

The Board of Supervisors met on 6/11/19 at 10:00 a.m. in the Story County Administration Building. Members present: Linda Murken and Lauris Olson, with Murken presiding. (all audio of meetings available at storycountyia.gov) **BID OPENING FOR HICKORY GROVE BEACH HOUSE REPLACEMENT** – Mike Cox, Conservation Director opened a bid from the following: Vieco Development & Construction Co, St. Joseph, Missouri, addendum acknowledged, bid bond included, and total bid \$291,459.00. Cox stated Conservation will review the bid and return to the Board with a recommendation.

BOONE STORY TOGETHER FOR CHILDREN (BOOST) ANNUAL REPORT – Marion Kresse, Area Director, reported on the renewal of the fiscal agent agreement with Story County; he recommends approval. Kresse reported on various services, contracts, childcare shortages, and working with Iowa State University to create a statewide comprehensive database.

STORYTIME CHILDCARE CENTER ANNUAL REPORT – Jayne Underhill, Director reported on sliding scale fees, years of service, successes, openings, and upcoming improvements.

MINUTES: 6/4/19 Minutes – Olson moved, Murken seconded the approval of Minutes as submitted. Motion carried unanimously (MCU) on a roll call vote.

PERSONNEL ACTIONS: 1) new hire, effective 6/5/19, in a) Conservation for Greg Bolhous @ \$11.25/hr; b) effective 6/12/19, Secondary Roads for Joseph Halverson @ \$13.00/hr; 2) pay adjustment-correction, effective 6/5/19, Secondary Roads for Dillon Sanders @ \$14.00/hr; 3) promotion, effective 6/9/19, in Secondary Roads for Brad Tendall @ \$21.34/hr. Olson moved, Murken seconded the approval of Personnel Actions as presented. Roll call vote. (MCU)

CLAIMS: 6/13/19 Claims of \$970,213.92 (run date 6/07/19, 32 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 (\$5,055.97), Holding-Seized Funds (\$2,999.00), BooSt School Ready Services (\$30,466.63), BooSt Early Childhood (\$11,397.48), Emergency Management (\$1,019.77), E911 surcharge (\$2,755.23), County Assessor (\$10,714.56), Ames City Assessor (\$52,460.80). Olson moved, Murken seconded the approval of Claims as presented. Roll call vote. (MCU) Olson moved, Murken seconded approval of the Consent Agenda as presented.

1. Renewal Agreement between Story County and BooSt Early Childhood Iowa for FY20 Fiscal Agent Agreement, effective 7/1/19-6/30/20
2. Story County Economic Development Group minutes from 10/25/18-1/24/19
3. Renewal Application for Permit to Use or Explode Display Fireworks for Robert Vespestad, 50905 310th Street, Slater, Iowa, on 7/17/19, with rain date on 7/20/19
4. Renewal of Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor License for Ames Golf and Country Club, 5752 George Washington Carver Avenue, Ames, Iowa, effective 7/1/19-6/30/20
5. Service Agreement between Iowa Multisport and Story County Sheriff's Office, effective 6/30/19, for \$65.00 per hour per deputy with a minimum of two deputies
6. Renewal Fees between Story County and Solutions, Inc. for software support, effective 7/1/19-6/30/20, for \$25,200.00
7. Contract with Brush and Weed Control Specialists for brush control not to exceed \$50,104.00
8. AutoCAD Maintenance Renewal Agreement with DLT Solutions for \$6,272.00, effective 6/1/19-5/31/21
9. FY20 Agreement with Gatehouse Media Iowa for two publications of *Our Story* in the *Story County Sun* in an amount not to exceed \$7,125.00, effective through 6/3/20
10. Resolution #19-125, authorizing support for the Nevada Main Street Iowa Program
11. Change Order #99 between Boulder Contracting, LLC and Story County Conservation Board for the Tedesco Environmental Learning Corridor (TELC) Bid Package No. 2 for \$11,805.00
12. Sheriff's Office purchase of a replacement command center PC for \$5,300.00, including installation labor (un-budgeted)
13. Resolution #19-121, Setting a Date and Time for Public Hearing for 6/18/19, for First Consideration of Ordinance No. 283 Amending Certain Boundaries of the Official Zoning Map of Story County Iowa – Westwood Center Partners LC Rezoning and Resolution #19-122 Cornerstone to Capstone Future Land Use Map Amendment
14. Road Closure Resolution: #19-52
15. Utility Permit: #19-60

Roll call vote. (MCU)

REQUEST TO ENGAGE THE TRUST FOR PUBLIC LANDS FOR TECHNICAL ASSISTANCE IN IDENTIFYING POTENTIAL SUSTAINABLE FUNDING MEASURES FOR LAND AND WATER CONSERVATION – Mike Cox, Conservation Director, reported on the request for assistance in reviewing options for conservation sustainable funding, State funding is inadequate, and other funding options need to be found. Cox reported on how the request fits with Conservation's strategic plan. A letter of support is requested. Mark Ackleson, Consultant, and Jim Pease, Member, Conservation Board, provided additional background. Discussion took place. Cox agreed to return at a later date. Murken asked about expected return date. Cox replied a couple of weeks.

ACKNOWLEDGE RECEIPT OF 2019 URBAN RENEWAL AREA (URA) PROJECT APPLICATIONS – Leanne Harter, County Outreach and Special Projects Manager, reported on received applications. Discussion took place. Olson moved, Murken seconded to acknowledge receipt of applications. Roll call vote. (MCU) Olson moved, Murken seconded to ask the Civil Attorney for an opinion to accept the Collins application as a valid application. Roll call vote. (MCU)

DIRECTOR OF EXTERNAL OPERATIONS AND COUNTY SERVICES VACANCY – Alissa Wignall, Internal Operations and Human Resources (HR) Director, reported on the upcoming vacancy and her draft of related discussion items. Wignall asked the Board about its interim plan. Olson stated key functions will be assigned to Wignall in the interim with the Board assisting. Wignall clarified the Board does not plan to appoint an interim replacement. Olson moved, Murken seconded to assign the duties of the External Operations and County Services position to Wignall for the duration of the vacancy. Roll call vote. (MCU) Wignall asked about the job description. Olson stated she has changes. Murken stated she has given her comments to Wignall. Wignall reported on her recommendation for posting, applicant review, and interviewing. Discussion took place.

RESOLUTION #19-115, D AND R OSHEIM SUBDIVISION, RESIDENTIAL PARCEL SUBDIVISION – Amelia Schoeneman, County Planner, reported on the property, the applicant, surrounding land use, proposed subdivision, and relevant regulations. Following staff analysis, she recommends approval under alternative one. Olson moved, Murken seconded the approval of Resolution #19-115, D and R Osheim Subdivision, Residential Parcel Subdivision as presented. Roll call vote. (MCU)

INFORMATION TECHNOLOGY (IT) QUARTERLY REPORT – Barbara Steinback, Director, reported on projects, networks, phone system improvements, multi-agency projects, hardware replacement, and policies.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: Murken reported on StoryComm meeting, the Department Heads/Elected Officials meetings, upcoming Vacancy Committee meeting, Water Assessment meeting, and the Hope Run on Saturday. Olson reported on the Board of Health meeting.

Olson moved, Murken seconded to adjourn at 11:24 a.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Agenda
6/11/19

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. Bid Opening For Hickory Grove Beach House Replacement - Mike Cox

Department Submitting Conservation

5. AGENCY REPORTS:

- I. BooST Annual Report - Marion Kresse

Department Submitting Auditor

Documents:

BOOST.PDF

- II. Storytime Childcare Center Annual Report - Jayne Underhill

Department Submitting Auditor

Documents:

STCC.PDF

6. CONSIDERATION OF MINUTES:

- I. 6/4/19 Minutes

Department Submitting Auditor

7. CONSIDERATION OF PERSONNEL ACTIONS:

- I. Action Forms

1)new hire, effective 6/5/19, in a)Conservation for Greg Bolhous @ \$11.25/hr; b) effective 6/12/19, Secondary Roads for Joseph Halverson @ \$13.00/hr; 2)pay adjustment-correction, effective 6/5/19, Secondary Roads for Dillon Sanders @ \$14.00/hr; 3)promotion, effective 6/9/19, in Secondary Roads for Brad Tendall @ \$21.34/hr;

Department Submitting HR

8. CONSIDERATION OF CLAIMS:

- I. 6/13/19 Claims

Department Submitting Auditor

Documents:

CLAIMS 061319.PDF

9. CONSENT AGENDA:

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

I. Consideration Of Renewal Agreement Between Story County And BooST ECI For FY20 Fiscal Agent Agreement Effective 7/1/19-6/30/20

Department Submitting Auditor

Documents:

BOOST FISCAL AGREEMENT.PDF

II. Consideration Of Story County Economic Development Group Minutes From 10/25/18-01/24/19

Department Submitting Board of Supervisors

Documents:

STORY COUNTY ECONOMIC DEVELOPMENT GROUP MEETING MINUTES
10 25 2018 FINAL.PDF
STORY COUNTY ECONOMIC DEVELOPMENT GROUP MEETING MINUTES
01 24 2019 FINAL.PDF

III. Consideration Of Renewal Application For Permit To Use Or Explode Display Fireworks For Robert Vespestad, 50905 310th St., Slater On 7/17/19 With Rain Date On 7/20/19

Department Submitting Auditor

Documents:

FIREWORKS.PDF

IV. Consideration Of Renewal Of Iowa Retail Permit Application For Cigarette/Tobacco/Nicotine/Vapor License For Ames Golf And Country Club, 5752 GWC Ave., Ames, Ia., Effective 7/1/19-6/30/20

Department Submitting Auditor

Documents:

RENEWAL IOWA RETAIL PERMIT.PDF

V. Consideration Of Service Agreement Between Iowa Multisport And Story County Effective 6/30/19 For \$65/Hr Per Deputy With A Minimum Of 2 Deputies

Department Submitting Sheriff

Documents:

IOWA MULTISPORTS SERVICE AGREEMENT.PDF

- VI. Consideration Of Renewal Fees Between Story County And Solutions, Inc. For Software Support Effective 7/1/2019 - 6/30/2020 For \$25,200.00 (Budgeted)

Department Submitting Information Technology

Documents:

SOLUTIONS LICENSED CODE AGREEMENT.PDF
SOLUTIONS CHANGES TO STATEMENT OF WORK.PDF

- VII. Consideration Of Contract With Brush And Weed Control Specialists For Brush Control Not To Exceed \$50,104 (Budgeted)

Department Submitting Conservation

Documents:

IRVM TREE AND BRUSH SPRAYING.PDF

- VIII. Consideration Of AutoCAD Maintenance Renewal Agreement With DLT Solutions For \$6,272.00 Effective 06/01/2019-05/31/2021

Department Submitting Engineer

Documents:

DLT INVOICE.PDF

- IX. Consideration Of FY 20 Agreement With Gatehouse Media Iowa For Two Publications Of Our Story In The Story County Sun In An Amount Not To Exceed \$7,125 Effective Through June 3, 2020

Department Submitting Board of Supervisors

Documents:

AGREEMENT.PDF

- X. Consideration Of Resolution #19-125, Authorizing Support For The Nevada Main Street Iowa Program

Department Submitting Board

Documents:

RES 19 125.PDF

- XI. Consideration Of Change Order No. 099 Between Boulder Contracting, LLC And Story County Conservation Board For The Tedesco Environmental Learning Corridor Bid Package No. 2 For \$11,805.00

Department Submitting Conservation

Documents:

BOULDER CONTRACTING CHANGE ORDER NO 009.PDF

- XII. Acknowledgement Of Sheriff Purchase Of A Commander PC For \$5,300 (Un-Budgeted)

Department Submitting Sheriff

Documents:

ACKNOWLEDGMENT MEMO.PDF

- XIII. Consideration Of Resolution #19-121, Setting A Date And Time For Public Hearing For June 18, 2019, For First Consideration Of Ordinance #283 Amending Certain Boundaries Of The Official Zoning Map Of Story County Iowa – Westwood Center Partners LC Rezoning And Resolution #19-122 C2C Future Land Use Map Amendment

Department Submitting Planning and Development

Documents:

RESOLUTION 19 121.PDF

- XIV. Consideration Of Road Closure Resolution(S): #19-52 consent

Department Submitting Engineer

Documents:

RC 19 52.PDF

- XV. Consideration Of Utility Permit(S): #19-060;

Department Submitting Engineer

Documents:

UT 19 060.PDF

10. PUBLIC HEARING ITEMS:

11. ADDITIONAL ITEMS:

- I. Acknowledge Receipt Of 2019 Urban Renewal Area Project Applications - Leanne Harter

Department Submitting Board of Supervisors

Documents:

2019 URA APPLICATIONS RECEIVED.PDF

- II. Discussion And Consideration Of Director Of External Operations And County Services Vacancy - Alissa Wignall

Department Submitting Board of Supervisors

Documents:

DIRECTOR OF EXTERNAL OPERATIONS AND COUNTY SERVICES
VACANCY.PDF

- III. Discussion And Consideration Of Resolution #19-115, D And R Osheim Subdivision, Residential Parcel Subdivision - Amelia Schoeneman

Department Submitting Planning and Development

Documents:

STAFF REPORT.PDF
RESOLUTION 19 115.PDF
PLAT.PDF

- IV. Consideration Of Request To Engage The Trust For Public Lands For Technical Assistance In Identifying Potential Sustainable Funding Measures For Land And Water Conservation - Mike Cox

Department Submitting Conservation

Documents:

REQUEST TO ENGAGE THE TRUST FOR PUBLIC LANDS.PDF

12. DEPARTMENTAL REPORTS:

- I. Information Technology Quarterly Report - Barbara Steinback

Department Submitting Auditor

Documents:

IT QTR RPT.PDF

13. OTHER REPORTS:

14. UPCOMING AGENDA ITEMS:

15. PUBLIC FORUM #2:

Comments from the Public on Items not on this Agenda. The Board may not take any

Action on the Comments due to the Requirements of the Open Meetings Law, but May Do So In the Future.

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

17. ADJOURNMENT:

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

BOOST TOGETHER FOR CHILDREN

GOAL

To work in collaboration with citizens to improve the lives of children and families in Boone and Story Counties.

PRIORITIES

- Providing, enhancing or expanding affordable, quality, accessible childcare
- Preschool Services
 - Home visitation
 - Parent support services
 - Crisis childcare
 - Infant Care

MISSION

The mission of the Boost Together for Children Board is to help families and communities to improve the well-being of children, ages birth to 5.

CHILDREN IN BOONE AND STORY COUNTIES

- **7,380** - CHILDREN 0-5 IN BOONE AND STORY COUNTIES
- **835** - CHILDREN 0-5 LIVE IN FAMILIES BELOW THE FEDERAL POVERTY LEVEL
- **107** - THE NUMBER OF CHILDREN 0-5 WHO WERE ABUSED OR NEGLECTED IN 2015 IN BOONE OR STORY COUNTY
- **2000** - THE NUMBER OF DAYS FROM BIRTH TO ENTERING KINDERGARTEN (above based on 2015 census data)

BOARD OF DIRECTORS

FY19

LAURA PHIPPS, CHAIR
CELESTE MORTVEDT

ED GILLOTT

GAIL KENKEL

JIM GEORGE

KELLY POLICH

LINDA MERKEN

LYNN CHITTY

TRAVIS STARR

CONTACT INFORMATION

Marion Kresse, Area Director
Boost Together for Children
900 W. Third St.
Boone, Iowa 50036
Phone: 515-433-4892
Fax: 515-432-2480
mkresse@boonecounty.org
www.boostforchildren.org



BOOST

EARLY CHILDHOOD

IOWA

AREA BOARD

FY 2018 Annual Report

July 1, 2012 Boone County
Empowerment and Story County
Empowerment merged to form
Boost Together for Children

*“All Children, beginning
at Birth will be healthy
and successful”*

Boost Together for Children - FY18 Annual Report Snapshot

Program	Agency	Children			Home Visits	% Screened for delays	Additional Information:
		served	Families	Low Income % <small>(below 200% FPL)</small>			
Preschool Services:							
Head Start	MICA	16	16	100		1 child referred to AEA 11	
Prek Scholarships	Various	84	84	93			
Home Visiting Programs:							
Parents as Teachers	LSI	66	54	85	889	86	3 children referred to AEA 11
Parents as Teachers	Parenting Way	53	37	81	475	60	2 children referred to AEA 11
Healthy Futures	YSS	61	50	90	408	84	2 children referred to AEA 11
Parent Support:							
Storks Nest	YSS	41	33	97		68	Provide basic needs
Family Nest	Parenting Way	61	43	86		86	and education for parents
Crisis Care	LSI	52	43	100			100% of children returned home
Total:		436	356	91.5%	1,772	73.8%	

Provider Support:

- Nurse Consultant MICA 33 visits to CC homes and care centers
- Child Care Consulting CCRR Consultants made 130 visits to childcare programs
- Child Care Training CCRR Hosted two seminars for 142 childcare providers

Notes:

Provided over \$664,000 in funding for early childhood services
 Participating on statewide workgroup to integrate early childhood data
 Concerned ECI funding has not increased in six years
 Member of the Story and Boone Counties Human Services Councils
 Poverty rate of children statewide declined last year



Michelle - This is what I plan on talking about, but if this isn't the info you want just let me know.
Thanks Jayne
Storytime Childcare
515-387-1259

With Story County helping fund Storytime it has helped in keeping Storytime open to serve the families in Southern Story County for the last 28 yrs.

PROS -

Storytimes finances and enrollment have stayed steady for the past few years, as of right now we only have 2 openings which are in the Babyroom.

Recently I had a family that lives in State Center and works in Des Moines, enroll her child at Storytime. She told Me the reason, was because she had heard so many positives about Storytime, so she chose Us.

I have had the same Staff for over the last 5 yrs, which is important for the kids and parents to have that consistency in their lives.

CONS -

Our Landlord is very slow at getting things done for Storytime. We were wanting to improve the playground last summer, but unfortunately the Landlord hasn't finished what they need to do. I will be reminding them of what needs done and try to set a time limit for their projects to be finished.

Storytime Childcare
Jayne Underhill - Director
515-387-1259

FY20 FISCAL AGENT AGREEMENT

This agreement, made this 9th day of May, 2019 is between **BooSt Together for Children**, hereafter referred to as **LOCAL BOARD**, and the Story County Board of Supervisors, hereafter referred to as the **Fiscal Agent**.

I. Purpose of Agreement

The LOCAL BOARD has been designated an Early Childhood Iowa area within the geographical area it serves and has received a grant of state funds of \$544,586 for School Ready Children Services, and a grant of state funds of \$134,031 for an Early Childhood Program (hereinafter referred to jointly as EARLY CHILDHOOD IOWA funds) for state fiscal year 2020.

Pursuant to Iowa Code Chapter 256I the LOCAL BOARD is required to designate a public entity as a fiscal agent to administer grant funds. The Story County Board of Supervisors has been designated as the fiscal agent for the Board.

II. Duration of Agreement

This agreement shall become effective on July 1, 2019. This agreement shall remain in effect until June 30, 2020, or until earlier terminated according to the provisions herein. This agreement may be renewed or extended by the mutual written agreement of the parties in the form of an amendment specifying the new agreement period and the amount of funds available to the LOCAL BOARD for the new agreement period. All other terms of the agreement shall remain in effect unless otherwise specifically amended.

III. Responsibilities of Fiscal Agent

The Fiscal Agent shall provide the following services for each of the two separate funds for which it is acting as fiscal agent:

- A. Deposit EARLY CHILDHOOD IOWA funds into accounts in accordance with Iowa Code Chapter 12C and the Cash Management Improvement Act, 31 U.S.C. §6501 et seq.
- B. Issue payments from the Early Childhood Iowa grant account as directed by authorized LOCAL BOARD personnel. Payments shall be issued to the individual, vendor, business, or other entity identified by the LOCAL BOARD, in the amount specified, and to the address provided by the LOCAL BOARD. Payments shall be issued as directed, within 10 work days from the date the Fiscal Agent receives written notification from authorized LOCAL BOARD personnel.
- C. Be responsible for any costs charged by the financial institution for maintaining the Early Childhood Iowa grant accounts or accounts containing EARLY CHILDHOOD IOWA

grant funds. The Fiscal Agent shall ensure that any such costs are reduced or offset to the extent possible through earnings credits offered by the financial institution.

- D. Be responsible for completing and submitting any 1099 reports as required by federal or state law or regulation.
- E. Maintain separate accounting records for School Ready Children Services and Early Childhood Program funds that at a minimum include the following:
 - 1. For each School Ready Children Services grant payment and for each Early Childhood Program grant payment made as directed by the LOCAL BOARD:
 - a. The date written notification/authorization was received from the Local Board.
 - b. The name of the authorized LOCAL BOARD staff authorizing the payment.
 - c. The name and mailing address of the payee.
 - d. The amount of the payment.
 - e. The check number or other unique identification of the payment.
 - f. The date the payment was mailed or hand-delivered to the payee.
 - g. The date the payment is cleared or paid out of the EARLY CHILDHOOD IOWA grant account or accounts containing EARLY CHILDHOOD IOWA grant funds.
 - h. The date of any stop payment requested by the Fiscal Agent and the reason.
 - 2. Running balances for each fund which include:
 - a. The cumulative amount of payments authorized by the LOCAL BOARD.
 - b. The cumulative amount of payments issued.
 - c. Available Early Childhood Iowa grant funds that are not encumbered or otherwise allocated for payments made but not yet cashed.
- F. Provide for, account for and deposit the amount of any monthly bank costs for maintaining the Early Childhood Iowa fund account or proportion of such costs attributable to that portion of an account constituting Early Childhood Iowa grant funds, and the amount of any monthly interest earned for the Early Childhood Iowa fund account or proportion of such earnings attributable to that portion of an account constituting Early Childhood Iowa grant funds into the appropriate ECI fund account.
- G. Submit monthly expenditure reports within 10 work days from the end of the prior month to the LOCAL BOARD. Reports shall be submitted in a format agreed to by the LOCAL BOARD and the Fiscal Agent, and shall include as much of the information as the Fiscal Agent is required to maintain as described in this section as the LOCAL BOARD may request, and as is necessary to reconcile the records of the LOCAL BOARD with the records of the Fiscal Agent.
- H. Submit a report within 25 workdays from the end of the agreement period, or such earlier date as the agreement may be terminated, to the LOCAL BOARD. The report shall be submitted in a format agreed to by the LOCAL BOARD and the Fiscal Agent, and shall include as much of the information as the Fiscal Agent is required to maintain as described in this section and as the LOCAL BOARD may request, and as is necessary to reconcile the records of the LOCAL BOARD with the records of the Fiscal Agent.

- I. Iowa Administrative Code Chapter 541.9 requires an audit, conducted by an independent agency, of the early childhood Iowa funds managed by area boards. "Audit" means a financial review by area boards of early childhood Iowa funds. Area boards that receive over \$500,000 in federal funds from all funding sources shall complete a full audit of the funds. Area boards that do not receive over \$500,000 in federal funds from all funding sources, may complete a full audit or coordinate with the fiscal agent's financial review to conduct the state board approved agreed-upon procedures. Requirements are found in the ECI on-line toolkit, Tool UU.
- J. Provide services in section III at 3% of the cost of the Area Director's salary and benefits to the LOCAL BOARD.
- K. Return unexpended Early Childhood Iowa grant funds, and accrued interest as may be required by law, to the LOCAL BOARD if this agreement is terminated or if Early Childhood Iowa grant funds remain in an account held by the Fiscal Agent at the end of the agreement period, unless the agreement is renewed or extended as provided for herein.
- L. If this agreement is renewed or extended any unexpended Early Childhood Iowa grant funds remaining in an account held by the Fiscal Agent at the end of the current agreement period shall be retained by the Fiscal Agent for use in the next agreement period.

IV. Responsibilities of LOCAL BOARD

The LOCAL BOARD shall have the following responsibilities:

- A. Advise the Fiscal Agent in writing of the identity of LOCAL BOARD personnel authorized to approve and submit payment requests for Early Childhood Iowa grant funds to the Fiscal Agent and to receive and review expenditure and other reports from the Fiscal Agent as required herein.
- B. Determine the amount and payee for any payment to be made from Early Childhood Iowa grant funds.
- C. Authorized staff shall submit a dated written authorization to the Fiscal Agent to make payments for Early Childhood Iowa grant funds approved by the LOCAL BOARD, which authorization shall designate whether payment should be made from the School Ready Children Services account or the Early Childhood Program account.
- D. Maintain separate accounting records for each School Ready Children Services payment and for each Early Childhood Program payment authorized to be paid by the Fiscal Agent that at a minimum include the following:
 - 1. The date written notification/authorization was submitted to the Fiscal Agent.
 - 2. The name of the authorized LOCAL BOARD staff authorizing the payment.
 - 3. The name and mailing address of the payee.
 - 4. The amount of the payment.

- E. Review on a monthly basis the monthly expenditure reports submitted by the Fiscal Agent and reconcile with the records maintained by the LOCAL BOARD. The LOCAL BOARD and Fiscal Agent shall work together to resolve any discrepancies and take any necessary corrective action.
- F. Review the report submitted by the Fiscal Agent at the end of the agreement period or other termination of the agreement and reconcile with the records maintained by the LOCAL BOARD. The LOCAL BOARD and Fiscal Agent shall work together to resolve any discrepancies and take any necessary corrective action.
- G. Any Early Childhood Iowa grant funds allocated to the LOCAL BOARD remaining unexpended at the end of the state fiscal year shall be retained for use in the next state fiscal year and shall be treated as an advance of the Early Childhood Iowa grant funds allocated to the LOCAL BOARD for the next state fiscal year.

V. General Provisions

- A. Agreement Amendment - The agreement shall be amended only upon written agreement of both parties.
- B. Renegotiation Clause. In the event there is a revision of Federal regulations, state laws, or administrative rules and this agreement no longer conforms to those regulations, laws, or rules, all parties will review the agreement and renegotiate those items necessary to conform with the new regulations, laws, or rules.
- C. Termination of Agreement
 - 1. For Cause. Causes for termination during the period of the agreement are:
 - a. Failure of the Fiscal Agent to complete or submit required report.
 - b. Failure of the Fiscal Agent to make financial and statistical records available for review by the Board or other authorized party.
 - c. Failure of the Fiscal Agent to abide by the terms of this agreement.

If one of the above occurs, the LOCAL BOARD shall provide written notice to the Fiscal Agent requesting that the noncompliance be remedied immediately. In the event that the noncompliance continues fifteen (15) days beyond the date of the written notice, the LOCAL BOARD may either immediately terminate the agreement without additional notice, or enforce the terms and conditions of the agreement and seek any legal or equitable remedies.

- 2. Across the board reductions. Any across the board reductions in State appropriations shall apply to this agreement. Should the LOCAL BOARD determine that the across the board reduction will affect this agreement, any funds allocated to the project and deposited with the Fiscal Agent will be adjusted pursuant to the reduction. The LOCAL BOARD shall provide the Fiscal Agent reasonable written notice before any across the board reduction is put in place. During the notice period, the parties will

meet and attempt in good faith to agree upon changes to this agreement to address such reduction.

3. State reorganization plan. The LOCAL BOARD shall have the right to terminate this agreement, by giving the Fiscal Agent reasonable written notice, in the event the LOCAL BOARD is altered by legislative mandate or by direction of the State of Iowa or federal government.
 4. Legislative reorganization. The Fiscal Agent expressly acknowledges that the program delivered pursuant to this agreement is subject to Legislative change by either the federal or state governments. Should either legislative body enact measures which alter the program, the Fiscal Agent shall not hold the LOCAL BOARD liable in any manner for the resulting changes. The LOCAL BOARD shall provide reasonable written notice to the Fiscal Agent of any such legislative change. The parties will meet and attempt in good faith to agree upon changes to this agreement to address such reorganization.
 5. Upon notice. Either party may terminate this agreement by providing 30 days written notice to the other party.
- D. Confidentiality** - The Fiscal Agent shall comply with all applicable federal and state laws and regulations on confidentiality.
- E. Statement Regarding Meeting All Federal and State Requirements** - The Fiscal Agent shall be in compliance with all applicable federal and state laws, rules, and regulations.
- F. Records Retention** - The Fiscal Agent shall maintain records that document the validity of reports submitted to the LOCAL BOARD. The Fiscal Agent shall retain all books, records, or other documents relevant to this agreement for a period of five (5) years after this agreement is no longer in effect after final payment, or until final audit findings have been resolved, whichever is later.
- G. Review of Contract Related Documentation** - Upon request, the Fiscal Agent shall allow authorized representatives of the LOCAL BOARD or state or federal agencies to have access to the records as is necessary to confirm compliance with the specifications of this agreement. Reviews may include off-site or on-site visits to the Fiscal Agent, the Fiscal Agent's central accounting office, the offices of the Fiscal Agent's agents, a combination of these, or by mutual decision, to other locations.
- H. Federal Lobbying Requirements** - In accordance with the requirements under 34 CFR 82, "New Restrictions on Lobbying," the Fiscal Agent shall comply with the restrictions on lobbying requirements. The Fiscal Agent certifies, to the best of his or her knowledge and belief, that:
No federal appropriated funds have been paid or will be paid on behalf of the sub-grantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, an officer or employee of the Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

I. Certification Regarding Drug Free Workplace

Requirements for contractors who are not individuals. If Contractor is not an individual, by signing below Contractor agrees to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations;
3. Making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by subparagraph 1;
4. Notifying the employee in the statement required by subparagraph 1, that as a condition of employment on such contract, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
5. Notifying the contracting agency within 10 days after receiving notice under subparagraph 4b from an employee or otherwise receiving actual notice of such conviction;
6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 703; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs 1, 2, 3, 4, 5, and 6.

Requirement for individuals. If Contractor is an individual, by signing below Contractor agrees to not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Notification Requirement. Contractor shall, within 30 days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 701(a)(1)(D)(ii) or 41 U.S.C. § 702(a)(1)(D)(ii):

1. Take appropriate personnel action against such employee up to and including termination; or
2. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

- J.** Debarment, Suspension, And Other Responsibility Matter Requirements - In accordance with the requirements under 34 CFR 85, "Government-wide Debarment and Suspension (Nonprocurement)," the Fiscal Agent shall comply with the debarment and suspension requirements. The Fiscal Agent agrees, to the best of its knowledge and belief, that it and its subcontractors:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

- K.** Environmental Tobacco Smoke Requirements - The Contractor shall comply with the requirements of Public Law 103-227, Part C. Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). The Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through States, local governments, by Federal grant, contract, loan, or loan guarantee. The Contractors will require that the language of this certification be included in any Contracts which contain provisions for children's services and that all sub-contractors shall certify accordingly.

BooSt Together for Children

Laura Phipps
Signature

Laura Phipps
Printed Name

Board Chair
Title

5/9/2019
Date

Story County Board of Supervisors

Linda Murken
Signature

Linda Murken
Printed Contact Name

Story County
Agency

Chair
Title

6/11/19
Date

900 6th St.
Address

Nevada, IA 50201
City, State, Zip Code

515-382-7201
Telephone Number with Area Code



STORY COUNTY
ECONOMIC DEVELOPMENT GROUP

Story County Economic Development Group Meeting Minutes

October 25, 2018

Collins Community Center

ATTENDEES: Drew Kamp, Steve Gast, Andy Webb, Dustin Ingram, Karen Denger, Jennifer Davies, John Haldeman, Jennifer Heithoff, Amy Kohlwes, Karen Davis, Karen Hermanson, Greg Schlueter, Teri Gallahan, Marty Chitty, David Thom, Scott DeYoung, Deb Schildroth, John Hall, Craig Meyers, Mark Jackson, Lauris Olson, Leanne Harter

1. Welcome and Introductions

Drew Kamp called the meeting to order.

2. Approval of Minutes from August 16, 2018

John Haldeman motioned, Greg Schlueter seconded. Passed unanimously.

3. Presentation on Wastewater Alternative – Gross-Wen Technologies

4. Review and Approval of FY 2019 Pool Funds

Scott DeYoung motioned, Andy Webb seconded. Passed unanimously.

5. Review and Approval of FY2019 Project Funds Requests

Members discussed the new eligibility requirements set forth in the by-laws. The issue of accountability for the funds was raised and clarification sought regarding whether the funds is released automatically or on a reimbursement basis. Steve Gas motioned, Amy Kohwles seconded, that the funds are released on a reimbursement basis. Motion failed.

John Hall motioned, John Haldeman seconded to forward revised rules to the Board of Supervisors for consideration. Passed unanimously.

Mr. Gast questioned whether funds may be carried-over and whether such action could be approved by the Chair. Discussion by membership regarding grant vs. reimbursement nature of the project funds continued.

APPROVED **DENIED**
Board Member Initials: JK
Meeting Date: 10/11/19
Follow-up action: _____

John Haldeman motioned, Steve Gast seconded to amendment to program rules, specifically in regards to project funds, as was discussed and intended at the October 27, 2017, meeting of the Story County Economic Development Group.

Project Fund amounts were discussed and approved as follows:

Community	Project Funds
Cambridge	\$ 2,500.00
Collins	\$ 2,500.00
Colo	\$ 800.00
Huxley	\$ 2,500.00
Maxwell	\$ 2,200.00
Roland	\$ 2,000.00
Story City	\$ 2,500.00
Zearing	\$ 1,500.00
Totals	\$ 16,500.00

Scott DeYoung motioned, Andy Webb seconded. Passed unanimously.

6. Discussion Regarding Housing Needs Assessment

Leanne Harter addressed the housing needs assessment conducted by the State of Iowa and whether it provided adequate information and findings.

7. Community and County Updates

Kelley

- No update

Roland

- American Legion is under new ownership by an individual that owns a café in Ames
- Moving forward with the wastewater treatment program
- Pool replacement discussions occurring
- City facing \$750,000 bridge replacement

Maxwell

- No update

Nevada

- Business expansions recently announcement with nearly 210 jobs
- Survey work on downtown redevelopment project underway – looking towards 2020 for project completion

Story County Conservation Board (Craig Myers)

- Trail improvements going out to bid in December (Praeri Rail Trail) and March (Heart of Iowa Nature Trail)

Story County (Marty Chitty)

- Board of Supervisors approved new lease agreement for motor graders

Gilbert

- Lagoon and water projects out to bid
- Setting up an Urban Renewal Area for a four-acre commercial district
- 80 acres annexation completed
- Schools (middle school and high school) are both doing expansion projects

Collins

- Landus open house
- Senior housing transferred to private ownership
- New house construction underway (first since 1993)
- Running four projects through the Story County Housing Trust Fund's Rehab Process

Story City

- Eby expansion
- Outlet mall development underway
- 28 new residential lot subdivision in northern portion

Zearing

- Improvements to the historic bank building continue
- Medical clinic is reopening
- Posters are being sold as a fundraiser for the community

Colo

- Still in discussions for housing development of around 30 houses
- Sump pump project underway

McCallsburg

- Water project on Main Street underway
- Two new houses in town

Huxley

- Awarded grant for bike trail

- Housing subdivision to Planning and Zoning Commission of 170 lots and design concept to Council
- Council working on CIP
- 38 bi-attached units underway

Cambridge

- Legion turned building over to the city – anticipate space for two commercial spaces and the upper-story residential uses
- Sewer upgrade projects expected to be around \$650,000

Slater

- Still in the middle of road projects
- Commercial project on Main Street changed hands

8. Comments Regarding Non-Agenda Items

None.

9. Dates to Remember:

None.

10. Next Meeting –

Thursday – January 24, 2019 in Slater at 10 am

11. Adjournment

John Hall motioned, Jennifer Davies seconded.



STORY COUNTY
ECONOMIC DEVELOPMENT GROUP

Story County Economic Development Group Meeting Minutes

January 24, 2019

Slater City Hall

ATTENDEES: Drew Kamp, Steve Gast, Doug Miller, Dustin Ingram, John Hall, Jennifer Davies, John Haldeman, Jodi Meredith, Sonia Arellano Dodd, Greg Schlueter, David Thom, Scott DeYoung, John Hall, Leanne Harter, Jay Wilson, Amber Corrieri, and Karen Denger

1. Welcome and Introductions

Drew Kamp called the meeting to order.

2. Approval of Minutes from October 25, 2018

Minutes approved unanimously.

3. Presentation on the Story County Housing Trust – Amber Corrieri

4. Discussion Regarding FY 2020 Budget Request

Leanne Harter reviewed the Story County FY 2020 budget. The amounts initially discussed remain at current funding levels.

5. Community and County Updates

Kelley

- No update

Roland

- American Legion is under new ownership by an individual that owns a café in Ames
- Moving forward with the wastewater treatment program
- Pool project vote
- City facing \$750,000 bridge replacement

Maxwell

- Discussions with Dollar General and Council decisions regarding the requests for incentives were presented.

APPROVED **DENIED**
 Board Member Initials: *AMC*
 Meeting Date: *1/21/19*
 Follow-up action: _____

Nevada

- Business expansions recently announced underway
- Downtown redevelopment project continues to move forward

Gilbert

- Update on Urban Renewal Area
- 80 acres annexation completed
- Schools (middle school and high school) are both doing expansion projects

Collins

- Senior housing transferred to private ownership
- Story County Housing Trust Fund's Rehab Process

Story City

- 28 new residential lot subdivision in northern portion

Huxley

- Awarded grant for bike trail
- Housing subdivisions – approval and construction

Cambridge

- Looking for grant funding for Legion building
- Sewer upgrade projects

Slater

- Main Street projects updates

6. Approval of Calendar Year 2019 Meeting Calendar

Discussion occurred regarding potential changes to the calendar in October/November. Ms. Harter noted once approved this would be available on the County's website. Calendar approved unanimously.

7. Comments Regarding Non-Agenda Items

Dustin Ingram discussed upcoming grant opportunities.

8. Dates to Remember

Members referenced the adopted calendar.

9. Next Meeting – Thursday, April 25, 2019 at 10:00 am

Gilbert volunteered to host.

10. Adjournment

Vice-Chair Gast adjourned the meeting.

**STORY COUNTY
APPLICATION FOR PERMIT
TO USE OR EXPLODE DISPLAY FIREWORKS**

APPLICANT INFORMATION

Name: Robert Vespestad
 Address: 50905 300th Street Slater IA 50244
 Phone: Day: 515 490 9492 Evening: 515 490 9492
 Operator's name and address (if different from applicant): Alan Dotts
26727 19th St S Nevada IA 50201

DESCRIPTION OF OPERATOR'S COMPETENCY member of Pyrotechnics Guild Int'l (PGI)
(Alan Dotts)
PGI Display operator Training lead operator certification

EVENT INFORMATION

Date: July 13, 2019 Time: 9:30 PM Location: 50905 300th St Slater IA 50244
 Rain Date: July 20, 2019

INSURANCE INFORMATION

Are you insured?

Yes No

Name, address, and phone number of insurance company and agent: American Family Insurance
131 N Ankeny Blvd
Ankeny IA 50023

A certificate of insurance shall accompany the application.

Robert Vespestad
 SIGNATURE OF APPLICANT

5/30/19
 DATE

"Pursuant to Iowa Code §331.304(8) and §727.2, the Story County Board of Supervisors may grant a permit for the use or explosion of display fireworks upon a written application when the display fireworks will be handled by a competent operator. The operator shall handle and discharge the display fireworks according to applicable law and manufacturer's recommendations, and shall operate safely under all circumstances. The permittee/operator certifies that s/he has authority to operate display fireworks on and over the location listed in the permit where the display is to occur. Any such permit shall be void if the use occurs when a 'burn ban' is in effect or if conditions are conducive to fire. Any permit is valid only in the unincorporated areas of Story County, Iowa, and this permit is immediately void if any display fireworks are operated over any part of a city, airport, airstrip or outside of Story County (except non-annoyance airborne smoke that may drift from the display location). Any permit so issued does not immunize the applicant or operator from complying with all laws and regulations concerning the purchase, transportation, possession, storage, firing, and discharge of explosives and fireworks. The permittee/operator shall comply with lawful directives of any peace officer and emergency services worker and the permittee/operator shall produce the permit upon request of any peace officer or emergency services worker. The applicant/permittee and/or operator shall assume all liability and risk of loss, injury or death to any entity or person associated with the handling and/or discharge of the display fireworks, and agrees to indemnify and hold Story County, its agents and employees, harmless from any and all liability associated with the use or explosion of display fireworks. The permittee/operator specifically and voluntarily agrees to the foregoing and understands the granting or denial of this application is a matter of discretion resting solely with the Story County Board of Supervisors, its agents and/or assigns."

- Attach certificate of insurance to the application
- Submit completed application and insurance information to the following:

Story County Auditor's Office
 900 6th St.
 Nevada, Iowa 50201

The deadline for the Board of Supervisors' weekly meeting agenda is Thursday at 3 pm. Completed applications received by the deadline shall be placed on the agenda for the following Tuesday.

OFFICIAL USE ONLY	
<input checked="" type="checkbox"/> APPLICATION APPROVED <u>[Signature]</u> <u>6/11/19</u>	<input type="checkbox"/> APPLICATION DENIED
CHAIRPERSON, BOARD OF SUPERVISORS	DATE

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2019 through June 30, 2020

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

Business Information:

Trade Name/DBA Ames Golf and Country Club
Physical Location Address 5752 George Washington Carver Ave City Ames ZIP 50010
Mailing Address 5752 George Washington Carver Ave City Ames State IA ZIP 50010
Business Phone Number 515-232-8334

Legal Ownership Information:

Type of Ownership: Sole Proprietor [] Partnership [] Corporation [] LLC [] LLP []
Name of sole proprietor, partnership, corporation, LLC, or LLP
Mailing Address 5752 George Washington Carver Ave City Ames State IA ZIP 50010
Phone Number 515-232-8334 Fax Number APPROVED Email OFFICE@amesgolfcc.com

Retail Information:

Types of Sales: Over-the-counter [] Vending machine []
Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes [] No []
Types of Products Sold: (Check all that apply)
Cigarettes [] Tobacco [] Alternative Nicotine Products [] Vapor Products []

Board Member Initials: [Signature]
Meeting Date: 6/11/19
Follow-up action:

Type of Establishment: (Select the option that best describes the establishment)

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

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

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) Bob Stolt Name (please print)
Signature [Signature] Signature
Date May 29, 2019 Date

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$50.00
Fill in the date the permit was approved by the council or board: 6/11/19
Fill in the permit number issued by the city/county:
Fill in the name of the city or county issuing the permit: Story County
New [] Renewal []

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.
Email: iapledge@iowaabd.com
Fax: 515-281-7375

**STORY COUNTY SHERIFF
SERVICE AGREEMENT
19-01**

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

Definitions:

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

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

The Iowa Multisport, hereinafter (the "Contractor") agrees to employ the Service Provider as set forth by the terms listed in this agreement.

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

Additional Terms, if none then state "none":

None _____

Terms

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

Contractor Address:
Iowa Multisport
1828 E Thornton Ave
Des Moines, IA 50320
515-450-1751

I Description of Services

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

II Additional Services

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

1. Traffic control with deputies posted at the following intersections:

GWC Ave. and Cameron School Rd. 08:00 – 11:00
R38 and Cameron School Rd. 08:00 – 11:00
GWC and 190th Rd. 08:00 – 11:00

III Times and location(s)

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

Location: Ada Hayden
Address: 5205 Grand Ave.
City/rural: Ames, IA 50010

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

State date of service: _____
Day Month Year

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

Date of service: **30th** **June** **2019**
Day Month Year

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

Start date of service: _____
Day Month Year

Chart

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

Additional Locations:

Address:
City/rural:

(If necessary attach additional descriptions)

IV Duration of Agreement

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

V Fees

The Contractor agrees to pay:

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

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

VI Payment

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

VII Changes or Termination during the Agreement

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

VIII Confidentiality

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

IX Liability

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

X Acts of God and Acts of Others

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

XI Hazards

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

XII Inconsistent Terms

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

XIII Representative

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

Service Provider Representative

Contractor Representative

Sgt. Elizabeth Quinn

Alex Syhlman
515-450-1751

Address:

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

Iowa Multisport
1828 E Thornton Ave
Des Moines, IA 50320
515-450-1751
alex@truetimeracing.com

Billing Address:

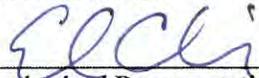
Contact Person: Same as above.
Contractor Billing Address: Same as above

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

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

Service Agreement Signatures

Service Provider

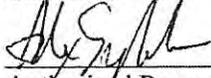


Authorized Representative

Sergeant, Support Services
Title

6/4/2019
Date

Contractor



Authorized Representative

Race Director
Title

6/4/2019
Date

The Service Provider representative has the authority to enter this agreement as authorized by the Story County Board of Supervisors. The date of this agreement by the Board of Supervisors is 6/11/2019

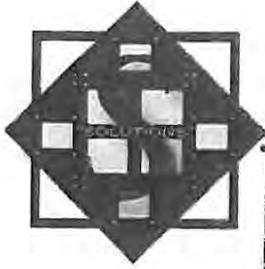


Board of Supervisors



Attest: Story County Auditor

(Staple attachments to back)



SOLUTIONS

"Solutions", Inc.
2311 West 18th Street, Spencer Iowa 51301
712-262-4520

Licensed Code Support Agreement

This Support Agreement ("this Agreement") is made and entered into this 1st day of July, 2019 by and between "**Solutions**", Inc. (hereinafter "**Vendor**"), a (Software Developer and Licensor) with principal offices at 2311 West 18th Street Spencer Iowa 51301, and **Story County IT** hereinafter "**Customer**"), a (Local Government and its Offices) with principal offices at: 900 6th Street, Nevada, IA 50201

WHEREAS, Vendor is in the business of developing computer programs, certain of which computer programs have already been Licensed by the Customer; and,

WHEREAS, the Customer desires to retain the services of Vendor to maintain and service the computer programs licensed by the Customer from Vendor, such maintenance and service of the Vendor's computer programs to be accomplished by Vendor pursuant to the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, Vendor and the Customer hereby agree as follows:

Section 1 - Definitions

For the purposes of this Agreement, the following definitions shall apply to the respective capitalized terms:

1.1 "**Licensed Program**" The computer software described in Exhibit A hereto, including any extracts from such software, derivative works of such software, or collective works constituting such software (such as subsequent Releases) to the extent offered to Customer under this Agreement or the License Agreement.

1.2 "**Custom Program**" Any program that has been requested by the Customer to be written or installed in addition to the Customer's Licensed Program described in Exhibit A hereto.

1.3 "**Non Maintained Program**" Any program no longer maintained and updated to Vendor's current Release by the Customer. This can also be any program no longer offered for License by Vendor.

1.4 "**Installation**" The preparation and the loading of new or revised Licensed Programs onto the Customer's existing hardware. Installation is not limited to on-site loading, but also includes Licensed Programs sent or delivered to the Customer by Vendor.

1.5 "**Error**" Any failure of the Licensed Program to conform in all material respects to the functional specifications for the Licensed Program. However, any nonconformity resulting from Customer's misuse or improper use of the Licensed Program or combining or merging the Licensed Program with any hardware or software not supplied by Vendor, or not authorized to be so combined or merged by Vendor, shall not be considered an Error.

1.6 "**Error Correction**" Either a software modification or addition that, when made or added to the Licensed Program, establishes material conformity of the Licensed Program to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Customer of such nonconformity.

1.7 "**Enhancement**" Any modification or addition that, when made or added to the Licensed Program, materially changes it's utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Enhancements may be designated by Vendor as minor or major, depending on Vendor's assessment of their value and of the function added to the preexisting Licensed Program.



1.8 "Normal Working Hours" The hours between 8:00 A.M and 5:00 P.M. Central Standard Time, on the days Monday through Friday, excluding regularly scheduled holidays of Vendor.

1.9 "Releases" New versions of the Licensed Program, which new versions may include both Error Corrections and Enhancements.

1.10 "Major Enhancement" Shall be further defined as: Any modification or addition that, when made or added to the Licensed Program, materially changes the Programs file structure and may require Program modifications to any of the Customer's Custom Programming.

1.11. "User Requested Major Enhancements" An enhancement of a Licensed Program requested by a 75% minimum majority of users of that Licensed Program.

1.12 "Federal or State Mandated Enhancement" An enhancement mandated by a change or definition of Federal or State code.

1.13 "Minor Enhancement" An enhancement of a Licensed Program that materially changes its utility, efficiency, functional capability, or application, that Vendor feels will improve the Customer's usage.

1.14 "Trade Secrets" Any information, process, or idea developed by Vendor which Vendor considers confidential. Examples of trade secrets include, but are not limited to:

1.14.1 Licensed Program reports, source code, object code, and documentation developed by Vendor.

1.14.2 All information relating to Vendor Licensed Programs now existing or currently under development by Vendor.

1.15 "Training" The instruction of the Customer and/or the Customer's employees in the use of Vendor Programs.

1.16 "Agreement Term." A period of up to one year, commencing on the entered date of this agreement, and ending on the final day of the Customer's current fiscal year.

1.1.17. "Customer support" is a range of customer services to assist customers in making cost effective and correct use of a product. It includes assistance in planning, installation, training, trouble shooting, maintenance, upgrading, and disposal of a product

1.1.18. "Technical Support" Regarding technology products such as mobile phones, televisions, computers, software products or other electronic or mechanical goods, it is termed technical support.

Section 2 - Scope of Services

2.1 During the Agreement Term, Vendor shall render the following services in support of the Licensed Program, during Normal Working Hours, subject to the compensation fixed for each type of service in Vendor's rate schedule set forth in 3.2. Rate Schedule hereto:

2.1.1 Vendor shall maintain a program control center capable of receiving by telephone or network transmission, operator reports of system irregularities.

2.1.2 Vendor shall maintain a telephone hot line that allows Customer to report system problems and seek assistance in use of the Licensed Program.

2.1.3 Vendor shall maintain a trained staff capable of rendering the services set forth in this Agreement.

2.1.4 Vendor shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Vendor in Accordance with Vendor's standard reporting procedures. Vendor shall, within 36 working hours of verifying that such an Error is present, initiate work in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Vendor shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and Vendor shall include the Error Correction in all subsequent Releases of the Licensed Program. Vendor shall not be responsible for correcting Errors in any version of the Licensed Program other than the most recent Release of the Licensed Program, provided that Vendor shall continue to support prior Releases superseded by recent Releases for a reasonable period sufficient to allow Customer to implement the newest Release, not to exceed 7 days.

2.1.5 Vendor may, from time to time, issue new Releases of the Licensed Program to its customers generally, containing Error Corrections, Minor Enhancements, and, in certain instances if Vendor so elects, Major Enhancements. Vendor shall provide Customer with one copy of each



new Release. Vendor shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in 3.2. Rate Schedule hereto.

2.1.6 Vendor may, from time to time, offer Major Enhancements to its customers that may be covered under an Annual Maintenance Fee set forth in Exhibit A hereto. Those Major Enhancements not covered under an Annual Maintenance Fee shall be subject to the supplemental charges set forth in 3.2. Rate Schedule hereto.

2.1.7 Subject to space availability, Customer may enroll its employees in Vendor's training classes, held at Vendor's facility in Spencer Iowa, for regular or advanced training subject to the supplemental charges set forth in 3.2. Rate Schedule hereto.

2.1.8 Vendor shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Licensed Program (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to by Support Vendor and Customer.

2.2 During the Agreement term Customer shall be responsible for the following:

2.2.1 The Customer agrees to provide Vendor with dumps, as requested and with sufficient support and test time on the Customer's computer system to duplicate the error, certify that the problem is with Vendor's Programs, and certify that the problem has been corrected.

2.2.2 The Customer shall inform Vendor in writing of any modifications made by the Customer to the Licensed Program. Vendor shall not be responsible for maintaining Customer modified portions of the Licensed Program or for maintaining portions of the Licensed Program affected by Customer modified portions of the Licensed Program. Vendor shall not be responsible for maintaining Custom Program modified portions of the Licensed Program or for maintaining portions of the Licensed Program affected by Custom Program modified portions of the Licensed Program. Corrections for difficulties or defects traceable to the Customer's errors or systems changes shall be subject to the supplemental charges set forth in 3.2. Rate Schedule hereto.

2.2.3. The Vendor shall make available to the Customer and publish on a quarterly basis, the operating system requirements needed to maintain and operate the Licensed Program. The Customer agrees to meet or exceed those requirements on the Computer system that the Licensed Program is licensed for within 90 days of the published date.

Section 3 - Fees and Charges

3.1 Customer shall pay Vendor an Annual Fee covering those Licenses as Specified in Exhibit A. Any additional services provided to the Customer shall incur charges as specified on the rate schedule set forth in 3.2. Rate Schedule hereto. Vendor reserves the right to change its rate schedule from time to time, provided that no such change will be effective until at least 30 days after Vendor has given Customer written notice of such change. Such written notice may be in the form of a statement in Vendor's regularly issued newsletter, website or social media.

3.2. Rate Schedule – All rates shown are current rates and are subject to change with a thirty (30) day notice.

3.2.1 Primary Shift – Monday through Friday – 8:00AM to 5:00PM. Off Shift 5:01PM to 7:59 PM Monday through Friday. Double time shift - 8:00PM to 7:59AM and weekends (Saturday and Sunday).

3.2.2. Application Support or Training – Current rate is one hundred fifteen dollars per hour (\$115.00) for Primary Shift with two hour minimum unless otherwise described in Exhibit A.

3.2.3 Computer Programming and Customer Support – Current rate is one hundred forty-five dollars per hour (\$145.00) for Primary Shift with two hour minimum unless otherwise described in Exhibit A.

3.2.4. IBM i Technical Support – Current rate starts at one hundred forty-five dollars per hour (\$145.00) an hour for Primary Shift with two hour minimum unless otherwise described in



Exhibit A or covered under a Services Agreement. Rate is based on service personnel involved. If outside vendors such as IBM i service or support personnel are involved, their time is not included, even if subcontracted.

3.2.5. Off shift is invoiced at 1.5 times the Prime shift rate with 2 hour minimum. Double time is invoiced at 2.0 times the Prime Shift rate with a two hour minimum.

3.2.6. Service orders – Articles 3.2.1., 3.2.2., 3.2.3.3.2.4., and 3.2.5. will require a service order or approval for over time, to be filled out by the Customer on work to be performed by Vendor on behalf of the Customer. Exceptions to this requirement will be Customer errors requiring immediate programming to be performed through communications due to time sensitive requirements. A sample of this Service order is available from the Vendor.

3.2.7. Travel and Expenses - the Customer will be provided flat fees for travel based on location, the number of personnel traveling and the number of other customers being invoiced in the same week of travel (up to two). The flat fee is based on current federal rate for mileage and average round trip time to and from the customer's site. Current rate is \$70.00 an hour and is subject to change. The Customer in addition to the travel charge will be invoiced for motel and meal expenses.

3.3 Reimbursement of Expenses. In addition to the foregoing, Customer shall pay Vendor its actual out-of-pocket expenses as reasonably incurred by Vendor in furtherance of its performance hereunder. Vendor agrees to provide Customer with access to such receipts, ledgers, and other records as may be reasonably appropriate for Customer or its accountants to verify the amount and nature of any such expenses. Expenses shall be reimbursed within ten (10) days after receipt of Vendor's invoice.

3.4. Invoices. Vendor shall invoice Customer each calendar month for all fees and charges accrued, and all reimbursable expenses incurred during the previous month(s), and Customer shall pay the invoiced amount immediately upon receipt of such invoice. Any amount not paid within 30 days after the invoice date shall bear interest at the lesser of 1.5 percent per month or the highest rate allowed by applicable law.

3.5. Responsibilities. Customer shall be responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, hardware (other than the hardware constituting the program control center maintained at Vendor's facilities) and Software necessary to operate the Licensed Software and to obtain from Vendor the services called for by this Agreement.

Section 4 - Proprietary Rights

4.1 To the extent that Vendor may provide Customer with any Error Corrections or Enhancements or any other software, including any new software programs or components, or any compilations or derivative works, or Custom Program, prepared by Vendor (collectively, "Vendor Programs"), Customer may (1) install one set of the Vendor Programs, in the most current form provided by Vendor, in Customer's own facility; (2) use such Vendor Programs in a manner consistent with the requirements of the License Agreement, for purposes of serving Customer's internal business needs; and (3) make one copy of the Vendor Programs in machine-readable form for nonproductive backup purposes only. Customer may not use, copy, or modify the Vendor Programs, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Vendor. Notwithstanding Section 6 hereof, Customer's rights under this Section 4.1 shall remain in effect for so long as Customer is authorized to use the Licensed Programs under the License Agreement.

4.2 The Vendor Programs are and shall remain the sole property of Vendor, regardless of whether Customer, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid Vendor for the use of the work product. Customer shall from time to time take any further action and execute and deliver any further instrument, including documents of assignment or acknowledgment that Vendor may reasonably request in order to establish and perfect its exclusive ownership rights in such works. Customer shall not assert any right, title, or interest in such works, except for the nonexclusive right of use granted to Customer at the time of its delivery or on-site development.

4.3 The Customer acknowledges and agrees that the Vendor Programs, Error Enhancements, Major Enhancements, Minor Enhancements, State Mandated Enhancements, and Custom Programs (hereinafter referred to as "Programs") are Trade Secrets and proprietary products of Vendor, and as such are protected by Trade Secret laws. The Programs are licensed (not sold) on a nonexclusive basis for use by the Customer on a single computer system. The Programs shall not be copied or reproduced, in whole or in part, in any form



whatsoever, except for use by the Customer as a back-up and/or for archival purposes on a single computer system. The Customer will not, without the prior written consent of Vendor, transfer the Programs electronically from one computer to another over a network. The Programs shall not, under any circumstances, be used by the Customer concurrently on more than one computer system without the prior written consent of Vendor.

4.4 The Customer agrees to maintain full and complete records of the number and location of all Program copies used for back-up and/or archiving purposes, and to furnish these records to Vendor on request.

4.5 The Customer agrees that Vendor's license of the Program to the Customer is not assignable by the Customer, without the prior written consent of Vendor. The Customer shall not provide, or otherwise make available, the Program, in any form, to any person or entity, other than duly authorized employees of the Customer while acting within the scope of their employment for the Customer.

Section 5 - Disclaimer of Warranty and Limitation of Liability

5.1 Except as expressly set forth in this Agreement, Vendor expressly disclaims any and all warranties concerning the Licensed Program or the Services to be rendered hereunder, whether express or implied, including (without limitation) any warranty of merchantability or fitness for a particular purpose.

5.2 In no event shall Vendor's cumulative liability for any claim arising in connection with this Agreement exceed the total fees and charges paid to Vendor by Customer within the last 12 months. In no event shall Vendor be liable for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vendor knew or should have known of the possibility of such damages.

5.3 No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by either party more than 2 years after such cause of action accrued, except that an action for nonpayment may be brought within two years of the date of the last payment.

Section 6 - Termination

6.1 This Agreement may be terminated as follows:

6.1.1 This Agreement shall immediately terminate upon the termination of the License Agreement;

6.1.2 This Agreement may be terminated by either party upon the expiration of the then-current term of this Agreement, provided that at least 30 days prior written notice is given to the other party; or

6.1.3 This Agreement may be terminated by either party upon 30 days prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.

6.2. Following termination of this Agreement, Vendor shall immediately invoice Customer for all accrued fees and charges and all reimbursable expenses, and Customer shall pay the invoiced amount immediately upon receipt of such invoice. Customer may continue to use any work supplied to Customer by Vendor for the remaining term of the License Agreement. Any amount not paid within 30 days after the invoice date shall bear interest at the lesser of 1.5 percent per month or the highest rate allowed by applicable law.

Section 7 - Hiring of Vendor's Personnel

7.1 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.

7.2 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.

7.3 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.

Section 8 - Miscellaneous

8.1 Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes and merges all prior proposals, understandings,



and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.

8.2 This Agreement and the parties' obligations hereunder shall be governed, construed, and enforced in accordance with the laws of the State of Iowa.

8.3 In the event that any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall be enforced to the maximum extent permitted by applicable law.

8.4 Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party, except to a successor of all or substantially all of its business and properties.

8.5 The waiver by either party of any term or condition of this Agreement shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right may that such party hold under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

(Customer) Story County IT

By: Linda Murken
(Please type or print)

Signature: [Handwritten Signature]

Title: Chair B.O.S.

Date: 6/11, 2019

Address: 900 6th Street

Nevada, IA 50201

Telephone Number 382-7202

(Vendor) "Solutions", Inc.

By: Alaire E. Nielsen
(Please type or print)

Signature: _____

Title: Chief Financial Officer

Date: _____, 2019

Address: 2311 West 18th St.

Spencer, Iowa 51301

Telephone Number (712) 262-4520

Attachments -

Exhibit A



Solutions Support Agreement - Exhibit A for Story County

SUPPORT FEES: A support fee of : \$25,200.00 shall be paid by the Customer to cover the the following licensed programs as indicated: The Agreement starts on 07/01/19 and ends on 06/30/20.

Group C.

Fee

Assessor Administration Applications

<hr/>	Base Real Estate / Grain / Partial Exemption / M & E	<hr/>
<hr/>	Sales Ratio Integration into base Real Estate	<hr/>
<hr/>	Vanguard Integrated Work Module	<hr/>
<hr/>	Schneider/Sidwell Transfer of CSR, Val. Acres	<hr/>

Auditor

<hr/>	Base Real Estate / Grain / Utility Tax / TIF support	<hr/>
<hr/>	Transfer Book and Reports	<hr/>
<u>1</u>	Government General Ledger/Accounts Payable/Budgets and Accrual Reporting	\$6,800.00
<u>1</u>	Government Payroll System	\$6,000.00
<hr/>	Fixed Assets - Basic Inventory	<hr/>
<u>1</u>	Drainage Accounting - Subsystem	\$1,000.00
<hr/>	Drainage Real Estate - Subsystem	<hr/>
		\$13,800.00

Engineer

<u>1</u>	D.O.T. Accounting & Payroll System w/ interface to Auditor	\$4,800.00
<u>1</u>	Equipment Costs & Records	\$1,400.00
<u>1</u>	Parts & Materials Inventory	\$1,400.00
		\$7,600.00

Recorder

<hr/>	Instrument Indexes	<hr/>
<hr/>	Accounts Receivable	<hr/>
<hr/>	Vital Statistics	<hr/>

Treasurer

<hr/>	Tax Receipting, Specials, Payments, Apportionment, Daily Cash Out & TaxSale	<hr/>
<hr/>	Online Tax Payments - Loading, Receiving & Monitoring- Annual Fee	<hr/>
<u>1</u>	Miscellaneous Receipts / GL / Treasurer's Sub-ledger	\$3,200.00
<hr/>	Drainage Tax Receipts-Subsystem	<hr/>
<hr/>	Drainage Certificate Ledger-Subsystem	<hr/>
<hr/>	Banking & Investments	<hr/>
<hr/>	Content Manager (Imaging) for DOT Library	<hr/>
<hr/>	Document Locator (Imaging) for DOT Library	<hr/>
		\$3,200.00

OnDemand and Image Applications (other than Treasurer's DOT Imaging)

<hr/>	MODCA/IOCA/TIFF to PDF - Licensing for Government	<hr/>
<hr/>	Scanning Interface for Imaging for Content Manager for 1st User	<hr/>
<hr/>	Scanning Interface for Imaging for Content Manager for additional Users	<hr/>
<u>1</u>	OnDemand Printer Output to Storage Definitions	\$600.00
<hr/>	Scanning Interface for Imaging for Document Locator for 1st User	<hr/>
<hr/>	Scanning Interface for Imaging for Document Locator for additional Users	<hr/>
		\$600.00



Information Technology Services Agreement - Statement of Work

THIS STATEMENT OF WORK is made between "Solutions", Inc. (Solutions), and Story County according to the terms and conditions of the most recent signed Information Technology Services Agreement on file with Solutions dated 07/01/12 (the Agreement).

1. TERM

1.1 Service Commencement Date

The Services in this Statement of Work will commence 07/01/2019 as agreed by both Parties

1.2 Duration of Services

The term of this engagement shall be one year, after which time it will become a month to month engagement which can be cancelled with 30 days' notice.

2. SCOPE OF SERVICES

2.1 Overview

"Solutions" will supply the following Services listed here and attached hereto:

2.1.1. Hourly Services with the following rate schedule – All rates shown are current rates and are subject to change with a thirty (30) day notice

Application Support or Training – Current rate is \$115 per hour for Prime Shift with two hour minimum unless otherwise described in one of the attached Solutions Service Plans

Computer Programming, IBM i technical services, Image Services and Database Consulting – Current rate is \$145 for Prime Shift with two hour minimum unless otherwise described in one of the attached Solutions Service Plans

Four Levels for Technical Support Services - Rates Shown are Prime Shift - 2 hour minimum may apply for certain Projects

- Level I - \$87.00 per hour - 15 minute minimum (example password reset) Available only with Silver or Gold Managed Services
- Level II - \$115.00 per hour - 15 minute minimum (example network printer problem)
- Level III - \$145.00 per hour - 15 minute minimum (example server problem)
- Level IV - \$175.00 per hour to \$275 per hour 15 minute minimum - Rate is based on service personnel involved or if preapproved subcontractors are involved.

Service orders – May be required for Computer Programming, Consulting, Image Services and Training. It is the customer's responsibility that if they contact Solutions for Assistance on any of the Services listed under this rate schedule they should expect to be invoiced for Services provided at Solutions current rates. A sample of this service order is available from Solutions.

Travel and Expenses - the Customer will be provided flat fees for travel based on location, the number of personnel traveling and the number of other customers being invoiced in the same week of travel (up to two). The flat fee is based on current federal rate for mileage and average round trip time to and from the customer's site. Current rate is \$70.00 an hour per person and is subject to change. The Customer in addition to the travel charge will be invoiced out of pocket expenses for meals and hotels.

Discounted Travel Rate: Requires a Managed Services Agreement in Silver or Gold with Locked in travel rate. Those visits scheduled by Solutions personnel will be a per technician charge, of: \$250 per day to cover travel, motel and meals. Advanced scheduling is required to ensure that there are enough technical personnel available. Solutions reserves the right to change this rate upon 30 days notice to the customer. Should the rate in the previous paragraph Travel and Expenses be less than this discounted rate, the lower rate shall be used.

2.2. "Solutions" General Service Level Agreement

General Service Levels are defined as the general levels of support that are applicable to every "Solutions" service. Customer unique requirements (additions or changes) are documented in an SLA Addendum and take precedence over General Service Levels.

General Service Levels are described below:

2.2.1. Service Support

2.2.1.1. Business Hours

Prime Shift – Monday through Friday – 8:00AM to 5:00PM. Off Shift 5:01PM to 7:59 PM Monday through Friday. Double Time Shift - 8:00PM to 7:59AM, weekends (Saturday and Sunday) and Holidays.

Off shift is invoiced at 1.5 times the Prime shift rate with 2 hour minimum. Double time is invoiced at 2.0 times the Prime Shift rate with a two hour minimum.

Technical Support for Networking Hardware and Software based questions. For Silver and Gold Managed Services, the "Solutions" Technical Support Help Desk is on call Twenty-four hours a day, seven days a week (except for listed holidays) for Level I & Level II support for Authorized Users. Level I and Level II does not include IBM i (AS400) questions nor Solutions Application Software Questions. For all Customers, Level II, III and Level IV Support is available Monday through Friday from 8:00 AM to 5:00 PM (Prime shift). Advanced Scheduling of Offshift and Double time Level II, III and Level IV support may require a service order or written request. This can be in the form of a document, fax, or email.

Application Support is covered by a Licensed Code Support Agreement. Please contact Solutions during Prime shift. Rates specified under 2.1.1

IBM i/ Technical and Software Support are covered either hourly (Level III) with a 2 hour minimum per incident or under the IBM i - Server Management Agreement Attached herein. See priorities below and IBM i Statement of Work for SLA.

Approved Users/Covered Offices: Are employees that the Customer has approved to call for support during Prime Shift (normal rates apply) to the standard office number (712) 262-4520. It is important that an employee has permission to call and contract for services, because an invoice will be generated. It is assumed that all employees of the Customer are Approved Users unless restricted by Policy or by individual (exception basis). Calls will be prioritized by Managed Services Gold, IBM i Services and Silver Managed Service in that order as a priority (Bronze will be dispatched, to Customer technical personnel).

Authorized Users: Are Silver or Gold Managed Services users that are empowered by the customer to request billable support at offshift and double time rates. With a Silver or Gold Managed Services Agreement, authorized users may call Solutions regarding Level I and II service requests twenty-four hours a day, seven days a week. The user will be provided a 1-855 phone number for after hours support. The customer is required to provide an accurate list of current employees that are authorized (inclusion basis).

Requests from non-Approved and non-Authorized Users and non-IBM i covered Service requests: All other service requests will require an email, portal or telephone message request made to the Solutions technical Dispatch desk. All other calls will be logged and every attempt will be made to return the call as soon as possible. General Service Levels will not apply.

2.2.1.2. Non-Business Hours: Off Shift & Double Time Shift

Off Shift & Double Time Shift unless covered above will be Invoiced as stated 2.2.1.1. above.

2.2.1.3. Holiday Schedule

Holidays are considered non-business hours (Double Time Shift)

2.2.1.4. How to Get Help (Contact Support)

For Solutions Application Support, System I / iSeries or Custom Programming call (712) 262-4520

For Managed Services Clients - Call the 1-800 Support Number provided, call (712) 262-4520 or use the Customer Portal

For all other service and support inquiries submit a request to "Solutions' Help Desk - Solutions Customer Portal or Call and ask for dispatch.

For the Customer Portal you will need a username and password to login to the system. If you do not have an account, you may submit your request by requesting your IT staff or Office Technical Contact to submit it on your behalf or call 712-262-4520 and request Dispatch for Technical Support.

2.2.2. Duties and Responsibilities Overview

"Solutions" Responsibilities

Managed Services Customers - "Solutions" is your first line of defense when a user has a problem with a computer (desktop, laptop, or server), IBM i (where applicable), web access, email, Wide Area Network (WAN) or telecommunications. You can expect the following from us:

- We will acknowledge your issue within 1 hour to 8 business hours, depending on priority of the issue.
- We will take ownership of the issue.
- We will listen to you.
- We will resolve issues in a timely manner.
- We will ask for your feedback (customer surveys).

Customer Responsibilities:

We want customers to partner with us to find an agreeable resolution to any situation. Maintaining a positive connection by sharing information, demonstrating the ability to listen and remaining accountable are critical aspects for both "Solutions" and our customers. We ask the following from our customers:

- Report technology issues in a timely fashion.
- Document as much detail into the symptoms of the Issue as possible.
- Request and schedule special services well in advance in writing, when requested. For example installation of new equipment or creation of new user accounts.
- Acquire proper/recommended training for users. User support is not to be a substitute for training.
- Customer will pay all charges for equipment and/or services rendered unless otherwise covered by one of the Solutions Service Plans

2.2.3. Incidents, Problems and Service Requests

Ticket Creation

- The "Solutions" IT Specialists will be expected to create tickets that come in over the phone. Customers with access to the Help Desk portal application via user name and password will also be expected to create tickets. Once the ticket is created it will be auto assigned based on pre-defined criteria or you can assign it to the appropriate group.
- Upon creation of a ticket, the customer will automatically receive an email confirmation with the ticket or reference number. This confirmation denotes that the Incident or Service Request has been logged at the "Solutions" Help Desk, and that it has been dispatched to a team/IT Specialist. The customer is responsible for ensuring that their email address is provided to the "Solutions" Help Desk for update and resolution notification purposes.

Ticket Prioritization and Service Plans

The "Solutions" Dispatch Desk assigns a priority to every incident or service request that is initiated. A prioritization model is used to ensure a consistent approach to defining the sequence in which an Item needs to be resolved and to drive the assignment of resources.

Solutions Service Plans

The Customer is required to have implemented the appropriate service plan to qualify for Critical, Urgent, High, and Medium Priorities. Customers without the appropriate Service Plan will only qualify for Low Priority.

- Application Support is covered by the *Licensed Code Support Agreement* and is included here for Priority Reference only.
- IBM i Server Management for qualified problems involving this environment. *Requires: IBM i Statement of Work*
- Managed Services - Network. *Requires: Managed Services Statement of Work*
- Customers without a service plan will be dealt with as time permits regardless of the problem.

Priorities

"Solutions" will respond to problems according to the following Priorities for the above listed Service Plans:

- **Critical/Emergency** – Response time is 1 business hour. Used when many people are affected by this incident.
- **Urgent** – Response time is 2 business hours. Used only for tickets coming from Customer with Platinum Managed Services with Guaranteed Response Times.
- **High** – Response time is 4 hours. Used when 1 or more customer users are experiencing a problem that needs fairly quick attention.
- **Medium** – Response time is 8 business hours. Used when 1 or more customers are experiencing a problem that has a work around or does not need to be solved in 4 or less hours.
- **Low** – Response Time is 16 business hours. Used when 1 or more customers are experiencing a problem that is not effecting their work, but they would like it fixed.
- **Scheduled** – Response Time is 72 business hours. Research and/or waiting for Customer to respond to a request or testing. (Usually Involving Installation)

Problem Severity	Response Time	Acknowledgement Time
Critical/Emergency	1 business hour	30 Minutes
Urgent	2 business hours	1 business hour
High	4 business hours	2 business hours
Medium	8 business hours	4 business hours
Low	16 business hours	8 business hours
Scheduled	72 business hours	NA

Acknowledgement time is defined as the time allotted for an IT Specialist to acknowledge receipt of the reported incident. This metric is measured monthly and the internal SLA is that 99.50% of the tickets will be acknowledged within the time defined.

Response time is defined as the base time allotted to begin the troubleshooting or implementation effort. If the customer requires a specific date or time for the effort to commence, it must be defined within the ticket information.

2.2.4. Ticket Resolution (Closing a Ticket)

Documenting a complete resolution, once it is found, within the ticket is required. This will help others who run into the same problem. This can also be used to do some cross training. The "Solutions" goal for Closing Tickets is 90% of Help Desk tickets will be closed within 10 Business Days. (Most normal, routine incidents/requests where processes exist are actually completed in less than a week, however some incidents may require a work around for a short term until fully resolved (which may take longer than 10 days). The general expectation is that 90% of problems or incidents will be resolved within 10 days or less, with some exceptions.

2.3. Customer Communication

As previously stated, "Solutions" will update customers as Incidents are being worked and upon incident resolution. But sometimes through Utility failures, Hardware failures, Telephone failures, or Internet failures outside of Solutions control, Solutions will have a hard time contacting the Customer or receiving Customer calls. When this does happen Solutions will contact the Customer using the following methods if applicable:

- A message on the "Solutions" Help Desk phone so that you know there is an outage and it is being worked on.
- A General service order will be created followed by an email to the "Solutions"-Customer distribution lists. The email will advise Information Technology contacts of the disruption and will advise that people link to the Customer Portal for ongoing updates and information.
- Notification on the "Solutions" Homepage or Social Network Site Talk.Solutions
- If the outage affects all other forms of communication, "Solutions" will send a voice mail "blast" to the Information Technology contacts at other customers and departments to notify customers of the disruption.

2.4 Customer Escalation

The "Solutions" Help Desk is the single point of contact for Initiating all Incidents and Service Requests, Including any requests for ticket escalation. Please contact the "Solutions" Help Desk at 712-262-4520 or submit a ticket on the Customer Portal.

2.5. Billable or Pre-Paid Hours service order Process

All service orders (i.e. additional services, etc.) whether originated by "Solutions" or the customer, must be documented for approval. The process starts with a request submitted via the "Solutions" Help Desk or Customer Portal.

"Solutions" initiated service orders will not be executed without first notifying the customer, and when appropriate, getting customer approval. In the case of an emergency, the customer will be contacted as quickly as feasible and informed of the work performed.
Customer agrees to provide personnel for testing and validation of their equipment functionality after installation, upgrades, and other significant system updates.

2.6 Dispute Resolution

As per the "SOLUTIONS" INFORMATION TECHNOLOGY SERVICES AGREEMENT, of which this is a part, dispute resolution will be dealt with as per section 16.8. Dispute Resolution & Binding Arbitration.

2.7. Solutions SERVICE PLANS included with this Statement of Work

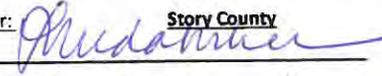
No IBM i Server Management Contracted - Level II & IV rates - 2 hour minimum per Instance - See SLA
Technical Services, may be, Contracted as Break/Fix - Level II,III,IV rates - See SLA terms and conditions as to priority and response
Standard Travel Rates Apply. Statement of Work is for Hourly Services only as needed. Round Trip Travel for the first technician is \$670 second, \$1,140 and third \$1,370, plus expenses.

3. INVOICING

All invoicing will occur monthly after services have been provided, unless pre-paid and all fees shall be due Net 30. Any additional services not identified in a Statement of Work (SOW) that are requested by Customer at any time during the term of the SOW will be billed by "Solutions" at "Solutions" then current rates, and Customer agrees to pay for said services under the terms and conditions of the Statement of Work and the Services Agreement.

SIGNATURES

IN WITNESS WHEREOF the parties have executed this Statement of Work as of the day and year first set forth above.

Accepted by Customer: Story County

signature LINDA MURKEN
Name Board Chair
Title 6-11 2019
Date

Accepted by Solutions, Inc.

signature
Alaire Nielsen
Name
Chief Financial Officer
Title

Date 2019



"Solutions", Inc.
2311 West 18th Street, Spencer Iowa 51301
712-262-4520

Changes to the Technology Services Agreement and Statement of Work Agreement

May 30, 2019

Barabara Steinbeck
Director
Story County IT
900 6th Street
Nevada, IA 50201

RE: Annual Support

Dear Barabara,

With this letter, we are sending our updated Statement of Work Agreements for technical support and our Licensed Code Support Agreement (Software Support).

Even if you have not budgeted to pay these agreements until after the Fiscal Year, please sign and return these to us with a note of the date you wish to be invoiced. Do you want to be invoiced before or after the fiscal year?

Not much has changed for our Support Agreements for this year as compared to last year.

There were not any price changes this year for Software and Application Support, except for travel (see "Travel Costs (for all agreements)" below).

Every year we review the verbiage for clarity. This section was changed regarding the rates for outside vendors (removing the rate), as these changes, depend on what vendor we work with.

3.2.4. IBM i Technical Support – Current rate starts at one hundred forty-five dollars per hour (\$145.00) for Primary Shift, with a two-hour minimum, unless otherwise described in Exhibit A or covered under a Services Agreement. Rate is based on service personnel involved. If outside vendors such as IBM i service or support personnel are involved, their time is not included, even if subcontracted.

Travel Costs (for all agreements):

Standard rates are going up as follows: Seventy dollars (\$68 to \$70) an hour to and from your offices. Fifty-eight cents (58 cents) per mile round trip, plus expenses. Costs will still be split when multiple customers are seen on the same trip.

Discount Rates: Our discount rates are staying the same (this year). Two hundred fifty dollars a day per technician, anywhere in the state. Discounted travel is only available for Silver and Gold Managed Services Customers.

Managed Services Customers at shorter distances: "Solutions" will always charge the lower amount for Managed Services Customers.

Services – Statement of Work - SoW:

IBM i – Server Management: Two changes (to clean up wording):

Customers and technicians are constantly confused as to where Network support stops and the IBM i support starts. We will always work with you to get your communication issues resolved, but it has always been assumed, that your Network, Personal Computers and Printers are configured and set up correctly. So, we made the following changes.

Trouble Shooting Personal Computer Interface to IBM i - electronically attached to the operating System - The Customer is required to have the Personal Computer correctly networked to the IBM i, and identifiable as a Workstation to the IBM i operating system.

Trouble Shooting Printer Interface to IBM i - electronically attached to the operating System - The Customer is required to have the Printer correctly networked to the IBM i, and identifiable as a Printer to the IBM i operating system.

Three Managed Services Offerings continue.

Bronze, Silver and Gold

- Services offered in 2018-2019 will continue in 2019-2020
 - We are offering Pre-paid Hourly services (other than Image Services) only to Silver & Gold Managed Services Customers or Hosted Database Clients.
 - Silver and Gold Managed Services will continue to be provided 24 hour support.

Hourly Rates have not changed:

If you do not have managed services Silver or Gold, only Level II, III and Level IV rates are available. Certain services will still require written approval (such as linking your personal cell phone to email). As stated previously, it is important that if you have a problem, that you have permission from your employer to call.

Level I-\$87, Level II-\$115, Level III-\$145 and Level IV-\$175

Coverage for Printers:

Printers have been confusing for everyone: In the past we didn't have a separate line item for Printers. Some Customers would request that we didn't cover them. "After all, if the Printer was a copier, that had a contract, why even monitor it?" Some Customers wanted us to keep track if there was a failure.

Internally, "Solutions" has always paid for the software to track them, whether we added those to the Customer's total or not, and the amount we did charge was nominal (\$1.50).

Starting this year, we are formalizing that policy. We are providing the count of the Printers that we have identified through Managed Services. There will be a Count at \$0.00 per unit \$0.00 per month (I.E no charge).

We are currently exploring what options might be attractive to end users regarding printer support. In the coming year(s), we will be offering different support options for Printers.

All Managed Services Customers – Changes – Please review:

Devices, that Solutions may monitor, but not bill for: We are now breaking this down as follows on your itemized breakdown:

Network Costs	Count	billable by Count
Workstations (PCs, Laptops, Workstations)	Count	billable by Count
Server Instances, Physical, and Virtual	Count	billable by Count
Network devices	Count	billable by Count
Printers – default is not billed – future product	Count	
Specialized Storage, NAS, Video – tracked only	Count	
Non-billable Miscellaneous Devices	Count	

Network Assessment and an analysis of all devices is required on a regular basis - Network Assessment Software will be loaded onto the Customer's Network or Networks and changes will be applied to the Statement of Work as needed.

The Customer will upgrade all Hardware and Software to recommended levels.

Once the Assessment has been completed an analysis will be delivered to the customer as to what hardware/devices are not or no longer acceptable and/or what software needs to be upgraded to minimum levels of support. The Customer, will at their own cost, have these devices and software upgraded to the minimum recommended levels.

Managed Services requires specified levels for wiring, switching and how the Customer's LAN and WAN is mapped. As part of the above Network Assessment, Solutions will provide to the Customer as to what changes are needed to be made to the existing network infrastructure for efficiency and security. The Customer will, at their own expense, have these devices and software upgraded to the minimum recommended levels. Due to the constant changes in the IT industry, periodic updates to these requirements may be made throughout the term of the agreement and may require the customer to update their network infrastructure. The requirements will be supplied to the customer.

Pre-Paid Hours – With the exception of Pre-Paid Labor for Image Services, Pre-Paid Technical Service Hours are only available for purchase for Silver or Gold Managed Services Customers. The Service plan also provides those customers with a discount applied to that rate.

The Silver and Gold requirement, gets printed, on the Pre-Paid Statement of Work Service Plan, but if you don't have Managed Services and have never purchased one of these current plans, you will never see this.

What can be Excluded from Managed Services?

Excluded devices might be devices such as Cell Phones that are regulated to a separate subnet. Or, miscellaneous hardware that has been identified and excluded (doorbell systems). These are devices that Solutions or the Customer has requested be excluded.

Please note: No Security devices (switches, routers and firewalls), Personal Computers, (both physical and virtual), Laptops, Workstations, Appliances (Linux based or otherwise), or Servers (both physical and virtual) may be excluded from the monitoring service, still applies.

Bronze – verbiage changes – Cleaning up the explanations

Managed Antivirus and Antispyware (Business or Enterprise Class only)- includes scheduled updates only. Only approved products are included. Check with Solutions for the approved list of products. Customer is still responsible for Licensing costs.

Installation & Break / Fix - All other services not covered with a Bronze Agreement above will incur hourly rates. Since this is a Managed Services Customer with a trained internal IT person, all hourly services should be handled by Internal IT unless a service order has been requested and assigned.

Silver – verbal changes – Cleaning up the explanations / Some items not getting done

Managed Antivirus and Antispyware (Business or Enterprise Class only) - adds all upgrades. Only approved products are included. Check with Solutions for the approved list of products. Customer is still responsible for Licensing costs and new installations

Backup - Notify the Customer if backup fails and offer to fix the problem. Notify specific personnel of the customer should the backup fail. Offer remedy (fix the problem) at an additional cost, unless the backup is covered by a separate, additional Statement of Work: IE Datto Agreement)

Executive Report & Review – Upon Request, Executive Reports are supplied to the customer. Onsite Reviews will be provided as needed. Travel is billed at standard rates.

Customers without a Managed Services Agreement - Break/Fix

No Change - Break/fix services without Managed Services Agreements can only be handled as time permits. If you do not have a Managed Services agreement, you will not be taken directly through when you call. Without a Managed Services agreement you will need to make a service request through our dispatch desk at our 712-262-4520 number and we will have someone call you back.

If you have any questions, please give me a call at 712-262-4520 or e-mail me at gdavis@gmdsolutions.com.

Best Regards,



President

Gregory E. Davis

President "Solutions"



SOLUTIONS

"Solutions", Inc.
2311 West 18th Street, Spencer Iowa 51301
712-262-4520

Licensed Code Support Agreement

This Support Agreement ("**this Agreement**") is made and entered into this 1st day of July, 2019 by and between "**Solutions**", Inc. (hereinafter "**Vendor**"), a (Software Developer and Licensor) with principal offices at 2311 West 18th Street Spencer Iowa 51301, and Story County IT hereinafter "**Customer**", a (Local Government and its Offices) with principal offices at: 900 6th Street, Nevada, IA 50201

WHEREAS, Vendor is in the business of developing computer programs, certain of which computer programs have already been Licensed by the Customer; and,

WHEREAS, the Customer desires to retain the services of Vendor to maintain and service the computer programs licensed by the Customer from Vendor, such maintenance and service of the Vendor's computer programs to be accomplished by Vendor pursuant to the terms of the Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, Vendor and the Customer hereby agree as follows:

Section 1 - Definitions

For the purposes of this Agreement, the following definitions shall apply to the respective capitalized terms:

1.1 "**Licensed Program**" The computer software described in Exhibit A hereto, including any extracts from such software, derivative works of such software, or collective works constituting such software (such as subsequent Releases) to the extent offered to Customer under this Agreement or the License Agreement.

1.2 "**Custom Program**" Any program that has been requested by the Customer to be written or installed in addition to the Customer's Licensed Program described in Exhibit A hereto.

1.3 "**Non Maintained Program**" Any program no longer maintained and updated to Vendor's current Release by the Customer. This can also be any program no longer offered for License by Vendor.

1.4 "**Installation**" The preparation and the loading of new or revised Licensed Programs onto the Customer's existing hardware. Installation is not limited to on-site loading, but also includes Licensed Programs sent or delivered to the Customer by Vendor.

1.5 "**Error**" Any failure of the Licensed Program to conform in all material respects to the functional specifications for the Licensed Program. However, any nonconformity resulting from Customer's misuse or improper use of the Licensed Program or combining or merging the Licensed Program with any hardware or software not supplied by Vendor, or not authorized to be so combined or merged by Vendor, shall not be considered an Error.

1.6 "**Error Correction**" Either a software modification or addition that, when made or added to the Licensed Program, establishes material conformity of the Licensed Program to the functional specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Program, eliminates the practical adverse effect on Customer of such nonconformity.

1.7 "**Enhancement**" Any modification or addition that, when made or added to the Licensed Program, materially changes it's utility, efficiency, functional capability, or application, but that does not constitute solely an Error Correction. Enhancements may be designated by Vendor as minor or major, depending on Vendor's assessment of their value and of the function added to the preexisting Licensed Program.



1.8 "Normal Working Hours" The hours between 8:00 A.M and 5:00 P.M. Central Standard Time, on the days Monday through Friday, excluding regularly scheduled holidays of Vendor.

1.9 "Releases" New versions of the Licensed Program, which new versions may include both Error Corrections and Enhancements.

1.10 "Major Enhancement" Shall be further defined as: Any modification or addition that, when made or added to the Licensed Program, materially changes the Programs file structure and may require Program modifications to any of the Customer's Custom Programming.

1.11. "User Requested Major Enhancements" An enhancement of a Licensed Program requested by a 75% minimum majority of users of that Licensed Program.

1.12 "Federal or State Mandated Enhancement" An enhancement mandated by a change or definition of Federal or State code.

1.13 "Minor Enhancement" An enhancement of a Licensed Program that materially changes its utility, efficiency, functional capability, or application, that Vendor feels will improve the Customer's usage.

1.14 "Trade Secrets" Any information, process, or idea developed by Vendor which Vendor considers confidential. Examples of trade secrets include, but are not limited to:

1.14.1 Licensed Program reports, source code, object code, and documentation developed by Vendor.

1.14.2 All information relating to Vendor Licensed Programs now existing or currently under development by Vendor.

1.15 "Training" The instruction of the Customer and/or the Customer's employees in the use of Vendor Programs.

1.16 "Agreement Term." A period of up to one year, commencing on the entered date of this agreement, and ending on the final day of the Customer's current fiscal year.

1.1.17. "Customer support" is a range of customer services to assist customers in making cost effective and correct use of a product. It includes assistance in planning, installation, training, trouble shooting, maintenance, upgrading, and disposal of a product

1.1.18. "Technical Support" Regarding technology products such as mobile phones, televisions, computers, software products or other electronic or mechanical goods, it is termed technical support.

Section 2 - Scope of Services

2.1 During the Agreement Term, Vendor shall render the following services in support of the Licensed Program, during Normal Working Hours, subject to the compensation fixed for each type of service in Vendor's rate schedule set forth in 3.2. Rate Schedule hereto:

2.1.1 Vendor shall maintain a program control center capable of receiving by telephone or network transmission, operator reports of system irregularities.

2.1.2 Vendor shall maintain a telephone hot line that allows Customer to report system problems and seek assistance in use of the Licensed Program.

2.1.3 Vendor shall maintain a trained staff capable of rendering the services set forth in this Agreement.

2.1.4 Vendor shall be responsible for using all reasonable diligence in correcting verifiable and reproducible Errors when reported to Vendor in Accordance with Vendor's standard reporting procedures. Vendor shall, within 36 working hours of verifying that such an Error is present, initiate work in a diligent manner toward development of an Error Correction. Following completion of the Error Correction, Vendor shall provide the Error Correction through a "temporary fix" consisting of sufficient programming and operating instructions to implement the Error Correction, and Vendor shall include the Error Correction in all subsequent Releases of the Licensed Program. Vendor shall not be responsible for correcting Errors in any version of the Licensed Program other than the most recent Release of the Licensed Program, provided that Vendor shall continue to support prior Releases superseded by recent Releases for a reasonable period sufficient to allow Customer to implement the newest Release, not to exceed 7 days.

2.1.5 Vendor may, from time to time, issue new Releases of the Licensed Program to its customers generally, containing Error Corrections, Minor Enhancements, and, in certain instances if Vendor so elects, Major Enhancements. Vendor shall provide Customer with one copy of each



new Release. Vendor shall provide reasonable assistance to help Customer install and operate each new Release, provided that such assistance, if required to be provided at Customer's facility, shall be subject to the supplemental charges set forth in 3.2. Rate Schedule hereto.

2.1.6 Vendor may, from time to time, offer Major Enhancements to its customers that may be covered under an Annual Maintenance Fee set forth in Exhibit A hereto. Those Major Enhancements not covered under an Annual Maintenance Fee shall be subject to the supplemental charges set forth in 3.2. Rate Schedule hereto.

2.1.7 Subject to space availability, Customer may enroll its employees in Vendor's training classes, held at Vendor's facility in Spencer Iowa, for regular or advanced training subject to the supplemental charges set forth in 3.2. Rate Schedule hereto.

2.1.8 Vendor shall consider and evaluate the development of Enhancements for the specific use of Customer and shall respond to Customer's requests for additional services pertaining to the Licensed Program (including, without limitation, data conversion and report-formatting assistance), provided that such assistance, if agreed to be provided, shall be subject to supplemental charges mutually agreed to by Support Vendor and Customer.

2.2 During the Agreement term Customer shall be responsible for the following:

2.2.1 The Customer agrees to provide Vendor with dumps, as requested and with sufficient support and test time on the Customer's computer system to duplicate the error, certify that the problem is with Vendor's Programs, and certify that the problem has been corrected.

2.2.2 The Customer shall inform Vendor in writing of any modifications made by the Customer to the Licensed Program. Vendor shall not be responsible for maintaining Customer modified portions of the Licensed Program or for maintaining portions of the Licensed Program affected by Customer modified portions of the Licensed Program. Vendor shall not be responsible for maintaining Custom Program modified portions of the Licensed Program or for maintaining portions of the Licensed Program affected by Custom Program modified portions of the Licensed Program. Corrections for difficulties or defects traceable to the Customer's errors or systems changes shall be subject to the supplemental charges set forth in 3.2. Rate Schedule hereto.

2.2.3. The Vendor shall make available to the Customer and publish on a quarterly basis, the operating system requirements needed to maintain and operate the Licensed Program. The Customer agrees to meet or exceed those requirements on the Computer system that the Licensed Program is licensed for within 90 days of the published date.

Section 3 - Fees and Charges

3.1 Customer shall pay Vendor an Annual Fee covering those Licenses as Specified in Exhibit A. Any additional services provided to the Customer shall incur charges as specified on the rate schedule set forth in 3.2. Rate Schedule hereto. Vendor reserves the right to change its rate schedule from time to time, provided that no such change will be effective until at least 30 days after Vendor has given Customer written notice of such change. Such written notice may be in the form of a statement in Vendor's regularly issued newsletter, website or social media.

3.2. Rate Schedule – All rates shown are current rates and are subject to change with a thirty (30) day notice.

3.2.1 Primary Shift – Monday through Friday – 8:00AM to 5:00PM. Off Shift 5:01PM to 7:59 PM Monday through Friday. Double time shift - 8:00PM to 7:59AM and weekends (Saturday and Sunday).

3.2.2. Application Support or Training – Current rate is one hundred fifteen dollars per hour (\$115.00) for Primary Shift with two hour minimum unless otherwise described in Exhibit A.

3.2.3 Computer Programming and Customer Support – Current rate is one hundred forty-five dollars per hour (\$145.00) for Primary Shift with two hour minimum unless otherwise described in Exhibit A.

3.2.4. IBM i Technical Support – Current rate starts at one hundred forty-five dollars per hour (\$145.00) an hour for Primary Shift with two hour minimum unless otherwise described in



Exhibit A or covered under a Services Agreement. Rate is based on service personnel involved. If outside vendors such as IBM i service or support personnel are involved, their time is not included, even if subcontracted.

3.2.5. Off shift is invoiced at 1.5 times the Prime shift rate with 2 hour minimum. Double time is invoiced at 2.0 times the Prime Shift rate with a two hour minimum.

3.2.6. Service orders – Articles 3.2.1., 3.2.2., 3.2.3.3.2.4., and 3.2.5. will require a service order or approval for over time, to be filled out by the Customer on work to be performed by Vendor on behalf of the Customer. Exceptions to this requirement will be Customer errors requiring immediate programming to be performed through communications due to time sensitive requirements. A sample of this Service order is available from the Vendor.

3.2.7. Travel and Expenses - the Customer will be provided flat fees for travel based on location, the number of personnel traveling and the number of other customers being invoiced in the same week of travel (up to two). The flat fee is based on current federal rate for mileage and average round trip time to and from the customer's site. Current rate is \$70.00 an hour and is subject to change. The Customer in addition to the travel charge will be invoiced for motel and meal expenses.

3.3 Reimbursement of Expenses. In addition to the foregoing, Customer shall pay Vendor its actual out-of-pocket expenses as reasonably incurred by Vendor in furtherance of its performance hereunder. Vendor agrees to provide Customer with access to such receipts, ledgers, and other records as may be reasonably appropriate for Customer or its accountants to verify the amount and nature of any such expenses. Expenses shall be reimbursed within ten (10) days after receipt of Vendor's invoice.

3.4. Invoices. Vendor shall invoice Customer each calendar month for all fees and charges accrued, and all reimbursable expenses incurred during the previous month(s), and Customer shall pay the invoiced amount immediately upon receipt of such invoice. Any amount not paid within 30 days after the invoice date shall bear interest at the lesser of 1.5 percent per month or the highest rate allowed by applicable law.

3.5. Responsibilities. Customer shall be responsible for procuring, installing, and maintaining all equipment, telephone lines, communications interfaces, hardware (other than the hardware constituting the program control center maintained at Vendor's facilities) and Software necessary to operate the Licensed Software and to obtain from Vendor the services called for by this Agreement.

Section 4 - Proprietary Rights

4.1 To the extent that Vendor may provide Customer with any Error Corrections or Enhancements or any other software, including any new software programs or components, or any compilations or derivative works, or Custom Program, prepared by Vendor (collectively, "Vendor Programs"), Customer may (1) install one set of the Vendor Programs, in the most current form provided by Vendor, in Customer's own facility; (2) use such Vendor Programs in a manner consistent with the requirements of the License Agreement, for purposes of serving Customer's internal business needs; and (3) make one copy of the Vendor Programs, in machine-readable form for nonproductive backup purposes only. Customer may not use, copy, or modify the Vendor Programs, or any copy, adaptation, transcription, or merged portion thereof, except as expressly authorized by Vendor. Notwithstanding Section 6 hereof, Customer's rights under this Section 4.1 shall remain in effect for so long as Customer is authorized to use the Licensed Programs under the License Agreement.

4.2 The Vendor Programs are and shall remain the sole property of Vendor, regardless of whether Customer, its employees, or contractors may have contributed to the conception of such work, joined in the effort of its development, or paid Vendor for the use of the work product. Customer shall from time to time take any further action and execute and deliver any further instrument, including documents of assignment or acknowledgment that Vendor may reasonably request in order to establish and perfect its exclusive ownership rights in such works. Customer shall not assert any right, title, or interest in such works, except for the nonexclusive right of use granted to Customer at the time of its delivery or on-site development.

4.3 The Customer acknowledges and agrees that the Vendor Programs, Error Enhancements, Major Enhancements, Minor Enhancements, State Mandated Enhancements, and Custom Programs (hereinafter referred to as "Programs") are Trade Secrets and proprietary products of Vendor, and as such are protected by Trade Secret laws. The Programs are licensed (not sold) on a nonexclusive basis for use by the Customer on a single computer system. The Programs shall not be copied or reproduced, in whole or in part, in any form



whatsoever, except for use by the Customer as a back-up and/or for archival purposes on a single computer system. The Customer will not, without the prior written consent of Vendor, transfer the Programs electronically from one computer to another over a network. The Programs shall not, under any circumstances, be used by the Customer concurrently on more than one computer system without the prior written consent of Vendor.

4.4 The Customer agrees to maintain full and complete records of the number and location of all Program copies used for back-up and/or archiving purposes, and to furnish these records to Vendor on request.

4.5 The Customer agrees that Vendor's license of the Program to the Customer is not assignable by the Customer, without the prior written consent of Vendor. The Customer shall not provide, or otherwise make available, the Program, in any form, to any person or entity, other than duly authorized employees of the Customer while acting within the scope of their employment for the Customer.

Section 5 - Disclaimer of Warranty and Limitation of Liability

5.1 Except as expressly set forth in this Agreement, Vendor expressly disclaims any and all warranties concerning the Licensed Program or the Services to be rendered hereunder, whether express or implied, including (without limitation) any warranty of merchantability or fitness for a particular purpose.

5.2 In no event shall Vendor's cumulative liability for any claim arising in connection with this Agreement exceed the total fees and charges paid to Vendor by Customer within the last 12 months. In no event shall Vendor be liable for any indirect, consequential, special, exemplary, or incidental damages of whatever kind and however caused, even if Vendor knew or should have known of the possibility of such damages.

5.3 No action, whether based on contract, strict liability, or tort, including any action based on negligence, arising out of the performance of services under this Agreement, may be brought by either party more than 2 years after such cause of action accrued, except that an action for nonpayment may be brought within two years of the date of the last payment.

Section 6 - Termination

6.1 This Agreement may be terminated as follows:

6.1.1 This Agreement shall immediately terminate upon the termination of the License Agreement;

6.1.2 This Agreement may be terminated by either party upon the expiration of the then-current term of this Agreement, provided that at least 30 days prior written notice is given to the other party; or

6.1.3 This Agreement may be terminated by either party upon 30 days prior written notice if the other party has materially breached the provisions of this Agreement and has not cured such breach within such notice period.

6.2. Following termination of this Agreement, Vendor shall immediately invoice Customer for all accrued fees and charges and all reimbursable expenses, and Customer shall pay the invoiced amount immediately upon receipt of such invoice. Customer may continue to use any work supplied to Customer by Vendor for the remaining term of the License Agreement. Any amount not paid within 30 days after the invoice date shall bear interest at the lesser of 1.5 percent per month or the highest rate allowed by applicable law.

Section 7 - Hiring of Vendor's Personnel

7.1 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.

7.2 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.

7.3 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.

Section 8 - Miscellaneous

8.1 Each party acknowledges that it has read this Agreement, understands it, and agrees to be bound by its terms. The parties further agree that this is the complete and exclusive statement of the agreement of the parties with respect to the subject matter hereof and that it supersedes and merges all prior proposals, understandings,



and agreements, whether oral or written, between the parties with respect to the subject matter hereof. This Agreement may not be modified except by a written instrument duly executed by the parties hereto.

8.2 This Agreement and the parties' obligations hereunder shall be governed, construed, and enforced in accordance with the laws of the State of Iowa.

8.3 In the event that any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall be enforced to the maximum extent permitted by applicable law.

8.4 Neither party may assign its rights or duties under this Agreement without the prior written consent of the other party, except to a successor of all or substantially all of its business and properties.

8.5 The waiver by either party of any term or condition of this Agreement shall not be deemed to constitute a continuing waiver thereof nor of any further or additional right may that such party hold under this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as set forth below.

(Customer) Story County IT

By: *Linda Murken*
(Please type or print)

Signature: *LINDA MURKEN*

Title: *Board Chair*

Date: *6/11*, 2019

Address: **900 6th Street**

Nevada, IA 50201

Telephone Number *382-7202*

(Vendor) "Solutions", Inc.

By: **Alaire E. Nielsen**
(Please type or print)

Signature: _____

Title: **Chief Financial Officer**

Date: _____, 2019

Address: **2311 West 18th St.**

Spencer, Iowa 51301

Telephone Number **(712) 262-4520**

Attachments -

Exhibit A



Solutions Support Agreement - Exhibit A for Story County

SUPPORT FEES: A support fee of : \$25,200.00 shall be paid by the Customer to cover the the following licensed programs as indicated: The Agreement starts on 07/01/19 and ends on 06/30/20.

Group C.		Fee
	<u>Assessor Administration Applications</u>	
___	Base Real Estate / Grain / Partial Exemption / M & E	_____
___	Sales Ratio Integration into base Real Estate	_____
___	Vanguard Integrated Work Module	_____
___	Schneider/Sidwell Transfer of CSR, Val. Acres	_____
	<u>Auditor</u>	
___	Base Real Estate / Grain / Utility Tax / TIF support	_____
___	Transfer Book and Reports	_____
<u>1</u>	Government General Ledger/Accounts Payable/Budgets and Accrual Reporting	\$6,800.00
<u>1</u>	Government Payroll System	\$6,000.00
___	Fixed Assets - Basic Inventory	_____
<u>1</u>	Drainage Accounting - Subsystem	\$1,000.00
___	Drainage Real Estate - Subsystem	_____
		\$13,800.00
	<u>Engineer</u>	
<u>1</u>	D.O.T. Accounting & Payroll System w/ interface to Auditor	\$4,800.00
<u>1</u>	Equipment Costs & Records	\$1,400.00
<u>1</u>	Parts & Materials Inventory	\$1,400.00
		\$7,600.00
	<u>Recorder</u>	
___	Instrument Indexes	_____
___	Accounts Receivable	_____
___	Vital Statistics	_____
	<u>Treasurer</u>	
___	Tax Receipting, Specials, Payments, Apportionment, Daily Cash Out & TaxSale	_____
___	Online Tax Payments - Loading, Receiving & Monitoring- Annual Fee	_____
<u>1</u>	Miscellaneous Receipts / GL / Treasurer's Sub-ledger	\$3,200.00
___	Drainage Tax Receipts-Subsystem	_____
___	Drainage Certificate Ledger-Subsystem	_____
___	Banking & Investments	_____
___	Content Manager (Imaging) for DOT Library	_____
___	Document Locator (Imaging) for DOT Library	_____
		\$3,200.00
	<u>OnDemand and Image Applications (other than Treasurer's DOT Imaging)</u>	
___	MODCA/IOCA/TIFF to PDF - Licensing for Government	_____
___	Scanning Interface for Imaging for Content Manager for 1st User	_____
___	Scanning Interface for Imaging for Content Manager for additional Users	_____
<u>1</u>	OnDemand Printer Output to Storage Definitions	\$600.00
___	Scanning Interface for Imaging for Document Locator for 1st User	_____
___	Scanning Interface for Imaging for Document Locator for additional Users	_____
		\$600.00

Solutions Support Agreement - Exhibit A for Story County

Group C.	<u>Cross Office & Specialty Applications</u>	Fee																								
_____	_____	_____																								
_____	_____	_____																								
_____	_____	_____																								
	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td> </td><td> </td><td> </td><td> </td><td> </td><td> </td></tr> </table>																									
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_____	_____	_____																								
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_____	_____	_____																								
	No Cross Office and Specialty Applications	\$0.00																								
	SUPPORT AGREEMENT TOTAL	<u>\$25,200.00</u>																								

The Support fee shall cover the following items for those Licensed programs indicated.

Federal and State Mandated Enhancements

Minor Enhancements

Major Enhancements as specified in the Agreement

Phone Support shall include and be limited to:

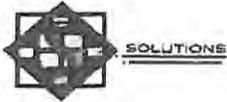
- Questions on the correct use and function of the Licensed Program.
- Reasonable assistance to install and operate new Licensed Program releases.
- Reasonable assistance relating to office procedures in regards to the operation of the Licensed Program.
- Assistance to correct the Customer's accidental or Incorrect usage of Licensed Program with a maximum of 2 hours per incident aggregate.
- All phone related support shall be limited to a 6 hour aggregate per module listed in Exhibit A, per office, per month.

Phone Support through this Agreement does not cover:

- Questions on the use of the Operating System, Database or Utilities. This may be covered by a variety of other service Agreements. Examples would be IBM i OS V7R3, Windows Server 2012 R2, 2016, 2019 Windows SQL, etc.
- Questions on Hardware This may be covered by a variety of other service Agreements.
- Fixing the Customer's data due to mistakes or incorrect usage of the program, requiring programming or other methods not covered.

Phone Support is just what is stated. It is not an offer to train over the phone, or perform other billable functions over the phone. All other duties performed over the phone shall incur our usual rates as specified in the Agreement

User Group Training in the use of Licensed Programs in such form and at such sites and times as may, from time to time, be arranged by Vendor. There may be a nominal charge for the class, to cover the cost of preparation, materials and facilities. Exception: Certain modules have built in the cost of Annual User Meetings. This will cover an unlimited number of people per county per meeting. Meetings not covered will be identified in advance.



Information Technology Services Agreement - Statement of Work

THIS STATEMENT OF WORK is made between "Solutions", Inc. (Solutions), and Story County according to the terms and conditions of the most recent signed Information Technology Services Agreement on file with Solutions dated 07/01/12 (the Agreement).

1. TERM

1.1 Service Commencement Date

The Services in this Statement of Work will commence 07/01/2019 as agreed by both Parties

1.2 Duration of Services

The term of this engagement shall be one year, after which time it will become a month to month engagement which can be cancelled with 30 days' notice.

2. SCOPE OF SERVICES

2.1 Overview

"Solutions" will supply the following Services listed here and attached hereto:

2.1.1. Hourly Services with the following rate schedule – All rates shown are current rates and are subject to change with a thirty (30) day notice

Application Support or Training – Current rate is \$115 per hour for Prime Shift with two hour minimum unless otherwise described in one of the attached Solutions Service Plans

Computer Programming, IBM i technical services, Image Services and Database Consulting – Current rate is \$145 for Prime Shift with two hour minimum unless otherwise described in one of the attached Solutions Service Plans

Four Levels for Technical Support Services - Rates Shown are Prime Shift - 2 hour minimum may apply for certain Projects

Level I - \$87.00 per hour - 15 minute minimum (example password reset) Available only with Silver or Gold Managed Services

Level II - \$115.00 per hour - 15 minute minimum (example network printer problem)

Level III - \$145.00 per hour - 15 minute minimum (example server problem)

Level IV - \$175.00 per hour to \$275 per hour 15 minute minimum - Rate is based on service personnel involved or if preapproved subcontractors are involved.

Service orders – May be required for Computer Programming, Consulting, Image Services and Training. It is the customer's responsibility that if they contact Solutions for Assistance on any of the Services listed under this rate schedule they should expect to be invoiced for Services provided at Solutions current rates. A sample of this service order is available from Solutions.

Travel and Expenses - the Customer will be provided flat fees for travel based on location, the number of personnel traveling and the number of other customers being invoiced in the same week of travel (up to two). The flat fee is based on current federal rate for mileage and average round trip time to and from the customer's site. Current rate is \$70.00 an hour per person and is subject to change. The Customer in addition to the travel charge will be invoiced out of pocket expenses for meals and hotels.

Discounted Travel Rate: Requires a Managed Services Agreement in Silver or Gold with Locked in travel rate. Those visits scheduled by Solutions personnel will be a per technician charge, of: \$250 per day to cover travel, motel and meals. Advanced scheduling is required to ensure that there are enough technical personnel available. Solutions reserves the right to change this rate upon 30 days notice to the customer. Should the rate in the previous paragraph Travel and Expenses be less than this discounted rate, the lower rate shall be used.

2.2. "Solutions" General Service Level Agreement

General Service Levels are defined as the general levels of support that are applicable to every "Solutions" service. Customer unique requirements (additions or changes) are documented in an SLA Addendum and take precedence over General Service Levels.

General Service Levels are described below:

2.2.1. Service Support

2.2.1.1. Business Hours

Prime Shift – Monday through Friday – 8:00AM to 5:00PM. Off Shift 5:01PM to 7:59 PM Monday through Friday. Double Time Shift - 8:00PM to 7:59AM, weekends (Saturday and Sunday) and Holidays.

Off shift is invoiced at 1.5 times the Prime shift rate with 2 hour minimum. Double time is invoiced at 2.0 times the Prime Shift rate with a two hour minimum.

Technical Support for Networking Hardware and Software based questions. For Silver and Gold Managed Services, the "Solutions" Technical Support Help Desk is on call Twenty-four hours a day, seven days a week (except for listed holidays) for Level I & Level II support for Authorized Users. Level I and Level II does not include IBM i (AS400) questions nor Solutions Application Software Questions. For all Customers, Level II, III and Level IV Support is available Monday through Friday from 8:00 AM to 5:00 PM (Prime shift). Advanced Scheduling of Offshift and Double time Level II, III and Level IV support may require a service order or written request. This can be in the form of a document, fax, or email.

Application Support is covered by a Licensed Code Support Agreement. Please contact Solutions during Prime shift. Rates specified under 2.1.1

IBM i/ Technical and Software Support are covered either hourly (Level III) with a 2 hour minimum per incident or under the IBM i - Server Management Agreement Attached herein. See priorities below and IBM i Statement of Work for SLA.

Approved Users/Covered Offices: Are employees that the Customer has approved to call for support during Prime Shift (normal rates apply) to the standard office number (712) 262-4520. It is important that an employee has permission to call and contract for services, because an Invoice will be generated. It is assumed that all employees of the Customer are Approved Users unless restricted by Policy or by individual (exception basis). Calls will be prioritized by Managed Services Gold, IBM i Services and Silver Managed Service in that order as a priority (Bronze will be dispatched, to Customer technical personnel).

Authorized Users: Are Silver or Gold Managed Services users that are empowered by the customer to request billable support at offshift and double time rates. With a Silver or Gold Managed Services Agreement, authorized users may call Solutions regarding Level I and II service requests twenty-four hours a day, seven days a week. The user will be provided a 1-855 phone number for after hours support. The customer is required to provide an accurate list of current employees that are authorized (inclusion basis).

Requests from non-Approved and non-Authorized Users and non-IBM i covered Service requests: All other service requests will require an email, portal or telephone message request made to the Solutions technical Dispatch desk. All other calls will be logged and every attempt will be made to return the call as soon as possible. General Service Levels will not apply.

2.2.1.2. Non-Business Hours: Off Shift & Double Time Shift

Off Shift & Double Time Shift unless covered above will be Invoiced as stated 2.2.1.1. above.

2.2.1.3. Holiday Schedule

Holidays are considered non-business hours (Double Time Shift)

2.2.1.4. How to Get Help (Contact Support)

For Solutions Application Support, System I / iSeries or Custom Programming call (712) 262-4520

For Managed Services Clients - Call the 1-800 Support Number provided, call (712) 262-4520 or use the Customer Portal

For all other service and support inquiries submit a request to "Solutions' Help Desk - Solutions Customer Portal or Call and ask for dispatch.

For the Customer Portal you will need a username and password to login to the system. If you do not have an account, you may submit your request by requesting your IT staff or Office Technical Contact to submit it on your behalf or call 712-262-4520 and request Dispatch for Technical Support.

2.2.2. Duties and Responsibilities Overview

"Solutions" Responsibilities

Managed Services Customers - "Solutions" is your first line of defense when a user has a problem with a computer (desktop, laptop, or server), IBM i (where applicable), web access, email, Wide Area Network (WAN) or telecommunications. You can expect the following from us:

- We will acknowledge your issue within 1 hour to 8 business hours, depending on priority of the issue.
- We will take ownership of the issue.
- We will listen to you.
- We will resolve issues in a timely manner.
- We will ask for your feedback (customer surveys).

Customer Responsibilities:

We want customers to partner with us to find an agreeable resolution to any situation. Maintaining a positive connection by sharing information, demonstrating the ability to listen and remaining accountable are critical aspects for both "Solutions" and our customers. We ask the following from our customers:

- Report technology issues in a timely fashion.
- Document as much detail into the symptoms of the issue as possible.
- Request and schedule special services well in advance in writing, when requested. For example installation of new equipment or creation of new user accounts.
- Acquire proper/recommended training for users. User support is not to be a substitute for training.
- Customer will pay all charges for equipment and/or services rendered unless otherwise covered by one of the Solutions Service Plans

2.2.3. Incidents, Problems and Service Requests

Ticket Creation

- The "Solutions" IT Specialists will be expected to create tickets that come in over the phone. Customers with access to the Help Desk portal application via user name and password will also be expected to create tickets. Once the ticket is created it will be auto assigned based on pre-defined criteria or you can assign it to the appropriate group.
- Upon creation of a ticket, the customer will automatically receive an email confirmation with the ticket or reference number. This confirmation denotes that the Incident or Service Request has been logged at the "Solutions" Help Desk, and that it has been dispatched to a team/IT Specialist. The customer is responsible for ensuring that their email address is provided to the "Solutions" Help Desk for update and resolution notification purposes.

Ticket Prioritization and Service Plans

The "Solutions" Dispatch Desk assigns a priority to every incident or service request that is initiated. A prioritization model is used to ensure a consistent approach to defining the sequence in which an item needs to be resolved and to drive the assignment of resources.

Solutions Service Plans

The Customer is required to have implemented the appropriate service plan to qualify for Critical, Urgent, High, and Medium Priorities. Customers without the appropriate Service Plan will only qualify for Low Priority.

- Application Support is covered by the *Licensed Code Support Agreement* and is included here for Priority Reference only.
- IBM i Server Management for qualified problems involving this environment. *Requires: IBM i Statement of Work*
- Managed Services - Network. *Requires: Managed Services Statement of Work*
- Customers without a service plan will be dealt with as time permits regardless of the problem.

Priorities

"Solutions" will respond to problems according to the following Priorities for the above listed Service Plans:

- **Critical/Emergency** – Response time is 1 business hour. Used when many people are affected by this incident.
- **Urgent** – Response time is 2 business hours. Used only for tickets coming from Customer with Platinum Managed Services with Guaranteed Response Times.
- **High** – Response time is 4 hours. Used when 1 or more customer users are experiencing a problem that needs fairly quick attention.
- **Medium** – Response time is 8 business hours. Used when 1 or more customers are experiencing a problem that has a work around or does not need to be solved in 4 or less hours.
- **Low** – Response Time is 16 business hours. Used when 1 or more customers are experiencing a problem that is not effecting their work, but they would like it fixed.
- **Scheduled** – Response Time is 72 business hours. Research and/or waiting for Customer to respond to a request or testing. (Usually Involving installation)

Problem Severity	Response Time	Acknowledgement Time
Critical/Emergency	1 business hour	30 Minutes
Urgent	2 business hours	1 business hour
High	4 business hours	2 business hours
Medium	8 business hours	4 business hours
Low	16 business hours	8 business hours
Scheduled	72 business hours	NA

Acknowledgement time is defined as the time allotted for an IT Specialist to acknowledge receipt of the reported Incident. This metric is measured monthly and the internal SLA is that 99.50% of the tickets will be acknowledged within the time defined.

Response time is defined as the base time allotted to begin the troubleshooting or implementation effort. If the customer requires a specific date or time for the effort to commence, it must be defined within the ticket information.

2.2.4. Ticket Resolution (Closing a Ticket)

Documenting a complete resolution, once it is found, within the ticket is required. This will help others who run into the same problem. This can also be used to do some cross training. The "Solutions" goal for Closing Tickets is 90% of Help Desk tickets will be closed within 10 Business Days. (Most normal, routine incidents/requests where processes exist are actually completed in less than a week, however some incidents may require a work around for a short term until fully resolved (which may take longer than 10 days). The general expectation is that 90% of problems or incidents will be resolved within 10 days or less, with some exceptions.

2.3. Customer Communication

As previously stated, "Solutions" will update customers as incidents are being worked and upon incident resolution. But sometimes through Utility failures, Hardware failures, Telephone failures, or Internet failures outside of Solutions control, Solutions will have a hard time contacting the Customer or receiving Customer calls. When this does happen Solutions will contact the Customer using the following methods if applicable:

- A message on the "Solutions" Help Desk phone so that you know there is an outage and it is being worked on.
- A General service order will be created followed by an email to the "Solutions"-Customer distribution lists. The email will advise Information Technology contacts of the disruption and will advise that people link to the Customer Portal for ongoing updates and information.
- Notification on the "Solutions" Homepage or Social Network Site Talk.Solutions
- If the outage affects all other forms of communication, "Solutions" will send a voice mail "blast" to the Information Technology contacts at other customers and departments to notify customers of the disruption.

2.4 Customer Escalation

The "Solutions" Help Desk is the single point of contact for initiating all Incidents and Service Requests, including any requests for ticket escalation. Please contact the "Solutions" Help Desk at 712-262-4520 or submit a ticket on the Customer Portal.

2.5. Billable or Pre-Paid Hours service order Process

All service orders (i.e. additional services, etc.) whether originated by "Solutions" or the customer, must be documented for approval. The process starts with a request submitted via the "Solutions" Help Desk or Customer Portal.

"Solutions" initiated service orders will not be executed without first notifying the customer, and when appropriate, getting customer approval. In the case of an emergency, the customer will be contacted as quickly as feasible and informed of the work performed. Customer agrees to provide personnel for testing and validation of their equipment functionality after installation, upgrades, and other significant system updates.

2.6 Dispute Resolution

As per the "SOLUTIONS" INFORMATION TECHNOLOGY SERVICES AGREEMENT, of which this is a part, dispute resolution will be dealt with as per section 16.8. Dispute Resolution & Binding Arbitration.

2.7. Solutions SERVICE PLANS included with this Statement of Work

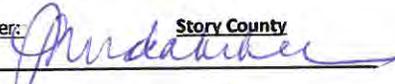
No IBM i Server Management Contracted - Level II & IV rates - 2 hour minimum per instance - See SLA
Technical Services, may be, Contracted as Break/Fix - Level II,III,IV rates - See SLA terms and conditions as to priority and response
Standard Travel Rates Apply. Statement of Work is for Hourly Services only as needed. Round Trip Travel for the first technician is \$670 second, \$1,140 and third \$1,370, plus expenses.

3. INVOICING

All invoicing will occur monthly after services have been provided, unless pre-paid and all fees shall be due Net 30. Any additional services not identified in a Statement of Work (SOW) that are requested by Customer at any time during the term of the SOW will be billed by "Solutions" at "Solutions" then current rates, and Customer agrees to pay for said services under the terms and conditions of the Statement of Work and the Services Agreement.

SIGNATURES

IN WITNESS WHEREOF the parties have executed this Statement of Work as of the day and year first set forth above.

Accepted by Customer: Story County

signature Linda murken
Name Board Chair
Title 6/11 2019
Date

Accepted by Solutions, Inc.

signature
Alaire Nielsen
Name
Chief Financial Officer
Title
Date 2019

CONTRACT

Kind of Work Tree and Brush Spraying in R.O.W.'s

County Story

Project No. IRVM Brush FY 2020

THIS AGREEMENT made and entered by and between Story County, Iowa, by its Conservation Board

of _____ Contractor.

WITNESSETH: That the Contractor, for and in consideration of (\$ _____)

payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefore, and in the locations designated in the notice to bidders, the various items of work as follows:

Item No.	Item	Quantity	Units	Unit Price	Amount
1	Complete brush spraying per proposal	400.00	HR	\$108.50	\$43,400.00
2					
3					
4					
5					
6					
7					
8					
9					
10	Contractor shall indemnify Story County for all acts or omissions arising from this contract and will add Story County, Iowa and Story County Conservation Board as additional insured on their Commercial General Liability, Workers Compensation, and Business Auto Liability Insurance. Coverage minimum is \$1,000,00.00 commercial umbrella				
11					
12					
13					
14	This policy is NOT insuring against any causes of action for which Story County, Iowa and Story County Conservation are already immune pursuant to Iowa Code Chapter 670. Story County, Iowa and Story County Conservation do not waive any immunity under Iowa Code Section 670 by being named as an additional insured.				
				Subtotal:	\$43,400.00
	O See supplemental information on Page 2			Pg2 Subtot:	\$6,704.00
				TOTAL:	\$50,104.00

Said specifications and plans are hereby made a part of the basis of this agreement and a true copy of said plans and specifications are now on file in the Story County Conservation Office.

That in consideration of the foregoing, the Contracting Authority hereby agrees to pay the Contractor, promptly and according to the requirements of the specifications the amounts set forth subject to the Conditions as set forth in the specifications.

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. Brush Control FY 2020

in Story County, Iowa, the within contract, the contractor's bond, and the general and detailed plans are and constitute the basis of contract between the parties thereto.

That it is further understood and agreed by the parties of this contract that the above work shall be commenced and completed on or before:

Approximate Starting Date	Specified Starting Date	Late Start Date	Number of Working Days
1-Jul-19			

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon by the parties hereto. It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine and render judgement as to any controversy arising hereunder.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the

Recommended by:

Approved:

APPROVED
DENIED

Board Member Initials: *[Signature]*

Meeting Date: 6/10/19

Follow-up action: _____

Story County, Iowa

Contracting Authority

By: *[Signature]*

Director, Story County Conservation Board

Date: 6/10/19

By: *[Signature]*

Contractor

Date: 5-22-2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/22/2019

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

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

PRODUCER PMC Advantage Insurance Services Inc 219 E State St PO Box 500 Algona IA 50511	CONTACT NAME: Tricia Lofstrom PHONE (A/C, No, Ext): (515) 295-9433 E-MAIL ADDRESS: tricia.lofstrom@phmic.com	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Brush & Weed Control Specialists Inc 1108 230th St PO Box 641 Algona IA 50511	INSURER A: Capitol Specialty Insurance Corporation	NAIC #
	INSURER B: Progressive Northern Ins Co	38628
	INSURER C: Scottsdale Ins Co	
	INSURER D: Liberty Mutual Group	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: CL1952209536

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		EV20182343-01	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution Liability \$ 100,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			02052448-8	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Policy Fee \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$ <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE			CXS004567	08/01/2018	08/01/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ PER STATUTE OTH-ER
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC534S347165038	08/07/2018	08/07/2019	E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

Story County Board of Supervisors, Story County Iowa & Story County Conservation Board are listed on policy as it pertains to General Liability.

CERTIFICATE HOLDER**CANCELLATION**
 Story County Conservation Board
 837 N Ave

Nevada

IA 50201

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

AUTHORIZED REPRESENTATIVE

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STORY COUNTY CONSERVATION

BID PURCHASING FORM

Employee requesting bid: Story County Conservation IRVM Department

Item(s) description:

Brush spraying will be done in Franklin, Washington, Grant, Nevada and New Albany Townships – Story County Iowa.

Brush control work outlined in attached quote proposal.

Price quotes were received from the following firms:

Firm: Brush and Weed Control Specialists Projected cost: \$50,104

Firm: Midwest Spray Team Projected cost: No bid

Comments: Tyler Kelley contacted Midwest Spray Team (Lyle Christenson) 4/30/2019 at 9:54 a.m. Midwest Spray Team indicated they were not interested in bidding on FY 2020 Brush Contract for Story County.

The following firm was selected: Brush and Weed Control Specialists

Purchase approved by: 

Date: 6/5/19

QUOTE PROPOSAL

Type of Work Tree and Brush Spraying in R.O.W.'s

Project No. IRVM Brush FY 2020

System Local

County Story County

The following is a quote for tree and brush spraying in Story County, Iowa, road right-of-ways.
All quotes must be received by May 31st, 2019 by 4:00 p.m.

Location:

Brush spraying will be done in Franklin, Washington, Grant , Nevada and New Albany Townships.

Schedule of Billing:

Amount charged will be based on time and materials. The actual amount billed will be taken from daily spray records of which the County will receive copies of at the time of billing. A running total will be kept as the work progresses to make sure contractor stays within the allocated budget

Schedule of Work:

Contractor can start the spraying program after July 1st, 2019 with a completion date no later than September 20,2019.

Scope of Work:

- Contractor will guarantee 90% control of all treated brush.
- Contractor will not apply herbicide in winds above 15 miles per hour.
- Contractor will use hand gun application equipment to ensure complete coverage.
- All contractors will follow herbicide label rates and recommendations.
- Any retreatments to areas where adequate control is not obtained will be done at no further expense to Story County.
- Chemical active ingredients approved by Story County IRVM are listed in supplemental contract information.

Exclusions:

- Contractor will not treat brush that is taller then 10 ft. tall
- Contractor will not treat trees that cannot be effectively be controlled without causing off site damage
- Contractor will not treat brush located on backslopes directly in front of farmsteads
- Contractor will not treat areas located within the sensitive area map that will be provided by Story County.

Contractor shall indemnify Story County for all acts or omissions arising from this contract and will add Story County, Iowa and Story County Conservation Board as additional insured on their Commercial General Liability, Workers Compensation, and Business Auto Liability Insurance. Coverage minimum is \$1,000,00.00 commercial umbrella. This policy is NOT insuring against any causes of action for which Story County, Iowa and Story County Conservation are already immune pursuant to Iowa Code Chapter 670. Story County, Iowa and Story County Conservation do not waive any immunity under Iowa Code Section 670 by being named as an additional insured.

Proposal of Brush & Weed Control Specialists
1108 230th St.
Algona Iowa 50511

Contractor Federal ID Number 42-1035409

The quoter hereby certifies that no other principal is involved in or has an interest in this proposal; that the quoter has thoroughly examined the plans and specifications and this contract form and is aware of the special provisions contained herein, that the quoter has examined the site of the work and understands that the quantities of work actually required by the plans and specifications are approximate only and are subject to increases and decreases- that the quoter understands that all quantities of work actually required must be performed and that payment therefore shall be at the unit prices stipulated herein- that the quoter proposes to timely furnish the specified materials in the quantities required and to furnish the machinery, equipment labor and expertise necessary to competently complete this project by the time specified, that no state or county official or employee has a direct or indirect interest in the contract which would cause violation of Section 314.2 Code of Iowa.

If this quote is accepted, Quoter agrees: to perform all "extra work" required to complete the project at unit prices or lump sums to be agreed upon in writing prior to commencement of such "extra work" or if prior agreement cannot be reached to perform the work on a "force-account basis" as provided in the specifications, to

the contract documents and to either complete the work within the contract period or pay liquidated damages with shall accrue at the daily rate specified below for each additional working day the work remains uncompleted, furnish a performance bond in an amount equal the contract award as security for the full and complete performance of the contract in accordance with the plans and specifications.

Group or	Amount of Proposal Guaranty	Construction Period	Working	Liquidated Damages	Per Day

~~_____~~
~~_____~~
~~_____~~

This project will be let as Sales Tax Exempt. Exemption Certificates will be sent out to the winning bidder.

Signatures are to be by authorized agent: If joint venture, each should sign.

Signed:
Date:

[Signature]
5-22-19



INVOICE

Invoice #: 4752970A

Date: 5/31/2019

Order #: 4752970

RFQ #:

Terms: **Net 30 Days Credit Card COD**

**2411 Dulles Corner Park
Suite 800
Herndon, VA 20171**

Sales Rep: Jacob Dreer

Phone: (703) 708-9675

Fax: (703) 709-8450

Email: sales@dlt.com

Web: http://www.dlt.com/

Bill To Address:

Name: Darren Moon
Agency: Story County (IA)
Address: 837 North Avenue

City/State/Zip: Nevada, IA 50201

Email: dmoon@storycounty.com

Ship To Address:

Story County (IA)
837 North Avenue

Nevada, IA 50201

Shipping Instructions:

Item	Part# / Mfg #	Description	Qty / Contract	Unit Price	Ext Price
	9701-1002930	Architecture Engineering & Construction Collection IC Government Multi-	2	\$3,136.00	\$6,272.00
	02HI1-WWNC50-T514	user ELD 3-Year Subscription Switched From Maintenance	OM		
Total Price:					\$6,272.00

4/1/19 - 5/31/21

APPROVED **DENIED**

Board Member Initials: DM

Meeting Date: 6/11/19

Follow-up action: _____

By ACH/Wire

DLT Solutions, LLC
Bank of America
ABA #111000012
Acct #4451063799
SWIFT Code: BOFAUS3N
Contact: ACH 301-517-3118
1455 Market Street
San Francisco, CA 94109

By Regular Mail

DLT Solutions, LLC
P.O. Box 743359
Atlanta, GA 30374-3359

By Overnight Mail

Bank of America Lockbox Services
DLT Solutions, LLC
Lockbox 743359
6000 Feldwood Road
College Park, GA 30349
301-517-3118

For Questions regarding this invoice or payment via electronic funds transfer, please contact Collections at (888) 358-9346

Invoices not paid within terms are subject to a 1.5% per month interest charge.

TIN: 541599882
CA Reseller: SCOHB 97-695811

Strictly Confidential

Page 1 of 1

221-2
DM

Provider Agreement

THIS AGREEMENT is entered into by and between Story County, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as "County", and Gatehouse Media Iowa, hereinafter referred to as "Provider", whose mailing address and telephone number is 317 Fifth Street, Ames, Iowa 50010, telephone 515-232-2160.

1. PURPOSE AND INTENT. The purpose of the agreement is for the Provider to:
 1. Incorporate County's publication *Our Story* in the Provider's weekly print publication *The Story County Sun* as follows:
 - a. One-time during the month of July 2019 as a full color, 2 consecutive pages (broadsheet pages) with no advertising; and
 - b. One-time during the month of January 2020 as a full color, 4 consecutive pages (broadsheet pages) with no advertising.
 2. Offer technical instruction and assistance as needed in the use of Adobe Creative Suites products to County staff in order to layout content and create print-ready PDFs. Print ready PDF's will come from the County Staff, and Provider can and will remove the advertisement from publication if deadlines agreed to by the County and Provider in advance of publication are missed.
2. COMPENSATION. County will pay \$2,850 for July 2019 and \$4,275 for January 2020 (for a total not to exceed \$7,125 for Fiscal Year 2020) upon satisfactory proof of publication. The Provider shall not be liable for slight changes, typographical errors, or quality issues that do not lessen the value of the advertisement. The Providers' liability for other errors is strictly limited to publication of the advertisement in any subsequent issues or the refund of any monies paid for the advertisement.
3. REQUIREMENTS. County and Provider hereby agree to perform all duties in accordance with all state and federal laws and regulations. This provision includes but is not limited to *Iowa Code* Section 144.32. County and Provider assures that no person shall be on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this agreement by the Provider.
4. TERM AND TERMINATION OF AGREEMENT. This agreement is effective on the 4th day of June, 2019 for a period of one year. Either party may terminate this agreement effective immediately for their convenience.
5. ASSIGNMENT. Neither party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.
6. INDEPENDENT CONTRACTOR. It is understood, and the provider agrees that it is an independent professional contractor and that Provider will not in any event be construed or hold itself out to be an employee or agent of the County. It is further agreed that at no time will the Provider or the work

efforts of the Provider be under the supervision or control of the County, although Provider agrees to comply with all reasonable requests and regulations applicable to any other business invitee of the County. It is also agreed that Provider, as an independent contractor, is not restricted to working exclusively for the County during the term of the Agreement.

7. APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL. This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree with all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa, with venue in Story County District Court. The parties hereby waive removal of any issue hereunder to the federal courts.

This agreement and referenced attachments constitute the entire contract for this specific project of the parties hereto and supersedes any prior agreement between the parties for this specific project.

STORY COUNTY, IOWA (County)

By:

Chairperson of the Board of Supervisors

Dated:

6-11-2019

GATEHOUSE MEDIA, IOWA (Provider)

By:

Title:

Publisher

Dated:

7-5-19

RECEIVED

JUN 10 2019

STORY COUNTY
BOARD OF SUPERVISORS

RESOLUTION #19-125

A RESOLUTION AUTHORIZING SUPPORT FOR THE NEVADA MAIN STREET IOWA PROGRAM

WHEREAS, A Main Street Iowa Committee was formed and found support for the Nevada Community to become a Main Street Iowa Community. It is the desire of the Committee to submit an application to become a Main Street Community and are asking Story County for their support and participation.

WHEREAS, Story County would like to support and participate in the Main Street Iowa program when possible being located within the proposed Main Street Nevada District.

WHEREAS, Main Street Iowa has been created to assist communities to develop a public-private effort to revitalize their historic commercial "Main Street" districts and,

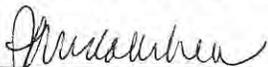
WHEREAS, the Iowa Economic Development Authority will be selecting Iowa cities to participate in the Main Street Iowa program,

NOW THEREFORE BE IT RESOLVED that the Story County Board of Supervisors, in Story County, Iowa:

Section 1. Endorses the submission of this application and agrees to participate in the development and support of the local Main Street program.

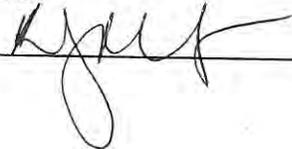
Section 2. Endorses the goal of economic revitalization of the Main Street district within the context of the historic preservation and rehabilitation of its historic buildings and supports the Main Street Approach® as developed by Main Street America.

PASSED, APPROVED, AND ADOPTED THIS 10th day of June, 2019.



Linda Murken, Chair

ATTEST:





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

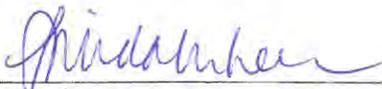
Memorandum

To: Story County Board of Supervisors
Through: Michael D. Cox, Director
From: Ryan M. Wiemold, Parks Superintendent
Date: June 10, 2019
Re: Consideration of Change Order No. 009 Between Boulder Contracting, LLC and Story County Conservation Board for the Tedesco Environmental Learning Corridor Bid Package No. 2 in the Amount of \$11,805.00.

This change order reflects additional repair needed in the park due to heavy rains. This work includes additional earthwork and seeding on areas that experienced erosion. It also includes placing large rocks and cobble on top of limestone revetment on the peak stone vein along the stream. It is in the best interest of the project to have our current contractor on site, Boulder Contracting LLC, address these repairs as soon as able so the park work can be finished and established for public use.

The contract sum will be increased by this change order in the amount of \$11,805.00. These changes are within the allocated budget for this project.

Story County Conservation Board recommends approval.


Approval
6-11-2019
Date

Disapproval

Date



AIA Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Tedesco Environmental Learning Corridor - BP#2 Trail Paving & Park Amenities Ames, IA	CONTRACT INFORMATION: Contract For: TELC-BP#2 Trail Paving & Park Amenities Date: April 10, 2018	CHANGE ORDER INFORMATION: Change Order Number: 010 Date: June 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 CONTRACT IS CHANGED AS FOLLOWS:

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

1. Additional Temporary Rolled Erosion Control Product, Type 2C is being added to the contract. The quantity is being increased by 300 square yards. The contract price for Temporary RECP, Type 2C is \$1.20/SY. 300 SY at \$1.20/SY is an increase of \$360.00.
2. Overseeding and Fertilizing at ½ Seed Rate is being added to the contract. The added quantity is 1.0 acre. The unit price for this item is \$450.00/acre. 1.0 acre at \$450.00/acre is an increase of \$450.00.
3. Overseeding and Fertilizing at Full Seed Rate is being added to the contract. The added quantity is 2.7 acres. The unit price for this item is \$550.00/acre. 2.7 acres at \$550.00/acre is an increase of \$1,485.00.
4. Additional field stone hauling is being added to the contract. Field stone will be hauled from the source site to the project site in Ames. At the project site, field stone will be hauled to and installed at the longitudinal peak stone toe protection location. Access points will be regraded with topsoil placed as needed, and trails will be cleaned.
 - a. The lump sum amount for mobilization is \$1,950.00.
 - b. Eight (8) end dump truck loads of rock will be hauled at a rate of \$285.00 per load for a total of \$2,280.00.
 - c. Field stone will be placed at the longitudinal peak stone toe protection area at a rate of \$88.00 per ton. 60 tons will be placed for a total of \$5,280.00.

The original Contract Sum was	\$ 1,068,788.00
The net change by previously authorized Change Orders	\$ 202,805.65
The Contract Sum prior to this Change Order was	\$ 1,271,593.65
The Contract Sum will be increased by this Change Order in the amount of	\$ 11,805.00
The new Contract Sum including this Change Order will be	\$ 1,283,398.65

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be as issued on April 30, 2019

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

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

Shive-Hattery, Inc.
ARCHITECT (Firm name)

[Handwritten Signature]
SIGNATURE

Luke Monat, P.E.
PRINTED NAME AND TITLE

June 5, 2019
DATE

Boulder Contracting, LLC
CONTRACTOR (Firm name)

SIGNATURE

PRINTED NAME AND TITLE

DATE

Story County Board of Supervisors
OWNER (Firm name)

[Handwritten Signature]
SIGNATURE

LINDA MURKEN, CHAIR
PRINTED NAME AND TITLE

6-11-2019
DATE

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared By: Amelia Schoeneman, Story County Planning and Development, 900 6th Street, Nevada, IA 50201 (515) 382-7245
Please Return to the Story County Planning & Development Department

RESOLUTION NO. 19-121

RESOLUTION OF THE BOARD OF SUPERVISORS OF STORY COUNTY, IOWA, SETTING DATE AND TIME FOR PUBLIC HEARING FOR FIRST CONSIDERATION OF ORDINANCE NO. 283 AMENDING CERTAIN BOUNDARIES OF THE OFFICIAL ZONING MAP OF STORY COUNTY IOWA, AS REFERENCED IN SECTIONS 86.02 OF THE STORY COUNTY CODE OF ORDINANCES, LOCATED IN SECTION 18 OF UNION TOWNSHIP (PARCEL 14-18-100-110) AT THE NORTHEAST CORNER OF THE INTERSECTION OF 560TH AVENUE AND 300TH STREET, UNDER THE OWNERSHIP OF WESTWOOD CENTER PARTNERS, LC, 6723 U.S. HIGHWAY 69, AMES, IOWA, FROM THE A-1 AGRICULTURAL ZONING DISTRICT TO THE A-R AGRICULTURAL RESIDENTIAL ZONING DISTRICT AND RESOLUTION #19-122 CORNERSTONE TO CAPSTONE (C2C) COMPREHENSIVE PLAN FUTURE LAND USE MAP AMENDMENT FROM THE AGRICULTURAL CONSERVATION AREA TO THE RURAL RESIDENTIAL AREA.

WHEREAS, the Board of Supervisors approved the *Code of Ordinances of Story County, Iowa*, on May 29, 2018; and

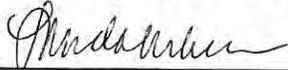
WHEREAS, Section 1.11 (2)(A) states a proposed ordinance shall be considered and receive a favorable vote for passage in accordance with Section 331.302 (6) of the Code of Iowa, as amended; and

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

AND WHEREAS, at their June 5, 2019, meeting, the Story County Planning and Zoning Commission recommended approval of the Official Zoning Map Amendment and C2C Future Land Use Map Amendment request.

NOW THEREFORE BE IT RESOLVED that a public hearing date on this matter be held on the proposed Ordinance No. 283 on the 18th day of June, 2019, in the Public Meeting Room of the Story County Administration Building, Nevada, Iowa, at 10:00 AM and the Board of Supervisors directs Planning and Development staff to place copies of the full text of the ordinance with the Office of the County Auditor.

Dated this 11th day of June, 2019.



Board of Supervisors
Story County, Iowa


County Auditor
Story County, Iowa

Moved by: Olson
Seconded by: Murken
Voting Aye: Olson, Murken
Voting Nay: None
Absent: None

Closure No. 19-52

Date June 6, 2019

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction in section 17 Washington Twp on

Dartmoor Rd is closed due to construction between R38 and City Limits of Ames

Motion by: Olson Seconded by: Murken

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



Story County Board of Supervisors

1-00

Permit Number 19-000

STORY COUNTY UTILITY PERMIT

Date 5/31/19

#119032

To the Board of Supervisors, Story County, Iowa:
XENIA RURAL

The WATER DISTRICT Company, incorporated under the laws of IOWA
authorize to do business within the State of Iowa, with its principal place of business at 23998
141st ST, Bouton IA 50039, 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 potable water on secondary route

To provide water service per attached map(s).

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 5/31/2019

XENIA RURAL WATER DISTRICT

Name of Company (Applicant - Permittee)

Roger Olsen (515) 676-2117
by ROGER OLSEN Phone no.

Recommended for Approval:

Date 5-31-19

Doreen Mun 515-382-7355
Asst. County Engineer Phone no.

Approved:

Date 6-11-19

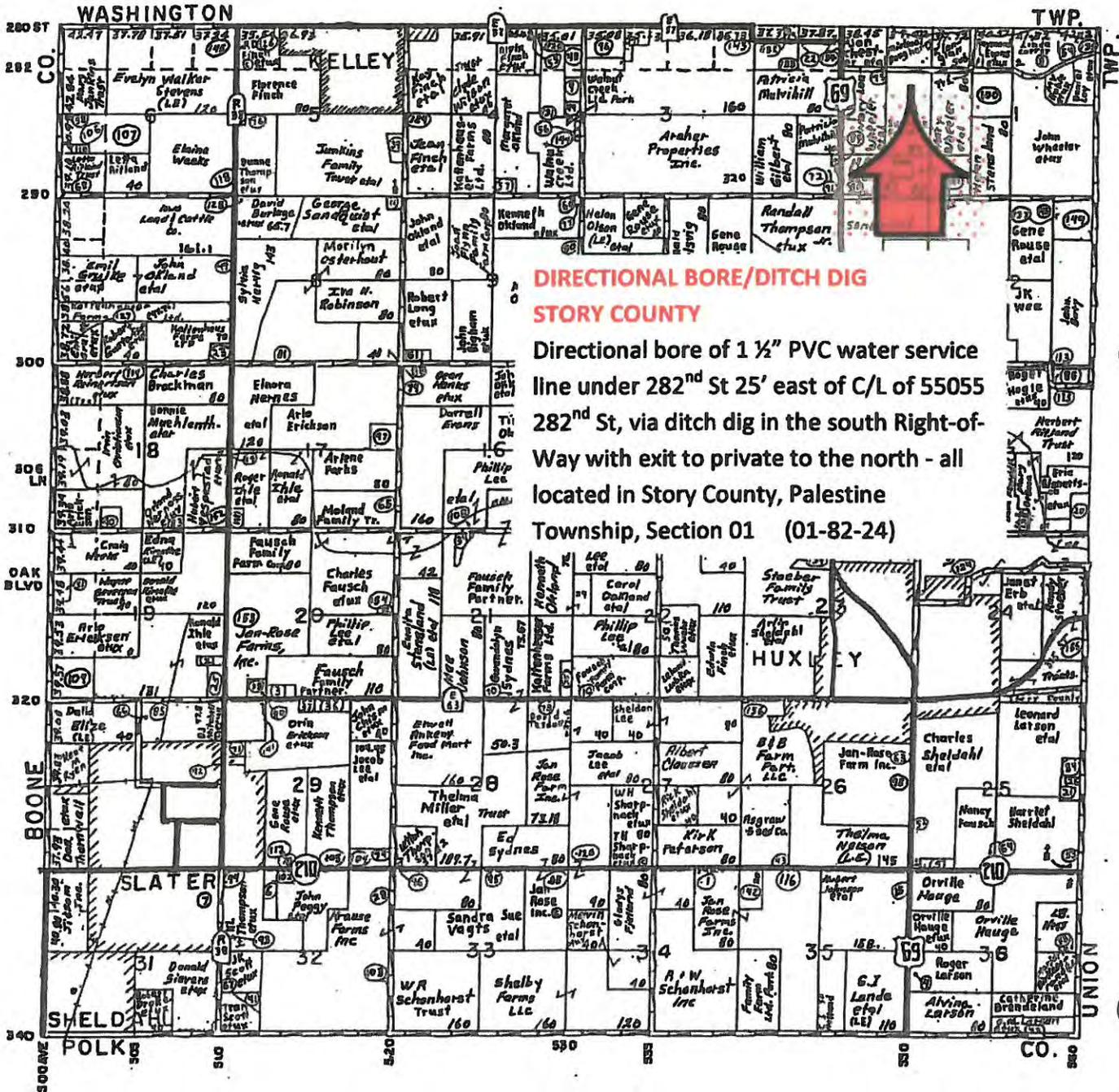
Minda Muehlen
Chair, Board of Supervisors
Story County, Iowa

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

T82N

PALESTINE

R24W



DIRECTIONAL BORE/DITCH DIG STORY COUNTY

Directional bore of 1 1/2" PVC water service line under 282nd St 25' east of C/L of 55055 282nd St, via ditch dig in the south Right-of-Way with exit to private to the north - all located in Story County, Palestine Township, Section 01 (01-82-24)



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
From: Michael D. Cox, Director
Date: June 11, 2019
Re: Consideration of Request to Engage the Trust for Public Lands for Technical Assistance in Identifying Potential Sustainable Funding Measures for Land and Water Conservation.

Sustainable funding for conservation has been a subject of much discussion locally and statewide for the last decade. The Conservation Board's strategic plan calls for reviewing options for this funding. I am proposing that we request assistance from The Trust for Public Land in connection with our efforts to develop and sustain reliable, ongoing sources of funding for land conservation. We are interested not only in the factual information that they can provide, but also their opinions and recommendations on public funding measures available to us and strategies to enact such measures. That would include understanding the public's priorities and attitudes concerning land preservation, water quality, and natural areas--including parks, trails, and fish and wildlife habitat--and how the public would respond to different methods of presenting those issues.

The Trust for Public Land is the national leader in funding mechanisms for land and water conservation. They have successfully identified mechanisms in several local jurisdictions throughout Iowa and nationally. The Conservation Board requests approval to send them a letter of request for their services as outlined above, from both Boards. This request does not in any way commit public funds to the efforts of The Trust for Public Land related to this request, nor does it require public disclosure of any confidential information of either organization.

The Story County Conservation Board urges your approval.

Approval

Disapproval

Date

Date

*To Return at
a later
date [Signature] 6/11/19*

[Story County, IA letterhead]

DATE

Mr. Will Abberger
Vice President, Director of Conservation Finance
The Trust for Public Land
306 N. Monroe Street
Tallahassee, FL 32301

Dear Mr. Abberger:

The Story County Conservation Board and the Story County Board of Supervisors request technical advice and assistance from The Trust for Public Land in connection with our efforts to develop and sustain reliable, ongoing sources of funding for land conservation. As part of your advice and assistance, I understand you may undertake feasibility research, including studying local laws and recent elections; conducting a public opinion survey; providing recommendations regarding program design; and assisting with the development of strategies for supporting dedicated, ongoing sources of public funds for land conservation.

We are interested not only in the factual information that you can provide, but also your opinions and recommendations on public funding measures available to us and strategies to enact such measures. That would include understanding the public's priorities and attitudes concerning land preservation, water quality, and natural areas--including parks, trails, and fish and wildlife habitat--and how the public would respond to different methods of presenting those issues.

Information provided to the Story County Board of Supervisors and Story County Conservation Board will be public record as a matter of law. This request does not in any way commit public funds to the efforts of The Trust for Public Land related to this request, nor does it require public disclosure of any confidential information of either organization.

This request will continue in effect for any advice you offer or presentations you submit for the use of this body related to such matters. In addition, we would like to take this opportunity to request that you continue to be available to provide technical advice and assistance in this area and on related matters in the future.

Thank you.

Sincerely,

Linda Murken
Chair, Story County Board of Supervisors

Craig Meyers
Chair, Story County Conservation Board

2019 Urban Renewal Area Schedule

TENTATIVE



Date/Deadline	Task/Item
4/12/19	Pre-Application Conference at 1:30 pm
6/4/19	Applications due by 5:00 pm
6/11/19	Board of Supervisors acknowledges receipt of applications and approves schedule
7/1/19	Consultation meeting notices sent (include project applications, existing URA Plan, proposed properties to be included in Ordinance, and schedule for presentations by applicants to the Board of Supervisors)
7/23/19	Presentations to the Board of Supervisors
	Consultation meeting (affected taxing entities have 7 days to recommend, in writing, any modifications.)
7/30/19	Written recommendations on potential projects from affected taxing entities due
8/6/19	Auditor presents report to Board of Supervisors
8/13/19	Discussion and direction by the Board of Supervisors on proposed amendments to staff
*9/10/19 or 9/24/19	Resolution setting public hearing date for Resolution adopting amended plan
	Board of Supervisors directs staff to place draft amended plan on County's website
*9/17/19 or 9/24/19	Time period for BOS to respond to taxing entities - no later than seven days before the public hearing on the proposed plan is held)
*9/24/19 or 10/1/19	Public hearing - Resolution approving amendments to the Urban Renewal Plan - Story County Urban Renewal Area

*Dates to be established by the Board of Supervisors on 6/11/19

Director of External Operations and County Services Vacancy

Interim Plan

Job Description Revision

Recruitment/Selection Process

Tentative Timeline

June 18th - approval of job description revision (if applicable)

June 18th through July 15th - job posting

July 15th through July 19th - review of applicants

July 22nd through July 26th - phone/skype interviews

August 5th through August 16th - committee interviews

August 19th through August 30th - tour, Board member interviews and public presentation

September 3rd through September 12th - final review, offer and background screening

September 17th - recommendation to the Board (consent agenda)

Early to mid-October start date

APPROVED

DENIED

Board Member Initials: _____

Meeting Date: _____

Follow-up action: _____

AM

6/11/19

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

Prepared By: Amelia Schoeneman, Story County Planning and Development, 900 6th Street, Nevada, IA 50201 (515) 382-7245
Please Return to the Story County Planning & Development Department

**STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER 19-115**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to subdivide real estate from Rosemary Osheim, 12934 Hillcrest Drive Story City, Iowa, 50248, involving the real estate located in Section 13 of Lafayette Township at 12934 Hillcrest Drive, Story City, Iowa, and identified as Parcel #01-13-400-475, hereinafter described on Attachment A and shown on Attachment B, and

WHEREAS, Rosemary Osheim is the legal titleholder of said real estate, and

WHEREAS, it appears that all conditions and requirements prescribed by Chapter 354 and Chapter 355, *Code of Iowa*, and as prescribed by the *Story County C2C Plan* and the *Code of Ordinances, of Story County, Iowa*, have been complied with and met,

AND WHEREAS, it is the opinion of the Board of Supervisors of Story County, Iowa, that it is advisable and in the best interests of Story County, Iowa, and all persons concerned, that said Plat be approved, and accepted.

NOW, THEREFORE, BE IT RESOLVED that the Residential Parcel Subdivision Plat of the D and R Osheim Subdivision, involving real estate hereinafter described on Attachment A and shown on Attachment B being the same, is hereby approved and accepted and all acts and deeds of the said owners and grantors in the premises are hereby confirmed and approved and the real estate hereinafter described on Attachment A shall hereinafter be known as the D and R Osheim Subdivision.

IT IS FURTHER RESOLVED that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution 19-115 to be affixed to said Final Plat upon its approval by the Board of Supervisors.

Dated this 11th day of June, 2019.



Board of Supervisors
Story County, Iowa



County Auditor
Story County, Iowa

Moved by: Olson

Seconded by: Murken

Voting Aye: Olson, Murken

Voting Nay: None

Absent: None

Staff Report

Board of Supervisors

Date of Meeting:
June 11, 2019

Case Number SUB06-19

Residential Parcel Subdivision – D and R Osheim Subdivision
Resolution No. 19-115
Section 13, Lafayette Township

APPLICANT: Rosemary Osheim
12934 Hillcrest Drive
Story City, Iowa, 50248

STAFF PROJECT MANAGER: Amelia Schoeneman, Planner

SUMMARY: A Residential Parcel Subdivision request to create two development lots and two outlots as follows: proposed Lot 1, a 3.06 net-acre lot containing the existing single-family dwelling and accessory structures at 12934 Hillcrest Drive, proposed Lot 2, a 2.12 net-acre lot located to the north of proposed Lot 1, which would be considered buildable for a dwelling, proposed Outlot A, a 1.58 net-acre lot, and Outlot B, a 1.32 net-acre lot. The outlots are not considered buildable. Outlot A is to be used for conservation proposes and Outlot B is to be joined with an adjacent property with a dwelling. All requirements for a residential parcel subdivision are met. Planning staff recommends approval of the proposed Residential Parcel Subdivision Plat as requested by the applicant.





Property Owner

Rosemary Osheim
12934 Hillcrest Drive
Story City, Iowa, 50248

Parcel Identification Number

01-13-400-475

Property Address

12934 Hillcrest Drive
Story City, Iowa

Location of Subdivision

Lafayette Township (Section 13, Township 85, Range 24)

Size of Area

8.08 (total net-acreage of subdivision)

Districts

A-1 Agricultural Zoning District
Roland Story School District
Story City Ambulance and Story City Fire Department
Xenia Rural Water, Interstate Power and Light, Midland Power Cooperative, Story City Municipal Electric
Keigley Branch—South Skunk River Watershed

Cities within Two Miles

City of Story City – The City of Story City addressed this item at their City Council meeting on May 6, 2019, and approved the request.

Description of Proposed Subdivision

The application is to consider a request for a Residential Parcel Subdivision to create two lots and two outlots:

1. Proposed Lot 1, a 3.06 net-acre lot containing the existing single-family dwelling and accessory structures at 12934 Hillcrest Drive
2. Proposed Lot 2, a 2.12 net-acre lot located to the north of proposed Lot 1, which would be considered buildable for a dwelling. There is already a buyer for the lot who plans on constructing a single-family dwelling. There is an existing driveway on the lot and the lot has frontage on Hillcrest Drive. It will be served by rural water.
3. Outlot A, a 1.58 net-acre lot not considered buildable for a dwelling. A drainage easement has been provided for the lot, which is intended to be used for conservation purposes.
4. Outlot B, a 1.32 net-acre lot not considered buildable. It is planned to be joined with a parcel to the west that contains a dwelling.

Current and Future Land Use



The proposed subdivision is located in the southeast quarter of the southeast quarter of Section 13 of Lafayette Township. The quarter quarter has been previously divided and contains three dwellings, including one dwelling on the subject property. The subject property meets the LESA exception to the 35-acre minimum lot size requirement (LESA 247, SA 167).

The dwelling on the subject property was constructed in 1974. It is located approximately 130 feet north of the 130th Street right-of-way and 245 feet east of the Hillcrest Drive right-of-way. The existing dwelling's septic system is located to the south of the dwelling. It is also served by private wells. There is an existing tree line that screens the dwelling to the south and west from 130th Street and Hillcrest Drive. In addition to the dwelling on the subject property, the property contains two accessory structures. One was constructed through an agricultural exemption in 2005. The dwelling and this accessory structure will be located on proposed Lot 1. The other accessory structure will be located on proposed Lot 2.

Proposed Lot 2 has a buyer in place who plans on constructing a single-family dwelling on the lot. Due to steep slopes on the property, Planning and Development staff have worked with the applicant to communicate required setbacks with the buyers and ensure it is buildable. There is an existing driveway on the lot. This drive appears to have been previously shared with the property owner to the north but has since been blocked off at the common property line. The lot has frontage on Hillcrest Drive. It will be served by rural water and private septic.

The subject property contains Natural Resources Area encompassing a drainage way and remnant prairie. These areas are all proposed to be located on proposed Outlot A. Conservation Director Mike Cox worked with the applicant to determine the boundaries of Outlot A based on the natural areas. An easement for the Outlot has been provided to the County.

In 2005, a division of the subject property took place. In 2019, two parcel line adjustment plats of survey were completed in preparation for the subdivision plat. The first separated the remainder of the quarter quarter west of Hillcrest Drive from the subject property so that it did not need to be surveyed as part of the subdivision plat. The second joined a portion of the subject proposed zoned GBC Greenbelt Conservation with a parcel to the north. To meet the requirements of a Residential Parcel Subdivision, all of the subject property must be zoned A-1 Agricultural. As previous divisions have occurred, any further divisions require a subdivision plat. Only the lots created through the Residential Parcel Subdivision process meet an exception to the 35-acre requirement to construct a dwelling in the A-1 District.

The subject property is designated as Agricultural Conservation Area by the Cornerstone to Capstone (C2C) Comprehensive Plan: "These areas encompass large areas of highly valuable farmland, with farming and agricultural production as the primary activity." Principles for the designation include to encourage high-value agriculture lands to remain in production, direct non-agricultural development to other C2C Plan Designations, and limit conflicts between agricultural uses, residences, and other uses. The subject property is not currently in row crop production.

Surrounding Land Use

Adjacent properties are as follows:



North:

A 20-acre parcel containing trees/forest and the South Skunk River. The parcel is zoned Greenbelt Conservation as part of the South Skunk River Greenbelt.

Northeast:

A 16.9 net acre parcel containing trees/forest and the South Skunk River. The majority of the parcel is zoned Greenbelt Conservation as part of the South Skunk River Greenbelt.

East:

35.22 net-acre and .54 net-acre parcels owned by the applicant containing a remnant prairie, the South Skunk River, and a forested area along the river. The parcels are zoned Greenbelt Conservation as part of the South Skunk River Greenbelt.

South:

A 2.98 net-acre parcel containing a dwelling.

A 9 net-acre parcel containing forested area and the South Skunk River. The parcel is zoned Greenbelt Conservation as part of the South Skunk River Greenbelt.

Southeast:

A 33.2 net acre parcel containing reconstructed and remnant prairie owned by the applicant.

West: The remainder of the quarter quarter separated from the subject property through a parcel line adjustment. It is under the ownership of the applicant and in row crop production.

Northwest:

5.22 and 2.31 net acre parcels containing single-family dwellings. The northeastern portions of the 5.22 net-acre parcel contains the South Skunk River and Greenbelt Conservation zoning. A boundary line adjustment of the 5.22 net-acre parcel was recently completed to incorporate a part of the subdivision zoned Greenbelt Conservation. Outlot B is also planned to be joined with the parcel.

There are a total of 37 parcels located within a quarter mile of the subject property. Of these properties, 21 contain single-family dwellings. Seven are located in the Royal Orchard Estates Subdivision, zoned R-1 Residential. One parcel in the subdivision does not contain a dwelling but is considered buildable. Two dwellings are located in the Woodhaven Estates Subdivision and zoned A-R Agricultural Residential. One dwelling to the south of Woodhaven Estates is also located on a parcel zoned A-R. Twenty parcels without dwellings meet the minimum lot size requirements to construct a single-family dwelling in the A-1 Agricultural District.

Applicable Regulations – Story County Land Development Regulations

87.07 (1) (A) (1)

(1) A subdivision may be submitted for review and approval as a residential parcel subdivision plat when all of the following are true:



- a. The development lots created by the subdivision are intended to be used for residential purposes.
- b. Only two development lots may be created.
- c. The Assessment Property Record Card for the property shall show a single-family dwelling and/or farmstead, as defined in Section 85.08, in existence.
- d. The subdivision includes no land set apart for new streets, alleys, parks, dedicated open space, school property, or public use.
- e. The subdivision lies wholly within the A-1 District. For parcels located within the boundaries of the Ames Urban Fringe Plan, the subdivision must be both zoned A-1 Agricultural and lie wholly within the Rural Service and Agricultural Conservation Area designation.
- f. Both development lots (created by the Residential Parcel Subdivision Plat) shall contain a minimum of one acre (net) each. All side and rear yard setback requirements must be met.
- g. All resulting development lots shall have access to an adjoining public roadway by actual road frontage or easement.
- h. No variances from subdivision or zoning standards shall be granted in order to accomplish the Residential Parcel Subdivision Plat.
- i. The existing parcel shall not have been created through a previously approved Residential Parcel Subdivision Plat. The proposal meets all of the above requirements for a Residential Parcel Subdivision Plat.

Commentary

The following comments are part of the official record of the proposed Residential Subdivision Plat – D and R Osheim Subdivision, Case No. 06-19. If necessary, conditions of approval may be formulated based on these comments.

The application materials were forwarded to the members of the Interagency Review Team on April 15, 2019. The following comments were received:

Story County Planning and Development

A residential parcel subdivision will create two lots that are each buildable for one single-family dwelling. Please describe the plans to construct a dwelling on Lot 2, including the potential location, design/type, and construction timeline.

Story County Environmental Health

No Environmental Health Concerns. Poorly drained soils, so septic will need to be designed accordingly.

General Public

Notification letters were mailed to surrounding property owners within a quarter-mile regarding the public meeting on the subdivision request June 5, 2019. No comments were received as of the writing of this report.

Analysis

Points to consider in evaluating the applicant's request to divide their property through the Residential Parcel Subdivision Plat process.



1. All requirements for a Residential Subdivision Plat in Section 87.07 of the Story County Land Development Regulations are met.
2. The quarter quarter has been previously divided and contains three dwellings, including one dwelling on the subject property.
3. There are a total of 37 parcels located within a quarter mile of the subject property. Of these properties, 21 contain single-family dwellings.
4. The subject property is designated as Agricultural Conservation Area and Natural Area by the Cornerstone to Capstone (C2C) Comprehensive Plan. No land is in row crop production and the subject property meets the LESA exception to the 35-acre minimum lot size requirement (LESA 247, SA 167).
5. The subject property contains Natural Resources Area encompassing a drainage way and remnant prairie to be located on proposed Outlot A. Conservation Director Mike Cox worked with the applicant to determine the boundaries of Outlot A based on the natural areas. An easement for Outlot has been provided to the County.
6. Proposed Lot 2 will take access via an existing driveway from Hillcrest Drive. It will be served by rural water. Proposed Lot 2 contains steep slopes. Planning and Development staff have worked with the applicant to communicate required setbacks with the buyers of the lot and ensure it is buildable.

Alternatives

Story County Planning & Development Staff recommend the approval of the D and R Osheim Subdivision, a Residential Parcel Subdivision Plat as proposed (alternative #1).

1. **The Story County Board of Supervisors approves Resolution #19-115, the Residential Parcel Subdivision Plat – D and R Osheim Subdivision as put forth in SUB06-19.**
2. The Story County Board of Supervisors approves Resolution #19-115, the Residential Parcel Subdivision Plat – the D and R Osheim Subdivision as put forth in SUB06-19 with conditions.
3. The Story County Board of Supervisors denies Resolution #19-115, the Residential Parcel Subdivision Plat – the D and R Osheim Subdivision as put forth in SUB06-19.
4. The Story County Board of Supervisors tables the decision on Resolution #19-115, the Residential Parcel Subdivision Plat – the D and R Osheim Subdivision as put forth in SUB06-19, and directs the applicant to address specific areas for additional information, review and/or modifications, and to work with staff to place the subdivision plat back on a future Board of Supervisor's agenda.

FINAL PLAT D & R OSHEIM SUBDIVISION

A RESIDENTIAL PARCEL SUBDIVISION OF
PART OF PARCEL D IN THE E1/2, SE1/4,
SEC. 13-85-24, STORY COUNTY, IOWA

OWNER/DEVELOPER:
ROSEMARY OSHEIM
12934 HILLCREST DR.
STORY CITY, IOWA

LINE	BEARING	DISTANCE
L1	N75°07'10"E	60.06'
L2	N43°22'47"E	107.27'
L3	N85°23'26"E	15.83'
L4	S17°10'33"E	66.92'
L5	S48°58'42"E	64.31'
L6	N77°16'12"E	45.00'
L7	S87°09'20"E	31.23'
L8	S77°48'18"E	79.82'
L9	N75°55'13"E	40.82'
L10	N76°44'39"E	37.35'

DISTRICTS:

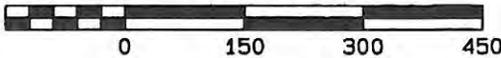
Fire: Story City
Ambulance: Story City
School: Roland Story
Zoning: A-1 (Agricultural)
Watershed: Keisley Branch - South Skunk River
Utilities: Xenia Rural Water
Interstate Power & Light
Story City Municipal Electric
Midland Power Cooperative

NOTES:

- Lot 1 is served by private septic and well.
- Lot 2 will be served by private septic and rural water.
- Lots designated as "Outlots" are not buildable.
- There exists a 30' wide easement for Xenia Rural Water across a portion of Lot 1 of this plat, per the document filed at Inset. No. 2000-04580. There is not enough information to be able to show the exact route of the easement.
- All new lots shall require an E911 address for uninhabited structures, including residences and businesses, telecommunications towers and facilities, and for any public assembly area including open-air, outdoor activities. E911 addresses shall be assigned by Story County at the request of the property owner.

- ⊗ = FOUND/SET MAG NAIL
- ⊙ = FOUND 1/2" REBAR
- ⊚ = FOUND 3/4" REBAR W/ ORANGE CAP #15745
- = SET 1/2" REBAR W/ YELLOW CAP #17161

GRAPHIC SCALE 1"=150'



SW CORNER
SE1/4, SE1/4
SEC. 13-85-24
SET MAG NAIL

130TH STREET / CO RD E-18 (ROW VARIES)

SE CORNER
SEC. 13-85-24
SET MAG NAIL

**FOX ENGINEERING
ASSOCIATES, INC.**

414 S. 11TH STREET, SUITE #107
AMES, IOWA 50010
PH. 515-233-0000

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

R. Bradley Stumbo Date: 6-5-19
R. Bradley Stumbo License #17161
My license renewal date is December 31, 2019
Job #14059-19A Date: 6/05/19 Page 1 of 2



Survey Description – D & R Osheim Subdivision:

A subdivision of part of Parcel D, as recorded in Slide 631, Page 4, in the East Half of the Southeast Quarter of Section 13, Township 85 North, Range 24 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Beginning at the Southeast Corner of said Section 13; thence S89°39'28"W, 357.64 feet along the south line thereof to the centerline of Hillcrest Drive; thence following said centerline N12°44'04"W, 661.25 feet; thence northerly, 130.34 feet along a curve concave to the west, having a radius of 2082.44 feet, a central angle of 3°35'10" and being subtended by a chord which bears N14°31'40"W, 130.32 feet to the Southwest Corner of Parcel B in the Southeast Quarter of said Southeast Quarter, as shown on the Plat of Survey filed in Slide 239, Page 3; thence N82°49'26"E, 333.08 feet to the Southeast Corner thereof; thence N05°47'34"E, 311.10 feet to the Northeast Corner of said Parcel B, said point being on the southerly line of Parcel E in the East Half of said Southeast Quarter, as shown on the Plat of Survey filed in Slide 636, Page 3; thence following said line S84°04'42"E, 8.02 feet; thence S84°47'33"E, 174.59 feet to the Southeast Corner of said Parcel E, said point being on the east line of said Parcel D and said Section 13; thence S00°23'46"W, 1103.47 feet along said line to the point of beginning, containing 9.64 acres, which includes 1.56 acres of existing public right of way.



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

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www.storycountyiowa.gov

6/7/2019

Information technology Quarterly Update

June 11, 2019

- Camera Project – Sheriff's Office
- Animal Control Network
- VoIP Improvements
- Multi-agency Projects
- Hardware Replacements
- Other