

The Board of Supervisors met on 9/25/18 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 storycountyiowa.gov).

MINUTES: 9/18/18 Minutes – Olson moved, Chitty seconded the approval of Minutes with a noted change. Motion carried unanimously (MCU) on a roll call vote.

PERSONNEL ACTIONS: Sanders added a re-hire in Auditor's Office, effective 10/1/18, for Susan Braland @ \$15.00/hr. 1) new hire, effective 10/1/18, in Auditor's Office for Kristofer Collins @ \$15.00/hr; Karen Knaphus @ \$15.00/hr; Wade Redix @ \$15.00/hr; Vijaykumar Sheth @ \$15.00/hr; Laurie Shinn @ \$15.00/hr; Karla Walters @ \$15.00/hr; 2) pay adjustment, effective 9/30/18, in a) Animal Control for Debbie Koepp @ \$17.18/hr; b) Attorney's Office for Ethan Anderson @ \$3,601.38/bw; Connie Davis @ \$16.38/hr; c) Community Services for Erin Rewerts @ \$2,629.26/bw; d) Engineer/Secondary Roads for Darren Moon @ \$4,858.36/bw; e) Facilities Management for Jon Eickholt @ \$2,524.16/bw; Todd Sullivan @ \$24.75/hr; f) Sheriff's Office for Marilyn Mosinski @ \$2,056.80/bw; Kimberly Nicholas @ \$1,914.40/bw; Michael Waldbillig @ \$2,590.40/bw; effective 10/1/18, in Auditor's Office, for Ronald Augustine @ \$15.00/hr; Roy Black @ \$15.00/hr; Russell Cruse @ \$15.00/hr; Michelle DeYoung @ \$15.00/hr; Mike Hughes @ \$15.00/hr; Cheryl Pearson @ \$15.00/hr; 3) re-hire in Auditor's Office for Jane Evans @ \$15.00/hr; Cynthia Gaunt @ \$15.00/hr; Marilyn Lowe @ \$15.00/hr; Rebecca Ludwick @ \$15.00/hr; Stacey Massey @ \$15.00/hr; Marylou Nelson @ \$15.00/hr. Chitty moved, Olson seconded the approval of Personnel Actions noted addition. Roll call vote. (MCU)

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

1. Contract between Iowa Department of Public Health and Story County Board of Health for grants to counties, effective 7/1/18-6/30/19, for \$30,927.00
2. Verification of tax suspension recipient
3. Licensing Agreement between Ergometrics and Story County in the minimum amount of \$125.00, effective 9/29/18-11/3/18
4. Resolution #19-33, to fix the term of employment and compensation for the Story County Engineer pursuant to *Code of Iowa* §309.17-18
5. Resolution #19-28, Setting a Date and Time for a Public Hearing for 10/9/18, for consideration of Resolution #19-29, expressing intent to authorize a tax increment revenue loan agreement for and not to exceed \$1,000,000.00
6. Road Closure Resolutions: #19-14; #19-15
7. Utility Permit: #19-13

Roll call vote. (MCU)

DISCUSSION OF PRELIMINARY MOTOR GRADER LEASE OPTIONS FOR SECONDARY ROADS – Sanders provided an overview. Darren Moon, Engineer, reported on the current lease cost and funding, trade-in value, and purchase option. Moon stated the Board has four options. He provided detail and recommended a combination of options one and two. The Board concurred. Moon reported on next steps and the process.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: All Board members reported on multiple meetings.

Chitty moved, Olson seconded to adjourn at 10:33 a.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Agenda
9/25/18

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

I. 9/18/18 Minutes

Department Submitting Auditor

5. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1)new hire, effective 10/1/18, in Auditor's Office for Kristofer Collins @ \$15.00/hr; Karen Knaphus @ \$15.00/hr; Wade Redix @ \$15.00/hr; Vijaykumar Sheth @ \$15.00/hr; Laurie Shinn @ \$15.00/hr; Karla Walters @ \$15.00/hr; 2)pay adjustment, effective 9/30/18, in a)Animal Control for Debbie Koepp @ \$17.18/hr; b)Attorney's Office for Ethan Anderson @ \$3,601.38/bw; Connie Davis @ \$16.38/hr; c)Community Services for Erin Rewerts @ \$2,629.26/bw; d)Engineer/Secondary Roads for Darren Moon @ \$4,858.36/bw; e)Facilities Management for Jon Eickholt @ \$2,524.16/bw; Todd Sullivan @ \$24.75/hr; f)Sheriff's Office for Marilyn Mosinski @ \$2,056.80/bw; Kimberly Nicholas @ \$1,914.40/bw; Michael Waldbillig @ \$2,590.40/bw; Effective 10/1/18, in Auditor's Office, effective 10/1/18, for Ronald Augustine @ \$15.00/hr; Roy Black @ \$15.00/hr; Russell Cruse @ \$15.00/hr; Michelle DeYoung @ \$15.00/hr; Mike Hughes @ \$15.00/hr; Cheryl Pearson @ \$15.00/hr; 3)re-hire in Auditor's Office for Jane Evans @ \$15.00/hr; Cynthia Gaunt @ \$15.00/hr; Marilyn Lowe @ \$15.00/hr; Rebecca Ludwick @ \$15.00/hr; Stacey Massey @ \$15.00/hr; Marylou Nelson @ \$15.00/hr

Department Submitting HR

6. CONSENT AGENDA:

(All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time the Board votes on the motion.)

- I. Consideration Of Contract Between Iowa Department Of Public Health And Story County Board Of Health For Grants To Counties, Effective 07/01/2018-06/30/2019, For \$30,927.00

Department Submitting Environmental Health

Documents:

070118 063019 GRANTS TO COUNTIES CONTRACT.PDF

- II. Consideration Of Tax Suspension Recipient

Department Submitting Board of Supervisors

Documents:

TAXSUSPENSION.PDF

- III. Consideration Of Licensing Agreement Between Ergometrics And Story County In The Minimum For \$125 Effective 9/29/2018-11/03/2018

Department Submitting Sheriff

Documents:

ERGOMETRICS AGREEMENT.PDF

- IV. Consideration Of Resolution #19-33, To Fix The Term Of Employment And Compensation For The Story County Engineer Pursuant To Iowa Code Section 309.17 & 18

Department Submitting Board of Supervisors

Documents:

RESOLUTIONCOUNTYENGINEER2018.PDF

- V. Consideration Of Resolution #19-28, Setting A Date And Time For Public Hearing For October 9, 2018, For Consideration Of Resolution #19-29, Expressing Intent To Authorize A Tax Increment Revenue Loan Agreement For And Not To Exceed \$1,000,000.00

Department Submitting Board of Supervisors

Documents:

RESOLUTION1928SETTINGPUBLICHEARINGONLOANAGREEMENT.PDF

- VI. Consideration Of Road Closure Resolution(S): #19-14; #19-15

Department Submitting Engineer

Documents:

RC 19 14.PDF
RC 19 15.PDF

- VII. Consideration Of Utility Permit(S): #19-13

Department Submitting Engineer

Documents:

UT 19 013.PDF

7. PUBLIC HEARING ITEMS:

8. ADDITIONAL ITEMS:

9. AGENCY REPORTS:

10. DEPARTMENTAL REPORTS:

11. OTHER REPORTS:

I. Discussion Of Preliminary Motor Grader Lease Options For Secondary Roads-Darren Moon

Department Submitting Engineer

Documents:

LEASE OPTIONS ZIEGLER.PDF

12. 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.

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

14. ADJOURNMENT:

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

Story County Board of Supervisors
Meeting
9/25/18

NAME

ADDRESS

DARREN MOON

ENG.

Todd Lundvall

BOS

Jas. Mickelson

1503 Golden Aspen Dr Ames, IA 50010

Deb Schildroth

BOS office

Nelle Melatchie

BOS office

Dustin Ingram

AEDC - 309 Main, Ames

AUSSA WIGWALL

BOS

Paula Tom

LWV

Linda Marken

Franklin Twp.



Iowa Department of Public Health
Protecting and Improving the Health of Iowans

Gerd W. Clabaugh, MPA
Director

Kim Reynolds
Governor

Adam Gregg
Lt. Governor

CONTRACT #: 5889AW74	PROJECT TITLE: Grants to Counties
CONTRACTOR LEGAL NAME AND ADDRESS: Story County Board of Health 900 6th St Nevada, IA 50201	PROJECT PERIOD: July 1, 2018-June 30, 2019
STATE OF IOWA DEPT. OF ADMINISTRATIVE SERVICES VENDOR #: 00002129939	CONTRACT PERIOD: July 1, 2018-June 30, 2019
Warrant/payment mailing address (if different from legal address): N/A APPROVED DENIED Board Member Initials: <u>MS</u> Meeting Date: <u>9-25-19</u> Follow-up action: _____ _____	TOTAL CONTRACT AMOUNT: \$30927
	FUNDING SOURCE: FEDERAL: \$0 STATE: \$30927 OTHER:\$0 Interagency State: \$30927 Interagency Federal: \$0 Private/Fees/Other:\$0
IOWA CODE CHAPTER 8F DESIGNATION: This contract is NOT covered by Iowa Code chapter 8F	Federal Subrecipient Addendum Needed? No.
<p>The Contractor agrees to perform the work and to provide the services described in the Special conditions for the consideration stated herein. The duties, rights and obligations of the parties to this contract shall be governed by the Contract Documents, which include the Special Conditions, General Conditions, Request for Proposal and Application.</p> <p>The Contractor has reviewed and agrees to the Iowa Department of Public Health <u>General Conditions Effective July 1, 2016</u> as posted on the Department's website under Funding Opportunities or as available by contacting Mindy Uhle at telephone (515) 242-6131. The contractor specifies no changes have been made to the Special Conditions or General Conditions.</p>	
<p>The parties hereto have executed this contract on the day and year last specified below.</p>	
For and on behalf of the Department: <small>Digitally signed by Ken Sharp</small> Ken Sharp <small>Date: 2018.09.11 08:13:25 -05'00'</small> By: _____ Ken Sharp, Director, Division of ADPER & EH	For and on behalf of the Contractor: <small>Digitally signed by ipaschen</small> ipaschen <small>Date: 2018.08.21 13:27:30 -05'00'</small> By: _____ Story County Board of Health

Special Conditions for Contract # 5889AW74

Article I- Identification of Parties:

This contract is entered into by and between the Iowa Department of Public Health (hereinafter referred to as Department) and the Contractor, as identified on the contract face sheet.

Article II - Designation of Authorized State Official:

Ken Sharp, Director, Division of ADPER & EH is the Authorized State Official for this contract. Any changes in the terms, conditions, or amounts specified in this contract must be approved by the Authorized State Official. Negotiations concerning this contract should be referred to Mindy Uhle, Executive Officer II, at telephone (515) 242-6131.

Article III - Designation of Contract Designation of Project Director:

1. The Contractor, as listed on the Contract Face Sheet, is responsible for financial and administrative matters of this Contract.
2. The Project Director, as designated by the Contractor and listed in Article IV – Key Personnel for Project Implementation, has the authority to manage the contract and the legal responsibility to assure compliance with all contract conditions. Negotiations concerning this contract should be referred to the Project Director.
3. The Project Director will receive key communications from the DEPARTMENT and will be responsible for keeping the Contractor and all Authorized Agencies informed of any relevant contract issues.
4. It is the Contractor's sole responsibility to ensure appropriate individual(s) have registered within IowaGrants. The Contractor acknowledges that all assigned individuals to the Grant Tracking site have full rights (add, modify, and delete) for all Grant Tracking components including contractual forms, reporting forms, and claims submission. The Contractor designates Margaret Jaynes as the Grantee Contact in IowaGrants (www.iowaGrants.gov) who shall regulate and assign access of appropriate individuals to this grant site.

Article IV – Key Personnel:

The following individual(s) shall be considered key personnel for purposes of this contract:

Department Personnel

Name	Title	Email Address
Carmily Stone	Bureau Chief	Carmily.stone@idph.iowa.gov
Carmily Stone	Program Consultant	carmily.stone@idph.iowa.gov
Mindy Uhle	Program Contract Manager	Mindy.uhle@idph.iowa.gov

Key Contractor Personnel

Name	Title	Email Address
Margaret Jaynes	Project Director	mjaynes@storycountyiowa.gov

The Contractor shall notify the department in writing within ten (10) working days of any change of Key Personnel identified in this section.

Article V - Statement of Contract Purpose:

It is the mutual desire of the Contractor and the Department to protect groundwater quality through the testing of private water wells, the plugging of abandoned private water wells, and the reconstruction of private water wells.

Article VI - Description of Work and Services:

In compliance with IAC 641-Chapter 24, the Contractor shall:

- A. Provide services outlined in this agreement in the following county/counties: Story
- B. Comply with the provisions of 641 IAC – Chapter 24.
- C. Enter appropriate data on the Iowa Department of Natural Resources' Private Well Tracking System (PWTS) prior to the submission of each quarterly claim.
- D. Prepare a quarterly claim voucher on www.iowagrants.gov.
- E. Maintain complete records of costs and payments per 641 IAC-24.
- F. Ensure staff are qualified as outlined in 641 IAC-24.7 (3) and submit the CEUs for approval to the Iowa Environmental Health Registry by January 15, 2019. Any staff member hired prior to July 1, 2018 and who is expected to perform the functions of a Qualified Staff member shall be listed as Qualified Staff in the Personnel form on iowagrants.gov. The Contractor shall upload a certificate issued by IEHA with the county's 2nd quarter claim. If the Contractor does not have expenses for the 2nd quarter, the Contractor shall file a \$0 claim and upload the certificate.
- G. Notify the DEPARTMENT within 10 business days of any change of information for the CONTRACTOR, which is relevant to the agreement including, but not limited to the following: project director, qualified staff, other personnel changes, or address. This notification shall be sent by email to Mindy Uhle at Melinda.uhle@idph.iowa.gov.
- H. Maintain, improve, and implement a Procedures Manual for the effective delivery of Grants to Counties program to include, but is not limited to, those areas outlined in 641 IAC-24.7 (8).
- I. Participate in IDPH-sponsored webinars and training events.
- J. Ensure that all contractor personnel, including Qualified Staff, are subscribed to the EH Listserv. To subscribe to the EH Local Listserv, follow the instructions on the Bureau of Environmental Health Services website: <http://idph.iowa.gov/ehs>. Provide a response to DEPARTMENT requests for additional documentation

during the contract period.

The Department agrees to:

- A. Reimburse the CONTRACTOR for expenses incurred as defined in 641 IAC-Chapter 24.
 1. Water well-related training, including registration, mileage, lodging, and meals.
 2. Supplies, advertising, and promotional purchases.
 3. Testing, plugging, and reconstructing private water wells.
 4. Plugging abandoned cisterns.

- B. Update the CONTRACTOR of any contract changes:
 1. Provide technical assistance related to www.iowagrants.gov.
 2. Provide contract and program-related updates via the EH Listserv.
 3. Update and distribute the FY19 Expenditure Guidance document as needed.

- C. Provide technical assistance and training during the contract period.

Article VII – Performance Measure

A. The CONTRACTOR shall enter all well activities including well tests, well plugging, and well rehabilitations that used Grants to Counties funds into the Private Well Tracking System (PWTS) prior to submission of a quarterly claim. If activities do not match entries into the PWTS, the DEPARTMENT will withhold funds claimed until all entries are completed.

B. The CONTRACTOR shall submit CEU hours to the Iowa Environmental Health Association (IEHA) Registry for all Qualified Staff in order to maintain eligibility as a Grants-to-Counties program for the subsequent year. If the Contractor has not uploaded the IEHA Registry for all qualified staff by February 15, 2019, the DEPARTMENT will withhold payment for the 2nd quarter and subsequent claims until the Contractor has fulfilled the CEU requirement.

Article VIII – Reports:

The Contractor shall complete and submit the following reports in the grant site located in IowaGrants. Additional details on submission requirements for allowable expense can be found in the 2019 Expenditure Guidance Document.

Document	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Subcontracts – Draft (Unsigned)	Submit for IDPH approval prior to execution.			
Due Date	10/30/18	2/15/19	4/30/19	7/30/19
Claim Voucher	X	X	X	X
Procedures Manual	X			
IEHA Registry Certificate		X		
Receipts/documentation for the following expenses claimed:				
<u>Infrastructure</u>	X	X	X	X
• Training				
• Supplies				
• Advertising/Promotional				

Receipts/documentation for the following expenses claimed:	As requested by the department
<u>Services</u> <ul style="list-style-type: none"> • Water Tests • Well/Cistern Plugging • Well Reconstruction 	

Article IX - Budget:

The total maximum budget is \$30,927 per county. Contractors which demonstrate under-utilization of funding may experience a mid-contract reallocation. The revised budget will be based on historical expenditures. Mid-year reallocations will allow for more effective and complete use of funding for private well services while at the same time direct funding to areas of Iowa that have demonstrated a need for additional funding.

Budget

Infrastructure

Item	Description	Maximum Budget
Training	Actual costs related to training event, including registration, miles, lodging and meals. Up to \$500 may be used for septic-related training.	\$1,000
Supplies	Actual cost	\$500
Promotional	Actual cost	\$1,000

Services

Item	Payable to Well Owner	Administrative Fee	Maximum Unit Cost
Well Testing	Actual cost of nitrate, bacteria, or arsenic analysis	\$60	Actual cost plus \$60
Well Plugging	Actual cost up to \$500	\$75	\$575
Cistern Plugging	Actual cost up to \$300	\$75	\$375
Well Reconstruction	Actual cost up to \$1000	33% of actual cost	\$1,330

The Contractor shall receive written approval from the Department prior to spending the final three (3) percent of all funds awarded. Written approval shall be requested by sending an email to Mindy Uhle, Melinda.uhle@idph.iowa.gov.

Article X - Payments:

1. Submission of Claims for contract period:

The Contractor shall complete and submit a claim following the completion of the corresponding deliverable. The claim shall be submitted in the grant site located in IowaGrants within 30 days of Department approval of the deliverable.

The Department shall verify the Contractor's performance of the provision of Services/Deliverables and timeliness of claims before making payment. The Department may elect not to pay claims that are considered untimely.

The Contractor shall submit quarterly claims that cover the entire contract period, from July 1, 2018 to June 30, 2019. If expenses are not incurred during a quarter the contractor must submit a claim for \$0, or combine the reporting period with a later quarter.

2. End of State Fiscal Year Claims Submission: Notwithstanding the timeframes above, and absent:

- i. longer timeframes established in federal law or
- ii. the express written consent of the Department, the Contractor shall submit all claims to the Department by August 10th for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

The Department will not automatically pay end of state fiscal year claims that are considered untimely. If the Contractor seeks payment for end of state fiscal year claim(s) submitted after August 10th, the Contractor may submit the late claim(s), as well as a justification for the untimely submission. The justification and request for payment must be submitted within the Correspondence component of this grant site. The Department may reimburse the claim if funding is available after the end of the fiscal year.

If funding is not available after the fiscal year, the claim may be submitted to State Appeal Board in accordance with instructions for consideration. Instructions for this process may be found at: http://www.dom.state.ia.us/appeals/general_claims.html.

3. The Department shall pay all approved invoices/claims in arrears. The Department may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.
4. The Department will **not** reimburse travel amounts in excess of limits established by Iowa Department of Administrative Services.
 - a. Instate maximum allowable amounts for food are \$8.00/breakfast, \$12.00/lunch and \$23.00/dinner; lodging maximum \$98.00 plus taxes per night and mileage maximum of \$0.39 per mile.
 - b. Out of state maximum allowable amounts for meals are available upon request. There is no restriction on airfare or lodging but the incurred expenditures are to be reasonable.
5. Money allocated to each item in the Infrastructure budget cannot be moved between items.

6. Money allocated in the Infrastructure budget can be transferred to the services budget.
7. No additional money can be transferred from the Services budget to the Infrastructure budget.
8. Final payment may be withheld until all contractually required reports have been received and accepted by the Department. At the end of the contract period, unobligated contract amount funds shall revert to the Department.
9. Warrants (payments) for services provided under this contract will be made payable to the Contractor and mailed to the Contractor at the Contractor Legal Address as listed on the contract face page.
 - a. If the Contractor authorizes payments under this contract to be mailed to an address other than the Contractor Legal Address, the Contractor shall provide that address to the Department in the Alternate Mailing Address portion of the Business Organization Form – Contact Information section of the grant site form found in IowaGrants.
 - b. This address will be inserted in the 'Warrant/payment mailing address (if different from legal address)' field on the contract face page.
10. All funding payable to the Contractor must be received by the County Treasurer Office [Iowa Code 331.552(1)] and credited to the general fund of the county [Iowa Code 331.427(1)]. If the Department is made aware the funding payable to the Contractor is deposited into an account other than County Treasury, all current and future contractual funds issued by the Department (regardless of contractual program) will be delivered to the Contractor only via Electronic Fund Transfer (EFT) or by mailing the warrant to the Contractor if the EFT option has not been activated by the Contractor.

Article XI – Additional Conditions:

1. As a condition of the contract, the Contractor shall assure linkage with the local board of health in each county where services are provided. The Contractor will assure that the local board of health has been actively engaged in planning for, and evaluation of, services. It will also maintain effective linkages with the local board of health, including timely and effective communications and ongoing collaboration.
2. An approved subcontractor shall not further subcontract any of the work or services related to this contract without written consent of IDPH.



Story County Sheriffs Department Licensing Agreement Attachment A

Pricing

Per Applicant License:
REACT Testing One Time Setup Fee \$
Applicants @ \$28 each \$750
(\$125 minimum order)

**cost may vary based on actual number tested*

Scoring will include standard and diagnostic scoring. Licensee will be responsible for all associated freight expenses. Minimum charges will be applied to each batch of answer sheets submitted.

Term of Agreement

The service agreement will begin and end on the following dates:

Start Date	End Date
09/29/2018	11/03/2018

All testing materials must be returned by the due date listed above. Materials MUST be returned using some form of registered, secure service that has a tracking number and requires a signature for delivery. Materials not returned by the specified due date will be subject to a \$25 late fee for every 15 days overdue. If overdue materials are not returned after 8 weeks past due, the test materials will be considered lost and are subject to a \$500 lost fee. Any lost test materials must have the incident documented on company letter head and will be subject to lost fees.

Per Applicant Test Licensing Agreement

1. Scope of Agreement

Ergometrics, Inc. ("Licensor") grants to the Licensee the right to use the Licensor's tests, outlined in Attachment A to this Agreement, incorporated herein by reference, and all associated materials (collectively, the "Test"), for the sole purpose of pre-employment and promotional testing. The Test may not be used for training purposes under any circumstances. The Licensee may not lease, rent, loan, transfer or administer this test to or for any other agency or entity without express written permission from the Licensor. The Test meets and/or exceeds all Equal Employment Opportunity Commission guidelines and professional standards. This agreement does not include local validation for the Licensee. The Licensor will provide national validation reports upon request. In the event of challenge, the Licensor will provide expert testimony at its regular consulting rates. The Licensor assumes no liability for the use or misapplication of this product.

2. Copyright

The Test is owned by the Licensor and protected by United States copyright laws and international treaty provisions. The Licensee is not authorized to copy any videos or DVD's. Printed materials may only be copied with express permission from the Licensor and may only be used for the purposes described in this Agreement or as otherwise approved by the Licensor.

3. Implementation

The Licensor will provide the Licensee general written or telephone instructions on the administration and use of the Test. The Licensor warrants that the video, audio, and printed materials are free from defects in material and workmanship. Licensor will assist Licensee with interpretation of score results and scoring methodology. The licensee was offered a transportability analysis as part of the implementation process. If the licensee chose not to conduct such an analysis, they hereby affirm they understand it is their responsibility to ensure the job is similar enough to the departments that participated in the criterion validation of the exam and/or have sufficient evidence of content validity.

4. Test Security

Licensee will maintain strict security of the Test in accordance with accepted security practices and those incorporated herein. Licensee shall be fully responsible for the secure storage and use of the Test and will establish and maintain strict test security procedures, including precautions preventing materials from being stolen, copied, or otherwise compromised.

- a. The Test must not be left unattended at any time, and when not in use, the Test must be kept in a secured and locked location. Trash containing confidential material will be disposed of securely.
- b. All persons having access to the Test must sign the Individual Statement of Understanding, found in the Administration Packet, and all signed copies kept on file with the Licensee for one year from the date of signature.
- c. Certification of Compliance with Confidentiality and Copyright, found in the Administration Packet, must be collected from each applicant before testing sessions begin, and all signed copies kept on file with the Licensee for one year from the date of signature.
- d. The Test maintained in electronic format must be kept on a non-networked, standalone computer.
- e. Cell phones and electronic devices are not allowed in the test administrations.
- f. No one, other than the official test monitor, should take notes or any other confidential materials from a testing room. In the event of loss or theft of the Test, or cheating, Licensor must be notified immediately.
- g. Any testing materials shipped must use a form of registered service with tracking number and signature for delivery.

h. Test content is confidential and copyrighted. Any conversations about Test content must only be conducted formally in conjunction with the Licensor.

5. Subcontracting the Test

The Test is licensed for use only by the Licensee. The Licensee must contact the Licensor to obtain permission if the Licensee wishes to subcontract test administration or other services that involve the outside handling of the Test. The Licensee will remain fully responsible for the security of materials that are handled in this manner.

6. Termination

This Agreement may be terminated in whole in the event that the Licensee or Licensor breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching party delivers written notice of such breach to the breaching Party. Upon termination, Licensor will be entitled to payment, determined on a pro rata basis for services performed or rendered, and all Test materials must be returned immediately to the Licensor once the Agreement has been terminated.

7. Events Upon License Expiration or Termination

Upon any termination or expiration of this Agreement for any reason, Licensee will cease use of all testing materials and return such materials within 15 days of expiration or termination of the Agreement. Late or lost Test materials will be subject to additional fees. Attachment A to this Agreement sets out additional provisions in respect of the parties' obligations upon termination.

8. Pricing

Pricing for this Agreement is specified in Attachment A, incorporated herein by reference.

9. No Waiver

The waiver or failure of either Party to exercise in any respect any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

10. Entirety of Agreement

The terms and conditions set forth herein constitute the entire Agreement between the Parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both Parties. Any previous Test Licensing agreements between Licensee and Licensor are null and void, replaced by this one.

11. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

12. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

13. Governing Law

This Agreement is governed by the laws of the State of Washington.

Test Licensing Agreement

This is a legal agreement between the Licensing Agency (Licensee) and Ergometrics and Applied Personnel Research, Inc. (Licensor) By accepting the Ergometrics test materials for use, you are agreeing to the terms of this agreement and that you have authority to enter into such an agreement on behalf of the Agency.

Licensee

Rick Sanders

Principal Signer

9/25/2018

Date

Signature

Story County Board of Supervisor, Chair

Title

Story County Sheriff's Office

Agency Name

1315 South B Avenue

Physical Address

Nevada

Iowa

50201

City

State

Zip

(515)382-6566

Telephone

EMail

Authorized Contacts

Please list, in addition to the Principal Signer, anyone who is authorized to receive materials, scores or discuss scores with Ergometrics. Licensee is responsible for updating Ergometrics of any changes to Authorized Contacts.

Micah Andersen

Authorized Contact

Assistant Jail Administrator

Title

(515)382-7532

Telephone

mandersen@storycountyiowa.gov

EMail

Constance Toresdahl

Authorized Contact

Office Manager

Title

(515)382-7458

Telephone

ctoresdahl@storycountyiowa.gov

Email



Return to:
Ergometrics &
Applied Personnel Research, Inc.
18720 33rd Avenue West
Lynnwood, WA 98037
FAX: 425-774-0829
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Client Services Representative

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Notes:

STORY COUNTY, IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NO. #19-33

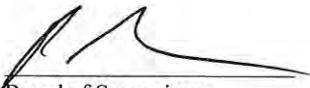
RESOLUTION TO FIX THE TERM OF EMPLOYMENT AND COMPENSATION FOR THE STORY COUNTY ENGINEER PURSUANT TO IOWA CODE SECTION 309.17 & 18.

BE IT RESOLVED by the Board of Supervisors of Story County, Iowa, that Darren Moon is hereby employed as the 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 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 County Engineers in comparable counties.

NOW, THEREFORE, BE IT RESOLVED that Darren Moon is hereby employed as the County Engineer for Story County, Iowa at a base yearly compensation rate of \$125,630.87 (\$4,831.96 bi-weekly) effective September 30, 2018 for FY19. The 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 25th day of September, 2018.


Board of Supervisors


Attest: Story County Auditor

Moved by: Olson _____
Seconded by: Chitty _____
Voting Aye: Olson, Chitty, Sanders _____
Voting Nay: None _____
Absent: None _____
Chairperson declared this Resolution: **ADOPTED AND APPROVED.**

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

Prepared by Leanne Harter, AICP, CFM, County Outreach and Special Projects Manager, 900 6th Street, Nevada, Iowa 50201 515-382-7247

**STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER 19-28**

**SETTING DATE AND TIME FOR PUBLIC HEARING FOR OCTOBER 9, 2018, FOR
CONSIDERATION OF RESOLUTION #19-29 EXPRESSING INTENT TO AUTHORIZE A TAX
INCREMENT REVENUE LOAN AGREEMENT FOR AND NOT TO EXCEED \$1,000,000.00**

WHEREAS, the Board of Supervisors (the "Board") of Story County, Iowa (the "County"), has established the Story County Urban Renewal Area (the "Urban Renewal Area") and has adopted an ordinance designating the Urban Renewal Area for tax increment financing purposes; and

WHEREAS, the Board proposes to enter into a loan agreement (the "Loan Agreement") in a principal amount not to exceed \$1,000,000 pursuant to the provisions of Sections 403.19 of the Code of Iowa for the purpose of paying the cost, to the extent, of projects located within the Urban Renewal Area; and

WHEREAS, it is necessary to fix a date of meeting of the Board at which it is proposed to take action to enter into the Loan Agreement and to give notice thereof as required by such law;

NOW THEREFORE BE IT RESOLVED by the Story County Board of Supervisors, Story County, Iowa, as follows:

Section 1. This Board shall meet on the 9TH day of October, 2018, at the Story County Administration Building, Nevada, Iowa, at 10:00 o'clock a.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Loan Agreement.

Section 2. The County Auditor is hereby directed to give notice of the proposed action on the Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once and not less than four nor more than twenty days before the meeting, in a legal newspaper of general circulation in the County.

The notice shall be in substantially the following form:

**NOTICE OF PUBLIC HEARING ON RESOLUTION #19-29 EXPRESSING INTENT TO
AUTHORIZE A TAX INCREMENT REVENUE LOAN AGREEMENT FOR AND NOT TO
EXCEED \$1,000,000.00**

The Board of Supervisors of Story County, Iowa, will meet on the 9TH day of October, 2018, at the Story County Administration Building, Nevada, Iowa, at 10:00 o'clock a.m., for the purpose of holding a public hearing on a tax increment revenue loan agreement (the "Loan Agreement") in a principal amount not to exceed \$1,000,000 for the purpose of paying the cost, to that extent, of projects located within the Story County Urban Renewal Area.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 403.19 of the Code of Iowa. The Loan Agreement will not constitute a general obligation of the County, but will be payable solely from incremental property taxes generated within the Story County Urban Renewal Area.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the Board may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the Board of Supervisors of Story County, Iowa.
County Auditor

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved October 2, 2018.


Board of Supervisors


Attest: Story County Auditor

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

Closure No. 19-14

Date 9/18/2018

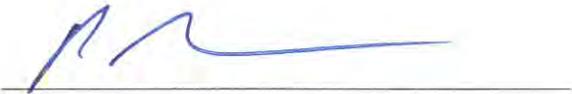
Resolution

BE IT RESOLVED

by the Board of Supervisors of Story County, Iowa, to approve the road closure(s) for the purpose of Bridge Replacement in Lincoln Twp. Sect. 5 on 690th Ave. from 100th St. to 110th St.

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

Closure No. 19-15

Date 9/18/2018

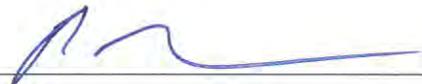
Resolution

BE IT RESOLVED

by the Board of Supervisors of Story County, Iowa, to approve the road closure(s) for the purpose of Bridge Replacement in Lincoln Twp. Sect. 10 on 113th St. from 710th Ave. to 720th Ave.

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 9-17-18

To the Board of Supervisors, Story County, Iowa:

The Consumers Energy Company, incorporated under the laws of Iowa, with its principal place of business at 2074 242nd 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 295th St, from The Existing Utility Pole to The Utility Encasement - underground a distance of 75 ft miles. (64620) & (64624) 295th St New House & Shop

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 9-17-18

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

Kevin Peterson 641-485-0702
by Phone no.

Recommended for Approval:

Date 9-17-18

Dan Moran 515-382-7355
County Engineer Phone no.

Approved:

Date 9-25-18

[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.

Story County Motorgrader Lease Options

9/5/18

Travis McDowell, Ziegler Cat

Option #1

5 Year Lease, 10 Machines @ \$312,886.00 each keeping snow wings and lift groups from current 2014 12M2's. Keeping current spares and trading the 10 2014 12M2's.

Total	\$3,128,860.00
Trade Equity	(\$308,400.00)
Down Payment	(\$650,000.00)
Per Year Cost Ea (payments in advance)	\$ 28,135.71
Purchase Option Ea	\$121,360.00

Option #2

5 Year Lease, 10 Machines @ \$312,886.00 each keeping snow wings and lift groups from current 2014 12M2's and 2012 12M2 and 2011 140M2. Buying out 2 2014 12M2's and trading 2012 12M2 and 2011 140M2.

Total	\$3,128,860.00
Trade Equity	(\$273,400.00)
Down Payment	(\$650,000.00)
Per Year Cost Ea (payments in advance)	\$ 28,917.40
Purchase Option EA	\$121,360.00

Option #3

5 Year Lease, 10 Machines @ \$341,136.00 each including new snow wings and lift groups. Keeping current spares and trading the 10 2014 12M2's.

Total	\$3,411,360.00
Trade Equity	(\$343,400.00)
Down Payment	(\$650,000.00)
Per Year Cost Ea (payments in advance)	\$ 33,260.42
Purchase Option EA	\$123,760.00

Option #4

5 Year Lease, 10 Machines @ \$341,136.00 each including new snow wings and lift groups. Keeping 2 2014 12M2's and trading 2012 12M2 and 2011 140M2.

Total	\$3,411,360.00
Trade Equity	(\$308,400.00)
Down Payment	(\$650,000.00)
Per Year Cost Ea (payments in advance)	\$ 34,042.17
Purchase Option EA	\$123,760.00

STORY COUNTY MOTOR GRADER TRADES w/ Snow Equipment Traded

	08/20/18	Buyout	Equity
Cat 12M2 s/n F9B00157	\$158,500	\$124,160	\$34,340
Cat 12M2 s/n F9B00157	\$158,500	\$124,160	\$34,340
Cat 12M2 s/n R9P00141	\$158,500	\$124,160	\$34,340
Cat 12M2 s/n R9P00140	\$158,500	\$124,160	\$34,340
Cat 12M2 s/n R9P00164	\$158,500	\$124,160	\$34,340
Cat 12M2 s/n F9B00190	\$158,500	\$124,160	\$34,340
Cat 12M2 s/n F9B00197	\$158,500	\$124,160	\$34,340
Cat 12M2 s/n R9P00158	\$158,500	\$124,160	\$34,340
Cat 12M2 s/n R9P00157	\$158,500	\$124,160	\$34,340
Cat 12M2 s/n R9P00156	\$158,500	\$124,160	\$34,340
Cat 12M2 s/n F9B00114	\$140,000	\$N/A	\$140,000
Cat 140M2 s/n M9J00228	\$135,000	\$N/A	\$135,000

SPARES

Total

\$618,400 Equity

STORY COUNTY MOTOR GRADER TRADES

Without Snow Equipment Traded

	08/20/18	Buyout	Equity
Cat 12M2 s/n F9B00157	\$155,000	\$124,160	\$30,840
Cat 12M2 s/n F9B00157	\$155,000	\$124,160	\$30,840
Cat 12M2 s/n R9P00141	\$155,000	\$124,160	\$30,840
Cat 12M2 s/n R9P00140	\$155,000	\$124,160	\$30,840
Cat 12M2 s/n R9P00164	\$155,000	\$124,160	\$30,840
Cat 12M2 s/n F9B00190	\$155,000	\$124,160	\$30,840
Cat 12M2 s/n F9B00197	\$155,000	\$124,160	\$30,840
Cat 12M2 s/n R9P00158	\$155,000	\$124,160	\$30,840
Cat 12M2 s/n R9P00157	\$155,000	\$124,160	\$30,840
Cat 12M2 s/n R9P00156	\$155,000	\$124,160	\$30,840
Cat 12M2 s/n F9B00114	\$136,500	\$N/A	\$136,500
Cat 140M2 s/n M9J00228	\$131,500	\$N/A	\$135,000
Total			\$579,900 Equity