: 6-15-21  
Follow-up action: \_\_\_\_\_

**MEMORANDUM**

**TO:** Story County Board of Supervisors  
**FROM:** Amelia Schoeneman, Planning and Development Director  
**RE:** Special Event Permit Ames Triathlon ADMN01-21  
**DATE:** June 15, 2021

Alex Syhlman, Race Director, True Time Racing Services for Iowa Multi-Sport is requesting a Special Event Permit for the Ames Triathlon planned for June 27, 2021, starting at Ada Hayden Park, Ames. The triathlon includes swimming, biking, and running legs to the race. The swimming and running will occur at Ada Hayden Park in Ames. The bike race will occur primarily in the unincorporated area of Story County.

**County Regulation**

Story County Code of Ordinance Chapter 83 generally requires applicants to submit a Special Event Permit application to be acted on by the Story County Board of Supervisors for planned events occurring over a four-hour period and involving more than 250 event staff, volunteers, participants, and spectators. The proposed triathlon will begin with setup at 4 am on June 27, 2021, and tear down will occur by noon the same day. They anticipate 230-290 participants, coordinators, and volunteers.

Planning and Development Department staff are to coordinate review of the application with the Sheriff's Office, Fire Chief (Gilbert Fire for bike race), Ambulance District (Mary Greeley), Environmental Health, Engineer's Office, Conservation Office, Emergency Management, and any other applicable agencies such as cities (Ames and Gilbert) within two miles of the event. This event also involves Ames police, fire, and parks and recreation departments and typically one meeting is coordinated between all involved. The City of Ames waived their review meeting and approved the event as it is occurring in the same format as in 2019. The county also waived their review meeting but application materials were routed. Several comments were received requesting additional deputies at the intersections of George Washington Carver and 190<sup>th</sup> and Cameron School Road. As no social distancing measures were proposed with the initial submittal, public health and Mary Greeley Medical Center had several questions.

**Summary of Race**

**Swim** – 500 meters and starts at the north boat ramp area of Ada Hayden Park.  
**Biking** – 15 miles and starts at Ada Hayden. The route is south of Ada Hayden on HWY 69, west on Bloomington Road, north on George Washington Carver, west on Cameron School Road, north on 500<sup>th</sup> Ave, east on 170<sup>th</sup> St., south on George Washington Carver, east on 190<sup>th</sup> St., south on HWY 69 to Ada Hayden Park. No roads will be closed.  
**Run** – 3.1 miles figure eight on the paved trail at Ada Hayden



PLEASE RECYCLE



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

Ames Fire and the Story County Sheriff's Dive Team will be stationed at the lake during the swim. The water will be tested to ensure it is safe for swimming. Support and rescue boats will be in the water.

Each intersection on the bike course is planned to have cones to direct cyclists/traffic, an event in progress sign, a volunteer, or Ames Police or the Story County Sheriff controlling the intersection. The County Engineer recommended having two Sherriff patrols at the intersection of 190th and George Washington Carver and Cameron School Road and George Washington Carver. The applicant met with the Sherriff's Office and they are providing one deputy at 190<sup>th</sup> and George Washington Carver. There will be two deputies at Cameron School Road and George Washington Carver. The applicant also requested a deputy at 190<sup>th</sup> and Highway 69. The applicant provided a full list of deputy locations:

- 2 deputies - Cameron School Road and GW Carver
- 1 deputy Cameron School Road and Y Ave (county line road)
- 1 deputy GW Carver and W190th Street
- 1 deputy Grand Ave/Hwy 69 north of W 190th to slow traffic

#### **Other Plans and Procedures**

For the bike route, the applicant has spoken with both Christ Community Church and the Gilbert Fire Chief about using their facilities as emergency weather shelters.

Mary Greeley is contracted to provide a dedicated ambulance during the event.

A copy of the certificate of liability insurance was provided.

A weather plan was submitted and the race director has the contact information for the National Weather Service for assistance. The applicant will monitor weather and call the race if necessary.

The applicant indicated they will be following CDC Guidelines for outdoor gatherings, as follow:

- Fully vaccinated individuals do NOT need to wear a mask
- Un-vaccinated individuals that cannot maintain 6ft of space from others should wear a mask.
- We will also ask all participants, volunteers, staff to self screen them selves prior coming to the race and stay home if they are experiencing any symptoms associated with Covid-19.
- We will also provide hand sanitizer in certain locations like the registration and check-in areas
- Disposable masks will be available for anyone who needs one
- We are open to other suggestions to be in compliance but this has been the trend with athletic events and specifically triathlons so far this year (2021)

After approval, Planning and Development will mail notification to property owners along the bike route.



PLEASE RECYCLE



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

### **Recommendation**

Based on input from the departments and agencies representatives reviewing the Special Event Permit application and applicant's responses, Planning and Development staff recommend the Board of Supervisors approve **the Special Events Permit ADMN01-21.**

### **Alternatives**

- 1) **The Story County Board of Supervisors approves the Special Event Permit as put forth in case ADMN01-21.**
- 2) The Story County Board of Supervisors approves the Special Event Permit with conditions as put forth in case ADMN01-21.
- 3) The Story County Board of Supervisors denies the Special Event Permit as put forth in case ADMN01-21.
- 4) The Story County Board of Supervisors tables the Special Event Permit as put forth in case ADMN01-21 request back to the applicant and/or staff for further review and/or modifications, and directs staff to place this item on the Board of Supervisor's future meeting agenda.



**PLEASE RECYCLE**

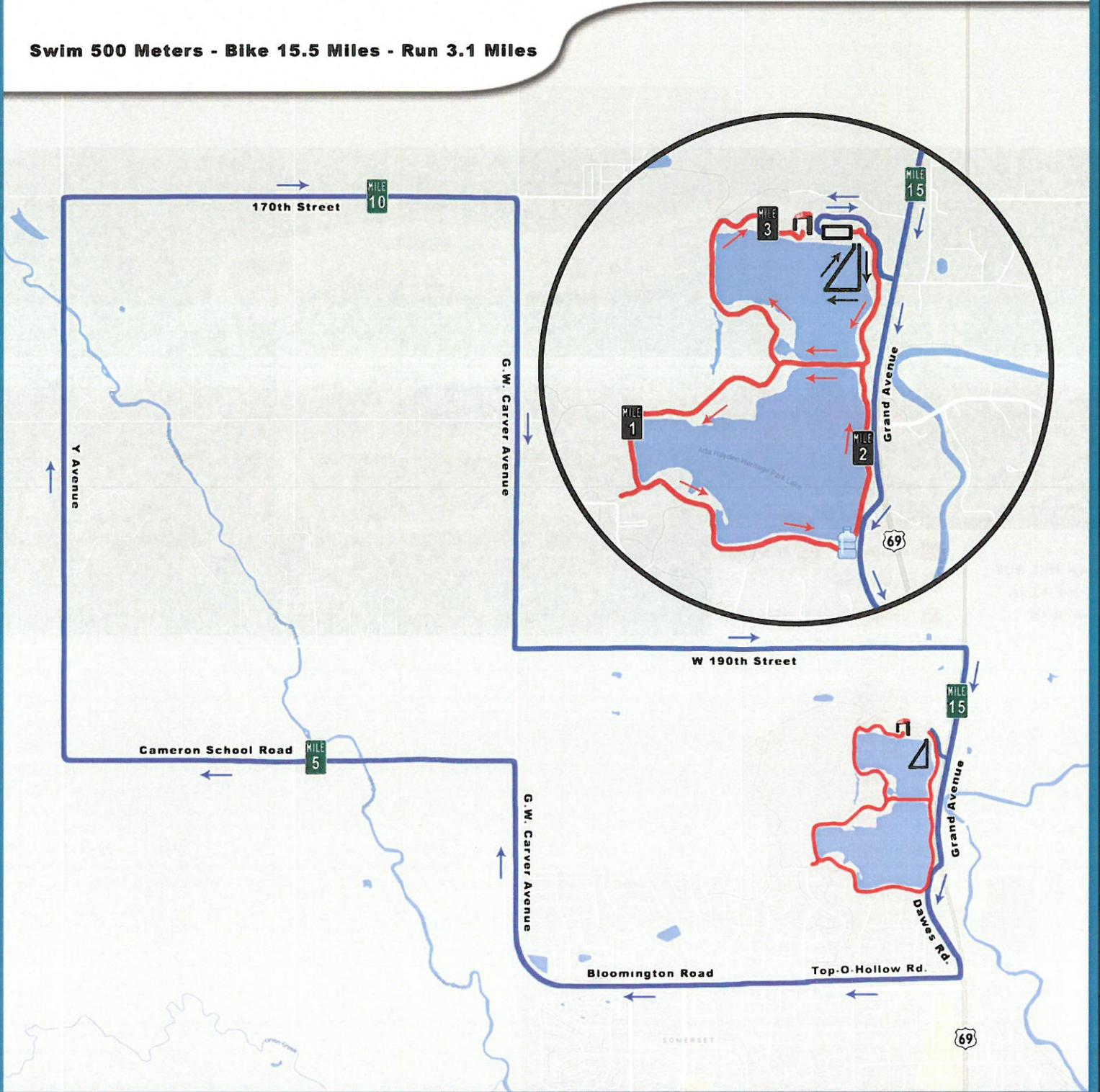




# Ames Triathlon

- Swim Route Water Station
- Bike Route Finish Area
- Run Route Mile Markers MILE 5 MILE 1
- Transition

**Swim 500 Meters - Bike 15.5 Miles - Run 3.1 Miles**



# Ames Triathlon Timeline

## Draft 2 - 6/27/2021

### Timeline overview for race day:

- 4am – transition area setup in park
- 6am – registration and transition area open to athletes
- 6am – swim buoys are placed in the water
- 7:20am - water safety in place for warm ups
- 7:20am – Swim warm up begins
- 7:40am – Swim warm up ends
- 7:40am – Pre-race meeting and announcements
- 7:50am – Para Triathlon event starts(or para triathlon will start at the end)
- 8:00am – First Age group athlete starts with one person starting every 3-7 seconds after that
- 8:07am - First swimmer exits the water - estimated
- 8:30am - Last swimmer exits water and all bikes on the road - estimated
- 8:43am - First bike returns - estimated
- 9:02am – First finisher - estimated
- 10:00am – Last bike enters park - estimated
- 10:50am – Last Finisher - estimated
- 10:50am – or after last person finishes Awards Ceremony
- 11:15pm-12:30pm tear down and clean up (Typically gone before noon)

### Medical Plan:

Ambulance on site stationed near boat ramp  
Mary Greeley notified of event

### Swim course:

**Distance:** 500 meters

**Agencies:** Ames Fire Dept, Story County Sheriff Dive Team

**Lifeguards:** 1 Lifeguard per 25 swimmers in the water

**Communications:** Cell phone, and radio channel determined by Law enforcement & Fire

### Timeline (estimated on 200 athletes start average 5 seconds apart):

8:00 AM – First swimmer starts

8:07 AM – First Swimmer out

8:17 AM – All swimmers in the water

8:40 AM – Last swimmers out of the water

- Course layout and start method

- Triangle shaped swim course (prevents cross over collisions among swimmers)
- Two turns on course are marked with 5.5 ft tall tetrahedron swim buoys
- Boat ramp entry and exit
  - Boat ramp covered with carpet to protect bare feet
  - 4 foot tall channelizer cone with weight to mark edge of ramp so athletes know where the ramp ends and they should push off on entry and put their feet down when exiting
  - End of boat ramp checked for debris
- Time Trial swim start – 1 person starts every 3-7 seconds
  - Allows control of the number of people on course to ensure safety ratios
  - Swimmers don't have negotiate other swimmers trying to enter at the same time  
Staging will be just east of the boat ramp
- Water quality
  - We will depend on water testing by Iowa State University and/or the Iowa Dept of Natural Resources to determine if the water quality is safe for swimming
- Pre-race meetings
  - Race announcements and no Swimming posted at boat ramp during the week leading up to the race
  - Rules and safety measures communicated to participants and volunteers via pre-race safety meeting, pre-race email, website, or other communication.
  - Race day meeting for volunteers and water course personnel.
    - Update on weather and water conditions
    - Review communications plan
    - Review flag system
  - Race day meeting for participants
    - Update on weather and water conditions
    - Review rules and course
    - Review flag system
    - Answer any remaining questions
- Categories of water safety
  - Kayaks, canoes capable of supporting operator and one other person
    - Stay on route to keep swimmers on course and provide a resting point for tired swimmers
    - Also, notify evacuation boats of emergencies and exhausted swimmers
    - As the majority of the participants finish the few remaining swimmers will have a higher ratio of support craft to swimmers
  - Evacuation boats (motorized boats - primarily Ames FD and Story Co. Dive Team)
    - Responsible for assisting Kayaks, skis, and canoes in removing swimmers from the water
    - Evacuation boats should only return medically needy swimmers to shore and not swimmers who are just tired in order to maintain coverage
    - Assist in closing swim course in case of weather or emergency
    - Evacuation boats will have red flags to signal course closure if needed
  - Sweeper vessel
    - Follows last swimmer
    - Typically a kayak
  - Escorts

- Escorts are one support craft to one swimmer
    - As the majority of racers finish support craft will begin to become escorts for the slowest swimmers
    - Inefficient swimmers or tiring swimmers will often have as coverage allows
  - Lifeguards in motorized vessels, canoes, on shore, or in other water vessels
- Communications
  - Boat Ramp is staging/setup area
  - Radio/Cell phone communication to
    - Race director Alex (cell 515-450-1751)
    - Swim Safety coordinator: TBD
    - Ames Fire: TBD
    - Story Co Dive Team: TBD
  - Canoes, ski, kayaks should have whistle or air horn to alert evacuation boats of a swimmer that needs to go to shore or be picked up
- Chip timing and tracking
  - All participants will be required to wear a timing chip on their person
  - All participants will cross a mat prior to entering the water so we know who went in the water and started the race
  - Rescue personnel and participants will need to be certain to notify race officials if they drop out or do not finish the race to prevent a false missing swimmer event
  - We will be able to reference the chip reads to determine if a swimmer entered and/or exited the water
- Transition Bike Check
  - Once the last swimmer exits the water and the transition area there should be a period of time where there are no bikes in the transition area
  - If a bike remains in transition area after the last swimmer exits the water the swim director and/or transition director should determine what the race number is of the bike(s) left in transition.
    - This race number should be compared with any people that were reported to have dropped out of the race or quit early
    - If the race number is not linked to a person known to have dropped out of the race their name should be announced on the PA system
    - Simultaneous to announcing the name over the PA system the participant's phone number should be tracked down from the Race Director or Race Timer and the Swim Director should attempt to call that person.
    - The race timer should also check to see if that timing chip was handed out on race morning and if so were there any chip reads at the swim course timing mat that would indicate they entered the water.
    - If the above steps are unable to locate or determine if there is a missing swimmer discuss starting a missing swimmer incident with Ames Fire and Story Co Dive Team leaders.
- Missing swimmer Incident
  - If it is determined there is a missing swimmer the swim course will be closed
  - Closed course will be signaled via red flags, PA Announcements, and cell/radio communication
  - Ames Fire Dept and Story County Dive Team will be in charge of any missing swimmer incident

**SWIM COURSE MAP:**



**Bike Course:**

Distance: 15 miles

Agencies: Ames Police Dept, Story County Sheriff

Communications: Cell phone, APD, SCSO

**Timeline (estimated):**

8:08 AM – First Biker starts

8:30 AM – Last Biker leaves AHHP

8:43 AM – First Biker returns to AHHP

10:00 AM – Last Biker returns to AHHP

Fastest Pace: 26.8 mph

Slowest Pace: 10 mph

**Intersections with estimated times:**

Bloomington @ Stange

First person: 8:12 AM

Last person: 8:42 AM

GW Carver @ Cameron School Rd

First person: 8:15 AM

Last person: 8:54 AM

Cameron School Rd @ R38

First person: 8:20 AM

Last person: 9:03 AM

R38 @ E23(170<sup>th</sup>)

First person: 8:25 AM

Last person: 9:20 AM

E23(170<sup>th</sup>) @ GW Carver

First person: 8:30 AM

Last person: 9:32 AM

GW Carver @ W 190<sup>th</sup> St.

First person: 8:34 AM

Last person: 9:44 AM

W 190<sup>th</sup> St. @ Grand Ave

First person: 8:39 AM

Last person: 9:55 AM

Return to park

First person: 8:43 AM

Last person: 10:00 AM

### **Bike Turn by turn directions:**

- Starting in AHHP north parking area near boat ramp
- Exit from park turning south on shoulder of Grand Ave
- Slight right on to Dawes Dr.
- Turn right (west) on Top-O-Hollow Rd
- Merge on to Bloomington Road (continue West)
- Turn right (north) Blooming curves to the north becoming George Wash. Carver Ave
- Turn left (west) on Cameron School Road
- Turn right (north) on R38
- Turn right (east) on 170<sup>th</sup> Street
- Turn right (south) on George Wash Carver Ave
- Turn left (east) on W. 190<sup>th</sup> St
- Turn right (south) on to should of Grand Ave
- Turn right (west) to enter park and return to transition area in north parking lot of AHHP

### **Bike Traffic Plan – signs and volunteers**

- Bike route starts in AHHP north parking lot and exits south on to the shoulder of Grand Ave.
- Grand Ave @ Dawes Dr
  - Cones w/arrows showing biker to turn right
  - Volunteer with safety vest to reinforce right turn
- Dawes @ Adams St.
  - Adams St. EB - Caution Event in progress
- Top-O-Hollow Rd @ Roy Key
  - Roy Key NB - Caution Event in progress
- Top-O-Hollow Rd @ Calhoun Ave.
  - Calhoun Ave. SB - Caution Event in progress
- Top-O-Hollow Rd @ Hoover Ave.
  - Hoover Ave. SB and NB - Caution Event in progress
- Top-O-Hollow @ Bloomington Rd.
  - Cones preceding intersection to get west bound car traffic to move to the middle lane and separating the two lanes for 50-100ft past the intersection
  - Cones directing with arrows directing cyclists to turn right heading west on Bloomington
  - Potentially CSO vehicle with directional stick to get cars to move over east of the intersection
- Bloomington @ Fletcher Ave.
  - Fletcher NB and SB - Caution Event in progress
- Bloomington @ Eisenhower Ave.
  - Eisenhower NB and SB - Caution Event in progress
- Bloomington @ Hyde Ave
  - Hyde NB and SB - Caution Event in progress
- Bloomington @ Stange Rd
  - Ames Police control intersection
  - Traffic lights set to flash red
- George Washington Carver Ave @ Chilton Ave
  - Chilton Ave SB – Caution Event in Progress
- George Washington Carver Ave @ Valley View Rd

- Valley View Rd SB – Caution Event in Progress
- George Washington Carver Ave @ Harrison Rd
  - Harrison Rd WB – Caution Event in Progress
- George Washington Carver Ave @ Weston Dr
  - Weston Dr. WB – Caution Event in Progress
  - Weston Dr. EB – Caution Event in Progress
- George Washington Carver Ave @ Cameron School Road
  - Sheriff controls intersection
  - 2 directional arrows - Cyclists turn left (west) on Cameron School Road
- Cameron School Rd @ North Dakota
  - Caution Event in progress
  - Possible volunteer location
- R38 @ Cameron School Rd
  - Sheriff controls intersection
  - 2 directional arrow right turn (north)
- R38 @ E23 (170<sup>th</sup> St.)
  - Sheriff controls intersection
  - 2 directional arrow right turn (east)
- E23 @ George Washington Carver Ave
  - Sheriff controls intersection
  - 2 directional arrow right turn (south)
- George Washington Carver @ W 190<sup>th</sup>
  - Sheriff controls intersection
  - 2 directional arrow left turn (east)
- W 190<sup>th</sup> @ Grand Ave
  - DOT Sign North of the intersection facing south bound car traffic warning of bikes on the shoulder
  - 4 ft tall channelizer traffic cones on the line separating the shoulder and traffic from W. 190<sup>th</sup> to Park entrance
  - 2-4 right arrows tell cyclist to turn right (south)
  - 1 Volunteer with safety vest ensuring cyclist turn on to the shoulder
  - W 190th - Slow down sharp turn ahead sign approx. 200ft prior to intersection with Grand Ave.
- Park entrance
  - 1 volunteer with safety vest
  - 2-4 cones with right (west) turn arrows

# BIKE COURSE MAP:



**Run Course:**

Distance: 3.1 miles

Agencies: Story Co ARES and Volunteers

Communications: Cell phones, and SCSO

**Timeline (estimated):**

8:44 AM – First Runner starts

10:02 AM – Last Runner starts

9:02 AM – First Finisher

10:50 AM – Last Finisher

Run course is contained in Ada Hayden Park and is 5k/3.1 miles. The race will use all paved bike trails on the establish figure 8 course(course map below).

- All turns on the trail will utilize 18 inch tall orange traffic cones with a directional arrow(s) attached to the top of it. We typically place two cones with signs per turn.
- Yard signs with step in stakes can be used if better suited for a particular area
- No paint, chalk, or other marking will be placed on the pavement
- Signs will not be attached to trees
- 2 volunteers one at the pedestrian bridge (one east and one west) to assist runners as needed
- Water station at half way point (southeast corner of lake near southern restroom/Dawes/Calhoun Park)

# RUN COURSE MAP:



### Transition Area:

- Portable bike racks 10ft long each holding 6 bikes (34 bike racks estimated for 200 people)
- Paratriathlon area left open to allow for handbikes or other para-equipment
- Fabric fencing around the bike racks to separate athletes from spectators

### TRANSITION AREA COURSE MAP:



**Weather Plan:-**

The event will occur rain or shine however not in severe weather for example lightning/thunder, thick fog, and/or tornado warning.

The race director will be in charge making any weather related decisions on race day and located near the north parking area in Ada Hayden Park. NWS, online weather applications, on course spotters, law enforcement will be available to consult on weather conditions concerning race day weather decisions.

Weather contacts for race day:

NWS contact: 515-270-4501

Secondary: 800-759-9276

Pre-race:

If lightning, thunder, or thick fog is detected at the transition area the race will be delayed 15 minutes after the last lightning strike is seen, thunder is heard, or fog clears. After 1.5 hours of delay the race will consider postponement or cancellation. Shelter options on the bike course will be determined prior to race day. Updates will be communicated to athletes via PA System if possible. If athletes are sheltering in their cars due to precipitation electronic communications such as email and/or facebook will be used if possible.

During the race:

Pre-determined locations for shelter will be determined and communicated to key race volunteers and coordinators on the bike course. Communication will be handled through Cell phone, and/or Police/Fire/EMS radios.

Athletes in the park can shelter in the park shelter or in vehicles

Athletes outside the park can shelter at:

- The Plex Gymnasium corner of GW Carver and Cameron School Road
- Gilbert Fire station





**ADDITIONAL REMARKS SCHEDULE**

AGENCY Insurance Office of America, Inc.		NAMED INSURED USA Triathlon of Colorado 5825 Delmonico Dr Colorado Springs CO 80919	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

loss or a claim.  
 Ames Triathlon | 2021-06-27 to 2021-06-27 | Ames, IA 50010

**THIS ENDORSEMENT CHANGES THE COVERAGE PART. PLEASE READ IT CAREFULLY.**

## **ADDITIONAL INSURED – AUTOMATIC STATUS WHEN REQUIRED IN A WRITTEN AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

### COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured** is amended to include as an additional insured any person or organization with whom you have a written agreement that such person or organization be added as an additional insured on your Coverage Part. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" but only to the extent caused, in whole or in part, by:
1. Your acts or omissions; or
  2. The acts or omissions of those acting on your behalf;
- in the performance of your operations for an additional insured.
- B.** The insurance afforded to an additional insured shall only include the insurance required by the terms of the written agreement and shall not be broader than the coverage provided within the terms of the Coverage Part.
- C.** The Limits of Insurance afforded to an additional insured shall be the lesser of the following:
1. The Limits of Insurance required by the written agreement between the parties; or
  2. The Limits of Insurance provided by this Coverage Part.
- D.** With respect to the insurance afforded to an additional insured, this insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of any act or omission of an additional insured or any of its employees.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:  
COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

**Name of Person or Organization:**

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED HAS  
AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your operations or "your work" done under a written agreement that requires you to waive your rights of recovery. The written agreement must be made prior to the date of the "occurrence". This waiver applies only to the person or organization shown in the Schedule above.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT – OTHER INSURANCE (PRIMARY NONCONTRIBUTORY)**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**A. Paragraph a. Primary Insurance of 4. Other Insurance of SECTION IV COMMERCIAL GENERAL LIABILITY CONDITIONS** is replaced by the following:

**a. Primary Insurance**

This insurance is primary except when **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below, except that we will not seek contribution from any party with whom you have agreed in a written contract or agreement that this insurance will be primary and noncontributory, if the written contract or agreement was made prior to the subject "occurrence" or offense.

Closure No. 21-43

Date June 7, 2021

## 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 28 & 29 Milford Twp on

580th Ave is closed between 200th St and 210th St

*Lisa Heddens*  
Chair, Board of Supervisors

Attest: *[Signature]*  
County Auditor

ROLL CALL	Latifah Faisal	Yea	<u>X</u>	Nay	___	Absent	___
FOR ALLOWANCE	Lisa Heddens	Yea	<u>✓</u>	Nay	___	Absent	___
	Linda Murken	Yea	<u>✓</u>	Nay	___	Absent	___

ALLOWED BY VOTE		Yea	<u>3</u>	Nay	<u>0</u>	Absent	<u>0</u>
OF THE BOARD							

*Lisa Heddens* Above tabulation made by *[Signature]*  
CHAIRPERSON

Closure No. 21-44

Date June 7, 2021

## 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 1 Howard & 6 Lincoln Twp on

620th Ave is closed between 100th St and 110th St

*Lisa Heddens*  
Chair, Board of Supervisors

Attest: *[Signature]*  
County Auditor

ROLL CALL	Latifah Faisal	Yea	<u>X</u>	Nay	___	Absent	___
FOR ALLOWANCE	Lisa Heddens	Yea	<u>X</u>	Nay	___	Absent	___
	Linda Murken	Yea	<u>X</u>	Nay	___	Absent	___

ALLOWED BY VOTE OF THE BOARD	Yea	<u>3</u>	Nay	<u>0</u>	Absent	<u>0</u>
---------------------------------	-----	----------	-----	----------	--------	----------

*Lisa Heddens* Above tabulation made by *[Signature]*  
CHAIRPERSON

Closure No. 21-45

Date June 7, 2021

## 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 21 & 29 Milford Twp on

200th St is closed between 580th Ave and 590th Ave

  
\_\_\_\_\_  
Chair, Board of Supervisors

Attest:   
\_\_\_\_\_  
County Auditor

ROLL CALL	Latifah Faisal	Yea	<u>X</u>	Nay	___	Absent	___
FOR ALLOWANCE	Lisa Heddens	Yea	<u>X</u>	Nay	___	Absent	___
	Linda Murken	Yea	<u>X</u>	Nay	___	Absent	___

ALLOWED BY VOTE OF THE BOARD	Yea	<u>3</u>	Nay	<u>0</u>	Absent	<u>0</u>
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\_\_\_\_\_  
CHAIRPERSON

Above tabulation made by 

Closure No. 21-46

Date June 8, 2021

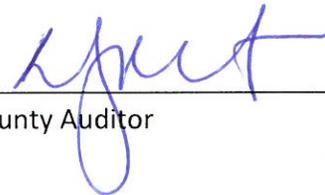
## Resolution

### 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 19 & 20 Milford Twp on

570th Ave is closed between E29 (190th St) and 200th St

  
Chair, Board of Supervisors

Attest:   
County Auditor

ROLL CALL	Latifah Faisal	Yea	<u>X</u>	Nay	___	Absent	___
FOR ALLOWANCE	Lisa Heddens	Yea	<u>X</u>	Nay	___	Absent	___
	Linda Murken	Yea	<u>X</u>	Nay	___	Absent	___

ALLOWED BY VOTE		Yea	<u>3</u>	Nay	<u>0</u>	Absent	<u>0</u>
OF THE BOARD							

 Above tabulation made by   
CHAIRPERSON

Closure No. 21-47

Date June 8, 2021

## 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 Collins Twp on

710th Ave is closed between 280th St and 290th St

*Lisa Heddens*  
Chair, Board of Supervisors

Attest: *[Signature]*  
County Auditor

ROLL CALL	Latifah Faisal	Yea	<u>Y</u>	Nay	___	Absent	___
FOR ALLOWANCE	Lisa Heddens	Yea	<u>X</u>	Nay	___	Absent	___
	Linda Murken	Yea	<u>X</u>	Nay	___	Absent	___

ALLOWED BY VOTE OF THE BOARD	Yea	<u>3</u>	Nay	<u>0</u>	Absent	<u>0</u>
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*Lisa Heddens* Above tabulation made by *[Signature]*  
CHAIRPERSON

## STORY COUNTY UTILITY PERMIT

Date 6/7/2021

To the Board of Supervisors, Story County, Iowa:

The Windstream Communications Company, incorporated under the laws of Little Rock, AR, 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 Data communications on secondary route 170th St, from 640th Ave to 650th Ave, a distance of 0.6 miles. (EPM 1642 -71331970500019)

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 6/7/2021

Windstream Communications - Luke Niles  
Name of Company (Applicant - Permittee)

Luke Niles 501-748-5893  
by Phone no.

Recommended for Approval:

Date 6-9-21

[Signature] 515-382-7355  
County Engineer Phone no.

Approved:

Date 6-15-21

[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.

HIGHWAY AND TRANSPORTATION MAP  
**STORY COUNTY**  
 IOWA



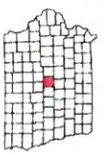
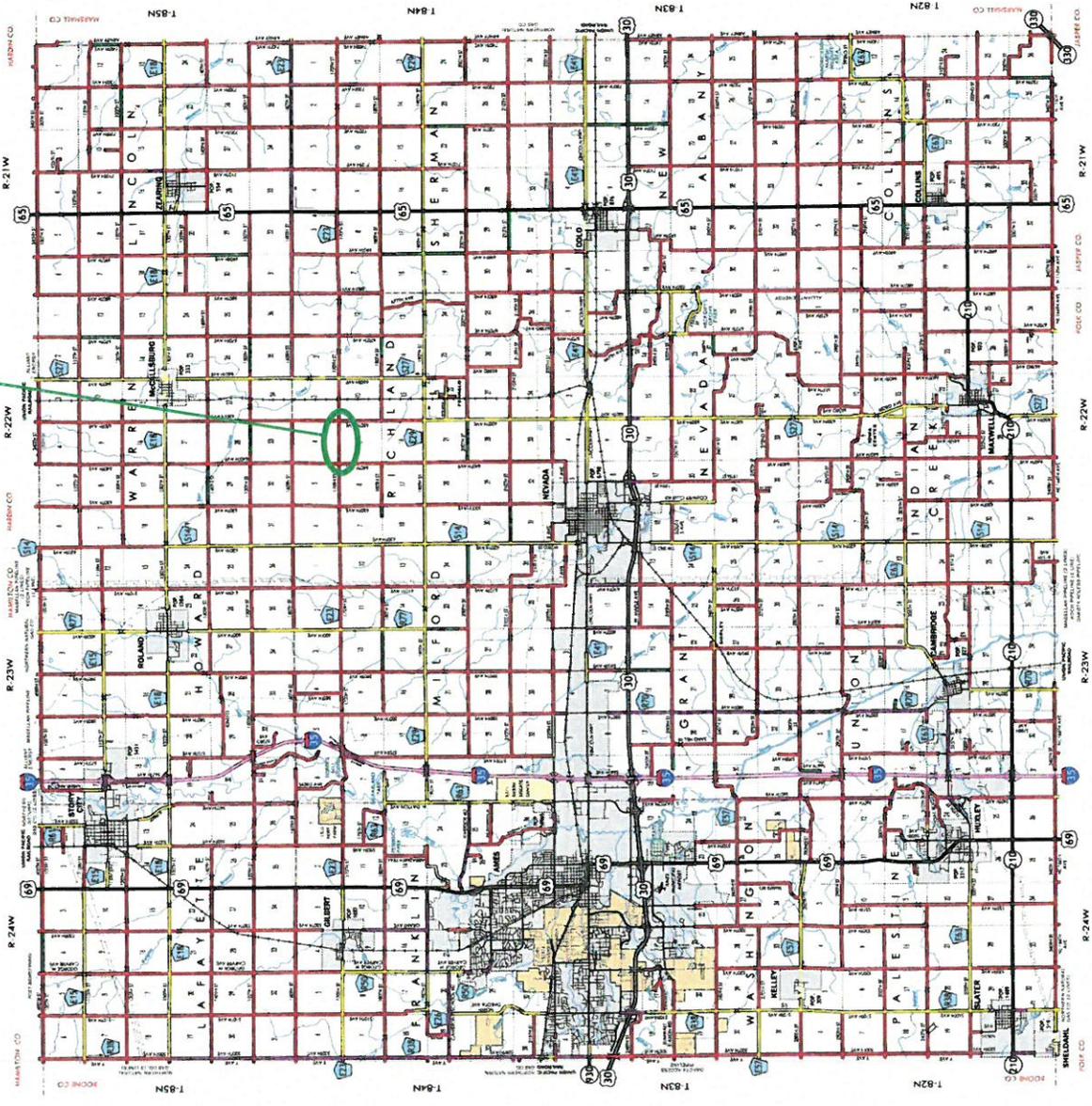
In Cooperation With  
**United States**  
 Department of Transportation  
**JANUARY 1, 2020**

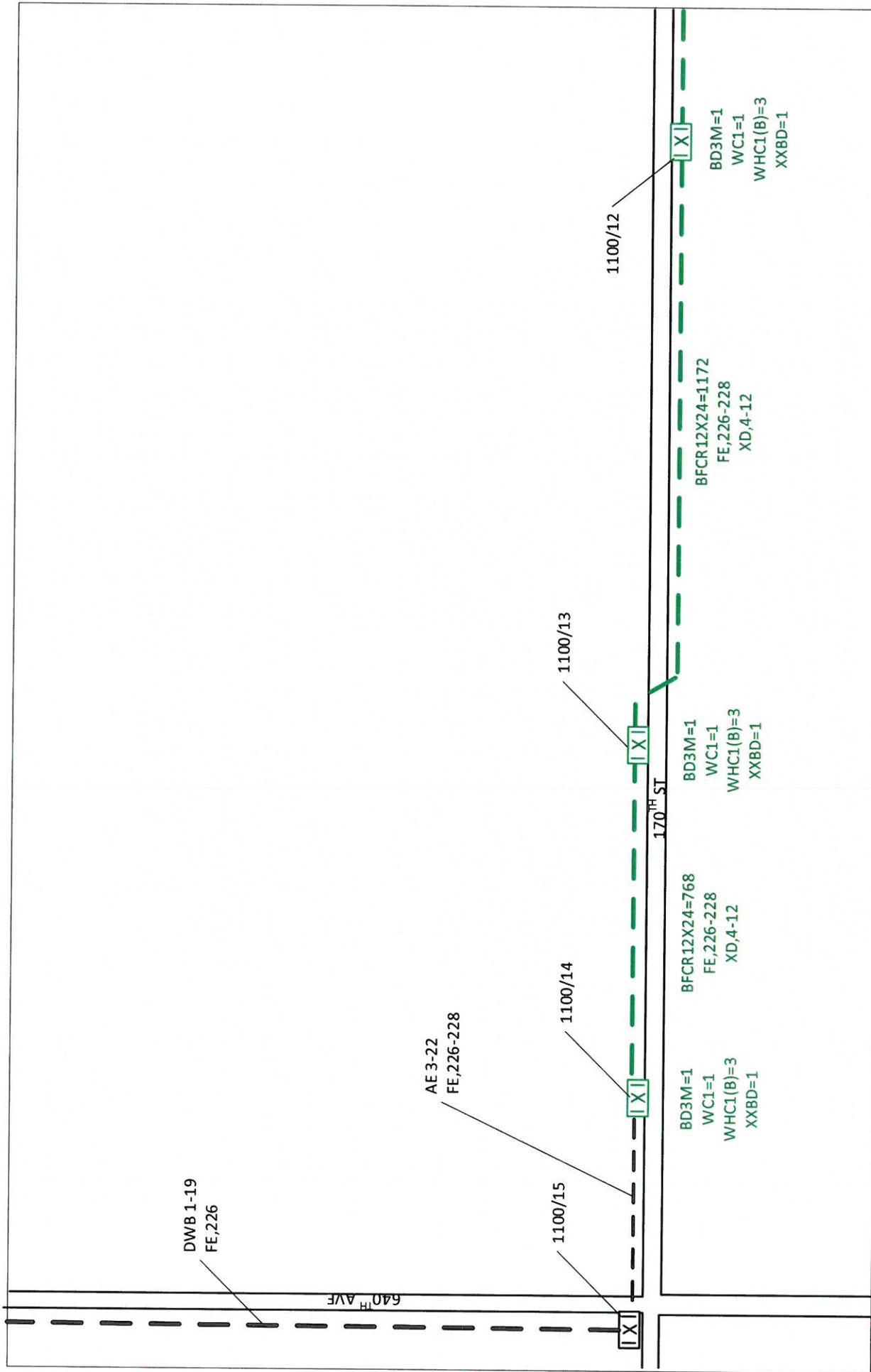


**LEGEND**

	INTERSTATE HIGHWAY
	FEDERAL HIGHWAY
	STATE HIGHWAY
	COUNTY HIGHWAY
	AIRPORT
	RAILROAD
	CANAL
	WATERWAY
	LAKE
	RIVER
	STREAM
	WETLAND
	FOREST LAND
	AGRICULTURAL LAND
	RESIDENTIAL LAND
	COMMERCIAL LAND
	INDUSTRIAL LAND
	PUBLIC LAND
	PRIVATE LAND

WORK AREA



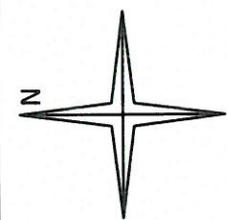
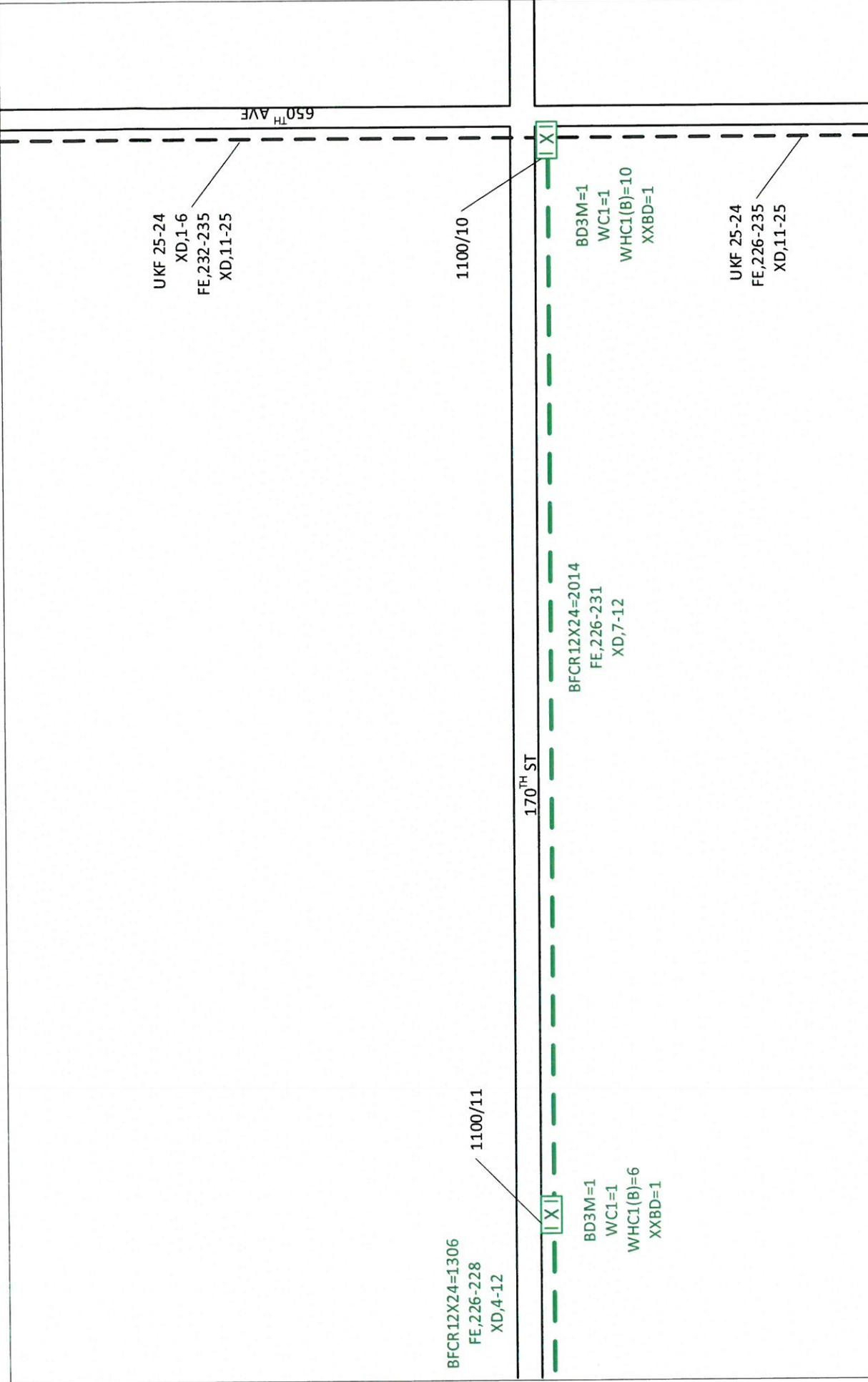


REPLACE DAMAGED CABLE AND PEDS  
ON 170<sup>TH</sup> ST LIKE FOR LIKE.  
ALL 66' RIGHT OF WAYS



ALL KNOWN OBSTRUCTIONS HAVE  
BEEN SHOWN. THOSE AND OTHERS, IF  
ANY, ARE THE RESPONSIBILITY OF THE  
CONTRACTOR OR THE WINDSTREAM CREW.

CALL ONE-CALL 1-800-292-8989 48 HOURS PRIOR TO CONSTRUCTION	
EXCH NAME: NEVD	DATE: 6/4/2021
WO #: 71331970500019	
TITLE: PD NEVDIA P2 REPLACE DAMAGED CABLE ON 170TH AVE	
DRWN: SRS	PRINT: 1



REPLACE DAMAGED CABLE AND PEDS  
ON 170<sup>TH</sup> ST LIKE FOR LIKE



ALL KNOWN OBSTRUCTIONS HAVE  
BEEN SHOWN. THOSE AND OTHERS, IF  
ANY, ARE THE RESPONSIBILITY OF THE  
CONTRACTOR OR THE WINDSTREAM CREW.

CALL ONE-CALL 1-800-292-8989	
48 HOURS PRIOR TO CONSTRUCTION	
EXCH NAME: NEVD	DATE: 6/4/2021
WO #: 71331970500019	
TITLE: PD NEVDIA P2 REPLACE DAMAGED CABLE ON 170TH AVE	
DRWN: SRS	PRINT: 2

## STORY COUNTY UTILITY PERMIT

Date 4/10/21

To the Board of Supervisors, Story County, Iowa:

The Windstream Communications Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at Little Rock, AR, 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 Data communications on secondary route 200th St, from 610th Ave to 61159 200th Street, a distance of 0.16 miles. (EPM 1710 - 71331907000053)

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 6/10/2021

Windstream Communications - Luke Niles  
Name of Company (Applicant - Permittee)

Luke Niles 501-748-5893  
by Phone no.

Recommended for Approval:

Date 6-10-21

 515-382-7355  
County Engineer Phone no.

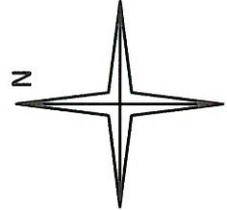
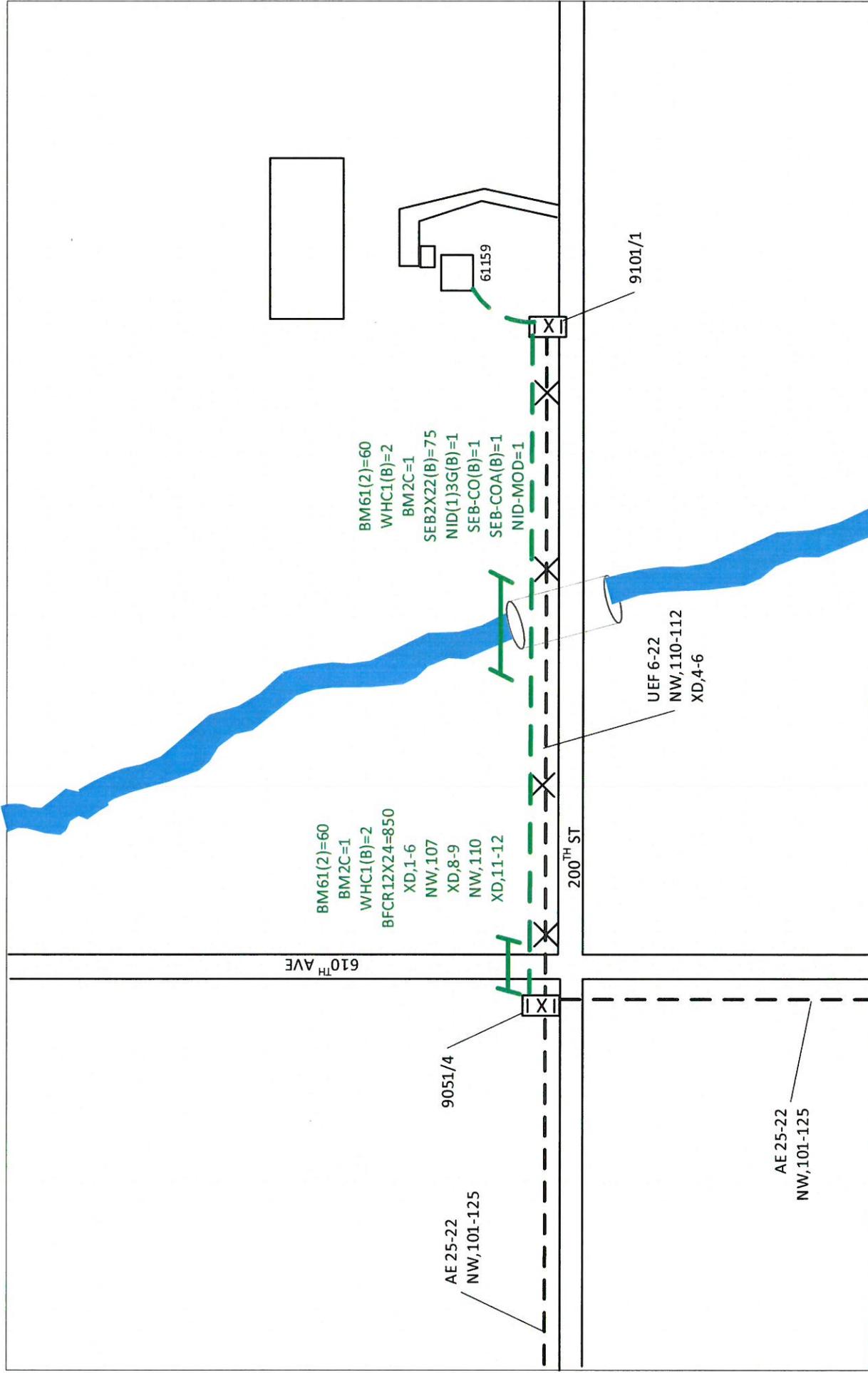
Approved:

Date 6-15-21

  
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.





**windstream**

ALL KNOWN OBSTRUCTIONS HAVE BEEN SHOWN. THOSE AND OTHERS, IF ANY, ARE THE RESPONSIBILITY OF THE CONTRACTOR OR THE WINDSTREAM CREW.

CALL ONE-CALL 1-800-292-8989	
48 HOURS PRIOR TO CONSTRUCTION	EXCH NAME: NEVD
DATE: 6/9/2021	WO #: 71331907000053
TITLE: RP NEVD P2 REPLACE DAMAGED CABLE ON 200 <sup>TH</sup> ST AND DROP	
DRWN: SRS	PRINT: 1

## STORY COUNTY UTILITY PERMIT

Date 6/10/21

To the Board of Supervisors, Story County, Iowa:

The Windstream Communications Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at Little Rock, AR, 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 Data communications on secondary route W 18th St, from WF Ave to 625 W 18th St, a distance of 0.05 miles.

EPM 1699 - 71331201400000

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:
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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.

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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 6/10/2021

Windstream Communications - Luke Niles

Name of Company (Applicant - Permittee)

Luke Niles 501-748-5893  
by Phone no.

Recommended for Approval:

Date 6-12-21

[Signature] 515-382-7355  
County Engineer Phone no.

Approved:

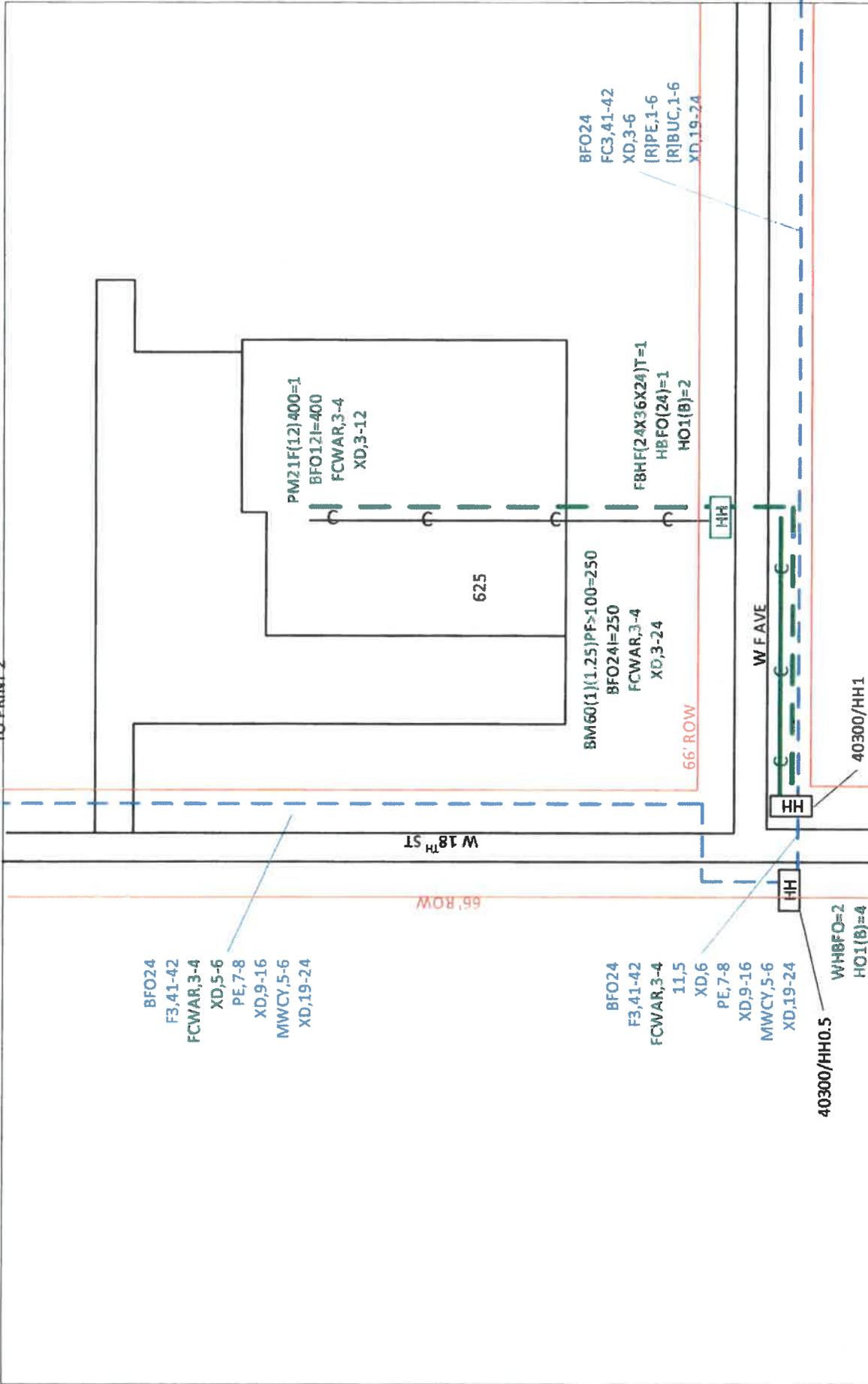
Date 6-15-21

[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.



TO PRINT 2



BFO24  
 F3,41-42  
 FCWAR,3-4  
 XD,5-6  
 PE,7-8  
 XD,9-16  
 MWCY,5-6  
 XD,19-24

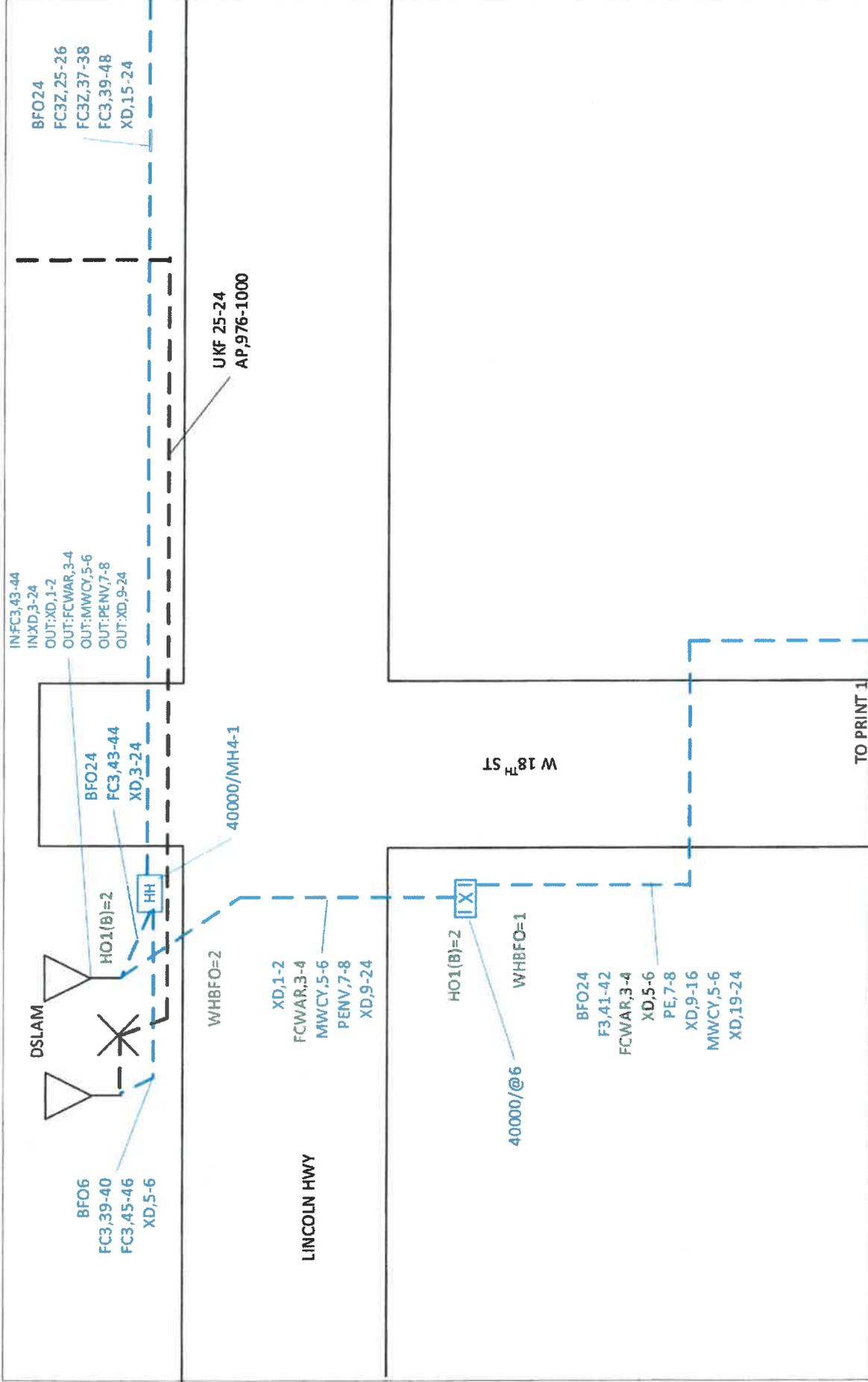
BFO24  
 F3,41-42  
 FCWAR,3-4  
 11,5  
 XD,6  
 PE,7-8  
 XD,9-16  
 MWCY,5-6  
 XD,19-24

40300/HH0.5  
 WHBFO=2  
 HO1(B)=4



ALL KNOWN OBSTRUCTIONS HAVE BEEN SHOWN. THOSE AND OTHERS, IF ANY, ARE THE RESPONSIBILITY OF THE CONTRACTOR OR THE WINDSTREAM CREW.

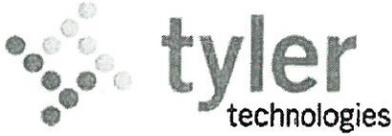
CALL ONE-CALL 1-800-292-8989 48 HOURS PRIOR TO CONSTRUCTION	
EXCH NAME: NEVD	DATE: 6/2/2021
WO #: 71331201400000	
TITLE: FB NEVDIA FB NEVDIA SYNGENTA 625 W 18TH ST	
DRWN: SRS	PRINT: 1



ROUTE PAIR 3-4 FROM DSLAM TO SOUTH  
TO HH THEN INTO SYNGENTA

**windstream**  
ALL KNOWN OBSTRUCTIONS HAVE  
BEEN SHOWN. THOSE AND OTHERS, IF  
ANY, ARE THE RESPONSIBILITY OF THE  
CONTRACTOR OR THE WINDSTREAM CREW.

CALL ONE-CALL 1-800-292-8989	
48 HOURS PRIOR TO CONSTRUCTION	
EXCH NAME: NEVD	DATE: 6/2/2021
WO #: 71331201400000	
TITLE: FB NEVDIA FB NEVDIA SYNGENTA 625 W 18TH ST	
DRWN: SRS	PRINT: 2



**Remittance:**  
 Tyler Technologies, Inc  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

# Invoice

<b>Invoice No</b>	<b>Date</b>	<b>Page</b>
020-129226	06/01/2021	1 of 1

**Questions:**  
 Tyler Technologies- Courts & Justice  
 Phone: 1-800-772-2260 Press 2, then 3  
 Email: ar@tylertech.com



Bill To: Story County Sheriff's Office  
 900 6th St  
 Nevada, IA 50201

Ship To: Story County Sheriff's Office  
 900 6th St  
 Nevada, IA 50201

<b>Cust No.-BillTo-ShipTo</b>	<b>Ord No</b>	<b>PO Number</b>	<b>Currency</b>	<b>Terms</b>	<b>Due Date</b>
44700 - 11935 - 11935	101661		USD	NET30	07/01/2021

Date	Description	Units	Rate	Extended Price
Contract No.: Story County IA				
	CivilServe Annual Support	1	5,970.27	5,970.27
Maintenance: Start: 08/Jun/2021, End: 07/Jun/2022				

**APPROVED**      **DENIED**  
 Board Member Initials: AKH  
 Meeting Date: 6-15-21  
 Follow-up action: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**\*\*ATTENTION\*\***  
 Order your checks and forms from  
 Tyler Business Forms at 877-749-2090 or  
 tylerbusinessforms.com to guarantee  
 100% compliance with your software.

Subtotal	5,970.27
Sales Tax	0.00
Invoice Total	5,970.27

RECEIVED  
JUN 14 2021  
STORY COUNTY  
BOARD OF SUPERVISORS

June 9, 2021

TO: Board of Supervisors, Story County, Iowa

Dear Supervisors,

I am writing to inform you of my resignation from the appointment as Medical Examiner of Story County, verbally tendered to Supervisor Linda Murken and County Attorney Tim Meals on June 9, 2021.

Sincerely,



Jamie Weydert

**APPROVED**      **DENIED**  
Board Member Initials: AKH  
Meeting Date: 6-15-21  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_