

STORY COUNTY BOARD OF SUPERVISORS
TENTATIVE AGENDA
Tuesday, May 01, 2012
Board Room, Story County Administration

CALL TO ORDER 10:00 a.m.

PLEDGE OF ALLEGIANCE:

CONSIDERATION OF MINUTES: 4/24/12 Minutes

PUBLIC COMMENT #1: This comment period is for the public to address topics on today's agenda

PUBLIC HEARING ITEMS:

1. None

ADDITIONAL ITEMS:

2. Consideration of Resolution #12-88, transfer of Drainage District Lafayette #106 to the City of Story City – Scott Wall
3. Consideration of Resolution #12-89, transfer of Drainage District Story City #53 to the City of Story City – Scott Wall
4. Consideration and action regarding additional FY12 budget appropriation – Lisa Markley
5. Consideration of setting final FY12 budget amendment for 5/22/12 – Lisa Markley
6. Discussions and consideration of Employer of Record Agreement between BooSt Together for Children (Boone and Story Counties) and Story County effective 06/01/12 – 6/30/13 – Alissa Wignall
7. Consideration of agreement between Story County and BooST Together for Children (Boone and Story) Early Childhood Iowa Area Board for Story County as fiscal agent effective 07/01/12 – 06/30/13 – Rick Sanders
8. Discussion of Paving Projects for 590th Avenue/600th Avenue and Grant Avenue – Darren Moon

AGENCY REPORTS:

9. Boys & Girls Club of Story County – Geff Gescheidler
10. American Red Cross – Stephen Barnett, Chapter Support Officer

DEPARTMENTAL REPORTS:

11. DHS – Pat Penning
12. IRVM - Joe Kookier
13. Planning & Development – Leanne Harter

LIAISON ASSIGNMENTS & COMMITTEE MEETINGS UPDATES:

- 14.

OTHER REPORTS:

15. None

CONSIDERATION OF PERSONNEL ACTIONS: 1)new hire in a)CLP effective 5/2/12 for Jessica Tull @ \$10.77/hr; effective 5/4/12 for Eliza Crawford @ \$10.77/hr; effective 5/7/12 for Jennifer Gustin @ \$10.77/hr; b)Secondary Roads (summer help) effective 5/7/12 for Brent Fangman @ \$12.00/hr; 2)pay adjustment-longevity effective 5/20/12 in a)Attorney's Office for Shelly Beard @ \$1,327.72/bw; b)CLP for Arlys Neal @ \$1,277.49/bw; Loretta Sansgaard @ \$9.64/hr; (union contract) for Maria Grieser @ \$12.48/hr; Angela Rogers @ \$11.43/hr; c)Community Services for Sheila Merz @ \$1,483.56/bw; d)Sheriff's Office (all-union contract) Scott Kickbush @ \$2,611.56/bw; Zachary Skelton @ \$1,533.17/bw; 1 yr. step increase for Jason Fugere @ \$1,518.77/bw; Travis Harrison @ \$1,518.77/bw; 4 yr. step increase for Amanda Roush @ \$1,732.27/bw; 5 yr. step increase for Isaac Bean @ \$1,825.62/bw; 2)re-hire in a)CLP effective 5/1/12 for Karen Chitty (temporary) @ \$14.07/hr; b)Secondary Roads (summer help) effective 5/7/12 for Byrl Hinderaker @ \$10.50/hr; Travis Sargent @ \$9.25/hr;

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.)

1. Consideration of Story County Economic Development Group FY'12 funding allocation recommendation of \$62,440.00
2. Consideration of Resolution #12-90, amending the 1995 28E agreement between Story County, Story County Emergency Management Commission, and the City of Des Moines for Hazmat Response
3. Consideration of Resolution #12-77, Noxious Weeds
4. Consideration of Resolution #12-91, approving the final agricultural subdivision plat of Kingman Subdivision located on certain lands under the ownership of Patricia Appleby; Karen Cochran; Cathy Long; Mary Beth Elliott; and Tami Tillman Subject to a Life Estate in Barbara Kingman located in Section 07 of Collins Township
5. Consideration of Quarterly Report: Treasurer
6. Consideration of Memorandum of Understanding (MOU) between the City of Ames and Story County, Iowa regarding Bureau of Justice Assistance 2011 Edward Byrne Memorial Justice Assistance Grant funds available to City of Ames and Story County for the use of improving law enforcement programs
7. Consideration of Contract with Manatt's Inc., Brooklyn, Iowa for HMA resurfacing of 180th Street from Dayton Avenue east 0.64 miles to McFarland Park, Sec 18, Milford Twp - Project #L-MIL- -73-85 in the amount of \$104,054.46
8. Consideration of Contract with Manatt's Inc., Brooklyn, Iowa for HMA resurfacing of Richland Street from S27 east 0.49 miles to Union Pacific Railroad, Sec 22, Richland Twp - Project #LFM-FERN- -7x-85 in the amount of \$81,412.69
9. Consideration of Request from Nevada Kiwanis Club for temporary signage along route in the county right of way for bike ride effective June 9, 2012 from 8:30 am to 1:30 pm
10. Acknowledgement of Updated Manure Management Plan for Maxwell Farms, Inc., Maxwell West, 31075-640th Ave., Maxwell, Ia., NW ¼ of the NE ¼ of Sec. 20, T83,R22, Indian Creek, Story County, IA.
11. Acknowledgement of Updated Manure Management Plan for USDA-Nation Centers for Animal Health, 1920 Dayton Ave., Ames, IA., T84N, R23W, Milford Twp, Story County, IA.
12. Consideration of appointment to Randi Peters, Ames; Phil Johnson, Ames to the Judicial Magistrate Appointment Commission, filling unexpired term ending 12/31/2014
13. Consideration of Road Closure(s): #12-47, #12-48
14. Consideration of Utility Permit(s):#12-42

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.

ANNOUNCEMENTS FROM THE SUPERVISORS

1. Consideration of recommendation from counsel to go into closed session per Iowa Code Section 21.5(1)(c) followed by meeting of the BOS in closed session – Stephen Owen, Asst. County Attorney
2. Adjournment of closed session and reopening of the BOS public meeting immediately following the closed session as well as possible consideration of final action on matters addressed with counsel in closed session. (NOTE: final action may be continued to a public meeting scheduled at a later date at the discretion of the BOS.)

ADJOURNMENT

RESOLUTION #12-88

RESOLUTION TO TRANSFER CONTROL OF DRAINAGE DISTRICT

WHEREAS, the Story County Board of Supervisors, acting as Drainage District Trustees, have the authority, under Code of Iowa Section 468.322, to transfer control of any drainage district with twenty-five percent or more of its lands lying within the corporate limits of any city, whose drains are constructed wholly or partially of sewer tile and are being used by the city for drainage purposes, and

WHEREAS, 62% of the area of Drainage District Lafayette #106 lies within the corporate limits of the City of Story City, IA, and

WHEREAS, under Code of Iowa Sections 468.323 – 326, the Board of Supervisors may pass a resolution to transfer control of a drainage district to a City Council and it shall be the duty of that City Council to accept said control,

IT IS THEREFORE RESOLVED that the Story County Board of Supervisors, acting as Trustees of Drainage District Lafayette #106, transfer control of said district to the City of Story City's City Council, effective 60 days from the date below of passage and approval of this resolution.

Passed and approved this 1st day of May, 2012.

Moved by: _____
Seconded by: _____
Voting aye: _____
Voting nay: _____
Absent: _____
Abstaining: _____

Wayne Clinton, Chair
Story County Drainage District Trustees

ATTESTED:

Lucy Martin, Story County Auditor

RESOLUTION #12-89

RESOLUTION TO TRANSFER CONTROL OF DRAINAGE DISTRICT

WHEREAS, the Story County Board of Supervisors, acting as Drainage District Trustees, have the authority, under Code of Iowa Section 468.322, to transfer control of any drainage district with twenty-five percent or more of its lands lying within the corporate limits of any city, whose drains are constructed wholly or partially of sewer tile and are being used by the city for drainage purposes, and

WHEREAS, 37% of the area of Drainage District Story City #53 lies within the corporate limits of the City of Story City, IA, and

WHEREAS, under Code of Iowa Sections 468.323 – 326, the Board of Supervisors may pass a resolution to transfer control of a drainage district to a City Council and it shall be the duty of that City Council to accept said control,

IT IS THEREFORE RESOLVED that the Story County Board of Supervisors, acting as Trustees of Drainage District Story City #53, transfer control of said district to the City of Story City's City Council, effective 60 days from the date below of passage and approval of this resolution.

Passed and approved this 1st day of May, 2012.

Moved by: _____
Seconded by: _____
Voting aye: _____
Voting nay: _____
Absent: _____
Abstaining: _____

Wayne Clinton, Chair
Story County Drainage District Trustees

ATTESTED:

Lucy Martin, Story County Auditor

This Agreement is effective on June 1, 2012 and is made by and between the BooSt Together for Children (Boone and Story Counties) Early Childhood Iowa Area Board (BOARD), and Story County (SERVICE PROVIDER).

In consideration of the mutual covenants contained in this Agreement, the sufficiency of which is acknowledged, it is agreed as follows:

1.0 IDENTITY OF PARTIES

- 1.1** The BooSt Together for Children (Boone and Story Counties) Early Childhood Iowa Area Board, (referred to in this document as the "Board") is the issuing entity for this Agreement. The Board's address is: **900 W 3rd St, Boone, Iowa 50036.**
- 1.2** **Story County**, (referred to in this document as "Service Provider") is the contracting entity, and is entering into this Agreement to provide the products and or services defined in Section 3 below. The address of the Service Provider is: **900 Sixth Street, Nevada, Iowa 50201.**

2.0 DURATION OF CONTRACT

The term of this Agreement shall be **June 1, 2012** through **June 30, 2013**, unless terminated earlier in accordance with Section 5 of this Agreement. The Board shall have the option to renew this Contract for up to **5** additional one (1)-year extensions by giving the Service Provider written notice of the extension decision at least thirty (30) days prior to the expiration of the initial term or renewal term.

3.0 SCOPE OF SERVICES

- 3.1** The Service Provider shall provide employment-based services and assume employer liability for employees of the Board. The performance by the Service Provider of all agreed upon services shall be contingent upon the timely submission from the designated Board representative to the Service Provider of necessary information regarding time worked and duties assigned to Board employees. The Service Provider's duties shall include, but not be limited to, the following:
 - 3.1.1** Comply with all local, state, federal, and other laws protecting the civil rights, employment practices, physical safety, and health of employees at the Board's worksite for employment decisions covering employees as related to activities for which the Service Provider has control;
 - 3.1.2** Provide employee benefits packages, and employee payroll compensation for employees hired by the Board. The Board will contribute a monthly stipend per eligible employee to be used at the employee's discretion toward available employee health, dental, and cafeteria plan benefits. Employees shall receive as compensation payment any amount of the of the monthly employee benefits contribution from the Board, up to the full stipend amount per month, that has not been otherwise designated to go toward benefit expenses selected by the employee. Employee compensation and/or raises will be determined by the Board and based on funding availability and/or recommendations made by the County.
 - 3.1.3** Assume responsibility for payment and filing, under the Service Provider's employer identification number, applicable governmental reports for all payroll taxes and compliance with local, state, and federal withholding laws;
 - 3.1.4** Assume responsibility for payment and filing all applicable state and federal unemployment reports to the proper jurisdiction;
 - 3.1.5** Assure compliance with governmental requirements pertaining to the eligibility of employees at the Board's worksite for employment under applicable immigration and naturalization laws;

- 3.1.6 Assume responsibility for and compliance with any requirements pertaining to garnishment of employee wages;
- 3.1.7 Create and maintain employee personnel records for the purpose of governmental compliance or employment mandated forms and to build and document a history of employee's work record;
- 3.1.8 Perform additional designated human resource services for the Board as may be agreed upon in writing between the parties as outlined;
- 3.1.9 Assume responsibility for payment of applicable premium(s) to insurance companies, specific stop loss, claim run-in and run-out liability as related to self insured benefit plans and liability for COBRA, HIPAA, and distribution of all welfare benefit summary plan descriptions (SPD), summary annual reports, and filing applicable reports as required for employees;
- 3.1.10 Assume responsibility for 401(k) / Iowa Public Employees' Retirement System (IPERS) fiduciary requirements relating to transfer of employee deferrals and any matching contributions to the plan, fund manager, record keeper, and other third party administrators. Assume responsibility for employee education, summary plan description (SPD) distribution, summary annual reports, plan testing and timely filing of applicable reports as required for employees;
- 3.1.11 Provide and maintain worker compensation insurance for employees, process claims as necessary and classify employees as set forth in guidance provided the National Council on Compensation Insurance, Inc.;
- 3.1.12 Submit invoices and payroll reports for expenditure payments to the Board by the fifteenth (15th) day of each calendar month. Reports shall be submitted in a format agreed to by the Board and the Service Provider, and shall include information the Service Provider is required to maintain as described in this section and as the Board may request, and as is necessary to reconcile the records of the Board with the records of the Service Provider.

3.2 Performance Measures

- 3.2.1 Payment shall be issued as directed for employee payroll compensation and other employee-related expenses every other week, or to comply with the Service Provider payroll schedule, once the Service Provider receives written or electronic notification from designated Board personnel.
- 3.2.2 Maintain 100% accurate accounting of disbursements for funds under this contract in sufficient detail to make required reports to the Board and to facilitate reconciling with their records.
- 3.2.3 Reports required by law shall be submitted in a timely and accurate manner.

3.3 Monitoring Clause.

The Board or designee will monitor the performance of the Service Provider monthly to ensure that the Service Provider is meeting the deliverables of the contract and achieving the specified results. The Service Provider will be required throughout the duration of the contract to satisfactorily provide the services described in the Scope of Work Section in order to meet the desired outcomes.

Reports shall be submitted in a format agreed to by the Board. The Service Provider shall include the information the Service Provider is required to maintain as described in the Scope of Services and as the Board may request. The Board will also monitor the Contractor's performance by reviewing invoices submitted by the Contractor.

3.4 Review Clause.

The Service Provider shall meet with the Board as requested and provide information for review of the Service Provider's compliance with the terms of the Contract and level of

performance. The Service Provider agrees that the Board or the Board's duly authorized and identified agents or representatives shall have the right to access any and all information pertaining to the Contract, conduct site visits, conduct quality assurance reviews, review contract compliance, assess management controls, assess the contract services and activities, and provide technical assistance. At a minimum, the Service Provider and Board will evaluate achievements of the contract performance targets and results.

4.0 COMPENSATION

- 4.1 Payment for Performance Clause.** Payment shall be contingent upon the Service Provider performing the services set forth in the Section 3.0 and submitting detailed invoices. The invoices shall be accompanied with appropriate documentation that is necessary to support all charges included on the invoice. The contract number must be placed on all claims for payment.
- 4.2 Pricing.** The Service Provider will be paid for the services described in the Section 3.0 a fee not to exceed **\$86,074.00** for the Agreement period. This shall be the total compensation paid to the Service Provider. The Service Provider shall not be eligible for any other compensation or benefits including, but not limited to, insurance, paid leave or retirement.
- 4.3 Billings.** The Service Provider shall automatically deduct payroll expenses from the appropriate funding accounts as outlined by the Board in their fiscal year budget. The Service Provider shall submit a summary to the Board for goods and services rendered quarterly. The invoices shall be submitted to the Board with appropriate documentation as necessary to support all charges included on the invoice. The Board shall pay all approved expenses for services outlined in the Scope of Services.

Claims shall be submitted to:

BooSt Together for Children ECI Area Board
900 W 3rd Street
Boone, Iowa 50036

5.0 TERMINATION

- 5.1 Termination Upon Notice.** Either party may terminate this Agreement, without penalty or incurring of further obligation, upon **60** days' written notice. The Service Provider shall be entitled to compensation for services or goods provided prior to and including the termination date.
- 5.2 Termination Due to Lack of Funds or Change in Law.**
- The Board shall have the right to terminate this Contract without penalty by giving sixty (60) days' written notice to the Service Provider as a result of any of the following:
- 5.2.1** Adequate funds are not appropriated or granted to allow the Board to operate as required and to fulfill its obligations under this Contract;
 - 5.2.2** Funds are de-appropriated or not allocated or if funds needed by the Board, at the Board's sole discretion, are insufficient for any reason;
 - 5.2.3** The Board's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Board;
 - 5.2.4** The Board's duties are substantially modified.

6.0 INDEMNIFICATION.

- 6.1** The Service Provider agrees to defend, indemnify and hold the Board and the State of Iowa, and their officers, agents and employees, harmless from any and all liabilities, damages, settlements, judgments, costs and expenses, including legal expenses required to defend the Board or their officers, agents or employees by reason of the failure of the Service Provider to fully perform and comply with the terms of this Agreement.

6.2 Survives Termination. Indemnification obligation shall survive termination of this Contract.

7.0 INSURANCE

7.1 Insurance Requirements.

The Service Provider, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the Service Provider's expense, insurance covering its work during the entire term of this Contract and any extensions or renewals. The Service Provider's insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the Service Provider's performance of this Contract regardless of the date the claim is filed or expiration of the policy.

7.2 Types and Amounts of Insurance Required.

Unless otherwise requested by the Board in writing, the Service Provider shall cause to be issued the insurance coverage set forth below:

| TYPE OF INSURANCE | LIMIT | AMOUNT |
|------------------------------------------------------------------------------------|-------------------------|---------------|
| General Liability (including contractual liability) written on an occurrence basis | General Aggregate | \$2 Million |
| Workers' Compensation and Employer Liability | As required by Iowa law | |

8.0 CONTRACT ADMINISTRATION

8.1 Independent Service Provider. The status of the Service Provider, and all subcontractors, shall be that of an independent contractor. The Board shall not provide the Service Provider with office space, support staff, equipment or tools, or supervision beyond the terms of this Contract. Neither the Service Provider nor its employees shall be considered employees of the Board for tax purposes. The Board shall not withhold taxes on behalf of the Service Provider (unless required by law). The Service Provider shall be responsible for payment of all taxes, fees and charges when due.

8.2 Compliance With Equal Employment And Affirmative Action Provisions. The Service Provider shall comply with all provisions of federal, state and local laws, rules and executive orders including, but not limited to, Equal Employment Opportunity provisions, Occupational Health and Safety Act, Affirmative Action and Civil Rights rules and regulations, licensing requirements, records retention, and audit requirements.

8.3 Compliance with the Law. The Service Provider, its employees, agents, and subcontract providers shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws that pertain to the prevention of discrimination in employment, equal employment opportunity and affirmative action, and the use of targeted small businesses as subcontractors or suppliers. The Service Provider may be required to provide a copy of its affirmative action plan, containing goals and time specifications. Failure to comply with this provision may cause this contract to be cancelled, terminated or suspended in whole or in part and the Service Provider may be declared ineligible for future state contracts or be subject to other sanctions as provided by law or rule.

The Service Provider, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract.

8.4 Subcontracting. None of the work or services relating to this contract shall be subcontracted to another organization or individual without specific prior written approval by the Board. To obtain approval, the Service Provider shall submit to the Board the proposed contract or written agreement between the parties. The proposed contract or agreement shall contain:

- (1) A list of the work and services to be performed by the subcontractor.
- (2) The contract policies and requirements.
- (3) Provision for the Board, the Service Provider, and any of their duly authorized representatives to have access, for the purpose of audit and examination, to any documents, papers, and records of the subcontractor pertinent to the subcontract.
- (4) The amount of the subcontract.
- (5) A line item budget of specific costs to be reimbursed under the subcontract or agreement or other cost basis for determining the amount of the subcontract as appropriate.
- (6) A statement that all provisions of this contract are included in the subcontract including audit requirements.
- (7) Period of performance.
- (8) Any additional subcontract conditions.

Any subcontract or other written agreement shall not affect the Service Provider's overall responsibility and accountability to the Board for the overall direction of the project.

If during the course of the subcontract period the Service Provider or subcontractor wishes to change or revise the subcontract, prior written approval from the Board is required.

The Service Provider shall maintain a contract administration system that ensures that subcontractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

The Service Provider shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of any subcontract. No employee, officer or agent of the Service Provider or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists.

8.5 Authorization. Each party to this Contract represents and warrants to the other that:

8.5.1 It has the right, power and authority to enter into and perform its obligations under this Contract.

8.5.2 It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

8.6 Severability. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

8.7 Choice of Law and Forum. The terms and provisions of this Contract shall be construed in accordance with the laws of the State of Iowa. Any and all litigation or actions commenced in connection with this Contract shall be brought in an appropriate Iowa forum.

8.8 Not a Joint Venture. Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract. If the Service Provider is a joint

entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, and for any default of such activities and obligations.

- 8.9 Assignment and Delegation.** This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the other party. For purposes of construing this clause, a transfer of a controlling interest in the Service Provider shall be considered an assignment.
- 8.10 Amendments.** This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be fully executed by both parties.
- 8.11 Confidentiality.** Information of the Board which identifies clients and services is confidential in nature. The Service Provider and its employees, agents and subcontractors shall be allowed access to such information only as needed for performance of their duties related to the Agreement. Service Provider shall not use confidential information for any purpose other than carrying out Service Provider's obligations under this Agreement. The Service Provider shall establish and enforce policies and procedures for safeguarding the confidentiality of such data. The Service Provider may be held civilly or criminally liable for improper disclosure. Service Provider shall promptly notify the Board of any request for disclosure of confidential information received by the Service Provider.
- 8.12 Records Retention and Access.** The Service Provider shall maintain books, records, and documents which sufficiently and properly document and explain all charges billed to the Board throughout the term of this Contract for a period of at least five years following the date of final payment or completion of any required audit begun during the aforementioned five (5) years, whichever is later. Records to be maintained include both financial records and service records. All data and records, including client information, obtained by the Contractor, in connection with this Contract, shall be made available to the Board. The Service Provider shall permit the Auditor of the State of Iowa or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Service Provider relating to orders, invoices, payments, services provided or any other documentation or materials pertaining to this Contract, wherever such records may be located.
- 8.13 Integration.** This Agreement represents the entire Agreement between the parties and neither party is relying on any representation that may have been made which is not included in this Agreement.
- 8.14 Tobacco Smoke Prohibited.** Public Law 103-227, also known as the Pro-Children Act of 1994 (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, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. Federal programs include grants, cooperative agreements, loans or loan guarantees and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

The Service Provider certifies that it and its subcontractors will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The Service Provider shall execute the Certification of Compliance with the Pro-Children Act of 1994 attached as Attachment A and provide the original certification when it executes this Contract.

- 8.15 Drug Free Work Place.** The Service Provider shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations.
- 8.16 Suspension and Debarment.** The Service Provider certifies pursuant to 2 CFR 180 that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal Board or agency. The Service Provider shall execute the certification regarding debarment attached as Attachment B.
- 8.17 Lobbying Restrictions.** The Service Provider shall comply with all certification and disclosure requirements prescribed by 31 U.S.C. Section 1352 and any implementing regulations and shall be responsible for ensuring that any subcontractor fully complies with all certification and disclosure requirements. The Service Provider shall execute the certification regarding lobbying restrictions attached as Attachment C.
- 8.18 Conflict of Interest** No relationship exists or will exist during the contract period between the Service Provider and the Board that is a conflict of interest.
- 8.19 Compliance with Iowa Code Chapter 8F.** The Service Provider shall comply with Iowa Code Chapter 8F with respect to any subcontracts it enters into pursuant to this Contract. Any compliance documentation, including but not limited to certifications, received from subcontractors by the Service Provider shall be forwarded to the Board.
- 8.20 Repayment Obligation.** In the event that any state and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the Service Provider shall be liable to the Board for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the Service Provider as well as any subcontractors.

9.0 EXECUTION

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

Story County

By: _____ Date: _____

Name: _____

Title: _____

Federal Tax Identification Number: _____

BooSt Together for Children Early Childhood Iowa Area (Boone and Story Counties)

By: _____ Date: _____

Name: _____

Title: Board Chair

Attachment A

CERTIFICATION OF COMPLIANCE WITH PRO-CHILDREN ACT OF 1994

Vendors must comply with Public Law 103-227, Part C Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted 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 State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed.

The **Vendor** further agrees that the above language will be included in any subawards that contain provisions for children's services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1000 per day.

Signature: _____

Title: _____

Organization: Story County _____

Date: _____

Attachment B

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION -- LOWER TIER COVERED TRANSACTIONS

By signing and submitting this Contract, the Service Provider is providing the certification set out below:

1. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Service Provider knowingly rendered an erroneous certification, in addition to other remedies available to the Board with which this transaction originated may pursue available remedies, including suspension and/or debarment.
2. The Service Provider shall provide immediate written notice to the person to whom this Contract is submitted if at any time the Service Provider learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, contract, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this Contract is submitted for assistance in obtaining a copy of those regulations.
4. The Service Provider agrees by submitting this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 2 CFR 180, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Board with which this transaction originated.
5. The Service Provider further agrees by submitting this Contract that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
6. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 2 CFR 180, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the Board with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION--LOWER TIER COVERED TRANSACTIONS

- (1) The Service Provider certifies, by submission of this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

(2) Where the Service Provider is unable to certify to any of the statements in this certification, such Service Provider shall attach an explanation to this Contract.

(Signature)

(Date)

(Title)

Story County

(Company Name)

Attachment C
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

A. 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.

B. 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.

C. The Service Provider 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.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C.A. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: _____

Title: _____

Organization: Story County _____

Date: _____

FISCAL AGENT AGREEMENT

This agreement, made this first day of July, 2012, is between the BooSt Together for Children (Boone and Story) Early Childhood Iowa Area Board, hereafter referred to as **LOCAL BOARD**, and Story County, 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 \$557,625.00 for a School Ready Children Services, and a grant of federal funds of \$137,000.00 for an Early Childhood Program (hereinafter referred to jointly as EARLY CHILDHOOD IOWA funds).

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

II. Duration of Agreement

This agreement shall become effective on July 1, 2012. This agreement shall remain in effect until June 30, 2013, 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 30 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 account 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. 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.

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 **10** 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. Submit a report to the Local Board on any audits performed as well as the findings of any audits of the accounting records for School Ready Children Services and Early Childhood Program funds. The report shall be submitted to the Local Board within 5 workdays of its receipt by the fiscal agent.

J. Provide services in this section at no cost 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. Reconcile its records for the payment and distribution of Early Childhood Iowa grant funds with the Local Board as requested by the Local Board.

M. 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.

N. Work with the Local Board to comply with the Financial Agreed Upon Procedures relating to audit of the Early Childhood Iowa grant funds allocated to the Local Board and managed by the Fiscal

Agent. Refer to Tool UU as posted on the State Early Childhood Iowa website (http://www.earlychildhoodiowa.org/local_system/Tools/tool_kit_tools.html).

BOARD RESPONSIBILITIES

The 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.

H. Work with the Fiscal Agent to comply with the Financial Agreed Upon Procedures relating to audit of the Early Childhood Iowa grant funds allocated to the Local Board and managed by the Fiscal Agent. Refer to Tool UU as posted on the State Early Childhood Iowa website (http://www.earlychildhoodiowa.org/local_system/Tools/tool_kit_tools.html).

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 reports.
 - 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 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 agrees, to the best of its knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of 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, and 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Local Agency shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Fiscal Agent 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. 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.

J. 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 (Boone and Story Counties) Early Childhood Iowa Area Board

Story County

Name

Contact Name

Title

Agency

Date

Title

Date

Address

City, State, Zip Code

Telephone Number with Area Code

TIN Number *(includes 2 digit location code)*



City of Story City

504 Broad Street Story City, Iowa 50248 (515) 733-2121

April 23, 2012

Story County Board of Supervisors
900 Sixth Street
Nevada, Iowa 50201

RECEIVED
APR 25 2012
STORY COUNTY
BOARD OF SUPERVISORS

Dear Board of Supervisors:

Attached is the Story County Economic Development Group FY 2011-12 funding allocation recommendation. Following your approval, the Story County Economic Development Group recommends that \$62,440 be distributed to the entities as indicated on the attachment. We also recommend that \$13,234 be available for future pool fund projects.

One of the requirements to receive funding from the Story County Economic Group is an entity needs to attend three of the four previous meetings. Nevada made only two of the previous four meetings. Nevada has been a long-time and active participant in the Story County Economic Development Group and has obviously be very active in economic development efforts in the county. Therefore, in consultation with several other group members, it is recommended that Nevada receive 50 percent of their population allocation.

Five projects, totaling \$2,250 were awarded "Pool Funds" this past fiscal year to Colo, Huxley, Cambridge, and Roland. Projects and funding allocations for these projects are also listed on the attachment.

Some uses of the individual community allocations for the past fiscal year include:

Ames: Providing assistance in the form of information and mediation provided by AEDC staff for the landowners in the Lincoln way Corridor regarding annexation. Implementation and launch of a revamped AEDC Website. Engaged two consulting companies: a) Retail Analysis Group - to study retail and assist in recruitment, and b) Social Media Group - to heighten awareness through the use of social media.

Cambridge: Landscaping areas into community, welcome signage, and demolished building in industrial area.

Colo: Signage for Reed Niland corner, Colo Farmers Market, sponsored Iowa Lincoln Highway Assoc. motor tour, and worked with Jefferson Highway Assoc.

Huxley: Marketing and assistance for business expansion and spec building

Nevada: Updated marketing brochure for trade shows, conferences, etc. Redesigned the NEDC website and assisted with cost of contract for newsletter design and articles.

Slater: Updating tourism/business brochures, business packets, signage, Slater Farmer's Market, Slater Business Association web page, and promotion of trail.

Story City: Charlson Building Restoration Project, housing study, and recruitment/retention expenses.

The communities and economic development groups throughout Story County appreciate your support, both financially and through your enthusiasm and encouragement. In partnership, we will continue to make Story County a place of choice for businesses and residents.

Sincerely,



Mark A. Jackson, Chair
Story County Economic Development Group

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

STORY COUNTY ECONOMIC DEVELOPMENT GROUP

FY 2011-12 FUNDING ALLOCATION RECOMMENDATION

| Entity | Population | Match \$ + | Certification \$ + | Population \$ = | Total |
|--------------|------------|----------------|--------------------|-----------------|-----------------|
| Ames | 58,965 | \$500 | \$1,500 | \$39,506 | \$41,506 |
| Cambridge | 827 | \$500 | \$1,500 | \$554.00 | \$2,554 |
| Collins | 495 | | | | |
| Colo | 876 | \$500 | \$1,500 | \$586 | \$2,586 |
| Gilbert | 1,082 | | | | |
| Huxley | 3,317 | \$500 | \$1,500 | \$2,222 | \$4,222 |
| Kelley | 309 | | | | |
| Maxwell | 920 | | | | |
| McCallsburg | 333 | | | | |
| Nevada | 6,798 | \$500 | \$1,500 | \$2,277 | \$4,277 |
| Roland | 1,284 | | | | |
| Sheldahl | 319 | | | | |
| Slater | 1,489 | \$500 | \$1,500 | \$997 | \$2,997 |
| Story City | 3,431 | \$500 | \$1,500 | \$2,298 | \$4,298 |
| Zearing | 554 | | | | |
| Total | | \$3,500 | \$10,500 | \$48,440 | \$62,440 |

| | |
|---------------|---------|
| Available \$ | 75,000 |
| Certified \$ | -10,500 |
| Match \$ | -3,500 |
| Population \$ | -48,440 |
| Pool Funds | -12,560 |

67 cents per capita (except Nevada at 50%)

APPROVED DENIED

Board Member Initials: _____

Meeting Date: _____

Funds available from prior year

Follow-up action: _____

Less funding requests:

| | |
|-----------------------------------|-------|
| Cambridge - Streetscaping Project | \$250 |
| Colo - Reed/Niland Corner signage | \$500 |
| Huxley - housing signage | \$500 |
| Huxley - tourism signs | \$500 |
| Roland - message sign | \$500 |

Balance \$674

| | | |
|-------------|---------------------------------------|-----------------|
| NOTE | Allocation of Pool Funds - FY 2012-13 | \$12,560 |
| | FY 2011-12 carryover | \$674 |
| | Total pool funds avail. | \$13,234 |

RESOLUTION #12-90
AMENDMENT
TO AGREEMENT FOR THE PROVISION OF HAZARDOUS MATERIALS
RESPONSE SERVICES BETWEEN AND AMONG THE CITY OF DES MOINES, THE
STORY COUNTY EMERGENCY MANAGEMENT COMMISSION,
AND STORY COUNTY UNDER CHAPTER 28E, CODE OF IOWA

AMENDMENT to Chapter 28E Agreement by and between the City of Des Moines, Iowa, (hereinafter "the City" or "Des Moines"), the Story County Emergency Management Commission (hereinafter "the Emergency Management Commission" or "the Commission"), and Story County (hereinafter "Story County" or "the County") ("the parties").

WHEREAS, the parties have entered into a Code of Iowa Chapter 28E Agreement, approved by the Des Moines City Council on October 16, 1995, by Roll Call No. 95-3968, and which is on file with the Iowa Secretary of State and recorded on April 4, 1996 in the records of the Story County Recorder at Book 7285, Page 372, ("the Agreement"); and

WHEREAS, the parties desire to modify the Agreement to recognize circumstances that can affect the City' ability to purchase insurance or coverage as required under the Agreement.

NOW, THEREFORE, in consideration of the mutual undertakings hereby provided, the parties hereby agree as follows:

1. Paragraph 6(d) of the Agreement shall be amended by deleting the last two sentences in sub-paragraph (d) and replacing those sentences with the following:

The Commission shall pay its pro-rata portion, as determined by the number of governmental entities with which the City has entered into agreement for hazardous materials response services, of the City's annual premium expense for the procurement of Excess Worker's Compensation insurance and Medical Expense insurance. The City's Medical Expense insurance coverage shall be equal to the City's Excess Workers Compensation Insurance self-insurance retention, to the extent that Medical Expense Insurance is reasonably available.

Beginning July 1, 2011, to the extent that any portion of the City's Excess Workers Compensation Insurance policy's self-insured retention is not insured by the City's Medical Expense Insurance in any one incident, the Commission shall reimburse the City for twenty (20) percent of such uninsured portion in the event of any injury to City personnel or employees arising out of the City's aid or assistance in Story County under this Agreement. Subject to paragraph 10 of this Agreement, such payment shall be remitted to the City within the time period indicated on the City's invoice to the Commission for such payment unless the Commission and the City have agreed in writing to mutually acceptable payment terms. The City shall have the right to suspend aid and assistance under this Agreement if the Commission fails to remit such timely payment to the City effective upon written notice by the City. The Commission's percentage of reimbursement to the City, as indicated above, may be adjusted from time to time as mutually agreed upon in writing by the parties and the City, but in no event shall the City's share exceed eight (80) percent.

2. Paragraph 9(a) of the Agreement shall be amended by deleting it in its entirety and replacing it with the following:

9. INSURANCE AND INDEMNIFICATION

(a) Insurance: Des Moines shall procure and maintain in effect, during the entire term of this Agreement, the types of coverages and the amounts of coverage as specified below. Such coverages shall be provided by insurance companies licensed to do business in the State of Iowa or by a local government risk pool pursuant to Section 670.7 of the Iowa Code. Des Moines shall provide evidence of coverage to the Commission at such time as the coverage is renewed.

| COVERAGE | LIMITS |
|-------------------------------------------|------------------------------------------------------------------------------------------------------------------------|
| A. General Liability | \$2,000,000 per occurrence CSL \$2,000,000 General Aggregate |
| B. Auto Liability Auto Physical Damage | \$2,000,000 per occurrence CSL Replacement Cost \$500 deductible – Comprehensive \$500 deductible - Collision |
| C. Excess Worker’s Comp | Statutory Limits |
| D. Medical Expense | Equal to self-insured retention to extent coverage is reasonably available |

The City agrees to waive subrogation against the Commission and Story County for insured losses paid by the City’s Excess Workers Compensation Insurance policy arising out of injury to City personnel and employees when providing aid or assistance in Story County under this Agreement.

3. Paragraph 14 shall be amended by deleting sub-paragraph 14.(c).

Except as so amended, the Agreement shall remain in full force and effect.

CITY OF DES MOINES, IOWA

T. M. Franklin Cownie, Mayor

APPROVED AS TO FORM:

ATTEST:

Ann DiDonato, Assistant City Attorney

Diane Rauh, City Clerk

STATE OF IOWA)
) ss:
COUNTY OF POLK)

On this _____ day of _____, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared T. M. Franklin Cownie and Diane I. Rauh, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively of the CITY OF DES MOINES, IOWA; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in the Resolution adopted by the City Council, under Roll Call No. 12- _____ and that T. M. Franklin Cownie and Diane I. Rauh acknowledged the execution of the instrument to be the voluntary act and deed of the corporation by it voluntarily executed.

Notary Public for the State of Iowa

STORY COUNTY, IOWA

By _____
Board of Supervisors Chairperson

ATTEST:

Story County Auditor

STATE OF IOWA)
) SS:
COUNTY OF STORY)

On this _____ day of _____, 2012, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and _____ of the Board of Supervisors and County Auditor, respectively, of the County of Story, Iowa; that the seal affixed to the foregoing instrument is the seal of the Story County, and that the instrument was signed and sealed on behalf of the Story County Board of Supervisors, by resolution adopted by the Board of Supervisors, under Resolution No. _____ on the _____ day of _____, 2012, and that _____ and _____ acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the Story County Board of Supervisors, by it voluntarily executed.

Notary Public in and for the State of Iowa

Prepared by: Joe Kooiker, Story County Integrated Vegetation Management, 837 N Avenue, Nevada, IA 50201; 515-382-7367

RESOLUTION #12-77

NOTICE TO ALL PROPERTY OWNERS

BE IT RESOLVED by the Board of Supervisors of Story County, Iowa, that pursuant to the provisions of Chapter 317.13, Code of Iowa 2003, it is hereby ordered:

Each owner and each person responsible for managing lands shall cut, burn or otherwise control all noxious weeds as defined in this chapter. Weeds shall be controlled as prescribed in the program of weed control order or orders made by the Board of Supervisors. The owner and person responsible for managing any lands shall keep said lands free from the growth of any other weeds that make the streets or highways adjoining said land unsafe for public travel. Producers with sensitive crops or anyone with roadside spraying concerns should contact the Story County Weed Commissioner's Office (515-382-7355).

Noxious weeds from the Iowa Code 317 that are present in Story County shall be controlled before the following dates and as often thereafter as is necessary for control. Control is defined as prevention of the spread of noxious weeds by limiting the production of reproductive structures.

This list includes, but is not limited to:

- Group 1 by June 10: leafy spurge, musk thistle, bull thistle, annual sunflower
- Group 2 by June 15: Canada thistle, purple loosestrife, teasel, poison hemlock
- Group 3 by July 15: Annual sunflower, teasel, poison hemlock

In case of failure to comply by the date prescribed in any order of control of weeds, the commissioner, the deputies, or agents may, subsequent to the time after service of the notice provided for in Section 317.6, enter upon the land and control the weeds or impose a maximum penalty of \$10 per day, up to ten days, that the owner or person responsible for managing the land fails to comply. If a penalty is imposed and the owner or person responsible for managing the land fails to comply, the commissioner shall cause the weeds to be controlled. If the commissioner, the deputies, or the agents enter the land and control the weeds, the actual cost and expense of cutting, burning, or otherwise controlling the weeds, along with the cost of serving notice and special meetings or proceedings, shall be paid by the county and together with the additional assessment to apply toward costs of supervision and administration, be recovered by an assessment against the tract of real estate on which the weeds were growing as provided in Section 317.21. Any fine imposed shall be recovered by a similar assessment.

The Story County Integrated Roadside Vegetation Management program shall control noxious weed infestations and other problem vegetation in county road rights-of-way which may threaten public health, cause economic loss or affect safe travel. Costs to control noxious weed problems associated with physical changes in the right-of-way, (i.e. over spray, excess tillage, untimely mowing) may be assessed to those responsible for such acts per Story County ordinance 107.VI.1. Soil erosion by wind and water promotes annual and perennial weed growth on agricultural land and in road rights-of-way. Landowners are encouraged to utilize erosion control methods such as conservation tillage, field borders, buffer strips, and grassed waterways.

Recommended Approval By: _____ Date _____
 Joseph F. Kooiker
 Story County Weed Commissioner

Adopted this 1st day of May 2012.

Moved by: _____
 Seconded by: _____
 Voting aye: _____
 Voting nay: _____
 Not voting: _____
 Absent: _____

ATTEST:

 Wayne E. Clinton
 Chair, Board of Supervisors

 Lucy Martin
 County Auditor

By: Leanne A. Harter, AICP, Story County Planning and Development, 900 6th Street, Nevada, IA 50201 (515) 382-7245

Please return to:
Planning and
Development

STORY COUNTY, IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NO. 12-91

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to subdivide property under the ownership of Patricia Appleby; Karen Cochran; Cathy Long; Mary Beth Elliott; and Tami Tillman Subject to a Life Estate in Barbara Kingman involving the property hereinafter described, and

Beginning at the Center of said Section 7; thence, S 0° 31' 38" E 1320.09' Along the East Line of the Northeast 1/4 of the Southwest Fractional 1/4 of said Section 7; thence, N 89° 57' 34" W 1322.56' Along the South Line of the Northeast 1/4 of the Southwest Fractional 1/4 of said Section 7; thence, N 0° 21' 44" W 1318.83' along the West Line of the Northeast 1/4 of the Southwest Fractional 1/4 of said Section 7; thence, N 89° 59' 15" E 1318.75' along the North Line of the Northeast 1/4 of the Southwest Fractional 1/4 of said Section 7 To The Point Of Beginning, Containing 39.99 Acres Including 0.99 Acres of Presently Established Road Right of Way.

WHEREAS, Patricia Appleby; Karen Cochran; Cathy Long; Mary Beth Elliott; and Tami Tillman Subject to a Life Estate in Barbara Kingman is the legal titleholder of said platted real estate, and

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

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 final plat of Kingman Subdivision involving real estate as hereinafter described be and 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 above-described real estate shall hereinafter be known as the final plat of the Kingman 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 to be affixed to said Final Plat upon its approval by the Board of Supervisors.

Dated this 1st day of May, 2012.

Board of Supervisors

Attest: Story County Auditor

Moved by: _____
Seconded by: _____
Voting Aye: _____
Voting Nay: _____
Absent: _____



Story County Treasurer's Office

Renee M. Twedt, Treasurer

P.O. Box 498
Nevada, IA 50201
Phone 515-382-7330
Fax 515.382.7336
storycounty.com/treasurer
treasurer@storycounty.com

Treasurer's Quarterly Report

FY2012-Q3

Monday, Thursday April 26, 2012

Prepared by:

Renee Twedt, Treasurer

Jane Evans, Finance Deputy

Dorothy Lewis, Operations Deputy

Narrative

Finance Deputy – Jane Evans

January 2012

Tax Collections: January is a rather down month regarding tax collections. We use this time to do other necessary paper work and play catch up with other things that get put off until we have time. We did have several meetings with the Auditor's Office and County Attorney to discuss the proper procedure for using stamped drainage warrants as an investment tool. I think we finally came to a workable resolution.

Investments: We had no CD's mature in January.

February 2012

Tax Collections: February is a month where tax payments start picking up just a little and we try to get out notices to people who have unredeemed tax sales. This generates a little bit of needed revenue at this time of year.

Investments: We had two CD's mature in February, both of which we cashed in. One for a better MM rate and the other for payment of the stamped drainage warrants.

March 2012

Tax Collections: March starts all over with heavy tax collections. It was a challenge this season moving money around to satisfy bank limitations and trying for a better rate.

Investments: In March we had 4 CD's mature. Two were renewed with the current bank that held them and the other two we received no bids, one of which we cashed in moved to a higher rate Money Market account. The IPAIT daily rate has now decreased to .01%. Most rates are still very low.

Plate “Re-Issue” -Reminder

Reissue of plates will began on April 1, 2012 with May renewal month.

In 2012, plates that were issued in 1996 and 1997 will be replaced.

In 2013, plates that were issued in 1998 to 2003 will be replaced.

In 2014, plates that were issued in 2004 will be replaced. And so on.

This will then be a 10 year cycle for replacement.

Maintain current plate design/layout.

Alpha then numeric characters will be utilized (ABC123 rather than 123ABC)

Our first shipment of Replacement Plates arrived in February. We will continue to receive replacement plates as well as the regular issue plates for inventory. This makes for a little extra work within our office on a daily basis. We are in the process of trying to gauge the number of envelopes necessary to make it through plate replacement cycle and not run out yet keep things balanced with our budget.

The DOT approved the increase of postage fees for mailing of plates to go from \$2.60 to \$3.00, this was put in place February 20, 2012. The postage increase also throws our budget a little out of sorts with the number of plates that we have been and will be mailing out.

Data/Tables/Statistics

Cash and Investments

Invested Funds Summary

| Type | As Of 1/31/2012 | | As of 2/29/2012 | | As of 3/31/2012 | |
|-------------------------------------|-----------------|------------|-----------------|------------|-----------------|------------|
| | Amount | Percentage | Amount | Percentage | Amount | Percentage |
| Cash & Bank Accounts | \$6,350,697.82 | 49.40% | \$11,985,880.24 | 67.57% | \$46,389,438.11 | 90.58% |
| Iowa Public Agency Investment Trust | \$5,960.42 | 0.05% | \$5,960.51 | 0.03% | \$5,960.58 | 0.01% |
| Certificates of Deposit | \$6,500,000.00 | 50.56% | \$5,745,517.71 | 32.39% | \$4,818,185.19 | 9.41% |
| Totals | \$12,856,658.24 | 100.00% | \$17,737,358.46 | 100.00% | \$51,213,583.88 | 100.00% |

Investments Maturing in Q3

| Matured CD's-January | Matured rate | Renewed With | New Rate |
|-----------------------|--------------|--------------------------------|-------------------------------------------|
| None | | | |
| Matured CD-s February | | | |
| State Bank -25th | 0.34% | Cashed in to Great Wes | |
| State Bank -25th | 0.34% | Cashed In for Stamped Drainage | |
| Matured CD's-March | | | |
| Exchange State -2nd | 0.38% | Renewed | 0.40% |
| Exchange State 8th | 0.35% | Renewed | 0.40% |
| State Bank- 8th | 0.30% | No Bid-cashed in | Moved \$750,000 to South Story MM at.81% |
| Community Bank -10th | 0.66% | No Bid-cashed in | Moved \$ 500,000 to Greet Western at .40% |

| Tax Collections | |
|--------------------------------|-----------------|
| January Total Tax Collections | \$587,008.63 |
| February Total Tax Collections | \$3,415,979.90 |
| March Total Tax Collections | \$38,721,105.38 |
| Quarterly Total | \$42,724,093.91 |

LISTING OF CERTIFICATES OF DEPOSIT-As of 3/31/2012

Total \$4,818,185.19

| Purchase Date | Maturity Date | Purchase Amount | Interest Rate | Term | Certificate Number | Bank | Ann Anticipated Interest |
|---------------|---------------|-----------------|---------------|------|--------------------|------------------------|--------------------------|
| 8/2/2011 | 8/3/2013 | \$500,000.00 | 0.67% | 732 | | IPAIT | \$3,350.00 |
| 6/29/2011 | 6/29/2012 | \$500,000.00 | 0.60% | 365 | 51690 | State Bank & Trust | \$3,000.00 |
| 9/12/2011 | 9/12/2012 | \$500,000.00 | 0.15% | 365 | 516914 | Exchange State Bank | \$750.00 |
| 9/12/2011 | 9/12/2012 | \$500,000.00 | 0.35% | 365 | 6720 | Community Bank | \$1,750.00 |
| 12/9/2011 | 12/10/2012 | \$500,000.00 | 0.46% | 367 | 516919 | Exchange State Bank | \$2,300.00 |
| 12/29/2011 | 2/18/2013 | \$500,000.00 | 1.24% | 428 | 20042 | South Story Bank | \$7,230.52 |
| 12/29/2011 | 12/29/2012 | \$500,000.00 | 0.40% | 365 | 51759 | State Bank & Trust | \$1,889.10 |
| 3/2/2012 | 3/5/2013 | \$500,000.00 | 0.40% | 367 | 516931 | Exchange State Bank | \$2,000.00 |
| 3/8/2012 | 3/8/2012 | \$500,000.00 | 0.40% | 365 | 516932 | Exchange State Bank | \$2,000.00 |
| 2/28/2012 | | \$318,185.19 | | | | Stamped Drainage Certs | Unknown |
| | | \$4,818,185.19 | 0.52% | | | | \$24,369.62 |

Motor Vehicle Statistics

| | Title Transfers | Registration Renewals | CC/DOR Debt Revenue | Revenue Generated | Total Revenue | Expenses | Net to County General Fund |
|---------------|-----------------|-----------------------|---------------------|---------------------|---------------------|--------------------|----------------------------|
| Jan-12 | 1,420 | 8,267 | \$155.00 | \$52,123.68 | \$52,278.68 | \$22,065.91 | \$30,212.77 |
| Feb-12 | 1,390 | 7,638 | \$155.00 | \$45,271.91 | \$45,426.91 | \$23,488.13 | \$21,938.78 |
| Mar-12 | 1,648 | 8,413 | \$95.00 | \$47,448.35 | \$47,543.35 | \$30,846.19 | \$16,697.16 |
| Totals | 4,468 | 24,318 | \$405.00 | \$144,843.94 | \$145,248.94 | \$76,400.23 | \$68,848.71 |

In Office Payment Statistics

| Oct - Dec 2011 | | | |
|-----------------------|--------------------|-------------------|---------------------|
| Receipt Type | Trans Count Credit | Trans Count Debit | Totals |
| Tax | 14 | 9 | \$17,236.00 |
| Vehicle | 341 | 602 | \$192,264.85 |
| Misc | 7 | 3 | \$785.00 |
| Total Receipts | 362 | 614 | \$210,285.85 |

Collections for CC/DOR

| | Clerk of Court | Dept of Rev | Totals |
|---------------|-------------------|-------------------|-------------------|
| Jan-12 | \$2,990.47 | \$260.13 | \$3,250.60 |
| Feb-12 | \$2,289.61 | \$466.64 | \$2,756.25 |
| Mar-12 | \$704.20 | \$280.82 | \$985.02 |
| Totals | \$5,984.28 | \$1,007.59 | \$6,991.87 |

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

MONTHLY WEB STATS

| DATE | #MV CUST | #MV RENEW | REGISTRATION FEES | ORGAN DONOR | SERVICE FEES | TOTAL MV & FEES | #TAX CUST | #TAX PARCEL | TAX PAID | SERVICE FEES | TOTAL TAX & FEES | TOTAL CUST | TOTAL TO COUNTY | TOTAL SERVICE FEES |
|--------------|-------------|--------------|-----------------------|-----------------|--------------------|-----------------------|-------------------|--------------------|------------------------|--------------------|------------------------|--------------|------------------------|--------------------|
| Jan-11 | 732 | 1081 | \$141,303.50 | \$128.10 | \$2,772.51 | \$144,202.11 | 32 | 35 | \$33,137.00 | \$129.18 | \$33,266.18 | 764 | \$174,440.50 | \$2,901.70 |
| Feb-11 | 703 | 1043 | \$142,282.50 | \$74.20 | \$2,847.75 | \$145,214.45 | 123 | 178 | \$667,381.78 | \$684.48 | \$668,066.26 | 866 | \$789,674.28 | \$3,504.23 |
| Mar-11 | 754 | 1080 | \$139,884.00 | \$85.00 | \$2,768.16 | \$142,877.15 | 677 | 10684 | \$14,193,452.03 | \$10,081.16 | \$14,203,533.19 | 1631 | \$14,333,308.03 | \$12,849.31 |
| Apr-11 | 785 | 1038 | \$139,201.00 | \$73.00 | \$2,751.19 | \$142,025.19 | 193 | 278 | \$388,804.00 | \$2,968.17 | \$391,772.17 | 958 | \$527,805.00 | \$5,719.36 |
| May-11 | 837 | 1154 | \$145,714.00 | \$46.00 | \$2,954.95 | \$148,615.00 | 66 | 78 | \$78,588.00 | \$471.80 | \$79,059.80 | 905 | \$224,302.00 | \$3,328.35 |
| Jun-11 | 680 | 955 | \$121,994.00 | \$98.00 | \$2,479.50 | \$124,480.00 | 26 | 31 | \$26,801.69 | \$215.72 | \$27,017.41 | 716 | \$142,705.59 | \$2,596.22 |
| Jul-11 | 713 | 1015 | \$135,884.00 | \$68.00 | \$2,693.67 | \$138,645.67 | 6 | 5 | \$498.00 | \$10.38 | \$508.38 | 718 | \$136,282.50 | \$2,703.55 |
| Aug-11 | 618 | 1113 | \$164,318.80 | \$65.00 | \$3,047.52 | \$167,431.32 | 67 | 107 | \$24,891.76 | \$448.04 | \$25,339.80 | 905 | \$229,798.25 | \$3,495.56 |
| Sep-11 | 805 | 1145 | \$164,831.60 | \$98.00 | \$2,942.31 | \$167,871.91 | 1275 | 11702 | \$16,566,538.32 | \$12,582.25 | \$16,579,120.57 | 2080 | \$18,720,169.52 | \$15,534.56 |
| Oct-11 | 727 | 990 | \$139,492.00 | \$93.00 | \$2,806.23 | \$142,391.23 | 170 | 259 | \$246,914.64 | \$1,494.90 | \$248,409.50 | 887 | \$385,400.54 | \$4,201.19 |
| Nov-11 | 656 | 915 | \$132,911.00 | \$30.00 | \$2,379.89 | \$135,320.89 | 93 | 135 | \$82,497.31 | \$298.03 | \$82,795.34 | 748 | \$218,408.91 | \$2,677.92 |
| Dec-11 | 595 | 835 | \$119,886.80 | \$83.32 | \$2,239.53 | \$122,210.65 | 42 | 55 | \$46,177.44 | \$759.53 | \$46,936.97 | 637 | \$186,163.94 | \$2,998.50 |
| TOTAL | 8855 | 12382 | \$1,668,090.50 | \$842.62 | \$23,582.10 | \$1,701,515.22 | 2992 | 23503 | \$32,418,383.45 | \$30,126.51 | \$32,448,510.29 | 11847 | \$34,086,473.95 | \$82,708.91 |
| Jan-12 | 745 | 1012 | \$133,892.80 | \$94.50 | \$2,631.91 | \$136,619.21 | 27 | 28 | \$28,727.00 | \$25.50 | \$28,752.50 | 772 | \$162,619.50 | \$2,657.41 |
| Feb-12 | 841 | 1188 | \$163,358.00 | \$64.60 | \$3,229.39 | \$166,652.00 | 120 | 152 | \$165,104.60 | \$510.53 | \$165,615.13 | 951 | \$254,473.50 | \$3,638.92 |
| Mar-12 | 798 | 1187 | \$148,550.50 | \$132.00 | \$2,712.06 | \$151,394.56 | 1027 | 11001 | \$16,373,489.90 | \$9,386.63 | \$16,382,876.53 | 1625 | \$18,821,036.40 | \$12,088.69 |
| TOTAL | 2384 | 3395 | \$441,812.00 | \$281.00 | \$8,573.38 | \$450,666.38 | \$1,174.00 | \$11,181.00 | \$15,568,317.40 | \$9,992.66 | \$15,578,310.06 | 3556 | \$18,008,129.40 | \$18,568.02 |

THE STATE OF IOWA

KNOW ALL BY THESE PRESENT

COUNTY OF STORY

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE CITY OF AMES, IOWA, AND STORY COUNTY, IOWA**

JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this ____ day of _____, 2012, by and between the Story County, Iowa, acting by and through the Chairman of the County Board of Supervisors as an authorized agent for the county, hereinafter referred to as COUNTY, and the City of Ames, acting by and through the Mayor as an authorized agent for the city, hereinafter referred to as AMES, both of Story County, State of Iowa, witnesseth:

WHEREAS, under the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance 2012 Edward Byrne Memorial Justice Assistance Grant Formula Program, Local Solicitation, hereinafter referred to as GRANT, funds have become available to the parties for use in improving law enforcement programs; and

WHEREAS, the GRANT requires that the COUNTY and AMES agree on process for filing an application for the acquisition, administration and expenditure of those funds; and,

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of funds and costs is equitable;

NOW THEREFORE, AMES and COUNTY agree as follows:

Section 1.

The parties are eligible for funding through the GRANT of up to \$24,043.00. The parties agree that AMES will file an application that provides for distribution of all funds to AMES for equipment acquisition, training and improvements.

Section 2.

AMES shall be designated as the fiscal agent for the purposes of this GRANT and shall be responsible for all administrative support to meet the requirements of the GRANT. COUNTY shall not be responsible for any costs associated with the administration of the GRANT.

Section 3.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 4.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 5.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; nor do they intend to create a separate legal entity for the purposes of this GRANT, specifically they do not intend to create a legal entity authorized by Chapter 28E of the Code of Iowa; further, this Agreement shall not create any rights in any party not a signatory hereto.

IN WITNESS THEREOF, the parties have caused this Agreement to be signed by their authorized representatives.

Story County

By: Wayne Clinton, Chairman
Story County Board of Supervisors

Signature

City of Ames

By: Ann Campbell, Mayor
City of Ames

Signature

To Darren Moon
Story County Engineer's Office

April 24, 2012

The Nevada Kiwanis Club is putting together a Fund Raising event called "Eliminate Bike/Run/Walk Event" which will be held on Saturday, June 9th, 2012. The bike ride portion of the event will have the bike traffic travel Lincoln Highway east to S-27. At County Road E-29 the short route riders will travel west on E-29 To S-14 then return to Nevada. The longer route riders will travel east on E-29 then head North on S-27 to Mcallsburg. At McCallsburg riders will take E-18 to Roland. From Roland riders will head south on R-77 to E-29 then head east on E-29 to S-14 and head south for the return trip to Nevada.

Short route start time: 10:00am

Long route start time: 8:30am

Completion of ride and event will be 1:30pm. The Nevada Police Department along with the Story County Sheriff's Department have been notified of this event.

It is requested that small signs be utilized for directions during the event. These would be placed on the shoulder of highway and be very low to ground. They will be small signs that would not block any view or interfere with traffic. It is expected that 8 - 10 signs would be utilized. See map enclosed for locations.

Sincerely,

Jody Melcher
1138 S. J Ave.
Nevada, Iowa 50201
peptuck@midiowa.net
515-382-5811

Recommended for approval by:

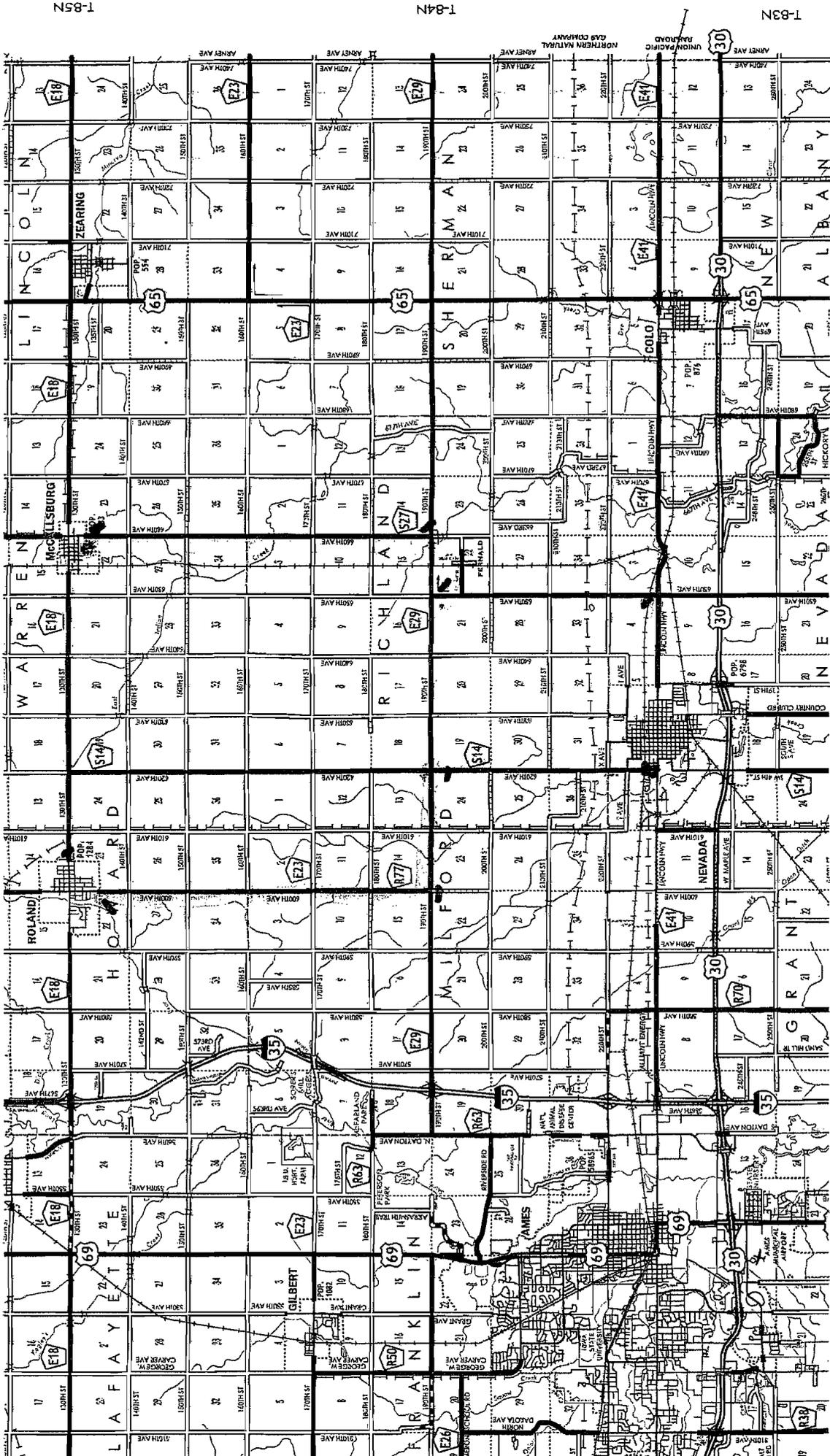
 4-25-12

Darren R. Moon, P.E.

Date

Approved by:

Board of Supervisors



1-85N

1-84N

1-83N

NORTHERN NATURAL GAS COMPANY

UNION PACIFIC RAILROAD

30

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30

65

30



MMP Short Form for Annual Updates

A law requires confinement feeding operations to submit updated manure management plans (MMPs) and fees on an annual basis. The update, which must be submitted on this form, may be submitted any time in the 45 days prior to the due date. If the update is not submitted to the appropriate DNR field office by the due date, a Notice of Violation will be issued. **If a complete update, including fees, is not submitted by the end of the month in which it is due, the matter will be referred to our legal services section for enforcement action, including a \$3,000 penalty.** The postmark is considered the submittal date for mailed updates.

Instructions:

1. Fill in the Owner's name, facility ID, location and contact information below.
2. Check the box(es) below that apply to your operation.
3. Make copies of this form for yourself, the appropriate county or counties, and the DNR field office.
4. Submit a copy of this form and the changes to the plan to the appropriate county or counties.
5. Submit a copy of this form [signed by the facility owner and by the county representatives) to the appropriate DNR field office. You do not need to submit the changes to the DNR field office. Submit only this form.
6. Attach a copy of the Compliance fee form (542-8064) along with a check made out to the DNR.

Owner's Name Maxwell Farms, Inc. Facility ID # 65292
 Facility Name Maxwell west
 Location: NW 1/4 of the NE 1/4 of Sec 20 T 02 R 22 Indian Creek Story
(1/4 1/4) (1/4) (Section) (Tier & Range) (Township Name) (County)
 Facility Address: 31075 640th Ave Maxwell IA 50161
(Address) (Town) (State) (Zip)
 Date April 13-2012 Contact Brian Ritland Phone: 641-648-7300

Changes indicated below must be included in your current, on-site copy of the MMP (kept within 30 miles of the site). Prior to making changes in manure management practices, the on-site copy must be updated to show the proposed changes.

I have made no changes to my MMP.
 I have made the following changes to my MMP.
 I have added acres.
 I have changed my crop rotation or optimum yields.
 My type of feeding system has changed.
 I used a different method of application.
 I am using a manure analysis for determining application rates when applying manure
 The animal unit capacity of my facility has changed. (Contact your local DNR field office.)
 I have made other changes to my MMP. Describe: _____

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

Signature of Facility Owner [Signature] Date 4/26/12

VERIFICATION OF COUNTY RECEIPT: I have received a complete copy of the annual MMP update.
 County Story Signature [Signature] Date 4.26.12
 County _____ Signature _____ Date _____
 County _____ Signature _____ Date _____

STORY COUNTY AUDITOR

To be approved, the update must be submitted on this form, at least one of the boxes above must be checked, the form must be signed by the county and the facility owner, and the fees must be paid.





Verification of County Receipt For Manure Management Plans & Plan Updates

This form is for non-permitted operations that are submitting an original manure management plan (MMP) and all confinement feeding operations that must submit an annual updated MMP. This form is not for confinement feeding operations that are applying for a construction permit. (See the Construction Permit Application package for the Verification of County Receipt form used with construction permit applications.)

It must be submitted to the appropriate Department of Natural Resources (DNR) field office to indicate that the county where the confinement feeding operation is located, or will be located, has received a copy of the MMP. If manure is to be applied in additional counties, you must also submit this form indicating that a complete MMP or MMP annual update has been delivered to each of the counties where manure will be applied.

For the confinement feeding operation:

NAME OF OPERATION: USDA - National Centers for Animal Health

OWNER: Federal Government - U.S. Department of Agriculture

LOCATION: $\frac{1}{4}$ of the $\frac{1}{4}$ of Sec T 84N R 23W Milford Story
($\frac{1}{4}$) (Section) (Tier) (Range) (Township Name) (County)

THIS SECTION IS TO BE COMPLETED BY THE COUNTY

COUNTY: Story

NAME: Stacie Herridge

TITLE: Deputy, Story County Auditor's Office
(Member of the County Board of Supervisors or designated official/employee)

On April 26th, 20 12, on behalf of the Board of Supervisors,

I received a complete copy of the:

Original manure management plan, **OR**

Manure management plan annual update

APPROVED DENIED

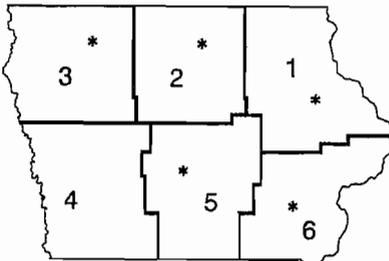
Board Member Initials: _____

Meeting Date: _____

Follow-up action: _____

FILED
12 APR 26 PM 2:20
STORY COUNTY AUDITOR

Please send this signed and dated receipt to the DNR Field Office where the operation is located: _____



Field Office #1
909 West Main, Suite 4
Manchester, IA 52057
563-927-2640

Field Office #3
1900 N. Grand Ave
Spencer, IA 51301
712-262-4177

Field Office #5
401 SW 7th, Suite I
Des Moines, IA 50309
515-725-0268

Field Office #2
2300 15th St SW
Mason City, IA 50401
641-424-4073

Field Office #4
1401 Sunnyside Lane
Atlantic, IA 50022
712-243-1934

Field Office #6
1023 W Madison
Washington, IA 52353
319-653-2135

NOTICE OF APPOINTMENT

PERSON APPOINTED: Randi Peters

ADDRESS: _____

Ames, Ia.

BOARD COMMISSION OR COMMITTEE APPOINTED TO:

Judicial Magistrate Appointment Commission

LENGTH OF TERM: _____

(IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? yes

IF SO, WHO'S TERM? Jim Christy

WHO NEEDS TO BE NOTIFIED? Board of Supervisors

DATE APPOINTED: 05/01/12

DATE OF TERM EXPIRED: 12/31/14

APPROVED DENIED

Board Member Initials: _____

Meeting Date: _____

Follow-up action: _____

NOTICE OF APPOINTMENT

PERSON APPOINTED: Phil Johnson

ADDRESS: _____

Ames, Ia.

BOARD COMMISSION OR COMMITTEE APPOINTED TO:

Judicial Magistrate Appointment Commission

LENGTH OF TERM: _____

(IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? yes)

IF SO, WHO'S TERM? Beverly Crabtree

WHO NEEDS TO BE NOTIFIED? Board of Supervisors

DATE APPOINTED: 05/01/12

DATE OF TERM EXPIRED: 12/31/14

APPROVED DENIED

Board Member Initials: _____

Meeting Date: _____

Follow-up action: _____

Closure No. 12-47

Date 4/25/2012

Resolution

BE IT RESOLVED

by the Board of Supervisors of Story County, Iowa, to approve the road closure(s) for the purpose of tile crossing _____ in Lincoln Twp, Sec 23 / 24 _____ on 730th Avenue from 130th Street (E18) to 140th Street for approximately 1 day.

Motion by: _____ Seconded by: _____

| | | | | | |
|---------|--------------|---------|--------------|------|--------------|
| Clinton | _____ Aye | Sanders | _____ Aye | Toot | _____ Aye |
| | _____ Nay | | _____ Nay | | _____ Nay |
| | _____ Absent | | _____ Absent | | _____ Absent |

Story County Board of Supervisors

Closure No. 12-48

Date 4/26/2012

Resolution

BE IT RESOLVED

by the Board of Supervisors of Story County, Iowa, to approve the road closure(s) for the purpose of a culvert replacement in Collins Twp, Sec 32 on 340th Street from 690th Avenue to Hwy 65 for approximately 1 day.

Motion by: _____ Seconded by: _____

| | | | | | |
|---------|--------------|---------|--------------|------|--------------|
| Clinton | _____ Aye | Sanders | _____ Aye | Toot | _____ Aye |
| | _____ Nay | | _____ Nay | | _____ Nay |
| | _____ Absent | | _____ Absent | | _____ Absent |

Story County Board of Supervisors

Closure No. 12-49

Date 4/27/2012

Resolution

BE IT RESOLVED

by the Board of Supervisors of Story County, Iowa, to approve the road closure(s) for the purpose of a tile crossing in Palestine Twp, Sec 33 on 340th Street from 520th Avenue to 535th Avenue for approximately 1 day.

Motion by: _____ Seconded by: _____

| | | | | | |
|---------|--------------|---------|--------------|------|--------------|
| Clinton | _____ Aye | Sanders | _____ Aye | Toot | _____ Aye |
| | _____ Nay | | _____ Nay | | _____ Nay |
| | _____ Absent | | _____ Absent | | _____ Absent |

Story County Board of Supervisors

STORY COUNTY UTILITY PERMIT

Date 4/23/12

To the Board of Supervisors, Story County, Iowa:

The Colo Telephone Company, incorporated under the laws of Iowa authorize to do business within the State of Iowa, with its principal place of business at 303 Main St Colo, IA 50056, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of fiber optics cable on secondary route, from Colo to Ames, a distance of ≈ 25 miles.

Agreements: The utility company, corporation, applicant, permittee, or licensee, (hereinafter referred to as the permittee) agrees that the following stipulations shall govern under this permit.

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:
plowing a fiber optic cable near the shoulder on gravel roads, top of shoulder 2' from edge on blacktop roads, if shoulder is too narrow plow in toe of backslope. Bore culverts 5' below flowline. Bore all road crossings. See maps for more detail.
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

Culverts will be bored 5' minimum below flow 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 4/23/12

HunTel Engineering, Bryce Polan
Name of Company (Applicant/Permittee)

Bryce Polan 402-426-6188
by Phone no.

Recommended for Approval:

Date 4-25-12

Daren Man 515-382-7355
County Engineer Phone no.

Approved:

Date _____

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.