

The Board of Supervisors met on 8/14/18 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 [storycountyia.gov](http://storycountyia.gov))

**AMES ECONOMIC DEVELOPMENT COMMITTEE (AEDC) QUARTERLY REPORT** – Brenda Dyer reported on workforce, unemployment numbers, networking efforts, online resources, summer internship program, Home Base Iowa, school outreach, career fairs, and services to small communities. Dan Calhan, CEO, reported on economic development efforts.

**MINUTES:** 8/7/18 Minutes – Chitty moved, Olson seconded the approval of Minutes as presented. Motion carried unanimously (MCU) on a roll call vote.

**PERSONNEL ACTIONS:** 1) pay adjustment, effective 8/19/18, in a) Planning and Development for Jerry Moore @ \$3,099.00/bw; b) Sheriff's Office for Nathan Gruis @ \$2,006.40/bw. Olson moved, Chitty seconded the approval of Personnel Actions as presented. Roll call vote. (MCU)

Sanders asked to remove Item #1 for individual consideration. Chitty moved, Olson seconded the approval of the Consent Agenda as presented with the requested change.

2. Change Order #1 totaling \$3,457.12 for the Crisis Stabilization and Transitional Living Center
3. Certificate of Appointment as Civil Process Server, effective 8/7/18, for the following detention officers: Adam Packer, Alex Muhlenburg, Carson Linkenmeyer, Cory Davis, Emily Carlson, Jade Robinson, Jalen Townsell, Jordan Carman, Kathleen Origer, Logan Powers, Marcel Grieser, Natosha Gardner, Rebecca Smith, Samantha Kunc, Molly Feldman
4. Contract between CST, Inc. and Information Technology for hardware maintenance, effective 9/1/18-8/31/19, for \$3,825.00
5. Resolution #19-16, pursuant to *Code of Iowa* §427.3, to abate property taxes on a parcel owned by a literary, scientific, charitable, benevolent, agricultural or religious institution or society for Harvest Vineyard Church
6. Resolution #19-17, pursuant to *Code of Iowa* §427.3, to abate property taxes on a parcel owned by a literary, scientific, charitable, benevolent, agricultural or religious institution or society for the Assault Care Center Extending Shelter and Support (ACCESS)
7. Iowa Communities Assurance Pool (ICAP) Endorsement #2, effective 7/1/18-7/31/19, for \$3,096.36
8. 28E Agreement between Animal Control and the City of Slater, effective upon signature-6/30/19
9. Resolution #19-19, Setting a Public Hearing for 8/28/18 for amending the Urban Renewal Plan – Story County Urban Renewal Area (URA)
10. Change Order #3 between Peterson Contractors, Inc. and the Story County Conservation Board for the Tedesco Environmental Learning Corridor (TELC) - Bid Package #1 Stream Restoration, for a decrease of \$8,331.80
11. Business Associate Agreement between Central Iowa Community Services (CICS) and Story County
12. Service Agreement between United Way of Story County and Story County for security on 9/7/18 for a minimum of two hours for \$65.00 an hour per deputy
13. Utility Permit: #19-05
14. Semi-Annual Settlement 1/1/18-6/30/18

Roll call vote. (MCU)

1. Change Order #3 between Boulder Contracting, LLC and the Story County Conservation Board for the TELC Bid Package #2 for \$4,908.24 – Sanders stated the item includes a clerical error; the amount should be \$4,998.24. Olson moved, Chitty seconded the approval of Change Order #3 between Boulder Contracting, LLC and the Story County Conservation Board for the TELC Bid Package #2 for \$4,998.24. Roll call vote. (MCU)

**SECOND CONSIDERATION OF ORDINANCE NO. 274 RENAMING A PORTION OF LINCOLN HIGHWAY TO EAST LINCOLN WAY** – Jerry Moore, Planning and Development Director, recapped information from the first consideration; he stated no additional comments were received. Sanders opened the public hearing at 10:44 a.m., and hearing none, he closed the public hearing at 10:44 a.m. Chitty moved, Olson seconded the approval of Second Consideration of Ordinance No. 274 Renaming a Portion of Lincoln Highway to East Lincoln Way and Waiving Third and Final Consideration. Roll call vote. (MCU)

**RESOLUTION #19-11 TO ENTER INTO A PURCHASE AGREEMENT FOR THE PURCHASE OF COUNTY PROPERTY LOCALLY KNOWN AS PARCEL “D”, IN THE NORTHWEST QUARTER OF SECTION 25, TOWNSHIP 84 NORTH, RANGE 23 WEST OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN (MILFORD TOWNSHIP), STORY COUNTY, IOWA, FOR \$80,000.00, AND AUTHORIZE THE SIGNATURE UPON THE PURCHASE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTATION TO EFFECTUATE THE PURCHASE BY THE CHAIRMAN OF THE BOARD OF SUPERVISORS** – Michael Cox, Conservation Director, reported Conservation has pursued the purchase for a number of years; the property contains untouched native prairie, and West Indian Creek runs through it. It will be an additional natural area for Story County. Story County will pay \$10,000.00 with the remainder of the funding coming from the National Iowa Heritage Foundation and donations. The Conservation Board recommends approval. Sanders opened the public hearing at 10:48 a.m., and hearing none, he closed the public hearing at 10:49 a.m. Olson moved, Chitty seconded the approval of Resolution #19-11, to Enter into a Purchase Agreement for the Purchase of County Property locally known as Parcel “D” for \$80,000.00. Roll call vote. (MCU)

**RESOLUTION #19-13, TO ENTER INTO A PURCHASE AGREEMENT FOR THE PURCHASE OF PROPERTY KNOWN AS PARCEL “C” IN PART OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 83 NORTH, RANGE 24 WEST OF THE 5<sup>TH</sup> PRINCIPAL MERIDIAN (MILFORD TOWNSHIP), ALL IN STORY COUNTY, IOWA, FOR \$550,000.00 AND AUTHORIZE THE SIGNATURE UPON THE PURCHASE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTATION TO EFFECTUATE THE PURCHASE BY THE CHAIRMAN OF THE BOARD OF SUPERVISORS** – Michael Cox, Conservation Director, reported the property is 175 acres along the Skunk River; it includes floodplain, prairie restoration, a hunting area, wildlife views, and stream restoration. Most of the purchase funds come from federal and state grants; \$5,000.00 from Story County and \$5,200.00 from the Energy Transfer Fund. The Conservation Board recommends approval. Sanders opened the public hearing at 10:58 a.m., and hearing none, he closed the public hearing at 10:38 a.m. Chitty moved,

Olson seconded the approval of Resolution #19-13, to enter into a Purchase Agreement for the purchase of property known as Parcel "C" for \$550,000.00. Roll call vote. (MCU) Cox noted a dedication is planned on 8/21/18 at Jordan Acres.

**MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY OF AMES AND STORY COUNTY IN REGARD TO JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD** – Connie Toresdahl, Sheriff's Office, reported on background information and use of funds. Olson moved, Chitty seconded the approval of the Memorandum of Understanding (MOU) between the City of Ames and Story County in regard to the Justice Assistance Grant (JAG) Program Award. Roll call vote. (MCU)

**COUNTYWIDE WATERSHED ASSESSMENTS** – Pat Conrad, Emmons & Olivier Resources, Inc. (EOR), reported on Story County reviewed highlights of the report, including existing conservation practices, maps, restoration areas, and recommendations. The next step is setting objectives and priorities. Discussion took place. Olson moved, Chitty seconded the approval to accept and receive the Countywide Watershed Assessments as presented. Roll call vote. (MCU) Sanders suggests a small staff working group consisting of Leanne Harter, Mike Cox, Jerry Moore, and Deb Schildroth to outline next steps and set objectives. The Board directed the small group to review options and recommendations and return to the Board by December to discuss and consider next steps. Roll call vote. (MCU)

**APPLICATION FOR THE STORY COUNTY FAÇADE IMPROVEMENT GRANT PROGRAM FROM THE CITY OF COLLINS FOR \$9,460.00** – Leanne Harter, County Outreach and Special Project Manager, reported on project program guidelines, and details from the request from the City of Collins. The total project cost is \$25,510.00 with the difference funded by the City of Collins and the property owners. Harter reviewed past projects. Chitty moved, Olson seconded the approval of the application for the Story County Façade Improvement Grant Program for the City of Collins for \$5,102.00. Roll call vote. (MCU)

**FY20 FUNDING PRIORITIES FOR THE ANALYSIS OF SOCIAL SERVICES EVALUATION TEAM (ASSET) PROCESS** – Deb Schildroth, Director of External Operations and County Services, reported on the draft document, and input from volunteers; she reviewed changes. Olson moved, Chitty seconded the approval of FY20 Funding Priorities for the ASSET Process as presented. Roll call vote. (MCU)

**INTEGRATED ROADSIDE VEGETATION MANAGEMENT (IRVM) QUARTERLY REPORT** – Weed Commissioner Joe Kooiker reported on Praeri Rail Trail controlled burns, summer employees, weed control, brush removal, drainage ditch work, equipment concerns, seed harvest, and community outreach.

**CONSERVATION QUARTERLY REPORT** – Mike Cox provided updates on the TELC, Hickory Grove Park, Praeri Rail Trail, other projects, events, and educational efforts.

**LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:** Olson reported on Community and Family Resources and the McCallsburg City Council meeting. Chitty moved, Olson seconded to adjourn at 12:29 p.m. Roll call vote. (MCU)

Story County  
Board of Supervisors Meeting  
Agenda  
8/14/18

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. Ames Economic Development Committee Quarterly Report - Brenda Dyer

Department Submitting BOS

Documents:

BOSUPDATEAUG2018.PDF

5. CONSIDERATION OF MINUTES:
  - I. 8/7/18 Minutes
6. CONSIDERATION OF PERSONNEL ACTIONS:
  - I. Action Forms
    - 1) pay adjustment, effective 8/19/18, in a) Planning and Development for Jerry Moore @ \$3,099.00/bw; b) Sheriff's Office for Nathan Gruis @ \$2,006.40/bw

Department Submitting HR

7. 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 Change Order No. 003 Between Boulder Contracting, LLC And Story County Conservation Board For The Tedesco Environmental Learning Corridor Bid Package No. 2 For \$4,908.24

Department Submitting Conservation

Documents:

TELC PH2 CHANGE ORDER 3.PDF  
URGE MEMO TELC PH2 003.PDF

- II. Consideration Of Change Order #1 For Crisis Stabilization & Transitional Living Center For \$3,457.12

Department Submitting Facilities Management

Documents:

CHANGE ORDER 1 HAZEL.PDF  
CRISIS HOME CHANGE ORDER 1 SIGNED.PDF

- III. Consideration Of Certificate Of Appointment Of Civil Process Server Effective 8/7/2018 For The Following Detention Officers: Adam Packer, Alex Muhlenburg, Carson Linkenmeyer, Cory Davis, Emily Carlson, Jade Robinson, Jalen Townsell, Jordan Carman, Kathleen Origer, Logan Powers, Marcel Grieser, Natosha Gardner, Rebecca Smith, Samantha Kunc, Molly Feldman

Department Submitting Sheriff

Documents:

CERTIFICATES.PDF

- IV. Consideration Of Contract Between CST, Inc. And Information Technology For Hardware Maintenance Effective 09/01/18-08/31/19 @ \$3825.00

Department Submitting Information Technology

Documents:

CST.PDF

- V. Consideration Of Resolution #19-16, Abate Property Taxes On Parcel Owned By A Literary, Scientific, Charitable, Benevolent, Agricultural Or Religious Institution Or Society For Harvest Vineyard Church

Department Submitting Auditor

Documents:

RES1916.PDF

- VI. Consideration Of Resolution #19-17, Abate Property Taxes On Parcel Owned By A Literary, Scientific, Charitable, Benevolent, Agricultural Or Religious Institution Or Society For ACCESS

Department Submitting Auditor

Documents:

RES1917.PDF

- VII. Consideration Of Iowa Communities Assurance Pool (ICAP) Endorsement #2 Effective 7/1/18-7/31/19 For \$3,096.36

Department Submitting Board of Supervisors

Documents:

ENDORSEMENT2.PDF

- VIII. Consideration Of 28E Agreements Between Animal Control And The Following City:  
Slater Effective Upon Signature - 6/30/19

Department Submitting Animal Control

Documents:

28E AGREEMENT.PDF

- IX. Consideration Of Resolution #19-19 Setting A Public Hearing For August 28, 2018, For  
Amending The Urban Renewal Plan – Story County Urban Renewal Area

Department Submitting Board of Supervisors

Documents:

RESOLUTION1919SETTINGPUBLICHEARINGAMENDINGPLAN.PDF

- X. Consideration Of Approval Of Change Order No. 003 Between Peterson Contractors, Inc.  
And Story County Conservation Board For The Tedesco Environmental Learning Corridor  
- Bid Package #1 Stream Restoration, For A Decrease Of \$8,331.80

Department Submitting Conservation

Documents:

URGE MEMO TELC PH1 CO 003.PDF  
CHANGE ORDER.PDF

- XI. Consideration Of Business Associate Agreement Between Central Iowa Community  
Services And Story County

Department Submitting Board of Supervisors

Documents:

BUSINESS ASSOCIATE AGREEMENT COUNTY.PDF

- XII. Consideration Of Service Agreement Between United Way Of Story County And Story  
County For Security On 9/7/18 For A Minimum Of Two Hours In The Amount Of \$65 Per  
Hour Per Deputy

Department Submitting Sheriff

Documents:

UNITED WAY CONTRACT.PDF

- XIII. Consideration Of Utility Permit(S): #19-005

Department Submitting Engineer

Documents:

UT 19 005.PDF

XIV. Consideration Of Semi-Annual Settlement 1/1/18-6/30/18

Department Submitting TREASURER

Documents:

SEMI ANNUAL.PDF

8. PUBLIC HEARING ITEMS:

- I. Second Consideration Of Ordinance #274 Renaming A Portion Of Lincoln Highway To East Lincoln Way - Jerry Moore

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF  
ORD 274.PDF  
AMES COUNCIL FORM.PDF

- II. Consideration Of Resolution #19-11 To Enter Into A Purchase Agreement For The Purchase Of County Property Locally Known As Parcel "D", In The NW 1/4 Of Section 25, Township 84 North, Range 23 West Of The 5th P.M., Story County, Iowa, For \$80,000.00, And Authorize The Signature Upon The Purchase Agreement And All Other Necessary Documentation To Effectuate The Purchase By The Chairman Of The Board Of Supervisors - Ethan Anderson And Michael Cox

Department Submitting Board of Supervisors

Documents:

RESOLUTION 19 11 PUBLIC HEARING.PDF  
PURCHASE AGREEMENT.PDF  
URGE MEMO CARROLL.PDF

- III. Consideration Of Resolution #19-13, To Enter Into A Purchase Agreement For The Purchase Of Property Known As Parcel C In Part Of The SE 1/4 Of The NE 1/4 Of Section 25, Township 83 North, Range 24 West Of The 5th P.M., Story County, Iowa, ALL In Story County, Iowa, For \$550,000.00 And Authorize The Signature Upon The Purchase Agreement And All Other Necessary Documentation To Effectuate The Purchase By The Chairman Of The Board Of Supervisors - See Below For The Full Description  
The Purchase Of Property Known As Parcel C in part of the SE 1/4 of the NE 1/4 of Section 25, Township 83 North, Range 24 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, on the 16th day of January, 1991, and recorded in Book 9 at Page 230. AND All that part of the NE 1/4 of the NE 1/4 which lies east of the Skunk River in Sec. 25, T83N, R24W; AND the SE 1/4 of the SE 1/4 of Sec. 24, T83N, R24W; AND THE West 1 Rod of the SE 1/4 of the SW 1/4, AND Sublots 1, 2, 3 and 4 of Lot 3 AND Sublot 2 of

Lot 4 all in the W ½ of the SW ¼ of Sec. 19, T83N, R23W; AND Lots 2, 3, and 4 AND Sublots 3 and 4 of Lot 5 all in the W ½ of the NW ¼ of Sec.30, T83N, R23W of the 5th P.M., ALL in Story County, Iowa, For \$550,000.00 And Authorize The Signature Upon The Purchase Agreement And All Other Necessary Documentation To Effectuate The Purchase By The Chairman Of The Board Of Supervisors

Department Submitting Attorney's Office

Documents:

RESOLUTION 1913.PDF  
JORDAN PURCHASE AGREEMENT.PDF  
URGE MEMO JORDAN.PDF

9. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Memorandum Of Understanding (MOU) Between The City Of Ames And Story County In Regard To Justice Assistance Grant (JAG) Program Award-Doug Houghton

Department Submitting City of Ames

Documents:

2018 MOU.PDF  
2018 BYRNE GRANT SUMMARY.PDF

- II. Consideration Of Countywide Watershed Assessments - Leanne Harter And Pat Conrad  
The link to the report is here:  
<https://www.storycountyiowa.gov/DocumentCenter/View/9046/County-Wide-Watershed-Assessment--Fina-Date-19-June-2018-PDF>

Department Submitting Board of Supervisors

- III. Discussion And Consideration Of An Application For The Story County Facade Improvement Grant Program From The City Of Collins For \$9,460.00 - Leanne Harter

Department Submitting Board of Supervisors

Documents:

STORY COUNTY FACADE GRANT APP.PDF  
CLARIFICATION ON FACADE GRANT.PDF  
CLARIFICATION.PDF

- IV. Discussion And Consideration Of FY20 Funding Priorities For The ASSET Process - Deb Schildroth

Department Submitting Board of Supervisors

Documents:

PRIORITIES.PDF

10. AGENCY REPORTS:

11. DEPARTMENTAL REPORTS:

I. IRVM Quarterly Report - Joe Kooiker

Department Submitting Auditor

II. Conservation Quarterly Report - Mike Cox

Department Submitting Auditor

12. OTHER REPORTS:

13. PUBLIC FORUM #2:

Comments from the Public on Items not on this Agenda. The Board may not take any Action on the Comments due to the Requirements of the Open Meetings Law, but May Do So In the Future.

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

15. ADJOURNMENT:

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

Story County Board of Supervisors  
Meeting  
8/14/18

NAME

ADDRESS

Jerry Moore  
Todd Lindvall  
Pat Conrad  
Johy Brasden  
Kunde Pyper  
Jane Penke  
Dan Colburn  
Dustin Ingram  
Anne Joresdahl  
Deb Schildroth

PO Box  
BOS  
EOR  
Facilities MGMT.  
AEDL  
Nevada  
304 Main St. Ames  
304 Main St. Ames  
Sheriff's Office  
BOS Office

**August 2018**

# **Quarterly AEDC Update**

**WORKFORCE SOLUTIONS &  
ECONOMIC DEVELOPMENT SUPPORT**

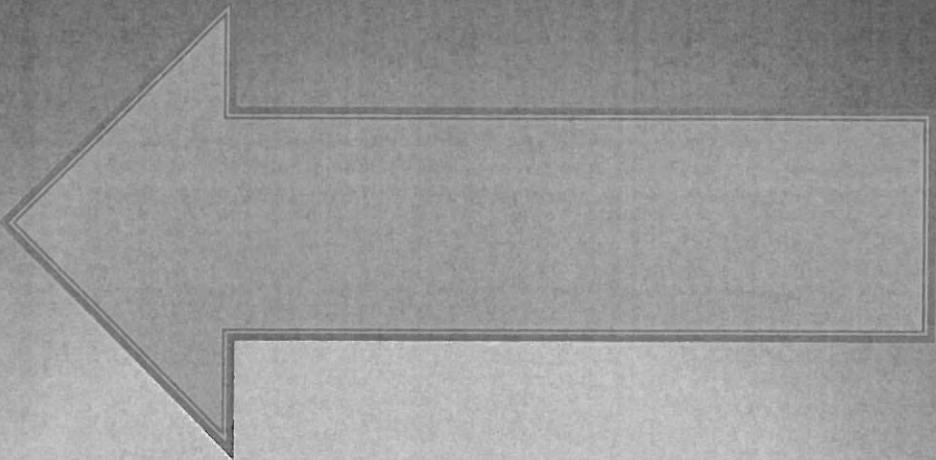
# Revenue Recap - AEDC Workforce Solutions

- ▶ **Story County** **\$40,000**
- ▶ **City of Ames** **\$15,000**
- ▶ **Private Sponsorships** **\$61,000**
  - *Ag Leader, Alliant Energy, Bethany Life, Converse Conditioned Air, Danfoss, DMACC, GlobalReach, GlobalVetLink, ISU Research Park, Kingland Systems, Kreg Tool, Mary Greeley Medical Center, REG, and Workiva*



# Story County Unemployment

- Most recent (June, 2018) at 2.0% down from 2.9% one year ago.
- Over past 12 months 1,200 jobs have been added in Story County (900 private sector)



# YTD Workforce Solutions Networking

- 302 Connections
- 91 Face to Face Visits
- 50 Different Story County Businesses



# WorkInAmes.com

# WORK in AMES.com

Your gateway to jobs in Story County, Iowa

- ▶ Year To Date Searches:  
74,985
- ▶ Facebook Likes: 1,182
- ▶ Twitter Impressions  
July: 5,071
- ▶ Registered Job Seekers:  
569
- ▶ Registered Employers:  
278
- ▶ Over 1600 Jobs Posted

**KEY STATS!**

# 2018 Summer Internship Program

**NORTH, SOUTH, EAST, WEST  
SEE YOURSELF IN AMES!**

- Average 149 registered for each event.
- Hosted DM interns at “South” event.
- Average of 18 different Story County employers represented.



# Home Base Iowa

*(refocused our efforts 9.01.2017)*

- Resumes Matched to Story County: 150
- Introduction Email Sent: 149
- Personal Note/Card Sent from AEDC: 107
- Follow Up Email & Relocation Videos: 124
- Story County Note Sent: 107
- SMART CHOICE Guide Sent: 99
- Total Story County HBI Employers: 153

ABM Feature Story Coming -  
Veteran's Day 2018



# K-12 Engagement

- ▶ The Community Academy
- ▶ Little Cyclone Workforce Academy
- ▶ Future Iowa Summit - October 9th
- ▶ AHS Career Fair - October 10<sup>th</sup>



**Marshalltown Strong! Career Fair**  
**September 20, 2018**  
**10:00 - 12:30**  
**Marshalltown Community College**



Community Venture Network • In Fill Lot Development  
• Gilbert • New Housing Subdivisions • Roland •  
Housing Rehabilitation • Commercial Development  
• Zearing • Planning • Collins • Small Business Support

**WE ARE PLEASED TO PROVIDE ECONOMIC  
DEVELOPMENT SERVICES TO THE COMMUNITIES  
UNDER 2000 IN POPULATION FOR THE  
STORY COUNTY BOARD OF SUPERVISORS**

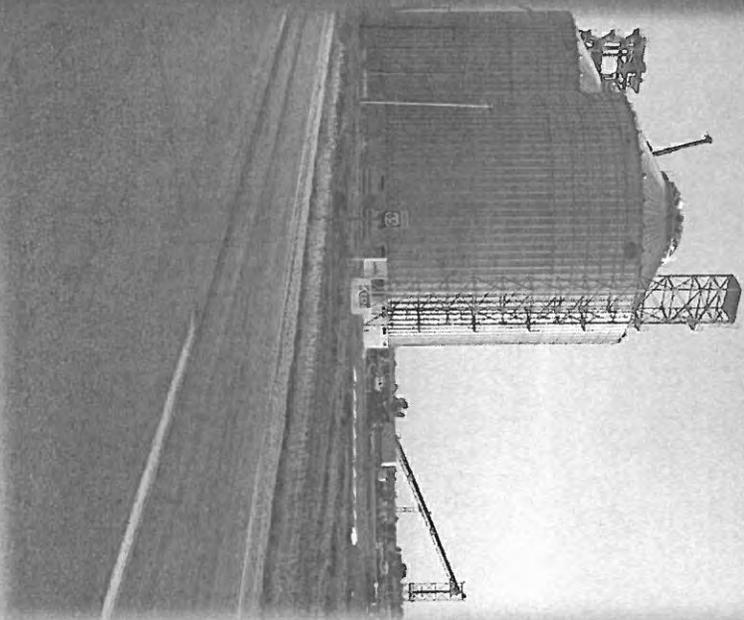
Maxwell • Façade Improvements • Cambridge • Community  
Development • Industrial Development • McCallsburg  
• Marketing Support • Colo • Funding Ideas • Kelly •  
Technical Support • Infrastructure Discussions • Slater

# Key Statistics

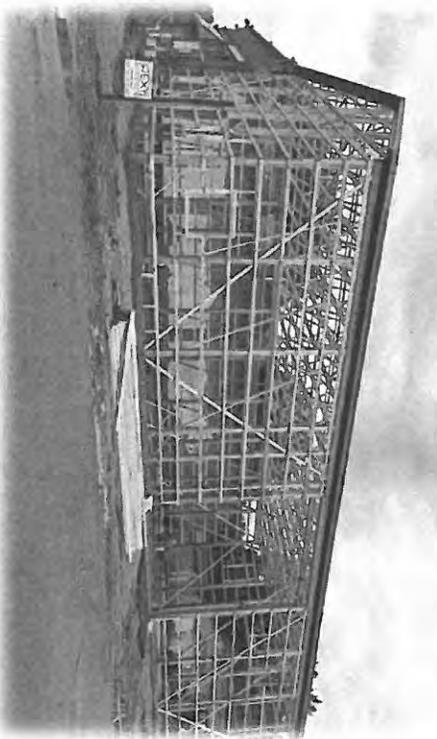
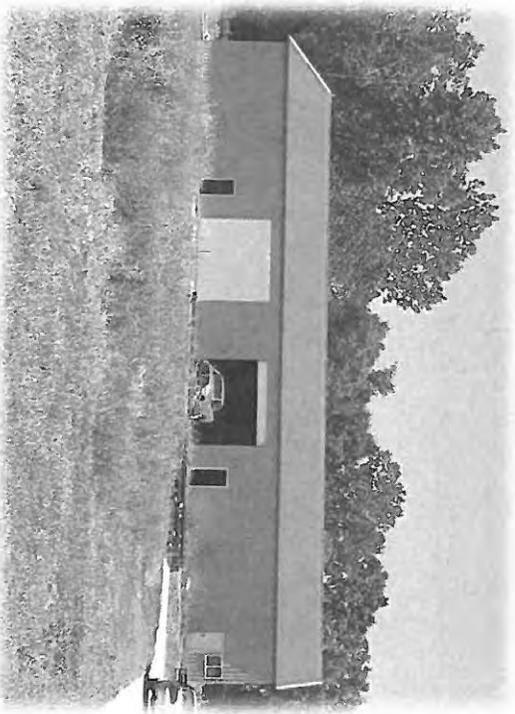
	2018 Year to Date
Total Community Contact/Connections	142
Number of Community Face to Face Visits	43
Number of Project/Development Meetings	33
Supervisor Meetings Attended	18
City Council Meetings Attended	19

# Highlights

- Catalyst building project in Cambridge
- Collins utilization of SCHTF funds
- Collins gas station project & other small business support
- Collins façade work
- Gilbert Urban Renewal work to support commercial development
- Work progressing on Zearing historic building
- Ground breaking Larson Drilling in Roland
- Pool planning project in Roland
- Expansion of residential and light industrial areas in Roland



# Things Are Happening All Over Story County!



**Thank you for allowing us to assist with this growth and development!**





# AIA® Document G701™ – 2017

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Story County Iowa Crisis Stabilization & Transitional Living Center Improvements 2018	<b>CONTRACT INFORMATION:</b> Contract For: General Construction  Date: June 4, 2018	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 1  Date: July 30, 2018
<b>OWNER:</b> <i>(Name and address)</i> Story County Board of Supervisors 900 Sixth Street Nevada, IA 50201	<b>ARCHITECT:</b> <i>(Name and address)</i> Roseland, Mackey, Harris Architects, PC  1615 Golden Aspen Drive, Suite 110 Ames, IA 50010	<b>CONTRACTOR:</b> <i>(Name and address)</i> Two Rivers Group, Inc. 1301 1 <sup>st</sup> Avenue North Altoona, IA 50009

### THE CONTRACT IS CHANGED AS FOLLOWS:

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

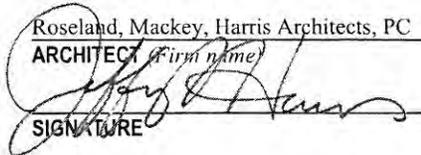
Replace Living Room floor outlets	\$2,382.36
Relocate Office return air ducts	\$512.18
Add light fixture to Drug Closet	\$562.58

The original Contract Sum was	\$	213,500.00
The net change by previously authorized Change Orders	\$	0.00
The Contract Sum prior to this Change Order was	\$	213,500.00
The Contract Sum will be increased by this Change Order in the amount of	\$	3,457.12
The new Contract Sum including this Change Order will be	\$	216,957.12

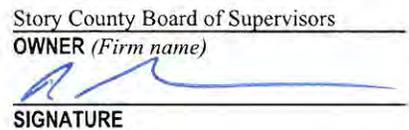
The Contract Time will be unchanged by Zero (0) days.  
The new date of Substantial Completion will be unchanged.

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

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

Roseland, Mackey, Harris Architects, PC  
**ARCHITECT** *(Firm name)*  
  
**SIGNATURE**

Two Rivers Group, Inc.  
**CONTRACTOR** *(Firm name)*  
 Arthur K Jones  
Digitally signed by Arthur K Jones  
 DN: cn=Arthur K Jones, o=Two Rivers Group, Inc,  
 email=akjones@tworiversgroup.us, c=US  
 Date: 2018.08.02 13:28:59 -0500  
**SIGNATURE**

Story County Board of Supervisors  
**OWNER** *(Firm name)*  
  
**SIGNATURE**

Jeffrey S. Harris, AIA  
**PRINTED NAME AND TITLE**  
 8/1/18  
**DATE**

Arthur K Jones, President  
**PRINTED NAME AND TITLE**  
 8/2/18  
**DATE**

*Rick Sanders Chair*  
**PRINTED NAME AND TITLE**  
 8-14-18  
**DATE**

# CERTIFICATE OF APPOINTMENT OF CIVIL PROCESS SERVER

STATE OF IOWA, STORY COUNTY, ss.

I, Paul H. Fitzgerald, Sheriff of Story County, Iowa, do hereby constitute and appoint Adam M. Packer as civil process server and do hereby authorize and empower him to do and perform in my name as such Civil Process Server, all acts and things that may lawfully be done by him as such Civil Process Server.

Given under my hand this 16<sup>th</sup> day of August, A.D. 2018

  
Paul H. Fitzgerald  
Sheriff of Story County

STATE OF IOWA, STORY COUNTY, ss.

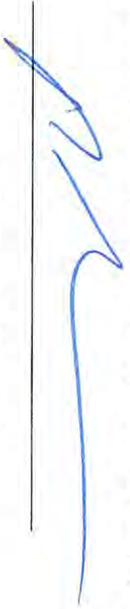
I, Adam M. Packer, having been appointed a Civil Process Server of Story County, under Paul H. Fitzgerald, Sheriff of Story County, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all the duties of the office of Story County Sheriff in Story County, Iowa, as now or hereafter required by law.

Subscribed and sworn to before me, this 16<sup>th</sup> day of August, A.D. 2018

  
Notary



Above appointment approved by the Board of Supervisors of Story County, this 14<sup>th</sup> day of August, A.D. 2018

  
Chairperson to the Board of Supervisors

# CERTIFICATE OF APPOINTMENT OF CIVIL PROCESS SERVER

STATE OF IOWA, STORY COUNTY, ss.

I, Paul H. Fitzgerald, Sheriff of Story County, Iowa, do hereby constitute and appoint Alex J. Muhlenburg as civil process server and do hereby authorize and empower him to do and perform in my name as such Civil Process Server, all acts and things that may lawfully be done by him as such Civil Process Server.

Given under my hand this 16<sup>th</sup> day of August, A.D. 2018

*Paul H. Fitzgerald*  
Paul H. Fitzgerald  
Sheriff of Story County

STATE OF IOWA, STORY COUNTY, ss.

I, Alex J. Muhlenburg, having been appointed a Civil Process Server of Story County, under Paul H. Fitzgerald, Sheriff of Story County, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all the duties of the office of Story County Sheriff in Story County, Iowa, as now or hereafter required by law.

Subscribed and sworn to before me, this 16<sup>th</sup> day of August, A.D. 2018

*Constance T. Resenda*

Notary



Above appointment approved by the Board of Supervisors of Story County, this 14<sup>th</sup> day of August, A.D. 2018

*[Signature]*

Chairperson to the Board of Supervisors

# CERTIFICATE OF APPOINTMENT OF CIVIL PROCESS SERVER

STATE OF IOWA, STORY COUNTY, ss.

I, Paul H. Fitzgerald, Sheriff of Story County, Iowa, do hereby constitute and appoint Carson J. Linkenmeyer as civil process server and do hereby authorize and empower him to do and perform in my name as such Civil Process Server, all acts and things that may lawfully be done by him as such Civil Process Server.

Given under my hand this

16<sup>th</sup>

day of

August, A.D.

2018

  
Paul H. Fitzgerald  
Sheriff of Story County

STATE OF IOWA, STORY COUNTY, ss.

I, Carson J. Linkenmeyer, having been appointed a Civil Process Server of Story County, under Paul H. Fitzgerald, Sheriff of Story County, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all the duties of the office of Story County Sheriff in Story County, Iowa, as now or hereafter required by law.

Subscribed and sworn to before me, this

16<sup>th</sup>

day of

August, A.D.

2018

  
Notary



Notary

Above appointment approved by the Board of Supervisors of Story County, this

14<sup>th</sup>

day of

August

, A.D.

2018



Chairperson to the Board of Supervisors

# CERTIFICATE OF APPOINTMENT OF CIVIL PROCESS SERVER

STATE OF IOWA, STORY COUNTY, ss.

I, Paul H. Fitzgerald, Sheriff of Story County, Iowa, do hereby constitute and appoint Cory M. Davis as civil process server and do hereby authorize and empower him to do and perform in my name as such Civil Process Server, all acts and things that may lawfully be done by him as such Civil Process Server.

Given under my hand this 16<sup>th</sup> day of August, A.D. 2018

  
Paul H. Fitzgerald  
Sheriff of Story County

STATE OF IOWA, STORY COUNTY, ss.

I, Cory M. Davis, having been appointed a Civil Process Server of Story County, under Paul H. Fitzgerald, Sheriff of Story County, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all the duties of the office of Story County Sheriff in Story County, Iowa, as now or hereafter required by law.

Subscribed and sworn to before me, this 16<sup>th</sup> day of August, A.D. 2018





Notary

Above appointment approved by the Board of Supervisors of Story County, this 14<sup>th</sup> day of August, A.D. 2018



Chairperson to the Board of Supervisors

# CERTIFICATE OF APPOINTMENT OF CIVIL PROCESS SERVER

STATE OF IOWA, STORY COUNTY, ss.

I, Paul H. Fitzgerald, Sheriff of Story County, Iowa, do hereby constitute and appoint Emily G. Carlson as civil process server and do hereby authorize and empower her to do and perform in my name as such Civil Process Server, all acts and things that may lawfully be done by her as such Civil Process Server.

Given under my hand this 10<sup>th</sup> day of August, A.D. 2018



Paul H. Fitzgerald  
Sheriff of Story County

STATE OF IOWA, STORY COUNTY, ss.

I, Emily G. Carlson, having been appointed a Civil Process Server of Story County, under Paul H. Fitzgerald, Sheriff of Story County, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all the duties of the office of Story County Sheriff in Story County, Iowa, as now or hereafter required by law.

Subscribed and sworn to before me, this 10<sup>th</sup> day of August, A.D. 2018





Notary

Above appointment approved by the Board of Supervisors of Story County, this 10<sup>th</sup> day of August, A.D. 2018



Chairperson to the Board of Supervisors

# CERTIFICATE OF APPOINTMENT OF CIVIL PROCESS SERVER

STATE OF IOWA, STORY COUNTY, ss.

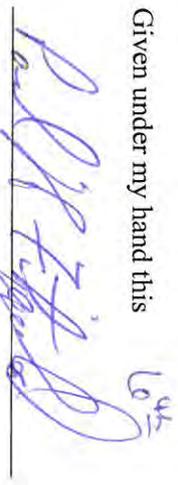
I, Paul H. Fitzgerald, Sheriff of Story County, Iowa, do hereby constitute and appoint Jade A. Robinson as civil process server and do hereby authorize and empower her to do and perform in my name as such Civil Process Server, all acts and things that may lawfully be done by her as such Civil Process Server.

Given under my hand this

10<sup>th</sup>  
day of

August, A.D.

2018

  
Paul H. Fitzgerald  
Sheriff of Story County

STATE OF IOWA, STORY COUNTY, ss.

I, Jade A. Robinson, having been appointed a Civil Process Server of Story County, under Paul H. Fitzgerald, Sheriff of Story County, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all the duties of the office of Story County Sheriff in Story County, Iowa, as now or hereafter required by law.

Subscribed and sworn to before me, this

10<sup>th</sup>

day of

August

, A.D.

2018





Notary

Above appointment approved by the Board of Supervisors of Story County, this

10<sup>th</sup>

day of

August

, A.D.

2018



Chairperson to the Board of Supervisors

# CERTIFICATE OF APPOINTMENT OF CIVIL PROCESS SERVER

STATE OF IOWA, STORY COUNTY, ss.

I, Paul H. Fitzgerald, Sheriff of Story County, Iowa, do hereby constitute and appoint Jalen E. Townsell as civil process server and do hereby authorize and empower him to do and perform in my name as such Civil Process Server, all acts and things that may lawfully be done by him as such Civil Process Server.

Given under my hand this 10<sup>th</sup> day of August, A.D. 2018

  
Paul H. Fitzgerald  
Sheriff of Story County

STATE OF IOWA, STORY COUNTY, ss.

I, Jalen E. Townsell, having been appointed a Civil Process Server of Story County, under Paul H. Fitzgerald, Sheriff of Story County, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all the duties of the office of Story County Sheriff in Story County, Iowa, as now or hereafter required by law.

Subscribed and sworn to before me, this 10<sup>th</sup> day of August, A.D. 2018

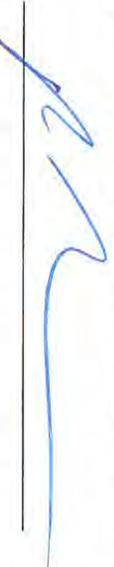




Notary

Above appointment approved by the Board of Supervisors of Story County, this

 day of August, A.D. 2018

  
Chairperson to the Board of Supervisors

# CERTIFICATE OF APPOINTMENT OF CIVIL PROCESS SERVER

STATE OF IOWA, STORY COUNTY, ss.

I, Paul H. Fitzgerald, Sheriff of Story County, Iowa, do hereby constitute and appoint Jordan N. Carman as civil process server and do hereby authorize and empower her to do and perform in my name as such Civil Process Server, all acts and things that may lawfully be done by her as such Civil Process Server.

Given under my hand this

10<sup>th</sup>

day of

August, A.D.

2018



Paul H. Fitzgerald  
Sheriff of Story County

STATE OF IOWA, STORY COUNTY, ss.

I, Jordan N. Carman, having been appointed a Civil Process Server of Story County, under Paul H. Fitzgerald, Sheriff of Story County, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all the duties of the office of Story County Sheriff in Story County, Iowa, as now or hereafter required by law.

Subscribed and sworn to before me, this

10<sup>th</sup>

day of

August, A.D.

2018



Notary



Above appointment approved by the Board of Supervisors of Story County, this

14<sup>th</sup>

day of

August

, A.D.

2018



Chairperson to the Board of Supervisors

# CERTIFICATE OF APPOINTMENT OF CIVIL PROCESS SERVER

STATE OF IOWA, STORY COUNTY, ss.

I, Paul H. Fitzgerald, Sheriff of Story County, Iowa, do hereby constitute and appoint Kathleen M. Origer as civil process server and do hereby authorize and empower her to do and perform in my name as such Civil Process Server, all acts and things that may lawfully be done by her as such Civil Process Server.

Given under my hand this

6<sup>th</sup>

day of

August, A.D.

2018

  
Paul H. Fitzgerald  
Sheriff of Story County

STATE OF IOWA, STORY COUNTY, ss.

I, Kathleen M. Origer, having been appointed a Civil Process Server of Story County, under Paul H. Fitzgerald, Sheriff of Story County, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all the duties of the office of Story County Sheriff in Story County, Iowa, as now or hereafter required by law.

Subscribed and sworn to before me, this

6<sup>th</sup>

day of

August, A.D.

2018

  
Notary



Above appointment approved by the Board of Supervisors of Story County, this

14<sup>th</sup>

day of

August,

A.D.

2018



Chairperson to the Board of Supervisors

# CERTIFICATE OF APPOINTMENT OF CIVIL PROCESS SERVER

STATE OF IOWA, STORY COUNTY, ss.

I, Paul H. Fitzgerald, Sheriff of Story County, Iowa, do hereby constitute and appoint Logan J. Powers as civil process server and do hereby authorize and empower him to do and perform in my name as such Civil Process Server, all acts and things that may lawfully be done by him as such Civil Process Server.

Given under my hand this 16<sup>th</sup> day of August, A.D. 2018

  
Paul H. Fitzgerald  
Sheriff of Story County

STATE OF IOWA, STORY COUNTY, ss.

I, Logan J. Powers, having been appointed a Civil Process Server of Story County, under Paul H. Fitzgerald, Sheriff of Story County, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all the duties of the office of Story County Sheriff in Story County, Iowa, as now or hereafter required by law.

Subscribed and sworn to before me, this 16<sup>th</sup> day of August, A.D. 2018



Notary



Above appointment approved by the Board of Supervisors of Story County, this 14<sup>th</sup> day of August, A.D. 2018



Chairperson to the Board of Supervisors

# CERTIFICATE OF APPOINTMENT OF CIVIL PROCESS SERVER

STATE OF IOWA, STORY COUNTY, ss.

I, Paul H. Fitzgerald, Sheriff of Story County, Iowa, do hereby constitute and appoint Marcel K. Grieser as civil process server and do hereby authorize and empower him to do and perform in my name as such Civil Process Server, all acts and things that may lawfully be done by him as such Civil Process Server.

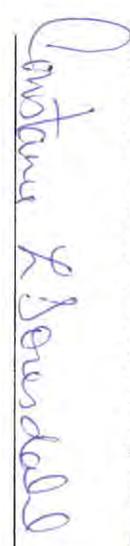
Given under my hand this 16<sup>th</sup> day of August, A.D. 2018

  
Paul H. Fitzgerald  
Sheriff of Story County

STATE OF IOWA, STORY COUNTY, ss.

I, Marcel K. Grieser, having been appointed a Civil Process Server of Story County, under Paul H. Fitzgerald, Sheriff of Story County, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all the duties of the office of Story County Sheriff in Story County, Iowa, as now or hereafter required by law.

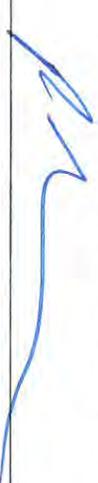
Subscribed and sworn to before me, this 16<sup>th</sup> day of August, A.D. 2018





Notary

Above appointment approved by the Board of Supervisors of Story County, this 14<sup>th</sup> day of August, A.D. 2018



Chairperson to the Board of Supervisors

# CERTIFICATE OF APPOINTMENT OF CIVIL PROCESS SERVER

STATE OF IOWA, STORY COUNTY, ss.

I, Paul H. Fitzgerald, Sheriff of Story County, Iowa, do hereby constitute and appoint Natosha M. Gardner as civil process server and do hereby authorize and empower her to do and perform in my name as such Civil Process Server, all acts and things that may lawfully be done by her as such Civil Process Server.

Given under my hand this

16<sup>th</sup>

day of

August, A.D.

2018

  
Paul H. Fitzgerald  
Sheriff of Story County

STATE OF IOWA, STORY COUNTY, ss.

I, Natosha M. Gardner, having been appointed a Civil Process Server of Story County, under Paul H. Fitzgerald, Sheriff of Story County, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all the duties of the office of Story County Sheriff in Story County, Iowa, as now or hereafter required by law.

Subscribed and sworn to before me, this

16<sup>th</sup>

day of

August, A.D.

2018



Notary



Above appointment approved by the Board of Supervisors of Story County, this

14<sup>th</sup>

day of

August

, A.D.

2018



Chairperson to the Board of Supervisors

# CERTIFICATE OF APPOINTMENT OF CIVIL PROCESS SERVER

STATE OF IOWA, STORY COUNTY, ss.

I, Paul H. Fitzgerald, Sheriff of Story County, Iowa, do hereby constitute and appoint Rebecca J. Smith as civil process server and do hereby authorize and empower her to do and perform in my name as such Civil Process Server, all acts and things that may lawfully be done by her as such Civil Process Server.

Given under my hand this 16<sup>th</sup> day of August, A.D. 2018

  
Paul H. Fitzgerald  
Sheriff of Story County

STATE OF IOWA, STORY COUNTY, ss.

I, Rebecca J. Smith, having been appointed a Civil Process Server of Story County, under Paul H. Fitzgerald, Sheriff of Story County, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all the duties of the office of Story County Sheriff in Story County, Iowa, as now or hereafter required by law.

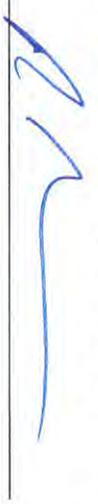
Subscribed and sworn to before me, this 16<sup>th</sup> day of August, A.D. 2018





Notary

Above appointment approved by the Board of Supervisors of Story County, this 14<sup>th</sup> day of August, A.D. 2018



Chairperson to the Board of Supervisors

# CERTIFICATE OF APPOINTMENT OF CIVIL PROCESS SERVER

STATE OF IOWA, STORY COUNTY, ss.

I, Paul H. Fitzgerald, Sheriff of Story County, Iowa, do hereby constitute and appoint Samantha L. Kunc as civil process server and do hereby authorize and empower her to do and perform in my name as such Civil Process Server, all acts and things that may lawfully be done by her as such Civil Process Server.

Given under my hand this

16<sup>th</sup>

day of

August, A.D.

2018

  
Paul H. Fitzgerald  
Sheriff of Story County

STATE OF IOWA, STORY COUNTY, ss.

I, Samantha L. Kunc, having been appointed a Civil Process Server of Story County, under Paul H. Fitzgerald, Sheriff of Story County, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all the duties of the office of Story County Sheriff in Story County, Iowa, as now or hereafter required by law.

Subscribed and sworn to before me, this

16<sup>th</sup>

day of

August

, A.D.

2018



Notary



Above appointment approved by the Board of Supervisors of Story County, this

14<sup>th</sup>

day of

August

, A.D.

2018



Chairperson to the Board of Supervisors

# CERTIFICATE OF APPOINTMENT OF CIVIL PROCESS SERVER

STATE OF IOWA, STORY COUNTY, ss.

I, Paul H. Fitzgerald, Sheriff of Story County, Iowa, do hereby constitute and appoint Molly E. Feldman as civil process server and do hereby authorize and empower her to do and perform in my name as such Civil Process Server, all acts and things that may lawfully be done by her as such Civil Process Server.

Given under my hand this

7<sup>th</sup>

day of

August, A.D.

2018



Paul H. Fitzgerald  
Sheriff of Story County

STATE OF IOWA, STORY COUNTY, ss.

I, Molly E. Feldman, having been appointed a Civil Process Server of Story County, under Paul H. Fitzgerald, Sheriff of Story County, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa, and that I will faithfully and impartially, to the best of my ability, discharge all the duties of the office of Story County Sheriff in Story County, Iowa, as now or hereafter required by law.

Subscribed and sworn to before me, this

7<sup>th</sup>

day of

August, A.D.

2018





Notary

Above appointment approved by the Board of Supervisors of Story County, this

14<sup>th</sup>

day of

August

, A.D.

2018



Chairperson to the Board of Supervisors



Combined Systems Technology, Inc.  
 2165 NW 108th Street  
 Suite D  
 Clive, IA 50325  
 (515) 270-5300

<b>Date</b>	<b>Invoice</b>
08/02/2018	127254
<b>Account</b>	
Story County Information Technology	

**Bill To:**  
 Story County Information Technology  
 Attn: Paula Habermann  
 900 6th St.  
 Nevada, IA 50201  
 United States

**Ship To**  
 Story County Information Technology  
 900 6th St.  
 Nevada, IA 50201  
 United States

<b>Due Date</b>	<b>PO Number</b>	<b>Reference</b>	
NET ON RECEIPT		Order #8991	

Products & Other Charges	Quantity	Price	Amount
<b>Billable Products &amp; Other Charges</b>			
LiebertNfinity: Liebert Essential Service Nfinity 4-16 SN# 1495742 Covers 9/1/18 - 8/31/19 Site ID 12339 24 x 7 x 4 Human Services Center	1.00	\$1,910.00	\$1,910.00
<b>Total Products &amp; Other Charges:</b>			<b>\$1,910.00</b>
Make checks payable to Combined Systems Technology, Inc.	<b>Invoice Subtotal:</b>		\$1,910.00
	<b>Sales Tax:</b>		\$0.00
	<b>Invoice Total:</b>		<b>\$1,910.00</b>
	<b>Payments:</b>		\$0.00
	<b>Credits:</b>		\$0.00
	<b>Balance Due:</b>		<b>\$1,910.00</b>

A restocking charge of up to 25% may be applied to all returned equipment or cancelled agreements. All invoices are subject to a finance charge of 1.5% per month, or 18% per annum when past due. Any account placed for collection will also incur collection fees.

NOTE: If you choose to pay by credit card, a 3.5% handling fee will be charged.

Thank you for doing business with CST! "Celebrating Over 37 Years of Technology Excellence!"

~~APPROVED~~ **DENIED**

Board Member Initials: AS

Meeting Date: 8-14-18

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

\_\_\_\_\_

\_\_\_\_\_

Nevada, Iowa  
**Story County, Iowa**  
 Lucinda Martin, Auditor

IN ACCOUNT WITH (Vendor) CST, Inc.  
 Address 2165 N.W. 108th St. Ste.D  
Des Moines, IA 50325

INVOICE DATE	INVOICE NO.	DESCRIPTION	AMOUNT
08/02/2018	127254	Maintenance for 2 UPS - Lieberts - HSC - Site ID 123339 S/N: 1495742	\$1,910.00
	127253	Lieberts - ADM - Site ID 92799 S/N: 1313932	\$1,915.00
		Maintenance Coverage 09/01/2018 - 08/31/2019	
<b>TOTAL CLAIM</b>			<b>\$3,825.00</b>

BILLS MUST BE FULLY ITEMIZED WITH  
 INVOICES ATTACHED

FOR AUDITOR'S OFFICE USE ONLY

Claim Number \_\_\_\_\_  
 Warrant Number \_\_\_\_\_  
 Date Paid \_\_\_\_\_  
 APPROVED BY BOARD OF  
 SUPERVISORS ON DATE \_\_\_\_\_

CODE NUMBER(S)	AMOUNT CLAIMED \$
Maintenance 01000-09110-444-52 2019	\$3,825.00

CLAIMANT SIGNATURE \_\_\_\_\_ (if applicable)  
 DEPARTMENT APPROVAL \_\_\_\_\_



Combined Systems Technology, Inc.  
 2165 NW 108th Street  
 Suite D  
 Clive, IA 50325  
 (515) 270-5300

<b>Date</b>	<b>Invoice</b>
08/02/2018	127253
<b>Account</b>	
Story County	

**Bill To:**  
 Story County  
 Attn: Paula Habermann  
 900 6th Street  
 Nevada, IA 50201  
 United States

**Ship To**  
 Story County  
 900 6th Street  
 Nevada, IA 50201  
 United States

<b>Due Date</b>	<b>PO Number</b>	<b>Reference</b>
NET ON RECEIPT		Order #8989

Products & Other Charges	Quantity	Price	Amount
<b>Billable Products &amp; Other Charges</b>			
LiebertNfinity: Liebert Essential Service Nfinity 4-16 SN# 1313932 Covers 9/1/18- 8/31/19 Site ID 92799 Story County Administration	1.00	\$1,915.00	\$1,915.00
<b>Total Products &amp; Other Charges:</b>			<b>\$1,915.00</b>
Make checks payable to Combined Systems Technology, Inc.	<b>Invoice Subtotal:</b>		\$1,915.00
	<b>Sales Tax:</b>		\$0.00
	<b>Invoice Total:</b>		<b>\$1,915.00</b>
	<b>Payments:</b>		\$0.00
	<b>Credits:</b>		\$0.00
<b>Balance Due:</b>		<b>\$1,915.00</b>	

A restocking charge of up to 25% may be applied to all returned equipment or cancelled agreements. All invoices are subject to a finance charge of 1.5% per month, or 18% per annum when past due. Any account placed for collection will also incur collection fees.

NOTE: If you choose to pay by credit card, a 3.5% handling fee will be charged.

Thank you for doing business with CST! "Celebrating Over 37 Years of Technology Excellence!"

**APPROVED**      **DENIED**

Board Member Initials: PH

Meeting Date: 8-14-18

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

\_\_\_\_\_

\_\_\_\_\_

BOARD OF SUPERVISORS RESOLUTION 19-16

RESOLUTION TO ABATE PROPERTY TAXES  
ON PARCEL OWNED BY  
A LITERARY, SCIENTIFIC, CHARITABLE, BENEVOLENT,  
AGRICULTURAL OR RELIGIOUS INSTITUTION OR SOCIETY

WHEREAS, the following parcel of property is currently owned by Harvest Vineyard Church, and;

WHEREAS, when Harvest Vineyard Church acquired this property there were property taxes then due and payable, and;

WHEREAS, Harvest Vineyard Church has requested that the Story County Board of Supervisors abate the currently due and payable property taxes: \$38,374.00, and;

WHEREAS, §427.3 *Code of Iowa* states that county boards of supervisors may abate such taxes, and;

WHEREAS, the Story County Board of Supervisors has determined that the above taxes should be abated;

NOW THEREFORE BE IT RESOLVED, that all currently due and payable taxes and penalties on the following described real estate are hereby abated:

#09-14-126-080

Southtown SD Lot:5 Ames

APPROVED THIS 14th DAY OF AUGUST, 2018 AT NEVADA, STORY COUNTY, IOWA.

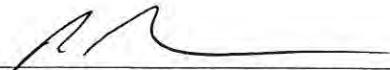
MOTION BY: Chitty SECONDED BY: Olson

THOSE VOTING AYE: Chitty, Olson, Sanders

THOSE VOTING NAY: None

THOSE NOT VOTING: None THOSE ABSENT: None

IT WAS HEREBY RESOLVED ON THE 14TH DAY OF AUGUST, 2018 AT  
NEVADA, STORY COUNTY, IOWA.

  
\_\_\_\_\_  
CHAIRPERSON, BOARD OF SUPERVISORS

  
\_\_\_\_\_  
STORY COUNTY AUDITOR

BOARD OF SUPERVISORS RESOLUTION 19-17

RESOLUTION TO ABATE PROPERTY TAXES  
ON PARCEL OWNED BY  
A LITERARY, SCIENTIFIC, CHARITABLE, BENEVOLENT,  
AGRICULTURAL OR RELIGIOUS INSTITUTION OR SOCIETY

WHEREAS, the following parcel of property is currently owned by ACCESS, The Assault Care Center Extending Shelter & Support, and;

WHEREAS, when ACCESS, The Assault Care Center Extending Shelter & Support, acquired this property there were property taxes then due and payable, and;

WHEREAS, ACCESS, The Assault Care Center Extending Shelter & Support, has requested that the Story County Board of Supervisors abate the currently due and payable property taxes: \$5,086.00, and;

WHEREAS, §427.3 *Code of Iowa* states that county boards of supervisors may abate such taxes, and;

WHEREAS, the Story County Board of Supervisors has determined that the above taxes should be abated;

NOW THEREFORE BE IT RESOLVED, that all currently due and payable taxes and penalties on the following described real estate are hereby abated:

#09-07-425-080

DAUNTLESS SD 1<sup>ST</sup> ADD LOT:15 AMES

APPROVED THIS 14TH DAY OF AUGUST, 2018 AT NEVADA, STORY COUNTY, IOWA.

MOTION BY: Chitty SECONDED BY: Olson

THOSE VOTING AYE: Chitty, Olson, Sanders

THOSE VOTING NAY: None

THOSE NOT VOTING: None THOSE ABSENT: None

IT WAS HEREBY RESOLVED ON THE 14TH DAY OF AUGUST, 2018 AT  
NEVADA, STORY COUNTY, IOWA.

  
CHAIRPERSON, BOARD OF SUPERVISORS

  
STORY COUNTY AUDITOR

Iowa Communities Assurance Pool  
5701 Greendale Road  
Johnston, IA 50131  
Member Invoice

---

Member Name: Story County  
Member Address: 900 6th Street  
City, State Zip: Nevada, IA 502010530

Effective Date: 07/01/2018  
Termination Date: 07/01/2019  
Invoice Date: 07/31/2018  
Member #: 432  
Invoice #: 35796  
Endorsement #: 2

Property	Included
<b>Total Amount Owed/Due per this Invoice:</b>	<b>\$3,096.36</b>

When you provide a check as payment, you authorize us either to use information from your check to make a one-time electronic fund transfer from your account or to process the payment as a check transaction. When we use information from your check to make an electronic fund transfer, funds may be withdrawn from your account as soon as the same day we receive your payment, and you will not receive your check back from your financial institution. If you have further questions regarding this process or do not wish to participate please call us at 515-276-7557.

## General Property Endorsement

Member Name: Story County  
 Member #: 432  
 Endorsement #: 2  
 Effective Date: 07/01/2018  
 Termination Date: 07/01/2019

In consideration of an additional contribution, it is hereby understood and agreed that the Governmental Property Agreement (GPA) is amended as follows

### Property Coverage

Action:	Transaction Type:	Effective Date:	Description:	Contribution:
Added	Building	8/1/2018	Building: Site #: 38 Building #: 84 Combined TIV: \$451,000.00 Description: Maintenance Shed Merge Endorsement Changes	\$775.57
Deleted	Building	8/1/2018	Building: Site #: 15 Building #: 30 Combined TIV: \$1,000.00 Description: Maintenance Garage Merge Endorsement Changes	-\$2.55
Deleted	Building	8/1/2018	Building: Site #: 15 Building #: 30 Combined TIV: \$88,720.62 Description: Maintenance Garage Merge Endorsement Changes	-\$226.22
Added	Additional Property Item	7/26/2018	Additional PR: Site #: 8 Building #: 3 Classification: Miscellaneous Property Scheduled Description: 2018 Caterpillar 930M Wheel Loader Value: 155,016.00 Merge Endorsement Changes	\$654.94
Added	Building	8/1/2018	Building: Site #: 39 Building #: 85 Combined TIV: \$620,200.00 Description: Maintenance Shed Merge Endorsement Changes	\$1,066.53
Modified	Building	7/24/2018	Building: Site #: 11 Building #: 25 Combined TIV: \$1,191,815.00 Description: Hazel Avel/Group Home incl Fencing Merge Endorsement Changes	\$375.94

In consideration of an additional contribution, it is hereby understood and agreed that the Governmental Property Agreement (GPA) is amended as follows

Property Coverage

Action:	Transaction Type:	Effective Date:	Description:	Contribution:
Modified	Building	7/24/2018	Building: Site #: 31 Building #: 54 Combined TIV: \$749,015.00 Description: Animal Shelter Merge Endorsement Changes	\$452.15

Total Property Coverage Contribution:	\$3,096.36
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Total Contribution - Property:	\$3,096.36
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~~APPROVED~~ DENIED

Board Member Initials: MS

Meeting Date: 8-14-13

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

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

Return to &

Prepared by Sue McCaskey, Story County Animal Control, 975 West Lincoln Way, Nevada, IA 50201 515-382-3338

## ANIMAL RESCUE SERVICE CONTRACT

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

1. Purpose:

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

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

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

- k. One letter sent to resident of said City when requested by said City and **only after prior attempts at resolution by City.**

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

**\*The City understands that all service is subject to the Animal Control Officer's availability and discretion with the expressed approval of a City Official, except in emergencies.\***

Initial here if City prefers to be notified prior to Animal Control Officer's response in non-emergency situations. If you checked the box, please provide a twenty-four (24) hour phone number: 515-343-7306.

3. Consideration: (Quarterly billing)

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

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

- a. \$50.00 per officer involved, per trip between the hours of 3:00 p.m. and 8:00 a.m., Monday through Friday, all day Saturday, Sunday and holidays.
- b. \$25.00 per trip for investigations (regardless of whether or not an animal is detained), confining an animal, and other services as needed.
- c. \$6.50 per day up to a maximum of seven (7) days per unclaimed dog for boarding and transportation costs.
- d. \$5.50 per day up to a maximum of seven (7) days per unclaimed cat for boarding and transportation costs.
- e. \$5.50 per day up to a maximum of seven (7) days per unclaimed exotic animal for boarding and transportation costs.
- f. \$10.00 per day up to a maximum of seven (7) days per unclaimed head of livestock for boarding and transportation costs. Depending on animal size, if a trailer is needed to transport an animal, add an additional \$35.00.
- g. \$15.00 for euthanasia of each unclaimed or unwanted cat not held for seven (7) days, due to sickness, injury or rabies testing.
- h. \$25.00 for euthanasia of each unclaimed or unwanted dog not held for seven (7) days, due to sickness, injury or rabies testing.
- i. \$20.00 for euthanasia of each wild animal species such as opossum, raccoon, etc.
- j. \$5.00 per day for rental of cat box trap.
- k. \$8.00 per day for rental of dog box trap.
- l. \$10.00 per citation issued at the request of said City.

- m. \$10.00 handling/transportation charge for all domestic animals held less than seven (7) days.
- n. At the discretion of said City and Animal Control, an animal may be held and boarded for less than a minimum seven (7) days if the animal is:  
Significantly sick or injured, ill-tempered or vicious, feral/wild (not adoptable, applicable to cats and dogs only), believed to have been exposed to a disease infectious to animals or humans.

4. Rescue and removal charges:

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

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

5. Recording requirements:

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

6. Termination:

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

7. Effective date:

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

8. Duration and term:

The initial term of this agreement shall be for a period of one year commencing on July 1, 2018, and terminating on June 30, 2019. In the interim we will cover your animal control needs, but this agreement shall continue on a year to year basis unless terminated by any party hereto as provided below.

9. Amendment:

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

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

Story County, Iowa

By: [Signature] 6-14-18  
Chairperson Date

City of Slater

By: [Signature] 7-26-18  
Mayor Date

ATTEST

[Signature] 8-14-18  
Auditor Date

[Signature]  
Clerk Date

Story County Animal Control

By: [Signature]  
Animal Control Director Date

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

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

**SETTING DATE AND TIME FOR PUBLIC HEARING FOR AUGUST 28, 2018, FOR AMENDING THE URBAN RENEWAL PLAN – STORY COUNTY URBAN RENEWAL AREA**

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

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

**NOW THEREFORE BE IT RESOLVED** that a public hearing date on this matter be held on the proposed amendments to the *Urban Renewal Plan – Story County Urban Renewal Area* on the 28<sup>th</sup> of August 2018, at the Story County Administration Building, Nevada, Iowa, at 10 o'clock am; and the Board of Supervisors directs the County Outreach and Special Projects Manager to post the proposed amendments on the Story County website.

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

Dated this 14<sup>th</sup> day of August 2018.

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

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

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



# AIA<sup>®</sup> Document G701<sup>™</sup> – 2017

## Change Order

**PROJECT: (Name and address)**  
Tedesco ELC - BP#1 Stream Restoration  
3410 University Blvd.,  
Ames, IA 50010

**CONTRACT INFORMATION:**  
Contract For: General Construction  
Date: July 18, 2017

**CHANGE ORDER INFORMATION:**  
Change Order Number: 003  
Date: July 19, 2018

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

**ARCHITECT: (Name and address)**  
Shive-Hattery, Inc.  
4125 Westown Parkway, Suite 100  
West Des Moines, IA 50266

**CONTRACTOR: (Name and address)**  
Peterson Contractors, Inc.  
104 Blackhawk Street  
Reinbeck, IA 50669

**THE CONTRACT IS CHANGED AS FOLLOWS:**

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

Final Quantity Adjustments and other Changes as noted below:

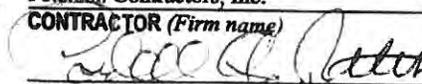
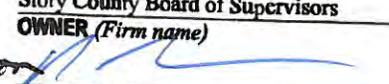
1. The quantity of Class 'D' Revetment is being adjusted to reflect the amount actually installed for the project. The actual quantity installed exceeded the original contract amount by 191.85 tons. The additional Class 'D' was installed as replacement for a portion of the field stone quantity in the bridge abutment revetment and as a temporary check dam in the stream at the downstream end of the project. This overage will be paid at the contract price for "Riffle Construction - Class 'D' Revetment", which is \$61.00/ton. 191.85 tons at \$61.00/ton is an increase of \$11,702.85.
2. The quantity of 2"-5" Gravel/Cobble material is being adjusted to reflect the amount actually installed for the project. The actual quantity installed exceeded the original contract amount by 11.01 tons. This overage will be paid at the contract price for "Riffle Construction - Gravel/Cobble", which is \$35.00/ton. 11.01 tons at \$35.00/ton is an increase of \$385.35.
3. For installation of field stone at the two pedestrian bridge abutments, a portion of the planned quantity was replaced with Class'D' Revetment due to low availability of field stone material. As a result, 118 tons of bridge abutment field stone (50% of the original plan quantity) were not installed. The contract price for the "Bridge Abutment Revetment - Field Stone" item is \$12.00/ton. -118 tons at \$12.00/ton is a decrease of \$1,416.00.
4. The quantity of field stone letdowns is being adjusted to reflect the amount actually installed for the project. The original contract called for field stone letdowns at three locations. One letdown was installed at a fourth location just upstream of the confluence, consisting of 15 additional tons of field stone. The quantity for "Letdown Construction - Field Stone" will be increased by 15 tons. The contract price for this item is \$17.00. 15 tons at \$17.00/ton is an increase of \$255.00.
5. The Owner has revised the project scope to remove the four (4) 9'x12'x6" PCC bridge approaches from the contract due to restrictions in cold weather concrete pouring. The deduct will be \$925.00 per approach for a total decrease of \$3,700.00.
6. The quantity of Erosion Control Straw Wattles is being adjusted to reflect the amount actually installed for the project. The actual quantity installed was greater than the original contract amount by 948 linear feet. The contract price for "Erosion Control, Straw Wattles" is \$2.00/LF. 948 LF at \$2.00/LF is an increase of \$1,896.00.
7. The quantity of Erosion Control Silt Fence is being adjusted to reflect the amount actually installed for the project. The actual quantity installed was less than the original contract amount by 3,550 linear feet. The contract price for "Erosion Control, Silt Fence" is \$2.00/LF. 3,550 LF at \$2.00/LF is a decrease of \$7,100.00.

8. The quantity of Erosion Control Temporary Seeding is being adjusted to reflect the amount actually installed for the project. The actual quantity installed was less than the original contract amount by 5.5 acres. The original contract quantity included acres to be used as needed for stabilization during construction to meet NPDES permit requirements or for stabilization outside seeding windows. The full quantity was not needed for these purposes. The contract price for "Erosion Control, Temporary Seeding" is \$1,000/acre. -5.5 acres at \$1,000/acre is a decrease of \$5,500.00.
9. The quantity of Erosion Control Hydromulch is being adjusted to reflect the amount actually installed for the project. The actual quantity installed was less than the original contract amount by 1.9 acres. The original contract quantity included 2.9 acres of hydromulch to be installed with the bank stabilization seeding, and 1.9 acres of hydromulch to be used if needed as temporary stabilization if grading was completed outside of the seeding window. Hydromulch was not needed as temporary stabilization, so that amount is being removed from the contract. The contract price for "Erosion Control, Hydromulch" is \$3,750/acre. -1.9 acres at \$3,750/acre is a decrease of \$7,125.00.
10. The Owner has revised the project scope to include Type 2C Temporary Rolled Erosion Control Product (straw matting) in order to address erosion on the south slope above the existing rip-rap basin for the box culvert beneath University Blvd. at the west end of the project. Due to the amount of runoff this slope receives, additional stabilization (straw matting) is needed to prevent the formation of erosion rills and provide protection to allow the seeding to become established. 48 SQ of matting will be installed. The Type 2C RECP matting will be paid at a price of \$15/SQ. 48 SQ at \$15/SQ is an increase of \$720.00.
11. Additional staking is needed along the bottom of the erosion control fiber mat. One thousand (1,000) wood stakes will be provided and installed to provide additional anchoring for the fiber mat. This work will be paid as a lump sum, and will be an increase of \$1,550.00 to the contract.

The original Contract Sum was	\$ 810,379.50
The net change by previously authorized Change Orders	\$ 61,351.25
The Contract Sum prior to this Change Order was	\$ 871,730.75
The Contract Sum will be decreased by this Change Order in the amount of	\$ 8,331.80
The new Contract Sum including this Change Order will be	\$ 863,398.95
The Contract Time will be unchanged by Zero (0) days.	
The new date of Substantial Completion will be	

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

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

<u>Shive-Hattery, Inc.</u> ARCHITECT (Firm name)  SIGNATURE <u>Luke Monat, P.E., Project Manager</u> PRINTED NAME AND TITLE <u>July 19, 2018</u> DATE	<u>Peterson Contractors, Inc.</u> CONTRACTOR (Firm name)  SIGNATURE <u>Cardell Q Peterson, President</u> PRINTED NAME AND TITLE <u>8/7/18</u> DATE	<u>Story County Board of Supervisors</u> OWNER (Firm name)  SIGNATURE <u>Rick Sanders Chair</u> PRINTED NAME AND TITLE <u>8-14-18</u> DATE
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Story County Conservation Board - McFarland Park 56461 180<sup>th</sup> St. - Ames, Iowa 50010-9451  
Phone (515) 232-2516 - Fax (515) 232-6989 - Email: [conservation@storycounty.com](mailto:conservation@storycounty.com)  
[www.storycountyconservation.org](http://www.storycountyconservation.org)

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### Memorandum

To: Story County Board of Supervisors

From: Michael D. Cox, Director

Date: August 14, 2018

Re: Consideration of Change Order No. 003 between Peterson Contractors, Inc. and Story County Conservation Board for the Tedesco Environmental Learning Corridor – Bid Package #1 Stream Restoration, for a decrease of \$8,331.80.

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Attached is the final change order for Phase 1 at Tedesco Environmental Learning Corridor. This change order will close out Phase 1 of the project and includes the following items:

1. Quantity change for Class D revetment - an increase of \$11,702.85.
2. Quantity change for cobble - an increase of \$385.35.
3. Quantity change for field stone on bridges - a decrease of \$1,416.00.
4. Quantity change for field stone letdowns - an increase of \$255.00.
5. Revised project scope to remove four PCCC bridge approaches - a decrease of \$3,700.00.
6. Quantity change for erosion control wattles - an increase of \$1,896.00.
7. Quantity change for erosion control silt fence - a decrease of \$7,100.00.
8. Quantity change for erosion control temporary seeding - a decrease of \$5,500.00
9. Quantity change for erosion control hydromulch - a decrease of \$7,125.00.
10. Revised project scope to include erosion control matting - an increase of \$720.00.
11. Additional staking along erosion control matting - an increase of \$1,550.00.

In total, this change order reflects a decrease of \$8,331.80--bringing the revised contract sum to \$863,398.95.

The Story County Conservation Board recommends your approval.

## **BUSINESS ASSOCIATE AGREEMENT**

**THIS BUSINESS ASSOCIATE AGREEMENT** (“Agreement”) is entered into by and between Central Iowa Community Services (the “Covered Entity”), and Story County (the “Business Associate”).

### **RECITALS**

**A.** Covered Entity is a health care provider subject to the Health Insurance Portability and Accountability Act of 1996, the HITECH Act, and regulations promulgated thereunder (“HIPAA”).

**B.** Business Associate, through the provision of certain services for or on behalf of the Covered Entity pursuant to a certain agreement entered into with Covered Entity for the provision by Business Associate of claims processing or administration, data analysis, processing, or administration, utilization review, quality assurance, Individual safety activities, billing, benefit management, practice management, and repricing, legal, actuarial, accounting, consulting, data aggregation, management, administrative, accreditation, or financial services or care coordination and referral for Covered Entity (the “Services Agreement”), is a “business associate” of the Covered Entity as that term is defined in 45 C.F.R. § 160.103, and is subject to the Security Rule and certain provisions of the Privacy Rule.

**C.** Covered Entity is required by HIPAA to obtain satisfactory assurances that Business Associate will appropriately safeguard all PHI and Electronic PHI disclosed by, or created or received by Business Associate on behalf of, Covered Entity.

**NOW, THEREFORE**, in consideration of entering into the Services Agreement and the mutual promises and agreements below and in order to comply with all legal requirements, the parties agree as follows:

### **I. DEFINITIONS**

**1.1** “**Agreement**” has the meaning set forth in the preamble.

**1.2** “**ARRA Breach**” has the same meaning as the term “Breach” in Section 13400(1) of the HITECH Act (i.e. 42 USCA 17921) and 45 CFR 164.402.

**1.3** “**Business Associate**” has the meaning set forth in the preamble.

**1.4** “**Covered Entity**” has the meaning set forth in the preamble.

**1.5** “**Data Aggregation**” means the combining of PHI created or received under this Agreement with the PHI Business Associate receives or creates in its arrangement with another covered entity under the Privacy Rule to permit data analysis that relate to the Health Care Operations of the covered entities.

**1.6** “**Designated Record Set**” means a group of records maintained by or for the Covered Entity that is: (i) the medical records and billing records about Individuals; (ii) the

enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or (iii) used, in whole or in part, by or for the Covered Entity to make decisions about Individuals. As used herein the term “record” means any item, collection, or grouping of information that includes PHI and is maintained, collected, used or disseminated by or for the Covered Entity.

**1.7 “Document Demand”** has the meaning set forth in Section 3.13.

**1.8 “Effective Date”** has the meaning set forth in the preamble.

**1.9 “Electronic PHI”** means information that comes within paragraphs 1(i) or 1(ii) of the definition of “PHI,” as defined in 45 C.F.R. § 160.103, limited to the information created, received, maintained or transmitted by Business Associate on behalf of Covered Entity.

**1.10 “HIPAA”** has the meaning set forth in the Recitals.

**1.11 “HITECH Act”** means Title XIII and Title IV of Division B of the American Recovery and Reinvestment Act of 2009, Public Law No. 111-5 and all regulations promulgated thereunder.

**1.12 “Individual”** means the person who is the subject of the PHI and includes a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

**1.13 “PHI”** means Protected Health Information that is provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity.

**1.14 “Privacy Rule”** means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

**1.15 “Protected Health Information”** (or “PHI”) means any information, whether transmitted or maintained in electronic, written, oral, or any other form or medium, that relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (i) identifies the Individual, or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the Individual.

**1.16 “Required by Law”** has the same meaning as the term ““required by law” in 45 C.F.R. § 164.103.

**1.17 “Secretary”** means the Secretary of the U.S. Department of Health and Human Services or his or her designee.

**1.18 “Security Incident”** has the same meaning as the term “security incident” in 45 C.F.R. § 164.304.

**1.19 “Security Rule”** means the Security Standards and Implementation Specifications at 45 C.F.R. part 160 and part 164, subpart C.

**1.20** “**Services Agreement**” has the meaning set forth in the Recitals.

**1.21** “**Unsecured PHI**” or “**Unsecured PHI**” means PHI that is not secured through the use of a technology or methodology that the Secretary specifies in guidance renders PHI unusable, unreadable, or indecipherable to unauthorized Individuals, such as the guidance set forth in 74 Fed. Reg. 19006 (April 27, 2009) and updated in 74 Fed. Reg. 42740 (August 24, 2009).

**1.22 Remaining Terms.** Capitalized terms used, but not otherwise defined, in this Agreement have the meaning ascribed to them in HIPAA, the Privacy Rule, the Security Rule or the HITECH Act.

## **II. PERMITTED USES AND DISCLOSURES OF PHI**

**2.1 Services Agreement Uses and Disclosures.** Business Associate may use or disclose PHI for purposes of performing its obligations and functions under the Services Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

**2.2 Other Permitted Uses.** If necessary, Business Associate may use PHI: (i) for the proper management and administration of the Business Associate; (ii) to carry out the legal responsibilities of the Business Associate; and (iii) for the provision of Data Aggregation services relating to the Health Care Operations of Covered Entity.

**2.3 Other Permitted Disclosures.** If necessary, Business Associate may disclose PHI for the purposes described in Section 2.2 above if: (i) the disclosure is Required by Law; or (ii) Business Associate obtains reasonable written assurance from the person or entity to whom it discloses the PHI that the PHI will remain confidential and will be used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity, and the person or entity notifies Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached.

## **III. OBLIGATIONS OF BUSINESS ASSOCIATE**

**3.1 Compliance with Privacy Rule.** Business Associate shall comply with all applicable provisions of the Privacy Rule in carrying out its obligations under the Services Agreement and this Agreement. Further, to the extent Business Associate is to carry out any of Covered Entity’s obligations under subpart E of 45 CFR 164, Business Associate agrees to comply with the requirements of such subpart that apply to Covered Entity in the performance of such obligations.

**3.2 Prohibition on Unauthorized Use or Disclosure.** Business Associate shall not use or disclose PHI except as permitted by this Agreement or as Required by Law.

**3.3 Minimum Necessary.**

**3.3.1** Business Associate shall limit its use and disclosure of PHI under this Agreement to the “minimum necessary,” as set forth in guidance that the Secretary will issue regarding what constitutes “minimum necessary” under the Privacy Rule. Until the

issuance of such guidance, Business Associate shall limit its use and disclosure of PHI, to the extent practicable, to the Limited Data Set (as that term is defined in 45 C.F.R. § 164.514(e)(2)), or, if needed, to the minimum necessary to accomplish the Business Associate's intended purpose. Business Associate may in good faith determine what constitutes the minimum necessary to accomplish the intended purpose of any disclosure of PHI.

**3.3.2** Paragraph (a) above does not apply to: (1) disclosures to or requests by a health care provider for treatment; (2) uses or disclosures made to the Individual; (3) disclosures made pursuant to an authorization as set forth in 45 C.F.R. § 164.508; (4) disclosures made to the Secretary under 45 C.F.R. part 160, subpart C; (5) uses or disclosures that are Required by Law as described in 45 C.F.R. § 164.512(a); and (6) uses or disclosures that are required for compliance with applicable requirements of the Privacy Rule.

**3.4 Safeguarding PHI; Security Regulations.** Business Associate shall use appropriate administrative, physical, and technical safeguards and comply with the Security Rule with respect to Electronic PHI to prevent the use or disclosure of PHI other than as provided for by this Agreement.

**3.5 Mitigation.** Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Security Incident or a use or disclosure of PHI by Business Associate in violation of this Agreement.

**3.6 Reporting.** In the event that Business Associate becomes aware of a use or disclosure of PHI by Business Associate that is not permitted under this Agreement, Business Associate shall report such use or disclosure to the Covered Entity promptly in writing and in any event, within 5 days of becoming aware of the use or disclosure. Business Associate agrees to report to Covered Entity in writing any Security Incident of which it becomes aware, except that, for purposes of this reporting requirement the term "Security Incident" does not include inconsequential incidents that occur on a frequent basis such as scans or "pings" that are not allowed past Business Associate's firewall. Notwithstanding this Section 3.7, the Business Associate's reporting obligations regarding any ARRA Breach are set forth in Article IV.

**3.7 Subcontractors.** Business Associate shall ensure that all subcontractors or agents of Business Associate that create, receive, maintain or transmit PHI on behalf of the Business Associate agree in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information. Business Associate shall ensure that all agents, including subcontractors, to whom it provides Electronic PHI, agree in writing to implement reasonable and appropriate safeguards to protect such Electronic PHI.

**3.8 Access.**

**3.8.1** Within twenty (20) days of a request from Covered Entity, Business Associate shall furnish the PHI contained in a Designated Record Set that will enable the Covered Entity to respond to an Individual's request for inspection or copies of PHI about the Individual pursuant to 45 CFR § 164.524.

**3.8.2** In the event an Individual requests access to PHI directly from Business Associate, Business Associate shall forward such request to the Covered Entity immediately and take no direct immediate action on any such request. If the Covered Entity determines that an Individual is to be granted access to PHI, then Business Associate shall cooperate with the Covered Entity to provide to any Individual, at the Covered Entity's direction, any PHI requested by such Individual.

### **3.9 Amendment.**

**3.9.1** If the Covered Entity requests that Business Associate amend any Individual's PHI or a record regarding an Individual contained in a Designated Record Set, then Business Associate shall provide the relevant PHI to the Covered Entity for amendment and incorporate any such amendments in the PHI as required by 45 C.F.R. §164.526.

**3.9.2** In the event an Individual requests directly to Business Associate that PHI be amended, Business Associate shall forward such request to the Covered Entity within ten (10) days of Business Associate's receipt of such request and shall take no direct immediate action on the request.

**3.10 Records Availability.** Business Associate shall make its internal practices, books and records relating to the use and disclosure of PHI available to the Secretary for purposes of determining compliance with the Privacy Rule and the Security Rule.

### **3.11 Accounting of Disclosures.**

**3.11.1** If the Covered Entity requests that Business Associate furnish an accounting of disclosures of PHI made by Business Associate regarding an Individual during the six (6) years prior to the date on which the accounting was requested, then Business Associate shall, within fifteen (15) days of such request, make available to the Covered Entity such information as is in Business Associate's possession and is required for the Covered Entity to make the accounting required by 45 C.F.R. §164.528 and future regulations to be promulgated regarding accounting of disclosures.

**3.11.2** In the event an Individual requests an accounting of disclosures directly from Business Associate, Business Associate shall within ten (10) days forward such request to the Covered Entity and shall take no direct action on the request.

### **3.12 Demands for Production of PHI.**

**3.12.1 Receipt by Business Associate.** If Business Associate receives a subpoena, civil or administrative demand, or any other demand for production of PHI (a "Document Demand"), Business Associate shall provide a copy of such Document Demand to Covered Entity within five (5) days of receipt. To the extent the PHI that is the subject of the Document Demand is in the possession of Business Associate, and a response is warranted according to the standards contained in 45 C.F.R. § 164.512(e), Business Associate shall timely respond to the Document Demand.

**3.12.2 Receipt by Covered Entity.** If Covered Entity receives a Document Demand, Business Associate shall provide to Covered Entity any PHI responsive to such Document Demand and assist and cooperate with Covered Entity in responding to such Document Demand in a timely manner and in accordance with the standards under 45 C.F.R. § 164.512(e).

**3.13 Request for Restrictions on Disclosure of PHI.** As required by Section 13405 of the HITECH Act and 45 CFR 164.522 (except as otherwise required by law), Business Associate shall comply with any request of an Individual for the Business Associate to restrict the disclosure of PHI of the Individual when the disclosure is to a health plan for purposes of carrying out payment or health care operations (and is not for purposes of carrying out treatment), and the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full.

**3.14 Remuneration for PHI.**

**3.14.1** Except as explicitly permitted in the Services Agreement and also set forth in paragraph (b) below, Business Associate shall not directly or indirectly receive remuneration in exchange for any PHI of an Individual unless the Individual provided to the Covered Entity a valid authorization in accordance with 45 C.F.R. § 164.508 that specifically authorizes the Business Associate to exchange the PHI for remuneration.

**3.14.2** Paragraph (a) above does not apply if the purpose of the exchange is: (1) for public health purposes pursuant to 45 CFR § 164.512(b) or § 164.514(e); (2) for research purposes pursuant to 45 CFR § 164.512(i) or § 164.514(e), where the only remuneration received by the Covered Entity or Business Associate is a reasonable cost-based fee to cover the cost to prepare and transmit the PHI for such purposes; (3) for treatment and payment purposes pursuant to 45 CFR § 164.506(a); (4) for the sale, transfer, merger, or consolidation of all or part of the Covered Entity and for related due diligence as described in the HIPAA definition of health care operations and pursuant to 45 CFR § 164.506(a); (5) To or by a Business Associate for activities that the Business Associate undertakes on behalf of a Covered Entity (or on behalf of a Business Associate in the case of a subcontractor), pursuant to 45 CFR §§ 164.502(e) and 164.504(e), and the only remuneration provided is by the Covered Entity to the Business Associate (or by the Business Associate to the subcontractor, if applicable), for the performance of such activities; (6) to an Individual, when the Individual requests access to his or her PHI pursuant to 45 CFR § 164.524 or when the Individual requests an accounting of disclosures pursuant to 45 CFR § 164.528; (7) for disclosures Required By Law; and (8) for any other purpose permitted by HIPAA where the only remuneration received by the Covered Entity or Business Associate is a reasonable, cost-based fee to cover the cost to prepare and transmit the PHI for such purpose or a fee expressly permitted by law.

**3.15 Marketing Restrictions.** Business associate shall ensure that any Marketing communications it makes on behalf of Covered Entity are in compliance with the rules governing marketing set forth in 45 C.F.R. 164.508(a)(3), including but not limited to the requirements that Business Associate must obtain an authorization from an Individual prior to making any marketing communication to such Individual.

**3.16 Fundraising Limitations.** Business Associate shall ensure that any fundraising communications Business Associate makes on behalf of the Covered Entity are in compliance with the rules governing fundraising communications set forth in 45 C.F.R. 164.514(f), including but not limited to the requirement that Business Associate must provide, with each fundraising communication made to an Individual, a clear and conspicuous opportunity for the recipient of the communication to elect not to receive any further fundraising communications. Business Associate shall ensure that all Individuals electing not to receive any further fundraising communications do not receive any further fundraising communications.

#### **IV. ARRA BREACH NOTIFICATION.**

**4.1 Risk Assessment by Business Associate.** If Business Associate becomes aware of a potential ARRA Breach, Business Associate shall complete a risk assessment of the potential ARRA Breach to determine whether the potential ARRA Breach is an ARRA Breach. Such risk assessment shall include at least all the factors identified in 45 CFR 164.402(2), as amended by the final rule published in the Federal Register on January 25, 2013 at 78 Fed. Reg. 5566.

**4.2 Notification to Covered Entity.** If, after completing such risk assessment, Business Associate concludes that there was an ARRA Breach, Business Associate shall notify the Covered Entity of the ARRA Breach as soon as reasonably possible, and in all cases within five (5) business days of the first day on which any employee, officer or agent of Business Associate either knows or by exercising reasonable diligence would have known that an ARRA Breach occurred. The notification to Covered Entity shall include, if known, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used or disclosed during such ARRA Breach. The notification shall also include: (a) a brief description of what happened, including the date of the ARRA Breach and the date of the discovery of the ARRA Breach, if known; (b) a description of the types of Unsecured PHI that were involved in the ARRA Breach (such as whether the full name, social security number, date of birth, home address, account number, diagnosis disability code or other types of information were involved); (c) recommended steps that Individuals should take to protect themselves from potential harm resulting from the ARRA Breach; and (d) a brief description of what the Business Associate is doing to investigate the ARRA Breach, to mitigate harm to Individuals, and to protect against any further ARRA Breaches. Business Associate shall maintain evidence to demonstrate that any required risk assessment was completed and notification to the Covered Entity under this paragraph was made unless the Business Associate determines that a delayed notice (as described in Section 4.3) applies.

**4.3 Delayed Notification to Covered Entity.** Notwithstanding Section 4.2 above, if a law enforcement official states in writing to Business Associate that the notification to Covered Entity required under Section 4.2 would impede a criminal investigation or cause damage to national security, then Business Associate may delay the notification for any period of time set forth in the written statement of the law enforcement official. If the law enforcement official provides an oral statement, then Business Associate shall document the statement in writing, including the name of the law enforcement official making the statement, and may delay the notification required under Section 4.2 for no longer than thirty (30) days from the date of the oral statement, unless the law enforcement official provides a written statement during that time that specifies a different time period. Business Associate shall be obligated to maintain evidence to

demonstrate the reason for the delayed notification and that the required notification under this paragraph was made

**4.4 Notification to Individuals, the Secretary and/or the Media.** In the event of an ARRA Breach caused by Business Associate, its agents and/or subcontractors, Business Associate shall provide assistance to Covered Entity in making all ARRA Breach notifications. To the extent Covered Entity incurs expenses and costs to comply with its notification obligations with respect to an ARRA Breach by Business Associate, its agents and/or subcontractors, in addition to any other remedies that may be available to Covered Entity under this Agreement or any applicable law, Business Associate shall reimburse Covered Entity for all costs and expenses (including attorneys' fees) incurred by Covered Entity related to providing the notifications required under 45 C.F.R. §§ 164.404, 406 and 408. Notwithstanding the foregoing, if the parties agree that Business Associate will, on behalf of Covered Entity, and within the applicable time frames required by law under 45 C.F.R. §§ 164.404, 406 and 408, prepare and send out any and all required ARRA Breach notifications to Individuals, the Secretary and/or to the media, Business Associate shall prepare and send such ARRA Breach notifications at Business Associate's sole expense and in compliance with the requirements of 45 C.F.R. 164.404, 406 and 408, as applicable. However, any ARRA Breach notifications Business Associate would prepare and send on behalf of Covered Entity shall be subject to Covered Entity's review and pre-approval before the notifications are sent. Additionally, in the event of an ARRA Breach, Business Associate agrees to pay for the credit monitoring fees for affected Individuals for a period of at least two (2) years of credit monitoring.

## **V. TERM AND TERMINATION**

**5.1 Term.** This Agreement is effective upon the effective date of the Services Agreement, and except for the rights and obligations set forth in this Agreement specifically surviving termination, shall terminate the later of the date the Services Agreement terminates or when all PHI is returned to Covered Entity or, with prior permission of Covered Entity, destroyed.

**5.2 Termination for Cause.** Notwithstanding any provision in this Agreement, Covered Entity may terminate this Agreement and the Services Agreement if Covered Entity determines, in its sole discretion, Business Associate has breached any provision of this Agreement or otherwise violated HIPAA, the Privacy Rule, the Security Rule or the HITECH Act. Covered Entity shall provide written notice to Business Associate with an opportunity for Business Associate to cure the breach or end the violation within ten (10) business days of such written notice, unless cure is not possible. If Business Associate fails to cure the breach or end the violation within the specified time period, or if cure is not possible, this Agreement and the Service Agreement shall automatically and immediately terminate, unless termination is infeasible.

**5.3 Termination after Repeated Violations.** Notwithstanding any provision in the Agreement, Covered Entity may terminate the Services Agreement and this Agreement if Covered Entity determines, in its sole discretion, that Business Associate has repeatedly breached any provision of this Agreement or otherwise violated HIPAA, the Privacy Rule, the Security Rule or the HITECH Act, irrespective of whether, or how promptly, Business Associate may remedy such violation after being notified of the same.

**5.4 Obligations Upon Termination.** Business Associate's obligations to protect the privacy and security of PHI shall be continuous and shall survive termination, cancellation, expiration or other conclusion of this Agreement or the Services Agreement. Upon termination of this Agreement, Business Associate will forward to Covered Entity, or to Covered Entity's designee, the records necessary for continued administration of Covered Entity as directed by Covered Entity. After the forwarding of said records, whatever PHI remains with Business Associate will be subject to the following:

**5.4.1** Except as provided in paragraph (b) of this Section 5.4, upon termination, cancellation, expiration or other conclusion of this Agreement, for any reason, Business Associate shall return or, if Covered Entity gives written permission, destroy, PHI in whatever form or medium and retain no copies of such PHI. Business Associate will complete such return or destruction as soon as possible, but in no event later than sixty (60) days from the date of the termination of this Agreement. Within ten (10) days of the return or destruction of all PHI by Business Associate, Business Associate shall provide written certification to Covered Entity that the return or destruction of PHI has been completed.

**5.4.2** In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

## **VI. INDEMNIFICATION; INSURANCE**

**6.1 Indemnification by Business Associate.** Business Associate will indemnify and hold harmless Covered Entity, and any affiliate, officer, director, employee or agent of Covered Entity from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any use or disclosure of PHI that violates or is not permitted by this Agreement, HIPAA, the Privacy Rule, the Security Rule or the HITECH Act, or other breach of this Agreement by Business Associate or any subcontractor or agent of Business Associate.

**6.2 Right to Tender or Undertake Defense.** If Covered Entity is named as a party in any judicial, administrative or other proceeding arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Agreement by Business Associate or any subcontractor or agent of Business Associate, Covered Entity shall have the option at any time either to: (i) tender its defense to Business Associate, in which case Business Associate will provide qualified attorneys, consultants, and other appropriate professionals to represent Covered Entity's interests at Business Associate's expense; or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Business Associate will be responsible for and pay the reasonable fees and expenses of such attorneys, consultants, and other professionals.

**6.3 Right to Control Resolution.** Covered Entity has the sole right and discretion to settle, compromise or otherwise resolve any and all claims, causes of actions, liabilities or damages against it, notwithstanding that Covered Entity may have tendered its defense to Business Associate. Any such resolution will not relieve Business Associate of its obligation to indemnify Covered Entity under this Agreement.

**6.4 Insurance.** Upon request, Business Associate shall obtain and maintain insurance coverage against improper uses and disclosures of PHI by Business Associate, naming Covered Entity as an additional named insured. Upon request, Business Associate shall provide a certificate evidencing such insurance coverage.

**6.5 Conflicts.** With respect to any breaches or violations of this Agreement, the provisions in this Section 6 supersede any inconsistent terms contained in the Services Agreement.

## **VII. GENERAL PROVISIONS**

**7.1 Effect.** The terms and provisions of this Agreement supersede any other conflicting or inconsistent terms and provisions in any agreements between the parties, including all exhibits or other attachments thereto and all documents incorporated therein by reference.

**7.2 Amendment.** Business Associate and the Covered Entity agree to amend this Agreement to the extent necessary to allow either party to comply with HIPAA, the Privacy Rule, the Security Rule, or the HITECH Act. All such amendments shall be made in a writing signed by both parties.

**7.3 No Third Party Beneficiaries.** This Agreement is intended for the benefit of Business Associate and Covered Entity only. Nothing express or implied is intended to confer or create, nor be interpreted to confer or create, any rights, remedies, obligations or liabilities to or for any third party beneficiary, including without limitation Individuals who are the subject of PHI.

**7.4 Severability.** In the event that any provision of this Agreement violates any applicable statute, ordinance, or rule of law in any jurisdiction that governs this Agreement, such provision shall be ineffective to the extent of such violation without invalidating any other provision of this Agreement.

**7.5 No Waiver.** No provision of this Agreement may be waived except by an agreement in writing signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

**7.6 Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party; provided, however, that the parties shall cooperate to assign this Agreement as appropriate if the Services Agreement is assigned.

**7.7 Relationship of the Parties.** Business Associate and Covered Entity are independent contractors and all acts performed by Business Associate are performed solely in its capacity as an independent contractor.

7.8 **Counterparts; Facsimile Signature.** This Agreement may be executed by facsimile and/or in counterparts, each of which shall be an original and all of which together shall constitute one and the same binding instrument.

7.9 **Notification**

7.9.1 **Business Associate.** To the extent notice is required to be provided by Covered Entity to Business Associate under any provision in this Agreement, notice shall be provided to:

Alissa Wignall  
[awignall@storycountyiowa.gov](mailto:awignall@storycountyiowa.gov)  
900 6<sup>th</sup> Street Nevada, IA 50201  
Fax 515-382-7206

7.9.2 **Covered Entity.** To the extent notice is required to be provided by Business Associate to Covered Entity under any provision in this Agreement, notice shall be provided to:

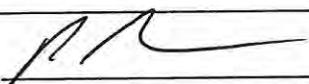
Russell Wood  
[russell.wood@cicsmhds.org](mailto:russell.wood@cicsmhds.org)  
123 1<sup>st</sup> Ave SW, (PO Box58)  
Hampton IA 50441  
641-456-2128  
Fax 641-456-2852

7.10 **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the Privacy Rule, the Security Rule, and the HITECH Act.

**INTENDING TO BE LEGALLY BOUND**, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

**BUSINESS ASSOCIATE**

**COVERED ENTITY**

By:   
Print Name: Rick Sanders  
Title: Chair BOS  
Date: 8-14-18

CENTRAL IOWA COMMUNITY SERVICES  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**STORY COUNTY SHERIFF  
SERVICE AGREEMENT  
#18-07**

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

**Definitions:**

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

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

**The United Way of Story County**, hereinafter (the "Contractor") agrees to employ the Service Provider as set forth by the terms listed in this agreement.

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

**Additional Terms**, if none then state "none":

None \_\_\_\_\_

**Terms**

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

Contractor Address:  
**United Way of Story County**  
315 Clark Avenue  
Ames, Iowa 50010  
515-268-5142

**I Description of Services**

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



**IV Duration of Agreement**

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

**V Fees**

The Contractor agrees to pay:

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

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

**VI Payment**

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

**VII Changes or Termination during the Agreement**

The parties recognize that the business of law enforcement and private interest may change. The Contractor understands that public protection or economic demands may require the Service Provider to focus resources in other areas. The Service Provider recognizes that private business may develop other needs or demands. This understanding is to ensure both parties have the ability to amend or terminate the agreement before the expiration date. The parties may amend the agreement only in writing signed by both the Contractor and the Service Provider. Termination of the agreement shall be written notice. An agreement for single or multiple events where payment has been made in advance requires 7 days notice for a full refund. All other agreements require thirty (30) days notice. During the thirty day period the parties agree to perform their respective obligations unless otherwise agreed in writing. The foregoing requirements for amendment or termination shall not apply when, in the sole discretion of the Sheriff, his deputies, agents and employees; the duties and responsibilities of the Sheriff's Office to protect and promote public safety and law enforcement require that the resources and personnel for the Sheriff's Office be redirected away from Contractor's event or venue to respond to emergency or urgent calls for assistance by any person or entity other than the Contractor. In the event that personnel or resources of the Sheriff's Office are redirected to respond to an emergency or urgent call away from Contractor's venue, or if circumstances require additional resources/personnel to maintain order and safety at the venue covered by this agreement, the parties will later endeavor to negotiate a fair and reasonable accommodation which may include but is not necessarily limited to refund of any prepaid services not delivered by the Service Provider, or additional payment from the contractor.

**VIII Confidentiality**

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

**IX Liability**

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

**X Acts of God and Acts of Others**

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

**XI Hazards**

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

**XII Inconsistent Terms**

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

**XIII Representative**

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

Service Provider Representative

Contractor Representative

**Lt. Gary Backous**

Allie Prusa

**Address:**

**Story County Sheriff  
1315 South "B" Avenue  
Nevada, IA 50201  
515-382-7457**

**United Way of Story County  
315 Clark Avenue  
Ames, Iowa 50010  
515-268-5142**

**gbackous@storycountyiowa.gov**

**Billing Address:**

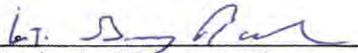
Contact Person: Same as above.  
Contractor Billing Address: Same as above

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

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

**Service Agreement Signatures**

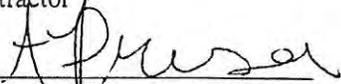
Service Provider

  
Authorized Representative

Lieutenant, Support Services  
Title

8/10/2018  
Date

Contractor

  
Authorized Representative

Marketing Director  
Title

8/10/2018  
Date

The Service Provider representative has the authority to enter this agreement as authorized by the Story County Board of Supervisors. The date of this agreement by the Board of Supervisors is 8/14/18

  
Board of Supervisors

  
Attest: Story County Auditor

(Staple attachments to back)

1-09

Permit Number 19-005

## STORY COUNTY UTILITY PERMIT

Date 8/10/18

To the Board of Supervisors, Story County, Iowa:

The Unite Private Networks, LLC Company, incorporated under the laws of Missouri, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of fiber optic cable on secondary route E 190th St. & 570th Ave., from Dayton Pkwy/N Dayton Ave intersection to 18959 570th Ave, a distance of 1.30 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

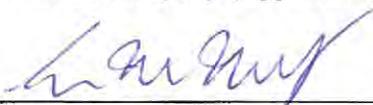
Whenever a cross road culvert or bridge is encountered along the route of the proposed cable lines, said cable shall be constructed around the ends of said cross road culvert or bridge even though this looping is not designated on the situation plans attached hereto.

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 August 6th, 2018

Unite Private Networks, LLC  
Name of Company (Applicant - Permittee)

  
by Sean Kelly  
Agent for Unite Private Networks, LLC

515-633-1510  
Phone no.

Recommended for Approval:

Date 8-10-18

  
County Engineer

515-382-7355  
Phone no.

Approved:

Date 8-14-18

  
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.**



NewCom Technologies, Inc.  
6000 Grand Avenue  
Des Moines, Iowa 50312  
800-626-6234 • 515 274-9611 (Local)  
515 274-9622 (FAX) • [newcom@newcomtech.com](mailto:newcom@newcomtech.com)

---

August 6<sup>th</sup>, 2018

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

RE: Unite Private Networks, LLC request for occupying Public Right of Way for "USCC Ring 8 Ames" in Story County.

Darren Moon,

On behalf of Unite Private Networks, LLC enclosed is the *Story County Utility Permit Application* for occupying E 190<sup>th</sup> Street and 570<sup>th</sup> Avenue in Story County.

This project shall consist of the installation of a single 1-1/4" SDR 13.5 HDPE Conduit with a single 96 count fiber optic cable.

This project begins at the intersection of Dayton Parkway and N Dayton Avenue starting at an existing handhole on the West side of N Dayton Avenue and crossing N Dayton Avenue to travel along E 190<sup>th</sup> Street then turning to run north along the West side of 570<sup>th</sup> Avenue to a proposed handhole. Please see enclosed plans for details.

I have also enclosed a DOT permit application and one copy of plans for DOT use. Upon city approval please sign the required section and forward to Kevin Schlesky at the Iowa DOT District 1. I have included a prepaid UPS package for your convenience.

Please forward to my attention upon approval of this application. If you have any questions or comments please contact me.

Respectfully Submitted,

A handwritten signature in blue ink that reads "Sean Kelly".

**Sean Kelly**  
*Sr. OSP Design Specialist/GIS Analyst*  
(515)633-1510 (direct)  
(515)274-9611 (local)  
[skelly@newcomtech.com](mailto:skelly@newcomtech.com)  
newcomtech.com

Enclosure: Set of Plans for County Use  
Story County Utility Permit Application (3 Copies)  
One Iowa DOT Application Packet

*NewCom goes the extra mile!*

# USCC RING 8

## AMES

**NewCom Technologies**  
 6000 GRAND AVENUE  
 DES MOINES, IOWA 50312  
 (515) 274-9611



7200 NE 80TH STREET, SUITE M  
 KANSAS CITY, MO 64153  
 (866) 813-3608

STORY COUNTY  
 USCC RING 8  
 AMES

NO.	DATE	ISSUED FOR REVIEW	DESIGNED BY:		DRAWN BY:		SCALE:
			BY	CHK	BY	CHK	
A	07-17-2018						

PRINTED: 07-17-2018  
 SHEET NUMBER: CP-1  
 REVISIONS

USCC - RING 8  
 COVER PAGE  
 REV: A

### GENERAL NOTES

- WITHIN THESE PLANS AND SPECIFICATIONS, "OWNER" IMPLIES UNITE PRIVATE NETWORKS, UNLESS OTHERWISE NOTED. WITHIN THESE PLANS AND SPECIFICATIONS, "ENGINEER" IMPLIES NEWCOM TECHNOLOGIES, UNLESS OTHERWISE NOTED.
- THE TERMS "CONTRACTOR" AND "S.C." REFER TO THE OWNER'S GENERAL CONTRACTOR AND THE GENERAL CONTRACTOR'S SUB-CONTRACTORS. IT IS THE GENERAL CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE DIVISION OF WORK AMONG SUB-CONTRACTORS.
- THE WORK IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR UNLESS NOTED OTHERWISE.
- THE LOCATIONS OF UNDERGROUND STRUCTURES OR FACILITIES SHOWN ON THESE PLANS ARE BASED ON AVAILABLE RECORDS AT THE TIME OF PREPARATION AND ARE NOT GUARANTEED TO BE COMPLETE OR CORRECT. THE CONTRACT MUST COMPLETE LOCATE REQUESTS 72 HOURS PRIOR TO BEGINNING OF CONSTRUCTION.  
811, OR (800) 282-8988, OR HTTP://WWW.IOWAONECALL.COM
- THE PROJECT SITE SHALL BE RESTORED TO ITS ORIGINAL CONDITION BY THE CONTRACTOR TO THE APPROVAL OF THE OWNER'S REPRESENTATIVE AND LOCAL PUBLIC JURISDICTION. RESTORATION OF VEGETATION TO PRE-EXISTING CONDITIONS AND SEEDING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. PC CONCRETE AND HOT MIX ASPHALT SHALL COMPLY WITH SUDAS OR PUBLIC JURISDICTION STANDARDS, WHICH EVER IS STRICTER.
- THE WORK DELINEATED IN THESE DRAWINGS AND DESCRIBED IN THE SPECIFICATIONS SHALL CONFORM TO CODES, STANDARDS AND REGULATIONS THAT HAVE JURISDICTION IN THE STATES OF IOWA, THE COUNTY(S) OF \_\_\_\_\_, AND THE CITY(S) OF \_\_\_\_\_.
- REQUIREMENTS AND REGULATIONS PERTAINING TO B.E. SAFETY CODES AND PRACTICES MUST BE INCORPORATED IN THE WORK EVEN THOUGH THEY MAY NOT BE LISTED INDIVIDUALLY AND SEPARATELY IN EITHER THE DRAWINGS OR SPECIFICATIONS.
- COMPARE FIELD CONDITIONS WITH ENGINEERING DRAWINGS. ANY DISCREPANCIES SHALL BE DIRECTED TO THE ENGINEER FOR CLARIFICATION PRIOR TO FABRICATION AND/OR CONSTRUCTION. SUBMIT NECESSARY SHOP DRAWINGS PRIOR TO FABRICATION FOR APPROVAL BY THE ENGINEER. NO INFORMATION OR DETAILS ON THESE SHEETS MAY BE USED WITHOUT THE PERMISSION OF THE OWNER OR THE ENGINEER.
- SAFETY MEASURES: THE CONTRACTOR SHALL BE SOLELY AND COMPLETELY RESPONSIBLE FOR THE CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF THE PERSONS AND PROPERTY AND FOR INDEPENDENT ENGINEERING REVIEW OF THESE CONDITIONS. THE ENGINEER'S JOB SITE REVIEW IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES.
- ANY AND ALL SPULCE LOCATIONS MUST CONTAIN AN 8" GROUND ROD.
- ALL NEW UNDERGROUND INSTALLATION MUST CONTAIN A #12 LOCATE WIRE
- PROVIDE TRAFFIC CONTROL IN ACCORDANCE WITH THE MUTCD.

### PROJECT INFORMATION

SITE NAME: USCC - AMES  
 SITE ADDRESS: VARIES  
 COUNTY: VARIES  
 LATITUDE: VARIES  
 LONGITUDE: VARIES  
 PROJECT DESCRIPTION:  
 1. INSTALLATION OF SINGLE 1-1/4" SDR 33.5 HDPE CONDUIT  
 2. INSTALLATION OF SINGLE 96 COUNT FIBER OPTIC CABLE

### CONTACTS

STORY COUNTY:  
 837 NORTH AVENUE  
 NEVADA, IOWA 50201  
 CONTACT: WARREN MOON  
 OFFICE: (515) 321-3336  
 EMAIL: engineweb@storycountyiowa.gov

UNITE PRIVATE NETWORKS:  
 13300 HICKMAN RD, SUITE 115  
 CLIVE, IA 50325  
 CONTACT: CLARK LUNDY  
 CELL: (515) 321-3336  
 EMAIL: clark.lundy@upnfc.com

NEWCOM TECHNOLOGIES:  
 6000 GRAND AVENUE  
 DES MOINES, IOWA 50312  
 CONTACT: SEAN KELLY  
 OFFICE: (515) 653-1510  
 EMAIL: skelly@newcomtech.com

### MATERIAL TAKE OFF

ITEM	AMOUNT
96 COUNT FIBER OPTIC CABLE	6830 L.F.
IN EXISTING CONDUIT - OTHER	0 L.F.
IN NEW CONDUIT	6830 L.F.
ON AERIAL POLES	6830 L.F.
1-1/4" SCH 13.5 HDPE CONDUIT	6830 L.F.
36" X 24" X 36" MANHOLE	0
3" X 3" X 3" MANHOLE	2
TYCO 1608 SPULCE CASE AND 8" GROUND ROD	0
PANEL	0

### RUNNING LINE

SUPPORT STRUCTURE	AMOUNT
1-1/4" HDPE CONDUIT - BORE/OPEN CUT - 2 CONDUITS	0 L.F.
1-1/4" HDPE CONDUIT - BORE/OPEN CUT - 1 CONDUIT	6830 L.F.
EXISTING CONDUIT - UPN	0 L.F.
EXISTING CONDUIT - OTHER	0 L.F.
AERIAL PLANT	0 L.F.

### PERMIT TRACKING

TRACKING #	ENTITY	TYPE	PERMIT #	STATUS
UPN-657	STORY COUNTY	RIGHT OF WAY PERMIT		

### SHEET INDEX

SHEET	SHEET DESCRIPTION
OVERVIEW	USCC - AMES - OVERVIEW - 5 PAGES
USA 01-10	USCC - AMES - FIBER ROUTE - 8 PAGES
XXX	XXX

### USCC - RING 8 GENERAL NOTES

ORIENTATION	SCALE
0713700B	8 11 X 17 "ANSI B" SIZE

### SHEET DESCRIPTION

USCC - AMES - OVERVIEW - 5 PAGES  
 USA 01-10 USCC - AMES - FIBER ROUTE - 8 PAGES  
 XXX  
 XXX  
 XXX  
 XXX

### STORY COUNTY USCC RING 8 AMES

CALL BEFORE YOU DIG  
 72 HOURS NOTICE REQUIRED  
 The utilities displayed on this drawing are in approximate locations. Unite Private Networks disclaims any responsibility for the accuracy of this information. All utilities must be verified with the proper agencies prior to any excavation.

7200 NE 86TH STREET, SUITE M  
 KANSAS CITY, MO 64153  
 (866) 813-3608

6000 GRAND AVENUE  
 DES MOINES, IOWA 50312  
 (515) 274-9611

### GENERAL INFORMATION

SITE NAME: USCC - AMES  
 SITE ADDRESS: VARIES  
 COUNTY: VARIES  
 LATITUDE: VARIES  
 LONGITUDE: VARIES  
 PROJECT DESCRIPTION:  
 1. INSTALLATION OF SINGLE 1-1/4" SDR 33.5 HDPE CONDUIT  
 2. INSTALLATION OF SINGLE 96 COUNT FIBER OPTIC CABLE

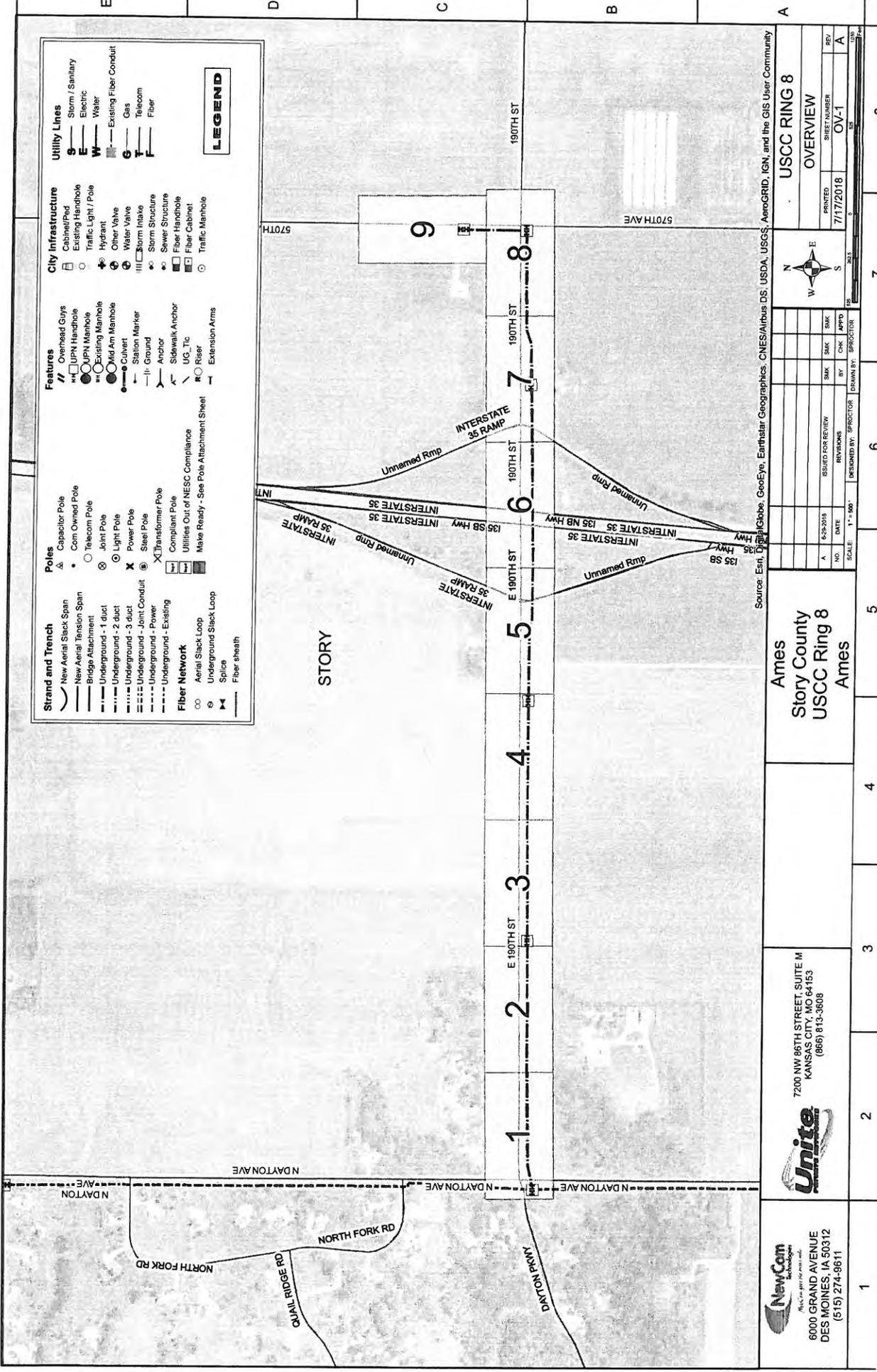
### CONTACTS

STORY COUNTY:  
 837 NORTH AVENUE  
 NEVADA, IOWA 50201  
 CONTACT: WARREN MOON  
 OFFICE: (515) 321-3336  
 EMAIL: engineweb@storycountyiowa.gov

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 13300 HICKMAN RD, SUITE 115  
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 CELL: (515) 321-3336  
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NEWCOM TECHNOLOGIES:  
 6000 GRAND AVENUE  
 DES MOINES, IOWA 50312  
 CONTACT: SEAN KELLY  
 OFFICE: (515) 653-1510  
 EMAIL: skelly@newcomtech.com

1	2	3	4	5	6	7	8				
<p>7200 NE 86TH STREET, SUITE M KANSAS CITY, MO 64153 (866) 813-3608</p> <p>6000 GRAND AVENUE DES MOINES, IOWA 50312 (515) 274-9611</p>											
<p>STORY COUNTY USCC RING 8 AMES</p> <p>CALL BEFORE YOU DIG 72 HOURS NOTICE REQUIRED The utilities displayed on this drawing are in approximate locations. Unite Private Networks disclaims any responsibility for the accuracy of this information. All utilities must be verified with the proper agencies prior to any excavation.</p>											
<p>USCC - RING 8 GENERAL NOTES</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>ORIENTATION</th> <th>SCALE</th> </tr> </thead> <tbody> <tr> <td>0713700B</td> <td>8 11 X 17 "ANSI B" SIZE</td> </tr> </tbody> </table>								ORIENTATION	SCALE	0713700B	8 11 X 17 "ANSI B" SIZE
ORIENTATION	SCALE										
0713700B	8 11 X 17 "ANSI B" SIZE										



- Strand and Trench**
- New Aerial Stack Span
  - New Aerial Tension Span
  - Bridge Attachment
  - Underground - 1 duct
  - Underground - 2 duct
  - Underground - 3 duct
  - Underground - Joint Conduit
  - Underground - Power
  - Underground - Existing
  - Aerial Stack Loop
  - Underground Stack Loop
  - Splice
  - Fiber sheath
- Poles**
- Capacitor Pole
  - Com Owned Pole
  - Telecom Pole
  - Joint Pole
  - Light Pole
  - Power Pole
  - Steel Pole
  - Transformer Pole
  - Compliant Pole
  - Utilities Out of NESC Compliance
  - Make Ready - See Pole Attachment Sheet
- Features**
- Overhead Cury
  - UPN Handhole
  - UPN Manhole
  - Existing Manhole
  - Mid Am Manhole
  - Culvert
  - Station Marker
  - Ir Ground
  - Anchor
  - Sidewalk Anchor
  - UC\_Tc
  - Riser
  - Extension Arms
- City Infrastructure**
- Cabinet/Ped
  - Existing Handhole
  - Traffic Light / Pole
  - Hydrant
  - Water Valve
  - Storm Inake
  - Storm Structure
  - Sewer Structure
  - Fiber Handhole
  - Fiber Cabinet
  - Traffic Manhole
- Utility Lines**
- Storm / Sanitary
  - Electric
  - Water
  - Existing Fiber Conduit
  - Gas
  - Telecom
  - Fiber
- LEGEND**

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Ames County  
Story Ring 8  
Ames

7200 NW 86TH STREET, SUITE M  
PLANS C 17, 180 84153  
(866) 810-3608



NewCom  
6000 GRAND AVENUE  
DES MOINES, IA 50312  
(515) 274-9611

NO.	DATE	ISSUED FOR REVIEW	BY	CHK	APPR	DESIGNED BY	PROJECTOR
A	6-29-2018						

SCALE: 1" = 500'

USCC RING 8  
OVERVIEW

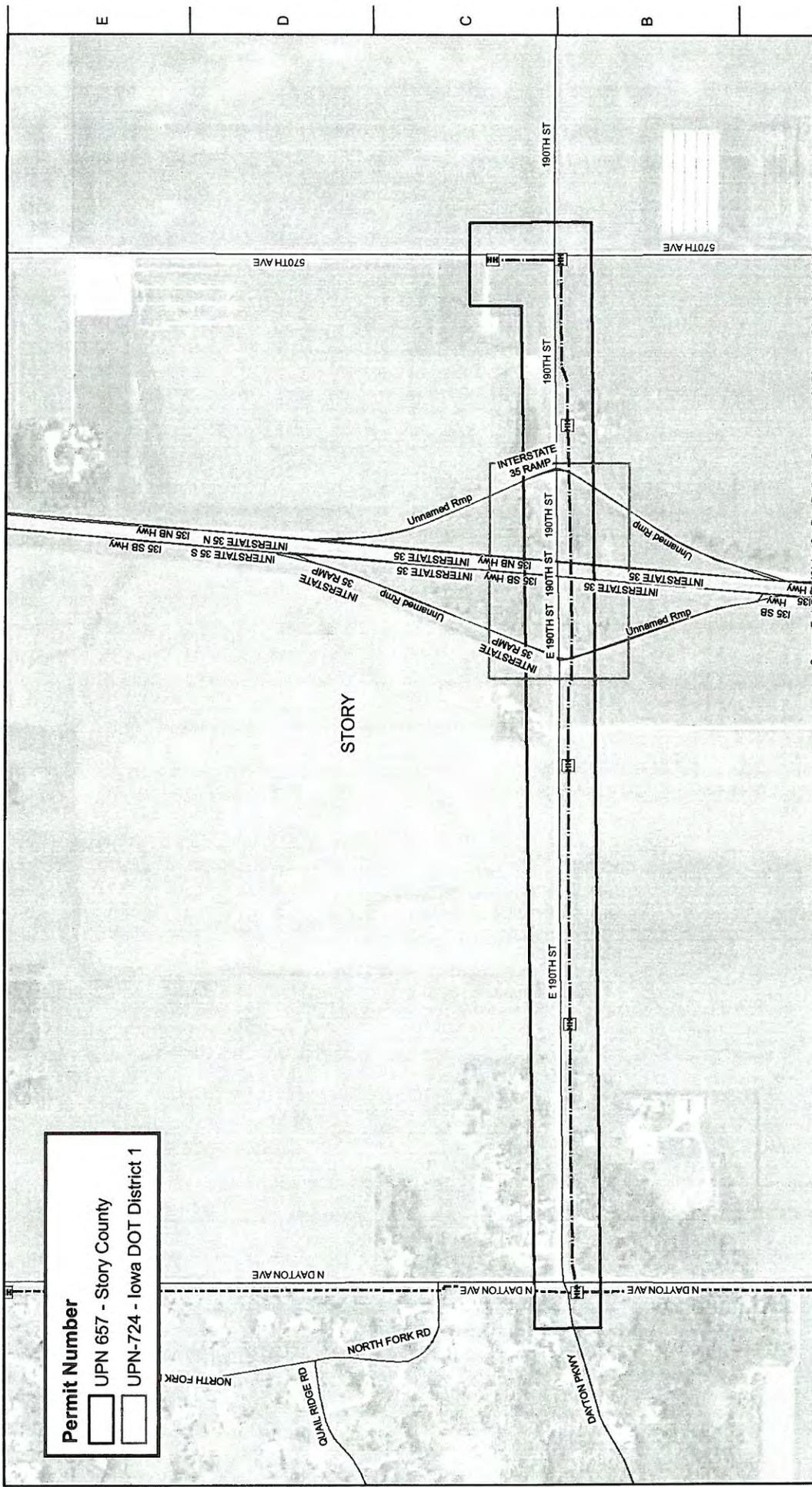
PRINTED: 7/17/2018  
SHEET NUMBER: OV-1  
REV: A



1 2 3 4 5 6 7 8

1 2 3 4 5 6 7 8

11 X 17" ANSI 8.5 SIZE



Permit Number	
<input type="checkbox"/>	UPN 657 - Story County
<input type="checkbox"/>	UPN-724 - Iowa DOT District 1

**NewCam**  
Technologies  
6000 GRAND AVENUE  
DES MOINES, IA 50312  
(515) 274-9811

**Unite**  
7200 NW 86TH STREET, SUITE M  
KANSAS CITY, MO 64153  
(866) 813-3608

**Ames**  
Story County  
USCC Ring 8  
Ames

NO.	DATE	REVISIONS	BY	CHK	APPD
A	8/29/2018	ISSUED FOR REVIEW			
SCALE: 1" = 300' DESIGNED BY: SPROCTOR    DRAWN BY: SPROCTOR					
USCC RING 8 PERMIT BOUNDARY PRINTED: 8/2/2018 SHEET NUMBER: PB-1 REV: A					

Source: Esri, DeLorme, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

## SURFACE QUALITY DATA (CL/ASCE 38-02)

**QUALITY LEVEL -- A** - EXPOSE SELECTED SUBSURFACE UTILITIES TO OBTAIN THREE-DIMENSIONAL INFORMATION. USE MINIMALLY INTRUSIVE EXCAVATION METHODS, SUCH AS VACUUM EXCAVATION. DEPICT RESULTING INFORMATION. THIS IS QUALITY LEVEL A (QL-A) INFORMATION.

**QUALITY LEVEL -- B** - USE APPROPRIATE SURFACE GEOPHYSICAL METHODS (I.E., PIPE AND CABLE LOCATORS, TERRAIN CONDUCTIVITY METHODS, RESISTIVITY MEASUREMENTS, METAL DETECTORS, GROUND PENETRATING RADAR, ETC.) TO DESIGNATE EXISTING SUBSURFACE UTILITIES OR TO TRACE A PARTICULAR UTILITY SYSTEM. THIS PROVIDES TWO-DIMENSIONAL HORIZONTAL INFORMATION. PLACE PAINT MARKS ON THE GROUND. PLACE IDENTIFICATION FLAGS OR STAKES ON THE PAINT MARKS OR CODING ON THE PAVEMENT AT 50-FOOT INTERVALS AND SURVEY TO PROJECT CONTROL. DEPICT RESULTING INFORMATION VIA COMPUTER-AIDED DESIGN AND DRAFTING (CADD) OR MANUAL PLOTTING ONTO THE CLIENT'S PLAN SHEETS, GEOGRAPHIC INFORMATION SYSTEM (GIS) DATABASES, OR OTHER APPROPRIATE DOCUMENTS. THIS IS QUALITY LEVEL B (QL-B) INFORMATION. IF REQUESTED BY THE PROJECT OWNER, ALSO PERFORM SURVEYING AND DEPICT INFORMATION ABOUT AERIAL UTILITIES

**QUALITY LEVEL -- C** - MAKE FIELD OBSERVATIONS TO IDENTIFY VISIBLE ABOVE-GROUND UTILITY FEATURES. SURVEY AND PLOT RESULTING INFORMATION. THIS IS QUALITY LEVEL C (QL-C) INFORMATION.

**QUALITY LEVEL -- D** - OBTAIN EXISTING UTILITY INFORMATION FROM OTHER SOURCES. REVIEW ALL INFORMATION THAT CAN BE OBTAINED AND PLOT IT ON A UTILITY COMPOSITE DRAWING OR EQUIVALENT. THIS IS QUALITY LEVEL D (QL-D) INFORMATION.

EXISTING SUBSURFACE UTILITY DATA (CI/ASCE 38-02)					
UTILITY	UTILITY NAME	QUALITY LEVEL A	QUALITY LEVEL B	QUALITY LEVEL C	QUALITY LEVEL D
CABLE					
ELECTRIC				X	
GAS					
SANITARY				X	
STORM				X	
WATER				X	
COMMUNICATIONS					
COMMUNICATIONS					
COMMUNICATIONS					

All pole line clearances are engineered in compliance with customer/pole owner and NESC Rule 232 clearance limits

## National Electrical Safety Code Recital

### Minimum Clearance of Communication Conductors (Local rules may differ from NESC)

Category	Description	Minimum
-1	Track rails of railroads, except overhead electrified	23.5'
-2	Roads, streets, alleys, non-residential driveways, parking lots and other areas subject to truck traffic	15.5'
-3	Residential driveways	15.5'
-4	Other land traversed by vehicles	15.5'
-5	Spaces or ways accessible to pedestrian or restricted 8' vehicle clearance	9.5'
-6	Water areas not suitable for sail boating	14'
-7	Water areas suitable for sail boating	
		- less than 20 acres
		- 20 to 200 acres
		- 200 to 2000 acres
		- Over 2000 acres

**Environmental conditions:**

The condition below which produces the largest final sag will be used  
**120° F, no wind displacement and final sag**  
 or  
**32° F, no wind displacement, final sag and ice loading, for specific zone**

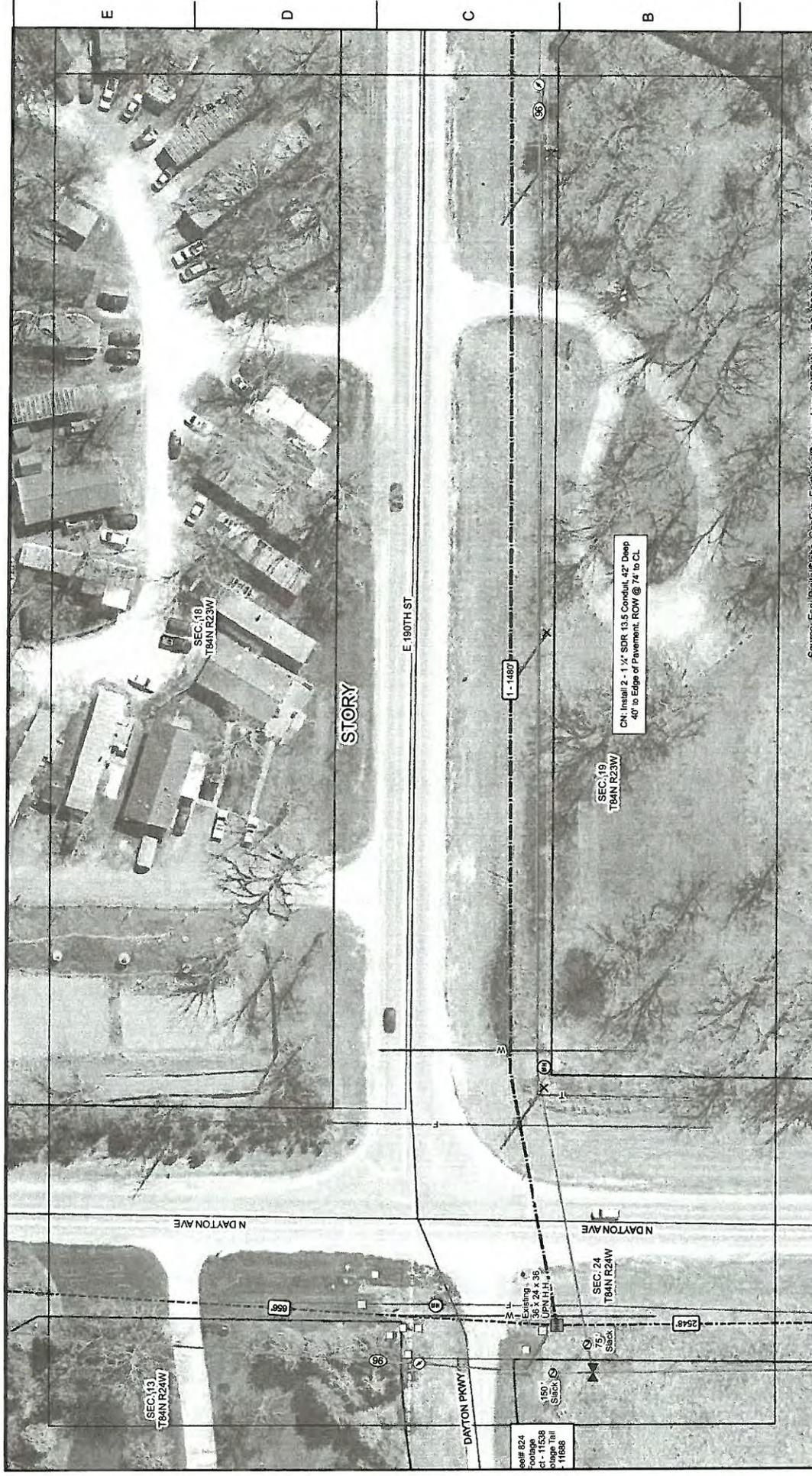


**STORY COUNTY  
USCC RING 8  
AMES**

NO.	DATE	REVISIONS	DESIGNED BY	DRAWN BY	CHECKED BY	APPROVED BY	ORIENTATION	SCALE
A	07-17-2018	ISSUED FOR REVIEW						

**USCC- RING 8**

SURFACE QUALITY DATA	
PRINTED:	07-17-2018
SHEET NUMBER:	503
DATE:	07-17-2018



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

NO.	DATE	REVISION	BY	CHK	APPD
A	6-29-2018	DESIGN FOR REVIEW	SMK	SMK	SMK
DESIGNED BY: PROJECTOR			DRAWN BY: PROJECTOR		
CHECKED BY: PROJECTOR			APPROVED BY: PROJECTOR		

SCALE: 1" = 50'

USCC RING 8  
FIELD ENGINEERING  
PRINTED: 7/17/2018  
SHEET NUMBER: Sheet 1 of 9  
JOB: A

Ames  
Story County  
USCC Ring 8  
Ames

DAYTON PKWY  
N DAYTON AVE

7200 NW 98TH STREET, SUITE M  
KANSAS CITY, MO 64153  
(866) 813-3808

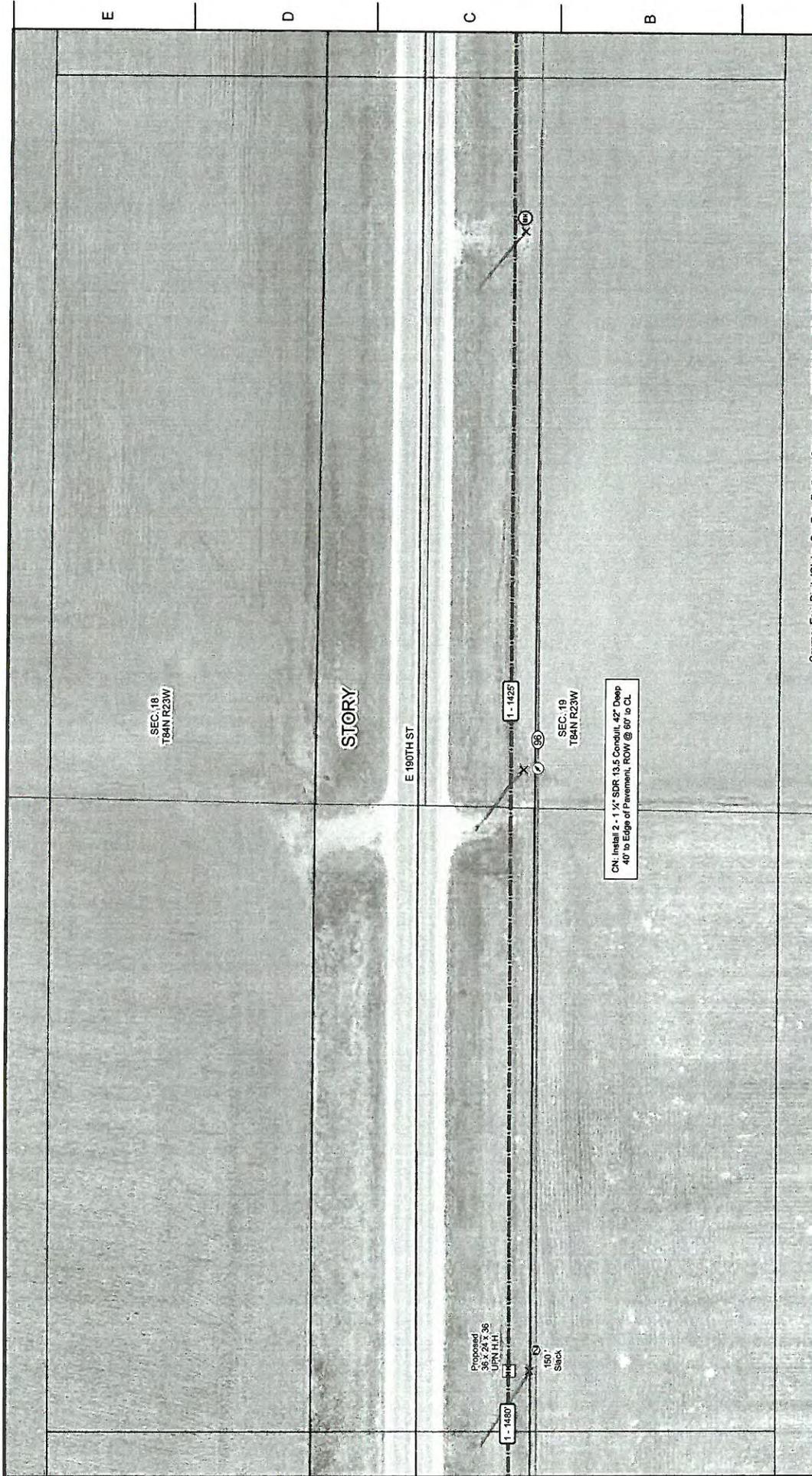
**Unite**  
UNIVERSITY OF IOWA

**NewCom**  
Technologies  
6000 GRAND AVENUE  
DES MOINES, IA 50312  
(515) 274-9611

1 2 3 4 5 6 7 8

11 X 17" ANSI B SIZE





Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Ames  
Story County  
USCC Ring 8  
Ames

7200 NW 96TH STREET, SUITE M  
KANSAS CITY, MO 64153  
(866) 813-3608

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CONSTRUCTION

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NO.	DATE	REVISIONS	BY	CHK	APPD
A	6-25-2018	ISSUED FOR REVIEW	SMK	SMK	SMK

DESIGNED BY: PROCTOR  
DRAWN BY: PROCTOR

PRINTED: 7/17/2018  
SHEET NUMBER: Sheet 3 of 9

USCC RING 8  
FIELD ENGINEERING

SCALE: 1" = 50'

11 X 17" ANSI B SIZE

E

D

C

B

A

SEC. 18  
T6AN R23W

STORY

E 190TH ST

1 - 1425

66

SEC. 19  
T6AN R23W

ON: Install 2 - 1 1/2" SDR 13.5 Conduit, 42" Deep  
40' to Edge of Pavement, ROW @ 60' to CL.

Proposed  
36" x 24" x 36"  
URN HIT

150'  
SECK

1 - 1887

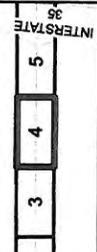
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Story County  
USCC Ring 8  
Ames

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USCC RING 8  
FIELD ENGINEERING

PRINTED	7/17/2018	REV	A
SHEET NUMBER		Sheet 4 of 9	

7/17/2018

NO.	DATE	ISSUED FOR REVIEW	BY	CHK	APPD
A	6-28-2018				

SCALE: 1" = 50'

DESIGNED BY:	DRAWN BY:	CHECKED BY:	PROJECTOR

USCC RING 8  
FIELD ENGINEERING

PRINTED	7/17/2018	REV	A
SHEET NUMBER		Sheet 4 of 9	

7/17/2018

NO.	DATE	ISSUED FOR REVIEW	BY	CHK	APPD
A	6-28-2018				

SCALE: 1" = 50'

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USCC RING 8  
FIELD ENGINEERING

PRINTED	7/17/2018	REV	A
SHEET NUMBER		Sheet 4 of 9	

7/17/2018

NO.	DATE	ISSUED FOR REVIEW	BY	CHK	APPD
A	6-28-2018				

SCALE: 1" = 50'

DESIGNED BY:	DRAWN BY:	CHECKED BY:	PROJECTOR

USCC RING 8  
FIELD ENGINEERING

PRINTED	7/17/2018	REV	A
SHEET NUMBER		Sheet 4 of 9	

7/17/2018

NO.	DATE	ISSUED FOR REVIEW	BY	CHK	APPD
A	6-28-2018				

SCALE: 1" = 50'

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USCC RING 8  
FIELD ENGINEERING

PRINTED	7/17/2018	REV	A
SHEET NUMBER		Sheet 4 of 9	

7/17/2018

NO.	DATE	ISSUED FOR REVIEW	BY	CHK	APPD
A	6-28-2018				

SCALE: 1" = 50'

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USCC RING 8  
FIELD ENGINEERING

PRINTED	7/17/2018	REV	A
SHEET NUMBER		Sheet 4 of 9	

7/17/2018

NO.	DATE	ISSUED FOR REVIEW	BY	CHK	APPD
A	6-28-2018				

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USCC RING 8  
FIELD ENGINEERING

PRINTED	7/17/2018	REV	A
SHEET NUMBER		Sheet 4 of 9	

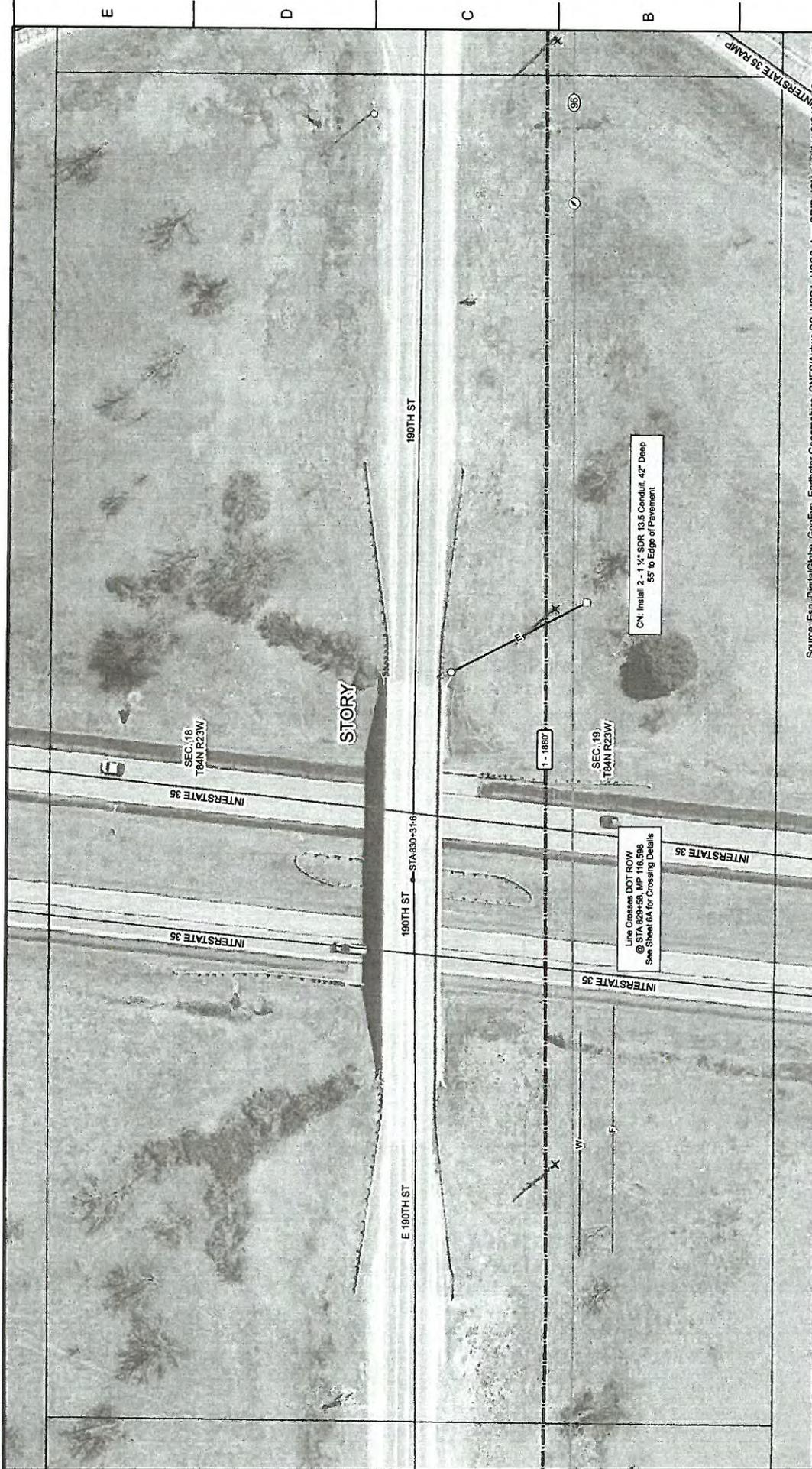
7/17/2018

NO.	DATE	ISSUED FOR REVIEW	BY	CHK	APPD
A	6-28-2018				

SCALE: 1" = 50'

DESIGNED BY:	DRAWN BY:	CHECKED BY:	PROJECTOR

11 X 17 " A8518" SIZE 8



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

USCC RING 8	
FIELD ENGINEERING	
PRINTED	7/17/2018
SHEET NUMBER	Sheet 6 of 9
REV	A

Ames  
Story County  
USCC Ring 8  
Ames

NO.	DATE	REVISION	BY	CHK	APPD	PROJECT
A	6-29-2018	ISSUED FOR REVIEW				
		REVISION				

SCALE: 1" = 50'

7200 NW 86TH STREET, SUITE M  
KANSAS CITY, MO 64153  
(866) 813-3608

**Unite**  
PERFORMANCE PARTNERSHIP

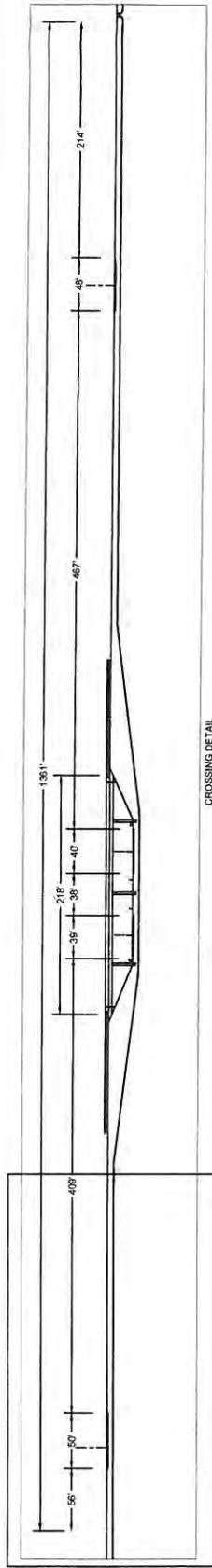
**NewCom**  
CONSTRUCTION MANAGEMENT

6000 GRAND AVENUE  
DES MOINES, IA 50312  
(515) 274-9611

1 2 3 4 5 6 7 8

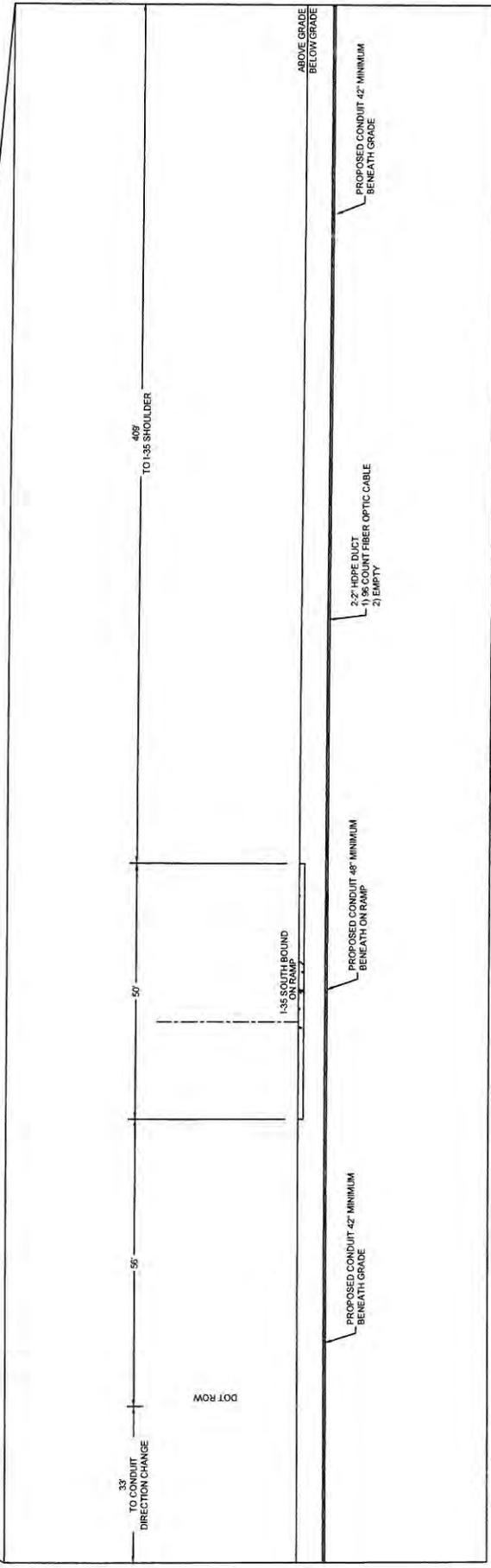
11 X 17" ANSI B SIZE

INTERSECTION OF  
INTERSTATE 35 AND  
E 190TH ST/ E 29  
FACING NORTH



CROSSING DETAIL  
SCALE: 1" = 100'

LINE CROSSED DOT  
RIGHT OF WAY AT  
MP 116.589  
R-23.0  
AND GROSSES IN  
T-84-N, R-23-W,  
NE 1/4 OF SECTION 19



CROSSING DETAIL  
SCALE: 1" = 20'

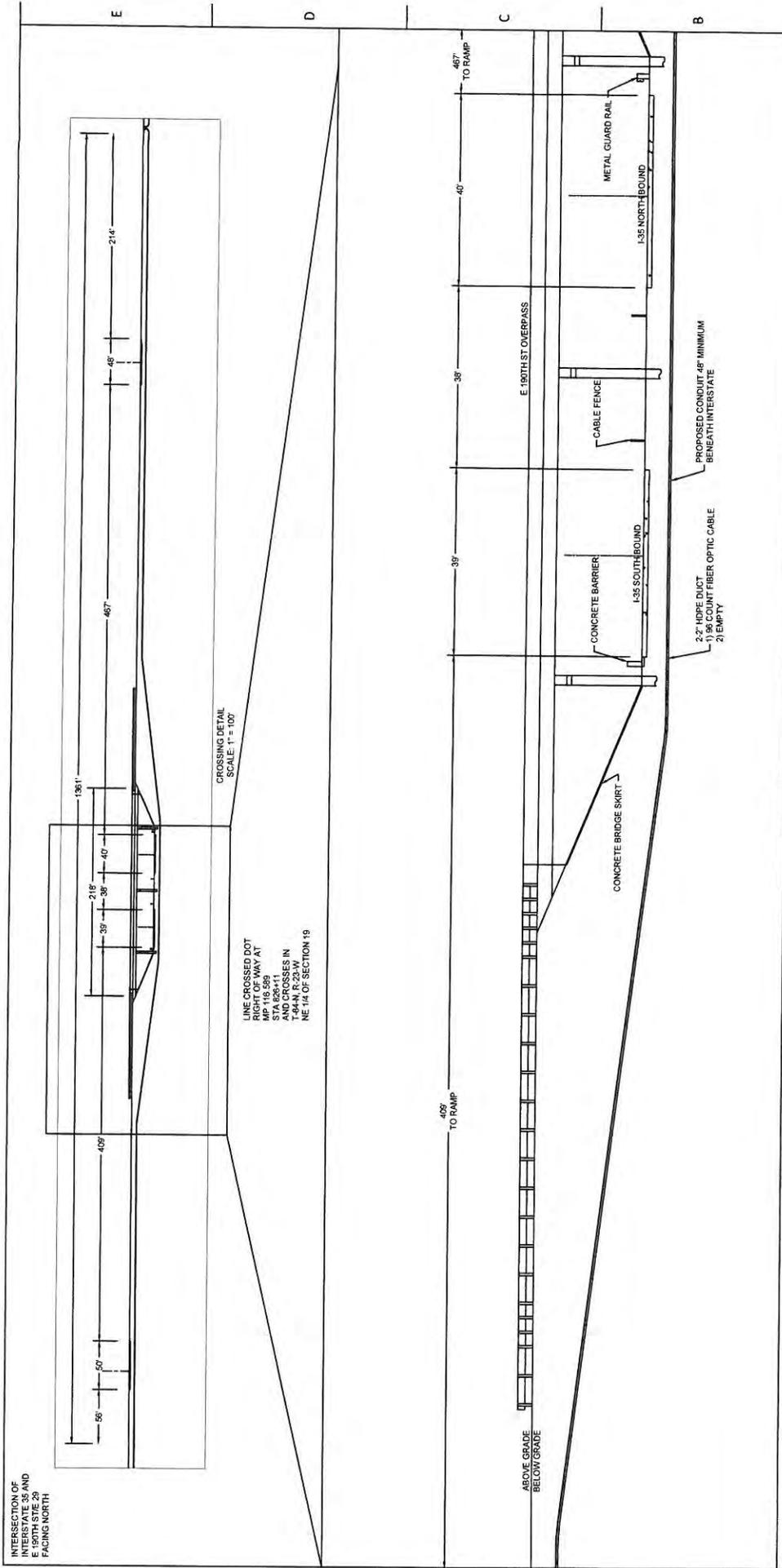
- NOTES:
1. PROPOSED FIBER OPTIC CABLE (FOC) INSTALLATION IS TO BE 86CT FOC AND IS TO BE INSTALLED WITHIN TWO (2) SDR 13.5 HDPE DUCT
  2. PROPOSED INSTALLATION OF FOC TO BE AT MINIMUM 48" BENEATH ROADWAY



STORY COUNTY  
USCC RING 8  
AMES

NO.	DATE	REVISIONS	DESIGNED BY:	SANK	DRAWN BY:	ASB	SCALE
A	7-3-2018	PERMIT DRAWING	ASB	SANK	SANK	ASB	SCALE
		REVISIONS	BY	CHK	APPD		

1-35 AND E 190TH ST CROSSING  
PERMIT DRAWING  
PRINTED: 7/2/2018  
SHEET NUMBER: 5A OF 9  
REV: A



INTERSECTION OF INTERSTATE 35 AND INTERSTATE 29 FACING NORTH

LINE CROSSED DOT  
 ROADWAY AT  
 STA 828+11  
 AND CROSSES IN  
 14'-4" R-23'W  
 NE 1/4 OF SECTION 19

CROSSING DETAIL  
 SCALE: 1" = 100'

CROSSING DETAIL  
 SCALE: 1" = 20'

- NOTES:
1. PROPOSED FIBER OPTIC CABLE (FOC) INSTALLATION IS TO BE 96CT ABOVE GRADE AND 43.5" ABOVE GRADE IN HOPE DUCT.
  2. PROPOSED INSTALLATION OF FOC TO BE AT MINIMUM 48" BENEATH ROADWAY

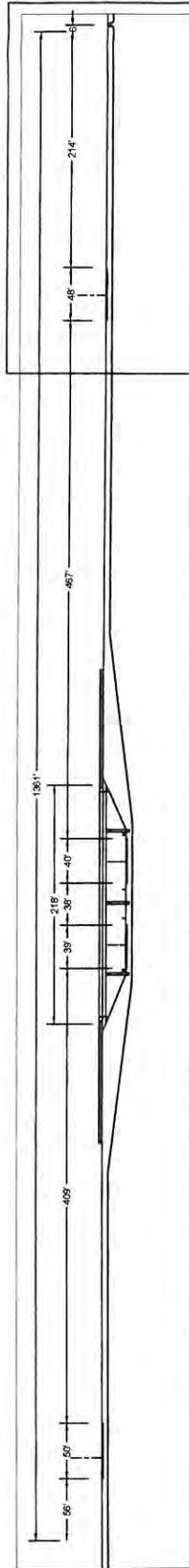
**NewCom Technologies**  
 6000 GRAND AVENUE  
 DES MOINES, IOWA 50312  
 (515) 274-9611

**Unite**  
 7200 NE 86TH STREET, SUITE 101  
 KANSAS CITY, MO 64153  
 (866) 813-3608

STORY COUNTY  
 USCC RING 8  
 AMES

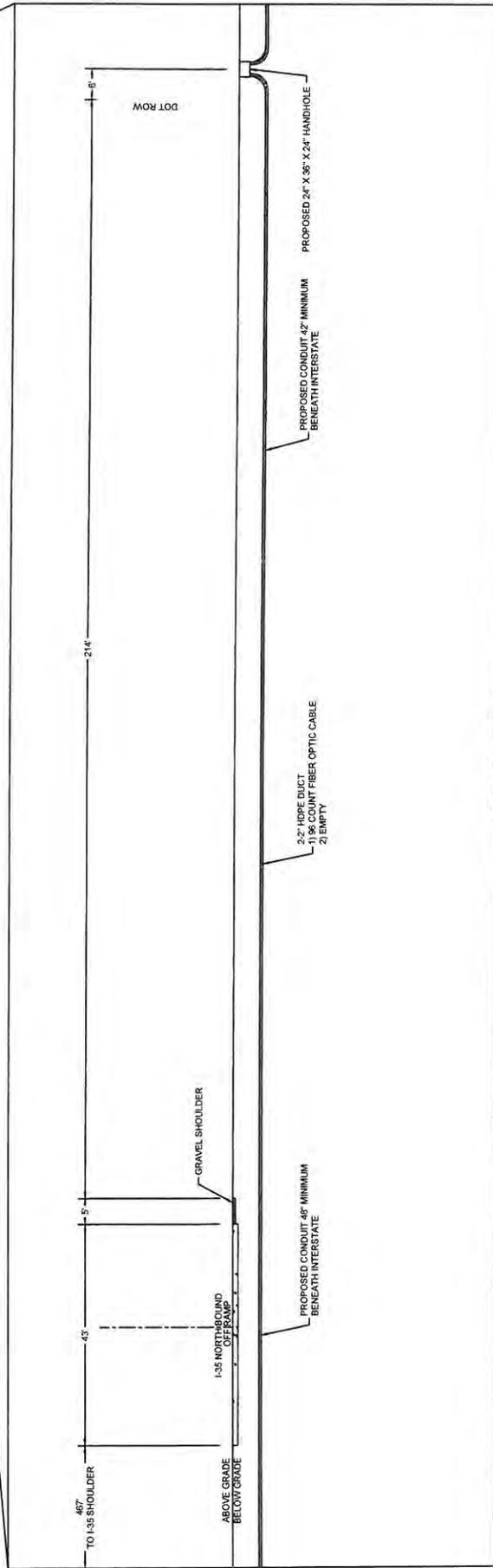
1-35 AND E 190TH ST CROSSING	
PRINTED	7/2/08
PERMIT DRAWING	BY SWE
REVISIONS	BY CHK JAP/D
NO. DATE	7-2-2008
SCALE	1" TO 20'
DESIGNED BY	SWE
DRAWN BY	AJB
DATE	7/2/08
BY	CHK JAP/D
SCALE	1" = 20'
NO.	8
OF	8
SHEET NUMBER	8
PERMIT DRAWING	11 X 17 "ANSI B" SIZE

INTERSECTION OF  
INTERSTATE 35 AND  
E 190TH ST  
FACING NORTH



CROSSING DETAIL  
SCALE: 1" = 100'

LINE CROSSED DOT  
INTERSTATE 35  
MILE 116.500  
STA 826+11  
AND CROSSES IN  
SECTION 19  
NE 1/4 OF SECTION 19



CROSSING DETAIL  
SCALE: 1" = 20'

- NOTES:
1. PROPOSED FIBER OPTIC CABLE (FOC) INSTALLATION IS TO BE 96CT BELOW FINISHED GRADE (MAY BE INSTALLED WITHIN 13.5\"/>
  2. ROADWAY INSTALLATION OF FOC TO BE AT MINIMUM 48\"/>



7200 NE 86TH STREET, SUITE 101  
KANSAS CITY, MO 64153  
(866) 313-3608

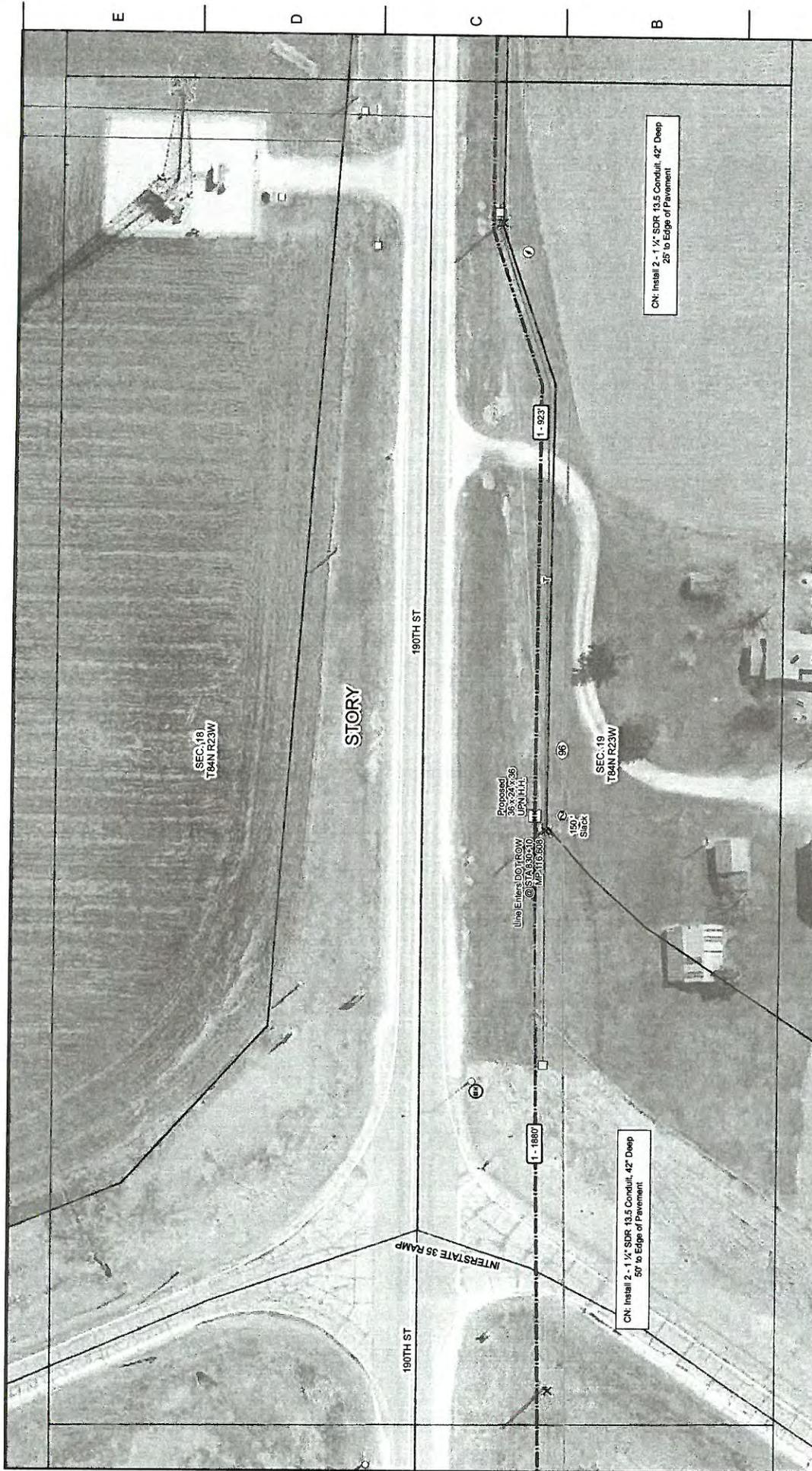
STORY COUNTY  
USCC RING 8  
AMES

NO.	DATE	BY	CHK	APP'D	ORIENTATION
A	7-2-2018	SMK	SMK	SMK	SC-09.9

DESIGNED BY	SMK	DRAWN BY	ASB	SCALE
PERMITTED BY <td>SMK</td> <td>SMK</td> <td>SMK</td> <td>SC-09.9</td>	SMK	SMK	SMK	SC-09.9

PRINTED	SHEET NUMBER	REV
7/19/2018	SC-09.9	A

1-35 AND E 190TH ST CROSSING  
PERMIT DRAWING



6000 GRAND AVENUE  
 DES MOINES, IA 50312  
 (515) 274-9611

7200 NW 96TH STREET, SUITE M  
 KANSAS CITY, MO 64153  
 (866) 813-3608

Ames County  
 Story Ring 8  
 USCC Ring 8  
 Ames

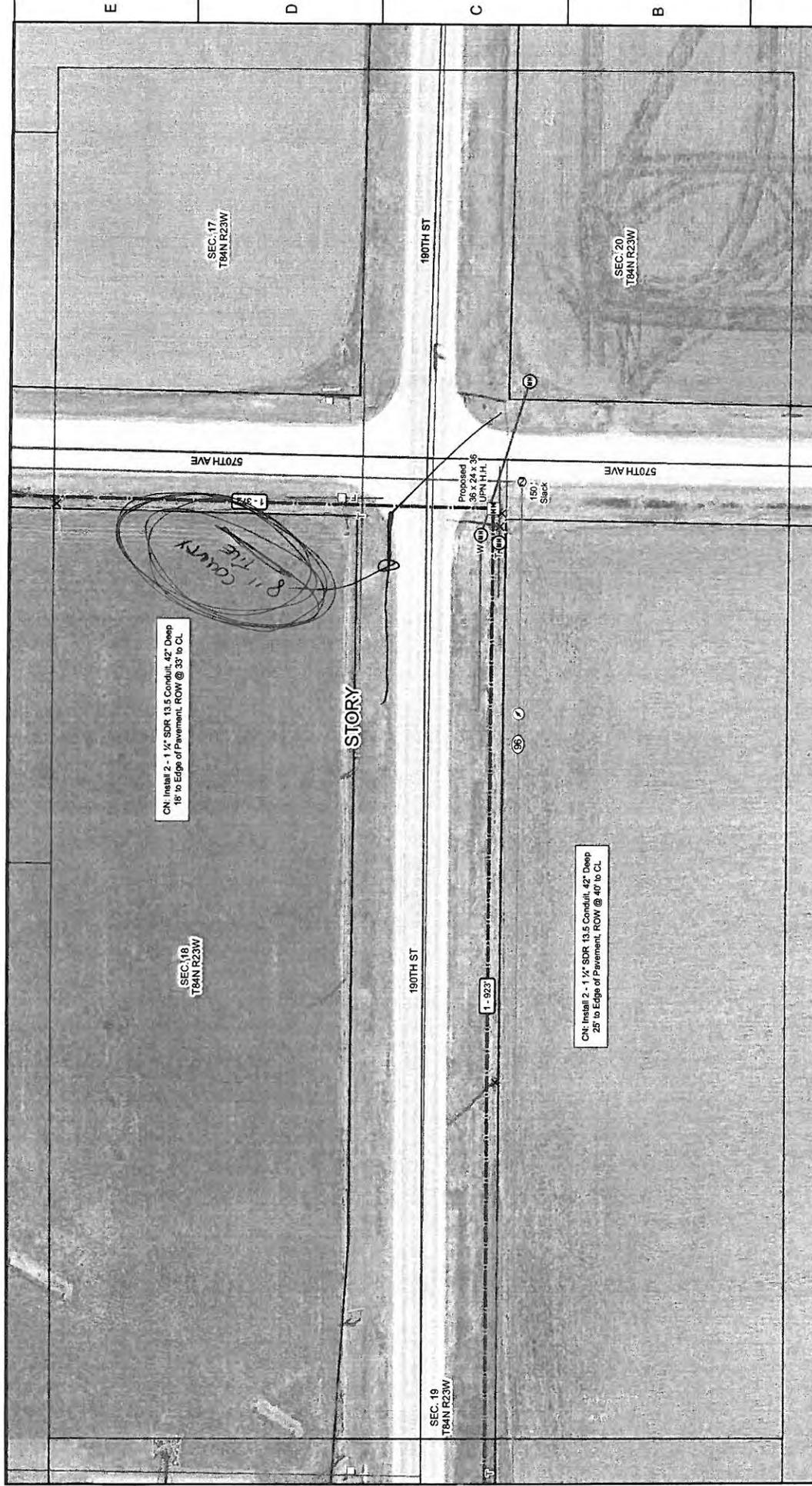
Source: ESRI, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

NO.	DATE	ISSUED FOR REVIEW	BY	CHK	APPRO
A	6-28-2018				

SCALE: 1" = 40'  
 DESIGNED BY: [REDACTED] CHECKED BY: [REDACTED]  
 DRAWN BY: [REDACTED] PROJECTOR: [REDACTED]

USCC RING 8  
 FIELD ENGINEERING  
 PRINTED: 7/17/2018  
 SHEET NUMBER: Sheet 7 of 9  
 REV: A

11 x 17" ANSI B SIZE



CN: Install 2 - 1 1/4" SDR 13.5 Conduit, 42" Deep  
16' to Edge of Pavement, ROW @ 33' to CL.

SEC. 18  
T8AN R23W

SEC. 17  
T8AN R23W

SEC. 19  
T8AN R23W

190TH ST

190TH ST

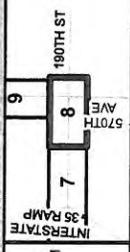
CN: Install 2 - 1 1/4" SDR 13.5 Conduit, 42" Deep  
25' to Edge of Pavement, ROW @ 40' to CL.

570TH AVE

SEC. 20  
T8AN R23W

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus/DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

Ames  
Story County  
USCC Ring 8  
Ames



7200 NW 86TH STREET, SUITE M  
KANSAS CITY, MO 64153  
(866) 813-3608



NewCom  
6000 GRAND AVENUE  
DES MOINES, IA 50312  
(515) 274-9611

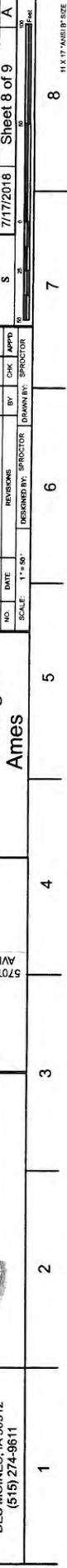


USCC RING 8  
FIELD ENGINEERING

PRINTED	7/17/2018
SHEET NUMBER	Sheet 8 of 9
REV	A

NO.	DATE	REVISIONS	BY	CHK	APPD
A	6-29-2018	ISSUED FOR REVIEW		SMK	SMK
		DESIGNED BY:	SPROCTOR		
		DRAWN BY:	SPROCTOR		

SCALE: 1" = 50'



11 X 17 ARCH D SIZE

8

7

6

5

4

3

2

1

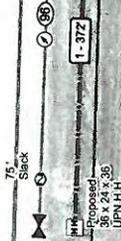
STORY

SEC. 17  
T84N R23W

570TH AVE

SEC. 18  
T84N R23W

CN Install 2 - 1 1/2" SDR 13.5 Conduit, 42" Deep  
18' to Edge of Pavement, ROW @ 33' to CL  
Place HH 37' From CL on 570th Ave



Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

NO.	DATE	ISSUED FOR REVIEW	BY	CHK	APP'D
A	6-29-2018				

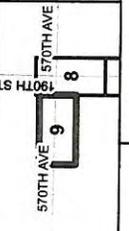
SCALE: 1" = 50'

7/17/2018

USCC RING 8  
FIELD ENGINEERING

PRINTED: 7/17/2018  
SHEET NUMBER: Sheet 9 of 9  
REV: A

Ames  
Story County  
USCC Ring 8  
Ames



7200 NIV 86TH STREET, SUITE 101  
KANSAS CITY, MO 64153  
(866) 813-3808



NewCom  
6000 GRAND AVENUE  
DES MOINES, IA 50312  
(515) 274-9611

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

WITH RENEE M. TWEED, TREASURER OF SAID COUNTY FOR THE PERIOD FROM JANUARY 1, 2018 THROUGH JUNE 30, 2018

FUNDS	AUDITOR'S LEDGER	WARRANTS	TREASURERS	ASSETS IN HAND OF COUNTY TREASURER AT CLOSE OF BUSINESS JUNE 30, 2018	CASH IN BANKS (SEE SCHEDULE BELOW)	INTEREST BEARING FUNDS	TOTAL CASH ON HAND IN BANKS	BALANCE IN DEPOSITORIES AT CLOSE OF BUSINESS JUNE 30, 2018	CASHIERS' CERTIFICATES	INTEREST IN TRANSIT CHECKS	OUTSTANDING CHECKS	DEPOSITS IN TRANSIT	TREASURERS NET BALANCE
COUNTY AUDITOR'S STATEMENT	BALANCE												
GENERAL BASIC	\$9,015,754.23	\$755,989.23	\$9,771,743.46										
GENERAL SUPPLEMENTAL	\$1,706,490.96	\$4,064.27	\$1,710,555.23										
MH-DD SERVICES	\$811,811.16	\$1,254.59	\$813,065.75										
RURAL RENEWAL PROJECTS	\$213,208.62	\$95,750.00	\$308,958.62										
URBAN BASIC SERVICES	\$979,747.18	\$13,519.67	\$993,266.85										
TAX INCREMENT FINANCING	\$266,995.31	\$0.00	\$266,995.31										
SECONDARY ROADS	\$4,656,401.80	\$287,931.75	\$4,944,333.55										
SPECIAL LAW ENFORCEMENT	\$20,943.44	\$0.00	\$20,943.44										
RESOURCES ENHANCEMENT & PROT	\$98,737.95	\$0.00	\$98,737.95										
MOTOR VEHICLE MAINTENANCE & PROT	\$3,775.00	\$0.00	\$3,775.00										
EMPLOYEE WELLNESS	\$3,779.54	\$445.89	\$4,225.43										
RECORDERS RECORDS MGMT/ELECTR FEES	\$88,345.42	\$2,500.00	\$90,845.42										
JAIL INMATE COMMISSARY	\$136,231.59	\$1,310.98	\$137,542.57										
DEBI SERVICE	\$52,933.47	\$0.00	\$52,933.47										
CAPITAL PROJECTS	\$270,272.88	\$0.00	\$270,272.88										
CAPITAL PROJECTS-SECONDARY ROAD	\$0.00	\$0.00	\$0.00										
CAPITAL PROJECTS-TIF	\$1,691,976.09	\$61,970.88	\$1,753,946.97										
SHERIFF RESERVE OFFICERS FUND	\$43,451.91	\$0.00	\$43,451.91										
CO ATTORNEY FINE COLLECTION	\$271,652.63	\$0.00	\$271,652.63										
CENTRAL IA DRUG TASK FORCE	\$43,541.29	\$7,135.83	\$50,677.12										
HOMELAND SECURITY REGION 1	\$23,006.85	\$0.00	\$23,006.85										
DRUG ENDANGERED CHILDREN DON	\$0.00	\$0.00	\$0.00										
HOLDING -SEIZED FUNDS	\$153,347.98	\$0.00	\$153,347.98										
CENTRAL IOWA CASE MANAGEMENT	\$0.00	\$95.09	\$95.09										
DRAINAGE	\$213,285.27	\$424,993.96	\$638,279.23										
CITY ASSESSOR & SPECIAL APPR	\$613,561.83	\$47,697.02	\$661,258.85										
COUNTY ASSESSOR & SPECIAL APPR	\$355,068.00	\$15,736.36	\$370,804.36										
EMERGENCY MANAGEMENT AGENCY	\$347,568.30	\$4,133.66	\$351,701.96										
CO HOSPITAL/FICAMBERS/AMBULANCE	\$6,568.49	\$0.00	\$6,568.49										
PROPERTY TAX AGENCY	\$645,676.24	\$0.00	\$645,676.24										
TOWNSHIPS	\$1,237.15	\$0.00	\$1,237.15										
CORPORATIONS	\$97,572.08	\$0.00	\$97,572.08										
SCHOOLS & AREA SCHOOLS	\$141,933.72	\$0.00	\$141,933.72										
E911 SERVICE COMMISSION	\$1,017,011.45	\$2,556.14	\$1,019,567.59										
CO AG EXTENSION ORDER	\$729.60	\$0.00	\$729.60										
CONSERVATION/LAND ACQUIS/ CAPT PROG	\$1,518,638.26	\$58.17	\$1,518,696.43										
FRIENDS OF ANIMALS	\$273,785.61	\$0.00	\$273,785.61										
SPECIAL ASSESSMENTS	\$4,355.00	\$0.00	\$4,355.00										
MOTOR VEHICLE TRUST	\$1,181,474.50	\$0.00	\$1,181,474.50										
USE TAX TRUST	\$875,431.95	\$0.00	\$875,431.95										
TAX REDEMPTION TRUST	\$64,856.47	\$0.00	\$64,856.47										
EMPLOYEES INSURANCE	\$73,287.05	\$0.00	\$73,287.05										
DEFERRED COMPENSATION	\$5,009.61	\$0.00	\$5,009.61										
HOLDING FUNDS/REFUNDS	\$305.00	\$0.00	\$305.00										
TOTAL	\$27,660,523.29	\$1,737,917.45	\$29,398,440.74										

NET AMOUNT AT CLOSE OF BUSINESS JUNE 30, 2018

Nevada Iowa, 2018

We the Treasurer, Auditor, and the Board of Supervisors of Story County, Iowa, do hereby certify that the foregoing statement shows the conditions of the funds and assets in the hands of the Treasurer at the close of business JUNE 30, 2018

*Renee M. Tweed* Board of Supervisors

*John M. Sweet* Board of Supervisors

*John M. Sweet* Board of Supervisors

Certification Date July 24, 2018

Renee M. Tweed, Treasurer-Story County Treasurer, Nevada, IA  
For the period from January 01, 2018 - June 30, 2018, Inclusive  
Statement of Account By Fund

Fund	Balance January 01, 2018	Revenues	Total to be Accounted for	Disbursements	Fund Balance June 30, 2018	Auditor's Warrants Outstanding
01 General Basic	10,541,348.63	8,828,515.32	19,369,863.95	9,598,120.49	9,771,743.46	755,999.23
02 General Supplemental	1,796,544.91	1,773,795.09	3,570,340.00	1,859,784.77	1,710,555.23	4,064.27
03 Rural Services Basic	1,544,341.92	2,587,614.81	4,131,956.73	3,138,689.88	993,266.85	13,519.67
04 Tax Increment Financing (TIF)	518,716.95	472,958.49	991,675.44	724,690.13	266,985.31	.00
05 Secondary Road	5,252,799.34	3,372,593.06	8,625,392.40	3,681,058.85	4,944,333.55	287,931.75
06 E911 Service Commission	904,067.17	253,779.07	1,157,846.24	138,278.65	1,019,567.59	2,556.14
07 Recorder's Records Management	88,572.84	22,794.72	111,367.56	21,661.14	89,706.42	2,500.00
08 Resources Enhancement & Protec	86,613.79	13,468.16	100,081.95	1,344.00	98,737.95	.00
09 State General Fund	.00	18,455.50	18,455.50	18,455.50	.00	.00
10 Motor Vehicle Mailing Fees	5,143.00	34,476.00	39,619.00	33,844.00	5,775.00	.00
11 MH-DD Services	1,735,742.48	962,686.97	2,698,429.45	1,885,363.70	813,065.75	1,254.58
12 Capital Projects	2,939,715.17	.00	2,939,715.17	915,495.32	2,024,219.85	61,970.88
13 Debt Service	506,302.68	371,910.79	878,213.47	825,280.00	52,933.47	.00
14 Drainage Control	402,567.16	370,846.91	773,414.07	561,685.38	211,728.69	424,993.96
16 Emergency Management Agency	345,762.99	108,655.62	454,418.61	102,716.65	351,701.96	4,133.66
17 County Hospital	76,812.41	1,439,538.95	1,516,351.36	1,509,782.87	6,568.49	.00
18 T.B. Erad/Gangs	275.86	5,950.19	6,226.05	6,204.68	21.37	.00
20 Township Control	22,445.88	268,739.17	291,185.05	289,947.90	1,237.15	.00
21 Corporation Control	831,762.10	20,271,210.50	21,102,972.60	21,005,400.52	97,572.08	.00
22 School Control	1,630,507.35	29,959,843.38	31,590,350.73	31,454,324.75	136,025.98	.00
23 Area School Control	69,198.22	1,295,898.54	1,365,096.76	1,359,189.02	5,907.74	.00
26 Employee Wellness	7,636.01	.00	7,636.01	3,410.58	4,225.43	445.89
27 Special Law Enforcement	683,766.91	183,407.69	867,174.60	112,271.93	754,902.67	95,750.00
28 Jail Commissary	146,749.33	27,874.50	174,623.83	37,081.26	137,542.57	1,310.98
29 Conserv Land Dev & Acquisition	516,504.64	69,121.50	585,626.14	.00	585,626.14	.00
30 County Assessor	463,172.28	320,162.28	783,334.56	412,530.20	370,804.36	15,736.36
31 Co Agri. Extension	8,532.32	159,903.96	168,436.28	167,706.68	729.60	.00
32 City Assessor	756,452.26	395,590.44	1,151,982.70	490,723.85	661,258.85	47,697.02
34 City Special Assessments	72,867.15	297,028.37	369,895.52	365,540.52	4,355.00	.00
35 Motor Vehicle Trust	1,219,059.00	7,054,134.50	8,273,193.50	7,091,719.00	1,181,474.50	.00
36 Use Tax Trust	677,857.93	4,705,819.91	5,383,677.84	4,508,245.89	875,431.95	.00
37 Tax Redemption Trust	34,541.25	235,075.04	269,616.29	204,759.82	64,856.47	.00
38 Future Real Estate Payments	359,608.23	286,505.03	646,113.26	458.39	645,654.87	.00
39 Deferred Compensation	4,867.90	141.71	5,009.61	.00	5,009.61	.00
40 Holding Fund	.00	2,070.00	2,070.00	1,790.00	280.00	.00
41 Employees Ins	116,668.94	1,348,946.46	1,465,615.40	1,392,328.35	73,287.05	.00
42 State Tax Credits	.00	.00	.00	.00	.00	.00
43 Fiduciary Fund	150,563.30	319,858.83	470,422.13	363,916.13	106,506.00	10,869.05
44 Refunds	160.00	57,843.48	58,003.48	57,978.48	25.00	.00
45 Friends Of Conservation	812,803.41	125,236.43	938,039.84	4,969.55	933,070.29	58.17
47 Friends Of Animals	279,788.31	10,770.59	290,558.90	16,773.29	273,785.61	.00
58 Recorder Elect. Trans Fee	1,010.00	5,587.00	6,597.00	5,458.00	1,139.00	.00
59 Central IA Drug Task Force	45,357.31	59,102.54	104,459.85	53,782.73	50,677.12	7,135.83
60 Sheriff Reserve Fund	44,702.03	390.00	45,092.03	1,640.12	43,451.91	.00
61 Homeland Security Region I	23,006.85	.00	23,006.85	.00	23,006.85	.00
63 DRUG ENDANGERSD CHILDREN DONAT	.00	.00	.00	.00	.00	.00
	35,724,916.21	88,098,241.50	123,823,157.71	94,424,402.97	29,398,754.74	1,737,917.45

Nevada, IA 50201  
July 24, 2018 Balance on Hand \$29,398,754.74

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



## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Tedesco Environmental Learning Corridor - BP#2 Trail Paving & Park Amenities Ames, IA	<b>CONTRACT INFORMATION:</b> Contract For: TELC-BP#2 Trail Paving & Park Amenities Date: April 10, 2018	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 003 Date: August 10, 2018
<b>OWNER:</b> <i>(Name and address)</i> Story County Conservation Board 56461 180th Street Ames, IA 50010	<b>ARCHITECT:</b> <i>(Name and address)</i> Shive-Hattery, Inc. 4125 Westown Parkway, Suite 100 West Des Moines, IA 50266	<b>CONTRACTOR:</b> <i>(Name and address)</i> Boulder Contracting, LLC 25789 N Avenue Grundy Center, IA 50638

### THE CONTRACT IS CHANGED AS FOLLOWS:

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

1. There is an electric conduit for future use protruding from the ground near the existing sidewalk on the east side of the roundabout at University Blvd. and Cottonwood Rd. The existing Sidewalk is being widened to 10' in this area, and the conduit is in conflict with the proposed trail paving. The conduit will be extended and a handhole will be installed 2' outside the edge of the proposed trail. The total price for this work is \$1,171.50.
2. The solar security lighting system specified in the construction documents has been discontinued. A new generation system from the same manufacturer will be provided. The price increase for the updated solar security lighting system is \$2,101.74.
3. Maintenance is required on a stretch of silt fence on the project site that was installed as part of a previous project. 250 linear feet of silt fence are to be cleaned out for a total price of \$550.00.
4. A rock letdown installed as part of the BP#1 work is being modified to provide improved drainage away from the paved trail. The total price for this work is \$275.00.
5. At the west end of the project site, the concrete approach for the gravel drive extends beyond the edge of the existing 5' sidewalk. In this area, the sidewalk is being widened to 10'. Approximately 30 square feet of existing concrete paving will need to be sawcut removed to allow for installation of the additional 5' of sidewalk. The total price for sawcutting and removing this concrete is \$900.

Contract sum will be **increased** by this Change Order in the amount of **\$4,998.24**.

The original Contract Sum was	\$ 1,068,788.00
The net change by previously authorized Change Orders	\$ 98,417.20
The Contract Sum prior to this Change Order was	\$ 1,167,205.20
The Contract Sum will be increased by this Change Order in the amount of	\$ 4,998.24
The new Contract Sum including this Change Order will be	\$ 1,172,203.44

The Contract Time will be unchanged by Zero (0) days.  
 The new date of Substantial Completion will be

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

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

Shive-Hattery, Inc.  
 ARCHITECT *(Firm name)*

Boulder Contracting, LLC  
 CONTRACTOR *(Firm name)*

Story County Board of Supervisors  
 OWNER *(Firm name)*

  
SIGNATURE  
Luke Monat, P.E.  
PRINTED NAME AND TITLE  
August 10, 2018  
DATE

  
SIGNATURE  
LUKE K. Suenrose, PM  
PRINTED NAME AND TITLE  
8/10/18  
DATE

  
SIGNATURE  
Rick Sanders  
PRINTED NAME AND TITLE  
8-14-18  
DATE



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

### Memorandum

To: Story County Board of Supervisors

From: Michael D. Cox, Director

Date: August 14, 2018

Re: Consideration of Change Order No. 003 between Boulder Contracting, LLC and Story County Conservation Board for the Tedesco Environmental Learning Corridor – Bid Package #2 Trail Paving & Park Amenities in the amount of \$4,908.24. *4,998.24*

This change order reflects changes made to the original scope of work in the following areas:

1. The sidewalk by University Boulevard and Cottonwood Road is being widened to 10 feet, and the existing electrical conduit is in conflict with this proposed trail paving. The conduit will be extended, and a hand hole will be installed outside of the proposed trail. The total price for this work is \$1,171.50.
2. The solar security lighting in the specified construction documents has been discontinued, and a new generation system will be provided by the same manufacturer. The price increase for the updated lighting system is \$2,101.74.
3. Maintenance is required on 250 linear feet of silt fence installed as part of a previous project. The total price for this work is \$550.00.
4. A rock letdown installed as part of Bid Package #1 is being modified to provide improved drainage away from the paved trail for a price of \$275.00.
5. A concrete approach for a gravel drive extends beyond the edge of the existing 5-foot sidewalk. The sidewalk is being widened to 10 feet in this area. Approximately 30 square feet of existing concrete paving will need to be saw cut and removed to allow for installation of the additional 5 feet of sidewalk. The price of this is \$900.00.

The contract sum will be increased in the amount of *\$4,998.24* ~~\$4,098.24~~. These changes are within the allocated budget for this project.

The Story County Conservation Board recommends your approval.

Return to:  
Planning and  
Development

**ORDINANCE NO. 274**

**AN ORDINANCE TO AMEND ORDINANCE NO. 245 (CHAPTER 32, ROAD IDENTIFICATION AND ADDRESS NUMBERING SYSTEM) BY RENAMING THE ¼ MILE STRETCH OF ROAD WEST OF POTTER AVENUE (590<sup>TH</sup> AVENUE) FROM LINCOLN HIGHWAY TO EAST LINCOLN WAY AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH AND ESTABLISHING AN EFFECTIVE DATE**

Whereas, Story County supports the City of Ames' road naming system to improve logistics and public safety, and

Whereas the Ames City Council on June 19, 2018 approved ordinance 4360 changing Lincoln Highway to East Lincoln Way from I-35 to Potter Avenue (590<sup>th</sup> Avenue), and

Whereas the road name change is planned to occur on the area of the road located in unincorporated Story County in east Ames, located in Township 83 North, Range 23 West, Section 9 of Grant Township, and

Whereas the road name shall be changed from Lincoln Highway to East Lincoln Way.

THEREFORE BE IT HEREBY ORDAINED by the Board of Supervisors of Story County, Iowa;

Section 1: The stretch of **Lincoln Highway** that lies within the unincorporated area of Story County near east Ames, west of Potter Avenue (590<sup>th</sup> Avenue) in Township 83 North, Range 23 West, Section 9 of Grant Township shall be renamed to **East Lincoln Way**.

Section 2: All other ordinances and parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3: This ordinance is in full force and effect from and after its adoption and publication as provided by law.

**Action Upon First Consideration: August 7, 2018 - Approved**

Moved by: Chitty  
Seconded by: Olson  
Voting Aye: Chitty, Olson, Sanders  
Voting Nay: None  
Not Voting: None  
Absent: None

**Action Upon Second Consideration: August 14, 2018 - Approved**

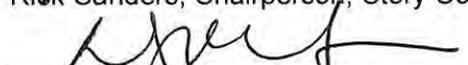
Moved by: Chitty  
Seconded by: Olson  
Voting Aye: Chitty, Olson, Sanders  
Voting Nay: None  
Not Voting: None  
Absent: None

**Action Upon Third Consideration: August 28, 2018 - Waived**

Moved by:  
Seconded by:  
Voting Aye:  
Voting Nay:  
Not Voting:  
Absent:

ADOPTED THIS 14<sup>th</sup> day of August, 2018.

  
\_\_\_\_\_  
Rick Sanders, Chairperson, Story County Board of Supervisors

  
\_\_\_\_\_  
ATTEST: Lucy Martin, County Auditor



Story County Planning and Development Department  
Administration Building  
900 6<sup>th</sup> Street, Nevada, Iowa 50201

Ph. 515-382-7245  
[www.storycountyiaowa.gov](http://www.storycountyiaowa.gov)

## MEMORANDUM

---

**DATE:** August 9, 2018  
**TO:** Story County Board of Supervisors  
**FROM:** Jerry Moore, Planning and Development Director  
**RE:** **Road Renaming in unincorporated Story County – from Lincoln Highway to East Lincoln Way (Second consideration of Ordinance 274)**

The item before the Board of Supervisors is a proposed road name change for the ¼ mile stretch of Lincoln Highway located west of Potter Avenue (590<sup>th</sup> Avenue) in unincorporated Story County, Iowa, Section 9 Grant Township to East Lincoln Way. This road renaming is in support of the City of Ames plan to improve logistics and public safety. The Ames City Council on June 19, 2018 approved ordinance 4360 changing Lincoln Highway to East Lincoln Way from I-35 to Potter Avenue (590<sup>th</sup> Avenue). East of the intersection of Lincoln Highway and Potter Avenue (590<sup>th</sup> Avenue), the road will continue to be named Lincoln Highway.

There are three parcels located in the unincorporated area of the County that will be affected by the proposed road name change. Two parcels are one acre in size and contain existing single family dwellings on each and one 35 acre parcel is in row crops. The two dwelling's addresses will not be changed, only the street name from Lincoln Highway to East Lincoln Way. All parcels are zoned A-1 Agricultural District.

### **Road maintenance**

The following represents the maintenance agreement for proposed East Lincoln Way, including other roads within the east industrial annexation area.

The City of Ames will plow and maintain all roads inside the city limits and Story County will plow and maintain the unincorporated area. However, based on the 28E Agreement updated in 2017:

- The City of Ames will plow the ¼ mile of East Lincoln Way west of 590<sup>th</sup>/Potter Street on the south side of the road. The south half of the road inside this ¼ mile stretch will be maintained by Story County and the north half will be maintained by the City of Ames.
- The City of Ames will plow 580<sup>th</sup> Ave/Teller Ave north of US Highway 30 to 13<sup>th</sup> Street and west on 13<sup>th</sup> Street to 570<sup>th</sup> Ave. The City of Ames will be responsible for maintenance within the corporate limits and Story County will be responsible for the unincorporated stretch.
- Story County will plow and blade the gravel surface of 566<sup>th</sup> Ave/Fleming Ave from East Lincoln Way south to Cornerstone Church. The City of Ames will be responsible for maintenance within the corporate limits and Story County will be responsible for the unincorporated stretch.

**Emergency service providers – Unincorporated area of proposed East Lincoln Way**

Ambulance – Story County Medical

Fire – Nevada Fire Department

Law Enforcement - Story County Sheriff

**Communications**

Planning and Development Department staff routed the proposed road name change to the interagency review team for comments on June 22, 2018. In addition to the county engineer, input was also requested from the emergency management coordinator, and E911 coordinator. Comments were provided from the County Engineer regarding maintenance of the road and signage and the 911 Coordinator indicated that she communicated with emergency response communications representatives that supported the name change and also did not support changing road names for the portions of the other roads located outside of the east industrial annexation area to the City names (Fleming Avenue, Tiller Ave, South Tiller Ave and Potter Avenue.) The stretch of these roads located outside the City's corporate limits will continue with the County road names.

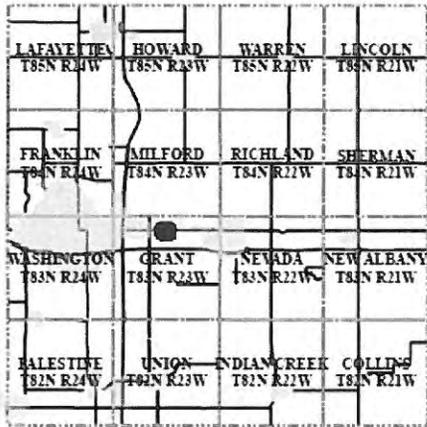
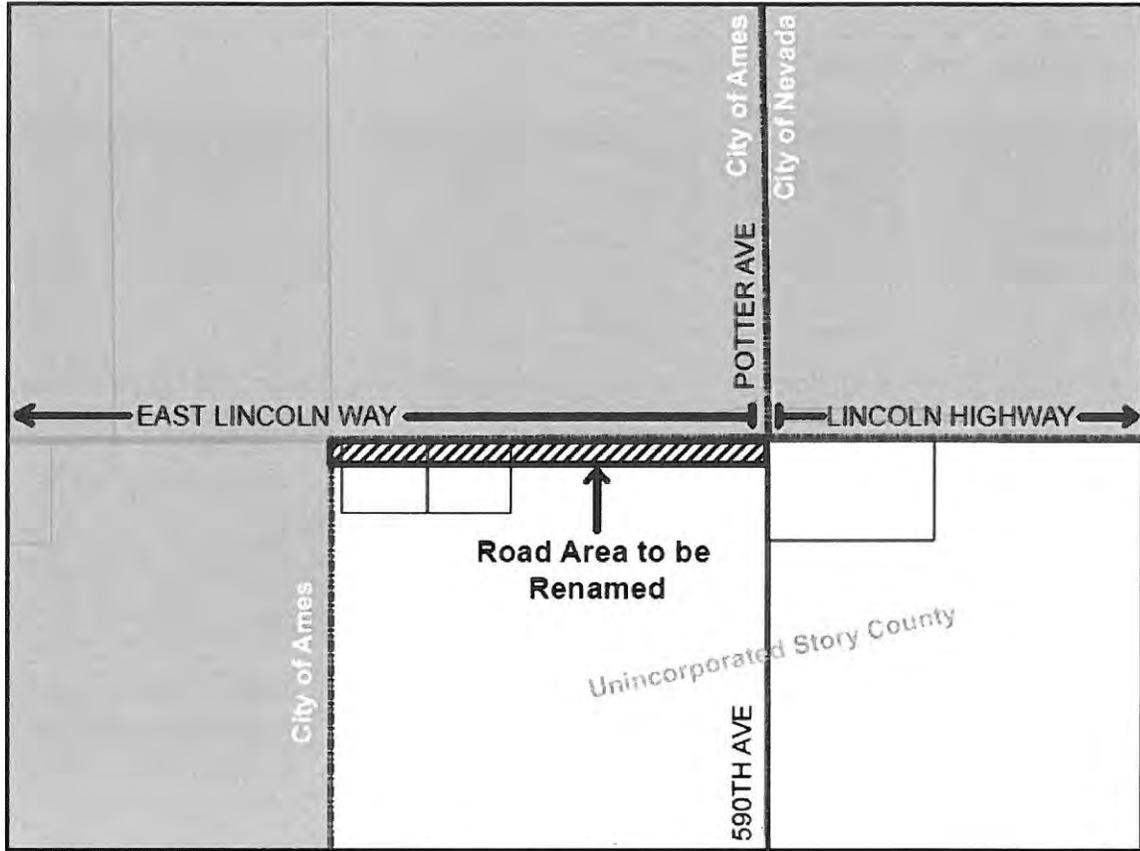
Planning and Development Department staff communicated with the Story County Sheriff's Office, Nevada Fire Department and Story County Medical regarding the proposed road name change on July 31, 2018.

Public notices were mailed to property owners located within ¼ mile of the proposed road name change on July 27, 2018.

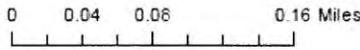
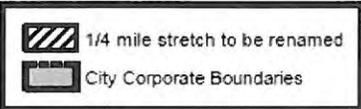
Letters were sent to the three affected property owners located in the County on July 26, 2018.

A publication was published in the three newspapers designated for publications by the Board of Supervisors on August 2, 2018.

The Board of Supervisors approved Resolution 19-03 setting the public hearing for August 7, 2018.



**Ord. No. 274 Road Renaming from Lincoln Highway to East Lincoln Way for the area 1/4 mile west of 590th Avenue in unincorporated Story County**



Map created on  
7/25/2018  
by the  
Story County  
Planning and Development  
Department



**DISCLAIMER:**  
Story County's digital cadastral data is a representation of recorded plats and surveys for use within the Geographical Information System for the purpose of data access and analysis. These and other digital data do not replace or modify land surveys, deeds, and/or other legal instruments defining land ownership or use.

## Background

The property owners, parcel size and location information for the unincorporated area of the requested road name change is as follows:

<u>Property owners</u>	<u>Address</u>	<u>Parcel Size (acres)</u>	<u>Location of Property on Road</u>
Ryan S. Larson	58802 Lincoln HWY	1.02	South
Derek & Megan Dohrman	58842 Lincoln HWY	1.00	South
Dale & Bonnie Knutson		35.53	South

The following information is from the Iowa Department of Transportation and identifies the Annual Average Daily Traffic Counts for Lincoln Highway west of the intersection of Potter Ave (590<sup>th</sup> Ave).

<u>Road</u>	<u>Traffic Counts</u>	<u>Year</u>
Lincoln Highway	4820	2007
	4440	2011
	5200	2015

There was nearly an 8% increase in traffic for the eight year period. Traffic is likely to increase as the industrial area develops. Consistent road naming is essential for public safety and logistics for the area.

## Road renaming process

The process for road renamings is identified under Story County Ordinance Number 32.04 (4). The following requirements shall be met prior to consideration of the change of the name of any public or subdivision/private road: ***(It is important to note that the following requirements identify a process where a specified percentage of the property owners along the road request the change and it does not address incidents where local governmental jurisdictions propose changes to improve logistics and public safety.)***

- a) Representatives of at least seventy-five (75) percent of the legal property owners along the road sign a petition requesting the name change, and state the reasons for that change, and submit such petition and required fee established herein to the Story County Planning and Zoning Department, and;

### **Staff note:**

*This proposal is not being requested by property owners. This is a road renaming in support of the City of Ames's plan to ensure proper emergency response to the area by avoiding confusion of road names and properties located along the road. The change should also assist delivery companies and the general public.*

- b) Three public hearings be held prior to consideration of a road name change, and;

### **Staff note:**

*The first public hearing is scheduled for August 7, 2018 @ 10:00 AM in the Public Meeting Room of the Story County Administration Building. Legal notification of this meeting was published in the Ames Tribune, Nevada Journal, and Tri-county Times on August 2, 2018. The second consideration of the street name change may occur at a public hearing at the Board of Supervisor's August 14, 2018 meeting followed by the*

*final consideration tentatively at the August 28, 2018 Board of Supervisor meeting.*

*The City of Ames approved their first consideration of the City's ordinance changing the road name from Lincoln Highway to East Lincoln Way from I-35 to Potter Avenue (590<sup>th</sup> Avenue) on June 19, 2018.*

- c) Any suggested road name change shall have historical or local significance, and;

**Staff note:**

*The proposed name will fit Ames' grid layout, as the city has changed the name of the road from I-35 to Potter Avenue (590<sup>th</sup> Ave). Its important to have consistency in road naming for the continuation of the same road. The addresses of the two dwellings located in the unincorporated area of the County will not change.*

- d) Any suggested road name change shall be recommended for approval by the Story County Planning and Zoning Director, Story County Engineer, Story County Emergency Management Coordinator, and Story County E911 Database Coordinator; and

**Staff note:**

*Information on the requested road renaming was communicated with the county's engineer, emergency management coordinator, and E911 coordinator. Planning and Development staff also communicated the proposed road name change with the Story County Sheriff's Office, Nevada Fire Department and Story County Medical. The Story County Interagency Review Team was emailed regarding this request on June 22, 2018. **No objections were received from any of the notified persons.***

**e.) Fees shall be submitted**

If approved, costs for replacement signage are the responsibility of petitioner(s).

**Staff note:**

*The road signs have been changed by the City of Ames. There will be no changes to the property owner's 911 address markers located in the unincorporated area of the County. Planning and Development is coordinating the removal of all 911 addresses of properties annexed into the City of Ames.*

**Analysis**

1. Support of the requested road name change will result in a continuous segment of the road designated East Lincoln Way extending from I-35 to Potter Avenue (590<sup>th</sup> Avenue). The traffic volume trend will likely increase for this road especially as the industrial area develops and changing the road name to East Lincoln Way will likely improve logistics and public safety.
2. Ames City Council approved the road name change June 19, 2018.

**On August 7, 2018 the Board of Supervisors approved alternative 1.**

**The Story County Board of Supervisors may consider the following three alternatives:**

- 1) **The Story County Board of Supervisors approves Ordinance Number 274 as proposed for the First Consideration, and schedules the Second**

**Consideration for Tuesday, August 14, 2018 and the third consideration tentatively for August 28, 2018.**

- 2) The Story County Board of Supervisors approves Ordinance Number 274 with conditions for the First Consideration, and schedules the Second Consideration for Tuesday, August 14, 2018 and the third consideration tentatively for August 28, 2018.
- 3) The Story County Board of Supervisors denies Ordinance Number 274 for the First Consideration, as proposed.
- 3) The Story County Board of Supervisors remands Ordinance Number 274 back to the staff to request additional information on the First Consideration.

~~ITEM # 16 & 17  
DATE: 5-08-18~~

**COUNCIL ACTION FORM**

**SUBJECT: NAME CHANGES AND SPEED LIMITS IN EAST INDUSTRIAL AREA**

**BACKGROUND:**

As part of the East Annexation area, these segments of Story County roads are now within the City limits of Ames and under the City’s jurisdiction:

- Lincoln Highway - Interstate 35 to 590<sup>th</sup> Avenue
- 566<sup>th</sup> Avenue – Lincoln Highway south approximately 2620’
- 580<sup>th</sup> Avenue – approximate 2660’ south of Lincoln Highway to approximately 2590’ north of Lincoln Highway (to the UPRR)
- 590<sup>th</sup> Avenue – Lincoln Highway to approximately 2180’ north (to the UPRR)

**These sections of Lincoln Highway, 566<sup>th</sup> Avenue, 580<sup>th</sup> Avenue, and 590<sup>th</sup> Avenue per Iowa Code 321.285(3) currently have limit speeds of 55 MPH. Since these roadways were under the jurisdiction of Story County, there is not a City ordinance setting the speed limit along them. They will be appropriately modified for the developing industrial land use.**

**As a part of these streets being incorporated into the City’s greater street network, the names will change to be in accordance with the City’s Administrative Program for Street Naming and Addressing.** The street naming theme for this area is leading scientists. Therefore, an ordinance will be required to rename these street segments as follows (also see attached map):

- Lincoln Highway (I-35 – 590<sup>th</sup> Avenue) to East Lincoln Way
- 566<sup>th</sup> Avenue (Lincoln Highway – south) to Fleming Avenue
- 580<sup>th</sup> Avenue (Lincoln Highway – north) to Teller Avenue
- 580<sup>th</sup> Avenue (Lincoln Highway – south) to South Teller Avenue
- 590<sup>th</sup> Avenue (Lincoln Highway - north) to Potter Avenue

This will promote consistent addressing and provide clarity for E911 response.

**ALTERNATIVES:**

1. a) Direct the City Attorney to draft an ordinance to change the name of Lincoln Highway to East Lincoln Way (from Interstate 35 east to 590<sup>th</sup> Avenue) to East Lincoln Way; change the name of 566<sup>th</sup> Avenue to Fleming Avenue; change 580<sup>th</sup> Avenue to Teller Avenue and South Teller Avenue; change 590<sup>th</sup> Avenue to Potter Avenue.

- b) Direct the City Attorney to draft an ordinance to establish a 55 MPH speed limit on East Lincoln Way (Lincoln Highway) from Interstate 35 east to the east corporate limits; establish a 45 MPH speed limit on Fleming Avenue (566<sup>th</sup> Avenue); establish a 55 MPH speed limit on Teller Avenue and South Teller Avenue (580<sup>th</sup> Avenue); establish a 55 MPH speed limit on Potter Avenue (590<sup>th</sup> Avenue).
2. Direct staff to explore other alternatives to the street naming and speed limits.

**MANAGER'S RECOMMENDED ACTION:**

By approving this ordinance, the City will integrate East Industrial area roads into the City's network and establish the appropriate operating speeds, thereby promoting safe and efficient travel in this area of Ames. The adjacent landowners are aware their address will be changed in accordance with the City's addressing grid for E911 purposes and have been informed about this proposed action by City Council.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.

~~ITEM # 16 & 17  
DATE: 5-08-18~~

### COUNCIL ACTION FORM

**SUBJECT: NAME CHANGES AND SPEED LIMITS IN EAST INDUSTRIAL AREA**

#### **BACKGROUND:**

As part of the East Annexation area, these segments of Story County roads are now within the City limits of Ames and under the City's jurisdiction:

Lincoln Highway - Interstate 35 to 590<sup>th</sup> Avenue

566<sup>th</sup> Avenue – Lincoln Highway south approximately 2620'

580<sup>th</sup> Avenue – approximate 2660' south of Lincoln Highway to approximately 2590' north of Lincoln Highway (to the UPRR)

590<sup>th</sup> Avenue – Lincoln Highway to approximately 2180' north (to the UPRR)

**These sections of Lincoln Highway, 566<sup>th</sup> Avenue, 580<sup>th</sup> Avenue, and 590<sup>th</sup> Avenue per Iowa Code 321.285(3) currently have limit speeds of 55 MPH. Since these roadways were under the jurisdiction of Story County, there is not a City ordinance setting the speed limit along them. They will be appropriately modified for the developing industrial land use.**

**As a part of these streets being incorporated into the City's greater street network, the names will change to be in accordance with the City's Administrative Program for Street Naming and Addressing. The street naming theme for this area is leading scientists. Therefore, an ordinance will be required to rename these street segments as follows (also see attached map):**

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- 590<sup>th</sup> Avenue (Lincoln Highway - north) to Potter Avenue

This will promote consistent addressing and provide clarity for E911 response.

#### **ALTERNATIVES:**

1. a) Direct the City Attorney to draft an ordinance to change the name of Lincoln Highway to East Lincoln Way (from Interstate 35 east to 590<sup>th</sup> Avenue) to East Lincoln Way; change the name of 566<sup>th</sup> Avenue to Fleming Avenue; change 580<sup>th</sup> Avenue to Teller Avenue and South Teller Avenue; change 590<sup>th</sup> Avenue to Potter Avenue.

b) Direct the City Attorney to draft an ordinance to establish a 55 MPH speed limit on East Lincoln Way (Lincoln Highway) from Interstate 35 east to the east corporate limits; establish a 45 MPH speed limit on Fleming Avenue (566<sup>th</sup> Avenue); establish a 55 MPH speed limit on Teller Avenue and South Teller Avenue (580<sup>th</sup> Avenue); establish a 55 MPH speed limit on Potter Avenue (590<sup>th</sup> Avenue).

2. Direct staff to explore other alternatives to the street naming and speed limits.

**MANAGER'S RECOMMENDED ACTION:**

By approving this ordinance, the City will integrate East Industrial area roads into the City's network and establish the appropriate operating speeds, thereby promoting safe and efficient travel in this area of Ames. The adjacent landowners are aware their address will be changed in accordance with the City's addressing grid for E911 purposes and have been informed about this proposed action by City Council.

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative No. 1, as noted above.

# Proposed Streets Name for the East Annexation Area



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**DO NOT WRITE IN THE SPACE ABOVE THIS LINE, RESERVED FOR RECORDER**

Prepared by: Jane Chang, City of Ames Legal Department, 515 Clark Avenue, Ames, Iowa 50010 (Phone: 515-239-5146)  
Address Tax Statement To: City of Ames, Iowa, 515 Clark Avenue, Ames, Iowa 50010  
Return to Ames City Clerk, Box 811, Ames, IA 50010

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ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE TO CHANGE STREET NAMES IN THE EAST  
ANNEXATION AREA IN THE CITY OF AMES IOWA, AND  
ESTABLISHING AN EFFECTIVE DATE.**

**BE IT ENACTED**, by the City Council of the City of Ames, Iowa, that:

Section One. The portion of the road known as Lincoln Highway, which extends from the centerline of Interstate Highway 35 to the centerline of 590th Avenue, shall be named East Lincoln Way.

Section Two. The portion of the road known as 566th Avenue, which extends from the centerline of Lincoln Highway south for approximately 2620 feet, shall be named Fleming Avenue.

Section Three. The portion of the road known as 580th Avenue, which extends from the centerline of Lincoln Highway north for approximately 2590 feet, shall be named Teller Avenue.

Section Four. The portion of the road known as 580th Avenue, which extends from the centerline of Lincoln Highway south for approximately 2660 feet, shall be named South Teller Avenue.

Section Five. The portion of the road known as 590th Avenue, which extends from the centerline of Lincoln Highway north for approximately 2180 feet, shall be named Potter Avenue.

Section Six. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict, if any.

Section Seven. This ordinance shall be in full force and effect from and after its passage and publication as required by law.

Passed this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Diane R. Voss, City Clerk

\_\_\_\_\_  
John A. Haila, Mayor

STORY COUNTY IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION NUMBER 19-11

TO ENTER INTO A PURCHASE AGREEMENT FOR THE PURCHASE OF PROPERTY LOCALLY KNOWN AS PARCEL "D", IN THE NW 1/4 OF SECTION 25, TOWNSHIP 84 NORTH, RANGE 23 WEST OF THE 5<sup>TH</sup> P.M., STORY COUNTY, IOWA, FOR THE AMOUNT OF \$80,000.00, AND AUTHORIZE THE SIGNATURE UPON THE PURCHASE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTATION TO EFFECTUATE THE PURCHASE BY THE CHAIRMAN OF THE BOARD OF SUPERVISORS

**WHEREAS**, the Story County Board of Supervisors of Story County, Iowa, that in order to acquire an interest in real property, for the purpose and use as a conservation area, will consider a Purchase Agreement between Story County Iowa, and Iowa Natural Heritage Foundation, to purchase the property known as Parcel "D";

**WHEREAS**, the County has fully considered the Purchase Agreement and finds that it is a necessary step in the process toward the acquisition of property in accordance with Iowa Code 331.

**WHEREAS**, entering into said Purchase Agreement is advisable.

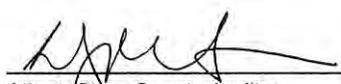
**AND WHEREAS**, Story County held a public meeting on this matter on the 14<sup>th</sup> day of August, 2018.

**NOW, THEREFORE, BE IT RESOLVED** that the County shall enter into the attached Purchase Agreement for the purchase of property locally known Parcel "D", and any other necessary documentation to complete the transfer.

**IT IS FURTHER RESOLVED** the Chairperson of the Board of Supervisors and the Clerk to the Board of Supervisors are authorized and they are hereby directed to certify a copy of this Resolution as the voluntary act and deed of the Board of Supervisors of Story County, Iowa.

Dated this 14<sup>th</sup> day of August, 2018.

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

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

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

Chairperson declared this Resolution: ADOPTED AND APPROVED.

Ross A. Baxter

**OFFER TO BUY REAL ESTATE AND ACCEPTANCE  
(NONRESIDENTIAL)**

**TO: Iowa Natural Heritage Foundation,(Sellers)**

The undersigned BUYERS hereby offer to buy and the undersigned SELLERS by their acceptance agree to sell the real property situated in Story County, Iowa, legally described as:

*Parcel "D" in the Northwest Quarter (NW1/4) of Section 25, Township 84 North, Range 23 West of the 5<sup>th</sup> P.M., Story County, Iowa, as shown on the Plat of Survey filed in the Office of the Recorder of Story County, Iowa, on the 24<sup>th</sup> day of February, 2006, and recorded on Slide 274, at Page 1, and as Instrument No. 06-02226, subject to covenants, conditions, and restrictions and easements of record.*

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYERS, on possession, are permitted to use the Property for any legal purpose.

1. **PURCHASE PRICE.** The Purchase Price shall be \$80,000.00 and the method of payment shall be as follows: **Entire balance to be paid at closing, closing to take place on or before September 20<sup>th</sup>, 2018.**

2. **REAL ESTATE TAXES.** Sellers shall pay taxes prorated to the date of possession and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes.

Unless otherwise provided in this Agreement, at closing SELLERS shall pay BUYERS, or BUYERS shall be given a credit for, taxes from the first day of July prior to possession to the date of possession based upon the last known actual net real estate taxes payable according to public records. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current levy rate, assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the assessor's records on the date of possession.

3. **SPECIAL ASSESSMENTS.**

A. SELLERS shall pay in full at time of closing all special assessments which are a lien on the Property as of the date of acceptance **August 15<sup>th</sup>, 2018.**

B. IF "A" is stricken, then SELLERS shall pay at time of closing all installments of special

assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.

C. All charges for solid waste removal, sewage and maintenance that are attributable to SELLERS' possession, including those for which assessments arise after closing, shall be paid by SELLERS.

D. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLERS through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLERS.

E. BUYERS shall pay all other special assessments or installments not payable by SELLERS.

4. RISK OF LOSS AND INSURANCE. SELLERS shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLERS agree to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYERS shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

5. POSSESSION AND CLOSING. If BUYERS timely perform all obligations, possession of the Property shall be delivered to Buyers on or before September 20<sup>th</sup>, 2018, and any adjustments of rent, insurance, interest and all charges attributable to the SELLERS' possession shall be made as of the date of possession. Closing shall occur after the approval of title by BUYERS and vacation of the Property by SELLERS, but prior to possession by BUYERS. SELLERS agree to permit BUYERS to inspect the Property within 24 hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed: Upon the filing of the title transfer documents and receipt of all funds due at closing from BUYERS under the Agreement.

6. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached. Also included shall be the following:

The following items shall not be included:

7. CONDITION OF PROPERTY. The Property is being sold "As Is."

8. ABSTRACT AND TITLE. SELLERS, at their expense, shall promptly obtain an abstract of title to the Property continued through a date no more than 30 days from closing, and deliver it to BUYERS' attorney for examination. It shall show marketable title in SELLERS in conformity

with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. The SELLERS shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLERS' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYERS when the Purchase Price is paid in full. SELLERS shall pay the costs of any additional abstracting and title work due to any act or omission of SELLERS, including transfers by or the death of SELLERS or their assignees. Unless stricken, the abstract shall be obtained from an abstracter qualified by the Guaranty Division of the Iowa Housing Finance Authority.

9. SURVEY. N/A

10. ENVIRONMENTAL MATTERS.

A. SELLERS warrant to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLERS have done nothing to contaminate the Property with hazardous wastes or substances. SELLERS warrant that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLERS shall also provide BUYERS with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here:

B. BUYERS may at their expense, within 10 days after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYERS' obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYERS. However, in the event SELLERS are required to expend any sum in excess of \$ 5,000 to remove any hazardous materials, substances, conditions or wastes, SELLERS shall have the option to cancel this transaction and refund to BUYERS all earnest money paid and declare this Agreement null and void. The expense of any inspection shall be paid by BUYERS. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by SELLERS, subject to SELLERS' right to cancel this transaction as provided above.

11. DEED. Upon payment of the Purchase Price, SELLERS shall convey the Property to BUYERS by Corporate Warranty deed free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by BUYERS.

12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If SELLERS, immediately preceding acceptance of the offer, hold title to the Property in joint tenancy with full rights of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the SELLERS, then the proceeds of this sale, and any continuing or recaptured rights of SELLERS in the Property, shall belong to SELLERS as joint tenants with full rights of survivorship and not as tenants in common; and BUYERS in the event of death of any SELLER, agree to pay any balance of the price due SELLERS under this contract to the surviving SELLERS and to accept a deed from the surviving SELLERS consistent with Paragraph 15.

13. JOINDER BY SELLER'S SPOUSE. SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this Agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the deed or real estate contract for this purpose.

14. STATEMENT AS TO LIENS. If Buyers intend to assume or take subject to a lien on the Property, SELLERS shall furnish BUYERS with a written statement prior to closing from the holder of such lien, showing the correct balance due.

15. USE OF PURCHASE PRICE. At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

16. APPROVAL OF COURT. Intentionally omitted.

17. REMEDIES OF THE PARTIES.

A. If BUYERS fail to timely perform this Agreement, SELLERS may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLERS' option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYERS' default (during which thirty days the default is not corrected), SELLERS may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If SELLERS fail to timely perform this Agreement, BUYERS have the right to have all payments made returned to them.

C. BUYERS and SELLERS are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

18. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

19. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement

contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLERS and BUYERS. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

20. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.

21. CERTIFICATION. Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

22. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

23. ADDITIONAL PROVISIONS.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYERS on or before the 15th day of August 2018, this Agreement shall be null and void and all payments made shall be returned immediately to BUYERS. If accepted by SELLERS at a later date and acceptance is satisfied in writing, then this contract shall be valid and binding.

Accepted \_\_\_\_\_  
SELLERS  
Iowa Natural Heritage Foundation

  
\_\_\_\_\_  
Ross Baxter, Land Projects Director

Dated 13 Aug. 2018  
BUYERS  
Story County Conservation Board

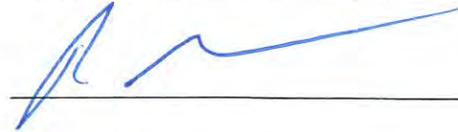
  
\_\_\_\_\_

Address : 56461 180th St, Ames, IA  
50010

Telephone: 515-232-2516

Address : 505 5<sup>th</sup> Ave. Ste 444, Des  
Moines, IA 50309  
Telephone: (515) 288-1846

Dated 8-14-18  
BUYERS  
Story County Board of Supervisors

  
\_\_\_\_\_

Address: 900 6<sup>th</sup> Street, Nevada IA 50201

Telephone: 515-382-6581



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

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### Memorandum

To: Story County Board of Supervisors

From: Michael Cox, Director

Date: August 14, 2018

Re: Consideration of Purchase Agreement for Carroll Prairie

---

The attached purchase agreement with the Iowa Natural Heritage Foundation (INHF) obligates Story County Conservation (SCC) to purchase Carroll Prairie. This wildlife area is located in Section 25 of Milford township north of Nevada and along the West Indian Creek. The property was offered at a bargain sale to INHF for the purpose of being a wildlife area. INHF and SCC negotiated INHF's purchase and coordinated fundraising and restoration efforts.

The 50-acre wildlife area will offer public hunting, bird watching, and general outdoor recreation opportunities. The area contains several locations of remnant native prairies. The seller, Lorna Sellberg, has always been a conservation supporter and offered the property at a significant bargain sale.

A private fundraising effort provided 78% of the acquisition costs. The balance of the purchase will be requested from the Energy Transfer Fund (\$9,246.99) and the General Fund (\$10,000—budgeted).

The Story County Conservation Board recommends your approval of this purchase agreement.

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

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

STORY COUNTY IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION NUMBER 19-13

TO ENTER INTO A PURCHASE AGREEMENT FOR THE PURCHASE OF PROPERTY KNOWN AS Parcel C in part of the SE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 25, Township 83 North, Range 24 West of the 5<sup>th</sup> P.M., Story County, Iowa as shown on the Plat of Survey filed in the office of the Recorder of Story County, Iowa, on the 16th day of January, 1991, and recorded in Book 9 at Page 230. AND All that part of the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  which lies east of the Skunk River in Sec. 25, T83N, R24W; AND the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Sec. 24, T83N, R24W; AND THE West 1 Rod of the SE  $\frac{1}{4}$  of the SW  $\frac{1}{4}$ , AND Sublots 1, 2, 3 and 4 of Lot 3 AND Sublot 2 of Lot 4 all in the W  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of Sec. 19, T83N, R23W; AND Lots 2, 3, and 4 AND Sublots 3 and 4 of Lot 5 all in the W  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of Sec.30, T83N, R23W of the 5<sup>th</sup> P.M., ALL in Story County, Iowa, FOR THE AMOUNT OF \$550,000.00 AND AUTHORIZE THE SIGNATURE UPON THE PURCHASE AGREEMENT AND ALL OTHER NECESSARY DOCUMENTATION TO EFFECTUATE THE PURCHASE BY THE CHAIRMAN OF THE BOARD OF SUPERVISORS

WHEREAS, the Story County Board of Supervisors of Story County, Iowa, that in order to acquire an interest in real property, for the purpose and use as a conservation area, will consider a Purchase Agreement between Story County Iowa, and Iowa Natural Heritage Foundation, to purchase the property known as Parcel "C" and additional property described above;

WHEREAS, the County has fully considered the Purchase Agreement and finds that it is a necessary step in the process toward the acquisition of property in accordance with Iowa Code 331.

WHEREAS, entering into said Purchase Agreement is advisable.

AND WHEREAS, Story County held a public meeting on this matter on the 14<sup>th</sup> day of August, 2018.

NOW, THEREFORE, BE IT RESOLVED that the County shall enter into the attached Purchase Agreement for the purchase of property locally known Parcel "C" and additional property described above, and any other necessary documentation to complete the transfer.

IT IS FURTHER RESOLVED the Chairperson of the Board of Supervisors and the Clerk to the Board of Supervisors are authorized and they are hereby directed to certify a copy of this Resolution as the voluntary act and deed of the Board of Supervisors of Story County, Iowa.

Dated this 14<sup>th</sup> day of August, 2018.

  
Chair, Board of Supervisors

  
Attest: Story County Auditor

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

Chairperson declared this Resolution: ADOPTED AND APPROVED.

Ross A. Baxter

**OFFER TO BUY REAL ESTATE AND ACCEPTANCE  
(NONRESIDENTIAL)**

**TO: Iowa Natural Heritage Foundation,(Sellers)**

The undersigned BUYERS hereby offer to buy and the undersigned SELLERS by their acceptance agree to sell the real property situated in Story County, Iowa, legally described as:

*Parcel C in part of the SE ¼ of the NE ¼ of Section 25, Township 83 North, Range 24 West of the 5<sup>th</sup> P.M., Story County, Iowa as shown on the Plat of Survey filed in the office of the Recorder of Story County, Iowa, on the 16<sup>th</sup> day of January, 1991, and recorded in Book 9 at Page 230.*

**AND**

*All that part of the NE ¼ of the NE ¼ which lies east of the Skunk River in Sec. 25, T83N, R24W; AND the SE ¼ of the SE ¼ of Sec. 24, T83N, R24W; AND THE West 1 Rod of the SE ¼ of the SW ¼, AND Sublots 1, 2, 3 and 4 of Lot 3 AND Sublot 2 of Lot 4 all in the W ½ of the SW ¼ of Sec. 19, T83N, R23W; AND Lots 2,3, and 4 AND Sublots 3 and 4 of Lot 5 all in the W ½ of the NW ¼ of Sec. 30, T83N, R23W of the 5<sup>th</sup> P.M., ALL in Story County, Iowa.*

together with any easements and appurtenant servient estates, but subject to any reasonable easements of record for public utilities or roads, any zoning restrictions customary restrictive covenants and mineral reservations of record, if any, herein referred to as the "Property," upon the following terms and conditions provided BUYERS, on possession, are permitted to use the Property for any legal purpose.

1. **PURCHASE PRICE.** The Purchase Price shall be \$550,000.00 and the method of payment shall be as follows: Entire balance to be paid at closing, closing to take place on or before September 20<sup>th</sup>, 2018.

2. **REAL ESTATE TAXES.** Sellers shall pay taxes prorated to the date of possession and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes.

Unless otherwise provided in this Agreement, at closing SELLERS shall pay BUYERS, or BUYERS shall be given a credit for, taxes from the first day of July prior to possession to the date of possession based upon the last known actual net real estate taxes payable according to public records. However, if such taxes are based upon a partial assessment of the present property improvements or a changed tax classification as of the date of possession, such proration shall be based on the current levy rate, assessed value, legislative tax rollbacks and real estate tax exemptions that will actually be applicable as shown by the assessor's records on the date of possession.

3. SPECIAL ASSESSMENTS.

A. SELLERS shall pay in full at time of closing all special assessments which are a lien on the Property as of the date of acceptance August 15<sup>th</sup>, 2018.

B. IF "A" is stricken, then SELLERS shall pay at time of closing all installments of special assessments which are a lien on the Property and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.

C. All charges for solid waste removal, sewage and maintenance that are attributable to SELLERS' possession, including those for which assessments arise after closing, shall be paid by SELLERS.

D. Any preliminary or deficiency assessment which cannot be discharged by payment shall be paid by SELLERS through an escrow account with sufficient funds to pay such liens when payable, with any unused funds returned to SELLERS.

E. BUYERS shall pay all other special assessments or installments not payable by SELLERS.

4. RISK OF LOSS AND INSURANCE. SELLERS shall bear the risk of loss or damage to the Property prior to closing or possession, whichever first occurs. SELLERS agree to maintain existing insurance and BUYERS may purchase additional insurance. In the event of substantial damage or destruction prior to closing, this Agreement shall be null and void; provided, however, BUYERS shall have the option to complete the closing and receive insurance proceeds regardless of the extent of damages. The property shall be deemed substantially damaged or destroyed if it cannot be restored to its present condition on or before the closing date.

5. POSSESSION AND CLOSING. If BUYERS timely perform all obligations, possession of the Property shall be delivered to Buyers on or before September 20<sup>th</sup>, 2018, and any adjustments of rent, insurance, interest and all charges attributable to the SELLERS' possession shall be made as of the date of possession. Closing shall occur after the approval of title by BUYERS and vacation of the Property by SELLERS, but prior to possession by BUYERS. SELLERS agree to permit BUYERS to inspect the Property within 24 hours prior to closing to assure that the premises are in the condition required by this Agreement. If possession is given on a day other than closing, the parties shall make a separate agreement with adjustments as of the date of possession. This transaction shall be considered closed: Upon the filing of the title transfer documents and receipt of all funds due at closing from BUYERS under the Agreement.

6. FIXTURES. Included with the Property shall be all fixtures that integrally belong to, are specifically adapted to or are a part of the real estate, whether attached or detached. Also included shall be the following:

The following items shall not be included:

7. CONDITION OF PROPERTY. The Property is being sold "As Is."

8. ABSTRACT AND TITLE. SELLERS, at their expense, shall promptly obtain an abstract of title to the Property continued through a date no more than 30 days from closing, and deliver it to BUYERS' attorney for examination. It shall show marketable title in SELLERS in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. The SELLERS shall make every reasonable effort to promptly perfect title. If closing is delayed due to SELLERS' inability to provide marketable title, this Agreement shall continue in force and effect until either party rescinds the Agreement after giving ten days written notice to the other party. The abstract shall become the property of BUYERS when the Purchase Price is paid in full. SELLERS shall pay the costs of any additional abstracting and title work due to any act or omission of SELLERS, including transfers by or the death of SELLERS or their assignees. Unless stricken, the abstract shall be obtained from an abstracter qualified by the Guaranty Division of the Iowa Housing Finance Authority.

9. SURVEY. N/A

10. ENVIRONMENTAL MATTERS.

A. SELLERS warrant to the best of their knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, the Property does not contain levels of radon gas, asbestos, or urea-formaldehyde foam insulation which require remediation under current governmental standards, and SELLERS have done nothing to contaminate the Property with hazardous wastes or substances. SELLERS warrant that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLERS shall also provide BUYERS with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed here:

B. BUYERS may at their expense, within 10 days after the date of acceptance, obtain a report from a qualified engineer or other person qualified to analyze the existence or nature of any hazardous materials, substances, conditions or wastes located on the Property. In the event any hazardous materials, substances, conditions or wastes are discovered on the Property, BUYERS' obligation hereunder shall be contingent upon the removal of such materials, substances, conditions or wastes or other resolution of the matter reasonably satisfactory to BUYERS. However, in the event SELLERS are required to expend any sum in excess of \$ 5,000 to remove any hazardous materials, substances, conditions or wastes, SELLERS shall have the option to cancel this transaction and refund to BUYERS all earnest money paid and declare this Agreement null and void. The expense of any inspection shall be paid by BUYERS. The expense of any action necessary to remove or otherwise make safe any hazardous material, substances, conditions or waste shall be paid by SELLERS, subject to SELLERS' right to cancel this transaction as provided above.

11. DEED. Upon payment of the Purchase Price, SELLERS shall convey the Property to BUYERS by Corporate Warranty deed free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of the title shall extend to the time of delivery of the deed excepting liens and encumbrances suffered or permitted by BUYERS.

12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If SELLERS, immediately preceding acceptance of the offer, hold title to the Property in joint tenancy with full rights of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the SELLERS, then the proceeds of this sale, and any continuing or recaptured rights of SELLERS in the Property, shall belong to SELLERS as joint tenants with full rights of survivorship and not as tenants in common; and BUYERS in the event of death of any SELLER, agree to pay any balance of the price due SELLERS under this contract to the surviving SELLERS and to accept a deed from the surviving SELLERS consistent with Paragraph 15.

13. JOINDER BY SELLER'S SPOUSE. SELLER'S spouse, if not a title holder immediately preceding acceptance, executes this Agreement only for the purpose of relinquishing all rights of dower, homestead and distributive share or in compliance with Section 561.13 of the Code of Iowa and agrees to execute the deed or real estate contract for this purpose.

14. STATEMENT AS TO LIENS. If Buyers intend to assume or take subject to a lien on the Property, SELLERS shall furnish BUYERS with a written statement prior to closing from the holder of such lien, showing the correct balance due.

15. USE OF PURCHASE PRICE. At time of settlement, funds of the Purchase Price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

16. APPROVAL OF COURT. Intentionally omitted.

17. REMEDIES OF THE PARTIES.

A. If BUYERS fail to timely perform this Agreement, SELLERS may forfeit it as provided in the Iowa Code (Chapter 656), and all payments made shall be forfeited; or, at SELLERS' option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of BUYERS' default (during which thirty days the default is not corrected), SELLERS may declare the entire balance immediately due and payable. Thereafter this Agreement may be foreclosed in equity and the Court may appoint a receiver.

B. If SELLERS fail to timely perform this Agreement, BUYERS have the right to have all payments made returned to them.

C. BUYERS and SELLERS are also entitled to utilize any and all other remedies or actions at law or in equity available to them, and the prevailing parties shall be entitled to obtain judgment for costs and attorney fees.

18. NOTICE. Any notice under this Agreement shall be in writing and be deemed served when it is delivered by personal delivery or mailed by certified mail, addressed to the parties at the addresses given below.

19. GENERAL PROVISIONS. In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLERS and BUYERS. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

20. NO REAL ESTATE AGENT OR BROKER. Neither party has used the service of a real estate agent or broker in connection with this transaction.

21. CERTIFICATION. Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

22. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

23. ADDITIONAL PROVISIONS.

ACCEPTANCE. When accepted, this Agreement shall become a binding contract. If not accepted and delivered to BUYERS on or before the 15th day of August 2018, this Agreement shall be null and void and all payments made shall be returned immediately to BUYERS. If accepted by SELLERS at a later date and acceptance is satisfied in writing, then this contract shall be valid and binding.

Accepted \_\_\_\_\_  
SELLERS  
Iowa Natural Heritage Foundation

  
\_\_\_\_\_  
Ross Baxter, Land Projects Director

Address : 505 5<sup>th</sup> Ave. Ste 444, Des  
Moines, IA 50309  
Telephone: (515) 288-1846

Dated 15 Aug. 2018  
BUYERS  
Story County Conservation Board

  
\_\_\_\_\_

Address : 56461 180th St, Ames, IA  
50010

Telephone: 515-232-2516

Dated 8-14-18  
BUYERS  
Story County Board of Supervisors

  
\_\_\_\_\_

Address: 900 6<sup>th</sup> Street, Nevada IA  
50201

Telephone: 515-382-6581



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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 Cox, Director

Date: August 14, 2018

Re: Consideration of Purchase Agreement for Ronald "Dick" Jordan Family Wildlife Area

---

The attached purchase agreement with the Iowa Natural Heritage Foundation (INHF) obligates Story County Conservation (SCC) to purchase the Ronald "Dick" Jordan Family Wildlife Area. This wildlife area is located in Washington and Grant townships south of Ames on the east bank of the South Skunk River. The property was offered at a bargain sale to INHF for the purpose of being a wildlife area. INHF and SCC negotiated INHF's purchase and coordinated fundraising and restoration efforts.

The 175-acre wildlife area will offer public hunting, bird watching, and general outdoor recreation opportunities. Restoration activities are underway--many of which have been completed. Several oxbows have been restored, prairie areas have been created, and woodland areas are being improved.

Funding for purchase and restoration has come from diverse sources. Several grants and a large private contribution effort have reduced the need for Story County's support to \$5,000 (already budgeted). This is only .5% of the total project cost. All funding has now been secured.

The Story County Conservation Board recommends your approval of this purchase agreement.

THE STATE OF IOWA  
COUNTY OF STORY

KNOW ALL BY THESE PRESENT

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

**JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD**

This Agreement is made and entered into this 14<sup>th</sup> day of August, 2018, by and between the Story County, Iowa, acting by and through the Chairman of the County Board of Supervisors as an authorized agent for the county, hereinafter referred to as COUNTY, and the City of Ames, acting by and through the Mayor as an authorized agent for the city, hereinafter referred to as AMES, both of Story County, State of Iowa, witnesseth:

**WHEREAS**, under the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance 2017 Edward Byrne Memorial Justice Assistance Grant Formula Program, Local Solicitation, hereinafter referred to as GRANT, funds have become available to the parties for use in improving law enforcement programs; and

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

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

**NOW THEREFORE, AMES and COUNTY agree as follows:**

**Section 1.**

The parties are eligible for funding through the GRANT of up to \$11,334.00. The parties agree that AMES will file a single application on behalf of both parties that provides for distribution of funds as follows:

To AMES - \$11,334.00 to support improvements to the public safety network access and security programs.

**Section 2.**

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

**Section 3.**

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

**Section 4.**

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

**Section 5.**

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

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

**Story County**

By: Rick Sanders, Chairman  
Story County Board of Supervisors

  
\_\_\_\_\_  
Signature

**City of Ames**

By: John Haila, Mayor  
City of Ames

\_\_\_\_\_  
Signature

## **2018 Byrne Grant Summary**

On July 23, 2018, the Ames Police Department received notice that it is eligible for grant funds through the 2018 Department of Justice, Office of Justice Programs, Bureau of Justice Assistance Edward Byrne Memorial Justice Assistance Grant (JAG) Program. Applications are due August 22, 2018.

Grant funds can be used for state and local initiatives, technical assistance, training, personnel, equipment, supplies, contractual support, and information systems for criminal justice, as well as research and evaluation activities that will improve or enhance law enforcement programs related to criminal justice.

Because the Story County Sheriff provides jail services for the county, the grant conditions require that the Sheriff participate in the grant application for funding under this JAG program. The Police Department proposes that the City enter into a Memorandum of Understanding with the Story County for acquisition and use of the funds.

Total funding potentially available to the Ames Police Department and the Story County Sheriff's Office through this grant offering is \$11,334.00. This year the two law enforcement agencies propose to use the funds in a project to improve security and access to the local public safety network. The public safety network provides dispatching, vehicle location, communications, report writing, jail management, and data management functions. The network includes the Ames Police Department, the Story County Sheriff's Office, Story County Conservation officers, and Iowa State University Police. Other emergency response agencies, including Ames Fire and Mary Greeley Medical Center, utilize the mobile dispatch and vehicle location functions of the public safety network.

Access to the network is currently regulated by the participating agencies through the use of NetMotion, a software application that manages both connectivity and security. Since the origin of the network, each of the agencies has managed access from outside the network, independent of each other. As the network has become more complex, members have determined that centralized management of this function will enhance security, standardize procedures, provide redundancy for all agencies, and coordinate and balance network access. Funding available from this grant will be used to hire a consulting service to review, recommend and implement needed security upgrades and to purchase the additional software necessary to achieve that goal.

There is no match required with this grant.

Prepared by: EOR  
For Story County, Iowa

## Countywide Watershed Assessment



**APPROVED**

**DENIED**

Board Member Initials: RS

Meeting Date: 8-14-18

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

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

**Cover Image**

South Skunk River at 170th Avenue

APPROVED / DENIED  
Member Initials: \_\_\_\_\_  
Meeting Date: \_\_\_\_\_  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED DENIED  
 Board Member Initials: A  
 Meeting Date: 8-14-18  
\$5,000



# STORY COUNTY FAÇADE IMPROVEMENT GRANT PROGRAM APPLICATION FORM

## PROJECT INFORMATION

PROJECT ADDRESS Main Street Collins PROPERTY OWNER City of Collins/Private Businesses  
 BUSINESS OWNER (IF DIFFERENT FROM PROPERTY OWNER) N/A NAME OF BUSINESS MAIN STREET COLLINS (3 PROPERTIES)

## CONTACT INFORMATION

APPLICANT (CITY CONTACT PERSON) Brett Comegys CONTACT ADDRESS P.O. Box 15, Collins, IA 52005  
 PHONE 515-681-3999 E-MAIL Brett.M.Comegys@gmail.com

AMOUNT REQUESTED: \$9,460 MATCHING AMOUNT \$16,050

### APPLICATION ATTACHMENT CHECKLIST

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

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

## PLEASE READ

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

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

SIGNATURE OF APPLICANT: [Signature] DATE 8-8-18  
 Name and Title (Chief Elected Official)

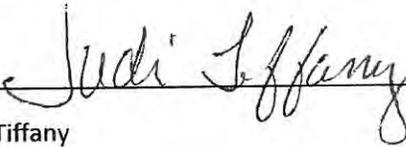
**SUBMIT COMPLETED APPLICATION TO:**  
 Story County – County Outreach and Special Projects Manager  
 900 6<sup>th</sup> Street - Nevada, Iowa 50201  
 or email to: lharter@storycountyia.gov

HAIR HUT

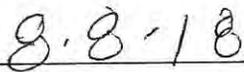
The City is working with the owner of Hair Hut to make a number of changes to her building's exterior. Recently, a city project helped remove an adjacent structure to her shop. The building in question was causing immense structural pressure on her property and we were able to get the site torn down and replaced with a new community space. Unfortunately, she has been left with an exposed wall that does need significant work to help protect it from the elements and to preserve Hair Hut's viability. This work includes rebuilding masonry corners, applying insulation, and creating a protective barrier to the space.

In addition, the owner, Judi Tiffany, is anxious to make other changes as well. We hope to help her install a new commercial grade door and refresh her store's front with a new color. There have been numerous studies on the impact that color has on business, marketing, and the overall impressions people have of something. Being subjected to prolonged exposure to the color brown actually creates a sense of isolationism and loneliness in people. The crazy thing is that our entire Main Street is colored brown. We want to support Judy and our other storefronts with a more inviting and happy environment. A fresh coat of paint will be a step in the right direction to do that.

I, Judi Tiffany, agree with and support the City's efforts as outlined above. I agree to support the City of Collins in their efforts to improve the viability of Main Street business district.

  
\_\_\_\_\_

Judi Tiffany

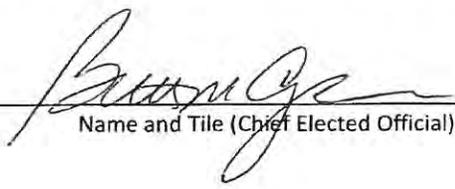
  
\_\_\_\_\_

Date

## Terms of Agreement

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

### Acknowledgement of Terms of Agreement

SIGNATURE OF APPLICANT:  DATE 8/8/18  
Name and Title (Chief Elected Official)

Ciro Dilorio Masonry & Landscaping,  
 LLC  
 901 N. 3rd Ave  
 Marshalltown, IA  
 50158

# Estimate

Date	Estimate #
12/2/2017	433

Name / Address
City of Collins 213 Main Street Collins, IA 50055

			Project
Description	Qty	Rate	Total
Masonry Repair: Install necessary scaffolding. Rebuild masonry corners. Tuck point where necessary. Reset parapet. Install precast coping on parapet using type S spec mix. Apply 2 coats of stucco to exterior side of wall with Acrylic 60 additive. Apply 1 coat of Quick Wall over stucco.		14,560.00	14,560.00
Apply spray foam insulation to exterior wall.		4,100.00	4,100.00
Payment Agreement: 10% Upon Scheduling 40% Upon Starting 25% Midway 25% Upon Completion			
		<b>Total</b>	\$18,660.00

## PROJECT DESCRIPTION

The City of Collins is working with local business owners to make façade improvements to our Main Street. Our efforts are initially focused on the West side of our commercial district. This work will assist in giving our storefronts and rural businesses the “facelift” they need to help support our town’s revitalization efforts, create an engaging economic environment, and make a drastic aesthetic change to the center of Collins. Considering the immense efforts that we have made to upgrade the infrastructure and building interiors, it only makes sense to continue that hard work by updating the exterior as well.

Current View:



## **PARTNERSHIPS/SCOPE OF SERVICES**

### **HAIR HUT**

The City is working with the owner of Hair Hut to make a number of changes to her building's exterior. Recently, a city project helped remove an adjacent structure to her shop. The building in question was causing immense structural pressure on her property and we were able to get the site torn down and replaced with a new community space. Unfortunately, she has been left with an exposed wall that does need significant work to help protect it from the elements and to preserve Hair Hut's viability. This work includes rebuilding masonry corners, applying insulation, and creating a protective barrier to the space.

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### **THE OLD M.I.C. BUILDING**

Midwest Insurance is consolidating some of their offices and are in the process of actually gifting their Collins location to the City. Our intent is to turn around and make this space available to a prospective business (we already have several interested parties looking for commercial space). It is vital that the City helps create an environment that will foster success and support investment. As part of our Main Street "facelift" we plan to brighten up this store front as well, install a new commercial grade door, and provide new signage that is consistent with both Hair Hut and the Wellness Center next door.

### **WELLNESS CENTER**

The Wellness Center occupies the largest storefront affected by our improvement efforts. It too will be the subject of a new color or paint, a new front door, and improved signage that is consistent with other buildings along the strip.

## **LANDSCAPING**

Additional Landscaping will be done around the buildings to help compliment the improvements.

## **TIMELINE**

Estimated date of major completion – October 1<sup>st</sup>, 2018. We have been assured that painting will be done by the end of August with building repairs done within the completion timeline.

## **SCOPE OF SERVICES**

- A. Paint – \$1200 (estimated 20 gallons at \$45 a gallon plus needed paint equipment)
- B. Paint Labor - \$1400
- C. Wall Repairs – \$18,660
- D. Doors – 3 @ \$600 for a total of \$1800 from Lowe's
- E. Door Installation – 3 doors @ \$150 a piece by Girard Carpentry (total \$450)

F. Landscaping - \$500

Miscellaneous costs of decorative vegetation, labor to plant, and additional seeding for the area are all areas we need to provide funding for.

G. Signage - \$1500

We are reaching out to SCALE and the Ames BEC classes to take on the task of coordinating with business owners and the City of Collins to initiate this aspect of the project, with the goal of having them follow through with the complete implementation of design, fabrication, and installation efforts. The City anticipates actually using its staff to do the installs, but needs money to cover the cost of the three (3) signs.

**Total Cost of Improvements - \$25,510**

**City/Business Contribution**

\$10,000 in Main Street Revitalization Funds

\$1200 in Community Betterment Funds

\$750 Building Owners In-kind Donation for Paint Labor

\$4100 Insulation Payment from Hair Hut

**Total Contribution of \$16,050**

**Requested Amount from Story County - \$9,460.**

**OVERALL IMPACT ON MAIN STREET REVITALIZATION**

Considering the fact that all three of the target businesses are interconnected, the idea of taking each storefront on separately would minimize the overall impact of the desired Main Street improvements. It is essential to combine on all three storefronts as part of one project.

**Intended Effects of Improvements:**

Below are examples of several Main Streets that have made comparable façade improvements.





**From:** Brett Comegys  
**To:** [Leanne A. Harter](#); [Martin R. Chitty](#); [Brenda Dryer](#)  
**Subject:** Amended facade request  
**Date:** Thursday, August 9, 2018 1:37:10 PM

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There was a misunderstanding with our initial application. We thought that the grant provided 50% of the projects funding.

Collins would like to amend our request to the 20% limit allotted by the program. The city will backfill any budget deficits with additional monies set aside in our budget that is allocated to community betterment projects.

**From:** Brett Comegys  
**To:** [Leanne A. Harter](#)  
**Cc:** [Martin R. Chitty](#); [Brenda Dryer](#); [City Clerk](#)  
**Subject:** Clarification on Facade Grant  
**Date:** Wednesday, August 8, 2018 4:23:16 PM

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I wanted to take a moment and make sure that I provided clarification on our facade request... and how that request might be confused with the scope of past projects we have requested funding for.

1. We received a sizeable amount of money from the County in the form of TIF funding. Approximately \$98,000 was allotted to help the City of Collins renovate a delapidated building, as well as tear down and remove another. The space that the building was removed from has been earmarked for a new community center multi-use structure. The structure was explained as the end game for the lot, but the portion of the TIF request was earmarked for the demolition portion. The amount needed to remove the building was over \$50,000 and was the only portion of the project that we had actually requested TIF funding for. The actual revitalization of the lot has been coming from separate funding sources other than the County, to include the City coffers.

The second part of the TIF project was to renovate the interior of the "old bar", making it useable for patronage. That work so far has far exceeded the other half of the \$98,000 provided from TIF, with costs backfilled by other funding sources as well. TIF funding went toward building useable restrooms, HVAC, Electrical, Plumbing, reconfiguration of floor space, and all other costs associated with interior renovations.

TIF was not requested to address any of the exterior conditions, or the overall aesthetics of store fronts along Main Street.

Our facade request is separate in several ways:

A. It is directly intended to change the exterior of a building not mentioned in our TIF request... specifically the MIC building and the Hair Hut. Since the facade of those two buildings are interconnected with the new wellness center, it is very difficult to separate the concept of addressing their exterior needs.

B. The work with the wall on Hair Hut is a key component of our efforts to revitalize Main Street, because in the future we intend to raise funds to add signage, a mural, or other form of beautification to the surface. The idea is to showcase the City of Collins as a warm, happy, and exciting place to be in.

C. The Hair Hut wall also is need of stabilization efforts to ensure that her property is viable for the long term. Prolonged exposure has taken a toll on the surface and the prep work we do to add signage (mural, or other types of beautification) will have have the added benefit of sealing it off and helping to guarantee it is structurally sound for her to continue operations long into the future.

So, we are really trying to coordinate different projects together to meet one common goal... to make Collins a better place to do business.

I hope that this helps explain our interest in your grant and allows us to move forward in getting things going. Thank you.



~~APPROVED~~

DENIED

Board Member Initials: MS

Meeting Date: 8-14-19

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

## Story County Priorities For Fiscal Year 2019-20

**\*\*Services funded by Story County must be available and accessible countywide\*\***

The following service categories are listed in a prioritized order (sub-bullets are not prioritized):

1. Services addressing basic needs
  - Affordable, quality childcare
  - Affordable, quality housing (including temporary/transitional housing)
  - Transportation
  - Food and nutrition
  - Access to medical, dental, mental health, substance abuse, and co-occurring care
  
2. Services addressing safety and well-being needs
  - Legal assistance
  - Social and educational development and opportunities
  - Access to emergency services
  
3. Services promoting self-sufficiency
  - Services and supports allowing people to remain in their homes
  - Education and awareness