

The Board of Supervisors met on 5/28/19 at 10:00 a.m. in the Story County Administration Building. Members present: Linda Murken and Rick Sanders, with Murken presiding. Lauris Olson absent. (all audio of meetings available at storycountyia.gov) Murken thanked Sanders for his leadership, vision, and communications skills.

ORGANIZATION OF THE BOARD: Murken asked to address the election of a vice-chair at a later date. Sanders concurred.

RECOGNITION BY LOCAL LAW ENFORCEMENT OF THE NINE YEARS OF PUBLIC SAFETY SUPPORT BY SUPERVISOR SANDERS – Story County Attorney Jessica Reynolds, reported on Sanders's commitment to law enforcement agencies over nine years. She introduced representatives from the City of Nevada Police Department, City of Ames Police Department, City of Huxley Police Department, Iowa State University Public Safety, and Sheriff Fitzgerald and Captain Lennie from Story County. Reynolds, Fitzgerald, and Geoff Huff, Ames PD, told anecdotes and thanked Sanders.

HEART OF IOWA REGIONAL TRANSIT AGENCY (HIRTA) ANNUAL REPORT – Julia Castillo, Executive Director, reported on statistics and costs. Brooke Ramsey, Business Development Manager, reported on shuttle service. Castillo reported on economic development and technological advances.

MINUTES: 5/21/19 Minutes – Sanders moved, Murken seconded the approval of Minutes as presented. Motion carried unanimously (MCU) on a roll call vote.

PERSONNEL ACTIONS: 1) new hire, effective 5/29/19, in Attorney's Office for Samantha Betz \$18.21/hr; Megan Moore @ \$10.00/hr; 2) pay adjustment in a) Attorney's Office, effective 6/9/19, for Casandra Eames @ \$20.31/hr; b) Secondary Roads for Dennis Clatt @ \$30.02/hr; Paul Ogden @ \$30.09/hr; c) Sheriff's Office for Andrew Boeckman @ \$2,529.60/bw; Diane Hobart @ \$2,311.20/bw; Kimberly Nicholas @ \$1,914.40/bw; d) Treasurer for Ardy Baldwin @ \$35.20/bw; Shelly Campbell @ \$17.39/hr. Sanders moved, Murken seconded the approval of Personnel Actions as presented. Roll call vote. (MCU)

CLAIMS: 5/30/19 Claims of \$2,330,781.87 (run date 5/24/19, 27 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from Central Iowa Drug Task Force (\$524.32), Holding-Seized Funds (\$1,354.00), BooSt School Ready Services (\$749.00), Emergency Management (\$397.12), E911 surcharge (\$7,446.49), County Assessor (\$4,495.63), Ames City Assessor (\$6,236.67). Sanders moved, Murken seconded the approval of Claims as presented. Roll call vote. (MCU)

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

1. Change appointment of Supervisors as representatives for calendar year 2019 for the following: Central Iowa Region 11 Workforce Development CEO Board – Lauris Olson; Conservation Board (ex-officio) – Linda Murken; Emergency Management Commission – Linda Murken, Lauris Olson, alternate; StoryComm Board of Directors - Linda Murken
2. License Agreement between Solutions, Inc. and Story County for CSN Interface (all fees paid by Central Iowa Community Services (CICS))
3. Iowa Communities Assurance Pool (ICAP) proxy form change to Linda Murken
4. Resolution #19-118, to abate taxes against said mobile homes due to court order, 1201 1st Street, Story City
5. Resolution #19-119, to abate taxes against said mobile homes due to court order, unincorporated area
6. Resolution #19-120, to abate taxes against said mobile homes due to court order, Crestview Mobile Home Park
7. Mobile Imaging Services Agreement between BioTech X-Ray, Inc. and Story County for the Story County Jail, effective 5/28/19
8. Mobile Imaging Services Agreement between BTX Iowa, Inc., doing business as BioTech X-Ray, Inc., and Story County for the Story County Jail (federal), effective 5/28/19
9. Prairie Vineyards Zoning Permit and Site Development Plan
10. Certificate of Substantial Completion for the Tedesco Environmental Learning Corridor (TELC) BP #2 trail paving and park amenities
11. Utility Permits: #19-56; 19-57
12. Renewal and support fees between Story County and CDW Government for CrowdStrike Anti-Virus, effective 7/26/19-7/25/20, for \$12,213.86

Roll call vote. (MCU)

RESOLUTION #19-113, FY19 BUDGET AMENDMENT – Lisa Markley, Assistant Auditor, reported on the amendment process, and provided an update on projected ending fund balances. Murken opened the public hearing at 10:22 a.m., and, hearing none, she closed the public hearing at 10:22 a.m. Sanders moved, Murken seconded the approval of Resolution #19-113, FY19 Budget Amendment. Roll call vote. (MCU)

FY20 PROVIDER AND PROGRAM PARTICIPATION AGREEMENT WITH YOUTH AND SHELTER SERVICES (YSS), EFFECTIVE 7/1/19-6/30/20 – Deb Schildroth, External Operations and County Services Director, reported on background information and services covered in the FY20 contract. She addressed concerns raised by Olson at the meeting on 5/21/19 regarding duplication of services. A needs assessment will be undertaken for Story County. Sanders moved, Murken seconded the approval of FY20 Provider and Program Participation Agreement with YSS, effective 7/1/19-6/30/20. Roll call vote. (MCU)

RESOLUTION #19-112, ESTABLISHING CENTRAL IOWA COMMUNITY SERVICES (CICS) FUND – Lisa Markley, Assistant Auditor, reported the creation of the fund is necessary for the Auditor to act as fiscal agent for CICS. The Board approves any new fund. Sanders moved, Murken seconded the approval of Resolution #19-112, Establishing the CICS Fund. Roll call vote. (MCU)

RESOLUTION #19-114, FY19 APPROPRIATION AMENDMENT – Lisa Markley, Assistant Auditor, reported a budget amendment requires a subsequent appropriation amendment. Sanders moved, Murken seconded the approval of Resolution #19-114, FY19 Appropriation Amendment. Roll call vote. (MCU)

HEART OF IOWA REGIONAL TRANSIT AGENCY (HIRTA)'S REQUEST OF \$97,725.00 IN MATCHING FUNDS TO REPLACE SEVEN TRANSIT VEHICLES IN STORY COUNTY – Brooke Ramsey, Business Development Manager, HIRTA, reported on receiving a grant for seven replacement vehicles in the Story County fleet and requested the County provided matching funds of 15%. Sanders asked HIRTA to broaden its funding sources. He recommended funding the request in FY20. Ramsey reported on obtaining funding from other sources. Lisa Markley, Assistant

Auditor, reported on FY20 estimated fund balances; she will add the request to the FY20 budget amendment. Sanders moved, Murken seconded the approval of HIRTA's request of \$97,725.00 in matching funds to replace seven transit vehicles in Story County in FY20; subsequent requests will have matching funds from additional sources. Roll call vote. (MCU)

REVISIONS TO THE ANALYSIS OF SOCIAL SERVICES EVALUATION TEAM (ASSET) POLICIES AND PROCEDURES – Deb Schildroth, External Operations and County Services Director, highlighted item changes, the role of Central Iowa Community Services (CICS), the application process, wording changes, and general technical edits. Sanders moved, Murken seconded the approval of Revisions to the ASSET Policies and Procedures. Roll call vote. (MCU)

ASSET PROCESS REVIEW – Deb Schildroth, External Operations and County Services Director, reported on the joint funders meetings and process review, including setting priorities, funding limitations, managing requests, common data sets, needs assessment, needed services, and measuring outcomes. ASSET requests additional direction and alternatives. Sanders stated he agrees with stated points. Murken concurs, very pleased with progress, and directed ASSET to continue in its current direction.

SIGNING A LETTER OF SUPPORT FOR THE IOWA PRE/POST-ARREST DIVERSION APPLICATION TO THE FEDERAL COMPREHENSIVE OPIOID ABUSE PROGRAM – Jessica Reynolds, Story County Attorney, reported on the grant application, and requested support for the application and commitment to a once-a-month advisory board meeting. Sanders moved, Murken seconded the approval of Signing a Letter of Support for the Iowa Pre/Post-Arrest Diversion Application to the Federal Comprehensive Opioid Abuse Program. Roll call vote. (MCU)

RESOLUTION #19-117, R. FRIEDRICH AND SONS INC AND FRIEDRICH LAND DEVELOPMENT COMPANY, VOLUNTARY ANNEXATION REQUEST – Jerry Moore, Planning and Development Director, reported on a voluntary annexation request. He provided information property location, ownership, and size. The land lies within the Ames Urban Fringe Plan (AUFPP) so he provided process and requirements. Sanders asked about a traffic study. Moore stated it has been completed and submitted. Kurt Friedrich, Owner, provided additional information about concerns for the intersection of George Washington Carver and Cameron School Road. Jamie Weydert, Ames, reported on traffic concerns; he requested a posted speed limit of 25 miles per hour and no widening of the road. Murken stated safety and speed concerns for the roads and the intersection. Sanders agreed and stated development has changed traffic patterns. Sanders moved, Murken seconded the approval of Resolution #19-117, R. Friedrich and Sons Inc. and Friedrich Land Development Company Voluntary Annexation Request. Roll call vote. (MCU)

CONTRACT WITH THE CITY OF AMES FOR THE HEALTHY LIFE CENTER (HLC) CONSTRUCTION COSTS FOR \$2,000,000.00 OVER THREE YEARS AFTER THE CITY ENTERS INTO A CONTRACT TO PROCEED, AND ANNUAL OPERATING EXPENSES OF \$100,000.00 PLUS 3%, EFFECTIVE 30 DAYS FOLLOWING THE OPENING OF THE FACILITY – Deb Schildroth, External Operations and County Services Director, highlighted items in the contract, and provided an overview of previous action taken by the Board. The agreement is terminated if the HLC is not constructed. The contract is either renegotiated or terminated after 25 years. Jessica Reynolds, Story County Attorney, reported on reviewing of the contract; she requested approval. Sanders moved, Murken seconded the approval of Contract with the City of Ames for the HLC Construction Costs for \$2,000,000.00 over three years after the City enters into a contract to proceed, and annual operating expenses of \$100,000.00 plus 3%, effective 30 days following the opening of the facility. Roll call vote. (MCU) Sanders suggested the Board consider funding the contract via tax increment financing (TIF) as it is economic development.

CONSERVATION QUARTERLY REPORT – Mike Cox, Conservation Director, thanked Sanders for his leadership. Cox reported on Tedesco Environmental Learning Corridor (TELC), Heart of Iowa Nature Trail (HOINT) paving project, Praeri Rail Trail project delay, Hickory Grove beach house, Hickory Grove lake renovation, Dakins Lake cabin design, water quality assessment implementation, educational programs, and camping.

FUNDING REQUESTS RECEIVED FROM CITIES OF NEVADA AND STORY CITY – Murken stated the Board received requests from both Nevada and Story City to provide local match funding for Revitalize Iowa's Sound Economy (RISE) grants. The Iowa Department of Transportation's RISE program promotes economic development through the construction and improvement of roads and streets. Matt Mardesen, City Administrator of Nevada, reported on funding sources and community needs. Mark Jackson, City Manager of Story City, provided additional detail. Discussion took place about available funding and process.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: Murken reported on the watershed assessment report. Sanders stated he has been honored and privileged for the last nine years; he thanked the staff and citizens of Story County. Sanders moved, Murken seconded to adjourn at 11:46 a.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Agenda
5/28/19

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. ORGANIZATION OF THE BOARD:
 1. Election of Vice-Chair

Department Submitting BOS

5. Recognition By Local Law Enforcement Of The 9 Years Of Public Safety Support By Supervisor Sanders - Story County Attorney, Nevada PD, Ames PD, Huxley PD, Story County Sheriff, ISU PD

Department Submitting Story County Attorney

6. AGENCY REPORTS:
 - I. HIRTA Annual Report - Julia Castillo, Executive Director

Department Submitting Auditor

7. CONSIDERATION OF MINUTES:
 - I. 5/21/19 Minutes

Department Submitting Auditor

8. CONSIDERATION OF PERSONNEL ACTIONS:
 - I. Action Forms
 - 1) new hire, effective 5/29/19, in Attorney's Office for Samantha Betz \$18.21/hr; Megan Moore @ \$10.00/hr; 2) pay adjustment in a) Attorney's Office, effective 6/9/19, for Casandra Eames @ \$20.31/hr; b) Secondary Roads for Dennis Clatt @ \$30.02/hr; Paul Ogden @ \$30.09/hr; c) Sheriff's Office for Andrew Boeckman @ \$2,529.60/bw; Diane Hobart @ \$2,311.20/bw; Kimberly Nicholas @ \$1,914.40/bw; d) Treasurer for Ardy Baldwin @ \$35.20/bw; Shelly Campbell @ \$17.39/hr

Department Submitting Auditor

9. CONSIDERATION OF CLAIMS:
 - I. 5/30/19 Claims

Department Submitting Auditor

Documents:

10. 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 To Change Appointment Of Supervisors As Representatives For Calendar Year 2019 For The Following:

Central Iowa Region 11 Workforce Development CEO Board – Lauris Olson
Conservation Board (ex-officio) – Linda Murken
Emergency Management Commission – Linda Murken; Lauris Olson, alternate
StoryComm Board of Directors - Linda Murken

Department Submitting BOS

II. Consideration Of License Agreement Between Solutions, Inc. And Story County For CSN Interface (All Fees Paid By Central Iowa Community Services (CICS))

Department Submitting Auditor

Documents:

CSN MODULE SOLUTIONS.PDF

III. Consideration Of Iowa Communities Assurance Pool (ICAP) Proxy Form Change To Linda Murken

Department Submitting Board of Supervisors

Documents:

PROXY.PDF

IV. Consideration Of Resolution #19-118, To Abate Taxes Against Said Mobile Homes Due To Court Order

Department Submitting Treasurers Office

Documents:

19 118.PDF

V. Consideration Of Resolution #19-119, To Abate Taxes Against Said Mobile Homes Due To Court Order

Department Submitting Treasurers Office

Documents:

19 119.PDF

VI. Consideration Of Resolution #19-120, To Abate Taxes Against Said Mobile Homes Due

To Court Order Crestview

Department Submitting Treasurers Office

Documents:

19 120.PDF
19 120 ATTACHMENT.PDF

VII. Consideration Of Mobile Imaging Services Agreement Between BioTech X-Ray, Inc And Story County (Story County Jail Federal) Effective 5/28/2019

Department Submitting Sheriff

VIII. Consideration Of Mobile Imaging Services Agreement Between BTX Iowa Inc DbA BioTech X-Ray, Inc And Story County (Story County Jail) Effective 5/28/2019

Department Submitting Sheriff

IX. Consideration Of Prairie Vineyards Zoning Permit And Site Development Plan

Department Submitting Planning and Development

Documents:

MEMO.PDF
SITE PLAN.PDF

X. Consideration Of The Certificate Of Substantial Completion Of The Tedesco Environmental Learning Corridor (TELC) BP #2 Trail Paving And Park Amenities

Department Submitting Conservation

Documents:

TELC BP2.PDF

XI. Consideration Of Utility Permit(S): #19-056, 19-057

Department Submitting Engineer

Documents:

UT 19 056.PDF
UT 19 057.PDF

XII. Consideration Of Renewal And Support Fees Between Story County And CDW Government For CrowdStrike Anti-Virus Effective 7/26/2019 - 7/25/2020 For \$12,213.86

Department Submitting Information Technology

Documents:

CDW CROWDSTRIKE RENEWAL.PDF

11. PUBLIC HEARING ITEMS:

I. Consideration Of Resolution #19-113, FY19 Budget Amendment - Lisa Markley

Department Submitting Auditor

Documents:

RES 19113 BUDGET AMEND.PDF

12. ADDITIONAL ITEMS:

I. Consideration Of FY20 Provider And Program Participation Agreement With Youth And Shelter Services Effective 7/1/19 - 6/30/20

Youth And Shelter Services - Child Safety (Not to Exceed \$2,365) \$95.77/1 Staff Hr; Kids Club (Not to Exceed \$62,976) \$13.63/1 Partial Day (3 hrs); Mentoring (Not to Exceed \$35,529) \$45.74/1 Client Contact/Day; Stork's Nest (Not to Exceed \$350) \$53.82/1 Client Contact; Transitional Living (Not to Exceed \$3,720) \$24.86/1 Client Contact; Youth Dev/Soc. Adj. Comm. Youth Dev. Nevada (Not to Exceed \$29,396) \$22.22/1 Client Contact/Day; Employment Assistance (Not to Exceed \$5,402) \$38.86/1 Staff Hr; Family Dev./Edu FaDSS (Not to Exceed \$2,440) \$32.92/1 Client Hr; Public Educ./Awareness (Not to Exceed \$97,665) \$68.57/1 Staff Hr; Summer Enrichment (Not to Exceed \$16,777) \$17.36/1 Partial Day (3 hrs); Emergency Shelter-Rosedale (Not to Exceed \$85,000) \$466.25/1 24 Hr Period; Substance Abuse Out Pt. Treatment (Not to Exceed \$10,467) \$251.29/1 Client Hr; Primary Treatment Out Pt. (Not to Exceed \$79,595) \$190.19/1 Client Hr; Kids Club - Local Option (Not to Exceed 3,850) \$13.63/1 Partial Day (3 hours); Child Safety - Local Option (Not to Exceed \$2,200) \$95.77/1 Staff Hr; Summer Enrichment - Local Option (Not to Exceed \$800) \$17.36/1 Partial Day (3 hrs); Storks Nest - Local Option (Not to Exceed \$100) \$53.82/1 Client Contact

Department Submitting Board of Supervisors

Documents:

AGREEMENT YSS.PDF
YSS TIMELINE.PDF

II. Consideration Of Resolution #19-112, Establishing Central Iowa Community Services Fund - Lisa Markley

Department Submitting Auditor

Documents:

RES 19112 CICS.PDF

III. Consideration Of Resolutuion #19-114, FY19 Appropriation Amendment - Lisa Markley

Department Submitting Auditor

Documents:

RES 19114 APPROPRIATION AMEND.PDF

- IV. Discussion And Consideration Of HIRTA's Request For Match Funds For \$97,725 To Replace 7 Transit Vehicles In Story County - Brooke Ramsey And Deb Schildroth

Department Submitting Board of Supervisors

Documents:

REQUESTFORMATCHFUNDS.PDF

- V. Discussion And Consideration Of Revisions To The ASSET Policies And Procedures - Deb Schildroth

Additional Item

Department Submitting Board of Supervisors

Documents:

POLICIESANDPROCEDURESREVISIONS2019.PDF

- VI. Discussion And Direction Of ASSET Process Review - Deb Schildroth

Department Submitting Board of Supervisors

Documents:

JOINTFUNDERSMEMO.PDF

- VII. Discussion And Consideration Of Signing A Letter Of Support For The Iowa Pre/Post-Arrest Diversion Application To The Federal Comprehensive Opioid Abuse Program - Jessica A. Reynolds

Department Submitting Story County Attorney

- VIII. Discussion And Consideration Of Resolution #19-117, R. Friedrich And Sons Inc And Friedrich Land Development Company, Voluntary Annexation Request - Jerry Moore

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF

FRIEDRICHANNEXATIONRESOLUTION.PDF

PLAT AND OTHER DOCUMENTS.PDF

- IX. Discussion And Consideration Of Contract With The City Of Ames For The Healthy Life Center Construction Costs For \$2,000,000 Over Three Years After The City Enters Into A Contract To Proceed And Annual Operating Expenses For \$100,000 Plus 3% Effective 30 Days Following The Opening Of The Facility - Ethan Anderson And Deb Schildroth

Department Submitting Board Of Supervisors

Documents:

HLC AGREEMENT.PDF

13. DEPARTMENTAL REPORTS:

- I. Conservation Quarterly Report - Mike Cox

Department Submitting Auditor

14. OTHER REPORTS:

- I. Funding Requests Received From Cities Of Nevada And Story City

Department Submitting Board of Supervisors

Documents:

FUNDING REQUESTS.PDF

15. UPCOMING AGENDA ITEMS:

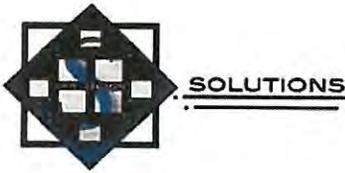
16. PUBLIC FORUM #2:

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.

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

18. 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.



"Solutions" Computer Program End User License Agreement

(Non Exclusive; Object Code Only) between
"Solutions", Inc. (Vendor)

and Story County (Customer)

VENDOR'S PROGRAM IS COPYRIGHTED AND LICENSED (NOT SOLD). VENDOR DOES NOT SELL OR TRANSFER TITLE TO THE LICENSED PROGRAM TO YOU. YOUR LICENSE OF THE LICENSED PROGRAM WILL NOT COMMENCE UNTIL YOU HAVE EXECUTED THIS AGREEMENT AND AN AUTHORIZED REPRESENTATIVE OF VENDOR HAS RECEIVED, APPROVED, AND EXECUTED A COPY OF IT AS EXECUTED BY YOU.

1. License. In consideration of the payment of the license fees set forth herein, Vendor grants you a nonexclusive license to use the package of computer programs and data in machine-readable form and related materials, including documentation and listings, identified in Exhibit A and optionally in Exhibit A, which together constitute the "Licensed Program," subject to the following terms and conditions.

2. Scope of Rights. You may:

- 2.1. Install the Licensed Program in your own facility at the location specified in Exhibit A;
- 2.2. Use and execute the Licensed Program on the computer specified by type/model and serial (or plant number) in Exhibit A for purposes of serving the internal needs of your business;
- 2.3. In support of your authorized use of the Licensed Program, store the Licensed Program's machine-readable instructions or data in, transmit it through, and display it on machines associated with the specified computer; and
- 2.4. Make one copy of the Program in machine-readable, object code form, for nonproductive backup purposes only, provided that Vendor's proprietary legend is included.

3. Fees and Payments. The license fee for the Licensed Program is specified in Exhibit A. You must pay this amount directly to Vendor upon execution of this Agreement and prior to delivery of the Licensed Program.

You are solely responsible for payment of any taxes (including sales or use taxes, intangible taxes, and property taxes) resulting from your acceptance of this license and your possession and use of the Licensed Program, exclusive of taxes based on Vendor's income. Vendor reserves the rights to have you pay any such taxes as they fall due to Vendor for remittance to the appropriate authority. You agree to hold harmless Vendor from all claims and liability arising from your failure to report or pay such taxes.

Vendor reserves the right to change its support and maintenance fees on 30 days advance notice (to apply on a prospective basis only).

All fees are payable at the beginning of each month or upon invoice.

4. Support. Vendor shall support the Licensed Program in the manner specified in the Vendor's Licensed Code Support Agreement. However, Vendor offers support only for the most current version of the Licensed Program issued by Vendor from time to time, so you must make sure to obtain and substitute or incorporate all new releases or fixes issued by Vendor pursuant to its warranty and support programs.

5. Your Responsibilities. You are responsible for selecting an operator who is qualified to operate the Licensed Program on your own equipment and is familiar with the information, calculations, and reports that serve as input and output of the Licensed Program. Vendor reserves the right to refuse assistance or to charge additional fees if an operator seeks assistance with respect to such basic background information or any other matters not directly relating to the operation of the Licensed Program.

The Licensed Program is designed for use with the peripheral equipment and accessories specified in Exhibit A. Except as agreed otherwise in writing, Vendor assumes no responsibility under this Agreement for obtaining or providing such equipment. You are also responsible for ensuring a proper environment and proper utilities for the computer system on which the Licensed Program will operate, including an uninterrupted power supply.

Except as agreed otherwise in writing, Vendor assumes no responsibility under this Agreement for converting your data files for use with the Licensed Program (unless further specified in Exhibit A).

6. Proprietary Protection and Restrictions. Vendor shall have sole and exclusive ownership of all right, title, and interest in and to the Licensed Program and all modifications and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), subject only to the rights and privileges expressly granted to you herein by Vendor. This Agreement does not provide you with title or ownership of the Licensed Program, but only a right of limited use. You must keep the Licensed Program free and clear of all claims, liens, and encumbrances.

Vendor claims and reserves to itself all rights and benefits afforded under US copyright law and all international copyright conventions in all Licensed Programs and Documentation as restricted, unpublished works.



You may not use, copy, modify, or distribute the Licensed Program (electronically or otherwise), or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Vendor. You may not reverse assemble, reverse compile, or otherwise translate the Licensed Program. Your rights may not be transferred, leased, assigned, or sublicensed except for a transfer of the Licensed Program in its entirety to (1) a successor in interest of your entire business who assumes the obligations of this Agreement or (2) any other party who is reasonably acceptable to Vendor, enters into a substitute version of this Agreement, and pays an administrative fee intended to cover attendant costs. No service bureau work, multiple-user license, or time-sharing arrangement is permitted, except as expressly authorized by Vendor. You may not install the Licensed Program in any other computer system or use it at any other location without Vendor's express authorization obtained in advance (which will not be unreasonably withheld); provided that you may transfer the Licensed Program to another computer temporarily if the computer specified in Exhibit A is inoperable. If you use, copy, or modify the Licensed Program or if you transfer possession of any copy, adaptation, transcription, or merged portion of the Licensed Program to any other party in any way not expressly authorized by Vendor, your license is automatically terminated.

Customer acknowledges and agrees that the Licensed Programs and Documentation are furnished to Customer for the sole use of Customer during the term of this Agreement. Customer shall use the Licensed Programs and Documentation only for its own internal business purposes and shall not, without the prior written approval of Vendor, either allow any third party to use the Licensed Programs and Documentation or itself use the Licensed Programs and Documentation for the benefit of any third party.

Customer acknowledges that Vendor holds all right, title, and interest in and to all tangible and intangible incidents of the Licensed Programs and Documentation, including all Trade Secrets and Copyrights pertaining thereto, and that this Agreement conveys to Customer only a limited right of use, fully revocable in accordance with the provisions of this Agreement. Customer agrees that, except for such right of use, it shall not assert any right, title, or interest in or to the Licensed Programs or Documentation.

Customer acknowledges that the Licensed Programs and Documentation constitute commercially valuable, proprietary, confidential products of Vendor, the design and development of which reflect a considerable effort on the part of skilled development professionals and the investment of considerable time and money. Customer further acknowledges that the Licensed Programs and Documentation contain substantial Trade Secrets of Vendor, which have been entrusted to Customer for use only as expressly authorized under this Agreement. As used herein, Trade Secrets entail any scientific or technical information, design, process, procedure, formula, or improvement that is commercially valuable and secret (in the sense that its confidentiality affords Vendor a competitive advantage over its competitors). Trade Secrets include (without limitation) the source code, system design and specifications, programming sequences, algorithms, flow charts, and formats pertaining to the Licensed Programs. Trade Secrets do not include, however, any data or information that is generally known to the public, that has been or is disclosed to Customer as a matter of right and without restriction by a third party who has lawfully obtained such data or information, that is independently developed by Customer without reliance in any way on the Licensed Programs or Documentation, or that is approved for unrestricted publication by Vendor at any time. If required by order of any government authority, Customer may disclose to such authority data, information, or materials pertaining to or involving the Licensed provided that Customer shall first have used its best efforts to obtain Programs and Documentation to the extent required by such order, a protective order reasonably satisfactory to Vendor sufficient to maintain the confidentiality of such data, information, or materials.

Customer shall devote its best efforts, consistent with the practices and procedures under which it protects its own most valuable proprietary information and materials, to protect the Licensed Programs and Documentation against any unauthorized or unlawful use, disclosure, dissemination, or copying.

Customer shall not, at any time, disclose or disseminate the Licensed Programs or Documentation (including any extract, copy, adaptation, or transcription thereof), or the Trade Secrets embodied therein, whether in whole or in part, to any employee, consultant, contractor, or other person who (1) does not have a need to know and to obtain access thereto in order to give effect to the rights granted to Customer under this Agreement or (2) is not legally bound to maintain the proprietary and confidential nature of such materials and to limit use and copying thereof and access thereto as required by the terms of this Agreement. Customer shall take appropriate action, by instruction, agreement, and otherwise, with any persons authorized to have access to the Licensed Programs and Documentation, so as to enable Customer to fulfill the foregoing obligations. Under no circumstances may Customer give any known competitor of Vendor direct access to the Licensed Programs and Documentation without the prior written consent of Vendor.)

Customer shall reproduce and include in all copies of the Licensed Programs and Documentation all proprietary notices or legends of Vendor (including, without limitation, all such notices or legends referring to Vendor's reservation or assertion of rights under US copyright laws and international copyright conventions) as they now appear or as Vendor may in the future furnish to Customer on the Licensed Programs and Documentation and on the media and packaging containing the Licensed Programs and Documentation.

Customer shall maintain a complete, current, and accurate record of the number and location of all copies of the Licensed Programs and Documentation (including all extracts, adaptations, or transcriptions thereof).

Customer's obligations shall survive and remain in effect for so long as Vendor is entitled to protection of its rights in the Licensed Programs and Documentation under applicable law.

You hereby authorize Vendor to enter your premises in order to inspect the Licensed Program in any reasonable manner during regular business hours to verify your compliance with the terms hereof.

You acknowledge that, in the event of your breach of any of the foregoing provisions, Vendor will not have an adequate remedy in money or damages. Vendor shall therefore be entitled to obtain an injunction against such breach from any court of competent jurisdiction immediately upon request. Vendor's right to obtain injunctive relief shall not limit its right to seek further remedies.

If a third party claims that the Licensed Program infringes its patent, copyright, or trade secret, or any similar intellectual property right, Vendor will defend you against that claim at Vendor's expense and pay all damages that a court finally awards, provided that you promptly notify Vendor in writing of the claim, and allow Vendor to control, and cooperate with Vendor in, the defense or any related settlement negotiations. If such a claim is made or appears possible, you agree to permit Vendor to enable you to continue to use the Licensed Programs, or to modify or replace them. If Vendor determines that none of these alternatives is reasonably available, you agree to return the Licensed Program on Vendor's written request, and you will then receive a credit equal to your net book value for the Licensed Program determined in accordance with generally accepted accounting principles.



However, Vendor has no obligation for any claim based on your modification of the Licensed Program or its combination, operation, or use with any product, data, or apparatus not specified or provided by Vendor, provided that such claim solely and necessarily is based on such combination, operation, or use and such claim would be avoided by combination, operation, or use with products, data, or apparatus specified or provided by Vendor. THIS PARAGRAPH STATES VENDOR'S ENTIRE OBLIGATION TO YOU WITH RESPECT TO ANY CLAIM OF INFRINGEMENT.

7. Limited Warranty and Limitation of Liability. Vendor warrants, for your benefit alone, that the Licensed Program conforms in all material respects to the specifications for the current version of the Licensed Program set forth at Exhibit A. This warranty is expressly conditioned on your observance of the operating, security, and data-control procedures set forth in the User's documentation included with the Licensed Program.

Vendor is not responsible for obsolescence of the Licensed Program that may result from changes in your requirements. The foregoing warranty shall apply only to the most current version of the Licensed Program issued by Vendor from time to time. Vendor assumes no responsibility for the use of superseded, outdated, or uncorrected versions of the Licensed Program.

As your exclusive remedy for any material defect in the Licensed Program for which Vendor is responsible, Vendor shall attempt through reasonable effort to correct or cure any reproducible defect by issuing corrected instructions, a restriction, or a bypass. In the event Vendor does not correct or cure such nonconformity or defect after it has had a reasonable opportunity to do so, your exclusive remedy shall be the refund of the amount paid as the license fee for the defective or nonconforming module of the Licensed Program. Vendor shall not be obligated to correct, cure, or otherwise remedy any nonconformity or defect in the Licensed Program if you have made any changes whatsoever to the Licensed Program, if the Licensed Program has been misused or damaged in any respect, or if you have not reported to Vendor the existence and nature of such nonconformity or defect promptly upon discovery thereof.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, VENDOR DISCLAIMS ANY AND ALL PROMISES, REPRESENTATIONS, AND WARRANTIES WITH RESPECT TO THE LICENSED PROGRAM, INCLUDING ITS CONDITION, ITS CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS, ANY NEGLIGENCE, AND ITS MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

The cumulative liability of Vendor to you for all claims relating to the Licensed Program and this Agreement, including any cause of action sounding in contract, tort, or strict liability, shall not exceed the total amount of all license fees paid to Vendor hereunder. This limitation of liability is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective. This limitation of liability shall not apply to the indemnification provided in Section 6 hereof. Vendor shall have no liability for loss of data or documentation, it being understood that you are responsible for reasonable backup precautions.

In no event shall Vendor be liable for any loss of profits; any incidental, special, exemplary, or consequential damages; or any claims or demands brought against you, even if Vendor has been advised of the possibility of such claims or demands. This limitation upon damages and claims is intended to apply without regard to whether other provisions of this Agreement have been breached or have proven ineffective.

You may have additional rights under certain laws (e.g., consumer laws) that do not allow the exclusion of implied warranties, or the exclusion or limitation of certain damages. If such laws apply, our exclusions or limitations do not apply to you.

8. Term of Agreement; Termination. Your license of the Licensed Program shall become effective upon delivery of the Licensed Program to you and shall continue, unless sooner terminated as provided herein.

Upon termination of this Agreement, all rights granted to you will terminate and revert to Vendor. Promptly upon termination of this Agreement for any reason or upon discontinuance or abandonment of your possession or use of the Licensed Program, you must return or destroy, as requested by Vendor, all copies of the Licensed Program in your possession (whether modified or unmodified), and all other materials pertaining to the Licensed Program (including all copies thereof). You agree to certify your compliance with such restriction upon Vendor's request.

9. Hiring of Vendor's Personnel. Additional Value from Hiring; Customer acknowledges that Vendor provides a valuable service by identifying and assigning personnel for Customer's work. Customer further acknowledges that Customer would receive substantial additional value, and Vendor would be deprived of the benefits of its work force, if Customer were to directly hire Vendor's personnel after they have been introduced to Customer by Vendor.

No Hiring Without Prior Consent. Without the prior written consent of Vendor, Customer shall not recruit or hire any personnel of Vendor who are or have been assigned to perform work until one (1) year after the completion of the last work performed on behalf of the Customer.

Hiring Fee. In the event that Customer hires any personnel of Vendor who are or have been assigned to perform work for Customer, Customer shall pay Vendor, within one (1) year of the date of such hiring, an amount equal to twenty-five percent (25%) of the total first-year compensation Customer pays such personnel as a fee for the additional benefit obtained by Customer.

10. Miscellaneous. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa

No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of the party against whom enforcement of the modification is sought.

References to your use or benefit include any subsidiaries you may own directly or indirectly by more than 50 percent, provided that, to the extent of their use and benefit, they comply with the restrictions herein.

Any notices required or permitted under this Agreement shall be in writing and delivered in person or sent by registered or certified mail, return receipt requested, with proper postage affixed.

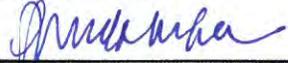
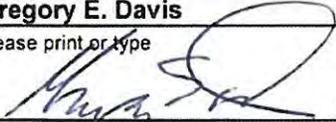


In the event that any of the terms of this Agreement is or becomes or is declared to be invalid or void by any court or tribunal of competent jurisdiction, such term or terms shall be null and void and shall be deemed severed from this Agreement and all the remaining terms of this Agreement shall remain in full force and effect.

Vendor wants you to be confident that the Licensed Program will suit your needs. Although you must make that determination yourself, Vendor is prepared to fully discuss the Licensed Program with you and answer your questions. By executing this Agreement, you acknowledge that you have been given adequate opportunity to investigate your computer and software needs and that based on your examination of the Licensed Program, the Licensed Program is Satisfactory.

THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF VENDOR'S OBLIGATIONS AND RESPONSIBILITIES TO YOU AND SUPERSEDES ANY OTHER PROPOSAL, REPRESENTATION, OR OTHER COMMUNICATION BY OR ON BEHALF OF VENDOR RELATING TO THE SUBJECT MATTER HEREOF.

Accepted and Approved:

(Customer)	<u>Story County</u>	(Vendor)	<u>"Solutions", Inc</u>
By	<u>LINDA MURKEN</u> please print or type	By	<u>Gregory E. Davis</u> please print or type
Signature	<u></u>	Signature	<u></u>
Title	<u>Chair, Bd. of Supervisors</u>	Title	<u>President</u>
Date	<u>5/28/19</u>	Date	<u>5/20/2019</u>
Address	<u>900 6th Street</u> <u>Nevada, IA 50201</u>	Address	<u>2311 West 18th Street</u> <u>Spencer, Iowa 51301</u>
Telephone	<u>(515) 382-7210</u>	Telephone	<u>712-262-4520</u>
Fax	<u>(515) 328-7221</u>	Fax	<u>712-262-3477</u>

Attachments Exhibit A X



Proxy

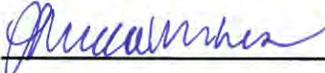
Be it known, that the undersigned representative of the Governmental Sub-Division (hereafter referred to as MEMBER) by resolution of the governing body, a copy of which is attached hereto, hereby nominates and appoints the following individual and alternate to represent the MEMBER with the Iowa Communities Assurance Pool (hereinafter referred to as the POOL). The individual and alternate shall act as liaison between MEMBER and the POOL for the purposes of relating risk reduction and loss control information, and any other loss information or instructions concerning the obligations of the MEMBER imposed by signing the Iowa Risk Management Agreement and the rules and regulations established thereunder, to the same extent and with like effect as the undersigned thereunder, to the same extent as the undersigned could do if personally present and the undersigned does hereby ratify and confirm and adopt all action done or taken by the individual or alternate.

Primary Contact:	<u>Linda Murken</u>	Alternate Contact:	<u>Lauris Olson</u>
Title:	<u>Chair</u>	Title:	<u></u>
PO Box:	<u></u>	PO Box:	<u></u>
Street:	<u>900 6th St.</u>	Street:	<u>900 6th St.</u>
City, State, Zip:	<u>Nevada IA 50201</u>	City, State, Zip:	<u>Nevada IA 50201</u>
Email:	<u>lmurken@storycountyiowa.gov</u>	Email:	<u>lolson@storycountyiowa.gov</u>
Telephone:	<u>5153827202</u>	Telephone:	<u>5153827203</u>

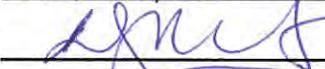
In witness whereof, this proxy was executed on the 28th day of May, in the year 2019, by the undersigned duly authorized officers of the Governmental Subdivision indicated below:

Governmental Subdivision: Story County

Member ICAP #: 432

By: 

Title: CHAIR, BO OF SUPERVISORS

By: 

(City Clerk/County Auditor/Board Secretary)

BOARD OF SUPERVISORS RESOLUTION NO. #19-118
RESOLUTION #19-118, TO ABATE TAXES ASSESSED AGAINST SAID
MOBILE HOMES DUE TO COURT ORDER

WHEREAS, the following mobile homes were located at 120 1st Street, Story City, in Story County, Iowa; and,

WHEREAS, said mobile homes have been awarded to the mobile home park owners by a court order Writ of Removal and Possession; and,

WHEREAS, said mobile homes have an outstanding tax sale and/or delinquent taxes; and,

WHEREAS, said mobile homes have now been removed from the park pursuant of the provisions of Section 555C.2, Code of Iowa; and,

WHEREAS, Section 648.22A, Subsection 5A of the Code of Iowa, states the home, its contents, and any other property of the defendant remaining on the premises shall become the property of the plaintiff free and clear of all rights of the defendant to the property and of all liens, claims, or encumbrances of third parties, and any tax levied pursuant to Chapter 435 may be abated by the board of supervisors. The resolution shall direct the treasurer to strike from the tax book the reference to said mobile home; and,

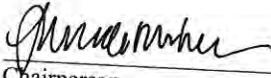
NOW, THEREFORE BE IT RESOLVED, that all delinquent taxes on the following mobile homes are hereby abated. The county treasurer is directed to strike from the tax book the delinquent taxes that are in reference to said mobile homes:

Blackwell, Tiffany	Vin #4521	Title #85AB18255	Amount \$2,580.00
Miller, Aaron	Vin #M601291	Title #85AB90785	Amount \$ 819.00
Rivera, Gilberto	Vin # 32526	Title #85-W308325	Amount \$3,618.00

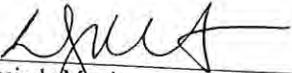
APPROVED this 28th day of May, 2019.

Moved By: Sanders
Seconded By: Murken
Voting Aye: Sanders, Murken
Voting Nay: None
Not Voting: None
Absent: Lauris Olson

ATTEST:



Chairperson
Story County Board of Supervisors



Lucinda Martin
Story County Auditor

BOARD OF SUPERVISORS RESOLUTION NO. 19-119
RESOLUTION #19-119, TO ABATE TAXES ASSESSED AGAINST
SAID MOBILE HOMES

WHEREAS, the following mobile homes were located in two different mobile home parks in Story County, Iowa; and,

WHEREAS, said mobile homes were abandoned; and whereabouts of the mobile homes are unknown; and,

WHEREAS, said mobile homes have an outstanding tax sale certificate, and/or delinquent taxes; and,

WHEREAS, Section 435.25 of the Code of Iowa, states that when it is administratively impractical to pursue tax collection through the remedies of this section, all taxes, regular and special, interest, and costs shall be abated by resolution of the county board of supervisors. The resolution shall direct the treasurer to strike from the tax book the reference to said mobile homes;

NOW, THEREFORE BE IT RESOLVED, that all delinquent taxes on the following mobile homes are hereby abated. The county treasurer is directed to strike from the tax book the delinquent taxes that are in reference to said mobile home:

Omara, Jerry	Vin #JEG46JD855	Title #85AB45990	Amount \$ 81.00
Frye, Nicole	Vin #015610131	Title #85AA98856	Amount \$1,822.00

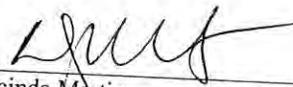
APPROVED this 28th day of May, 2019.

Moved By:	Sanders
Seconded By:	Murken
Voting Aye:	Sanders, Murken
Voting Nay:	None
Not Voting:	None
Absent:	Lauris Olson

ATTEST:



Chairperson
Story County Board of Supervisors



Lucinda Martin
Story County Auditor

BOARD OF SUPERVISORS RESOLUTION NO. #19-120
RESOLUTION#19-120, TO ABATE TAXES ASSESSED AGAINST SAID
MOBILE HOMES DUE TO COURT ORDER

WHEREAS, the following mobile homes were located at Crestview Mobile Home Park, 5615 W Lincoln Way, Ames, in Story County, Iowa; and,

WHEREAS, said mobile homes have been awarded to the mobile home park owners by a court order Writ of Removal and Possession; and,

WHEREAS, said mobile homes have an outstanding tax sale and/or delinquent taxes; and,

WHEREAS, said mobile homes have now been removed from the park pursuant of the provisions of Section 555C.2, Code of Iowa; and,

WHEREAS, Section 648.22A, Subsection 5A of the Code of Iowa, states the home, its contents, and any other property of the defendant remaining on the premises shall become the property of the plaintiff free and clear of all rights of the defendant to the property and of all liens, claims, or encumbrances of third parties, and any tax levied pursuant to Chapter 435 may be abated by the board of supervisors. The resolution shall direct the treasurer to strike from the tax book the reference to said mobile home; and,

WHEREAS, Section 435.25 of the Code of Iowa, states that when it is administratively impractical to pursue tax collection through the remedies of this section, all taxes, regular and special, interest, and costs shall be abated by resolution of the county board of supervisors. The resolution shall direct the treasurer to strike from the tax book the reference to said mobile homes;

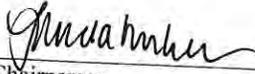
NOW, THEREFORE BE IT RESOLVED, that all delinquent taxes on the following mobile homes are hereby abated. The county treasurer is directed to strike from the tax book the delinquent taxes that are in reference to said mobile home:

See Attached Addendum

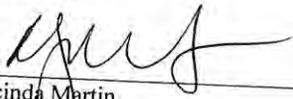
APPROVED this 28th day of May, 2019.

Moved By: Sanders
Seconded By: Murken
Voting Aye: Sanders, Murken
Voting Nay: None
Not Voting: None
Absent: Lauris Olson

ATTEST:



Chairperson
Story County Board of Supervisors



Lucinda Martin
Story County Auditor

NAME	LOT	VIN	FED CASE # OR JC	REMOVAL	INTENT	CLEARANCE	TAXES THRU MAY	MOVED TO	TITLE NUMBER	ARTS
LAURA SEIL	2	5010779	SCSC055846	YES	YES	YES	\$ 1,530.00	TO BOONE COUNTY	85AB00315	X
PAUL NELSON	4	CL6672	SCSC054964	YES	YES	YES	\$ 5,449.00	TO POLK COUNTY	85-W224301	X
PAUL NELSON	10	KEH46JSK344	850135220	NA	NA	NA	\$ 2,213.00	JUNKED TO TAMA	85-W184375	X
GARY MONSOUR	16	54522FBF1020028	SCSC054068	YES	YES	YES	\$ 686.00	TO POLK COUNTY	85-W267460	X
GW COLLEGE PARK LLC	18	0456838G	SCSC056334	YES	YES	YES	\$ 671.00	TO BOONE COUNTY	85AD01178	X
BARBARA NEAL	22	1067302	SCSC051060	YES	YES	YES	\$ 274.00	TO BOONE COUNTY	85AC42828	X
KAROL SELKEN & GREGORY GREENWOOD	25	0472	SCSC051127	YES	YES	YES	\$ 2,864.00	TO BOONE COUNTY	85-W265579	X
MARTIN HERNANDEZ	26	ME167C	SCSC057674	YES	YES	YES	\$ 439.00	TO TAMA COUNTY	85AB79276	X
SCOTT & JYL EMSMINGER	27	28913	DEMOLISHED	YES	YES	YES	\$ 4,913.00	DEMOLISHED PER BRANT	85AC49853	X
BILLIE JO HANSON	27	16108	77AU84701	YES	YES	YES	\$ 306.00	TO POLK COUNTY	77AU84701	X
CYNTHIA MCKINNON	29	571662959	DEMOLISHED	YES	YES	YES	\$ 1,368.00	DEMOLISHED PER BRANT	85AB38790	X
JEDEDIAH REGENWETHER	32	1167633267	SCSC054965	YES	YES	YES	\$ 6,236.00	TO BOONE COUNTY	85AA74766	X
E'KIMBERLY TAYLOR	33	1521971	SCSC057673	YES	YES	YES	\$ 676.00	TO MARSHALL COUNTY	85AA94997	X
JACOB GILMER	36	60036	MOVED	FROM	PROPERTY	YES	\$ 204.00	NOT SURE WHO TOOK IT	85AB79273	X
JOHN BURKHART	39	60122AH6520F	SCSC057747	YES	YES	YES	\$ 478.00	TO DALLAS COUNTY	85AC15251	X
KATHOLEEN HOCUTT	41	577034512	SCSC057668	YES	YES	YES	\$ 511.94	TO STORY COUNTY	85AC21242	X
CHRISTOPHER SCOTT	41	M53558H	SCSC056333	YES	YES	YES	\$ 686.00	TO GREENE COUNTY	85AB79265	X
SHEILA KENDAL	42	12763	SCSC055927	YES	YES	YES	\$ 419.00	TO BENTON COUNTY	85AC25692	X
ARACELI SALDANA	43	02561635G	SCSC037053	YES	YES	YES	\$ 2,980.00	TO POLK COUNTY	85AA15338	X
ERIKA LOZANO	44	DK9537	DEMOLISHED	YES	YES	YES	\$ 2,572.00	DEMOLISHED PER BRANT	85AC25693	X
MELANIE WEBBER	44	212733	SCSC055922	YES	YES	YES	\$ 419.00	TO HAMILTON COUNTY	85AC25693	X
STACEY BRUMBAUGH	47	B55108766	DEMOLISHED	YES	YES	YES	\$ 538.00	DEMOLISHED PER BRANT	85-W298477	X
PAUL NELSON	63	117763L4103	SCSC051331	YES	YES	YES	\$ 4,659.00	TO NEVADA	85-W190261	X
BILLIE JO MURRAY	64	AC3413	SCSC053706	YES	YES	YES	\$ 2,285.00	TO HAMILTON COUNTY	85AB00316	X
MARTIN MURRAY	65	G1223966	SCSC055357	YES	YES	YES	\$ 2,037.00	TO BOONE COUNTY	85AB05938	X
GW COLLEGE PARK LLC	67	117763L4083	FIRE	YES	YES	YES	\$ 838.00	TO L&L PROP ELKHART	85AC93228	X
JOHN LAWRENCE	67	B6012B2CK1061	SCSC056110	YES	YES	YES	\$ 1,637.00	FIRE PER BRANT	85AB09558	X
ESMERALDA GARCIA	68	60125870	DEMOLISHED	YES	YES	YES	\$ 689.00	TO BOONE COUNTY	85AB79094	X
ROBIN LAWRENCE & LINDA LILLIS	69	M53457W	SCSC052283	YES	YES	YES	\$ 2,346.00	DEMOLISHED PER BRANT	85AA88016	X
DIANA BUMGARDNER	70	B12604742	SCSC057748	YES	YES	YES	\$ 1,415.00	TO BOONE COUNTY	85AB54792	X
DAPHNE MILLER	71	N016357X	SCSC057748	YES	YES	YES	\$ 223.00	TO POLK COUNTY	85AC69593	X
TOTAL							\$ 52,561.94			



Story County Planning and Development

Administration Building
900 6th Street, Nevada, Iowa 50201
Ph. 515-382-7245 www.storycountyiaowa.gov

MEMORANDUM

Date: May 28, 2019

TO: Story County Board of Supervisors
FROM: Amelia Schoeneman, Planning and Development
RE: Zoning Permit for existing accessory structure for a commercial use at 56344 130th Story City, Iowa, Parcel ID 02-19-100-220

Prairie Vineyards, LC acquired the subject property (15.58 net acres) and a 4.87-net acre property adjacent to the south in 2005. Since that time, Prairie Vineyards has established approximately 7 acres in grape vines for grape sales and wine production. In 2015, an Agricultural Exemption was applied for and issued for the construction of a 30' x 56' (1,680 square foot) accessory building with utilities and onsite waste disposal system, which was to be used for the storage of equipment and harvesting grapes. In 2019, the north approximately 200' of the parcel, including the building, was rezoned from A-1 Agricultural to A-2 Agribusiness in order to accommodate the processing of grapes into wine, storage or wine, and wholesale distribution of wine from the site and accessory building.

With the proposed change of use for the site, a zoning permit for the accessory building is required. Board of Supervisors approval of a site plan sketch, including parking, was required as a condition of the rezoning.

Regarding the building, a 14-foot variance was obtained in January of 2019 to allow it to be located at a 36-foot front setback instead of the required 50-foot front setback.

In addition to the building, other site improvements include a gravel parking area. The seven proposed parking spaces will be located along the north side of the building on existing gravel. One of the eight spaces will be paved and ADA compliant. ADA signage will be provided. The ADA space is closest to an overhead door located on the east side of the building and an existing concrete pad. The entrance door on the west side of the building is located upgrade from the parking spaces. The parking spaces are perpendicular to the building and meet parking space standards.

The number of spaces exceeds the maximum permitted for a wholesale use (one parking space is permitted per 1,000 square feet of building area). However, as previously stated, the gravel area to be used for parking is existing. Further, the applicant has plans to open a tasting room in the accessory structure. One space per 200 square feet of building area is permitted for agritourism uses and the proposed parking would conform with the maximum permitted for the future tasting room use.

DENIED

No major improvements will be made to the site beyond a parking area. There is not anticipated to be a major increase in traffic to and from the site beyond possible deliveries. The applicant anticipates supply deliveries and wine pickup will be done with light trucks (pickups or vans) and will occur approximately once per week. The delivery traffic will travel along the north side of the property, north of the accessory structure and park on the concrete pad located below the overhead door on the east end of the building. No off-street loading area is required. This information satisfies the Traffic Impact Analysis requirement. A Traffic Impact Analysis and potentially a Traffic

Impact Study, if required as determined by the analysis, would be required for the future tasting room use.

The subject property has frontage on 130th Street but shares an access with Story County Conservation's E-18 Greenbelt Trail to minimize access points from the road. The access easement is 60' wide along the north edge of the property and is included in the Real Estate Contract of the Story County Conservation Property. Any necessary improvements to this access drive will need to be coordinated between the applicant and Story County Conservation.

Approximately 1,900 square feet of impervious surface is existing (existing gravel parking area and drive, concrete pad) or will be added (paved ADA space) to the site. The applicant has added approximately eight acres of monarch and pheasant habitat and meets the landscaping requirement of 20% of the impervious surface being added to the site as required by the Minimum Landscaping Standards in Chapter 88.11 of the Story County Land Development Regulations. The habitat is located south of the building. The property slopes to the south so that some stormwater runoff could be treated by the habitat area.

The applicant indicates there are no refuse collection containers as residual material from the grape harvest is composted. The applicant also shared that the clippings from the vines are burned on the site to prevent the spread of disease.

There is existing lighting on the building that is shielded and no signs are proposed.

Based on the Site Development Plan and Zoning Permit application, Planning and Development staff recommend the Board of Supervisors approve the Zoning Permit Application and Site Development Plan for the 30' x 56' (1,680 square foot) accessory building.

APPROVED **DENIED**
Board Member Initials: *gm*
Meeting Date: 5/28/19
Follow-up action: _____

Story County Planning and Development

900 6th Street, Nevada, Iowa 50201
 (515) 382-7245 — pzweb@storycountyiaowa.gov — www.storycountyiaowa.gov

ZONING AND SIGN PERMITS



1. Property Owner*
 (Last Name) Prairie Vineyards L.C.
 (First Name) _____
 (Address) 4523 Westbend Dr.
 (City) Ames (State) IA (Zip) 50014
 (Phone) 515 450-2998 (Email) jmirvski@iastate.edu

2. Applicant (if different than owner)
 (Last Name) Mirvowski
 (First Name) John
 (Address) 4523 Westbend Dr.
 (City) Ames (State) IA (Zip) 50014
 (Phone) 515 450-2998 (Email) jmirvski@iastate.edu

3. Property Address 58344 130th Street Story IA 50258 Parcel ID Number(s) 0219100220

4. Certification and Signature
 I/we certify that the information and exhibits submitted are true and correct to the best of my knowledge and that in filing this application I am acting with the knowledge, consent and authority of the owners of the property. Pursuant to said authority, I hereby permit County officials to enter upon the property for the purpose of inspection.
 *Acknowledgement of property owners is required and may occur via email or signature of this application.
 Property Owner Signature John Mirvowski for Prairie Vineyards L.C. Applicant/Signature John Mirvowski Date 4/29/19

Zoning (Residential)
 Type of Structure: APPROVED
 Use of Structure: gym
 Dimensions: _____
 Height: 5/28/19
 Current # of Bedrooms: _____
 # of Bedrooms to be added: up action:

Zoning (Non-Residential)
 Type of Structure: Site Plan
 Use of Structure: _____
 Dimensions: _____
 Height: _____

Submittal Requirements

Filing Fee (required prior to processing): See Valuation sheet

Site Development Plan showing proposed building in relation to property and setbacks thereof, as well as conformance to all sections of Chapter 88 of the Story County Code of Ordinances

Blue Prints/Construction Drawings

List of any Tier 2 Materials onsite

Filing Fee (required prior to processing): \$50

Site Development Plan showing proposed external (freestanding) sign in relation to property and setbacks thereof

Elevation drawings of proposed external wall sign showing dimensions of wall and location of wall sign on building. Include dimensions of building wall.

Sketch/drawing of proposed sign showing height and dimensions

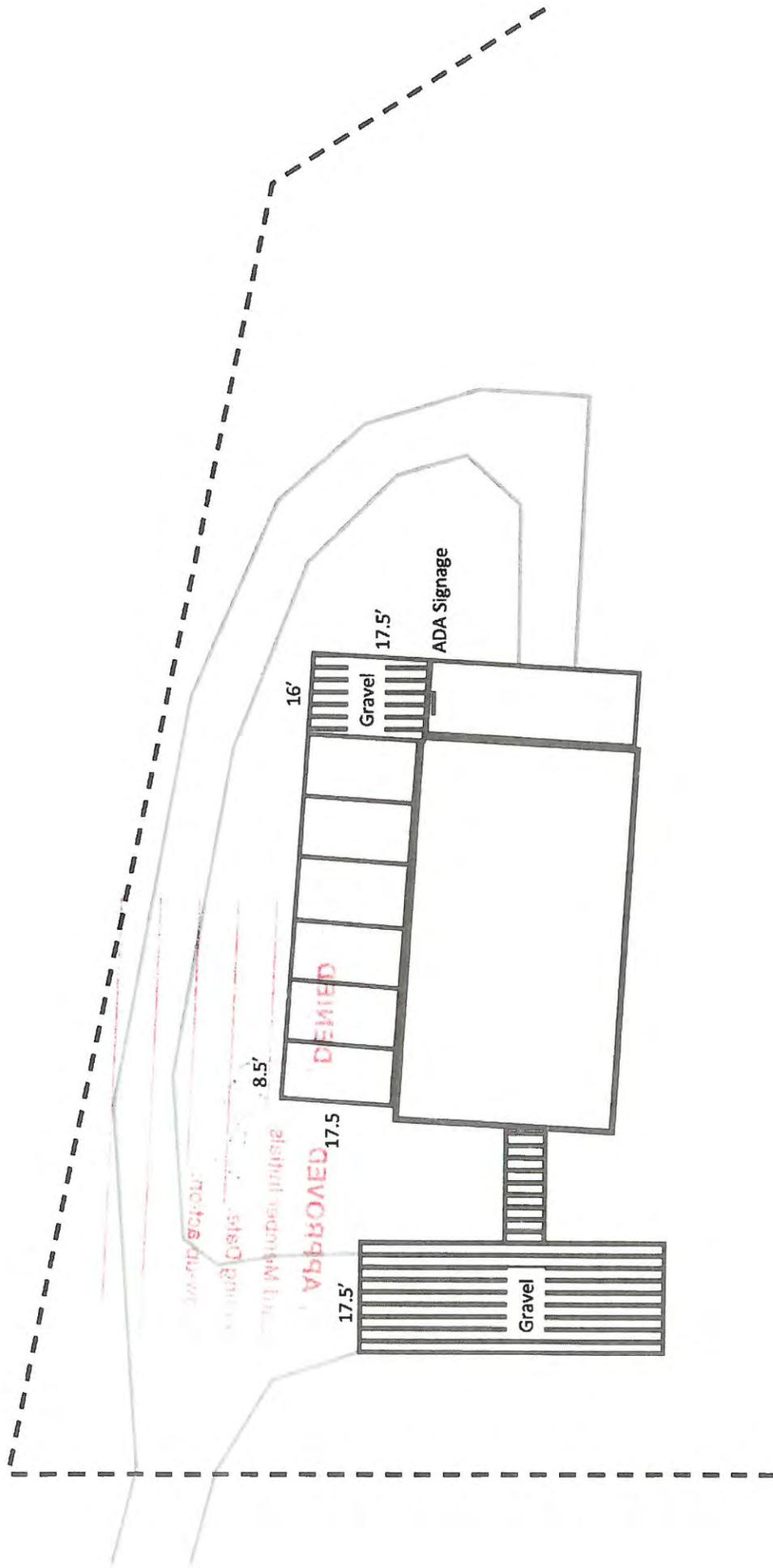
Other items as determined by the Director

RECEIVED

STORY CO. PLANNING & DEVELOPMENT

⇒ Please contact your electric provider for setback requirements from electric lines.

Receipt No. 50288
 Receipt Amount \$0



Paul M. Macintosh
 1-29-18



Story County Conservation Board - McFarland Park 56461 180th St. - Ames, Iowa 50010-9451
Phone (515) 232-2516 - Fax (515)232-6989 - Email: conservation@storycounty.com
www.storycountyconservation.org

Memorandum

To: Story County Board of Supervisors
Through: Michael D. Cox, Director
From: Ryan Wiemold, Parks Superintendent
Date: May 28, 2019
Re: Consideration of the Certificate of Substantial Completion of the Tedesco Environmental Learning Corridor (TELC) BP #2 Trail Paving and Park Amenities.

Shive-Hattery and SCC staff have identified that the work on the second phase of the TELC project has been completed with 98.6% of the contract already paid. Boulder Construction is actively working on completing the items on the punch list.

Staff recommends your approval of this Certificate of Substantial Completion.

Approval

Disapproval

Date

5/28/19

Date



AIA Document G704™ – 2017

Certificate of Substantial Completion

PROJECT: <i>(name and address)</i> Tedesco Environmental Learning Corridor - BP#2 Trail Paving & Park Amenities Ames, IA	CONTRACT INFORMATION: Contract For: General Construction Date: April 10, 2018	CERTIFICATE INFORMATION: Certificate Number: 001 Date: May 10, 2019
OWNER: <i>(name and address)</i> Story County Conservation Board 56461 180th Street Ames, IA 50010	ARCHITECT: <i>(name and address)</i> Shive-Hattery, Inc. 4125 Westown Parkway, Suite 100 West Des Moines, IA 50266	CONTRACTOR: <i>(name and address)</i> Boulder Contracting, LLC 25789 N Avenue Grundy Center, IA 50638

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)

Entire Project

<u>Shive-Hattery, Inc.</u>		<u>Luke Monat, P.E.</u>	<u>APRIL 30, 2019</u>
ARCHITECT <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)
NA

WORK TO BE COMPLETED OR CORRECTED

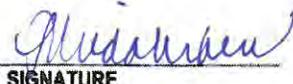
A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)
As noted on Punchlist issued November 1, 2018, and re-issued May 10, 2019.

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within Thirty (30) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: \$0.00

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

<u>Boulder Contracting, LLC</u>		<u>LINDA MURKEN, PM</u>	<u>5/13/19</u>
CONTRACTOR <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE
<u>Story County Board of Supervisors</u>		<u>LINDA MURKEN BD. CHAIR</u>	<u>5/28/19</u>
OWNER <i>(Firm Name)</i>	SIGNATURE	PRINTED NAME AND TITLE	DATE

STORY COUNTY UTILITY PERMIT

Date 5/20/19

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, 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 300th St, from the north side of the road to the south side of the road, a distance of 20 miles. A

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 5-17-19

Consumers Energy
Name of Company (Applicant - Permittee)

Elliot Mayland 641-485-4064
by Phone no.

Recommended for Approval:

Date 5-20-19

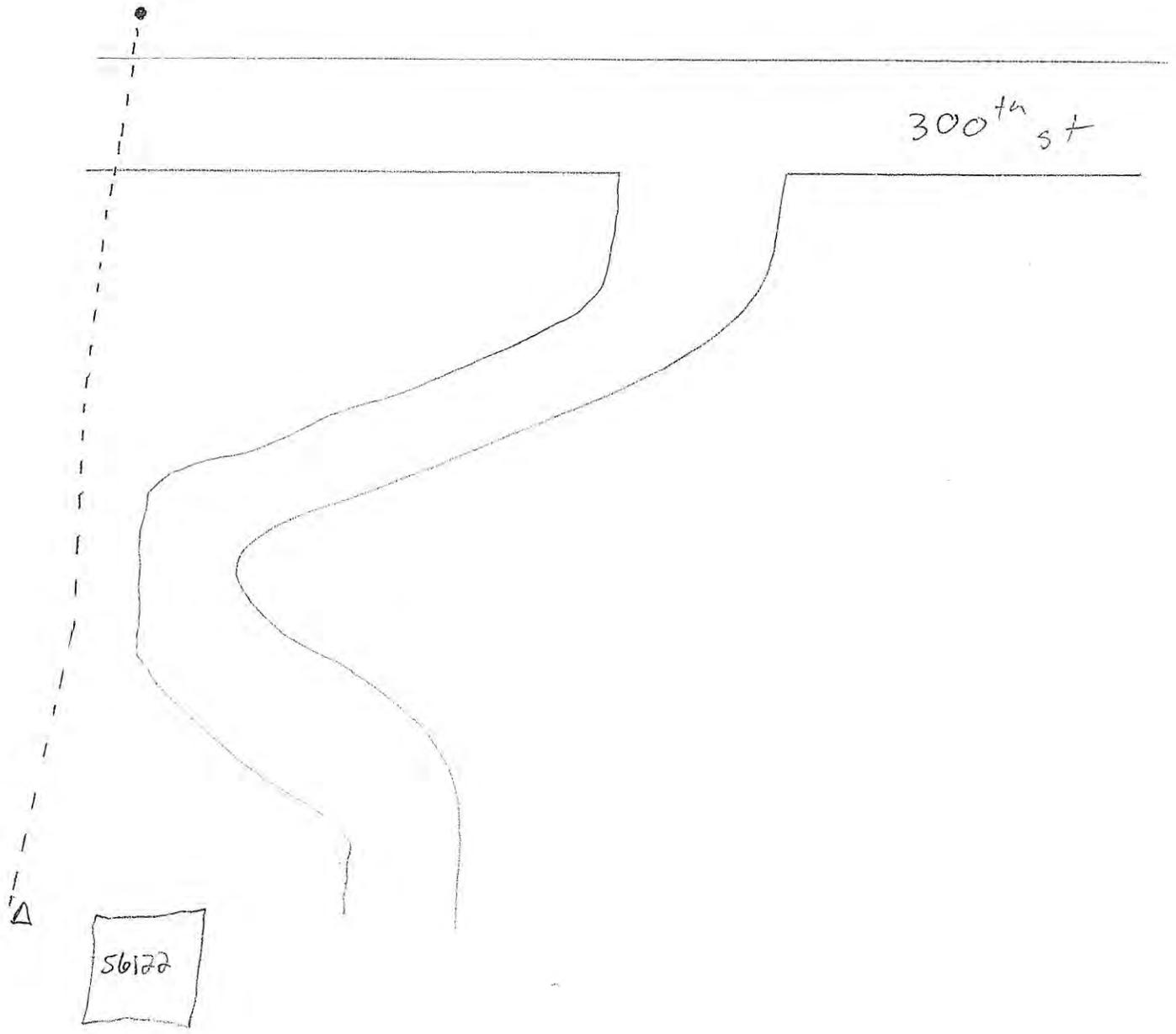
Janeen Moon 515-382-7355
County Engineer Phone no.

Approved:

Date 5/28/19

Mudambee
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 7200 volt electric in 2" duct
under 300th St a minimum of 4 feet
below the road bed

STORY COUNTY UTILITY PERMIT

Date 5/22/19

To the Board of Supervisors, Story County, Iowa:

The Colo Telephone Company, incorporated under the laws of Iowa, authorize to do business within the State of Iowa, with its principal place of business at , 303 Main ST Colo, 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 Fiber Optics on secondary route 210th St, from HWY 69 and 210th St to East side of creek on 210th, a distance of .16 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

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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 5/21/2019

Colo Telephone Company
Name of Company (Applicant - Permittee)

Shane Bellon 641-377-2202
by _____ Phone no.

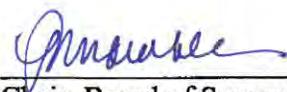
Recommended for Approval:

Date 5-22-19

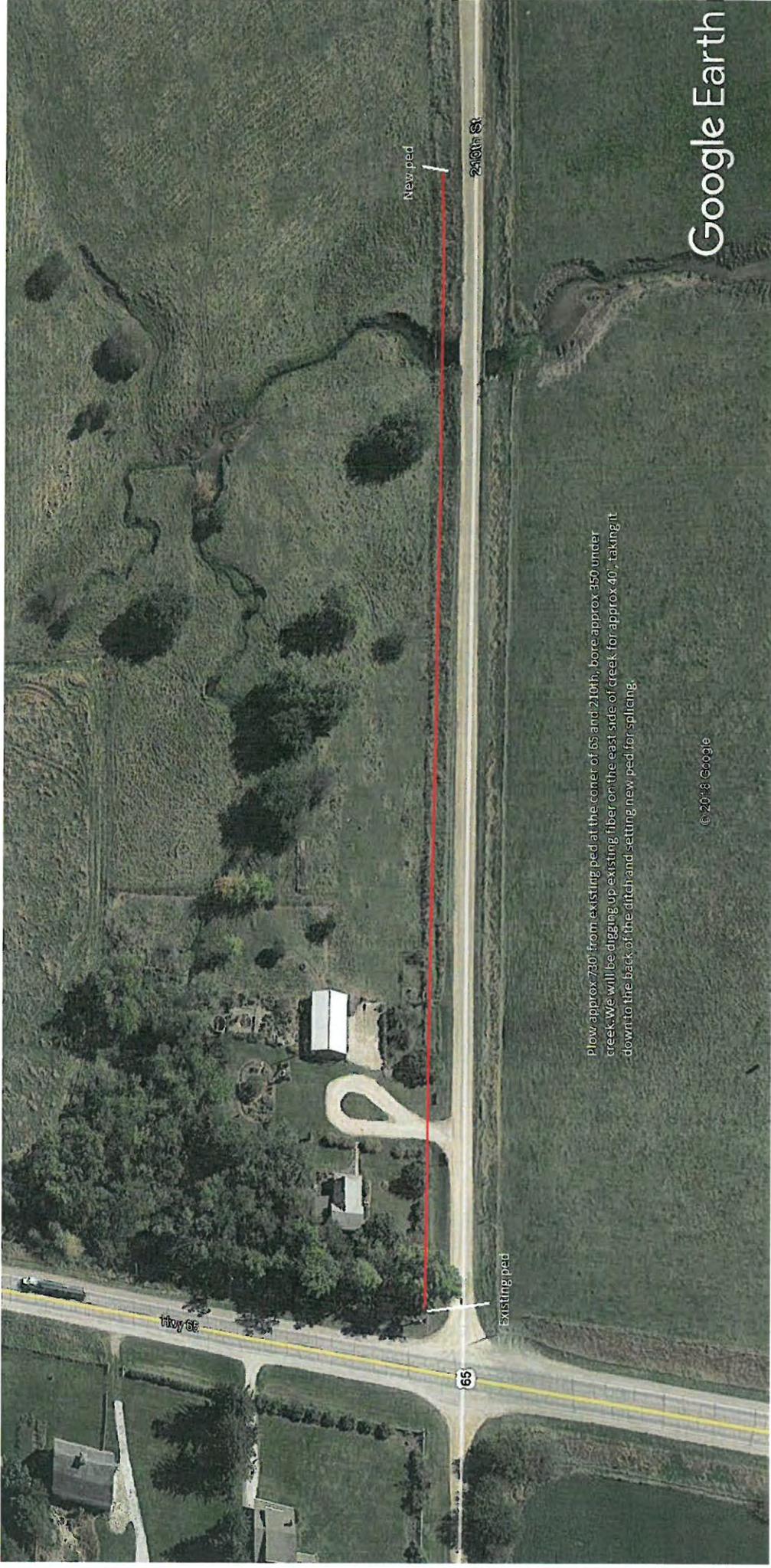
 515-382-7355
County Engineer Phone no.

Approved:

Date 5/28/19


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.



Plow approx 730' from existing ped at the corner of 65 and 210th, bore approx 350 under creek. We will be digging up existing fiber on the east side of creek for approx 40', taking it down to the back of the ditch and setting new ped for splicing.

© 2018 Google

Google Earth

REMIT PAYMENT TO:

INVOICE

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

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



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



RETURN SERVICE REQUESTED

INVOICE NUMBER	INVOICE DATE	CUSTOMER NUMBER
SJF0516	05/17/19	8484660
SUBTOTAL	SHIPPING	SALES TAX
\$12,213.86	\$0.00	\$0.00
DUE DATE		AMOUNT DUE
06/16/19		\$12,213.86

304 1 MB 0.428 E0295X I0495 04843011870 S2 P6410252 0001:0001



STORY COUNTY INFORMATION TECHNOLOGY
 ACCOUNTS PAYABLE
 ADMINISTRATION BLDG
 900 6TH ST
 NEVADA IA 50201-2004



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

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

INVOICE DATE	INVOICE NUMBER	PAYMENT TERMS			DUE DATE	
05/17/19	SJF0516	Net 30 Days			06/16/19	
ORDER DATE	SHIP VIA	PURCHASE ORDER NUMBER			CUSTOMER NUMBER	
05/08/19	ELECTRONIC DISTRIBUTION	CROWDSTRIKE			8484660	
ITEM NUMBER	DESCRIPTION	QTY ORD	QTY SHIP	QTY B/O	UNIT PRICE	TOTAL
4918003	CROWDSTRIKE EPP STD PRV+INS 300-499 Manufacturer Part Number: CS.EPPSTD.SOLN.T3.12M Electronic distribution - NO MEDIA	300	300	0	22.14	6,642.00
5038238	CROWDSTRIKE FLCN PREV NGTAV B3 Manufacturer Part Number: CS.PREVENT.SOLN.T3.12M Electronic distribution - NO MEDIA	300	300	0	0.00	0.00
5038229	CROWDSTRIKE FLCN INSIGHT EDR B3 Manufacturer Part Number: CS.INSIGHT.SOLN.T3.12M Electronic distribution - NO MEDIA	300	300	0	0.00	0.00
4918005	CROWDSTRIKE OVERWATCH SVC 300-499 Manufacturer Part Number: CS.OW.SVC.T3.12M Electronic distribution - NO MEDIA	300	300	0	6.81	2,043.00
5343526	CROWDSTRIKE THREAT GRAPH STD Manufacturer Part Number: CS.TG.STD.12M Electronic distribution - NO MEDIA	300	300	0	7.52	2,256.00
4915958	CROWDSTRIKE EXPRESS SUPPORT 1Y Manufacturer Part Number: RR.HOS.ENT.EXPS.12M Electronic distribution - NO MEDIA	1	1	0	1,272.86	1,272.86

APPROVED
 Board Member Initials: gm
 Meeting Date: 5/28/19
 Follow-up action:

GO GREEN!
 CDW is happy to announce that paperless billing is now available! If you would like to start receiving your invoices as an emailed PDF, please email CDW at paperlessbilling@cdw.com. Please include your Customer number or an Invoice number in your email for faster processing.
REDUCE PROCESSING COSTS AND ELIMINATE THE HASSLE OF PAPER CHECKS!
 Begin transmitting your payments electronically via ACH using CDW's bank and remittance information located at the top of the attached payment coupon. Email credit@cdw.com with any questions.

ACCOUNT MANAGER	SHIPPING ADDRESS:	SUBTOTAL	
GABE BROWN 312-547-2674 gabebro@cdw.com	STORY COUNTY INFORMATION TECHNOLOGY ACCOUNTS PAYABLE 900 6TH ST ADMINISTRATION BLDG NEVADA IA 50201-2004	\$12,213.86	
SALES ORDER NUMBER KPVQ200		SHIPPING	\$0.00
		SALES TAX	\$0.00
		AMOUNT DUE	\$12,213.86



Cage Code Number 1KH72
 DUNS Number 02-815-7235
 ISO 9001 and ISO 14001 Certified
 CDW GOVERNMENT FEIN 36-4230110

HAVE QUESTIONS ABOUT YOUR ACCOUNT?
 PLEASE EMAIL US AT credit@cdw.com
 VISIT US ON THE INTERNET AT www.cdw.com

Resolution #19-113

COUNTY NAME: STORY	RECORD OF HEARING AND DETERMINATION ON THE AMENDMENT TO COUNTY BUDGET	COUNTY NO.: 85
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Date budget amendment was adopted:
5/28/19

For Fiscal Year Ending:
June 30, 2019

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.

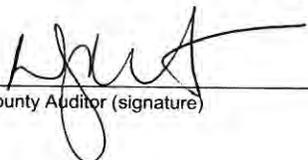
Iowa Department of Management Form 653 A-R Sheet 2 of 2 (revised 05/01/14)		Total Budget as Certified or Last Amended	Adopted Current Amendment	Total Budget After Current Amendment
REVENUES & OTHER FINANCING SOURCES				
Taxes Levied on Property	1	25,838,588	0	25,838,588
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0
Less: Credits to Taxpayers	3	1,054,456	0	1,054,456
Net Current Property Taxes	4	24,784,132	0	24,784,132
Delinquent Property Tax Revenue	5	3,050	0	3,050
Penalties, Interest & Costs on Taxes	6	75,000	0	75,000
Other County Taxes/TIF Tax Revenues	7	3,591,431	0	3,591,431
Intergovernmental	8	9,441,276	5,200	9,446,476
Licenses & Permits	9	78,970	0	78,970
Charges for Service	10	1,870,243	0	1,870,243
Use of Money & Property	11	503,025	30,000	533,025
Miscellaneous	12	1,427,065	12,748	1,439,813
Subtotal Revenues	13	41,774,192	47,948	41,822,140
Other Financing Sources:				
General Long-Term Debt Proceeds	14	1,000,000	3,000,000	4,000,000
Operating Transfers In	15	3,093,350	0	3,093,350
Proceeds of Fixed Asset Sales	16	41,550	0	41,550
Total Revenues & Other Sources	17	45,909,092	3,047,948	48,957,040
EXPENDITURES & OTHER FINANCING USES				
Operating:				
Public Safety & Legal Services	18	12,916,760	421,000	13,337,760
Physical Health & Social Services	19	2,612,669	0	2,612,669
Mental Health, ID & DD	20	2,269,764	0	2,269,764
County Environment & Education	21	4,719,957	150,000	4,869,957
Roads & Transportation	22	7,446,300	0	7,446,300
Government Services to Residents	23	1,293,924	0	1,293,924
Administration	24	6,739,606	18,500	6,758,106
Nonprogram Current	25	85,000	0	85,000
Debt Service	26	1,620,980	0	1,620,980
Capital Projects	27	8,230,829	0	8,230,829
Subtotal Expenditures	28	47,935,789	589,500	48,525,289
Other Financing Uses:				
Operating Transfers Out	29	3,093,350	0	3,093,350
Refunded Debt/Payments to Escrow	30	0	0	0
Total Expenditures & Other Uses	31	51,029,139	589,500	51,618,639
Excess of Revenues & Other Sources over (under) Expenditures & Other Uses	32	(5,120,047)	2,458,448	(2,661,599)
Beginning Fund Balance - July 1,	33	22,120,009	0	22,120,009
Increase (Decrease) in Reserves (GAAP Budgeting)	34	0	0	0
Fund Balance - Nonspendable	35	0	0	0
Fund Balance - Restricted	36	7,536,237	2,537,690	10,073,927
Fund Balance - Committed	37	1,399,572	0	1,399,572
Fund Balance - Assigned	38	3,164,930	(135,662)	3,029,268
Fund Balance - Unassigned	39	4,899,223	56,420	4,955,643
Total Ending Fund Balance - June 30,	40	16,999,962	2,458,448	19,458,410

Date original budget adopted:
03/13/18

Date(s) current budget was subsequently amended:
7/31/2018, 8/28/18, 4/30/19

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)

RECEIVED

MAY 13 2019

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2019 is by and between **Story County** and **Youth and Shelter Services** (Provider).

The statements and intentions of the parties, to this Agreement, are as follows:

Story County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Story County is interested in contracting with Provider to purchase Covered Services for the benefit of Story County Individuals.

Provider is interested in contracting with Story County to provide Covered Services for the benefit of Story County Individuals.

In consideration of the premises and promises contained herein, it is mutually agreed by and between Story County and Provider as follows:

**SECTION 1
Definitions**

Co-payment: The amount which may be charged to Story County Individual at the time services are rendered.

Subcontract: The act in which one party to the original contract enters into a contract with a third party to provide some or all of the services listed in the original contract.

**SECTION 2
Duties of Provider**

Section 2.1 Provision of Covered Services. Provider shall provide Covered Services to each Story County Individual who is eligible to receive such services to the extent designated in Attachment A, Service Definitions and Rates. The programs or services must conform to the standardized definitions used by the Analysis of Social Services Evaluation team (ASSET). Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide Covered Services in a manner which: (a) documents the services provided, in conformance with Federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable), State and local laws and regulations, (b) protects the confidentiality of the Story County Individual's medical records, and (c) records and maintains specified program information and performance measures in Clear Impact Scorecard at <https://app.resultsscorecard.com> at the frequency defined through ASSET.

Section 2.2 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or

financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

SECTION 3

Claims Submission and Payment

Section 3.1 Claims Submission. Provider agrees to submit all claims and supporting documentation for reimbursement no later than forty-five (45) days from the date Covered Services are rendered.

Section 3.2 Claims Payment. Story County will make monthly payments to the Provider based upon the reimbursement requests submitted by the Provider in accordance with Attachment A to this contract. The maximum total amount payable by Story County under this agreement is detailed on Attachment A, and no greater amount shall be paid.

Section 3.3 Compensation to Provider. Provider agrees to accept payment from Story County for Covered Services provided to Story County Individuals under this Agreement as payment in full, less any Co-payment or other amount which is due from Story County Individuals for such services. Compensation for Covered Services is included as Attachment A, Service Definitions and Rates.

For Providers accessing funding through the Story County ASSET process, an agency audit or IRS Form 990 shall be submitted within six months following the end of the agency's fiscal year. If an agency audit or IRS Form 990 is not submitted, Story County reserves the right to withhold payments until the audit and/or IRS Form 990 is submitted.

SECTION 4

Relationship Between the Parties

Section 4.1 Relationship Between Story County and Provider. The relationship between Story County and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain Social Security, worker's compensation and all other employee benefits covering Providers employees as required by law.

SECTION 5

Hold Harmless. Indemnification and Liability Insurance

Section 5.1 Provider Hold Harmless and Indemnification. Provider shall defend, hold harmless and indemnify Story County against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Story County that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

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

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

SECTION 6

Laws and Regulations

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

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

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

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

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

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

SECTION 7

Term and Termination

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

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

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

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

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

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

SECTION 8

Amendments

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

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

SECTION 9
Other Terms and Conditions

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

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

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

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

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

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

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

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

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

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

YSS
420 Kellogg Ave
Ames, IA 50010
Attention: Andrew Allen

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

COUNTY:

PROVIDER:

By: 

By: 

Print Name: LINDA MURKEN

Print Name: Andrew Allen

Print Title: Story County Board of Supervisors

Print Title: President + CEO

Date: 5/28/19

Date: 5/8/19

**ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2020**

Service Description	Unit of Service	Rate
Child Safety Not to Exceed \$2,365	1 Staff Hour	\$95.77
Kids Club Not to Exceed \$62,976	1 Partial Day (3 hours)	\$13.63
Mentoring Not to Exceed \$35,529	1 Client Contact/Day	\$45.74
Stork's Nest Not to Exceed \$350	1 Client Contact	\$53.82
Transitional Living Not to Exceed \$3,720	1 Client Contact	\$24.86
Youth Dev/Soc. Adj. Comm. Youth Dev Nevada Not to Exceed \$29,396	1 Client Contact/Day	\$22.22
Employment Assistance Not to Exceed \$5,402	1 Staff Hour	\$38.86
Family Dev./Edu FaDSS Not to Exceed \$2,440	1 Client Hour	\$32.92
Public Educ./Awareness Not to Exceed \$97,665	1 Staff Hour	\$68.57
Summer Enrichment Not to Exceed \$16,777	1 Partial Day (3 hours)	\$17.36
Emergency Shelter -Rosedale Not to Exceed \$85,000	1 24 Hour Period	\$466.25
Substance Abuse Out Pt. Treatment Not to Exceed \$10,467	1 Client Hour	\$251.29
Primary Treatment Out Pt. Not to Exceed \$79,595	1 Client Hour	\$190.19
Kids Club Local Option Not to Exceed \$3,850	1 Partial Day (3 hours)	\$13.63
Child Safety Local Option Not to Exceed \$2,200	1 Staff Hour	\$95.77
Summer Enrichment Local Option Not to Exceed \$800	1 Partial Day (3 hours)	\$17.36
Storks Nest Local Option Not to Exceed \$100	1 Client Contact	\$53.82

RESOLUTION #19-112

RESOLUTION ESTABLISHING CENTRAL IOWA COMMUNITY SERVICES FUND

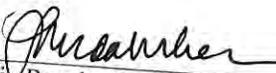
WHEREAS, the Central Iowa Community Services Fund was formed by 28E agreement on January 8, 2014, and

WHEREAS, the Story County Auditor's Office is the fiscal agent for Central Iowa Community Services,

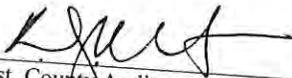
THEREFORE, the Board of Supervisors of Story County establish the following Agency fund:

Central Iowa Community Services (CICS)

Fund 41500



Chair, Board of Supervisors



Attest, County Auditor

**RESOLUTION NO. 19-114
APPROPRIATIONS AMENDMENT**

WHEREAS, Resolution No. 18-120 dated June 26, 2018 set appropriations by department for Fiscal Year 2019, and

WHEREAS, Resolution No. 19-07 dated July 31, 2018 amended appropriations by department for Fiscal Year 2019, and

WHEREAS, Resolution No. 19-22 dated August 28, 2018 amended appropriations by department for Fiscal Year 2019, and

WHEREAS, Resolution No. 19-36 dated October 9, 2018 amended appropriations by department for Fiscal Year 2019, and

WHEREAS, Resolution No. 19-89 dated March 5, 2019 amended appropriations by department for Fiscal Year 2019, and

WHEREAS, Resolution No. 19-103 dated April 30, 2019 amended appropriations by department for Fiscal Year 2019, 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>
01 – Board of Supervisors	3,500	10 – General Co Betterment	10,000
99 – Countywide Serv	576,000		

Motion by: Sanders Seconded by: Murken

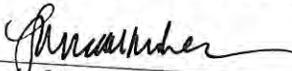
Voting Aye: Sanders, Murken

Voting Nay: None

Abstaining: None

Absent: Lauris Olson

The above resolution was adopted by the Board of Supervisors of Story County, Iowa, on the 28th day of May, 2019 and the Auditor is directed to correct her books accordingly.


Board of Supervisors


Attest: County Auditor



Heart of Iowa Regional Transit Agency HIRTA Public Transit

Boone, Dallas, Jasper, Madison, Marion, Story, and Warren Counties

May 17, 2019

Story County Board of Supervisors
900 Sixth St.
Nevada, IA 50291

As shared at the December 4, 2018 Supervisors meeting, the Iowa DOT was awarded a \$7 million federal grant for Bus and Bus facility infrastructure investment programs for rural transit vehicle replacements. Thanks to the funds from this grant, HIRTA is eligible to replace 10 vehicles of which 7 are in the Story County fleet.

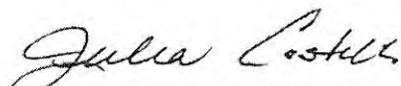
The contracts for bus replacements are 85% federal participation which require 15% local match. Historically, Story County has been able to provide the local match for capital bus replacement. The total local match on seven bus replacements is \$97,725.

The buses will not be delivered until FY2020; however, we only have 60 days to sign the contract or the Iowa DOT will reassign the bus replacements to the next vehicles / transit system on the replacement list.

The buses being replaced are 2008 and 2009 model years, all will odometer readings above 290,000 miles. Vehicles within their useful life have a significantly lower annual maintenance expense.

HIRTA requests Story County approve a local match of \$97,725 for seven bus replacements.

Thank you for your consideration of this request.


Julia Castillo, Executive Director
HIRTA Public Transit

APPROVED **DENIED**
Board Member Initials:
Meeting Date: 5/28/19
Follow-up action:

ASSET

POLICIES & PROCEDURES

July 2019

www.storycountyasset.org

APPROVED **DENIED**
Board Member Initials: gmn
Meeting Date: _____
Follow-up action: _____

Sponsoring Organizations: _____

City of Ames
Story County
Central Iowa Community Services
United Way of Story County
ISU Student Government

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POLICIES AND PROCEDURES FOR ASSET

By agreement among sponsoring organizations (Funders), a team shall be authorized by all sponsors but separate from any sponsor. The name of this process is "Analysis of Social Services Evaluation Team" or "ASSET."

I. PURPOSE

- A. To promote coordination of human services planning and funding among the sponsoring organizations.
- B. To assess the human services needs in Story County and evaluate the capabilities of agencies to provide the programs that meet those needs.
- C. To provide funding recommendations to the governing bodies of the sponsoring organizations.

II. SPONSORING ORGANIZATIONS

- A. Ames City Council (City)
- B. Story County Board of Supervisors (County)
- C. Central Iowa Community Services Mental Health/Disability Services Region (CICS)
- D. United Way of Story County (UWSC)
- E. ISU Student Government

III. TEAM STRUCTURE

- A. The City, County, UWSC, and ISU Student Government shall each appoint five (5) volunteers as voting members and CICS shall appoint three (3) volunteers to serve as voting members of the team (Volunteers). ~~Due to the nature of the services funded by CICS involvement, CICS shall appoint three (3) volunteers as voting members of the team (Volunteers).~~
- B. The City, County, CICS, UWSC, and ISU Student Government shall each appoint one staff person. The staff appointees shall be non-voting members for the purpose of ASSET business (Staff).
- C. One Agency Representative (AR) may be selected by the Human Services Council, from ASSET funded agencies, to serve as a non-voting member of ASSET.
- D. The Administrative Assistant shall be a contract position paid jointly by the Funders through a 28E Agreement and shall be a non-voting participant.

IV. TENURE OF MEMBERS

- A. The terms of Volunteers shall be three (3) years. ASSET recognizes that ISU Student Government appointees may not be able to serve three-year terms. The APR's shall serve for three years.
- B. The terms of Staff shall be continuous until terminated by the appointing Funder.
- C. An un-expired term of a Volunteer shall be filled by the Funder that appointed that Volunteer.
- D. No Volunteer may serve more than two (2) consecutive full terms, except the Past Chair, Chair or Chair Elect may serve longer in order to fulfill the duties of their offices.
- E. If a Volunteer is appointed to fill the remainder of an unexpired term, the newly appointed Volunteer is eligible to serve a maximum of seven consecutive years unless conditions delineated in paragraph D above apply.
- F. If a Volunteer accumulates three consecutive unexcused absences in any one ASSET year (April through March), or otherwise fails to fulfill his/her responsibilities, the Volunteers may, by a simple majority vote of quorum, request that a Funder appoint a replacement Volunteer. An unexcused absence is defined as when a Volunteer does not notify an Administrative Team member, or the Administrative Assistant about being absent. Notifying the Administrative Assistant is the preferred method.

V. OFFICERS

- A. Officers shall be Chair, Chair-Elect, Past Chair, and Treasurer, each of whom shall be elected for a one-year term by a quorum of the Volunteers.
- B. Staff and APR members are ineligible to hold an office.
- C. A Chair may not hold that office for more than two consecutive one-year terms.
- D. A vacancy in any office shall be filled by a majority vote of a quorum of the Volunteers for the unexpired portion of the term, except for the position of past chair, which would remain vacant should that volunteer leave the ASSET process.
- E. The ASSET Chair is authorized to sign contracts and agreements on behalf of ASSET with respect to operations of the ASSET board. The Chair-Elect may sign if the Chair is unavailable.

VI. ASSET OPERATIONS

- A. Regular meetings of ASSET shall be held in accordance with Iowa's Open Meetings law. If circumstances warrant it, a meeting of ASSET may be cancelled

by the Administrative Team. An announcement of meeting cancellation will be posted and notice sent to members and participating agencies as soon as possible under the circumstances.

- B. Unless otherwise specified, meetings shall be conducted according to Robert's Rules of Order. However, technical or non-substantive departures from these rules shall not invalidate any action taken at a meeting.
- C. Agendas will be posted at Ames City Hall, the ASSET website (<http://www.storycountyasset.org>) and at other public locations, at least three days prior to the meeting, and notification mailed electronically to each ASSET member and participating Agency.
- D. A quorum shall consist of one-half plus one of the currently appointed volunteers. A majority vote of the quorum present shall constitute a decision of ASSET. In the event a quorum is not present, ASSET business may be conducted by a simple majority vote of those present, if at least one voting member from each funder is represented. Exceptions to this include decisions for funding recommendations or changes to the Policies and Procedures, or anything that requires Funder approval.
- E. The Chair may vote on all business that comes before ASSET and shall be included as part of the quorum.
- F. Special meetings may be called by the Chair or by petition of one-fourth of the Volunteers with not less than five days written notice to the Volunteers, Staff, and APR's, by email or regular mail.
- G. Minutes of ASSET meetings shall be recorded and distributed to Staff, Volunteers, Agency Panel Representatives, and Agencies, by posting on the ASSET website (<http://www.storycountyasset.org>). Minutes shall be made public in accordance with the Iowa Open Records law.

VII. ADMINISTRATIVE TEAM OPERATIONS

- A. Staff members, the Chair, the immediate past Chair, the Chair-Elect, and the Treasurer, shall serve as an Administrative Team.
- B. The Administrative Team will meet prior to regular ASSET meetings. If there are no significant pending actions, an Administrative Team meeting may be cancelled by the Chair or Chair Elect.
- C. All members of the Administrative Team shall be voting members on Administrative Team business, including staff members.
- D. A quorum shall consist of more than half of the existing Administrative Team members. A quorum shall include at least one Volunteer. A majority vote of the quorum present shall constitute a decision of the Administrative Team.
- E. Minutes of the Administrative Team and ASSET shall be recorded and distributed to all Staff, Volunteers, APR's, and Agencies, by posting on the ASSET website (<http://www.storycountyasset.org>). Minutes shall be made public in accordance

with the Iowa Open Records law.

VIII. AGENCY REPRESENTATIVE

One Agency Representative may be selected by the Human Services Council, from ASSET funded agencies, to serve as a non-voting member of ASSET.

IX. COMMITTEES

A. Staff and committees shall have substantial responsibility for the operation of ASSET and for assisting the Volunteers. Committees may be established as follows:

1. The Administrative Team may form committees to identify issues, perform studies, and bring recommendations to ASSET.
2. ASSET may request committees to identify issues, perform studies, and bring recommendations to ASSET. Committee members may be appointed by the ASSET Chair.
3. A Funder may request formation of a committee and make recommendations to ASSET with respect to membership on such committee. The ASSET Chair may appoint the committee members.

X. DUTIES AND RESPONSIBILITIES OF ASSET

- A. To make annual allocation recommendations to the Funders for services provided by participating agencies. The recommendations shall be consistent with instructions and priorities received from each Funder;
- B. To set a timetable each year for the funding recommendation process;
- C. To organize hearings for agency presentations regarding their proposed budgets and program plans;
- D. To review services and code definitions as assigned to agencies for use in the budget and billing process;
- E. To meet with the Funders at least twice yearly. At these meetings each Funder has one vote. A majority of Funders constitutes quorum;
- F. To give timely reports on funding recommendation decisions to the Funders and to the agencies;
- G. To develop and maintain an index of services offered in Story County; (This index will be located in the ASSET Reference Manual for Volunteers and Agencies.)
- H. To perform any specific task that the Funders might request of ASSET.

XI. AGENCY PARTICIPATION

A. **ELIGIBILITY.** Agencies seeking funding eligibility must be serving clients within

the geographic area of Story County and shall meet the criteria outlined in the Application for ASSET Agency Participation.

- B. Agencies and services will be reviewed annually by ASSET, through the agency visit and budget process.
- C. Agencies shall annually provide financial reports in accordance with Generally Accepted Accounting Practices (GAAP). These reports shall be submitted within six months after the close of the Agency's fiscal year. Reports will meet the following guidelines:
 - 1. Agencies with an annual budget below \$100,000 must, at least, submit ~~six (6) hard copies, or one~~ an electronic copy of IRS Form 990 and a balance sheet prepared externally and independently to the ASSET Administrative Assistant.
 - 2. Agencies with an annual budget of \$100,000 or more must submit ~~six (6) hard copies, or one~~ an electronic copy of their full comparative audit and ~~six hard copies, or~~ an electronic copy of their IRS Form 990 to the ASSET Administrative Assistant.
- D. Agencies seeking eligibility to apply for funding through the ASSET process should fill out the application form called "Application for ASSET Agency Participation", shown as Appendix B to this document, and present verification of the stated criteria and all required attachments. All application documents shall be submitted to the Administrative Team.
- E. Agencies that have been in the ASSET process within the last three years are not required to submit a new application for participation, rather a New/ Expanded Service form can be submitted along with comparative financial audits for the years not in the ASSET process.
- F. The ASSET Administrative Team shall insure that the forms are complete and make recommendations to the Volunteers. The Volunteers will then approve or disapprove the recommendation.
- G. A written notification shall be sent to the Agency, stating its acceptance or the reason why it was not accepted.
- H. Approval of an applicant Agency does not guarantee a subsequent dollar allocation.
- I. Any Agency may request to be placed on the ASSET or Administrative Team agenda by contacting the Administrative Assistant.

XII. FUNDING PROCESS

- A. Each Agency requesting funding shall be assigned to one or more panel(s) by service area(s).
- B. Each Volunteer shall be assigned to only one panel and shall review the services

within that panel.

- C. The Administrative Team shall prepare the appropriate budget and reporting forms for the agencies to complete and make the forms available via the ASSET website.
- D. Agencies must submit completed budget and reporting forms for all approved services to ASSET by the date stated in the yearly ASSET calendar.
- E. Agencies must submit Board of Directors meeting minutes as requested by the Administrative Team or Administrative Assistant.
- F. The Administrative Team shall conduct an Agency training session on the date stated in the yearly ASSET calendar.
- G. Volunteers shall conduct Liaison visits to individual agencies as scheduled on the ASSET calendar.
- H. Hearings for agencies shall be conducted each year as scheduled on the ASSET calendar.
- I. Recommendations for allocations shall be made by ASSET to the Funders after the hearings and panel work sessions are completed.
- J. Information regarding the funding and rationale shall be provided to the agencies and their governing bodies after Funders' approval.
- K. If any Agency does not provide the required information, or provides information that is inadequate, incorrect, or not timely, ASSET shall make a report to the Funders that procedures were not followed and may recommend that funding be reduced, sequestered, or not allocated at all.
- L. ~~After completion of the funding process, the Volunteers shall refer information on unfunded or underfunded services, if any, to Boost Together for Children (Early Childhood Iowa Area Board), Decategorization Board, Community Partnerships for Protecting Children, United Way of Story County Grant Program, and any other potential funders of those services.~~
- L. ASSET agencies will collaborate and partner to provide services. The ASSET Administrative Team shall make a report to Funders if an agency does not make adequate efforts to coordinate services or respond to requests for information.

XIII. PLANNING PROCESS

ASSET shall provide a community forum to work constructively and cooperatively in addressing human services concerns. This may be achieved by, but is not limited to:

- A. Participating in studies and developing strategies that enhance the delivery of human services within the county;
- B. Collecting and evaluating facts that provide valid data for decisions on program needs, and effectiveness of current delivery;

- C. Evaluate the need for new or modified services and/or duplication of services.
- D. Promote and encourage collaboration among agencies for efficiencies.

XIV. CHANGES IN SERVICES

- A. Any new or existing ASSET Agency, providing services to Story County clients, that wishes to add new or expanded services, must report the changes to the ASSET Administrative Team. Changes that should be reported include increases in service beyond the normal expected growth, new or different services that have an impact on staffing, or services that result in new clientele.
- B. Agencies will report new and expanded services to the ASSET Administrative Team on the "Notification of New or Expanded Service" form, shown as ~~Addendum D~~ Appendix C to this document. The need for new or expanded services shall be identified and aligned with the Funder's priorities and the priority areas from the most recent Story County community assessment. The Administrative Team will review the information and determine if the service(s) meets criteria to be included in the ASSET funding process. The Administrative Team will inform the ASSET Board. This review and informing of ASSET is not a commitment of funding. If ASSET asks for additional information, a committee of Volunteers may be appointed to gather more information and report its findings to ASSET for further review.
- C. If an Agency is reducing or dropping a service, a letter should be submitted to the ASSET Administrative Team within thirty days of the Agency board's vote to drop or reduce a service.
- D. Service changes may occur any time during the funding year. If funding through ASSET is being considered, the ASSET Administrative Team should be notified of a new program by the date stated in the ASSET calendar.

XV. FUNDING APPEAL PROCESS. An Agency wishing to make an appeal may do so by following the individual Funders appeal process.

XVI. AMENDMENTS TO POLICIES AND PROCEDURES

- A. These Policies and Procedures shall be reviewed annually prior to the May ASSET Board meeting.
- B. Amendments to the Policies and Procedures may be proposed by a Volunteer, a Staff member, or a Funder.
- C. A proposed amendment shall require a majority vote of quorum of the ASSET Board to recommend such amendment to the Funders.

ADDENDUM A

~~STORY COUNTY DECATEGORIZATION / EARLY CHILDHOOD IOWA AREA BOARDS~~

~~The Story County Decategorization Board and the BooST Together for Children (Early Childhood Iowa Area Board) will provide ASSET with quarterly reports to update funders and community stakeholders.~~

ADDENDUM B APPENDIX A – APPLICATION FOR ASSET AGENCY PARTICIPATION

ASSET (Analysis for Social Service Evaluation Team)

CRITERIA FOR FUNDING ELIGIBILITY

Financial support through ASSET can be applied for by **human service agencies** that are serving clients within the geographic area of Story County and who meet the basic eligibility criteria. **Approval of an applicant agency does not guarantee a subsequent dollar allocation.** The allocation recommendation will be made on a service-by-service basis during the annual allocation process. To be considered for financial support, agencies must comply with the following requirements and provide supporting documents to demonstrate compliance:

- A. The agency must be a non-profit corporation or chartered as a local unit of a non-profit corporation that has an IRS section 501(c)(3) status or local, state, or federal government agency (i.e. formed by a 28E Agreement) that has a presence within and serves the people of the State of Iowa.
- B. The agency must have articles of incorporation, bylaws, or other documents, which clearly define its purposes and function.
- C. The agency must have an Equal Opportunity Policy that has been approved by its Board of Directors.
- D. The agency must have been incorporated and actively conducting business for at least one year at the time of the application.
- E. The agency must maintain in its budget and service a demarcation between any religious and other programs so that ASSET does not financially support religious purposes.
- F. The agency must demonstrate need and community support for the proposed service through letters of support, needs assessments, or other documentation.
- G. The agency shall be governed by a Board of Directors or Advisory Board who serve without compensation and who approve and oversee the implementation of the budget and policies of the agency.
- H. Agencies that offer the following services shall not be eligible for funding from ASSET Funders:
 - 1. Agencies that are primarily political in nature.
 - 2. Agencies that provide services limited to the members of a particular religious group.
 - 3. Agencies that exist solely for the presentation of cultural, artistic, or recreational programs.
 - 4. Basic educational program services considered the mandated responsibility of the public education system.

Agencies that have been in the ASSET process within the last three years are not required to submit a new application for participation, rather a New/ Expanded Service form can be submitted along with comparative financial audits for the years not in the ASSET process.

To apply as an ASSET Agency Participant, complete the Application for ASSET Agency Participation and send ~~six sets~~ of the request, including the documentation outlined in the application to: ASSET, P. O. Box 1881, Ames, IA 50010 or by email to storycountyasset@gmail.com.

Application for ASSET Agency Participation

A. Agency General Information

1. Legal name of agency _____
Address _____
Telephone _____
2. Executive Director _____
3. Date of incorporation _____ State of incorporation _____
4. Tax Identification Number _____ Agency Fiscal Year _____
5. Is your agency affiliated with a national and/or state organization? _____ If so,
name of national and/or state organization _____

Explain nature of affiliation and describe national and/or state organization's control over local administration and activities

Explain benefits of affiliation _____

6. What is your agency mission statement? _____

7. Governing Arrangements

How are members and composition of the governing body selected? _____

What is the governance role of the Board of Directors? _____

How do you ensure Story County representation? _____

8. Membership

Does your agency have a membership program? _____

If so, list membership categories and dues

Membership benefits _____

B. Agency Service Information

1. Geographic area served _____
2. Types of services _____
3. What population(s) do you serve?

Do you offer a sliding fee scale for your services? _____
4. Other agencies in Story County that provide similar services _____

5. Agencies in Story County with whom you collaborate _____

6. Agencies in Story County with whom you share referrals _____

C. Agency Accreditation and Licensing

Is your agency accredited? _____ If so, by whom? _____

For what length of time? _____
Describe agency and staff licensing and certification requirements: _____

D. Financial/Legal Information

If ASSET approves the application, your agency will be required to annually provide financial reports in accordance with Generally Accepted Accounting Practices (GAAP) as follows:

- Agencies with an annual budget below \$100,000 must submit an electronic copy of IRS Form 990 and a balance sheet prepared externally and independently, to the ASSET Administrative Assistant at storycountyasset@gmail.com within six months after the close of the agency's fiscal year.
- Agencies with an annual budget of \$100,000 or more must submit an electronic copy of their full comparative audit and an electronic copy of their IRS Form 990 to the ASSET Administrative Assistant at storycountyasset@gmail.com within six months after the close of the agency's fiscal year.

E. ASSET Information

1. Attach a complete description of the service(s) that your agency provides that you will be asking for funding from ASSET. _____

2. Using the enclosed Service Code List, tell us which service code(s) your service(s) fits into. _____

Checklist for supporting documentation:

- Letter of tax-exempt status from IRS
 - Articles of Incorporation, bylaws, or other documents which clearly define agency's purpose and function
 - Equal Opportunity Policy that has been approved by Board of Directors
 - If applicable, a statement describing how agency maintains a demarcation between any religious programs and other programs (ASSET does not fund programs designed for religious purposes)
 - Documentation of community support (letters of recommendation, needs assessments, etc.)
 - List of Board of Directors member names, professional affiliation, addresses, places of business
 - A copy of the current budget and the budget for the upcoming fiscal year, including all sources of income.
 - Statement of assets and liabilities and statement of income and expenses including all sources of funds for this budget
 - Agency Program Outline Form (one for each service your agency is requesting funding for)
-

ADDENDUM C APPENDIX B – SERVICE CODES

(Complete descriptions of each service code are in the ASSET Reference Manual)

Services are categorized into three panels: Education, Income, and Health.

Service Code #	Service Code Name	Unit of Service	Panel
1.01	Supported Employment for Mental Health or Developmentally Disabled	1 Staff Hour	Education
1.02	Advocacy for Social Development	1 Staff Hour	Education
1.03	Resource Development	1 Staff Hour	Education
1.04	Informal Education for Self-Improvement and Self-Enrichment	1 Client Contact	Education
1.05	Enclave Services	15 minutes	Education
1.06	Preschool	1 Day	Education
1.07	Youth Development and Social Adjustment	1 Client Contact / Day	Education
1.08	Employment Assistance for Youth	1 Staff Hour	Education
1.09	Out of School Program	1 Partial Day	Education
1.10	Family Development / Education	1 Client Hour	Education
1.11	Volunteer Management	1 Volunteer Hour	Education
1.12	Public Education and Awareness	1 Staff Hour	Education
2.01	Emergency Assistance for Basic Material Needs	1 Client Contact	Income
2.02	Day Care - Infant	1 Full Day	Income
2.03	Day Care - Children	1 Full Day	Income
2.04	Day Care - School Age	1 Partial Day	Income
2.05	Childcare for Mildly Ill Children	1 Partial Day	Income
2.06	Separated Families	1 Client Contact	Income
2.07	Transitional Living Services	1 day	Income
2.08	Emergency Shelter	1 24 Hour Period of Shelter and Food	Income

Service Code #	Service Code Name	Unit of Service	Panel
2.09	Correctional Services	1 Client Hour	Income
2.10	Legal Aid - Civil	1 Staff Hour	Income
2.11	Clothing, Furnishing and Other Assistance	1 Client Contact	Income
2.12	Disaster Services	1 Staff Hour	Income
2.13	Transportation	One Way Trip	Income
2.14	Budget / Credit Counseling	1 Client Contact	Income
3.01	Community Clinics	1 Clinic Hour	Health
3.02	Day Care - Adults	1 client Day	Health
3.03	In-Home Health Monitoring	1 person monitored per month	Health
3.04	Homemaker / Home Health Assistance	1 Hour	Health
3.05	Home Delivered Meals	1 Meal	Health
3.06	Congregate Meals	1 Meal	Health
3.07	Domestic Abuse Crisis and Support	1 Staff Hour	Health
3.08	Sexual Abuse Crisis and Support	1 Staff Hour	Health
3.09	Crisis Intervention	1 Contact	Health
3.10	Court Watch	1 Staff Hour	Health
3.11	Respite Care	1 Client Hour of Service	Health
3.12	In Home Nursing	1 Visit	Health
3.13	Service Coordination	1 Client Hour	Health
3.14	Activity and Resource Center	1 Client Hour	Health
3.15	In Home Hospice	1 day (24 hour)	Health
3.16	Substance Abuse or Co-occurring Disorder Treatment (Out Patient)	1 Client Hour	Health
3.17	Outpatient Treatment and Health Maintenance	1 Client Hour	Health

Service Code #	Service Code Name	Unit of Service	Panel
3.18	Supported Community Living Services	15 minutes or up to 1 24 Hour Day	Health
3.19	Special Recreation	1 participant per hour	Health
3.20	Day Habilitation Services	15 minutes or 1 Day	Health
3.21	Peer Support Services	1 Client Contact	Health

ADDENDUM D APPENDIX C – NOTIFICATION OF NEW OR EXPANDED SERVICE

ASSET

NOTIFICATION OF NEW OR EXPANDED SERVICE

****Please note that submission of this Notification does not automatically result in a commitment of funding from ASSET****

DATE: _____ AGENCY: _____

PROGRAM/SERVICE: _____

Provide a brief description of the new or expanded service and population to be served.

Describe how the need for this service was identified. Cite resources such as local needs assessment, surveys, etc.

Describe which funder(s) priority(ies) this service will meet. (May be more than one funder and/or more than one priority).

Is there new clientele to be served? If yes, how many?

~~Is this service currently provided by another agency? If so, describe the rationale for duplication.~~

What other agency provides this or any similar services in the community? How has the need for this service been identified in addition to the existing service(s)? Describe any partnership efforts with these agencies.

What outcomes will be measured? Describe methodology(ies) used to measure outcomes.

How would ASSET funds be used to support the service (scholarships/staff/direct service, etc)?

Describe what other funding sources are used to support the service.

What is the total budget for this service?

What percentage of the total service budget would requested ASSET funds support?

If this service is funded through a grant what is the amount and the duration of the grant?

Does the grant require a local cash match? _____ If yes, how much? _____

If there isn't funding through ASSET, what are the plans to provide and/or sustain the service?

The deadline for new/expanded service requests is ~~June 1st~~ May 24th.

Please submit this form by email to the ASSET Administrative Assistant at:
storycountyasset@gmail.com

ADDENDUM E APPENDIX D – CONFLICT OF INTEREST

Organization: Story County Analysis of Social Services Evaluation Team (ASSET)
Policy: Conflict of Interest Policy
Date Adopted: 4/10/03
Date Revised:

Story County ASSET and its voting members/staff persons, hereinafter referred to as “board” and “board members(s)”, agree to the following conflict of interest policy hereinafter referred to as “policy”, as adopted and revised as indicated above:

1. The policy will be adopted yearly at the first regularly scheduled board meeting following the start of the fiscal year. Each board member is to review and sign the policy at the first board meeting prior to voting on any matters before the board (if applicable).
2. A new voting board member/staff person will be required to review and sign the policy prior to voting as a board member (if applicable) at the beginning of their term and/or the first meeting of the fiscal year.
3. It is the duty of a voting board member/staff person to disclose a conflict of interest to the full board when a conflict arises. Disclosure may be made at any time to the ASSET Administrative Team; hereinafter referred to as “the Team”, who shall then notify the full Board. A record of the conflict of interest shall be made at the first regularly scheduled board meeting following disclosure.
4. A conflict of interest is defined in chapter 68B, Iowa Code. The Iowa Code defines conflict of interest as that which evidences an advantage or pecuniary benefit for the member and/or their immediate family not available to others similarly situated. A violation for a conflict of interest is punishable by both civil and criminal penalties in the State of Iowa.
5. A “potential” conflict of interest is defined herein. A potential conflict of interest is when a voting board member/staff person has reason to believe there may be a conflict of interest. This potential conflict shall be disclosed in the same manner as a conflict. If, in the opinion of the Team, the circumstances meet the definition of a conflict of interest the matter shall then be disclosed to the full board and a record shall be made at the next regular meeting.
6. A voting board member/staff person with a conflict of interest shall not vote or use their personal influence with any board member on the matter in conflict.

I agree by my signature below that I have read the above Story County ASSET Conflict of Interest Policy and understand it and will abide by the terms and conditions as stated herein.

Date: _____

Signature: _____

ASSET

*Analysis of Social Services Evaluation Team
P.O. Box 1881 • Ames, IA 50010*

MEMO

To: ASSET Joint Funders
From: ASSET Staff
Date: May 13, 2019
Subject: Themes and Next Steps from May 1 ASSET Joint Funder Meeting

The ASSET Joint Funders met to discuss their expectations and vision for ASSET on May 1st. After the meeting, ASSET staff met to review the themes that emerged and propose next steps. The themes from the discussion consisted of the following:

1. **Limitations of ASSET Funding**
ASSET funding should be used as a source of last resort, and should not be the primary source of funding for an agency or service. It should not replace lost grants or reduced state/federal funds. ASSET funds should support existing services before being used for new proposals, but should only go to existing services if the service continues to be justified.
2. **Integrate an Assessment into the Process to Guide ASSET Decisions**
Use an assessment to identify the needs in the community, develop funder priorities, make funding decisions, and establish outcomes. This assessment would provide a common set of data for funders and agencies to make decision. It could be a new or existing assessment process (e.g., Five-Year Community Health Needs Assessment conducted by the Story County Quality of Life Alliance). There would be less emphasis on anecdotal evidence from the agencies in the future.
3. **Establish Shared Funder Priorities**
Using a common needs assessment, funders could establish shared priorities, or priorities that use a common set of language.
4. **Establish Core Services and Supplemental Services**
Certain services are of utmost importance to the funders. These services could form a core set of services which do not vary from year-to-year, while funders could also identify supplemental services that may be more dynamic from year-to-year. This is similar to how Central Iowa Community Services (CICS) distinguishes its services.
5. **Establish Shared Outcomes**
Funders can use the shared priorities to guide decisions about outcomes that should be measured and achieved.



Story County Planning and Development

Administration Building
900 6th Street, Nevada, Iowa 50201
Ph. 515-382-7245 www.storycountyiaowa.gov

MEMORANDUM

Date: May 22, 2019
TO: Story County Board of Supervisors
FROM: Jerry Moore, Story County Planning and Development Director
RE: R. Friedrich and Sons Inc. and Friedrich Land Development Company

R. Friedrich and Sons Inc. and Friedrich Land Development Company proposes to voluntarily annex three parcels located adjacent and south of Cameron School Road and George Washington Carver in Section 20 of Franklin Township, containing approximately 103.43 total acres. The properties are located in the Ames Urban Fringe Plan (AUFPP) area and are designated Urban Residential in the Urban Service Area. According to AUFPP policies, Urban Residential areas may be annexed and developed under City standards. Urban Residential designation permits minimum average net residential densities ranging from 3.75 to 10 units per acre. The City of Ames hosted a consultation meeting on the requested voluntary annexation on May 1, 2019. A concept drawing prepared by the property owner's engineer of the three properties shows a mix of possible uses consisting of single-family and higher density housing in addition to commercial and other uses near the intersection area. Because the area of the annexation is not located within a planned City Allowable Growth Area, the developer will be required to extend city utilities to the properties. Possible improvements to adjacent roads and the intersection are currently being discussed with City and County staff and officials. State law requires the boundary of the requested voluntary annexation area to extend to the center of both roads. According to the County Engineer, the current 28E agreement between the County and Ames requires the County to remove snow and ice on George Washington Carver, north of Weston Drive. Future maintenance of areas of the road right-of-way annexed would be the responsibility of the City of Ames. It is anticipated the 28E Agreement will be revised with this voluntary annexation request.

The Ames City Council will address this item at a future meeting. State law requires Ames to send notice to the Board of Supervisors, City of Gilbert, and public utilities 14 days before the Ames City Council acts on the voluntary annexation. Notice is also required to be published 10 business days prior to Ames City Council action. The City Development Board acts on the voluntary annexation and its complete when the City Development Board has filed and recorded copies of applicable portions of proceedings required under section 368.20 (1) (b) of the Code of Iowa.

The AUFPP amendment request that included the Friedrich three properties that included the request for a commercial node, and the adjacent properties (including Borgmeyer, The Irons & Ames Golf & Country Club) to generally change the land use designation to Urban Residential for the other properties was approved by the Board of Supervisors, subject to a traffic study on November 14, 2017. The AUFPP amendment was a required step in the annexation process. Consequently, resolution #19-117 is written to support this Friedrich voluntary annexation request.

Please return to:
Auditor

**STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NO. 19-117**

WHEREAS, there has been submitted to the Board of Supervisors for Story County, Iowa, a copy of an application for the R. Friedrich and Sons Inc. & Friedrich Land Development Company Voluntary Annexation into the City of Ames regarding real property (3 parcels totaling 103.43 acres) located adjacent to Cameron School Road and George Washington Carver, currently situated in unincorporated Story County, Iowa, and located within the Ames Urban Fringe Plan (AUFPP) and designated Urban Residential in the Urban Service Area on the Land Use Framework Map, a copy of which the annexation plat and related maps are attached hereto and by this reference made a part hereof, consisting of three parcels of land comprising 100 percent of the total territory proposed for voluntary annexation as identified below, and;

Applicant	Number of Parcels and Parcel Identification Number
R. Friedrich and Sons Inc	1 parcel - 30.87 acres
Friedrich Land Development Company	1 parcel – 32.56 acres
Friedrich Land Development Company	1 parcel – 40 acres

WHEREAS, Attachment "A" identifies the parcels and legal descriptions of the three properties; and

WHEREAS, Attachment "B" is a map that illustrates the total territory for which the City is contemplating annexation; and

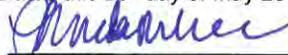
WHEREAS, Attachment "C" is a map that illustrates the location of the three properties in reference to the City of Ames' Allowable Growth Areas map; and

WHEREAS, the members of this Board of Supervisors previously supported a proposed Ames Urban Fringe Plan Map Amendment to the Urban Residential designation on November 14, 2017 that included adjacent properties to the three parcels identified above, a required step prior to annexing land located in the AUFPP area into the City of Ames; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Story County, Iowa, that its records shall reflect that the Board of Supervisors supports the proposed voluntary annexation; and

BE IT FURTHER RESOLVED that a copy of this Resolution #19-117 shall be forwarded to the City Clerk of the City of Ames, Iowa.

Dated this 28th day of May 2019.



Board of Supervisors
Story County, Iowa



County Auditor
Story County, Iowa

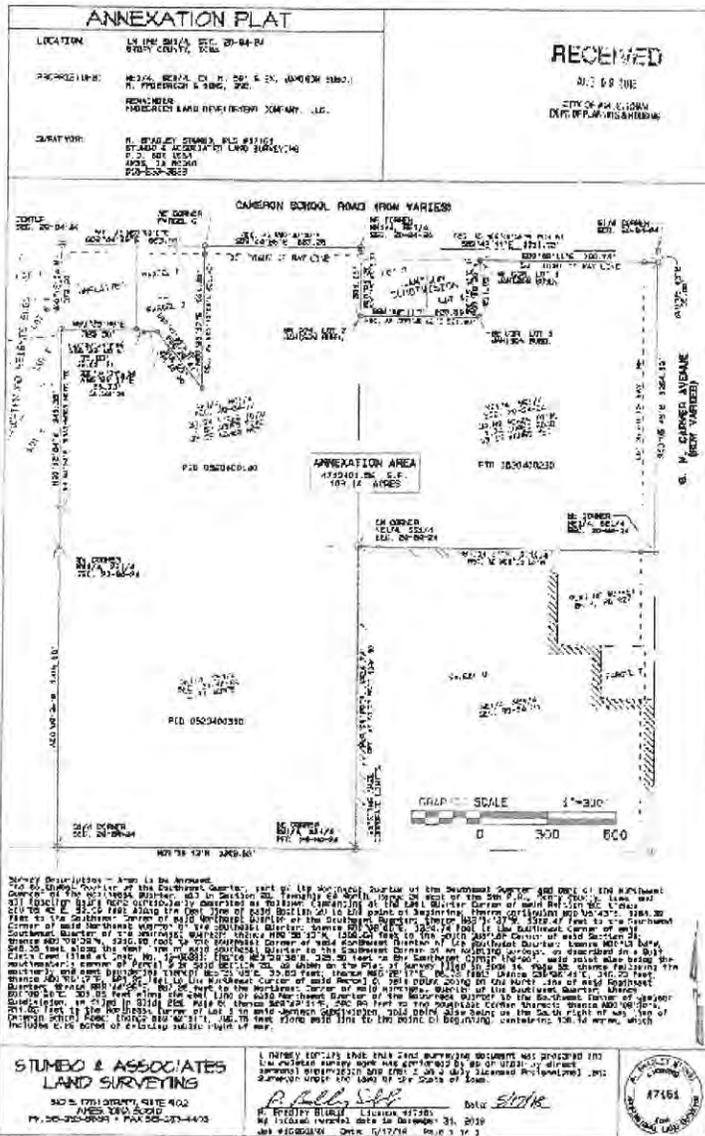
Moved by: Sanders

Seconded by: Murken
Voting Aye: Sanders, Murken
Voting Nay: None
Absent: Lauris Olson

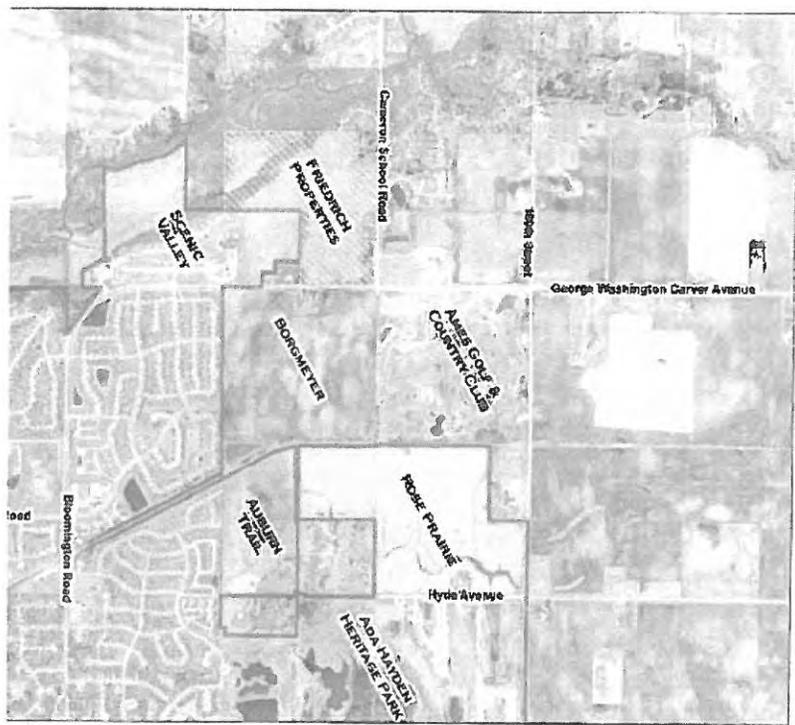
Chairperson declared this Resolution #19-117: **ADOPTED AND APPROVED.**

ATTACHMENT "A"

R. Friedrich and Sons Inc. & Friedrich Land Development Company) 103.43 acres:

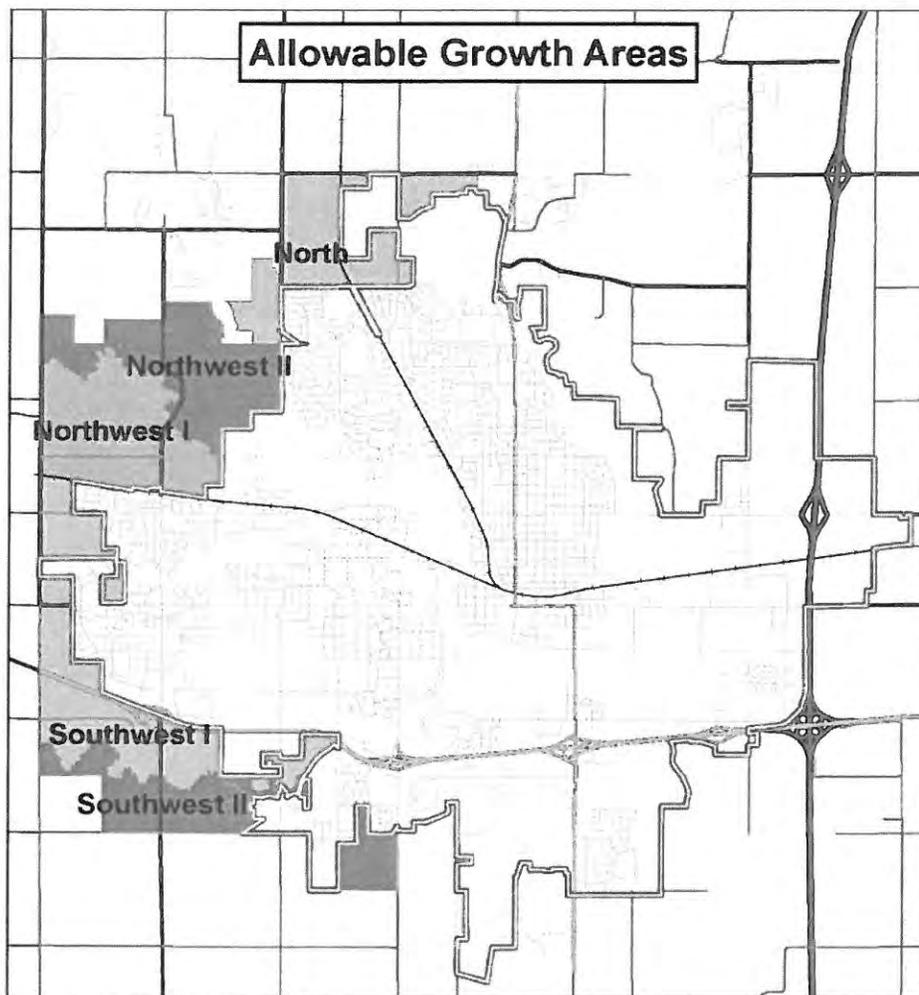


ATTACHMENT "B"



ATTACHMENT A: LOCATION MAP

Attachment "C"





RECEIVED

APR 25 2019

STORY COUNTY
BOARD OF SUPERVISORS

April 22, 2019

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

Franklin Township Trustees:

Thomas Hackett
5203 Valley Road
Ames, IA 50014

Franklin Township Clerk
Mary J Buchman
310 School Street
Gilbert, IA 50105

Arthur Fleener
3741 Mathews Road
Ames, IA 50014

Doug Moore
4393 Purvis Lane
Ames, IA 50010

RE: Consultation on Annexation to the City of Ames for properties located in Franklin Township, Story County, Iowa.

Dear Story County Supervisors and Franklin Township Clerk and Trustees:

The City of Ames invites you to a consultation for the annexation of territory on Wednesday, May 1, 2019, at 2:30 p.m. in Room 135 of the Ames City Hall at 515 Clark Avenue. *Code of Iowa* Section 368.7(1)(b)(1) allows for the Board and Trustees to attend as a whole or to designate one of its own members as a representative to attend. I have been designated by the City Council to serve as their representative to this meeting.

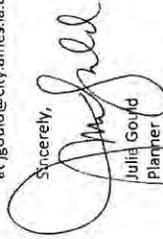
The purpose of the consultation is to identify any issues that might be of concern and for you to provide any relevant information. Within seven business days following the consultation, the Supervisors and Trustees may make written recommendations for modification to the proposed annexation. Within 30 days of the consultation, the Supervisors shall pass a resolution stating whether or not it supports the application or whether it takes no position in support or against the application. *Code of Iowa* Section 368.7(b) describes the roles of the Trustees and Supervisors related to annexations.

The City of Ames has received petitions for voluntary annexation for territory north of Ames at southwest corner of the intersection of George W Carver Avenue and Cameron School Road. The annexation was initiated by requests from the property owner, R. Friedrich and Sons Inc. (1 parcel) and Friedrich Land Development Company (2 parcels). There are a total of three parcels

for which annexation is sought comprising of 103.43 acres. I am enclosing copies of the annexation petition and a map of the total territory which the City seeks to annex.

Please let me know by April 30, 2019 if you plan to be present at the consultation and, if so, who will be in attendance. Please feel free to contact me if you have any questions. I can be reached at jgould@city.ames.ia.us or 515-239-5443.

Sincerely,



Julia Gould
Planner

CC (w/ maps only):

- Diane Voss, City Clerk
- Mark Lambert, City Attorney
- Jerry Moore, Stony County
- Sonia Arellano Dodd, City Clerk Gilbert
- Kurt Friedrich, Friedrich Land Development Company
- Scott Renaud, FOX Engineering Associates

RECEIVED

AUG 09 2018

CITY OF AMES, IOWA
DEPT. OF PLANNING & HOUSING

Voluntary Annexation Petition Application Form

(This form must be filled out completely before your application will be accepted.)

Effective Date: February 3, 2014

1. **Property Address** for this Voluntary Annexation or a Description of the General Location if an Address has not been assigned: _____
Addresses have not been assigned.
Story County Parcel ID Numbers 0520400310, 0520400140, and 0520400230

2. **Legal Description** (attach, if lengthy). See attached annexation plat. _____

4. **Property Owner:** Kurt Friedrich
Business: R. Friedrich & Sons Inc. (Muench parcel) and Friedrich Land Development Company (Dankbar properties)
Address: 100 6th Street, Ames, Iowa 50010 (Street) (City) (State) (Zip)
Telephone: NA 515-956-1546 email kfriedrich@friedrich-realty.com (Home) (Business) (Fax)

Please attach separate sheets for each Property Owner and Legal Description.

5. **Applicant:** Same as property owner. _____

Business: _____
Address: _____ (Street) (City) (State) (Zip)
Telephone: _____ (Home) (Business) (Fax)

6. **Contact Person:** Scott Renaud
Business: FOX Engineering Associates
Address: 414 S. 17th Street, Suite 107, Ames, Iowa 50010 (Street) (City) (State) (Zip)
Telephone: 515-233-0000 (Home) (Business) (Fax)
E-mail address: srenaud@foxeng.com

Effective Date: February 3, 2014

- If the annexation comprises 100 percent of consenting owners and does not lie within two miles of another incorporated city, only approval by the Ames City Council is needed. If the annexation is between 80 and 100 percent (by land area) of consenting owners or if the annexed territory lies within two miles of another incorporated city, the City Development Board must approve the annexation following approval by the Ames City Council.
- Upon annexation, the annexed territory will receive a designation on the Land Use Policy Plan Map that is consistent with Appendix C, Section VII of the Land Use Policy Plan. Also, upon annexation, the annexed territory will be zoned Agriculture.

Note: The City Council is not obligated to annex the subject property.

File Voluntary Annexation Petition with:

Clerk's Office
Room 238, City Hall
515 Clark Avenue
Ames, Iowa 50010

The filing fee is required at the time the application is submitted. The amount of the filing fee is available from the Department of Planning and Housing.

**IF YOU HAVE ANY QUESTIONS WHILE COMPLETING THIS APPLICATION,
PLEASE CONTACT THE DEPARTMENT OF PLANNING AND HOUSING,
OR, THE CITY CLERK'S OFFICE.**

Department of Planning and Housing: 515-239-5400/515-239-5404 FAX
E-mail: planning@city.ames.ia.us

City Clerk's Office: 515-239-5105/515-239-5142 FAX

Effective Date: February 3, 2014

Signature Page

I (We) certify that I (we) am (are) familiar with applicable state and local codes and ordinances, the procedural requirements of the City of Ames and have submitted all the required information.

Legal Description: _____
Reference attached Annexation Plat

Signed by: Kurt Friedrich President R. Fournier & Sons & Assoc. # Land Co.
Property Owner(s) Date: 8-15-18

Kurt Friedrich
Print Name(s)
(Note: No other signature may be substituted for the Property Owner's Signature.)

State of Iowa
County of Story

Signed and sworn to (or affirmed) before me on Aug. 15, 2018
by Diane R. Voss (name of person(s))

Diane R. Voss (signature of Notary Public)
[Notary seal here]



Please attach additional Signature Pages for the notarized signature of all consenting Property Owner and Contract Buyer (if any). Original signatures for all consenting Property Owners and Contract Buyers (if any) must accompany this application

* If a limited liability corporation, association, trust, non-profit organization, or any other legal entity owns the property proposed for voluntary annexation, an agent or agents responsible for the affairs of the legal entity must sign the application as the property owner(s). It must be noted that the assignee(s) is (are) acting on behalf of the legal entity. In addition, documentation, such as incorporation documents, must be included that show the assignee's (assignees') authority to act on behalf of the legal entity. If the property owner is a religious institution, a written explanation must be provided on the institution's letterhead that the person(s) signing the application can act on behalf of the institution. One or more established leaders of the religious congregation must also attest to the letter.

Voluntary Annexation Petition Checklist

(This form must be filled out completely and the required information must be attached to this form before your application will be accepted.)

The following information is required as part of the submittal of a Petition for Voluntary Annexation:

- A **Legal Description** of the each property proposed for annexation, including the amount of land to be annexed. *(Please attach.)*
- A **Plat** that includes the following:
 - Boundaries of the property proposed for annexation, drawn to scale with North indicated. If the Voluntary Annexation request includes non-consenting owners needed to avoid creating an island or to create more uniform boundaries (as allowed by Chapter 388.7(1)(a) of the Code of Iowa), these must be included in the Plat. The Plat shall indicate which parcels are owned by consenting and which are owned by non-consenting owners.
 - The Plat must show the relationship of the subject property(ies) to the existing corporate limits. (For recording purposes, the County Recorder's office requires that the City of Ames corporate limits be clearly shown and labeled as "City of Ames Corporate Limits.")
 - The Plat must be prepared by a licensed professional surveyor. A previously prepared plat of survey or subdivision plat is acceptable.
 - If the Voluntary Annexation request is within 2 miles of another city, the plat document must have the following notation on the Annexation Plat:
"WITHIN TWO MILES OF _____ City of Gilbert _____ City's name)"



Effective Date: February 3, 2014

Voluntary Annexation Petition
Permission to Place a "Zoning Action Pending" Sign
on Private Property

(This form must be filled out completely before your application will be accepted.)

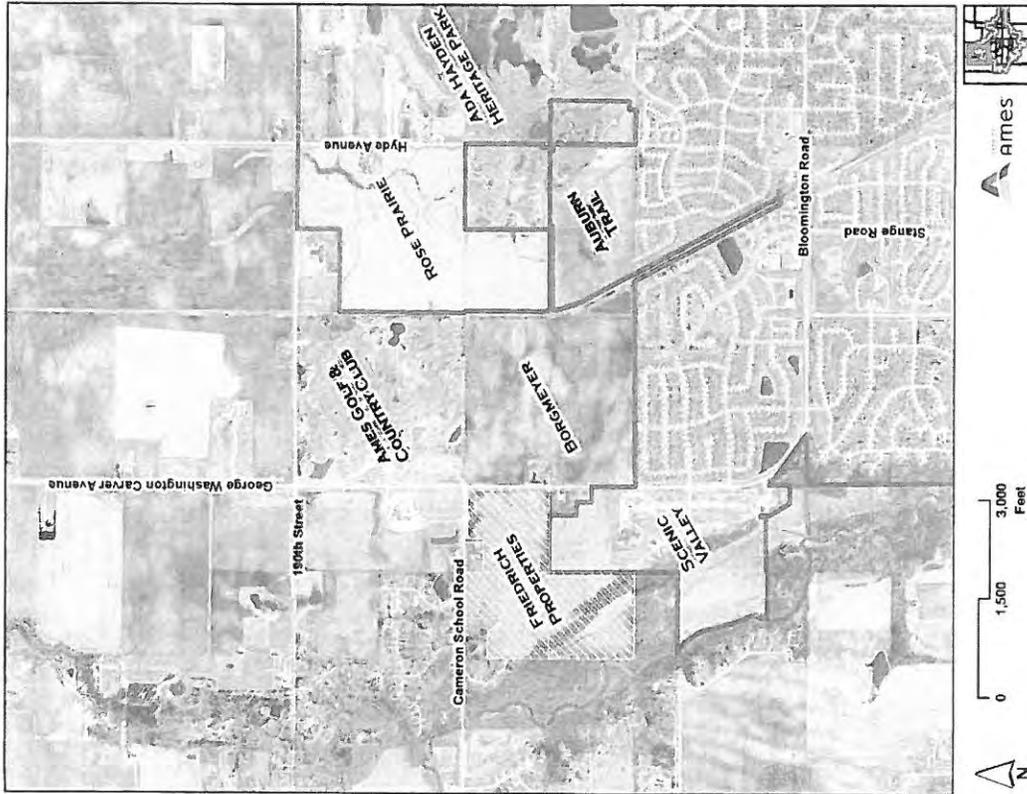
Section 29.1500(2)(d)(iii) of the Zoning Ordinance, requires that **notice shall be posted by the City on the subject property**. One notice sign shall be posted for each property. Required signs shall be posted along the perimeter of the subject property in locations that are highly visible from adjacent public streets **prior to the public hearing**.

The owner of property at Dankbaar/Muench hereby grants the City of Ames permission to place "Zoning Action Pending" signs on the property for the purpose of informing interested persons of the request for action by the City of Ames.

I understand that the signs will be placed on the property several days prior to action on the request by the Planning and Zoning Commission or the City Council, and may remain on the property until the request has been approved or denied by the City.

Signed by:  Date: 8-15-18
Property Owner Kurt Friedrich
(Note: No other signature may be substituted for the Property Owner's Signature.)

ATTACHMENT A: LOCATION MAP



**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF AMES, IOWA
AND STORY COUNTY, IOWA
REGARDING THE HEALTHY LIFE CENTER**

WHEREAS The City, Story County, Heartland Senior Services, and Mary Greeley Medical Center have been working together over the last three years to develop the concept of the Healthy Life Center that will help achieve the life-long goal of making healthy living accessible and enjoyable to people of all ages and socio-economic status,

WHEREAS the City of Ames has agreed to construct, own, and manage the Healthy Life Center; and,

WHEREAS the Healthy Life Center will help all employers in Story County recruit and retain employees, reduce health care costs, and improve the overall health of everyone who lives within Story County; and,

WHEREAS, Story County sees benefit to the residents of the county by participating in and supporting the Healthy Life Center; and,

WHEREAS user fees alone will not support the annual operating costs of the Healthy Life Center;

NOW Therefore, the City of Ames and Story County agree to the following on this 25th day of May, 2019:

OBLIGATIONS OF STORY COUNTY

Story County will have the following obligations:

1. Story County (hereinafter County) will pay to the City of Ames (hereinafter City) \$2,000,000 towards the construction and equipping of the Healthy Life Center. The obligation to pay \$2,000,000 will be incurred only if City Council enters into a contract to proceed with the construction of the Healthy Life Center. Payments from the County to the City will be as follows:
 - a. \$666,666 on July 1, 2020, or 30 days after the City enters into a contract to proceed with construction of the Healthy Life Center, whichever comes later
 - b. \$666,667 on July 1, 2021
 - c. \$666,667 on July 1, 2022

2. The County will pay an annual amount for operating expenses of the Healthy Life Center. The payment from the County to the City will be as follows:
 - a. The first payment will be \$100,000 and due 30 days following the opening of the Healthy Life Center.
 - b. For each succeeding fiscal year (July 1 to June 30) in which the Healthy Life Center is in operation, the annual payment due to the City will be increased by 3% from the previous year. (For example: Year 1=\$100,000, Year 2= \$103,000, Year 3=\$106,090, Year 4=\$109,273, etc.).
 - c. These succeeding annual payments will be due each year from the County to the City by the first day of October of each year.

OBLIGATIONS OF THE CITY

3. The City will construct, own, and manage the Healthy Life Center.
4. All non-Ames residents that reside within Story County will be charged in accordance with the same fee schedule that is applied to Ames residents for use of the facility. This constitutes part of the consideration obtained by the County for contributing to the construction and ongoing operation costs.

DURATION OF THE AGREEMENT

5. This agreement will endure for 25 years after the date the Healthy Life Center opens to the public. The agreement may also be terminated at any time by mutual agreement of the parties. In addition, the agreement will terminate should the City fail to construct the Healthy Life Center. After this initial term, the agreement can be extended or renegotiated by mutual consent of the parties. However, once the agreement is terminated, the City will no longer be required to fulfill the obligation under paragraph 4.

The parties hereby agree to the above:

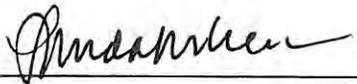
CITY OF AMES, IOWA

By: _____
John A. Haila, Mayor

Date: _____

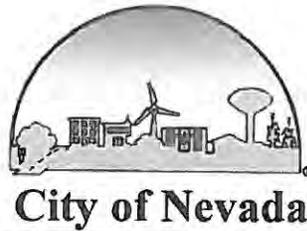
Attest by: _____
Diane R. Voss, City Clerk

STORY COUNTY

By:  _____
Linda Murken, Chair
Story County Board of Supervisors

Date: 5/28/19

1209 6th Street
P.O. Box 530
Nevada, IA 50201



Matthew Mardesen
City Administrator

Phone: (515) 382-5466
Fax: (515) 382-4502
mmardesen@cityofnevadaiaowa.org

April 26, 2019

Story County Board of Supervisors
900 6th Street
Nevada, Iowa 50201

RECEIVED

APR 30 2019

STORY COUNTY
BOARD OF SUPERVISORS

RE: Funding Request for South D Avenue RISE Paving Project

Dear Chair Linda Murken,

I would like to present the Story County Board of Supervisors with a request for consideration for funding in the amount of \$60,000 for the South D Avenue RISE Paving Project as part of the Burke Corporation expansion within the City of Nevada.

Burke Corporation

In September of 2018, Hormel Foods Corporation announced a major expansion of the Burke Corporation manufacturing facility in Nevada. Burke Corporation is one of the leading providers of pizza toppings and other fully cooked meat products in the foodservice industry. The new 210,000 square-foot expansion is one of the largest in the company's history, adding to the current 225,000 square feet production facility. The expansion would add approximately 210 new quality jobs in addition to the current 350 team members in Nevada.

South D Avenue Paving Project

The City of Nevada began planning for the South D Avenue Paving Improvement Project as part of the Burke expansion. The South D Avenue Paving Project would be approximately 948 feet from 11th Street to 14th Street with a 31' wide concrete surface with a turn lane at South D Avenue and 11th Street. The project also includes storm water intakes and drainage improvements. The City of Nevada retained HR Green Inc. to design the paving project for submission to the Iowa Department of Transportation RISE Grant Program. The estimated total project cost is \$626,815 so the City of Nevada would be responsible for twenty-percent of the total cost at approximately \$125,363.

Request to Story County Board of Supervisors

The City of Nevada respectfully seeks the financial support from the Story County Urban Renewal (TIF) Fund in the amount of \$60,000 to assist in funding the twenty-percent RISE Grant match requirement for the South D Avenue Paving Project.

On behalf of the City of Nevada, I thank you in advance for your consideration and support of the Burke Expansion Project as this project will provide years of economic growth for much of Story County.

Sincerely,


Matthew Mardesen
Nevada City Administrator



1913

Herschell-Spillman Carousel

CITY OF STORY CITY

504 Broad Street
Story City, IA 50248
515.733.2121
www.cityofstorycity.org

RECEIVED

APR 29 2019

STORY COUNTY
BOARD OF SUPERVISORS

To: Story County Board of Supervisors
From: Mark A. Jackson, City Administrator *maj*
Re: Funding Request for Auestad Avenue Extension
RISE Project
Date: April 26, 2019

Presented for consideration is a request from the City of Story City for funding on the amount of \$27,000 for the Auestad Avenue Extension RISE Project.

M.H. Eby, Inc.

M.H. Eby, Inc. is an industry-leading and highly respected brand operating seven manufacturing and regional offices across five states including a manufacturing operation in Story City, Iowa. This 45,000 square foot facility opened in 2005 and manufactures Bull Ride and Trans Pork punch panel livestock semi-trailers. Eby is a family-owned and operated and their trailers and truck bodies can be found on farms, at commercial operations, and traveling rural roads and highways throughout North America.

Eby is expanding their manufacturing, distribution, service, and sales capacity in Story City, Iowa. The project will center around three distinct expansion opportunities:

1. Expansion of existing product lines.
2. Introduction of a new product line.
3. Expansion of product line from Eby's east coast operation.

The project involved expanding the existing Story City facility by 40,930 square feet. As the existing facility is expanded for manufacturing, the service and sales aspects of Eby will be relocated to a new 22,020 square foot facility east of the existing facility. Eby has a current employment base of 97 and proposes to create

64 new jobs within three years. In addition, the expansion will require a capital investment of approximately \$7.2 million.

Auestad Avenue Extension

Auestad Avenue will be extended 350 feet south to the southern edge of the proposed Eby expansion. In conjunction with this roadway extension will be the extension of water main, storm sewer, and other required utilities. Part of the City's previous investment was the extension of sanitary sewer through this area.

The estimated total infrastructure cost is \$298,360. The City has been awarded an Immediate Opportunity RISE grant from the Iowa Department of Transportation in an amount not to exceed \$172,161.

The City's RISE eligible match is estimated at \$54,873 and the Non-Eligible cost is \$71,326 for a total City cost estimated at \$126,199.

Request to Story County Board of Supervisors

The City of Story City respectfully requests an allocation from the Story County Urban Renewal (or TIF) Fund in an amount of \$27,000 for the Auestad Avenue Extension RISE Project.