

The Board of Supervisors met on 5/12/20 at 10:00 a.m. in the Story County Administration Building. Members present: Linda Murken, Lisa Heddens, and Lauris Olson, with Murken presiding. (all audio of meetings available at [storycountyia.gov](http://storycountyia.gov)). Murken read the special note to the public: due to recommendations to limit gatherings to no more than ten (10) people in order to help slow the spread of the COVID-19 virus, public access to the meeting will be provided via conference call originating from the Story County Administration Building.

**ADOPTION OF AGENDA:** Heddens moved, Olson seconded adopting the agenda as presented. Motion carried unanimously (MCU) on a roll call vote.

**UPDATES ON COVID-19** – Olson asked if any Elected Official other than the Sheriff had responded to the face covering policy. Alissa Wignall, Internal Operations and Human Resources Director, stated no.

**NATIONAL ALLIANCE ON MENTAL ILLNESS (NAMI) OF CENTRAL IOWA ANNUAL REPORT** – (submitted report only)

**THE SALVATION ARMY ANNUAL REPORT** – (submitted report only)

**MINUTES:** 5/1/20 Special Minutes & 5/5/20 Minutes – to be considered at a later meeting

**PERSONNEL ACTIONS:** 1) new hire, effective 5/18/20, in a) Attorney's Office for Sierra Iversen @ \$12.00/hr; b) Board of Supervisors for Megan Coulter @ \$11.00/hr; 2) pay adjustment, effective 5/10/20, in Board of Supervisors for Darla Ingham @ \$18.95/hr; 3) re-hire, effective 5/18/20, in Secondary Roads for Zach Strohm @ \$13.25/hr; Joseph Halverson @ \$13.25/hr. Olson moved, Heddens seconded the approval of Personnel Action as presented. Roll call vote. (MCU)

**CLAIMS:** 5/14/20 Claims of \$849,859.40 (run date 5/8/2020, 25 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from Central Iowa Drug Task Force (\$1,526.69), BooST School Ready Services (\$37,008.19), BooST Early Childhood Services (\$10,781.35), Emergency Management (\$2,731.02), E911 surcharge (\$721.59), County Assessor (\$230.81), Ames City Assessor (\$10,784.10), and Central Iowa Community Services (\$165,395.88). Heddens moved, Olson seconded the approval of Claims as presented. Roll call vote. (MCU)

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

1. Renewal of Class C Liquor License (LC)(Commercial) for Ballard Golf and Country Club, 30608 N. Highway 69, Huxley, Iowa, including outdoor services and Sunday sales, effective 7/12/20-7/11/21
2. Rental Agreement between Gilbert/Franklin Township Fire and Emergency Response Agency and Story County, effective 7/1/19-6/30/20, for \$5,000.00
3. Annual Maintenance Support between Story County and Tyler Technologies for CivilServe, effective 6/8/20-6/7/21, for \$5,796.38
4. Contract between Story County and Tyler Technologies Eagle Recorder, effective 4/1/20-3/31/21, for \$17,891.00
5. Resolution #20-89, Setting a Date and Time for Public Hearing for 5/19/20, for First Consideration of Ordinance No. 288 Amending Certain Boundaries of the Official Zoning Map of Story County Iowa – Quarry Estates, LLC, Rezoning and Resolution #20-90 C2C Future Land Use Map Amendment
6. Construction Contract Award for the Heart of Iowa Nature Trail (HOINT) Paving Project from Huxley to the South Skunk River Bridge
7. Contract with Snyder & Associates for construction services for Phase 2 of the HOINT paving between Huxley and the South Skunk River Bridge
8. Professional Services Agreement with Wapsi Valley Archeology for completion of the Phase 1 Cultural Study of property to be acquired by Story County for \$31,469.76
9. Executive Director for Veterans' Affairs, effective 7/1/20-6/30/21
10. Story County Veterans' Affairs Gift Card Policy, effective 7/1/20-6/30/21
11. Contract between Department of Human Services and Shred It for shredding services
12. Utility Permits: 20-4927, 20-4928

Roll call vote. (MCU)

**ADMINISTRATION AGREEMENT FOR HEALTH INSURANCE CLAIMS RUN-OUT WITH EMPLOYEE BENEFIT SYSTEMS, FROM 7/1/20 TO 9/30/20, FOR \$4,153.50** - Alissa Wignall, Internal Operations and Human Resources Director, reported on current administration and notification. Heddens moved, Olson seconded the approval of the Administration Agreement for Health Insurance Claims Run-Out with Employee Benefit Systems, effective 7/1/20-9/30/20, for \$4,153.50. Roll call vote. (MCU)

**AGREEMENT WITH WAGeworks (WELLMARK) FOR FLEXIBLE SPENDING ACCOUNT (FSA)**

**ADMINISTRATION, EFFECTIVE 7/1/20** – Alissa Wignall, Internal Operations and Human Resources Director, reported on details. Olson moved, Heddens seconded the approval of the Agreement with Wageworks (Wellmark) for Flexible Spending Account (FSA) as presented. Roll call vote. (MCU)

**REVISED OPEN RECORDS POLICY (SUBJECT TO SEVEN-DAY REVIEW)** – Alissa Wignall, Internal Operations and Human Resources Director, reported on the changes. Olson provided additional edits. Ethan Anderson, Assistant County Attorney, reported on requirements of the *Code of Iowa* as well as examples of the County's response to requests. Discussion took place. Murken suggested for Wignall and King to return to the Board with revisions. Wignall requested direction. Murken reviewed changes.

**REQUIRING THE CHAIR OF BOARD OF SUPERVISORS, AS A CONDITION OF BEING ALLOWED TO CONTINUE TO TAKE THE LEAD IN PREPARING AND CONDUCTING PERSONNEL EVALUATION INTERVIEWS, TO PROVIDE AT LEAST SEVEN (7) DAYS ADVANCE NOTICE TO THE OTHER SUPERVISORS OF ANY UPCOMING PERFORMANCE REVIEW OF AN EMPLOYEE DIRECTLY REPORTING TO THE BOARD OF SUPERVISORS SO THAT THEY CAN PROVIDE INPUT PRIOR TO THE PERFORMANCE REVIEW DISCUSSION WITH THE EMPLOYEE AND TO INCLUDE THOSE SUPERVISORS' COMMENTS, GOALS, REQUESTS AND RATINGS IN ANY WRITTEN OR ORAL REPORTS EVALUATIONS OR FOLLOW-UP**

**ACTIONS** – Murken stated has no problem in doing this. Heddens concurred.

**COMMUNITY SERVICES QUARTERLY REPORT** – Director Karla Webb highlighted items from her submitted report.

**ENVIRONMENTAL HEALTH QUARTERLY REPORT** – Director Margaret Jaynes reported on working remotely and a future public hearing regarding the expansion of a Confined Animal Feeding Operation (CAFO). The Board reviewed dates. Discussion took place.

**UPCOMING AGENDA ITEMS:** Murken reported on discussions to bring all staff back to the workplace.

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

Heddens moved, Olson seconded to adjourn at 12:13 p.m. Roll call vote. (MCU)

Story County  
Board of Supervisors Meeting  
Agenda  
5/12/20

1. Originating From Administration Building, Story County Public Access Provided Via Conference Call

SPECIAL NOTE TO THE PUBLIC: Due to recommendations to limit gatherings to no more than ten (10) people in order to help slow the spread of the COVID-19 virus, public access to the meeting will be provided via conference call to listen to the meeting. Members of the public who would like to call in:

- Dial 515-603-3144
- Enter 895791# when prompted for the access code

\*\*We ask that you mute your phone if possible.

Audio recordings of all Board meetings will be posted on our website [www.storycountyiowa.gov](http://www.storycountyiowa.gov) shortly after the meeting is concluded. You may access these recordings at any time by clicking on the Meetings and Agendas button on the home page.

\*\*If you have called to listen to the Board of Supervisors meeting and you have a question or comment, You can now text us during the meeting at 515-451-7293

2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. STATEMENT EXPLAINING WHY A MEETING IN PERSON IS IMPOSSIBLE OR IMPRACTICAL, PER CODE SECTION 21.8.1
5. ADOPTION OF AGENDA:
6. UPDATES ON COVID-19
  - a) Staff
  - b) Supervisors
7. PUBLIC COMMENT #1:

This comment period is for the public to address topics on today's agenda
8. DISCUSSION AND CONSIDERATION OF ITEMS BROUGHT BEFORE THE BOARD WITH REQUEST FOR IMMEDIATE ACTION:
9. AGENCY REPORTS:
  - I. NAMI Of Central Iowa Annual Report (Submitted Report Only)

Department Submitting Auditor

Documents:

2020 SUPERVISORS REPORT.PDF  
NAMI.PDF  
20202021 BOARD ROSTER.PDF
  - II. The Salvation Army Annual Report (Submitted Report Only)

Department Submitting Auditor

Documents:

ANNUAL REPORT.PDF

10. CONSIDERATION OF MINUTES:

I. 5/1/20 Special Minutes & 5/5/20 Minutes

Department Submitting Auditor

11. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1)new hire, effective 5/18/20, in a)Attorney's Office for Sierra Iversen @ \$12.00/hr; b) Board of Supervisors for Megan Coulter @ \$11.00/hr; 2)pay adjustment, effective 5/10/20, in Board of Supervisors for Darla Ingham @ \$18.95/hr; 3)re-hire, effective 5/18/20, in Secondary Roads for Zach Strohm @ \$13.25/hr; Joseph Halverson @ \$13.25/hr.

Department Submitting HR

12. CONSIDERATION OF CLAIMS:

I. 5/14/20 Claims

Department Submitting Auditor

Documents:

CLAIMS 051420.PDF

13. CONSENT AGENDA:

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

I. Consideration Of Renewal Of Class C Liquor License (LC)(Commercial) For Ballard Golf & Country Club, 30608 N Hwy 69, Huxley, Ia., Including Outdoor Services And Sunday Sales Effective 7/12/20-7/11/21

Department Submitting Auditor

Documents:

BALLARD CREEK.PDF

II. Consideration Of Rental Agreement Between Gilbert Franklin Township Fire And Emergency Response Agency And Story County Effective 7/1/19 - 6/30/20 For \$5,000.

Department Submitting Story

Documents:

GILBERT RENTAL AGREEMENT.PDF

- III. Consideration Of Annual Maintenance Support Between Story County And Tyler Technologies For CivilServe Effective 6/8/2020 - 6/7/2021 For \$5,796.38

Department Submitting Information Technology

Documents:

TYLER CIVILSERVE MAINTENANCE.PDF

- IV. Consideration Of Contract Between Story County And Tyler Technologies Eagle Recorder Effective 4/1/2020-3/31/2021 For \$17,891.00 (Budgeted)

Department Submitting recorder

Documents:

TYLER.PDF

- V. Consideration Of Resolution #20-89, Setting A Date And Time For Public Hearing For May 19, 2020, For First Consideration Of Ordinance #288 Amending Certain Boundaries Of The Official Zoning Map Of Story County Iowa – Quarry Estates, LLC, Rezoning And Resolution #20-90 C2C Future Land Use Map Amendment

Department Submitting Planning and Development

Documents:

RESOLUTION 20 89.PDF

- VI. Consideration Of Construction Contract Award For The Heart Of Iowa Nature Trail Paving Project From Huxley And The South Skunk River Bridge.

Department Submitting Conservation

Documents:

HOINT PH 2 BID AWARD BOS.PDF

- VII. Consideration Of Contract With Snyder & Associates For Construction Services In For Phase 2 Of The Heart Of Iowa Nature Trail Paving Between Huxley And The South Skunk River Bridge.

Department Submitting Conservation

Documents:

SNYDER HOINT PHASE 2.PDF

- VIII. Consideration Of Professional Services Agreement With Wapsi Valley Archeology For

Completion Of A Phase 1 Cultural Study Of Property To Be Acquired By Story County For \$31,469.76.

Department Submitting Conservation

Documents:

WAPSI VALLEY BOS.PDF

IX. Consideration Of Appointment Of Executive Director For Veterans Affairs Effective 7/1/20 - 6/30/21

Department Submitting Veterans Affairs

Documents:

APPOINTMENT.PDF

X. Consideration Of Story County Veterans Affairs Gift Card Policy Effective 7/1/20 - 6/30/21

Department Submitting Veterans Affairs

Documents:

GIFT CARDS.PDF

XI. Consideration Of Contract Between Department Of Human Services And Shred It For Shredding Services

Department Submitting Auditor

Documents:

SHRED IT CONTRACT.PDF

XII. Consideration Of Utility Permit(S): 20-4927, 20-4928

Department Submitting Engineer

Documents:

UT 20 4928.PDF

UT 20 4927.PDF

14. PUBLIC HEARING ITEMS:

15. ADDITIONAL ITEMS:

I. Discussion And Consideration Of Administration Agreement For Health Insurance Claims Run-Out With Employee Benefit Systems From 7/1/2020 To 9/30/2020 For The Amount Of \$4,153.50 - Alissa Wignall

Department Submitting Board of Supervisors

Documents:

EBS.PDF

- II. Discussion And Consideration Of Agreement With WageWorks(Wellmark) For Flexible Spending Account (FSA) Administration Effective 7/1/2020 - Alissa Wignall

Department Submitting Board of Supervisors

Documents:

FSA PROPOSAL 2020.PDF  
MASTER SERVICES AGREEMENT MSA FSA 2020.PDF  
ADDENDUM B TO MSA FSA 2020.PDF

- III. Discussion And Consideration Of Revised Open Records Policy (For 7 Day Review) - Alissa Wignall

Department Submitting Board of Supervisors

Documents:

OPEN RECORDS POLICY REVISED 2020DRAFT.PDF  
EDITS.PDF

- IV. Discussion And Consideration Of Requiring The Chair Of Board Of Supervisors, As A Condition Of Being Allowed To Continue To Take The Lead In Preparing And Conducting Personnel Evaluation Interviews, To Provide At Least Seven (7) Days Advance Notice To The Other Supervisors Of Any Upcoming Performance Review Of An Employee Directly Reporting To The Board Of Supervisors So That They Can Provide Input Prior To The Performance Review Discussion With The Employee And To Include Those Supervisors' Comments, Goals, Requests And Ratings In Any Written Or Oral Reports Evaluations Or Follow-Up Actions - Olson

Department Submitting Board

#### 16. DEPARTMENTAL REPORTS:

- I. Community Services Quarterly Report - (Submitted Report Only)

Department Submitting Auditor

Documents:

CS.PDF

- II. Environmental Health Quarterly Report - (Submitted Report Only)

Department Submitting Auditor

Documents:

BOS QUARTERLY.PDF

17. OTHER REPORTS:

18. UPCOMING AGENDA ITEMS:

19. 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.

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

21. ADJOURNMENT:

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



## **REPORT TO STORY COUNTY BOARD OF SUPERVISORS**

**May 7, 2020**

**Submitted by Angela Tharp, Executive Director NAMI Central Iowa**

### **Mission Statement**

The mission of NAMI Central Iowa is to support, educate, and advocate on behalf of individuals affected by mental illness.

We are able to provide all of our services without cost because of funding through ASSET, and other generous gifts and donations.

### **Education**

NAMI Central Iowa offers monthly educational programs featuring local specialists on current mental health topics or providing educational and informational presentations about what NAMI has to offer nationally, state-wide and at the local affiliate level (NAMI 101). We also offer free intensive educational courses for family members and for persons living with mental illness. We seek to educate the public by speaking to community groups and through our monthly newsletters.

*Public Education and Community Outreach Presentations have included:*

- Mobile Crisis
- Open House / Volunteer Appreciation
- Food At First / Community that Cares (NAMI 101)
- ISU Nursing Students (NAMI 101)
- ISU student teachers (Ending the Silence)
- ISU Alumni Association (NAMI 101)
- CICS – Hampton (NAMI 101)
- Faith in Action – Iowa Falls (NAMI 101)
- Friendship Club – Iowa Falls (NAMI 101)
- The Rose – Boone (NAMI 101)
- Boone Co. Veteran's Affairs – (NAMI 101)
- Mental Health Council – Webster City (NAMI 101)
- Memorial Fundraiser – Nevada – (NAMI 101)
- Boone County Mental Health Conference (NAMI 101 & Ending the Silence)
- ACCESS – Ames (NAMI 101)
- Center Associates – Marshalltown (NAMI 101)
- Nutrition & Mental Health
- Ames Morning Rotary (NAMI 101)

- Ellsworth Community College Nursing Students (NAMI 101)
- Gilbert Mental Health Expo (Ending the Silence)
- Mental Health & the Holiday's in Marshalltown
- Trinity Lutheran Church – Jefferson – Ending the Silence
- Van Diest Medical Center (NAMI In Our Own Voice)
- ISU Student Teacher Seminars (Ending the Silence)
- Meeting of the Minds (NAMI 101)
- United Way Partner Radio Spot (Quick NAMI 101)
- Iowa Nurses Association (NAMI 101)
- Office of Consumer Affairs
- Eyerly Ball (NAMI 101)
- Octagon (NAMI 101)
- Ames Chamber (NAMI 101)
- Movie at the Ames Public Library
- May of 2020 we have many presentations lined up in recognition of Mental Health Awareness Month. Of course, we need to offer these via ZOOM and Facebook Live due to social distancing restrictions.
- As of March 2020, we have been providing educational Tips & Topics via Facebook and have increased our viewers during this time. (Over 2,220 reached in February 2020)
  - An estimated unduplicated reach (estimated because not all attendees want to sign-in) is over 1,020 individuals through February of 2020.

*Family-to-Family:* held one 12-week classes – Ames 13 participants; 2 facilitators  
*Peer-to-Peer:* held one class 1 in Ames 6 participants & 2 facilitators  
*Basics:* This is now offered by NAMI National “On Demand”. We were going to kick one off in March, and then COVID-19 happened.

*Ending the Silence* - NAMI Ending the Silence is an engaging presentation that helps audience members learn about the warning signs of mental health conditions and what steps to take if you or a loved one are showing symptoms of a mental health condition. NAMI Ending the Silence presentations include two leaders: one who shares an informative presentation and a young adult with a mental health condition who shares their journey of recovery. We have held 15 Ending the Silence presentations throughout our region. Our Intern for NAMI Central Iowa is in the process of inputting all of our data and evaluating the effectiveness of the presentation.

*Newsletter:*

Monthly we send out an electronic newsletter. We average between 350 – 550 emails that are reached. We send out hard copies as requested. Our newsletter is posted to our website monthly. In January we switched from a Publisher document newsletter to FloDesk. We are now able to categorize our email data base, analyze the open rate, click-through-rate, how they are accessing the newsletter (laptop vs mobile device), etc. This will help us continue to evaluate what information our readers find useful.

### **NAMI on Campus**

Provides education and resources on the campus at ISU.

Club Fest, Monthly meetings, dorms, other clubs, bandana project, radio, NAMI Walks, newspaper. They will also be presented at the NAMI National Convention June 19-23, 2019 in Seattle, WA. One ISU Student and Board Member also serves on a Youth Advocate Committee for NAMI National.

### **Advocacy**

NAMI Central Iowa brings mental health concerns to the attention of local, state, and federal legislators, and speaks on behalf of those living with mental illness in community conversations. We hosted a Candidate forum which focused on mental health as well as other issues in March of 2020. We attended NAMI Day on the Hill. We also participated in NAMI Walks in September of 2019 raising awareness about mental illness at a State level.

### **Support**

We provide two support groups for persons living with mental illness every week, and a support group for family members once a month. We also offer information and referrals daily from the NAMI office.

- PRIOR to March 17, 2020 Connections – Peer support group – meets twice - weekly at Wellness Center. We are also holding this support group at the Crisis-Transitional Living Center in Ames.
- PRIOR to March 17, 2020 Family Support Group – met the 4<sup>th</sup> Thursday of each month at Wellness Center (we have 66 individuals that have utilized Family Support Group). We also have FSG in Iowa Falls (14) & Newton (8).
- We are in the process of creating a NAMI Connections ZOOM Support Group for Working Professionals in Hardin/Franklin & Hamilton counties.
- Currently, we are offering 4 Connections Peer Support groups (Monday's, Tuesday's, Thursday's and Saturday's) every week. These groups are held via ZOOM. We currently have 27 individuals and counting that have registered to participate in the support group.

- Currently, we are offering our Family Support Group via ZOOM the 1<sup>st</sup> & 3<sup>rd</sup> Thursday of every month. We tried weekly, but that was not effective for families.
- Promoted Attendance at facilitator trainings (State trainings) for Family to Family September 2019 in Fort Dodge – 6 people from CICS region.
- Promoted Attendance at leader trainings (State trainings) for In Our Own Voice. We had 4 from our region registered to attend, however, only one person became certified.
- Promoted Attendance at facilitator trainings (State trainings) for Connections. We had one person from the region become a facilitator.
- Have 1 staff who is a Connections State Trainer from CICS region
- Have 1 staff who is a Peer-to-Peer and In Our Own Voice State Trainer from CICS region.
- We had two volunteers to attend National Training in Washington DC in May, however, that training had been cancelled.
- We have 1 staff who is a Certified Peer Support Specialist. We have two additional staff that will become certified in June of 2020, after completion of the course.
- We currently are in the process of finding individuals to become facilitators and leaders for Family-to-Family, Peer-to-Peer and Family Support Group as the state training will begin in June via ZOOM.

### **Support – Emergency Assistance Loan Fund**

NAMI Central Iowa provides emergency loan assistance to people living with mental illness who are in critical financial need. The arrangements are made through the person's outreach/case worker or therapist, and checks are made out directly to the landlord, pharmacy, etc. Since this is a loan fund, we ask people to repay as they are able, with small amounts each month. There is no interest charged.

- 36 new loans

### **Support – Mental Health Wellness Center**

NAMI Central Iowa has been running a Mental Health Wellness Center since August 1, 2011, with daily programs which provide a whole health approach to mental health recovery. We offer support groups, art therapy, writing groups, and other programs that have proven to be beneficial for persons living with mental illness. In June of 2019 the Wellness Center moved to 424 5<sup>th</sup> Street, Ames, allowing additional space for socialization, activities and opportunities. We have had 712 duplicated visits as of March 1, 2020. However, due to COVID-19, our center is closed. We now call the peers weekly, send cards and promote the ZOOM Wellness Center activity from 1-2:30 5 days per week.

**Additional Information:**

- MH Expo Lunch & Learn & Evening event. Had the Expo in September 2019 with Jake Sullivan as presenter. Upcoming Expo will be September of 2020 with Jessie Beyer presenting.
- CICS Region – I have been to every county in the region since taking over as the Executive Director. I stay in contact with the CICS contact within each county and provide assistance where needed.
- Billing - has been delayed as our treasurer stepped off our Board of Directors in December of 2019. We have set up our accounting services with the Community Foundation of Des Moines.
- Partner with Central Iowa Recovery and offer Intensive Psychiatric Rehabilitative Services (IPRS) at our Center.
- We have worked very hard to establish brand presence and program opportunities to the 11-counties we serve. In doing so, we have received board applications to bring our Board to 15 members from various counties in the mental health region, rather than a Story County focused Board.
- We are blessed to have a Data Analysis Intern volunteering for us at this time.
- We were blessed to have an ISU Nursing Student complete her Capstone project with us this Spring.

**2020 – 2021 NAMI Central Iowa Board of Directors Roster**

**Current Board Roster (not up for re-election)**

Marty Chitty, Co-President

Tim Denger, Member at Large

Gail Loy, Peer Liaison

Leah Beman, Secretary

**Current Board Up For Re-election:**

Wayne Clinton, Co-President

Bill Ehler, Treasurer

**New Board Candidates:**

Dawn Bowker, Member at Large

Paul Daniels, Member at Large

JD Deambra, Member at Large

Jody Eaton, Member at Large

Kenia Fountain, Member at Large

Tyler Gotto, Member at Large

Hannah Moldovan, Member at Large

Andrew Westlake, Member at Large

Anthony Wubben, Member at Large

Julie Ringhoefer, ISU NAMI on Campus Representative

**I agree to the proposed Board of Directors for 2020-2021**

\_\_\_\_\_ Yes    \_\_\_\_\_ No

## ANNUAL REPORT FOR OUTCOME PROGRESS

**Agency Name:** The Salvation Army

**Program Name:** Emergency Assistance for Basic Material Needs- Food Insecurity

**Brief Description of Program:** Residents of Story County can use the Food Pantry once every 30 days. We were a client-choice pantry until the pandemic forced us to close to the public. Because of that, the major change that we have made is that we prepackage the foods and put them in our vestibule for the client to pick up at their scheduled time. What we have been able to offer is the same including meat and eggs. This is the part of the service which the ASSET dollars are funding.

Our Doing the Most Good Market can be utilized twice weekly by our guests as long as they utilize our pantry once every 30 days. DMG Market items included fresh produce, breads and other rescued foods from stores and growers in the Story County area.

We also have a family pantry where we can offer items like diapers, wipes and toiletries to our guests.

- 1. Program/ Service Outcome (Change/ Benefit to Clients/ Community) – please refer back to the corresponding ABF 5(O) and provide an update on program/ service outcome from July 1 to date:** We are seeing our designation as the County with the highest food insecurity rate in the state is affecting the number for families visiting our Food Pantry. We projected providing 2,413 separate visits/7,800 individuals served to the Food Pantry for the entire year. Thus far we have had 2,113 separate visits/5,939 individuals served. 106 of those families thus far are funding by Story County.
- 2. Measurement Used (How Often, Tools Used) – please refer back to the corresponding ABF 5(O) and provide an update on measurement used from July 1 to date:** Any time a person comes in for services of any sort, they are entered into Service Point and other pertinent information is put on an excel spreadsheet.
- 3. Measurement Update (Please provide update on measurement data collected based on the ABF 5(O) from July 1 to date):** Pantry usage has fluctuated throughout the year. In fact, since the Covid-19 virus, people are staying home more. Our numbers actually show a large decline from March to April from 206 households to 156 served. We anticipate these numbers to rise in the coming weeks due to the additional monies received by those who filed for unemployment will count as income thus SNAP will likely begin to decrease.
- 4. Outcomes Achieved (Result to Clients/ Community) – please refer back to the corresponding ABF 5(O) and provide an update on the outcomes achieved from July 1 to date:**  
Thus far we have had 2,113 separate visits/5,939 individuals served. 106 of those families thus far are funding by Story County.

**5. Barriers Encountered (please refer back to the corresponding ABF 5(O) and provide an update on the barriers encountered from July 1 to date):**

- a. We had far higher numbers of people living in unincorporated areas in the County than I had ever thought we had coming in. We utilized all of the funding by mid-October.
- b. The Food Bank of Iowa doesn't always have in stock the items we want to order, thus the need for food drives.
- c. It would be great if Story County accepted monthly billings via email. Currently, we must mail all bills to the County via USPS but it would be easier if we could email them.

**5. Clients Served (please refer back to the corresponding ABF 5 Service Statistics and provide an update on number of clients served from July 1 to date):** We have had 2,113 separate visits/5,939 individuals served. 106 of those families thus far are funding by Story County.

**6. Have you had to turn any clients away that desire to participate in this program? If so, why? If so, how many? If so, when?** Our goal is to not turn people away, particularly since the food insecurity rate in this County remains the highest in the state. When/if we do turn people away, it's because our Pantry is not open but we ask them to come back during open hours. We do look at those on a case by case basis.

**7. Comments:**

- a. The Salvation Army is a member of the Hunger and Food Pantry Collaborations. In both, we continue to focus on lowering the food insecurity rate.
- b. We had been hosting an Iowa State Extension Plan Shop Save Cook program in our office for those who could use some assistance improving their skills. Of course that has been put on the back burner but we intend to begin again once things calm down.
- c. The numbers above do NOT include the numbers from the Doing The Most Good Market as that is not funded by ASSET. We have served 3,694 separate, duplicated visits/12,497 individuals served. Our guests can utilize our DMG Market twice weekly. If a person identifies themselves as homeless, they can come daily.
- d. We rely heavily on volunteers. Without them, we could not provide any of the services offered. One thing the pandemic has shown is that Iowa State, though a great resource of young people looking to volunteer, is not a reliable source. We need volunteers who have their roots planted in Ames and Story County, who are concerned about their neighbors and friends and who can make a commitment to be here. Students cannot. The Volunteer Center of Story County is our main source of volunteers. Losing them as a resource would be detrimental to our business and could change what services we are able to provide. We also rely on RSVP for volunteers. Each are vital to many organizations in Story County and they should continue to be funded at full capacity.

**Program Name:** Bill Payer Program

**Brief Description of Program:** This program enlists volunteers to assist our clients create a monthly budget, organize paperwork, write checks for the client's signature and balance their checkbooks. Our hope is that by providing this service, it will decrease the likelihood of elder abuse and prevent premature higher level of care for that individual. We would also like to utilize the Bill Payer Program as a transition option for those clients who utilize our Representative Payee Service but are taking the steps to manage their own benefits. This step will allow for these clients to have a skilled mentor meeting with them and offering support so the client can experience success before being on their own. We have yet to have one of our payee clientele advance to this.

- 1. Program/ Service Outcome (Change/ Benefit to Clients/ Community) – please refer back to the corresponding ABF 5(O) and provide an update on program/ service outcome from July 1 to date:**  
The volunteers document their sessions as well as tracking the time they spend with their client. When the data is received by TSA, the information is entered into an excel spreadsheet. We also track the number of volunteer hours and report that to RSVP and TSA monthly statistics.

The Salvation Army will be discontinuing this program after the first of the year. We had two individuals transfer to the Representative Payee Program and the other two were referred but our volunteers have questioned their impact since the two they work with seem to function well. Because of that, we decided that this program, though there has been value in the past, it is no longer something that can be supported by The Salvation Army.

- 2. Measurement Used (How Often, Tools Used) – please refer back to the corresponding ABF 5(O) and provide an update on measurement used from July 1 to date:** The volunteers document their sessions as well as tracking the time they spend with their client. When the data is received by TSA, the information is entered in Service Point. We also track the number of volunteer hours and report that to RSVP (for those volunteers referred to us by them) as well as documenting TSA monthly statistics.
- 3. Measurement Update (Please provide update on measurement data collected based on the ABF 5(O) from July 1 to date):** Our four volunteers have spent 100 units (visits) from July 1 to Dec 31.
- 4. Outcomes Achieved (Result to Clients/ Community) – please refer back to the corresponding ABF 5(O) and provide an update on the outcomes achieved from July 1 to date:**  
We served up to 4 clients. Our volunteers meet as frequently as necessary with their clients. We had 4 volunteers currently working in this program, three working directly with the clients (one works with two clients) and one who is double checks their statement balancing. When the volunteer sees an issue that raises concern with them, The Salvation Army Case Manager reviews the case with the volunteer and other service providers that may be in place. This sort of care and coordination helps to keep individuals in their home and protected from potential elder/dependent adult abuse. We have had two of the four transfer to the Representative Payee Program and the other two will be discharged due to the discontinuation of this program.
- 5. Barriers Encountered (please refer back to the corresponding ABF 5(O) and provide an update on the barriers encountered from July 1 to date):** The barrier for this program is finding volunteers being readily available when the need occurred. There is a need for this program however, The

Salvation Army is not necessarily the appropriate agency to manage this program moving forward.

**6. Clients Served (please refer back to the corresponding ABF 5 Service Statistics and provide an update on number of clients served from July 1 to date):**

The Salvation Army served four clients at the peak. Two transferred to the Payee Program in December. The other two were notified of the discontinuation of the program and our volunteers worked with them to make other arrangements.

**7. Have you had to turn any clients away that desire to participate in this program? If so, why? If so, how many? If so, when?** Yes, one client was turned away due to the discontinuation of the program after it was determined that two clients would be transferring to the Payee Program.

**8. Comments:**

It was a difficult decision to discontinue the Bill Payer Program. We determined that since this program is better suited being provided by an organization that works with seniors, we would focus our energies on food, our Payee program and homelessness prevention.

**Program Name:** Disaster Services

**Brief Description of Program:** Our EDS service does not prevent, eliminate or reduce the problems in our community however, this service is a response to a problem and helps meet the basic human need at the point of crises. We have a national agreement with the American Red Cross that we support the first responders and they support the victims in the initial response however, it is our goal to stay on site and/or available until we are no longer needed. We will also provide for basic needs of the individuals affected by a disaster. EDS is not based on any economic conditions but rather is a response to an emergency situation that can affect anyone. TSA is a part of the Story County Coalition for Disaster Recovery. This group responds to crisis and educates our communities as well. We have quarterly CDR meetings to coordinate the services amongst other agencies in Story County

**1. Program/ Service Outcome (Change/ Benefit to Clients/ Community) – please refer back to the corresponding ABF 5(O) and provide an update on program/ service outcome from July 1 to date:**

We provided clothing assistance two households (two people) who experienced a trailer fires in August and October. Both were complete losses. I have also assisted 2 separate households in May where there was a fire resulting in a total loss for the duplex owner. We are assisting them with rent for their new apartments. That bill is to come.

**2. Measurement Used (How Often, Tools Used) – please refer back to the corresponding ABF 5(O) and provide an update on measurement used from July 1 to date:**

I track our clientele in Service Point and on a excel spreadsheet.

**3. Measurement Update (Please provide update on measurement data collected based on the ABF 5(O) from July 1 to date):**

Those served have found other places to live within Story County.

**4. Outcomes Achieved (Result to Clients/ Community) – please refer back to the corresponding ABF 5(O) and provide an update on the outcomes achieved from July 1 to date:**

100% of clients seeking assistance received assistance they need for quick recovery.

**5. Barriers Encountered (please refer back to the corresponding ABF 5(O) and provide an update on the barriers encountered from July 1 to date):**

- a. We are limited in what we can do in the event of a large scale disaster however, we do have access to canteens across Iowa, if they are needed and are not otherwise in use. Specifically, we could potentially have a canteen here from Des Moines within an hour and a half to serve food and drinks from. We can begin planning until their arrival.
- b. Our officers Lt Bobby and Lt Kristen Key have just been notified they are moving to a different appointment in Central Iowa. I will be notified soon as to who will be in charge here.

**6. Clients Served (please refer back to the corresponding ABF 5 Service Statistics and provide an update on number of clients served from July 1 to date):**

Three households served from Story County.

**7. Have you had to turn any clients away that desire to participate in this program? If so, why? If so, how many? If so, when? No**

**8. Comments:** The Salvation Army will be ready to respond, 24/7, 365 days a year to any event that we are needed to serve at.

Respectfully submitted by Cari McPartland, Site Administrator of The Salvation Army

**Agency Name:** The Salvation Army

**Program Name:** Emergency Assistance for Basic Material Needs-Homelessness Prevention

**Brief Description of Program:** Residents of Story County are provided financial assistance towards preventing homelessness: rent, mortgage and utilities. We have the expectation that the amount the customer owes will be covered in full (including our assistance) and/or a payment plan is in place (if necessary) before we will make a payment. Payment goes directly to the vendor.

**1. Program/ Service Outcome (Change/ Benefit to Clients/ Community) – please refer back to the corresponding ABF 5(O) and provide an update on program/ service outcome from July 1 to date:** The Homelessness Prevention program allows Story County residents to receive up to \$350.00 in assistance that is paid directly to their landlord, mortgage holder, property manager, or utility company. They can receive assistance for these expenses one time per calendar year but we look at each situation case by case. The Salvation Army staff not only provides emergency assistance, we look at the presenting problem, offer options and discuss the long-term solutions (what will happen next month) with our client. If a customer is not employed, we refer them to the Chamber of Commerce website: [www.workinames.com](http://www.workinames.com), direct them to the Iowa Works Ames Office as well as providing temp agency and other website options. We work collaboratively with other organizations supported by ASSET as well as the faith-based community by referring customers in need to their programs. This program's intent is to prevent homelessness with the goal for stability.

**2. Measurement Used (How Often, Tools Used) – please refer back to the corresponding ABF 5(O) and provide an update on measurement used from July 1 to date:** The Salvation Army utilizes Service Point and excel spreadsheet with name, address, city, number in household and we get a copy of the bill. Each time a person comes in for services of any sort, they are entered in Service Point and if they are utilizing this service, pertinent information is put on the spreadsheet.

**3. Measurement Update (Please provide update on measurement data collected based on the ABF**

**5(O) from July 1 to date):** 167 individuals assisted- 66 households. 2 ISU families. 36 of these families are new to us (never been served or it has been 2 or more years since the last time we've seen them). We have spent \$12,291.00 on rent, \$242.00, \$521.87 on mortgage and \$4,871.56 on utilities. Of these numbers 89 individuals and 41 households could have been billed to ASSET totaling. This part highlighted is revised from what I sent them. We have other funds that we can utilize to assist.

**4. Outcomes Achieved (Result to Clients/ Community) – please refer back to the corresponding ABF 5(O) and provide an update on the outcomes achieved from July 1 to date:** 167 individuals assisted- 66 households. 2 ISU families. 36 of these families are new to us (never been served or it has been 2 or more years since the last time we've seen them). We have spent \$12,291.00 on rent, \$242.00, \$521.87 on mortgage and \$4,871.56 on utilities. Of these numbers 65 individuals and 31 households could have been billed to ASSET, meaning they fit the criteria totaling. This part highlighted will be removed and resent, I had a brain fart while writing. We have other funds that we can utilize to assist including funds allocated by the City's of Collins, Nevada and Story City. We also receive funds from the Emergency Food and Shelter Program (EFSP) and the Story County Housing Trust, all which help us to serve families throughout Story County.

**5. Barriers Encountered (please refer back to the corresponding ABF 5(O) and provide an update on the barriers encountered from July 1 to date):**

- a. Having the funds to assist our families is our greatest barrier. They often need far more in one month or several months of non-payment than what we have available to assist with.
- b. The lack of affordable housing continues to be at crisis level for the families we serve.

**6. Clients Served (please refer back to the corresponding ABF 5 Service Statistics and provide an update on number of clients served from July 1 to date):**

167 individuals assisted- 66 households. 2 ISU families. 36 of these families are new to us (never been served or it has been 2 or more years since the last time we've seen them).

**7. Have you had to turn any clients away that desire to participate in this program? If so, why? If so, how many? If so, when?**

Approximately 260 households declined in six months for many reasons, first and foremost because we do not have the funds available to serve everyone in need in Story County.

**8. Comments:**

The Salvation Army is working closely with other providers of housing/utility assistance to move toward Coordinated Entry, a point of entry that would help the clientele travel less for appointments and increase the amount of coordination amongst the providers.

**Staff Use Only:**

Change/ Benefits demonstrated for client/ community?	Yes	No
Quantifiable Outcome Measures?	Yes	No
Outcomes Reported?	Yes	No

**Agency Name:** The Salvation Army Service Center

**Program Name:** Representative Payee Program

**Brief Description of Program:** RPP Payee Program manages income to ensure shelter, food, medical care, clothing and education as required by the Social Security Administration (SSA). Our role is well defined for us by the Social Security Administration. We assist in paying off past debts, as individual finances allow. The RPP clients would have difficulty maintaining their basics if they did not have someone and/or an agency monitoring their money.

- 1. Program/ Service Outcome (Change/ Benefit to Clients/ Community) – please refer back to the corresponding ABF 5(O) and provide an update on program/ service outcome from July 1 to date:** The Salvation Army’s Representative Payee Services works with adults (and we can serve children) who the Social Security Administration has determined incapable of managing their own Social Security benefits.
- 2. Measurement Used (How Often, Tools Used) – please refer back to the corresponding ABF 5(O) and provide an update on measurement used from July 1 to date:** All contact, direct (meaning we see or speak with the client) and indirect (meaning we are doing work on behalf of the client but not in the presence of the client such as paying bills, contacting SSA, etc.) is put on an excel spreadsheet.
- 3. Measurement Update (Please provide update on measurement data collected based on the ABF 5(O) from July 1 to date):** This method of data collection works well but we discuss ways to streamline to make process easier.

**4. Outcomes Achieved (Result to Clients/ Community) – please refer back to the corresponding ABF 5(O) and provide an update on the outcomes achieved from July 1 to date:**

We are currently providing services to 58 individuals in Story County and 2 outside of Story County. We have closed 12 cases because they moved to higher level of care or moved out of service area. We have devoted at total of 192 direct hours and 938 hours of indirect time spent hours paying bills, calling businesses, collaborating with Social Security, contacting service providers, etc.

**5. Barriers Encountered (please refer back to the corresponding ABF 5(O) and provide an update on the barriers encountered from July 1 to date):**

The Salvation Army is one of only a handful of options for this service in Story County and we frequently have requests from clients who want to transfer from other service providers. We also will prioritize clients who have their payee services on hold at Social Security because they do not have a payee.

**6. Clients Served (please refer back to the corresponding ABF 5 Service Statistics and provide an update on number of clients served from July 1 to date):** We are currently service 58 individuals in Story County and 2 outside of Story County.

**7. Have you had to turn any clients away that desire to participate in this program? If so, why? If so, how many? If so, when?** Yes. We have a waiting list of 15 people needing assistance. We do refer them to other agencies that may be willing to take them but often neither the client nor the client want to have their services outside Ames and/or Story County.

**8. Comments:**

**Applicant License Application ( LC0018284 )**

<b>Name of Applicant:</b> <u>Ballard Golf &amp; Country Club</u>		
<b>Name of Business (DBA):</b> <u>Ballard Golf &amp; Country Club</u>		
<b>Address of Premises:</b> <u>30608 N Hwy 69</u>		
<b>City</b> <u>Huxley</u>	<b>County:</b> <u>Story</u>	<b>Zip:</b> <u>5012400</u>
<b>Business</b>	<u>(515) 597-2266</u>	
<b>Mailing</b>	<u>PO Box 190</u>	
<b>City</b> <u>Huxley</u>	<b>State</b> <u>IA</u>	<b>Zip:</b> <u>501240000</u>

**Contact Person**

<b>Name</b> <u>Matt Gatchel</u>
<b>Phone:</b> <u>(515) 597-2266</u> <b>Email</b> <u>manager@ballardgolf.com</u>

**Classification** Class C Liquor License (LC) (Commercial)

**Term:** 12 months

**Effective Date:** 07/12/2019 2020

**Expiration Date:** 07/11/2020 2021

**Privileges:**

- Class C Liquor License (LC) (Commercial)
- Outdoor Service
- Sunday Sales

**APPROVED**      **DENIED**

**Board Member Initials:** ML

**Meeting Date:** 5/12/2020

**Follow-up action:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Status of Business**

<b>BusinessType:</b> <u>Privately Held Corporation</u>
<b>Corporate ID Number:</b> <u>XXXXXXXXXX</u> <b>Federal Employer ID</b> <u>XXXXXXXXXX</u>

**Ownership**

**Mike Pendleton**

**First Name:** Mike      **Last Name:** Pendleton

**City:** Ankeny      **State:** Iowa      **Zip:** 50021

**Position:** Vice President

**% of Ownership:** 0.00%      **U.S. Citizen:** Yes

**Paula Eichinger**

**First Name:** Paula      **Last Name:** Eichinger

**City:** Slater      **State:** Iowa      **Zip:** 50244

**Position:** President

**% of Ownership:** 0.00%      **U.S. Citizen:** Yes

**Al Warford**

**First Name:** Al      **Last Name:** Warford

**City:** Ankeny      **State:** Iowa      **Zip:** 50021



**GILBERT - FRANKLIN TOWNSHIP  
FIRE & EMERGENCY RESPONSE AGENCY**

**GILBERT IOWA FIREFIGHTERS'  
ASSOCIATION**

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**Dive Team Storage Rental Agreement**

Lessee: Story County Sheriff's Office- Dive

Team Attn: Lt. Gary Backous

1315 South B Ave.

Nevada, IA 50201

1. This rental agreement is between the Gilbert Franklin Twp. Fire & Rescue Agency (GFFD) , and the Lessee to store the following equipment in the fire department located at 105 SE 2nd St. Gilbert, IA: International Rescue Truck, Dive team boat & trailer, Equipment Storage Lockers w/ associated dive equipment.
2. The term of this rental agreement is for 12 months, and shall commence on July 1, 2019 and expire on June 30, 2020.
3. Total rental charges for the year ,viii be \$5000.00, and can be paid \$2500.00 semi-annually on or about July 1 and Dec. 1 to:  
  
Gilbert/Franklin Twp. Fire & Rescue Agency PO Box 1  
Gilbert, IA 50105
4. This contract may be terminated by either party upon 30 days' prior written notice to the other party. In the event of termination, any prepaid rent will be refunded to the lessee within 30 days of vacating the property. Any damages to GFFD facilities caused by the lessee will be deducted from any prepaid rent before refunding to the lessee. GFFD will provide a written estimate for the damages and the costs estimated for the repairs to the lessee.



**GILBERT - FRANKLIN TOWNSHIP  
FIRE & EMERGENCY RESPONSE  
AGENCY**

**GILBERT IOWA FIREFIGHTERS'  
ASSOCIATION**

5. Lessee is responsible for providing its own insurance for goods stored. GFFD carries no insurance for goods stored and is NOT responsible for damage to lessee's goods caused by fire, water, natural disaster, vandalism, burglary, or any other cause.
6. GFFD agrees to provide electrical outlets for the use of battery chargers.
7. Lessee will have access to GFFD by using the keypad on any of the 3 walk in doors. The 4 digit numeric code will be emailed only to authorized members designated by the lessee, and new codes will immediately be emailed out if they are changed.
8. Lessee agrees to keep all equipment in the northern most bay in GFFD, and/or any other areas approved by the Fire Chief.
9. Lessee understands that GFFD vehicles may be parked in front of Lessee equipment, and may need to be moved for Dive Team equipment to get in or out of the building. Designated members of GFFD and the Dive Team will be trained by each other on how to operate any equipment that will need to be moved by the other agency for any reason. Only trained and authorized members will be allowed to operate the other agency's equipment.  
Current copies of this list of authorized members will be maintained by each agency.
10. This agreement is governed by the laws of the State of Iowa with venue in Story County District Court.

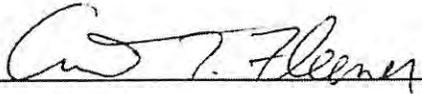
**Agreement: I understand and agree to adhere to this rental agreement as written. Any changes or modifications to this rental agreement will need to be made in writing and signed/dated by all parties.**

X  \_\_\_\_\_

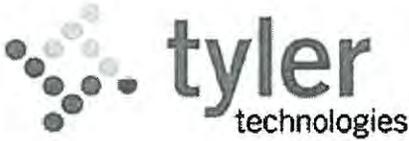
Story County Board of Supervisors  
\_\_\_\_\_

X  \_\_\_\_\_

GFFD Fire Chief  
\_\_\_\_\_

X  \_\_\_\_\_

GFFD Board President  
\_\_\_\_\_



**Remittance:**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

# Invoice

<b>Invoice No</b>	<b>Date</b>	<b>Page</b>
020-24256	05/01/2020	1 of 1

**Questions:**  
 Tyler Technologies - Courts & Justice  
 Phone: 1-800-772-2260 Press 2, then 3  
 Email: ar@tylertech.com



Bill To: Story County Sheriff's Office  
 900 6th St  
 Nevada, IA 50201

Ship To: Story County Sheriff's Office  
 900 6th St  
 Nevada, IA 50201

<b>Cust No.-BillTo-ShipTo</b>	<b>Ord No</b>	<b>PO Number</b>	<b>Currency</b>	<b>Terms</b>	<b>Due Date</b>
44700 - 11935 - 11935	100338		USD	NET30	05/31/2020

Date	Description	Units	Rate	Extended Price
Contract No.: Story Coun				
	CivilServe Annual Support	1	5,796.38	5,796.38
Maintenance: Start: 08/Jun/2020, End: 07/Jun/2021				

**APPROVED**

**DENIED**

Board Member Initials: AM

Meeting Date: 5-12-2020

Follow-up action: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

**\*\*ATTENTION\*\***  
 Order your checks and forms from  
 Tyler Business Forms at 877-749-2090 or  
 tylerbusinessforms.com to guarantee  
 100% compliance with your software.

Subtotal	5,796.38
Sales Tax	0.00
Invoice Total	5,796.38



**Remittance:**  
 Tyler Technologies, Inc.  
 (FEIN 75-2303920)  
 P.O. Box 203556  
 Dallas, TX 75320-3556

# Invoice

<b>Invoice No</b>	<b>Date</b>	<b>Page</b>
025-289326	03/31/2020	1 of 1

**Questions:**  
 Tyler Technologies - Local Government  
 Phone: 1-800-772-2260 Press 2, then 2  
 Email: ar@tylertech.com



Bill To: Story County  
 Attn: Recorder  
 900 Sixth Street  
 Nevada, IA 50201

Ship To: Story County  
 Attn: Recorder  
 900 Sixth Street  
 Nevada, IA 50201

<b>Cust No.-BillTo-ShipTo</b>	<b>Ord No</b>	<b>PO Number</b>	<b>Currency</b>	<b>Terms</b>	<b>Due Date</b>
44700 - 14300 - 14300	68414	2012-0018 Amendment	USD	NET45	05/15/2020

Description	Extended Price
Eagle Recorder Contract - Subscription - Year 4 - 04/01/2020 - 03/31/2021	17,891.00

**Milestone Details**

Description:	Contract Amount:	Percent Invoiced:	Amount Invoiced:
Subscription Fee - On Premise - Eagle Document Recording	84,615.00	20%	16,923.00
Subscription Fee - On Premise - Eagle Document Recording	1,760.00	25%	440.00
Subscription Fee - On Premise - Eagle Document Recording Public Seat License (6) and Hosting for Assessor's Office	1,584.00	33%	528.00

**APPROVED** **DENIED**  
 Board Member Initials: pm  
 Meeting Date: 5-12-2020  
 Follow-up action: \_\_\_\_\_

**\*\*ATTENTION\*\***  
 Order your checks and forms from  
 Tyler Business Forms at 877-749-2090 or  
 tylerbusinessforms.com to guarantee  
 100% compliance with your software.

Subtotal	17,891.00
Sales Tax	0.00
Invoice Total	17,891.00



Memorandum

To: Story County Board of Supervisors  
Through: Michael D. Cox, Director  
From: Patrick Shehan, Special Projects Ranger  
Date: May 12, 2020  
Re: Consideration of construction contract award for the Heart of Iowa Nature Trail paving project from Huxley and the South Skunk River Bridge.

Bids have been received/opened by the Iowa Department Of Transportation for the Phase 2 Heart of Iowa Nature Trail (HOINT) paving project. This project includes the paving of the HOINT between Huxley and the South Skunk River Bridge. Attached are the bid recommendation reports from Snyder and Associates to the SCCB. Snyder and Associates is recommending award of: 1) the construction contract to the low responsive, responsible bidder; and 2) authorization to proceed with a funding agreement with Story County for the allocation of the contract costs. Snyder and Associates is recommending to enter a funding agreement (provided and acted upon at a later date) for the Story County share of the costs--written on a not-to-exceed basis. The bid tabulation follows:

Howrey Construction, Inc.....	\$1,006,054.06
Absolute Concrete Construction, Inc.....	\$1,136,869.70
Con-Struct, Inc.....	\$1,138,964.00

The Engineers Opinion of Probable Construction Costs was \$1,020,328.40. The low bid was 1.4% below the Engineers Opinion of Probable Construction Costs. SCCB has received two grants towards this project totaling \$730,000, and this project is within our allocated budget.

Story County Conservation Board recommends your approval.

  
Approval

Disapproval

5-12-2020  
Date

Date



April 23, 2020

Mr. Pat Shehan  
Special Projects Ranger  
Story County Conservation  
56461 180<sup>th</sup> Street  
Ames, IA 50010-9451

RE: RECOMMENDATION OF AWARD  
HEART OF IOWA NATURE TRAIL PAVING – HUXLEY TO SOUTH SKUNK RIVER BRIDGE  
S&A PROJECT NO. – 119.0985.01

Dear Pat:

On Tuesday, April 21, 2020 the Iowa DOT received three (3) bids for the Heart of Iowa Nature Trail Paving – Huxley to South Skunk River Bridge project. The three bidders are noted below with the apparent bid totals:

Howrey Construction, Inc.....	\$1,006,054.06
Absolute Concrete Construction, Inc.....	\$1,136,869.70
Con-Struct, Inc.....	\$1,138,964.00

The Engineers Opinion of Probable Construction Costs was \$1,020,328.40. The low bid was 1.4% below the Engineers Opinion of Probable Construction Costs.

You can expect contract documents from the Iowa DOT Contracts and Specifications Bureau in the near future which allows the County to either concur with and accept the bid results or reject the bids and re-let the project.

Snyder & Associates, Inc. recommends that Story County Conservation award the Heart of Iowa Nature Trail Paving –Huxley to South Skunk River Bridge project to Howrey Construction, Inc.

If you have any questions relating to the award of this project, please don't hesitate to call.

Sincerely,  
SNYDER & ASSOCIATES, INC.

Andy Burke, P.E.  
Project Manager

CC: Mike Cox, Director, Story County Conservation

# CONTRACT

**Letting Date:** Apr 21, 2020 10:00 A.M.

**Contract ID:** 85-C085-154

**Call Order No.:** 111

**County:** STORY

**Project Engineer:** SNYDER AND ASSOCIATES  
(ANKENY)

**Cost Center:** 849300

**Object Code:** 890

**DBE Commitment:** \$38,583.00

**Contract Work Type:** PCC SIDEWALK/TRAIL

This agreement made and entered by and between the Contracting Authority,  
BOARD OF SUPERVISORS OF STORY COUNTY  
and Contractor,

HOWREY CONSTRUCTION, INC.

Vendor ID: HO811

City: ROCKWELL  
CITY

State: IA

It is agreed that the notice and instructions to bidders, the proposal filed by the Contractor, the specifications, the plan, if any, for project(s) listed herein, together with Contractor's performance bond, are made a part hereof and together with this instrument constitute the contract. This contract contains all of the terms and conditions agreed upon by the parties hereto.

Contractor, for and in considerations of \$ 1,006,054.06 payable as set forth in the specifications constituting a part of this contract, agrees to construct various items of work and/or provide various materials or supplies in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders.

Contractor certifies by signature on this contract, under pain of penalties for false certification, that the Contractor has complied with Iowa Code Section 452A.17(8) as amended, if applicable, and Iowa Code Section 91C.5 (Public Registration Number), if applicable.

In consideration of the foregoing, Contracting authority hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set fourth, subject to the conditions as set forth in the specifications.

It is further understood and agreed that the above work shall also be commenced or completed in accordance with Contract Time of this Contract and assigned Notes.

To accomplish the purpose herein expressed, the Contracting authority and Contractor have signed this and one other identical instrument.

For Federal-Aid Contracts the Contractor certifies that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the contract.



04/23/2020 13:06:16

AASHTOWare Project™ Version 4.2.2 Revision 034

Page 1 of 4

**Contract Project(s)**

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**Contract ID:** 85-C085-154

**Call Order No.:** 111

**Letting Date:** Apr 21, 2020 10:00 A.M.

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**Project Number:** TAP-R-C085(154)-8T-85

**County:** STORY

**Project Work Type:** PCC SIDEWALK/TRAIL

**Accounting ID:** 36826

**Location:** Heart of Iowa Natural Trail - Huxley to South Skunk River Bridge Hard Surfacing and Trail Improvements

**Route:** HEART OF IOWA TRAIL

Federal Aid - Predetermined Wages are in Effect

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04/23/2020 13:06:16

AASHTOWare Project™ Version 4.2.2 Revision 034

Page 2 of 4

**Contract Time**

**Contract ID:** 85-C085-154

**Call Order No.:** 111

**Letting Date:** Apr 21, 2020 10:00 A.M.

Site ID	Site Details	Liquidated Damages
00	Late Start Date 06/22/2020 75 WORK DAYS	\$1,000.00

(\*) - Indicates Cost Plus Time Site. See Schedule of Items for Cost Per Unit



04/23/2020 13:06:16

AASHTOWare Project™ Version 4.2.2 Revision 034

Page 3 of 4

**Notes**

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**Contracts ID:** 85-C085-154

**Call Order No.:** 111

**Letting Date:** Apr 21, 2020 10:00 A.M.

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**Notes :**

There are no notes for this contract.



04/23/2020 13:06:16

AASHTOWare Project™ Version 4.2.2 Revision 034

Page 4 of 4

**Contract Addenda**

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**Contract ID:** 85-C085-154

**Call Order No.:** 111

**Letting Date:** Apr 21, 2020 10:00 A.M.

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No Addenda for this Contract.

**Contract Specifications List**

Page 1 of 2

**Contract ID:** 85-C085-154**Call Order No.:** 111**Letting Date:** April 21, 2020 10:00 A.M.

<b>Note</b>	<b>Description</b>
001.2015	*** STANDARD SPECIFICATIONS – SERIES 2015 *** The Iowa Department of Transportation STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, SERIES 2015, plus applicable General Supplemental Specifications, Developmental Specifications, Supplemental Specifications AND Special Provisions shall apply to construction work on this contract.
410.11	*** STORM WATER POLLUTION PREVENTION PLAN *** A Storm Water Pollution Prevention Plan has been developed by the Contracting Authority for one or more projects on this contract. See the project plans (or other contract document) for specific Storm Water Pollution Prevention Plan details.
500.01	*** WINTER WORK *** The free time allowed between November 15 and April 1 will not be permitted on this project. The Contractor shall work during the winter on all working days as defined in Article 1101.03 'Working Day'.
FHWA-1273.05	FHWA-1273: REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS
GS-15010	GENERAL SUPPLEMENTAL SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION

**Contract Specifications List**

Page 2 of 2

**Contract ID:** 85-C085-154

**Call Order No.:** 111

**Letting Date:** April 21, 2020 10:00 A.M.

IA20-81.0      **PREDETERMINED WAGE RATE - GENERAL DECISION NUMBER IA20200081 FOR HEAVY AND HIGHWAY CONSTRUCTION -- STATEWIDE (EXCEPT SCOTT COUNTY)**

Note: The Contractor shall review the contract documents and is responsible for identifying which zone(s), as defined in the Predetermined Wage Rate specification, apply to the work on the contract.

**\*\*\* Additional Requirement \*\*\***

The Prime Contractor shall submit certified payrolls for itself and each approved Subcontractor weekly to the Project Engineer. The Contractor may use the Iowa D.O.T. Certified Payroll form or other approved form. The Contractor shall list the craft for each employee covered by the Predetermined Wage Rates. The Prime Contractor shall sign each of the Subcontractor's payrolls to acknowledge the submittal of the Certified Payroll.



**Contract Schedule**

**Contract ID:** 85-C085-154

**Awarded Vendor:** HO811

HOWREY CONSTRUCTION, INC.

**SECTION 0001**

**PCC TRAIL ITEMS**

**\$1,006,054.06**

**Alt Set ID:**

**Alt Mbr ID:**

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	2101-0850001 CLEARING AND GRUBBING	2.000 ACRE	4,100.00		8,200.00	
0020	2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORROW	2,718.900 CY	10.25		27,868.73	
0030	2102-2710090 EXCAVATION, CLASS 10, WASTE	934.500 CY	15.50		14,484.75	
0040	2102-2713090 EXCAVATION, CLASS 13, WASTE	118.500 CY	18.25		2,162.63	
0050	2110-8200000 CONSTRUCTION OF SOIL AGGREGATE SUBBASE	3.200 MILE	11,450.00		36,640.00	
0060	2123-7450020 SHOULDER FINISHING, EARTH	167.940 STA	237.50		39,885.75	
0070	2301-1032080 STANDARD OR SLIP FORM PORTLAND CEMENT CONCRETE PAVEMENT, CLASS C, CLASS 2 DURABILITY, 8 IN.	533.300 SY	80.00		42,664.00	
0080	2502-8212036 SUBDRAIN, LONGITUDINAL, (SHOULDER) 6 IN. DIA.	5,100.200 LF	11.50		58,652.30	
0090	2502-8221306 SUBDRAIN OUTLET, DR-306	4.000 EACH	350.00		1,400.00	
0100	2507-3250005 ENGINEERING FABRIC	44.000 SY	5.00		220.00	
0110	2507-8029000 EROSION STONE	20.000 TON	65.00		1,300.00	
0120	2511-0300000 REMOVAL OF RECREATIONAL TRAIL	1,513.300 SY	12.00		18,159.60	



**Contract Schedule**

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HOWREY CONSTRUCTION, INC.

**SECTION** 0001

**PCC TRAIL ITEMS**

**\$1,006,054.06**

**Alt Set ID:**

**Alt Mbr ID:**

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0130	2511-0302600 RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 6 IN.	18,535.200 SY	31.50		583,858.80	
0140	2511-0302800 RECREATIONAL TRAIL, PORTLAND CEMENT CONCRETE, 8 IN.	56.700 SY	80.00		4,536.00	
0150	2511-7528101 DETECTABLE WARNINGS	200.000 SF	49.00		9,800.00	
0160	2518-6910000 SAFETY CLOSURE	10.000 EACH	300.00		3,000.00	
0170	2519-3280000 FENCE, FIELD	627.000 LF	6.50		4,075.50	
0180	2519-3300400 FIELD FENCE BRACE PANELS	12.000 EACH	275.00		3,300.00	
0190	2519-4200140 REMOVAL OF FENCE, FIELD	627.000 LF	2.00		1,254.00	
0200	2524-6765010 REMOVE AND REINSTALL SIGN AS PER PLAN	15.000 EACH	275.00		4,125.00	
0210	2526-8285000 CONSTRUCTION SURVEY	LUMP SUM			10,000.00	
0220	2527-9263109 PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	1.920 STA	900.00		1,728.00	
0230	2528-8445110 TRAFFIC CONTROL	LUMP SUM			18,000.00	
0240	2533-4980005 MOBILIZATION	LUMP SUM			40,000.00	



**Contract Schedule**

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HOWREY CONSTRUCTION, INC.

**SECTION 0001**

**PCC TRAIL ITEMS**

**\$1,006,054.06**

**Alt Set ID:**

**Alt Mbr ID:**

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0250	2599-9999005 (‘EACH’ ITEM) 6 INCH SUBDRAIN CLEANOUT	13.000 EACH	150.00		1,950.00	
0260	2599-9999005 (‘EACH’ ITEM) PERFORATED STANDPIPE	2.000 EACH	275.00		550.00	
0270	2599-9999010 (‘LUMP SUM’ ITEM) SIGNING	LUMP SUM			12,000.00	
0280	2601-2634105 MULCHING, BONDED FIBER MATRIX	11.800 ACRE	2,530.00		29,854.00	
0290	2601-2636043 SEEDING AND FERTILIZING (RURAL)	5.900 ACRE	850.00		5,015.00	
0300	2601-2642100 STABILIZING CROP - SEEDING AND FERTILIZING	5.900 ACRE	450.00		2,655.00	
0310	2602-0000309 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 9 IN. DIA.	4,490.000 LF	3.00		13,470.00	
0320	2602-0000350 REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	4,490.000 LF	0.50		2,245.00	
0330	2602-0010010 MOBILIZATIONS, EROSION CONTROL	4.000 EACH	500.00		2,000.00	
0340	2602-0010020 MOBILIZATIONS, EMERGENCY EROSION CONTROL	1.000 EACH	1,000.00		1,000.00	
<b>Total Bid:</b>						<b>\$1,006,054.06</b>

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety; Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

**ATTACHMENTS**

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

**II. NONDISCRIMINATION**

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

#### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

#### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

##### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal 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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

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## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

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

(2) 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 a 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;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) 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.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. 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 prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal 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 debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal 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 exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. 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 participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. 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 Federal 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.

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 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. 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 31 U.S.C. 1352. 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.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

PREDETERMINED WAGE RATE

IA20 - 81.0

General Decision Number: IA20200081 01/03/2020

Superseded General Decision Number: IA20190081

State: Iowa

Construction Types: Heavy and Highway

Counties: Iowa Statewide.

STATEWIDE EXCEPT SCOTT COUNTY HEAVY CONSTRUCTION PROJECTS (Does not include work on or pertaining to the Mississippi or Missouri Rivers or on Water and Sewage Treatment Plants), AND HIGHWAY PROJECTS (does not include building structures in rest areas)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number 0 Publication Date 01/03/2020

SUIA2019-001 10/18/2017

CARPENTER AND PILEDRIVERMEN:	Rates	Fringes
ZONE 1	27.92	13.28
ZONE 2	26.03	13.38
ZONE 3	26.03	13.38
ZONE 4	25.55	10.80
ZONE 5 **	24.45	9.20
CONCRETE FINISHER:		
ZONE 1	27.50	7.10
ZONE 2	27.50	7.10
ZONE 3	27.50	7.10
ZONE 4	24.85	6.10
ZONE 5	23.80	6.10

**PREDETERMINED WAGE RATE**

**IA20 - 81.0**

**ELECTRICIAN (STREET AND HIGHWAY LIGHTING  
AND TRAFFIC SIGNALS)**

ZONE 1, 2, AND 3	24.45	6.50
ZONE 4	23.15	6.50
ZONE 5	21.00	6.50

**IRONWORKER: (SETTING OF STRUCTURAL STEEL)**

ZONE 1	30.50	10.70
ZONE 2	28.41	10.70
ZONE 3	28.41	11.00
ZONE 4	26.35	9.50
ZONE 5 **	24.50	9.05

**LABORER:**

ZONE 1, 2, AND 3		
GROUP AA	25.53	9.18
GROUP A	23.15	9.18
GROUP B	21.30	9.18
GROUP C	18.22	9.18
ZONE 4		
GROUP A	20.82	8.63
GROUP B	19.50	8.63
GROUP C	16.62	8.63
ZONE 5		
GROUP A	21.32	7.18
GROUP B	18.82	7.18
GROUP C	17.97	7.18

**POWER EQUIPMENT OPERATOR:**

ZONE 1		
GROUP A	31.75	14.55
GROUP B	30.20	14.55
GROUP C	27.70	14.55
GROUP D	27.70	14.55
ZONE 2		
GROUP A	31.05	14.55
GROUP B	29.45	14.55
GROUP C	26.90	14.55
GROUP D	26.90	14.55
ZONE 3		
GROUP A	29.05	23.30
GROUP B	27.25	23.30
GROUP C	26.25	23.30
GROUP D	26.25	23.30
ZONE 4		
GROUP A	30.55	11.65
GROUP B	29.41	11.65
GROUP C	27.33	11.65
GROUP D	27.33	11.65

**PREDETERMINED WAGE RATE**

**IA20 - 81.0**

**ZONE 5**

GROUP A	27.37	9.60
GROUP B	26.33	9.60
GROUP C	24.60	9.60
GROUP D	23.60	9.60

**TRUCK DRIVER (AND PAVEMENT MARKING DRIVER/SWITCHPERSON)**

ZONE 1	23.85	10.85
ZONE 2	23.85	10.85
ZONE 3	23.85	10.85
ZONE 4	23.85	6.65
ZONE 5	21.90	6.65

**ZONE DEFINITIONS**

- ZONE 1 The Counties of Polk, Warren and Dallas for all Crafts, and Linn County Carpenters only.
- ZONE 2 The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters.
- ZONE 3 The Cities of Burlington, Clinton, Fort Madison, Keokuk, and Muscatine (and abutting municipalities of any such cities).
- ZONE 4 Story, Black Hawk, Cedar, Jasper, Jones, Jackson, Louisa, Madison, and Marion Counties; Clinton County (except the City of Clinton), Johnson County, Muscatine County (except the City of Muscatine), the City of Council Bluffs, Lee County and Des Moines County.
- ZONE 5 All areas of the state not listed above.

**LABORER CLASSIFICATIONS - ALL ZONES**

GROUP AA – {Skilled pipelayer (sewer, water and conduits) and tunnel laborers; Asbestos abatement worker} (Zones 1, 2, and 3).

GROUP A – Carpenter tender on bridges and box culverts; curb machine (without a seat); deck hand; diamond & core drills; drill operator on air tracs, wagon drills and similar drills; form setter/stringman on paving work; gunnite nozzleman; joint sealer kettleman; laser operator; powderman tender; powderman/blaster; saw operator; sign erector\*; {pipelayer (sewer, water, and conduits); tunnel laborer; Asbestos abatement worker} (Zones 4 and 5).

GROUP B - Air, gas, electric tool operator; barco hammer; carpenter tender; caulker; chain sawman; compressor (under 400 cfm); concrete finisher tender; concrete processing materials and monitors; cutting torch on demolition; drill tender; dumpmen; electric drills; fence erectors; form line expansion joint assembler; form tamper; general laborer; grade checker; handling and placing metal mesh, dowel bars, reinforcing bars and chairs; hot asphalt laborer; installing temporary traffic control devices; jackhammerman; mechanical grouter; painter (all except strippers); paving breaker; planting trees, shrubs and flowers; power broom (not self-propelled); power buggyman; rakers; rodman (tying reinforcing steel); sandblaster; seeding and mulching;

**PREDETERMINED WAGE RATE**

**IA20 - 81.0**

sewer utility topman/bottom man; spaders; stressor or stretcherman on pre or post tensioned concrete; stringman on re/surfacing/no grade control; swinging stage, tagline, or block and tackle; tampers; timberman; tool room men and checkers; tree climber; tree groundman; underpinning and shoring caissons over twelve feet deep; vibrators; walk behind trencher; walk behind paint strippers; walk behind vibrating compactor; water pumps (under three inch); work from bosun chair.

GROUP C - Scale weigh person; traffic control/flagger, surveillance or monitor; water carrier.

**POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES**

GROUP A - All terrain (off road) forklift, Asphalt breakdown roller (vibratory); Asphalt laydown machine; asphalt plant; Asphalt screed; bulldozer (finish); central mix plant; concrete pump; crane; crawler tractor pulling scraper; directional drill (60,000 (lbs) pullback and above); dragline and power shovel; dredge engineer; excavator (over ½ cu. yd.); front end loader (4 cy and over); horizontal boring machine; master mechanic; milling machine (over 350 hp); motor grader (finish); push cat; rubber tired backhoe (over ½ cu. yd.); scraper (12 cu. yd. and over or finish); Self-propelled rotary mixer/road reclaimer; sidebroom tractor; slipform portland concrete paver; tow or push boat; trenching machine (Cleveland 80 or similar).

GROUP B - Articulated off road hauler, asphalt heater/planer; asphalt material transfer vehicle; Asphalt roller; belt loader or similar loader; bulldozer (rough); churn or rotary drill; concrete curb machine; crawler tractor pulling ripper, disk or roller; deck hand/oiler; directional drill (less than 60,000 (lbs) pullback); distributor; excavator (1/2 cu. yd. and under); form riding concrete paver; front end loader (2 to less than 4 cu. yd.); group equipment greaser; mechanic; milling machine (350 hp. and less); paving breaker; portland concrete dry batch plant; rubber tired backhoe (1/2 cu. yd. and under); scraper (under 12 cy); screening, washing and crushing plant (mobile, portable or stationary); shoulder machine; skid loader (1 cu. yd. and over); subgrader or trimmer; trenching machine; water wagon on compaction.

GROUP C - Boom & winch truck; concrete spreader/belt placer; deep wells for dewatering; farm type tractor (over 75 hp.) pulling disc or roller; forklift; front end loader (under 2 cu. yd.); motor grader (rough); pile hammer power unit; pump (greater than three inch diameter); pumps on well points; safety boat; self-propelled roller (other than asphalt); self-propelled sand blaster or shot blaster, water blaster or striping grinder/remover; skid loader (under 1 cu. yd.); truck mounted post driver.

GROUP D - Boiler; compressor; cure and texture machine; dow box; farm type or utility tractor (under 75 hp.) pulling disk, roller or other attachments; group greaser tender; light plants; mechanic tender; mechanical broom; mechanical heaters; oiler; pumps (under three inch diameter); tree chipping machine; truck crane driver/oiler.

**\*\* CARPENTERS AND PILEDRIVERMEN, or IRONWORKERS (ZONE 5)**

Setting of structural steel; any welding incidental to bridge or culvert construction; setting concrete beams.

**\* ADDED CRAFT - SIGN ERECTOR**

WELDERS: Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in

the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. Example: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
  - \* a survey underlying a wage determination
  - \* a Wage and Hour Division letter setting forth a position on a wage determination matter
  - \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
 Wage and Hour Division  
 U. S. Department of Labor  
 200 Constitution Avenue, N. W.  
 Washington, D. C. 20210

- 2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
 U.S. Department of Labor  
 200 Constitution Avenue, N. W.  
 Washington, D. C. 20210

**PREDETERMINED WAGE RATE**

**IA20 - 81.0**

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

- 3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U. S. Department of Labor  
200 Constitution Avenue, N. W.  
Washington, D. C. 20210

- 4.) All decisions by the Administrative Review Board are final.

**END OF GENERAL DECISION**

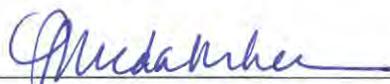


Memorandum

To: Story County Board of Supervisors  
Through: Michael D. Cox, Director  
From: Patrick Shehan, Special Projects Ranger  
Date: May 12, 2020  
Re: Consideration of Contract with Snyder & Associates for Construction Services in for Phase 2 of the Heart of Iowa Nature Trail Paving between Huxley and the South Skunk River Bridge.

The attached contract with Snyder & Associates secures their Construction Services to administer the paving of the Heart of Iowa Nature Trail between Huxley and the South Skunk River Bridge. The scope of these services includes construction administration, part-time construction observation, and estimated outside material testing services. This contract is hourly in accordance with the original agreement fee schedule, or attached, with not to exceed \$54,390. The funding for these services are budgeted in the Energy Transfer Fund.

Story County Conservation Board recommends your approval.

  
Approval

5-12-2020  
Date

Disapproval

Date

**SUPPLEMENTAL AGREEMENT FOR ADDITIONAL SERVICES**

**To: Snyder & Associates, Inc.**  
2727 SW Snyder Boulevard  
Ankeny, Iowa 50023

**Attn: Andy Burke**  
Phone: 515.964.2020  
Fax: 515.964.7938

This is authorization for Snyder & Associates, Inc. to proceed with the following described additional services.

<b>Client:</b> Story County Conservation	
<b>Project Name:</b> Heart of Iowa Nature Trail, Phase 2 - Huxley to South Skunk River	
<b>S&amp;A Project Number:</b> 119.0985	<b>Original Agreement Date:</b> 11/18/2019

**DESCRIPTION OF ADDITIONAL SERVICES:**

Provide construction engineering services for the above noted project. Refer to Exhibit A for further detail.

- Lump Sum in the amount of: \$
- Hourly in accordance with the original agreement fee schedule, or attached, with not to exceed budget of: \$ 54,390.00
- Document attached: Exhibit A

The undersigned, on behalf of the Client, understands and agrees that the services described in this Supplemental are additional service, scope of which is not contained within the original scope of services defined in the original agreement. The Additional Services in this Supplemental are subject to the general conditions contained in the original Professional Services Agreement.

Linda Murken (Client) SNYDER & ASSOCIATES, INC. (Professional)  
(Type or Print Name above line)

By: Mudabher, Chait  
(Authorized signature and Title) BOS

By: \_\_\_\_\_  
(Authorized signature and Title)

Date: 5-12-2020

Date: \_\_\_\_\_

## EXHIBIT A - SCOPE OF SERVICES

CLIENT: STORY COUNTY CONSERVATION

PROFESSIONAL: SNYDER & ASSOCIATES, INC.  
2727 SW SNYDER BLVD  
ANKENY, IOWA 50023

PROJECT: HEART OF IOWA NATURE TRAIL PAVING, PHASE 2 – HUXLEY  
TO SOUTH SKUNK RIVER

DATE: 03/27/2020

### GENERAL:

To provide Construction phase administration and observation services for said PROJECT.

### SCOPE OF SERVICES:

1. Construction Administration: Upon award of the construction contract, the PROFESSIONAL will perform the following administrative services during the construction of the project.
  - a. Preconstruction Meeting – The PROFESSIONAL will arrange and conduct a preconstruction meeting with the awarded Contractor, the CLIENT, Iowa DOT, and utility companies to review project requirements and construction schedule. The PROFESSIONAL will prepare minutes of the conference and forward to attendees.
  - b. The PROFESSIONAL will make available the Engineer of Record or direct supervised design engineer an estimated three (3) times for periodic site visits should the need arise during the construction of the project.
  - c. The PROFESSIONAL will answer design interpretation questions from the CLIENT, Contractor, or other review agencies.
  - c. Submittals Review – The PROFESSIONAL will review shop drawings, catalog cuts, test reports, and materials certifications to ensure compliance with project specifications. The PROFESSIONAL will coordinate with the CLIENT on reviews prior to final submittal to the Contractor.
  - d. Pay Applications – The PROFESSIONAL will prepare pay applications based on the Contractor request for progress of work. The PROFESSIONAL will use a form that is agreeable with the CLIENT.
  - e. Change Orders – The PROFESSIONAL will administer change orders and negotiate for approval by the CLIENT and Iowa DOT. Once change orders are anticipated, they will promptly be forwarded to the CLIENT for review, consideration, and comment. The PROFESSIONAL will send a draft change order using Iowa DOT standard forms to Iowa DOT staff for review and approval prior to final execution with the Contractor.
  - f. Substantial Completion – The PROFESSIONAL will determine when the project is substantially complete based on project progress and specifications. Then recommend final payment to the Contractor by the CLIENT.
  - g. Final Walk-Through – The PROFESSIONAL will conduct a final walk-through of completed improvements with the CLIENT and Contractor and will prepare a punch list of items to be completed by the Contractor prior to final acceptance.

- h. Project close-out – The PROFESSIONAL will complete all applicable documentation as required by Iowa DOT and coordinate a final project audit with Iowa DOT staff.
2. Construction Observation: The PROFESSIONAL will oversee construction observation duties for the duration of the construction phase. It is anticipated that the Contractor is to work on week days. It is understood that 75 Working Days are allocated for this project. The PROFESSIONAL will give guidance to the project during construction, including the following;
- a. Part-time observation of the work for general compliance with the plans and specifications. It is anticipated that observation staff will make approximately 50 field visits and provide partial day observation during these field visits for this project. PROFESSIONAL will perform full-time observation services during trail paving operations. It is understood that CLIENT will provide field observation support on days where PROFESSIONAL is not onsite. CLIENT to provide PROFESSIONAL with a written observation report on the work being performed during the visit.
  - b. Preparation of diary and logs of the Contractor’s activities throughout construction, including notation of extra work or changes ordered during construction. PROFESSIONAL will utilize standard Iowa DOT forms for tabulating and tracking work progress and quantities.
  - c. Coordinate acceptance testing and monitoring according to the specifications. Costs associated with material acceptance testing, gradation testing, and other related testing will be performed by outside testing agencies and passed through as an expense with an estimated maximum. If costs for these services reach 80% of the estimated maximum the PROFESSIONAL will contact the CLIENT to assess the remaining work. If required, release of contingency may be needed to compensate for additional costs.
  - d. Resident Engineer services provide the CLIENT with representation at the project site, however, they do not guarantee the Contractor’s performance. Nor do they include responsibility for construction means, controls, methods, techniques, sequences, procedures, or safety used in the construction work.
  - e. The PROFESSIONAL’s field observation staff will be present during a final walk-through of completed improvements with the CLIENT and Contractor and will assist in preparation of a punch list of items to be completed by the Contractor prior to final acceptance.
  - e. The PROFESSIONAL will be responsible for an observer to provide part-time observation of construction activities by the Contractor. This includes basic daily log reports, identification of installed materials, observation of installation practices and procedures, general overview of traffic control required for construction activities, and issuance of non-compliance, if required.

**PROJECT FEE AND SCHEDULE:**

PROFESSIONAL will complete the above services at an hourly rate with estimate maximum plus direct expenses as indicated below. Hourly rate services will be based on the attached standard fee schedule.

<i>Task</i>	<i>Description</i>	<i>Estimated Fee</i>
1	Construction Administration	\$19,900 (hourly) + \$190 (expenses) = \$20,090
2	Construction Observation	\$29,900 (hourly) + \$1,200 (expenses) = \$31,100
3	Outside Material Testing	\$3,000 (estimated and passed through on invoicing)
	<b>Total Estimated Maximum Budget</b>	<b>\$54,390</b>

The PROFESSIONAL will notify the CLIENT when the actual fees are at 80% of the estimated fees for the three identified tasks above and assess the work remaining. The PROFESSIONAL shall not exceed the established estimated fees for the three identified tasks above without written authorization from the CLIENT.

The PROFESSIONAL will begin work upon notice to proceed and complete the scope identified herein based on mutually agreed upon schedule with the CLIENT and Contractors start of construction.

ADDITIONAL SERVICES:

If CLIENT should request additional services related to the above-listed services or if the extent of modifications vary significantly from those listed above, the PROFESSIONAL will complete additional services on an hourly rate plus direct expenses basis upon a notice to proceed by CLIENT.

RESPONSIBILITIES OR INFORMATION TO BE PROVIDED BY CLIENT:

1. Review of pay applications, change orders, submittals, request for information (RFI), and other documentation and correspondence in a timely manner.
2. Availability for site visits during construction if requested by PROFESSIONAL.

**SNYDER & ASSOCIATES, INC.**  
**2020-21**  
**STANDARD FEE SCHEDULE**

Billing Classification/Level	Billing Rate	
<b>Professional</b>		
<i>Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer</i>		
Principal II	\$214.00	/hour
Principal I	\$203.00	/hour
Senior	\$182.00	/hour
VIII	\$169.00	/hour
VII	\$160.00	/hour
VI	\$152.00	/hour
V	\$142.00	/hour
IV	\$132.00	/hour
III	\$120.00	/hour
II	\$109.00	/hour
I	\$96.00	/hour
<b>Technical</b>		
<i>CADD, Survey, Construction Observation</i>		
Lead	\$129.00	/hour
Senior	\$123.00	/hour
VIII	\$115.00	/hour
VII	\$106.00	/hour
VI	\$95.00	/hour
V	\$85.00	/hour
IV	\$78.00	/hour
III	\$66.00	/hour
II	\$58.00	/hour
I	\$50.00	/hour
<b>Administrative</b>		
II	\$66.00	/hour
I	\$54.00	/hour
<b>Reimbursables</b>		
Mileage	<i>current IRS standard rate</i>	
Outside Services	<i>As Invoiced</i>	



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

Memorandum

To: Story County Board of Supervisors  
From: Michael D. Cox, Director  
Date: May 12, 2020  
Re: Consideration of Professional Services Agreement with Wapsi Valley Archeology for Completion of a Phase 1 Cultural Study of Property to be Acquired by Story County for \$31,469.76.

The attached agreement secures the services of Wapsi Valley Archeology to conduct a Phase 1 Cultural Resource Study of property owned by the U.S. Corps of Engineers (Corps) and to be acquired by Story County. Wapsi Valley began this work under contract with the Corps and was not able to complete due to lack of funding. This agreement will allow Wapsi Valley to complete the work. The funding has been approved by the Conservation Board and the Board of Supervisors. Funding will come from the Energy Transfer Fund.

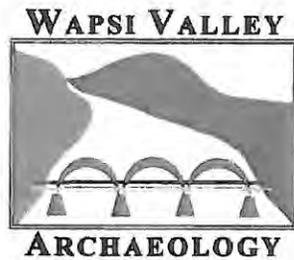
Story County Conservation Board recommends your approval.

  
Approval

5-12-2020  
Date

Disapproval

Date



**CONTRACT BETWEEN WAPSI VALLEY ARCHAEOLOGY, INC.  
AND STORY COUNTY, IOWA**

A CONTRACT FOR CONSULTANT SERVICES TO PERFORM archaeological investigations, Ames Dam and Reservoir property, Story County, Iowa.

The agreement by and between Story County, Iowa, hereinafter referred to as the CLIENT, and Wapsi Valley Archaeology, Inc. of Anamosa, Iowa, hereinafter referred to as the CONSULTANT; witnesseth:

The CLIENT and the CONSULTANT, for the consideration and other conditions below, agree as follows:

1. The CONSULTANT agrees to assist the CLIENT in the performance of a Phase I intensive archaeological survey.
  - a. The project area consists of approximately 195 acres of land owned by the U.S. Army Corps of Engineers, Rock Island District (Corps), located in the South Skunk River valley between Story City to the north and Ames to the south. The project area has previously been defined by the Corps (see Attachment 1).
  - b. The CONSULTANT will complete a Phase I intensive archaeological survey for the project. The Consultant will complete background research and fieldwork, including subsurface testing in the project area. In concert with the archaeological research, the CONSULTANT will complete a geomorphological assessment of the project area.
  - c. The CONSULTANT will be responsible for preparation of a report summarizing results of the archaeological research. The report will present the findings, conclusions, recommendations, maps, and photographs. In addition, archaeological site forms will be completed and appended to the report. Three hard copies of a draft report and four hard copies and an electronic copy of the final report will be submitted to the CLIENT upon completion of the project.
2. Prior to fieldwork, the CONSULTANT will apply for an ARPA permit from the Corps allowing access to the property.

3. The CLIENT will pay the CONSULTANT an amount of \$31,469.76 for completion of the archaeological survey. This figure includes expenses for Phase I fieldwork, artifact analysis, and report completion. Payment is due 30 days after invoice submittal. After 30 days, there will be a finance charge of 1.5% per month, or 18% per year.
4. The terms of this agreement shall begin upon the execution of this contract by the representative of the CLIENT and shall terminate upon submission of the final report to the CLIENT and the CONSULTANT's receipt of payment in full.
6. Either party may terminate the agreement by giving a 30-day notice by certified mail to the other party. In that event, copies of notes and written documents, and other materials pertinent to completion of the project will be turned over to the CLIENT or their representatives. Equitable adjustment shall be made for all work and expenses completed prior to termination. The adjustment shall be based on the number of hours worked plus direct and indirect costs as certified by the CONSULTANT and a fixed fee of 12% of direct and indirect costs. Direct costs will include costs of labor, per diem, mileage, and supplies purchased specifically for this project. Indirect costs will include labor overhead and general overhead costs, including but not limited to the costs of payroll taxes, employee benefits, insurance, rent, office/field equipment, and general business supplies/expenses.
7. Neither party's obligations or duties under this contract shall be assigned without permission of the other party.
8. The CLIENT shall indemnify and hold the CONSULTANT and its respective affiliates, officers, directors, employees and agents harmless, from and against any claims, lawsuits, proceedings, liabilities, damages, expenses (including reasonable attorney's fees) and/or costs arising out of or related to the negligence of work by other parties involved in portions of this project that are not related to the cultural resource services provided.
9. Any disputes that arise during or following the completion of services will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction. Each party shall endeavor to include a similar dispute resolution in all agreements with other consultants, subconsultants, sub sub-consultants, contractors and subcontractors of any tier who are retained for the project so that formal mediation is the primary form of dispute resolution. Each party shall bear their own legal costs and expenses. Mediation costs shall be shared equally by all of the parties to the mediation.
10. If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

11. The Consultant and the Subconsultant agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

IN WITNESS, WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
CONSULTANT's Signature

Linda Murken  
CLIENT Representative's Signature

Date: \_\_\_\_\_

Date: 5-12-2020

Print Name: Nurit G. Finn

Print Name: Linda Murken

Title: President

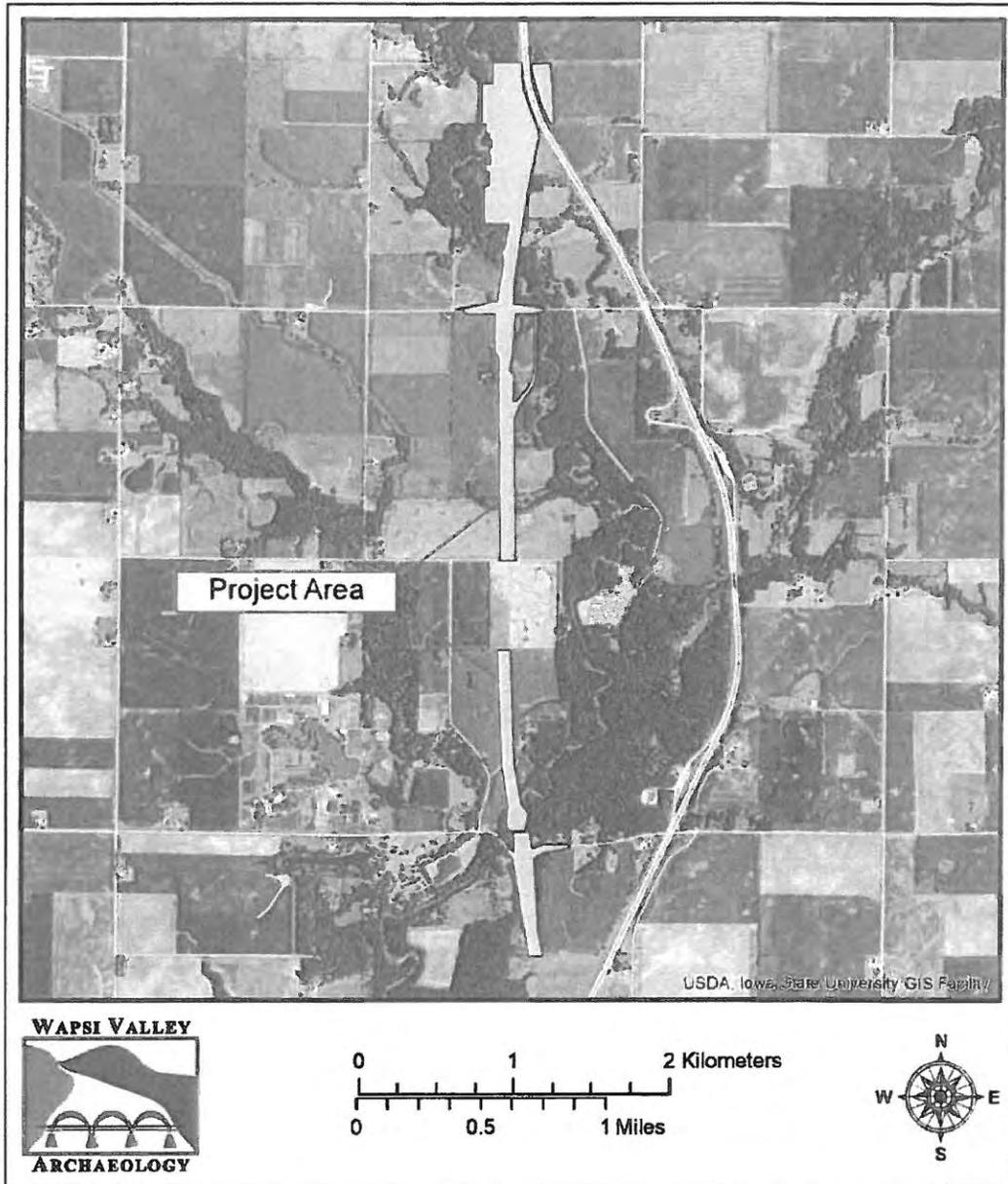
Title: Chair, Bd. of Sups.

Company: Wapsi Valley Archaeology, Inc.

Company: Story County

*The above person is authorized to sign for CLIENT and bind the CLIENT to the terms hereof.*

Attachment 1. Project Area.



## STORY COUNTY UTILITY PERMIT

Date 5-7-20

To the Board of Supervisors, Story County, Iowa:

The Iowa Regional Utilities Association Company, incorporated under the laws of Iowa authorize to do business within the State of Iowa, with its principal place of business at 1357 Iowa Speedway Drive, Newton, Iowa 50208, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Potable Water on secondary route Country Club Road/South 11th St., from Timber Ridge Road to South Glen LLC Development distance of 3570 feet. 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: Directional boring, trenching and excavating on the East side of Country Club Road/South 11th Street installing an 8" PVC water main a minimum of 5 feet deep & crossing under Country Club Road/S 11th St from East ROW line to West ROW line in Sections 17,18 & 20, Nevada Twp. See attached Plan Sheet.
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

9. Noncompliance with any of the terms of permit, or agreement, may be considered cause for shut down of utility construction operations, or revocation of the permit.

10. The following special requirements, if applicable, shall apply to this permit:

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed on top of the road shoulder so as to be within approximately two-feet of the pavement edge.

Whenever the route of the proposed cable line runs along a dirt or gravel surfaced highway, the location of said cable shall be constructed on top of the road surface and as near possible to the shoulder line

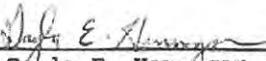
Whenever a cross road culvert or bridge is encountered along the route of the proposed cable lines, said cable shall be constructed around the ends of said cross road culvert or bridge even though this looping is not designated on the situation plans attached hereto.

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

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

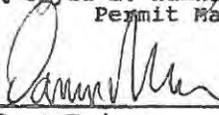
Date 5-7-2020

Iowa Regional Utilities Association  
Name of Company (Applicant - Permittee)

  
by Gayla E. Hannagan, Phone no. 641-792-7011  
Permit Manager

Recommended for Approval:

Date 5-7-20

  
County Engineer Phone no. 515-382-7355

Approved:

Date 5/12/2020

  
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.





Main Office  
1351 Iowa Speedway Dr.  
Newton, IA 50208  
Ph: 800-400-6066  
Fax: 641-792-6982

[www.irua.net](http://www.irua.net)



Branch Office  
205 C Avenue  
Grundy Center, IA 50638  
Ph: 319-824-5920  
Fax: 319-824-6045

*We Flow That Extra Mile!*

May 7, 2020

Darren Moon  
Story County Engineer  
837 N Avenue  
Nevada, Iowa 50201

RE: Permit Request – One (1) County Road Crossing AND ROW Occupancy

Mr. Moon:

Please find enclosed a Story County permit application for an 8" water main installation under Country Club Road/South 11<sup>th</sup> Street and ROW Occupancy on the East side of Country Club Road/South 11<sup>th</sup> Street, in Nevada Township, in Sections 17, 18 & 20, T83N, R22 W, in Story County, to provide water service to South Glen LLC Development in Nevada, Iowa.

Enclosed is the permit application and a map of this location.

If you require further information concerning this permit application, please do not hesitate to contact me.

Thank you.

Sincerely,  
IOWA REGIONAL UTILITIES ASSOCIATION

Gayla E. Hannagan  
Permit Manager

Enc.  
GEH/dm

## STORY COUNTY UTILITY PERMIT

Date 6 May 2020

To the Board of Supervisors, Story County, Iowa:

The Metrofibernet LLC. Company, incorporated under the laws of Iowa, authorize to do business within the State of Iowa, with its principal place of business at Evansville, In. 47715, 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 optic on secondary route 220th St, from starting east of I-35 off ramp to S 14, a distance of 5.95 miles. back edge of ROW field side.

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

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

9. Noncompliance with any of the terms of permit, or agreement, may be considered cause for shut down of utility construction operations, or revocation of the permit.

10. The following special requirements, if applicable, shall apply to this permit:

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed on top of the road shoulder so as to be within approximately two-feet of the pavement edge.

Whenever the route of the proposed cable line runs along a dirt or gravel surfaced highway, the location of said cable shall be constructed on top of the road surface and as near possible to the shoulder line

Whenever a cross road culvert or bridge is encountered along the route of the proposed cable lines, said cable shall be constructed around the ends of said cross road culvert or bridge even though this looping is not designated on the situation plans attached hereto.

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

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

Date 6 May 2020

Metrofibernet LLC  
Name of Company (Applicant - Permittee)

by John Storey 615-598-7037  
Phone no.

Recommended for Approval:

Date 5-7-20

Jamie Hill 515-382-7355  
County Engineer Phone no.

Approved:

Date 5-12-2020

Purdumbee  
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.







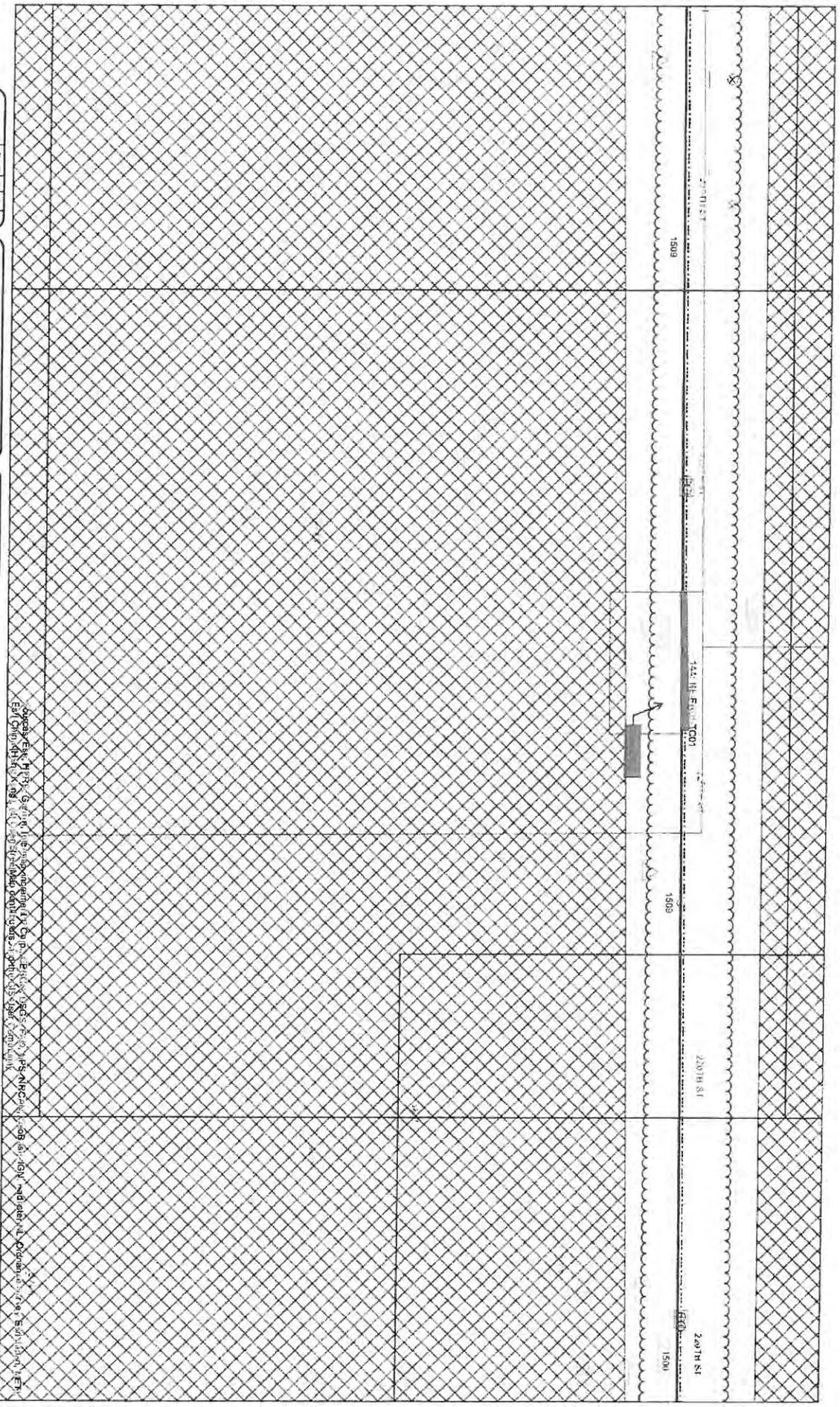
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 PROJECT: Nevada Expansion  
 LOCATION: Nevada, IA

NO.	DATE	DESCRIPTION

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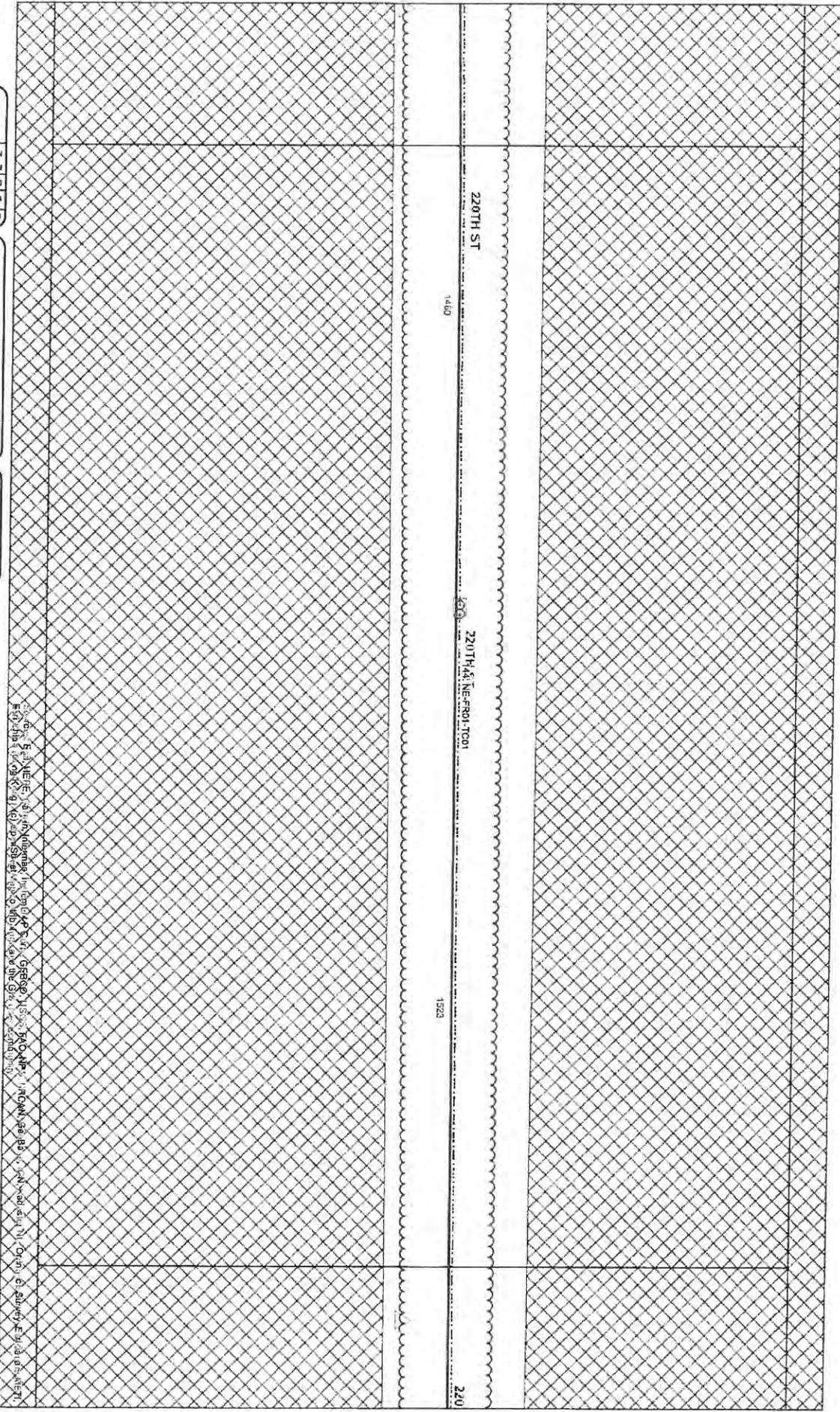
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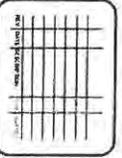






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 LOCATION: Nevada, IA



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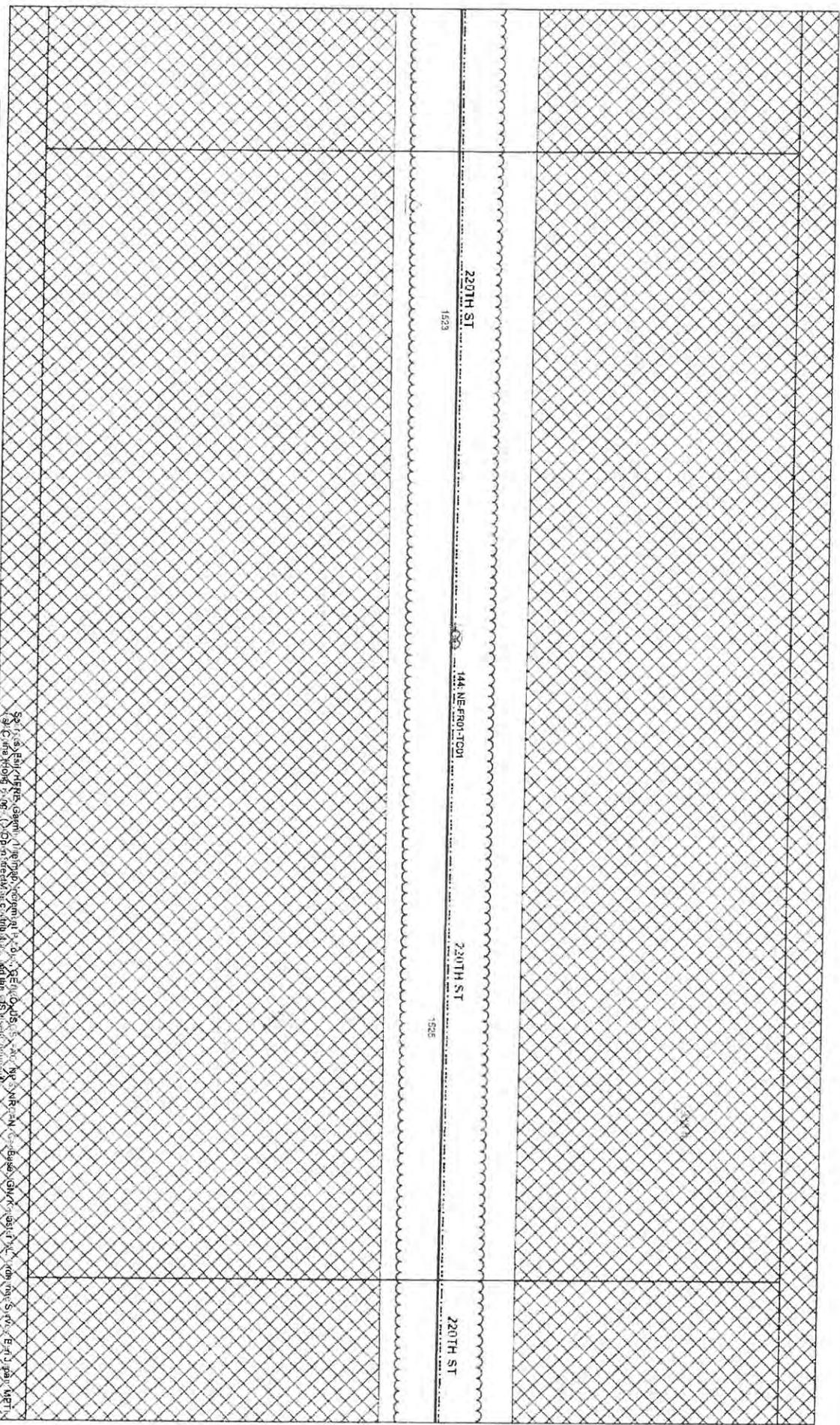
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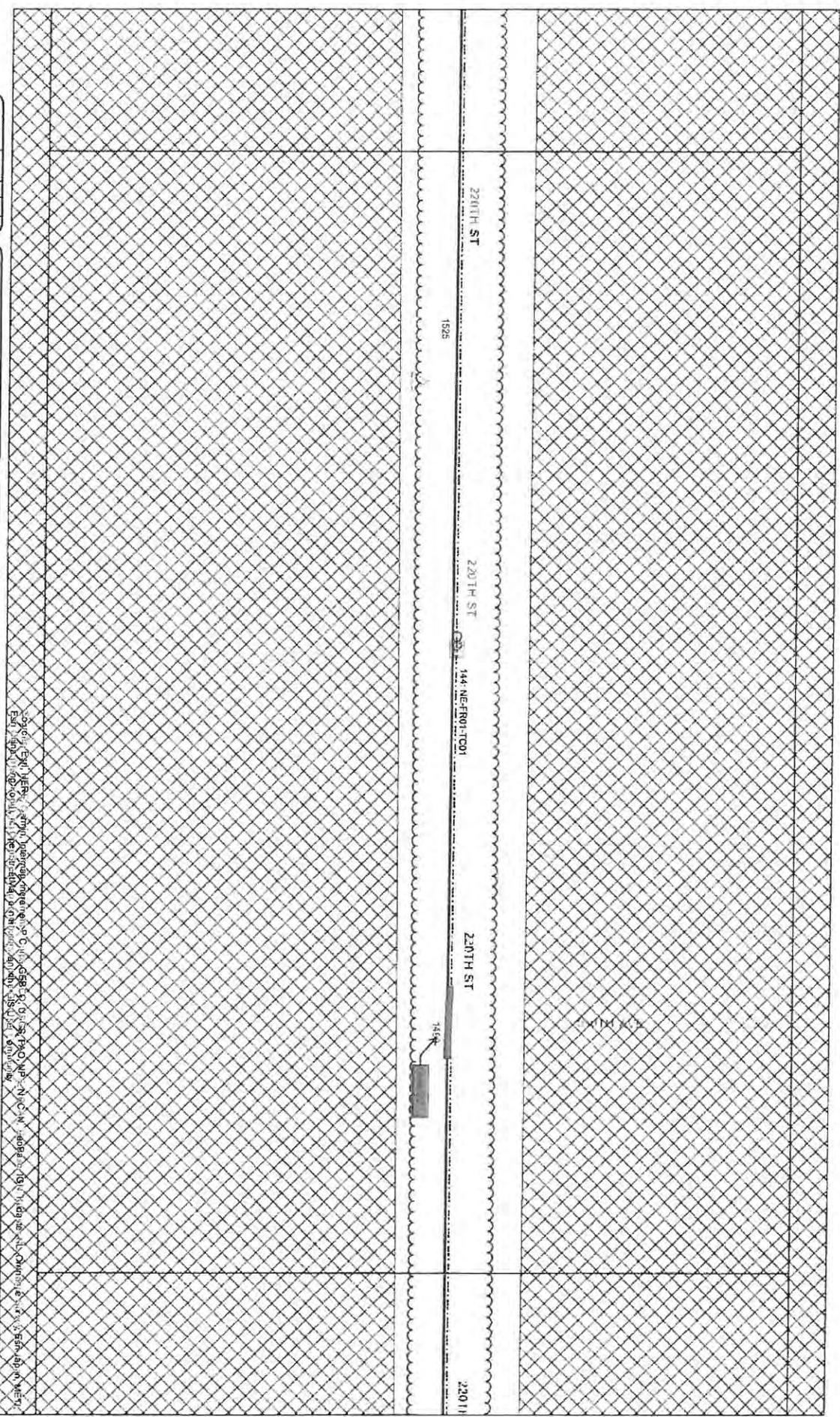
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 LOCATION: Nevada, IA

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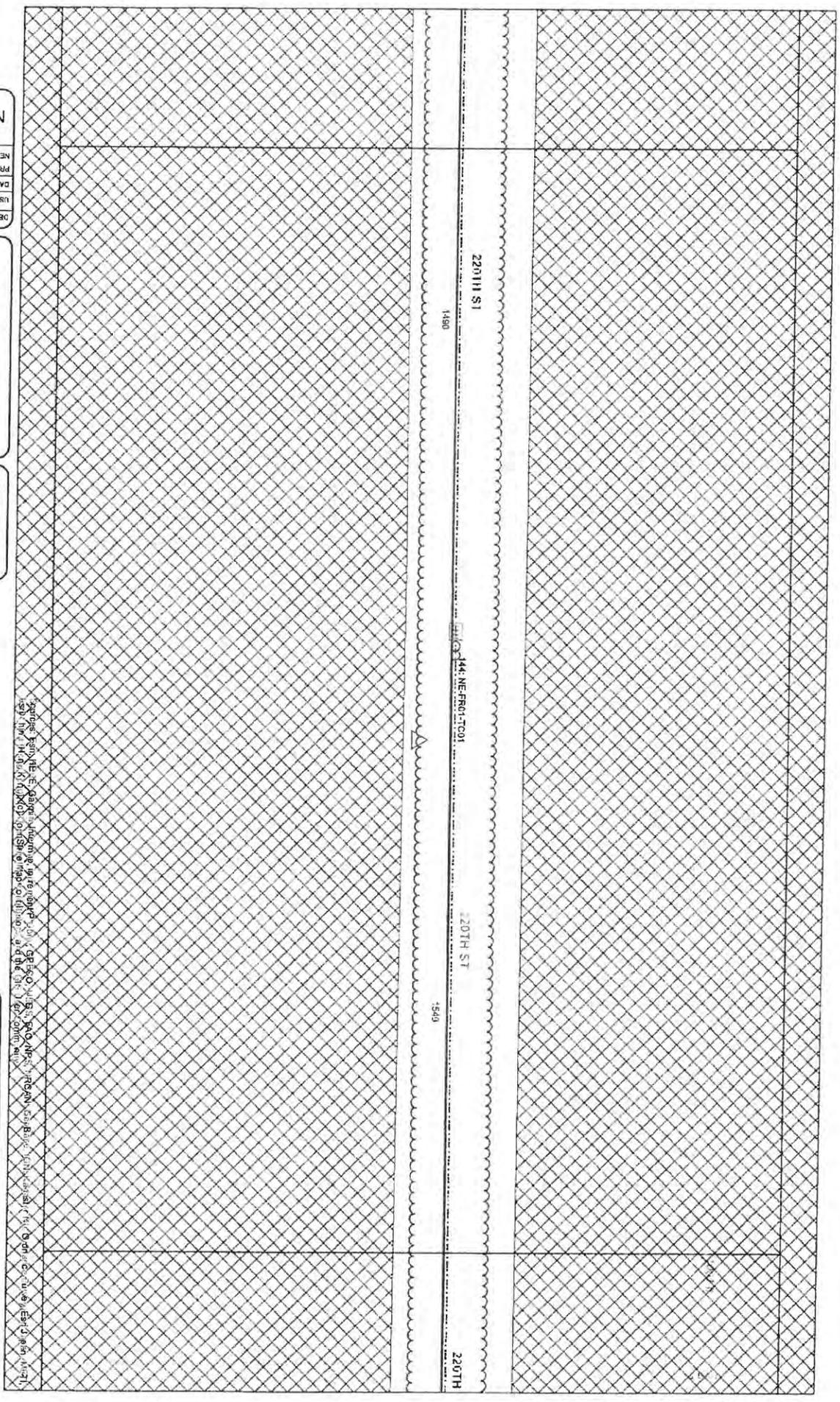
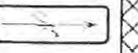
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 LOCATION: Nevada, IA

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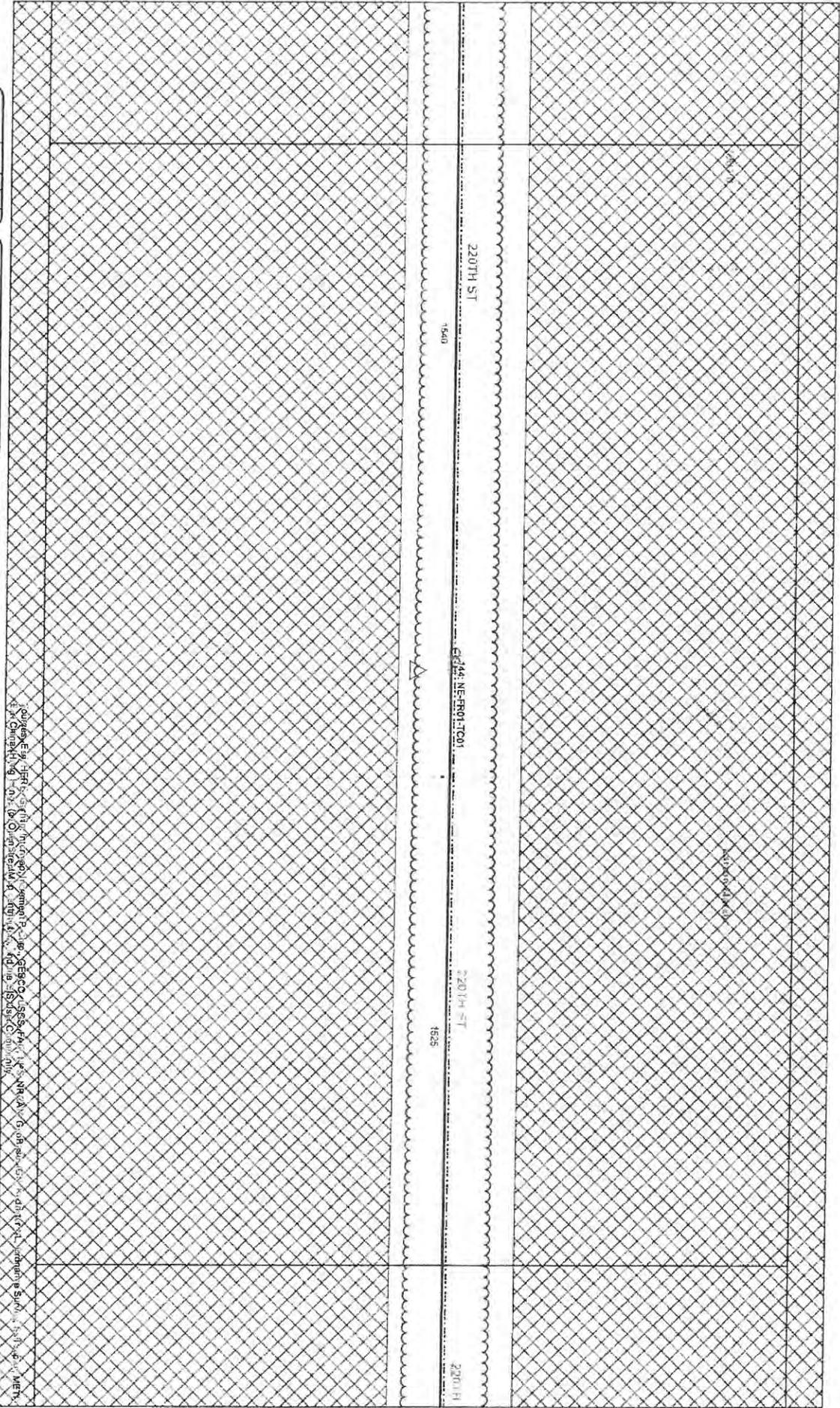
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 LOCATION: Nevada, IA

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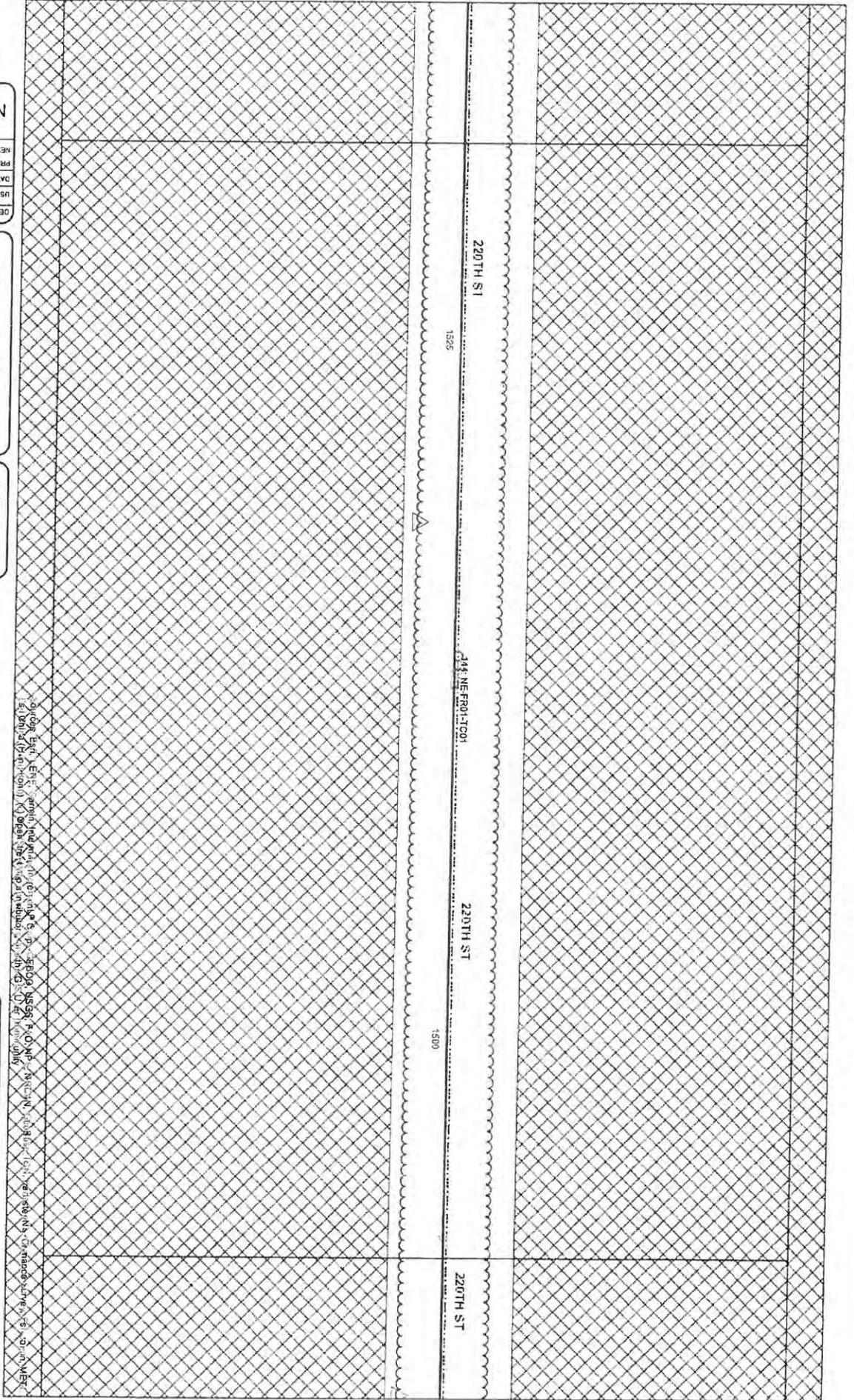
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 LOCATION: Nevada, IA

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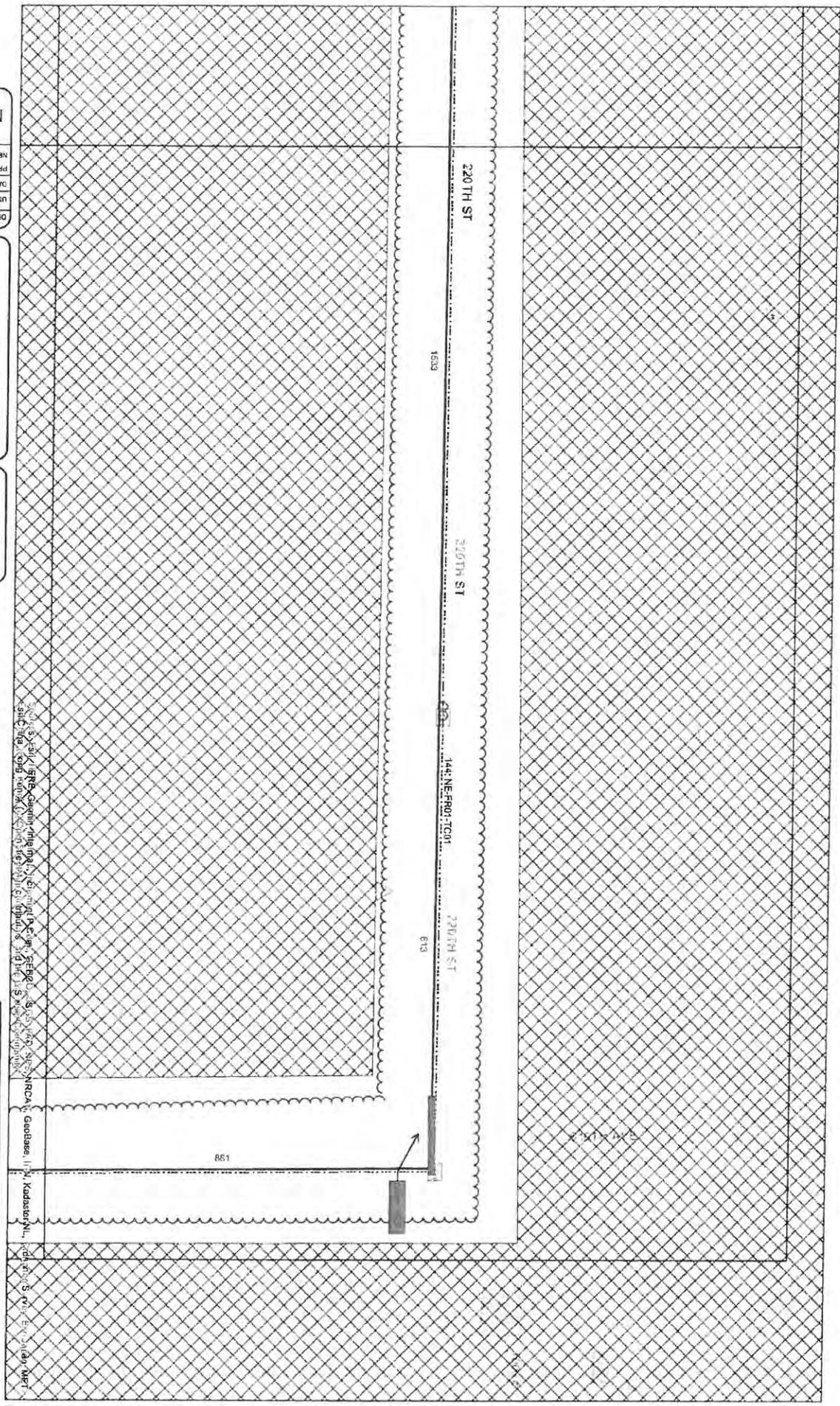
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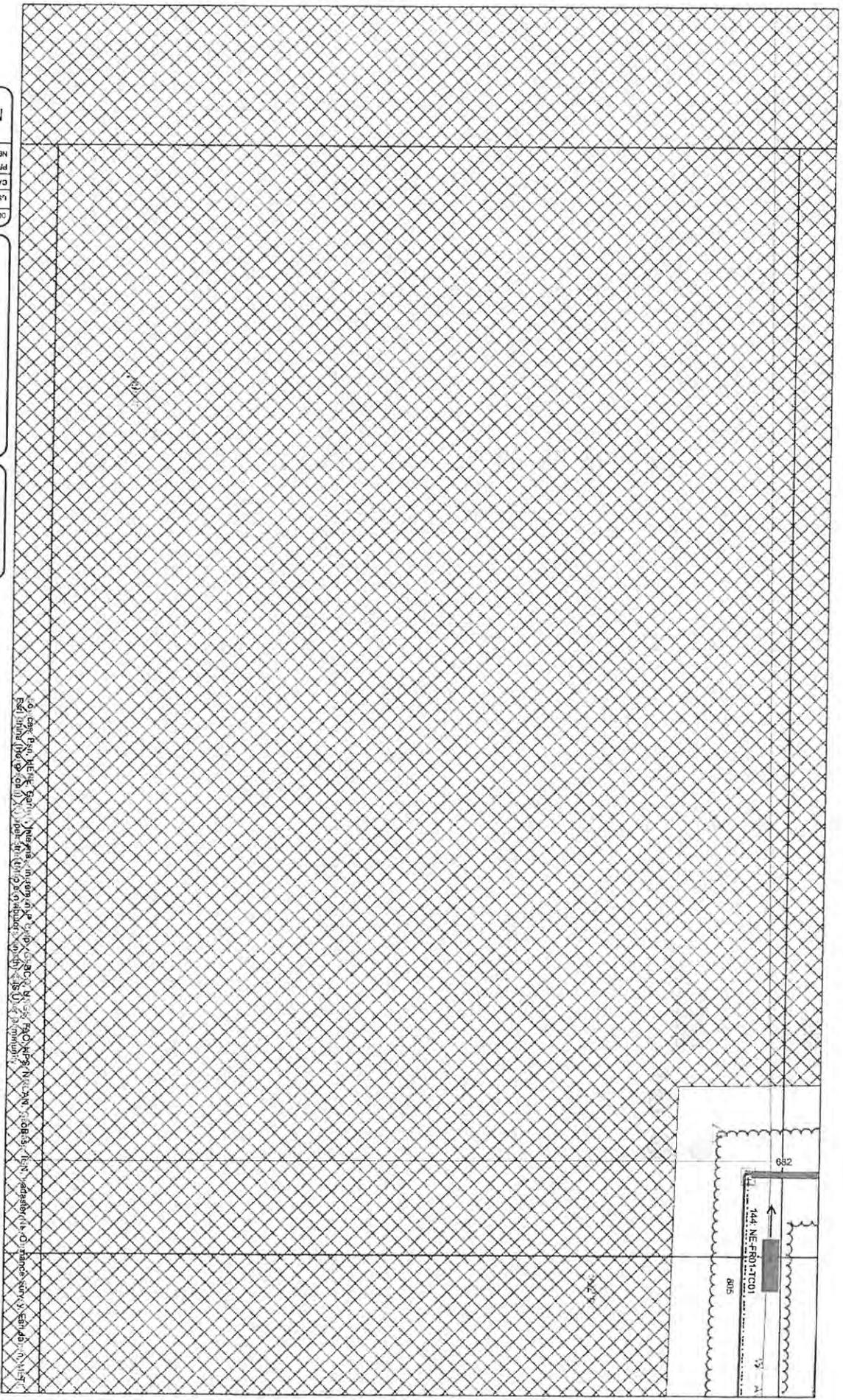
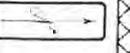
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 LOCATION: Nevada, IA

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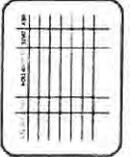
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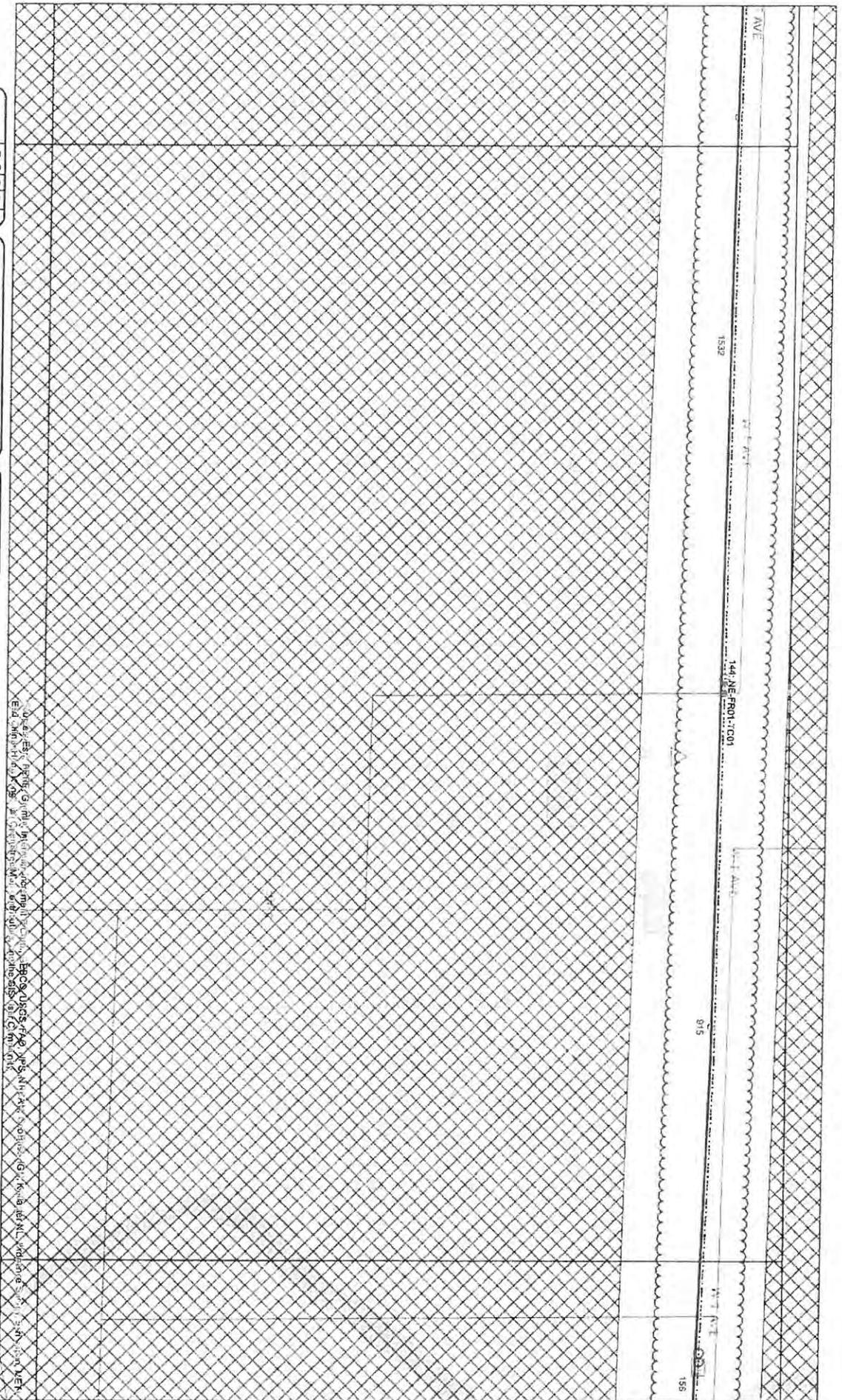
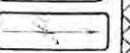
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 PROJECT: Nevada Expansion  
 LOCATION: Nevada, IA



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 Evansville, IN 47715







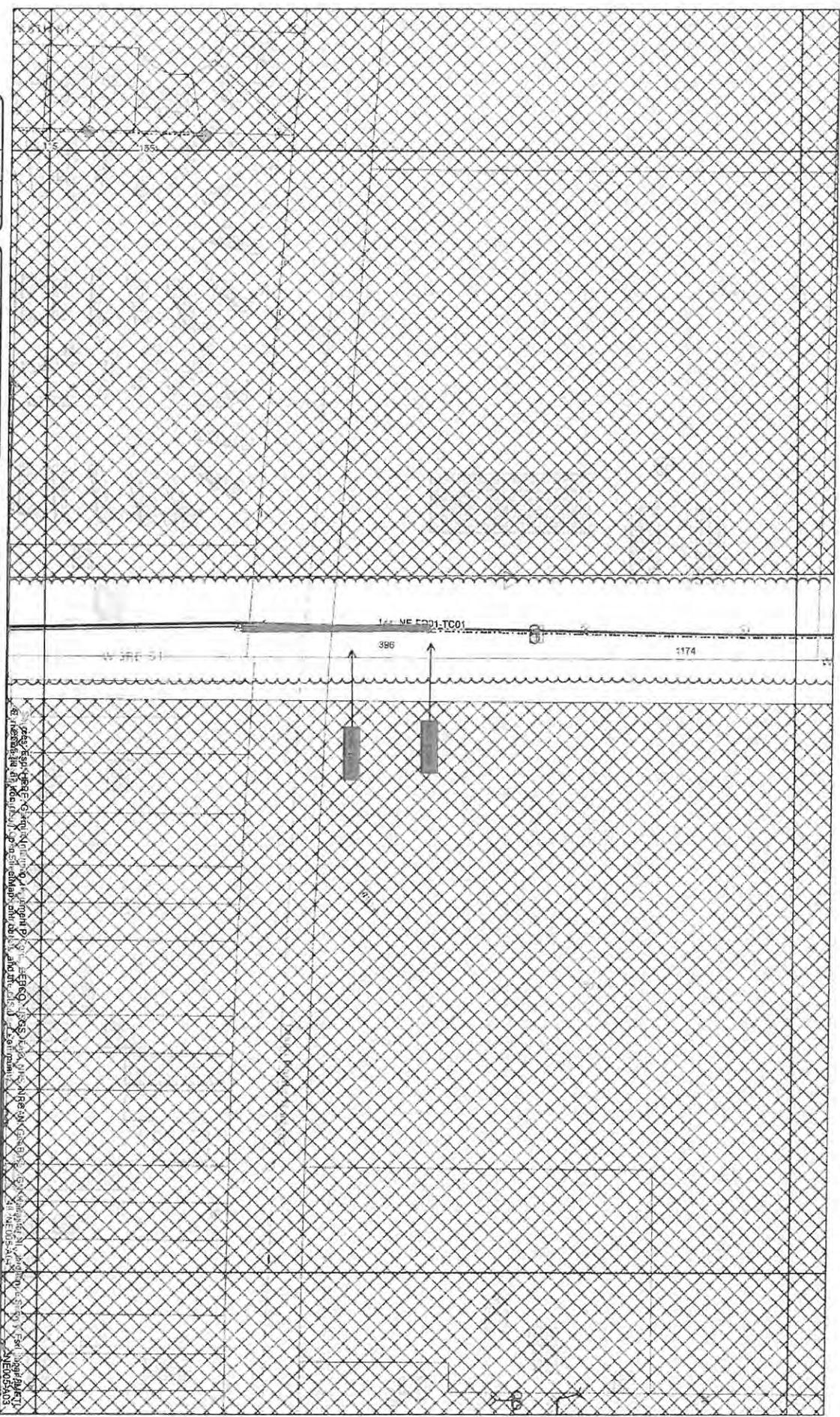
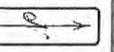
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 PROJECT: Nevada Expansion  
 LOCATION: Nevada, IA

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**METRONET**  
 3701 Communications Way  
 Evansville, IN 47715





**Story County Commission of Veterans Affairs**  
**Brett D. McLain, Director**  
Story County Human Services Center  
126 S. Kellogg Ave. Suite 001, Ames, Iowa 50010

Ph. 515-956-2626 Fax 515-956-2627  
[www.storycountyIowa.Gov](http://www.storycountyIowa.Gov)  
[veteransaffairs@storycountyIowa.Gov](mailto:veteransaffairs@storycountyIowa.Gov)

May 4, 2020

To: Story County Board of Supervisors  
From: Story County Veterans Affairs Commission  
Subj: Appointment Recommendation of VA Executive Director

Pursuant to Iowa Code Chapter 35B.6, the county board of supervisors is required to annually approve the Executive Director for the county Veteran Affairs Office.

Story County Veterans Affairs Commission recommends Brett D. McLain, Director, and County Veteran Service Officer to continue to serve as the Story County Veterans Affairs Director for FY 2021.

Appointment: July 1, 2020 – June 30, 2021.

The Commission respectfully requests the Story County Board of Supervisors supports this recommendation.

Thank you.

Story County Veterans Affairs Commission Chair

5-5-2020

Date

Story County Board of Supervisors Chair

5-12-2020

Date



**Story County Commission of Veterans Affairs**  
**Brett D. McLain, Director**  
Story County Human Services Center  
126 S. Kellogg Ave. Suite 001, Ames, Iowa 50010  
Ph. 515-956-2626 Fax 515-956-2627  
www.storycountyIowa.Gov  
veteransaffairs@storycountyIowa.Gov

May 4, 2020

TO: Story County Commission of Veterans Affairs

FROM: Story County Veterans Affairs Director

RE: Gift Card Policy

From time to time Story County Veterans Affairs receives donated gift cards from non-profit organizations and private donors.

These gift cards are then given to Veterans and Surviving Spouses who contact the office with a need for assistance of a gift card.

Gift cards we receive are for gas, food, and supplies.

This Gift Card Policy would include Story County Veterans and Surviving Spouses for eligibility.

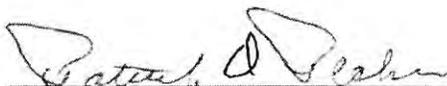
Our gift cards are in increments of \$20 or \$25 each.

The recipient of our gift cards must be a resident of Story County and not a transient.

The frequency to receive a gift card is two gift cards per fiscal quarter and no more than six gift cards per fiscal year.

This policy will be effective on July 1, 2020.

This policy expires on June 30, 2021.

  
Story County VA Commission Chair

5-5-2020  
Date

**APPROVED** **DENIED**  
Board Member Initials:   
Meeting Date: 5-12-2020  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Service Agreement**  
**Effective Date 05/05/2020**

**Service Address:**

Customer/Company Name: Story County, DHS Office  
 Address 1: 126 S Kellogg Ave  
 City / State: Ames IA  
 Zip: 50010-7030  
 Phone: 515-663-2928  
 Fax:  
 Email

**Billing Information (if different to service address):**

Billing Contact/Company Name:  
 Address 1:  
 City / State:  
 Zip:  
 Phone:  
 Fax:  
 Email

Service Fees : Reference Attachment "Service Descriptions" for details					
Service Scheduled: Yes	Service Type: Off-Site	Service Frequency: Every 4 Weeks	Collection Type: Floor		
Minimum Containers (Shred-it provided)		Recurring Additional Containers (Shred-it provided)			
Container Type	Container Quantity	Additional Container Quantity (at the additional container rate)	Total Unit Quantity	Additional Container Rate (for items included in the additional container qty. or for future container additions)	Unit Total Charge
Large Tote(96G/360L)	2		2	\$35.00	
24in. Desk Side Unit				\$12.60	
Container - Std				\$12.60	
Mini Container				\$12.60	
MediumTote(64G/240L)				\$35.00	
<b>Minimum Charge (per service)</b>	<b>\$35.00</b>	<b>Total Units</b>	<b>2</b>	<b>Additional Container Charge (per service)</b>	<b>0</b>
Other Service Fees - Charges based on services & quantities rendered					
Extra Material Pricing (not in Shred-it provided bins)					Unit Rate
Large Box (> 1.7-3.0 cu.ft.) / (>48-85L)					\$17.73
Small Box (≤1.7 cu.ft. / ≤48L)					\$11.21
<small>*For services rendered beyond the above quantities, the total charge will increase based on the amount of units serviced at the additional container rate, extra material unit rate or the current Shred-it standard list price.</small>					

Customer Service Agreement Notes:

**Service Guarantee:** Shred-it guarantees to deliver the highest quality service at all times. Any complaints about the quality of service which have not been resolved in the normal course of business should be communicated to Shred-it by written notice to the Account Care department at the address listed below. If Shred-it fails to resolve any material service complaint within thirty (30) days, the customer may terminate this Agreement provided all equipment is paid for at the then current replacement values or returned to Shred-it in good and usable condition.

**Additional Fees (per service)**

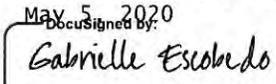
Minimum Charge \$35.00  
 Fuel & Environmental Surcharge Per Monthly Index  
 Recycling Recovery Surcharge Per Monthly Index

**Total Service Fees (Per Service) \* \$35.00**  
**(Additional Fees and applicable Taxes may apply)**

(Extra Material & Ancillary fees may apply)  
 During the first 12 Months of the Agreement, Shred-it will not increase the above fees  
 Thereafter, fees will not increase by more than 7% Annually  
**\*The offer will expire 06/03/2020**

IN WITNESS WHEREOF, this Agreement has been duly executed on the day, month and year written below.

**Shred-it:**

Contracting Entity: **Stericycle, Inc., on behalf of itself and its subsidiaries ("Shred-it")**  
 Name: **Gabrielle Escobedo**  
 Title: **Inside Retention Specialist**  
 Date: **May 5, 2020**  
 Signed By:   
 Signature: **Gabrielle Escobedo**  
4E5664E1EA01465...

**Customer:**

Customer/Company Name: Department Of Human Services  
 Name: **Linda Murken**  
 Title: **Story County Board Chair**  
 Date:  
 Signature: 

By signing above I acknowledge that I am the Customer's authorized officer or agent and that I have the authority to bind Customer to this Agreement. Customer agrees to be bound by these terms and conditions, which is an integral part of this Agreement.

## TERMS AND CONDITIONS

Stericycle, Inc., on behalf of itself and its subsidiaries ("Shred-it") with offices at 28161 N. Keith Drive, Lake Forest, IL 60045 ("Shred-it"), and Department Of Human Services with offices at 126 S Kellogg Ave Ames IA 50010-7030, ("Customer"), hereby enter into and agree as provided in this Services Agreement (the "Agreement") dated as of the 05 day of May 2020 (the "Effective Date).

1. **Document Destruction Services.** Shred-it will provide containers and related equipment ("Equipment") for the collection and storage of Customer's paper and other agreed upon materials ("CCM"). The number of containers will be determined by Shred-it. Shred-it will: (i) collect the CCM on a regularly scheduled and mutually agreed basis and (ii) destroy the CCM using a mechanical device (the "Destruction Process"). (iii) Shred-it will provide Customer with a Certificate of Destruction if requested by Customer, (iv) Shred-it will recycle or otherwise dispose of the CCM. (v) Customer shall not place in any Equipment any hazardous waste, any material that is highly flammable, explosive, toxic, a biohazard, medical waste, or radioactive, or any material that is illegal or unsafe. Customer shall be liable for and shall indemnify, defend and hold harmless Shred-it and its affiliates from and against all demands, claims, actions, losses, damages, and expenses, including reasonable attorney fees resulting from the placement of any prohibited materials in any Equipment. (vi) During the Term, Shred-it shall be the exclusive provider of the Services to Customer at all of its locations.

2. **Term of this Agreement.** (a) The initial term of this Agreement (the "Initial Term") will begin on the Effective Date set forth above and continue for 60 Months. This Agreement will automatically renew for successive terms of the same duration each, an "Extension Term", unless either party gives the other party at least 60 days' written notice, prior to the renewal date, of its request to terminate this Agreement. The Initial Term and each Extension Term, if any, are collectively referred to as the "Term". (b) Upon the expiration or termination of this Agreement, Customer shall pay Shred-it all amounts due for services and products provided prior to the expiration or termination (and any other amounts due to Shred-it, which may include a final pickup fee). (c) Shred-it shall have the right to retrieve its Equipment from Customer wherever located.

3. **Pricing.** Customer shall pay to Shred-it the service fees set forth on page 1 ("Service Fees") which will be fixed for the 12 Months of the Initial Term. Thereafter, Shred-it reserves the right, in its sole discretion, to increase the amount of each Service Fee from time to time. Shred-it will provide notice of any change in the Service Fees to Customer, which notice may be in the form of an invoice. Notwithstanding anything to the contrary, Customer shall pay the Minimum Charge if Customer declines or cancels a scheduled service or if Customer's location is closed during a scheduled service. For services rendered beyond the stated quantities, the total charge will increase based on the amount of units serviced at the applicable additional container rate, extra material unit rate or the current Shred-it standard list price.

4. **Payment Terms.** Customer shall pay in full each Shred-it invoice within 30 days of the date of such invoice. Any invoiced amounts not received by Shred-it within that timeframe will be subject to an interest charge of 1.5% per month (or the maximum amount allowed by law). Customer shall reimburse Shred-it for all costs that it incurs in collecting overdue amounts from Customer. Shred-it may, with notice, suspend services until any overdue amounts (plus interest charges and collection fees, if any) are paid. Customer shall also pay all taxes imposed by any governmental authority with respect to the purchase of any services and products hereunder, including all sales, use, excise, occupation, franchise and similar taxes and tax-like fees and charges (but excluding all taxes on Shred-it's net income). Shred-it will cooperate with Customer to determine the applicability of exemption certificates, if any, that Customer provides in a timely manner to Shred-it.

5. **Ancillary Charges.** Customer agrees to pay ancillary charges according to the then-current Schedule of Ancillary Charges at [www.shredit.com](http://www.shredit.com) ("Schedule"), which is incorporated by reference as if fully set forth herein and is subject to change from time to time in Shred-it's discretion.

6. **Fuel, Energy, Environmental, Recycling Recovery and/or Other Surcharge.** Customer agrees that (a) Shred-it may, upon notice, at any time and from time to time, impose and adjust a fuel, environmental, metro, recycling recovery and/or other surcharge of any amount for any duration, all in its sole discretion; (b) notice of any surcharge may be in the form of an invoice; and (c) any surcharge may, from time to time, result in additional profit for Shred-it.

7. **Early Termination.** In the event that Customer terminates this Agreement prior to the expiration of the Term other than as set forth in Section 8 Customer shall promptly pay Shred-it (a) all unpaid invoices and any late charges thereon; and (b) an amount equal to 50% of Customer's average monthly charge multiplied by the number of months (including any partial months) remaining until the expiration date of the Term.

8. **Default and Early Termination for Cause.** Either party may immediately terminate this Agreement, in whole or in part, upon written notice to the other party if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days following receipt of written notice of such breach. Documented service or performance deficiencies by Shred-it or nonpayment by Customer of amounts rightfully owed to Shred-it or Customer's failure to comply with Shred-it policies related to the Services shall constitute a material breach.

9. **Limitation of Liability.** In no event shall either party be liable for any indirect, exemplary, punitive, special, incidental or consequential damages, or lost profits, lost revenue, lost business opportunities or the cost of substitute items or services under or in connection with this Agreement. Shred-it's aggregate liability, if any, arising under this Agreement or the provision of Services to Customer is limited to the amount of the Service Fees received by Shred-it from Customer under the Agreement during the preceding twelve (12) month period prior to the alleged liability.

10. **Confidentiality.** Customer agrees to not disclose to any third parties Shred-it pricing, policies and procedures. Shred-it will keep confidential all CCM and any other confidential information provided to Shred-it in connection with this Agreement and will use the same solely for the purposes provided in this Agreement. As used herein, "confidential information" means any information provided to Shred-it in confidence that relates to Customer's property, business and/or affairs, other than (i) information that is or has become publicly available due to disclosure by Customer or by a third party having a legal right to make such disclosure and (ii) information previously known to Shred-it free of any obligation to keep it confidential prior to receipt of the same from Customer.

11. **Compliance with Laws and Policies.** Each party shall comply with all laws, rules and regulations applicable to its performance hereunder.

12. **Excuse of Performance.** Neither party will be responsible if its performance of any act(s) required hereunder (other than the payment of any amounts due) is interrupted or delayed due to any reason beyond its reasonable control.

13. **Equipment.** Customer shall have the care, custody and control of any Equipment owned by Shred-it and placed at Customer's premises and accepts responsibility and liability for the Equipment and its contents. Any damage or loss to such Equipment, other than normal wear and tear, will be charged to Customer at full replacement value.

14. **Brokers.** Shred-it reserves the right to deal solely with the Customer and not with any third party agents of the Customer for all purposes relating to this Agreement. Customer represents and warrants to Shred-it that it is acting for its own account and not through a broker or agent. Shred-it shall be entitled to terminate this agreement and seek all available legal remedies, including but not limited to liquidated damages, in the amount set forth herein for Customer's breach of this representation and warranty.

15. **Miscellaneous.** (a) This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes any prior agreements and arrangements between the parties. (b) This Agreement may be modified only by a written amendment signed by an authorized representative of each party. (c) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, legal representatives and heirs; provided, however, that Customer may not assign its rights or delegate its obligations under this Agreement without the prior written consent of Shred-it. (d) Shred-it's relationship with Customer is that of an independent contractor, and nothing in this Agreement shall be construed to designate Shred-it as an employee, agent or partner of or a joint venture with Customer. (e) Any dispute arising in connection with or relating to this Agreement or between the parties ("Disputes") that the parties are unable to resolve informally, such as via discussion and negotiation between the parties, shall solely and exclusively be resolved by binding and final arbitration before the American Arbitration Association ("AAA"), conducted pursuant to the Federal Arbitration Act (as the parties acknowledge that the services provided involve interstate commerce). All Disputes will be determined on an individual basis (and not as a class member or in any purported class or representative capacity, considered unique as to its facts, and shall not be consolidated in any arbitration or other proceeding with any claim or controversy of any other party, and the arbitrator or trier of fact shall not preside over any form of representative or class proceeding. The exclusive jurisdiction and forum for resolution of any Dispute shall be by arbitration, which shall take place in the state where Customer is located at the closest AAA office. (f) The failure of either party to insist upon the performance of any provision hereof, or to exercise any right granted under any provision hereof, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. (g) No term or condition contained in a Customer purchase order or any other invoice acknowledgment shall be binding upon Shred-it unless agreed to by Shred-it in writing. (h) Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement will remain in full force and effect. (i) The failure of either party to insist upon the performance of any provision hereof, or to exercise any right granted under any provision hereof, will not be construed as waiving that provision or any other provision, and the provision will continue in full force and effect. All waivers must be in writing and signed by the party waiving its rights. (j) Except as otherwise set forth herein, this Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to the conflict of law provisions.



## Secure Document Destruction

AVAILABLE AS A REGULARLY SCHEDULED SERVICE OR ONE-TIME PURGES.

### Regularly Scheduled Services

- Perfect for day-to-day protection
- Secure consoles come in a variety of styles, and sizes
- Set schedule minimizing document overflow
- On-site collection from your site by Shred-it
- On-site and off-site options to suit your requirements
- Performed by Shred-it Information Security Professionals
- Barcode scanning, integral to the Secure Chain of Custody
- Shred-it Certificate of Destruction following each service

### One-Time Destruction Services

- Perfect for customers with a one-time need
- On-site and off-site options to suit your requirements
- Performed by Shred-it Information Security Professionals
- Barcode scanning, integral to the Secure Chain of Custody
- Shred-it Certificate of Destruction following your service



## Hard Drive Destruction

- Physical destruction ensures information is unrecoverable
- Chain of Custody process provides end-to-end security
- Risk-free alternative to stockpiling, erasing, reformatting or degaussing
- Itemized Certificate of Destruction for your files

### Certificate Of Completion

Envelope Id: 6D16941D3F394D77BEF8447DCD50DD46	Status: Delivered
Subject: Shredit Agreement For Department Of Human Services	
Source Envelope:	
Document Pages: 3	Signatures: 1
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Disabled	Gabrielle Escobedo
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	gescobedo@stericycle.com
	IP Address: 13.108.238.8

### Record Tracking

Status: Original	Holder: Gabrielle Escobedo	Location: DocuSign
5/5/2020 11:38:29 AM	gescobedo@stericycle.com	

### Signer Events

Gabrielle Escobedo  
gescobedo@stericycle.com  
Inside Retention Specialist  
Stericycle Inc. - Shred it  
Security Level: Email, Account Authentication (None)

### Signature

DocuSigned by:  
  
4E5664E1EA01465...  
Signature Adoption: Pre-selected Style  
Using IP Address: 69.216.121.34

### Timestamp

Sent: 5/5/2020 11:38:31 AM  
Viewed: 5/5/2020 11:38:38 AM  
Signed: 5/5/2020 11:38:41 AM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Linda Murken  
lmurken@storycountyiowa.gov  
Security Level: Email, Account Authentication (None)

Sent: 5/5/2020 11:38:42 AM  
Viewed: 5/8/2020 5:41:49 PM

### Electronic Record and Signature Disclosure:

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/5/2020 11:38:42 AM
Certified Delivered	Security Checked	5/8/2020 5:41:50 PM

### Payment Events

Status	Timestamps
--------	------------

### Electronic Record and Signature Disclosure

## **CONSUMER DISCLOSURE**

From time to time, Stericycle Inc. - Shred it (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign, Inc. (DocuSign) electronic signing system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after signing session and, if you elect to create a DocuSign signer account, you may access them for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of a DocuSign envelope instead of signing it. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures

electronically from us.

**How to contact Stericycle Inc. - Shred it:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [customer care@stericycle.com](mailto:customer care@stericycle.com)

**To advise Stericycle Inc. - Shred it of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [customer care@stericycle.com](mailto:customer care@stericycle.com) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc. to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in the DocuSign system.

**To request paper copies from Stericycle Inc. - Shred it**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [customer care@stericycle.com](mailto:customer care@stericycle.com) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

**To withdraw your consent with Stericycle Inc. - Shred it**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to [customer care@stericycle.com](mailto:customer care@stericycle.com) and in the body of such request you must state your e-mail, full name, US Postal Address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

\*\* These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Stericycle Inc. - Shred it as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Stericycle Inc. - Shred it during the course of my relationship with you.



ADMINISTRATION AGREEMENT FOR CLAIMS RUN-OUT
COUNTY OF STORY IOWA

Benefit Plan: PSF

I elect Employee Benefit Systems (EBS) to process run-out claims for the COUNTY OF STORY IOWA Employee Benefits Plan. Fees for such administration are listed below. I understand that run-out claims will be processed through the run-out date selected below.

Please check next to ONE of the boxes to indicate the number of months for run-out administration.

Table with columns: Dates Included (1 Month, 2 Months, 3 Months), To (7/31/2020, 8/31/2020, 9/30/2020), and Claims Administration Fees (based on ppm) (Service: PSF) (\$1,384.50, \$2,769.00, \$4,153.50). The 3 Months option is checked.

I decline run-out administration by Employee Benefit Systems (EBS) for the COUNTY OF STORY IOWA Employee Benefits Plan.

Employee Benefit Systems will provide standard year end run-out reports. EBS will also maintain your records and online access through the web portal for a period of 90 days after termination of your contract. Should you need additional reporting after that time reports may be generated at the special programming request priced in the fee schedule (Addendum A). Run-out administration fees are payable up front at the start of the run-out period. All services and claims will be placed on hold on the run-out period beginning date until payment is received.

On behalf of COUNTY OF STORY IOWA

Authorized Signature & Title

Linda Murken, Board Chair

Print Name

Date

5-12-2020

# Flexible Benefits Administration Proposal

prepared for

## County of Story Iowa

July 1, 2020

**APPROVED** **DENIED**

Board Member Initials: JD

Meeting Date: 5-12-2020

Follow-up action: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

presented by

Debbie Dean



Wellmark Blue Cross Blue Shield of Iowa  
Wellmark Blue Cross Blue Shield of South Dakota

Independent Licensees of the Blue Cross and  
Blue Shield Association



# Board of Supervisors

## Story County, Iowa

### Open Records Policy & Procedure

<b>Approval Date:</b>  XX/XX/XXXX	<b>Effective Date:</b>  XX/XX/XXXX	<b>Revision No:</b>  04
<b>Reference:</b> BOS Minutes:  Initially Adopted: 03/06/2012		<b>Distribution:</b> County Website, Intranet, S:drive and Policy Book

### General Policy Statement

This policy is intended to implement the provisions of Iowa Code Chapter 22 by providing assistance to citizens requesting examination of public records and to employees in fulfilling those requests. The goal is to assist citizens making requests and assure that responses to open records requests are made appropriately and timely.

### Scope

This policy is applicable to the following:

All departments responsible to the Story County Board of Supervisors;

All offices responsible to a county elected official whom adopt this policy.

\*The offices of the Attorney, Auditor, Recorder, Sheriff and Treasurer are elected offices. These elected officers are vested with unique discretion to carry out the legal duties and responsibilities of their office. As such, they may exercise a degree of independence to set the policies and procedures of their respective offices. These elected officers may adopt this policy but may also independently set policy for their office concerning the production of public records.

### Purpose

Story County\* is committed to the concept of open government exemplified by Iowa Code Chapter 22. Records that are not defined as public records or have been deemed confidential pursuant to statute are not required to be released in response to a request. Iowa Code Chapter 22 lists or describes no fewer than 65 categories and types of potential documents and information exempt from the open records law. Other portions of state and federal law may also govern access to public records.

**APPROVED**  
 Board Member Initials: MM  
 Meeting Date: 5-12-2020  
 Follow-up action: re-draft, bring back to Board!

Documents, instruments and records [see Iowa Code §§331.601A(2), (3) & (8)] maintained by a county recorder, as well as fees set by the Story County Recorder for research and retrieval of documents, instruments and records filed with or maintained by the Story County Office of Recorder, are exempt from this policy.

### **Provisions**

**Making a Request for Public Records.** Requests for access to public records may be made in person, in writing or by telephone. Citizens are encouraged, but not required to make requests in writing. The form accompanying this policy is for convenience only. Anyone may make a request for public records without providing identification, reason or motive for the request. For assistance in making a request for examination or copying of public records, the public is invited to contact the county public request liaison at:

Public Information Request  
900 6<sup>th</sup> St, Nevada IA 50201  
c/o Sandra King,  
Ph. 515-382-7243, Fax 515-382-7206,  
E-Mail: [sking@storycountyiowa.gov](mailto:sking@storycountyiowa.gov)

**Responding to Requests.** Requests for access to public records may be made in person, in writing or by telephone. Employees may not ask why the record is being requested nor require the identity of the requestor, but should try to get as much information as possible about what is being requested and how the requestor wishes the response transmitted to them. A requesting party may be encouraged but is not required to use the request form accompanying this policy.

An employee receiving a request in person or by telephone should immediately reduce the request to writing noting the specifics of the information requested, the date and time of the request, whether the request is for copying, inspection or both and how the requestor expects the request fulfilled. All requests should be forwarded to county public request liaison Sandra King, and the employee's supervisor.

Upon receipt of a request for access to public records, supervisory employees should promptly take all reasonable steps to preserve the public record while the request is pending. Requests will be fulfilled as soon as possible, but no longer than within ten (10) business days, unless there are questions about the confidentiality of the record being requested. The Iowa Code allows for a twenty (20) calendar days delay to determine whether a record is confidential. If possible, information contained in record that is deemed confidential by law should be redacted so that the remaining record may be disclosed. The department/office having custody of the

record will be primarily responsible for producing a response to the request for the county public request liaison.

All requests will receive a written response. If the public record requested does not exist, this fact should be communicated to the requestor. The record sought may be provided in the form in which it is maintained by Story County provided the information contained in that form is readily accessible to the requestor once in their custody. If the request involves research or delay beyond 10 days is reasonably expected, this should be communicated to the requestor.

**Availability.** Public records will be available for public examination and/or copying during customary office hours, which are 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding designated holidays. Immediate access to records may be affected by good faith efforts to identify and locate the correct records; or determine whether the request seeks disclosure of confidential records; The requesting party should be promptly notified if any delays are experienced or expected.

**Fees.** Reasonable fees will be charged to the requestor for the actual costs of producing a public record for inspection and/or copying. Departments under the auspices of the Board of Supervisors will charge fees according to the schedule appearing below. If the estimated total fees exceed \$25.00 the requestor must agree to prepay expected fees. Estimated fees and payment terms must be clearly communicated to the requestor as soon as possible. The following fees will be charged:

1. \$.10 per page fees for black/white photocopying.
2. \$.25 per page for color photocopying.
3. Actual mailing costs.
4. Actual cost of media (CD, DVD, Tape, Film, etc.).
5. Actual cost of employee time to supervise the examination of a public record, if over one hour.
6. Actual cost of employee time to retrieve a public record, if over one hour.

**Compliance.** Requests and responses for examination of public records or copies of records shall be documented by giving to the department head/elected official and public request liaison, all information and documentation concerning the request, the employee responding to the request, the information requested, and full copy of the dated response. The county public request liaison will maintain responses in a central location.



REQUEST TO EXAMINE AND/OR COPY
PUBLIC RECORDS

Visit us online at: www.storycountyiowa.gov

Use of all, part or none of this form is optional and has no bearing on the response you will receive.
Requests of an anonymous nature will also be honored. This form is merely offered for convenience only.
Please note that this form is not confidential and may itself be subject to public disclosure pursuant to Iowa
Code Chapter 22.

Requestor's Name

Address:

City /State/Zip:

Phone Number:

E-mail Address:

Description of Record or Information Requested: (be as specific as possible):

Please tell us if you would like the record copied and sent to you by mail, whether you will pick it up or whether you would simply like to examine it.

Signature of Requestor

Date of Request

You may expect a response to a request for non-confidential public information within ten (10) business days.

\*\*\*\*\*

Office Use Only:

Date Received:

Response Date: Records Available? Yes / No

Copies Made? Yes / No How Many? Fees Charged: \$

If request denied, provide reason:

\*\*\*\*\*

**General Policy Statement** This policy is intended to implement the provisions of Iowa Code Chapter 22 by providing assistance to citizens requesting examination of public records and to employees in fulfilling those requests. The goal is to assist citizens making requests and assure that responses to open records requests are made appropriately and timely.

**Scope** This policy is applicable to the following:

All departments responsible to the Story County Board of Supervisors;

All offices responsible to a county elected official whom adopt this policy.

\*The offices of the Attorney, Auditor, Recorder, Sheriff and Treasurer are elected offices. These elected officers are vested with unique discretion to carry out the legal duties and responsibilities of their office. As such, they may exercise a degree of independence to set the policies and procedures of their respective offices. These elected officers may adopt this policy but may also independently set policy for their office concerning the production of public records.

**Purpose** Story County\* is committed to the concept of open government exemplified by Iowa Code Chapter 22. Records that are not defined as public records ~~or have been deemed confidential pursuant to statute~~ are not required to be released in response to a request but may be released upon a vote of the Story County Board of Supervisors or another Elected Official who is the official custodian of said record. Records that have been deemed confidential pursuant to statute may not be released without a judge's order. Iowa Code Chapter 22 lists or describes no fewer than 65 categories and types of potential documents and information that are exempt or may be exempted from the open records law.

Documents, instruments and records [see Iowa Code §§331.601A(2), (3) & (8)] maintained by a county recorder, as well as fees set by the Story County Recorder for research and retrieval of documents, instruments and records filed with or maintained by the Story County Office of Recorder, are exempt from this policy.

**Provisions Making a Request for Public Records.**

Requests for access to public records may be made in person; in writing, including electronically; or by telephone. Citizens are encouraged, but not required to make requests in writing. The form accompanying this policy is for convenience only. Anyone may make a request for public records without providing identification, reason or motive for the request. For assistance in making a request for

examination or copying of public records, the public is invited to contact the county public request liaison at:

Public Information Request

900 6th St, Nevada IA 50201

c/o Sandra King,

Ph. 515-382-7243, Fax 515-382-7206,

E-Mail: [sking@storycountyiowa.gov](mailto:sking@storycountyiowa.gov)

**Responding to Requests.** Requests for access to public records may be made in person; in writing, including electronically; or by telephone. Employees may not ask why the record is being requested nor require the identity of the requestor, but should try to get as much information as possible about what is being requested and how the requestor wishes the response transmitted to them. A requesting party may be encouraged but is not required to use the request form accompanying this policy.

Requests made in person to staff will usually be filled while the requester is on premises if the material is accessible on-site and known to not be confidential. Requests made via telephone or in writing will be fulfilled within 24 hours whenever possible, but no longer than within ten (10) business days, unless there are questions about the confidentiality of the record being requested. The Iowa Code allows for a twenty (20) calendar days delay to determine whether a record is confidential. If possible, information contained in record that is deemed confidential by law should be redacted so that the remaining record may be disclosed.

An employee receiving a request from a visitor to a department or office that can be filled immediately should fulfill the request and then reduce the request to writing, noting the specifics of the information requested, the date and time of the request, whether the request was for copying, inspection or both and state that the request was fulfilled. The written documentation should then be sent to public request liaison Sandra King and the employee's supervisor.

If the employee was not able to fulfill the visitor's request immediately or an employee receives a request by telephone or electronically, the employee should reduce the request to writing as detailed above, adding how the requestor expects the request to be fulfilled.

Departments and offices that can fill the request within 24 hours should fulfill the request and then send the same information detailed above to **public liaison contact Sandra King and the employee's supervisor.**

Requests not able to be filled by the department or office within 24 hours should be sent to **public liaison contact Sandra King and the employee's supervisor.**

Upon receipt of a request for access to public records, supervisory employees should promptly take all reasonable steps to preserve the public record while the request is pending. ~~Requests will be fulfilled as soon as possible, but no longer than within ten (10) business days, unless there are questions about the confidentiality of the record being requested. The Iowa Code allows for a twenty (20) calendar days delay to determine whether a record is confidential. If possible, information contained in record that is deemed confidential by law should be redacted so that the remaining record may be disclosed.~~ When a department or office having custody of the record cannot fulfill a request quickly or has a record deemed confidential under state law, that department or office will be primarily responsible for producing a response to the request, including a redaction of confidential material if necessary, for the county public request liaison.

All requests except those fulfilled immediately during an in-person visit from the requestor will receive a written response. If the public record requested does not exist, this fact should be communicated to the requestor. The record sought may be provided in the form in which it is maintained by Story County provided the information contained in that form is readily accessible to the requestor once in their custody. If the request involves research or delay beyond 10 days is reasonably expected, this should be communicated to the requestor.

**Availability.** Public records will be available for public examination and/or copying during customary office hours, which are 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding designated holidays. Immediate access to records may be affected by good faith efforts to identify and locate the correct records; or determine whether the request seeks disclosure of confidential records; The requesting party should be promptly notified if any delays are experienced or expected.

**Fees.** Reasonable fees will be charged to the requestor for the actual costs of producing a public record for inspection and/or copying. Departments under the auspices of the Board of Supervisors will charge fees according to the schedule appearing below. If the estimated total fees exceed ~~\$25.00~~ \$50.00 the requestor

must agree to prepay expected fees. Estimated fees and payment terms must be clearly communicated to the requestor as soon as possible. The following fees will be charged:

1. \$.10 per page fees for black/white photocopying.
2. \$.25 per page for color photocopying.
3. Actual mailing costs.
4. Actual cost of media (CD, DVD, Tape, Film, etc.).
5. ~~Actual cost~~ Fifteen dollars (\$15) per hour of employee time to supervise the examination of a public record, if over one hour.
6. ~~Actual cost~~ Fifteen dollars (\$15) per hour of employee time to retrieve a public record, if over one hour.

**Compliance.** Requests and responses for examination of public records or copies of records shall be documented by giving to the department head/elected official and public request liaison, all information and documentation concerning the request, the employee responding to the request, the information requested, and full copy of the dated response. The county public request liaison will maintain responses in a central location.



**Community Services Quarterly Report for the  
 Story County Board of Supervisors  
 May 12, 2020  
 (Period covering January 2020 – March 2020)**

**General Assistance**

Caseload information:

Single Household Cases	Family Household Cases	Total for Reporting Period	Year-to-date Totals
18	22	40	70 - single
			67 - family
			137 - total

Denials/Referral to Other Resources:

# Issued during the reporting period	Year-to-date Totals
163	689

Applied, but did not return to complete assistance process:

# during the reporting period	Year-to-date Totals
24	53

Primary types of assistance:

Rent	Utilities	Misc. (meds, transportation, burial)
\$13,984.00	\$648.77	\$9,965.00

SSI Interim Reimbursement program: 0 during the reporting period and 0 YTD.

**Substance Abuse Services**

# during the reporting period	Year-to-date Totals
3	10

## **MHDS**

Central Iowa Community Services Region:

The Children's Behavioral Health Services Implementation Plan was completed and submitted to the Department of Human Services (DHS) in February 2020. This plan includes processes and timeframes for creation of a Regional Children's Advisory Committee, Governing Board changes, 28E Agreement Amendment, staff changes, and management plan changes. This plan can be found on the CICS website at [cicsmhds.org](http://cicsmhds.org).

The FY21 Annual Service and Budget Plan was completed and has been submitted to DHS. This plan includes information on local access points, service coordination and targeted case management services, crisis planning, intensive mental health services, scope of services, expenditure and revenue projections, financial forecasting and provider reimbursement provisions. This plan will be placed on the CICS website upon plan approval by DHS.

Staff worked on updates to the CICS Management Plan Policies & Procedures, many of the updates are related to Children's Behavioral Health Services. The Policies and Procedures have been submitted to DHS and are going through the approval process.

New members to the CICS Governing Board were introduced in February, these include voting and non-voting members from the Adult Advisory Committee and the Children's Behavioral Health Advisory Committee.

CICS staff were closely following the legislative session and the Governor's Invest in Iowa Act. Governor Reynolds has indicated the Invest in Iowa Act likely will not be going forward at this time given fiscal impacts of Covid 19.

A staff transition plan for the Administrative Team has been developed as three members of the Administrative Team have indicated plans for retirement after July 1, 2020. Effective at the beginning of FY21 the following CEO and Officer positions are Russell Wood, CEO; Patti Treibel Leeds, Planning and Development Officer; Betsy Stursma, Finance Officer; Karla Webb, Operations Officer; Linn Adams, Coordination Officer. A Lead Service Coordinator position was created with elimination of one Service Coordination Specialist position.

## **Community Services**

We began working to transition using the Community Services Network (CSN) for General Assistance record management rather than an access database. Staff are working through processes and plan for a complete transition to using CSN in the very near future.

Staff completed a review of the impacts of a 10% increase to the General Assistance income guidelines and an increase to rent and utility assistance maximums.

Precautionary measures related to Covid 19 were implemented in the office in March. Staff have been following the guidelines and recommendations approved by the Board of Supervisors. In addition modifications to the General Assistance program guidelines were approved by the Board of Supervisors in March due to our office closure to the public and Covid 19 precautions.

Staff from our office continued to be involved with the Opioid Task Force, Nevada Substance Use Task Force, Mental Health Expo committee, Human Services Council and Two Rivers Region.

Staff continued to attend county trainings when possible.

This quarter 76 interviews were completed with Veterans or surviving spouses by Erin Rewerts, CVSO.



Environmental Health Department  
Administration Building  
900 6<sup>th</sup> Street, Nevada, Iowa 50201

Phone 515-382-7240  
[www.storycountyiowa.gov](http://www.storycountyiowa.gov)

## Report to the Story County Board of Supervisors for May 12, 2020

The Environmental Health Department continues to work remotely. Because some of our routine work has been interrupted, such as pool inspections and most water testing, we are working on data management and back-burner projects. Below is a summary of our main programs:

### Septics

- 26 applications, 20 permits issued to date for calendar year.
- 21 TOT inspections/binding agreements.
- Site reviews are still being conducted, without applicant or installer present.
- Final inspections of new installations still being conducted, requesting photos before system is covered.
- Not a lot of systems going in yet; installers focus on drainage tiling in the spring before the crops are planted.
- Due to the pandemic, the public hearings for the proposed septic ordinance have been put on hold.

### Wells

- Two water wells permitted, 12 samples for calendar year
- Five pluggings for calendar year.

### Tattoos

- All inspections have been completed.
- One new facility in Nevada to open after pandemic restrictions are lifted. Bazylinski will conduct opening-inspection at that time.

### Tanning

- Due to pandemic, the public hearings for the proposed tanning ordinance have been put on hold.

### Pools

- Cory inspected approximately half of the indoor pools before IDPH shut the pools down for COVID-19. Most municipal outdoor pools open Memorial Day weekend; no news on when pools will open.

### Complaints

- Seven complaints for the calendar year
- Mold, Nevada apartment.
- Air pollution from fire pit ashes, Fernald
- Excessive outdoor burning. Asthma concerns. Prairie Ridge SD area.
- Mold, Nevada apartment.
- Abandoned trailers and rubbish at the Home Acres Trailer Park in northeast Nevada. I did a windshield inspection and counted about eight abandoned trailers and did see lots

of rubbish. I forwarded the written complaint to Ricardo Martinez. He said that Nevada Public Safety Department normally takes care of these complaints. They will address the situation as best they giving the circumstances. I offered our department's assistance. As a reminder, the BOH service area includes incorporated areas.

- Rubbish accumulating. Rural property near Story City.
- Open discharge. Near Dartmoor Road.
- Excessive burning. Skycrest SD.

#### Trainings and Meetings

- Jaynes: CCMT meetings, WAWG meetings, IOWWA board meeting, Drug-use recognition training, COVID-19 webinars, HR training
- Bazylnski: COVID-19 webinars, HR training
- Jones: COVID-19 webinars, HR training
- Cory: COVID-19 webinars, ESRI videos,

#### Reviews with Planning & Development

- Izaak Walton League, Rasmusson, Johnson Hill, Anthony Acres, Dotson Farms, Forest Ridge, Fausch, Nevada WWTP, Ames Urban Fringe

#### Miscellany

- Country Living MHP trailer received junking certificate. All set for removal, maybe after pandemic.
- Jones posted for groundwater awareness week.
- Jaynes inspected Crestview lagoon status.
- Cory & Jaynes conducted two coco filter troubleshooting inspections with EcoFlo rep.
- Emergency Operations Center (EOC) has opened, but has not requested help from EH.
- Received Maxwell North CAFO application for master matrix review. Have not received notification from DNR that they have received a complete application yet, so the master matrix review group has not started working on this yet.

Submitted by Margaret C. Jaynes on May 7, 2020