

The Board of Supervisors met on 3/27/18 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))

**PROCLAMATION RECOGNIZING APRIL 2018 AS NATIONAL COUNTY GOVERNMENT MONTH** – Sanders read the proclamation. Leanne Harter, County Outreach & Special Projects, reported on events. Olson moved, Chitty seconded the approval of Proclamation Recognizing April 2018 as National County Government Month, noting a change from Rick Sanders to the Board of Supervisors. Motion carried unanimously (MCU) on a roll call vote.

**ASSAULT CARE CENTER EXTENDING SHELTER AND SUPPORT (ACCESS) ANNUAL REPORT** – Virginia Griesheimer, Administrator, introduced new Executive Director, Tess Cody. Griesheimer reported on statistics, outcomes, programs, services provided, overnight staff, housing strategy, new programs, events, and budget.

**DEPARTMENT OF HUMAN SERVICES (DHS) QUARTERLY REPORT** – no report given.

**RAISING READERS ANNUAL REPORT** – Kim Hanna, Executive Director, reported on mission, focus areas, statistics, book distribution, liaising with other agencies, programs provided, and volunteers.

**FY19 HEALTH INSURANCE RENEWAL** – Sanders provided an overview. Alissa Wignall, Human Resources (HR) Director, reported on the initial renewal offer and subsequent bid process. Debbie Dean, Senior Benefit Consultant at Benefit Source Inc., reported on the bidding vendors: Wellmark, United Health Care, and Aetna. Discussion took place. Wignall reported on differences between the plans. Sanders spoke about the County's funding options. Wignall reported on regulations. Sanders suggested the current insurer with the 6500 plan. The Board members concurred. Wignall reported the same plan and with some third party costs. Olson moved, Chitty seconded the approval of the FY19 Health Insurance Renewal with current plan with Aetna and up to the 6500 plan. Roll call vote. (MCU)

**MINUTES: 3/20/18 Minutes** – moved to the following meeting.

**PERSONNEL ACTIONS:** 1) new hire in Board of Supervisors effective 3/28/18 for Todd Lundvall @ \$2,500.00/bw; 2) pay adjustment, effective 4/1/18, in a) Community Services for Karla Webb @ \$2,921.87/bw; b) Sheriff's Office, effective 4/15/18, for Jordan Carman @ \$1,921.28/bw; Jaimie Johnson @ \$2,028.37/bw; Jamie Schmitz @ \$2,471.44/bw; Rebecca Smith @ \$1,839.78/bw; Brian Tickle @ \$3,002.52/bw; 3) transfer into Auditor's Office, effective 4/1/18, for Rhonda Sykes @ \$2,418.30/bw. Chitty moved, Olson seconded approval of the Personnel Actions as presented. Roll call vote. (MCU)

Sanders asked to consider item #1 in a separate motion and to remove item #11 from the agenda. Olson moved, Chitty seconded approval with the noted changes.

2. Application for Continuation of County Substance Abuse Grant for FY19 \$10,000 through Iowa Department of Public Health Subcontracted with Youth & Shelter Services
3. Dakins Lake Campground Attendant Contract between Story County Conservation Board and Beverley Chance effective 7/16/18-10/28/18 for \$3,600
4. Dakins Lake Campground Attendant Contract between Story County Conservation Board and Ernie Gummo effective 4/2/18-7/15/18 for \$3,600
5. Hickory Grove Park Campground Attendant Contract between Story County Conservation Board and Tom Foley effective 4/2/18-10/28/18 for \$7,200
6. Contract between Conley's Trucking Inc. and Story County Conservation Board to Haul and Spread Rock at Dakins Lake effective 3/31/18 for \$21,450
7. Contract For Highway Right Of Way With Joel P. Fee, Daniel D. Fee, David D. Fee, And Donna L. Fee For The Purchase Of Permanent Easement For \$575.00 (Project Number L-L13--73-85
8. Contract With Peterson Contractors Inc. For Box Culverts For \$82,909.80 - Project Number L-LIN5--73-85
9. Contract With Peterson Contractors Inc. For Bridge Replacement For \$135,481.30 - Project Number L-C2B--73-85
10. Adopt-A-Road Application Renewal Effective 1/1/18 Thru 12/31/18: A) #09-03 Phi Kappa Theta On North 500th Avenue (R38) From Lincoln Way North To Cameron School Road
12. 28E Agreement for Dispatch Services between the Story County Sheriff's Office and the following cities: Huxley, Nevada and Story City for \$5.87 per capita for each community effective 7/1/2018 and shall continue until either party terminates or the terms of the contract change
13. 28E Agreements for contract law enforcement between Story County, IA and the following cities: Collins, Colo, Gilbert, Kelley, Maxwell, McCallsburg, Roland, Slater and Zearing at the rate at \$59.42 per capita effective 7/1/2018 and shall continue until either party terminates or the terms of the contract change
14. Resolution #18-93, Appointment of Deputy Auditor
15. Utility Permit(s): #18-68; #18-69; #18-70

Roll call vote. (MCU)

1. Limited Agenda on Tuesday, May 15th, 2018 – Sanders stated Olson and he will be out of town and Olson will call in to have only claims, action forms, and minutes. Chitty moved, Olson seconded the approval of Limited Agenda on Tuesday, May 15<sup>th</sup>, 2018 and to only have minutes, personnel actions, and claims. Roll call vote. (MCU)

**REQUEST FROM RASMUSSEN-BACON FUNERAL HOME FOR ASSISTANCE WITH MEDICAL EXAMINER TRANSPORT EQUIPPING COSTS FOR \$1,160.55 (50% OF COSTS FOR LIGHTS & SIGNAGE) ALONG WITH CONSIDERATION OF ISSUANCE OF A STORY COUNTY BADGE FOR IDENTIFICATION PURPOSES WHEN ON THE SCENE** – Justin Rasmusson reported on reasoning behind the request. Lisa Markley, Assistant Auditor, commented on any legal issues with the badge. Joby Brodgen, Director of Facilities Management, stated the County has visitor badges; these could be used for this purpose. The Board concurred. Chitty moved, Olson seconded the approval of the Request from Rasmusson-Bacon Funeral Home for Assistance with Medical Examiner Transport Equipment cost for \$1,160.55 for Lights and Signage with the issuance of a Story County Badge for Identification Purposes when on the Scene and a one-time cost for Story County for this change. Roll call vote. (MCU)

**USING THE COUNTY LOGO ON A T-SHIRT FOR AN ANIMAL CONTROL EVENT** – Sue McCaskey, Animal Control Director, reported on selling t-shirts with the logo at an upcoming Animal Control event. Discussion took place.

Olson moved, Chitty seconded the approval of Using the County Logo for an Animal Control Event for promotional events (#4 logo sample) for T-Shirts. Roll call vote. (MCU)

**RESOLUTION #18-90 KALSEM FAMILY SUBDIVISION, FIRST ADDITION AGRICULTURAL SUBDIVISION –**

Emily Zandt, County Planner, reported on the applicant, property, current and proposed use, and governing regulations. Chitty moved, Olson seconded the approval of Resolution #18-90, Kalsem Family Subdivision, First Addition Agricultural Subdivision as presented. Roll call vote. (MCU)

**AGREEMENT OF SERVICES BETWEEN STORY COUNTY CONSERVATION BOARD AND SNYDER & ASSOCIATES FOR HEART OF IOWA NATURE TRAIL (HOINT) PAVING IMPROVEMENTS FOR \$46,500.00 AND REQUEST TO EXPEND \$21,500.00 FROM STORY COUNTY'S ENERGY TRANSFER FUND –**

Mike Cox, Conservation Director, reported on services for planning and design work to pave HOINT between Cambridge and Huxley. The Conservation Board supports use of Energy Transfer Fund. Sanders stated it is an appropriate use of the Energy Transfer funds. Discussion took place. Olson moved, Chitty seconded the approval of the Agreement of Services between Story County Conservation Board and Snyder & Associates for HOINT Paving Improvements for \$46,500.00 and to Expend \$21,500.00 from the Story County's Energy Transfer Fund. Roll call vote. (MCU)

**BID AWARD TO BOULDER CONTRACTING LLC FOR THE TEDESCO ENVIRONMENTAL LEARNING CORRIDOR, PHASE 2 CONSTRUCTION, FOR \$930,799.00 AND ADDITIVE ALTERNATE OF \$137,989.00 –**

Mike Cox, Conservation Director, reported on bids received. The Story County Conservation Board recommends award to Boulder Contracting. Chitty moved, Olson seconded the approval of the Bid Award to Boulder Contracting LLC for the Tedesco Environmental Learning Corridor, Phase 2 Construction for \$930,799.00 and the Additive Alternate of \$137,989.00 as presented. Roll call vote. (MCU)

**AMENDMENT TO AGREEMENT BETWEEN SHIVE HATTERY, INC. AND STORY COUNTY CONSERVATION BOARD FOR TEDESCO ENVIRONMENTAL LEARNING CORRIDOR BID PACKAGE #2 FOR \$127,300.00 –**

Mike Cox, Conservation Director, reported on the amendment and the process. Olson moved, Chitty seconded the approval to Amend the Agreement Between Shive Hattery, Inc. and Story County Conservation Board for Tedesco Environmental Learning Corridor Bid Package #2 for \$127,300.00 as presented. Roll call vote. (MCU)

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

All Board members reported on multiple meetings.  
Chitty moved, Olson seconded to adjourn at 11:43 p.m. Roll call vote. (MCU)

Story County  
Board of Supervisors Meeting  
Agenda  
3/27/18

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. Proclamation Recognizing April 2018 As National County Government Month - Leanne Harter

Department Submitting Board of Supervisors

Documents:

NCGM PROCLAMATION 2018.PDF

5. AGENCY REPORTS:

- I. ACCESS Annual Report - Virginia Griesheimer, Interim Director And Tess Cody, ED

Department Submitting Auditor

Documents:

ACCESS BOS REPORT MARCH 2018.PDF

- II. Department Of Human Services Quarterly Report - Pauline Rutherford

Department Submitting Auditor

- III. Raising Readers Annual Report - Kim Hanna, Executive Director

Department Submitting Auditor

Documents:

RRSC REPORT TO STORY COUNTY BOS.DOCX

6. Discussion And Consideration Of FY19 Health Insurance Renewal - Alissa Wignall And Debbie Dean

Department Submitting BOS

Documents:

FY19 HEALTH INSURANCE RENEWAL.PDF

7. CONSIDERATION OF MINUTES:

I. 3/20/18 Minutes

Department Submitting Auditor

8. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) new hire in Board of Supervisors effective 3/28/18 for Todd Lundvall @ \$2,500.00/bw;  
2) pay adjustment effective 4/1/18 in a) Community Services for Karla Webb @ \$2,921.87/bw; b) Sheriff's Office effective 4/15/18 for Jordan Carman @ \$1,921.28/bw; Jaimie Johnson @ \$2,028.37/bw; Jamie Schmitz @ \$2,471.44/bw; Rebecca Smith @ \$1,839.78/bw; Brian Tickle @ \$3,002.52/bw; 3) Transfer in Auditor's Office effective 4/1/18 for Rhonda Sykes @ \$2,418.30/bw.

Department Submitting HR

9. CONSENT AGENDA:

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

I. Consideration Of A Limited Agenda On Tuesday, May 15th, 2018

Department Submitting BOS

II. Consideration Of Application For Continuation Of County Substance Abuse Grant For FY19 \$10,000 Through Iowa Department Of Public Health Subcontracted With Youth & Shelter Services

Department Submitting Auditor

Documents:

FY19 SUBSTANCE ABUSE APP.PDF

III. Consideration Of Dakins Lake Campground Attendant Contract Between Story County Conservation Board And Beverley Chance Effective 7/16/18-10/28/18 For \$3,600

Department Submitting Conservation

Documents:

CHANCE CAMPGROUND ATTENDANT CONTRACT.PDF

IV. Consideration Of Dakins Lake Campground Attendant Contract Between Story County Conservation Board And Ernie Gummo Effective 4/2/18-7/15/18 For \$3,600

Department Submitting Conservation

Documents:

GUMMO CAMPGROUND ATTENDANT CONTRACT.PDF

- V. Consideration Of Hickory Grove Park Campground Attendant Contract Between Story County Conservation Board And Tom Foley Effective 4/2/18-10/28/18 For \$7,200

Department Submitting Conservation

Documents:

FOLEY CAMPGROUND ATTENDANT CONTRACT.PDF

- VI. Consideration Of Contract Between Conley's Trucking Inc. And Story County Conservation Board To Haul And Spread Rock At Dakins Lake Effective 3/31/18 For \$21,450

Department Submitting Conservation

Documents:

CONLEYS TRUCKING CONTRACT DAKINS LAKE.PDF  
URGE MEMO CONLEYS TRUCKING CONTRACT BOS.PDF

- VII. Consideration Of Contract For Highway Right Of Way With Joel P. Fee, Daniel D. Fee, David D. Fee, And Donna L. Fee For The Purchase Of Permanent Easement For \$575.00 (Project Number L-L13--73-85

Department Submitting Engineer

Documents:

ROW FEE 04 13 100 230.PDF

- VIII. Consideration Of Contract With Peterson Contractors Inc. For Box Culverts For \$82,909.80 - Project Number L-LIN5--73-85

Department Submitting Engineer

Documents:

CONTRACT WITH PETERSON CONTRACTORS L LIN5 73 85.PDF

- IX. Consideration Of Contract With Peterson Contractors Inc. For Bridge Replacement For \$135,481.30 - Project Number L-C2B--73-85

Department Submitting Engineer

Documents:

CONTRACT WITH PETERSON CONTRACTORS L C2B 73 85.PDF

- X. Consideration Of Adopt-A-Road Application Renewal Effective 1/1/18 Thru 12/31/18: A) #09-03 Phi Kappa Theta On North 500th Avenue (R38) From Lincoln Way North To Cameron School Road

Department Submitting Engineer

Documents:

AAR 0903 18.PDF

- XI. Consideration Of Sales Proposal Between Wright Line And Story County 911 For The Purchase Of Dispatch Consoles For \$62,543.91

Department Submitting Sheriff

Documents:

WRIGHT LINE SALES PROPOSAL.PDF

- XII. Consideration Of 28E Agreement For Dispatch Services Between The Story County Sheriff's Office And The Following Cities: Huxley, Nevada And Story City For \$5.87 Per Capita For Each Community Effective 7/1/2018 And Shall Continue Until Either Party Terminates Or The Terms Of The Contract Change

Department Submitting Sheriff

Documents:

HUXLEY CONTRACT.PDF  
NEVADA CONTRACT.PDF  
STORY CITY CONTRACT.PDF

- XIII. Consideration Of 28E Agreements For Contract Law Enforcement Between Story County, IA And The Following Cities: Collins, Colo, Gilbert, Kelley, Maxwell, McCallsburg, Roland, Slater And Zearing At The Rate At \$59.42 Per Capita Effective 7/1/2018 And Shall Continue Until Either Party Terminates Or The Terms Of The Contract Change

Department Submitting Sheriff

Documents:

COLLINS CONTRACT.PDF  
COLO CONTRACT.PDF  
GILBERT CONTRACT.PDF  
KELLEY CONTRACT.PDF  
MAXWELL CONTRACT.PDF  
MCCALLSBURG CONTRACT.PDF  
ROLAND CONTRACT.PDF  
SLATER CONTRACT.PDF  
ZEARING CONTRACT.PDF

- XIV. Consideration Of Resolution #18-93, Appointment Of Deputy Auditor

Department Submitting Auditor

Documents:

RESOLUTION 1893.PDF

XV. Consideration Of Utility Permit(S): #18-68; #18-69; #18-70

Department Submitting Engineer

Documents:

UT 18 068.PDF  
UT 18 069.PDF  
UT 18 070.PDF

10. PUBLIC HEARING ITEMS:

11. ADDITIONAL ITEMS:

- I. Consideration Of Request From Rasmusson-Bacon Funeral Home For Assistance With Medical Examiner Transport Equipping Costs For \$1,160.55 (50% Of Costs For Lights & Signage) Along With Consideration Of Issuance Of A Story County Badge For Identification Purposes When On The Scene - Justin Rasmusson

Department Submitting Auditor

Documents:

RASMUSSONBACON.PDF  
RASMUSSONBACON2.PDF

- II. Consideration Of Using The County Logo For A Animal Control Event For A T-Shirt - Sue McCaskey

Department Submitting Animal Control

Documents:

AC.PDF

- III. Discussion And Consideration Of Resolution #18-90 Kalsem Family Subdivision, First Addition Agricultural Subdivision - Emily Zandt

Department Submitting Planning and Development

Documents:

STAFF REPORT.PDF  
RESOLUTION 18 90.PDF  
PLAT.PDF  
APPLICATION AND ATTACHMENTS.PDF

- IV. Consideration Of Agreement Of Services Between Story County Conservation Board And Snyder & Associates For Heart Of Iowa Nature Trail Paving Improvements For \$46,500 And Request To Expend \$21,500 From Story County's Energy Transfer Fund - Mike Cox

Department Submitting Conservation

Documents:

URGE MEMO SNYDER AND ASSOCIATES HOINT.PDF  
AGREEMENT WITH SNYDER ASSOCIATES HOINT PAVING  
IMPROVEMENTS.PDF

- V. Consideration Of Bid Award To Boulder Contracting LLC For The Tedesco Environmental Learning Corridor, Phase 2 Construction, For \$930,799 And Additive Alternate Of \$137,989 - Mike Cox

Department Submitting Conservation

Documents:

URGE MEMO TELC PH 2 CONSTRUCTION BID BOS.PDF  
TELC PHASE 2 BID RESULTS SUMMARY.PDF  
TELC PHASE 2 BID TAB.PDF  
BID AWARD.PDF

- VI. Consideration Of Amendment To Agreement Between Shive Hattery, Inc. And Story County Conservation Board For Tedesco Environmental Learning Corridor Bid Package #2 For \$127,300 - Mike Cox

Department Submitting Conservation

Documents:

URGE MEMO AMENDMENT TO AGREEMENT WITH SHIVE HATTERY FOR  
TELC PHASE 2 SERVICES.PDF  
TELC AMENDMENT 2 WITH SHIVE HATTERY.PDF

12. DEPARTMENTAL REPORTS:

13. OTHER REPORTS:

14. 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.

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

16. 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.



**PROCLAMATION**  
**National County Government Month**

**April 2018**

**“Serving the Underserved”**

**WHEREAS**, the nation’s 3,069 counties serving more than 300 million Americans provide essential services to create healthy, safe and vibrant communities; and

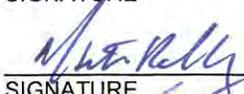
**WHEREAS**, counties provide health services, administer justice, keep communities safe, foster economic opportunities and much more; and

**WHEREAS**, Story County and all counties take pride in our responsibility to protect and enhance the health, welfare and safety of our residents in efficient and cost-effective ways; and

**WHEREAS**, through National Association of Counties President Roy Charles Brooks’ “Serving the Underserved” initiative, NACo is focusing on the critical role counties play in breaking multi-generational cycles of poverty; and

**WHEREAS**, each year since 1991 the National Association of Counties has encouraged counties across the country to actively programs and services to the public we serve; and

**NOW, THEREFORE, BE IT RESOLVED THAT I**, Rick Sanders, Chair of the Story County Board of Supervisors, do hereby proclaim April 2018 as National County Government Month and encourage all county officials, employees, schools and residents to participate in county government celebration activities.

 SIGNATURE	<u>3-27-18</u> DATE
 SIGNATURE	<u>3-27-18</u> DATE
 SIGNATURE	<u>3-27-18</u> DATE





## COUNTY SOLUTIONS CIVIC ACTION PLAN



### OVERVIEW

County Solutions is a lesson plan-based civic action project you can do with your students right in the classroom! We've broken down the project into nine steps with one lesson per step. When you've finished the unit, students will have a completed action plan to resolve a community issue. Whether you ask students to take it beyond that is up to you (we don't include any out-of-classroom action steps in the unit, though).

This is the middle school version of County Solutions. It streamlines things by having you do some of the up-front research to find a local issue that will work with the project. If you want a more research-intensive experience for your students, check out [County Solutions – High School](#).

This resource was created with support from the National Association of Counties

### BROWSE RESOURCES

Scope and Sequence ▾



**Step One: We've Got Issues**



**Step Two: The News and You**



**Step Three: Who You Gonna Call?**



**Step Four: Working With Websites**



**Step Five: All About Public Policy**



**Step Six: Real World Policies**



**Step Seven: Brainstorm a-Brewin'**



**Step Eight: Positions, Please!**



**Step Nine: Action Campaign**



**County Solutions: Project Overview**

**Play** (<https://icivics.org/games>) **Teach** (<https://icivics.org/teachers>) **About** (<https://icivics.org/our-story>) **Donate**  
(<https://donate.icivics.org/page/contribute/icivics-donate>) **Shop** (<https://icivics.myshopify.com/>)



Teaching the major, national political events is great fun, but as Tip O'Neill famously said, "All politics is local." Just as students should understand our federal institutions, they should also understand **the day-to-day impact of local government** on their lives. Counties employ 3.6 million to provide services to almost 308 million residents. Use our new and engaging resources to support your students in learning about how it's all organized, who's in charge, what it means, and how they can get involved.

Summer is just around the corner, so keep calm, carry on, and #TeachLocal (<https://twitter.com/hashtag/TeachLocal>)

### **NEW! Local Government Unit (<https://www.icivics.org/node/2506227>)**

This new high school unit covers county, municipal, and tribal governments. Students investigate their own local governments and look at case studies that highlight the roles of these governments in everyday life.

### **New! County Contributions Infographic (</static/naco-info.html>)**

From Public Safety to Parks and Recreation—keep track of the many services provided by county government with this printable infographic for your classroom!

### **New! County Solutions (<https://www.icivics.org/node/2507973>) for High School**

We've given our middle school civic action unit, County Solutions, a makeover for our growing high school audience. Students work their way from identifying a problem in their community to creating solutions, then are shown how to advocate for their voices to be heard. In this 10-step lesson series, students learn and practice research, analysis, and advocacy skills as they develop a plan to "move the needle" on their chosen issue.

### **Original County Solutions (<https://www.icivics.org/curriculum/countysolutions>) for Middle School**

County Solutions is a nine-step process for creating an action plan to resolve a community issue. In this series of lessons, students learn about current events, the role of local government, and the variety of outreach methods available to average citizens working to influence public policy.

### **Counties Work (<https://www.icivics.org/games/counties-work>) - Updated for 2017!**

Counties Work lets you learn about local government by giving you the important job of county official, responsible for juggling citizen requests. Keep citizens happy and manage county resources responsibly! You will have to decide if citizens are making sensible requests and determine which department of local government has the solution. Make the call on whether to raise or lower taxes to keep a balanced budget. How will citizens react? What's the best action when a crisis strikes? Challenges and opportunities come from all directions in this fast-paced game!

## Counties Work



These resources were made with support from NACo (<http://www.naco.org>)



(<http://www.naco.org>)

Check out NACo's County Explorer tool (<http://explorer.naco.org/>) to learn more about your county.

**Teacher Guide** (</sites/default/files/uploads/users/jcurley/iCivics%20Teacher%20User%20Guide.pdf>) | **Help Desk** (<https://icivics.zendesk.com/>) | **News** (</news>)  
**About** (</our-story>) | **Contact Us** (</contact>)

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 (<http://www.youtube.com/user/icivics>)  (<https://www.linkedin.com/company/icivics-i>)

 (<http://www.facebook.com/icivics>)  (<http://www.twitter.com/icivics>)  (<https://plus.google.com/u/0/b/103733934126852312757/103733934126852312757/pc>)

## 2018 Raising Readers in Story County

### Report to the Story County Board of Supervisors

The Raising Readers in Story County (RRSC) Board of Directors begin each board meeting by stating the RRSC mission statement: "Our mission is to improve language and literacy development in children from birth to age eight and nurture healthy parent-child relationships."

With ASSET support this past year, Raising Readers in Story County has continued to positively impact early literacy and is continuing to expand our programs to serve more children and families in the county. ASSET funding through the Story County Board of Supervisors has been provided in three ways to the organization, through funding advocacy efforts, out of school learning, and 0-5 programming.

#### Thrive by Five:

We support families and caregivers as their children's first teachers through our Thrive by Five programs with classes, online resources, and events like Step Into Storybooks. The first thousand days of life are a major influence on future physical, mental and emotional health. These programs use children's books, small group time with preschoolers and volunteers, and face-to-face parent education classes to help parents and caregivers prepare their young children for school and reading.

Annually, we provide approximately 16,000-18,000 free children's books to families to encourage the joy and importance of reading (not just in programs for babies infants toddlers, and preschoolers). We directly serve children in need of extra support with programs like Preschool Reading Buddies and StoryPals. Both programs increase vocabulary and communication skills for three and four year old children determined by their teachers as being at-risk.

Approximately 10,000 of the books distributed annually are through our **Reach Out and Read** program. Books are used at McFarland clinics, Story County Medical clinics, Primary Health Care, Inc., and WIC to check development in infants, toddlers and preschoolers at their 6 month, 9 month, 12 month, 18 month, 2 year, 3 year, 4 year, and 5 year well child check-ups. RRSC coordinates the books and the sponsors that cover the cost of the books as well as work with the doctors and nurses to make sure all children in Story County are participating. We are currently exploring options to add books to the 2 month and 15 month check-ups as well. 2mo  
15mo

Our **Preschool Reading Buddies** program takes place at Ames Community Preschool Center (ACPC), where our office is, and 18 four and five year olds currently meet twice a week with volunteers to do literacy activities and small group reading. We currently have 70 children in **StoryPals**. The three participating preschools are Northwood in Ames, Central Elementary in Nevada, and Colo-NESCO Elementary in Zearing. We receive FAST assessment scores from the schools when the children are in kindergarten, first, second, and third grade and continue to see improvements in their proficiency as they age, due in part to the extra literacy focus these children receive in preschool. The children are identified by their teachers as being at-risk for literacy proficiency and work with trained volunteers weekly all through the school year.

In August 2015, we piloted a new program called **Super K** to help prepare 22 Ames five year olds for a smooth transition to Kindergarten. This program was very successful and in summer 2016, we expanded the program to Nevada. In its third year in Summer 2017, 23 children in Ames and twenty children in

Nevada (up from nine in 2016). We partner with the Food For Thought Summer Enrichment program at Central Elementary School in Nevada for the Nevada Super K program. Those children were able to ride the bus to and from Super K, giving them experience on buses, have breakfast and lunch, and be in an elementary classroom and practice with lockers, recess, and many other activities that will now be familiar for them as kindergartners. In Summer 2018, the Nevada program will again be at Central and the Ames program will be at Meeker Elementary in Ames as part of the Little Cyclone Summer Enrichment program.

Parent education/empowerment classes are instrumental in achieving high literacy and language development in children. **Small Talk Story County (STSC)** is a program that we have been a part of for almost two years now, through development and implementation. Three partners have made this program possible and serve as the program's team: Iowa State University, the Ames Public Library, and RRSC. This community effort was created to provide a free quality prevention program that aims at increasing parents' capacity to provide enriching early language environments for their children. Parents participate in classes focused on educating parents how to increase their spoken words at home with their baby (aged 0-30 months) with tips, videos, and round table conversations. Once a week, at home, babies wear a recording device that measures the amount of adult words spoken and the amount of turns (or exchanges) between adult and baby, and then the parents receive reports on their progress. Home reading is heavily encouraged and parents receive a free baby book at every class they attend. This program uses curriculum developed by the LENA Foundation in Denver, Colorado. Over 100 families have participated in this program since 2016. We are currently working with the Nevada Public Library to offer a class for Nevada families this summer.

The Thrive by Five proactive and preventative programs serve all families but we make extra effort to reach families at risk, including an estimated 1,000 Story County children ages 0-5 who live in families with low-income.

When successful, Thrive by Five will reduce the need for corrective and reactive services later.

### **Out of School Learning**

Story County added funding for Out of School Learning for the 2017-18 school year. In summer 2017, our free summer literacy tutoring program **Summer Reading Buddies** expanded to Nevada for the first time. Two sites in Nevada joined eight sites in Ames. The purpose of the program is to maintain reading levels over the summer and avoid the 'Summer Slide'. The program matches trained volunteer tutors with children in kindergarten through third grade who meet twice a week for six weeks. 116 children were served with 94 volunteer tutors making the program a success. Of the children who took both pre and post-tests, 72% improved their reading levels and 28% maintained their reading levels. We have added a site in Huxley for Summer 2018 with afternoon and evening sessions available.

As we saw the need to continue work with children in Nevada over the school year, similar to what we already do in Ames, RRSC expanded the after school tutoring program **Harrison Barnes Reading Academy** to Nevada as well in the 2017-18 school year. Seven children in Nevada meet with volunteers on Monday afternoons at Central Elementary, using the same curriculum they used over the summer. There are twenty children meeting Wednesday afternoons.

## **Advocacy**

The RRSC board made advocacy a strategic priority. We believe educating children is a shared responsibility between families, schools and the community. RRSC is committed to working with diverse partners to accomplish our common goals.

We are now an office of four: one full time executive director, one  $\frac{3}{4}$  time Family Literacy Coordinator, one  $\frac{1}{2}$  time Family Literacy Coordinator, and one full time program data specialist-hired through a grant with Story County Reads. As we continue to expand our programs out into the county and develop more 0-3 programs, additional staff will be required.

Raising Readers in Story County serves all families, but makes extra efforts to reach families at risk. For four years RRSC has delivered programs and built relationships with families and staff at Eastwood subsidized housing in Ames: Tot Time and Storytime.

## **Progress**

Raising Readers in Story County has data agreements with Ames Community School District, Central Elementary School in Nevada, and Colo-NESCO Elementary School in Zearing. We receive FAST screening scores through those data agreements in Ames and Nevada. We are in the process of receiving 2017-18 data and will have updated information in the 2019-20 ASSET application this fall.

None of our programs would be possible without the huge support and commitment by our volunteers. Since July, we have had 202 volunteers report a total of 2668.25 hours of volunteer time.

Funding from Story County through the ASSET program has made the work of Raising Readers in Story County possible. We sincerely thank the Story County Board of Supervisors for your funding and support that is helping prepare Story County children for school, careers, and life.





**Application**

**250948 - County Substance Abuse Programs FY19**

**251885 - County Substance Abuse  
Substance Abuse Prevention & Treatment**

Status: Editing

Submitted Date:

**Applicant Information**

**Project Officer**

AnA User Id GERRI.BUGG@IOWAID  
 First Name\* Gerri L Bugg  
First Name Middle Name Last Name  
 Title: CYFD Director  
 Email:\* gbugg@yss.org  
 Address:\* 420 Kellogg

**Organization Information**

Organization Name:\* Story County Board of Supervisors  
 Organization Type:\* County Government  
 DUNS:  
 Organization Website:  
 Address:

City\* Ames Iowa 50010  
City State/Province Postal Code/Zip  
 Phone:\* 515-232-4332 4455  
Phone Ext.

City Iowa  
City State/Province Postal Code/Zip  
 Ext.

Program Area Substance Abuse Prevention & Treatment  
 of Interest\* Treatment  
 Fax:

Phone:  
 Fax:

**Cover Sheet-General Information**

**APPROVED DENIED**

Board Member Initials: RS

Meeting Date: 3-27-18

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

**Authorized Official**

Name\* Rick Sanders  
 Title\* Chair, Board of Supervisors  
 Organization\* Story County Board of Supervisors  
If you are an individual, please provide your First and Last Name.  
 Address\* 900 6th St

City/State/Zip\* Nevada Iowa 50201  
City State Zip

Telephone Number\* 515-382-7202  
 E-Mail\* rsanders@storycountyiowa.gov

**Fiscal Officer / Agent**

*Please enter the "Fiscal Officer" for your Organization.  
 If you are an individual, please provide your First and Last Name.*

Name\* Lisa Markley

## **Dakins Lake Campground Attendant Contract**

Story County Conservation Board  
56461 180<sup>th</sup> Street, Ames, IA 50010  
515-232-2516- FAX 515-232-6989

This Agreement is entered into between Beverley Chance, hereinafter called the Campground Attendant, and the Story County Conservation Board, hereinafter called the Department, and is effective on the date last signed below.

Whereas, the Department desires to hire a Campground Attendant for Dakins Lake;

Whereas, the Campground Attendant is prepared to and shall furnish Campground Attendant services;

Now therefore, the Department and the Campground Attendant do hereby mutually agree as follows:

1. The selected Campground Attendant is a hired person doing contracted labor. Wage for this labor shall be at the rate of \$240.00/week (paid bi-weekly). Campground Attendant shall log actual hours worked per week and shall not work more than 33 hours in one week. The only compensation paid or provided to Campground Attendant as provided in this Agreement and any other representation to the contrary is void.

The Campground Attendant will not be considered an agent or employee of Story County and will not be eligible for nor have any right to claim benefits, compensation, or damages from Story County.

2. The Campground Attendant will be provided a campsite (valued at \$17/night) within Dakins Lake for a period of 30 weeks commencing on Monday, July 16, 2018 and terminating on Sunday, October 28, 2018. Payment of camping fees for the time period shown above by the Campground Attendant will be waived by the Department in return for services rendered. Campground Attendant will be solely responsible for any necessary reporting to any taxing or similar entity of the benefit of receiving the campsite at no cost by virtue of this Agreement. If, for any reason, this Agreement terminates before the term indicated herein, Campground Attendant shall immediately vacate the campsite.
3. Actual daily scheduled service time will be arranged between the Campground Attendant and the Park Ranger. The Campground Attendant is expected to perform his/her duties daily. The Campground Attendant shall be willing and able to assist campers and the Department staff outside regular scheduled hours as needed.
4. A visible sign will be placed on the Campground Attendant's campsite by the Department designating said campsite as belonging to the Campground Attendant. Campsite occupants other than Campground Attendant must be approved in writing by Park Ranger.

5. The duties of the Campground Attendant will be those listed in the "Story County Conservation Department Campground Attendant Duties List." Those duties are incorporated herein by reference. By signing below, Campground Attendant acknowledges that he/she has reviewed the job description and asserts that he/she is ready, willing, and able to perform the associated job functions and duties during the term of this Agreement.

The contractor may, at their discretion and subject to Story County Conservation approval, employ such other person or persons as desired to assist required work under this contract. Any employee hired by the contractor will be at contractor's sole expense, and contractor shall assume all liability for any such person(s), including for workers compensation benefits or damage any such employee may do to county property or persons or property present on county owned land. Further, any such person will not be considered an agent or employee of Story County and will not be eligible for nor have any right to claim benefits, compensation, or damages from Story County. Contractor shall have the duty to notify the employee of the limits of Story County's liability and of contractor's duties to contractor's employee(s).

6. The Department, through its supervisor in charge of the area, shall decide all questions which may arise as to the quality, fitness, promptness, and acceptability of service provided by the Campground Attendant to the Department. The supervisor may void or cancel this Campground Attendant agreement by giving oral notice to the Campground Attendant and Director that the Agreement is terminated. That determination and decision shall be final and conclusive.
7. The Story County Conservation Board or the Campground Attendant may terminate this agreement at any time during the period covered by this agreement by giving 48 hours notice to the Park Ranger.

Signature: Beverly L. Chance 3/12/18  
Campground Attendant Date

Signature: Craig Meyer \_\_\_\_\_  
Chair, Story County Conservation Board Date

Signature: [Signature] 3-27-18  
Chair, Story Co. Board of Supervisors Date

## **Dakins Lake Campground Attendant Duties List**

The following duties are expected to be performed by the contracted campground attendant:

1. Check campgrounds (Main Campground and Primitive Camping) daily to assure that all occupied sites are registered.
2. Sell firewood to campers; give fees to the Park Ranger (or designee) each Friday and Monday.
3. Clean and stock campground shower house at least once daily and as needed on busy weekends to assure cleanliness and safety.
4. Pick up trash as necessary around all camping areas. Check trash cans around park during busy days.
5. Clean shelter house prior to reservations.
6. Check and clean grills in main and primitive campgrounds as needed. Staff will clean weekly.
7. Perform minor maintenance in campgrounds.
8. Assist campers with registration and park information.
9. Inform park users of campground rules and enforce as necessary.
10. Perform other duties as occasionally requested by the conservation staff.

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

(Contracted Services)

Under the provision of Section 3401 of the Internal Revenue Code of 1954, an employer must withhold tax from all remuneration actually or constructively paid to an employee. This agreement covers professional services provided by Beverly Chance as an independent contractor. Beverly Chance assumes all responsibility for payroll taxes and required FOAB contributions.

In general, an individual who is subject to the control and direction of another only as to the results of their work, and not as the means by which it is accomplished, is an independent contractor and not an employee.

AGREEMENT

- NAME OF CONTRACTOR: Beverley Chance
- MAILING ADDRESS: 68239 110<sup>th</sup> Street, Zearing IA 50278
- BUSINESS PHONE NUMBER: 515-291-5478
1. DESCRIPTION OF SERVICES: Campground Attendant – cleaning, assisting campers, selling firewood
2. DATE(S): July 16, 2018 – October 28, 2018
3. TIME(S): As agreed upon with park ranger
4. LOCATION: Dakins Lake – Zearing, Iowa
5. PROFESSIONAL FEES: \$480.00 bi-weekly
6. SPECIAL CONDITIONS: None

CERTIFICATION

I certify that I have read the above statement regarding the requirements of the IRS for an “independent contractor,” and I assume the responsibility for payroll and FOAB contributions. I agree to the conditions stated above for services provided by myself to Story County.

Signature Beverly L. Chance Date 3/12/18

Approved by [Signature] Date 3-27-18

W-9 completed \_\_\_\_\_

## **Dakins Lake Campground Attendant Contract**

Story County Conservation Board  
56461 180<sup>th</sup> Street, Ames, IA 50010  
515-232-2516- FAX 515-232-6989

This Agreement is entered into between Ernie Gummo, hereinafter called the Campground Attendant, and the Story County Conservation Board, hereinafter called the Department, and is effective on the date last signed below.

Whereas, the Department desires to hire a Campground Attendant for Dakins Lake;

Whereas, the Campground Attendant is prepared to and shall furnish Campground Attendant services;

Now therefore, the Department and the Campground Attendant do hereby mutually agree as follows:

1. The selected Campground Attendant is a hired person doing contracted labor. Wage for this labor shall be at the rate of \$240.00/week (paid bi-weekly). Campground Attendant shall log actual hours worked per week and shall not work more than 33 hours in one week. The only compensation paid or provided to Campground Attendant as provided in this Agreement and any other representation to the contrary is void.

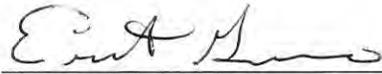
The Campground Attendant will not be considered an agent or employee of Story County and will not be eligible for nor have any right to claim benefits, compensation, or damages from Story County.

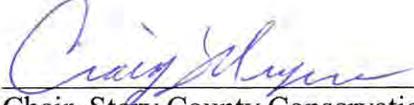
2. The Campground Attendant will be provided a campsite (valued at \$17/night) within Dakins Lake for a period of 30 weeks commencing on Monday, April 2, 2018 and terminating on Sunday, July 15, 2018. Payment of camping fees for the time period shown above by the Campground Attendant will be waived by the Department in return for services rendered. Campground Attendant will be solely responsible for any necessary reporting to any taxing or similar entity of the benefit of receiving the campsite at no cost by virtue of this Agreement. If, for any reason, this Agreement terminates before the term indicated herein, Campground Attendant shall immediately vacate the campsite.
3. Actual daily scheduled service time will be arranged between the Campground Attendant and the Park Ranger. The Campground Attendant is expected to perform his/her duties daily. The Campground Attendant shall be willing and able to assist campers and the Department staff outside regular scheduled hours as needed.
4. A visible sign will be placed on the Campground Attendant's campsite by the Department designating said campsite as belonging to the Campground Attendant. Campsite occupants other than Campground Attendant must be approved in writing by Park Ranger.

5. The duties of the Campground Attendant will be those listed in the "Story County Conservation Department Campground Attendant Duties List." Those duties are incorporated herein by reference. By signing below, Campground Attendant acknowledges that he/she has reviewed the job description and asserts that he/she is ready, willing, and able to perform the associated job functions and duties during the term of this Agreement.

The contractor may, at their discretion and subject to Story County Conservation approval, employ such other person or persons as desired to assist required work under this contract. Any employee hired by the contractor will be at contractor's sole expense, and contractor shall assume all liability for any such person(s), including for workers compensation benefits or damage any such employee may do to county property or persons or property present on county owned land. Further, any such person will not be considered an agent or employee of Story County and will not be eligible for nor have any right to claim benefits, compensation, or damages from Story County. Contractor shall have the duty to notify the employee of the limits of Story County's liability and of contractor's duties to contractor's employee(s).

6. The Department, through its supervisor in charge of the area, shall decide all questions which may arise as to the quality, fitness, promptness, and acceptability of service provided by the Campground Attendant to the Department. The supervisor may void or cancel this Campground Attendant agreement by giving oral notice to the Campground Attendant and Director that the Agreement is terminated. That determination and decision shall be final and conclusive.
7. The Story County Conservation Board or the Campground Attendant may terminate this agreement at any time during the period covered by this agreement by giving 48 hours notice to the Park Ranger.

Signature:  3-16-18  
Campground Attendant Date

Signature:  3/26/18  
Chair, Story County Conservation Board Date

Signature:  3-27-18  
Chair, Story Co. Board of Supervisors Date

## **Dakins Lake Campground Attendant Duties List**

The following duties are expected to be performed by the contracted campground attendant:

1. Check campgrounds (Main Campground and Primitive Camping) daily to assure that all occupied sites are registered.
2. Sell firewood to campers; give fees to the Park Ranger (or designee) each Friday and Monday.
3. Clean and stock campground shower house at least once daily and as needed on busy weekends to assure cleanliness and safety.
4. Pick up trash as necessary around all camping areas. Check trash cans around park during busy days.
5. Clean shelter house prior to reservations.
6. Check and clean grills in main and primitive campgrounds as needed. Staff will clean weekly.
7. Perform minor maintenance in campgrounds.
8. Assist campers with registration and park information.
9. Inform park users of campground rules and enforce as necessary.
10. Perform other duties as occasionally requested by the conservation staff.

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

(Contracted Services)

Under the provision of Section 3401 of the Internal Revenue Code of 1954, an employer must withhold tax from all remuneration actually or constructively paid to an employee. This agreement covers professional services provided by Ernie Gummo as an independent contractor. Ernie Gummo assumes all responsibility for payroll taxes and required FOAB contributions.

In general, an individual who is subject to the control and direction of another only as to the results of their work, and not as the means by which it is accomplished, is an independent contractor and not an employee.

AGREEMENT

- NAME OF CONTRACTOR: Ernie Gummo
- MAILING ADDRESS: 715 E. Maple Street, A3, Hubbard IA 50122
- BUSINESS PHONE NUMBER: 814-577-8841
1. DESCRIPTION OF SERVICES: Campground Attendant – cleaning, assisting campers, selling firewood
2. DATE(S): April 2, 2018 – July 15, 2018
3. TIME(S): As agreed upon with park ranger
4. LOCATION: Dakins Lake – Zearing, Iowa
5. PROFESSIONAL FEES: \$480.00 bi-weekly
6. SPECIAL CONDITIONS: None

CERTIFICATION

I certify that I have read the above statement regarding the requirements of the IRS for an “independent contractor,” and I assume the responsibility for payroll and FOAB contributions. I agree to the conditions stated above for services provided by myself to Story County.

Signature 

Date 3-16-18

Approved by 

Date 3-27-18

W-9 completed \_\_\_\_\_

## Hickory Grove Campground Attendant Contract

Story County Conservation Board  
56461 180<sup>th</sup> Street, Ames, IA 50010  
515-232-2516- FAX 515-232-6989

This Agreement is entered into between Tom Foley, hereinafter called the Campground Attendant, and the Story County Conservation Board, hereinafter called the Department, and is effective on the date last signed below.

Whereas, the Department desires to hire a Campground Attendant for Hickory Grove Park;

Whereas, the Campground Attendant is prepared to and shall furnish Campground Attendant services;

Now therefore, the Department and the Campground Attendant do hereby mutually agree as follows:

1. The selected Campground Attendant is a hired person doing contracted labor. Wage for this labor shall be at the rate of \$240.00/week (paid bi-weekly). Campground Attendant shall log actual hours worked per week and shall not work more than 33 hours in one week. The only compensation paid or provided to Campground Attendant as provided in this Agreement and any other representation to the contrary is void.

The Campground Attendant will not be considered an agent or employee of Story County and will not be eligible for nor have any right to claim benefits, compensation, or damages from Story County.

2. The Campground Attendant will be provided a campsite (valued at \$17/night) within Hickory Grove Park for a period of 30 weeks commencing on Monday, April 2, 2018 and terminating on Sunday, October 28, 2018. Payment of camping fees for the time period shown above by the Campground Attendant will be waived by the Department in return for services rendered. Campground Attendant will be solely responsible for any necessary reporting to any taxing or similar entity of the benefit of receiving the campsite at no cost by virtue of this Agreement. If, for any reason, this Agreement terminates before the term indicated herein, Campground Attendant shall immediately vacate the campsite.
3. Actual daily scheduled service time will be arranged between the Campground Attendant and the Park Ranger. The Campground Attendant is expected to perform his/her duties daily. The Campground Attendant shall be willing and able to assist campers and the Department staff outside regular scheduled hours as needed.
4. A visible sign will be placed on the Campground Attendant's campsite by the Department designating said campsite as belonging to the Campground Attendant. Campsite occupants other than Campground Attendant must be approved in writing by Park Ranger.

5. The duties of the Campground Attendant will be those listed in the "Story County Conservation Department Campground Attendant Duties List." Those duties are incorporated herein by reference. By signing below, Campground Attendant acknowledges that he/she has reviewed the job description and asserts that he/she is ready, willing, and able to perform the associated job functions and duties during the term of this Agreement.

The contractor may, at their discretion and subject to Story County Conservation approval, employ such other person or persons as desired to assist required work under this contract. Any employee hired by the contractor will be at contractor's sole expense, and contractor shall assume all liability for any such person(s), including for workers compensation benefits or damage any such employee may do to county property or persons or property present on county owned land. Further, any such person will not be considered an agent or employee of Story County and will not be eligible for nor have any right to claim benefits, compensation, or damages from Story County. Contractor shall have the duty to notify the employee of the limits of Story County's liability and of contractor's duties to contractor's employee(s).

6. The Department, through its supervisor in charge of the area, shall decide all questions which may arise as to the quality, fitness, promptness, and acceptability of service provided by the Campground Attendant to the Department. The supervisor may void or cancel this Campground Attendant agreement by giving oral notice to the Campground Attendant and Director that the Agreement is terminated. That determination and decision shall be final and conclusive.
7. The Story County Conservation Board or the Campground Attendant may terminate this agreement at any time during the period covered by this agreement by giving 48 hours notice to the Park Ranger.

Signature: Thomas Joly Date 3-11-2018  
Campground Attendant

Signature: Craig Meyer Date 3/26/18  
Chair, Story County Conservation Board

Signature: [Signature] Date 3-27-18  
Chair, Story Co. Board of Supervisors

## **Hickory Grove Park Campground Attendant Duties List**

The following duties are expected to be performed by the contracted campground attendant:

1. Check campgrounds (Breezy Bay and Primitive Camping) daily to assure that all occupied sites are registered.
2. Stock firewood in wood shed weekly. Sell firewood to campers and collect fees; give fees to the Park Ranger (or designee) each Friday and Monday.
3. Clean and stock campground shower house at least daily to insure cleanliness and safety.
4. Clean and stock beach house restrooms daily to insure cleanliness and safety.
5. Pick up trash as necessary around all camping areas. Check trash cans at the beach area during busy days.
6. Clean lodges at Hickory Grove Park prior to reservations; stock firewood when necessary.
7. Clean grills in Breezy Bay and Primitive Campground on a weekly basis.
8. Perform minor maintenance in campgrounds such as cleaning fire rings, painting, string trimming, etc.
9. Assist campers with registration and park information.
10. Inform park users of campground rules and enforce as necessary.
11. Perform other duties as occasionally requested by the conservation staff.

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

(Contracted Services)

Under the provision of Section 3401 of the Internal Revenue Code of 1954, an employer must withhold tax from all remuneration actually or constructively paid to an employee. This agreement covers professional services provided by Tom Foley as an independent contractor. Tom Foley assumes all responsibility for payroll taxes and required FOAB contributions.

In general, an individual who is subject to the control and direction of another only as to the results of their work, and not as the means by which it is accomplished, is an independent contractor and not an employee.

AGREEMENT

- NAME OF CONTRACTOR: Tom Foley
- MAILING ADDRESS: 612 2nd Street N.W., State Center IA 50247
- BUSINESS PHONE NUMBER: 515-209-1058
1. DESCRIPTION OF SERVICES: Campground Attendant – cleaning, assisting campers, selling firewood
  2. DATE(S): April 2, 2018 – October 28, 2018
  3. TIME(S): As agreed upon with park ranger
  4. LOCATION: Hickory Grove Park – Colo, Iowa
  5. PROFESSIONAL FEES: \$480.00 bi-weekly
  6. SPECIAL CONDITIONS: None

CERTIFICATION

I certify that I have read the above statement regarding the requirements of the IRS for an “independent contractor,” and I assume the responsibility for payroll and FOAB contributions. I agree to the conditions stated above for services provided by myself to Story County.

Signature Thomas M. Foley Date 3-11-2018  
Approved by [Signature] Date 3-27-18  
W-9 completed \_\_\_\_\_

### **Hickory Grove Park Campground Attendant Duties List**

The following duties are expected to be performed by the contracted campground attendant:

1. Check campgrounds (Breezy Bay and Primitive Camping) daily to assure that all occupied sites are registered.
2. Stock firewood in wood shed weekly. Sell firewood to campers and collect fees; give fees to the Park Ranger (or designee) each Friday and Monday.
3. Clean and stock campground shower house at least daily to insure cleanliness and safety.
4. Clean and stock beach house restrooms daily to insure cleanliness and safety.
5. Pick up trash as necessary around all camping areas. Check trash cans at the beach area during busy days.
6. Clean lodges at Hickory Grove Park prior to reservations; stock firewood when necessary.
7. Clean grills in Breezy Bay and Primitive Campground on a weekly basis.
8. Perform minor maintenance in campgrounds such as cleaning fire rings, painting, string trimming, etc.
9. Assist campers with registration and park information.
10. Inform park users of campground rules and enforce as necessary.
11. Perform other duties as occasionally requested by the conservation staff.

# CONTRACT

Kind of Work Road Maintenance

County Story

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

of Conley's Trucking Inc Contractor.

WITNESSETH: That the Contractor, for and in consideration of (\$ \$21,450.00 )

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

Item No.	Item	Quantity	Units	Unit Price	Amount
1	Haul and spread 1,000 ton 1 inch road stone	1,000.00	job	\$21.45	\$21,450.00
2	per map location				
3					
4					
5					
6					
7	Contractor agrees to add Story County Iowa and Story County				
8	Conservation as Additional Insured on Contractor's Commercial				
9	General Liability Insurance				
10					
11	quote awarded to lowest qualified responsive quoter				
12					
13					
14					
				<b>Subtotal:</b>	<b>\$21,450.00</b>
	o See supplemental information on Page 2			<b>Pg2 Subtot:</b>	<b>\$0.00</b>
				<b>TOTAL:</b>	<b>\$21,450.00</b>

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

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

That it is mutually understood and agreed by the parties hereto that the notice to quoters, the proposal, the specifications for Project No. Road Maintenance

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

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

Approximate Starting Date	Specified Starting Date	Late Start Date	Number of Working Days
15-Mar-18	3/15/2018	3/31/2018	16

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

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

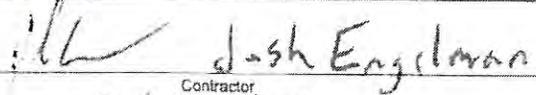
Recommended by:

Approved:

Story County, Iowa

By:   
Story County Board of Supervisors

Date: 3-27-18

By:   
Dash Engelman  
Contractor

Date: 3/20/18



---

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: March 27, 2018

Re: Consideration of contract between Conley's Trucking, Inc. and Story County Conservation Board to haul and spread rock at Dakins Lake for \$21,450

---

The attached contract is for road rock to be hauled and spread at Dakins Lake. This additional rock will improve the condition of the park roads and bring them up to their original specifications--providing a better road around the park and in the campground.

This project was budgeted and approved in the FY18 Conservation budget.

The Story County Conservation Board recommends approval by the Story County Board of Supervisors.

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: 04-13-100-230  
PROJECT No: L-L13--73-85  
ROAD No: 120<sup>TH</sup> ST.

THIS AGREEMENT made and entered into this 7<sup>th</sup> day of MARCH, A.D. 20 18 by and between

JOEL P. FEE, DANIEL D. FEE, DAVID D. FEE, AND DONNA L. FEE

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 South 27.00 feet of the North 60.00 feet of the West 175.00 feet of the East 283.57 feet of Parcel "F" in the NE¼, NW¼ in Section 13, Township 85 North, Range 21 West of the 5th P.M., Story County, Iowa, as shown on the Plat of Survey filed in the Office of the Recorder of Story County, Iowa as Instrument No. 96-14053. Easement contains 0.24 acres of which 0.13 acres is existing R.O.W.

County of Story, State of Iowa, and more particularly described on Page 6 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:

	<b>Payment Amount</b>	<b>Agreed Performance</b>
\$	575.00	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	575.00	<b>TOTAL LUMP SUM</b>

<b>BREAKDOWN:</b>	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	0.11	ac./sq.ft.	\$ 550.00	Fence _____ rods barb \$
Temporary Easement		ac./sq.ft.	\$	
Damages for:	Future Abstract Entry in the amount of \$25.00			\$ 25.00

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.

X [Signature] X \_\_\_\_\_  
X \_\_\_\_\_  
X \_\_\_\_\_

- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 6 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 8th day of February, 20 18, before me, the undersigned, personally appeared Joel Fee

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.

[Signature]

Notary Public in and for the State of Wyoming

**BUYER'S APPROVAL**  
[Signature]

3-19-18

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

(Date)



[Signature]

3/27/18

Approved by: Chairperson, Story County Board of Supervisors

(Date)

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.

X \_\_\_\_\_ X- Daniel P. Fee  
X \_\_\_\_\_  
X \_\_\_\_\_

- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of \_\_\_\_\_ 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**

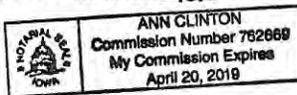
STATE OF IOWA: ss On this 10 day of January, 2018, before me, the undersigned, personally appeared Daniel P. Fee

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.

Ann Clinton

Notary Public in and for the State of Ia

**BUYER'S APPROVAL**



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

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

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.

X David FEE X \_\_\_\_\_  
X \_\_\_\_\_  
X \_\_\_\_\_

5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of \_\_\_\_\_ 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**

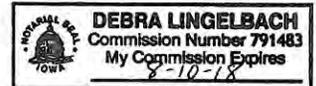
STATE OF IOWA: ss On this 3<sup>rd</sup> day of January, 20 18, before me, the undersigned, personally appeared David FEE

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.

[Signature]  
Notary Public in and for the State of IA

**BUYER'S APPROVAL**

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



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

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.

X Donna Stone X \_\_\_\_\_  
X \_\_\_\_\_  
X \_\_\_\_\_

5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of \_\_\_\_\_ pages.

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.

X David Lee X \_\_\_\_\_  
X \_\_\_\_\_  
X \_\_\_\_\_

5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of \_\_\_\_\_ 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**

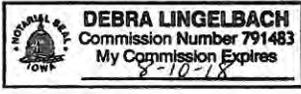
STATE OF IOWA: ss On this 3<sup>rd</sup> day of January, 2018, before me, the undersigned, personally appeared David Lee

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.

David Lee  
Notary Public in and for the State of IA

**BUYER'S APPROVAL**

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



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

**CONTRACT**  
**STORY County -- 332-Box Culverts**  
**Project No. : L-LIN5--73-85**

THIS AGREEMENT made and entered by and between STORY County, Iowa, by its Board of Supervisors consisting of: Rick Sanders, Chairperson, Marty Chitty and Lauris Olson, Contracting Authority, and PETERSON CONTRACTORS INC. of, REINBECK, IA 50669-0155, Contractor.

WITNESSETH: That the contractor, for and in consideration of Eighty Two Thousand Nine Hundred Nine Dollars and Eighty Cents (\$82,909.80) payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specification therefore, and in the locations designated in the notice to bidders, the various items of work as listed in the quantity and unit price tabulation

Said specifications and plans are hereby made a part of and the basis of this agreement, and a true copy of said plans and specifications are now on file in the office of the County Auditor under the date of December 26, 2017

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

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. L-LIN5--73-85 in STORY County, Iowa, the within contract, the contractor's bond and the general and detailed plans are and constitute the basis of the contract between the parties hereto.

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

Division No.	Work Days	Specified Starting Date	Approximate Starting Date	Late Start Date	Completion Date	Liquidated Damages Per Day
1	40			10-Sep-2018		\$800.00

The working days noted are the total combined working days with tied project L-C2B--73-85.

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon the parties hereto.

It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine and render judgment as to any controversy arising hereunder.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the 27th Day of March, 2018.

**Story County, Iowa, Contracting Authority**

By [Signature]  
Chairperson, County Board of Supervisors

Date: 3/27/18

**PETERSON CONTRACTORS INC., Contractor**

By [Signature]  
president

Fed. ID: 420921654

**SCHEDULE OF PRICES -- CONTRACT**  
**STORY County, Iowa -- Project L-LIN5--73-85**

Type of work : 332-Box Culverts

Line No.	Item Code	Item	Quantity	Unit Price	Amount
1	2101-0850001	CLEARING AND GRUBBING	0.4ACRE	\$ 900.000	\$ 360.00
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	274.8 CY	\$ 9.500	\$ 2,610.60
3	2104-2710020	EXCAVATION, CLASS 10, CHANNEL	15.6 CY	\$ 10.000	\$ 156.00
4	2401-6745650	REMOVAL OF EXISTING STRUCTURES	1.00 LS	\$ 3,500.000	\$ 3,500.00
5	2402-2720000	EXCAVATION, CLASS 20	173 CY	\$ 10.000	\$ 1,730.00
6	2415-2111207	PRECAST CONCRETE BOX CULVERT, 12 FT. X 7 FT.	42.0 LF	\$ 1,035.000	\$43,470.00
7	2415-2201207	PRECAST CONCRETE BOX CULVERT STRAIGHT END SECTION, 12 FT. X 7 FT.	2EACH	\$11,560.000	\$23,120.00
8	2502-8212110	SUBDRAIN, PLASTIC PIPE, 10 IN.	10 LF	\$ 44.500	\$ 445.00
9	2502-8221305	SUBDRAIN OUTLET, DR-305	1EACH	\$ 570.000	\$ 570.00
10	2507-3250005	ENGINEERING FABRIC	29.6 SY	\$ 8.250	\$ 244.20
11	2507-6800061	REVTMENT, CLASS E	18.80 TON	\$ 50.000	\$ 940.00
12	2507-6875002	REVTMENT, REMOVE AND REPLACE	5.6 CY	\$ 65.000	\$ 364.00
13	2518-6910000	SAFETY CLOSURE	4EACH	\$ 100.000	\$ 400.00
14	2528-8445110	TRAFFIC CONTROL	1.00 LS	\$ 1,500.000	\$ 1,500.00
15	2533-4980005	MOBILIZATION	1.00 LS	\$ 3,500.000	\$ 3,500.00
<b>TOTAL</b>					<b>\$82,909.80</b>

This project shall be tied with L-C2B-73-85

This contract, and all sub-contracts that derive from it, requires compliance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation.

STANDARD SPECIFICATIONS OF THE IDOT, SERIES 2015, AND CURRENT SUPPLEMENTAL SPECIFICATIONS SHALL APPLY.

# IOWA DOT CONTRACTOR'S PERFORMANCE BOND

Bond Number: 106869704  
Contract I.D.: \_\_\_\_\_  
County: Story

KNOW ALL PERSONS BY THESE PRESENTS: That we,

**Peterson Contractors, Inc.**

of

**P.O. Box A, Reinbeck, IA 50669-0155**

*(hereinafter called the Principal) and*

**Travelers Casualty and Surety Company of America**

of

**One Tower Square, Hartford, CT 06183**

*(hereinafter called the Surety) are held and firmly bound unto the*

**Board of Supervisors of Story County**

*(Iowa DOT, County, or City name, etc.)*

*(hereinafter called the Contracting Authority) Iowa, in the sum of*

**Eighty-two Thousand Nine Hundred Nine And 80/100THS** dollars

(\$ **\$82,909.80** ),

lawful money of the United States, to the payment of which sum, well and truly to be made, we bind ourselves, our executors, administrators, successors, and assigns jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT whereas the above bounden Principal did enter into a written contract with the Contracting Authority to perform

**332-Box Culverts, Project No.: L-LIN5--73-85**

Copy of which contract, together with all of its terms, covenants, conditions, and stipulations, is incorporated herein and made a part hereof as fully and completely as if said contract were recited at length; and whereas, the principal and sureties on this bond hereby agree to pay all persons, firms, or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, when the same are not satisfied out of the portion of the contract price which the public corporation is required to retain until completion of the public improvements, but the principal and sureties shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law.

Now, if the principal shall in all respects fulfill his said contract according to the terms and tenor thereof, and shall satisfy all claims and demands incurred for the same, and shall fully indemnify and save harmless the Contracting Authority from all costs and damages which it may suffer by reason of failure to do so and shall fully reimburse and repay the Contracting Authority all outlays and expense which it may incur in making good any such default, then the obligation is to be void and of no effect: otherwise to remain in full force and effect. Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

1. To any extension of time to the contractor in which to perform the contract.
2. That the bond shall remain in full force and effect until the contract is completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage is being charged against the contractor.
3. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than 20 percent of the total contract price, and shall then be released only as to such excess increase.
4. That no provision of this bond or of any other contract shall be valid which limits to less than five years from the completion of the contract the right to sue on this bond for defects in work quality or material not discovered or known to the Contracting Authority at the time such work is accepted.

This bond is to be considered a performance bond and secures the Contracting Authority the right to recover from the contractor on account of material or labor entered into the work or work performed not in accordance with the contract, specifications, or plans. The contractor does not by this obligation guarantee to maintain the work for five years.

# IOWA DOT

## CONTRACTOR'S PERFORMANCE BOND

Bond Number: 106869704

Contract I.D.: \_\_\_\_\_

County: Story

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**Peterson Contractors, Inc.**  
By: [Signature] Principal  
president  
Cordell G. Peterson Title

**Travelers Casualty and Surety Company of America**  
By: [Signature] Surety  
Anne Crowner, Attorney-in-Fact Title

Address: One Tower Square, Hartford, CT 06183

By: \_\_\_\_\_ Principal  
\_\_\_\_\_  
\_\_\_\_\_ Title

By: \_\_\_\_\_ Surety  
\_\_\_\_\_  
\_\_\_\_\_ Title

Address: \_\_\_\_\_

By: \_\_\_\_\_ Principal  
\_\_\_\_\_  
\_\_\_\_\_ Title

By: \_\_\_\_\_ Surety  
\_\_\_\_\_  
\_\_\_\_\_ Title

Address: \_\_\_\_\_

**For contracts where a County Board of Supervisors is the Contracting Authority:**

This bond approved by the Board of Supervisors of Story County,  
this 27<sup>th</sup> day of March, 2018  
[Signature] Signature Board of Supervisors, Chair Title

**For contracts where neither the DOT nor a County Board of Supervisors is the Contracting Authority:**

This bond approved by the \_\_\_\_\_  
(Contracting Authority)  
this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_  
Signature \_\_\_\_\_ Title \_\_\_\_\_

**DISCLOSURE STATEMENT FOR CONTRACTOR'S PERFORMANCE BONDS**

The information requested will be used by the Iowa Department of Transportation to determine if a contractor/vendor is bonded in accord with the requirements established by the contracting authority. This secures the IDOT and/or the State of Iowa the right to recover from the contractor/vendor if material or labor entered into the work performed is not in accord with the contract, specifications, or plans. Persons outside the Department may occasionally request this information. Failure to provide all required information will result in denial of the award of the contract.



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: 106869704
Principal: Peterson Contractors, Inc.
Obligee: Board of Supervisors of Story County

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:

Handwritten signature of Robert L. Raney
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.



Handwritten signature of Marie C. Tetreault
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 \_\_\_\_\_ day of \_\_\_\_\_, 2018 .



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.**

**CONTRACT**  
**STORY County -- 320-Bridges**  
**Project No. : L-C2B--73-85**

THIS AGREEMENT made and entered by and between STORY County, Iowa, by its Board of Supervisors consisting of: Rick Sanders, Chairperson, Marty Chitty and Lauris Olson, Contracting Authority, and PETERSON CONTRACTORS INC. of, REINBECK, IA 50669-0155, Contractor.

WITNESSETH: That the contractor, for and in consideration of One Hundred Thirty Five Thousand Four Hundred Eighty One Dollars and Thirty Cents (\$135,481.30) payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specification therefore, and in the locations designated in the notice to bidders, the various items of work as listed in the quantity and unit price tabulation

Said specifications and plans are hereby made a part of and the basis of this agreement, and a true copy of said plans and specifications are now on file in the office of the County Auditor under the date of December 26, 2017

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

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. L-C2B--73-85 in STORY County, Iowa, the within contract, the contractor's bond and the general and detailed plans are and constitute the basis of the contract between the parties hereto.

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

Division No.	Work Days	Specified Starting Date	Approximate Starting Date	Late Start Date	Completion Date	Liquidated Damages Per Day
1	40			10-Sep-2018		\$1,000.00

The working days noted are the total combined working days with tied project L-LIN5--73-85.

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon the parties hereto.

It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine and render judgment as to any controversy arising hereunder.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the 27<sup>th</sup> Day of March, 2018.

**Story County, Iowa, Contracting Authority**

By [Signature]  
Chairperson, County Board of Supervisors

Date: 3/27/18

**PETERSON CONTRACTORS INC., Contractor**

By [Signature] president Fed. ID: 42-0921854

**SCHEDULE OF PRICES -- CONTRACT**  
**STORY County, Iowa -- Project L-C2B--73-85**

Type of work : 320-Bridges

Line No.	Item Code	Item	Quantity	Unit Price	Amount
1	2101-0850001	CLEARING AND GRUBBING	0.4	ACRE \$ 900.000	\$ 360.00
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	443.9	CY \$ 9.500	\$ 4,217.05
3	2104-2710020	EXCAVATION, CLASS 10, CHANNEL	42.0	CY \$ 10.000	\$ 420.00
4	2401-6745625	REMOVAL OF EXISTING BRIDGE	1.00	LS \$ 4,250.000	\$ 4,250.00
5	2402-2720000	EXCAVATION, CLASS 20	158	CY \$ 10.000	\$ 1,580.00
6	2415-2100000	PRECAST CONCRETE BOX CULVERT,	42.0	LF \$ 1,635.000	\$ 68,670.00
7	2415-2200000	PRECAST CONCRETE BOX CULVERT STRAIGHT END SECTION,	2	EACH \$20,550.000	\$ 41,100.00
8	2417-1040018	CULVERT, CORRUGATED METAL ENTRANCE PIPE, 18 IN. DIA.	54	LF \$ 29.000	\$ 1,566.00
9	2417-1040036	CULVERT, CORRUGATED METAL ENTRANCE PIPE, 36 IN. DIA.	54	LF \$ 53.000	\$ 2,862.00
10	2502-8212106	SUBDRAIN, PLASTIC PIPE, 6 IN.	45	LF \$ 19.750	\$ 888.75
11	2502-8221305	SUBDRAIN OUTLET, DR-305	1	EACH \$ 470.000	\$ 470.00
12	2507-3250005	ENGINEERING FABRIC	50.0	SY \$ 8.250	\$ 412.50
13	2507-6800061	REVTMENT, CLASS E	35.00	TON \$ 51.000	\$ 1,785.00
14	2518-6910000	SAFETY CLOSURE	4	EACH \$ 100.000	\$ 400.00
15	2528-8445110	TRAFFIC CONTROL	1.00	LS \$ 1,500.000	\$ 1,500.00
16	2533-4980005	MOBILIZATION	1.00	LS \$ 5,000.000	\$ 5,000.00
<b>TOTAL</b>					<b>\$135,481.30</b>

This project shall be tied with L-LIN5-73-85

This contract, and all sub-contracts that derive from it, requires compliance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation.

STANDARD SPECIFICATIONS OF THE IDOT, SERIES 2015, AND CURRENT SUPPLEMENTAL SPECIFICATIONS SHALL APPLY.

# IOWADOT CONTRACTOR'S PERFORMANCE BOND

Bond Number: 106869705

Contract I.D.: \_\_\_\_\_

County: Story

KNOW ALL PERSONS BY THESE PRESENTS: That we,

**Peterson Contractors, Inc.**

of

**P.O. Box A, Reinbeck, IA 50669-0155**

*(hereinafter called the Principal) and*

**Travelers Casualty and Surety Company of America**

of

**One Tower Square, Hartford, CT 06183**

*(hereinafter called the Surety) are held and firmly bound unto the*

**Board of Supervisors of Story County**

*(Iowa DOT, County, or City name, etc.)*

*(hereinafter called the Contracting Authority) Iowa, in the sum of*

**One Hundred Thirty-five Thousand Four Hundred Eighty-one And 30/100THS** dollars

(\$ **\$135,481.30** ),

lawful money of the United States, to the payment of which sum, well and truly to be made, we bind ourselves, our executors, administrators, successors, and assigns jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT whereas the above bounden Principal did enter into a written contract with the Contracting Authority to perform

**320-Bridges, Project No.: L-C2B--73-85**

Copy of which contract, together with all of its terms, covenants, conditions, and stipulations, is incorporated herein and made a part hereof as fully and completely as if said contract were recited at length; and whereas, the principal and sureties on this bond hereby agree to pay all persons, firms, or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished. In the performance of the contract on account of which this bond is given, when the same are not satisfied out of the portion of the contract price which the public corporation is required to retain until completion of the public improvements, but the principal and sureties shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law.

Now, if the principal shall in all respects fulfill his said contract according to the terms and tenor thereof, and shall satisfy all claims and demands incurred for the same, and shall fully indemnify and save harmless the Contracting Authority from all costs and damages which it may suffer by reason of failure to do so and shall fully reimburse and repay the Contracting Authority all outlays and expense which it may incur in making good any such default, then the obligation is to be void and of no effect: otherwise to remain in full force and effect. Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

1. To any extension of time to the contractor in which to perform the contract.
2. That the bond shall remain in full force and effect until the contract is completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage is being charged against the contractor.
3. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than 20 percent of the total contract price, and shall then be released only as to such excess increase.
4. That no provision of this bond or of any other contract shall be valid which limits to less than five years from the completion of the contract the right to sue on this bond for defects in work quality or material not discovered or known to the Contracting Authority at the time such work is accepted.

This bond is to be considered a performance bond and secures the Contracting Authority the right to recover from the contractor on account of material or labor entered into the work or work performed not in accordance with the contract, specifications, or plans. The contractor does not by this obligation guarantee to maintain the work for five years.

# IOWA DOT CONTRACTOR'S PERFORMANCE BOND

Bond Number: 106869705

Contract I.D.: \_\_\_\_\_

County: Story

IN WITNESS WHEREOF, we have hereunto set our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, **2018**,

**Peterson Contractors, Inc.**  
By: [Signature] Principal  
Ordell Peterson <sup>President</sup> Title

**Travelers Casualty and Surety Company of America**  
By: [Signature] Surety  
**Anne Crowner, Attorney-in-Fact** Title

Address: One Tower Square, Hartford, CT 06183

By: \_\_\_\_\_ Principal  
\_\_\_\_\_  
Title

By: \_\_\_\_\_ Surety  
\_\_\_\_\_  
Title

Address: \_\_\_\_\_

By: \_\_\_\_\_ Principal  
\_\_\_\_\_  
Title

By: \_\_\_\_\_ Surety  
\_\_\_\_\_  
Title

Address: \_\_\_\_\_

**For contracts where a County Board of Supervisors is the Contracting Authority:**

This bond approved by the Board of Supervisors of Story County,  
this 27<sup>th</sup> day of March, **2018**  
[Signature] Signature 3/27/18 Title

**For contracts where neither the DOT nor a County Board of Supervisors is the Contracting Authority:**

This bond approved by the \_\_\_\_\_  
(Contracting Authority)  
this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_  
Signature Title

**DISCLOSURE STATEMENT FOR CONTRACTOR'S PERFORMANCE BONDS**

The information requested will be used by the Iowa Department of Transportation to determine if a contractor/vendor is bonded in accord with the requirements established by the contracting authority. This secures the IDOT and/or the State of Iowa the right to recover from the contractor/vendor if material or labor entered into the work performed is not in accord with the contract, specifications, or plans. Persons outside the Department may occasionally request this information. Failure to provide all required information will result in denial of the award of the contract.



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.

Bid Bond Obligee: Board of Supervisors of Story County

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. Delmerly, 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:

Handwritten signature of Robert L. Raney
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.



Handwritten signature of Marie C. Tetreault
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 \_\_\_\_\_ day of \_\_\_\_\_, 2018 .



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.**

STORY COUNTY  
837 N Avenue  
Nevada, IA 50201  
382-7355

Email: [engineerweb@storycountyiowa.gov](mailto:engineerweb@storycountyiowa.gov)

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

Permit Number 09-03

Road Name N. 500th Avenue (R38)

SPONSOR:

Phi Kappa Theta Number of Volunteers: \_\_\_\_\_  
Name of Sponsor (Organization, Group or Individual)

2110 Lincoln Way, Ames, IA 50014  
Mailing Address (Street, P.O. Box, City, State, Zip Code)

Bradey Partyka (Same as above) 612-226-1518 bpartyka@iastate.edu  
Contact Person Address Phone # Email

Description of the road for which application is being made: N. 500th Avenue (R38) from Lincoln Way north to Cameron School Road.

Number of miles requested for litter removal 3.0 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, 2018 until December 31, 2018.

N. Bailey March 6, 2018  
Applicant Date

STORY COUNTY APPROVAL

Dan Moun 3-22-18  
County Engineer Date

[Signature] 3-27-18  
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 date does not work, an alternate date will be given to the Engineer's Office prior to the clean up.

Spring clean up date April 7, 2018 Fall clean up date \_\_\_\_\_

Prepared by Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201, 515-382-6566

## DISPATCHING SERVICES CONTRACT

THIS AGREEMENT is entered into this 13<sup>th</sup> day of February, 2018, by and between Story County, Iowa, and the City of Huxley, Iowa, and is duly authorized by Chapter 28E of the Code of Iowa.

The City of Huxley has no office wherein the police department may receive or dispatch telephone and radio messages on a 24 hour per day basis. Huxley agrees to the following terms with the Story County Sheriff's Office:

1. This contractual agreement shall commence on the first day of July, 2018 and shall continue for one (1) year ending on June 30, 2019. The per capita charge shall automatically increase by 4 percent or an amount equal to the U.S. Consumer Price Index for all Urban Consumers (CPI-U) for a 12 month period, to be reviewed each November and increased the lesser amount. The new rate will begin on the first day of each July.
2. Story County shall be reimbursed by Huxley for its dispatching services at a rate of \$5.87 per capita based on the 2010 census figure of 3,317 for Huxley and 827 for the City of Cambridge, combined population of 4,144, for an annual fee of \$24,325.28. This fee shall be paid in equal quarterly installments to the Story County Sheriff's Office on July 1, October 1, January 1 and April 1.
3. The Sheriff of Story County and his deputies or duly designated representatives agree to receive in the Sheriff's Office or county jail, such telephone calls, teletype messages and radio messages as are directed to the Police Department and the Fire Department of the Cities of Huxley and Cambridge and transmit the same to the officers of the respective departments.

The Sheriff of Story County and his deputies or duly designated representatives agree to receive or dispatch telephone, radio and teletype messages on a 24 hour per day basis in the Sheriff's Office or county jail as are directed to the Huxley and Cambridge Wastewater Treatment Plant and transmit same to said department.

The Sheriff's Office telephone number shall be included on the Automatic Dialing Alarm System for the Water Department and Wastewater Treatment Plant.

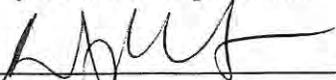
4. The Sheriff or Sheriff's Designee will provide the Huxley Police Department with copies of teletype messages of general and specific interest to all law enforcement officers and agencies in Story County.
5. The Sheriff or Sheriff's Designee will provide a printed daily report to the Huxley Police Chief or the Chief's Designee of all phone calls received in the Dispatch Center and other such calls for service and activities that are entered into the Computer Aided Dispatch System for the Huxley Police Department.
6. The Sheriff agrees to provide and allow the Huxley Police Chief or Chief's Designee computer terminal access to the records contained in the Computer Aided Dispatch System that pertain to the activities of the Huxley Police Department and its officers.
7. The Story County Sheriff shall keep in the Story County Jail, under his control and supervision, any and all prisoners who have been committed to its care by the Chief of Police of the City of Huxley or his duly authorized agents or police officers, for violation of the city ordinances of Huxley and Cambridge, Iowa, at no additional charge.
8. The Sheriff and his deputies or duly designated representatives shall take fingerprints and forward same of all persons arrested and brought into custody at the Story County Jail by members of the Huxley Police Department to the Iowa Division of Criminal Investigation and the Federal Bureau of Investigation as required by State and Federal law.
9. The Sheriff agrees to allow the Huxley Police Chief or the Chief's Designee access to the criminal history and jail record files of all prisoners brought into custody at the Story County Jail by members of the Huxley Police Department.
10. The City of Huxley agrees to pay all medical and doctor expenses for injuries to or sickness of their prisoners held on City of Huxley and City of Cambridge ordinance violations and all other extraordinary expenses related to those prisoners which may occur and which are not due to the negligence of Story County or its employees.
11. Story County will furnish and maintain the necessary radio equipment to provide the services named above (The City of Huxley will pay for their telephone service on the designated police department line installed in the Sheriff's telephone system.)
12. In accordance with Section 28E.7 of the Code of Iowa, this agreement shall not relieve any of the parties hereto of any obligation or responsibility imposed upon it or them by law, except that to the extent of actual and timely performance

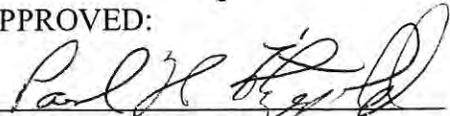
thereof by either of the contracting parties hereto, said performance may be offered in satisfaction of the obligation or responsibility.

- 13. No separate legal or administrative entity or organization shall be created by this agreement; no separate budget shall be established and no tangible property shall be acquired which would require disposition upon the termination of this agreement.
- 14. The duly elected Sheriff of Story County, Iowa, and the duly appointed City Administrator of Huxley, Iowa, shall be joint co-administrators of this agreement as provided by Section 28E.6(1) of the Code of Iowa.
- 15. As joint co-administrators the duly elected Sheriff of Story County, Iowa and the City Administrator, shall develop the necessary procedures to effectively administer this agreement including but not limited to addressing new situations not covered by this agreement and conflict resolution.
- 16. Story County shall file a copy of this agreement with the Secretary of State and the County Auditor of Story County, Iowa, and record a copy with the Story County Recorder pursuant to Section 28E.8 of the Code of Iowa. The city seal shall be affixed to the contract before returning to the county for filing.
- 17. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a minimum 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.
- 18. Any amendments or addendums to this Agreement shall be created and passed in the same manner and with reference made to this original document.
- 19. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either City or County as hereinafter provided. Modification to this Agreement may be made by mutual consent of both parties.

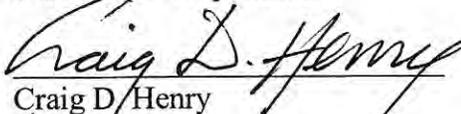
STORY COUNTY, IOWA, a political subdivision of the State of Iowa

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

ATTEST:   
\_\_\_\_\_  
Story County Auditor

APPROVED:  
  
\_\_\_\_\_  
Paul H. Fitzgerald  
Story County Sheriff

CITY OF HUXLEY, IOWA  
a municipal corporation

  
\_\_\_\_\_  
Craig D. Henry  
Mayor, City of Huxley

  
\_\_\_\_\_  
John Haldeman  
Huxley City Administrator



Prepared by Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201, 515-382-6566

## DISPATCHING SERVICES CONTRACT

THIS AGREEMENT is entered into this 27th day of March, 2018, by and between Story County, Iowa, and the City of Nevada, Iowa, and is duly authorized by Chapter 28E of the Code of Iowa.

The City of Nevada has no office wherein the police department may receive or dispatch telephone and radio messages on a 24 hour per day basis. Nevada agrees to the following terms with the Story County Sheriff's Office:

1. This contractual agreement shall commence on the first day of July, 2018 and shall continue for one (1) year ending on June 30, 2019. The per capita charge shall automatically increase by 4 percent or an amount equal to the U.S. Consumer Price Index for all Urban Consumers (CPI-U) for a 12 month period, to be reviewed each November and increased the lesser amount. The new rate will begin on the first day of each July.
2. Story County shall be reimbursed by Nevada for its dispatching services at a rate of \$5.87 per capita based on the 2010 census figure of 6,798; the annual fee is \$39,904.26. This fee shall be paid in equal quarterly installments to the Story County Sheriff's Office on July 1, October 1, January 1 and April 1.
3. The Sheriff of Story County and his deputies or duly designated representatives agree to receive in the Sheriff's Office or county jail, such telephone calls, teletype messages and radio messages as are directed to the Police Department and the Fire Department of the City of Nevada and transmit the same to the officers of the respective departments.

The Sheriff of Story County and his deputies or duly designated representatives agree to receive or dispatch telephone, radio and teletype messages on a 24 hour per day basis in the Sheriff's Office or county jail as are directed to the Nevada Wastewater Treatment Plant and transmit same to said department.

The Sheriff's Office telephone number shall be included on the Automatic Dialing Alarm System for the Water Department and Wastewater Treatment Plant.

4. The Sheriff or Sheriff's Designee will provide the Nevada Police Department with copies of teletype messages of general and specific interest to all law enforcement officers and agencies in Story County.
5. The Sheriff or Sheriff's Designee will provide a printed daily report to the Nevada Police Chief or the Chief's Designee of all phone calls received in the Dispatch Center and other such calls for service and activities that are entered into the Computer Aided Dispatch System for the Nevada Police Department.
6. The Sheriff agrees to provide and allow the Nevada Police Chief or Chief's Designee computer terminal access to the records contained in the Computer Aided Dispatch System that pertain to the activities of the Nevada Police Department and its officers.
7. The Story County Sheriff shall keep in the Story County Jail, under his control and supervision, any and all prisoners who have been committed to its care by the Chief of Police of the City of Nevada or his duly authorized agents or police officers, for violation of the city ordinances of Nevada, Iowa, at no additional charge.
8. The Sheriff and his deputies or duly designated representatives shall take fingerprints and forward same of all persons arrested and brought into custody at the Story County Jail by members of the Nevada Police Department to the Iowa Division of Criminal Investigation and the Federal Bureau of Investigation as required by State and Federal law.
9. The Sheriff agrees to allow the Nevada Police Chief or the Chief's Designee access to the criminal history and jail record files of all prisoners brought into custody at the Story County Jail by members of the Nevada Police Department.
10. The City of Nevada agrees to pay all medical and doctor expenses for injuries to or sickness of their prisoners held on City of Nevada ordinance violations and all other extraordinary expenses related to those prisoners which may occur and which are not due to the negligence of Story County or its employees.
11. Story County will furnish and maintain the necessary radio equipment to provide the services named above (The City of Nevada will pay for their telephone service on the designated police department line installed in the Sheriff's telephone system.)
12. In accordance with Section 28E.7 of the Code of Iowa, this agreement shall not relieve any of the parties hereto of any obligation or responsibility imposed upon it or them by law, except that to the extent of actual and timely performance thereof by either of the contracting parties hereto, said performance may be offered in satisfaction of the obligation or responsibility.
13. No separate legal or administrative entity or organization shall be created by this agreement; no separate budget shall be established and no tangible property shall

be acquired which would require disposition upon the termination of this agreement.

14. The duly elected Sheriff of Story County, Iowa, and the duly appointed City Administrator of Nevada, Iowa, shall be joint co-administrators of this agreement as provided by Section 28E.6(1) of the Code of Iowa.
15. As joint co-administrators the duly elected Sheriff of Story County, Iowa and the City Administrator, shall develop the necessary procedures to effectively administer this agreement including but not limited to addressing new situations not covered by this agreement and conflict resolution.
16. Story County shall file a copy of this agreement with the Secretary of State and the County Auditor of Story County, Iowa, and record a copy with the Story County Recorder pursuant to Section 28E.8 of the Code of Iowa. The city seal shall be affixed to the contract before returning to the county for filing.
17. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a minimum 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.
18. Any amendments or addendums to this Agreement shall be created and passed in the same manner and with reference made to this original document.
19. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either City or County as hereinafter provided. Modification to this Agreement may be made by mutual consent of both parties.

STORY COUNTY, IOWA, a political  
subdivision of the State of Iowa

  
Story County Board of Supervisors

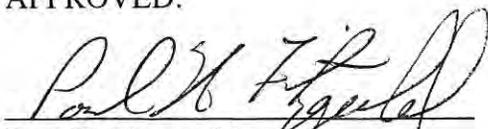
CITY OF NEVADA, IOWA  
a municipal corporation

  
Brett Barker  
Mayor, City of Nevada

ATTEST:   
Story County Auditor

  
Matthew Mardesen  
Nevada City Administrator

APPROVED:

  
Paul H. Fitzgerald  
Story County Sheriff

**RESOLUTION NO. 040 (2017/2018)**

**A RESOLUTION TO ENTER INTO A 28E AGREEMENT WITH STORY COUNTY  
FOR THE PROVISION OF DISPATCH AND JAIL SERVICES  
FOR FISCAL YEAR 2018/2019**

WHEREAS, the City of Nevada has no facilities to house and care for prisoners committed to jail for violation of City Ordinances, State or Federal Statutes; and

WHEREAS, the City has no office wherein the Police Department may receive or dispatch telephone and radio messages on a twenty-four hour per day basis; and

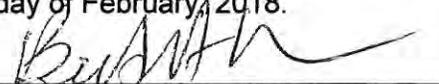
WHEREAS, the Story County Sheriff's Department has such facilities; and

WHEREAS, the Story County Sheriff's Department has submitted to the City of Nevada for its approval a proposed 28E Agreement concerning the matter, a copy of which is attached to the Resolution and marked Exhibit "A" and incorporated herein as if set out in full; and

WHEREAS, it is in the best interest of the City of Nevada and the citizens thereof to enter into the proposed 28E Agreement with the Story County Sheriff's Department.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, that the City of Nevada shall contract with the Story County Sheriff's Department for jail and dispatch services beginning July 1, 2018 and continuing through June 30, 2019 for the annual fee of \$39,904.26. The Mayor and City Administrator are hereby authorized to execute the agreement on behalf of the City.

PASSED AND APPROVED this 12<sup>th</sup> day of February, 2018.

  
Brett Barker, Mayor

ATTEST:

  
Kerin Wright, City Clerk

Moved by Council Member Jason Sampson, seconded by Council Member Jim Walker, that Resolution No. 040 (2017/2018) be adopted.

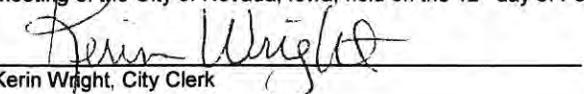
AYES: Sampson, Walker, Hanson, Mittman, Nealson, Spence

NAYS: None

ABSENT: None

The Mayor declared Resolution No. 040 (2017/2018) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 040 (2017/2018) at the regular Council Meeting of the City of Nevada, Iowa, held on the 12<sup>th</sup> day of February, 2018.

  
Kerin Wright, City Clerk

Prepared by Paul H. Fitzgerald, Story County Sheriff, 1315 S B Avenue, Nevada, Iowa 50201 PBX 515-382-6566

## **DISPATCHING SERVICES CONTRACT**

THIS AGREEMENT is entered into this 5<sup>th</sup> day of February, 2018, by and between Story County, Iowa, and the City of Story City, Iowa and is duly authorized by Chapter 28E of the Code of Iowa.

The City of Story City has no office wherein the police department may receive or dispatch telephone and radio messages on a 24 hour per day basis. Story City agrees to the following terms with the Story County Sheriff's Office:

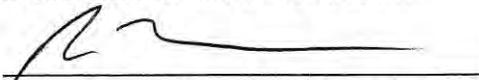
1. This contractual agreement shall commence on the first day of July, 2018 and shall continue for one (1) year ending on June 30, 2019. The per capita charge shall automatically increase by 4 percent or an amount equal to the U.S. Consumer Price Index for all Urban Consumers (CPI-U) for a 12 month period, to be reviewed each November, and increased the lesser amount. The new rate will begin on the first day of each July.
2. Story County shall be reimbursed by Story City for its dispatching services at a rate of \$5.87 per capita based on the 2010 census figure of 3,431; the annual fee is \$20,139.97. This fee shall be paid in equal quarterly installments to the Story County Sheriff's Office on July 1, October 1, January 1 and April 1.
3. The Sheriff of Story County and his deputies or duly designated representatives agree to receive in the Sheriff's Office or county jail, such telephone calls, teletype messages and radio messages as are directed to the Police Department and the Fire Department of the City of Story City and transmit the same to the officers of the respective departments.

The Sheriff of Story County and his deputies or duly designated representatives agree to receive or dispatch telephone, radio and teletype messages on a 24 hour per day basis in the Sheriff's Office or county jail as are directed to the Story City Wastewater Treatment Plant and transmit same to said department. The Sheriff's Office telephone number shall be included on the Automatic Dialing Alarm System for the Water Department and Wastewater Treatment Plant.

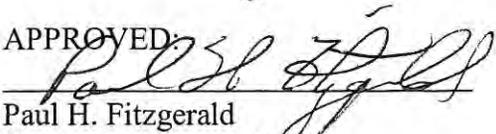
4. The Sheriff or Sheriff's Designee will provide the Story City Police Department with copies of teletype messages of general and specific interest to all law enforcement officers and agencies in Story County.
5. The Sheriff or Sheriff's Designee will provide a printed daily report to the Story City Police Chief or the Chief's Designee of all phone calls received in the Dispatch Center and other such calls for service and activities that are entered into the Computer Aided Dispatch System for the Story City Police Department.
6. The Sheriff agrees to provide and allow the Story City Police Chief or Chief's Designee computer terminal access to the records contained in the Computer Aided Dispatch System that pertain to the activities of the Story City Police Department and its officers.
7. The Story County Sheriff shall keep in the Story County Jail, under his control and supervision, any and all prisoners who have been committed to its care by the Chief of Police of the City of Story City or his duly authorized agents or police officers, for violation of the city ordinances of Story City, Iowa, at no additional charge.
8. The Sheriff and his deputies or duly designated representatives shall take fingerprints and forward same of all persons arrested and brought into custody at the Story County Jail by members of the Story City Police Department of Public Safety and the Federal Bureau of Investigation as required by State and Federal law.
9. The Sheriff agrees to allow the Story City Police Chief or the Chief's Designee access to the criminal history and jail record files of all prisoners brought into custody at the Story County Jail by members of the Story City Police Department.
10. The City of Story City agrees to pay all medical and doctor expenses for injuries to or sickness of their prisoners held on City of Story City ordinance violations and all other extraordinary expenses related to those prisoners which may occur and which are not due to the negligence of Story County or its employees.
11. Story County will furnish and maintain the necessary radio equipment to provide the services named above (The City of Story City will pay for their telephone service on the designated police department line installed in the Sheriff's telephone system.)
12. In accordance with Section 28E.7 of the Code of Iowa, this agreement shall not relieve any of the parties hereto of any obligation or responsibility imposed upon it or them by law, except that to the extent of actual and timely performance thereof by either of the contracting parties hereto, said performance may be offered in satisfaction of the obligation or responsibility.

13. No separate legal or administrative entity or organization shall be created by this agreement; no separate budget shall be established and no tangible property shall be acquired which would require disposition upon the termination of this agreement.
14. The duly elected Sheriff of Story County, Iowa, and the duly appointed City Administrator of Story City, Iowa, shall be joint co-administrators of this agreement as provided by Section 28E.6(1) of the Code of Iowa.
15. As joint co-administrators the duly elected Sheriff of Story County, Iowa, and the City Administrator, shall develop the necessary procedures to effectively administer this agreement including but not limited to addressing new situations not covered by this agreement and conflict resolution.
16. Story County shall file a copy of this agreement with the Secretary of State and the County Auditor of Story County, Iowa and record a copy with the Story County Recorder pursuant to Section 28E.8 of the Code of Iowa. The city seal shall be affixed to the contract before returning to the county for filing.
17. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a minimum 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.
18. Any amendments or addendums to this agreement shall be created and passed in the same manner and with reference made to this original document.
19. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either City or County as hereinafter provided. Modification to this Agreement may be made by mutual consent of both parties.

STORY COUNTY, IOWA, a political  
subdivision of the State of Iowa

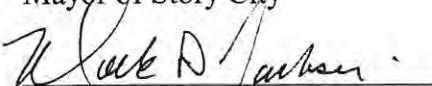
  
\_\_\_\_\_  
Story County Board of Supervisors

ATTEST:   
\_\_\_\_\_  
Story County Auditor

APPROVED:   
\_\_\_\_\_  
Paul H. Fitzgerald  
Story County Sheriff

CITY OF Story City, IOWA  
a municipal corporation

  
\_\_\_\_\_  
Michael Jensen  
Mayor of Story City

  
\_\_\_\_\_  
Mark Jackson  
Story City Administrator

Prepared By: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515-382-6566

### **LAW ENFORCEMENT SERVICES CONTRACT**

On this 27<sup>th</sup> day of March, 2018, the City of Collins and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Collins, Iowa, with law enforcement services. These services will include but not be limited to:
  - A. Radar operations to control speed.
  - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
  - C. Housing inmates who have been incarcerated under a city ordinance.
  - D. Service of abatement notices on request.
  - E. Periodically checking commercial buildings for unlocked doors and trespassers.
  - F. Investigation of traffic accidents and complaints.
  - G. Dispatch of city fire departments and first responders.
  - H. Staffing a 24 hour E911 dispatch center.
  - I. Providing a detective division to investigate crimes and conduct on-going investigations.
  - J. Investigation of drug-related offenses.
  - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
  - L. Routine patrols and special patrols upon request.
  - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.
  
2. In consideration for the law enforcement services above described, the City of Collins, Iowa will pay a per capita rate of \$59.42 (based on the 2010 census of 495) to Story County, Iowa, which amounts to the annual sum of \$29,412.90. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. Any per capita increase in contract cost for the following year shall be negotiated by December for the next fiscal year. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

AGREEMENT

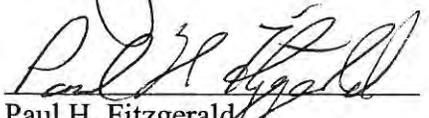
Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either City or County as hereinafter provided. Modification to this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Collins, the City Clerk of Collins, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. City shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this Agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

STORY COUNTY, IOWA

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

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

  
\_\_\_\_\_  
Paul H. Fitzgerald  
Story County Sheriff

CITY OF COLLINS, IOWA

  
\_\_\_\_\_  
Brett Comegys, Mayor  
City of Collins, Iowa

  
\_\_\_\_\_  
City Clerk for Collins, Iowa

Prepared by: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515-382-6566

**LAW ENFORCEMENT SERVICES CONTRACT**

On this 7<sup>th</sup> day of February, 2018, the City of Colo and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Colo, Iowa, with law enforcement services. These services will include but not be limited to:
  - A. Radar operations to control speed.
  - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
  - C. Housing inmates who have been incarcerated under a city ordinance.
  - D. Service of abatement notices on request.
  - E. Periodically checking commercial buildings for unlocked doors and trespassers.
  - F. Investigation of traffic accidents and complaints.
  - G. Dispatch of city fire departments and first responders.
  - H. Staffing a 24 hour E911 dispatch center.
  - I. Providing a detective division to investigate crimes and conduct on-going investigations.
  - J. Investigation of drug-related offenses.
  - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
  - L. Routine patrols and special patrols upon request.
  - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.
  
2. In consideration for the law enforcement services above described, the City of Colo, Iowa will pay a per capita rate of \$59.42 (based on the 2010 census of 876) to Story County, Iowa, which amounts to the annual sum of \$52,051.92. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. Any per capita increase in contract cost for the following year shall be negotiated by December for the next fiscal year. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

AGREEMENT

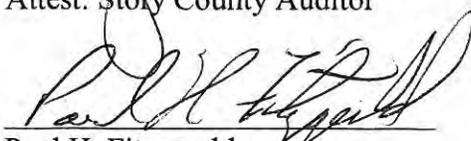
Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Colo, the City Clerk of Colo, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

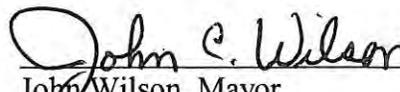
STORY COUNTY, IOWA

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

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

  
\_\_\_\_\_  
Paul H. Fitzgerald  
Story County Sheriff

CITY OF COLO, IOWA

  
\_\_\_\_\_  
John Wilson, Mayor  
City of Colo, Iowa

  
\_\_\_\_\_  
City Clerk for Colo, Iowa

## Resolution 2018-02-03

Prepared by: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515-382-6566

### LAW ENFORCEMENT SERVICES CONTRACT

On this 12<sup>th</sup> day of February, 2018, the City of Gilbert and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Gilbert, Iowa, with law enforcement services. These services will include but not be limited to:
  - A. Radar operations to control speed.
  - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
  - C. Housing inmates who have been incarcerated under a city ordinance.
  - D. Service of abatement notices on request.
  - E. Periodically checking commercial buildings for unlocked doors and trespassers.
  - F. Investigation of traffic accidents and complaints.
  - G. Dispatch of city fire departments and first responders.
  - H. Staffing a 24 hour E911 dispatch center.
  - I. Providing a detective division to investigate crimes and conduct on-going investigations.
  - J. Investigation of drug-related offenses.
  - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
  - L. Routine patrols and special patrols upon request.
  - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.
  
2. In consideration for the law enforcement services above described, the City of Gilbert, Iowa will pay a per capita rate of \$59.42 (based on the 2010 census of 1,082) to Story County, Iowa, which amounts to the annual sum of \$64,294.44. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. Any per capita increase in contract cost for the following year shall be negotiated by December for the next fiscal year. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

AGREEMENT

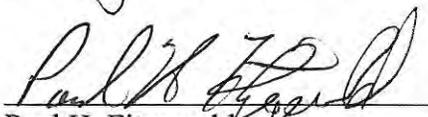
Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Gilbert, the City Clerk of Gilbert, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

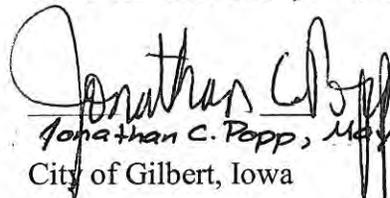
STORY COUNTY, IOWA

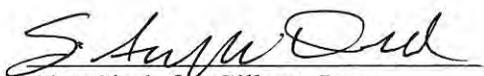
  
\_\_\_\_\_  
Story County Board of Supervisors

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

  
\_\_\_\_\_  
Paul H. Fitzgerald  
Story County Sheriff

CITY OF GILBERT, IOWA

  
\_\_\_\_\_  
Jonathan C. Popp, Mayor  
City of Gilbert, Iowa

  
\_\_\_\_\_  
City Clerk for Gilbert, Iowa

Prepared by: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515-382-6566

**LAW ENFORCEMENT SERVICES CONTRACT**

On this 13<sup>th</sup> day of February, 2018, the City of Kelley and Story County, Iowa, enter into the following agreement:

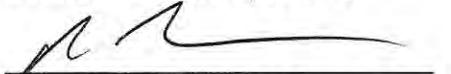
1. The Story County Sheriff's Office will provide the City of Kelley, Iowa, with law enforcement services. These services will include but not be limited to:
  - A. Radar operations to control speed.
  - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
  - C. Housing inmates who have been incarcerated under a city ordinance.
  - D. Service of abatement notices on request.
  - E. Periodically checking commercial buildings for unlocked doors and trespassers.
  - F. Investigation of traffic accidents and complaints.
  - G. Dispatch of city fire departments and first responders.
  - H. Staffing a 24 hour E911 dispatch center.
  - I. Providing a detective division to investigate crimes and conduct on-going investigations.
  - J. Investigation of drug-related offenses.
  - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
  - L. Routine patrols and special patrols upon request.
  - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.
  
2. In consideration for the law enforcement services above described, the City of Kelley, Iowa will pay a per capita rate of \$59.42 (based on the 2010 census of 309) to Story County, Iowa, which amounts to the annual sum of \$18,360.78. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. Any per capita increase in contract cost for the following year shall be negotiated by December for the next fiscal year. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

AGREEMENT

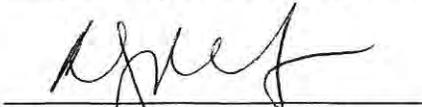
Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Kelley, the City Clerk of Kelley, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

STORY COUNTY, IOWA



Story County Board of Supervisors

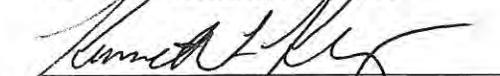


Attest: Story County Auditor



Paul H. Fitzgerald  
Story County Sheriff

CITY OF KELLEY, IOWA



Kenneth L. Kling, Mayor  
City of Kelley, Iowa



City Clerk for Kelley, Iowa

Prepared by: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515-382-6566

**LAW ENFORCEMENT SERVICES CONTRACT**

On this 12<sup>th</sup> day of February, 2018, the City of Maxwell and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Maxwell, Iowa, with law enforcement services. These services will include but not be limited to:
  - A. Radar operations to control speed.
  - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
  - C. Housing inmates who have been incarcerated under a city ordinance.
  - D. Service of abatement notices on request.
  - E. Periodically checking commercial buildings for unlocked doors and trespassers.
  - F. Investigation of traffic accidents and complaints.
  - G. Dispatch of city fire departments and first responders.
  - H. Staffing a 24 hour E911 dispatch center.
  - I. Providing a detective division to investigate crimes and conduct on-going investigations.
  - J. Investigation of drug-related offenses.
  - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
  - L. Routine patrols and special patrols upon request.
  - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.
  
2. In consideration for the law enforcement services above described, the City of Maxwell, Iowa will pay a per capita rate of \$59.42 (based on the 2010 census of 920) to Story County, Iowa, which amounts to the annual sum of \$54,666.40. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. Any per capita increase in contract cost for the following year shall be negotiated by December for the next fiscal year. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

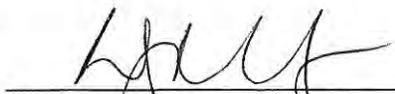
AGREEMENT

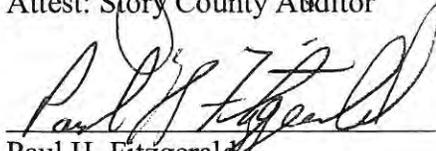
Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Maxwell, the City Clerk of Maxwell, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

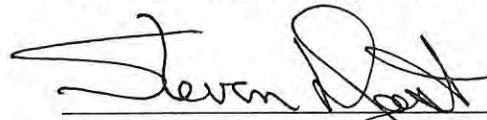
STORY COUNTY, IOWA

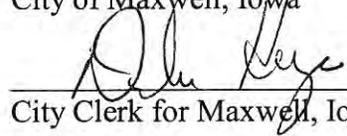
  
\_\_\_\_\_  
Story County Board of Supervisors

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

  
\_\_\_\_\_  
Paul H. Fitzgerald  
Story County Sheriff

CITY OF MAXWELL, IOWA

  
\_\_\_\_\_  
Steve Gast, Mayor  
City of Maxwell, Iowa

  
\_\_\_\_\_  
City Clerk for Maxwell, Iowa

Prepared by Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201, 515-382-6566

### **LAW ENFORCEMENT SERVICES CONTRACT**

On this 12 day of February, 2018, the City of McCallsburg and Story County, Iowa, enter into the following agreement:

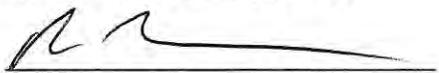
1. The Story County Sheriff's Office will provide the City of McCallsburg, Iowa, with law enforcement services. These services will include but not be limited to:
  - A. Radar operations to control speed.
  - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
  - C. Housing inmates who have been incarcerated under a city ordinance.
  - D. Service of abatement notices on request.
  - E. Periodically checking commercial buildings for unlocked doors and trespassers.
  - F. Investigation of traffic accidents and complaints.
  - G. Dispatch of city fire departments and first responders.
  - H. Staffing a 24 hour E911 dispatch center.
  - I. Providing a detective division to investigate crimes and conduct on-going investigations.
  - J. Investigation of drug-related offenses.
  - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
  - L. Routine patrols and special patrols upon request.
  - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.
  
2. In consideration for the law enforcement services above described, the City of McCallsburg, Iowa will pay a per capita rate of \$59.42 (based on the 2010 census of 333) to Story County, Iowa, which amounts to the annual sum of \$19,786.86. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. Any per capita increase in contract cost for the following year shall be negotiated by December for the next fiscal year. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

AGREEMENT

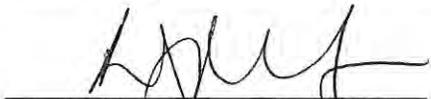
Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of McCallsburg, the City Clerk of McCallsburg, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

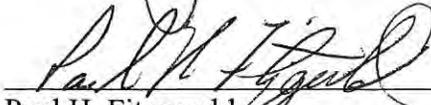
STORY COUNTY, IOWA



Story County Board of Supervisors



Attest: Story County Auditor

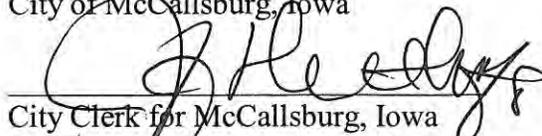


Paul H. Fitzgerald  
Story County Sheriff

CITY OF MCCALLSBURG, IOWA



Mayor Chris Erickson  
City of McCallsburg, Iowa



City Clerk for McCallsburg, Iowa

Prepared by: Paul H. Fitzgerald. Story County Sheriff, Nevada, Iowa 50201 515-382-6566

### **LAW ENFORCEMENT SERVICES CONTRACT**

On this 21 day of February, 2018, the City of Roland and Story County, Iowa, enter into the following agreement:

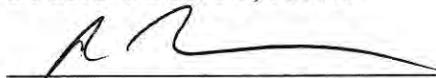
1. The Story County Sheriff's Office will provide the City of Roland, Iowa, with law enforcement services. These services will include but not be limited to:
  - A. Radar operations to control speed.
  - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
  - C. Housing inmates who have been incarcerated under a city ordinance.
  - D. Service of abatement notices on request.
  - E. Periodically checking commercial buildings for unlocked doors and trespassers.
  - F. Investigation of traffic accidents and complaints.
  - G. Dispatch of city fire departments and first responders.
  - H. Staffing a 24 hour E911 dispatch center.
  - I. Providing a detective division to investigate crimes and conduct on-going investigations.
  - J. Investigation of drug-related offenses.
  - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
  - L. Routine patrols and special patrols upon request.
  - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.
  
2. In consideration for the law enforcement services above described, the City of Roland, Iowa will pay a per capita rate of \$59.42 (based on the 2010 census figures of 1,284) to Story County, Iowa, which amounts to the annual sum of \$76,295.28. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. Any per capita increase in contract cost for the following year shall be negotiated by December for the next fiscal year. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

AGREEMENT

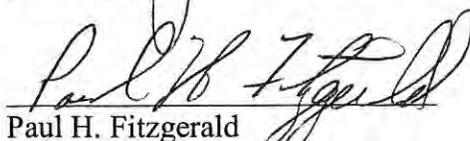
Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Roland, the City Clerk of Roland, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

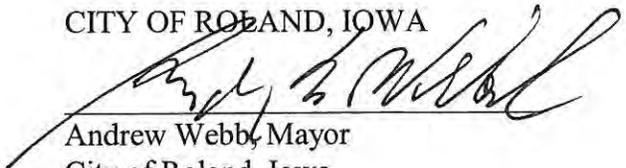
STORY COUNTY, IOWA

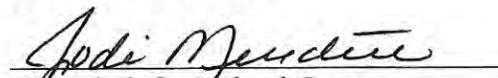
  
Story County Board of Supervisors

  
Attest: Story County Auditor

  
Paul H. Fitzgerald  
Story County Sheriff

CITY OF ROLAND, IOWA

  
Andrew Webb, Mayor  
City of Roland, Iowa

  
Jodi Mendenhall  
City Clerk for Roland, Iowa

Prepared by: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515-382-6566

**LAW ENFORCEMENT SERVICES CONTRACT**

On this 12<sup>th</sup> day of February, 2018, the City of Slater and Story County, Iowa, enter into the following agreement:

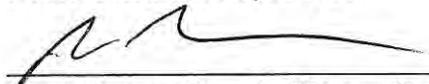
1. The Story County Sheriff's Office will provide the City of Slater, Iowa, with law enforcement services. These services will include but not be limited to:
  - A. Radar operations to control speed.
  - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
  - C. Housing inmates who have been incarcerated under a city ordinance.
  - D. Service of abatement notices on request.
  - E. Periodically checking commercial buildings for unlocked doors and trespassers.
  - F. Investigation of traffic accidents and complaints.
  - G. Dispatch of city fire departments and first responders.
  - H. Staffing a 24 hour E911 dispatch center.
  - I. Providing a detective division to investigate crimes and conduct on-going investigations.
  - J. Investigation of drug-related offenses.
  - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
  - L. Routine patrols and special patrols upon request.
  - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires, and maintenance, uniforms and all other personal equipment.
  
2. In consideration for the law enforcement services above described, the City of Slater, Iowa will pay a per capita rate of \$59.42 (based on the 2010 census of 1,489) to Story County, Iowa, which amounts to the annual sum of \$88,476.38. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. Any per capita increase in contract cost for the following year shall be negotiated by December for the next fiscal year. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

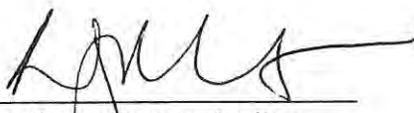
AGREEMENT

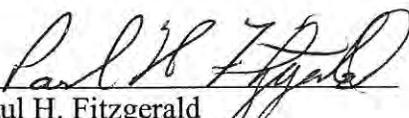
Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this Agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Slater, the City Clerk of Slater, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

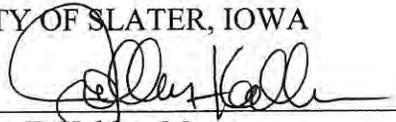
STORY COUNTY, IOWA

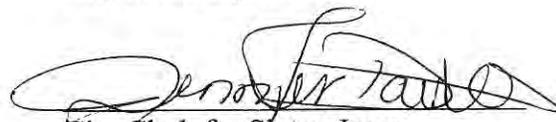
  
\_\_\_\_\_  
Story County Board of Supervisors

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

  
\_\_\_\_\_  
Paul H. Fitzgerald  
Story County Sheriff

CITY OF SLATER, IOWA

  
\_\_\_\_\_  
John F. Kahler, Mayor  
City of Slater, Iowa

  
\_\_\_\_\_  
City Clerk for Slater, Iowa

Prepared by: Paul H. Fitzgerald, Story County Sheriff, Nevada, Iowa 50201 515-382-6566

## LAW ENFORCEMENT SERVICES CONTRACT

On this 14 day of February, 2018, the City of Zearing and Story County, Iowa, enter into the following agreement:

1. The Story County Sheriff's Office will provide the City of Zearing, Iowa, with law enforcement services. These services will include but not be limited to:
  - A. Radar operations to control speed.
  - B. Issuing violations under city ordinances (excluding animal control ordinances) upon request.
  - C. Housing inmates who have been incarcerated under a city ordinance.
  - D. Service of abatement notices on request.
  - E. Periodically checking commercial buildings for unlocked doors and trespassers.
  - F. Investigation of traffic accidents and complaints.
  - G. Dispatch of city fire departments and first responders.
  - H. Staffing a 24 hour E911 dispatch center.
  - I. Providing a detective division to investigate crimes and conduct on-going investigations.
  - J. Investigation of drug-related offenses.
  - K. Supplying schools or community clubs with officers and materials for special programs and talks upon request.
  - L. Routine patrols and special patrols upon request.
  - M. Supply fully equipped patrol cars with radio, lights, siren and all related equipment, gasoline and oil, tires and maintenance, uniforms and all other personal equipment.
  
2. In consideration for the law enforcement services above described, the City of Zearing, Iowa will pay a per capita rate of \$59.42 (based on the 2010 census of 554) to Story County, Iowa, which amounts to the annual sum of \$32,918.68. This shall be paid in equal quarterly installments to the Story County Sheriff on July 1, October 1, January 1 and April 1. Any per capita increase in contract cost for the following year shall be negotiated by December for the next fiscal year. For the purposes of this contract, fiscal year shall be from July 1, through June 30, of the following year.

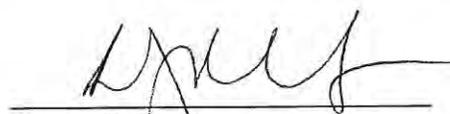
AGREEMENT

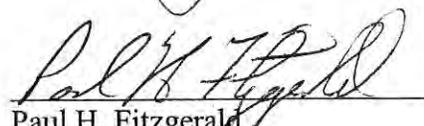
Page 2

3. The Sheriff shall be the administrator of this Agreement. Law Enforcement policy, regulations and matters pertaining to the employment of the Sheriff's personnel shall be determined solely by the Sheriff. The time, place and manner in which these services are implemented shall be in the sole discretion of the Sheriff. The Mayor, Mayor Pro Tem and the City Administrator shall be authorized to make requests to the Sheriff for performance of specific law enforcement services as specified in this Agreement.
4. The initial term of the Agreement shall be automatically extended for successive one-year periods upon the same terms and conditions provided by this Agreement for the initial term, unless this Agreement is terminated or modified by the express election of either city or county as hereinafter provided. Modification of this contract may be made by mutual consent of both parties.
5. In accordance with Chapter 28E, Code of Iowa, a copy of this agreement shall be filed with the Secretary of State and recorded with the Story County Recorder. Signatures will include the Mayor of Zearing, the City Clerk of Zearing, the Chairperson of the Story County Board of Supervisors, the Story County Auditor and the Story County Sheriff. The city seal shall be affixed to the contract before returning to the county for filing.
6. The city shall fund the consideration for this Agreement from general revenues under the City's annual general budget. There shall be no joint property acquired pursuant to this agreement.
7. This contract may be terminated by either party. Termination is effective at the end of the current quarterly billing cycle and must be preceded with a 30 day written notice to either party. Notice shall be accomplished by certified mail or personal service.

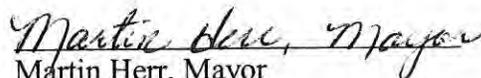
STORY COUNTY, IOWA

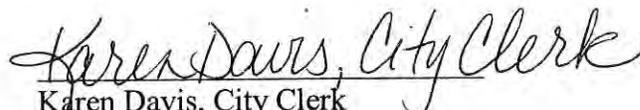
  
\_\_\_\_\_  
Story County Board of Supervisors

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

  
\_\_\_\_\_  
Paul H. Fitzgerald  
Story County Sheriff

CITY OF ZEARING, IOWA

  
\_\_\_\_\_  
Martin Herr, Mayor  
City of Zearing, Iowa

  
\_\_\_\_\_  
Karen Davis, City Clerk  
City of Zearing, Iowa

**STORY COUNTY, IOWA**  
**RESOLUTION OF THE BOARD OF SUPERVISORS**  
**RESOLUTION 18-93**  
Appointment of Deputy Auditor

**WHEREAS**, the Story County Auditor was duly elected on November 8, 2016 and sworn in to office on January 3, 2017; and

**WHEREAS**, per §331.903(1) of the *Code of Iowa*, each officer may appoint one or more deputies, assistants, or clerks for whose acts the principal officer is responsible...and approval of each appointment shall be adopted by a resolution recorded in the minutes of the board;

**NOW, THEREFORE, BE IT RESOLVED** by the Story County Board of Supervisors that the following appointment by the Auditor is approved:

Rhonda S. Sykes                      Deputy Auditor

Motion by: Olson, Seconded by: Chitty

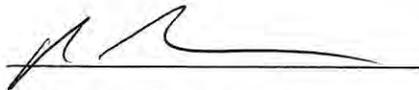
Voting Aye: Olson, Chitty, Sanders

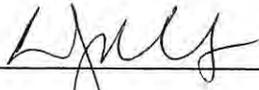
Voting Nay: None

Abstaining: None

Absent: None

Approved this 27<sup>th</sup> day of March, 2018

  
Rick Sanders, Chair, Board of Supervisors

Attest:   
Lucy Martin County Auditor

## STORY COUNTY UTILITY PERMIT

Date 3/22/18

To the Board of Supervisors, Story County, Iowa:

The MCC IOWA, LLC Company, incorporated under the laws of Iowa, with its principal place of business at 2205 INGERSOLL AVE, DES MOINES, IA 50312, 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 0.750" coaxial cable on secondary route State Ave, from 2418 State Ave to 2216 State Ave, a distance of 0.263 (1390 LF) 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 03-16-2018

MCC IOWA, LLC (MEDIACOM)

Name of Company (Applicant - Permittee)

Paul May Paul May 515-246-1890  
by Phone no.

Recommended for Approval:

Date 3-19-18

Caren Moran 515-382-7355  
County Engineer Phone no.

Approved:

Date 3-27-18

[Signature]  
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.



NOTE: ORIGINAL LINES 1.5" PVC CONDUIT WITH A 5' NEW GALVANIZED CABLE FROM AN EXISTING MEDIACOM FIBER/TEL ON THE EAST SIDE OF STATE AVE NORTH APPROXIMATELY 150' TO AN EXISTING MEDIACOM FIBER/TEL POLE. THE PURPOSE FOR THIS INSTALLATION IS TO REPLACE A DAMAGED CABLE.

1.5" PVC CONDUIT WITH A 5' NEW GALVANIZED CABLE FROM AN EXISTING MEDIACOM FIBER/TEL ON THE EAST SIDE OF STATE AVE NORTH APPROXIMATELY 150' TO AN EXISTING MEDIACOM FIBER/TEL POLE. THE PURPOSE FOR THIS INSTALLATION IS TO REPLACE A DAMAGED CABLE.

PROJECT NO. 1500	DATE 03/15/2018	DESIGNED BY: J.BARTSCHER	NO.	DATE	BY	REVISION DESCRIPTION
PROJECT NAME: 2410 STATE AVE	PROJECT DATE: APRIL 2018	DRAWN BY: J.BARTSCHER				
CAD DATE: 03/15/2018						
MEDIACOM UTILITY PERMIT IOWA DOT - DISTRICT 1 AMES, IOWA - STORY COUNTY			LOCATION PLAN STORY COUNTY UTILITY PERMIT			
<b>CONSTRUCTION DATA LOG</b> UTILITIES CONSTRUCTION CONTRACTOR						
SHEET NO. 1						

1-09

Permit Number 18-069

STORY COUNTY UTILITY PERMIT

Date 3/22/18

To the Board of Supervisors, Story County, Iowa:

The Interstate Power & Light Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at .1284 XE Place, Ames, IA 50014, 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 Natural Gas on secondary route W Riverside Rd, from 532 W Riverside Rd to n/a, a distance of n/a 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:  
Abandon existing gas service to 532 W Riverside at driveway. Will excavate gas main in ROW to cut and cap service. Installing new 1" service 50' west of driveway to same address. Dig up plastic gas main to install new 55psig plastic gas service tee and bore in new service south. Restoration of ROW once complete. Will have flaggers for traffic control
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 3-20-18

Tom Sailer - Sr. Manager of Customer Operations  
Interstate Power & Light Company  
Name of Company (Applicant - Permittee)

Tom Sailer 319-551-8505  
by Phone no.

Recommended for Approval:

Date 3-21-18

Randy Munn 515-382-7355  
County Engineer Phone no.

Approved:

Date 3-27-18

[Signature]  
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.



## STORY COUNTY UTILITY PERMIT

Date 3/22/18

To the Board of Supervisors, Story County, Iowa:

The Midland Power Cooperative Company, incorporated under the laws of Iowa, with its principal place of business at 1005 E Lincoln Way, Jefferson, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Electric on secondary route 14047 690<sup>th</sup> Ave from ROW to ROW, a distance of 10 Feet miles.

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

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:
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 3-22-2018

Midland Power Coop  
Name of Company (Applicant - Permittee)

Chad Reichelt 515-370-1485  
by Phone no.

Recommended for Approval:

Date 3-22-18

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

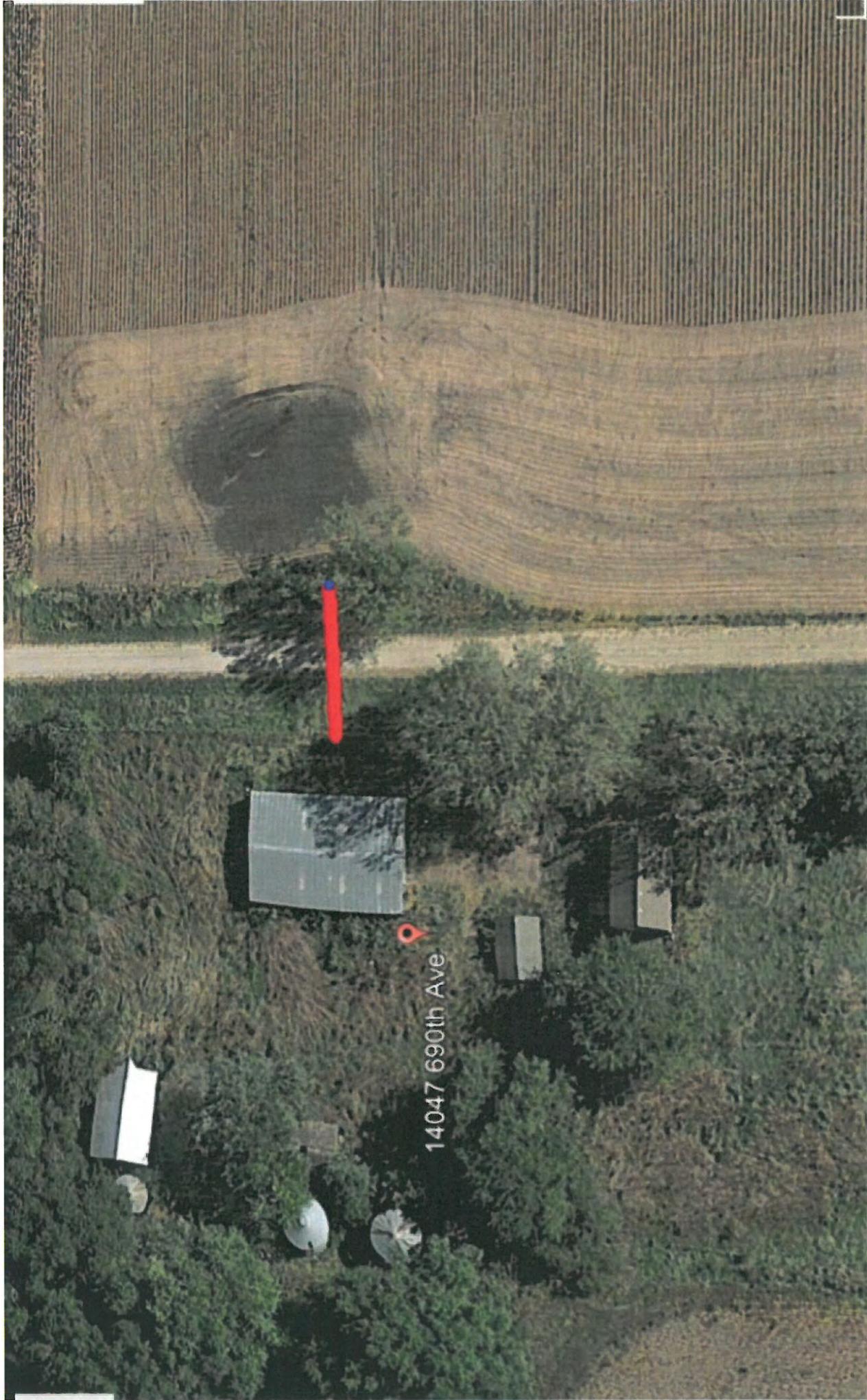
Approved:

Date 3-27-18

[Signature]  
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.





14047 690th Ave

Consideration of Limited Agenda on Tuesday, May 15<sup>th</sup>, 2018

**APPROVED**      **DENIED**  
Board Member Initials: AS  
Meeting Date: 3-27-18  
Follow-up action: minutes, personnel  
action forms, and claims

# Electronic Engineering

Connections you can count on.™

Electronic Engineering  
 2220 E. Lincoln Way  
 Ames, IA 50010  
 Phone: 515-232-5385  
 Toll Free: 800-343-7718

## QUOTE

225000341

**Prepared For:** Bacon Funeral Home  
 Attn: Accounts Payable  
 1418 Fawcett Pkwy  
 Nevada, IA 50201  
 Robert Bacon  
 515-382-2661

### Your Account Representative

Name: AMS House Acct  
 Phone: 515-232-5385  
 Fax: 515-232-5540  
 Cell:

Quantity	Product/Service Name	Unit Price	UOM	Extended
1	EMS VEHICLE		EA	\$0.00
12	EMS Products-Inst/Rmvl-Ins-Hourly Installation of lights into 2017 Toyota Sienna, IPX Grill LEDs with white light override, Amber/White viper and Red/White Viper in the front windshield, Side window lights, Sound off directional in the rear window, Sound off directional controller, switches.	75.00	EA	900.00
1	Misc Shop supply charge	19.95	EA	19.95
1	IPX6/RED/WHT/C-LENS/OFF-AXIS	145.95	EA	145.95
1	IPX6/WHT/AMB/C-LENS/OFF-AXIS	145.95	EA	145.95
1	IPX/VX GRILLE MNT,CV	30.00	EA	30.00
1	MOUNT/PUSHBUMP/VIPREXT/IMPAXX PAIR	30.00	EA	30.00
1	VIPER S2 DUAL SYNC AW/AW	330.00	EA	330.00
1	VIPER S2 DUAL SYNC RW/RW	330.00	EA	330.00
1	Wiring package Wire, connectors, switches need for installation.	200.00	EA	200.00

APPROVED      DENIED

**Board Member Initials:** RS

**Meeting Date:** 3-27-18

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

\_\_\_\_\_

\_\_\_\_\_

# Electronic Engineering

Connections you can count on.™

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 2220 E. Lincoln Way  
 Ames, IA 50010  
 Phone: 515-232-5385  
 Toll Free: 800-343-7718

## QUOTE 225000341

**Prepared For:** Bacon Funeral Home  
 Attn: Accounts Payable  
 1418 Fawcett Pkwy  
 Nevada, IA 50201  
 Robert Bacon  
 515-382-2661

### Your Account Representative

Name: AMS House Acct  
 Phone: 515-232-5385  
 Fax: 515-232-5540  
 Cell:

Quantity	Product/Service Name	Unit Price	UOM	Extended
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Remark

<b>Total Quote Tangibles :</b>	\$1,211.90
<b>Total Quote Services :</b>	\$919.95
<b>Total Quote Charges :</b>	\$0.00
<b>Tax:</b>	\$149.24
<b>Total Quote :</b>	\$2,281.09

Prices quoted are F.O.B. factory. Quotation good for 30 days.  
 Delivery: Receipt of goods should arrive from the factory in approximately  
 60 Business Days from receipt of order.

<p><b>Quotation Prepared By:</b></p> <p>Name: _____</p> <p>Date: 03/21/2018</p>	<p><b>Accepted By:</b></p> <p>Name: _____</p> <p>Date: _____</p>
---------------------------------------------------------------------------------	------------------------------------------------------------------



**First Class Signs**

720 E. Lincoln Way Ames, IA 50010  
515-232-4738 ph

720 E Lincoln Way  
Ames, IA 50010

Phone # 515-232-4738  
Fax # 515-232-2202

Scott@firstclasssigns.net

INVOICE

Date	Invoice #
3/21/2018	12451

Bill To
Rasmusson - Bacon Funeral Home 1418 Fawcett Parkway Nevada, IA 50201

Ship To

P.O. Number	Terms	Rep	Ship	Via	F.O.B.	Project
			3/21/2018			

Quantity	Item Code	Description	Price Each	Amount
1	magnetic signs	Story County Medical Examiner Magnets Sales Tax Exempt	40.00 0.00%	40.00T 0.00
			<b>Total</b>	<b>\$40.00</b>

3/27/18

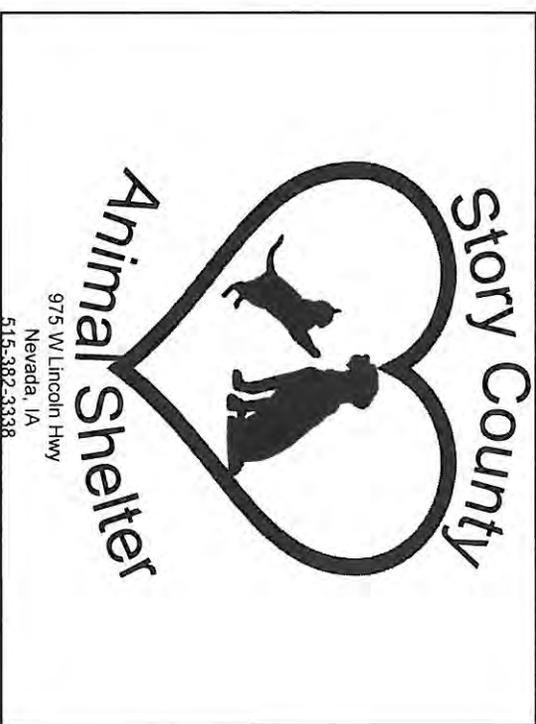
Board of Supervisors

This is a request to discuss using the County Emblem for an upcoming fundraiser we will be involved in. Della Vita wine house in Ames is wanting to do an event for the shelter, and one of the things they would like to do is to sell T-shirts with a saying on the front such as, "All I want to do is love my dog and drink wine". On the back they would like to use a logo of some kind to put with theirs, showing support of this event. I would like to know what is possible as far as doing this, or other options I would have. Thank You! Sue

~~APPROVED~~

DENIED

Board Member Initials: DS  
Meeting Date: 3-27-18  
Follow-up action: #4 Animal Control  
log



DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

Prepared by Emily Zandt, Story County Planning & Development Department, 900 6<sup>th</sup> St., Nevada, Iowa 50201 515-382-7248

Please return to:  
Planning & Development

**STORY COUNTY IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION NUMBER 18-90**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to subdivide real estate under the ownership of Darlene L. Kalsem Revocable Trust, 111 Lynwood Drive, Huxley, Iowa. The proposed Agricultural Subdivision is located in Section 33 of Union Township, west of 585<sup>th</sup> Avenue and ¼ mile north of 340<sup>th</sup> Street, Cambridge and identified as parcel #14-33-300-210, containing approximately 33.69-net acres hereinafter described on Attachment A and shown on Attachment B, and

WHEREAS, Darlene L Kalsem Revocable Trust is the legal titleholder of said platted real estate, and

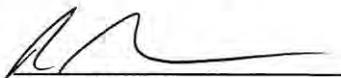
WHEREAS, it appears that all conditions and requirements prescribed by Chapter 354 and Chapter 355, Code of Iowa, and as prescribed by the *Story County C2C Plan* and the *Code of Ordinances, of Story County, Iowa*, have been complied with and met, and

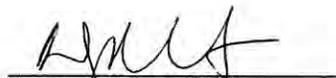
WHEREAS, it is the opinion of the Board of Supervisors of Story County, Iowa, that it is advisable and in the best interests of Story County, Iowa, and all persons concerned, that said Plat be approved, and accepted.

NOW, THEREFORE, BE IT RESOLVED that the plat of the Kalsem Family Subdivision, First Addition involving real estate hereinafter described on Attachment A and shown on Attachment B being the same, is hereby approved and accepted and all acts and deeds of the said owners and grantors in the premises are hereby confirmed and approved and the real estate hereinafter described on Attachment A shall hereinafter be known as Kalsem Family Subdivision, First Addition.

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 #18-90 to be affixed to said Final Plat upon its approval by the Board of Supervisors.

Dated this 27<sup>th</sup> day of March, 2018.

  
\_\_\_\_\_  
Board of Supervisors  
Story County, Iowa

  
\_\_\_\_\_  
County Auditor  
Story County, Iowa

Moved by: Chitty

Seconded by: Olson

Voting Aye: Chitty, Olson, Sanders

Voting Nay: None

Absent: None

**ATTACHMENT A**

**LEGAL DESCRIPTION:**

Commencing at the Center of said Section 33; thence South 00°53'47" West, 659.85 feet along the east line of said Southwest Quarter to the Southeast Corner of said Parcel B and the point of beginning; thence continuing South 00°53'47" West, 664.64 feet to the Southeast Corner of said Northeast Quarter of the Southwest Quarter; thence North 89°58'46" West, 1320.93 feet to the Southwest Corner thereof; thence North 01°06' 13" East, 1,326.66 feet to the Northwest Corner thereof; thence South 89°53'18" East, 996.12 feet along the north line thereof to the North-west Corner of said Parcel B; thence following the westerly and southerly lines thereof South 00°53'47" West, 526.16 feet; thence South 52°25'07" East, 162.97 feet; thence South 79°31'20" East, 191.93 feet to the point of beginning.

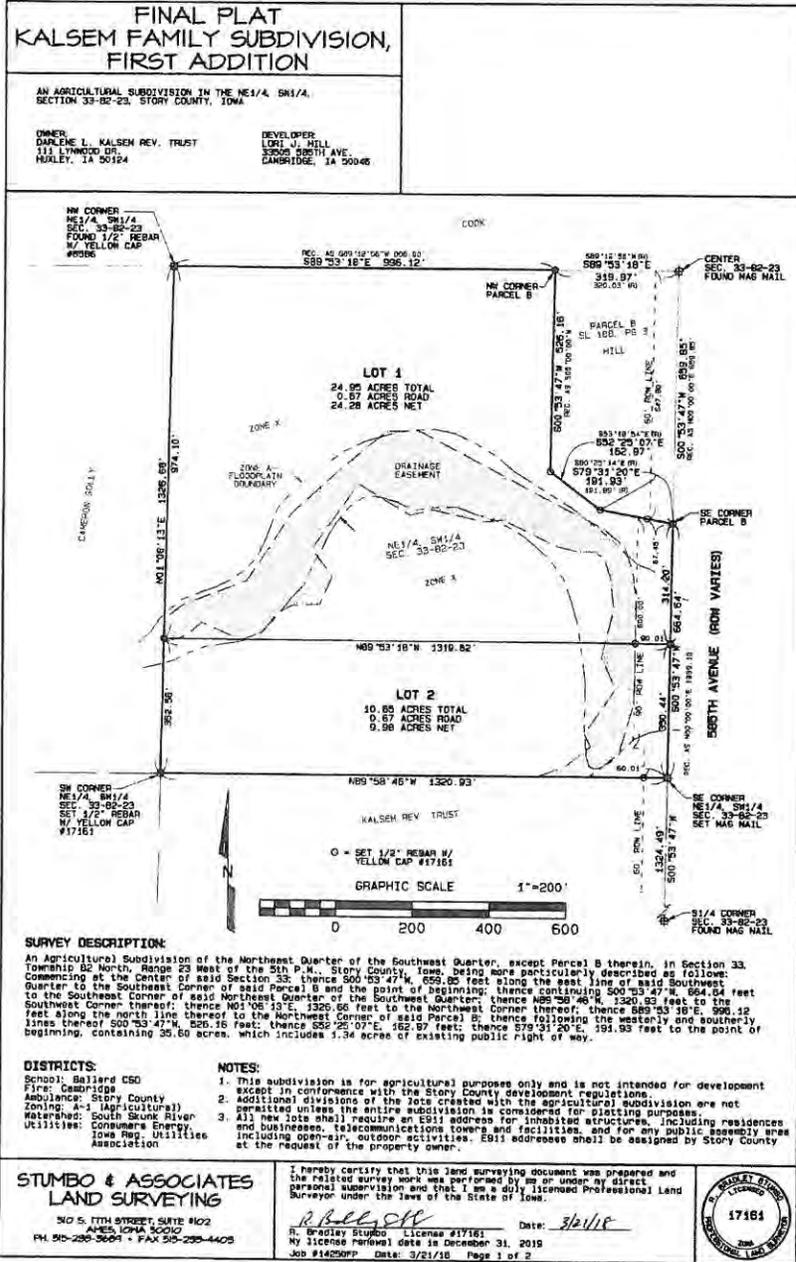
**PROPERTY LOCATION**

Section 33, Township 82, Range 23

**PARCEL IDENTIFICATION NUMBER**

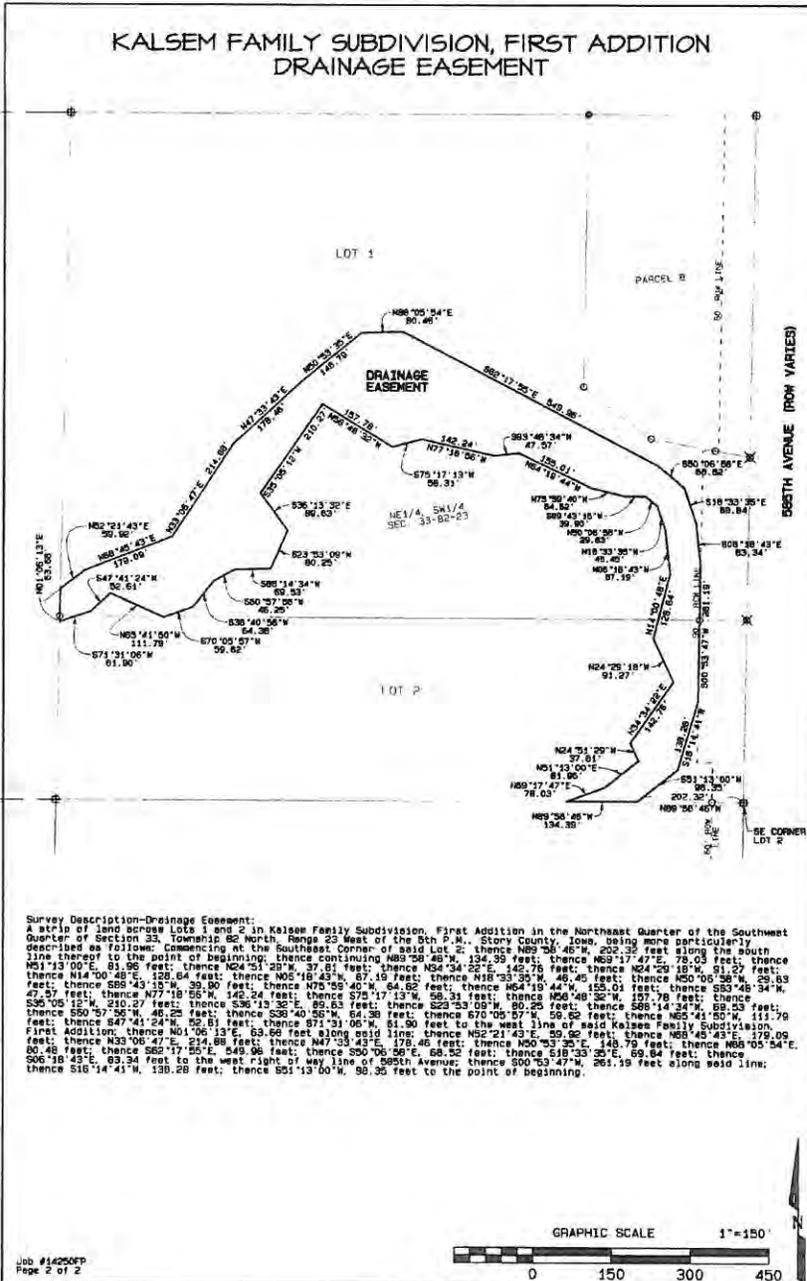
14-33-300-210

## ATTACHMENT B



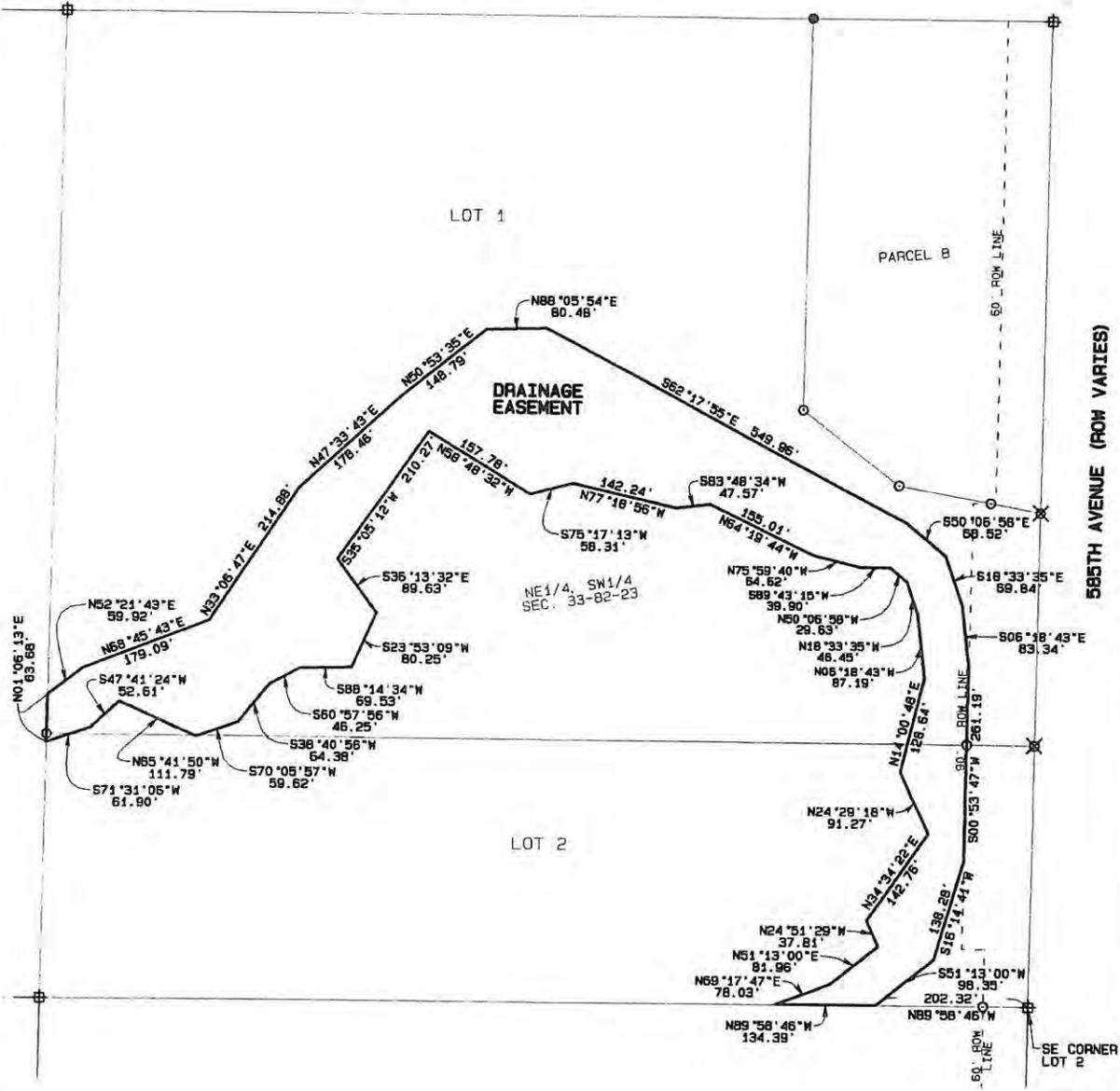
**ATTACHMENT B CONT.**

**KALSEM FAMILY SUBDIVISION, FIRST ADDITION  
DRAINAGE EASEMENT**





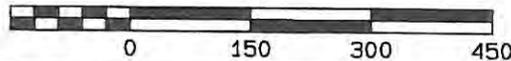
# KALSEM FAMILY SUBDIVISION, FIRST ADDITION DRAINAGE EASEMENT



**Survey Description-Drainage Easement:**

A strip of land across Lots 1 and 2 in Kalsem Family Subdivision, First Addition in the Northeast Quarter of the Southwest Quarter of Section 33, Township 82 North, Range 23 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Commencing at the Southeast Corner of said Lot 2; thence N89°58'46"W, 134.39 feet; thence N69°17'47"E, 78.03 feet; thence N51°13'00"E, 81.96 feet; thence N24°51'29"W, 37.81 feet; thence N34°34'22"E, 142.76 feet; thence N24°29'18"W, 91.27 feet; thence N14°00'48"E, 128.64 feet; thence N06°18'43"W, 87.19 feet; thence N18°33'35"W, 46.45 feet; thence N50°06'58"W, 29.63 feet; thence S89°43'15"W, 39.90 feet; thence N75°59'40"W, 64.62 feet; thence N64°19'44"W, 155.01 feet; thence S83°48'34"W, 47.57 feet; thence N77°18'56"W, 142.24 feet; thence S75°17'13"W, 58.31 feet; thence N58°48'32"W, 157.78 feet; thence S35°05'12"W, 210.27 feet; thence S36°13'32"E, 89.63 feet; thence S23°53'09"W, 80.25 feet; thence S88°14'34"W, 69.53 feet; thence S50°57'56"W, 46.25 feet; thence S38°40'55"W, 64.38 feet; thence S70°05'57"W, 59.62 feet; thence N65°41'50"W, 111.79 feet; thence S47°41'24"W, 52.61 feet; thence S71°31'06"W, 61.90 feet to the west line of said Kalsem Family Subdivision, First Addition; thence N01°06'13"E, 83.68 feet along said line; thence N52°21'43"E, 59.92 feet; thence N68°45'43"E, 179.09 feet; thence N33°06'47"E, 214.88 feet; thence N47°33'43"E, 178.46 feet; thence N50°53'35"E, 148.79 feet; thence N88°05'54"E, 80.48 feet; thence S62°17'55"E, 549.96 feet; thence S50°06'58"E, 68.52 feet; thence S18°33'35"E, 69.84 feet; thence S06°18'43"E, 83.34 feet to the west right of way line of 585th Avenue; thence S00°53'47"W, 261.19 feet along said line; thence S16°14'41"W, 138.28 feet; thence S51°13'00"W, 98.35 feet to the point of beginning.

GRAPHIC SCALE 1"=150'



# Staff Report

## Board of Supervisors

**Date of Meeting:**  
March 27, 2018

Case Number SUB02-18  
Agricultural Subdivision  
Kalsem Family Subdivision, First Addition  
Resolution No. 18-90

**APPLICANT:** Lori J. Hill  
33505 585<sup>th</sup> Avenue  
Cambridge, IA 50124

**STAFF PROJECT MANAGER:**  
Emily Zandt, Planner

**SUMMARY:** Agricultural Subdivision request for Parcel #14-33-300-210 planned to be divided into proposed Lot 1, 24.28-net acres, and proposed Lot 2, 9.98-net acres. All land within the subdivision will remain in agricultural production. Planning and Development staff recommend approval of the proposed Agricultural Subdivision Plat.





## **Background**

### **Property Owner**

Darlene L. Kalsem Revocable Trust

### **Parcel Identification Number(s)**

14-33-300-210

### **Size of Area**

33.69 Net Acres

### **Current Zoning**

A-1 Agricultural District

### **C2C Future Land Use Map Designation**

Agriculture Conservation Area and Natural Resource Area

### **Description of Proposed Subdivision**

The application is to consider a request for an Agricultural Subdivision of the 33.69-net acre parcel. The property owner would like to convey 24.28 net acres (proposed Lot 1) to one family member, and the 9.98 net acres (proposed Lot 2) to another family member. Both proposed Lot 1 and Lot 2 are currently in row crop production, and are anticipated to remain in agricultural row crops in the near future. There is approximately 7.5 acres of FEMA designated floodplain that surrounds the creek and drainage way that extends through the property. This area is designated as Natural Resource Area in the Cornerstone to Capstone (C2C) Comprehensive plan Future Land Use Map.

### **Applicant's Property and Current Surrounding Land Use**

The property is located in Union Township. It is approximately 1.3 miles southeast of the City of Huxley, and 1.4 miles south of the City of Cambridge. Adjacent properties include several large agricultural parcels and three parcels with dwellings and accessory structures. There are thirty-four (34) parcels located within a half mile of the property. Nine (9) of these parcels contain single-family dwellings. There are also thirteen (13) parcels within half a mile of the property without dwellings that meet or exceed the minimum 35-acre requirement and would be candidates to obtain zoning permits from Story County for the construction of a single-family dwelling. Approximately 7.5 acres along the creek that runs across central area of the subject property are located within FEMA designated floodplain. No development is proposed for this property at this time.

### **Adjacent properties to applicant's property**

**North** – a 37.81-net acre parcel in agricultural row crops

**Northeast** – a 3.62-net acre parcel in that contains a single-family dwelling, accessory structures, and agricultural row crops;

**East** – a 26.76-net acre parcel containing a farmstead and land in agricultural row crop production; an 11.29-net acre residential parcel with dwelling built in 1997 and accessory structure constructed in 2000

**South** – 36.44-net acre parcel in agricultural row crops and designated Natural Resource Area



**West** – a 40.00-net acre parcel in agricultural row crops and designated Natural Resource Area and floodplain

**History of Applicant's Property**

In 1999, 1.01 gross acres (Parcel A) was divided from the northeast corner of the original quarter quarter through a Plat of Survey. In 2003, Parcel A was enlarged to 4.52 gross acres through a Plat of Survey, creating Parcel B and the existing subject property. Existing Parcel B contains a single-family dwelling and an accessory structure constructed in 1999.

**Cities within Two Miles**

City of Huxley  
City of Cambridge

**Utility Providers**

Consumers Energy – Electric  
Iowa Regional Utilities Association – Water

**Districts**

Ballard School District  
Story County Ambulance  
Cambridge Fire Department  
South Skunk River Watershed District

**Applicable Regulations – Story County Land Development Regulations**

**87.07 AGRICULTURAL SUBDIVISION PLAT**

1. A subdivision may be submitted for review and approval as an agricultural subdivision plat when all of the following are true:
  - a. The lots created by the subdivision are intended to be used for agricultural purposes;
  - b. The subdivision contains no new development lots;
  - c. The subdivision includes no land set apart for new streets, alleys, parks, dedicated open space, school property or public use; and
  - d. The subdivision lies wholly within the A-1 or A-2 Districts. (Ordinance No. 184)
  - e. No Residential or Minor subdivisions have been approved for the tract(s) being divided after December 31, 2003. (Ordinance No. 160)

**Commentary**

The following comments are part of the official record of the proposed Agricultural Subdivision Plat – **Kalsem Family Subdivision, First Addition, Case No. SUB02-18**. If necessary, conditions of approval may be formulated based off these comments.

**Comments from the Interagency Review Team**

The application materials were forwarded to the members of the Interagency Review Team and the following comments were received.

**Story County Auditor's Office**



1. There is a Kalsem Agricultural Subdivision in Palestine Township but we advised the attorney working on this subdivision that we would accept the proposed name for this subdivision.

#### Story County Floodplain Manager

1. The plat notes the floodplain as Zone X - it's actually Zone A. The mapped floodplain is "Zone A" on the flood insurance study as such, detailed elevations are not available. It will be the responsibility of the property owner, if development as defined below is requested, to identify the following per County regulations. *Addressed.*
2. 80.13 GF – GENERAL FLOODPLAIN DISTRICT. 1. Statement of Intent. The GF General Floodplain reflects those areas that would be inundated during a 1% annual chance or greater flood, but for which specific flood elevations and Floodway and Floodway Fringe limits have not been established. It is the intent of the GF General Floodplain to impose the development standards of the Floodway and Floodway Fringe after a determination is made to identify the Floodway and Floodway Fringe areas on an individual project basis. 2. Applicant's Burden to Define Floodway and Floodway Fringe Boundary. Where 1% annual chance or greater flood data has not been provided in the Flood Insurance Study, the burden to demonstrate the boundary of the Floodway and Floodway Fringe rests on the applicant. Any development triggers a floodplain development application and compliance with Story County's adopted floodplain management regulations. Development is defined as: Any man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials. Story County's preference would be that all areas of the mapped floodplain on the property be placed in an outlot, which is demonstrated on the proposed plat. We would also prefer deed restrictions prohibiting any further development as defined above. At this time, our adopted regulations, however, do not dictate such; it is only a recommended course of action. *Noted.*

#### Story County Planning & Development Department

1. The 90' ROW line notation should say 60' ROW for the area on the south portion of Lot 2 and going to the south. *Addressed.*
2. Please indicate the utility districts (Consumers Energy, Iowa Regional Utilities Association) and watershed district (South Skunk River) on the plat. *Complete.*
3. Please add the following note to the Plat: "All new lots shall require a 911 address for inhabited structures, including residences and businesses, telecommunications towers and facilities, and for any public assembly area including open-air, outdoor activities. 911 addresses shall be assigned by Story County at the request of the property owner." *Complete.*
4. Are any restrictive covenants proposed for the subdivision? *No*



### **Comments from the General Public**

Notification letters were mailed to surrounding property owners within ¼ mile of the subject property regarding the public meeting on the subdivision request on March 21, 2018. No written or verbal comments were received from the general public at the time this staff report was completed.

### **Analysis**

Points to consider in evaluating the applicant's request to divide their property through the Agricultural Subdivision Plat process to create two (2) outlots for agricultural use.

1. The primary goal of the subdivision is to divide the agricultural property for family members.
2. The subdivision meets all requirements and standards for an Agricultural Subdivision. Lots 1 and 2 will continue to be used for agricultural purposes only and is not for future development.
3. Additional divisions of the lots created with the agricultural subdivision are not permitted unless the entire subdivision is considered for platting purposes.

### **Alternatives**

Story County Planning & Development Staff recommend the approval of the Kalsem Family Subdivision, First Addition as proposed (alternative #1).

1. **The Story County Board of Supervisors approves Resolution #18-90, the Agricultural Subdivision Plat – Kalsem Family Subdivision, First Addition as put forth in SUB02-18.**
2. The Story County Board of Supervisors approves Resolution #18-90, the Agricultural Subdivision Plat – Kalsem Family Subdivision, First Addition, with conditions, as put forth in SUB12-18.
3. The Story County Board of Supervisors denies Resolution #18-90, the Agricultural Subdivision Plat – Kalsem Family Subdivision, First Addition, as put forth in SUB02-18.
4. The Story County Board of Supervisors tables the decision on Resolution #18-90, the Agricultural Subdivision Plat – Kalsem Family Subdivision, First Addition, as put forth in SUB02-18, and directs the applicant to address specific areas for additional information, review and/or modifications, and to work with staff to place the subdivision plat back on Board of Supervisor's agenda.



March 6, 2018

Patrick Shehan  
Story County Conservation Board  
56461 180<sup>th</sup> Street  
Ames, IA 50010

RE: HEART OF IOWA NATURE TRAIL PAVING IMPROVEMENTS  
STORY COUNTY, IOWA

Dear Pat:

Per our discussion on January 4, 2018, Snyder & Associates, Inc. proposes the following services toward improvements of the Heart of Iowa Nature Trail. Two tasks are envisioned:

- Task 1: Planning phase of overall improvement needs for the trail
- Task 2: Design services for the first paving project from Slater to Huxley.

***Task 1: Heart of Iowa Nature Trail Improvement Master Plan***

Snyder & Associates, Inc. will prepare a bound report with maps, photos, tables and text detailing all of the improvement needs throughout the Heart of Iowa Nature Trail corridor through Story County.

Sections will include:

- Drainage improvements and culvert conditions
- Intersection safety and condition reports
- Cost estimates
- Implementation plan

**Not to Exceed Fee.....\$ 10,000**

***Task 2: Heart of Iowa Nature Trail Paving Phase I – Slater to Huxley***

Please see the attached draft scope of design services for this project.

**Not to Exceed Fee.....\$ 36,500**

Please review the scope and attached information and let me know if you have any desired scope changes and advise which services you would like included in an agreement of services.

Patrick Shehan  
Story County Conservation Board  
March 6, 2018  
Page 2 of 2

We greatly appreciate the opportunity to be of additional service to Story County Conservation.

Sincerely,

SNYDER & ASSOCIATES, INC.



Richard M. Voelker, P.E.  
Project Manager

RMV/kdd

---

**NOW ON THIS** \_\_\_\_ day of \_\_\_\_\_, 2018, **Snyder & Associates, Inc.**,  
2727 SW Snyder Boulevard., Ankeny, IA 50023 (hereinafter, Professional), and  
Story County Conservation, 56461 180th Street, Ames, IA 50010  
(hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: Heart of Iowa Nature Trail – Phase I Paving, Slater to Huxley, and Trail Improvement Master Plan
2. **SCOPE AND FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.
4. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware. Withholdings, deductions or offsets shall not be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
5. **INVOICE, PAYMENT, INTEREST, SUSPENSION:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension. Payments will be credited first to interest, then to expenses, then to principal.
6. **RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Professional.
8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, electronic and hard copy files, field data, notes and other documents and instruments prepared by Professional for the Project are acknowledged to be instruments of service and shall remain the property of the Professional. The Professional shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. If Professional agrees to allow transfer of its electronic media file(s), Client understands and agrees that as a condition precedent, it will sign the Professional's "Electronic Media Transfer Agreement" form prior to the transfer of an electronic media file.

### ADDITIONAL TERMS AND CONDITIONS

9. **MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
10. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.
11. **LIMITATION:** In allocating the risks of this Project and notwithstanding any other provision of this Agreement, the Client agrees to limit, to the maximum extent permitted by law, the Professional's liability for the Client's damages to the available limits of the Professional's applicable insurance coverage. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
12. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction.
13. **TERMINATION:** The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Professional not less than fifteen (15) calendar days' written notice. Either party may terminate this Agreement for cause upon giving the other party not less than fifteen (15) calendar days' written notice for any of the following reasons:
  - 13.1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
  - 13.2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
  - 13.3. Suspension of the Project or the Professional's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
  - 13.4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.
  - 13.5. In the event of termination of this Agreement by either party, the Client shall within thirty (30) calendar days of termination pay the Professional for all compliant services rendered and all reimbursable costs incurred by the Professional up to the date of termination, in accordance with the payment provisions of this Agreement.
14. **INDEPENDENT CONTRACTOR STATUS:** Professional agrees that the relationship between Professional and the Client is that of an independent contractor for employment tax purposes. The Professional shall be solely responsible for all taxes relating to payments under this Agreement including those of employees.
15. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
16. **SURVIVAL:** Notwithstanding completion or termination of this Agreement for any reason, all rights duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
17. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

18. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:

**Exhibit A Scope of Services**

**Exhibit B Fee Schedule**

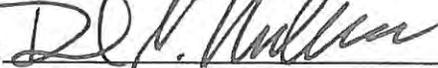
**Exhibit C Insurance**

**Exhibit**

\_\_\_\_\_  
(Client)

**SNYDER & ASSOCIATES, INC. (Professional)**

By:   
\_\_\_\_\_  
(Authorized agent)  
*Rick Sanders, B.O.S. Chair*  
\_\_\_\_\_  
(Printed or typed signature)

By:   
\_\_\_\_\_  
(Authorized agent)  
*David N. Moeller*  
\_\_\_\_\_  
(Printed or typed signature)

Route executed copy to:

**EXHIBIT A****HEART OF IOWA NATURE TRAIL  
PHASE 1 PAVING – SLATER TO HUXLEY  
MASTER PLAN****SCOPE OF SERVICES:****I. PROJECT DESCRIPTION**

The Consultant shall provide Professional Services as required to complete the preparation and assembly of the PROJECT as described as follows:

The Heart of Iowa Trail Extension Project from the intersection of 1<sup>st</sup> Avenue North and Greene Street in Slater to the intersection of 535<sup>th</sup> Avenue and County Road E63 which is an approximate distance of 3.3 miles. In general, 3 miles will be along an existing aggregate trail system and 0.3 miles will be along new alignment within established right-of-way. Scope of services include project administration, topographic survey, preliminary design, final design, preparation of construction plans, and bidding assistance. It is the Consultant's understanding that this project will be designed and let as one project with one set of Construction Documents, the project will be locally let, and Iowa SUDAS will be used for design guidance and construction specifications.

**II. SCOPE OF SERVICES****A. BASIC PROFESSIONAL SERVICES****1. Project Administration**

- a. Monthly progress reports and invoicing to the Client.
- b. Project coordination with the Client, County, and utility companies. Two (2) meetings are assumed.
- c. Project design review and coordinate with the Client. Two (2) meetings are assumed.
- d. Heart of Iowa Nature Trail Improvement Master Plan
  - i. Snyder & Associates, Inc. will prepare a bound report with maps, photos, tables and text detailing all of the improvement needs throughout the Heart of Iowa Nature Trail corridor through Story County.

Sections will include:

1. Drainage improvements and culvert conditions
2. Intersection safety and condition reports
3. Cost estimates
4. Implementation plan

## 2. Topographic Survey

- ii. The Consultant shall provide topographic survey within the project area described above as follows:
- iii. Horizontal Datum and Vertical Datum of mutual agreement with the Client.
- iv. Set a minimum of one permanent benchmark on site with description and elevation to the nearest 0.01 foot. Larger sites will require benchmarks at intervals not to exceed 1000 feet horizontal or 25 feet vertical.
- v. Spot elevations displayed to the nearest 0.01 feet to be included for shots. An approximate 50 grid will be used along the existing trail alignment surveying the centerline and edge of trail. Along undeveloped areas within the project limits additional survey will include grade breaks such as tops, toes, drainage ways, tops and bottoms of retaining walls, visible improvements such as structures, parking, signs, sidewalks and other visible features above grade will be shown. Below grade non-visible structures or improvements will be shown from information as provided by site owner and would be approximate. Below grade non-visible structures may require further investigation if potentially in conflict with proposed site improvements. Existing building structures shown are not intended for architectural design or civil site plan design. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees.
- vi. Location of trees 6 inches caliper and greater not lying within wooded area will be noted as deciduous or coniferous. Location of trees 6 inches caliper or larger will be surveyed.
- vii. Consultant shall provide known existing utility information based on record information, surface evidence, as-built drawings and utility company field locates. This service includes: contacting Iowa One Call, following Chapter 480 of the Iowa Code to locate existing public utilities on the site, performing a field survey locating visible utilities and the location of below grade utility locates by Iowa One Call. Private utility locates are not included with this service and, if known, will be shown as map location. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees. This service of utilities shown in conjunction with ASCE Standard CI/ASCE 38-02 constitutes a Quality Level "C" Subsurface Utility Engineering.

## 3. Preliminary Design

Consultant shall perform preliminary design work necessary to define the project scope and order of magnitude construction costs. Preliminary design and plan production to include; title sheet, general project notes, typical sections, trail plan and profile, general grading limits, drainage review, and other pertinent information to show overall scope

and limits of the project. Within developed trail areas the Consultant to use Lidar to review drainage.

Consultant shall submit a preliminary plan set and opinion of probable construction costs to the Client for review and comment.

#### 4. Final Design

When preliminary plans are reviewed and upon notice from the Client to proceed on Final Design the Consultant shall prepare final design details and construction plans for the project. Final design and plan production to include; detailed project notes, project staging information, estimated construction quantities, estimate reference information, plan profile sheets showing horizontal and vertical components, construction limits, ditch grading, and trail culvert information, trail ramp details, road crossing details, survey control information, alignment data, existing utility locations, utility adjustments, storm water pollution prevention plan (SWPPP), and cross sections at 50' intervals within undeveloped trail locations and 100' intervals within developed trail locations. Iowa SUDAS will be used at the general specifications and the Consultant to prepare the "front end" documents and supplemental specifications, if needed. Consultant to prepare Notice of Intent for the NPDES Permit application. Client to pay for all applicable permit fees.

Consultant shall submit a Check Plan set and opinion of probable construction costs to the Client for review and comment.

Consultant shall submit a Bid Document set and opinion of probable construction costs to the Client.

The Consultant shall prepare a statement of the total probable cost for the project based upon the design developed for both plan submittals. Statements of probable construction costs prepared by the Consultant represent the best judgment as a design professional familiar with the construction industry. It is recognized, however, that the Consultant has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions.

Accordingly, the Consultant does not guarantee that any actual cost will not vary from any cost estimate prepared by the Consultant.

#### 5. Bid Letting and Plan Distribution

This scope of services includes one project bid letting and one set of Construction Documents that will be bid locally.

Upon receipt of the Client authorizing the bidding of the project, the Consultant shall; supply the Client will all applicable documentation to let the project, assist the Client in soliciting of bids by distributing the bid documents to interested contractors and plan rooms and document plan holders, prepare and facilitate electronic plan distribution via Quest Construction Data Network, send Notice of Bidders to Construction Update Network through Master Builders of Iowa and to the Client for posting on their website, assist the Client in clarification of the project design and issue addenda as required, attend the bid letting, tabulate bids, and make a recommendation to Client regarding award to the project.

#### 6. Changes in the Scope of Services

The Client may request Extra Services for the Consultant not included in the Scope of Services as outlined, Extra Services may include, but not be limited to, expanding of the scope of the project and work to be completed, requesting the development of various documents; traffic related studies; aesthetic design; submittal/application/permit fees; cultural, biological, or NEPA studies or documentation; wetland delineation, permitting, and mitigation; hydraulic studies, boundary survey, easement and property acquisition assistance, construction services, alternative analysis, structural design, and requesting additional work items that increases the Professional Services and corresponding costs. Extra Services shall be performed as requested in writing by the Client on an hourly basis in accordance with the current fiscal year Snyder & Associates, Inc. Standard Fee Schedule in affect at the time of actual performance. All services quoted on a lump sum basis shall be valid for one year from the contract date.

### III. PROJECT SCHEDULE

The Project, from authorization of this Agreement through the final design, shall be performed by the Consultant in accordance with a schedule mutually developed by the Client and the Consultant.

### IV. COMPENSATION AND TERMS OF PAYMENT

The Client shall pay the Consultant in accordance with the terms and conditions of this Agreement. The total Project fee is broken down as described below.

The Professional Services fee shall be on the basis of hourly rates and expenses as outlined in the Consultant's Standard Fee Schedule. Total fees of services shall not exceed the following without approval of the Client.

Project Administration	\$4,500
Master Plan	\$10,000
Topographic Survey	\$6,500
Preliminary Design	\$13,500
Final Design	\$9,000
<u>Bid Letting and Plan Distribution</u>	<u>\$3,000</u>
Total Basic Professional Services Fees.....	\$46,500

**SNYDER & ASSOCIATES, INC.**  
**2018-19**  
**STANDARD FEE SCHEDULE**

Billing Classification/Level	Billing Rate
<b>Professional</b>	
<i>Engineer, Landscape Architect, Land Surveyor, Legal, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer</i>	
Principal II	\$202.00 /hour
Principal I	\$191.00 /hour
Senior	\$171.00 /hour
VIII	\$158.00 /hour
VII	\$150.00 /hour
VI	\$144.00 /hour
V	\$134.00 /hour
IV	\$124.00 /hour
III	\$113.00 /hour
II	\$103.00 /hour
I	\$90.00 /hour
<b>Technical</b>	
<i>Technicians--CADD, Survey, Construction Observation</i>	
Lead	\$121.00 /hour
Senior	\$116.00 /hour
VIII	\$108.00 /hour
VII	\$100.00 /hour
VI	\$89.00 /hour
V	\$80.00 /hour
IV	\$74.00 /hour
III	\$62.00 /hour
II	\$54.00 /hour
I	\$47.00 /hour
<b>Administrative</b>	
II	\$62.00 /hour
I	\$50.00 /hour
<b>Reimbursables</b>	
Mileage	<i>current IRS standard rate</i>
Outside Services	<i>As Invoiced</i>

EXHIBIT C  
SNYDER & ASSOCIATES, INC.  
SHUCK-BRITSON, INC.  
SNYDER & ASSOCIATES ENGINEERS & PLANNERS, INC.  
INSURANCE

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1. **INSURANCE.** The Professional will endeavor to obtain and maintain the following insurance policies with coverage and limits as indicated for the period of design and construction of the Project and for a period of three (3) years following substantial completion, if such coverage is reasonably available at commercially affordable premiums. Professional will provide certificates of insurance showing the following coverage:
  - 1.1. **Commercial General Liability Policy** with limits of \$1,000,000.00 each occurrence and \$2,000,000.00 general aggregate per project. This policy shall be written or endorsed to include the following provisions:
    - 1.1.1. Client and Owner shall be named as additional insureds with 30 day notice of cancellation.
    - 1.1.2. Products/Completed Operations
    - 1.1.3. Personal and Advertising Injury
    - 1.1.4. Damage to Rented Premises
    - 1.1.5. Waiver of Subrogation
  - 1.2. **Commercial Automobile Liability Policy** with limits of \$1,000,000.00 each accident, combined single limits. This policy shall be written or endorsed to include the following:
    - 1.2.1. Client and Owner shall be named as additional insureds with 30 day notice of cancellation.
    - 1.2.2. Any Auto; Hired Autos; and, Non-owned Autos.
  - 1.3. **Umbrella Liability Policy** with limits of \$5,000,000.00 each occurrence and \$5,000,000.00 aggregate with \$10,000.00 retention.
  - 1.4. **Professional Liability Policy** with limits of \$2,000,000.00 per claim and \$4,000,000.00 aggregate.
    - 1.4.1. Client and Owner to be given 30 day notice of cancellation.
  - 1.5. **Workers Compensation Policy** as required by statute, including Employers' Liability, with limits of:
    - 1.5.1. \$1,000,000.00 each accident
    - 1.5.2. \$1,000,000.00 Disease - each employee
    - 1.5.3. \$1,000,000.00 Disease – policy limit
2. The indicated coverage shall be subject to all of the terms, exclusions and conditions of the policies.
3. For the purposes of this Agreement, *reasonably available* shall mean that the Professional can secure at least three premium quotes for comparable coverage by admitted, A.M. Best Co. A-rated carriers. *Commercially affordable* shall mean the premium charged is no more than a multiple of one and one-half (1 ½ ) times the premium paid for comparable coverage in place when this Agreement was executed.

EXHIBIT  
SNYDER & ASSOCIATES, INC.  
SHUCK-BRITSON, INC.  
SNYDER & ASSOCIATES ENGINEERS & PLANNERS, INC.  
INSURANCE

---

1. **INSURANCE.** The Professional will endeavor to obtain and maintain the following insurance policies with coverage and limits as indicated for the period of design and construction of the Project and for a period of three (3) years following substantial completion, if such coverage is reasonably available at commercially affordable premiums. Professional will provide certificates of insurance showing the following coverage:
  - 1.1. **Commercial General Liability Policy** with limits of \$1,000,000.00 each occurrence and \$2,000,000.00 general aggregate per project. This policy shall be written or endorsed to include the following provisions:
    - 1.1.1. Client and Owner shall be named as additional insureds with 30 day notice of cancellation.
    - 1.1.2. Products/Completed Operations
    - 1.1.3. Personal and Advertising Injury
    - 1.1.4. Damage to Rented Premises
    - 1.1.5. Waiver of Subrogation
  - 1.2. **Commercial Automobile Liability Policy** with limits of \$1,000,000.00 each accident, combined single limits. This policy shall be written or endorsed to include the following:
    - 1.2.1. Client and Owner shall be named as additional insureds with 30 day notice of cancellation.
    - 1.2.2. Any Auto; Hired Autos; and, Non-owned Autos.
  - 1.3. **Umbrella Liability Policy** with limits of \$5,000,000.00 each occurrence and \$5,000,000.00 aggregate with \$10,000.00 retention.
  - 1.4. **Professional Liability Policy** with limits of \$2,000,000.00 per claim and \$4,000,000.00 aggregate.
    - 1.4.1. Client and Owner to be given 30 day notice of cancellation.
  - 1.5. **Workers Compensation Policy** as required by statute, including Employers' Liability, with limits of:
    - 1.5.1. \$1,000,000.00 each accident
    - 1.5.2. \$1,000,000.00 Disease - each employee
    - 1.5.3. \$1,000,000.00 Disease – policy limit
2. The indicated coverage shall be subject to all of the terms, exclusions and conditions of the policies.
3. For the purposes of this Agreement, *reasonably available* shall mean that the Professional can secure at least three premium quotes for comparable coverage by admitted, A.M. Best Co. A-rated carriers. *Commercially affordable* shall mean the premium charged is no more than a multiple of one and one-half (1 ½) times the premium paid for comparable coverage in place when this Agreement was executed.

March 21, 2018

Story County Conservation Board  
McFarland Park  
56461 180<sup>th</sup> Street  
Ames, IA 50010-9451

RE: Tedesco Environmental Learning Corridor – Bid Package #2

Dear Story County Conservation Board Members,

Six (6) bids were received on March 20, 2018 for the above referenced project. We propose that Story County Conservation Board consider the bids, and award the contract to Boulder Contracting, LLC on the basis of their lowest responsive, responsible base bid of nine hundred thirty thousand seven hundred ninety-nine and 00/100 dollars (\$930,799.00) or their base bid plus Alternate No. 1 of one million sixty-eight thousand seven hundred eighty-eight and 00/100 dollars (\$1,068,788.00). The alternate may be considered and accepted. The total amount will be reflected on the Owner/Contractor Agreement if the alternate is approved. This award is subject to submittal of acceptable bonds and insurance.

Once approval from the board is obtained, please contact our office and we will proceed with obtaining the agreement, bonds, and insurance.

We look forward to working with you on this project. Please call our office if you have any questions or comments regarding the above project.

Sincerely,

SHIVE-HATTERY, INC.



Luke Monat, P.E.  
Project Manager

Enclosures: Bid Tabulation  
Contractor bid forms and bid securities

**APPROVED**      **DENIED**  
Board Member Initials: LS  
Meeting Date: 3-27-18  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**DOCUMENT 00 0510  
NOTICE OF AWARD**

Dated: March 23, 2018

TO: Boulder Contracting, Inc.

ADDRESS: 25789 N Avenue  
Grundy Center, IA 50638

PROJECT: Tedesco Environmental Learning Corridor  
BP#2 Trail Paving & Park Amenities

CONTRACT FOR: Bid Package #2  
Trail Paving & Park Amenities

You are notified that your Bid dated March 20, 2018, for the above contract has been considered. You are the apparent successful bidder for a contract for the Tedesco Environmental Learning Corridor, Bid Package #2 – Trail Paving & Park Amenities.

The Contract Price of your contract is One Million, Sixty-Eight Thousand, Seven Hundred Eighty-Eight Dollars & 00/100 (\$1,068,788.00), founded on your base bid plus accepted Alternate 1, 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. two 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#2 Trail Paving & Park Amenities  
416259-0**

**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.

\_\_\_\_\_  
Owner Story County

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title Board of Supervisors, Chair

**ACCEPTANCE OF AWARD**

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

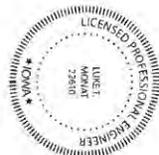
END OF DOCUMENT

Client: Story County Conservation  
 Project Name: Tedesco Environmental Learning Corridor - Bid Package #2

Bid Date: March 20, 2018  
 S-H Project No.: 416259-0

I hereby certify that this document was prepared by me or under my direct personal supervision and that I am  
 a duly licensed Professional Engineer under the laws of the State of Iowa.

Name: Luke T. Menat, P.E.  
 Registration #: 22610



# SHIVEHATTERRY

ARCHITECTURE+ENGINEERING

Item Number	Description	Estimated Quantity	Units	Engineers Opinion of Probable Cost		Boulter Contracting, LLC Grundy Center, IA		Calber Concrete, LLC Adair, IA		Howry Construction, Inc. Rockwell City, IA		Minturn, Inc. Brooklyn, IA	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	MOBILIZATION	1	LS	\$80,000.00	\$80,000.00	\$75,000.00	\$75,000.00	\$35,750.00	\$35,750.00	\$105,000.00	\$105,000.00	\$105,000.00	\$105,000.00
2	EXCAVATION	3,700	CY	\$5.00	\$18,500.00	\$5.10	\$18,870.00	\$10.27	\$37,999.00	\$5.10	\$18,870.00	\$3.00	\$33,300.00
3	TOPSOIL STRIP, SALVAGE, & RESPREAD	2,850	CY	\$9.00	\$25,650.00	\$8.10	\$23,085.00	\$3.37	\$9,604.50	\$5.10	\$14,535.00	\$12.50	\$35,625.00
4	SUBGRADE PREPARATION 12"	7,475	SY	\$2.50	\$18,687.50	\$2.10	\$15,697.50	\$3.28	\$24,518.00	\$2.05	\$15,323.75	\$3.90	\$29,152.50
5	TRAIL, P.C.C. 6"	6,250	SY	\$45.00	\$281,250.00	\$30.65	\$191,662.50	\$31.74	\$198,375.00	\$30.00	\$187,500.00	\$30.00	\$187,500.00
6	SIDEWALK RAMPS	1	LS	\$5,000.00	\$5,000.00	\$5,600.00	\$5,600.00	\$5,341.00	\$5,341.00	\$5,500.00	\$5,500.00	\$5,500.00	\$5,500.00
7	STORM SEWER TRENCHED RCP, 12"	64	LF	\$80.00	\$5,120.00	\$61.00	\$3,904.00	\$42.46	\$2,717.44	\$61.25	\$3,920.00	\$160.00	\$10,240.00
8	STORM SEWER TRENCHED RCP, 15"	24	LF	\$90.00	\$2,160.00	\$71.25	\$1,710.00	\$62.99	\$1,509.36	\$71.50	\$1,716.00	\$130.00	\$3,120.00
9	STORM SEWER FLARED END SECTION RCP, 12"	6	EA	\$1,500.00	\$9,000.00	\$2,100.00	\$12,600.00	\$1,500.00	\$9,000.00	\$2,150.00	\$12,900.00	\$1,925.00	\$11,550.00
10	STORM SEWER FLARED END SECTION RCP, 15"	2	EA	\$1,800.00	\$3,600.00	\$2,150.00	\$4,300.00	\$1,500.00	\$3,000.00	\$2,150.00	\$4,300.00	\$1,925.00	\$3,850.00
11	CULVERT CMP, 6"	42	LF	\$25.00	\$1,050.00	\$30.75	\$1,291.50	\$28.61	\$1,201.62	\$30.50	\$1,281.00	\$20.00	\$840.00
12	CULVERT CMP 12"	98	LF	\$35.00	\$3,430.00	\$41.00	\$4,018.00	\$44.14	\$4,325.72	\$40.75	\$3,993.50	\$21.50	\$2,107.00
13	PERFORATED DRAIN TILE, 4" PE	212	LF	\$15.00	\$3,180.00	\$31.00	\$6,572.00	\$17.89	\$3,782.68	\$30.50	\$6,465.00	\$12.00	\$2,544.00
14	REVEALMENT CLASS'D	61	TON	\$50.00	\$3,050.00	\$76.50	\$4,666.50	\$55.00	\$3,355.00	\$73.75	\$4,503.75	\$61.70	\$3,757.50
15	REVEALMENT GRAVEL/COBBLE	19	TON	\$100.00	\$1,900.00	\$102.00	\$1,938.00	\$100.00	\$1,900.00	\$105.00	\$1,995.00	\$92.50	\$1,757.50
16	COMPACTED LIMESTONE TRAIL	608	TON	\$100.00	\$60,800.00	\$120.00	\$72,960.00	\$100.00	\$60,800.00	\$130.00	\$79,040.00	\$61.00	\$37,088.00
17	SILT FENCE	1,000	LF	\$2.50	\$2,500.00	\$1.65	\$1,650.00	\$1.65	\$1,650.00	\$1.90	\$1,900.00	\$1.50	\$1,500.00
18	STRAW WATTLE 6" DIAMETER	3,200	LF	\$3.50	\$11,200.00	\$1.05	\$3,280.00	\$1.65	\$5,280.00	\$3.45	\$11,040.00	\$1.50	\$4,800.00
19	TEMPORARY ROLLED EROSION CONTROL PRODUCT TYPE ZC	5,440	SY	\$2.50	\$13,600.00	\$1.20	\$6,528.00	\$1.10	\$5,984.00	\$1.45	\$7,888.00	\$1.10	\$5,984.00
20	TEMPORARY SEEDING	7.0	AC	\$2,000.00	\$14,000.00	\$1,225.00	\$8,575.00	\$1,920.00	\$9,240.00	\$1,900.00	\$13,300.00	\$1,200.00	\$8,400.00
21	PERMANENT SEEDING	3.7	AC	\$3,000.00	\$10,800.00	\$3,850.00	\$14,245.00	\$4,125.00	\$15,262.50	\$5,750.00	\$21,275.00	\$3,750.00	\$13,875.00
22	PARK AMENITIES - SOUTH ENTRANCE	1	LS	\$42,000.00	\$42,000.00	\$71,000.00	\$71,000.00	\$82,164.00	\$82,164.00	\$89,935.00	\$89,935.00	\$70,000.00	\$70,000.00
23	PARK AMENITIES - OVERLOOK	1	LS	\$160,500.00	\$160,500.00	\$205,000.00	\$205,000.00	\$231,123.00	\$231,123.00	\$215,375.00	\$215,375.00	\$239,800.00	\$239,800.00
24	PARK AMENITIES - THE NEST	1	LS	\$37,550.00	\$37,550.00	\$75,000.00	\$75,000.00	\$76,298.00	\$76,298.00	\$112,650.00	\$112,650.00	\$102,000.00	\$102,000.00
25	PARK AMENITIES - WALNUT GROUVE/THE FORD	1	LS	\$15,945.00	\$15,945.00	\$31,000.00	\$31,000.00	\$17,906.60	\$17,906.60	\$18,112.50	\$18,112.50	\$16,450.00	\$16,450.00
26	PARK AMENITIES - VETLAND BOARDWALK	1	LS	\$100,300.00	\$100,300.00	\$125,000.00	\$125,000.00	\$106,700.00	\$106,700.00	\$135,250.00	\$135,250.00	\$111,000.00	\$111,000.00
27	STORMWATER POLLUTION PREVENTION PLAN MANAGEMENT	1	LS	\$5,000.00	\$5,000.00	\$4,100.00	\$4,100.00	\$4,400.00	\$4,400.00	\$5,000.00	\$5,000.00	\$5,000.00	\$5,000.00
28	CONSTRUCTION SURVEY	1	LS	\$15,000.00	\$15,000.00	\$14,500.00	\$14,500.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$12,000.00	\$12,000.00
<b>TOTAL BASE BID FROM UNIT PRICES</b>					<b>\$1,008,472.50</b>		<b>\$930,799.00</b>		<b>\$946,848.58</b>		<b>\$1,058,159.50</b>		<b>\$1,065,596.70</b>
<b>TOTAL BASE BID FROM TOTAL LINE ON SCHEDULE OF BID PRICES</b>							<b>\$890,798.00</b>		<b>\$940,846.54</b>		<b>\$1,056,159.50</b>		<b>\$1,065,596.70</b>
<b>DIFFERENCE</b>							<b>\$0.00</b>		<b>\$0.04</b>		<b>\$0.00</b>		<b>\$0.00</b>
ALTERNATE BID NO. 1 - DEDUCT COMPACTED LIMESTONE TRAIL				(308)	TON	\$100.00	(\$30,800.00)	\$25.75	(\$7,931.00)	\$59.97	(\$18,470.75)	\$27.50	(\$8,470.00)
ALTERNATE BID NO. 1 - ADD PERMEABLE PAVING				9 120	SF	\$10.00	\$91,200.00	\$16.00	\$1,456,800.00	\$18.00	\$1,616,160.00	\$19.00	\$1,738,280.00
<b>TOTAL ALTERNATE BID</b>							<b>\$60,400.00</b>		<b>\$1,577,989.00</b>		<b>\$1,658,992.24</b>		<b>\$1,745,372.00</b>
<b>TOTAL BASE BID + ALTERNATE BID</b>							<b>\$1,068,872.50</b>		<b>\$1,086,788.00</b>		<b>\$1,086,537.82</b>		<b>\$1,210,968.70</b>
5% BID SECURITY INCLUDED							✓	✓	✓	✓	✓	✓	✓
APPENDIX NO. 1 ACKNOWLEDGED							✓	✓	✓	✓	✓	✓	✓
BIDDER STATUS FORM INCLUDED							✓	✓	✓	✓	✓	✓	✓
NON-COLLUSION AFFIDAVIT INCLUDED							✓	✓	✓	✓	✓	✓	✓

Client: Story County Conservation  
 Project Name: Tedesco Environmental Learning Corridor - Bid Package #2

Bid Date: March 20, 2018  
 S-H Project No.: 416259-0



**Bid Irregularities:**  
 1.) Galber Concrete had an incorrect amount listed on the Base Bid total line. The total amount from the sum of extended unit prices was used.  
 2.) Shekar Engineering, PLC had an incorrect extended amount on Alternate Bid No. 1 - Permeable Paving. The unit price amount was used and the total amount corrected.  
 3.) MFS Engineers, P.C. had an incorrect extended amount on Alternate Bid No. 1 - Permeable Paving. The unit price amount was used and the total amount corrected.

Item Number	Description	Estimated Quantity	Units	Shekar Engineering, PLC Des Moines, IA		MFS Engineers, P.C. Des Moines, IA		UNIT PRICE SUMMARY		
				Unit Price	Amount	Unit Price	Amount	Average	Lowest	Highest
1	MOBILIZATION	1	LS	\$65,000.00	\$65,000.00	\$95,000.00	\$96,000.00	\$80,291.67	\$35,750.00	\$105,000.00
2	EXCAVATION	3,700	CY	\$13.50	\$49,950.00	\$12.00	\$44,400.00	\$8.16	\$5.10	\$13.50
3	TOPSOIL STRIP SALVAGE & RESPREAD	2,850	CY	\$14.30	\$40,755.00	\$16.00	\$45,600.00	\$9.73	\$3.37	\$18.00
4	SUBGRADE PREPARATION, 12"	7,475	SY	\$5.00	\$37,375.00	\$5.00	\$37,375.00	\$3.72	\$2.05	\$5.00
5	TRAIL PCC, 6"	6,250	SY	\$42.50	\$265,625.00	\$42.75	\$267,187.50	\$34.61	\$30.00	\$42.75
6	SIDEWALK RAMPS	1	LS	\$4,000.00	\$4,000.00	\$3,275.00	\$3,275.00	\$4,868.33	\$3,275.00	\$5,600.00
7	STORM SEWER TRENCHED, RCP, 12"	64	LF	\$165.00	\$10,560.00	\$78.00	\$4,992.00	\$94.52	\$42.48	\$165.00
8	STORM SEWER TRENCHED, RCP, 15"	24	LF	\$130.00	\$3,120.00	\$88.00	\$2,112.00	\$92.27	\$62.89	\$130.00
9	STORM SEWER FLARED END SECTION, RCP, 12"	6	EA	\$1,965.00	\$11,790.00	\$1,895.00	\$11,370.00	\$1,905.83	\$1,500.00	\$2,100.00
10	STORM SEWER FLARED END SECTION, RCP, 15"	2	EA	\$2,990.00	\$5,780.00	\$2,195.00	\$4,390.00	\$2,288.17	\$1,500.00	\$2,890.00
11	CULVERT, CMP, 6"	42	LF	\$25.00	\$1,050.00	\$42.00	\$1,764.00	\$29.48	\$20.00	\$42.00
12	CULVERT, CMP, 12"	98	LF	\$30.00	\$2,940.00	\$54.00	\$5,292.00	\$38.57	\$21.50	\$54.00
13	PERFORATED DRAIN TILE, 4" PE	212	LF	\$22.00	\$4,664.00	\$16.00	\$3,392.00	\$21.57	\$12.00	\$31.00
14	REVEIEMENT, CLASS D	61	TON	\$75.00	\$4,575.00	\$78.00	\$4,738.00	\$70.83	\$55.00	\$78.75
15	REVEIEMENT, GRAVEL/CORBBLE	19	TON	\$90.00	\$1,710.00	\$98.00	\$1,862.00	\$92.92	\$68.00	\$105.00
16	COMPACTED LIMESTONE TRAIL	608	TON	\$64.50	\$39,216.00	\$32.00	\$19,456.00	\$45.12	\$25.75	\$64.50
17	SILT FENCE	1,090	LF	\$1.70	\$1,700.00	\$1.55	\$1,560.00	\$1.66	\$1.50	\$1.90
18	STRAW WATTLE, 6" DIAMETER	3,200.0	LF	\$3.00	\$9,600.00	\$1.55	\$4,960.00	\$2.13	\$1.50	\$3.45
19	TEMPORARY ROLLED EROSION CONTROL PRODUCT, TYPE XC	5,440.0	SY	\$1.25	\$6,800.00	\$1.15	\$6,256.00	\$1.21	\$1.10	\$1.45
20	TEMPORARY SEEDING	7.0	AC	\$1,200.00	\$8,400.00	\$1,250.00	\$8,750.00	\$1,282.50	\$1,200.00	\$1,500.00
21	PERMANENT SEEDING	3.7	AC	\$5,400.00	\$19,980.00	\$3,800.00	\$14,060.00	\$4,445.83	\$3,750.00	\$5,750.00
22	PARK AMENITIES - SOUTH ENTRANCE	1.0	LS	\$75,273.00	\$75,273.00	\$70,125.00	\$70,125.00	\$72,249.50	\$70,000.00	\$99,835.00
23	PARK AMENITIES - OVERLOOK	1	LS	\$191,950.00	\$191,950.00	\$192,050.00	\$192,050.00	\$212,549.67	\$191,950.00	\$239,800.00
24	PARK AMENITIES - THE NEST	1	LS	\$94,950.00	\$94,950.00	\$88,250.00	\$88,250.00	\$91,691.33	\$76,000.00	\$112,660.00
25	PARK AMENITIES - WALNUT GROVE/THE FORD	1	LS	\$12,800.00	\$12,800.00	\$25,000.00	\$25,000.00	\$18,511.42	\$12,800.00	\$25,000.00
26	PARK AMENITIES - WETLAND BOARDWALK	1	LS	\$95,350.00	\$95,350.00	\$129,825.00	\$128,825.00	\$117,187.50	\$95,350.00	\$135,250.00
27	STORMWATER POLLUTION PREVENTION PLAN MANAGEMENT	1	LS	\$5,000.00	\$5,000.00	\$5,500.00	\$5,500.00	\$5,000.00	\$4,100.00	\$8,000.00
28	CONSTRUCTION SURVEY	1	LS	\$16,000.00	\$16,000.00	\$16,580.00	\$16,580.00	\$14,863.33	\$12,000.00	\$16,680.00
<b>TOTAL BASE BID FROM UNIT PRICES</b>					<b>\$1,086,713.00</b>		<b>\$1,128,836.50</b>			
<b>TOTAL BASE BID FROM TOTAL LINE ON SCHEDULE OF BID PRICES</b>										
<b>DIFFERENCE</b>					<b>\$0.00</b>		<b>\$0.00</b>			
ALTERNATE BID NO. 1 - DEDUCT COMPACTED LIMESTONE TRAIL		(398)	TON	\$64.50	(\$19,866.00)	\$32.00	(\$9,456.00)			
ALTERNATE BID NO. 1 - ADD PERMEABLE PAVING		9,120	SF	\$16.18	\$147,861.50	\$18.00	\$164,160.00			
<b>TOTAL ALTERNATE BID</b>					<b>\$127,995.60</b>		<b>\$154,304.00</b>			
<b>TOTAL BASE BID + ALTERNATE BID</b>					<b>\$1,214,408.60</b>		<b>\$1,283,140.50</b>			
5% BID SECURITY INCLUDED					✓		✓			
ADDENDUM NO. 1 ACKNOWLEDGED					✓		✓			
BIDDER STATUS FORM INCLUDED					✓		✓			
NON-COLLUSION AFFIDAVIT INCLUDED					✓		✓			



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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  
www.storycountyconservation.org

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Memorandum

To: Story County Board of Supervisors

From: Michael D. Cox, Director

Date: March 27, 2018

Re: Consideration of bid award to Boulder Contracting LLC for the Tedesco Environmental Learning Corridor, Phase #2 Construction, for \$930,799 and additive alternate of \$137,989

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Bids for Phase #2 of the Tedesco Environmental Learning Corridor have been opened and reviewed. Phase #2 construction includes site development and amenities, including trail development. Bids were received from six (6) contractors. The low responsive and responsible bidder is Boulder Contracting, LLC.

This project has support from many agencies and partners. These partnerships have facilitated land acquisition, project guiding principles and design, construction, and value-added components. Story County Conservation has been successful in receiving a REAP Development Grant for \$468,582 towards Phase #2.

The Story County Conservation Board recommends that the bid, with additive alternate, be awarded to Boulder Contracting, LLC for \$930,799 base bid plus alternate of \$137,989 for permeable trail surfacing. The total recommended award is \$1,068,788.

**AMENDMENT TO AGREEMENT**  
*between SHIVE-HATTERY, INC. AND THE CLIENT*

**ATTN:** Michael Cox  
**CLIENT:** Story County, IA Conservation Board  
McFarland Park  
56461 180th Street  
Ames, IA 50010-9451

**PROJECT:** Story County Conservation ISU Research Park Greenbelt Park

**PROJECT LOCATION:** Ames, IA

**ORIGINAL AGREEMENT DATE:** July 27, 2016

**AMENDMENT NO.:** 2

**AMENDMENT DATE:** March 5, 2018

Story County, IA Conservation Board and Shive-Hattery, Inc. (S-H) agree to amend the Original Agreement as follows:

**PROJECT DESCRIPTION**

The Project Description is revised as follows:

NO CHANGES

**SCOPE OF SERVICES**

The provided services are revised as follows:

ADD

Bid Phase Services, Construction Administration, and Construction Observation

Tasks for the Scope of Services are revised as follows:

ADD

**I. Bid Package #2 BID PHASE SERVICES**

- A. Schedule and attend one pre-bid meeting anticipated to be held at the Tedesco Environmental Learning Corridor.
- B. Answer a reasonable amount of contractor questions during bidding and prepare addenda and clarifications as requested.
- C. Attend bid opening conducted by Story County Board of Supervisors and prepare a bid tabulation of bids received.
- D. Assist Story County Conservation with reviewing the bids received and identifying the responsive, responsible low bidder.
- E. Notify unsuccessful bidders.



## II. Bid Package #2 CONTRACT ADMINISTRATION/CONSTRUCTION OBSERVATION

- A. Obtain Contractor qualifications, subcontractors, bonds, and insurance, and prepare construction contract.
- B. Schedule and conduct one (1) preconstruction meeting.
- C. Attend biweekly construction progress meetings.
- D. Prepare, review, and/or process paperwork for the project including submittals, shop drawings, change orders, requests for information, pay requests, etc.
- E. Answer contractor questions.
- F. Provide construction observation. The level of construction observation on the project will vary with construction activity. We anticipate providing an average of one (1) weekly construction observation visit with additional visits during paving operations and other infrastructure construction. Prepare observation reports to document observed construction activities and observations determining compliance with contract documents. We understand that Story County Conservation staff will also be providing construction visits for the project and can coordinate questions that arise with S-H.
- G. Perform Construction materials testing to include moisture and density compaction of subgrade as well as testing of fresh concrete air and slump.
- H. Prepare final punchlist and process close-out paperwork.
- I. Incorporate changes during construction into Record Drawings.

## III. Bid Package #2 ADDITIONAL DESIGN SERVICES

- A. Additional review meetings and design efforts associated with the extension of the design schedule of bid package 2 improvements. (\$4,500)
- B. Structural and Architectural design and drafting for the shipping container shade/viewing platform structures. (\$7,200)
- C. Design, grading, drainage analysis, and research for secondary trail development and surfacing. (\$5,500)
- D. Roth Property Renderings (\$1,400)
- E. Environmental Graphic Design Services: (\$18,200)
  1. Kick-off meeting: Conduct a kick-off meeting with appointed stakeholders and Owner to discuss and collect exhibit content and understand Owner expectations.
  2. Design and Layout: Prepare preliminary design for eight (8) Interpretive Exhibits and two (2) park maps for use in upright frames. Preliminary design shall illustrate proposed layout, graphics, and interpretive content. Panel templates will be based off of previous SCC interpretive panels to reinforce SCC branding.
  3. Progress meeting: Conduct a progress meeting with appointed stakeholders and Owner to discuss and review exhibit content and receive first round of comments.
  4. Update design layouts based on owner comments.
  5. Provide second electronic draft for owner review and make corrections resulting from comments.
  6. Final Approval & Art Preparation: Prepare final fabrication-ready artwork for interpretive exhibits and park maps. The Owner will provide written final approval and authorization to proceed with preparation of fabrication-ready artwork.
  7. Environmental Graphic Deliverables: Content Development, Graphic Design & Layout of All Interpretive Exhibits and Park Map: Graphic layout, illustrations, narrative, and artwork will be provided in the following formats; JPEG digital files, PDF digital files and available

digital file formats as agreed upon by the Owner and Consultant. Graphic Designs shall include the following fabrication ready art work:

- a) Create six (6) 48" x 36" interpretive exhibit panels for installation in upright frames. – two (2) park maps to be located at the east and west trail entrances to the park and four (4) interpretive exhibit panels representing the 4 C's (themes) of the environmental learning corridor
- b) Create four (4) 36" x 24" interpretive exhibit panels - two (2) rail mounted frames (one at each bridge) and two (2) cantilevered frames (one at the nest and one at the wetland boardwalk).

**CLIENT RESPONSIBILITIES**

Client Responsibilities are revised as follows:

NO CHANGES

**SCHEDULE**

The Schedule is revised as follows:

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed.

- We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services.

**COMPENSATION**

The Compensation is revised as follows:

ADD

Amendment #2

Description	Fee Type	Fee	Estimated Expenses	Total
BP #2 BID PHASE SERVICES	Hourly w/Max	\$5,500	\$0	\$5,500
BP #2 CA/CO	Hourly w/Max	\$75,500	\$9,500	\$85,000
BP #2 ADDITIONAL DESIGN SERVICES	Hourly w/Max	\$36,600	\$200	\$36,800
<b>ESTIMATED TOTAL</b>		\$117,600	\$9,700	<b>\$127,300</b>

**Fee Types:**

- Hourly w/Max - We will provide the Scope of Services on an hourly rate basis at our Standard Hourly Fee Schedule in effect at the time that the services are performed. We will not exceed the estimated amounts above without your prior authorization.

**Expenses:**

- Estimated amount - The estimated expense amounts above will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred. We will not exceed the amounts without your prior authorization.

ADDITIONAL SERVICES

The Additional Services are revised as follows:

NO CHANGES

EXHIBITS

The Exhibits are revised as follows:

NO CHANGES

AGREEMENT

When accepted by both parties, this Amendment will amend the Original Agreement and is subject to all other terms and conditions of the Original Agreement. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Amendment. The Client representative signing this Amendment warrants that he or she is authorized to enter into this Amendment on behalf of the Client.

Sincerely,  
SHIVE-HATTERY, INC.



Luke Monat, P.E.  
Project Manager  
lmonat@shive-hattery.com

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**AMENDMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED**

CLIENT: Story County, IA Board of Supervisors

BY:  TITLE: Board of Supervisors Chair  
(signature)

PRINTED NAME: Rick Sanders DATE ACCEPTED: 3/27/18

**STANDARD HOURLY FEE SCHEDULE**  
**Effective January 1, 2018 to December 31, 2018**

**PROFESSIONAL STAFF:**

Grade 1	\$ 86.00
Grade 2	\$103.00
Grade 3	\$116.00
Grade 4	\$130.00
Grade 5	\$142.00
Grade 6	\$155.00
Grade 7	\$168.00
Grade 8	\$185.00
Grade 9	\$202.00

**TECHNICAL STAFF:**

Grade 1	\$ 60.00
Grade 2	\$ 74.00
Grade 3	\$ 83.00
Grade 4	\$ 91.00
Grade 5	\$103.00
Grade 6	\$116.00
Grade 7	\$130.00

**ADMIN STAFF:** \$ 59.00

**SURVEY STAFF:**

One Person	\$122.00
Two Person	\$187.00
Scanning Surveyor	\$150.00
Surveyor with 2 scanners	\$200.00

**REIMBURSABLE EXPENSES:**

**TRAVEL**

Mileage- Car/Truck	\$0.54/ Mile
Mileage- Survey Trucks	\$0.64/ Mile
Lodging, Meals	Cost + 0%
Airfare	Cost + 0%
Car Rental	Cost + 0%

**OUTSIDE SERVICES**

Computer Services	Cost + 0%
Aerial Photogrammetry	Cost + 0%
Professional Services	Cost + 0%
Prints/Plots/Photos	Cost + 0%
Deliveries	Cost + 0%

**IN-HOUSE SERVICES**

**Prints/Plots:**

Bond	\$ .30/Sq. Ft.
Mylar	\$ .75/Sq. Ft.
Photogloss	\$ .90/Sq. Ft.
Color Bond	\$ .60/Sq. Ft.
Foam Core Mounting	\$ 13.00

**Color Prints:**

Letter Size	\$ 1.00
Legal Size	\$ 2.00