

The Board of Supervisors met on 6/6/17 at 10:00 a.m. in the Story County Administration Building. Members present: Marty Chitty and Lauris Olson, with Chitty presiding; Sanders absent. (all audio of meetings available at storycountyia.gov).

MINUTES: 5/26/17 Special Meeting Minutes and 5/30/17 Minutes. Olson moved, Chitty seconded approval of both sets of minutes as presented. Motion carried unanimously (MCU) on a roll call vote.

PERSONNEL ACTIONS: 1) new hire in a) Sheriff's Office, effective 6/14/17, for Carson Linkenmeyer @ \$1,630.05/bw; b) Treasurer's Office, effective 6/6/17, for Shelly Campbell @ \$16.07/hr; 2) promotion in Secondary Roads, effective 6/11/17, for Andrew Naumann @ \$2,596.16/bw.

Olson moved, Chitty seconded approval of Personnel Actions as presented. Roll call vote. (MCU)

Olson requested to remove items 6 and 9 from the Consent Agenda for individual consideration.

6. Contract Between Associated Computer Systems LTD and Information Technology (IT) for software maintenance, effective 8/19/17-8/18/18, for \$4586.40

Olson noted that there are duplicate invoices attached. Olson moved, Chitty seconded approval of item 6 with the note that the duplicate invoice will not be paid. Roll call vote. (MCU)

9. FY18 Provider and Program Participation Agreement with Story Time Child Care, effective 7/1/17-6/30/18

Olson noted the item was submitted without supporting documentation. Olson moved, Chitty seconded the item be removed from consideration. Roll call vote. (MCU)

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

1. FY18 Roadway Maintenance Agreement with the Iowa Department of Transportation for institutional roads within Iowa State University, effective 7/1/17-6/30/18
2. Acknowledgement of Facilities Management Quarterly Report
3. Acknowledgement of IT Quarterly Report
4. Contract with Ames Economic Development Commission (AEDC) for Economic Development Consulting Services, effective 7/1/17, for \$85,000.00
5. Contract with AEDC for Workforce Development Services, effective 7/1/17, for \$25,000.00
7. Renewal of Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor Retail Permit For JJ's Station, 70197 130th Street, Zearing, Iowa, effective 7/1/17-6/30/18
8. FY18 Provider and Program Participation Agreement with Emergency Residence Project, effective 7/1/17-6/30/18
10. Updated Law Enforcement Agency Application for Story County to participate in the federal Defense Logistics Agency Disposition Services 1033 Program for excess military equipment
11. Road Closure Resolution: #17-46
12. Utility Permits: #17-112, #17-113
13. Dark Sky Temporary Fireworks Sales, 56916 241st Street, Grant Township

Roll call vote. (MCU)

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE

SUPERVISORS: Olson reported on recent meetings with the Story County Medical Center board, Secondary Roads, and upcoming website committee and community meetings. Chitty reported on the recent cemetery preservation workshop, and various updates in and around the City of Nevada. He noted the upcoming Board of Health meeting.

Olson moved, Chitty seconded to adjourn at 10:12 a.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Tentative Agenda-Limited
6/6/17

1. CALL TO ORDER: 10:00 A.M.
2. PLEDGE OF ALLEGIANCE:
3. PUBLIC COMMENT #1:
This comment period is for the public to address topics on today's agenda

4. CONSIDERATION OF MINUTES:

- I. 5/26/17 Special Minutes & 5/30/17 Minutes

Department Submitting Auditor

5. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) new hire in a) Sheriff's Office effective 6/14/17 for Carson Linkenmeyer @ \$1,630.05/bw; b) Treasurer's Office effective 6/6/17 for Shelly Campbell @ \$16.07/hr; 2) promotion in Secondary Roads effective 6/11/17 for Andrew Naumann @ \$2,596.16/bw;

Department Submitting HR

6. 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 FY 2018 Roadway Maintenance Agreement With The Iowa Department Of Transportation For Institutional Roads Within Iowa State University Effective 7/1/17-6/30/18

Department Submitting Engineers Office

Documents:

INSTITUTIONAL ROADS MAINT AGREEMENT 7 1 18.PDF

II. Acknowledgement Of Facilities Management Quarterly Report

Department Submitting Auditor

Documents:

QUARTERLY REPORT.PDF

III. Acknowledgement Of Information Technology Quarterly Report

Department Submitting Auditor

Documents:

IT QUARTER.PDF

- IV. Consideration Of Contract With Ames Economic Development Commission For Economic Development Consulting Services Effective 7/1/17 For \$85,000

Department Submitting Board of Supervisors

Documents:

ED SERVICES CONTRACT.PDF

- V. Consideration Of Contract With Ames Economic Development Commission For Workforce Development Services Effective 7/1/2017 For \$25,000

Department Submitting Board of Supervisors

Documents:

WF DEVELOPMENT CONTRACT.PDF

- VI. Consideration Of Contract Between Associated Computer Systems LTD And Information Technology For Software Maintenance, Effective 08/19/17 - 08/18/18, For \$4586.40

Department Submitting Information Technology

Documents:

ACS.PDF

ACS.PDF

- VII. Consideration Of Renewal Of Iowa Retail Permit Application For Cigarette/Tobacco/Nicotine/Vapor Retail Permit For JJ's Station, 70197-130th St., Zearing, Ia., Effective 7/1/17 - 6/30/18

Department Submitting Auditor

Documents:

JJS STATION.PDF

- VIII. Consideration Of FY 18 Provider And Program Participation Agreement With Emergency Residence Project Effective 7/1/17 - 6/30/18

Emergency Residence Project - Emergency Shelter(Not to exceed \$34,500) \$29.24/1 24 Hr Period of Food and Shelter; Transition Housing(Not to exceed \$3,000) \$15.74/1 Day

Department Submitting Board of Supervisors

Documents:

EMERGENCY RESIDENCE PROJECT FY 18 CONTRACT.PDF

- IX. Consideration Of FY 18 Provider And Program Participation Agreement With Story Time Child Care Effective 7/1/17 - 6/30/18

Story Time Child Care - Infant (Not to exceed \$4,250) \$11.51/1 Full Day; Child Care - Children(Not to exceed \$35,974) \$19.51/1 Full Day; Child Care - School Age (Not to exceed \$425) \$.32/1 Partial Day

Department Submitting Board of Supervisors

- X. Consideration Of Updated Law Enforcement Agency Application For Story County To Participation In The 10-33 Program

Department Submitting Sheriff

Documents:

LAW ENFORCEMENT.PDF

- XI. Consideration Of Road Closure Resolution(S): #17-46

Department Submitting Engineers Office

Documents:

RC 17 46.PDF

- XII. Consideration Of Utility Permit(S): #17-112, #17-113

Department Submitting Engineers Office

Documents:

UT 17 112.PDF

17 113.PDF

- XIII. Consideration Of Dark Sky Temporary Fireworks Sales

Department Submitting Planning and Development

Documents:

PLANNING STAFF MEMO.PDF
ZONING APPLICATION MATERIALS.PDF
FIREWORKS CERTIFICATE.PDF
TRAFFIC FLOW.PDF

7. 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.

8. LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS

FROM THE SUPERVISORS:

9. 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 Meeting

Board of Supervisors

6/06/17 - Limited Agenda

NAME

ADDRESS

Paula Jones LNV
Jerry Moore
Leanne Hatten
Brenda Dwyer
Deb Scheldroth

957 Sampson Dr Nevada
Pa D
BOS
BOS
BOS



ROADWAY MAINTENANCE AGREEMENT

INSTITUTION Iowa State University
 AGENCY _____
 COUNTY Story
 CITY _____

This written agreement made and entered into by and between Story County Board of Supervisors, Party of the First Part, and the Iowa Department of Transportation, Party of the Second Part. The parties hereby desire to enter into this roadway maintenance agreement concerning the following roadway:

Institutional roads at Iowa State University (see attached list of roadways)

1. ROUTINE MAINTENANCE

A. Party of the First Part will perform the following routine maintenance:

Winter maintenance such as snow and ice control; Roadside maintenance such as mowing, herbicide application, and maintaining clear channels through and adjoining drainage structures; Pavement maintenance such as patching, joint/crack filling, spot HMA overlays, transverse joint leveling, strip sealing, and edge sealing; Granular surface maintenance of shoulders and roadways such as application and shaping of granular material; Safety appurtenance maintenance such as repair of guardrail and safety grates; Traffic control device maintenance such as replacment of signs and pavement markings;

B. Party of the First Part will perform the above described routine maintenance in compliance with the Iowa Department of Transportation's standard maintenance policies and procedures which include, but are not limited to, the Department's standards for maintenance activities and instructional memorandums. Particularly, Party of the First Part shall comply with:

Approved DOT policies, design guidance, and adopted national manuals (i.e. - MUTCD).

C. Party of the Second Part will perform the following routine maintenance:

None

2. SPECIAL MAINTENANCE

A. Party of the First Part will perform the following special maintenance:

Not applicable

B. Party of the First Part will perform the above described special maintenance in compliance with the Iowa Department of Transportation's standard maintenance policies and procedures which include, but are not limited to, the Department's standards for maintenance activities and instructional memorandums. Particularly, Party of the First Part shall comply with:

Not applicable

C. Party of the Second Part will perform the following special maintenance:

Not applicable

3. PAYMENT

A. It is agreed that payment for the routine maintenance operations will be made after the work has been completed for the fiscal year ending June 30, and payment for maintenance operations will be made after the work has been completed. It is also understood and agreed that the right is reserved by both Parties to review, adjust, or terminate this Agreement at any time, provided however that

District 1

1020 S. 4th Street, Ames, IA 50010

Phone: 515-239-1039 | Email: allison.smyth@iowadot.us

May 24, 2017

Ref:

Darren Moon, P.E.
Story County Engineer
837 N Avenue
Nevada, IA 50201-1411

Subject: Fiscal Year 2018 Roadway Maintenance Agreement with Story County Board of Supervisors for Roads within Iowa State University

Dear Darren,

Enclosed is a copy of the proposed Fiscal Year 2018 Roadway Maintenance Agreement for routine maintenance on institutional roads within Iowa State University.

This agreement will be effective for the period beginning 7/1/2017 and ending 6/30/2018.

The terms of the agreement are the same as last year.

If you accept the proposed agreement, please sign and return a scanned copy by *email* or an original copy by *mail*. A scanned copy will be emailed for your records, and a paper copy can be mailed upon request.

Compensation for the prior fiscal year Roadway Maintenance Agreement will be processed at the end of June.

If you have any questions, please contact me at 515-239-1039 or allison.smyth@iowadot.us.

Sincerely,



Allison Smyth
District 1 Staff Engineer - North Area

cp
Enclosure
cc: Tony Gustafson, IA DOT, District 1
Lance Starbuck, IA DOT, District 1
File

written notice be given either Party at least thirty days prior to such review, adjustment, or termination.

B. Payment for routine maintenance at the rate of \$ \$ 2,000.00 per lane mile per year.

Total lane miles 2.50 at \$ \$ 2,000.00 per lane mile = \$ \$ 5,000.00

C. Payment for special maintenance shall be made as follows:

4. AGREEMENT TIME PERIOD

Beginning Date: 7/1/2017

Ending Date: 6/30/2018

- 5. Party of the First Part agrees to indemnify and save harmless the Party of the Second Part, the State of Iowa, and its agents or employees from any and all causes of action, suits, at law or in equity, for losses, damages, claims or demands, and from any and all liability and expense of whatsoever nature (including reasonable attorney fees), arising out of or in connection with the execution, performance, or attempted performance of this Agreement and work provided herein.
- 6. If any section, provision or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional.
- 7. Party of the First Part will follow all federal and state laws and regulations with regard to worker safety and the handling and disposal of hazardous waste and/or substances in performing any maintenance task.
- 8. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed addendum or amendment to this Agreement.

RECOMMENDED FOR APPROVAL:

Story County Board of Supervisors

(AGENCY) (COUNTY) (CITY) (BOARD)

BY 

TITLE VC

June 6-2017
(DATE)

IOWA DEPARTMENT OF TRANSPORTATION

BY _____
District Engineer

(DATE)

Recommended for approval by:

 5-31-17

Darren R. Moon, P.E. Date

Institutional Roads Maintained by Story County for Iowa State University

#070 – in Sec 17 & 20 – T83N – R24W (2 lane gravel road) 0.25 miles of 2 lane = 0.50 miles

#071 – in Sec 20 & 21 – T83N – R25W (2 lane gravel road) 1.00 miles of 2 lane = 2.00 miles

1.25 miles x 2 lane = 2.50
Total 2.50 miles

Quarter Report

Completed	Work Orders	On-Call
Admin	122	3
GH	21	3
Conservation	32	3
HSC	67	1
Jail	31	5
JC	86	6
Animal Control	5	0
Other	10	0
Total	374	21

Snow days: 1

Changed equipment over from snow removal to mowing season

Roof repairs at Admin

Added glycol to well field at Admin

re-lamped half of I.T.

Generator inspections completed at Admin and JC

replaced tile in Assessor's office

New fire panel installed at Conservation

Continued condensate pan replacement at HSC

Continued indoor painting as time allows

Acknowledgement
APPROVED **DENIED**

Board Member Initials: W. Kelly

Meeting Date: June 6-2017

Follow-up action: _____



Department of Information Technology
Administration Building
900 6th Street, Nevada, Iowa 50201

Ph. 515-382-7300 Fax 515-382-7349
www.storycountyiowa.gov

6/1/2017

Information technology Quarterly Report

June 6, 2017

Acknowledgment
APPROVED **DENIED**
Board Member Initials: *Shelly*
Meeting Date: *June 6-2017*
Follow-up action: _____

E911 Network (MAPSG) firewall upgrades

The new hardware has been installed at Story County and City of Ames. The ISU installation has not been completed. There will be six (6) firewalls installed and 1 spare. Failover between the old 1 gig network and the new 10 gig network still needs work. We discovered this during an unplanned outage a few weeks ago. The automatic failover to the back-up network was not automatic and resulted in an outage.

Multi-agency Storage Array Replacement

New hardware was installed and data was migrated from the old storage to the new. The server hosts are currently being migrated to the new storage, a process that will not result in downtime for the users. During the cut-over we experienced a switch failure and lost some redundancy. This is being addressed and resolved on June 1, 2017.

Firewall Replacements (Story County)

New hardware has been installed and completed with minimal downtime. However, the introduction of new hardware resulted in an issue with the Colo fiber configuration and we experienced severely reduced internet speeds. Central Iowa Broadband (Colo) had to rebuild the configuration devices they use to offer service to Story County. The new firewalls will provide more robustness, better security and faster VPN access for those who use it.

Core Switch Replacement

Vendor will be on-site the week of June 5th to begin transition. Hardware will be racked, cabled, and prepared for the first cut-over at the Admin building that will occur the weekend of June 10th. A second outage will occur the weekend of June 17 when we will transition hardware at the Justice Center. There will be no visible changes for the users



Department of Information Technology
Ph: 515-382-7300 Fax: 515-382-7349

with the new hardware, but the connections to the servers will be 10 times faster and the hardware will be 12 years newer.

Wireless Network Replacement

We decided to go with a solution that does not require a central controller, which makes it more cost effective, easier to manage and requires less time to install. The implementation has gone smoothly and we were able to perform installation of the different units when time allowed – not all at once with extended downtimes as with many other systems. All devices have been replaced except for those in a portion of the Justice Center, which will be completed by the end of the month.

Software Training

Due to scheduling constraints, the Excel training for SC employees has been delayed until later in the year. Loss of staff and unplanned projects have put us behind schedule on this but has allowed time for us to prepare better documentation and find resources.

Website Refresh

A committee has been formed and has met for the first time. We reviewed examples of sites that appealed to us both in form and content. We are looking for ways to get input from the public on what they would like to see on the Story County website. We are two (2) version behind on our current application and Civic Plus will give a demo of their new product at the next meeting, which is scheduled for June 7, 2017.

Document e-sign

Several options were presented to members of the Sheriff's Office for evaluation. Cost and volume capabilities will be the main deciding factors as most products operate in a similar fashion. There will be a 30-day trial of DocuSign to see if this option will meet our needs.

Managed Print Solutions

Seven (7) copiers formerly leased through Premier, have been collected, cleaned, all accessories collected and packaged, the data has been wiped from all the internal drives, and finally shipped back to US Bank leasing in Minnesota. The list includes copiers from the following offices: Treasurer, Recorder, Auditor, and the County Attorney (4).



Department of Information Technology
Ph. 515-382-7300 Fax: 515-382-7349

Recent additions to the original contract include a printer for E911, and a copier for the Auditor's Office.

RFP for Radio Project (Sheriff's Office)

IT is assisting with the selection of a consultant for the 2017 Radio Technology and Systems implementation. We reviewed eight (8) RFP submissions and will begin live interviews with five (5) of the consultants the week of June 12, 2017

Staffing Changes

Computer Support Analyst Scott Fay has left employment through the County and has accepted a position in Minnesota. He was a great asset to the IT team and will be greatly missed. We are currently interviewing new applicants and will complete the first round of interviews soon.

CONTRACT FOR ECONOMIC DEVELOPMENT SERVICES

THIS AGREEMENT, made and entered into the 1st day of July, 2016, by and between **STORY COUNTY, IOWA**, an Iowa Municipal Corporation whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, organized and existing pursuant to the laws of the State of Iowa (hereinafter called "County") and the Ames Economic Development Commission, an adjunct of the Ames Chamber of Commerce (hereinafter called the AEDC) whose mailing address and telephone number is 304 Main Street, Ames, Iowa 50010, telephone 515-232-2310.

WITNESSETH THAT:

WHEREAS, the County desires to purchase certain services from said organization in lieu of hiring additional permanent staff and expending additional County funds to accomplish these services;

NOW, THEREFORE, the parties hereto have agreed and do agree as follows:

I

PURPOSE AND INTENT

The purpose of this Agreement is to procure for the County and its citizens in the unincorporated areas of Story County and those communities with 2010 *US Census* population of less than 2,000 persons wholly located in Story County ("Story County and communities") certain economic development-related services as hereinafter described and set out; to establish the methods, procedures, terms and conditions governing payment by the County for such services; and, to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

II

SCOPE OF SERVICES

A. In consideration for the payment of \$85,000 in accordance with Section III, the AEDC shall provide the following economic development related services to the County and its citizens in the unincorporated areas of Story County and those communities with 2010 *US Census* population of less than 2,000 persons wholly located in Story County ("Story County and communities") during the term of this agreement:

- 1) The AEDC will serve as the lead contact for business representatives hoping to locate in or to expand in Story County and communities. In this capacity the President of the AEDC will respond to information requests, coordinate the completion and submittal of state and local incentive applications, and show available industrial and commercial sites to prospects.
- 2) The AEDC will change the title of their main representative providing these scope of services to eliminate any confusion or potential confusion that this position is employed by Story County and/or has any employment relationship, management responsibilities or independent decision-making authority related to his or her assigned tasks and obligations under this contract.
- 3) The AEDC will visit annually with all major companies to identify challenges and opportunities facing businesses in Story County and communities.

- 4) The AEDC will serve as the primary marketing entity for business recruitment to highlight Story County and communities.
- 5) The AEDC will deploy an aggressive marketing campaign that will focus on targeted industries such as ag-biotechnology and advanced manufacturing businesses that do not overtax our infrastructure.
- 6) The AEDC will assess, update and implement the economic development recommendations of Story County and communities' Comprehensive Plan(s). The AEDC will educate management, staff and elected officials on market trends affecting Story County and communities' economic condition(s) and provide guidance on policies necessary to improve economic conditions.
- 7) The AEDC will provide information and guidance for new and existing businesses in obtaining financial incentives.
- 8) The AEDC will actively pursue new retail, industrial, and commercial businesses to occupy vacant or underutilized properties within Story County and communities.
- 9) The AEDC will develop a database of key contacts for major commercial and industrial companies suitable for recruitment to Story County and communities.
- 10) The AEDC will serve as a liaison for Story County and communities to local businesses to support their retention and to encourage their expansion within Story County and communities.
- 11) The AEDC will develop and maintain a comprehensive database of commercial and industrial properties within Story County and communities available for development or reuse. Story County will receive a current copy of the aforementioned database in a standard format two-weeks before the termination of this contract.
- 12) The AEDC will develop and distribute hardcopy marketing materials and collaborate with Story County and communities' IT professionals for electronic version marketing materials.
- 13) The AEDC will maintain information regarding grants, loans and incentives for business development with Story County and communities.
- 14) The AEDC will report quarterly to the Story County Board of Supervisors on related activities beginning in July 2016.

B. Quarterly reports, written reports and/or Power Point presentations and supporting documentation are due by Thursday, 1 pm, prior to the regularly scheduled Tuesday Board of Supervisors meeting at which an oral report or presentation is to be made.

Reports will include explanations of why specific activities and programs are undertaken plus who is likely to directly benefit and estimations or projections of the immediate to two-year economic impacts.

In addition, the AEDC will keep the Supervisors, individually and/or collectively up-to-date on specific efforts and projects as requested.

AEDC will recognize the Story County Board of Supervisors' intent to take a lead role in facilitating housing rehabilitation and new housing construction for residents in the low to average-income ranges in Story County.

AEDC will provide support and assistance on housing issues, cooperating with any organizational or leadership efforts the Board of Supervisors undertakes and coordinating with any housing initiatives, it may implement.

The primary representative of AEDC responsible for performing or coordinating the fulfillment of the scope of services will not engage in any local, state or federal lobbying activities on behalf of the Ames Economic Development Commission and the Ames Chamber of Commerce, and/or their affiliates.

**III
METHOD OF PAYMENT**

- A. Payment for services will be made by County according to the following schedule:
 - July 1, 2017 - \$25,000
 - October 1, 2017 - \$20,000
 - January 1, 2018 - \$20,000
 - April 1, 2018 - \$20,000
- B. On or before June 30, 2018, the AEDC will provide electronically, itemization of costs incurred. AEDC will make available all receipts if requested by the County.
- C. The maximum total amount payable by the County under this agreement is \$85,000 as detailed in the SCOPE OF SERVICES (Section II of this contract), and no greater amount shall be paid.

**IV
FINANCIAL ACCOUNTING AND ADMINISTRATION**

- A. All monies disbursed under this Agreement shall be accounted for by the accrual method of accounting.
- B. Monies disbursed to AEDC by the County will be deposited by AEDC in an account under the AEDC's name, with a bank located in Story County, Iowa. All checks drawn on the said account shall bear a memorandum line on which the drawer shall note the nature of the costs for which the check is drawn in payment, and the program(s) of service.
- C. All costs shall be supported by documentation evidencing in proper detail the nature and propriety of the charges. All checks or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified as such and readily accessible for examination and audit by the County or its authorized representative without notice and upon request by the County.
- D. All records shall be maintained in accordance with procedures and requirements as established by the Story County Auditor, and the Story County Auditor may, prior to any disbursement under this Agreement, conduct a pre-audit of record keeping and financial accounting procedures of the AEDC for the purpose of determining changes and modifications necessary with respect to accounting for funds made available hereunder. All records and documents required by this Agreement shall be maintained for a period of three (3) years following final disbursement by the County.
- E. Unless otherwise required by applicable laws, AEDC shall allow the County access to all books and records for purposes of auditing or reviewing AEDC's claims, upon request by the County.
- F. AEDC's failure to provide access pursuant to this section (the entirety of Section IV as contained herein) shall constitute a material breach of the Contract for Economic Development Services.

**V
DURATION**

- A. This Agreement shall be in full force and effect from and after July 1, 2016, until June 30, 2017.
- B. **EXTENSION.** If mutually agreeable to County and AEDC, this Agreement may be extended. Such extension will be documented by written amendment, duly signed and dated by both parties. However, either party may terminate this contract due to non-fulfillment with 30 day's prior written notice.

**VI
REQUIREMENTS**

AEDC hereby agrees to perform all duties in accordance with all state and federal laws and regulations. AEDC assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this agreement by the Provider.

**VII
ASSIGNMENT**

Neither party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.

**VIII
APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL**

This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree that all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa. The parties hereby waive removal of any issue hereunder to the federal courts. This Agreement and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.

**IX
INDEPENDENT CONTRACTOR**

It is understood that AEDC is an independent professional contractor and that AEDC will not in any event be construed as or hold itself out to be an employee or agent of the County. It is further agreed that at no time will the AEDC or the work efforts of the AEDC be under the supervision or control of the County, although AEDC agrees to comply with all reasonable requests and regulations applicable to any other business invitee of the County. It is also agreed that AEDC, as an independent contractor, is not restricted to working exclusively for the County during the term of the Agreement.

**X
INSURANCE AND TAXES**

AEDC is responsible for Workers Compensation, Disability, Unemployment, Automobile Insurance, and any other insurance required by the State of Iowa and will provide certificates of insurance to the County on an annual basis. AEDC is also responsible for payment of State and Federal taxes, and any other applicable tax. AEDC is not eligible for any benefits the County may provide for its employees.

**XI
CONFIDENTIALITY**

AEDC agrees to comply fully with confidentiality in compliance with all laws and regulations regarding protected health information.

IN WITNESS WHEREOF the parties hereto have, by their authorized representatives, set their hand and seal as of the date first above written.

STORY COUNTY, IOWA

BY 

DATE June 6-2017

ATTEST:



DATE 6.6.17

AMES ECONOMIC DEVELOPMENT COMMISSION

BY 
Daniel A. Culhane, President/CEO

DATE 5/30/17

Print Name:

Daniel A. Culhane

CONTRACT FOR WORKFORCE DEVELOPMENT SERVICES

THIS AGREEMENT, made and entered into the 1st day of July, 2016, by and between **STORY COUNTY, IOWA**, an Iowa Municipal Corporation whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, organized and existing pursuant to the laws of the State of Iowa (hereinafter called "County") and the Ames Economic Development Commission, an adjunct of the Ames Chamber of Commerce (hereinafter called the AEDC) whose mailing address and telephone number is 304 Main Street, Ames, Iowa 50010, telephone 515-232-2310.

WITNESSETH THAT:

WHEREAS, the County desires to purchase certain services from said organization in lieu of hiring additional permanent staff and expending additional County funds to accomplish these services.

NOW, THEREFORE, the parties hereto have agreed and do agree as follows:

I PURPOSE AND INTENT

The purpose of this Agreement is to procure for the County and its citizens assistance in developing and promoting workforce development strategies, including the project management of the Home Base Iowa initiative as hereinafter described and set out; to establish the methods, procedures, terms and conditions governing payment by the County for such services; and, to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

II SCOPE OF SERVICES

A. In consideration for the payment of \$25,000 in accordance with Section III, the AEDC shall provide the following services to the County and its citizens during the term of this agreement the AEDC agrees to:

- 1) Report quarterly to the Story County Board of Supervisors on related activities. Reports will include explanations of why specific activities and programs are undertaken and likely beneficiaries. In addition, the AEDC will keep the Supervisors, individually and/or collectively up-to-date on specific efforts and projects as requested.
- 2) Identify target targeted workforce for specific priorities and programs;
- 3) Identify workforce education and training objectives;
- 4) Construct linkages with the private sector, including those businesses and companies located in unincorporated Story County;
- 5) Design and implement a relevant workforce education and training strategy strategies;
- 6) Coordinate and work cooperatively with other work force initiatives and/or programs supported or funded by the BOS when requested.
- 7) Conduct ongoing monitoring and evaluation;
- 8) Maintain database of inquiries into the Home Base Iowa initiative; and
- 9) Design marketing materials for Home Base Iowa initiative and actively market said program through variety of ways, including, but not limited to, written campaigns, social media, and print media.; and
- 10) The main person responsible for performing or coordinating fulfillment of the scope of services will not engage in any local, state or federal lobbying activities on behalf of the Ames Economic Development Commission and the Ames Chamber of Commerce, and/or their affiliates.

III
METHOD OF PAYMENT

- A. Payment for services will be made by County according to the following schedule:
 - July 1, 2017 - \$15,000
 - January 1, 2018 - \$10,000
- B. On or before June 30, 2018, the AEDC will provide electronically, itemization of costs incurred. AEDC will make available all receipts if requested by the County.
- C. The maximum total amount payable by the County under this agreement is \$25,000 as detailed in the SCOPE OF SERVICES (Section II of this contract), and no greater amount shall be paid.

IV
FINANCIAL ACCOUNTING AND ADMINISTRATION

- A. All monies disbursed under this Agreement shall be accounted for by the accrual method of accounting.
- B. Monies disbursed to AEDC by the County will be deposited by AEDC in an account under the AEDC's name, with a bank located in Story County, Iowa. All checks drawn on the said account shall bear a memorandum line on which the drawer shall note the nature of the costs for which the check is drawn in payment, and the program(s) of service.
- C. All costs shall be supported by documentation evidencing in proper detail the nature and propriety of the charges. All checks or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified as such and readily accessible for examination and audit by the County or its authorized representative without notice and upon request by the County.
- D. All records shall be maintained in accordance with procedures and requirements as established by the Story County Auditor, and the Story County Auditor may, prior to any disbursement under this Agreement, conduct a pre-audit of record keeping and financial accounting procedures of the AEDC for the purpose of determining changes and modifications necessary with respect to accounting for funds made available hereunder. All records and documents required by this Agreement shall be maintained for a period of three (3) years following final disbursement by the County.
- E. Unless otherwise required by applicable laws, AEDC shall allow the County access to all books and records for purposes of auditing or reviewing AEDC's claims, upon request by the County.
- F. AEDC's failure to provide access pursuant to this section (the entirety of Section IV as contained herein) shall constitute a material breach of the Contract for Economic Development Services.

V
DURATION

- A. This Agreement shall be in full force and effect from and after July 1, 2016, until June 30, 2017.
- B. EXTENSION. If mutually agreeable to County and AEDC, this Agreement may be extended. Such extension will be documented by written amendment, duly signed and dated by both parties. However, either party may terminate this contract due to non-fulfillment with 30 day's prior written notice.

**VI
REQUIREMENTS**

AEDC hereby agrees to perform all duties in accordance with all state and federal laws and regulations. AEDC assures that no person shall on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this agreement by the Provider.

**VII
ASSIGNMENT**

Neither party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.

**VIII
APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL**

This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree that all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa. The parties hereby waive removal of any issue hereunder to the federal courts. This Agreement and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.

**IX
INDEPENDENT CONTRACTOR**

It is understood that AEDC is an independent professional contractor and that AEDC will not in any event be construed as or hold itself out to be an employee or agent of the County. It is further agreed that at no time will the AEDC or the work efforts of the AEDC be under the supervision or control of the County, although AEDC agrees to comply with all reasonable requests and regulations applicable to any other business invitee of the County. It is also agreed that AEDC, as an independent contractor, is not restricted to working exclusively for the County during the term of the Agreement.

**X
INSURANCE AND TAXES**

AEDC is responsible for Workers Compensation, Disability, Unemployment, Automobile Insurance, and any other insurance required by the State of Iowa and will provide certificates of insurance to the County on an annual basis. AEDC is also responsible for payment of State and Federal taxes, and any other applicable tax. AEDC is not eligible for any benefits the County may provide for its employees.

**XI
CONFIDENTIALITY**

AEDC agrees to comply fully with confidentiality in compliance with all laws and regulations regarding protected health information.

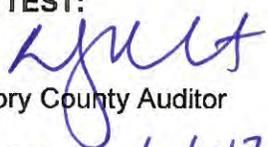
IN WITNESS WHEREOF the parties hereto have, by their authorized representatives, set their hand and seal as of the date first above written.

STORY COUNTY, IOWA

BY -vc
Chairperson, Story County Board of Supervisors

DATE 

ATTEST:


Story County Auditor

DATE 6.6.17

AMES ECONOMIC DEVELOPMENT COMMISSION

BY 
Daniel A. Culhane, President/CEO

DATE 5/30/17

Print Name:

Daniel A. Culhane

Billing/Shipping Information	
Default Bill To Story County Information Technology 900 6th Street Nevada, IA 50201 Information Technology	Default Ship To Story County Information Technology 900 6th Street Nevada, IA 50201 Information Technology

Pricing Details		
Line Description	Qty	Extended Price
1 Location: Nevada, IA		
2 Endpoint Security for Business - 250-499 Node 1 YR EDU/GOV Maintenance Renewal - Start Date: 08/19/2017 through End Date: 08/18/2018	275.00	\$ 2,789.60
3 Security for Virtualization Server 10-14U - Start Date: 08/19/2017 through End Date: 08/18/2018	10.00	\$ 431.20
4 Security For Mail SVR US ED 250-499U 1YR Add on - Start Date: 08/19/2017 through End Date: 08/18/2018	300.00	\$ 1,365.60
5 Notes and Assumptions		
6 Maintenance Renewal - - - As a convenience to our client, ACS will automatically send a renewal invoice 90 days prior to contract expiration for all maintenance contracts. Payment should be received at least 20 days prior to the expiration date to ensure a continuation of service.		
	Total	\$ 4,586.40
	Estimated Sales Tax	
	Grand Total	\$ 4,586.40

Remit To
Associated Computer Systems 11122 Aurora Avenue Des Moines, IA 50322

Terms and Conditions

Payment Terms - Payment in full is due upon receipt of invoice.

MSA - This order is entered in conjunction with the ACS Master Service Agreement (MSA) and the terms of the MSA are incorporated as if set forth in full in this Order. If you have not executed an MSA, you can review a copy at www.acsLtd.com/MSA or a copy will be provided to you on request. By signing this Order you acknowledge that you have had an opportunity to review the terms of the MSA and that you agree to the terms of both this Order and the MSA.

Taxes - All applicable taxes are the responsibility of the purchaser. Tax-exempt entities must provide appropriate exemption documentation.

Freight - If shipping charges are incurred and are known at the time of invoicing, they will be included on the invoice; otherwise they will be invoiced separately.

Pricing - Prices from manufacturers are subject to change. ACS will attempt to honor pricing on all proposals for 30 days from the proposal date.

Down Payment - Orders over \$25,000 require a 25% down payment with the order (unless financed). The remaining balance is due upon delivery of equipment to ACS or buyer.

Finance Charge - A Finance Charge is applied to all past due invoice over 30 days. The Annual Percentage Rate (APR) is 18.0%.

Warranty - All warranties are per the manufacturer, as applicable. The manufacturer or their designated representative will provide all warranty maintenance of equipment defined in this proposal. The manufacturer is solely responsible for the performance of the equipment under normal working conditions.

Customer Acceptance	
I have read and agree to the above Terms and Conditions.	
Project 1YR Maintenance Renewal	Grand Total \$ 4,586.40
Quote 118945 - 2	
Date: _____	PO#: _____
Print Name: _____	Title: _____
Signature: _____	Finance Y/N: _____



For period July 1, 20 17 through June 30, 20 18

PLEASE TYPE OR PRINT LEGIBLY

Please mail this completed application to your local jurisdiction. If you have any questions call your city clerk (within city limits) or your county auditor (outside city limits).

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

APPROVED
Board Member Initials: MW
Meeting Date: Jan 6 2017
Follow-up action: _____

Business information:

Trade Name/DBA: JJ's Station
Physical Location Address: 70197 130th St. City: Zearing ZIP: 50278
Mailing Address: Po Box 157 City: Zearing State: IA ZIP: 50278
Business Phone Number: (641) 487-7540

Legal Owner Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP
Legal Owner: Josh and Jennifer Thomason
(Name of sole proprietor, partnership, corporation, LLC, or LLP)
Mailing Address: 20016 270th St. City: Hubbard State: IA ZIP: 50122
Phone Number: (402) 599-0106 Fax Number: () Email: _____

Retail Information:

Types of Sales: Over-the-counter Vending machine
Does the Establishment sell vapor products/alternative nicotine products only? Yes No

Type of Establishment

Bar Convenience store/gas station Drug store Hotel/motel Liquor store
Restaurant Tobacco store Alternative nicotine/vapor store
Has vending machine that assembles cigarettes Other

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

SIGNATURE OF OWNER, PARTNER(S), OR CORPORATE OFFICIAL

Name (please print) Jennifer Thomason Name (please print) Josh Thomason
Signature [Signature] Signature [Signature]
Date 5-30-17 Date 5-30-17

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

Amount Paid: \$50.00
Date issued _____
Permit Number 2017-85-09

New
Renewal

Please send completed/approved copy to:
Iowa Department of Commerce, Alcoholic Beverages Division
Name of Issuing City or County _____

RECEIVED

MAY 30 2017

Story County
Provider and Program Participation Agreement STORY COUNTY
BOARD OF SUPERVISORS

THIS AGREEMENT (the Agreement), entered into this First day of July, 2017 is by and between **Story County** and **Emergency Residence Project** (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, description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and Story County shall not use each other's name, symbol or service mark without prior written approval of the other party.

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

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

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

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

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

Emergency Residence Project
225 S. Kellogg Av.
Ames, IA 50010
Attention: Camie Moser

Section 9.10 Laws. This contract is governed by the laws of the State of Iowa with venue in Story County District Court.

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

COUNTY:

PROVIDER:

Emergency Residence Project

By: 

By: 

Print Name: MAXINE CHERRY

Print Name: Carrie Dannwald

Print Title: Story County Board of Supervisors

Print Title: Executive Director

Date: Jan 4-2017

Date: 5/8/17

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2018

Service Description	Unit of Service	Rate
Emergency Shelter Not to Exceed \$34,500	1 24 Hour Period of Food and Shelter	\$29.24
Transitional Housing Not to Exceed \$3,000	1 Day	\$15.74

New
 Update

LAW ENFORCEMENT AGENCY (LEA) APPLICATION FOR PARTICIPATION

This application must be updated and resubmitted within 30 days of any changes

Federal State Tribal Federal Agencies only: (Parent Affiliate i.e. DOJ): _____

2YTXXX DODAAC (Update Only): _____

AGENCY: Story County Sheriff's Office

PHYSICAL ADDRESS (No P.O. Box): 1315 South B Ave

CITY: Nevada

STATE: IA

ZIP: 50201

*****AGENCY MUST HAVE AT LEAST 1 FULL-TIME OFFICER TO PARTICIPATE IN THE PROGRAM***
INDICATE THE NUMBER OF COMPENSATED OFFICERS WITH ARREST AND APPREHENSION AUTHORITY**

FULL-TIME: 31 PART-TIME: 0

SCREENER POC(s): INCLUDE EMAIL ADDRESS AND DIRECT CONTACT PHONE NUMBER IF AVAILABLE

***MAIN POC: Is the Primary POC for requests and property pickup**

	NAME: LAST, FIRST	EMAIL	PHONE #
*SCREENER/MAIN POC	Backous, Gary	gbackous@storycountyiowa.gov	515-382-7457
SCREENER/POC #2	Quinn, Elizabeth	equinn@storycountyiowa.gov	515-382-7473
SCREENER/POC #3	Lennie, Nicholas	nlennie@storycountyiowa.gov	515-382-7478
SCREENER/POC #4	Andersen, Micah	mandersen@storycountyiowa.gov	515-382-7532
WEAPON/POC	Backous, Gary	gbackous@storycountyiowa.gov	515-382-7457
AIRCRAFT/POC			
VEHICLE/POC	Backous, Gary	gbackous@storycountyiowa.gov	515-382-7457

NOTICE: LAW ENFORCEMENT ACTIVITIES ARE DEFINED AS: GOVERNMENTAL AGENCIES WHOSE PRIMARY FUNCTION IS THE ENFORCEMENT OF APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND WHOSE COMPENSATED LAW ENFORCEMENT OFFICERS HAVE THE POWERS OF ARREST AND APPREHENSION.

Upon acceptance into the Program, I understand that I have 30 days to familiarize myself with the State Plan of Operation and all Program guidance that is provided by the State Coordinator and that by signing, I certify that all information contained above is valid and accurate (N/A for Federal Agencies).

By signing this I/we certify under penalty of perjury that the foregoing is true and correct. Making a false statement may result in judicial actions or prosecution under 18 USC § 1001.

CHIEF LAW ENFORCEMENT OFFICIAL/
HEAD OF LOCAL AGENCY

Paul H. Fitzgearld

DATE:

5-30-17

PRINTED NAME

Paul H Fitzgearld
SIGNATURE

STATE COORDINATOR/SPOC:
(NOT REQUIRED FOR FEDERAL AGENCIES)

PRINTED NAME

DATE:

SIGNATURE

LESO Team Lead Approval

Rick Sanders, Chairman

DATE:

June 6 - 2017

AP Version: 2/5/16

STORY COUNTY UTILITY PERMIT

Date 6-1-17

To the Board of Supervisors, Story County, Iowa:

The Interstate Power + Light Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at 1284 XE PL Ames IA 50014, 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 Primary Electric on secondary route 620th Ave, from Pole Infront of 21341 to Property Line, a distance of 10 foot miles.

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

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:

Pole and install 25 KV cable from Pole to Property Line of 21341 620th Ave to small electric service to NW house

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 1 July 2017

Interstate Power and Light
Name of Company (Applicant - Permittee)

Michael Eilderts 515-268-3433
by ME Phone no.

Recommended for Approval:

Date 6-1-17

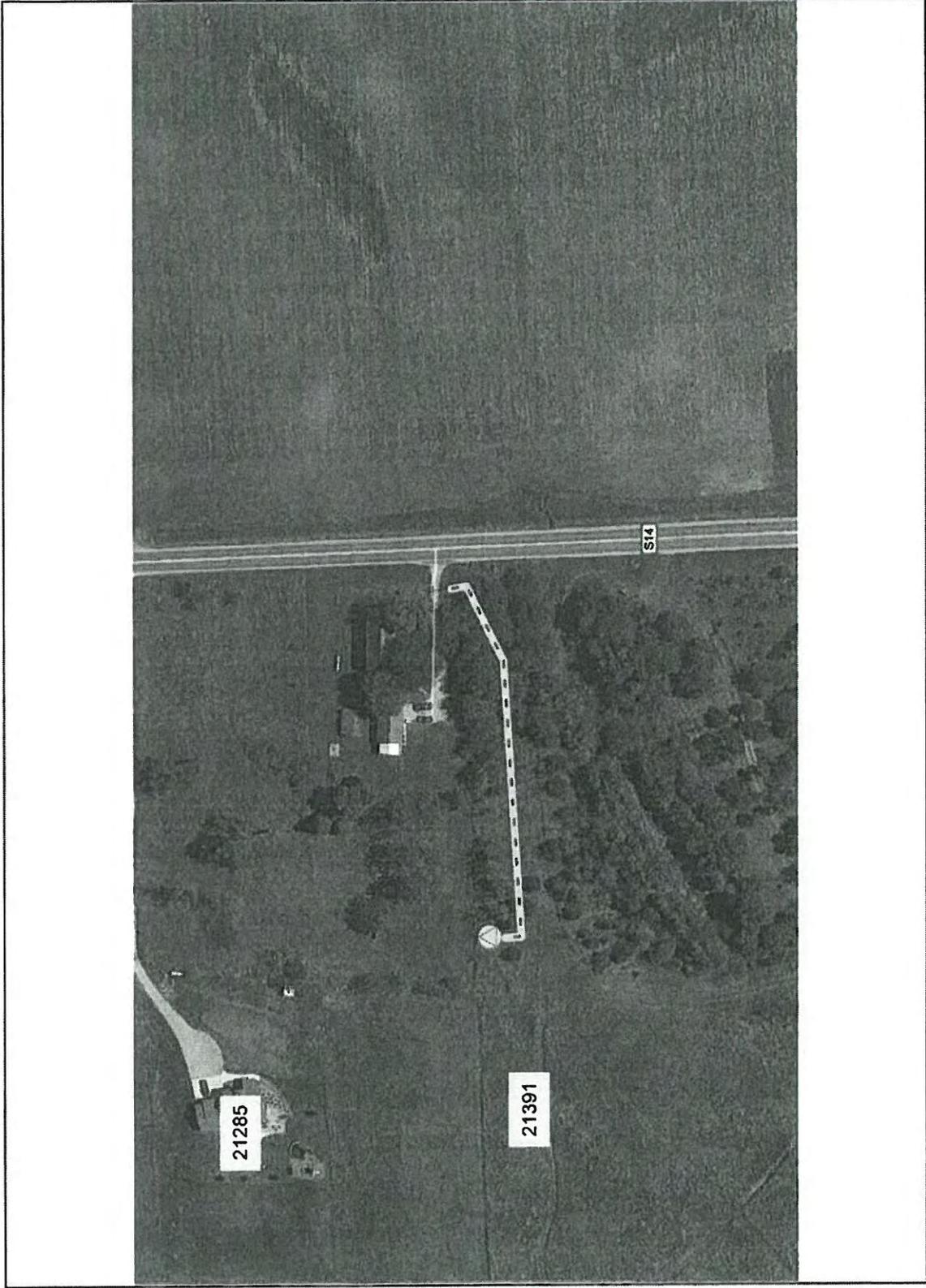
James Mow 515-382-7355
County Engineer Phone no.

Approved:

Date June 6, 2017

Shirley
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.



electric power to new house 21391



STORY COUNTY UTILITY PERMIT

Date June 1 2017

To the Board of Supervisors, Story County, Iowa:

The Colo Telephone Company Company, incorporated under the laws of Iowa, with its principal place of business at 303 Main Street, Colo, Iowa 50056, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Buried Fiber Optic cable on secondary route 580th Ave, from Corner of 190th Street south to 19158 580th Ave, a distance of approximately 600 feet miles.

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

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

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

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

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

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

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

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

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

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

Date June 1, 2017

Colo Telephone Company
Name of Company (Applicant - Permittee)

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

Recommended for Approval:

Date 6-1-17

Carroll Moon 515-382-7355
County Engineer Phone no.

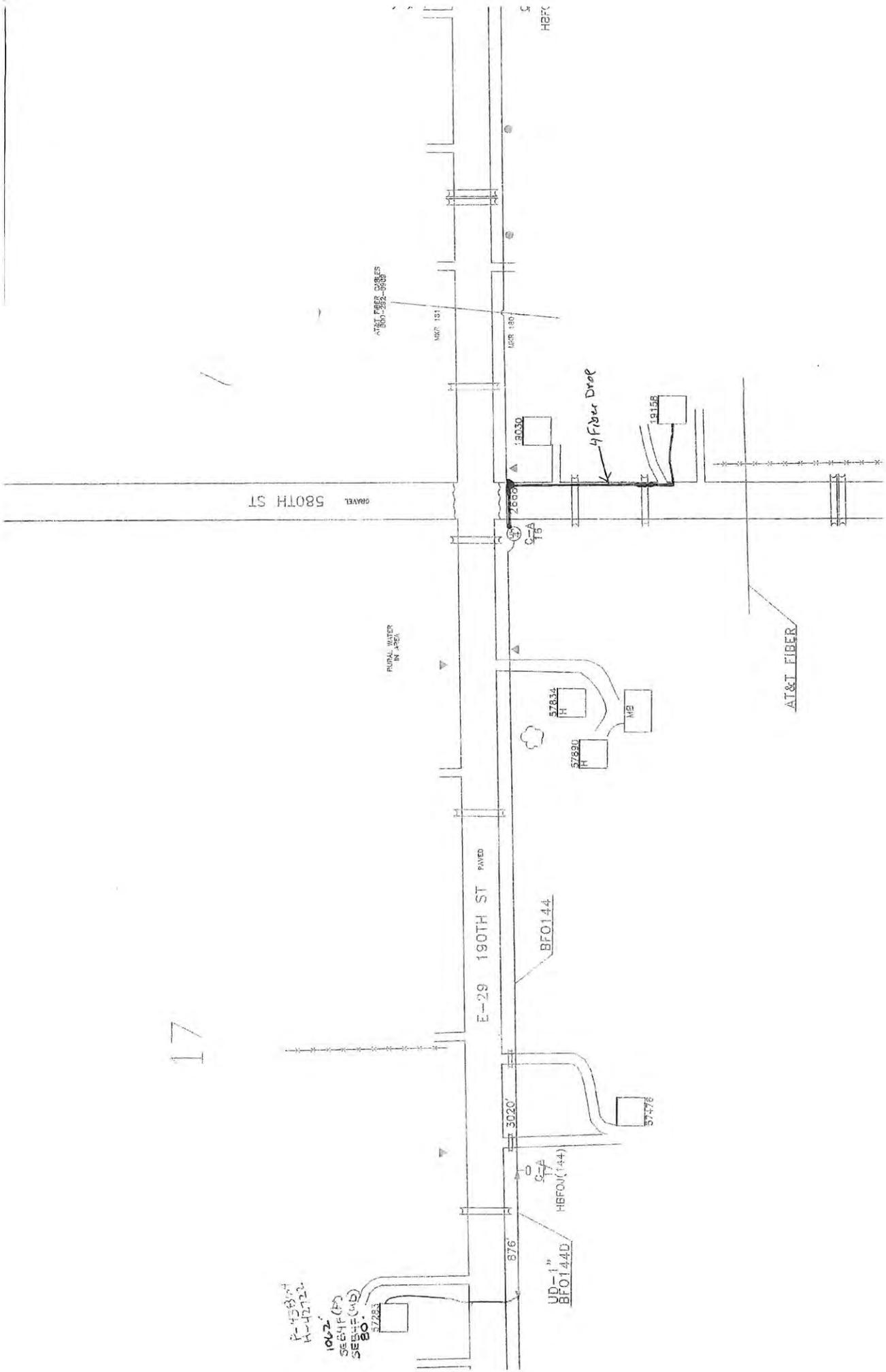
Approved:

Date June 6 2017

Mark G. Vc
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.

17





MEMORANDUM

Date: June 5, 2017

TO: Story County Board of Supervisors
FROM: Jerry Moore, Planning and Development Director
RE: Zoning Permit and Site Development Plan for proposed temporary fireworks sales, for Dark Sky LLC planned for the property located at 56916 241st Street.

Dark Sky LLC (Bradley Powers and Michael Warnick) is requesting approval of a Zoning Permit Application and Site Development Plan for a proposed temporary fireworks sales business planned for the property located at 56916 241st Street from June 13 to July 8, 2017. The applicant is proposing to sell fireworks in a 40 feet long metal shipping container to be located in the north central area of the existing trucking business (Barnhart) located on the property owned by Simpson Enterprises. Doors are shown on each end of the shipping container with shelving inside for fireworks products along the sides. A smaller 20 feet long metal shipping container to temporarily store/warehouse fireworks products is shown east of the sales shipping container. A 10'x 10' flame resistant tent for employees is shown west of the sales shipping container and along with the shipping containers is shown meeting the 50 feet minimum front yard setback requirement. Customer and employee parking is shown northwest of the sales structure. One of the parking spaces is designated for handicapped parking and will include a handicapped parking sign. The existing steel cable and wood timbers currently blocking the west access into the property will be extended to the south 20 feet to accommodate the proposed parking. A portable toilet is shown east of the employee tent. The sales structure will be anchored to the ground, the doors will be secured by tee post while the business is in operation and when closed the doors will be secured with a security locking mechanism. Fire extinguishers and exit signs will be provided at each door. An exterior fan will be used to move air through the structure while in use and the structure will be anchored to the ground.

As required under the new state law, the applicant also applied and received a license as a retailer to sell fireworks in the temporary structure and the applicant also submitted and received approval of their site plan drawing from the State Fire Marshall's Office. A copy of the license in addition to an updated site plan drawing is located on the Agenda Center. The structure will be inspected by the State Fire Marshall's Office and the Planning and Development Staff to check conformance to the planned site layout prior to the applicant operating the fireworks sales business.

The Zoning Permit Application, Site Development Plan and other documentation included on the Agenda Center was also routed to other County departments and the City of Nevada's Fire Department. The County Emergency Management Agency requested that we have the Nevada Fire Department review the request. None of the other County Departments had substantial comments. The Fire Chief reviewed the site plan and zoning permit application and related materials and requested a copy of the State Fire Marshall's inspection of the site prior to the business operating.

Consistent with state law, if the Zoning Permit Application and Site Development Plan are approved by the Board of Supervisors, the Zoning Permit will be issued as a temporary use to the applicant, at the specified location, for fireworks sales from June 13 to July 8, 2017 only.

Based on the Zoning Permit Application, Site Development Plan, and additional background information submitted with the Zoning Permit Application, Planning and Development staff recommends the Board of Supervisors approve the Zoning Permit application and Site Development Plan for the proposed temporary fireworks sales use for Dark Sky LLC planned at the property located at 56916 241st Street from June 13 to July 8, 2017.

APPROVED **DENIED**
 Board Member Initials: *[Signature]*
 Meeting Date: June 2017
 Follow-up action: _____

APPROVED

APPROVED

Board Member Initials

Meeting Date

Page No.



PERMITS

Story County Planning and Development
900 6th Street, Nevada, Iowa 50201
(515) 382-7245 — PZWeb@storycounty.com — www.storycounty.com

Applicant

If the Applicant is not the Property Owner, please attach consent and authority of the Property Owner for you to apply on their behalf.

(Last Name) Powers (First Name) Bradley
(Address) 1226 N. Sand Cherry Cir. (City) Huxley (State) IA (Zip) 50124
(Phone) 515-451-6324 (Email) bjpowers39@gmail.com
(Property Address) 56916 241st St. (Parcel ID Numbers) 1018200235

Zoning

Type of Structure/Use: Retail/Warehouse
Dimensions: Retail - 40'x8'; Warehouse - 20'x8'
Height: 8.5'

- Non-Commercial Commercial/Industrial
- Filing Fee: See Valuation Sheet
- Site Plan showing proposed building in relation to property and setbacks thereof, as well as conformance to all section of Chapter 88 of the Story County Code of Ordinances
- Blue Prints/Construction Drawings
- Digital copy of all materials

Home Business

Business Name: _____

- Filing Fee: \$50
- Site Plan showing business layout on property as well as conformance to all section of Chapter 88 of the Story County Code of Ordinances
- Written narrative explaining proposed home business and conformance to the standards for approval in Section 89.01(1) of the Story County Code of Ordinances
- Digital copy of all materials

Sign

Dimensions: _____
Height: _____

- Filing Fee: \$50
- Site Plan showing proposed sign in relation to property and setbacks thereof
- Sketch/drawing of proposed sign showing height and dimensions
- Digital copy of all materials

APPROVED
Board Member Initials: M. Kelly
Meeting Date: 6/29/17

DENIED
Follow-up action: _____

Property Wastewater Generation Disclosure:

- Permit & diagram on file w/ Environmental Health Department
- Hooked to public sewer system
- Does not generate wastewater
- Inspection report attached
- Incomplete septic system, binding agreement attached

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

SIGNATURE _____ **DATE** 5/31/2017

Date Received 5-31-17
Receipt No. Pd On Line
Receipt Amount \$40.28

Zoning Application Packet

Parcel ID 1018200235

Address: 56916 214st St., Ames, IA 50010

Applicant: Brad Powers

May 31, 2017

Description of Contents:

- Cover Page (this page)
- Consent of Owner
- Approval from State Fire Marshall
- Certification to State Fire Marshall
- Map of site
- Site Plan with Setbacks and Signs
- Detailed Site Plan
- Retail Location Design
- Warehouse Design

M E M O R A N D U M

June 1, 2017

To: Story County Planning and Development

Re: Zoning Application for Establishment of Retail Fireworks Location

Parcel ID: 1018200235 (56916 241st St., Ames, IA 50010)

To Whom it May Concern:

My name is Marty Simpson and I am member of Simpson Enterprises, LLC, an Iowa company who owns the above identified parcel. Simpson Enterprises, LLC consents to Mr. Bradley Powers and Mr. Michael Warnick (the owners of Dark Sky, LLC) filing a zoning application for the establishment of a retail fireworks location on the above identified parcel.

Sincerely,

 
Marty Simpson

Simpson Enterprises, LLC

fmlicensinginfo to me

May 31

The site plan(s) you provided with your application have been reviewed and approved as submitted. The next step is for the retail site to be inspected by the local jurisdiction or State Fire Marshal Division staff to ensure each site is in compliance with NFPA 1124, 2006 edition. The rules provide authority for the State Fire Marshal to allow the license to be issued prior to an inspection if compliance with NFPA 1124 can be assured. However, that determination is in the sole discretion of the State Fire Marshal and an inspection may be required before the license will be issued.

Your license fee is 500.00. Please login to your account at <https://iowa.imagetrendlicense.com/> click on the Checkout link below Applications on the left-hand side to submit your payment online. An invoice is attached for your records.

NOTE: License fees are not refunded if your license is not issued or revoked. It is the responsibility of the licensee to ensure compliance with any other city, county, and/or federal laws and regulations regarding the sale and transportation of any kind of fireworks.

Contact the designated inspector for your site location using the map on our website at <http://www.dps.state.ia.us/fm/building/licensing/consumerfireworksindex.shtml>. It is your responsibility to schedule your site inspection in order to complete the license process.

Once a site has been inspected, if no corrections are required, the site license for Dark Sky LLC-Ames will be issued. The license will be emailed directly to you once issued and is also available for download from your online account.

You must post the license prominently at the retail sale site. Failure to have the site license displayed may result in a fine. Repeated failure to display each site license may result in revocation of all retail seller licenses in Iowa.

Thank you,

Jeannie Guttenfelder

Licensing Administration
Iowa State Fire Marshal Division
215 East Seventh Street
Des Moines, Iowa 50319

**NOTICE* This email message is intended only for the addressee(s) and contains information that may be confidential. If you are not the intended recipient please notify the sender by reply email and immediately delete this email. Use, disclosure or reproduction of this email by anyone other than the intended recipient(s) is strictly prohibited. No representation is made that this email or any attachments are free of viruses. Virus scanning is recommended and is the responsibility of the recipient.*

Dark Sky LLC - Ames Location - Self Certification

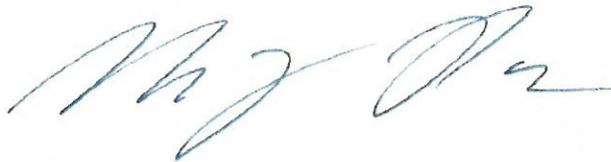
Temporary Structures

- NA* Does the structure have an approved fire safety and evacuation plan prepared in writing and maintained current and the evacuation plan is posted in a conspicuous location that is accessible to the public and employees? (Not applicable for temporary stands or vehicles.)
- Does the TENT have at least 3 exits? Does the STAND have at least 2 exits?
- Is the unobstructed exit travel distance from any point of the structure to an exit 75 feet or less?
- Are the exit doors side-hinge swinging and arranged to swing in the direction of exit travel?
- Are the exit signs and emergency lighting self-luminous or internally or externally illuminated? (Exit signs and emergency lighting not required to be illuminated if the structure is not open for business after dark.)
- Is the exit opening a clear width of at least 44 inches and clear at all times when the structure is occupied?
- Does the structure prohibit smoking inside or within 50 feet of the consumer fireworks retail sales area?
- Is the lettering on the "FIREWORKS-NO SMOKING" sign at least 2 inches high on a contrasting background?
- Does the structure have at least one "FIREWORKS-NO SMOKING" sign conspicuously posted at each entrance or within 10 feet of every aisle directly serving the consumer fireworks retail sales area in a store?
- Is the structure at least 50 feet away from aboveground storage tanks for flammable or combustible liquids, flammable gas, or flammable liquefied gas?
- Is the structure at least 50 feet away from compressed natural gas-dispensing station dispensers?
- Is the structure at least 50 feet away from retail propane-dispensing station dispensers?
- Is the structure at least 50 feet from a vehicle fueling station?
- Is the structure at least 20 feet from buildings?
- NA* Is the TENT at least 20 feet from combustibles?
- Is the STAND at least 10 feet from combustibles?
- NA* Is the TENT at least 20 feet from stands?
- Is the structure at least 20 feet from storage of consumer fireworks?
- NA* Is the TENT at least 20 feet from other tents?
- Is the structure at least 10 feet from vehicle parking?
- Are there at least 2 fire extinguishers provided (1 must be Water Type and 1 must be 2A-ABC Type)?
- The travel distance to any fire extinguisher shall not exceed 35 feet.
- Are all battery-powered equipment, electrical equipment, and electrical cords listed and used in accordance with their listing?
- Does temporary wiring meet Article 305 of NFPA 70?
- Is the portable generator fuel tank no more than; 2 gallons of Class I or 5 gallons of Class II or Class III?
- Is the structure at least 20 feet away from a portable generator?
- Is the structure at least 20 feet away from any generator fuels?
- Is the structure at least 20 feet away from any cooking equipment?

- ✓ Is the structure at least 50 feet away from any open flame cooking equipment?
- NA ✓ Are the retail sales displays within the perimeter of the consumer fireworks retail sales area no more than 6 feet high above the floor?
- ✓ Are the retail sales displays around the perimeter of the consumer fireworks retail sales area no more than 12 feet high above the floor?
- ✓ Are there flame breaks no more than 16 feet apart where there is a continuous display of consumer fireworks on shelving, cases, counters, and similar display fixtures?
- ✓ Is the structure free of accumulation of debris and rubbish at all times?
- ✓ Is the structure (all tent fabrics, canopy fabrics, and materials used as flooring) fire retardant?
- ✓ Are the brooms, brushes, and dustpans used to sweep up any loose powder or dust made of non-sparking materials?
- ✓ Is there fire department access within 150 feet of the structure?

Note: Certification based on site design + specifications. Final erection of site awaiting approval from County Board. Upon approval site will be erected + meet or exceed specifications above.

Bradley J Powers (name of retailer of community group)
certifies that the site where the retail sales of consumer fireworks will occur is in full compliance with all of the requirements listed on this form.





Board Member L. Lopez
 Meeting Date: _____
 Follow-up action: _____

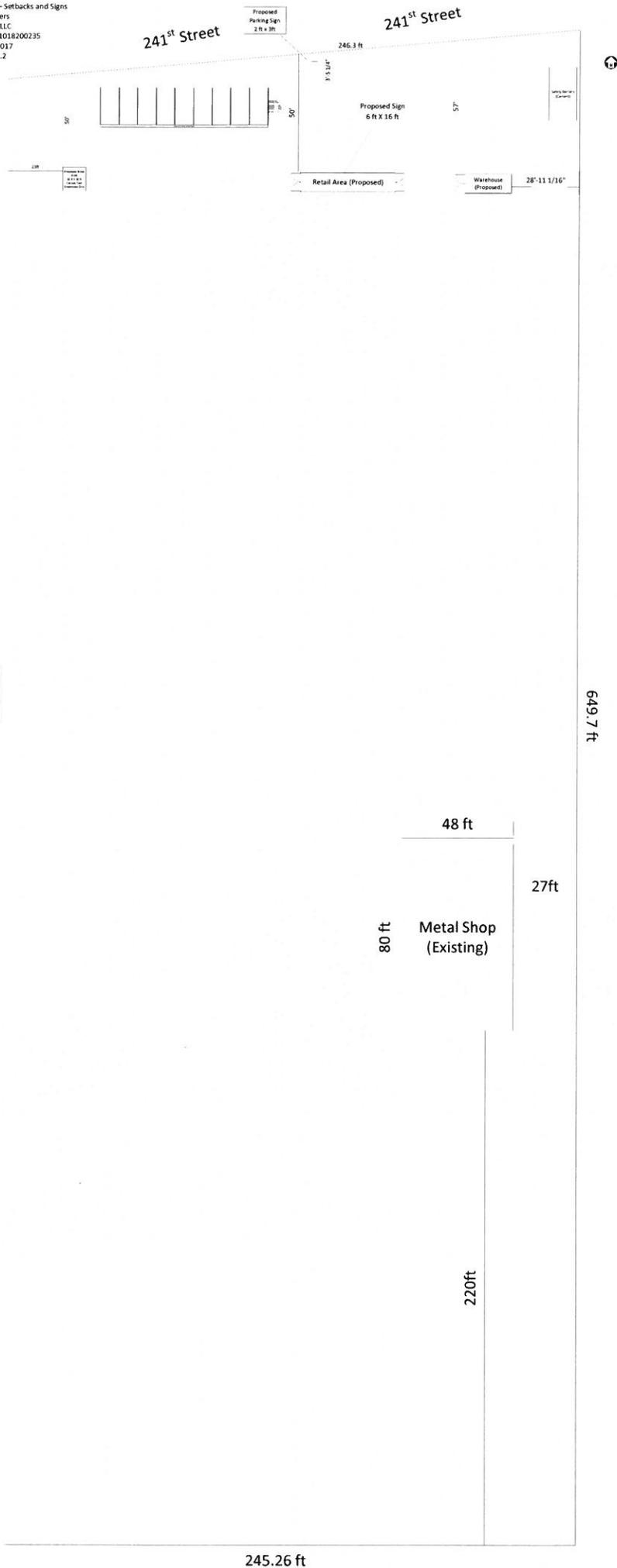
Proposed Location

DEIGNED

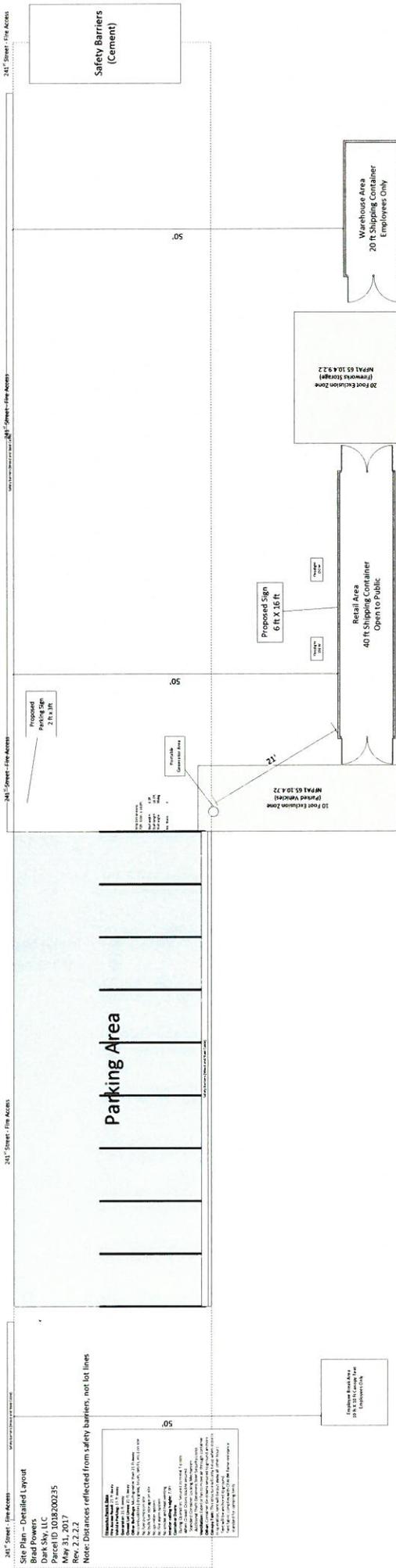
DEMORITED

US HIGHWAY 30
 INTERSTATE 35 RAMP
 US HIGHWAY 30
 US HIGHWAY 30

Site Plan - Setbacks and Signs
Brad Powers
Dark Sky, LLC
Parcel ID 1018200235
May 31, 2017
Rev. 2.2.2.2



245.26 ft



241st Street - Fire Access
 Site Plan - Detailed Layout
 Brad Powers
 Dark Sky, LLC
 Parcel ID 10B200235
 May 31, 2017
 No. 272.22

Notes: Dimensions reflected from safety barriers, not lot lines

Construction Ready Area
 20' x 10' x 10' (10' x 10' x 10')

Proposed Generator Area

Proposed Parking Sign 2 ft x 2 ft

Proposed Sign 6 ft x 16 ft

20 Foot Exclusion Zone (Fireworks Storage)
 NFPA 65.10.4.2.2

10 Foot Exclusion Zone (Front Warehouse)
 NFPA 65.10.4.2.2

20 Foot Exclusion Zone (Employees Only)
 NFPA 65.10.4.2.2

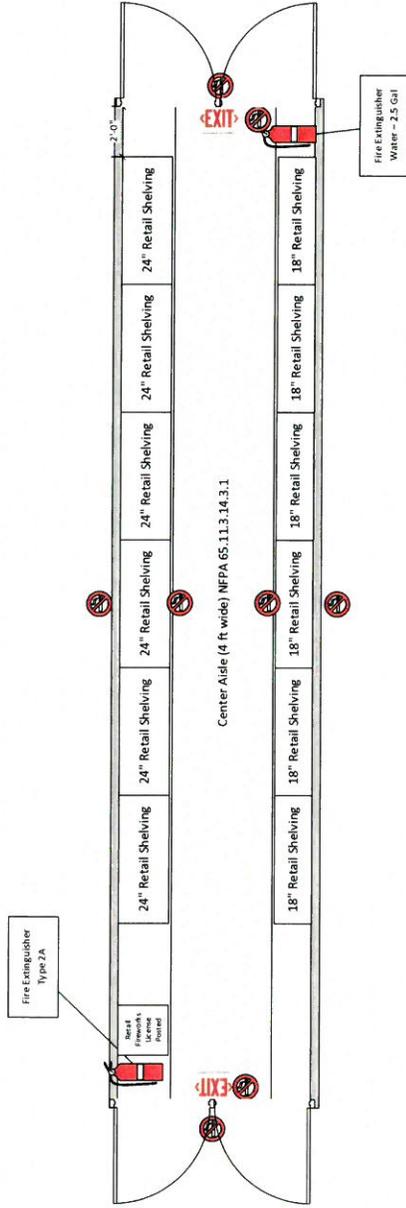
Retail Area 40 ft Shipping Container Open to Public

Warehouse Area 20 ft Shipping Container Employees Only

Safety Barriers (Cement)

Construction Ready Area 20' x 10' x 10' (10' x 10' x 10')

Site Plan – Retail Stand Design
 Brad Powers
 Dark Sky, LLC
 Parcel ID 1018200235
 May 31, 2017
 Rev. 2.2.2



Construction – 40 ft Shipping Container
 No Smoking Signs: See above
 Fire Extinguishers: See above
 Exit Location: Each end of aisle
 Exit Width: 7.7 ft
 Exit Signs: See above
 Emergency Exit Lighting: 600 lumens every 3.4 foot above aisle center
 Max Egress Travel Distance: 20 ft
 Total Floor Area: 304 sq ft.
 Total Retail Area: 304 sq ft.
 Fireworks Display Area: 235 sq ft.
 Display Racks:
 6 Racks @ 24" D X 61" W X 72" H
 6 Racks @ 18" D X 61" W X 72" H
 Aisle: 4' 2" W X 39' 6" L, see above for layout

Site Plan – Warehouse Design

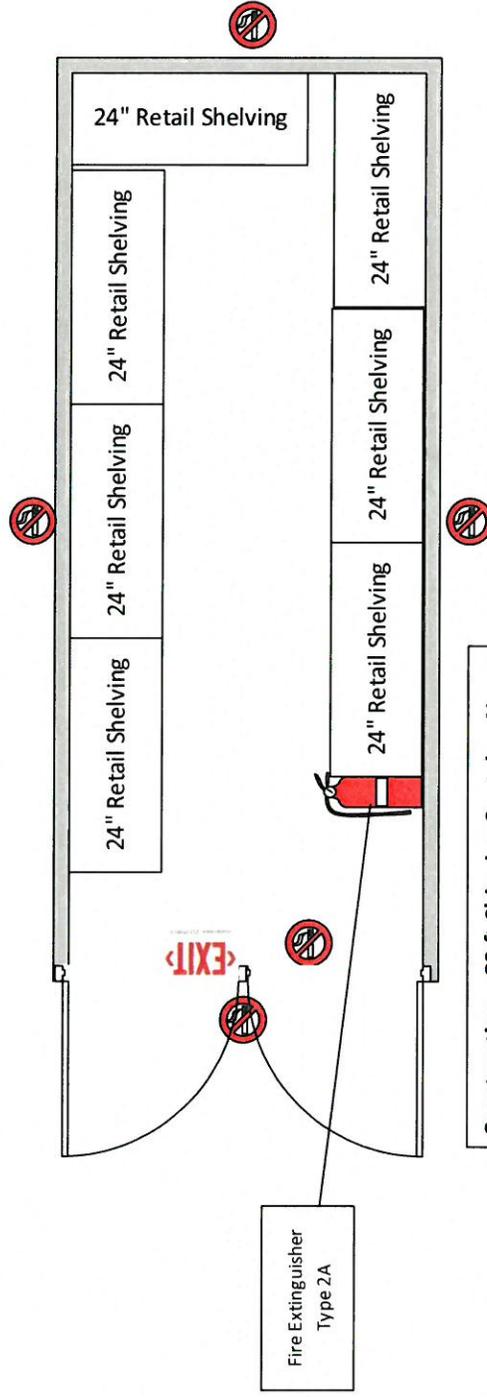
Brad Powers

Dark Sky, LLC

Parcel ID 1018200235

May 31, 2017

Rev. 2.2.2



Fire Extinguisher
Type 2A

Construction – 20 ft Shipping Container
Smoking Signs: See above
Fire Extinguishers: See above
Exit Location: See above
Exit Width: 7.7 ft
Exit Signs: None
Emergency Exit Lighting: None
Max Egress Travel Distance: 20 ft
Total Floor Area: 150 sq ft.
Total Retail Area: 0 sq ft.
Fireworks Display Area: 0 sq ft.
Storage Racks:
7 Racks @ 24" D X 61" W X 72" H
Aisle: 4' 2" W, see above for layout

APPROVED **DENIED**

Board Member Initials: *BP*

Meeting Date: *5/31/17*

Follow-up action:



Hull & Company, LLC
 8400 E. Prentice Ave, Suite 535
 Greenwood Village, CO 80111
 (303)217-4855 Fax: (866)610-8043
 Managing General Agents ■ Wholesale Insurance Brokers

DATE: 05/30/2017

TO: Tami Towne
 RYDER-ROSACKER-MCCUE & HUSTON
 509 W KOENIG ST
 Grand Island, NE 68801

Agency Code: 91454

FROM: Aimie Holdorf for Jennifer Bolzer , AU, AINS
 Broker/Underwriter
 (877)409-4855 ext. 4067
 jennifer.bolzer@hullden.com

Agency Fax: (308)382-7109

Insurance Binder

Insurance Terms:

Insured: Dark Sky, LLC
 1226 N Sand Cherry Circle , Huxley, IA 50124

Policy #: CPS2668256
 Policy Type: Occurrence

Renewal of Policy #: NEW

Insurer: Non-Admitted
 Scottsdale Insurance Company - P.O. Box 4110 Scottsdale AZ 85261
 Hull & Company, LLC is responsible for collecting and filing the Surplus Lines taxes.

Effective Date: 05/30/2017

Term of Policy Coverage: 05/30/2017 to 05/30/2018

Premium:	\$1,500.00
Policy Fee – Fully Earned	\$200.00
IA SL Tax(1%)	\$17.00
Total:	\$1,717.00

Minimum Earned Percent: 25.00 %

Locations:
 1226 N Sand Cherry Circle, Huxley, IA, 50124
 5916 241st St, Ames, IA, 50010
 All related premises and operations of the Name Insured

Commercial Property

Property TIV: \$31,000

Location 1 Building 1: 1226 N Sand Cherry Circle

Occupancy :
 Construction :

Cause of Loss : Special Form Excluding Theft

Coverage	Limit	Coins	Deductible	Valuation	Final Rate	Premium
BPP (Business Personal Property)	24,000	80%	1,000	Replacement Cost	.9	\$350 MP
Leased Equipment	7,000	80%	1,000	Replacement Cost	.9	\$150 MP

Commercial General Liability

General Aggregate:	\$2,000,000
Products/Completed Operations Aggregate:	\$2,000,000
Each Occurrence:	\$1,000,000
Personal and Advertising Injury:	\$1,000,000
Damages to Premises Rented To You:	\$100,000
Medical Payments (any one person):	\$5,000
Employee Benefits:	\$0
Stop Gap:	\$0

Deductible: \$0

Class	Description	Sub-Line	Basis	Exposure	Final Rate	Premium
18437	Fireworks Sales, Temporary w/ Annual Storage	Premises/Operations			Flat Rate	\$800 MP
99999	Additional Insured	Additional Insured			Flat Rate	\$200

Based on \$50,000 sales and 2 additional insureds

Endorsements/Exclusions: (include, but are not limited to, the following terms, conditions and exclusions.)

AI-Managers Or Lessors Of Premises	CG 20 11 4-13
AI-Political Sub-Permits	CG 20 12 4-13
Aircraft Exclusion	GLS-457s 10-14
Amend Of Insured Contract Definition	CG 24 26 4-13
Amend of Nonpayment Cancel Condition	UTS-365s 2-09
Amendment Of Conditions	GLS-74s 9-05
Amendment To Other Insurance Condition	GLS-152s 8-16
Asbestos Exclusion	UTS-266g 5-98
BI/PD/Personal Advertising Inj Liab Ded Endt	GLS-94s 6-15
Building & Personal Prop Cov	CP 00 10 10-12
Causes Of Loss-Special Form	CP 10 30 10-12
Claim Reporting Information	NOTX0178CW 3-16
Classification Limitation	GLS-290s 11-07
Common Policy Conditions	IL 00 17 11-98
Common Policy Declarations	OPS-D-1 8-10
Contractors Special Conditions	GLS-30s 1-15
Cover Page	UTS-COVPG 1-16
Employment-Related Practices Exclusion	CG 21 47 12-07
Excl Of Loss Due To Virus Or Bacteria	CP 01 40 7-06
Excl-Access Of Confidential Or Personal Info	CG 21 06 5-14
Excl-Certified Acts Terrorism	IL 09 53 1-15
Excl-Designated Professional Services - "Any and all training and/or certification operations of pyrotechnicians by the Named Insured"	CG 21 16 4-13
Exclusion-Certified Acts Of Terrorism	CG 21 73 1-15
Fungi Or Bacteria Excl	CG 21 67 12-04
General Liab Coverage	CG 00 01 4-13
GL Ext Supplemental Dec	CLS-SP-1L 10-93
GL Supplemental Dec	CLS-SD-1L 8-01
Hydraulic Fracturing Excl	GLS-341s 8-12
IA-Changes-Cancel-Nonrenew	IL 02 76 9-08
Known Injury/Dmg Excl-Personal/Advertise Injury	GLS-289s 11-07

Lead Contamination Exclusion	UTS-267g 5-98
Locations Schedule	UTS-SP-3 8-96
Marijuana-Cannabis Products Excl	GLS-455s 8-14
Minimum & Advance Prem Endt	GLS-47s 10-07
Minimum Earned Cancellation Premium	UTS-119g 6-14
Nuclear Energy Exclusion	IL 00 21 9-08
Premium Audit	UTS-428g 11-12
Prior Completed Work Excl-Specified Date – 5/30/2017	GLS-296s 7-08
Property Conditions	CP 00 90 7-88
Property Supplemental Dec	CPS-SD-1 2-16
Punitive/Exemplary Damage Exclusion	UTS-74g 8-95
Retail And Wholesale Fireworks Operations Excl	GLS-340s 6-12
Schedule of Forms and Endts	UTS-SP-2 12-95
Service of Suit Clause	UTS-9g 5-96
Theft Exclusion	CP 10 33 10-12

Conditions: (include, but are not limited to, the following terms, conditions and exclusions.)

- 100% Minimum & Deposit
- 25% Minimum Earned Premium
- Policy cannot be cancelled flat after inception
- Policy Fees are 100% Fully Earned
- Policy is NOT subject to Audit
- Premium payment is due within twenty (20) days from the effective date unless otherwise stipulated.
- Subject to No Losses
- Terrorism can be added for an additional premium.

Additional Interests

Additional Insured: Simpson Enterprises, LLC, Technical Services Incorporated, 5916 241st St, Ames, IA, 50010,

Special Provisions:

This binder is effective from 05/30/2017 to 06/29/2017 12:01 a.m. It is being offered on the basis indicated. It is incumbent upon you to ascertain the accuracy of the binder and to review with the insured the terms of the binder carefully, as the coverage, terms and conditions may be different than those you requested. Standard Company and/or ISO forms are applicable. The issued policy will replace the binder. If changes or corrections are required, please notify our office in writing immediately. Changes may require carrier approval and will be issued by endorsement as your office is not granted binding authority. Please advise your client that the policy dictates the actual terms of coverage and in the event of differences, the policy prevails.

Please be sure to check the carrier's A. M. Best rating to satisfy you and your client's interests.

The annual premium is due with your Hull & Company, LLC statement, unless otherwise noted.

If the retail agent issues a certificate of insurance or evidence of insurance it must be according to the terms of this binder and the insurance policy. Any request to change, endorse or modify the terms of this binder or the insurance policy must be submitted in writing to the insurance company for its advanced written approval and shall not be effective if communicated by means of a certificate of insurance or evidence of insurance. Hull & Company, LLC, Denver ("Broker") disclaims and undertakes no responsibility for incorrectly issued or inaccurate certificates or evidence of insurance. Broker will provide copies of certificates or evidence of insurance issued by the retail agent to the respective insurance companies only if required by such insurance company. Be advised that the insurance company/ies may or may not review and/or approve a certificate or evidence of insurance. If Producer provides copies of certificates or evidence of insurance to Broker, Broker will not review, analyze or otherwise comment on the accuracy, completeness or propriety of any certificate or evidence. Submission of a certificate or evidence of insurance to our office and/or the insurance company's office does not constitute approval of the certificate or evidence.

Aimie Holdorf for Jennifer Bolzer, AU, AINS

NOT TRANSFERABLE

KEEP THIS LICENSE POSTED

Iowa Retail Consumer Fireworks License

Dark Sky LLC-Ames

56916 241st Street, Ames, IA, 50010

Point of Contact: Brad Powers

License Number: CFRS-2017-00035

Issue Date: 06/02/2017

Expiration Date: 04/01/2018

Inspection Date:

Structure Type: Temporary Structure

License Tax Status: Retail

License has been issued pursuant to IAC 661—265.24(3)

Iowa State Fire Marshal Division

215 East Seventh Street
Des Moines, Iowa 50319

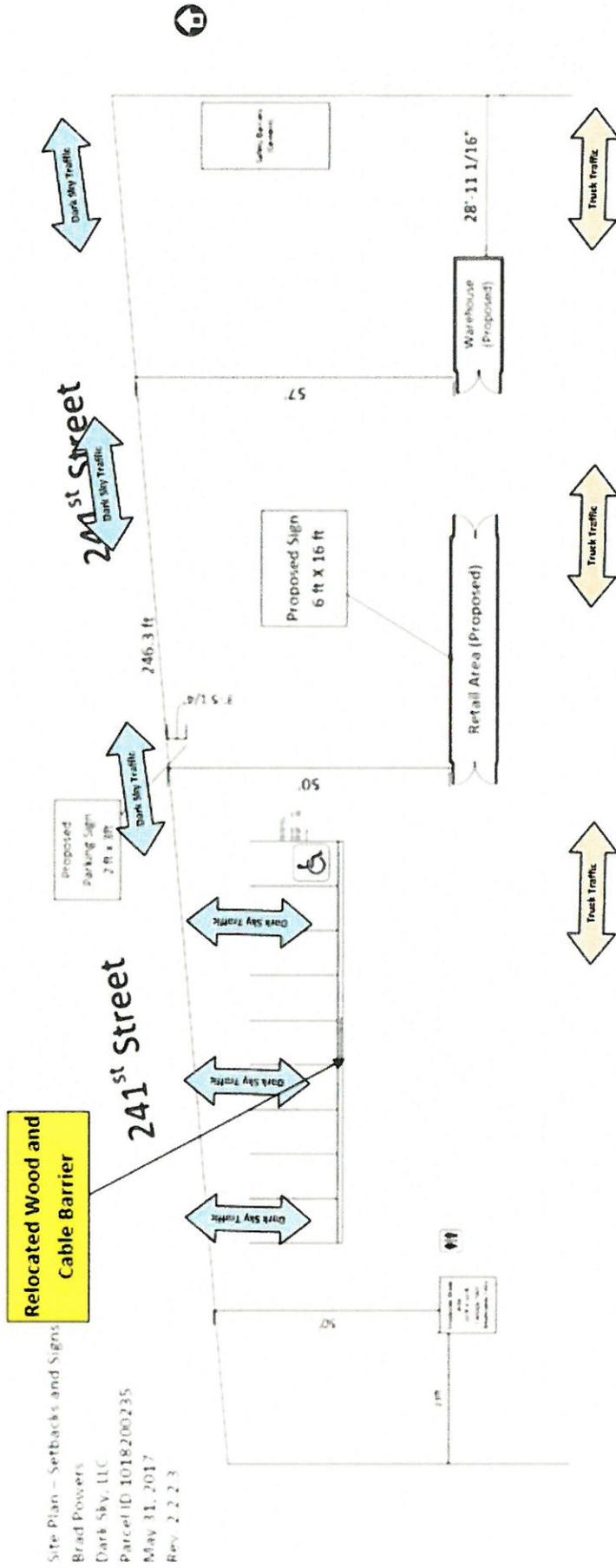
Website: <https://iowa.imagetrendlicense.com/>



The information provided on this certificate is current as of 06/02/2017. Scan the QR code to retrieve or verify the current license status.

Jeffrey L. Quiggie
Iowa State Fire Marshal

Illustration of Traffic Flow



APPROVED

DENIED

Board Member Initials: Amelia

Meeting Date: 6/6/17

Follow-up action: _____
