

The Board of Supervisors met on 10/31/17 at 10:00 a.m. in the Story County Administration Building. Members present: Marty Chitty, and Lauris Olson, with Chitty presiding. Rick Sanders absent. (all audio of meetings available at storycountyiowa.gov).

RECEIVE AND OPEN BIDS FOR THE SECONDARY ROADS BUILDING IMPROVEMENTS – Darren Moon, Engineer, opened bids for the following: 1) Jensen Builders, Des Moines, Iowa, bid bond attached and signed, reported on unit prices 1 & 2, and total bid for \$1,033,400.00; 2) Harold Pike Construction, Ames, Iowa, bid bond attached and signed, reported on unit prices 1 & 2, and total bid for \$1,350,000.00; 3) Kingland Construction Services, Forest City, Iowa, bid bond attached and signed, reported on unit prices 1 & 2, and total bid for \$1,130,000.00. Moon stated he will check bids and return. The Board concurred that he return.

DISCUSSION OF FUNDING FOR THE STORY COUNTY MEDICAL CENTER – Nate Thompson, Administrator and Chief Executive Officer, reported on expansion of the hospital. Funds are being borrowed via the US Department of Agriculture, but the hospital still needs \$700,000.00. Thompson requested the Board consider the hospital's capital campaign during the upcoming budget. Discussion took place. Olson moved, Chitty seconded for Deb Schildroth, External Operations and County Services Director, to research the issue further. Motion carried unanimously (MCU) on a roll call vote.

MINUTES: 10/24/17 Minutes – Olson moved, Chitty seconded approval of the Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) new hire in Board of Supervisors' office, effective 11/7/17, for Christina Tesar @ \$11.00/hr; 2) pay adjustment effective 11/12/17 in a) Attorney's Office for Tiffany Meredith @ \$3,766.15/bw; b) Engineer's Office for Brian Moore @ \$30.06/hr; c) Secondary Roads for Joe Bottorf @ \$26.88/hr; Justin Braland @ \$23.62/hr; d) Sheriff's Office for Micah Andersen @ \$3,008.82/bw; Stephanie Memmer @ \$2,044.90/bw; Jeffrey Scott @ \$2,473.04/bw; Sherry Sinclair @ \$19.06/hr. Olson moved, Chitty seconded the approval of personnel actions as presented. Roll call vote. (MCU)

CLAIMS: 11/2/17 Claims of \$711,849.97 (run date 10/27/17, 28 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from BooST School Ready Service (\$7,410.52), BooST Early Childhood (\$1,530.92), Central Iowa Drug Task Force (CIDTF) (\$3,370.41), Holding-Seized Funds (\$85.00), Emergency Management (\$691.39), E911 Surcharge (\$4,735.93), County Assessor (\$2,840.85), and City Assessor (\$17,885.18). Olson moved, Chitty seconded approval of claims as presented. Roll call vote. (MCU)

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

1. Resolution #18-51, to Abate Property Taxes on a Parcel Owned by a Political Subdivision – Story County
2. Resolution #18-54, to Abate Property Taxes Owned by a Political Subdivision – City of Roland
3. Contract with Tyco SimplexGrinnell for fire alarm monitoring at the Human Services Center for \$683.08, effective 11/1/17-10/31/18
4. Service Agreement between Alpha Chi Omega and Story County for security on 11/4/17 for \$65.00 an hour for a minimum of two hours
5. Contract for Highway Right-of-Way with Homer J. Vilmont Residuary Trust, Vonnie Secketa Living Trust, Jule Vilmont for the purchase of permanent easement for \$5,345.00 (project no. FM-C085(146)--55-85)
6. Contract for Highway Right-of-Way with Homer J. Vilmont Residuary Trust, Vonnie Secketa Living Trust, Jule Vilmont for the purchase of permanent easement for \$7,165.00 (project no. FM-C085(146)--55-85)
7. Resolution #18-14 setting a date and time for public hearing for 11/14/17 for Consideration of Resolution #18-50, to enter into a Sale Agreement for the purchase of County Property, Certain Real Property in Zearing, Iowa, for \$18,883.00, and Authorize the Signature upon the Sale Agreement and all Other Necessary Documentation to Effectuate the Purchase by the Chairman of the Board of Supervisors
8. Service Agreement between Defense Contracting Activity and Story County Sheriff's Office, effective 10/26/17, for one day at the rate at \$65.00 an hour
9. Change Order #002 between Woodruff Construction and Story County Conservation Board for the Hickory Grove Shower House Project, decreasing by \$2,700.00
10. Road Closure Resolution: #18-16
11. Utility Permits: #18-33, #18-34

Roll call vote. (MCU)

THIRD AND FINAL CONSIDERATION OF ORDINANCE NO. 265, AMENDING CHAPTER 45 – ANIMAL CONTROL AND WELFARE OF THE STORY COUNTY CODE OF ORDINANCES – Chitty thanked Sue McCaskey, Animal Control Director, and Deb Schildroth, External Operations and County Services Director, for their work on this ordinance. McCaskey stated no additional comments were received. Chitty opened the public hearing at 10:36 a.m., and, hearing none, he closed the public hearing at 10:36 a.m. Olson moved, Chitty seconded the Third and Final Consideration of Ordinance No. 265, Amending Chapter 45 – Animal Control and Welfare of the Story County Code of Ordinances as presented. Roll call vote. (MCU)

THIRD AND FINAL CONSIDERATION OF ORDINANCE NO. 266, PROCESSES ORDINANCE AMENDMENTS FOR SUBDIVISION PLATS, CONDITIONAL USE PERMIT AND VARIANCE APPLICATIONS – Jerry Moore, Planning and Development Director, recapped the first two hearings. No additional public comments were received. Chitty opened the public hearing at 10:38 a.m., and, hearing none, he closed the public hearing at 10:38 a.m. Olson moved, Chitty seconded the Third and Final Consideration of Ordinance No. 266, Processes Ordinance Amendments for Subdivision Plats, Conditional Use Permit and Variance Applications as presented, with noted change as recommended by the Planning & Zoning Commission. Roll call vote. (MCU)

WIRING THE BUILDING FOR OVER-THE-AIR TELEVISION RECEPTION – Melissa Spencer, Assistant Emergency Management Director, stated the need for over-the-air reception was highlighted during an exercise in April. Spencer reported on cost. Facilities Management can install the wiring, Emergency Management will pay for materials and parts. Olson moved, Chitty seconded the approval of Wiring the Building for Over the Air Television Reception. Roll call vote. (MCU)

HIRING TWO DETENTION OFFICERS 11/1/17 PRIOR TO TWO OTHERS TRANSFERRING OUT OF THE JAIL IN DECEMBER 2017 – Barry Thomas, Captain, requested to fill the positions a month early in order to allow for

overlap training. Olson moved, Chitty seconded the approval of Hiring Two Detention Officers on 11/1/17 Prior to Two Others Transferring out of the Jail in December 2017, and for the Sheriff's Office to pay for the additional costs from its budget. Roll call vote. (MCU)

PROJECT FUND ALLOCATIONS FROM STORY COUNTY ECONOMIC DEVELOPMENT GROUP – Leanne Harter, County Outreach and Special Projects Manager, reported on FY18 project funds of \$15,000.00, and the allocations. Discussion took place. Olson moved, Chitty seconded the approval of the recommendation of the Economic Development Group of the Project Fund Allocations from Story County Economic Development Group as presented. Roll call vote. (MCU)

ORDINANCE DEVELOPMENT AND REVIEW GUIDELINES MANUAL – Leanne Harter, County Outreach and Special Projects Manager, provided an overview of the process. Discussion took place. Olson moved, Chitty seconded the approval of the Ordinance Development and Review Guidelines Manual as presented with changes and to send for seven-day review. Roll call vote. (MCU)

PROVIDING OPTIMAE LIFESERVICES SIX MONTHS NOTIFICATION TO VACATE THE GROUP HOME LOCATED AT 124 S. HAZEL, AMES, BY 5/1/18 – Deb Schildroth, External Operations and County Services Director, provided history and an overview. The group home was leased to Optimae with the knowledge that future use would likely change. The Central Iowa Community Service Region is partnering with Mary Greeley Medical Center to use the location for crisis stabilization/transitional living services. Discussion took place. Olson moved, Chitty seconded the approval to provide Optimae LifeServices a Six Month Notification to Vacate the Group Home. Roll call vote. (MCU)

DICKSON JENSEN REQUEST TO SUBMIT AMES URBAN FRINGE PLAN (AUFPP) MAP AMENDMENT APPLICATION – Jerry Moore, Planning and Development Director, reported on background information and amendment process. An amendment requires approval from Story County, the City of Ames, and the City of Gilbert. Olson moved, Chitty seconded the approval of the Dickson Jensen Request to Submit Ames Urban Fringe Plan Map Amendment Application. Roll call vote. (MCU)

~~RECEIVE AND OPEN BIDS FOR THE SECONDARY ROADS BUILDING IMPROVEMENTS – Darren Moon, Engineer, reported he reviewed bids and checked the numbers; he recommended the Board award the bid to the lowest bidder, Jensen Builders. He will return to the Board on 11/7/17 with the contract. Olson moved, Chitty seconded the approval of awarding the bid to Jensen Builders with the lowest bid of \$1,033,400.00, and have Moon return with the contract. Roll call vote. (MCU) [Action voided – see Minutes of 11/7/17]~~

COMMUNITY SERVICES QUARTERLY REPORT – Karla Webb, Director, reported on multiple program statistics and types of assistance. She provided an update on assistance to Crestview Mobile Home Park residents, and thanked her staff for their excellent work.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: Both Chitty and Olson reported on multiple meetings.

Olson moved, Chitty seconded to adjourn at 11:45 a.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Agenda
10/31/17

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. Receive And Open Bids For The Secondary Roads Building Improvements- Darren Moon

Department Submitting Engineer

5. Discussion Of Funding For The Story County Medical Center - Nate Thompson, CEO

Department Submitting BOS

Documents:

STORY MEDICAL LETTER TO COUNTY SUPERVISORS 10252017.PDF

6. CONSIDERATION OF MINUTES:

- I. 10/24/17 Minutes

Department Submitting Auditor

7. CONSIDERATION OF PERSONNEL ACTIONS:

- I. Action Forms

1)new hire in Board of Supervisor's Office effective 11/7/17 for Christina Tesar @ \$11.00/hr; 2)pay adjustment effective 11/12/17 in a)Attorney's Office for Tiffany Meredith @ \$3,766.15/bw; b)Engineer's Office for Brian Moore @ \$30.06/hr; c) Secondary Roads for Joe Bottorf @ \$26.88/hr; Justin Braland @ \$23.62/hr; d)Sheriff's Office for Micah Andersen @ \$3,008.82/bw; Stephanie Memmer @ \$2,044.90/bw; Jeffrey Scott @ \$2,473.04/bw; Sherry Sinclair @ \$19.06/hr

Department Submitting HR

8. CONSIDERATION OF CLAIMS:

- I. 11/2/17 Claims

Department Submitting Auditor

Documents:

CLAIMS 110217.PDF

9. CONSENT AGENDA:

(All items listed under the consent agenda will be enacted by one motion. There will be

no separate discussion of these items unless a request is made prior to the time the Board votes on the motion.)

I. Consideration Of Resolution #18-51, To Abate Property Taxes On A Parcel Owned By A Political Subdivision - Story County

Department Submitting Auditor

Documents:

RES 1851.PDF

II. Consideration Of Resolution #18-54, To Abate Property Taxes Owned By A Political Subdivision - City Of Roland

Department Submitting Auditor

Documents:

RES 1854.PDF

III. Consideration Of A Contract With Tyco SimplexGrinnell For Fire Alarm Monitoring At The Human Services Center For \$683.08 Effective 11/1/17-10/31/18

Department Submitting Facilities Mgmt.

Documents:

SIMPLEX HSC.PDF

IV. Consideration Of Service Agreement Between Alpha Chi Omega And Story County For Security On 11/04/2017 For \$65/Hr For A Minimum Of Two Hours

Department Submitting Sheriff

Documents:

ALPHA CHI OMEGA.PDF

V. Consideration Of Contract For Highway Right Of Way With Homer J. Vilmont Residuary Trust, Vonnie Secketa Living Trust, Jule Vilmont for The Purchase Of Permanent Easement For \$5,345.00 (Project No. FM-C085(146)--55-85)

Department Submitting Engineer

Documents:

ROW VILMONT SECKETA VILMONT 9 22 300 105.PDF

VI. Consideration Of Contract For Highway Right Of Way With Homer J. Vilmont Residuary Trust, Vonnie Secketa Living Trust, Jule Vilmont for The Purchase Of Permanent Easement For \$7,165.00 (Project No. FM-C085(146)--55-85)

Department Submitting Engineer

Documents:

ROW VILMONT SECKETA VILMONT 9 22 300 300.PDF

- VII. Consideration Of Resolution #18-14 Setting A Date And Time For Public Hearing For November 14, 2017, For Consideration Of Resolution #18-50, To Enter Into A Sale Agreement For The Purchase Of County Property, Certain Real Property In Zearing, Iowa, For The Amount Of \$18,883.00, And Authorize The Signature Upon The Sale Agreement And All Other Necessary Documentation To Effectuate The Purchase By The Chairman Of The Board Of Supervisors
Consent

Department Submitting Auditor

Documents:

ZEARING RESOLUTION 1814 FOR PUBLIC HEARING.PDF

- VIII. Consideration Of Service Agreement Between Defense Contracting Activity And Story County Sheriff's Office Effective 10/26/2017 For One Day At The Rate At \$65/Hr

Department Submitting Sheriff

Documents:

DEFENSE CONTRACTING AGREEMENT.PDF

- IX. Consideration Of Change Order 002 Between Woodruff Construction And Story County Conservation Board For The Hickory Grove Shower House Project Decreasing The Amount By \$2,700.

Department Submitting Conservation

Documents:

CHANGE ORDER 2 HICKORY GROVE SHOWER HOUSE.PDF
URGE MEMO WOODRUFF CHANGE ORDER 2 HICKORY GROVE
SHOWER HOUSE.PDF

- X. Consideration Of Road Closure Resolution(S): #18-016

Department Submitting Engineer

Documents:

RC 18 16.PDF

- XI. Consideration Of Utility Permit(S): #18-33, #18-34

Department Submitting Engineer

Documents:

UT 18 033.PDF
UT 18 034.PDF

10. PUBLIC HEARING ITEMS:

- I. Third And Final Consideration Of Ordinance No. 265, Amending Chapter 45 – Animal Control And Welfare Of The Story County Code Of Ordinances - Sue McCaskey And Deb Schildroth

Department Submitting Board of Supervisors

Documents:

ANIMAL CONTROL DRAFT CHANGES.PDF
ANIMAL CONTROL ORDINANCE.PDF
2013 STORY COUNTY CODE OF ORDINANCES CHAPTER 45.PDF

- II. Third And Final Consideration Of Ordinance #266, Processes Ordinance Amendments For Subdivision Plats, Conditional Use Permit And Variance Applications - Jerry Moore

Department Submitting Planning and Development

Documents:

MEMO.PDF
ORD 266.PDF

11. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Wiring The Building For Over The Air Television Reception - Keith Morgan

Department Submitting BOS

Documents:

17 10 09 OVER THE AIR WIRING PROPOSAL.PDF

- II. Consideration Of Hiring Two Detention Officers 11/01/2017 Prior To Two Others Transferring Out Of The Jail In December 2017

Department Submitting Sheriff

Documents:

DO REPLACEMENT REQUEST.PDF

- III. Consideration Of Project Fund Allocations From Story County Economic Development Group

Department Submitting Board of Supervisors

Documents:

SUMMARY OF FY 2018 PROJECT FUND APPLICATIONS.PDF

IV. Discussion And Consideration Of The Ordinance Development And Review Guidelines Manual - Leanne Harter

Department Submitting Board of Supervisors

Documents:

ORDINANCE DEVELOPMENT AND REVIEW OCTOBER 2017 DRAFT.PDF

V. Discussion And Consideration Of Providing Optima Life Services A Six Month Notification To Vacate The Group Home Located At 124 S. Hazel, Ames By 5/1/18 - Deb Schildroth

Department Submitting Board of Supervisors

Documents:

OPTIMAENOTIFICATION.PDF

VI. Discussion And Consideration Of Dickson Jensen Request To Submit Ames Urban Fringe Plan Map Amendment Application - Jerry Moore

Department Submitting Planning and Development

Documents:

MEMO BOS CONSIDER JENSEN AMEND AUFP MAP.PDF

12. AGENCY REPORTS:

13. DEPARTMENTAL REPORTS:

I. Community Services Quarterly Report - Karla Webb

Department Submitting Auditor

Documents:

QTR.PDF

14. OTHER REPORTS:

15. PUBLIC FORUM #2:

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

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

17. ADJOURNMENT:

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

Story County Meeting
Board of Supervisors
10/31/17

NAME

ADDRESS

Jerry Moore
Melissa Spencer
Darius
David Anderson
Alicia Caskey
Chad West
DARREN MOON
BERRY M THOMAS
NATE THOMAS
Loui Pringutz
Karla Webb
Brenda Buz
Deborah Schultroth
Linda Murken
Michael Cox
Alissa Wignell

P.O.
EMT
Ames
NEVADA STORY CO MEDICAL CTR
SCAC
HALLA Architecture
ENG.
STORY CO SHERIFF'S OFFICE
STORY COUNTY MEDICAL CENTER
Story County Medical Center
Story County Comm. Service
HALLA
BOS office
Conservation
BOS



Rick Sanders, Chair
Story County Board of Supervisors
900 6th Street
Nevada, IA 50201

Dear Rick,

At Story County Medical Center, we take great pride in the value we offer to our communities through convenient access to essential healthcare services. As you know, we have recently expanded our south campus facility to accommodate co-location of primary care, outpatient therapies and community wellness services with the existing inpatient, diagnostic, surgical and emergency services at our south campus in Nevada. Our facility is truly state-of-the-art, and Story Medical is now the envy of our peers across Iowa. While this project has been a remarkable success and tremendous addition to the community, it has also consumed a significant portion of our capital resources.

Through USDA, Story Medical was able to borrow \$15M to fund the new outpatient expansion project. The loan covered the majority of the project costs, however, the arrangement with USDA required us to fund an additional \$2M out of hospital operations and our Story Medical Foundation. While steady progress has been made, we are still \$700k short of our goal.

We would appreciate an opportunity to further demonstrate the merits of our expansion project to the Board of Supervisors and request your consideration of our capital campaign in your upcoming budget deliberations. With your support, we can accelerate our strategic plan to meet the growing and evolving healthcare needs of the people of Story County. Our Trustees and leadership team appreciate the chance to collaborate and look forward to a continued strong partnership with the County Supervisors.

Sincerely,

Dave Anderson, Chair
Board of Trustees
Story County Medical Center

Nate Thompson, CEO
Story County Medical Center

APPROVED **DENIED**
Board Member Initials: Murphy-vc
Meeting Date: 10-31-17
Follow-up action: to have Deb Schiltroth research & work w/ them on this.

BOARD OF SUPERVISORS RESOLUTION 18-51

RESOLUTION TO ABATE PROPERTY TAXES ON PARCEL OWNED BY POLITICAL SUBDIVISION

WHEREAS, the following parcels of property are currently owned by Story County, Iowa, and
WHEREAS, when Story County acquired this property there were property taxes then due and payable, and
WHEREAS, property held by Story County is exempt from taxation, and
WHEREAS, Section 445.63 *Code of Iowa* states that county boards of supervisors shall abate such taxes, and
WHEREAS, the Story County Board of Supervisors has determined that the above taxes should be abated;
NOW THEREFORE BE IT RESOLVED, that currently due and payable taxes and penalties on the following described real estate are hereby abated in the amount of \$4,822.00.

#10-01-400-310 COMM SW COR LOT 5 SE1/4 N867' TO BEG N308.6' SELY 152.5' S80' E140' S80' E140' S701.5' NWLY570' TO BEG AND BEG 11.5' E SW COR LOT 7 SE1/4 N245.3' SE254.4' SE124.1' W230.5' TO BEG AND LOT 6 EX N2 RODS & EX BEG 25' W SE COR LOT 6 N175' NW252.4' SWLY192' S281' E TO BEG AND BEG SW COR LOT 5 N377' E506.5' S377' W506.5' TO BEG AND BEG 377' N SW COR LOT 5 N490' SELY570' W292' TO BEG AND COMM1546.2' W SE COR SEC 1 NW124.1' NW254.4' N131.7' W214.5' N453'SE1055.8' W TO BEG EXBEG 1339.8' E SE COR LOT 1 W113.5' NW359' NW265.1' E76' SE645' TO BEG, Story County, Iowa

APPROVED THIS 31ST DAY OF OCTOBER, 2017 AT NEVADA, STORY COUNTY, IOWA.

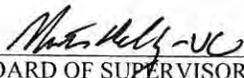
MOTION BY: Olson SECONDED BY: Chitty

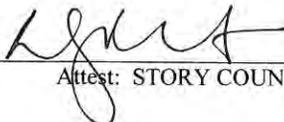
THOSE VOTING AYE: Olson, Chitty

THOSE VOTING NAY: None

THOSE NOT VOTING: None THOSE ABSENT: Rick Sanders

IT WAS HEREBY RESOLVED ON THE 31ST DAY OF OCTOBER, 2017 AT NEVADA, STORY COUNTY, IOWA.


BOARD OF SUPERVISORS


Attest: STORY COUNTY AUDITOR



D-U-N-S 09-4738007
FED. ID 58-2608861

District # 320
4170 Nw Urbandale Dr
URBANDALE, IA 50322-2067
515-278-4100

INVOICE NO.
79713259

INVOICE DATE
10-02-17

CUSTOMER PO

CONTRACT #
141643

MODIFIER
R04-JUL-2017

PAYMENT TERMS
NET 30

Bill To: 320-00289793
Story Co Facilities Management
900 6th St
NEVADA IA 50201-2004

Ship To: 320-89664673
Story County Human Services
126 S Kellogg Ave
AMES IA 50010-7030

Requestors Name: Hahn, Al

CONTRACT DESCRIPTION	CONTRACT START DATE	CONTRACT END DATE
STORY COUNTY HUMAN SERVICES-126 S KELLOGG AVE-89664673	01-NOV-17	31-OCT-18

INVOICE NOTES:

APPROVED **DENIED**

Board Member Initials: Al Hahn

Meeting Date: 10/31/17

Follow-up action: _____

Total Contract Amount	-	\$683.08	Amount Of Current Invoice	-	\$683.08
			Sales Tax	-	\$0.00
			Total Amount Included	-	\$683.08
			Payment Received	-	\$0.00
Total Amount Due					\$683.08



REMITTANCE COPY

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK.

TOTAL AMOUNT DUE
683.08

BILL TO Story Co Facilities Management
320-00289793
SHIP TO Story County Human Services
320-89664673

INVOICE NUMBER 79713259
INVOICE DATE 10-02-17
CUSTOMER P.O.

REMIT TO SimplexGrinnell
Dept. CH 10320
Palatine, IL 60055-0320

3000068308179713259



District # 320
 4170 Nw Urbandale Dr
 URBANDALE, IA 50322-2067
 515-278-4100

INVOICE NO.
79713259
DATE OF INVOICE
10-02-17

INVOICE CONTRACT DETAIL

Service Plan Name	Billing Start Date	Billing End Date	Ship To Address	Covered Product	Qty	Description	Amount
ALARM & DETECTION-MONITORING	01-NOV-17	31-OCT-18	126 S Kellogg Ave, , AMES, IA	SYSTEM-FA-SMPLX 4004/4005 FA-MONITRNG	1 1	SIMPLEX 4004/4005 SYSTEM ** IE ONLY ** MONITORING	\$683.08

**STORY COUNTY SHERIFF
SERVICE AGREEMENT
17-05**

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

Definitions:

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

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

The Alpha Chi Omega sorority hereinafter (the "Contractor") agrees to employ the Service Provider as set forth by the terms listed in this agreement.

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

Additional Terms, if none then state "none":

None

Terms

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

Contractor Address:
Alpha Chi Omega
301 Lynn Ave Ames, IA 50104
Ames, Iowa 50014
515-292-9780

I Description of Services

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

II Additional Services

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

Duty Requirements attached

III Times and location(s)

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

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

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

State date of service:

Day Month Year

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

Date of service:

4 November 2017
Day Month Year

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

Start date of service:

Day Month Year

Chart

Days

Times

Monday	___	___ a.m. to ___ p.m. and ___ p.m. to ___ a.m.
Tuesday	___	___ a.m. to ___ a.m. and ___ p.m. to ___ a.m.
Wednesday	___	___ a.m. to ___ p.m. and ___ p.m. to ___ a.m.
Thursday	___	___ a.m. to ___ p.m. and ___ p.m. to ___ a.m.
Friday	___	___ a.m. to ___ p.m. and ___ p.m. to ___ a.m.
Saturday	___	___ a.m. to ___ p.m. and ___ p.m. to ___ a.m.
Sunday	___	___ a.m. to ___ p.m. and ___ p.m. to ___ a.m.

Additional Locations:

Address:
City/rural:

(If necessary attach additional descriptions)

IV Duration of Agreement

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

V Fees

The Contractor agrees to pay:

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

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

VI Payment

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

VII Changes or Termination during the Agreement

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

VIII Confidentiality

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

IX Liability

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

X Acts of God and Acts of Others

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

XI Hazards

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

XII Inconsistent Terms

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

XIII Representative

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

Service Provider Representative

Contractor Representative

Lt. Gary Backous

Elizabeth Axtell

Address:

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

**Alpha Chi Omega
301 Lynn Ave Ames, IA 50104
Ames, Iowa 50014
703-309-4818
ecaxtell@iastate.edu**

Billing Address:

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

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

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

Service Agreement Signatures

Service Provider


Authorized Representative

Lieutenant, Support Services

Title

10, 23, 17
Date

Contractor


Authorized Representative

Alpha Chi Omega, VP Risk Management

Title

10, 23, 17
Date

The Service Provider representative has the authority to enter this agreement as authorized by the Story County Board of Supervisors. The date of this agreement by the Board of Supervisors is 10/31/17


Board of Supervisors


Attest: Story County Auditor

(Staple attachments to back)

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

CONTRACT FOR HIGHWAY RIGHT OF WAY

PARCEL No: 09-22-300-105
 PROJECT No: FM-C085(146)--55-85
 ROAD No: University (530th) Avenue

THIS AGREEMENT made and entered into this 10th day of October, A.D. 20 17 by and between

Homer J. Vilmont Residuary Trust 1/3, Vonnice Secketa Living Trust 1/3, Jule Vilmont 1/3

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

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

The East 17.00 feet of the West 50.00 feet of the NW¼ of the SW¼ of Section 22, Township 83 North, Range 24 West of the 5th P.M., Story County, Iowa, except Parcel "B" as shown on the "Plat of Survey" filed in the Office of the Recorder of Story County, Iowa, February 8, 2012 as Inst. 12-01369, Slide 426, Page 3, containing 1.12 acres, of which 0.74 acres is existing easement.

County of Story, State of Iowa, and more particularly described on Page 4 and which include the following buildings, improvements and other property:

See attached graphical representation

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

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

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

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

	Payment Amount	
\$	<u>5,320.00</u>	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>5,345.00</u>	TOTAL LUMP SUM

BREAKDOWN:	ac.=acres	sq.ft.=square feet		
Land by Fee Title		ac./sq.ft.	\$	Buildings & Improvements
Underlying Fee Title		ac./sq.ft.	\$	Fence <u> </u> rods woven
Permanent Easement	<u>0.38</u>	ac./sq.ft.	\$ <u>5,320.00</u>	Fence <u> </u> rods barb
Temporary Easement		ac./sq.ft.	\$	
Damages for:				
			<u>Future Abstract Entry in the amount of \$25.00</u>	\$

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

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

X [Signature] INDIVIDUAL
X [Signature] TRUSTEE OF HOMER J. VILMONT TRUST
X _____

- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.
- 6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such lien from said premises, and if necessary and proper, Sellers agree that any part of the sum owing to them under this contract may be paid to the holder of such lien for such release.
- 7. Buyer agrees that any drain tile that is located within the premises and is damaged by highway construction shall be repaired at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to the Seller. Buyer shall have the right of entry upon Sellers remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property of maintaining the same to restrain livestock.
- 8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
- 10. Seller states and warrants that, to the best of Seller's knowledge, there are no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except,
- 11. This Written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

Additional Right of Way Agreements:

SELLER'S ACKNOWLEDGMENT

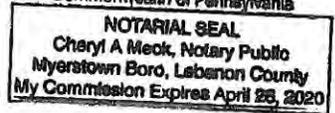
STATE OF IOWA: ss On this 07th day of October, 2017, before me, the undersigned, personally appeared Wk Vilmont

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

[Signature]
Notary Public in and for the State of Pennsylvania

BUYER'S APPROVAL

[Signature] Recommended by: Darren Moon P.E., Story County Engineer (Date) 10-20-17



[Signature] Approved by: Chairperson, Story County Board of Supervisors (Date) 10-31-17

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

X Jamie Secheta Trustee of the Jamie Secheta Living Trust
X Jamie Secheta Trustee of the Samuel J. Secheta Trust
X _____

- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.
- 6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such lien from said premises, and if necessary and proper, Sellers agree that any part of the sum owing to them under this contract may be paid to the holder of such lien for such release.
- 7. Buyer agrees that any drain tile that is located within the premises and is damaged by highway construction shall be repaired at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to the Seller. Buyer shall have the right of entry upon Sellers remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property of maintaining the same to restrain livestock.
- 8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
- 10. Seller states and warrants that, to the best of Seller's knowledge, there are no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except,
- 11. This Written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

Additional Right of Way Agreements:

SELLER'S ACKNOWLEDGMENT

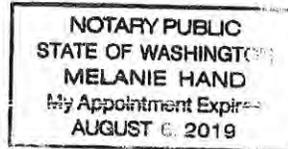
STATE OF ~~IOWA~~ WASHINGTON On this 10 day of October, 2017, before me, the undersigned, personally appeared Jamie Secheta

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

Melanie Hand
Notary Public in and for the State of Washington

BUYER'S APPROVAL

Darren Moon
Recommended by: Darren Moon P.E., Story County Engineer 10-20-17
(Date)



Melissa - VC
Approved by: Chairperson, Story County Board of Supervisors 10-31-17
(Date)

"Exhibit A"

STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

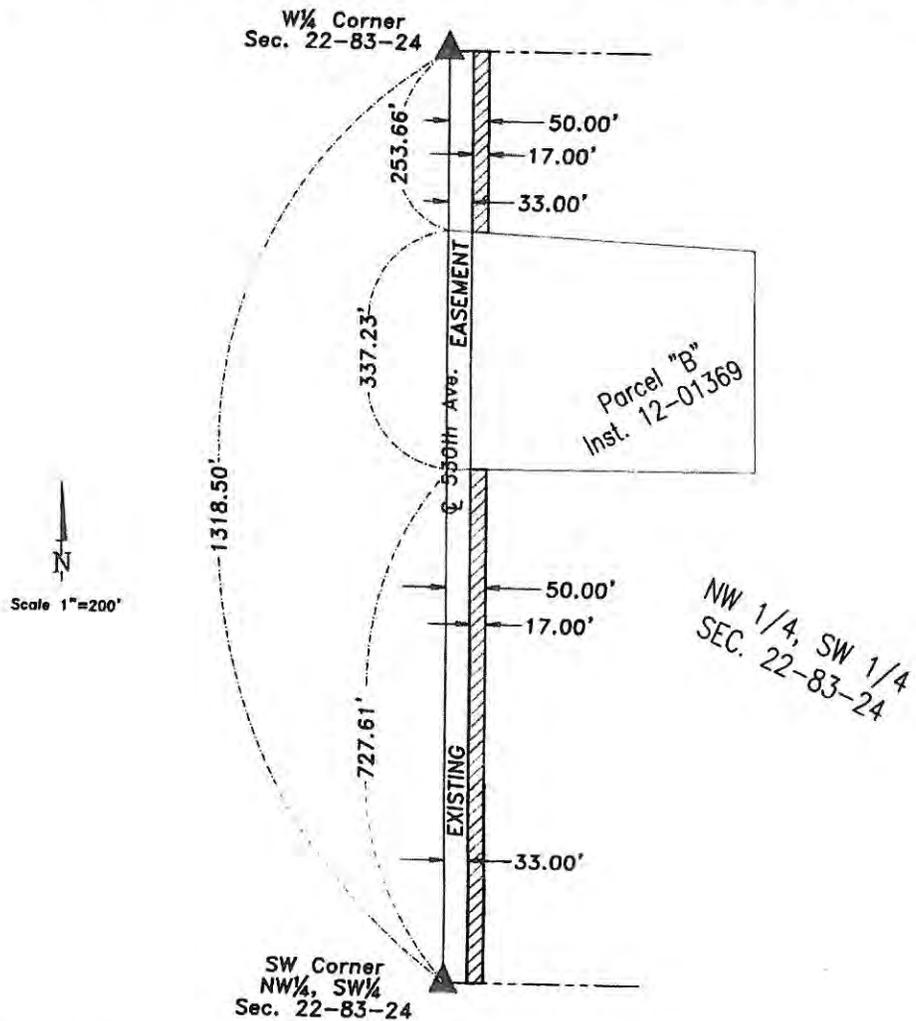
PROJECT NO. FM-C085(146)--55-85 PARCEL NO. 09-22-300-105

SECTION 22, TOWNSHIP 83N, RANGE 24W, OF THE 5TH P.M., STORY COUNTY, IOWA.

ACQUIRED FROM HOMER J. VILMONT TRUST, VONNIE SECKETA TRUST, JULE VILMONT

EXISTING R.O.W. 0.74 ACRES NEW R.O.W. 0.38 ACRES TOTAL R.O.W. 1.12 ACRES

The East 17.00 feet of the West 50.00 feet of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 22, Township 83 North, Range 24 West of the 5th P.M., Story County, Iowa, except Parcel "B" as shown on the "Plat of Survey" filed in the Office of the Recorder of Story County, Iowa, February 8, 2012 as Inst. 12-01369, Slide 426, Page 3, containing 1.12 acres, of which 0.74 acres is existing easement.



DATE DRAWN 7/19/17

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

CONTRACT FOR HIGHWAY RIGHT OF WAY

PARCEL No: 09-22-300-300
 PROJECT No: FM-C085(146)--55-85
 ROAD No: University (530th) Avenue

THIS AGREEMENT made and entered into this 10th day of October, A.D. 20 17 by and between

Homer J. Vilmont Residuary Trust 1/3, Vonnie Secketa Living Trust 1/3, Jule Vilmont 1/3

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

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

The East 17.00 feet of the West 50.00 feet of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 22, Township 83 North, Range 24 West of the 5th P.M., Story County, Iowa, containing 1.51 acres, of which 1.00 acres is existing easement.

County of Story, State of Iowa, and more particularly described on Page 4 and which include the following buildings, improvements and other property:

See attached graphical representation

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

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

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

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

	Payment Amount	Agreed Performance
\$	<u>7,165.00</u>	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>7,165.00</u>	TOTAL LUMP SUM

BREAKDOWN:		ac.=acres	sq.ft.=square feet		\$
Land by Fee Title			ac./sq.ft.		
Underlying Fee Title			ac./sq.ft.		
Permanent Easement	<u>0.51</u>		ac./sq.ft.	<u>7,140.00</u>	
Temporary Easement			ac./sq.ft.		
Damages for:					
				<u>Future Abstract Entry in the amount of \$25.00</u>	\$

Buildings & Improvements	\$
Fence <u> </u> rods woven	\$
Fence <u> </u> rods barb	\$

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

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

X [Signature] INDIVIDUAL
X [Signature] TRUSTEE OF THE HOMER J. VILMONT TRUST
X _____

- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 34 pages.
- 6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such lien from said premises, and if necessary and proper, Sellers agree that any part of the sum owing to them under this contract may be paid to the holder of such lien for such release.
- 7. Buyer agrees that any drain tile that is located within the premises and is damaged by highway construction shall be repaired at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to the Seller. Buyer shall have the right of entry upon Sellers remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property of maintaining the same to restrain livestock.
- 8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
- 10. Seller states and warrants that, to the best of Seller's knowledge, there are no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except,
- 11. This Written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

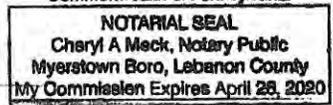
Additional Right of Way Agreements:

SELLER'S ACKNOWLEDGMENT
STATE OF IOWA: ss On this 10 day of October, 2017, before me, the undersigned, personally appeared De Vilmont

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

[Signature]
Notary Public in and for the State of Pennsylvania
Commonwealth of Pennsylvania

BUYER'S APPROVAL [Signature] 10-20-17
Recommended by: Darren Moon P.E., Story County Engineer (Date)



[Signature] 10/31/17
Approved by: Chairperson, Story County Board of Supervisors (Date)

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

X Veronica Seckita Trustee of the Veronica Seckita Living Trust
X Veronica Seckita Trustee of the Homer & Belmont Trust
X _____

- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.
- 6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such lien from said premises, and if necessary and proper, Sellers agree that any part of the sum owing to them under this contract may be paid to the holder of such lien for such release.
- 7. Buyer agrees that any drain tile that is located within the premises and is damaged by highway construction shall be repaired at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to the Seller. Buyer shall have the right of entry upon Sellers remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property of maintaining the same to restrain livestock.
- 8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
- 10. Seller states and warrants that, to the best of Seller's knowledge, there are no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except,
- 11. This Written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

Additional Right of Way Agreements:

SELLER'S ACKNOWLEDGMENT

STATE OF IOWA, ss On this 10 day of October, 2017, before me, the undersigned, personally appeared Veronica Seckita

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

Melanie Hand
Notary Public in and for the State of Washington

BUYER'S APPROVAL

Darren Moon 10-20-17
Recommended by: Darren Moon P.E., Story County Engineer (Date)

NOTARY PUBLIC
STATE OF WASHINGTON
MELANIE HAND
My Appointment Expires
AUGUST 6, 2019

Shelly W 10-31-17
Approved by: Chairperson, Story County Board of Supervisors (Date)

Prepared By: Story County Engineer's Office, 837 N Ave., Nevada, Iowa 50201, 515-382-7355

"Exhibit A"

STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

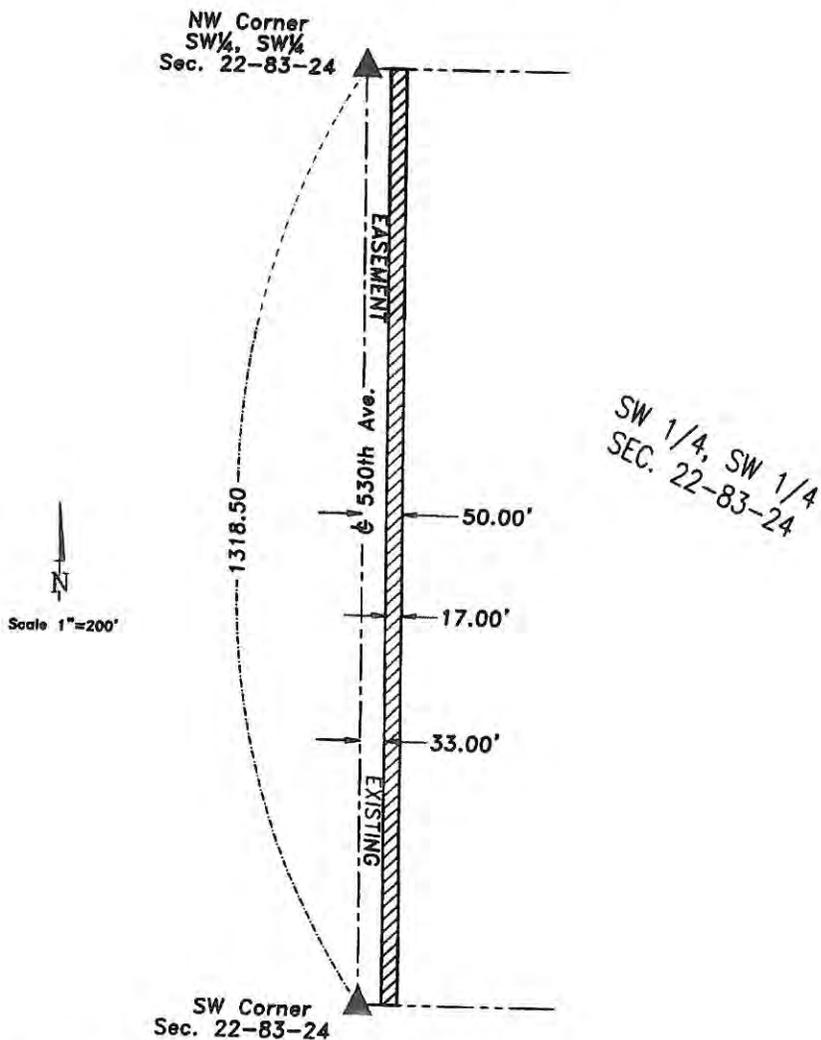
PROJECT NO. FM-C085(146)--55-85 PARCEL NO. 09-22-300-300

SECTION 22, TOWNSHIP 83N, RANGE 24W, OF THE 5TH P.M., STORY COUNTY, IOWA.

ACQUIRED FROM HOMER J. VILMONT TRUST, VONNIE SECKETA TRUST, JULE VILMONT

EXISTING R.O.W. 1.00 ACRES NEW R.O.W. 0.51 ACRES TOTAL R.O.W. 1.51 ACRES

The East 17.00 feet of the West 50.00 feet of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 22, Township 83 North, Range 24 West of the 5th P.M., Story County, Iowa, containing 1.51 acres, of which 1.00 acres is existing easement.



DATE DRAWN 7/19/17

G:\Autocad\Projects\Paving\University Ave Grade-and-Pave\Easement Plats\Vilmont 1.dwg

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared by Leanne Harter, AICP, CFM, County Outreach and Special Projects Manager, 900 6th Street, Nevada, Iowa 50201 515-382-7247

STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER 18-14

SETTING DATE AND TIME FOR PUBLIC HEARING FOR NOVEMBER 14, 2017, FOR CONSIDERATION OF RESOLUTION NO. 18-50 A RESOLUTION TO ENTER INTO A SALE AGREEMENT FOR THE PURCHASE OF COUNTY PROPERTY, CERTAIN REAL PROPERTY IN ZEARING, IOWA, FOR THE AMOUNT OF \$18,883.00, AND AUTHORIZE THE SIGNATURE UPON THE SALE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTATION TO EFFECTUATE THE PURCHASE BY THE CHAIRMAN OF THE BOARD OF SUPERVISORS

WHEREAS, the Story County Board of Supervisors of Story County, Iowa, that in order to acquire an interest in real property, for the purpose and use as a recreational trail, will consider a Sale Agreement between Story County Iowa, and Union Pacific Railroad Company, to purchase the property;

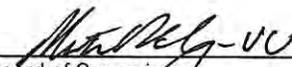
AND WHEREAS, notice of a Public Hearing by the Story County Board of Supervisors on the proposed Purchase Agreement is heretofore given in compliance with the provisions of the Code of Iowa;

AND WHEREAS, Story County will be considering the Sale Agreement on November 14, 2017.

NOW THEREFORE BE IT RESOLVED that a public hearing on this matter be held on the 14th day of November, 2017, in the Public Meeting Room of the Story County Administration Building, 900 6th Street, Nevada, Iowa, at 10:00 AM.

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

Dated this 31st day of October 2017.



Board of Supervisors



Attest: Story County Auditor

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

**STORY COUNTY SHERIFF
SERVICE AGREEMENT
17-06**

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

Definitions:

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

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

The Defense Contracting Activity hereinafter (the "Contractor") agrees to employ the Service Provider as set forth by the terms listed in this agreement.

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

Additional Terms, if none then state "none":

None

Terms

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

Contractor Address:
Defense Contracting Activity
1350 Beverly Rd Suite 115-206
McLean, VA 22101
202-600-6095

I Description of Services

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

II Additional Services

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

Duty Requirements attached

III Times and location(s)

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

Location: Story County Sheriff's Office Firearms Range
Nevada, IA 50201

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

State date of service: Day Month Year

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

Date of service: 26 October 2017
Day Month Year

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

Start date of service: Day Month Year

Chart

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

Additional Locations:

Address:
City/rural:

(If necessary attach additional descriptions)

IV Duration of Agreement

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

V Fees

The Contractor agrees to pay:

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

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

VI Payment

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

VII Changes or Termination during the Agreement

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

VIII Confidentiality

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

IX Liability

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

X Acts of God and Acts of Others

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

XI Hazards

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

XII Inconsistent Terms

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

XIII Representative

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

Service Provider Representative

Contractor Representative

Lt. Gary Backous

John Snyder

Address:

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

**Defense Contracting Activity
1350 Beverly Rd Suite 115-206
McLean, VA 22101
202-600-6095**

Billing Address:

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

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

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

Service Agreement Signatures

Service Provider

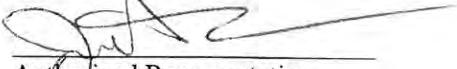

Authorized Representative

Lieutenant, Support Services

Title

10/26/2017
Date

Contractor


Authorized Representative

President / CEO
Title

10/26/2017
Date

j.SNYDER@go-DC A.COM

The Service Provider representative has the authority to enter this agreement as authorized by the Story County Board of Supervisors. The date of this agreement by the Board of Supervisors is 10/3/17


Board of Supervisors


Attest: Story County Auditor

(Staple attachments to back)

AIA[®] Document G701[™] – 2001

Change Order

PROJECT (Name and address): Story County Conservation Board 56461 180th Street Ames, IA 50010	CHANGE ORDER NUMBER: 002 DATE: September 29, 2017	OWNER: <input checked="" type="checkbox"/> ARCHITECT: <input type="checkbox"/> CONTRACTOR: <input type="checkbox"/> FIELD: <input type="checkbox"/> OTHER: <input type="checkbox"/>
TO CONTRACTOR (Name and address): Woodruff Construction, LLC 1920 Philadelphia Street, Suite 102 Ames, IA 50010	ARCHITECT'S PROJECT NUMBER: 2016010 CONTRACT DATE: November 15, 2016 CONTRACT FOR: General Construction	

THE CONTRACT IS CHANGED AS FOLLOWS:

(Include, where applicable, any undisputed amount attributable to previously executed Construction Change Directives)

- A. Modify Masonry Requirements.....DEDUCT (\$ 2,000.00)
- B. Modify Epoxy Flooring Requirements.....DEDUCT (\$ 500.00)
- C. Modify Toilet Partition Doors & Shower Rods.....DEDUCT (\$ 200.00)

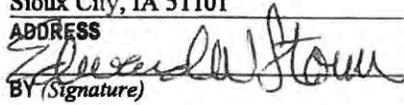
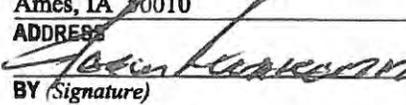
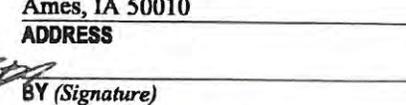
TOTAL DEDUCT (\$2,700.00)

The original Contract Sum was	\$ 712,400.00
The net change by previously authorized Change Orders	\$ 14,621.00
The Contract Sum prior to this Change Order was	\$ 727,021.00
The Contract Sum will be decreased by this Change Order in the amount of	\$ 2,700.00
The new Contract Sum including this Change Order will be	\$ 724,321.00

The Contract Time will be increased by Zero (0) days.
The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This Change Order does not include changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

FEH DESIGN ARCHITECT (Firm name) 701 Pierce Street, Suite 100 Sioux City, IA 51101 ADDRESS  BY (Signature) Edward Storm, AIA (Typed name) 10/16/2017 DATE	Woodruff Construction, LLC CONTRACTOR (Firm name) 1920 Philadelphia Street, Suite 102 Ames, IA 50010 ADDRESS  BY (Signature) Jason Rechkemmer Central Regional President (Typed name) 10/10/17 DATE	Story County Board of Supervisors OWNER (Firm name) 56461 180th Street Ames, IA 50010 ADDRESS  BY (Signature) Rick Sanders, Chair (Typed name) 10/31/17 DATE
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Closure No. 18-16

Date 10/20/2017

Resolution

BE IT RESOLVED

by the Board of Supervisors of Story County, Iowa, to approve the road closure(s) for the purpose of Regrading in Indian Creek Twp. Sect. 28 on 322nd St. from 645th Ave.to the City Limits of Maxwell

Motion by: Olson Seconded by: Chitty

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

Matthew 10-31-17
Story County Board of Supervisors

STORY COUNTY UTILITY PERMIT

Date 10/20/17

To the Board of Supervisors, Story County, Iowa:

The Midland Power Cooperative Company, incorporated under the laws of Iowa, with its principal place of business at Jefferson IA 50129, 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 UG on secondary route Bore under, from 180th st to 51756 180th st, a distance of 1/8 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 10/20/17

Midland Power Cooperative
Name of Company (Applicant - Permittee)

John Zumbly 515-370-5269
by Phone no.

Recommended for Approval:

Date 10-20-17

Dawn Mon 515-382-7355
County Engineer Phone no.

Approved:

Date 10/31/17

Mark Kelly - VC 10-31-17
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.

1-09

Permit Number 18-34

STORY COUNTY UTILITY PERMIT

Date 10/26/17

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 50011, 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 to 2922 620th Ave, a distance of 135' ~~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:
Trench and install 135' of #1AL single phase primary (7,200 volts) to property of 2922 620th Ave Nevada.
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 26 OCT 2017

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

Thomas R. Sule 515-205-3407
by Phone no.

Recommended for Approval:

Date 10-26-17

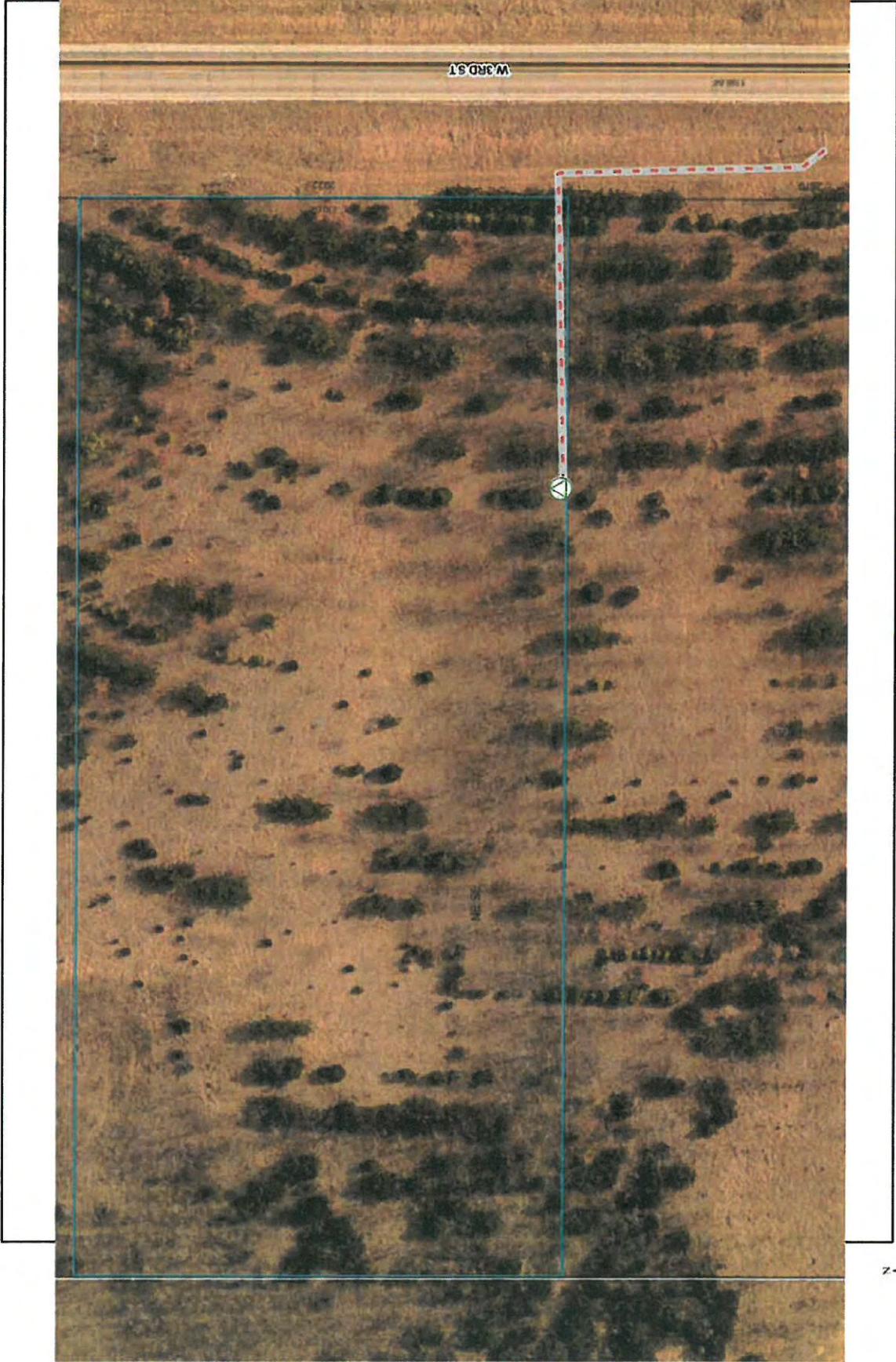
James Mann 515-382-7355
County Engineer Phone no.

Approved:

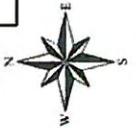
Date 10/31/17

Mandy 10-31-17
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.



PRIMARY FOR 2922 620TH AVE NEVADA



DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

Prepared by Sue McCaskey, Story County Animal Control Director, 975 W. Lincoln Way, Nevada, Iowa
50201 515-382-3338

STORY COUNTY IOWA

Ordinance Number 265

AN ORDINANCE Amending Chapter 45 - Animal Control and Welfare OF THE STORY COUNTY CODE OF ORDINANCES.

BE IT ENACTED by the Board of Supervisors of Story County, Iowa:

Section 1. Purpose. The purpose of this ordinance is to amend previous definitions, clarify language regarding types of animals, appropriate care, and prohibited acts.

Section 2. Proposed Amendments. Changes to Chapter 45, as shown on "Appendix A" including Section 45.02 Definitions: defined "Animal Hoarding", "Cruelty", separated "Neglect" and "Suffering" definitions, revised "Private Kennel" description; Changes to Section 45.04 Penalties: added cruelty to Prohibited Acts, added definitions to Penalties; Changes to Section 45.09 Vicious Dogs: added clarifying language to definition of "Vicious Dog"; Section 45.10 Exotic Animals: added clarifying language to the definition of "Exotic Animals"; Section 45.11 Standards for Private Kennels: added requirements for "Breeding Kennels"; Section 45.12 Animal Welfare and Care: revised language regarding appropriate care to animals, including livestock; 45.13 Animal Hoarding added as a new section to this ordinance.

Section 3. Repealer. All ordinances or parts, of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. Saving Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 5. Effective Date. This ordinance shall be effective after its final passage, approval and publication of the ordinance or a summary thereof, as provided by law.

Action upon FIRST Consideration:

DATE: October 17, 2017

Moved by: Olson

Seconded by: Chitty

Voting Aye: Olson, Chitty, Sanders
Voting Nay: None
Not Voting: None
Absent: None

Action upon SECOND Consideration:

DATE: October 24, 2017

Moved by: Olson

Seconded by: Sanders

Voting Aye: Olson, Sanders

Voting Nay: None

Not Voting: None

Absent: Marty Chitty

Action upon THIRD Consideration:

DATE: October 31, 2017

Moved by: Olson

Seconded by: Chitty

Voting Aye: Olson, Chitty

Voting Nay: None

Not Voting: None

Absent: Rick Sanders

ADOPTED THIS 31st day of October, 2017.



Story County Board of Supervisors



ATTEST: County Auditor

CHAPTER 45

ANIMAL CONTROL AND WELFARE

45.01	Purpose	45.07	Biting and Attacking Other Animals or Humans
45.02	Definitions	45.08	Control of a Dangerous Animal
45.03	Prohibited Acts	45.09	Vicious Dogs
45.04	Penalties	45.10	Exotic Animals
45.05	Shelter Fees and Procedures	45.11	Standards for Private Kennels
45.06	Rabies Control	45.12	Animal Welfare and Care
		45.13	Animal Hoarding

45.01 PURPOSE. This chapter provides for the supervision of domestic and exotic animals so they may live in harmony with people and the environment. These provisions stress the need for responsible animal ownership in order to prevent any violation of property rights and to protect the lives and well-being of people and domestic and exotic animals.

45.02 DEFINITIONS. For use in this chapter, the following terms or words are interpreted or defined:

1. "Animal" means any nonhuman vertebrate.
2. "Animal Control Officer" (ACO) means the individual appointed by the Board of Supervisors to enforce this chapter.
3. "Animal hoarding" means:
 - (a) the collection, housing or harboring of animals in filthy, unsanitary conditions that constitute a health hazard to the animals being kept; or
 - (b) the collection of dead animals that are not properly disposed of; or
 - (c) the collection of animals with failure to provide them with minimal standards of care including but not limited to nutrition, sanitation, shelter/housing, and veterinary care.
4. "Appeal Board" means the County Board of Health
5. "At large" means off the property of the owner and not under the control of the owner, keeper or other person acting for the owner.
6. "Companion cat" means any cat that resides in or about the owner's house.
7. "Control" is established when an animal is secured by a leash or lead, confined in a fenced area, or is restrained in a vehicle, or is obedient to a

responsible person's commands within a reasonable distance from that person, and such person has in his or her possession a leash or lead appropriate to control such animal.

8. "Cruelty" means knowingly, recklessly, or with negligence causing deprivation of necessary sustenance. Also includes but is not limited to beating, punching, kicking or housing animals in conditions that result in chronic or repeated physical harm; overall mistreatment of animal causing it unnecessary or unjustifiable pain, suffering, or death.

9. "Dangerous animal" means (i) any animal that constitutes a physical threat to human beings or other domestic animal by virtue of a known propensity to endanger life by an unprovoked assault or bite so as to cause bodily harm; and (ii) an animal trained, owned, or harbored for the purpose, primarily or in part, of animal fighting. An animal is not deemed dangerous if it bites, attacks, or menaces:

- A. Anyone assaulting the animal's owner;
- B. A trespasser on the property of the owner;
- C. Any person or other animal who has tormented or abused it.

An animal is not deemed dangerous if: (i) it is otherwise acting in defense of an attack from a person or other animal upon the owner or other person; (ii) it is protecting its young or other animal; or (iii) it is an animal assisting a peace officer engaged in law enforcement duties.

10. "Disturbance" means any of the following acts by an animal:

- A. Chasing, maiming, or killing domestic animals, livestock, fowl, or humans;
- B. Damaging or destroying personal property;
- C. Attacking, biting, or attempting to attack or bite a person when such person is conducting himself or herself lawfully;
- D. Molesting or chasing pedestrians or passing vehicles;
- E. Fighting with another domestic animal; including when other animal is confined or leashed on its owner's property;
- F. Unintentional breeding due to one or both animals being at large.

11. "Dog bite" or "attack" or "bite incident" means any contact with an animal's mouth and a human that leaves visible evidence of trauma or bodily injury, such as a wound, hemorrhage, bruising, swelling, etc., and which may be associated with pain or discomfort. Any dog or cat bite that draws blood (by scratching or biting) shall be subject to a bite report taken by the Animal Control Department.

Bites shall be categorized in one of three ways: (i) incited or provoked; (ii) unprovoked or vicious attack; or (iii) accidental.

12. "Good animal husbandry" means the care or destruction of an animal according to accepted practices and procedures of a profession, occupation, or business which routinely cares for or destroys animals, as defined in Section 169.3 or the *Code of Iowa*.

13. "Livestock" means a domesticated or exotic animal which is raised to directly or indirectly produce material products, to provide services or personal pleasure.

14. "Neglected condition" means condition where owner fails to provide for animal health or safety, including but not limited to failure to provide adequate food, water, shelter, exercise, ventilation or necessary veterinary care to an animal or to adequately confine an animal in a manner appropriate to its species, breed, age, and condition (which may be decided by the ACO and verified by a licensed veterinarian)."

15. "Suffering condition: means any condition or situation in which the animal is in imminent danger (which may be decided by the ACO and verified by a licensed veterinarian).

16. "Nuisance" means any of the following acts by an animal:

- A. Trespassing on or soiling public property or private property not belonging to the animal's owner;
- B. Prolonged or incessant howling, whining, barking, or making of other sounds common to its species;
- C. Causes dangerous conditions.

17. "Owner" means any person who owns, harbors, keeps, maintains, or shelters an animal. Where the animal is kept by a family, the head of household shall be responsible for the requirements of this chapter. Owner includes any person who knowingly permits a domestic animal to remain on or about the premises occupied by that person for a period of seven or more consecutive days.

18. "Person" means any individual, corporation, government, or governmental subdivision or agency, business trust, estate, trust partnership or association, or any other legal entity.

19. "Pet" means a domesticated or exotic animal which is raised or kept to provide a person companionship, or which is trained to provide a service. (This can also include livestock).

20. "Private kennel" means any person, excluding any State licensed kennel, pet shop, veterinary clinic, or any federally licensed kennel which keeps or harbors more than five dogs or cats over six months of age. In the case of someone who wishes to breed dogs or cats, and has over five of any species over six months of age, a State or Federal license is required.

45.03 PROHIBITED ACTS.

1. It is the duty of the animal owner to keep his or her animal under control at all times. It is unlawful for an animal to run at large. It is unlawful for an owner to allow his or her animal to cause a disturbance or nuisance. Violations of this section may be charged as a civil infraction or criminal violation.

2. It is unlawful for any person to open any gate, bar, door, fence, partition, human trap, or any portion of a kennel or animal shelter with the intent to allow an animal to escape without having the right to do so.

3. No person shall interfere with, knowingly resist or obstruct any Animal Control Officer in the performance of said officer's lawful duty or authority.

4. No person shall knowingly expose any poisoned meat or other poisoned substance on public or private property where the same may be taken by any human being or animal. Nothing in this subsection shall prohibit the poisoning of rodent pests.

6. No person shall commit acts of cruelty;

5. No person shall leave an animal unattended in a standing or parked vehicle in a manner that endangers the health or safety of the animal. The following persons may use reasonable means, including reasonable force (e.g., breaking a vehicle window or using a locksmith) to remove an animal from a vehicle when there is a violation of this section:

- A. Animal Control Officer;
- B. Peace Officer;
- C. member of a fire or rescue squad.

The person rescuing the animal shall notify the Animal Control Officer, who may take the animal to a veterinarian for treatment, if necessary. The cost of such treatment is the responsibility of the owner or the person responsible for leaving the animal unattended.

6. It is unlawful for any person to abandon an animal on public or private property.

45.04 PENALTIES.

1. It is a simple misdemeanor for a person to do an act forbidden or to fail to perform an act required by this chapter. The penalties for a simple misdemeanor are as set out in Section 903.1(a) of the *Code of Iowa*. Each act or omission in violation of this chapter shall constitute a separate offense. Each day that such violation continues to exist shall constitute a separate offense. In addition to any other penalties allowed by law, the court, as part of any sentence, may do a combination of any of the following:

A. Prohibit the offender from owning, possessing, or having on the offender's premises any animal during the term of the sentence;

B. Order that the animal be surrendered to the county animal control facility.

C. Order the offender to obtain a mental health evaluation and follow through with any recommended treatment.

2. The owners of animals impounded shall be responsible for all incurred costs and fines upon claiming said animal, including impound and board fees.

3. Animals found in violation of this chapter and impounded are subject to a schedule violation fee adopted by resolution of the Board of Supervisors. For animals impounded two or more times within a calendar year, the impound fees will be doubled.

4. Violations are subject to a schedule citation fee adopted by a resolution of the Board of Supervisors. Animals or owners cited more than two times within a calendar year are subject to charges being filed.

5. All animals that are at large, or not in control, or causing a nuisance or disturbance off of their owner's property are subject to impoundment at the County Animal Shelter and will be held for seven days for the owner to reclaim. After the seven-day holding period, the dog or cat becomes the property of Story County.

6. An animal against whom multiple complaints for running at large or causing a disturbance have been made may be subject to restraint on the property of the owner by demand of the Animal Control Officer. Failure to comply with such an order of restraint shall be a simple misdemeanor or civil infraction.

7. It is a simple misdemeanor for an owner to violate any of the conditions of quarantine as prescribed by the local Board of Health or the Iowa Department of Agriculture.

45.05 SHELTER FEES AND PROCEDURES

1. An animal shall be put up for adoption after the initial seven-day claim period. The length of the adoption period shall be determined by the Animal Control Director.
2. Shelter fees shall be adopted by resolution of the Board of Supervisors.
3. The ACO may euthanize any animal for which no reasonable veterinary care would prove practical to sustain said animal or when the animal is believed to have been exposed to a disease infectious to either humans or animals, or is deemed feral or vicious by the ACO, or is not adoptable as a domestic pet.

45.06 RABIES CONTROL.

1. Dogs and companion cats over the age of four months must have a valid rabies vaccination.
2. Any dog or cat that bites a person or other animal is subject to a rabies quarantine of up to 10 days and the owner shall be responsible for paying the costs associated with that quarantine.
3. Exotic animals, for which there is no legal rabies vaccine, and domestic animals that do not have current rabies vaccinations and which are known to have bitten a human or are suspected of being infected with rabies may be promptly and humanely euthanized and examined for rabies, or impounded at a vet clinic or animal shelter for a 10 day quarantine period, with costs incurred by the owner.
4. It is the duty of the owner of any dog, cat, or other animal that has bitten a person (or any person having knowledge of such a bite or attack) to report the incident to the Story County Animal Control Department.

45.07 BITING AND ATTACKING OTHER ANIMALS OR HUMANS.

1. An animal involved in a bite incident with domestic animals or humans may be considered a dangerous animal.
2. Failure of the owner of an animal to control such animal and thus enable it to bite a person may be subject to a simple misdemeanor.
3. Any animal that bites or inflicts an injury upon a person or domestic animal or livestock is subject to impoundment for a rabies observation quarantine.
4. An animal involved in a bite incident with a person or domestic animal or livestock may be define as a dangerous animal.

5. The owner of an animal declared dangerous may appeal within five working days of notification of the dangerous animal classification. The appeal must be made, in writing, to the Animal Control Department and a hearing will be arranged. Until a decision is made, the animal must be housed and cared for by conditions set out for owning a danger animal.

45.08 CONTROL OF A DANGEROUS ANIMAL.

1. If the Animal Control Officer (SCO) or peace officer believes an animal has been involved in a disturbance or bite incident, poses a risk or threat of harm to any person or domestic animal, said officer may then impound the animal. If the enforcement officer determines that the animal cannot be safely captured, the animal may be chemically restrained. Story County will not be held responsible for the death or injury of a believed dangerous animal due to chemical restraint. As an alternative to impoundment, the ACO may elect to allow the owner to keep the animal at the owner's home if the owner agrees, in writing, that the animal will be secured at all times and the owner agrees to accept any and all responsibility if the animal is involved in another disturbance or bite incident. Failure to keep the animal secured as set out in the written agreement shall be a simple misdemeanor.

2. If the animal is impounded pursuant to subsection 1, the ACO shall make a reasonable attempt to notify the owner of the animal, if known, of its whereabouts as soon as practical.

3. Once an animal has been impounded pursuant to subsection 1, the ACO shall investigate to determine whether the animal should be declared a dangerous animal. This determination shall be made within seven working days.

4. The owner of an animal determined to be dangerous shall be given written notice. This notice shall include the reasons for the determination and the necessary provisions that must be met for continued ownership.

5. The ACO may impose any condition reasonably necessary to insure public safety upon release of or for continued ownership of a dangerous animal. These provisions shall be documented in writing and a copy of the provisions shall be signed by the owner agreeing to the provisions. There shall be copies on file of this agreement with the Animal Control Department and the owner.

6. It is unlawful to fail to follow the provisions imposed for release or continued ownership of a dangerous animal. This violation may be charged as a civil infraction or as a criminal offense. In addition, the court may order the animal be surrendered and humanely destroyed.

The owner of an animal declared a dangerous animal, and upheld by a hearing, may appeal that declaration or the provisions imposed by filing a notice, in writing, with the Clerk of Court within five working days of receiving the provisions. The District Associate Court shall hear and determine the matter.

45.09 VICIOUS DOGS.

It is unlawful for any person to harbor or keep a vicious dog in the County. As used in this section, "vicious dog" means:

1. Any animal that has attacked a human being or domestic animal without provocation.
2. Any dog with a history, tendency, or disposition to attack, to cause injury to, or to otherwise endanger the safety of human beings or domestic animals.
3. Any dog that has been trained for dog fighting, animal fighting, or animal baiting or is owned or kept for such purposes at the ACO's discretion.
4. Any animal that causes serious injury to a human being or domestic animal.
5. Any dog trained to attack human beings, upon command or spontaneously in response to human activities, except dogs owned by and under the control of the Sheriff's Department, Police Departments, a law enforcement agency of the United States, or branch of the U.S. armed forces.

Any vicious dog that is found in the confines of the County shall either: (i) be kept inside a residence in a secure place and removed by the County within 12 hours; or (ii) be impounded by the County and may be humanely destroyed.

45.10 EXOTIC ANIMALS.

1. All animals that are not domesticated pets or domesticated livestock shall be considered exotic animals. Hybrids of wolf/domestic dog and coyote/domestic dog are exotic animals.
2. No person may own, possess or have custody of any of the following exotic animals unless that person obtains a license for that purpose from the Animal Control Department. Individuals holding a valid Iowa Collectors Permit from the Iowa Department of Natural Resources and certification by a State or Federal regulatory agency that the animal was born and maintained continuously

in captivity in accordance with all applicable regulations are exempt from the provisions of this section. The exotic animals regulated by this section are:

- A. Any venomous snake, reptile, scorpion, or insects;
- B. Any snake with a total length of eight feet or more;
- C. Any reptile with a total body length of three feet or more;
- D. Any of the big cat or wildcat species and crosses of one-half or more;
- E. Any bears;
- F. Wolves or coyotes and crosses of one-half or more;
- G. Skunks
- H. Raccoons;
- I. Foxes;
- J. Weasels;
- K. Mink
- L. Wolverines;
- M. Otters;
- N. Wild rodents;
- O. Opossums;
- P. Beavers;
- Q. Badgers;
- R. Nonhuman primates or monkeys;
- S. Other animals, subject to Animal Control discretion.

3. The license required in subsection 2 shall be issued annually at the discretion of the ACO upon payment of an accrued fee and inspection of the animal housing facilities by the ACO. The fee shall be adopted by resolution of the Board of Supervisors.

45.11 STANDARDS FOR PRIVATE KENNELS.

All private breeding kennels shall be required to obtain a temporary license issued by the ACO until a state or federal license is obtained. Licenses shall be issued annually

by the State of Iowa or federal government providing compliance with the following provisions are fulfilled:

1. The primary structure shall be maintained in such a manner that air temperature and ventilation shall be adequate for health and reasonable comfort of the animals housed within.
2. The animals shall have adequate space for exercise necessary to maintain good health. (Space requirements for animals may be subject to changes at the ACO's request, depending on animal species and numbers).
3. All kennel areas shall be maintained so that the animal waste does not accumulate and cause a health hazard to the animals or an offensive smell.
4. All animals shall be maintained in such a manner that the noise from the kennel shall not be disturbing.
5. All animals shall be maintained with at least a minimum level of care as outlined by Section 45.12.
6. All animals shall meet the requirements of Section 45.06.
7. The ACO shall be given reasonable access for inspection of the private kennel premises regardless of a state or federal license.

45.12 ANIMAL WELFARE AND CARE.

All animals shall be maintained with an appropriate level of care. This means the care sufficient to reasonably preserve the physical health and condition of the animals, and except for emergencies of circumstances beyond the reasonable control of the owner and practices of good animal husbandry, includes but is not limited to the following requirements:

1. A quantity of wholesome feed suitable for the animal's species and age, sufficient to maintain reasonable levels of nutrition, shall be provided at intervals of not more than 24 hours or longer if the dietary requirements of the animal require.
2. Reasonable access to an adequate supply of clean, fresh water provided for drinking in amounts suitable for the species on a continuous basis.
3. If the animal is a pet, adequate access to a shelter sufficient to ensure that the pet does not suffer unreasonable distress due to natural elements,

including but not limited to wind, rain, snow, sun, cold, or dampness. Pet taxis, steel drums, bushes, etc. do not qualify. A doghouse with adequate space for the dog to be housed in, a shed, or building free of the elements of temperature and weather extremes.

4. If the animal is livestock, there must be access to a natural or constructed barrier sufficient to offer reasonable protection against temperature extremes, wind, rain, or snow. These would include natural windbreaks such as bush or tree lines, large hay bales, pole building, shed, or barn.
5. If the animal is restricted in a confinement area for an extended period, the areas shall be kept clean and free from contaminants, including animal waste, which may threaten the health of the animal. Enclosures that include fencing must be designed and maintained so as to minimize bruising, injuries, and provide safety for human beings and other animals.
6. Veterinary or farrier care, when necessary, to relieve distress from injury, disease or neglect.
7. If the animal is a pet, a confinement area with adequate space for the exercise necessary to preserve the health of the animal and which provides a dry area for the animal to rest. The air temperature or ventilation in the confinement area shall be suitable to preserve the health of a normal animal of the same species.
8. If an animal is fastened by a leash, including a rope or chain, which restricts the movement of the animal, a leash shall be attached to the animal by a well-fitting collar or harness that is fastened to the animal in a manner designed to prevent injury or entanglement. A leash shall not restrict an animal from access to adequate shelter or sufficient food or water.

In the event that the ACO finds an animal in neglected or suffering conditions, the ACO shall have the right to remove or cause to have removed such animal to a safe place for care, the cost to be borne by the owner, providing a reasonable attempt to notify the owner be made. Return shall not be permitted until the owner shall have made full payment for all expenses so incurred and issues addressed that had the animal confiscated. Said payments shall not be considered in lieu of criminal charges which may be filed.

45.13 ANIMAL HOARDING

It shall be unlawful for any person to engage in Animal Hoarding. It shall be unlawful to collect animals and fail to provide them with humane and/or adequate care, or collect, house or harbor animals in filthy, unsanitary conditions that constitute a health hazard to the animals being kept.

A violation of this section is punishable pursuant to section 45.04 of this section.