

The Board of Supervisors met on 8/01/17 at 10:00 a.m. in the Story County Administration Building. Members present: Marty Chitty, Lauris Olson, and Rick Sanders with Sanders presiding. (all audio of meetings available at [storycountyowa.gov](http://storycountyowa.gov)).

**USE OF COMMUNITY SERVICE OFFICE SPACE BY NONPROFIT AGENCIES** – Sanders provided background information about available space in the Human Services Center (HSC), located at 126 S. Kellogg Avenue in Ames. Karla Webb, Community Services Director, reported on potential tenants Raising Readers and United Way, and items needed. Sanders spoke about modeling costs on the HSC space used by the Iowa Department of Human Services (DHS). Jean Kresse, United Way, reported on available funds. Discussion took place. Sanders stated a discussion with Facilities to determine actual cost on a square foot basis is necessary. The Board concurred.

**ARC OF STORY COUNTY ANNUAL REPORT** – Tricia Crain, Executive Director, reported on a variety of programs, and a decrease in funding. Chitty asked about the Respite program. Karla Webb, Community Services Director, reported on Respite services. Sanders asked about the Miracle Field. Crain reported soft fundraising is taking place now. There will be a fundraising kick-off in September, and the project is slated to be completed in the fall of 2018.

**MINUTES: 7/25/17 Minutes** – Chitty moved, Olson seconded approval of the minutes as presented. Motion carried unanimously (MCU) on a roll call vote.

**PERSONNEL ACTIONS:** 1) promotion in Sheriff's Office, effective 8/6/17, for Nathan Gruis @ \$1,882.05/bw. Chitty moved, Olson seconded the approval of the personnel actions as presented. Roll call vote. (MCU)

Olson moved, Chitty seconded to remove item #18 for individual consideration and approve the remainder of the Consent Agenda as presented.

1. Tax Suspension Recipients
2. Renewal of Class B Native Wine Permit (WBN) for Montage Hair Design Studio, 2519 Meadow Glen Road, Ames, effective 10/2/17-10/1/18, including Living Quarters
3. Compensation for Medical Examiner Investigators, Amy Fritz and Jess Jessen, \$150.00 each for Mass Fatality Exercise and Disaster-Readiness Planning, effective 8/14/17
4. Contract between Story County Conservation Board and Conservation Corps of Minnesota and Iowa for land management and trail construction projects for \$16,800.00, effective 8/7/17-12/31/17
5. Resolution #18-10, to Disallow Business Property Tax Credits as recommended by the Story County Assessor and the Ames City Assessor
6. Contract between Civic Plus and Information Technology for Story County website redesign for \$27,100.00.
7. Contract for Highway Right-of-Way for Purchase of Permanent Easement in the SE ¼ of the SE ¼ of Section 21 of Washington Township with ISU Foundation – FM-CO85(W21)--55-85
8. Contract for Highway Right-of-Way for Purchase of Permanent Easement in the NE ¼ of the SE ¼ of Section 21 of Washington Township with ISU Foundation – FM-CO85(W21)--55-85
9. Resolution #18-12, to Vacate a Portion of Old Bloomington Road, in Section 30 of Milford Township
10. Resolution #18-13 Setting a Public Hearing for August 15, 2017, to Consider Resolution #18-14, a Resolution to Enter into a Sale Agreement for the Purchase of County Property, Certain Real Property in Zearing, Iowa, for the Amount of \$20,883.06, and Authorize the Signature Upon the Sale Agreement and All Other Necessary Documentation to Effectuate the Purchase by the Chairman of the Board of Supervisors
11. Resolution #18-15, setting the Date and Time for Public Hearing for August 22, 2017, for Amending the Urban Renewal Plan Story County Urban Renewal Area
12. Adopt-A Road Application Renewal, effective 1/1/17-12/31/17, for #95-06, Franklin Happy-Go Luckies 4-H Club on County Road E23 from US Highway 69 to County Road R50
13. Resolution #18-16, Setting a Public Hearing for August 8, 2017, for the Consideration of Proposed Plans, Specifications, and Form of Contract for Generator at the Human Services Center (HSC) and Authorization to Release Invitation for Bids, and Set Bid Opening Date of 8/29/17
14. Quarterly Report and Semi Annual Report: Treasurer
15. Contract with Peterson Contractors, Inc., for Bid Package #1 of the Tedesco Environmental Learning Corridor for \$810,379.50
16. Contract with Proctor Mechanical Corporation for installation of a Canaris Booster Duplex System for the Justice Center for \$37,830.00
17. Utility Permit: #18-17

Roll call vote. (MCU)

18. Revised 28E Agreement for FY18 Animal Control Contract with Cities – Deb Schildroth reported on background information, clarification, and detail on revisions. Olson moved, Chitty seconded the approval of the Revised 28E agreement for FY18 Animal Control Contract with Cities. Roll call vote. (MCU)

**PURCHASE OF 98 ID SCANNERS FOR ELECTION LAPTOPS, ESTIMATED COST \$16,659.01 (UN-BUDGETED)** – Lucy Martin, Auditor, provided background information about election law changes. She stated while not mandatory, scanners will shorten the processing time per voter. In order to familiarize voters and election workers with the scanners, Martin proposes obtaining them to use in the upcoming School and City elections this fall. Voter identification becomes mandatory in calendar year 2018. Martin stated \$20,000.00 for election changes is included in the upcoming budget amendment. She and Deputy Auditor Kevin Norris demonstrated how the scanners work with the Precinct Atlas software. Discussion took place. Chitty moved, Olson seconded the approval of the un-budgeted purchase of no more than \$20,000.00 for 98 ID Scanners for election laptops. Roll call vote. (MCU)

**FACADE IMPROVEMENT GRANT APPLICATION FOR \$6,868.00 SUBMITTED BY THE CITY OF ZEARING FOR PROPERTY LOCATED AT 108 EAST MAIN STREET** – Leanne Harter, County Outreach and Special Projects Manager, reported on program guidelines and eligibility. Total project cost is estimated at \$34,344.00. Harter provided photos, location information, and timeline. The building is owned by the City of Zearing. Ron James, Zearing, spoke in favor of the grant. Sanders reported on amending the program, and commitment to assisting smaller towns. Martin Herr, Zearing City Council, reported on the city's options. PJ McBride, Zearing, spoke in favor of the grant. Discussion took place. Olson moved, Chitty seconded the approval of the Facade Improvement Grant Application for \$6,868.00 Submitted by the City of Zearing for Property located at 108 East Main Street. Roll call vote. (MCU)

**HEALTHIEST STATE ANNUAL WALK** – Rachel Wilson, Human Resources (HR) Intern, reported on the program, to be held in all 99 counties on 10/4/17, to promote health and community participation. Noelle McLatchie, HR Generalist, reported on logistics, including timeframe and routes. She recommends incentives for employees to participate and requested approval for the walk to be included in hours worked. She requested a proclamation from the Board at its 10/3/17 meeting to support and encourage participation. Sanders stated offering refreshments in the Board Room at the end of the walk as employee recognition is a good idea, provided public purpose can be demonstrated. Olson moved, Chitty seconded the approval of the 10/4/17 walk, with work time participation credit, a proclamation, and, if appropriate, up to \$200.00 for employee recognition refreshments for the Healthiest State Annual Walk. Roll call vote. (MCU)

**ENVIRONMENTAL HEALTH QUARTERLY REPORT** – Margaret Jaynes, Director, reported on Board of Health Meeting today to discuss Crestview Mobile Home Park. Jaynes reported on wells, septic systems, inspections, violations, animal confinement operation, training, and special projects.

**LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE**

**SUPERVISORS**: All Board members spoke about participation in the County Fair. Olson reported on transportation and housing meetings. Chitty reported on health, emergency management, and recreation meetings. Sanders reported on a meeting with the Ames City Manager regarding a variety of issues related to annexation. Chitty moved, Olson seconded to adjourn at 11:46 a.m. Roll call vote. (MCU)

Story County  
Board of Supervisors Meeting  
Agenda  
8/1/17

1. CALL TO ORDER: 10:00 A.M.
2. PLEDGE OF ALLEGIANCE:
3. PUBLIC COMMENT #1:  
This comment period is for the public to address topics on today's agenda
4. Discussion And Direction For Use Of Community Service Office Space By Nonprofit Agencies - Karla Webb And Deb Schildroth

Department Submitting Story County Community Services

5. AGENCY REPORTS:

- I. Arc Of Story County Annual Report - Tricia Crain

Department Submitting Auditor

Documents:

SUPERVISOR REPORT.PDF

6. CONSIDERATION OF MINUTES:

- I. 7/25/17 Minutes

Department Submitting Auditor

7. CONSIDERATION OF PERSONNEL ACTIONS:

- I. Action Forms
  - 1) promotion in Sheriff's Office effective 8/6/17 for Nathan Gruis @ \$1,882.05/bw

Department Submitting HR

8. 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 Tax Suspension Recipients

Department Submitting Board of Supervisors

Documents:

SUSPENSION.PDF

- II. Consideration Of Renewal Of Class B Native Wine Permit (WBN) For Montage Hair

Design Studio, 2519 Meadow Glen Rd., Ames, Effective 10/2/17-10/01/18, Including Living Quarters

Department Submitting Auditor

Documents:

LICENSE.PDF

- III. Consideration Of Compensation For Medical Examiner Investigators; Amy Fritz & Jess Jessen For \$150.00/Each For Mass Fatality Exercise And Disaster-Readiness Planning Effective On Monday, August 14, 2017

Department Submitting Auditor

- IV. Consideration Of Contract Between Story County Conservation Board And Conservation Corps Minnesota & Iowa For Land Management And Trail Construction Projects Effective 8/7/17-12/31/17 For \$16,800

Department Submitting Conservation

Documents:

CCI CONTRACT 15271.PDF  
MEMO CCI.PDF

- V. Consideration Of Resolution #18-10, To Disallow Business Property Tax Credits As Recommended By The Story County Assessor And Ames City Assessor

Department Submitting Auditor

Documents:

RESOLUTION 1810.PDF

- VI. Consideration Of Contract Between Civic Plus And Information Technology For Story County Website Redesign For \$27,100.00.

Department Submitting Information Technology

Documents:

STORY COUNTY REDESIGN CONTRACT.PDF

- VII. Consideration Of Contract For Highway Right Of Way For Purchase Of Permanent Easement With ISU Foundation-FM-CO85(W21)--55-85

Department Submitting Engineer

Documents:

ROW CTR ISU FOUNDATION.PDF

VIII. Consideration Of Contract For Highway Right Of Way For Purchase Of Permanent Easement With ISU Foundation-FM-CO85(W21)--55-85

Department Submitting Engineer

Documents:

ROW CTR IA STATE FOUNDATION.PDF

IX. Consideration Of Resolution #18-12, Vacate A Portion Of Old Bloomington Road, Story County Iowa

Department Submitting Engineer

Documents:

OLD BOOMINGTON VACATE 18 12.PDF

X. Consideration Of Resolution #18-13 Setting A Public Hearing For August 15, 2017, To Consider Resolution #18-14, A Resolution To Enter Into A Sale Agreement For The Purchase Of County Property, Certain Real Property In Zearing, Iowa, For The Amount Of \$20,883.06, And Authorize The Signature Upon The Sale Agreement And All Other Necessary Documentation To Effectuate The Purchase By The Chairman Of The Board Of Supervisors

Department Submitting Board of Supervisors

Documents:

RES PUBLIC HEARING.PDF

XI. Consideration Of Resolution #18-15, Setting The Date And Time For Public Hearing For August 22, 2017, For Amending The Urban Renewal Plan Story County Urban Renewal Area

Department Submitting Board of Supervisors

Documents:

RESOLUTION1815SETTINGPUBLICHEARINGAMENDINGPLAN.PDF

XII. Consideration Of Adopt-A Road Application Renewal Effective 1/1/17 Thru 12/31/17 For: A) #95-06, Franklin Happy-Go Luckies 4-H Club On County Road E23 From US Highway 69 To County Road R50

Department Submitting Engineer

Documents:

AAR RENEWAL 95 06.PDF

XIII. Consideration Of Resolution #18-16 Setting Public Hearing For August 8th For The Consideration Of Proposed Plans, Specifications, And Form Of Contract For Generator

At The Human Services Center (HSC) And Authorization To Release Invitation For Bids,  
And Set Bid Opening Date Of 8/29/17

Department Submitting Board of Supervisors

Documents:

RESOLUTION FOR PUBLIC HEARING FOR HSC GENERATOR.PDF

XIV. Consideration Of Quarterly Report And Semi Annual Report: Treasurer

Department Submitting Auditor

Documents:

QUARTERLY REPORT.PDF  
TREAS SEMI ANNUAL.PDF

XV. Consideration Of Contract With Peterson Contractors, Inc For Bid Package #1 Of The  
Tedesco Environmental Learning Corridor For \$810,379.50

Department Submitting Conservation

Documents:

PCI BONDS.PDF  
CERTIFICATE OF INSURANCE.PDF  
ADDITIONAL INSURED ON THE GL.PDF  
BP 1 OWNER CONTRACTOR CONTRACT.PDF  
NOTICE OF AWARD SIGNED.PDF  
PETER 399887.PDF  
OWNER CONTRACTOR AGREEMENT.PDF

XVI. Consideration Of Contract With Proctor Mechanical Corporation For Installation Of A  
Canariis Booster Duplex System For The Justice Center For \$37,830.00

Department Submitting Facilities Mgmt.

Documents:

PROCTOR.PDF

XVII. Consideration Of Utility Permit(S): #18-017

Department Submitting Engineer

Documents:

UT 18 017.PDF

XVIII. Consideration Of Revised 28E Agreement For FY 18 Animal Control Contract With  
Cities

Department Submitting Board of Supervisors

Documents:

28E.PDF

9. PUBLIC HEARING ITEMS:

10. ADDITIONAL ITEMS:

- I. Consideration Of Purchase Of 98 ID Scanners For Election Laptops, Estimated Cost \$16,659.01 (Un-Budgeted) - Lucy Martin

Department Submitting Auditor

Documents:

ZEBRA DS9208 SCANNER.PDF

- II. Consideration Of Facade Improvement Grant Application For \$6,868 Submitted By The City Of Zearing For Property Located At 108 East Main Street - Leanne Harter

Department Submitting Board of Supervisors

Documents:

ZEARING FAC IMP GRANT APPLICATION 2017.PDF

- III. Discussion And Consideration Of Healthiest State Annual Walk - Rachel Wilson & Noelle McLatchie

Department Submitting HR/ Wellness Committee

Documents:

PRESENTATION TO BOSHEALTHIEST STATE ANNUAL WALK.PDF

11. DEPARTMENTAL REPORTS:

- I. Environmental Health Quarterly Report - Margaret Jaynes

Department Submitting Auditor

Documents:

BOS 08 17.PDF

12. OTHER REPORTS:

13. 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.

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

15. ADJOURNMENT:

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

Story County Meeting  
Board of Supervisors  
8/1/17

NAME

ADDRESS

Jean Kresse  
Kim Hanno  
Teresa Gorman  
Margaret Jaynes  
Lucy Maki  
Austyn Harrington  
Paula Webb  
Karen Davis  
Ron James  
Mimi (Gunn)  
Sheryl Speden  
RJ McBride  
Deb Schilder  
Leanne Anter  
Denny Denny  
Steve Carter  
Keith Morgan  
Tom Kees  
Naell Miller

315 Clark Ames  
920 Carroll Ames  
3018 Ecogreen Circle  
Environmental Health  
Auditor  
Ames Tribune  
Community Services  
105 W Main Zearing  
12711 710th Ave Zearing  
130 S. Sheldon Ames  
1414 Wheeler - Ames  
13927 W Main 50278  
BOS Office  
Box  
APNC  
15119  
Story EMA  
101 S. Main St Poland

The Arc of Story County continues to receive funding for four programs and has added a fifth program, Project SEARCH for next fiscal year.

Our Special Recreation Program, Active Lifestyles, continues to thrive in large part from the funding we receive from Story County, the City and United Way. We are serving almost 200 athletes this year. We have added unified golf and unified cheerleading to our list of activities, and we now have two staff overseeing this program. We do exhaust our funds in early Spring each year. People with disabilities in Story County have grown to know Active LifeStyles programs as a safe, social and healthy activity to which they can participate, grow and be contributing members in our community.

The Respite program gives parents or the primary in-home care provider a much needed break or respite. Our respite funding has decreased over the past two years due to not being able to access funding from CICS. We have not accessed this funding stream for two years and do not anticipate doing so in the future.

The United Way of Story County is the only ASSET funder that supports us financially as The Arc advocates for people with disabilities. We have added "Raising Awareness" events to educate our members and self-advocates on issues that are important to them. In partnership with Friendship Ark Homes and ID Action, we hosted a voter training prior to the November elections. In September, we co-hosted with NAMI, our bi-annual candidate forum.

Last August, The Arc partnered with Iowa State and Iowa Vocational Rehabilitation Services to bring Project SEARCH to Story County. Project SEARCH is a nine-month long employment training program for individuals with intellectual and development disabilities. The participants receive classroom instruction coupled with three different internship rotations through the College of Human Sciences. Project SEARCH is a national program with an employment success rate of 92%. The Arc is not a typical employment provider. We saw a need in the community and researched the best program. IVRS will continue to provide funding for the internship portion of the nine month long program. This program has allowed us to meet the emerging needs of our participants and meet a growing need in our county for quality employment services for people with intellectual and developmental disabilities.

The Arc has also been an integral member of getting the Inclusive Playground and Miracle Field to fruition in Story County. Regardless of whether one is in a wheelchair or has an intellectual disability, all people want and deserve the right to play, which is vital part of development and inclusion.

As always, it is a privilege for The Arc to provide services in Story County and use those services to assist others in living a life that the rest of us may take for granted.

Tricia Crain, Executive Director

# MEMO

**To:** Noelle McLatchie, Alissa Wignall  
**From:** Rhonda Sykes, Property Tax Supervisor  
**Subject:** Tax Suspension Recipients  
**Date:** July 19, 2017

The following is a list of tax suspension recipients who must be verified for continued eligibility by the Board of Supervisors:

Boryca, Pam  
 202 - 1<sup>st</sup> Street  
 Huxley, IA 50124  
 1326230230 *eligible*

Campbell, Susanne  
 305 Center St  
 Cambridge IA 50046-8596  
 1421450120 *eligible*

Corbin, Dennis  
 19513 Winchester Ave  
 Nevada IA 50201  
 0722412100 *not eligible as of 7/1/17*

Leonard, Ruth  
 1056 C Avenue  
 Nevada, IA 50201  
 1107442180 *eligible*

Mohmand, Kubra  
 1331 Harding Avenue  
 Ames, IA 50010  
 0534478100 *eligible*

Peters, Betty  
 1314 Jefferson St  
 Ames IA 50010  
 0527403080 *eligible*

Rahfeldt, Roger  
 327 Grand Avenue  
 Story City, IA 50248  
 0112385260 *eligible*

**APPROVED** **DENIED**  
 Board Member Initials: RS  
 Meeting Date: 8-1-17  
 Follow-up action: \_\_\_\_\_

*Thanks, Angela Cress, IMS*

**Applicant License Application ( WBN000352 )**

<b>Name of Applicant:</b> <u>Connie L. Hardy</u>		
<b>Name of Business (DBA):</b> <u>Montage Hair Design Studio</u>		
<b>Address of Premises:</b> <u>2519 Meadow Glen Road</u>		
<b>City</b> <u>Ames</u>	<b>County:</b> <u>Story</u>	<b>Zip:</b> <u>50014</u>
<b>Business</b>	<u>(515) 292-3429</u>	
<b>Mailing</b>	<u>2519 Meadow Glen Road</u>	
<b>City</b> <u>Ames</u>	<b>State</b> <u>IA</u>	<b>Zip:</b> <u>50014</u>

**Contact Person**

<b>Name</b> <u>Connie L. Hardy</u>	
<b>Phone:</b> <u>(515) 292-3429</u>	<b>Email</b> <u>chardy203@mchsi.com</u>

**Classification** Class B Native Wine Permit (WBN)

**Term:** 12 months

**Effective Date:** 10/02/2016

**Expiration Date:** 10/01/2017

**Privileges:**

Class B Native Wine Permit (WBN)

Living Quarters

**APPROVED** **DENIED**  
**Board Member Initials:** AS  
**Meeting Date:** 8-1-17  
**Follow-up action:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Status of Business**

<b>BusinessType:</b> <u>Sole Proprietorship</u>	
<b>Corporate ID Number:</b>	<b>Federal Employer ID</b> <u>Applied For</u>

**Ownership**

**Connie Hardy**

**First Name:** Connie

**Last Name:** Hardy

**City:** Ames

**State:** Iowa

**Zip:** 50014

**Position:** Owner/Stylist

**% of Ownership:** 100.00%

**U.S. Citizen:** Yes

**Charles Hurburgh**

**First Name:** Charles

**Last Name:** Hurburgh

**City:** Ames

**State:** Iowa

**Zip:** 50014

**Position:** spouse

**% of Ownership:** 0.00%

**U.S. Citizen:** Yes

**Insurance Company Information**

<b>Insurance Company:</b>
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**Michelle L. Bellile**

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*Additional doc's attached for effective date*

**From:** Jamie Weydert <jweydert@mcfarlandclinic.com>  
**Sent:** Monday, July 24, 2017 8:52 AM  
**To:** Michelle L. Bellile  
**Cc:** Martin R. Chitty  
**Subject:** Re: Mass Fatality exercise

I won't be at the board meeting.

My request is more of a courtesy/heads-up to the BOS, as reimbursement for ME-investigators training time was agreed upon a few years back by then BOS Sanders/Toot/Clinton during a budgeting session./jw

Sent from my iPhone

On Jul 24, 2017, at 8:43 AM, Michelle L. Bellile <[MBellile@storycountyiowa.gov](mailto:MBellile@storycountyiowa.gov)> wrote:

I added for additional items for the August 1<sup>st</sup> meeting at 10:00 am, but as a consideration and discussion. I will need to know if Jamie will present to the Board or if you are going to Marty?

**From:** Martin R. Chitty  
**Sent:** Monday, July 24, 2017 8:23 AM  
**To:** Michelle L. Bellile <[MBellile@storycountyiowa.gov](mailto:MBellile@storycountyiowa.gov)>  
**Subject:** FW: Mass Fatality exercise

Would like this on the Aug 1<sup>st</sup> mtg please.  
M

**APPROVED** **DENIED**  
**Board Member Initials:** MS  
**Meeting Date:** 8-1-17  
**Follow-up action:** \_\_\_\_\_

**From:** Jamie Weydert [<mailto:jweydert@mcfarlandclinic.com>]  
**Sent:** Friday, July 21, 2017 11:50 AM  
**To:** Martin R. Chitty <[MChitty@storycountyiowa.gov](mailto:MChitty@storycountyiowa.gov)>  
**Cc:** Keith W. Morgan <[KMorgan@storycountyiowa.gov](mailto:KMorgan@storycountyiowa.gov)>  
**Subject:** Mass Fatality exercise

Hi Marty -

Keith Morgan is putting together a mass fatality exercise for the purposes of finding gaps in our mass fatality plan and for disaster-readiness on the part of the Medical Examiner; we have not yet scheduled it but I anticipate it happening within the next month or so. This exercise will involve me, Amy Fritz ME-I, and Jess Jessen ME-I. My time involved with this activity is covered under the stipend that is paid to McFarland Clinic for my ME services. Amy and Jess will however need to be appropriately compensated for their time, therefore I will be asking the county to reimburse each ME-Investigator \$150.00 for their participation in this important activity. If you think there will be any problem with that request, please let me know.

Also, once we get it scheduled, I would invite you to attend if you are available, so that you can see first hand the challenges we have in preparing for mass fatality management.

Enjoy your weekend!/jw



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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](mailto:conservation@storycounty.com)  
[www.storycountyconservation.org](http://www.storycountyconservation.org)

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### Memorandum

To: Story County Board of Supervisors

From: Michael D. Cox, Director

Date: August 1, 2017

Re: Consideration of Fee-For-Service Work Order between Story County and Conservation Corps Minnesota & Iowa for Natural Resource and Park Infrastructure Work in Story County Parks and Wildlife Areas for \$16,800

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The attached contract secures the services of Conservation Corps of Iowa & Minnesota to perform natural resource stewardship and park infrastructure work in Story County Conservation parks and wildlife areas. CCI will provide 16 crew days @ \$1,050/day to remove invasive species in various parks and replace trail stairs at Hickory Grove Park and McFarland Park.

This is a budgeted expense in FY18.

Staff urges your approval of this Work Order.

**FEE-FOR-SERVICE WORK ORDER BETWEEN**  
Story County Conservation Board  
56461 180<sup>th</sup> St.  
Ames, IA 50010  
**AND CONSERVATION CORPS MINNESOTA & IOWA**  
**Project Number: 15271**

This work order, and amendments and supplements thereto, subject to the Laws of Minnesota is by and between CONSERVATION CORPS MINNESOTA & IOWA, 60 Plato Blvd E #210, St. Paul, MN 55107 (hereafter referred to as "THE CORPS") and Story CCB (hereafter referred to as "PURCHASER").

Description and scope of work for the project: Various natural area land management and trail construction projects throughout Story CCB.

THE CORPS represents that it is duly qualified and agrees to provide the services described in this contract.

**TERM OF CONTRACT**

- 1.1 **Effective date:** 7/1/2017, or the date THE CORPS obtains all required signatures, whichever is later.
- 1.2 **Expiration date:** 12/31/2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

**DUTIES OF THE CORPS**

- 2.1 Complete services as specified in Exhibit A, which is attached hereto, and shall be a part of this contract.
- 2.2 Enroll and supervise AmeriCorps members in accordance with program guidelines.
- 2.3 Provide basic orientation and training as appropriate for corpsmembers.
- 2.4 Provide consultation and on-site project review to ensure that service is progressing in accordance with this work order and program guidelines.
- 2.5 Provide personnel and payroll administration for corpsmembers.
- 2.6 Provide all necessary transportation of corpsmembers to and from service sites.
- 2.7 Provide basic tools, safety gear, personal supplies and equipment needed by corpsmembers to meet all PURCHASER and federal safety requirements.
- 2.8 Provide professional liability and worker's compensation insurance for all corpsmembers.
- 2.9 Track services completed and make this information available to PURCHASER upon request.

**DUTIES OF PURCHASER**

- 3.1 Provide on-site project specific direction and assistance to the corpsmember(s).
- 3.2 Provide at least one media promotion to the public stating that the services(s) are being performed by THE CORPS. Any publicity regarding the subject matter of this work order must not be released without prior approval from the Corps' Authorized Representative.
- 3.3 Ensure safe working conditions in and around project areas that meet all PURCHASER and federal standards.
- 3.4 Secure all local, county, and federal permits required by law prior to the commencement of work.
- 3.5 Provide Conservation Corps Crew with training and educational opportunities relevant to the services being performed. This includes an on-site project overview at the outset of the project which outlines project background, goals and overall outcomes expected as a result of the crew's efforts.
- 3.6 Provide specialized tools, safety gear, personal supplies and equipment that are not available through the Corps that is needed by corpsmembers to meet all PURCHASER and federal safety requirements.
- 3.7 Assist in the acquisition of camping/lodging accommodations if necessary.
- 3.8 Provide all project materials, supplies and chemicals.

**PAYMENT**

- 4.1 PURCHASER will pay THE CORPS for services performed by THE CORPS.
- 4.2 PURCHASER's obligation to THE CORPS under this contract is up to a maximum of \$16,800, based on the

following fee schedule: 16 crew days x 5 members/crew x \$1,050/day/crew.

- 4.3 THE CORPS may invoice monthly. THE CORPS shall send final invoice to PURCHASER upon service completion.
- 4.4 PURCHASER shall make payment within 30 days of receipt of invoices.

#### CANCELLATION

- 5.1 This contract may be cancelled by the PURCHASER or THE CORPS at any time, with or without cause, upon 30 days written notice to the other party. In the event of such cancellation, THE CORPS shall be entitled to payment for services performed.
- 5.2 THE CORPS reserves the right to withdraw corpsmembers from PURCHASER for emergency response work including, but not limited to, natural disasters and wild fire response. Reasonable efforts will be made to accommodate the needs of the PURCHASER. PURCHASER has no funding commitment to THE CORPS for services completed while corpsmembers have been withdrawn from PURCHASER for emergency response. PURCHASER shall remain liable for payment for services that THE CORPS provides to PURCHASER.

#### AUTHORIZED REPRESENTATIVES

- 6.1 THE CORPS's Authorized Representative is Mark Wilson, or his/her successor.
- 6.2 The PURCHASER's Authorized Representative is *Mike Cox*, or his/her successor.

#### AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

- 7.1 Any amendments to this contract shall be in writing and shall be executed by the same parties who executed the original contract or their successors in office.
- 7.2 If THE CORPS fails to enforce any provision of this contract, that failure does not waive the provision or its right to enforce it.

#### INDEMNITY & INSURANCE REQUIREMENTS

- 8.1 To the fullest extent permitted by law, PURCHASER will defend, indemnify and hold harmless THE CORPS from any and all claims for bodily injury and property damage including the loss of use of property resulting therefrom, which arise or are in any way connected with the work performed, materials furnished or services provided by THE PURCHASER; THE PURCHASER's subcontractors or anyone employed directly or indirectly by any of them under this agreement as each party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts and omissions of the other party and the results thereof.
- 8.2 To the fullest extent permitted by law, THE CORPS will defend, indemnify and hold harmless PURCHASER from any and all claims for bodily injury and property damage including the loss of use of property resulting therefrom, which arise or are in any way connected with the work performed, materials furnished or services provided by THE CORP; THE CORPS's subcontractors or anyone employed directly or indirectly by any of them under this agreement as each party shall be responsible for its own acts and omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts and omissions of the other party and the results thereof.
- 8.3 THE CORPS's is not obligated to indemnify and defend PURCHASER or owner for claims due to the sole negligence or willful misconduct of PURCHASER. Any obligations assumed pursuant to this agreement will not be construed to negate, abridge or reduce other rights or obligations of indemnity, which otherwise exist as to a party or person described in this agreement.
- 8.4 THE PURCHASER's is not obligated to indemnify and defend THE CORPS or owner for claims due to the sole negligence or willful misconduct of THE CORPS. Any obligations assumed pursuant to this agreement will not be construed to negate, abridge or reduce other rights or obligations of indemnity, which otherwise exist as to a party or person described in this agreement.
- 8.5 Applicable only if Corps staff or corps members will be operating motor vehicles owned, leased or rented by PURCHASER: The PURCHASER must provide to THE CORPS certificates of insurance showing

CONSERVATION CORPS MINNESOTA & IOWA as an Additional Insured for Automobile Liability and include a Waiver of Subrogation in favor of THE CORPS.

**GOVERNING LAW, JURISDICTION, AND VENUE**

9.1 Minnesota law, without regard to its choice-of-law provisions, governs this contract. Venue for all legal proceedings out of this contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**DUPLICATION, DISPLACEMENT, SUPPLANTATION**

- 10.1 Conservation Corps crews are subject to the provisions of 42 V.S.C. §§ 12501 - 12682 and 45 C.F.R. parts 2500 - 2550. These laws require, in part, that AmeriCorps assistance not result in:
  - 10.1.1 Duplication of an activity otherwise available in the locality of the program or would otherwise be performed by an employee as part of the employee's assigned duties.
  - 10.1.2 Displacement of currently employed workers or workers on seasonal layoff or layoff from a substantially equivalent position, including partial displacement such as reduction in hours of non-overtime work, wages, or other employment benefits.
  - 10.1.3 Termination or layoff of employees.
  - 10.1.4 Infringement on the promotional opportunity of an employee or infringement on services performed by an employee as part of the employee's assigned duties.
  - 10.1.5 Supplanting the hiring of employed workers.
  - 10.1.6 Infringement on the assignments of any presently employed worker; an employee who recently resigned or was discharged; an employee who is on leave, on strike, being locked out, subject to a reduction in force, or has recall rights subject to a collective bargaining agreement or applicable personnel procedure.

IN WITNESS WHEREOF, the parties have caused this contract to be duly executed intending to be bound thereby.

**PURCHASER:**

PURCHASER certifies that the appropriate person(s) have executed this contract on behalf of PURCHASER as required by applicable articles, by-laws, resolutions, or ordinances.

**CONSERVATION CORPS:**

THE CORPS certifies that the appropriate person(s) have executed this contract on behalf of THE CORPS as required by applicable articles, by-laws, resolutions, or ordinances.

By:	
Title:	Chair BOS
Date:	8-1-17

By:	
Title:	Iowa Program Manager
Date:	6/26/2017

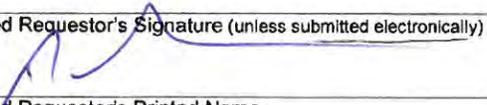
**CONSERVATION CORPS IOWA  
PROJECT REQUEST FORM**  
[www.conservationscorps.org](http://www.conservationscorps.org)



<b>Project Host Agency/Organization</b> Story CCB		<b>Date</b>
<b>Project Contact Person</b> Luke Feilmeier	<b>Contact Address</b> 67464 250 <sup>th</sup> Colo, IA 50056	<b>Telephone No</b> 515-598-2747
		<b>E-mail Address</b> lfeilmeier@storycountyiowa.gov
<b>Name of Project</b> Natural Areas Management and Park Infrastructure w/ Story CCB	<b>Project Address (Area, Park, County, etc)</b> Story CCB Parks and Natural Areas	
<b>Project Location (Area, Site, etc – include map and/or directions to provide to Crew):</b> Various		
<b>Purpose or Reason for Project:</b> Restoration for priority natural areas management; necessary park and trail improvements		
<b>Detailed Explanation of Project:</b> Trail and stair construction project at Hickory Grove and/or McFarland Park; natural resource stewardship in various parks and natural areas including but not limited to invasive brush and tree removal, herbicide application, and prairie seed harvest		
<b>Will technical assistance and/or training be provided by the requesting agency?</b>		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No   (If Yes, answer 1-3)
<b>1) Name of Person</b> Amy Y; Luke F.	<b>2) Position or Title</b> NAM; Park Ranger	<b>3) Time commitment</b> As needed
<b>Will requesting agency provide a work site orientation, project overview and history, or any other applicable on-site training for the crew?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Crew Type:</b> <input checked="" type="checkbox"/> Young Adult crew (5 members in size including Crew Leader. Available Mid-February thru Mid-December)		
<b>Estimated number of days required</b> 16	<b>Season best suited for project</b> Late summer; fall	<b>Dates Preferred</b> As available
<b>Can project be accomplished intermittently?</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>Requesting Agency's/Division's Priority for this Project (Explanation):</b>		
<b>Amount and source of funding to support this project:</b> \$16,000; operating budget and grants/donations		

<p><b>Alternate work plan in event of adverse weather (if applicable):</b> Park or IRVM projects</p>
<p><b>What safety concerns are related to this project? (Potential "watch-out" situations) List any specialty safety equipment needed:</b> Chainsaw PPE; driving hazards</p>
<p><b>Do Cell phones work at the project site? If not, what communication system will be used in case of emergency?</b></p> <p>Yes</p>
<p><b>List all types of hand tools required for project:</b> Call prior to scheduled days...</p>
<p><b>List all types of power equipment required for project:</b> Call prior to scheduled days...</p>
<p><b>Can requesting agency provide specialized equipment if required for project?</b>    <input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p>
<p>DEADLINE FOR CONSERVATION CORPS IOWA RESPONSE (date &amp; time): - As needed-</p>

Submitted by:

<p>Authorized Requestor's Signature (unless submitted electronically)</p> 	<p>Date</p> <p>6/26/17</p>
<p>Authorized Requestor's Printed Name</p> <p>Luke Feilmeier</p>	<p>Title</p> <p>6/26/2017</p>

BOARD OF SUPERVISORS RESOLUTION #18-10  
TO DISALLOW BUSINESS PROPERTY TAX CREDIT  
AS RECOMMENDED BY THE  
STORY COUNTY ASSESSOR AND AMES CITY ASSESSOR

WHEREAS, Code of Iowa Chapter 426C provides a business property tax credit for qualifying parcels; and

WHEREAS, the Ames City Assessor's Office and Story County Assessor's Office recommends the attached list of parcels be disallowed for the 2017 Business Property Tax Credit as defined by Code of Iowa Section 426C.3(4)

THEREFORE, BE IT RESOLVED by the Story County Board of Supervisors that the attached list of parcels is disallowed the 2017 Business Property Tax Credit per Code of Iowa Chapter 426C.

APPROVED THIS 1ST DAY OF AUGUST, 2017 AT NEVADA, STORY COUNTY, IOWA.

MOTION BY: Olson SECONDED BY: Chitty

THOSE VOTING AYE: Olson, Chitty, Sanders

THOSE VOTING NAY: None

THOSE NOT VOTING: None THOSE ABSENT: None

IT WAS HEREBY RESOLVED ON THE 1ST DAY OF AUGUST, 2017 AT NEVADA, STORY COUNTY, IOWA.

  
CHAIRPERSON, BOARD OF SUPERVISORS

  
STORY COUNTY AUDITOR

**Ames City Assessor's Recommendation  
To  
Disallow Business Property Tax Credits For 2017**

2017	Owner Name	Parcel ID(s)	Property Address(es)	Reason For Disallowance
Late	Adi Inc. (Nancy S. Buroy)	09-11-176-048	108 S 5th St	Application was received late; received by mail 07/05/2017
	Cyclone Inns LLC	09-09-199-005	2303 Chamberlain St	Application was received late; received by mail 07/07/2017
	Cyclone Inns LLC	09-09-199-010	2307 Chamberlain St	Application was received late; received by mail 07/07/2017
Late	Cyclone Inns LLC	09-09-199-015	2309 Chamberlain St	Application was received late; received by mail 07/07/2017



Application for Business Property Tax Credit

Iowa Code Chapter 426C.3

Initial Application  Reapplication By Owner Only

This application must be received by the city or county assessor where the property is located by July 1. An application received after July 1 will be considered as an application for the following year. Contact information for all assessors can be found at the Iowa State Association of Assessors website: www.Iowa-Assessors.org.

Applicant/Owner Contact Information-Please Print

Name: Delaware Cyclone Inns, LLC Attn: Daniel Stevenson  
Mailing Address: 40 Gilbane Development Company, 7 Jackson Walkway, Providence, RI 02903  
Phone: (401) 456-5541 eMail: dpstevenson@gilbaneco.com

Date: 6/27/2017 City/County Assessing Jurisdiction Ames City Assessor

Owner's Name: CYCLONE INNS LLC

Parcel Number	Property Address	Parcel Number	Property Address
0909199005	2303 CHAMBERLAIN ST AMES	0909199015	2309 CHAMBERLAIN ST AMES
0909199010	2307 CHAMBERLAIN ST AMES		

I certify that this parcel, or property unit, as defined in Iowa code section 426C.1, is classified and taxed as commercial, industrial or railway property under chapter 434. I certify that the property is not rented or leased to low-income individuals or families as authorized by section 42 of the Internal Revenue Code.

I certify that the property/property unit indicated above is not a mobile home park, manufactured home community, land-leased community, or assisted living facility, as those terms are defined in section 441.21, subsection 13, or property primarily used or intended for human habitation containing three or more separate dwelling units and not eligible for the credit.

I certify the property unit identified above is eligible for the credit.

Signature: [Signature] Date: 7/3/17  
Written notification must be given to the assessor if this property unit ceases to qualify for the credit.

Office Use Only: Assessment Year Applicable: 2017 2018  
RECEIVED OR FILED  
JUL 07 2017  
JKH

Assessor or Authorized Representative:  
I recommend that the application be: allowed:  disallowed:

Signed: Judy K. Hammar Date: 7/10/17 AMES CITY ASSESSOR'S OFFICE  
Board of Supervisors: allowed:  disallowed:  Date: Ship Date - 7/6/17

County # \_\_\_\_\_ Year of Application: \_\_\_\_\_ Unit #: \_\_\_\_\_  
# of Parcels: \_\_\_\_\_ Sequence: \_\_\_\_\_



CITY OF  
Ames

515 Clark Avenue  
Ames, Iowa 50010  
Phone (515) 239-5370  
Fax (515) 239-5376

July 10, 2017

Cyclone Inns LLC  
Attn: Daniel Stevenson  
7 Jackson Walkway  
Providence, RI 02903

Dear Mr. Stevenson:

We received your application for Business Property Tax Credit. As per Iowa Code Chapter 426C.3, the application must be received in our office by July 1. Since it was received after July 1 it will be considered as an application for next year.

You will find enclosed a copy of your received application.

Sincerely,

Judy K. Heimerman  
Appraisal Technician

Enclosure

Ames City Assessor's Office  
[www.AmesAssessor.org](http://www.AmesAssessor.org)

515.239.5370 *main*  
515.239.5376 *fax*

515 Clark Ave.  
Ames, IA 50010  
[www.CityofAmes.org/Assessor](http://www.CityofAmes.org/Assessor)

# FedEx® Express

ORIGIN ID: PVGA (401) 456-5612  
JM MCCURDY  
GILBANE DEVELOPMENT COMPANY  
7 JACKSON WALKWAY  
PROVIDENCE, RI 02903  
UNITED STATES US

SHIP DATE: 06 JUL 17  
ACTWGT: 1.00 LB  
CAG: 41408990NET3850  
BILL SENDER

TO GREGORY P. LYNCH  
AMES CITY ASSESSOR'S OFFICE  
515 CLARK AVE

AMES IA 50010

(515) 239-5370  
NAY  
PO

REF AMES

DEPT

NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



FRI - 07 JUL 3:00P  
STANDARD OVERNIGHT

TRK# 7795 6834 7890  
0201

XH AMWA

50010  
IA-US DSM



EXIT  
10 20  
0801  
B  
15:00  
3  
74  
132

< Insert shipping document here.

FedEx® Tracking

779568347890

Ship date  
Thu 7/06/2017

PROVIDENCE, RI US

**Delivered**

By delivery MADAIR

Actual delivery  
Fri 7/07/2017 9:54 am

AMES, IA US

Travel History

Date/Time	Activity	Location
- 7/07/2017 - Friday		
9:54 am	Delivered	AMES, IA
8:53 am	On FedEx vehicle for delivery	AMES, IA
8:36 am	At local FedEx facility	AMES, IA
5:56 am	At destination sort facility	AMES, IA
4:43 am	Departed FedEx location	AMES, IA
- 7/06/2017 - Thursday		
11:42 pm	Arrived at FedEx location	AMES, IA
8:05 pm	Left FedEx origin facility	AMES, IA
6:30 pm	Pickup	AMES, IA
12:30 pm	Shipment information sent to FedEx	AMES, IA

Shipment Facts

<b>Tracking number</b>	779568347890	<b>Service</b>	FedEx Standard Overnight®
<b>Weight</b>	0.5 lbs / 0.23 kgs	<b>Delivered To</b>	Mailroom
<b>Total pieces</b>	1	<b>Total shipment weight</b>	0.5 lbs / 0.23 kgs
<b>Terms</b>	Shipper	<b>Shipper reference</b>	Ames
<b>Packaging</b>	FedEx Envelope	<b>Special handling section</b>	Deliver Weekday
<b>Standard transit</b>	7/07/2017 by 3:00 pm		



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[Small Business Center](#)  
[Service Guide](#)  
[Customer Support](#)

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ASK FEDEX



Application for Business Property Tax Credit

Iowa Code Chapter 426C.3

Initial Application  Reapplication By Owner Only

This application must be received by the city or county assessor where the property is located by July 1. An application received after July 1 will be considered as an application for the following year. Contact information for all assessors can be found at the Iowa State Association of Assessors website: www.iowa-Assessors.org.

Applicant/Owner Contact Information-Please Print

Name: Aldi Inc. (Minnesota)
Mailing Address: 4201 Bagley Ave. N., Faribault, MN 55021
Phone: (507) 333-9460 eMail: ap.far@aldi.us

Date: 6/27/2017 City/County Assessing Jurisdiction: Ames City Assessor
Owners Name: Nancy S. Bundy (ALDI INC) jkh
Parcel Number: 0911176046 Property Address: 108 S 5TH ST AMES

RECEIVED OR FILED

JUL 05 2017

AMES CITY ASSESSOR'S OFFICE
UPS - Shipped 6/30/17

I certify that this parcel, or property unit, as defined in Iowa code section 426C.1, is classified and taxed as commercial, industrial or railway property under chapter 434. I certify that the property is not rented or leased to low-income individuals or families as authorized by section 42 of the Internal Revenue Code.

I certify that the property/property unit indicated above is not a mobile home park, manufactured home community, land-leased community, or assisted living facility, as those terms are defined in section 441.21, subsection 13, or property primarily used or intended for human habitation containing three or more separate dwelling units and not eligible for the credit.

I certify the property unit identified above is eligible for the credit.

Signature: [Handwritten Signature] Date: 6/30/17

Written notification must be given to the assessor if this property unit ceases to qualify for the credit.

Office Use Only: Assessment Year Applicable: 2017

Assessor or Authorized Representative

I recommend that the application be: allowed: [checked] disallowed:

Signature: [Handwritten Signature] Date: 7/3/17

Board of Supervisors: allowed: disallowed: Date:

County #: Year of Application: Unit #:

# of Parcels: Sequence:

TYL

54-024a (03/06/17)

July 7, 2017

Aldi, Inc.  
4201 Bagley Ave N  
Faribault, MN 55021

Dear Property Owner(s),

We received your application for Business Property Tax Credit. As per Iowa Code Chapter 426C.3, the application must be received in our office by July 1. Since it was received after July 1 it will be considered as an application for next year.

You will find enclosed a copy of your received application.

Sincerely,

Judy K. Heimerman  
Appraisal Technician

Enclosure

RECEIVED OR FILED

AMES CITY  
ASSESSOR'S OFFICE

171804 REV. 2/10 LPS  
P. UP  
S. UP2  
I. IIP  
12V49258039094 5222  
BBB-4732

AMES IA 50010-6122

AMES CITY ASSESSOR & OFFICE  
515 CLARK AVE

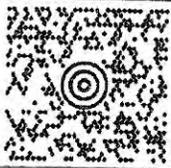
ALDI  
5073339460 113  
4201 BAGLEY AVE N  
PARIBAULT MN 55021

1 LBS

1 OF 1

DWT: 12.9.1

SHIP TO:  
AMES CITY ASSESSOR'S OFFICE  
515 CLARK AVE.  
AMES IA 50010-6135

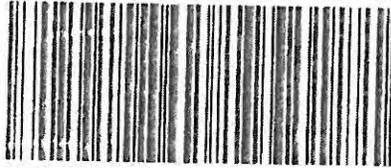


IA 500 0-01



UPS GROUND

TRACKING #: 1Z V49 258 03 9094 5222



BILLING: P/P

QUICK START ▾



[Home \(/us/en/Home.page?\)](#) > [Tracking \(/us/en/services/tracking.page?\)](#) > Track & Tracking History

## Tracking Detail

1ZV492580390945222

Delivered

**Delivered On:**

Wednesday, 07/05/2017 at 1:57 P.M.

**Left At:**

Front Desk

**Received By:**

CASEY

**Proof of Delivery**

What time will your package be delivered to your home? Get **FREE** estimated Delivery Windows on most UPS packages.

**Continue**

[I am already a UPS My Choice® Member](#)

**SHIPMENT PROGRESS**

**ADDITIONAL INFORMATION**

<b>Shipment Category:</b>	Package
<b>Shipped/Billed On:</b>	06/30/2017
<b>Weight:</b>	1.00 lb

**CivicPlus Redesign Sale Form**

**Organization** Story County, IA **URL** <http://www.storycountyiowa.gov>

**Street Address** 900 6<sup>th</sup> Street

**Address 2**

**City** Nevada **State** IA **Postal Code** 50201

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays). Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for ensuring CivicPlus has current updates.

**Emergency Contact & Mobile Phone**

**Emergency Contact & Mobile Phone**

**Emergency Contact & Mobile Phone**

**Billing Contact**  **E-Mail**

**Phone**  **Ext.**  **Fax**

**Billing Address**

**Address 2**

**City**  **ST**  **Postal Code**

**Tax ID #**  **Sales Tax Exempt #**

**Billing Terms**  **Account Rep** Julia Brown

**Info Required on Invoice (PO or Job #)**

**Contract Contact**  **Email**

**Phone**  **Ext.**  **Fax**

**Project Contact**  **Email**

**Phone**  **Ext.**  **Fax**

--Remainder of this page left intentionally blank--

**CivicPlus Redesign Project Deliverables**

CivicPlus Project Development Services & Scope of Services for CP Advanced Redesign		
Design & Project Overview	Annual Fee	One Time Fee
<ul style="list-style-type: none"> <li>• New responsive design presented on Aurora</li> <li>• Redevelop navigation method (may choose top drop-down or other options)</li> <li>• Design setup – wireframe</li> <li>• Print this page option</li> <li>• Email this page option</li> <li>• Breadcrumbs</li> <li>• Sitemap</li> <li>• Redevelop graphic elements of website (Newsflash, FAQs, Calendar, etc.)</li> <li>• Project Management</li> <li>• Testing</li> <li>• Review</li> <li>• Content                             <ul style="list-style-type: none"> <li>○ Includes migrating of all existing content and retouching of published pages to ensure new site styles are applied and modules are related to feature columns.</li> <li>○ Contact information will be moved to an info advanced area if previously formatted in a right contact layout.</li> <li>○ Pages will be moved to coordinate with new menu structure</li> <li>○ Content Optimization services to ensure content is responsive and meets standard accessibility standards and best practices</li> </ul> </li> </ul> <p><b>Note:</b> Content will be reformatted and broken up (shortened or re-sectioned) for usability and consistency. No new content will be developed during this process.</p> <ul style="list-style-type: none"> <li>• Spelling and broken links will be checked and updated by our team where possible. Additional report will be provided to client</li> <li>• Six hours of webinar group training for 2 people that will be scheduled during the project with other client participants</li> <li>• Inclusion of all standard modules (see follow page for complete list)</li> </ul>	<b>\$2,300</b>	<b>\$13,800</b>
<b>Add-On Options</b>		
4 (8 hour) days of On-Site training, agenda to be set with client prior to on-site time	<i>\$11,000</i>	<b>\$11,000</b>
<b>Annual Increase</b>	<b>\$2,300</b>	
<b>Total One-Time Fee</b>		<b>\$24,800</b>
<b>Total Due upon signing (depends on payment terms)</b>	<b>\$27,100</b>	



## Service & License Agreement for Story County, IA

1. Performance under this Redesign Sales Form is subject to the terms and conditions of the original website development contract between CivicPlus and Story County, IA.
2. The Total Fees for Year 1 will be invoiced upon agreement signing.
3. Invoicing for Year 2 Annual Services begins one (1) year from agreement signed and are subject to 5% annual increase year 3 and beyond.
4. After initiation of this CP Advanced Redesign Package contract, Client will begin building eligibility for a CP Basic redesign. After 48 months under the terms of this contract and associated pricing, Client will be fully eligible for a CP Basic Redesign.
5. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

### Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

8-1-17

Date

CivicPlus

7/26/2017

Date

**Sign and E-mail the entire contract with exhibits to:**

[Contracts@CivicPlus.com](mailto:Contracts@CivicPlus.com)

We will e-mail a counter-signed copy of the contract back to you so we can begin your project.

**CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:**

CivicPlus Contract Manager  
302 S. 4<sup>th</sup> Street, Suite 500  
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.



**Project Development and Deployment Includes the Following:**

<b>Modules</b>	<b>Functionality</b>
<ul style="list-style-type: none"> <li>• Agenda Center</li> <li>• Alerts Center &amp; Emergency Alert Notification</li> <li>• Archive Center</li> <li>• Bid Postings</li> <li>• Blog</li> <li>• Business/Resource Directory</li> <li>• Calendar</li> <li>• Citizen Request Tracker™ (5 users)</li> <li>• Community Connection</li> <li>• Community Voice™</li> <li>• Document Center</li> <li>• ePayment Center</li> <li>• Facilities &amp; Reservations</li> <li>• Frequently Asked Questions</li> <li>• Forms Center</li> <li>• Intranet</li> <li>• Job Postings</li> <li>• My Dashboard</li> <li>• News Flash</li> <li>• Notify Me® email and 500 SMS subscribers</li> <li>• Photo Gallery</li> <li>• Quick Links</li> <li>• Spotlight</li> <li>• Staff Directory</li> </ul>	<ul style="list-style-type: none"> <li>• Action Items Queue</li> <li>• Audit Trail / History Log</li> <li>• Automated PDF Converter</li> <li>• Automatic Content Archiving</li> <li>• Dynamic Breadcrumbs</li> <li>• Dynamic Sitemap</li> <li>• Expiring Items Library</li> <li>• Graphic Link Administration</li> <li>• Links Redirect</li> <li>• Menu Management</li> <li>• Mouse-over Menu Structure</li> <li>• Online Editor for Editing and Page Creation (WYSIWYG)</li> <li>• Online Web Statistics</li> <li>• Printer Friendly/Email Page</li> <li>• RSS</li> <li>• Site Layout Options</li> <li>• Site Search &amp; Entry Log</li> <li>• Slideshow</li> <li>• Social Media Integration (Facebook, Share and Twitter)</li> <li>• User &amp; Group Administration Rights</li> <li>• Web Page Upload Utility</li> <li>• Website Administrative Log</li> </ul>

**Exhibit B - Annual Support, Maintenance and Hosting Services**

<b>Current Annual Support, Maintenance and Hosting Fee</b> Server Storage not to exceed 10GB		<b>\$7,688.54</b>
<b>Annual Increase to the Current Annual Support, Maintenance and Hosting Fee</b>		<b>\$2,300</b>
<b>Total Annual Support, Maintenance and Hosting Fee</b> (Effective upon Contract Signing)		<b>\$9,988.54</b>
<b>Annual Support, Maintenance &amp; Hosting Service Include the Following:</b>		
<b>Support</b>	<b>Maintenance of CivicPlus Application &amp; Modules</b>	<b>Hosting</b>
7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) 24/7 Emergency Support Dedicated Support Personnel 2-hour Response During Normal Hours Usability Improvements Integration of System Enhancements Proactive Support for Updates & Fixes Online Training Manuals Monthly Newsletters Routine Follow-up Check-ins CivicPlus Connection	Install Service Patches for OS System Enhancements Fixes Improvements Integration Testing Development Usage License	Shared Web/SQL Server DNS Consulting & Maintenance Monitor Bandwidth-Router Traffic Redundant ISP Redundant Cooling Diesel Powered Generator Daily Tape Backup Intrusion Detection & Prevention Antivirus Protection Upgrade Hardware

Prepared by: Darren R. Moon, Story County Engineer's Office, 837 N Ave., Nevada, IA 50201 515-382-7355

## CONTRACT FOR HIGHWAY RIGHT OF WAY

PARCEL No: 09-21-400-400  
 PROJECT No: FM-C085(W21)--55-85  
 ROAD No: University (530<sup>th</sup>) Avenue

THIS AGREEMENT made and entered into this 26 day of July, A.D. 20 17 by and between

**ISU ACHIEVEMENT FOUNDATION & N/K/A ISU FOUNDATION**

Seller, and the Story County Secondary Roads Department, acting for the County of Story, Buyer.

1.a SELLER AGREES to sell and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following (1/4 1/4 Sec./Twp./Rge.):

The West 22.00 feet of the East 55.00 feet of the North 1285.50 feet of the SE 1/4 of the SE 1/4, and the West 55.00 feet of the East 110.00 feet of the North 17.00 feet of South 50.00 feet of the SE 1/4 of the SE 1/4 of Section 21, Township 83 North, Range 24 West of the 5th P.M., Story County, Iowa, containing 0.67 acres of additional easement.

County of Story, State of Iowa, and more particularly described on Page 3 and which include the following buildings, improvements and other property:

See attached graphical representation

1.b SELLER ALSO GRANTS to Buyer a temporary easement as shown on the Temporary Easement Plot attached as Page —, and as shown on the project plans for said highway improvement. Said temporary easement shall terminate upon completion of this highway project.

1.c The premises also include all estates, rights, title and interests, including all easements, and all advertising devices and the rights to erect such devices as are located thereon. SELLER CONSENTS to any change of grade of the highway and accepts payment under this contract for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this contract and discharges the Buyer from liability because of this contract and the construction of this public improvement project.

2. Possession of the premises is the essence of this contract and Buyer may enter and assume full use and enjoyment of the premises per the terms of this contract. Buyer may take immediate possession of premises upon the execution of the contract by both Seller and Buyer.

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, and to surrender physical possession of the premises as shown:

	Payment Amount	Agreed Performance
\$	<u>9,405.00</u>	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>9,405.00</u>	<b>TOTAL LUMP SUM</b>

BREAKDOWN:	ac.=acres	sq.ft.=square feet				
Land by Fee Title		ac./sq.ft.	\$		Buildings & Improvements	\$
Underlying Fee Title		ac./sq.ft.	\$		Fence ___ rods woven	\$
Permanent Easement	<u>0.67</u>	ac./sq.ft.	\$	<u>9380.00</u>	Fence ___ rods barb	\$
Temporary Easement		ac./sq.ft.	\$			
Damages for:						\$
					<u>Future Abstract Entry in the amount of \$25.00</u>	

4. The Seller is responsible for any and all matters relating to any tenant on the land and hereby releases the Buyer from all tenant liabilities.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

[Signature]      [Signature]

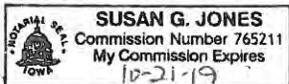
- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 3 pages.
- 6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such lien from said premises, and if necessary and proper, Sellers agree that any part of the sum owing to them under this contract may be paid to the holder of such lien for such release.
- 7. Buyer agrees that any drain tile that is located within the premises and is damaged by highway construction shall be repaired at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to the Seller. Buyer shall have the right of entry upon Sellers remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property of maintaining the same to restrain livestock.
- 8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
- 10. Seller states and warrants that , to the best of Seller's knowledge, there are no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except,
- 11. This Written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

**Additional Right of Way Agreements:**

**SELLER'S ACKNOWLEDGMENT**

STATE OF IOWA: ss On this 26<sup>th</sup> day of July, 2017, before me, the undersigned, personally appeared Lisa Estlinger and Michael Wablin

Known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Susan G. Jones  
Notary Public in and for the State of IA

**BUYER'S APPROVAL**

[Signature]      7-27-17

Recommended by: Darren Moon P.E., Story County Engineer      (Date)

[Signature]      9-1-17

Approved by: Chairperson, Story County Board of Supervisors      (Date)

Prepared By: Story County Engineer's Office, 837 N Ave., Nevada, Iowa 50201, 515-382-7355

"Exhibit A"

# STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

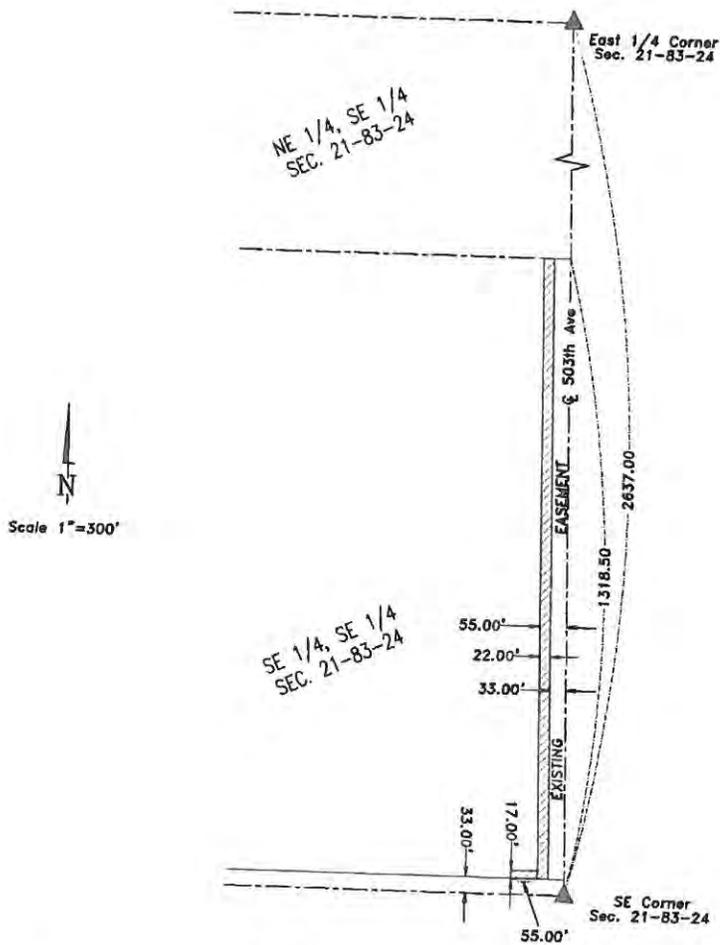
PROJECT NO. FM-C085(W21)--55-85 PARCEL NO. 09-21-400-400

SECTION 21, TOWNSHIP 83N, RANGE 24W, OF THE 5TH P.M., STORY COUNTY, IOWA.

ACQUIRED FROM ISU ACHIEVEMENT FOUNDATION & N/K/A ISU FOUNDATION

EXISTING R.O.W. 1.06 ACRES NEW R.O.W. 0.67 ACRES TOTAL R.O.W. 1.73 ACRES

The West 22.00 feet of the East 55.00 feet of the North 1285.50 feet of the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$ , and the West 55.00 feet of the East 110.00 feet of the North 17.00 feet of South 50.00 feet of the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 21, Township 83 North, Range 24 West of the 5th P.M., Story County, Iowa, containing 0.67 acres of additional easement.



DATE DRAWN 4/21/17

g:\Autocad\Projects\Paving\University Ave Ave Grade-and-Pave\EASEMENTPLATS\IA STATE 1.dwg

Prepared by: Darren R. Moon, Story County Engineer's Office, 837 N Ave., Nevada, IA 50201 515-382-7355

## CONTRACT FOR HIGHWAY RIGHT OF WAY

PARCEL No: 09-21-400-200  
 PROJECT No: FM-C085(W21)--55-85  
 ROAD No: University (530<sup>th</sup>) Avenue

THIS AGREEMENT made and entered into this 26 day of July, A.D. 20 17 by and between

**ISU ACHIEVEMENT FOUNDATION & N/K/A ISU FOUNDATION**

Seller, and the Story County Secondary Roads Department, acting for the County of Story, Buyer.

1.a SELLER AGREES to sell and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following (1/4 1/4 Sec./Twp./Rge.):

The West 22.00 feet of the East 55.00 feet of the NE 1/4 of the SE 1/4 of Section 21, Township 83 North, Range 24 West of the 5th P.M., Story County, Iowa, containing 0.67 acres of additional easement.

County of Story, State of Iowa, and more particularly described on Page 3 and which include the following buildings, improvements and other property:

See attached graphical representation

1.b SELLER ALSO GRANTS to Buyer a temporary easement as shown on the Temporary Easement Plot attached as Page     , and as shown on the project plans for said highway improvement. Said temporary easement shall terminate upon completion of this highway project.

1.c The premises also include all estates, rights, title and interests, including all easements, and all advertising devices and the rights to erect such devices as are located thereon. SELLER CONSENTS to any change of grade of the highway and accepts payment under this contract for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this contract and discharges the Buyer from liability because of this contract and the construction of this public improvement project.

2. Possession of the premises is the essence of this contract and Buyer may enter and assume full use and enjoyment of the premises per the terms of this contract. Buyer may take immediate possession of premises upon the execution of the contract by both Seller and Buyer.

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, and to surrender physical possession of the premises as shown:

	Payment Amount	Agreed Performance
\$	<u>9,405.00</u>	on right of possession
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\$		on possession and conveyance
\$	<u>9,405.00</u>	<b>TOTAL LUMP SUM</b>

BREAKDOWN:	ac.=acres	sq.ft.=square feet			
Land by Fee Title		ac./sq.ft.	\$	Buildings & Improvements	\$
Underlying Fee Title		ac./sq.ft.	\$	Fence <u>    </u> rods woven	\$
Permanent Easement	<u>0.67</u>	ac./sq.ft.	\$ <u>9380.00</u>	Fence <u>    </u> rods barb	\$
Temporary Easement		ac./sq.ft.	\$		
Damages for:					\$
			<u>Future Abstract Entry in the amount of \$25.00</u>		\$

4. The Seller is responsible for any and all matters relating to any tenant on the land and hereby releases the Buyer from all tenant liabilities.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

[Signature] [Signature]

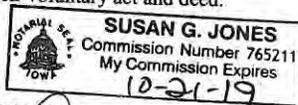
- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 3 pages.
- 6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such lien from said premises, and if necessary and proper, Sellers agree that any part of the sum owing to them under this contract may be paid to the holder of such lien for such release.
- 7. Buyer agrees that any drain tile that is located within the premises and is damaged by highway construction shall be repaired at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to the Seller. Buyer shall have the right of entry upon Sellers remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property of maintaining the same to restrain livestock.
- 8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
- 10. Seller states and warrants that , to the best of Seller's knowledge, there are no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except,
- 11. This Written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

**Additional Right of Way Agreements:**

**SELLER'S ACKNOWLEDGMENT**

STATE OF IOWA: ss On this 26<sup>th</sup> day of July, 2017, before me, the undersigned, personally appeared Lisa Estlinger and Michael Wahlin

Known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.



Susan G. Jones  
Notary Public in and for the State of Iowa

**BUYER'S APPROVAL**

[Signature] 7-27-17

Recommended by: Darren Moon P.E., Story County Engineer (Date)

[Signature] 8-1-17

Approved by: Chairperson, Story County Board of Supervisors (Date)

Prepared By: Story County Engineer's Office, 837 N Ave., Nevada, Iowa 50201, 515-382-7355

"Exhibit A"

# STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

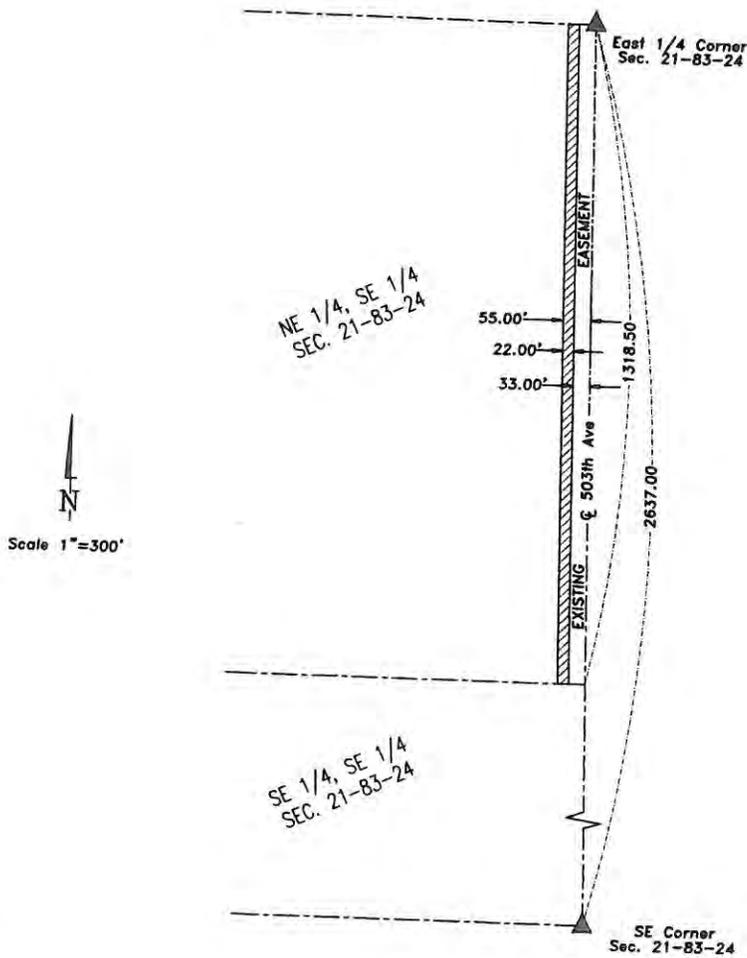
PROJECT NO. FM-C085(W21)--55-85 PARCEL NO. 09-21-400-200

SECTION 21, TOWNSHIP 83N, RANGE 24W, OF THE 5TH P.M., STORY COUNTY, IOWA.

ACQUIRED FROM ISU ACHIEVEMENT FOUNDATION & N/K/A ISU FOUNDATION

EXISTING R.O.W. 1.00 ACRES NEW R.O.W. 0.67 ACRES TOTAL R.O.W. 1.67 ACRES

The West 22.00 feet of the East 55.00 feet of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 21, Township 83 North, Range 24 West of the 5th P.M., Story County, Iowa, containing 0.67 acres of additional easement.



DATE DRAWN 4/24/17

g:\Autocad\Projects\Paving\University Ave Ave Grade-and-Pave\EASEMENTPLATS\IA STATE 1.dwg

**RESOLUTION TO VACATE A COUNTY ROAD**

Story County  
Resolution No. 18-12

**WHEREAS**, on July 25, 2017 at 10:00 a.m., a public hearing was held in the Board Room at the Story County Administration Building in Nevada, Iowa, on the proposed vacation to clear the record of a portion of Story County Secondary Road Old Bloomington Rd., described as follows:

**The north one half of Old Bloomington Rd., originally established on January 18th, 1859 (See Road Record Book A, page 134), the road commencing 679.54 feet south of the W ¼ corner of Section 30, T84N, R23W thence S88°55'14"E 3077.78 feet. The intention is to vacate the north 33 feet of Old Bloomington Road from the west right-of-way line of Interstate 35 thence west to the east right-of-way line of Dayton Ave. Existing road is 66 feet in width.**

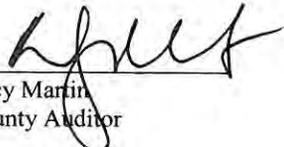
**WHEREAS**, there were no objections or claims for damages filed on or before July 25th, 2017.

**NOW, THEREFORE BE IT RESOLVED** by the Story County Board of Supervisors that the subject section of road be ordered vacated and closed, and do hereby Quit Claim unto the underlying property owners, all our right, title, interest, estate, claim and demand, the vacated property listed above subject to the right of utilities to continue in possession of any easement existing at the time of vacation. See Exhibit "A" attached.

Adopted this 1st day of August, 2017.

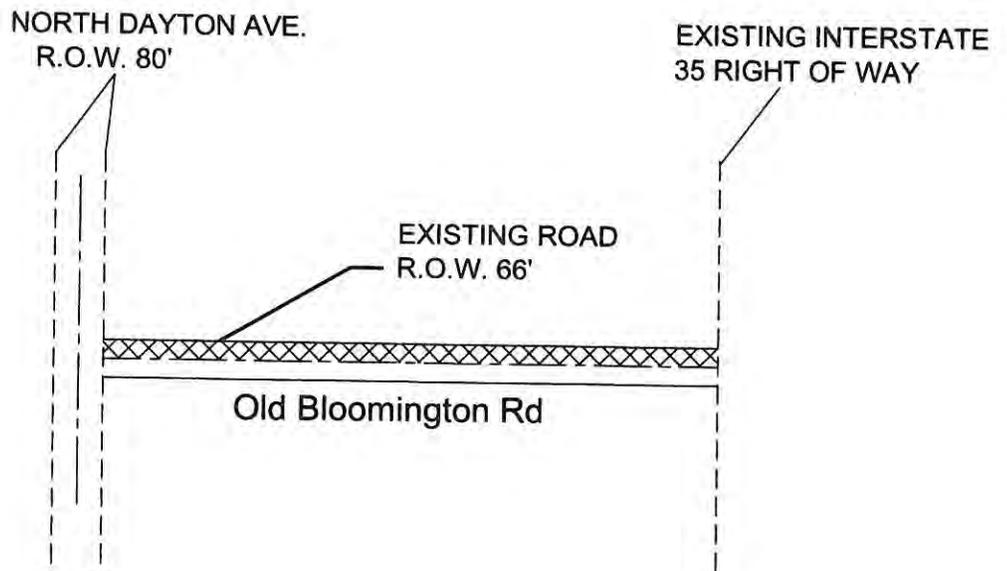
Moved by: Olson  
Seconded by: Chitty  
Voting aye: Olson, Chitty, Sanders  
Voting nay: None  
Absent: None  
Not voting: None

  
\_\_\_\_\_  
Rick Sanders, Chair  
County Board of Supervisors

ATTEST:   
Lucy Martin  
County Auditor

# EXHIBIT A

The north  $\frac{1}{2}$  of Old Bloomington Rd, originally established on January 18th, 1859 (See Road Record Book A, page 134), the road commencing 679.54 feet south of the W  $\frac{1}{4}$  corner of section 30, T84N, R23W thence S88°55'14"E 3077.78 feet. The intention is to vacate the north 33' of Old Bloomington Rd from the west right-of-way line of Interstate 35 thence west to the east right-of-way line of Dayton Ave. (3037.78' total). Existing road is 66' in width.



SEC. 30

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER  
Prepared by Leanne Harter, AICP, CFM, County Outreach and Special Projects Manager, 900 6<sup>th</sup> Street, Nevada, Iowa 50201 515-382-7247

STORY COUNTY IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION NUMBER 18-13

SETTING DATE AND TIME FOR PUBLIC HEARING FOR AUGUST 15, 2017, FOR CONSIDERATION OF RESOLUTION NO. 18-14 A RESOLUTION TO ENTER INTO A SALE AGREEMENT FOR THE PURCHASE OF COUNTY PROPERTY, CERTAIN REAL PROPERTY IN ZEARING, IOWA, FOR THE AMOUNT OF \$20,883.06, AND AUTHORIZE THE SIGNATURE UPON THE SALE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTATION TO EFFECTUATE THE PURCHASE BY THE CHAIRMAN OF THE BOARD OF SUPERVISORS

WHEREAS, the Story County Board of Supervisors of Story County, Iowa, that in order to acquire an interest in real property, for the purpose and use as a recreational trail, will consider a Sale Agreement between Story County Iowa, and Union Pacific Railroad Company, to purchase the property;

AND WHEREAS, notice of a Public Hearing by the Story County Board of Supervisors on the proposed Purchase Agreement is heretofore given in compliance with the provisions of the Code of Iowa;

AND WHEREAS, Story County will be considering the Sale Agreement on August 15, 2017.

NOW THEREFORE BE IT RESOLVED that a public hearing on this matter be held on the 15<sup>th</sup> day of August, 2017, in the Public Meeting Room of the Story County Administration Building, 900 6<sup>th</sup> Street, Nevada, Iowa, at 10:00 AM.

IT IS FURTHER RESOLVED that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution upon its approval by the Board of Supervisors.

Dated this 1st day of August 2017.

  
Board of Supervisors

  
Attest: Story County Auditor

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

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

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

STORY COUNTY IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION NUMBER 18-15

**SETTING DATE AND TIME FOR PUBLIC HEARING FOR AUGUST 22, 2017, FOR  
AMENDING THE URBAN RENEWAL PLAN – STORY COUNTY URBAN RENEWAL AREA**

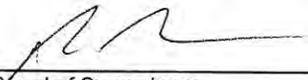
**WHEREAS**, the Board of Supervisors approved the *Urban Renewal Plan – Story County Urban Renewal Area* in November 2011, and amended in October 2013, 2014, 2015, May 2016, October 2016, and July 2017;

**AND WHEREAS**, the adopted *Story County, Iowa Economic Development Process and Policies* requires that any amendments to the Urban Renewal Area Plan be completed prior to November 1<sup>st</sup> annually.

**NOW THEREFORE BE IT RESOLVED** that a public hearing date on this matter be held on the proposed amendments to the *Urban Renewal Plan – Story County Urban Renewal Area* on the 22<sup>nd</sup> of August, 2017, at the Story County Administration Building, Nevada, Iowa, at 10 o'clock am; and the Board of Supervisors directs the County Outreach and Special Projects Manager to post the proposed amendments on the Story County website.

**IT IS FURTHER RESOLVED** that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution upon its approval by the Board of Supervisors.

Dated this 1<sup>st</sup> day of August 2017.

  
\_\_\_\_\_  
Board of Supervisors

  
\_\_\_\_\_  
Attest: Story County Auditor

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

**STORY COUNTY**

**837 N Avenue**

**Nevada, IA 50201**

**382-7355**

**Email: [engineer@storycounty.com](mailto:engineer@storycounty.com)**

**APPLICATION RENEWAL FOR STORY COUNTY  
ADOPT-A-ROAD LITTER REMOVAL PROGRAM**

Permit Number 9506  
Road Name E29

**SPONSOR:**

Franklin Happy-Go-Luckies 4-H Club Number of Volunteers: 35  
Name of Sponsor (Organization, Group or Individual)

659 Xenon Place Ames, IA 50014  
Mailing Address (Street, P.O. Box, City, State, Zip Code)

Bridget Konz same as above 515-291-5700 bkonz@iastate.edu.  
Contact Person Address Phone # Email

Description of the road for which application is being made: County Road E23 from US Highway 69 to  
County Road R50 (George Washington Carver)

Number of miles requested for litter removal 2.0 mile

Approval is hereby requested to enter the County highway right-of-way to perform litter removal on the above described road/roads.

Story County reserves the right to terminate this agreement and remove the Adopt-A-Road signs when in the sole judgment of the County it is found that the sponsor(s) has not met the terms and conditions of this agreement.

This agreement shall remain in force from January 1, 2017 until December 31, 2017.

Bridget Konz, RA 7-24-2017  
Applicant Date

**STORY COUNTY APPROVAL**

Doreen Moun 7-24-17  
County Engineer Date

[Signature] 8-1-17  
Chair, Story County Board of Supervisors Date

The following tentative dates are for the clean up of our Adopt-A-Road Project. I know that if the designated date does not work, an alternate date will be given to the Engineer's Office prior to clean up of our area.

Spring clean up date will be May 7, 2017 Fall clean up date will be Sept. 11, 2017

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER  
Prepared by Leanne Harter, AICP, CFM, County Outreach and Special Projects Manager, 900 6<sup>th</sup> Street, Nevada, Iowa 50201 515-382-7247

STORY COUNTY IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION NUMBER 18-16

**Setting public hearing for August 8<sup>th</sup> for the Consideration of Proposed Plans, Specifications, and Form of Contract for Generator at the Human Services Center (HSC) and Authorization to Release Invitation for Bids, and Set Bid Opening Date of August 29, 2017**

**WHEREAS**, the Story County Board of Supervisors of Story County, Iowa, entered into a contract with Roseland, Mackey, Harris Architects, PC for services to design, prepare plans, specifications, and bid documents for the generator at the Human Services Center (HSC);

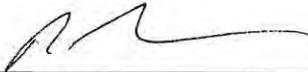
**AND WHEREAS**, Roseland, Mackey, Harris Architects, PC has completed design and has developed plans and specifications ready for review; and

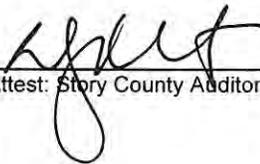
**AND WHEREAS**, notice of a Public Hearing by the Story County Board of Supervisors on the proposed plans, specifications, and bid documents for the generator at the Human Services Center (HSC) is heretofore given in compliance with the provisions of the *Code of Iowa*;

**NOW THEREFORE BE IT RESOLVED** that a public hearing on this matter be held on the 8<sup>th</sup> day of August, 2017, in the Public Meeting Room of the Story County Administration Building, 900 6<sup>th</sup> Street, Nevada, Iowa, at 10:00 AM.

**IT IS FURTHER RESOLVED** that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution upon its approval by the Board of Supervisors.

Dated this 1st day of August 2017.

  
\_\_\_\_\_  
Board of Supervisors

  
\_\_\_\_\_  
Attest: Story County Auditor

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



# Story County Treasurer's Office

Renee M. Twedt, Treasurer

P.O. Box 498  
Nevada, IA 50201  
Phone 515-382-7330  
Fax 515-382-7336  
storycountyiowa.gov/treasurer  
treasurer@storycountyiowa.gov

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## Treasurer's Quarterly Report

---

FY2017-Q4  
July 24, 2017

Prepared by:

Renee Twedt, Treasurer

Ardis A Baldwin, Finance Deputy

Lori McDonald, Operations Deputy

**APPROVED**      **DENIED**  
Board Member Initials: RS  
Meeting Date: 8-1-17  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Narrative**

Finance Deputy – Ardis A Baldwin

**April May June 2017**

There are busy months for us, finishing up with the March mail and getting delinquent notices sent out which usually makes for more phone calls. We always say wouldn't it be nice if this year all the taxes were paid and there would be no tax sale, but realistically that has not happened yet. So we start the process of preparing for sale in June. Publication of the delinquent parcels are advertised in May and registrations start coming in early June. A lot of work is involved in making sure that the annual tax sale in June runs smoothly.

Operations Deputy – Lori McDonald

We are back to FULL staff which is great and we will continue to provide excellent service to our customers and dealers. Our office strives for the one-stop visit and will go out of the way to help make that happen.

**Data / Tables / Statistics**

**Cash and Investments**

**Invested Funds Summary**

Type	As of 04/30/2017		5/31/2017		As of 06/30/2017	
	Amount	Percentage	Amount	Percentage	Amount	Percentage
Cash & Bank Accounts	\$29,746,992.88	72.81%	\$23,241,851.58	67.66%	\$17,892,610.40	61.60%
Iowa Public Agency Investment Trust	\$5,983.24	0.01%	\$5,983.24	0.02%	\$1,015,989.94	3.50%
Certificates of Deposit	\$11,102,378.65	27.17%	\$11,102,378.65	32.32%	\$10,139,968.54	34.91%
Totals	\$40,855,354.77	100.00%	\$34,350,213.47	100.00%	\$29,048,568.88	100.00%

**Investments Maturing in Q3**

Matured rate

Matured CD's -April

None

Matured CD's-May

None

Matured CD's-June

South Story Bank

Story Story Bank

IPAIT

1.25%

1.25%

1.00%

Tax Collections	
April Total Tax Collections	\$6,274,388.71
May Total Tax Collections	\$660,772.16
June Total Tax Collections	\$412,701.49
<b>Quarterly Total</b>	<b>\$7,247,862.36</b>

LISTING OF CERTIFICATES OF DEPOSIT & OTHER INVESTMENTS  
Story County Treasurer- as of June 30, 2017

Total \$10,139,968.54

Purchase Date	Maturity Date	Purchase Amount	Cash In Amount	Interest Rate	Term	Certificate Number	Bank	Ann Anticip Interest	Interest Received	Notes
5/2/2012		\$3,592,651.48	\$85,262.63				National Financial Serv		\$68,881.85	
2/28/2012		\$60,175.35					Drainage Certs			
2/28/2015	2/29/2016	\$519,844.13	\$519,844.13	0.95%	365	20042	South Story Bank	\$4,938.52	\$4,074.22	Renew ed/Now 21012
3/5/2015	3/5/2016	\$500,000.00	\$500,000.00	0.50%	365	516991	Exchange State Bank	\$2,500.00	\$2,506.85	Renew ed CD
3/6/2015	3/4/2016	\$500,000.00	\$500,000.00	0.50%	364	516992	Exchange State Bank	\$2,493.15	\$2,493.15	Renew ed CD
3/12/2015	9/12/2016	\$500,000.00	\$500,000.00	0.45%	547	5900004	Vision Bank	\$3,371.92	\$3,386.12	Renew ed CD
6/22/2015	6/22/2016	\$1,033,905.27	\$1,033,905.27	0.75%	365	20196	South Story Bank	\$7,754.29		Renew ed CD
6/26/2015	6/26/2016	\$511,092.27	\$511,092.27	0.85%	365	20868	South Story Bank	\$4,344.28		Renew ed CD
9/15/2015	9/15/2016	\$500,000.00	\$500,000.00	1.00%	365	7877	Maxwell State Bank	\$5,000.00	\$3,008.21	
10/21/2015	10/21/2016	\$514,689.66	\$514,689.66	0.95%	365	20450	South Story Bank	\$4,889.55	\$4,868.14	
10/21/2015	10/21/2016	\$514,689.66	\$514,689.66	0.95%	365	20451	South Story Bank	\$4,889.55	\$4,868.14	
12/24/2015	12/24/2016	\$515,185.94	\$515,185.94	1.00%	365	20511	South Story Bank	\$5,151.86	\$5,127.38	Renew ed CD
12/30/2015	12/30/2016	\$505,278.24	\$505,278.24	1.05%	365	20956	South Story Bank	\$5,305.42	\$5,278.24	Renew ed CD
12/31/2015	12/31/2016	\$512,632.61	\$512,632.61	1.00%	365	20519	South Story Bank	\$5,126.33	\$2,557.36	
2/29/2016	2/28/2017	\$525,055.57	\$525,055.57	1.00%	365	21012	South Story Bank	\$5,250.56	\$5,211.44	Renew ed
3/4/2016	3/3/2017	\$500,000.00	\$500,000.00	1.00%	364	516992	Exchange State Bank	\$4,986.30	\$4,986.30	Renew ed
3/5/2016	3/5/2017	\$500,000.00	\$500,000.00	1.00%	365	516991	Exchange State Bank	\$5,000.00	\$5,000.00	Renew ed
6/7/2016	6/7/2017	\$1,000,000.00	\$1,000,000.00	1.00%	365		IPAIT	\$10,000.00		Moved to other acct
6/22/2016	6/22/2017	\$1,046,845.24		1.25%	365	20186	South Story Bank	\$13,065.57	\$12,939.97	**
6/26/2016	6/26/2017	\$517,800.89		1.25%	365	20868	South Story Bank	\$6,468.76	\$6,408.62	**
9/15/2016	9/12/2017	\$500,000.00		1.10%	365	59016363	Vision Bank	\$5,500.00		
10/21/2016	10/21/2017	\$502,493.15		1.00%	365	7877	Maxwell State Bank	\$5,000.00		
10/21/2016	10/21/2017	\$502,493.15		1.00%	365	20450	South Story Bank	\$5,024.93	\$2,493.15	
10/21/2016	10/21/2017	\$502,493.15		1.00%	365	20451	South Story Bank	\$5,024.93	\$2,493.15	
12/24/2016	12/24/2017	\$502,871.91		1.15%	365	20511	South Story Bank	\$5,783.03	\$2,781.91	Semi Annual
12/30/2016	12/30/2017	\$500,000.00		1.20%	365	20956	South Story Bank	\$6,000.00		
12/31/2016	12/31/2017	\$500,000.00		1.15%	365	20519	South Story Bank	\$5,750.00		
2/28/2017	2/28/2018	\$500,000.00		1.20%	365	21012	South Story Bank	\$6,000.00		
3/2/2017	3/2/2018	\$500,000.00		1.10%	364	216992	Exchange State Bank	\$5,484.93		
3/5/2017	3/5/2018	\$500,000.00		1.10%	365	216991	Exchange State Bank	\$5,500.00		
		\$19,377,604.52	\$9,237,635.98							

## Motor Vehicle Statistics

	Title Transfers	Registration Renewals	CC/DOR Debt Revenue	Revenue Generated	Total Revenue	Expenses	Net to County General Fund
Apr-17	1,729	7,720	\$5.00	\$50,994.01	\$50,999.01	\$24,128.21	\$26,870.80
May-17	1,958	9,241	\$10.00	\$59,646.49	\$59,656.49	\$18,261.62	\$41,394.87
Jun-17	2,121	9,561	\$10.00	\$62,231.08	\$62,241.08	\$30,068.67	\$32,172.41
<b>Totals</b>	<b>5,808</b>	<b>26,522</b>	<b>\$25.00</b>	<b>\$172,871.58</b>	<b>\$172,896.58</b>	<b>\$72,458.50</b>	<b>\$100,438.08</b>

## In Office Payment Statistics

Apr-June 2017			Totals
Receipt Type	Receipts Debit & Credit		
Tax	55		\$25,561.39
Vehicle	1686		\$307,955.69
Misc	13		\$1,819.75
<b>Total Receipts</b>	<b>1754</b>		<b>\$335,336.83</b>

# Collections for CC/DOR

	Clerk of Court	Dept of Rev	Totals
Apr-17	\$79.00		\$79.00
May-17	\$90.00	\$317.62	\$407.62
Jun-17	\$215.00		\$215.00
<b>Totals</b>	<b>\$384.00</b>	<b>\$317.62</b>	<b>\$701.62</b>

## MONTHLY WEB STATS

DATE	#MV CUST RENEW	REGISTRATION FEES	ORGAN DONOR	SERVICE FEES	TOTAL MV & FEES	#TAX CUST	#TAX PARCEL	TAX PAID	SERVICE FEES	TOTAL TAX & FEES	TOTAL CUST	TOTAL TO COUNTY	TOTAL SERVICE FEES
Apr-17	1124	1596	\$244,536.00	\$114.00	\$2,601.68	\$247,251.68	400	473	\$457,056.18	\$458,293.02	1524	\$701,706.18	\$2,115,192.58
May-17	1225	1693	\$259,135.00	\$183.00	\$3,020.46	\$262,338.46	205	236	\$136,914.11	\$137,400.22	1430	\$396,232.11	\$1,197,580.47
Jun-17	1124	1565	\$234,397.00	\$79.00	\$2,706.87	\$237,182.87	122	126	\$53,717.99	\$54,086.92	1246	\$288,193.99	\$872,227.57
<b>TOTAL</b>	<b>3473</b>	<b>4854</b>	<b>\$738,068.00</b>	<b>\$376.00</b>	<b>\$8,329.01</b>	<b>\$746,773.01</b>	<b>727</b>	<b>835</b>	<b>\$647,688.28</b>	<b>\$649,780.16</b>	<b>4200</b>	<b>\$1,386,132.28</b>	<b>\$4,185,000.62</b>

**SEMI ANNUAL SETTLEMENT OF THE BOARD OF SUPERVISORS OF STORY COUNTY, IOWA**

**WITH RENEE M. TWEED, TREASURER OF SAID COUNTY FOR THE PERIOD FROM JANUARY 1, 2017 THROUGH JUNE 30, 2017**

FUNDS	AUDITOR'S STATEMENT	AUDITOR'S LEDGER	WARRANTS	OUTSTANDING	TREASURER'S	LEDGER BALANCE	ASSETS IN HAND OF COUNTY	TREASURER AT CLOSE OF BUSINESS	JUNE 30, 2017	INTEREST	OUTSTANDING	DEPOSITS	TREASURER'S	NET BALANCE
		BALANCE					IN HAND OF COUNTY	AT CLOSE OF BUSINESS	JUNE 30, 2017		CHECKS	IN TRANSIT		
COUNTY AUDITOR'S STATEMENT	GENERAL BASIC	\$8,714,725.45	\$715,362.64	\$1,061.33	\$9,430,139.09	CASH IN BANKS (SEE SCHEDULE BELOW)								
	GENERAL SUPPLEMENTAL	\$1,676,009.97	\$14,051.10	\$0.00	\$1,690,060.97	CASH IN VAULT								\$4,245.54
	MH-D SERVICES	\$629,834.81	\$886.68	\$0.00	\$630,721.49	INTEREST BEARING FUNDS								\$29,048,568.88
	URBAN RENEWAL PROJECTS	\$546,760.36	\$0.00	\$0.00	\$546,760.36	TOTAL CASH ON HAND IN BANKS								\$29,052,814.42
	RURAL BASIC SERVICES	\$94,169.00	\$29,427.08	\$0.00	\$97,596.08									
	TAX INCREMENT FINANCING	\$75,367.15	\$0.00	\$0.00	\$75,367.15									
	SECONDARY ROADS	\$6,484,711.24	\$68,696.89	\$0.00	\$6,553,408.13									
	SPECIAL LAW ENFORCEMENT	\$17,525.76	\$0.00	\$17,525.76	\$17,525.76	<b>BALANCE IN DEPOSITORIES AT CLOSE OF BUSINESS JUNE 30, 2017</b>								
	RESOURCES ENHANCEMENT & PROT	\$57,647.30	\$0.00	\$0.00	\$57,647.30	NAME OF BANK								
	MOTOR VEHICLE MAILING FEES	\$5,934.00	\$0.00	\$0.00	\$5,934.00	STATE BANK & TRUST	TOWN	CASHIERS'	INTEREST	OUTSTANDING	DEPOSITS	TREASURER'S		
	EMPLOYEE WELLSNESS	\$9,184.00	\$0.00	\$0.00	\$9,184.00	STATE BANK & TRUST-AUD	NEVADA	CERTIFICATES	IN TRANSIT	CHECKS	IN TRANSIT	NET BALANCE		
	RECORDERS RECORDS MGMT/ELECTR FEES	\$88,804.97	\$0.00	\$0.00	\$88,804.97	FIRST NATIONAL BANK	NEVADA	\$1,058,041.76	\$808.22	\$9,700.28	\$211,914.82	\$1,269,448.08		
	JAIL INMATE COMMISSARY	\$140,037.96	\$1,774.72	\$0.00	\$141,812.68	SOUTH STORY BANK	AMES	\$1,280,682.94	\$541.78	\$328,503.40	\$0.00	\$951,637.76		
	DEBT SERVICE	\$40,926.91	\$0.00	\$0.00	\$40,926.91	MAXWELL STATE BANK	SLATER	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	CAPITAL PROJECTS-SECONDARY ROAD	\$132,993.73	\$613.25	\$0.00	\$133,506.98	EXCHANGE STATE BANK	MAXWELL	\$3,895,789.28	\$1,783.98	\$0.00	\$0.00	\$0.00	\$2,894,005.30	
	CAPITAL PROJECTS-TIF	\$0.00	\$0.00	\$0.00	\$0.00	COMMUNITY BANK	MAXWELL	\$1,424,860.43	\$819.31	\$0.00	\$0.00	\$0.00	\$1,424,041.12	
	SHERIFF RESERVE OFFICERS FUND	\$1,191,056.07	\$0.00	\$0.00	\$1,191,056.07	GREAT WESTERN	NEVADA	\$331,077.94	\$68.02	\$0.00	\$0.00	\$0.00	\$331,009.92	
	CO ATTORNEY FINE COLLECTION	\$39,006.39	\$0.00	\$0.00	\$39,006.39	IPALIT	AMES	\$11,027,905.16	\$5,436.94	\$0.00	\$0.00	\$0.00	\$11,022,468.22	
	SCHOOL READY CHILD/EARLY CHILD PROG	\$240,761.62	\$21,676.39	\$0.00	\$262,438.01	TOTAL CASH IN BANKS	AMES	\$1,015,989.94	\$0.00	\$0.00	\$0.00	\$0.00	\$1,015,989.94	
	CENTRAL IA DRUG TASK FORCE	\$46,966.16	\$3,487.21	\$0.00	\$50,453.37	CERTIFICATES OF DEPOSITS-INVESTMENTS	NEVADA	\$19,044,347.45					\$18,908,600.34	
	HOMELAND SECURITY REGION 1	\$23,006.85	\$0.00	\$0.00	\$23,006.85	STATE BANK & TRUST	NEVADA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	DRUG ENDANGERED CHILDREN DON	\$0.00	\$0.00	\$0.00	\$0.00	EXCHANGE STATE BANK	COLLINS	\$1,000,000.00					\$1,000,000.00	
	CENTRAL IOWA CASE MANAGEMENT	\$85,879.42	\$0.00	\$0.00	\$85,879.42	NATIONAL FINANCIAL SERVICES	AMES	\$3,507,589.85					\$3,507,588.85	
	DRAINAGE	\$214.93	\$0.00	\$0.00	\$214.93	COMMUNITY BANK	NEVADA	\$500,000.00					\$500,000.00	
	CITY ASSESSOR & SPECIAL APPR	(\$994,893.67)	\$1,091,668.17	\$0.00	\$196,774.50	MAXWELL STATE BANK	MAXWELL	\$0.00					\$0.00	
	COUNTY ASSESSOR & SPECIAL APPR	\$708,781.62	\$33,543.28	\$0.00	\$742,324.90	GREAT WESTERN	AMES	\$0.00					\$0.00	
	ANATOMICAL GIFT AWARENESS	\$389,608.18	\$7,701.14	\$0.00	\$397,309.32	SOUTH STORY BANK	AMES	\$4,578,065.37	\$5,961.03	\$0.00	\$0.00	\$0.00	\$4,572,204.34	
	EMERGENCY MANAGEMENT AGENCY	\$340.00	\$0.00	\$0.00	\$340.00	IOWA PUBLIC AGENCY TRUST	SLATER	\$0.00					\$0.00	
	CO HOSPITAL FICAPERS/AMBULANCE	\$297,441.86	\$1,743.05	\$0.00	\$299,184.91	STAMPED DRAINAGE	DES MOINES	\$60,175.35					\$60,175.35	
	PROPERTY TAX AGENCY	\$7,974.76	\$0.00	\$0.00	\$7,974.76	VISION BANK	AMES	\$500,000.00					\$500,000.00	
	TOWNSHIPS	\$211,351.45	\$0.00	\$0.00	\$211,351.45	TOTAL CDS		\$10,146,829.57					\$10,139,986.54	
	CORPORATIONS	\$4,330.04	\$0.00	\$0.00	\$4,330.04	GRAND TOTAL DEPOSITORIES		\$29,190,177.02	\$15,319.28	\$338,203.68	\$211,914.82	\$29,048,568.88		
	SCHOOLS & AREA SCHOOLS	\$82,551.62	\$0.00	\$0.00	\$82,551.62	NET AMOUNT AT CLOSE OF BUSINESS JUNE 30, 2017								
	E911 SERVICE COMMISSION	\$207,477.29	\$0.00	\$0.00	\$207,477.29									
	CO AG EXTENSION COMMISSION	\$915,208.90	\$6,419.88	\$0.00	\$921,628.78									
	CONSERVATION/LAND ACQUIS/ CAPT PROG	\$1,032.08	\$0.00	\$0.00	\$1,032.08									
	FRIENDS OF ANIMALS	\$1,284,694.24	\$42,556.19	\$0.00	\$1,327,250.43									
	SPECIAL ASSESSMENTS	\$268,407.79	\$6,398.06	\$0.00	\$274,805.85									
	MOTOR VEHICLE TRUST	\$3,611.35	\$0.00	\$0.00	\$3,611.35									
	TAX TRUST	\$1,174,994.00	\$0.00	\$0.00	\$1,174,994.00									
	EMPLOYEES INSURANCE	\$38,762.20	\$0.00	\$0.00	\$38,762.20									
	DEFERRED COMPENSATION	\$92,251.52	\$0.00	\$0.00	\$92,251.52									
	HOLDING FUND/REFUNDS	\$4,740.41	\$0.00	\$0.00	\$4,740.41									
	TOTAL	\$27,005,747.36	\$2,047,067.06	\$0.00	\$29,052,814.42									

NET AMOUNT AT CLOSE OF BUSINESS JUNE 30, 2017

shows the conditions of the funds and assets in the hands of the Treasurer at the close of business JUNE 30, 2017

we the Treasurer, Auditor, and the Board of Supervisors of Story County, Iowa, do hereby certify that the foregoing statement

is true and correct.

*Renee M. Tweed*  
Treasurer

*[Signature]*  
Auditor

*[Signature]*  
Board of Supervisors

Date - 7/07/17  
Time - 11:05:03

Certification Date July 25, 2017

Story County Treasurer - Accounting  
Semi-Annual Report

Renee M. Tweed, Treasurer-Story County Treasurer, Nevada, IA  
for the period from JANUARY 01, 2017 - JUNE 30, 2017, Inclusive  
Statement of Account By Fund

Fund	Balance		Revenues	Total to be Accounted For	Disbursements	Fund Balance		Auditor's Warrants Outstanding
	JANUARY 01, 2017	JUNE 30, 2017				JANUARY 01, 2017	JUNE 30, 2017	
01 General Basic	9,836,614.28	9,430,138.07	8,703,721.10	18,540,335.58	9,110,197.49	9,430,138.07	715,162.64	
02 General Supplemental	1,676,123.42	1,690,060.97	1,747,569.12	3,423,692.54	2,922,723.99	1,690,060.97	14,051.10	
03 Rural Services Basic	1,150,676.55	970,596.08	2,742,643.52	3,893,320.07	2,922,723.99	970,596.08	29,427.08	
04 Tax Increment Financing (TIF)	454,519.72	75,367.15	505,745.68	960,285.40	884,898.25	75,367.15	.00	
05 Secondary Road	5,546,678.43	6,553,408.13	3,872,536.73	9,419,215.16	2,853,807.03	6,553,408.13	68,696.89	
06 B911 Service Commission	748,827.82	921,628.78	242,056.62	990,884.73	69,255.95	921,628.78	6,419.88	
07 Recorder's Records Management	129,955.32	87,551.97	6,513.84	136,469.16	48,917.19	87,551.97	.00	
08 Resources Enhancement & Protec	62,909.50	58,708.63	3,446.43	66,355.93	7,647.30	58,708.63	1,061.33	
09 State General Fund	.00	.00	17,137.50	17,137.50	17,137.50	.00	.00	
10 Motor Vehicle Mailing Fees	5,787.00	5,934.00	17,137.50	39,359.50	33,425.50	5,934.00	.00	
11 MR-DD Services	1,514,274.88	630,721.49	995,206.66	2,529,481.54	1,898,760.05	630,721.49	886.68	
12 Capital Projects	1,544,516.86	1,324,563.05	6,833.20	1,551,350.06	226,787.01	1,324,563.05	613.25	
13 Debt Service	478,695.66	40,926.91	377,311.25	856,006.91	815,080.00	40,926.91	.00	
14 Drainage Control	286,082.00	196,784.60	78,137.76	364,129.76	167,435.16	196,784.60	.00	
15 Emergency Management Agency	300,754.65	299,184.91	91,205.80	391,960.45	92,775.54	299,184.91	1,743.05	
16 County Hospital	23,293.81	7,974.76	1,229,695.72	1,251,014.77	1,251,014.77	7,974.76	.00	
17 T. B. Erad/Bangs	74.35	36.73	6,352.27	6,426.62	6,389.89	36.73	.00	
18 Township Control	7,532.90	4,330.04	272,429.45	279,962.35	275,632.31	4,330.04	.00	
20 Corporation Control	412,047.66	82,551.62	20,104,080.03	20,516,127.69	20,433,576.07	82,551.62	.00	
22 School Control	701,073.02	198,433.37	30,157,832.82	30,858,905.84	30,660,472.47	198,433.37	.00	
23 Area School Control	33,168.13	9,043.92	1,393,948.55	1,427,116.68	1,418,072.76	9,043.92	.00	
26 Employee Wellness	11,669.83	9,184.00	100.00	11,769.83	2,585.85	9,184.00	.00	
27 Special Law Enforcement	685,957.96	890,927.16	451,664.87	1,137,622.83	246,695.67	890,927.16	.00	
28 Jail Commissary	141,690.14	141,812.68	28,510.05	170,200.19	28,387.51	141,812.68	1,774.72	
29 Conserv Land Dev & Acquisition	416,670.72	428,963.51	44,521.74	461,192.46	32,228.95	428,963.51	.00	
30 County Assessor	473,320.06	397,309.32	346,139.35	819,459.41	422,150.09	397,309.32	7,701.14	
31 Co Agril. Extension	3,791.26	1,032.08	159,149.85	162,941.11	161,909.03	1,032.08	.00	
32 City Assessor	671,689.18	742,324.90	485,646.06	1,158,335.24	416,010.34	742,324.90	33,543.28	
34 City Special Assessments	1,655.20	3,611.35	139,503.56	141,158.76	137,547.41	3,611.35	.00	
35 Motor Vehicle Trust	1,302,124.50	1,174,994.00	6,719,163.00	8,021,287.50	6,846,293.50	1,174,994.00	.00	
36 Use Tax Trust	776,331.00	922,511.66	4,565,406.45	5,341,737.45	4,419,225.79	922,511.66	.00	
37 Tax Redemption Trust	108,495.89	38,762.20	183,613.71	272,109.60	233,147.40	38,762.20	.00	
38 Future Real Estate Payments	19,261.62	211,314.72	192,053.10	211,314.72	.00	211,314.72	.00	
39 Deferred Compensation	4,607.50	4,740.41	132.91	4,740.41	.00	4,740.41	.00	
40 Holding Fund	30.00	2,410.00	2,380.00	2,410.00	2,410.00	.00	.00	
41 Employees Ins	107,371.78	92,251.52	1,200,664.08	1,308,035.86	1,215,784.34	92,251.52	.00	
42 State Tax Credits	.00	.00	.00	.00	.00	.00	.00	
43 Fiduciary Fund	278,919.12	118,291.33	364,722.71	643,641.83	525,350.50	118,291.33	21,676.39	
44 Refunds	.00	26.00	153,927.60	153,927.60	153,901.60	26.00	.00	
45 Friends Of Conservation	801,498.74	898,286.92	116,519.72	918,018.46	19,731.54	898,286.92	42,556.19	
47 Friends Of Animals	256,999.71	274,805.85	22,446.41	279,446.12	4,640.27	274,805.85	6,398.06	
58 Recorder Elect. Trans Fee	1,013.00	1,253.00	6,194.00	7,207.00	5,954.00	1,253.00	.00	
59 Central IA Drug Task Force	52,074.58	50,453.37	35,004.82	87,079.40	36,626.03	50,453.37	3,487.21	
60 Sheriff Reserves Fund	39,810.78	39,006.39	292.50	40,103.28	1,096.89	39,006.39	.00	
61 Homeland Security Region 1	23,006.85	23,006.85	.00	23,006.85	.00	23,006.85	.00	
63 DRUG ENDANGERED CHILDREN DONAT	.00	.00	.00	.00	.00	.00	.00	
	31,117,595.38	29,052,814.42	87,786,733.53	118,904,328.91	89,851,514.49	29,052,814.42	2,047,067.06	

Nevada, IA 50201  
JULY 25, 2017 Balance on Hand \$29,052,814.42

I, Renee M. Tweed, Treasurer of Story County Treasurer,  
do hereby certify that the report given is a correct summary of the  
business transacted by me as said during the period therein specified.

*Renee M. Tweed*

572378

# AIA® Document A101™ – 2007

## *Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum*

**AGREEMENT** made as of the Eighteenth day of July in the year Two Thousand Seventeen  
(In words, indicate day, month and year.)

**BETWEEN** the Owner:  
(Name, legal status, address and other information)

Story County Conservation Board  
McFarland Park  
56461 180th Street  
Ames, IA 50010  
Telephone: 515.232.2516

and the Contractor:  
(Name, legal status, address and other information)

Peterson Contractors, Inc.  
104 Blackhawk Street  
Reinbeck, IA 50669  
Telephone: 319.345.2713

for the following Project:  
(Name, location and detailed description)

Tedesco Environmental Learning Corridor - BP#1 Stream Restoration  
3410 University Blvd., Ames, IA 50010  
BP#1 - Stream Restoration includes steam bank grading, floodplain excavation, bioengineering bank stabilization, rock riffle installation, seeding, and the installation of two pedestrian bridges,

The Architect:  
(Name, legal status, address and other information)

Shive-Hattery, Inc.  
4125 Westown Parkway, Suite 100  
West Des Moines, IA 50266  
Telephone: 515.223.8104  
SH# 4162590

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

Work must commence within 60 days of the date of the Notice to Proceed. Grading and in-stream structures must be substantially complete by December 31, 2017. Seeding and other project aspects must be substantially complete by March 30, 2018.

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

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User Notes:

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Grading and in-stream structures must be substantially complete by December 31, 2017. Seeding and other project aspects must be substantially complete by March 30, 2018.

*(Table Deleted)*

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

N/A

#### **ARTICLE 4 CONTRACT SUM**

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be based on unit prices as specified below. The sum of the bid quantities estimated price is Eight Hundred Ten Thousand Three Hundred Seventy-nine Dollars and Fifty Cents (\$ 810,379.50 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

N/A

§ 4.3 Unit prices, if any:

*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price Per Unit (\$0.00)	Total Estimated Price
Mobilization	LS - 1	\$80,000.00	\$80,000.00
Site Preparation / Clearing & Grubbing	LS - 1	\$150,000.00	\$150,000.00
Topsoil Respread	CY - 2,000	\$6.00	\$12,000.00
Excavation, Floodplain / Wetland	CY - 7,740	\$6.00	\$46,440.00
Excavation, Streambank	CY - 8,270	\$4.00	\$33,080.00
Riffle Construction - Class 'D' Revetment	TON - 1,040	\$61.00	\$63,440.00
Riffle Construction - Field Stone	LF - 2,040	\$5.00	\$10,200.00
Riffle Construction - Gravel / Cobble	TON - 390	\$35.00	\$13,650.00
J-Hook Vane - Field Stone	LS - 1	\$765.00	\$765.00
Bank Stabilization - Erosion Control Fiber Mat	SY - 11,350	\$7.00	\$79,450.00
Bank Stabilization - Root Wad Installation	EA - 20	\$500.00	\$10,000.00
Bank Stabilization - Coir Log	LF - 329	\$15.00	\$4,935.00
Bank Stabilization - Coir Log	LF - 950	\$5.00	\$4,750.00
Bank Stabilization - Toe Boulder Revetment	LF - 174	\$75.00	\$13,050.00
Bank Stabilization - Live Soil Lifts	LS - 1	\$1,000.00	\$1,000.00
Ford Construction - Field Stone	TON - 52	\$17.00	\$884.00
Letdown Construction - Field Stone	TON - 236	\$12.00	\$2,832.00
Bridge Abutment Revetment - Field Stone	AC - 2.4	\$5,225.00	\$12,540.00
Seeding - Bank Stabilization Mix	AC - 1.2	\$5,225.00	\$6,270.00
Seeding - Wetland Bench Mix	AC - 2.4	\$5,225.00	\$12,540.00
Seeding - Wet Meadow Mix	AC - 3.2	\$5,225.00	\$16,720.00
Seeding - Prairie Upland Dry Mix	AC - 1.1	\$5,225.00	\$5,747.50
Seeding - Prairie Upland Wet Mesic Mix	LF - 48	\$95.00	\$4,560.00
Storm Sewer Trenched, PCP, 30"	EA - 2	\$2,100.00	\$4,200.00
Storm Sewer Flared end Section, RCP, 30"	EA - 4	\$725.00	\$2,900.00
Tile Outlet, CMP	LS - 1	\$1,090.00	\$1,090.00
Rip-Rap Basin Modifications	LS - 1	\$5,200.00	\$5,200.00
Saturated Buffer	EA - 2	\$66,280.00	\$132,560.00
Pre-Engineered Steel Truss Trail Bridge (50')	LS - 1	\$4,200.00	\$4,200.00
Stormwater Pollution Prevention Plan, Mgt	LS - 1	\$27,372.00	\$27,372.00
Temporary Stream Flow Management	LF - 1,752	\$2.00	\$3,504.00
Erosion Control, Straw Wattle, 6"	LF - 4,500	\$2.00	\$9,000.00
Erosion Control, Silt Fence	AC - 8.0	\$1,000.00	\$8,000.00
Erosion Control, Temporary Seeding	AC - 4.8	\$3,750.00	\$18,000.00
Erosion Control, Hydromulch	LS - 1	\$9,500.00	\$9,500.00
Construction Survey			\$810,379.50

**TOTAL**

§ 4.4 Allowances included in the Contract Sum, if any:  
*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item	Price
N/A	

**ARTICLE 5 PAYMENTS**

**§ 5.1 PROGRESS PAYMENTS**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

N/A

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§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the First day of the Following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of five percent ( 5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent ( 5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

Not allowed.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

Init.

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

**ARTICLE 6 DISPUTE RESOLUTION**

**§ 6.1 INITIAL DECISION MAKER**

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker. *(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

**§ 6.2 BINDING DISPUTE RESOLUTION**

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

**ARTICLE 7 TERMINATION OR SUSPENSION**

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Paragraph Deleted)*

§ 8.3 The Owner's representative:

(Name, address and other information)

Michael Cox, Director  
Story County Conservation Board  
McFarland Park  
56461 180th Street  
Ames, IA 50010  
Telephone: 515.232.2516

§ 8.4 The Contractor's representative:  
(Name, address and other information)

Lucas Derifield, Estimator  
Peterson Contractors, Inc.  
104 Blackhawk Street  
Reinbeck, IA 50669  
Telephone: 319.345.2713

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

N/A

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101-2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Section 00 7200	General Conditions	June 19, 2017	00 7200-1
Section 00 7300	Supplementary Conditions	June 19, 2017	00 7300-1-16

§ 9.1.4 The Specifications:  
(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

Section	Title	Date	Pages
00 0110	Table of Contents	June 19, 2017	00 0110-1-2

§ 9.1.5 The Drawings:  
(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

Number	Title	Date
C000	Cover Sheet with Sheet Index	June 19, 2017

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User Notes:

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§ 9.1.6 The Addenda, if any:

Number	Date	Pages
N/A		

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:  
N/A
- .2 Other documents, if any, listed below:  
*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

#### ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Performance Bond	Per Section 00 7300 Supplementary Conditions
Payment Bond	
Certificate of Insurance	

This Agreement entered into as of the day and year first written above.

  
\_\_\_\_\_  
OWNER (Signature)  
Rick Sanders Chair BOB  
\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
CONTRACTOR (Signature)  
cordell q. peterson  
\_\_\_\_\_  
(Printed name and title) president

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Bond No. 106721794

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Performance Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Peterson Contractors, Inc.  
P.O. Box A  
Reinbeck, IA 50669-0155

**SURETY:**

*(Name, legal status and principal place of business)*

Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183

**Mailing Address for Notices**

One Tower Square  
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

*(Name, legal status and address)*

Story County Conservation Board  
McFarland Park, 56461 180th Street  
Ames, IA 50010

**CONSTRUCTION CONTRACT**

Date: July 18, 2017

Amount: \$ 810,379.50 (Eight Hundred Ten Thousand Three Hundred Seventy-nine And 50/100THS)

Description: Tedesco Environmental Learning Corridor - BP#1 Stream Restoration, 3410 University Blvd., Ames, IA 50010  
*(Name and location)*

**BOND**

Date: July 21, 2017

*(Not earlier than Construction Contract Date)*

Amount: \$ 810,379.50 (Eight Hundred Ten Thousand Three Hundred Seventy-nine And 50/100THS)

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company:  
Peterson Contractors, Inc.

*NONE*  
~~*(Corporate Seal)*~~

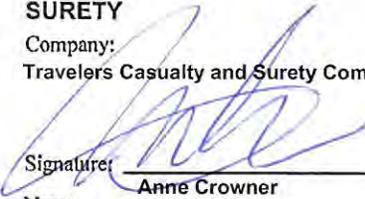
**SURETY**

Company:  
Travelers Casualty and Surety Company of America

*(Corporate Seal)*

Signature: 

Name **cordell q. peterson**  
and Title: **president**

Signature: 

Name **Anne Crowner**  
and Title: **Attorney-in-Fact**

*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

Holmes, Murphy and Associates, LLC  
3001 Westown Parkway  
West Des Moines, IA 50266  
(515) 223-6800

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

Shive-Hattery, Inc.  
4125 Westown Parkway, Suite 100  
West Des Moines, IA 50266

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_  
*(Corporate Seal)*

**SURETY**

Company: \_\_\_\_\_  
*(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title:  
Address

Signature: \_\_\_\_\_  
Name and Title:  
Address

Bond No. 106721794

# Document A312™ – 2010

Conforms with The American Institute of Architects AIA Document 312

## Payment Bond

**CONTRACTOR:**  
*(Name, legal status and address)*  
Peterson Contractors, Inc.  
P.O. Box A  
Reinbeck, IA 50669-0155

**SURETY:**  
*(Name, legal status and principal place of business)*  
Travelers Casualty and Surety Company of America  
One Tower Square  
Hartford, CT 06183  
**Mailing Address for Notices**  
One Tower Square  
Hartford, CT 06183

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**  
*(Name, legal status and address)*  
Story County Conservation Board  
McFarland Park, 56461 180th Street  
Ames, IA 50010

**CONSTRUCTION CONTRACT**  
Date: July 18, 2017

Amount: \$ 810,379.50 (Eight Hundred Ten Thousand Three Hundred Seventy-nine And 50/100THS)

Description: Tedesco Environmental Learning Corridor - BP#1 Stream Restoration, 3410 University Blvd., Ames, IA 50010  
*(Name and location)*

**BOND**  
Date: July 21, 2017  
*(Not earlier than Construction Contract Date)*

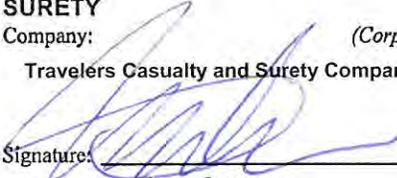
Amount: \$ 810,379.50 (Eight Hundred Ten Thousand Three Hundred Seventy-nine And 50/100THS)

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**  
Company: ~~NONE~~  
~~*(Corporate Seal)*~~  
Peterson Contractors, Inc.

Signature:   
Name and Title: **cordell q. peterson**  
**president**

**SURETY**  
Company: ~~*(Corporate Seal)*~~  
Travelers Casualty and Surety Company of America

Signature:   
Name and Title: **Anne Crowner**  
**Attorney-in-Fact**

*(Any additional signatures appear on the last page of this Payment Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**  
Holmes, Murphy and Associates, LLC  
3001 Westown Parkway  
West Des Moines, IA 50266  
(515) 223-6800

**OWNER'S REPRESENTATIVE:**  
*(Architect, Engineer or other party:)*  
Shive-Hattery, Inc.  
4125 Westown Parkway, Suite 100  
West Des Moines, IA 50266

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

**§ 16.4 Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

**§ 16.5 Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

**§ 17** If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

**§ 18** Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company: \_\_\_\_\_ *(Corporate Seal)*

**SURETY**

Company: \_\_\_\_\_ *(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title:  
Address

Signature: \_\_\_\_\_  
Name and Title:  
Address



**POWER OF ATTORNEY**

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company

Attorney-In-Fact No. **231471**

Surety Bond No. or Project Description: Principal: **Peterson Contractors, Inc.**

**106721794** Oblige: **Story County Conservation Board**

**KNOW ALL MEN BY THESE PRESENTS:** That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Craig E. Hansen, Jay D. Freiermuth, Brian M. Deimerly, Cindy Bennett, Anne Crowner, Tim McCulloh, Stacy Venn, Shirley S. Bartenhagen, and Dione R. Young** of the City of **West Des Moines** State of **Iowa**, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this **24th** day of **October, 2016**.

Farmington Casualty Company  
Fidelity and Guaranty Insurance Company  
Fidelity and Guaranty Insurance Underwriters, Inc.  
St. Paul Fire and Marine Insurance Company  
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company  
Travelers Casualty and Surety Company  
Travelers Casualty and Surety Company of America  
United States Fidelity and Guaranty Company



State of Connecticut

City of Hartford ss.

By:

Robert L. Raney, Senior Vice President

On this the **24th** day of **October, 2016**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

**In Witness Whereof**, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**.



Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

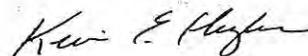
**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

**IN TESTIMONY WHEREOF**, I have hereunto set my hand and affixed the seals of said Companies this **21st** day of **July**, 2017.



Kevin E. Hughes, Assistant Secretary



**To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at [www.travelersbond.com](http://www.travelersbond.com). Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.**



## PETERSON CONTRACTORS, INC.

Build with the Best

ADDRESS REPLY TO:

104 Blackhawk St  
P. O. Box A  
Reinbeck, Iowa 50669

Heavy & Highway Contractors

**Reinbeck, Iowa 50669**

Phone: 319-345-2713

Fax: 319-345-2991

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Priority Mail

July 24, 2017

Shive-Hattery, Inc.  
4125 Westown Parkway, Suite 100  
West Des Moines, IA 50266

Attention: Luke Monat, PE

RE: Tedesco Environmental Learning Corridor

PCI # J7237

Enclosed are the Performance & Payment Bonds (3 copies) for the above referenced project.

The Contract was forwarded electronically.

Kindly process.

Thank you.

Sincerely,

Connie D. Folkerts

Enc.

57237  
50

DOCUMENT 00 0510  
NOTICE OF AWARD

Dated: July 18, 2017

TO: Peterson Contractors Inc.

ADDRESS: 104 Blackhawk St.  
Reinbeck, IA 50669

PROJECT: Tedesco Environmental Learning Corridor

CONTRACT FOR: Bid Package #1 Stream Restoration

You are notified that your Bid dated July 11, 2017, for the above contract has been considered. You are the apparent successful bidder for a contract for the Tedesco Environmental Learning Corridor, Bid Package #1 – Stream Restoration.

The Contract Price of your contract is eight hundred ten thousand, three hundred seventy-nine dollars and fifty cents (\$810,379.50), in accordance with your bid.

Shive-Hattery will have Action Reprographics send any returned sets of bid documents to your office for your use.

Please provide the following upon receipt of this award and owner-general contractor agreement.

1. Deliver to Shive-Hattery, Inc. one electronic fully executed copy of this Notice of Award.
2. Deliver to Shive-Hattery, Inc. one electronic fully executed counterpart of the forthcoming Owner/Contractor Agreement. Each must bear your signature. Once received, Shive-Hattery will return to the Owner for execution.
3. Deliver to Shive-Hattery, Inc. following the execution of the Agreement the Performance Bond and Payment Bond.
4. Deliver to Shive-Hattery, Inc. the Certificate of Insurance. Note the requirements for a Power-of-Attorney or other evidence indicating that the person signing this Certificate of Insurance is the authorized representative of the insurance company. In addition, the contractor is required to name the Owner, Shive-Hattery, Inc., and their agents as additional insureds. This statement must appear on all insurance certificates.
5. Submit to Shive-Hattery, Inc. a submittal schedule and project milestone schedule prior to the pre-construction meeting.
6. Submit to Shive-Hattery, Inc. a completed sub-contractors and suppliers list prior to the pre-construction meeting.

Failure to comply with these conditions may entitle the Owner to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Upon execution, the Owner will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

Prepare submittals such as shop drawings, certifications, samples, etc. per the specifications as soon as possible. All submittals must be approved before any item may be manufactured or purchased.

Tedesco Environmental Learning Corridor - BP#1 Stream Restoration  
416259-0  
00 0510-1

DOCUMENT 00 0510  
NOTICE OF AWARD

You, as general contractor, are responsible for getting a Preconstruction Conference scheduled per section 01 3000. It is required that representative from your firm in charge of the project, and any key subcontractors, attend this meeting. We will discuss the administrative details of the project and answer any questions you may have relative to the project at that time.

Story County  
Owner

By: [Signature]  
Authorized Signature

BOS Chair  
Title

ACCEPTANCE OF AWARD

Peterson Contractors, Inc.  
Contractor

By: [Signature]  
Authorized Signature

president  
Title

7-24-17  
Date

END OF DOCUMENT





POLICY NUMBER: 41 CSE QU2151



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

**Name of Person or Organization:**

APPLIES WHERE CG2010 1001 IS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: 41 CSE QU2151



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - OWNERS, LESSEES OR  
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

**SCHEDULE**

<p><b>Name of Person or Organization:</b></p> <p>APPLIES WHERE CG2037 1001 IS REQUIRED BY WRITTEN CONTRACT OR AGREEMENT</p>
<p><b>Location And Description of Completed Operations:</b></p> <p>ALL</p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".



# PROCTOR MECHANICAL CORPORATION

SINCE 1932

1100 HOAK DRIVE • WEST DES MOINES, IOWA 50265 • 515-288-2251 • FAX 515-288-2722

July 24, 2017

To: Story County Justice Center

Attention: Mr. Cal Pearson

**RE: Domestic Water Booster Pump**

Mr. Pearson,

For the sum of \$37,830.00 we propose to furnish all material, equipment and labor necessary to install a Canaris Booster Duplex System, Variable speed.

**Our Proposal Includes:**

- Install the new pump
- 1 shut down to hook into the existing system
- Bypass valve
- Isolation valves on equipment
- Insulation
- Start up
- Owner training

**We Exclude:**

1. Bond
2. Electrical (owner provided)
3. Fire Protection
4. Cutting and Patching
5. Concrete Pads (owner provided)

Signed by:

Russ Stone, Proctor Mechanical Corporation

Signed by:

Story County

7-24-17

Date

8-1-17

Date



one team. **1** one vision.



PIPEFITTING | PLUMBING | SHEET METAL | HEATING | AC | REFRIGERATION  
TEMPERATURE CONTROLS | ELECTRICAL | DESIGN-BUILD

STORY COUNTY UTILITY PERMIT

Date 7/21/2017

To the Board of Supervisors, Story County, Iowa:

The Qwest Corp. d/b/a Centurylink QC Company, incorporated under the laws of Iowa, with its principal place of business at 2103 E University Ave, DSM, IA, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Fiber Optic on secondary route 566th Ave, from SECTION:07 TOWNSHIP:83 RANGE:23 NW SE to SECTION:07 TOWNSHIP:83 RANGE:23 SW SE, a distance of 0.302 miles.

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

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

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

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

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

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

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

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 7/21/2017

Joseph Ketchum

Name of Company (Applicant - Permittee)

joseph.ketchum@centurylink.com

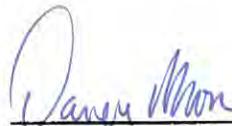
816-585-2204

by

Phone no.

Recommended for Approval:

Date 7-24-17



515-382-7355

County Engineer

Phone no.

Approved:

Date 8-1-17



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.



From Sta. 16+96, plow new 7-WY FP  
w/72-CT MF 5' East of the BOC, going  
South to Sta. 43+30 (2,632').

TO SHEET 10

37+50

568TH AVE

ROW

BOC

B

BOC

ROW

17.5'

5'

12.5'

25'

40+00

TO SHEET 12

ADDRESS: 56829 US HWY 30  
CITY/STATE: Ames, IA  
ZIP: 50010  
COUNTY: Story



Scale: 1" = 40'

CITY OF AMES, IA PERMITS REQUIRED  
LOCATE ALL UTILITIES 48 HOURS PRIOR TO CONSTRUCTION

DATE: 7/17/17  
PROJECT: CDFS  
PROJECT#: N.270183  
CLL: AMESIATC  
SHEET: 11 of 18  
REVISION: 0

CHC ENGINEER: Charles McClellan  
PHONE: (870) 323-3026  
EMAIL: cmcclellan@chccconsulting.com



CHC CONSULTING

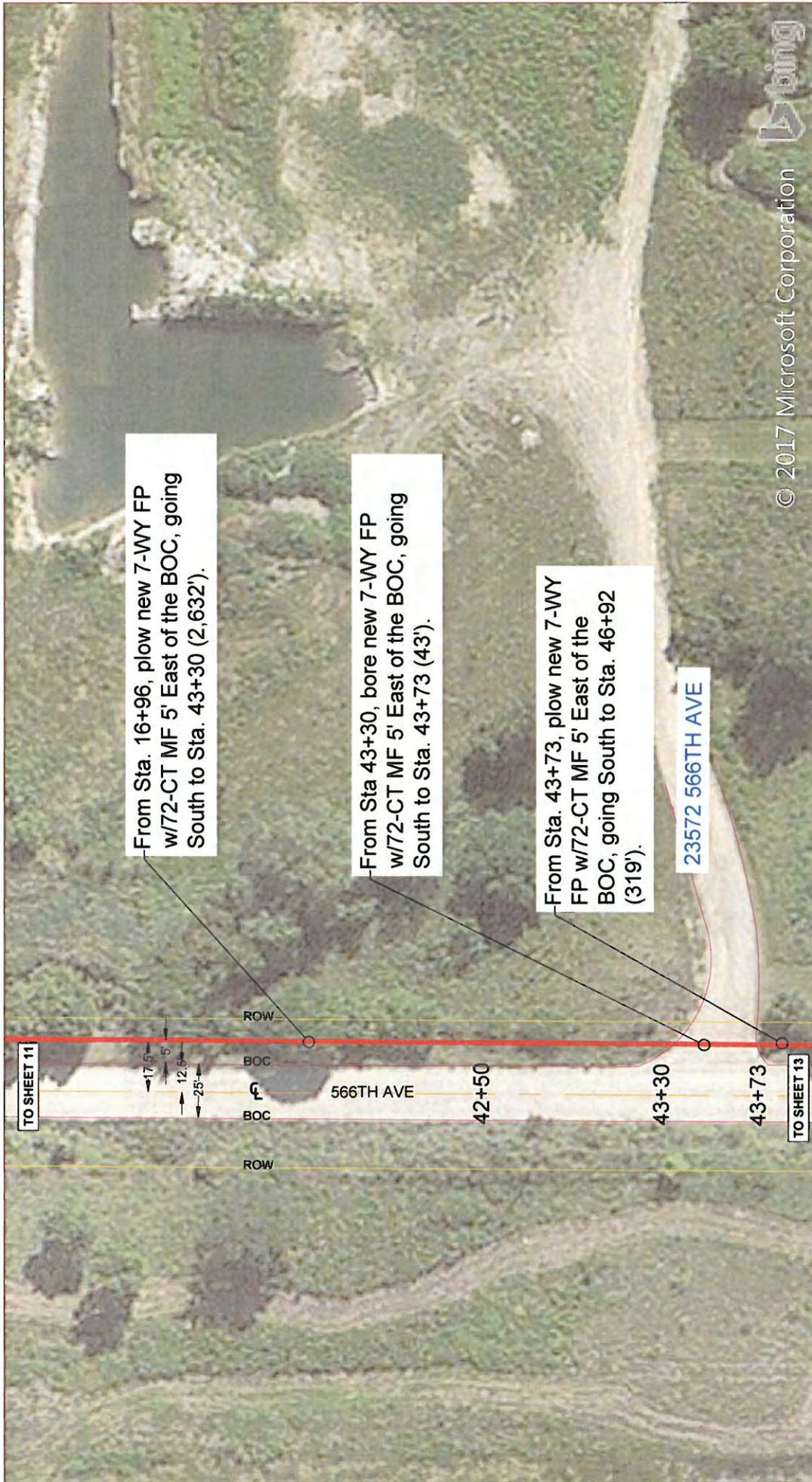
CENTURYLINK ENGINEER: Craig Folk  
PHONE: (605) 339-5948  
EMAIL: Craig.Folk@CenturyLink.com



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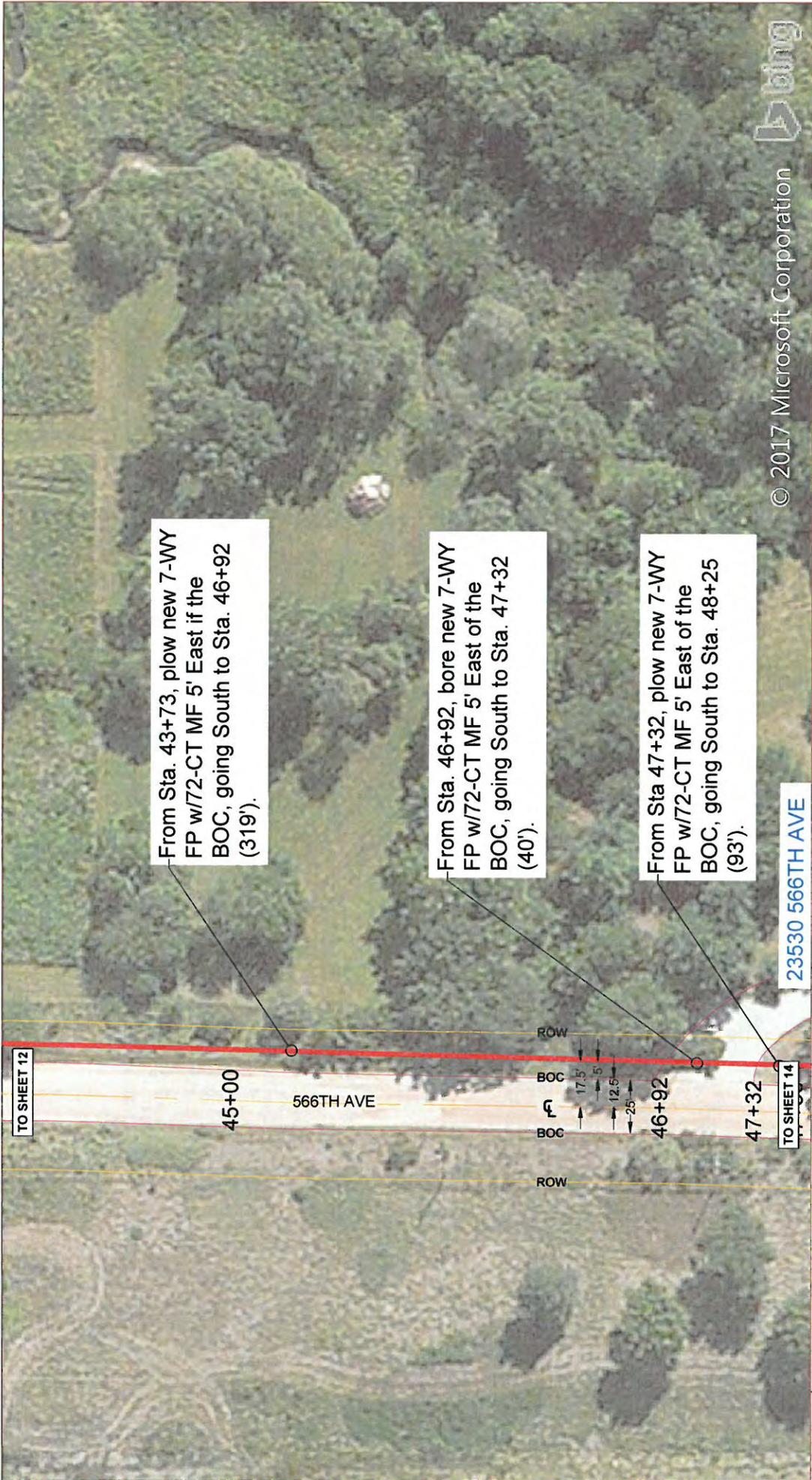
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 Scale: 1" = 40'	ADDRESS: 56829 US HWY 30 CITY/STATE: Ames, IA ZIP: 50010 COUNTY: Story CITY OF AMES, IA PERMITS REQUIRED LOCATE ALL UTILITIES 48 HOURS PRIOR TO CONSTRUCTION	DATE: 7/17/17 PROJECT: CDFS PROJECT#N: 270183 CLLI: AMESIATC SHEET: 12 of 18 REVISION: 0	 <b>CHC CONSULTING</b>	CHC ENGINEER: Charles McClellan PHONE: (870) 323-3026 EMAIL: cmcclellan@chcconsulting.com	CENTURYLINK ENGINEER: Craig Folk PHONE: (605) 339-5948 EMAIL: Craig.Folk@CenturyLink.com
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From Sta. 43+73, plow new 7-WY  
FP w/72-CT MF 5' East of the  
BOC, going South to Sta. 46+92  
(319').

From Sta. 46+92, bore new 7-WY  
FP w/72-CT MF 5' East of the  
BOC, going South to Sta. 47+32  
(40').

From Sta 47+32, plow new 7-WY  
FP w/72-CT MF 5' East of the  
BOC, going South to Sta. 48+25  
(93').

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CENTURYLINK ENGINEER: Craig Folk  
PHONE: (605) 339-5948  
EMAIL: Craig.Folk@CenturyLink.com



CHC ENGINEER: Charles McClellan  
PHONE: (870) 323-3026  
EMAIL: Cmcclellan@chcconsulting.com



CHC CONSULTING

23530 566TH AVE

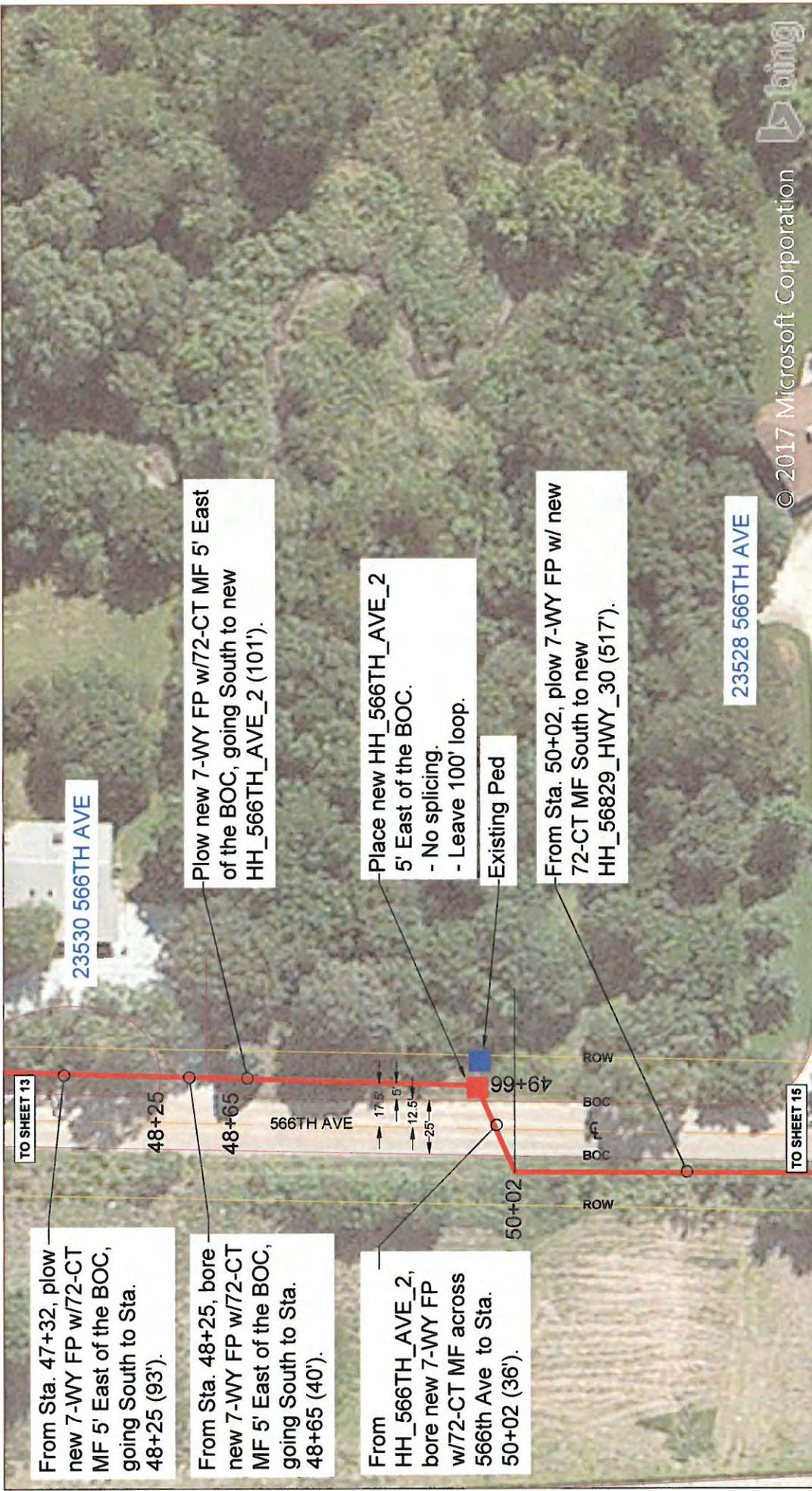
DATE: 7/17/17  
PROJECT: CDFS  
PROJECT#: N:270183  
CLI: AMESIATC  
SHEET: 13 od 18  
REVISION: 0

ADDRESS: 56829 US HWY 30  
CITY/STATE: Ames, IA  
ZIP: 50010  
COUNTY: Story

CITY OF AMES, IA PERMITS REQUIRED  
LOCATE ALL UTILITIES 48 HOURS PRIOR TO CONSTRUCTION



Scale: 1" = 40'



From Sta. 47+32, plow new 7-WY FP w/72-CT MF 5' East of the BOC, going South to Sta. 48+25 (93').

From Sta. 48+25, bore new 7-WY FP w/72-CT MF 5' East of the BOC, going South to Sta. 48+65 (40').

From HH\_566TH\_AVE\_2, bore new 7-WY FP w/72-CT MF across 566th Ave to Sta. 50+02 (36').

Plow new 7-WY FP w/72-CT MF 5' East of the BOC, going South to new HH\_566TH\_AVE\_2 (101').

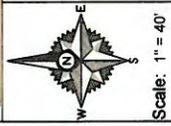
Place new HH\_566TH\_AVE\_2 5' East of the BOC.  
- No splicing.  
- Leave 100' loop.

Existing Ped

From Sta. 50+02, plow 7-WY FP w/ new 72-CT MF South to new HH\_56829\_HWY\_30 (517').

23528 566TH AVE

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ADDRESS: 56829 US HWY 30  
CITY/STATE: Ames, IA  
ZIP: 50010  
COUNTY: Story  
CITY OF AMES, IA, PERMITS REQUIRED  
LOCATE ALL UTILITIES 48 HOURS PRIOR TO CONSTRUCTION

DATE: 7/17/17  
PROJECT: CDFS  
PROJECT#N: 270183  
CLL: AMESIATC  
SHEET: 14 of 18  
REVISION: 0

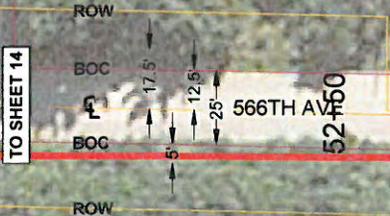
CHC ENGINEER: Charles McClellan  
PHONE: (870) 323-3026  
EMAIL: cmcclellan@chcconsulting.com

CENTURYLINK ENGINEER: Craig Folk  
PHONE: (605) 339-5948  
EMAIL: Craig.Folk@CenturyLink.com



23528 566TH AVE

From Sta. 50+02, plow 7-WY FP w/ new 72-CT MF 5' west of the BOC, going South to new HH\_56829\_HWY\_30 (517').



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ADDRESS: 56829 US HWY 30  
 CITY/STATE: Ames, IA  
 ZIP: 50010  
 COUNTY: Story  
 CITY OF AMES, IA PERMITS REQUIRED  
 LOCATE ALL UTILITIES 48 HOURS PRIOR TO CONSTRUCTION

DATE: 7/17/17  
 PROJECT: CDFS  
 PROJECT#: N.270183  
 CLLI: AMESIATC  
 SHEET: 15 of 18  
 REVISION: 0

CHC ENGINEER: Charles McClellan  
 PHONE: (870) 323-3026  
 EMAIL: cmccllellan@chcconsulting.com

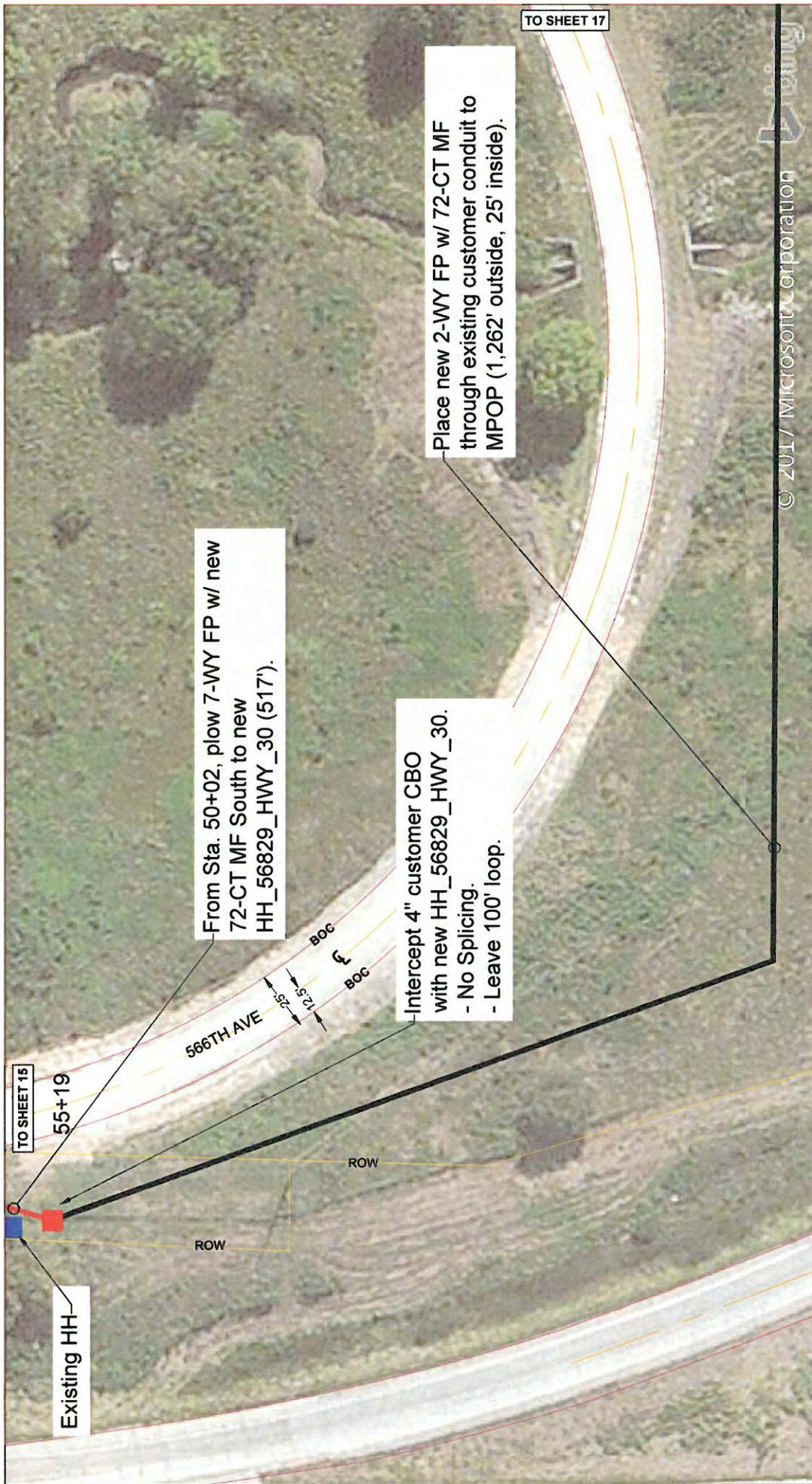


CHC CONSULTING

CENTURYLINK ENGINEER: Craig Folk  
 PHONE: (605) 339-5948  
 EMAIL: Craig.Folk@CenturyLink.com



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TO SHEET 15

55+19

Existing HH

From Sta. 50+02, plow 7-WY FP w/ new 72-CT MF South to new HH\_56829\_HWY\_30 (517').

Intercept 4" customer CBO with new HH\_56829\_HWY\_30.  
 - No Splicing.  
 - Leave 100' loop.

Place new 2-WY FP w/ 72-CT MF through existing customer conduit to MPOP (1,262' outside, 25' inside).

TO SHEET 17

 <p>Scale: 1" = 40'</p>	<p>ADDRESS: 56829 US HWY 30          CITY/STATE: Ames, IA          ZIP: 50010          COUNTY: Story</p> <p>CITY OF AMES, IA PERMITS REQUIRED          LOCATE ALL UTILITIES 48 HOURS PRIOR TO CONSTRUCTION</p>	<p>DATE: 7/17/17          PROJECT: CDFS          PROJECT#: N.270183          CCLI: AMESIATC          SHEET: 16 of 18          REVISION: 0</p>	<p>CHC ENGINEER: Charles McClellan          PHONE: (870) 323-3026          EMAIL: cmcclellan@chcconsulting.com</p>  <p>CHC CONSULTING</p>	<p>CENTURYLINK ENGINEER: Craig Folk          PHONE: (605) 339-5948          EMAIL: Craig.Folk@CenturyLink.com</p>  <p>CenturyLink®</p>
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## ANIMAL RESCUE SERVICE CONTRACT

This contract and Agreement is entered into by and between Story County, Iowa and the City of \_\_\_\_\_, Iowa pursuant to the authority, and by the procedures of Chapter 28E, Code of Iowa.

1. Purpose:

Under this contract, Story County shall provide said City with services of domestic animal rescue as set forth more specifically in succeeding paragraphs herein with the exception of 2(e) and (f). Story County will not provide service with regard to wild animals except as noted below in the Scope of Services, and in the sole discretion of Story County.

2. Scope of services (pursuant to Story County Code of Ordinances):

- a. Transportation of animals impounded by the contracting city.
- b. Shelter and board for the impounded animals.
- c. Issuance of applicable impoundment charges on impounded animals pursuant to Story County Code of Ordinances.
- d. Cat, dog, and other small domesticated animal adoption service for appropriately impounded animals.
- e. Investigation and disposition of rabid, sick or injured animals.
- f. Supervision of quarantine procedures and rabies testing.
- g. Collection and impounding of City trapped cats.
- h. Arrange for emergency veterinary care or provision of first-aid treatment.
- i. Provision of humane euthanasia of unclaimed cats and dogs pursuant to Iowa Code 351.37.
- j. Rescue of animals in unusual or emergency circumstances (i.e. flood waters, fire, etc., with permission from appropriate City Official).
- k. One letter sent to resident of said City when requested by said City and only after prior attempts at resolution by City.

Any other animal control related problem may be dealt with at the Animal Control Officer's discretion.

**APPROVED**      **DENIED**

Board Member Initials: RS

Meeting Date: 8-1-17

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

\_\_\_\_\_

\_\_\_\_\_

**\*The City understands that all service is subject to the Animal Control Officer's availability and discretion.\***

Initial here if City prefers to be notified prior to Animal Control Officer's response in non-emergency situations. If you checked the box, please provide a twenty-four (24) hour phone number: \_\_\_\_\_.

3. Consideration: (Quarterly billing)

The City will pay Story County, Iowa, based on the following fee schedule:

(No trip charge will be assessed from 8:00 a.m. to 3:00 p.m., Monday – Friday)

- a. \$50.00 per officer involved, per trip between the hours of 3:00 p.m. and 8:00 a.m., Monday through Friday, all day Saturday, Sunday and holidays.
- b. \$25.00 per trip for investigations (regardless of whether or not an animal is detained), confining an animal, and other services as needed.
- c. \$6.50 per day up to a maximum of seven (7) days per unclaimed dog for boarding and transportation costs.
- d. \$5.50 per day up to a maximum of seven (7) days per unclaimed cat for boarding and transportation costs.
- e. \$5.50 per day up to a maximum of seven (7) days per unclaimed exotic animal for boarding and transportation costs.
- f. \$10.00 per day up to a maximum of seven (7) days per unclaimed head of livestock for boarding and transportation costs. Depending on animal size, if a trailer is needed to transport an animal, add an additional \$35.00.
- g. \$15.00 for euthanasia of each unclaimed or unwanted cat no held for seven (7) days, due to sickness, injury or rabies testing.
- h. \$25.00 for euthanasia of each unclaimed or unwanted dog not held for seven (7) days, due to sickness, injury or rabies testing.
- i. \$20.00 for euthanasia of each wild animal species such as opossum, raccoon, etc.
- j. \$5.00 per day for rental of cat box trap.
- k. \$8.00 per day for rental of dog box trap.
- l. \$10.00 per citation issued at the request of said City.
- m. \$10.00 handling/transportation charge for all domestic animals held less than seven (7) days.
- n. At the discretion of said City and Animal Control, an animal may be held and boarded for less than a minimum seven (7) days if the animal is:

Significantly sick or injured, ill-tempered or vicious, feral/wild (not adoptable, applicable to cats and dogs only), believed to have been exposed to a disease infectious to animals or humans.

4. Rescue and removal charges:

For any animal in unusual or emergency circumstances - \$50.00 per trip, per Animal Control Officer needed, and any other applicable fees (which may include, but are not limited to, Sheriff's Office invoices for service).

All diagnostic and/or quarantine costs shall be paid by the City.

5. Recording requirements:

In Accordance with Iowa Code Chapter 28E, a copy of this agreement shall be filed with the Secretary of State and recorded with the Story County Recorder.

6. Termination:

Either party may terminate this agreement without penalty at any time by giving written notice at least thirty (30) days before the effective date of such termination.

7. Effective date:

This agreement shall become effective upon formal passage and execution of the Board of Supervisors above named and upon filing of this agreement with the Secretary of State of Iowa.

8. Duration and term:

The initial term of this agreement shall be for a period of one year commencing on July 1, 2017, and terminating on June 30, 2018 but this agreement shall continue on a year to year basis unless terminated by any party hereto as provided below.

9. Amendment:

This agreement may not otherwise be amended or altered without a written, signed, and filed amendment to the agreement executed by the parties hereto.

In witness whereof the parties hereto have, by their authorized representatives, executed this agreement.

Story County, Iowa

By: \_\_\_\_\_  
Chairperson                      Date

City of \_\_\_\_\_

By \_\_\_\_\_  
Mayor                                      Date

ATTEST

\_\_\_\_\_  
Auditor                                      Date

\_\_\_\_\_  
Clerk    Date

Story County Animal Control

By: \_\_\_\_\_  
Animal Control Director      Date

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EN Hello, Lisa

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Roll over image to zoom in

Motorola Solutions

### Zebra (Formerly Motorola Symbol) DS9208 Digital Hands-Free Barcode Scanner (1D and 2D) with USB Cable

1 customer review

Price: ~~\$285.00~~

Sale: \$169.99 & **FREE Shipping**. Details

You Save: \$115.01 (40%)

Get \$50 off instantly: Pay \$119.99 upon approval for the Amazon Rewards Visa Card.

| Try Fast, Free Shipping

In stock on July 31, 2017.

Order it now.

Sold by Super Office and Fulfilled by Amazon. Gift-wrap available.

- Scans 1-D, 2-D and PDF417 bar codes on paper, mobile phones and computer displays-----Scan virtually any bar code on any medium; supports the technology your customers are embracing — mobile bar codes
- New small footprint-----Most compact device in its class, fits in the most space constrained areas, yet offers flexibility of a much larger scanner — the large high-mounted exit window enables scanning of even taller items
- New sleek design-----Perfect in the most design conscious environments, Omnidirectional scanning----- Eliminates the need to align bar code and scanner
- Handheld and hands-free modes-----Dual mode functionality saves time; keeps lines moving and minimizes wait times; eliminates the need to lift heavy items, reducing the opportunity for injury
- 5 ft./1.5 m drop spec and recessed exit window----- Increased durability: can endure drops; prevents nicks and scratches on the exit window that could degrade performance

Used & new (4) from \$92.39 & FREE shipping. Details

Report incorrect product information.

Share



Buy new: \$169.99

Qty: 1 ▾

Include 4-Year Protection for \$13.66

Include 3-Year Protection for \$8.79

Add to Cart

Turn on 1-Click ordering for this browser

Ship to:

Story County Audi- Nevada - 50201

Buy used: \$92.39

Add to List

Other Sellers on Amazon

Used & new (4) from \$92.39 & FREE shipping. Details

Have one to sell?

Sell on Amazon

#### Frequently bought together



Total price: To see our price, add these items to your cart. Why don't we show the price?

Add all three to Cart

Add all three to List

**APPROVED** **DENIED**

Board Member Initials: AS

Meeting Date: 8-1-17

Phone #                     

\_\_\_\_\_

\_\_\_\_\_

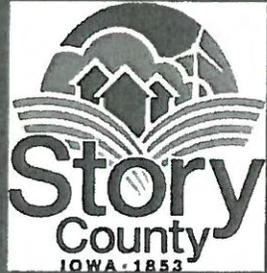
~~APPROVED~~ DENIED  
Board Member Initials: RS  
Meeting Date: 2-1-17  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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# STORY COUNTY FAÇADE IMPROVEMENT GRANT PROGRAM

A Public-Private Partnership Program sponsored by Story County  
to revitalize small town commercial business areas

Story County, Iowa



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# STORY COUNTY FAÇADE IMPROVEMENT GRANT PROGRAM

## PROGRAM GUIDELINES

### PURPOSE

Story County identifies that the aesthetic quality and the economic vitality of each business is linked with the success of surrounding commercial establishments. Revitalized business districts can contribute greatly to the revitalization of the community-at large and extends beyond the community to the entire region. The **Story County Façade Improvement Grant Program** provides financial assistance to the city governments, working in collaboration with private commercial businesses within their city limits, for façade improvements. The purpose is to support the revitalization of business districts in small towns by stimulating private investments that enhance the appearance of buildings and properties.

### ELIGIBILITY

#### ALLOWABLE AWARDS

The County will award a one-time reimbursement grant up to 20% or not more than \$10,000 towards the total project costs of façade improvements. The city shall provide matching funds equal to or greater than the maximum provided by the County. The matching funds can be either direct funds or in-kind. In-kind matching funds must be demonstrated through the following means:

- assigned value is reasonable, consistent, and is suitably allocated within the program budget; and
- basis used for determining the value of the personal services, material or equipment, facility use or building contributed is documented.

Total disbursement by the County in Fiscal Year 2018 (July 1, 2017, through June 30, 2018) shall be \$10,000. The County reserves the right to fund one or several applications as funding allows. An applicant may only submit and receive funding for one application each fiscal year.

#### ELIGIBLE APPLICANTS

It is the goal of the program to create public-private partnerships between the business owners, city government, and the County, to create the greatest benefit to all citizens both within the city and county as a whole. The city acts as the "applicant" for all applications for the **Story County Façade Improvement Grant Program**. Eligible properties and/or businesses shall work with the city council of their respective community. A city shall apply on behalf of the eligible properties and/or business and all funds disbursements from the County shall go to the city. Additional applicant requirements are identified in the "Terms of Agreement" found at the end of the program guidelines.

Eligible properties are located in communities within Story County with a population less than 2,000 persons, according to the 2010 US Census.

The eligible business shall be a legally established and licensed business in the State of Iowa and shall be in conformance with all applicable City/County/State codes and regulations. The County reserves the right to deny and/or withhold funding to properties delinquent on payment of fines, fees or taxes. Ineligible properties include owners of--primarily residential structures, churches and other religious institutions, tax delinquent property or a property whose owner has any other tax delinquent property.

In addition, any projects that have commenced prior to their approval by the County shall be ineligible for grant funding.

### **ELIGIBLE IMPROVEMENTS**

Eligible expenditures will include only projects oriented towards the exterior improvements of existing structures; the portion visible from the road right-of-way upon which the structure fronts. All work must result in a publicly visible improvement. Grants cannot be used to correct code violations or occurrences covered by insurance.

All improvements, except for painting, shall be completed by a licensed contractor, and shall be made in conformance with all applicable building codes, laws and zoning requirements.

#### *ELIGIBLE IMPROVEMENTS INCLUDE:*

- Exterior buildings improvements, either cosmetic and/or structural
- Signage\*(not including billboards)
- Lighting\*
- Landscaping\*

\*These improvements shall apply if it has been determined that the structural and cosmetic conditions of the façade are at an acceptable level.

Exterior improvements must be of compatible color/style with the surrounding building and architecture. Exceptions may be considered on a case by case basis. If a structure is of historic significance (i.e. it has been listed as a local landmark, is listed or is eligible for listing on the National Register of Historic Places), improvements must be in conformance with the *Secretary of Interior's Standards for Rehabilitation*, as well as *Guidelines for Rehabilitating Historic Buildings* will apply.

During the application review, special consideration will be given to projects that meet the following criteria:

- Structures located in their respective central business district, i.e. Main Street.
- Projects that leverage more private investment than the required matching amount.
- Projects designed by a licensed architect.
- Historic structures.

### **APPLICATION ROUTING**

Once the application materials are complete, a property/business owner shall submit all materials to their respective city. The city will review the application and make a determination of the maximum match they are able to contribute towards the project, keeping in mind there the requirement that the city shall provide matching funds equal to or greater than the maximum provided by Story County. Once the city has made a match determination, they shall forward the application to the County, for review.

### **APPLICATION DEADLINE**

Applications are accepted at any time; however, an application must be approved by the Board of Supervisors prior to work being undertaken. Qualified projects to be awarded on a first come, first served basis following the beginning of the fiscal year.

Work is expected to be completed and bills submitted within 12 months of the grant award date. A complete copy of bills from expenses relating to the project must be presented to Story County before the grant money will be awarded. The amount of the grant may be adjusted if the actual cost is lower than the estimated cost. Any deviations from the approved application may disqualify the applicant.

# STORY COUNTY FAÇADE IMPROVEMENT GRANT PROGRAM APPLICATION FORM



## PROJECT INFORMATION

PROJECT ADDRESS 108 EAST MAIN STREET PROPERTY OWNER CITY OF ZEARING

BUSINESS OWNER  
(IF DIFFERENT FROM  
PROPERTY OWNER) \_\_\_\_\_ NAME OF  
BUSINESS \_\_\_\_\_

## CONTACT INFORMATION

APPLICANT (CITY CONTACT PERSON) KAREN M. DAVIS CONTACT ADDRESS 105 WEST MAIN ST., PO BOX 235 ZEARING, IA 50278

PHONE 641-487-7477 E-MAIL zearing@netins.net

AMOUNT REQUESTED: \$6,868 MATCHING AMOUNT: \$27,476

### APPLICATION ATTACHMENT CHECKLIST

In addition to the completed application, please attach the following:

- Written consent from property owner giving permission to conduct improvements
- Color photographs of existing conditions
- Written statement that outlines in detail scope of the project
- Project budget that includes detailed cost estimates prepared by contractors
- Any design documents prepared by a licensed architect or engineer, if available

### PLEASE READ

By signing below you certify that to the best of your knowledge you have submitted all the required information to apply for a façade grant and that the information is accurate. You further acknowledge that you have read and agree to the Terms of Agreement outlined on the back of this form.

SIGNATURE OF PROPERTY/BUSINESS OWNER: \_\_\_\_\_ DATE \_\_\_\_\_

SIGNATURE OF APPLICANT: *Deirdre Amanda Meyer* DATE 7-19-17  
Name and Title (Chief Elected Official)

**SUBMIT COMPETED APPLICATION TO:**  
Story County – County Outreach and Special Projects Manager  
900 6<sup>th</sup> Street - Nevada, Iowa 50201  
or email to: [lharter@storycountyia.gov](mailto:lharter@storycountyia.gov)

## Terms of Agreement

- The applicant is the city.
- The applicant and property/business owner meets all of the eligibility criteria outlined in the **Story County Façade Improvement Grant Program**.
- No funds are approved for the proposed improvements until the applicant is notified in writing and meets all Program requirements. **Work completed prior to final approval is ineligible for funding.**
- All funds are distributed on a reimbursement basis after all work is completed.
- The applicant shall ensure that work is performed in a satisfactory manner, as determined by the County, conforming to the approved application, project budget, and project schedule.
- The applicant shall be responsible for at least the matching funds equal to or greater than the maximum provided by the County. The applicant shall keep record of all documents, receipts, lien waivers, etc., to substantiate that they are in conformance with this requirement.
- No changes to the approved project plans shall be made without prior consent from Story County.
- Grant funds shall be disbursed only upon the satisfactory completion of the project in accordance with the approved plans for the project. It is the responsibility of the applicant and/or business to demonstrate that the project is satisfactorily complete.
- Grant funds are only to be used for the scope of the project approved by the County, and no other renovations or improvements of the structure or business.
- The applicant authorizes Story County to promote their approved project, including, but not limited to, displaying a sign at the site during and after the construction, and using photographs and descriptions of the project in County media materials.

## Acknowledgement of Terms of Agreement

SIGNATURE OF APPLICANT: Edwin Fernandez-Amador, Mayor DATE 7-19-17  
Name and Title (Chief Elected Official)

# *Zearing Façade Project*

## **108 East Main Street**

The building at 108 East Main Street was built in 1905. It is a 2000 square foot, 2 story building. This building has housed several businesses through its lifetime. Bank, Post Office, Barber shop are just a few examples. It also has had two apartments on the second story (see building photos behind **TAB 1**).

The City of Zearing acquired the property at 108 East Main Street through the process of condemnation on Feb 5, 2016. Application was then submitted to the Iowa Department of Natural Resources for the Derelict Building Grant. The grant was awarded for the Asbestos Inspection, Abatement and the Structural Analysis of the building. By December of 2016, all the steps of this process were completed.

The options available for the building became clear: removal or restoration. With the exception of the façade, the building's roof and walls are structurally sound. The City Council agreed that the community didn't want another vacant lot on Main Street. The City Council discussed the matter further at the January and February 2017 meetings. The City Council took action at their March 13, 2017 meeting to submit an application to the Story County Board of Supervisors for façade funding support and commit the needed funding to complete the project to renovate the exterior of the building (see letter from Mayor behind **TAB 2**).

The Façade Grant will be used to restore the exterior of the building. This will allow for the replacement of windows that have loose panes of glass. The repair of the 2<sup>nd</sup> story bay window is especially important because it is a distinct feature that identifies the building historically. The replacement of doors will properly secure the building. The project will also fund tuckpointing as well as replacement of any missing brick.

The main goal is to secure the exterior of the building's windows, doors and brick to allow it to stand for years to come. This grant will allow the property to have a much needed "facelift" while the City of Zearing pursues development opportunities.

**Project Budget:**

**Total Project Cost Estimate: \$34,344 (see project estimates behind TAB 3)**

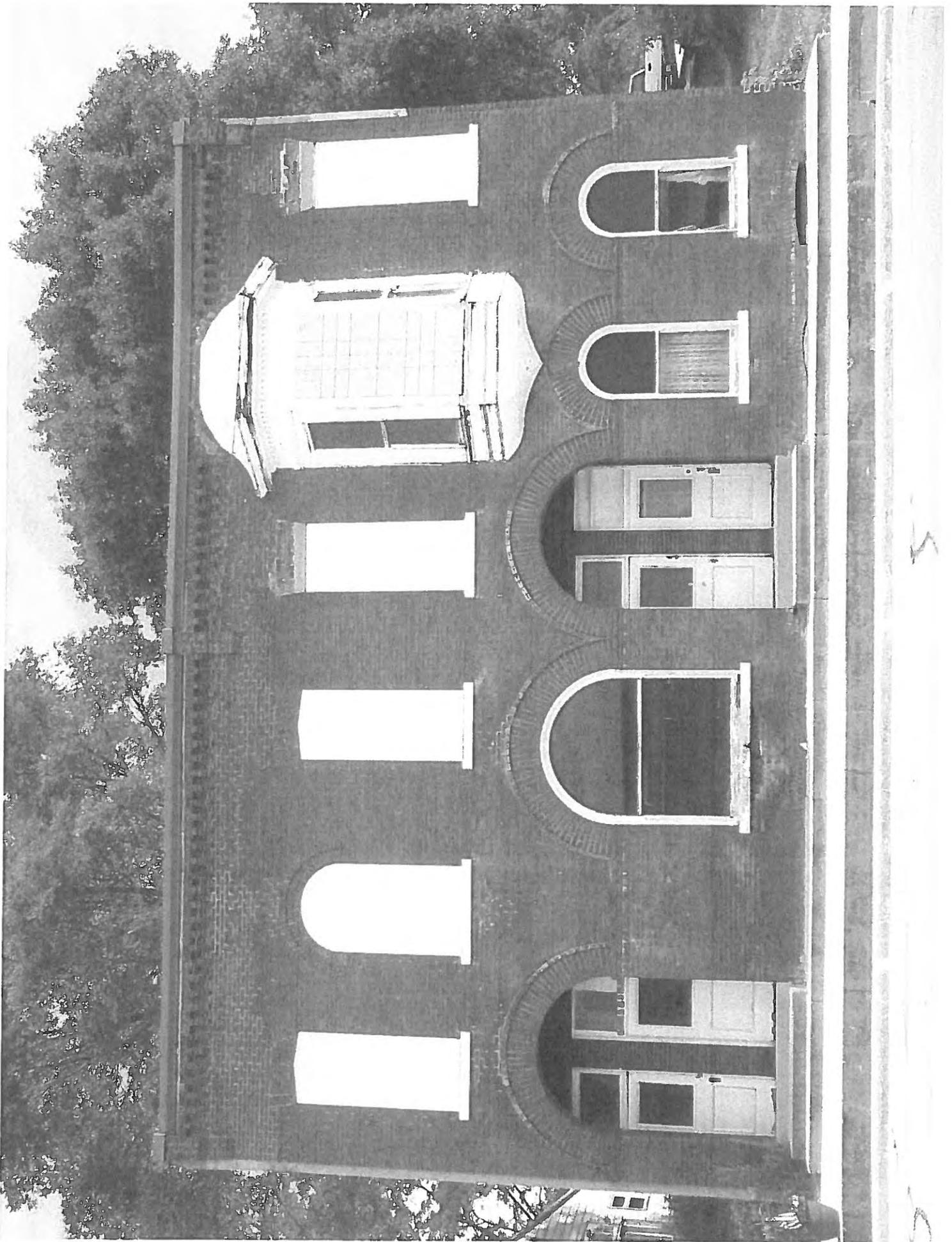
**Façade Funding Program Request: \$6,868 (20% of project estimates)**

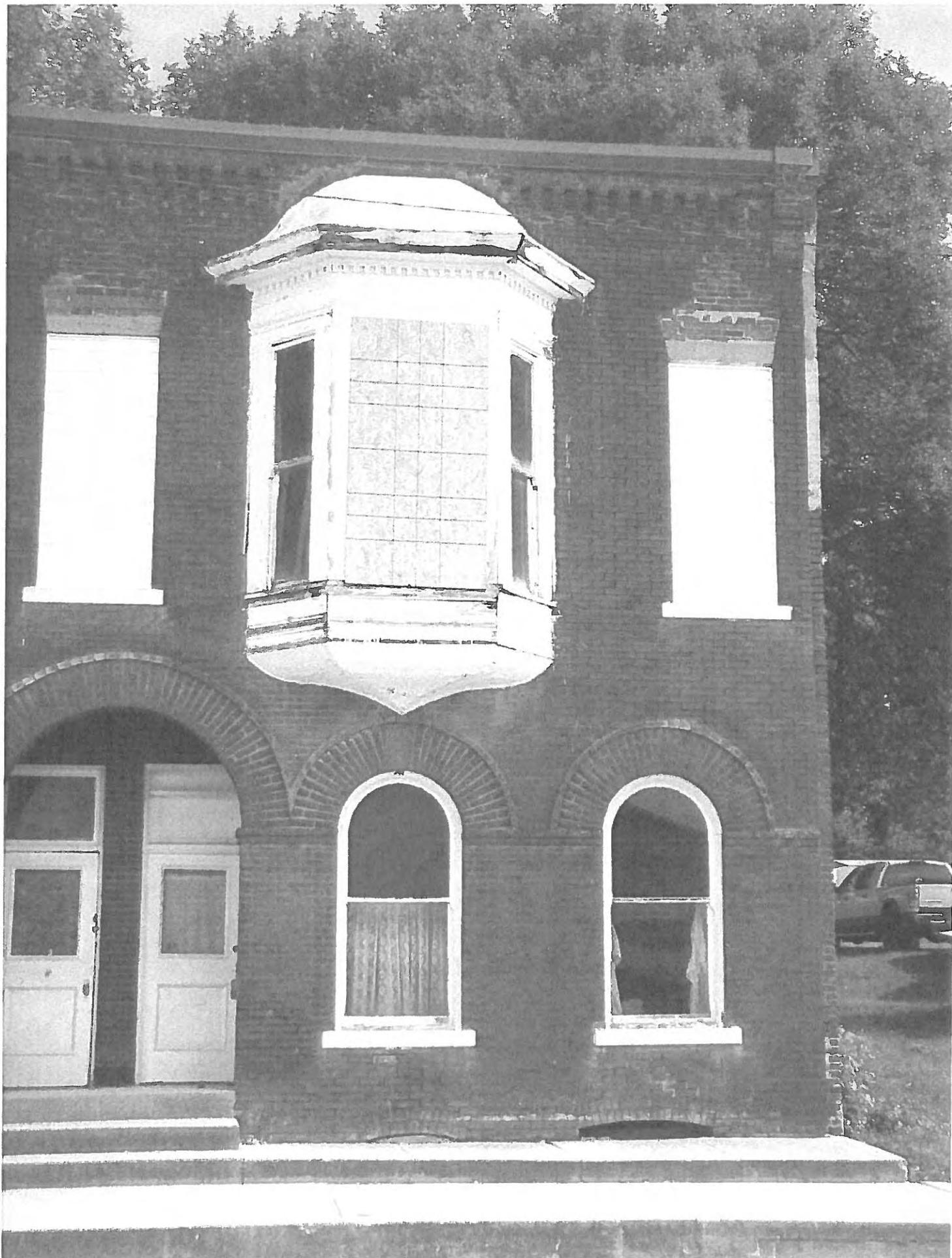
	City of Zearing	Story County Façade Improvement Grant	TOTAL
Window, Plaster, Paint	\$9,900		\$9,900
Repoint South Wall	\$17,576	\$6,868	\$24,444
<b>TOTALS</b>	<b>\$27,476</b>	<b>\$6,868</b>	<b>\$34,344</b>

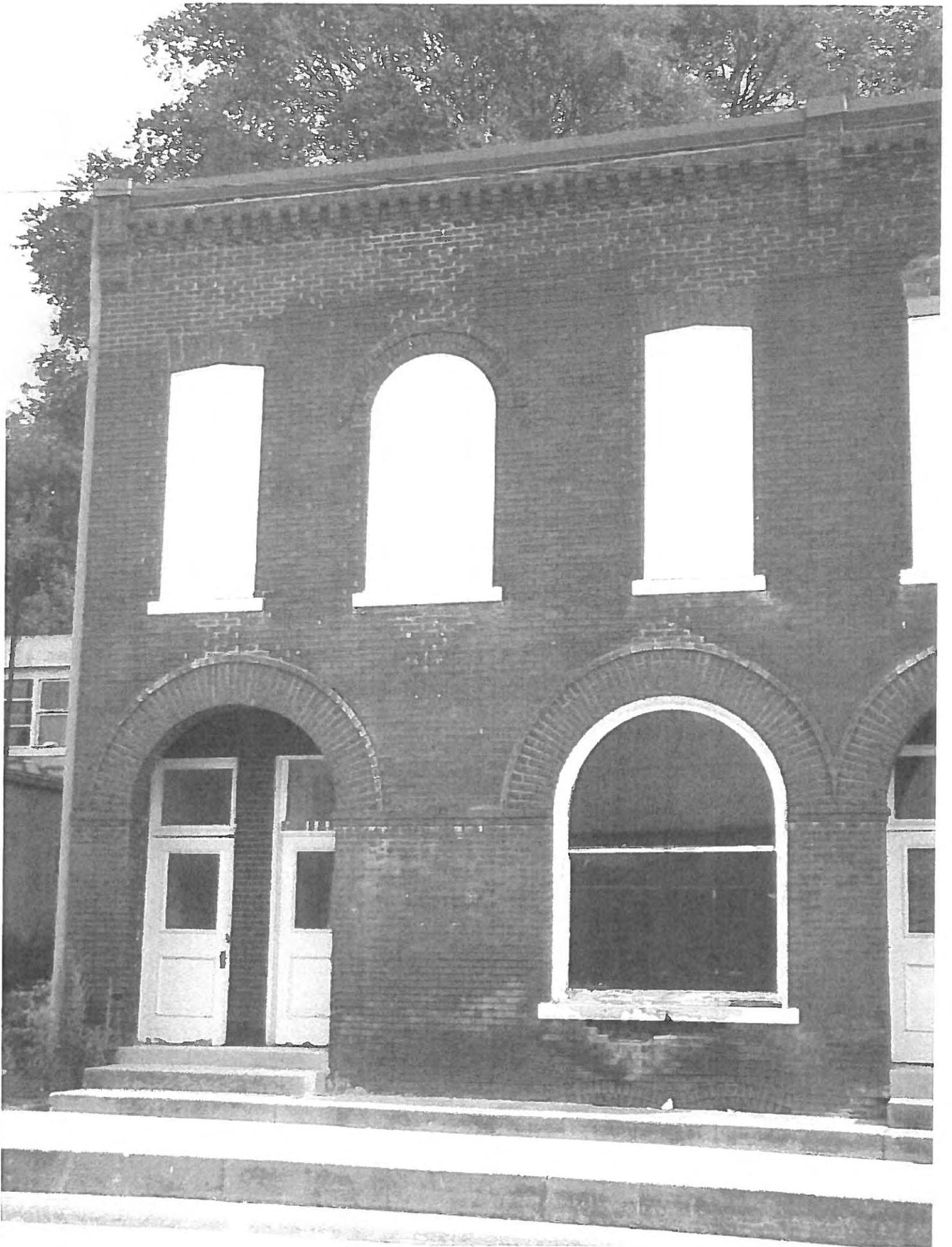
**Project Timeline:**

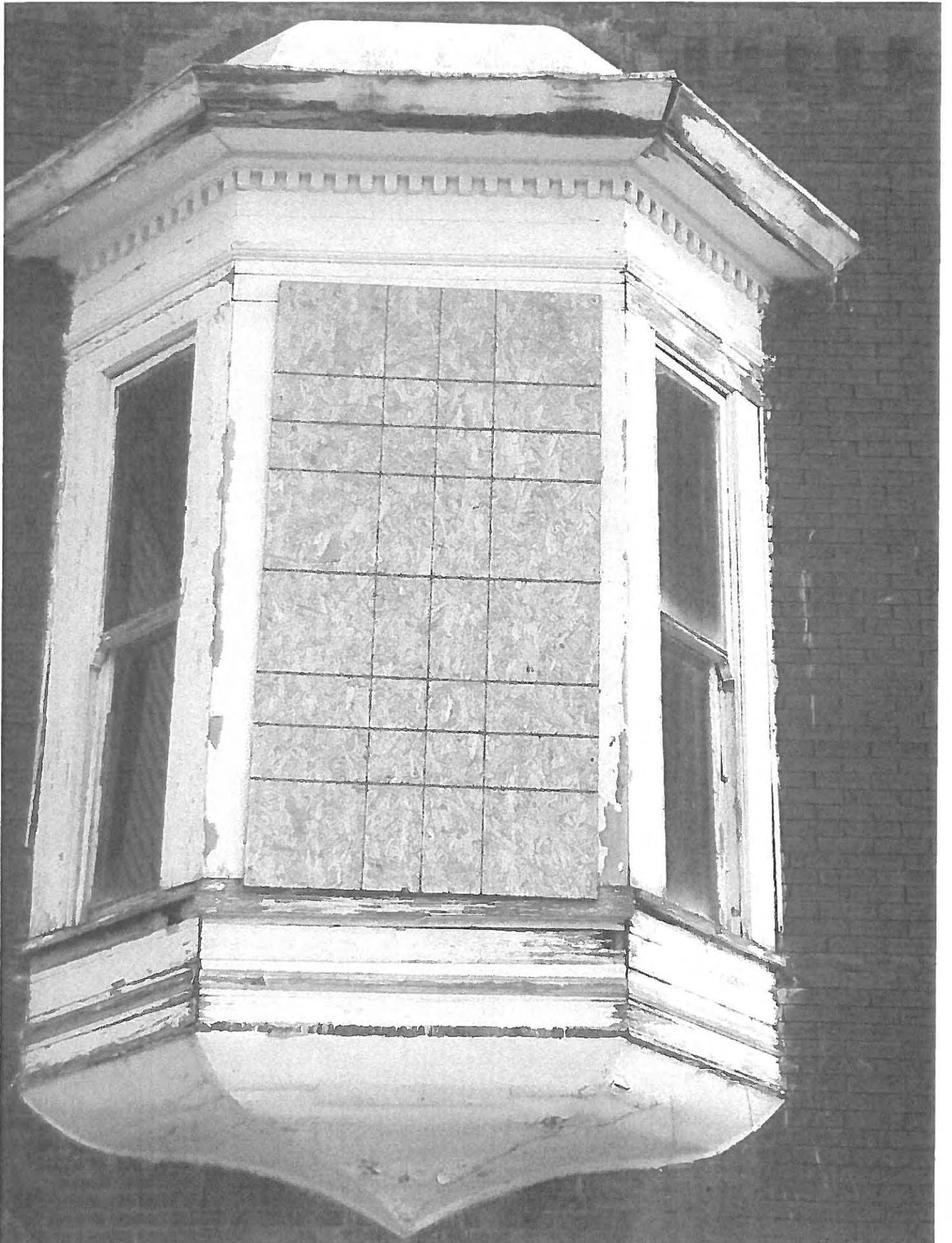
- 7.24.2017 Submission Façade Funding Request – Story County Board of Supervisors
- 8.1,2017 Public Presentation Story County Board of Supervisors
- 8.14.2017 Council meeting – contracts awarded
- 8.21.2017 Anticipated project start
- 11.10.207 Anticipated project completion
- 11.21.2017 Anticipated Celebration & Dedication Event (5:30 pm)

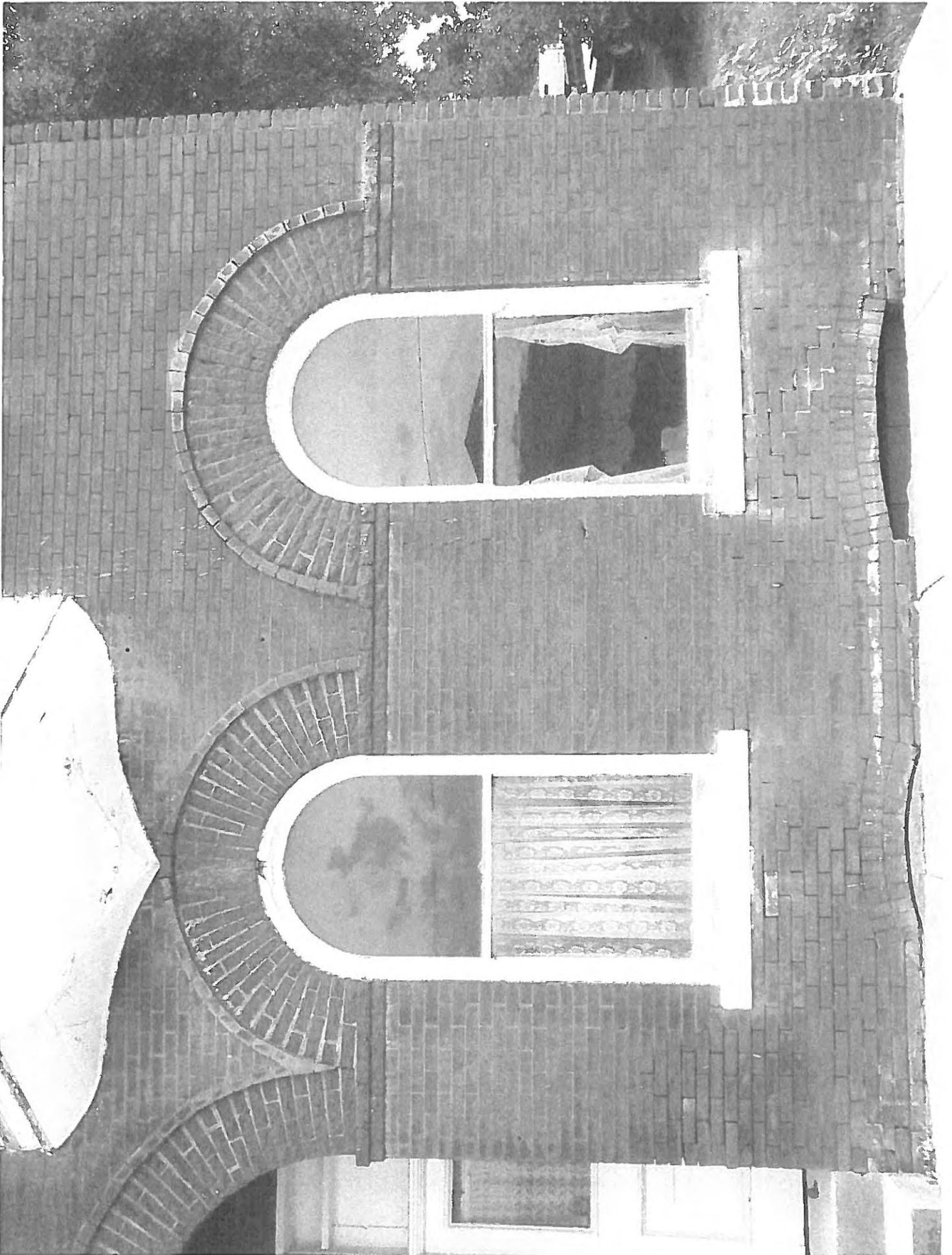
**TAB 1**

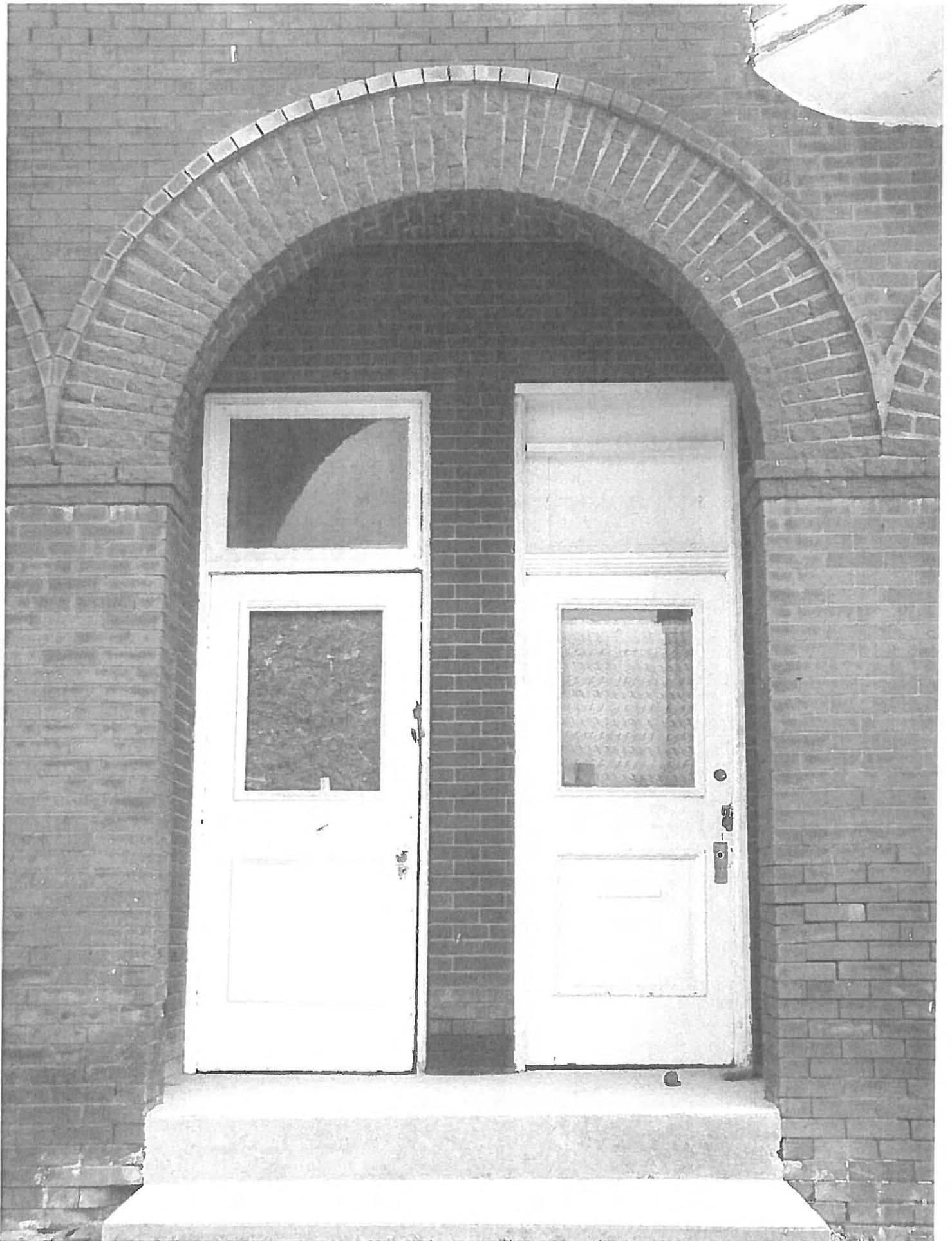


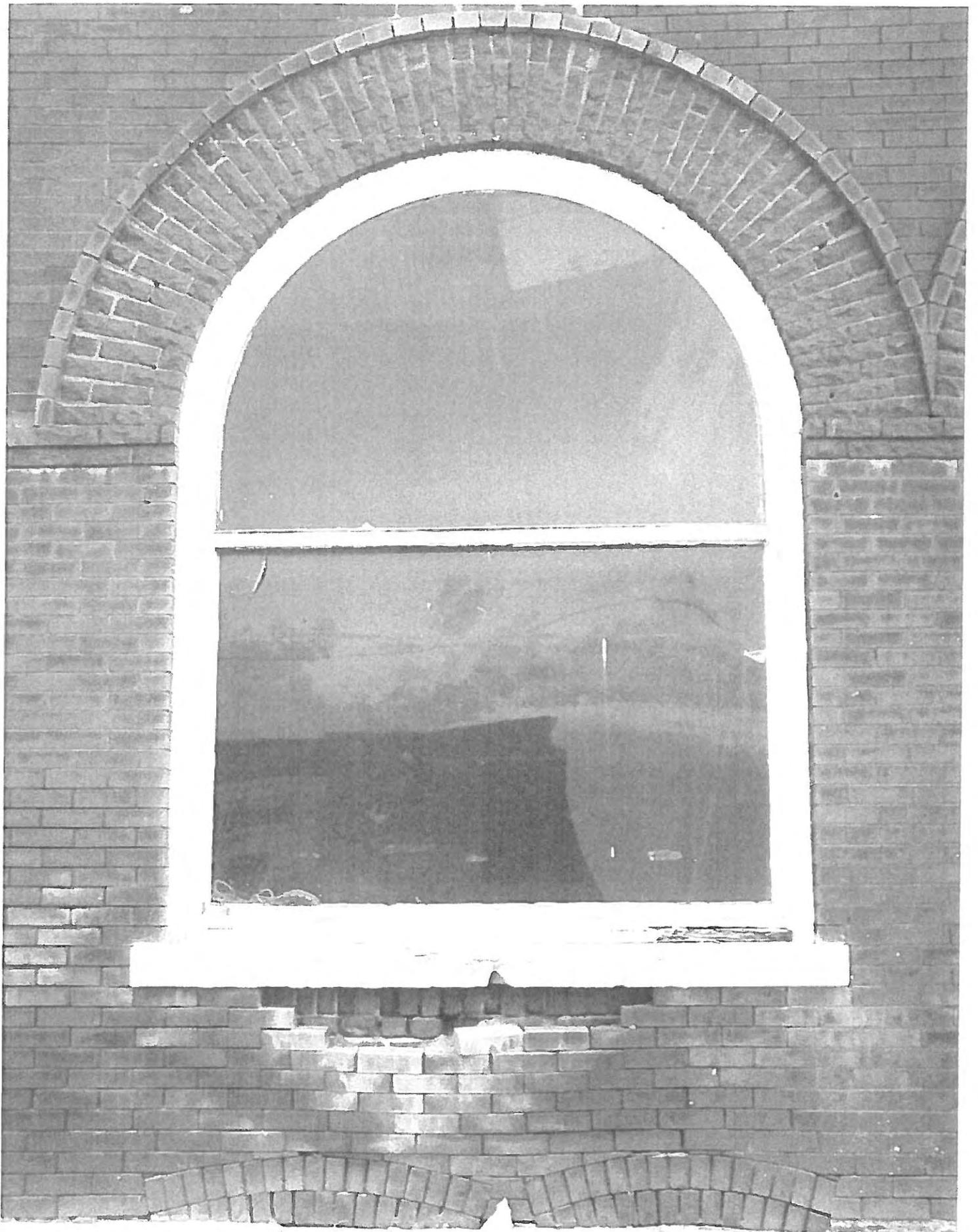








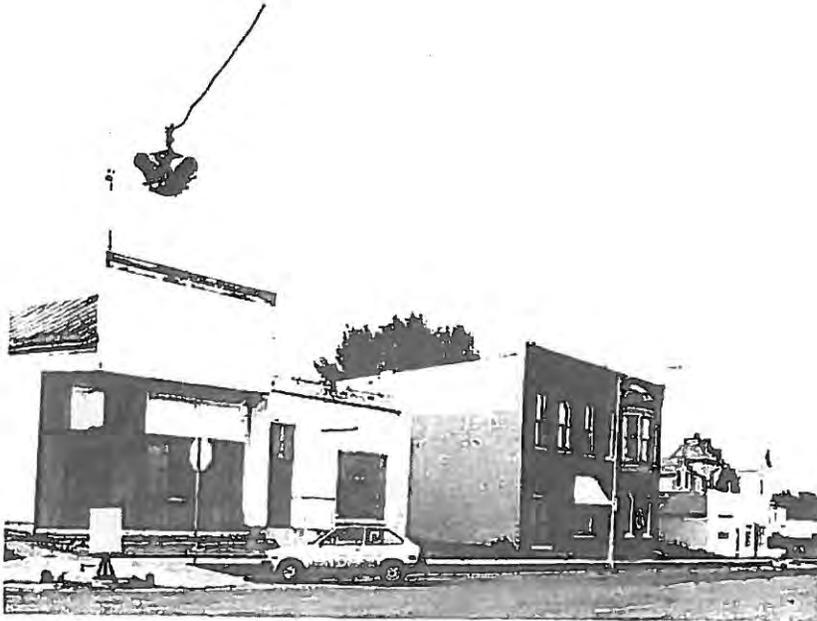












In the year 1981 East Main Street  
North side.

From Left to Right: The former Johnson Hardware, that has served intermittently for Cafe in the east half of the building. The next brick building contains a book store, and Richard Boyd's "The Pack Rat" Antique Shop. Following is the former Good's TV Service.

In the year 1981 East Main Street  
South side.



Right to Left: Lounsberry Grocery, Tri-County State Bank, Golly Locker, Helgeland's Art and Crafts, Zearing's Fire Station, and to the far left, the former K.L. Cerka Ford Garage.



**Northeast Main Street**

TAB 2

# City of Zearing

105 W. Main Street - P.O. Box 235  
Zearing, Iowa 50278  
641-487-7477(phone)/641-487-7427(fax)

July 19, 2017

Story County Board of Supervisors  
Façade Improvement Grant Program  
900 6<sup>th</sup> Street  
Nevada, Iowa 50201

Re: City of Zearing Façade Improvement Grant Application – 108 East Main Street

Dear Board of Supervisors:

As Mayor of Zearing, I would like to express that the City Council, as well as myself, completely back the façade improvement project proposed for 108 E. Main Street. We are excited to have the opportunity to be able to maintain a historic building in our community. Our City Council started these considerations in January 2017. An approved motion to begin the planning for the restoration of the exterior of 108 East Main took place on January 9, 2017. At the March 13, 2017 meeting, 108 East Main St. building estimates were discussed and approved. Two local businessmen submitted repair bids. A Façade Grant through Story County was applied for to assist in covering the project costs. Due to a lack of understanding of the application requirements on our part, our request was denied.

We were very pleased to discover that the application requirements for this funding program have changed! With this change in requirements the City of Zearing is able to re-submit our application. Our dedication to restoring the façade of this historic building in our downtown district has not diminished. I know this project will allow for the stability of this building and allow us to continue our efforts to revitalize our community.

Please contact me if you have questions or need additional information. Thank you for your consideration of our request for funding assistance.

Sincerely,



Edwina Formanek-Amundson

Mayor

TAB 3

612075

From: Helgeland Carpentry  
Repair Doors, windows, Brick, Plaster E. Wall

CUSTOMER'S ORDER NO.	DEPARTMENT	DATE				
	Route:	12-29-2016				
NAME City of Zeaving: Face lift: Old Bank Bldg.						
ADDRESS						
CITY, STATE, ZIP						
SOLD BY	CASH	C.O.D.	CHARGE	ON. ACCT.	MOSE. RETD.	PAID OUT

QUANTITY	DESCRIPTION	PRICE	AMOUNT
1	Replace 3 windows: Bay Window		
2	Replace 1 window: East Side		
3	Repair + Paint doors + windows ground Level		
4	Fill in with cement, Basement: windows		
5	Plaster E. Wall		
6	Paint E. + W. Walls		
7			
8	Total materials + labor	9,900	01
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
RECEIVED BY			

A-5895  
T-46320/49350

KEEP THIS SLIP FOR REFERENCE

01-11

Wayne Blessing 715443  
 Box 71, 501 North St  
 515-290-8482 Clearing IA 50278

<b>ORDER INFO</b>	customer's order no.	phone	date
	MH		03-17
	name		
	City of Clearing		
	address		
Main St			
city, state, zip			
Clearing IA 50278			
sold by		cash <input type="checkbox"/> charge <input type="checkbox"/> check <input checked="" type="checkbox"/>	shipping information
		c.o.d. <input type="checkbox"/> on acct <input type="checkbox"/> #	est

quantity	description	price	amount
1			
2			
3	repoint entire south		
4	wall		
5		\$24,414.00	
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
received by			

City of Jearing clo Marty Herr

Scope  
repoint entire south wall

mats  
red brick  
color for mortar  
mortar  
acid  
scaffold

water + electric by city

Lizette  
Blossing



Healthiest State  
INITIATIVE



# 2017 Healthiest State Annual Walk

Wednesday, October 4, 2017

**APPROVED**

**DENIED**

Board Member Initials: MS

Meeting Date: 8-1-17

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

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

# Introduction

- Being physically active is one of the most important steps that people of all ages and abilities can take to improve their health.
- Increasing people's physical activity level will significantly reduce their risk of chronic disease and premature death and support positive mental health and healthy aging.
- The Wellness Committee is hoping to organize a walk for our community.

# Introduction

- For more than 7 years, hundreds of thousands of Iowans have taken part in the Healthiest State Annual Walk, it is a great way to promote our state's well-being.
- On October 4, thousands of Iowans will again support Iowa's efforts to become a healthier state with the goal of having at least one organized walk in all 99 counties.
- Last year, participants were encouraged to step it up and walk 30 minutes. This year, the Healthiest State wants Iowans to #GetYourWalkOn and not only on October 4, but every day.
- Walking is one of the best ways to stay healthy. It's also one of the best ways to connect with others. By walking with friends or family, we get to catch up and refresh our minds, and the physical benefits add up, too! Invite a co-worker for an after-lunch walk or take your meeting outside for a walking meeting. Along the way we'll build strong bonds and memories.

# Benefits of the Walk

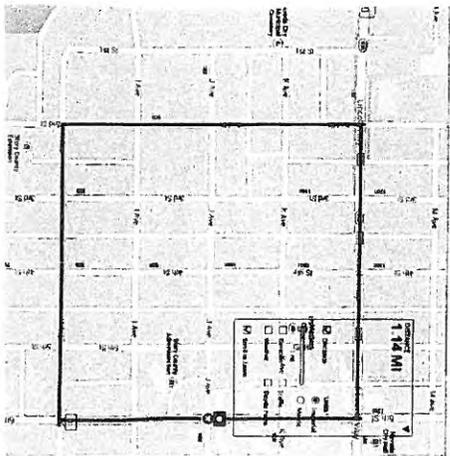
- Improve employee morale
- Decrease premature death
- Reduce development and improve diabetes
- Reduce risk of dementia
- Treatment of hypertension
- Prevent obesity or mitigate risk of obesity
- Provide friendship/supportive relationships through walking together
- Create social cohesion
- Reduce symptoms of anxiety
- Improve sleep quality
- Increased psychological well-being
- Improved cognitive functioning

# Community Participation

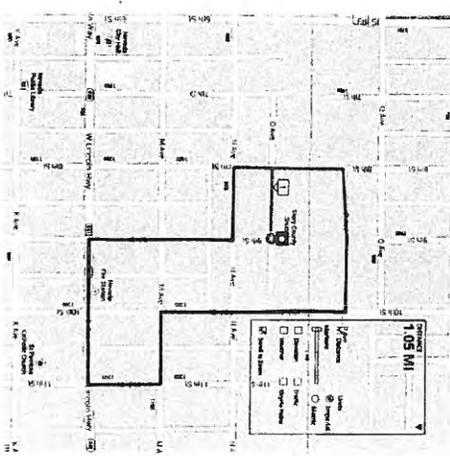
- Wellness Committee plans to reach out to local businesses and schools to see if they would like to coordinate and participate in the Healthiest State Annual Walk
- Examples could potentially include City of Nevada, schools, Parks & Rec, Chamber of Commerce, Soccer Club, McFarland, Burke, Story County Medical, etc.
- Benefits for community include:
  - Make communities safer
  - Support social cohesion
  - Reduce air pollution
  - Benefits local economies

# Tentative Routes

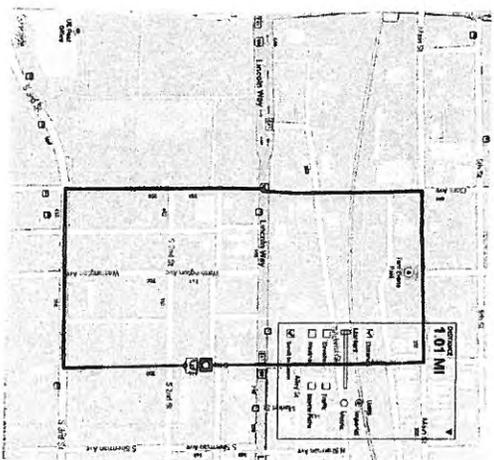
**Administration Building**



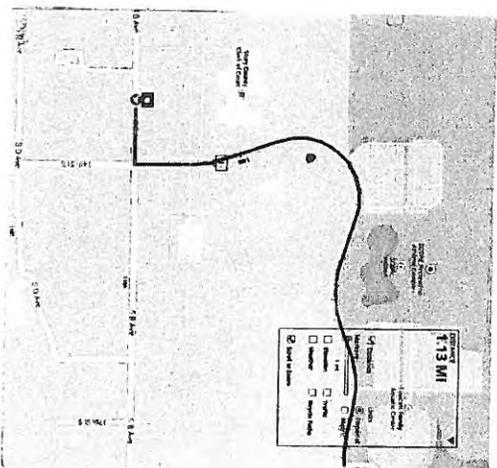
**Engineer's Office**



**Human Services Center**



**Justice Center**



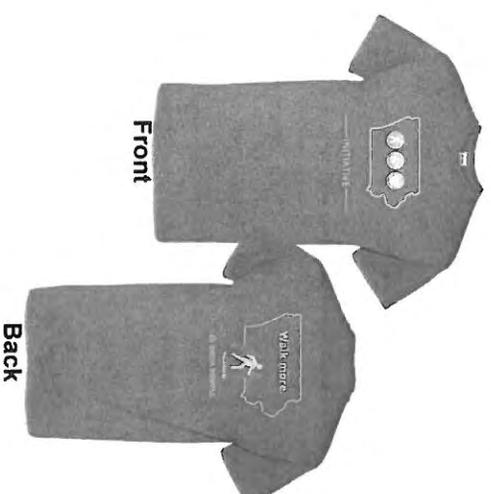
# Tentative Schedule

WEDNESDAY, OCTOBER 4, 2017

- 10:55am: group photo
- 11am – 2pm: WALK, each employee walks for a total of 30 minutes within the 11-2 timeframe
  - (staggered time allows for office coverage and provides everyone a chance to participate)
- 11am - 2pm: after-walk refreshments available once employees finish

# Additional Opportunities

- The Healthiest State is encouraging Iowans to participate in the social media contests on Facebook for individuals, communities, and schools.
  - There are great prizes including an opportunity for your community to win \$1,000!
- Wellness Committee budgeted to supply t-shirts for employees that participate



# In Conclusion

This walk represents more than just 30 minutes of walking. It represents our dedication to the long-term goal of changing the lives of Iowans by making healthy choices easy. It shows how devoted we are to the future of the communities where we live and work. And it shows that Story County is invested in the well-being of our employees. We know we wouldn't be where we are today without our employee's continued health and happiness. Together we can do something great for ourselves and for Iowans across the state.

We propose the following:

- Board approves the walk as work time due to the benefits previously stated for employees
- We ask that the board announces proclamation during October 3<sup>rd</sup> board meeting
- Support and encourage community participation



ENVIRONMENTAL HEALTH DEPARTMENT  
REPORT TO THE BOARD OF SUPERVISORS  
AUGUST 1, 2017

Margaret Cemashko Jaynes,  
Director

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## CRESTVIEW MOBILE HOME PARK

- BOH meeting later today to determine if 15 abandoned trailers have been properly removed
- A time line shall be submitted by Brant Lemer, owner, showing the steps toward park closure

## Wells – Calendar Year 2017

- Well permits - 2
- Pluggings - 11
- Cisterns - 0
- Rehabs - 0
- Water samples - 94
- TOT inspections - 32



## Grants to Counties (wells)

FY 2017 grant total - \$35,816  
Spent all but \$1,000

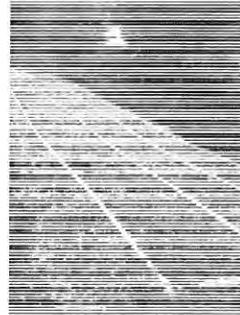
### Breakdown:

Water tests	\$11,950
Well plugging	\$17,097
Cistern plugging	\$ 1,249
Well reconstruction	\$ 3,708
Training; supplies	\$ 809



## **SEPTICS - Calendar Year 2017**

- ✘ **48 septic permits**
- ✘ **17 septic repair permits**
- ✘ **53 septic TOT inspections**



## **Special Projects:**

- Mound troubleshooting
- Sand filter troubleshooting
- Peat moss replacement
- Ames G&CC club house septic
- Review of septic discharger maintenance contracts
  
- Interagency Reviews
  - Pleasant Grove Church
  - Kamp CUP
  - Dayton Park SD
  - BBNC Storage Unit Facility
  - Manatt Batch Asphalt Plant

## Pumper Inspections

### Marshall County

- AAA - no land application
- Kopel - no land application

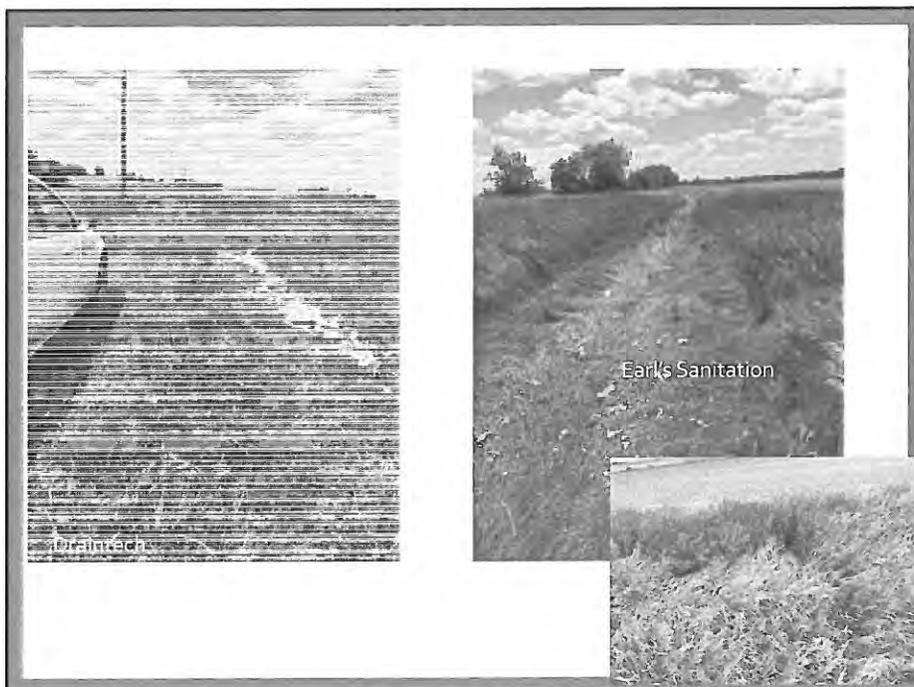
### Story County

- Draintech - 343,449 gallons land applied
- Earl's Sanitation – 271,000 gallons land applied

Income from program: \$5,900

Land application of FOG is still a difficult situation

Violations seen: no stabilization of septage,  
record keeping



## **Pool Inspection Program**

### **71 Pools**

- Inspection program brought in \$11,850
- Environmental Health Department closed 4 pools due to chlorine levels and water circulation
- Numerous violations found that did not result in closure
- Pool built at an apartment without IDPH permit, still not open

## **Tattoo & Tanning Programs**

### **6 Tattoo Parlors**

- Inspection program brought in \$1,500
- Violations included expired items, maintenance, no smoking signs, records keeping

### **20 Tanning Bed Facilities**

- Inspection program brought in \$1,480
- Violations included signage, timers, lamps, eyewear, operator testing not current, permit not current
- State putting their tanning program on hold due to lack of staffing

## Animal Confinements, Horses

- Couser Cattle Company - Master Matrix passed; no changes to buildings, no additional animals, just a change in farming and manure management practices
- Lincoln Feeders - several complaints received from one party regarding removal of dead animals and impacts to environment
- Two callers inquiring about dead horse disposal

## TRAINING

Margaret

Customer Service Training  
Pool Tattoo Tanning Training  
Habitat for Humanity septic training

Cathy

Customer Service Training  
Pool Tattoo Tanning Training  
Blood borne Pathogen Safety

Matt

Pool Tattoo Tanning Training  
Blood borne Pathogen Safety

Stephanie

Customer Service Training

— DNR - MASTER MATRIX Scoring —