

The Board of Supervisors met on 11/7/17 at 10:00 a.m. in the Story County Administration Building. Members present: Rick Sanders, Marty Chitty, and Lauris Olson, with Sanders presiding. (all audio of meetings available at storycountyia.gov). Sanders clarified that two items on the Consent Agenda and one Additional Item contain personnel action. He stated action taken at the 10/31/17 awarding a bid is void. Story County Attorney Jessica Reynolds clarified the action was invalid and provided an overview of the bid bond and award process. Award of bid will be considered at the 11/14/17 meeting.

PROCLAMATION DECLARING THE NOVEMBER 16TH AS "WORLD PANCREATIC CANCER DAY" IN STORY COUNTY, IOWA – Chitty read the proclamation. Melinda Thach, Volunteer, Media Relations Chair, Des Moines Affiliate, Pancreatic Cancer Action Network, provided details and statistics on pancreatic cancer. Chitty moved, Olson seconded the approval of the Proclamation declaring November 16th as "World Pancreatic Cancer Day" in Story County, Iowa. Motion carried unanimously (MCU) on a roll call vote.

MINUTES: 10/31/17 Minutes – Sanders asked that a note be added to the minutes voiding the award of bid; these minutes shall be considered on 11/14/17.

PERSONNEL ACTIONS: Sanders noted the Board will also consider Consent Agenda items which contain personnel action. 1) new hire in a) Attorney's Office, effective 11/12/17, for Alexis Werthmann @ \$10.00/hr; effective 11/14/17 for Lucas Richardson @ \$3,883.85/bw; b) Secondary Roads, effective 11/13/17, for Brad Tendall @ \$18.50/hr. Chitty moved, Olson seconded the as presented. Roll call vote. (MCU)

Sanders requested to remove items #1 and #11 for individual consideration. Olson moved, Chitty seconded the approval of Consent Agenda with noted changes.

2. Amended 28E Agreement between the City of Ames and Story County with respect to ice and snow control in and around Ames, Iowa
3. Contract between Millet Software and Information Technology (IT) for software maintenance, effective 12/27/17-12/27/18, for \$20.00
4. Proposal for Materials Testing and Special Inspection Services for Secondary Roads Building Improvements with Terracon for \$8,556.00
5. Acknowledgment of Final Audit Report from Community and Family Resources and The Richmond Center
6. Contract for Highway Right-of-Way with Steven C. Wright and Joyce M. Wright for the Purchase of Permanent Easement for \$1,845.00 (Project No. FM-C085(146)--55-85
7. Tenant Agreement for Highway Right-of-Way with Kyle Clark for the Purchase of Permanent Easement for \$25.00 (Project No. FM-C085(146)--55-85)
8. Tenant Agreements for Highway Right-of-Way with Michael Wright and Steven Wright for the Purchase of Permanent Easements totaling \$50.00 Total (Project No. FM-C085(146)--55-85) (two parcels)
9. Employment Agreement between Cody Hamilton and Story County, effective 12/10/17-12/10/21
10. Employment Agreement between Jordan Lentz and Story County, effective 12/24/17-12/24/21
12. Enrollment for CARFAX For Police Program between CARFAX and Story County Sheriff's Office, effective 11/7/17
13. Resolution #18-57, Setting a Date and Time for Public Hearing for November 14, 2017, for First Consideration Of Ordinance No. 267 Amending Certain Boundaries of the Official Zoning Map of Story County, Iowa - Robinson Rezoning
14. Road Closure Resolution: #18-17
15. Utility Permits: #18-35, #18-36, #18-37, #18-38

Roll call vote. (MCU)

1. Resolution #18-55, Appointment of Lead Criminal Prosecuting Story County Attorney – Sanders stated Meredith received a title change/promotion with no change in salary. Olson moved, Chitty seconded the approval Resolution #18-55, Appointment of Lead Criminal Prosecuting Story County Attorney, Tiffany Meredith
11. Resolution #18-56 Appointment of First Assistant Story County Attorney – Sanders reported the position change is effective 11/12/17 at a biweekly salary of \$4,431.86. Chitty moved, Olson seconded the approval of Resolution #18-56, Appointment of First Assistant Story County Attorney, Timothy Meals; effective date 11/12/17 of a biweekly salary of \$4,431.86. Roll call vote. (MCU)

RESOLUTION #18-52, FY18 BUDGET AMENDMENT – Lisa Markley, Assistant Auditor, reported on the budget amendment process and publication requirements. She provided detail on revenues and expenditures for a number of projects. Discussion took place. Sanders opened the public hearing at 10:21 a.m., and, hearing none, he closed the public hearing at 10:21 a.m. Olson moved, Chitty seconded approval of Resolution #18-52, FY18 Budget Amendment as presented. Roll call vote. (MCU)

RESOLUTION #18-53, APPROPRIATIONS AMENDMENT – Lisa Markley, Assistant Auditor, stated the resolution is to appropriate the funds amended to allow for spending. Chitty moved, Olson seconded the approval of Resolution #18-53, Appropriations Amendment as presented. Roll call vote. (MCU)

Markley reported to return next week with a countywide appropriations amendment.

FY18 ALLOCATIONS AS RECOMMENDED BY THE STORY COUNTY ECONOMIC DEVELOPMENT GROUP – Leanne Harter, County Outreach and Special Projects Manager, reported on the process of annual allocations. Lisa Markley, Assistant Auditor, asked if there was any discussion regarding timing of allocation disbursement. Harter stated no. Markley recommending adding a March payment note. Sanders stated a springtime payment is his intent. Discussion took place. Olson moved, Chitty seconded the FY18 Allocations as recommended by the Story County Economic Development Group as presented. Sanders clarified payment shall be disbursed in the spring of 2018. The Board concurred. Roll call vote. (MCU)

ORDINANCE DEVELOPMENT AND REVIEW GUIDELINES MANUAL FOLLOWING THE SEVEN-DAY REVIEW – Leanne Harter, County Outreach and Special Projects Manager, reported on background information and the comments received. Discussion took place. Olson moved, Chitty seconded the approval of Ordinance Development and Review Guidelines Manual with changes as recommended following Seven-Day Review. Roll call vote. (MCU)

RESOLUTION #18-59, TO FIX THE TERM OF EMPLOYMENT AND COMPENSATION FOR THE ASSISTANT COUNTY ENGINEER PURSUANT TO CODE OF IOWA §309.17-18 – Alissa Wignall, Human Resources (HR)

Director, read the relevant sections of the *Code of Iowa*. She stated market salary was used. Discussion took place. Olson moved, Chitty seconded the approval of Resolution #18-59, to Fix the Term of Employment and Compensation for the Story County Assistant Engineer pursuant to Code of Iowa §309.17-18. Roll call vote. (MCU)

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: Olson and Chitty both reported on multiple meetings. Sanders spoke briefly about his unexpected travels.

Chitty moved, Olson seconded to adjourn at 10:51 a.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Agenda
11/7/17

1. CALL TO ORDER: 10:00 A.M.
2. PLEDGE OF ALLEGIANCE:
3. PUBLIC COMMENT #1:
This comment period is for the public to address topics on today's agenda
4. Consideration Of Proclamation Declaring The November 16th As "World Pancreatic Cancer Day" In Story County, Iowa - Melinda Thach

Department Submitting Board of Supervisors

Documents:

PROCLAMATION PANCREATIC CANCER DAY.PDF

5. CONSIDERATION OF MINUTES:
 - I. 10/31/17 Minutes

Department Submitting Auditor

6. CONSIDERATION OF PERSONNEL ACTIONS:

- I. Action Forms
 - 1)new hire in a)Attorney's Office effective 11/12/17 for Alexis Werthmann @ \$10.00/hr; effective 11/14/17 for Lucas Richardson @ \$3,883.85/bw; b)Secondary Roads effective 11/13/17 for Brad Tendall @ \$18.50/hr

Department Submitting HR

7. 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 #18-55 Appointment Of Lead Criminal Prosecuting Story County Attorney

Department Submitting HR

Documents:

MEREDITH RESOLUTION2017.PDF

- II. Consideration Of Amended 28E Agreement Between The City Of Ames And Story County With Respect To Ice And Snow Control In And Around Ames, Iowa

Department Submitting Engineer

Documents:

AMES SNOW AGREEMENT.PDF

- III. Consideration Of Contract Between Millet Software And Information Technology For Software Maintenance, Effective 12/27/17-12/27/18, For \$20.00

Department Submitting Information Technology

Documents:

MILLETSOFTWARE.PDF

- IV. Consideration Of Proposal For Materials Testing And Special Inspection Services For Secondary Roads Building Improvements With Terracon For \$8,556.00

Department Submitting Engineer

Documents:

TERRACON PROPOSAL FOR BUILD IMPROVEMENTS.PDF

- V. Acknowledgement Of Final Audit Report From Community And Family Resources And The Richmond Center

Department Submitting Auditor

Documents:

CFR FINAL AUDRPT 2017.PDF

- VI. Consideration Of Contract For Highway Right Of Way With Steven C. Wright And Joyce M. Wright For The Purchase Of Permanent Easement For \$1,845.00 (Project No. FM-C085(146)--55-85)

Department Submitting Engineer

Documents:

ROW WRIGHT 09 22 300 120.PDF

- VII. Consideration Of Tenant Agreement For Highway Right Of Way With Kyle Clark For The Purchase Of Permanent Easement For \$25 (Project No. FM-C085(146)--55-85)

Department Submitting Engineer

Documents:

TENANT AGREEMENT CLARK 09 22 300 120.PDF

- VIII. Consideration Of Tenant Agreements For Highway Right Of Way With Michael Wright And Steven Wright For The Purchase Of Permanent Easements For \$50 Total (Project

No. FM-C085(146)--55-85) (2 Parcels)

Department Submitting Engineer

Documents:

TENANT AGREEMENT WRIGHT 09 22 300 300.PDF
TENANT AGREEMENT WRIGHT 09 22 300 105.PDF

IX. Consideration Of Employment Agreement Between Cody Hamilton And Story County
Effective 12/10/2017-12/10/2021

Department Submitting Sheriff

Documents:

HAMILTON AGREEMENT.PDF

X. Consideration Of Employment Agreement Between Jordan Lentz And Story County
Effective 12/24/2017-12/24/2021

Department Submitting Sheriff

Documents:

LENTZ AGREEMENT.PDF

XI. Consideration Of Resolution #18-56 Appointment Of First Assistant Story County
Attorney

Department Submitting HR

Documents:

FIRST ASSISTANT RESOLUTION.PDF

XII. Consideration Of Enrollment For CARFAX For Police Program Between CARFAX And
Story County Sheriff's Office Effective 11/7/2017

Department Submitting Sheriff

Documents:

CARFAX.PDF

XIII. Consideration Of Resolution #18-57, Setting A Date And Time For Public Hearing For
November 14, 2017, For First Consideration Of Ordinance No. 267 Amending Certain
Boundaries Of The Official Zoning Map Of Story County, IA - Robinson Rezoning

Department Submitting Planning and Development

Documents:

RESOLUTION NO 18 57 SETTING PUBLIC HEARING.PDF

XIV. Consideration Of Road Closure Resolution(S): #18-017

Department Submitting Engineer

Documents:

RC 18 17.PDF

XV. Consideration Of Utility Permit(S): #18-35, #18-36, #18-37, #18-38

Department Submitting Engineer

Documents:

UT 18 035.PDF

UT 18 036.PDF

UT 18 037.PDF

UT 18 038.PDF

8. PUBLIC HEARING ITEMS:

I. Consideration Of Resolution #18-52, FY18 Budget Amendment - Lisa Markley

Department Submitting Auditor

Documents:

RESOLUTION 1852.PDF

9. ADDITIONAL ITEMS:

I. Consideration Of Resolution #18-53, Appropriations Amendment - Lisa Markley

Department Submitting Auditor

Documents:

RESOLUTION 1853.PDF

II. Discussion And Consideration Of FY 2018 Allocations As Recommended By The Story County Economic Development Group - Leanne Harter

Department Submitting Board of Supervisors

Documents:

FY2018 ANNUAL ALLOCATIONS AS RECOMMENDED BY SCEDG.PDF

III. Discussion And Consideration Of The Ordinance Development And Review Guidelines Manual Following The 7-Day Review - Leanne Harter

Department Submitting Board of Supervisors

Documents:

ORDINANCE DEVELOPMENT AND REVIEW NOVEMBER 2017.PDF

- IV. Discussion And Consideration Of Resolution #18-59, To Fix The Term Of Employment And Compensation For The Story Assistant County Engineer Pursuant To Iowa Code Section 309.17 & 18

Department Submitting HR

Documents:

RESOLUTIONASSISTANTCOUNTYENGINEER.PDF

10. AGENCY REPORTS:

11. DEPARTMENTAL REPORTS:

12. OTHER REPORTS:

13. 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.

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

15. 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
11/7/17

NAME

ADDRESS

Melinda Thach

3810 Columbus Ave Ames

PARREN MOIN

ENG

Jerry Moore

PERD

Paula Toms

LWV

Aisa Martley

Auditor

Jes Ky

SCAD

Alicia Angeli

BOB

STORY COUNTY, IOWA
PROCLAMATION OF THE STORY COUNTY BOARD OF SUPERVISORS

PROCLAMATION TO DECLARE NOVEMBER 16th AS 'WORLD PANCREATIC CANCER DAY' IN
STORY COUNTY, IOWA

Declaring November 16th as "World Pancreatic Cancer Day" in Story County, Iowa.

WHEREAS in 2017, an estimated 53,670 people will be diagnosed with pancreatic cancer in the United States, and 43,090 will die from the disease;

WHEREAS pancreatic cancer is one of the deadliest cancers, is currently the third leading cause of cancer death in the United States, and it is projected to become the second leading cause around 2020;

WHEREAS pancreatic cancer is the only major cancer with a five-year relative survival rate in the single digits, at just 9 percent;

WHEREAS when symptoms of pancreatic cancer present themselves, it is generally in later stages, and 71 percent of pancreatic cancer patients die within the first year of their diagnosis, while 91 percent of pancreatic cancer patients die within the first five years;

WHEREAS approximately 440 deaths will occur in Iowa in 2017;

WHEREAS pancreatic cancer is the seventh most common cause of cancer-related death across the world;

WHEREAS the good health and well-being of the residents of Ames are enhanced as a direct result of increased awareness about the symptoms and risk factors of pancreatic cancer, and research into early detection, causes, and effective treatments; therefore be it

RESOLVED that the Board of Supervisors designates November 16th as "World Pancreatic Cancer Day" in Story County, Iowa.

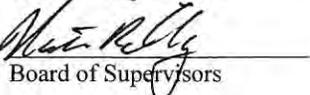
Dated this 7th day of November, 2017.



Board of Supervisors



Board of Supervisors



Board of Supervisors

ABOUT PANCREATIC CANCER

SYMPTOMS: Pancreatic cancer may cause only vague symptoms. If you are experiencing one or more of these unexplained symptoms, the Pancreatic Cancer Action Network urges you to see your doctor.



Abdominal or mid-back pain



Loss of appetite



Jaundice



Weight loss



Nausea



Change in stool



Recent onset diabetes

RISK FACTORS: The exact causes of pancreatic cancer are not yet well understood, but research studies have identified certain risk factors.



Family History

Risk increases if multiple first-degree relatives had the disease, or any were diagnosed under 50.



Diet

A diet high in red and processed meats may increase risk. A diet high in fruits and vegetable may decrease risk.



Obesity

Obese people have a 20% increased risk of developing the disease compared to people of a normal weight.



Race

African-Americans and Ashkenazi Jews have a higher incidence of pancreatic cancer.



Smoking

Smoking may cause about 20-30% of all exocrine pancreatic cancer cases.



Gender

Slightly more men are diagnosed with pancreatic cancer than women.



Age

The chance of developing pancreatic cancer increases with age.



Diabetes

Long standing (over 5 years) diabetes increases risk.



Pancreatitis

Chronic pancreatitis increases risk. Risk is even higher for people with hereditary pancreatitis.



**DEMAND
BETTER**

FOR PATIENTS. FOR SURVIVAL.

Learn more about pancreatic cancer by visiting pancan.org/demandbetter

THE
PANCREATIC CANCER STORY TODAY

9% $+$ \uparrow $=$ 2ND

OUR GOAL: DOUBLE PANCREATIC CANCER SURVIVAL BY 2020

WE'LL GET THERE BY ADDRESSING 5 KEY NEEDS



More researchers and resources



Clinical trials that match patient needs



Higher clinical trial enrollment rate



Doctors delivering best practices



More public awareness and visibility

WE'RE USING OUR PROVEN APPROACH TO MAKE IT HAPPEN

SCIENTIFIC RESEARCH

We fund the most promising research and cutting-edge initiatives, including Precision PromiseSM and Know Your TumorSM.

Since 2003, we've awarded 159 grants to 158 scientists at 58 institutions, totaling \$48.5 million.



PATIENT SERVICES

We provide information about the disease, treatment options, clinical trial searches and more to patients and families.

We share resources and speak with more pancreatic cancer patients than any other organization in the world.



WAGE HOPE

We've helped increase National Cancer Institute pancreatic cancer research funding from \$17 million in 1999, the year of our founding, to over \$121 million in 2014.

We drive legislative support for increased federal research funding.



GOVERNMENT ADVOCACY

We've inspired more than 1 million people to take action since our founding.

We mobilize a national network of volunteers who raise awareness and funds through large-scale community events like PurpleStride[®], the walk to end pancreatic cancer.



COMMUNITY ENGAGEMENT

PROGRESS IS DRIVEN BY OUR DEDICATED SUPPORTERS

SURVIVORS



VOLUNTEERS



DONORS



RESEARCHERS



HEALTHCARE PROVIDERS



ADVOCATES



YOU CAN WAGE HOPE IN THE FIGHT AGAINST PANCREATIC CANCER

PARTICIPATE

ADVOCATE

DONATE

PANCAN.ORG

PANCREATIC
CANCER
ACTION
NETWORK

PANCREATIC CANCER FACTS



- Pancreatic cancer recently moved from the fourth to the **THIRD LEADING CAUSE OF CANCER-RELATED DEATH** in the United States and is anticipated to become the second around 2020.^{1,2}
- Pancreatic cancer is one of the nation's deadliest cancers, with a five-year **SURVIVAL RATE OF JUST 9 PERCENT.**^{1*}
- In 2017, an estimated 53,670 people will be diagnosed with pancreatic cancer in the United States, and approximately 43,090 will die from the disease.¹
- Pancreatic cancer is the ninth most commonly diagnosed cancer in women and the 11th most commonly diagnosed in men.¹
- Risk factors for developing pancreatic cancer include family history of the disease, age, chronic or hereditary pancreatitis, smoking, obesity and long-standing diabetes. These and other risk factors are still being investigated.
- Pancreatic cancer may cause only **VAGUE SYMPTOMS** that could indicate many different conditions within the abdomen or gastrointestinal tract. Symptoms include pain (usually abdominal or back pain), weight loss, jaundice (yellowing of the skin and eyes), loss of appetite, nausea, changes in stool and diabetes.
- The location of the pancreas deep in the abdominal cavity is a factor **HINDERING EARLY DETECTION** of pancreatic cancer.
- Surgical removal of the tumor is possible in only approximately 15 percent of patients with adenocarcinoma, the most common type of pancreatic cancer. Chemotherapy or chemotherapy with radiation may be offered before or after surgery.
- Chemotherapy or other drug therapies are typically offered to patients whose tumors cannot be removed surgically. The National Comprehensive Cancer Network's Guidelines for the treatment of pancreatic cancer states that **CLINICAL TRIALS ARE THE PREFERRED OPTION FOR TREATMENT.**
- There are complex biological features of a pancreatic tumor that distinguish it from many other cancer types.
- High-priority research areas being explored in pancreatic cancer include identifying biomarkers for early detection using registries of patients with a family history of pancreatic cancer, developing drugs that target specific gene mutations, understanding how the tumor microenvironment alters drug delivery and harnessing the immune system for the treatment of pancreatic cancer.



National Office
1500 Rosecrans Ave., Ste. 200
Manhattan Beach, CA 90266
310 725 0025 | pancan.org

Government Affairs & Advocacy Office
1050 Connecticut Ave. NW, Ste. 500
Washington, DC 20036
202 742 6699 | pancan.org

Sources for statistics:

1. American Cancer Society. *Cancer Facts & Figures 2017*. Atlanta: American Cancer Society; 2017. *Five-year survival rate comes from SEER-9 data.
2. Rahib L, Smith BD, Aizenberg R, Rosenzweig AB, Fleshman JM, Matrisian LM. Projecting Cancer Incidence and Deaths to 2030: The Unexpected Burden of Thyroid, Liver, and Pancreas Cancers in the United States. *Cancer Res*. 2014; 74(11):2913-2921.

ABOUT THE PANCREATIC CANCER ACTION NETWORK

The Pancreatic Cancer Action Network (PanCAN) is dedicated to fighting the world's toughest cancer. In our urgent mission to save lives, we attack pancreatic cancer on all fronts: research, clinical initiatives, patient services and advocacy. Our effort is amplified by a nationwide network of grassroots support. We are determined to improve patient outcomes today and to double survival by 2020.

RESEARCH AND CLINICAL INITIATIVES

- No organization supports pancreatic cancer patients like we do. Through our Patient Services, we provide more resources and speak with more patients and caregivers than any other pancreatic cancer organization in the world.
- We provide leading-edge patient resources like Know Your Tumor[®], a precision medicine service; our Clinical Trial Finder and access to the most up-to-date and comprehensive pancreatic cancer clinical trial database in the United States; and our Patient Registry, a global database of patient information to help advance research and improve patient care.
- Since 2003, we have awarded 159 grants to 158 scientists at 58 institutions, totaling \$48.5 million.
- Precision PromiseSM is our groundbreaking initiative to dramatically improve outcomes for pancreatic cancer patients through a transformative, patient-centric clinical trial and research platform that continuously and rapidly evaluates novel treatment options.

GOVERNMENT AFFAIRS

- The Pancreatic Cancer Action Network played a key role in increasing the federal research investment from \$17.3 million in 1999 to nearly \$122 million in 2014 – a 600 percent increase.
- We led the efforts to pass the Recalcitrant Cancer Research Act, which creates a scientific framework for pancreatic cancer, focuses national attention on the disease and funds projects.

COMMUNITY ENGAGEMENT

- We are the only organization with a nationwide grassroots army, inspiring over one million people to take action and accelerate progress in the fight to end pancreatic cancer.
- The Pancreatic Cancer Action Network has built a nationwide volunteer force with 58 affiliates across the country.
- The Pancreatic Cancer Action Network has raised over \$87 million for the cause through its community events from 2008 to 2016.



Los Angeles Office
1500 Rosecrans Ave., Ste. 200
Manhattan Beach, CA 90266
877 272 6226

Washington, D.C., Office
1050 Connecticut Ave. NW, Ste. 500
Washington, D.C. 20036
202 742 6699

New York Office
261 Madison Ave., 9th Floor
New York, NY 10016
646 844 1227

pancan.org

I DEMAND BETTER FOR



Be #PANcaware for Pancreatic Cancer Awareness Month this November!
pancan.org/demandbetter

STORY COUNTY, IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION #18-55

Appointment of Lead Criminal Prosecuting Story County Attorney

WHEREAS, the Story County Attorney was appointed on September 30, 2016 and sworn in to office on September 30, 2016; and

WHEREAS, per §331.903(1) of the *Code of Iowa*, each officer may appoint one or more deputies, assistants, or clerks for whose acts the principal officer is responsible...and approval of each appointment shall be adopted by a resolution recorded in the minutes of the board;

NOW, THEREFORE, BE IT RESOLVED by the Story County Board of Supervisors that the following appointment by the County Attorney is approved:

Tiffany L. Meredith Lead Criminal Prosecuting Story County Attorney

Motion by: Olson _____, Seconded by: Chitty _____

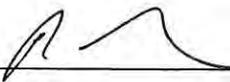
Voting Aye: Olson, Chitty, Sanders _____

Voting Nay: None _____

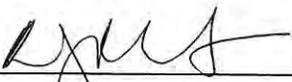
Abstaining: None _____

Absent: None _____

Approved this 7th day of November 2017



Chairman, Board of Supervisors

Attest: 

Lucy Martin, County Auditor

***AGREEMENT BETWEEN THE CITY OF AMES
AND STORY COUNTY
WITH RESPECT TO ICE AND SNOW CONTROL
ON SEGMENTS OF STREETS AND ROADS
IN AND AROUND AMES, IOWA***

THIS AGREEMENT, made and entered into effective as of the 26 day of September 2017, by and between the CITY OF AMES, IOWA (hereinafter called "CITY") and STORY COUNTY, IOWA (hereafter called "County"), is entered into pursuant to Chapter 28E of the Code of Iowa, providing as follows:

WITNESSES THAT:

WHEREAS, for many years the City and the County have shared the work load for snow control on county road extension into the City under a formal agreement; and

WHEREAS, the most recent prior agreement between the parties was dated March 3, 2009, and recorded March 24, 2009, with the Recorder of Story County as Instrument No. 09-03060, and

WHEREAS, annexations have changed the corporate limits and the jurisdiction on some roadways have changed so an update is needed to the formal agreement as to where on those streets and roads the work of snow control will be done by the County and where it will be done by the City,

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

- I. County shall perform snow plowing and ice control on the following segments of city streets:
 - a. R38 starting 1300' north of Lincoln Way then north 880'
 - b. South Riverside Drive south of VisionAire Place (gravel)
 - c. State Avenue south of Oakwood Road (gravel)
 - d. 570th Ave. north of 13th St. (gravel)
 - e. University Blvd. south of the south roundabout (gravel)

- f. All of Zumwalt Station Rd. (gravel)
- g. Dayton Avenue from the north line of Sec. 36 Franklin Twp. north
- h. George Washington Carver Avenue north of Weston Dr.
- i. All of W. 190th St.
- j. 566th Ave. from Lincoln Way south to Cornerstone property (gravel)
- k. All of Dartmoor Road (gravel)

2. The City shall perform snow plowing and ice control, with respect to the following segments of county roads:

- a. South Dakota Avenue north of 240th Street
- b. All of Cedar Lane
- c. University Blvd. from the south roundabout north to Wessex Dr.
- d. Stagecoach Rd. north of 13th St. (paved portion only)
- e. Ontario Road between Story County line and the west corporation limit of the City (just west of British Columbia)
- f. State Avenue from Oakwood Road north to Hwy 30
- g. North Dakota Avenue from north city limits to Martin St. including Martin St.
- h. 580th Ave. from Hwy 30 north to 13th St. then west on 13th St. to 570th Ave.
- i. Dawes Dr. from city limits north to Hwy 69
- j. Grant Avenue from Harrison Road north to W. 190th St.
- k. All of Oakwood Rd.
- l. 500th Ave. south of Lincoln Way (paved portion only)
- m. Dayton Ave. from 13th St. north to the north line of Sec. 36 Franklin Twp.
- n. Lincoln Way from 590th Ave. west one quarter mile

3. GRAVEL ROADWAYS. For all roads in Section 1 that are gravel, County shall be responsible for regular blading of the roadway year-round and will add rock to roadway when it is deemed necessary by the County. County shall also issue all dust control permits and will coordinate the dust control applications on these gravel roadways.

4. RECIPROCAL HOLD HARMLESS and INDEMNIFICATION.

- a. The City shall hold Story County, and the Board of Supervisors and its officers and employees harmless from any and all liability for acts of negligence or intentional acts of the City, its officers, and employees, and shall defend the County and its employees from any and all claims for damages based upon any negligent or intentional acts of the City, its officers, or employees.
- b. The County shall hold City, and its officers and employees harmless from any and all liability for acts of negligence or intentional acts of the County, its officers, and employees, and shall defend the City and its employees from any and all claims for damages based upon any negligent or intentional acts of the County, its officers, or employees.
- c. Both Story County and the City of Ames shall maintain liability insurance insuring their respective interests and performance under this contract. Each

party may require proof of insurance and certification of insurance from the other and compliance with such a request shall not be unreasonably withheld.

- d. Notwithstanding any of the foregoing, the agreed upon work allocations herein are not intended to absolve the respective governmental entities from liability with respect to the care and maintenance of the streets and roads within their respective legal jurisdictions.
- e. The Parties to this Agreement do not waive any defenses, immunities, or other limitations applicable to a respective party and nothing herein shall be so construed. Each party to this Agreement reserves the right to fully defend all claims arising from loss of or damage to private property and/or death of or injury to private persons who are not parties to this Agreement including, but not limited to, asserting defenses of immunities available under applicable law.
- f. This article shall survive the termination of this Agreement where necessary to protect each party to this Agreement.

5. EMPLOYMENT STATUS. The City shall not be the employer of any personnel of the County performing services under this agreement and shall have no liability for payment of any salaries, wages, other compensation or benefits to such personnel. Story County shall provide workers' compensation insurance on all employees of the Board of Supervisors hereunder and the City shall not be liable for compensation of any kind to any County employee for injury or sickness arising out of any employment. The County shall hold the City harmless for any such claim.

The County shall not be the employer of any personnel of the City performing services under this agreement and shall have no liability for payment of any salaries, wages, other compensation or benefits to such personnel. The City of Ames shall provide workers' compensation insurance on all employees of the City hereunder and the County shall not be liable for compensation of any kind to any City employee for injury or sickness arising out of any employment. The City shall hold the County harmless for any such claim.

6. NO SEPARATE ENTITY ESTABLISHED. No separate legal or administrative entity is created by this agreement.

7. DURATION. This agreement shall remain in effect until either party sends thirty days' prior written notice of termination.

8. FINANCING. Both parties agree that the exchange of services described above provide equal mutual benefit and that no billing or payment will be made by either for work done under this agreement.

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

10. AMENDMENTS. This Agreement represents the entire agreement of the parties. Any amendments must be in writing, approved by the governing bodies of both Parties, and executed by the authorized representatives of both Parties. All executions, terminations, and amendments of this Agreement will be filed in the office of the Iowa Secretary of State, in accordance with Chapter 28E.8 of the Code of Iowa.

11. VALIDITY. In the event any part or paragraph of this Agreement is declared void as being contrary to Iowa law, the remaining portions of the Agreement that are valid shall continue in full force and effect.

12. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (excluding conflict of laws rules), and applicable federal law.

13. AUTHORITY. Each party to this Agreement represents and warrants to the other that it has the right, power and authority to enter into and perform its obligations under this Agreement; and that it has taken all requisite actions necessary to approve the execution, delivery and performance of this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has executed this 28E agreement effective as of the date first written.

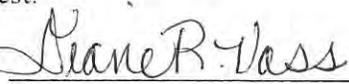
STORY COUNTY, IOWA

By: 
Rick Sanders, Chair
Board of Supervisors

Witness:
By: 
Lucy Martin, Auditor

CITY OF AMES, IOWA

By: 
Ann Campbell, Mayor

Attest:
By: 
Diane R. Voss, City Clerk

Millet Software
 5275 Rome Court
 Erie, PA 16509
 USA
 (814) 825-6009
 ido@MilletSoftware.com
 www.MilletSoftware.com

INVOICE # 517125845
 November 01, 2017

TO: Story County Information Technology
 Emailed to: "Paula Habermann" <phabermann@storycounty.com>

PO#	ATTENTION	DELIVERED	PAYMENT TERMS
	Paula Habermann	via Download	30 Days

QTY	DESCRIPTION	UNIT PRICE	LINE TOTAL
1	Datalink Viewer Annual Support [5 Licenses] 1 Year of Unlimited Tech Support and Free Software Updates. From December 27, 2017 to December 27, 2018	\$20.00	\$20.00
TOTAL			\$20.00

Make all checks payable (in USA Dollars) to Millet Software
 Note: I cannot accept foreign checks for less than \$100 if the Routing Number is not 9 digits long
 (even when nominated in US Dollars).

THANK YOU FOR YOUR BUSINESS!

October 31, 2017

Story County Engineer
837 N Ave.
Nevada, Iowa 50201

Attn: Mr. Darren Moon

Re: Proposal for Materials Testing and Special Inspection Services
Story County Secondary Roads Building Improvements
Kelley and Roland, Iowa
Terracon Proposal No. PAB171085

Dear Moon:

As requested, Terracon Consultants, Inc. (Terracon) is submitting this proposal for completion of materials testing and International Building Code (IBC) Special Inspection services for the referenced project. This proposal outlines our understanding of the project and scope of services, provides a fee schedule and estimated cost for our services, and presents our Agreement for Services.

As you know, Terracon provided geotechnical engineering services for the project in 2017 (Terracon Project No. AB175049). As such, we believe we are in a unique position to provide the material testing and special inspection services for the project. We believe our experience, work on the project as the Geotechnical Engineer, and commitment to responsive quality service will continue to make Terracon a valuable asset to the project.

1.0 PROJECT INFORMATION

Project documents available for review at the time of this proposal include:

- Project drawings dated 10/4/2017
- Project specifications dated 10/4/2017
- Terracon Geotechnical Engineering Report No. AB175049, dated August 11, 2017
- Addendum No. 1

We understand that the project consists of:

- Construction of two maintenance buildings. The Kelley and Roland sites will have plan areas of approximately 4,900 and 3,900 square feet, respectively.
- Gravel surfaced parking areas around each building.
- Associated utility installation.
- The Kelley site will have a propane tank.
- Site preparation at each site is to include excavations to remove existing fill materials from the building areas, extending to 5 feet beyond each buildings' perimeter.

Terracon Consultants, Inc. 1523 S. Bell Avenue, Suite 104 Ames, Iowa 50010
P [515] 232-0950 F [515] 232-0953 terracon.com

The structures will be constructed of:

- Continuous shallow footings with concrete foundation walls
- Pre-engineered wood-framed structures
- Slabs on grade

2.0 SCOPE OF SERVICES

2.1 Field and Laboratory Services

Terracon will provide employees appropriately trained and equipped to respond to the testing and special inspection needs of this project as scheduled by the client or your designated representative. Based on our review of the project plans and specifications, which includes **Code-Required Special Inspections (Section 01-4533)** we understand the scope of the on-call services includes:

- Earthwork observation and compaction testing
 - Site preparation observation
 - Site grading fill placement
 - Foundation wall backfill
 - Utility trench backfill
 - Granular base
- Laboratory soil/aggregate testing
 - Standard Proctors
 - Relative densities
- Foundation excavation observation and testing
 - Shallow foundation excavations will be checked for bearing, cleanliness and geometry
- Reinforced concrete special inspection
 - Document the number, size, length, quantity, cleanliness, and lap length of reinforcing bars used
 - Observe and document methods of concrete placement (i.e. conveyance and consolidation) and protection
 - Anchor bolt placement
- Portland cement concrete testing
 - Casting of cylinders and performing temperature, slump & air content testing
 - Laboratory compressive strength testing of cylinders

- Wood framing special inspection
 - Hold-downs: location, type, correct anchor bolts, nut installed, post-installed anchors, correct type screws/nails - number, spacing, length
 - Shear Walls: location, type, sheathing, thickness, connection, blocked, hold-down type, jamb posts, and mechanical connectors
 - Sheathing/Roof Diaphragm: location, type, thickness, connection, correct type screws/nails – number, spacing, length
 - Truss/Joist Anchorage: location, type, connection, blocked, correct type screws/nails – number, spacing, length

- Project Management
 - Attend pre-construction meetings and periodic project meetings at Client's request
 - Supervision of laboratory and field services
 - Preparation and review of project reports and monthly invoices

If we have misunderstood any aspect of the proposed project, please advise us at once so we can evaluate the scope of services and make any necessary adjustments. We will confirm your request by sending you a short supplement form that states the additional services, making them part of the original agreement.

2.2 Scheduling

Terracon's services will be performed on an as-requested basis with scheduling by the client or the client's designated representative. Terracon will not be responsible for scheduling our services and will not be responsible for tests or observations that are not performed due to failure to schedule our services on the project. Since our personnel will not be at the site on a resident basis, it will be imperative that we be advised when work is in progress. Services should be scheduled a minimum of 24 hours in advance. Scheduling personnel will be on an as-available basis which may require changes in personnel assigned to the project. For instances of short-notice requests, personnel may have to be utilized which have a higher rate than those normally assigned; this higher cost would be passed on to the client.

All requests for services should be submitted to Terracon Dispatch at the following phone number: (515) 557-3838.

With adequate notice, Terracon will provide services from our Ames office. This approach will greatly reduce total fees by minimizing the costs associated with travel and vehicle mileage.

We recommend the scope of work described in this proposal be provided to the person(s) responsible for scheduling our services so they are aware of the services that are proposed.

2.3 Test Data Collection and Reporting

All field technicians are responsible to provide a daily report identifying what work was found to be in compliance with the project specifications and drawings and report any non-conformances. The field technicians are required to immediately communicate any non-conformances to the site superintendent and our Project Manager. Our Project Manager will be responsible to review each technician's reports and to keep non-conformance lists up to date and communicate all test results to the client. Terracon will maintain non-conformance logs and lists for all testing types performed by us.

2.4 Report Turnaround Time

Our Project Managers and field technicians will report failing tests or non-conformance items immediately to the designated parties and will have digitally-signed reports distributed within 24 hours of service. Non-deviation reports will be digitally signed and distributed, within 5 days of service.

2.5 Terracon's Incident and Injury-Free Culture

Employee safety is a core value of Terracon and we are committed to an Incident and Injury-Free (IIF) workplace. It is our personal and organizational commitment at all levels of the company to everyone going home safe to their family every day. All employees are expected to perform their job assignments with safety as a primary objective. Terracon dedicates the time, resources, and equipment necessary for an IIF environment and no employee will be required to work in unsafe conditions.

3.0 COMPENSATION

Fees for services provided will be based on the attached Unit Rate Schedule. You will be invoiced on a periodic basis for services actually performed and/or as authorized or requested by you or your designated representative.

Based on our review of the referenced documents, our estimated cost to perform the proposed scope of services is \$8,556. A breakdown of our cost is provided in the attached Cost Estimate. For the purposes of developing this estimate, the quantities were estimated based on typical means and methods by contractors/subcontractors in this area.

It should be noted the client would be billed only for the amount of service provided, i.e. Terracon will not bill for the total budget if the total booked is less than the budget. Please note this is only a budget estimate and not a not-to-exceed price.

4.0 AUTHORIZATION

This proposal may be accepted by executing the attached Supplement to Agreement for Services and returning it along with this proposal to Terracon. Reports may not be issued until the signed Agreement has been received by Terracon. This Agreement, including the limitations it contains, shall constitute the exclusive terms, conditions and services to be performed for this project. This proposal is valid only if authorized within sixty days from the listed proposal date.

Upon acceptance of our proposal, we request a preconstruction meeting with all pertinent parties to review project documents (plans, specifications, geotechnical reports, etc.) and set project expectations (e.g. project schedule and milestones, exchange contact information, etc.).

We appreciate the opportunity to provide this proposal and look forward to working with you on this project. Please call the undersigned if you have any questions or comments regarding this proposal.

Sincerely,
Terracon Consultants, Inc.



Michael C. Neese, P.E.
Project Engineer



Michael L. Sampson
Materials Department Manager

Copies to: Addressee (1 pdf)

Attachments: Unit Rate Schedule
 Cost Estimate
 Supplement to Agreement for Services



UNIT RATE SCHEDULE

	Rate	Unit
PERSONNEL		
Clerical (1107)	\$38.00	hour
Testing Technician (1210)	\$54.00	hour*
Special Inspection Technician (1202)	\$58.00	hour*
Project Coordinator (1108)	\$68.00	hour
Project Manager (1155)	\$88.00	hour
Project Engineer (1120)	\$98.00	hour
LABORATORY TESTING		
Standard Proctor, 4-inch mold (2039)	\$130.00	each
Standard Proctor, 6-inch mold (2044)	\$160.00	each
Relative Density (2053)	\$260.00	each
Atterberg Limits (multiple points) (2002)	\$90.00	each
Aggregate Gradation (include #200 wash) (3032)	\$110.00	each
Compressive Strength of Concrete (made by Terracon) (3324)	\$16.00	each
FIELD EQUIPMENT/MATERIALS		
Nuclear Density Gauge (1634)	\$7.00	test
TRIP CHARGE		
Mileage (1615)	\$0.68	mile

* Overtime is defined as all hours outside of the normal hours of 7:00AM to 5:00PM Monday through Friday, and all hours worked on Saturdays. Overtime rates will be 1.5 times the hourly rate quoted Monday-Saturday. Sundays and holidays will be 2.0 times the hourly rate.

A 3 hour minimum charge will apply to all field services; however, when possible multiple services will be provided during the same visit. You will be invoiced on a periodic basis for services actually performed and/or as authorized or requested by you or your designated representative.

COST ESTIMATE

Service Type	No. of Services	Hr(s)/service	Rate	Unit	Cost
EARTHWORK OBSERVATION AND TESTING					
Testing Technician (1210)					
Subgrade Preparation (prior to fill placement)	2	3.00	\$54.00	hour	\$324.00
Site Grading Fill Placement	8	3.00	\$54.00	hour	\$1,296.00
Foundation Wall Backfill Placement	2	5.00	\$54.00	hour	\$540.00
Utility Trench Backfill Placement	2	3.00	\$54.00	hour	\$324.00
Granular Base Placement	2	3.00	\$54.00	hour	\$324.00
Trip Charge*					
Mileage (1615)	800		\$0.68	visit	\$544.00
Field Equipment					
Nuclear Density Gauge (1634)	60		\$7.00	test	\$420.00
Subtotal =					\$3,772.00

LABORATORY SOIL / AGGREGATE TESTING					
Standard Proctor, 4-inch mold (2039)	2		\$130.00	each	\$260.00
Relative Density (2053)	1		\$260.00	each	\$260.00
Subtotal =					\$520.00

FOUNDATION EXCAVATION OBSERVATION AND TESTING					
Special Inspection Technician (1202)					
Observation & Testing of Footing Excavations (bearing soil, cleanliness, geometry)	2	3.00	\$58.00	hour	\$348.00
Trip Charge*					
Mileage (1615)	100		\$0.68	visit	\$68.00
Subtotal =					\$416.00

REINFORCED CONCRETE SPECIAL INSPECTION					
Special Inspection Technician (1202)					
Checked for Size, Placement, Lap Length, and Cleanliness of Reinforcing Steel	6	1.00	\$58.00	hour	\$348.00
Concrete Placement Observation	6	1.00	\$58.00	hour	\$348.00
Subtotal =					\$696.00

COST ESTIMATE

Service Type	No. of Services	Hr(s)/service	Rate	Unit	Cost
PORTLAND CEMENT CONCRETE TESTING					
Testing Technician (1210)					
<i>Standard testing (temp, slump, air content, cylinders)</i>					
Casting of 1 Set of 4 Cylinders	4	1.00	\$54.00	hour	\$216.00
Casting of 2 Sets of 4 Cylinders	2	2.00	\$54.00	hour	\$216.00
<i>Cylinder Pick ups to be performed when onsite performing other services</i>					
Trip Charge*					
Mileage (1615)	300		\$0.68	visit	\$204.00
Laboratory testing					
Compressive Strength of Concrete (made by Terracon) (3324)	32		\$16.00	test	\$512.00
Subtotal =					\$1,148.00
WOOD FRAMING SPECIAL INSPECTION					
Special Inspection Technician (1202)					
Observe Sheathing, Nail Size and Spacing, Anchors and Hold-Downs	2	4.00	\$58.00	hour	\$464.00
Trip Charge*					
Mileage (1615)	100		\$0.68	visit	\$68.00
Subtotal =					\$532.00
PROJECT MANAGEMENT					
Project Administration					
Clerical (1107)	2		\$38.00	hour	\$76.00
Project Coordinator (1108)	5		\$68.00	hour	\$340.00
Project Manager (1155)	12		\$88.00	hour	\$1,056.00
Subtotal =					\$1,472.00
ESTIMATED TESTING AND INSPECTION FEE					
ESTIMATED TOTAL =					\$8,556.00

*A 3 hour minimum charge will apply to all field services; however, when possible multiple services will be provided during the same visit. Since multiple services may be provided during some trips, the quantity of services estimated may not equal the quantity of trips estimated.

Proposal for Materials Testing and Special Inspection Services
Secondary Roads Building Improvements ■ Kelley and Roland, Iowa
October 31, 2017 ■ Terracon Proposal No. PAB171085



COST ESTIMATE

<u>Service Type</u>	<u>No. of Services</u>	<u>Hr(s)/service</u>	<u>Rate</u>	<u>Unit</u>	<u>Cost</u>
---------------------	------------------------	----------------------	-------------	-------------	-------------

It should be noted the client is billed only for the amount of service provided, i.e. Terracon will not bill for the total Cost Estimate if the total booked is less than the estimate. The number of tests, trips, and hours on-site are primarily controlled by the contractor's schedule. We recommend the contractor review our estimated number of tests, and trips to determine if our estimate is compatible with their production. The estimated cost can be revised if necessary.

SUPPLEMENT TO AGREEMENT FOR SERVICES

CHANGE TO SCOPE OF SERVICES AND FEES

This **SUPPLEMENT to AGREEMENT FOR SERVICES** to the original Agreement for Services (original Agreement dated 07/25/2017, Agreement reference number PAB175049) is between Story County Engineers Office ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for client on the Project, as described in the Agreement for Services. This Supplement is incorporated into and part of the Agreement for Services.

- 1. Scope of Services.** The scope of the additional or changed Services are described in the Scope of Services section of the Consultant's Supplemental Proposal, unless Services are otherwise described below or in Exhibit B to this Supplement (which section or exhibit are incorporated into the Supplement).

Refer to attached Terracon proposal No. PAB171085, dated October 31, 2017.

- 2. Compensation.** Client shall pay compensation for the additional or changed Services performed at the fees stated in the Supplemental Proposal unless fees are otherwise stated below or in Exhibit C to this Supplement (which section or exhibit are incorporated into the Supplement).

Refer to attached Terracon proposal No. PAB171085, dated October 31, 2017.

All terms and conditions of the **Agreement for Services** shall continue in full force and effect. This Supplement is accepted and Consultant is authorized to proceed.

Consultant: Terracon Consultants, Inc.
By: *Michael Neese* Date: 10/31/2017
Name/Title: Michael C Neese / Senior Project Engineer
Address: 1523 S Bell Ave Ste 104
Ames, IA 50010-7718
Phone: (515) 232-0950 Fax: (515) 232-0953
Email: Mike.Neese@terracon.com

Client: Story County Engineers Office
By: *Darren Moon* Date: 11-1-17
Name/Title: Darren Moon PE /
Address: 837 N Ave
Nevada, IA 50201
Phone: (515) 382-7369 Fax: (515) 382-7355
Email: dmoon@storycountyiowa.gov

Approved by:

[Signature] 11/7/17
Board of Supervisors Date

COMMUNITY AND FAMILY RESOURCES
AND THE RICHMOND CENTER

INDEPENDENT AUDITOR'S REPORT
FINANCIAL STATEMENTS AND
SUPPLEMENTARY INFORMATION
SCHEDULE OF FINDINGS AND
QUESTIONED COSTS
June 30, 2017

Acknowledgement
~~APPROVED~~ DENIED

Board Member Initials: AS

Meeting Date: 11-7-17

Follow-up action: _____

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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: 09-22-300-120
 PROJECT No: FM-C085(146)--55-85
 ROAD No: University (530th) Avenue

THIS AGREEMENT made and entered into this 1st day of November, A.D. 20 17 by and between
 STEVEN C. WRIGHT AND JOYCE M. WRIGHT

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 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, of Section 22, Township 83 North, Range 24 West of the 5th P.M., Story County, Iowa, containing 0.39 acres, of which 0.26 acres is existing easement.

County of Story, State of Iowa, and more particularly described on Page 3 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
\$	1,845.00	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	1,845.00	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	0.13	ac./sq.ft.	\$	1,820.00	Fence <u> </u> rods barb
Temporary Easement		ac./sq.ft.	\$		
Damages for:					\$
				Future Abstract Entry in the amount of \$25.00	

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 Steven C. Wright
X Joyce M. Wright

- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of ____ 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 1st day of November, 2017, before me, the undersigned, personally appeared Steven C. Wright and Joyce M. Wright

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.



Tyler Sparks
Notary Public in and for the State of Iowa

BUYER'S APPROVAL

Darren Moon

11-2-17

Recommended by: Darren Moon P.E., Story County Engineer

(Date)

[Signature]

11/7/17

Approved by: Chairperson, Story County Board of Supervisors

(Date)

"Exhibit A"

STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

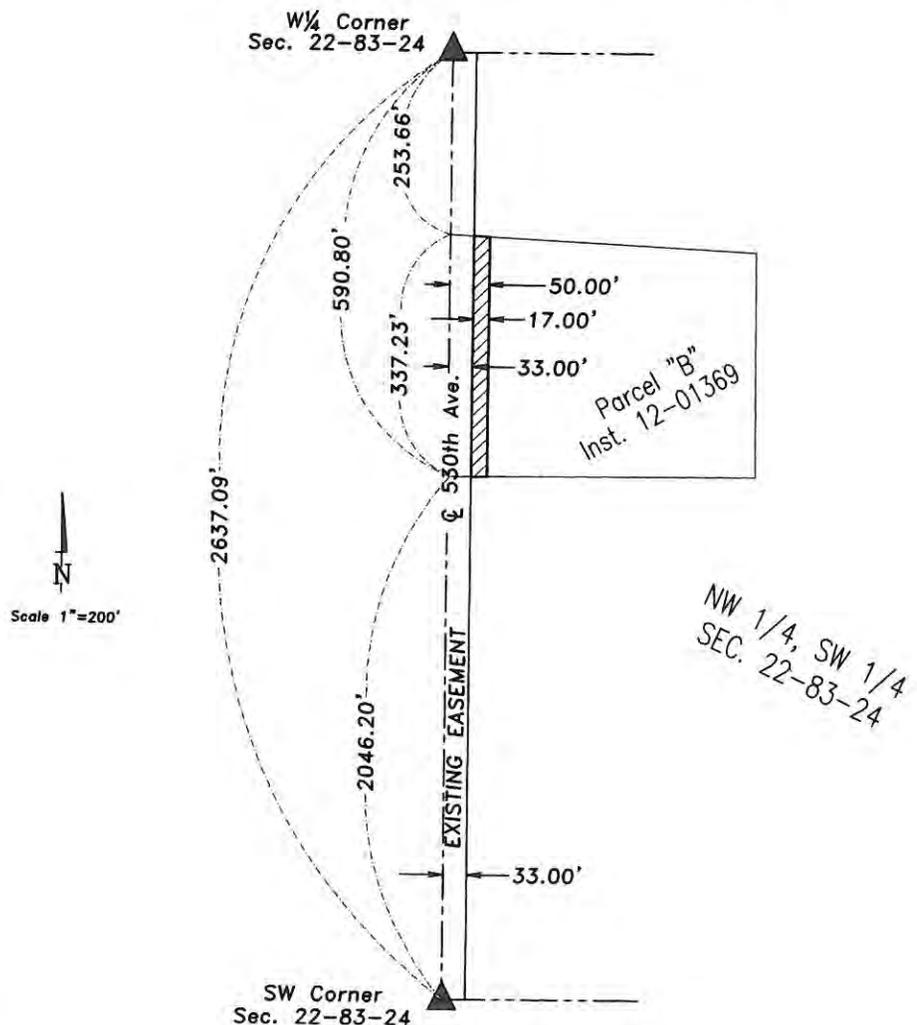
PROJECT NO. FM-C085(146)--55-85 PARCEL NO. 09-22-300-120

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

ACQUIRED FROM STEVEN C. & JOYCE M. WRIGHT

EXISTING R.O.W. 0.26 ACRES NEW R.O.W. 0.13 ACRES TOTAL R.O.W. 0.39 ACRES

The East 17.00 feet of the West 50.00 feet of 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, of Section 22, Township 83 North, Range 24 West of the 5th P.M., Story County, Iowa, containing 0.39 acres, of which 0.26 acres is existing easement.



DATE DRAWN 7/19/17

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

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

TENANT AGREEMENT

PARCEL No: 09-22-300-120
PROJECT No: FM-C085(146)-55-85
ROAD No: Universtity (530th) Avenue

THIS AGREEMENT made and entered into this 1st day of November, A.D. 20 12 by and between

Kyle Clark

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

1. SELLER AGREES to convey Seller's leasehold interest 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 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, of Section 22, Township 83 North, Range 24 West of the 5th P.M., Story County, Iowa, containing 0.39 acres, of which 0.26 acres is existing easement.

County of Story, State of Iowa, and more particularly described on Page 3 and which include the following buildings, improvements and other property:

See attached graphical representation

Seller is tenant on the property of: STEVEN C. WRIGHT AND JOYCE M. WRIGHT

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 agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.

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

3. Buyer agrees to pay and SELLER \$ 25.00 on or before 60 days after buyer approval. SELLER AGREES to surrender physical possession of the premises on or before SURRENDER OF POSSESSION BY OWNER. Buyer may include mortgages, lienholders, encumbrancers and taxing authorities as payees on warrants as agreement payment.

4. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 3 pages.

5. In the event that said premises is burdened by the lien of a mortgage, judgment 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 agreement may be paid to the holder of such lien for such release.

6. 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.

7. Buyer hereby gives notice of Seller's five-year right to re-negotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 472.52 of the Code of Iowa.

8. This written agreement 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.

9. Seller states and warrants that there is no burial site, known well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein except _____

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.

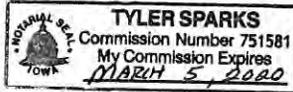
X [Signature]
X _____

SELLER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 1st day of November, 20 17, before me, the undersigned,

personally appeared
Kyle Clark

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 Iowa

BUYER'S APPROVAL

[Signature]

11-2-17

Recommended by: Darren Moon P.E., Story County Engineer

(Date)

[Signature]

11/7/17

Approved by: Chairperson, Story County Board of Supervisors

(Date)

"Exhibit A"

STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

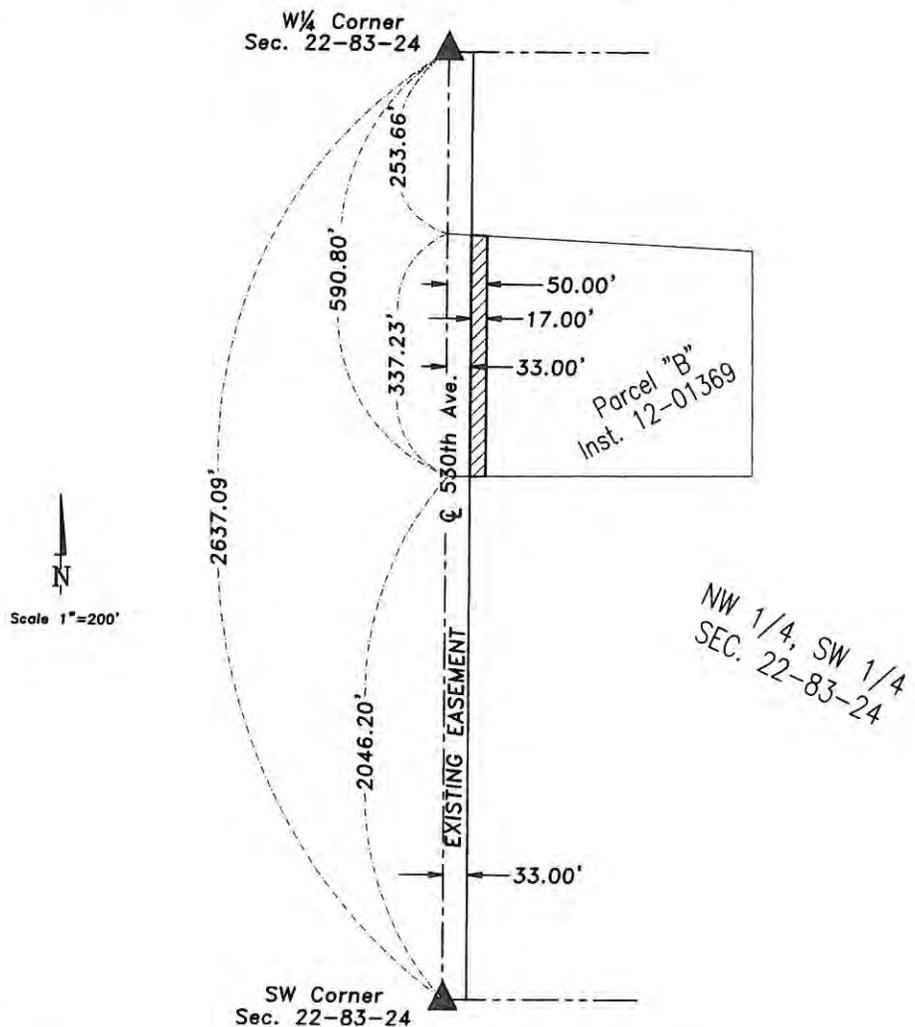
PROJECT NO. FM-C085(146)--55-85 PARCEL NO. 09-22-300-120

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

ACQUIRED FROM STEVEN C. & JOYCE M. WRIGHT

EXISTING R.O.W. 0.26 ACRES NEW R.O.W. 0.13 ACRES TOTAL R.O.W. 0.39 ACRES

The East 17.00 feet of the West 50.00 feet of 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, of Section 22, Township 83 North, Range 24 West of the 5th P.M., Story County, Iowa, containing 0.39 acres, of which 0.26 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

TENANT AGREEMENT

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

THIS AGREEMENT made and entered into this 1st day of November, A.D. 20 17 by and between

Michael Wright and Steven Wright

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

1. SELLER AGREES to convey Seller's leasehold interest 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 3 and which include the following buildings, improvements and other property:

See attached graphical representation

Seller is tenant on the property of:

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

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 agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.

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

3. Buyer agrees to pay and SELLER \$ 25.00 on or before 60 days after buyer approval. SELLER AGREES to surrender physical possession of the premises on or before SURRENDER OF POSSESSION BY OWNER. Buyer may include mortgages, lienholders, encumbrancers and taxing authorities as payees on warrants as agreement payment.

4. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 3 pages.

5. In the event that said premises is burdened by the lien of a mortgage, judgment 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 agreement may be paid to the holder of such lien for such release.

6. 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.

7. Buyer hereby gives notice of Seller's five-year right to re-negotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 472.52 of the Code of Iowa.

8. This written agreement 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.

9. Seller states and warrants that there is no burial site, known well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein except _____

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.

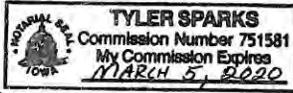
X [Signature]
X [Signature]

SELLER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 1st day of November, 20 17, before me, the undersigned, personally appeared

Michael Wright and Steven C. Wright

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: Tyler Sparks]
Notary Public in and for the State of IOWA

BUYER'S APPROVAL

[Signature: Darren Moon] 11-2-17

Recommended by: Darren Moon P.E., Story County Engineer (Date)

[Signature] 11-7-17

Approved by: Chairperson, Story County Board of Supervisors (Date)

"Exhibit A"

STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

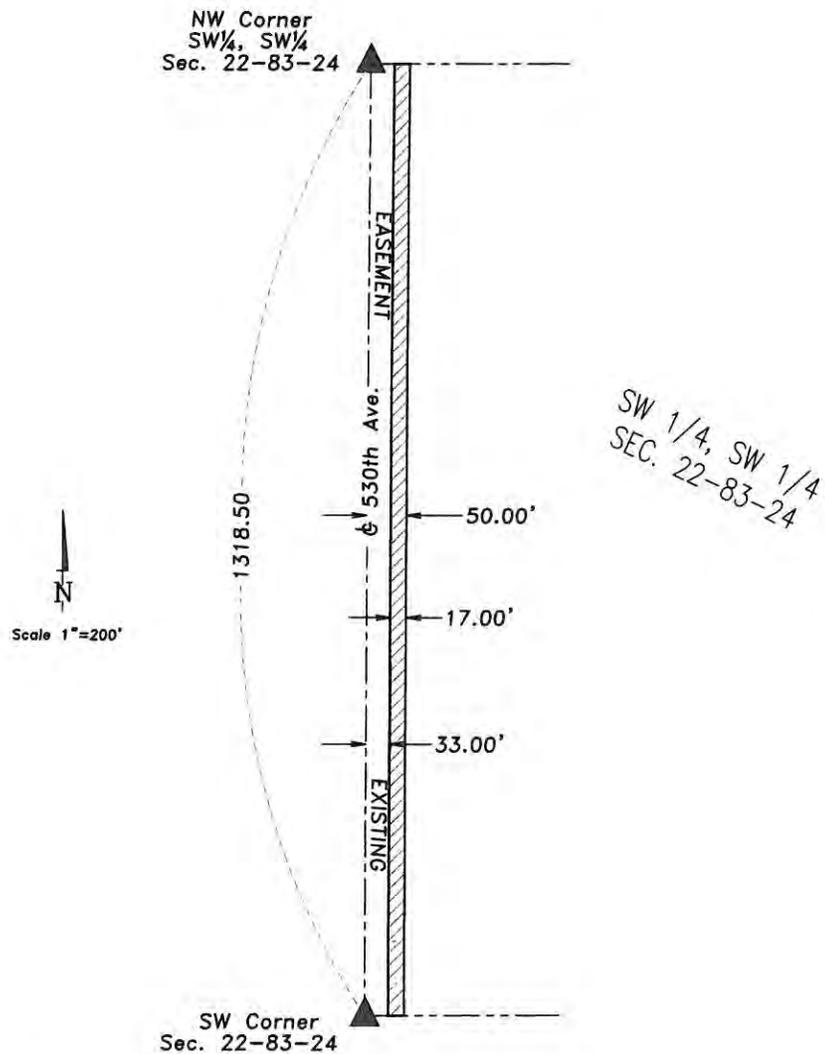
PROJECT NO. FM-COB5(146)--55-85 PARCEL NO. 09-22-300-300

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

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

TENANT AGREEMENT

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 1st day of November, A.D. 20 17 by and between

Michael Wright and Steven Wright

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

1. SELLER AGREES to convey Seller's leasehold interest 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 3 and which include the following buildings, improvements and other property:

See attached graphical representation

Seller is tenant on the property of:

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

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 agreement for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this agreement and discharges the Buyer from liability because of this agreement and the construction of this public improvement project.

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

3. Buyer agrees to pay and SELLER \$ 25.00 on or before 60 days after buyer approval. SELLER AGREES to surrender physical possession of the premises on or before SURRENDER OF POSSESSION BY OWNER. Buyer may include mortgages, lienholders, encumbrancers and taxing authorities as payees on warrants as agreement payment.

4. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 3 pages.

5. In the event that said premises is burdened by the lien of a mortgage, judgment 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 agreement may be paid to the holder of such lien for such release.

6. 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.

7. Buyer hereby gives notice of Seller's five-year right to re-negotiate construction or maintenance damages not apparent at the time of the signing of this agreement as required by Section 472.52 of the Code of Iowa.

8. This written agreement 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.

9. Seller states and warrants that there is no burial site, known well, solid waste disposal site, hazardous substances, nor underground storage tanks on the premises described and sought herein except _____

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 Michael Wright
X Steven C. Wright

SELLER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 1st day of November, 20 17, before me, the undersigned, personally appeared

Michael Wright and Steven C. Wright

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.



Tyler Sparks
Notary Public in and for the State of IOWA

BUYER'S APPROVAL

Darren Moon 11-2-17

Recommended by: Darren Moon P.E., Story County Engineer (Date)

[Signature] 11-7-17

Approved by: Chairperson, Story County Board of Supervisors (Date)

"Exhibit A"

STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

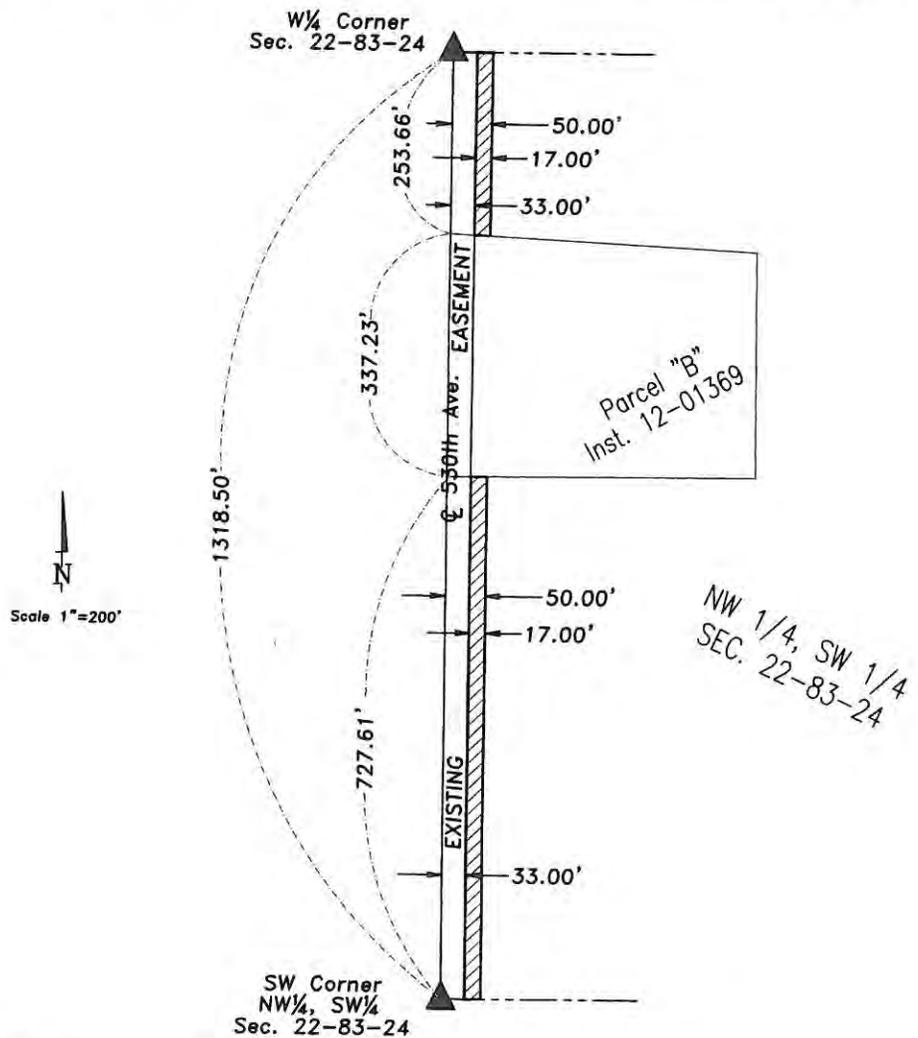
PROJECT NO. FM-CO85(146)--55-85 PARCEL NO. 09-22-300-105

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

AGREEMENT

This agreement is entered into by Story County, Iowa, hereinafter referred to as "County" and **Cody Reid Hamilton**, hereinafter referred to as "Employee".

THE INTENT OF THIS AGREEMENT IS TO PROVIDE FOR THE TRAINING OF **Cody Reid Hamilton** AS A DEPUTY SHERIFF, AND TO SPECIFY THE CONSIDERATION THAT **Cody Reid Hamilton** PROVIDES THE COUNTY IN RETURN FOR THE TRAINING.

1. The County and the Employee agree that the Employee will attend the Iowa Law Enforcement Academy at the expense of the County to receive certification as a Law Enforcement Officer in accordance with the Academy's training requirements. The County shall pay the expense of training and shall pay the employee's regular wages during this training. The employee agrees that he/she will be responsible for reimbursing the County in accordance with the rules for reimbursement as stated hereafter in this agreement. The expenses that the Employee agrees to reimburse include the County's cost of the Employee's paid time attending the Academy, traveling to and from the Academy and studying for Academy classes on County time, as well as the County's expenditure for the Employee's food, lodging, and tuition while attending the Academy. All of these reimbursable costs are referred to generally as "total training expenses." The Employee will not be responsible for reimbursing the County for any time spent by the Employee performing services such as dispatching, filing, patrol work, or other work assigned by the County. An estimate of the costs of the "total training expenses" set out above is listed in Exhibit "A", which is attached hereto and by this reference incorporated into this Agreement. "Total training expenses" will be based on the actual cost incurred by the County, as these costs become known. The employee is responsible for reimbursing the County for all costs listed in Exhibit A.
2. Employee shall have a probationary period consistent with the Iowa Code and the Collective Bargaining agreement between the County and Public, Professional, and Maintenance Employees Local 2003 from the date of hire.
3. Employee shall serve as a full-time deputy sheriff of the County from the date of hire.
4. In consideration for providing for this training, Employee agrees to work for the County as a full-time deputy sheriff for at least four years from the date of hire.
5. In the event the Employee does not successfully complete the training program, Employee shall be released from employment with the County, and Employee shall reimburse the County for its "total training expenses" incurred to that date in accordance with the terms set forth in paragraphs 6 and 9.
6. In the event the Employee resigns from the Story County Sheriff's Office without having served as a Story County deputy sheriff for at least four years, the Employee shall reimburse the County for total training expenses incurred per the following Schedule:

The amount of reimbursement shall be determined as follows:

- i) If a law enforcement officer resigns less than one year following date of hire, one hundred percent of the total training expenses.
- ii) If a law enforcement officer resigns one year or more but less than two years following date of hire, seventy-five percent.
- iii) If a law enforcement officer resigns after two years or more but less than three years following date of hire, fifty percent.
- iv) If a law enforcement officer resigns after three years or more but less than four years following date of hire, twenty-five percent.

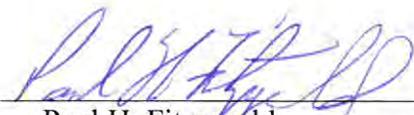
7. If the Employee is dismissed during the probationary period, or properly terminated without having served as a Story County deputy sheriff for at least four years, the employee shall reimburse the County for total training expenses incurred in accordance with the terms set forth in paragraphs 6 and 9. If the Employee is dismissed for any other reason, such as a reduction in force, the Employee shall not be required to pay the County for any unpaid training costs owed.
8. At the end of four years of service as a Story County deputy sheriff, the Employee shall have no obligation under this agreement.
9. Payment of the balance of any training expenses owed to the County by the Employee shall be made in full to the County within sixty (60) days following the Employee's last day of employment with the County.
10. If Employee is killed or permanently and totally disabled as defined by Chapter 85 or Chapter 411 of the Iowa Code, while in the employ of the County, any training expense obligation to the County shall cease.
11. This agreement may be amended or canceled only upon agreement of the Employee and with the approval of the Board of Supervisors upon the recommendation of the Sheriff.
12. Employee shall notify the County of the Employee's place of residence until such time as the debt for total training expenses is satisfied in full.
13. If reimbursement is not made in accordance with this agreement, the Employee understands that the County, at its option, may seek the Employee's decertification as an Iowa law enforcement officer and all other legal remedies that may apply.
14. The employee agrees to be responsible for payment of any attorney and/or other legal fees accumulated by the County should legal action be necessary to enforce this agreement.

Executed this ~~7th~~ day of November, 2017.

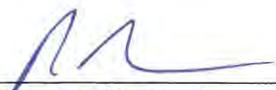
Story County, Iowa



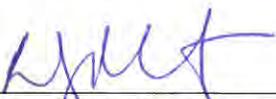
Employee

By: 

Paul H. Fitzgerald
Story County Sheriff



Board of Supervisors



Attest: Story County Auditor

Story County Sheriff's Office
Paul H. Fitzgerald, Sheriff
Exhibit A
Deputy Sheriff
Salary and ILEA Training Expenses

Item	Cost
Deputy Sheriff Salary (15 weeks)	\$14,115.35
Flex Benefits	\$435.00
IPERS	\$1,324.02
FICA	\$1,079.82
ILEA Tuition	\$6,240.00
ILEA Administration cost	\$90.00
ILEA – PIT Certification	\$125.00
ILEA – Meals (Treat America)	\$1,400.74
IA Prison Industries (ILEA Uniforms)	\$225.00
Deputy Uniform	\$300.00
Total	\$25,334.93

AGREEMENT

This agreement is entered into by Story County, Iowa, hereinafter referred to as "County" and **Jordan Ray Lentz**, hereinafter referred to as "Employee".

THE INTENT OF THIS AGREEMENT IS TO PROVIDE FOR THE TRAINING OF **Jordan Ray Lentz** AS A DEPUTY SHERIFF, AND TO SPECIFY THE CONSIDERATION THAT **Jordan Ray Lentz** PROVIDES THE COUNTY IN RETURN FOR THE TRAINING.

1. The County and the Employee agree that the Employee will attend the Iowa Law Enforcement Academy at the expense of the County to receive certification as a Law Enforcement Officer in accordance with the Academy's training requirements. The County shall pay the expense of training and shall pay the employee's regular wages during this training. The employee agrees that he/she will be responsible for reimbursing the County in accordance with the rules for reimbursement as stated hereafter in this agreement. The expenses that the Employee agrees to reimburse include the County's cost of the Employee's paid time attending the Academy, traveling to and from the Academy and studying for Academy classes on County time, as well as the County's expenditure for the Employee's food, lodging, and tuition while attending the Academy. All of these reimbursable costs are referred to generally as "total training expenses." The Employee will not be responsible for reimbursing the County for any time spent by the Employee performing services such as dispatching, filing, patrol work, or other work assigned by the County. An estimate of the costs of the "total training expenses" set out above is listed in Exhibit "A", which is attached hereto and by this reference incorporated into this Agreement. "Total training expenses" will be based on the actual cost incurred by the County, as these costs become known. The employee is responsible for reimbursing the County for all costs listed in Exhibit A.
2. Employee shall have a probationary period consistent with the Iowa Code and the Collective Bargaining agreement between the County and Public, Professional, and Maintenance Employees Local 2003 from the date of hire.
3. Employee shall serve as a full-time deputy sheriff of the County from the date of hire.
4. In consideration for providing for this training, Employee agrees to work for the County as a full-time deputy sheriff for at least four years from the date of hire.
5. In the event the Employee does not successfully complete the training program, Employee shall be released from employment with the County, and Employee shall reimburse the County for its "total training expenses" incurred to that date in accordance with the terms set forth in paragraphs 6 and 9.
6. In the event the Employee resigns from the Story County Sheriff's Office without having served as a Story County deputy sheriff for at least four years, the Employee shall reimburse the County for total training expenses incurred per the following Schedule:

The amount of reimbursement shall be determined as follows:

- i) If a law enforcement officer resigns less than one year following date of hire, one hundred percent of the total training expenses.
- ii) If a law enforcement officer resigns one year or more but less than two years following date of hire, seventy-five percent.
- iii) If a law enforcement officer resigns after two years or more but less than three years following date of hire, fifty percent.
- iv) If a law enforcement officer resigns after three years or more but less than four years following date of hire, twenty-five percent.

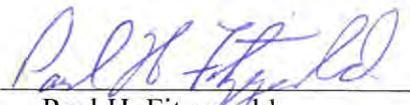
7. If the Employee is dismissed during the probationary period, or properly terminated without having served as a Story County deputy sheriff for at least four years, the employee shall reimburse the County for total training expenses incurred in accordance with the terms set forth in paragraphs 6 and 9. If the Employee is dismissed for any other reason, such as a reduction in force, the Employee shall not be required to pay the County for any unpaid training costs owed.
8. At the end of four years of service as a Story County deputy sheriff, the Employee shall have no obligation under this agreement.
9. Payment of the balance of any training expenses owed to the County by the Employee shall be made in full to the County within sixty (60) days following the Employee's last day of employment with the County.
10. If Employee is killed or permanently and totally disabled as defined by Chapter 85 or Chapter 411 of the Iowa Code, while in the employ of the County, any training expense obligation to the County shall cease.
11. This agreement may be amended or canceled only upon agreement of the Employee and with the approval of the Board of Supervisors upon the recommendation of the Sheriff.
12. Employee shall notify the County of the Employee's place of residence until such time as the debt for total training expenses is satisfied in full.
13. If reimbursement is not made in accordance with this agreement, the Employee understands that the County, at its option, may seek the Employee's decertification as an Iowa law enforcement officer and all other legal remedies that may apply.
14. The employee agrees to be responsible for payment of any attorney and/or other legal fees accumulated by the County should legal action be necessary to enforce this agreement.

Executed this ~~7th~~ day of November, 2017.

Story County, Iowa



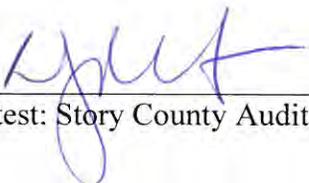
Employee

By: 

Paul H. Fitzgerald
Story County Sheriff



Board of Supervisors



Attest: Story County Auditor

Story County Sheriff's Office
Paul H. Fitzgerald, Sheriff
Exhibit A
Deputy Sheriff
Salary and ILEA Training Expenses

Item	Cost
Deputy Sheriff Salary (15 weeks)	\$14,115.35
Flex Benefits	\$435.00
IPERS	\$1,324.02
FICA	\$1,079.82
ILEA Tuition	\$6,240.00
ILEA Administration cost	\$90.00
ILEA – PIT Certification	\$125.00
ILEA – Meals (Treat America)	\$1,400.74
IA Prison Industries (ILEA Uniforms)	\$225.00
Deputy Uniform	\$300.00
Total	\$25,334.93

STORY COUNTY, IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION #18-56

Appointment of First Assistant Story County Attorney

WHEREAS, the Story County Attorney was appointed on September 30, 2016 and sworn in to office on September 30, 2016; and

WHEREAS, per §331.903(1) of the *Code of Iowa*, each officer may appoint one or more deputies, assistants, or clerks for whose acts the principal officer is responsible...and approval of each appointment shall be adopted by a resolution recorded in the minutes of the board;

NOW, THEREFORE, BE IT RESOLVED by the Story County Board of Supervisors that the following appointment by the County Attorney is approved:

Timothy Meals First Assistant Story County Attorney

Motion by: Chitty, Seconded by: Olson

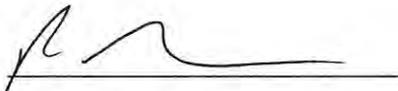
Voting Aye: Chitty, Olson, Sanders

Voting Nay: None

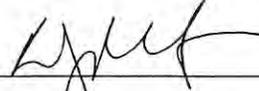
Abstaining: None

Absent: None

Approved this 7th day of November 2017.



Chairman, Board of Supervisors

Attest: 

Lucy Martin, County Auditor

ENROLLMENT FORM FOR LAW ENFORCEMENT

STORY COUNTY SHERIFF'S OFFICE

Official Agency Name (must provide FULL name) ("Agency"): Story County Sheriff's Office

Agency ORI Number: IA - 0 8 5 0 0 0 0

Name of Chief of Police or Sheriff: Sheriff Paul H. Fitzgerald Number of Sworn Officers: 30

Address: 1315 S. B Ave. City: Nevada

County: Story State: Iowa Zip: 50201

Estimated number of motor vehicle accident reports per year: 325

Enrollment in the CARFAX For Police Program allows Agency to subscribe, in exchange for motor vehicle accident reports data created or collected by Agency, to the CARFAX investigative tools ("Investigative Tools"), and such other tools and services that CARFAX may offer participants of the CARFAX For Police Program.

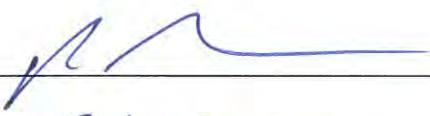
Agency wishes to subscribe to:

Investigative Tools

Yes No

By signing below, I represent that I am duly authorized to execute this Enrollment Form on behalf of Agency and bind Agency to the CARFAX For Police Program Terms and Conditions:

Signature:  Title: Story County Sheriff
Printed Name: Paul H. Fitzgerald Date: 11/02/2017

Signature:  Title: Story County Board of Supervisor
Printed Name: Rick Sanders Date: 11-7-17

Send completed form to: Valerie Clements | EMAIL: valerieclements@carfax.com | FAX: 1-800-378-0592

CARFAX® For Police Program Terms and Conditions

These CARFAX® For Police Program Terms and Conditions ("Terms and Conditions"), any enrollment form (each, an "Enrollment Form") signed or accepted by the law enforcement agency ("Agency"), and any exhibits and addenda to any Enrollment Form (whether entered into at the same time or at a later date) collectively form the agreement ("Agreement") between CARFAX, Inc. ("CARFAX") and Agency and govern Agency's participation in the CARFAX® for Police Program ("Program"). This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and terminates and supersedes all previous agreements, whether oral or written, relating to the same subject matter, and will continue in full force and effect so long as Agency participates in the Program.

1. **Provision of Data.** Agency agrees to provide, or authorizes its third party service provider to provide, to CARFAX all of the following available data elements collected from motor vehicle accident reports (or any data contained therein, as mutually agreed by the parties) that are created or collected by Agency and that Agency is permitted to provide to CARFAX: VIN, Vehicle Make, Report Number, Vehicle Model, Crash Date, Vehicle Year, Point of Impact, Damage Severity, Police Agency, County, City, State, License Plate Number and License Plate State ("Accident Data"). Agency understands that CARFAX relies on its sources for the accuracy and reliability of their information, and therefore Agency will notify CARFAX of erroneous information in any Accident Data provided to CARFAX. Agency authorizes CARFAX to include information from the Accident Data in the CARFAX Vehicle History Service database ("VHDB"), and to use such information in connection with any data, products and services provided by CARFAX. Agency authorizes CARFAX to include information from the Accident Data provided by Agency in CARFAX's crash report center database (the "Crash Report Center Database" and collectively with the VHDB, the "CARFAX Databases") for use in connection with the CARFAX services that Agency subscribes to through the Program, the Investigative Tools (as defined below), and/or such other services as may be offered by CARFAX from time to time (each, a "Service" and collectively, the "Services"). Agency agrees to use its best efforts to provide to CARFAX, upon CARFAX's request, another copy of any previously provided Accident Data as soon as reasonably possible after such request. Agency understands that, in the event of any termination of Agency's participation in any Service or the Program, CARFAX may continue to use the Accident Data already acquired by CARFAX.

2. **Term and Termination.** Agency agrees that its participation in the Program will be effective from the date on which Agency first provides Accident Data to CARFAX in the form and format that allows CARFAX to upload such Accident Data in the CARFAX Databases (the "Effective Date") and will continue in effect for a period of one (1) year and thereafter will automatically renew for additional one (1) year periods until either party provides the other party ninety (90) days written notice prior to any renewal date (the "Term"). If, during the Term, Agency elects to withdraw from its participation in the CARFAX E-Commerce Service and/or the use of the Investigative Tools, Agency must provide written notice to CARFAX of such election and CARFAX shall reasonably accommodate such request within thirty (30) days of receipt of such request. Termination of Agency's subscription to any Service pursuant to the Program does not terminate any other Services to which Agency may have subscribed. CARFAX may terminate this Agreement immediately upon written notice if Agency breaches any provision of this Agreement. All provisions of this Agreement that expressly or should by their nature survive any expiration or termination of this Agreement shall so survive, including without limitation this last sentence of Section 2, the last sentence of Section 3, and Sections 5, 7(c), 8, 9, 11, and 12.

3. **License; Ownership.** Subject to the terms and conditions of this Agreement, CARFAX hereby grants to Agency a limited, revocable, nontransferable and nonexclusive license to use the CARFAX Databases in accordance with the terms of this Agreement. The license to use the CARFAX Databases is limited to the extent required for criminal investigative purposes ("Permitted Use"). Agency acknowledges that the CARFAX Databases, the Investigative Tools and all data contained therein and all intellectual property relating thereto are and will remain the property of CARFAX.

4. **Agency Account.** Promptly following the Effective Date, CARFAX will establish an Agency Account and will provide Agency with username(s) and password(s) to access the CARFAX Databases to use the Investigative Tools. Agency will ensure that only authorized employees of Agency are given access to the Agency Account. Agency will ensure that a separate username and password is issued for each authorized employee of Agency, and Agency will be responsible for the administration of such username(s) and password(s) (including, without limitation, in connection with change in authorized personnel). Agency understands that it is liable for the security of the username(s) and password(s) issued by CARFAX and all charges or fees arising out of the unauthorized or improper use of such username(s) and password(s), including access by non-authorized individuals or use for commercial purposes. Agency will not share the username(s) and/or password(s) issued by CARFAX with any third party (other than with CARFAX-approved third party vendors to facilitate the Permitted Use).

5. **Security.** Agency acknowledges that the Crash Report Center Database contains accident reports that may include personally identifiable information (collectively, "PII"). Agency will keep all such PII confidential and secure, including without limitation by (a) restricting access to the Agency Account and/or such accident reports to employees of Agency who have a need to know as part of their official duties; (b) ensuring that the Agency Account and such accident reports are accessed for a Permitted Use only, and information from such accident reports is not shared with any third party except as permitted by law and pursuant to this Agreement; (c) maintaining and complying with any applicable data retention policy governing the security and retention of accident reports; and (d) maintaining an information security program that is designed to meet applicable state and federal law requirements for safeguarding PII, including, at a minimum, to (i) ensure the security and confidentiality of such accident reports; (ii) protect against any anticipated threats or hazards to the security or integrity of data contained on such accident reports; and (iii) protect against unauthorized access to or use of the data contained in such accident reports. In the event of any actual breach of accident reports data caused by Agency's access to or use of the accident reports contained in the Crash Report Center Database ("Agency Breach"), Agency will promptly notify CARFAX of such actual Agency Breach and will fully cooperate with CARFAX in investigating such breach or unauthorized access and preventing the recurrence of any unauthorized or attempted possession, use or knowledge of the data. Agency shall be solely responsible for any legal or regulatory obligations which may arise under applicable law in connection with such Agency Breach and shall bear all costs associated

with complying with legal and regulatory obligations in connection therewith and will reimburse CARFAX for any expenses incurred by CARFAX in connection with such Agency Breach, or any actions required as a result thereof. For purposes of clarification, and without limiting the generality of the foregoing, Agency shall, in compliance with law and at its own expense, notify the individuals whose information is the subject of such Agency Breach or potential Agency Breach, and shall also notify any other parties (including without limitation regulatory entities and credit reporting agencies) as may be required by law. Agency agrees that such notification shall not reference CARFAX or the Crash Report Center Database, nor shall CARFAX be otherwise identified or referenced in connection with such Agency Breach, without CARFAX's express written consent. Agency shall remain solely liable for claims that may arise from such Agency Breach, including without limitation costs for litigation (including attorneys' fees), and reimbursement sought by individuals, including without limitation costs for credit monitoring or allegations of loss in connection with such Agency Breach. Agency shall provide samples of all proposed materials to notify consumers and any third parties, including regulatory entities, to CARFAX for review and approval prior to distribution.

6. CARFAX Database Integrity. Agency will not upload or otherwise introduce any viruses, spyware or other software that jeopardizes the security or integrity of the CARFAX Databases or any CARFAX website and/or mobile device application or otherwise interferes with the CARFAX Databases, applicable CARFAX website and/or mobile device application functioning as intended by CARFAX.

7. Investigative Tools. In consideration of Agency's provision of Accident Data to CARFAX and authorization for CARFAX to use such Accident Data in accordance with Section 1, CARFAX shall provide Agency access to the services described in Sections 7(a) and 7(b) (collectively, the "Investigative Tools"), subject to the restrictions set forth in Section 7(c):

(a) Subscription to the VHDB. CARFAX will provide to Agency a subscription to the VHDB to access CARFAX Vehicle History Reports, QuickVIN®, VINAlert®, Partial License Plate Search and such other investigative tools that CARFAX may offer from time to time.

(b) Subscription to the Crash Report Center Database. CARFAX will provide Agency with a subscription to the Crash Report Center Database to obtain, as necessary, copies of motor vehicle accident reports that were provided to CARFAX by other law enforcement agencies and any information contained in the foregoing for the Permitted Use only.

(c) Restrictions on Access and Use of the Investigative Tools. Agency shall not: (i) provide, offer, distribute, sell, resell or otherwise disclose any of the Investigative Tools or any information derived from the Investigative Tools to any third party (except to the extent such Investigative Tool becomes part of Agency's criminal investigation record, subject to the state's open records laws); (ii) permit the use of the CARFAX Databases or any information contained therein by any third parties; (iii) search the CARFAX Databases or any information contained therein on behalf of any third party; (iv) use or permit the use of the CARFAX Databases or any information contained therein for purposes other than the Permitted Use; (v) use or permit the use of the CARFAX Databases or Investigative Tools in the operation of a service bureau; (vi) use or permit the use of the CARFAX Databases or the Investigative Tools for personal or unlawful purposes; or (vii) upload or otherwise introduce any viruses, spyware or other software that jeopardizes the security or integrity of the CARFAX Databases or otherwise interferes with the functioning of the CARFAX Databases as intended by CARFAX. Systematic access or retrieval of Investigative Tools or the information derived from Investigative Tools, including, but not limited to, the use of "bots" or "spiders," is strictly prohibited. In the event Agency provides any Investigative Tool or the information derived from the Investigative Tool to another party, Agency shall not: (A) provide such Investigative Tool or information to any party for resale or remarketing in any manner or (B) modify such Investigative Tool or information in any way. Agency shall make no representation or provide any warranty to any person or entity regarding CARFAX, the CARFAX Databases, the Investigative Tools, or the information derived from the Investigative Tools, whether written or oral, that is inconsistent with the provisions of this Agreement or the information contained on the Investigative Tools (including all disclaimers).

8. Disclaimers: Limited Warranty. Agency acknowledges that CARFAX collects data from public records and other sources for use in the CARFAX Databases and that this data may contain errors and omissions. CARFAX does not guarantee the correctness or completeness of the CARFAX Databases, the Investigative Tools or any information contained therein, and CARFAX will not be liable for any loss or injury caused, in whole or part, either by its negligence or circumstances beyond its control in procuring, compiling, collecting, interpreting or making available the CARFAX Databases or the Investigative Tools. Agency understands that not all information is available for all states and that CARFAX does not have access to some information that may be available to other parties. Agency also understands there may be a period of time between receipt of certain information by CARFAX and its inclusion of such information into the CARFAX Databases or the Investigative Tools. Agency acknowledges that neither the CARFAX Databases nor the Investigative Tools provide any conclusions regarding the condition of any vehicle, and Agency assumes full responsibility with respect to its decisions and transactions using the CARFAX Databases, the Investigative Tools or any information contained therein. THE CARFAX DATABASES, THE INVESTIGATIVE TOOLS AND ALL INFORMATION CONTAINED IN THE FOREGOING ARE PROVIDED "AS IS" AND "AS AVAILABLE." CARFAX MAKES AND AGENCY RECEIVES NO WARRANTIES, EXPRESS OR IMPLIED, AND CARFAX EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CARFAX DOES NOT GUARANTEE THAT THE CARFAX DATABASES OR THE INVESTIGATIVE TOOLS WILL FUNCTION WITHOUT INTERRUPTION OR ERRORS IN FUNCTIONING. IN PARTICULAR, THE OPERATION OF THE CARFAX DATABASES OR THE INVESTIGATIVE TOOLS MAY BE INTERRUPTED DUE TO MAINTENANCE, UPDATES, OR SYSTEM OR NETWORK FAILURES. CARFAX, ITS AFFILIATES AND ITS AND THEIR RESPECTIVE LICENSORS DISCLAIM ALL LIABILITY FOR ANY LOSS OR DAMAGES CAUSED BY USE OF THE CARFAX DATABASES, THE INVESTIGATIVE TOOLS OR ANY INFORMATION CONTAINED THEREIN.

9. Limitation of Liability; Indemnification. Agency agrees that CARFAX's liability hereunder for damages, regardless of the form of action, shall not exceed the amount paid by Agency for the Investigative Tool in question, as applicable. This shall be Agency's exclusive remedy. IN NO EVENT WILL CARFAX BE LIABLE FOR CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, LOSS OF TIME, LOSS OF

PROFITS OR INCOME, OR ANY THIRD PARTY CLAIM OR DEMAND) EVEN IF CARFAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Except to the extent prohibited by applicable law, Agency will indemnify and hold CARFAX, its affiliates and its and their respective directors, officers, employees and agents harmless from any claims, suits, investigations, damages (either direct or indirect), costs, expenses and losses of any and every kind (including but not limited to reasonable attorney's fees and costs) arising out of Agency's use of the CARFAX Databases, any Investigative Tools or any information contained therein for any purpose other than the Permitted Use or in a manner prohibited by this Agreement.

10. Marks. CARFAX grants to Agency a limited, revocable, nonexclusive and nontransferable license to use CARFAX trademarks and logos provided by CARFAX to Agency ("CARFAX Marks") solely as approved by CARFAX. Agency acknowledges that Agency's use of the CARFAX Marks shall inure to CARFAX's benefit.

11. Governing Law. This Agreement, and any claim or dispute relating in any way to the activities under this Agreement, shall be governed by and construed in accordance with the laws of the State of Iowa.

12. Miscellaneous. In the event of a direct conflict between the terms and conditions contained in an Enrollment Form and those set forth in these Terms and Conditions, the terms of the Enrollment Form shall govern. CARFAX reserves the right to discontinue or modify, upon notification to Agency, any aspect of any of the Services provided by CARFAX hereunder. CARFAX reserves the right to modify these Terms and Conditions and to impose new or additional terms and conditions at any time. Such modifications and additional terms and conditions will be effective immediately upon being posted online on the CARFAX For Police website (or such other successor website) and incorporated into this Agreement. Agency's continued use of the Services, as applicable, will be deemed acceptance thereof. CARFAX's failure to insist in any one or more instances upon the performance of any term, obligation, or condition of this Agreement by Agency, or to exercise any right or privilege conferred in this Agreement, will not be construed as a waiver of such term, obligation, or condition or a relinquishment of such right or privilege. Any waiver of a breach of any term or condition of this Agreement by CARFAX will not be considered a waiver of any subsequent breach of the same or any other condition. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in force, unless the invalidity or unenforceability of a provision materially alters the rights or obligations of a party. Agency shall not assign this Agreement without the prior written consent of CARFAX.

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared by Amelia Schoeneman, Story County Planning & Development Department, 900 6th St., Nevada, Iowa 50201 515-382-7245

Please return to:
Planning & Development

RESOLUTION NO. 18-57

RESOLUTION OF THE BOARD OF SUPERVISORS OF STORY COUNTY, IOWA, SETTING DATE AND TIME FOR PUBLIC HEARING FOR FIRST CONSIDERATION OF ORDINANCE NO. 267 AMENDING CERTAIN BOUNDARIES OF THE OFFICIAL ZONING MAP OF STORY COUNTY IOWA, AS REFERENCED IN SECTION 86.02 OF THE STORY COUNTY CODE OF ORDINANCES, LOCATED IN SECTION 22 OF RICHLAND TOWNSHIP AT 19516 WINCHESTER AVENUE, NEVADA, IOWA, UNDER THE OWNERSHIP OF RAYMOND E. AND SANDRA J. ROBINSON, FROM THE R-1 TRANSITIONAL RESIDENTIAL ZONING DISTRICT TO THE CLI COMMERCIAL/LIGHT INDUSTRIAL ZONING DISTRICT.

WHEREAS, the Board of Supervisors approved the *Code of Ordinances of Story County, Iowa, on May 21, 2013*; and

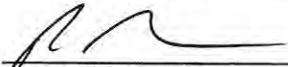
WHEREAS, Section 1.11 (2)(A) states a proposed ordinance shall be considered and receive a favorable vote for passage in accordance with Section 331.302 (6) of the Code of Iowa, as amended;

AND WHEREAS, Section 1.11 (2)(B) states the title of the proposed ordinance shall be published in accordance with Section 331.305 of the *Code of Iowa*, as amended, prior to its first consideration by the Board. Copies of the full text of the ordinance shall be made available to the public at the time of publication at the office of the County Auditor, and the published notice shall specify where such copies may be obtained;

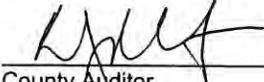
AND WHEREAS, the Story County Planning and Zoning Commission recommended approval of the requested zoning amendment at their November 1, 2017 meeting;

NOW THEREFORE BE IT RESOLVED that a public hearing date on this matter be held on the proposed Ordinance No. 267 on the 14th day of November, 2017, in the Public Meeting Room of the Story County Administration Building, Nevada, Iowa, at 10:00 AM and the Board of Supervisors directs Planning and Development staff to place copies of the full text of the ordinance with the Office of the County Auditor.

Dated this 7th day of November, 2017.



Board of Supervisors
Story County, Iowa



County Auditor
Story County, Iowa

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

Closure No. 18-17

Date 10/31/2017

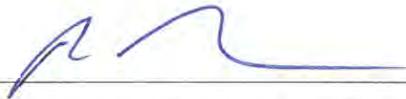
Resolution

BE IT RESOLVED

by the Board of Supervisors of Story County, Iowa, to approve the road closure(s) for the purpose of Track Repair in Richland Twp, Sec 27,34 on 210th St, East of 650th Ave, at the crossing

Motion by: Olson Seconded by: Chitty

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



Story County Board of Supervisors

STORY COUNTY UTILITY PERMIT

Date 10/31/17

To the Board of Supervisors, Story County, Iowa:

The Windstream Iowa Communications, LLC Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at Little Rock, AR, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of seb2x22 on secondary route 23629 600th Ave, from 23629 600th Ave to place 610 FT W/94 FT of bore., a distance of 0.018 miles. (w/o# 713379098-00271 / OSP-7313)

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 10-27-2017

Windstream Iowa Communications, LLC

Name of Company (Applicant - Permittee)


by Michelle York - Coordinator 501-748-4645
Phone no.

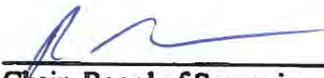
Recommended for Approval:

Date 10-30-17


County Engineer 515-382-7355
Phone no.

Approved:

Date 11-7-17


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.

11101 Anderson Drive, Suite 100
Little Rock, AR 72212



October 27, 2017

Darren Moon - County Engineer
Story County Iowa - Secondary Roads Dept.
837 N Avenue
Nevada, IA 50201

Dear Mr. Moon:

Windstream Iowa Communications, LLC; is proposing to replace the service drop to 23629 600th Ave. This will place 610 FT of seb2x22 by plow W/94 FT of bore.

Enclosed are the following documents for review:

- Permit Application
- Certificate of Insurance
- Design Prints

Once approved, please send the permit approval to Michelle.York@Windstream.com or to the return address listed above.

Your cooperation concerning this permit application will be greatly appreciated. The project engineer is James Wiand, who can be reached at 641-787-2270. If you need any additional assistance, I can be reached at (501) 748-4645 or email at Michelle.York@windstream.com.

Sincerely,

A handwritten signature in black ink that reads "Myork".

Michelle York - Engineering Coordinator
Outside Plant Engineering Support



CERTIFICATE OF LIABILITY INSURANCE

7/17/2018

DATE (MM/DD/YYYY)
6/30/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: ACE American Insurance Company		22667
INSURER B: Indemnity Insurance Co of North America		43575
INSURER C: ACE Property & Casualty Insurance Co		20699
INSURER D: ACE Fire Underwriters Insurance Company		20702
INSURER E: Agri General Insurance Company		42757
INSURER F:		

INSURED
 1077457 WINDSTREAM SERVICES, LLC
 4001 RODNEY PARHAM ROAD
 LITTLE ROCK AR 72212-2442

COVERAGES WINCO07 CERTIFICATE NUMBER: 10969212 REVISION NUMBER: XXXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> 2MIL AGG PER LOC <input checked="" type="checkbox"/> 2MIL AGG PER PROJECT GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____	N	N	HDOG2786871A	7/17/2017	7/17/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	ISAH09061381	7/17/2017	7/17/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 4,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED: _____ RETENTION \$: _____	N	N	XOOG2813480002	7/17/2017	7/17/2018	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ XXXXXXXX
A E D B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below	Y/M	N/A	WLR64413995(AZ,CA,MA) WLR64414008(TN) SCFC64414021(WI) WLR64413983 (AOS)	7/17/2017 7/17/2017 7/17/2017 7/17/2017	7/17/2018 7/17/2018 7/17/2018 7/17/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

10969212
 STORY COUNTY ENGINEER
 837 N AVE
 NEVADA IA 50201

CANCELLATION **

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M. Amello

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HIGHWAY AND TRANSPORTATION
STORY COUNTY
IOWA



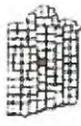
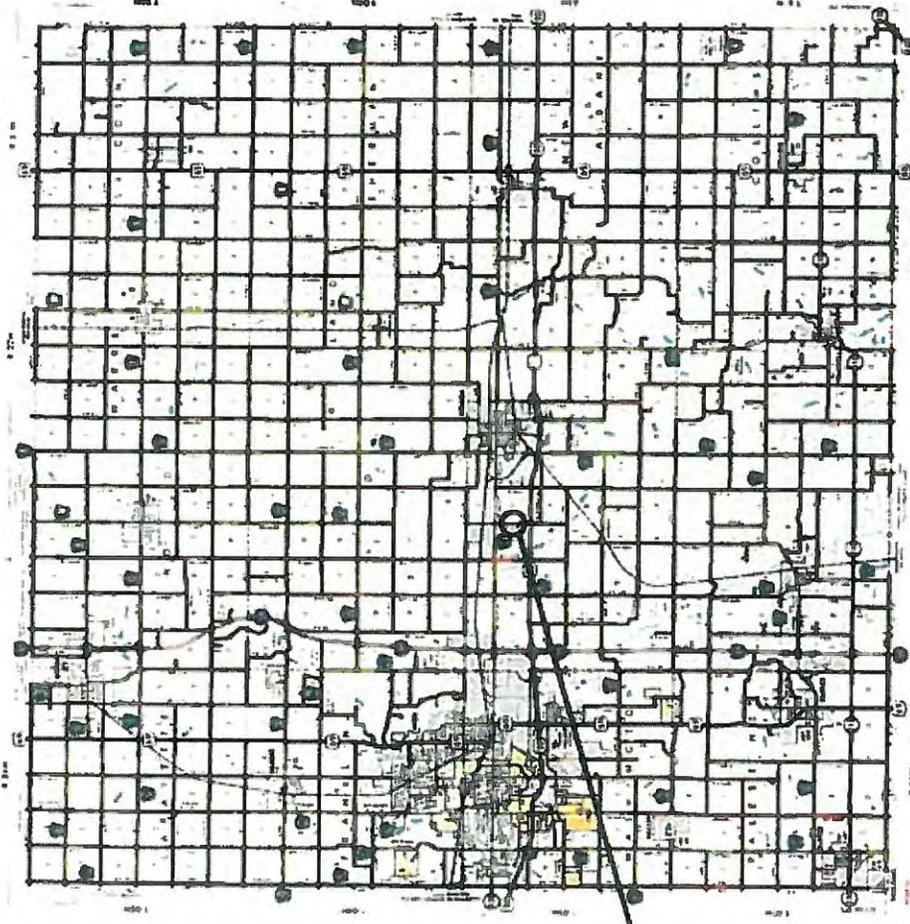
STATE OF IOWA
Department of Transportation
Iowa DOT

Updated Series
Department of Transportation
JANUARY 1, 01



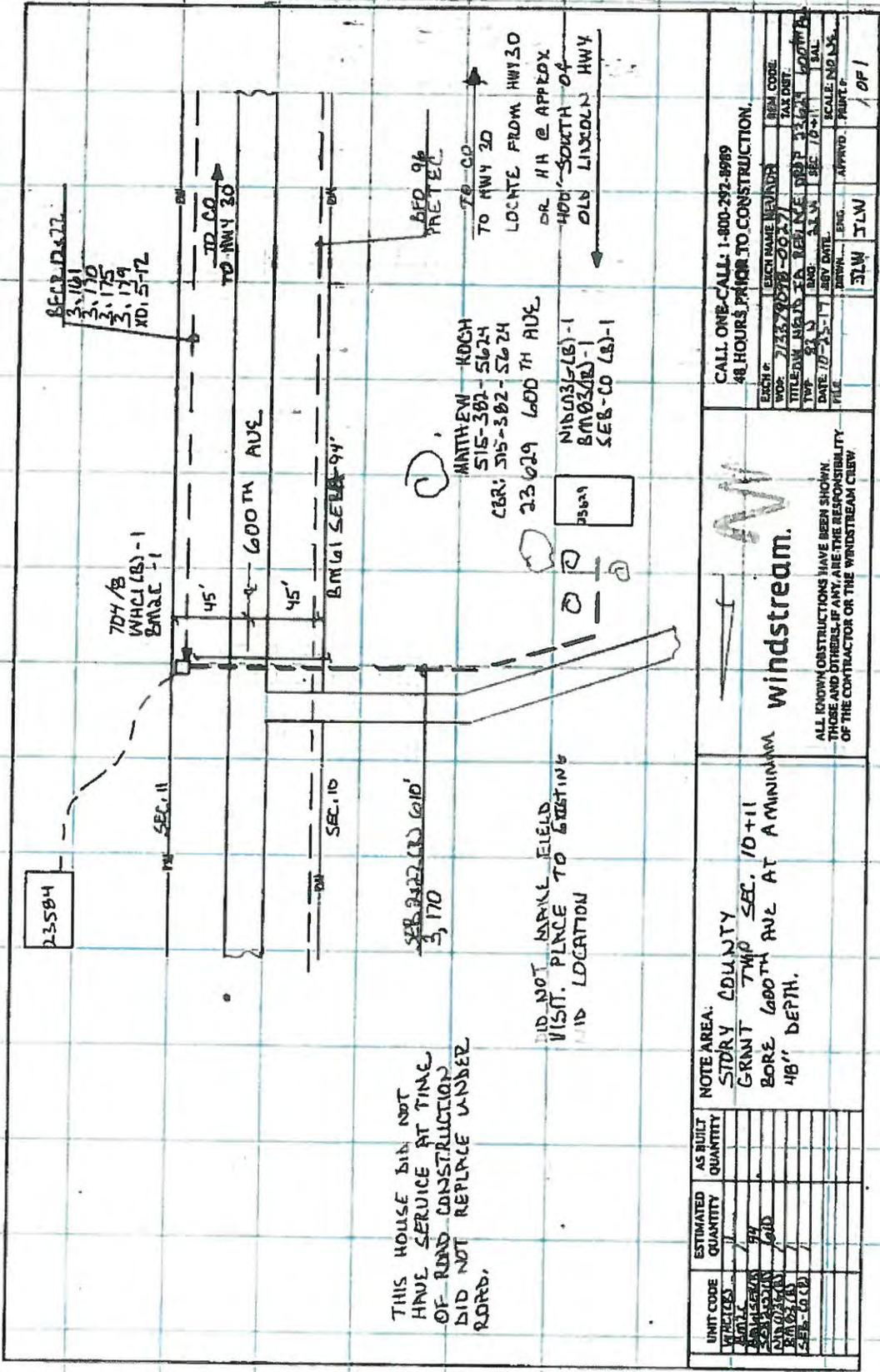
LEGEND

- Interstate
- State Highway
- County Road
- Local Road
- Water
- Other



85

WORK AREA
713379098-00271



BEARINGS
 3-101
 3-170
 3-175
 3-179
 NO. 5-12

704 1/8
 WHOLE (B) - 1
 21/2 AC ± 1

600TH AVE

BM 61 SEB-94

THIS HOUSE DID NOT
 HAVE SERVICE AT TIME
 OF ROAD CONSTRUCTION
 DID NOT REPLACE UNDER
 ROAD.

DO NOT MARK FIELD
 VISIT. PLACE TO GETTING
 IN LOCATION

MATHEW KOCH
 515-382-5624
 CAR: 515-382-5624
 23629 600TH AVE
 23629
 N1603(LB)-1
 B1603(LB)-1
 SEB-CO (LB)-1

BE 96
 PRE-TEC
 TO HWY 30
 LOCATE FROM HWY 30
 OR 1/4 @ APPROX
 400' SOUTH OF
 OLD LINCOLN HWY

UNIT CODE	ESTIMATED QUANTITY	AS BUILT QUANTITY	NOTE AREA
WATER			STORY COUNTY GRANT TWP SEC. 10+11 BORE 600TH AVE AT A MINIMUM 48" DEPTH.
SEWER			
GAS			
CONCRETE			
FOUNDATION			

CALL ONE-CALL: 1-800-292-8989
 48 HOURS PRIOR TO CONSTRUCTION.

EXCH NAME: NEVADA
 WORK: 713379098-00271
 TITLE: DWG. N1603(LB)-1
 DATE: 10-23-17
 REV: 01
 FILE: N1603(LB)-1

SCALE: 1/4" = 1'-0"
 DRAWN: JLM
 CHECKED: JLM
 APPROVED: JLM
 SHEET: 1 OF 1

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

windstream.

STORY COUNTY UTILITY PERMIT

Date 10-30-17

To the Board of Supervisors, Story County, Iowa:

The Consumers Energy Company, incorporated under the laws of Iowa authorize to do business within the State of Iowa, with its principal place of business at 2074 242nd St, Marshalltown IA, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Electric on secondary route 660th AVE, from 29385 660th AVE to the Pole approx 35 ft south of the Property Line a distance of 45 ft 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 10-30-17

Consumers Energy (Kevin Peterson)
Name of Company (Applicant - Permittee)

Kevin Peterson 641-485-0702
by Phone no.

Recommended for Approval:

Date 11-1-17

Daven Miller 515-382-7355
~~Asst.~~ County Engineer Phone no.

Approved:

Date 11-7-17

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

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

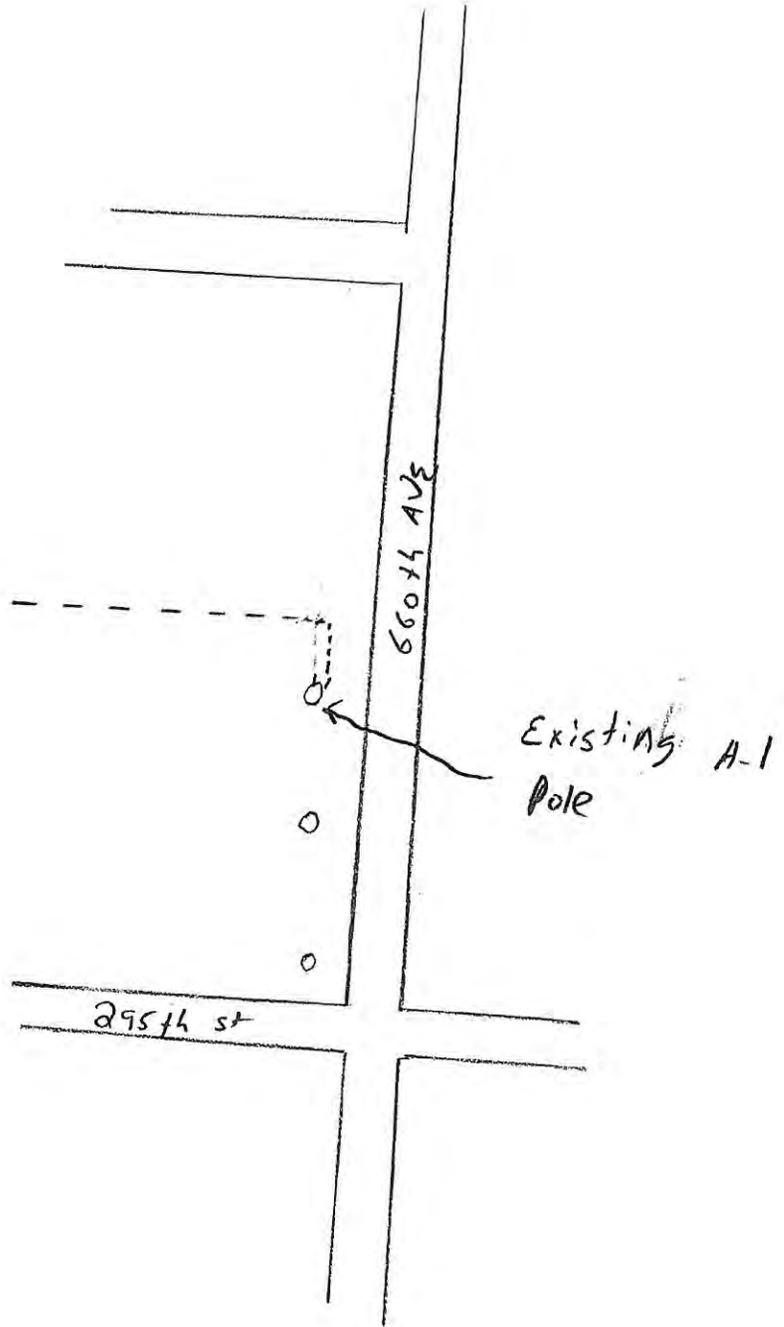
Installing 1/0 Primary URD in County Ditch for
approx 45 ft the Entering the Homeowners Property

↑ N

Story County
Indian Creek township
Section 10
N. E.

New House
29385
660th AVE

New 15 KVA
Trans. &
200I Meter Ped.



STORY COUNTY UTILITY PERMIT

Date 10-30-17

To the Board of Supervisors, Story County, Iowa:

The Consumers Energy Company, incorporated under the laws of Iowa authorize to do business within the State of Iowa, with its principal place of business at 2074 24th St, Marshalltown IA 50158, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Electric on secondary route 180th St, from 71629 180th St to across the Road, a distance of 70 ft. 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-foot 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 10-30-17

Consumers Energy (Kevin Peterson)
Name of Company (Applicant - Permittee)

Kevin Peterson
by _____ Phone no. _____

Recommended for Approval:

Date 11-1-17

Dan Smith
Asst. County Engineer 515-382-7355
Phone no. _____

Approved:

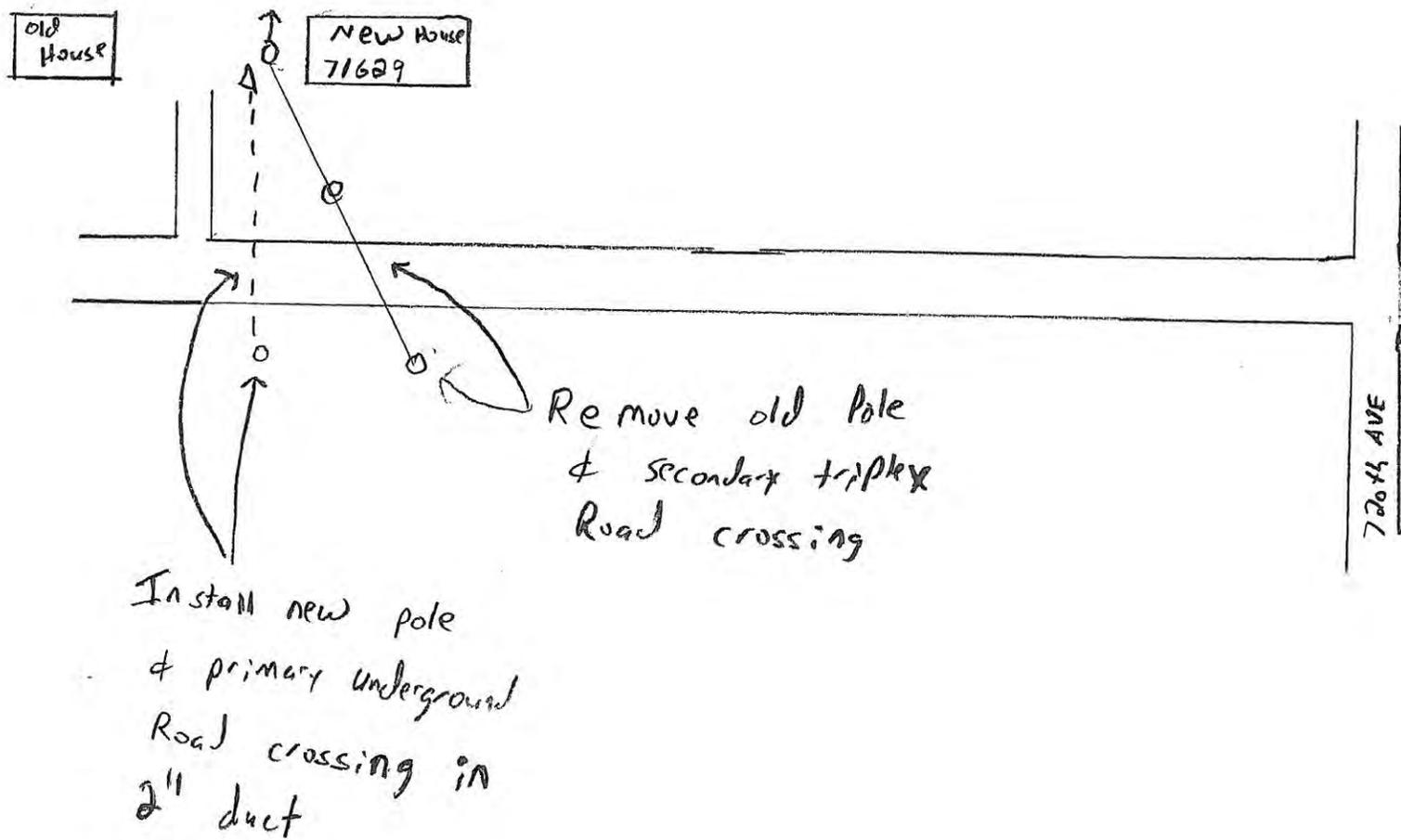
Date 11-7-17

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

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

TN

story county
Sherman township
section 10
S. E



STORY COUNTY UTILITY PERMIT

Date 11-2-17

To the Board of Supervisors, Story County, Iowa:

The Consumers Energy Company, incorporated under the laws of Iowa authorize to do business within the State of Iowa, with its principal place of business at 2074 24th St, Marshalltown IA 50158, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Electric on secondary route 5504th AVE, from 30299 5504th AVE to Across 5504th AVE then North a distance of 165 ft miles. in the ditch

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.

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

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

Date 11-2-17

Consumers Energy (Kevin Peterson)
Name of Company (Applicant - Permittee)

Kevin Peterson 641-485-0702
by Phone no.

Recommended for Approval:

Date 11-2-17

Dan Miller 515-382-7355
Asst. County Engineer Phone no.

Approved:

Date 11-7-17

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

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

EASEMENT PLAT

300TH ST

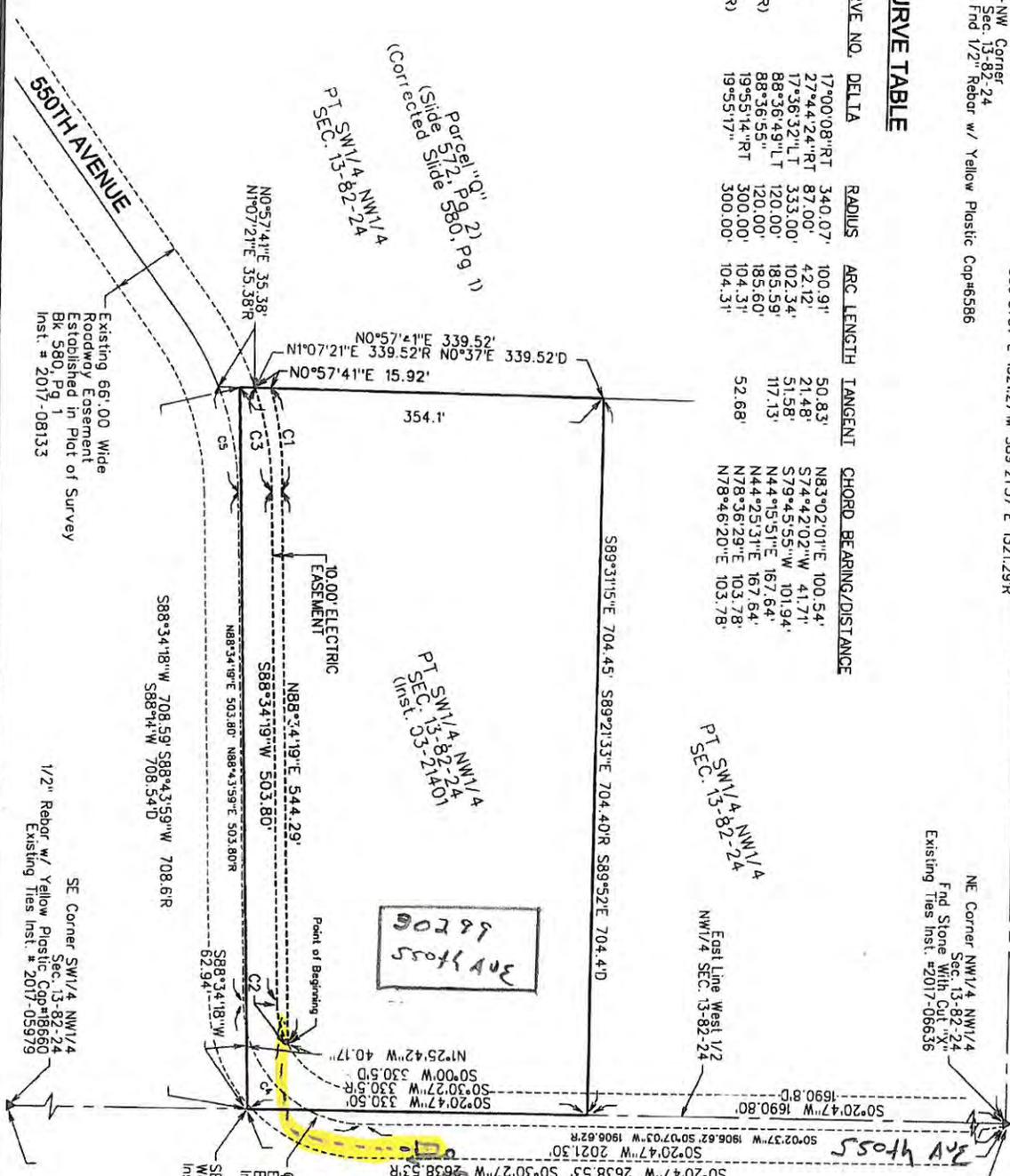
NW Corner
Sec. 13-82-24
Fnd 1/2" Rebor w/ Yellow Plastic Cpp#6586

S89°31'57"E 1321.27'W S89°21'57"E 1321.29'W

NE Corner NW1/4 NW1/4
Sec. 13-82-24
Fnd Stone With Crt X
Existing Ties Inst. #2017-06636

CURVE TABLE

CURVE NO.	DELTA	RADIUS	ARC LENGTH	TANGENT	CHORD BEARING/DISTANCE
C1	17°00'08"RT	340.07'	100.91'	50.83'	N83°02'01"E 100.54'
C2	27°44'24"RT	87.00'	42.12'	21.48'	S79°42'02"W 41.71'
C3	17°36'32"LT	333.00'	102.34'	51.58'	S79°45'55"W 101.94'
C4	88°36'49"LT	120.00'	183.59'	117.13'	N44°15'51"E 167.64'
C4(R)	88°36'49"LT	120.00'	183.59'	117.13'	N44°25'31"E 167.64'
C5	19°35'14"RT	300.00'	104.31'	52.68'	N78°36'29"E 103.78'
C5(R)	19°35'17"RT	300.00'	104.31'	52.68'	N78°46'20"E 103.78'



Parcel "C" (Slide 572, Pg 2), Pg 1
Slide 580, Pg 1
(Corrected)

PT SW1/4 NW1/4
SEC. 13-82-24

PT SW1/4 NW1/4
SEC. 13-82-24
Inst. # 03-21401

PT SW1/4 NW1/4
SEC. 13-82-24

East Line West 1/2
NW1/4 SEC. 13-82-24

300TH ST

* Install new
3 Phase Cabinet
in Ditch
* Follow Yellow
Line installing
New 3 Phase
Underground in
County Ditch and
along 300TH AVE
Established in Plot of Survey
Bk 580, Pg 1
Inst. # 2017-08133

Existing 66.00' Wide
Roadway Easement
Established in Plot of Survey
Bk 580, Pg 1
Inst. # 2017-08133

SE Corner SW1/4 NW1/4
Sec. 13-82-24
1/2" Rebor w/ Yellow Plastic Cpp#18660
Existing Ties Inst. # 2017-05979

SE Corner
Warranty Deed
Inst. # 03-21401

CONSUMERS ENERGY: 550TH AVE

EASEMENT PLAT

STORY COUNTY, IOWA

SNYDER & ASSOCIATES, INC.

2727 & W. SNYDER BLVD.
ANKENY, IOWA 50023
616-004-2020 | www.snyder-associates.com

MARK	REVISED	DATE	BY
Engineer	Checked By: TLC	Issue: 1"=100'	
Technician: JDP	Date: 07/13/17	Field Bk: 48701	Pg. 83
Project No:	117004.3.018	Sheet	2 of 2

SNYDER & ASSOCIATES

Project No: 117004.3.018
Sheet 2 of 2

RESOLUTION # 18-52

COUNTY NAME: Story	RECORD OF HEARING AND DETERMINATION ON THE AMENDMENT TO COUNTY BUDGET	COUNTY NO: 85
------------------------------	--	-------------------------

Date budget amendment was adopted:
11/7/17

For Fiscal Year Ending:
June 30, 2018

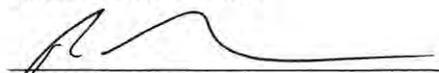
The County Board of Supervisors met on the date specified immediately above to adopt an amendment to the current County budget as summarized below. The amendment was adopted after compliance with the public notice, public hearing, and public meeting provisions as required by law.

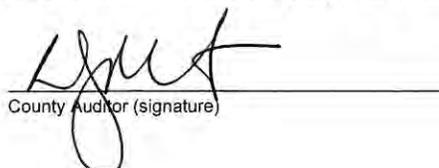
Iowa Department of Management Form 653 A-R Sheet 2 of 2 (revised 05/01/14)		Total Budget as Certified or Last Amended	Adopted Current Amendment	Total Budget After Current Amendment
REVENUES & OTHER FINANCING SOURCES				
Taxes Levied on Property	1	24,474,068	0	24,474,068
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Less: Credits to Taxpayers	3	1,040,341	0	1,040,341
Net Current Property Taxes	4	23,433,727	0	23,433,727
Delinquent Property Tax Revenue	5	1,592	0	1,592
Penalties, Interest & Costs on Taxes	6	57,000	0	57,000
Other County Taxes/TIF Tax Revenues	7	3,479,353	56,148	3,535,501
Intergovernmental	8	9,050,539	(14,600)	9,035,939
Licenses & Permits	9	67,800	0	67,800
Charges for Service	10	1,802,850	0	1,802,850
Use of Money & Property	11	512,140	0	512,140
Miscellaneous	12	745,170	13,525	758,695
Subtotal Revenues	13	39,150,171	55,073	39,205,244
Other Financing Sources:				
General Long-Term Debt Proceeds	14	0	1,500,000	1,500,000
Operating Transfers In	15	3,203,561	(82,000)	3,121,561
Proceeds of Fixed Asset Sales	16	2,000	5,100	7,100
Total Revenues & Other Sources	17	42,355,732	1,478,173	43,833,905
EXPENDITURES & OTHER FINANCING USES				
Operating:				
Public Safety & Legal Services	18	11,862,605	6,000	11,868,605
Physical Health & Social Services	19	2,640,893	760	2,641,653
Mental Health, ID & DD	20	1,796,570	600	1,797,170
County Environment & Education	21	4,114,121	20,700	4,134,821
Roads & Transportation	22	6,526,900	1,225,000	7,751,900
Government Services to Residents	23	1,237,068	0	1,237,068
Administration	24	5,664,062	11,000	5,675,062
Nonprogram Current	25	100,000	0	100,000
Debt Service	26	1,355,532	164,000	1,519,532
Capital Projects	27	4,503,744	3,294,500	7,798,244
Subtotal Expenditures	28	39,801,495	4,722,560	44,524,055
Other Financing Uses:				
Operating Transfers Out	29	3,203,561	(82,000)	3,121,561
Refunded Debt/Payments to Escrow	30	0	0	0
Total Expenditures & Other Uses	31	43,005,056	4,640,560	47,645,616
Excess of Revenues & Other Sources over (under) Expenditures & Other Uses	32	(649,324)	(3,162,387)	(3,811,711)
Beginning Fund Balance - July 1,	33	22,578,317	0	22,578,317
Increase (Decrease) in Reserves (GAAP Budgeting)	34	0	0	0
Fund Balance - Nonspendable	35	0	0	0
Fund Balance - Restricted	36	9,494,119	(2,242,626)	7,251,493
Fund Balance - Committed	37	2,261,140	0	2,261,140
Fund Balance - Assigned	38	2,291,335	(111,881)	2,179,454
Fund Balance - Unassigned	39	7,882,399	(807,880)	7,074,519
Total Ending Fund Balance - June 30,	40	21,928,993	(3,162,387)	18,766,606

Date original budget adopted:
03/14/17

Date(s) current budget was subsequently amended:
08/15/17

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


Board Chairperson (signature)


County Auditor (signature)

**RESOLUTION NO. 18-53
APPROPRIATIONS AMENDMENT**

WHEREAS, Resolution No. 17-110 dated June 27, 2017 set appropriations by department for Fiscal Year 2018, and

WHEREAS, Resolution No. 18-22 dated August 15, 2017 amended appropriations by department for Fiscal Year 2018, and

WHEREAS, Resolution No. 18-42 dated October 10, 2017 amended appropriations by department for Fiscal Year 2018, and

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

<u>Dept# & Name</u>	<u>\$ Amount</u>	<u>Dept# & Name</u>	<u>\$ Amount</u>
04 – Attorney	6,000	10 – General Co Btrmt	5,700
20 – Engineer	3,337,000	25 – Community Serv.	11,000
51 – Facilities Mgr	5,000	60 – Mental Health	600
99 – Countywide Serv	1,275,260		

Motion by: Chitty Seconded by: Olson

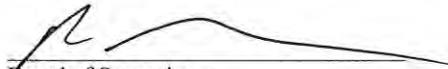
Voting Aye: Chitty, Olson, Sanders

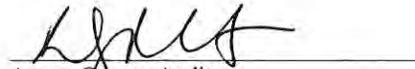
Voting Nay: None

Abstaining: None

Absent: None

The above resolution was adopted by the Board of Supervisors of Story County, Iowa, on the 7th day of November, 2017, and the Auditor is directed to correct her books accordingly.


Board of Supervisors


Attest: County Auditor

SCEDG FINANCIALS - FY 2018

	<u>Population</u>	<u>Base \$</u>	<u>Certification \$</u>	<u>Population \$(.795836)</u>	<u>Total \$</u>
Ames	58,965	\$ 500.00	\$ 1,500.00	\$ 46,926.47	\$ 48,926.47
Cambridge	827	\$ 500.00	\$ 1,500.00	\$ 658.16	\$ 2,658.16
Collins	495	\$ 500.00	\$ 1,500.00	\$ 393.94	\$ 2,393.94
Colo	876				\$ -
Gilbert	1082	\$ 500.00	\$ 1,500.00	\$ 861.09	\$ 2,861.09
Huxley	3317	\$ 500.00	\$ 1,500.00	\$ 2,639.79	\$ 4,639.79
Kelley	309				\$ -
Maxwell	920	\$ 500.00	\$ 1,500.00	\$ 732.17	\$ 2,732.17
McCallsburg	333				\$ -
Nevada	6798	\$ 500.00	\$ 1,500.00	\$ 5,410.09	\$ 7,410.09
Roland	1284	\$ 500.00	\$ 1,500.00	\$ 1,021.85	\$ 3,021.85
Sheldahl	319				\$ -
Slater	1489	\$ 500.00	\$ 1,500.00	\$ 1,185.00	\$ 3,185.00
Story City	3431	\$ 500.00	\$ 1,500.00	\$ 2,730.51	\$ 4,730.51
Zearing	554	\$ 500.00	\$ 1,500.00	\$ 440.89	\$ 2,440.89
Totals	80,999	\$ 5,500.00	\$ 16,500.00	\$ 62,999.97	\$ 84,999.97

Available	\$ 100,000.00
Base	\$ 5,500.00
Certification	\$ 16,500.00
population	\$ 62,999.97
Special Projects	\$ 15,000.00
Labor Shed	
Total	\$ 99,999.97

APPROVED
DENIED

Board Member Initials: RS
 Meeting Date: 11-7-17
 Follow-up action: Spring 2018 Payments

ORDINANCE DEVELOPMENT AND REVIEW GUIDELINES



APPROVED **DENIED**
Board Member Initials: RS
Meeting Date: 11-7-17
Follow-up action: _____

Story County
Board of Supervisors

900 6th Street

Nevada, Iowa 50201

www.storycountyiowa.gov

STORY COUNTY, IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NO. # 18-59

RESOLUTION TO FIX THE TERM OF EMPLOYMENT AND COMPENSATION FOR THE STORY ASSISTANT COUNTY ENGINEER PURSUANT TO IOWA CODE SECTION 309.17 & 18.

BE IT RESOLVED by the Board of Supervisors of Story County, Iowa, that Tyler Sparks is hereby employed as the Assistant County Engineer for Story County, Iowa. His term of employment is hereby fixed for three years from the date of the passage of this resolution.

WHEREAS the County shall set compensation for the Assistant County Engineer for Story County, Iowa on an annual basis at the beginning of each fiscal year based on the market value (average salary) of Assistant County Engineers in comparable counties.

NOW, THEREFORE, BE IT RESOLVED that Tyler Sparks is hereby employed as the Assistant County Engineer for Story County, Iowa at a base yearly compensation rate of \$87,397.83 (\$3,361.45 bi-weekly) effective November 12, 2017 for FY18. The Assistant County Engineer shall receive longevity pay in addition to the base salary per the Story County Longevity Policy and also be eligible for merit increases per Story County Classification and Compensation Policy.

Dated this 7th day of November, 2017.



Board of Supervisors
Story County, Iowa



County Auditor
Story County, Iowa

Moved by: Olson

Seconded by: Chitty

Voting Aye: Olson, Chitty, Sanders

Voting Nay: None

Absent: None

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