

The Board of Supervisors met on 11/12/19 at 10:00 a.m. in the Story County Administration Building. Members present: Lisa Heddens, Linda Murken, and Lauris Olson, with Murken presiding. (all audio of meetings available at storycountyowa.gov)

ADOPTION OF AGENDA: Olson asked to remove Consent Agenda item #3 and reconsider next year; staff cannot make the time commitment in the upcoming year. Heddens seconded adopting the agenda with the noted change. Motion carried unanimously (MCU) on a roll call vote.

PROCLAMATION DECLARING THE WEEK OF NOVEMBER 16TH - 24TH, 2019 AS “NATIONAL HUNGER AND HOMELESSNESS AWARENESS WEEK” – Kathy Johnson, Service Coordinator, Community Services, reported on prevention, outreach, and public awareness. Johnson and Olson read the proclamation. Heddens moved, Olson seconded the approval of the Proclamation Declaring the Week of November 16-24, 2019 as “National Hunger and Homelessness Awareness Week”. Roll call vote. (MCU)

PROCLAMATION IN RECOGNITION OF THE PASSAGE AND RATIFICATION OF THE 19TH AMENDMENT – Linda Hagedorn, President, League of Women Voters of Ames and Story County, reported on the centennial of women’s voting rights; Hagedorn and the Board read the proclamation. Olson moved, Heddens seconded the approval of the Proclamation in Recognition of the Passage and Ratification of the 19th Amendment. Roll call vote. (MCU)

WORKFORCE SOLUTIONS AND ECONOMIC DEVELOPMENT QUARTERLY REPORT – Brenda Dryer, Vice President, and Dustin Ingram, Community and Economic Development Outreach Director, both of the Ames Economic Development Commission (AEDC) reported on the unemployment rate, events, the 2020 work plan, and housing needs.

MINUTES: 11/5/19 Minutes – Heddens moved, Olson seconded adopting the Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) new hire, effective 11/13/19, in a) Attorney's Office for Andrew Meyer @ \$12.00/hr; b) Sheriff's Office, effective 11/19/19, for Shelby Smith @ \$1,747.20/bw. Olson moved, Heddens seconded adopting the Personnel Actions as presented. Roll call vote. (MCU)

CLAIMS: 11/14/19 Claims of \$398,522.30 (run date 11/08/19, 35 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from Central Iowa Drug Task Force (\$1,279.75), Holding-Seized Funds (\$956.25), BooST School Ready Services (\$40,016.28), BooST Early Childhood (\$5,608.54), Emergency Management (\$307.21), E911 surcharge (\$2,440.39), County Assessor (\$6,465.75), Ames City Assessor (\$17,585.64), and Central Iowa Community Services (\$97,954.58). Heddens moved, Olson seconded the approval of Claims as presented. Roll call vote. (MCU)

Olson moved, Heddens seconded approval with the removal of item #3 for next year.

1. Renewal license fees between Story County and Solutions, Inc. for EVault backup services, effective 11/1/19-10/31/20, for \$1,200.00
2. Renewal service agreement between Story County and Progress Software Corporation for WhatsUp Gold Network monitoring, effective 12/12/19-12/12/20, for \$4,990.00
4. Resolution #20-36, to abate taxes assessed against mobile homes with a junking certificate pursuant to *Code of Iowa* §435.25
5. New special five-day Class C Native Wine (WCN) for the Whimsical Wine Trailer, 5500 240th St., Ames, Iowa, effective 12/12/19-12/17/19, including outdoor service and Sunday sales
6. Resolution #20-37, detailing the length of lines and assessed and taxable value of utility property for the 2019 Assessment Year pursuant to *Code of Iowa* §433.9
7. Road Closures: #20-23, 20-24
8. Utility Permit: #20-4558
9. Assignment of Certificate of Purchase and Abatement of Taxes Agreement
10. Resolution #20-38, for the abatement of taxes pursuant to *Code of Iowa* §445.16 and §446.31

Roll call vote. (MCU)

WEBSITE LINKING POLICY (AFTER SEVEN-DAY REVIEW) – Leanne Harter, County Outreach and Special Projects Manager, stated she received no additional comments, and recommends adoption. Heddens moved, Olson seconded the approval of the Website Linking Policy following seven-day review. Roll call vote. (MCU)

SUPPORT OF THE LEADERSHIP NEVADA PROGRAM – Leanne Harter, County Outreach and Special Projects Manager, reported on the program’s collaboration with Leadership Ames, and the request for ongoing support. Olson stated support for tuition but not sponsorship. Murken supports Harter’s involvement and the County government session. Discussion took place. Olson moved, the approval of \$100.00 for tuition and a selection process available to all employees. Heddens seconded for discussion. Discussion took place. Olson reported on the past application process. Olson amended her motion to two employees for \$100.00 each. Heddens seconded. Olson aye, Heddens aye, Murken nay. Motion carries. Harter stated she will clarify if the application fee is refundable. The Board concurred.

PROFESSIONAL SERVICES AGREEMENT WITH SNYDER & ASSOCIATES FOR HEART OF IOWA NATURE TRAIL (HOINT) PAVING PHASE 2 ENGINEERING FOR \$42,300.00 (UNBUDGETED) – Mike Cox, Conservation Director, reported on paving HOINT between Cambridge and Huxley. The first phase is complete and two construction grants, totaling \$730,000, have been received. The total project cost is estimated to be approximately \$1,057,000. The Conservation Board recommends approval with \$42,300.00 of funding from the Energy Transfer Fund (ETF). Murken asked about available funds. Cox reported the ETF has \$1,344,654.72 available. Discussion took place. Heddens moved, Olson seconded the approval of the Professional Service Agreement with Snyder & Associates for the HOINT Phase 2 Engineering for \$42,300 from the ETF. Roll call vote. (MCU)

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

Heddens moved, Olson seconded to adjourn at 11:45 a.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Agenda
11/12/19

1. CALL TO ORDER: 10:00 A.M.
2. PLEDGE OF ALLEGIANCE:
3. ADOPTION OF AGENDA:
4. PUBLIC COMMENT #1:
This comment period is for the public to address topics on today's agenda
5. Consideration Of Proclamation Declaring The Week Of November 16th-24th, 2019 As
"National Hunger And Homelessness Awareness Week" - Kathy Johnson

Department Submitting Community Services

Documents:

PROCLAMATION 201919 BOS STORY.PDF

6. Proclamation In Recognition Of The Passage And Ratification Of The 19th Amendment -
Linda Hagedorn

Department Submitting Board of Supervisors

Documents:

PROCLAMATION 19TH AMENDMENT CENTENNIAL COMMEMORATION.PDF

7. AGENCY REPORTS:

- I. Workforce Solutions And Economic Development Quarterly Report - Brenda Dryer And
Dustin Ingram

Department Submitting Auditor

Documents:

QUARTER.PDF

8. CONSIDERATION OF MINUTES:

- I. 11/5/19 Minutes

Department Submitting Auditor

9. CONSIDERATION OF PERSONNEL ACTIONS:

- I. Action Form
 - 1) new hire, effective 11/13/19, in a) Attorney's Office for Andrew Meyer @ \$12.00/hr; b)
Sheriff's Office, effective 11/19/19, for Shelby Smith @ \$1,747.20/bw

Department Submitting HR

10. CONSIDERATION OF CLAIMS:

I. 11/14/19 Claims

Department Submitting Auditor

Documents:

CLAIMS 111419.PDF

11. CONSENT AGENDA:

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

- I. Consideration Of Renewal License Fees Between Story County And Solutions, Inc. For Evault Backup Services Effective 11/01/19-10/31/20 For \$1,200.00
Consent agenda

Department Submitting Information Technology

Documents:

SOLUTIONS EVAULT.PDF

- II. Consideration Of Renewal Service Agreement Between Story County And Progress Software Corporation For WhatsUp Gold Network Monitoring Effective 12/12/19-12/12/20 For \$4,990.00

Department Submitting Information Technology

Documents:

WHATSUP GOLD RENEWAL.PDF

- III. Consideration Of \$2,000 For Tuition For Director Of External Operations Sandra King And Director Of Internal Operations Alissa Wignall To Attend The 2020 Session Of Leadership Ames, A Local Leadership And Community Awareness Academy Offered By The Ames Chamber Of Commerce

Department Submitting Board of Supervisors

Documents:

APPLICATION.PDF

- IV. Consideration Of Resolution #20-36, To Abate Taxes Assessed Against Said Mobile Homes With A Junking Certificate

Department Submitting Treasurers Office

Documents:

RESOLUTION TO ABATE WITH JUNKING CERT.PDF

- V. Consideration Of New Special 5 Day Class C Native Wine (WCN) For The Whimsical Wine Trailer, 5500 240th St., Ames, Ia., Effective 12/12/19-12/17/19, Including Outdoor Service And Sunday Sales

Department Submitting Auditor

Documents:

WCN LICENSE.PDF

- VI. Consideration Of Resolution #20-37, Assessed/Taxable Values Of Utility Companies For 2019 – Payable In 2020-2021 Fiscal Year

Department Submitting Auditor

Documents:

RES2037.PDF

- VII. Consideration Of Road Closure Resolution(S): #20-23, 20-24

Department Submitting Engineer

Documents:

RC 20 23.PDF
RC 20 24.PDF

- VIII. Consideration Of Utility Permit(S): #20-4558

Department Submitting Engineer

Documents:

UT 20 4558.PDF

- IX. Consideration Of Assignment Of Certificate Of Purchase And Abatement Of Taxes Agreement

Department Submitting Treasurer

Documents:

ASSIGNMENT OF CERTIFICATE OF PURCHASE.PDF

- X. Consideration Of Resolution #20-38, For The Abatement Of Taxes Pursuant To Sections 445.16 & 446.31 Code Of Iowa

Department Submitting Treasurers Office

Documents:

2038.PDF

12. PUBLIC HEARING ITEMS:

13. ADDITIONAL ITEMS:

I. Consideration Of Website Linking Policy (After Seven-Day Review) - Leanne Harter

Department Submitting Board of Supervisors

Documents:

DRAFT WEBSITE LINKING POLICYV2.PDF

II. Consideration Of Support Of The Leadership Nevada Program - Leanne Harter

Department Submitting Board of Supervisors

Documents:

CONSIDERATION OF SUPPORT MEMO TO BOS NOVEMBER 2019.PDF

III. Consideration Of Professional Services Agreement With Snyder & Associates For Heart Of Iowa Nature Trail Paving Phase 2 Engineering For \$42,300 (Unbudgeted) - Mike Cox

Department Submitting Conservation

Documents:

HOINT.PDF

14. DEPARTMENTAL REPORTS:

15. OTHER REPORTS:

16. UPCOMING AGENDA ITEMS:

17. 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.

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

19. 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.

County of Story, Iowa Proclamation

“NATIONAL HUNGER AND HOMELESSNESS AWARENESS WEEK”

WHEREAS, for the past twenty-seven years, the National Coalition for the Homeless and the National Student Campaign Against Hunger and Homelessness have sponsored National Hunger and Homelessness Awareness Week; and,

WHEREAS, the purpose of the proclamation is to educate the public about the many reasons people are hungry and homeless, including the shortage of affordable housing in Story County for very low-income residents; and to encourage support for homeless assistance service providers, as well as community service opportunities, for students and school service organizations; and,

WHEREAS, there are many organizations committed to sheltering and providing supportive services, as well as meals and food supplies to the homeless, which include but are not limited to: Assault Care Center Extending Shelter & Support (ACCESS), Emergency Residence Project, Food At First, Good Neighbor Emergency Assistance, Mid-Iowa Community Action (MICA), Story County Community Services, The Hunger Collaboration, The Salvation Army, Veterans Affairs, Youth and Shelter Services (YSS).

WHEREAS, the focus of National Hunger and Homelessness Awareness Week 2019 continue to “**Volunteer.Donate.Educate**”; and,

WHEREAS, Story County Board of Supervisors recognizes that hunger and homelessness continues to be a serious problem for many individuals and families in Story County; and,

WHEREAS, the intent of National Hunger and Homelessness Awareness Week is consistent with the commitment and dedication of the members of the Two Rivers Committee, and the Homelessness Prevention Team to educate the community and to provide the needed services and support to citizens who suffer from Hunger and/or Homelessness circumstances.

THEREFORE, We the, Story County Board of Supervisors do hereby proclaim **November 16-24, 2019**, as “**NATIONAL HUNGER AND HOMELESSNESS AWARENESS WEEK**”. **On behalf of our community, we encourage all citizens to recognize that many people do not have housing and need support from citizens and private/public nonprofit service entities.**

Signed this 12th day of November 2019.



Linda Murken, Chair, Story County Board of Supervisors



PROCLAMATION

19th Amendment Centennial Commemoration

WHEREAS, in 1848 people gathered together in Seneca Falls, New York and cited the unfairness of depriving women of the right to vote; and

WHEREAS, the fight for women's suffrage, from the first women's rights convention to enfranchisement, lasted more than 72 years, with women from all walks of life, political views, and demographic backgrounds asking for the right to voice their opinions at the polls; and

WHEREAS, Iowa women by the thousands advocated for the right to vote and suffragists nationwide turned to public education and persuasion. They held conferences; campaigned; lobbied; marched; pleaded; petitioned; and suffered public disdain, violent opposition, and prison; and

WHEREAS, suffragists pushed for a single constitutional amendment, granting female suffrage on the federal level, dubbed the Susan B. Anthony Amendment; and

WHEREAS, Carrie Chapman Catt led the national movement, meeting with President Woodrow Wilson to secure his support for suffrage in light of women's contributions during World War I; and

WHEREAS, it took male allies to support women in their endeavor to vote, for it was sons, husbands, and fathers who ultimately heard the calls of women and the House of Representatives took a historic vote on May 21, 1919 followed by the Senate on June 4, 1919, and three-fourths of the states needed to ratify the 19th Amendment; and

WHEREAS, Iowa was the 10th state to ratify the 19th Amendment on July 2, 1919 and Tennessee was the 36th state to ratify the 19th Amendment, making it the law of the land on August 26, 1920 whereby millions of women were enfranchised; and

WHEREAS, the introduction, passage and ultimate ratification of the 19th Amendment were the culmination of decades of work and struggle by advocates for the rights of women across the United States; and

WHEREAS, the ratification of the 19th Amendment ensured women could more fully participate in our democracy and fundamentally changed the role of women in the civic life of our Nation; and

WHEREAS, most of the women who began asking for the right to vote never lived to see the enfranchisement of women; and

WHEREAS, the daughters, granddaughters, and great granddaughters of the women who fought so hard to vote have been making their voices heard at the polls for nearly 100 years; and

WHEREAS, women are running for office in unprecedented numbers, many current politicians, both male and female, remember that they follow in the footsteps of these great suffragists; and

WHEREAS, the centennial anniversary of the ratification of the 19th Amendment represents a historical milestone to be lauded and celebrated.

NOW, THEREFORE, BE IT RESOLVED THAT We, the Story County Board of Supervisors, do hereby proclaim calendar year 2020 to be the **19th Amendment Centennial Commemoration** and

1. commemorates the 100th anniversary of the passage and ratification of the 19th Amendment, providing for women's suffrage, to the Constitution of the United States;
2. honors the role of the ratification of the 19th Amendment in further promoting the core values of our democracy as promised by the Constitution of the United States;
3. reaffirms the opportunity for people in the United States to learn about and commemorate the efforts of the women's suffrage movement and the role of women in our democracy; and
4. reaffirms the desire of Iowa's citizens to continue strengthening democratic participation and to inspire future generations to cherish and preserve the historic precedent established under the 19th Amendment.


SIGNATURE

11/12/19
DATE

SIGNATURE

DATE

SIGNATURE

DATE



AEDC QUARTERLY REPORT

Workforce Solutions & Outreach

Tuesday, November 12, 2019



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ECONOMIC DEVELOPMENT COMMISSION

WORKFORCE SOLUTIONS – 3RD QUARTER UPDATE

Story County Unemployment: 1.5% (September 2019)

Business establishments in the Ames Metro area bolstered payrolls by 5,000 jobs in September, leaving total nonfarm employment up 1,400 jobs. This month's increase is somewhat higher than what is expected historically and mostly the result of seasonal gains in state government education (+3,800). Overall, government added 4,400 jobs in September. Private services increased by 600 jobs, more than historically expected, and goods producing industries were unchanged since August.

TAI Partnership

Denver “Meet Up” October 28th – 80 registered

Follow Up messages sent – following up with our personal connections made at event

Continue to actively market to new “pins” each month



DENVER

MEETUP

OCTOBER 28, 2019



Ames

ECONOMIC DEVELOPMENT COMMISSION

Participated in an Engineering & Science Virtual Career Fair
Marketing to 350 leads that have expressed willingness to re-locate

IowaWorks Career Fair December 12th

Last event of 2019 / Story County Medical Conference space (10-Noon)

ISU Daily / Cyclone Fanatic Advertising – trial till end of year

TWO goals for Daily advertising / encourage student employment and longer term employment in Story County

Podcasts – Chris Williams

Future Ready Iowa Summit – November 19th 7:00 – 9:30 / CORE Facility

Employer Focused

Topics Include: Apprenticeships, Up Skilling Existing Workforce, Project Based Learning, Engaging Underutilized populations, and state funding to support Future Ready initiatives!



Ames
ECONOMIC DEVELOPMENT COMMISSION

PILOT –

Second session held November 8th / TOPIC: **INCLUSION**

Moving around Story County

Three remaining sessions to happen in 1st and 2nd quarter 2020

- Leadership, Opportunity, Teamwork

Open to ALL Story County area schools

“Self Selected” to participate

Looking ahead to 2020

Education / Business Portal

All Story County K-12 Career Fair

Enhancing relationship with TAI

Women In Manufacturing Event – April

Parent / Student Manufacturing Event



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ECONOMIC DEVELOPMENT COMMISSION

Economic Development Leaders Summit

- Approximately 70 attendees from throughout Story County
- Topics: Housing, Entrepreneurship, TIF/Urban Renewal, AEDC resources, local success
- Positive feedback, significant interest in this becoming a regular event



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Downtown Revitalization

- The City of Zearing is determining a price to lease residential units in the redeveloped Bank Building.
- Cambridge has created phases for the restoration of the Opera House, will seek Iowa DNR Derelict Building funding for demolition component.
- Roland leaders conducted a downtown building tour to identify potential Catalyst projects. One property owner is eager to collaborate.
- Gilbert is exploring the concept of a coworking space in its downtown.
- McCallsburg may have opportunities for downtown improvements.
- Junior's General Store in Collins held on Sunday, October 6.



Community & Economic Development

- The Roland Area Development Corporation will hold a strategic planning session on Monday, November 18.

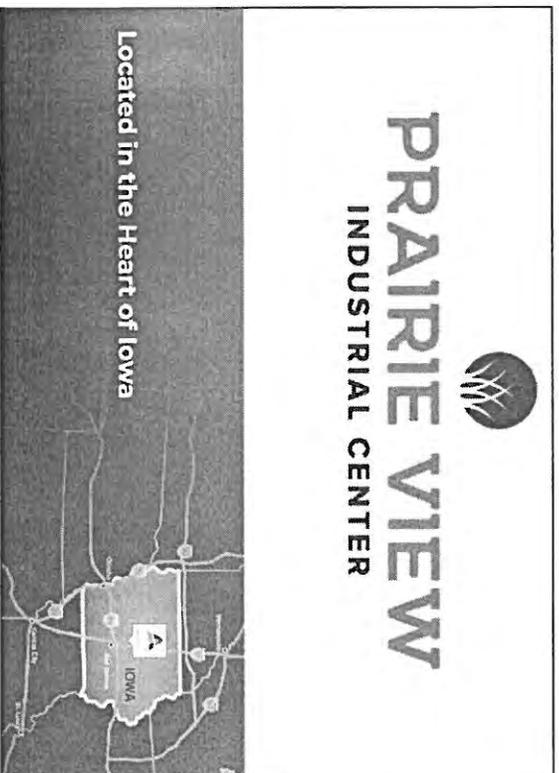
- Zearing is exploring opportunities for commercial/industrial development.

- Prairie View Industrial Center has received Site Certification status!

- The City of Maxwell has received CDBG for infrastructure.

- Communities throughout Story County proclaimed Manufacturing Day 2019.

- December CVN



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Community & Economic Development

- We are being attentive to progress on the Housing Needs RFP and opportunities for housing development throughout Story County:
 - Option agreements in Roland
 - Downtown housing opportunities
 - Infill
 - McCallsburg
- Economic Impact Awards
 - Gross-Wen Technologies
 - Landus
 - The City of Collins
- Story County Community Foundation Grant Awards Ceremony



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Thank you for your support!



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SOLUTIONS

Solutions, Inc

Phone: (712) 262-4520
Fax: (712) 262-3477
2311 West 18th Street
Spencer, IA 51301

Invoice

Number: **302457**
Date: 11/4/2019

For the period from 11/1/2019 thru 10/31/2020

Bill-To

Attn: Barbara Steinback
Story County IA I.T. Office
900 6th Street
Nevada, IA 50201 U.S.A.

Ship-To

Attn: Barbara Steinback
Story County IA I.T. Office
900 6th Street
Nevada, IA 50201 U.S.A.

Contract	Start Date	End Date	Contract Type	Reference	Terms	Inv. Batch	A/R Cust. No.	PO No.
16039	11/1/2019	10/31/2020	"Solutions" Application Software Support		Net 30	31622	8590	

EVault Backup for iSeries

\$1,200.00

Item Total: \$1,200.00

Thank you for choosing "Solutions", Inc.

Total Amount Due: \$1,200.00

APPROVED **DENIED**
Board Member Initials: JS
Meeting Date: 11/12/19
Follow-up action: _____



Quote Created: 19-Sep-2019
Quote valid until: 19-Oct-2019

MSRP QUOTE: 2019-79200
Ipswitch Contact: Danielle Smith
 danielle.smith@ipswitch.com
 (781) 645-5538

Company: Story County

Ship to: Story County

Bill to: Story County

Contact: Kyle Beste

Contact: Kyle Beste

Contact: Kyle Beste

Address: 900 Sixth St.
 Nevada, Iowa
 United States
 50201

Address: 900 Sixth St.
 Nevada, Iowa
 United States
 50201

Address: 900 Sixth St.
 Nevada, Iowa
 United States
 50201

Email: kbeste@storycountyiowa.gov

Email: kbeste@storycountyiowa.gov

Email: kbeste@storycountyiowa.gov

Description	Qty	List Price	Ext. Price	Total
WhatsUp Gold Total Plus 300 Service Agreement with up to 1 Year Service Part Number: NM-74YH-0180 Serial Number: 5E5B8VEEFP92DYE Start Date: 12-Dec-2019 End Date: 12-Dec-2020	1	\$4,990.00	\$4,990.00	\$4,990.00
			Total List:	\$4,990.00
			TOTAL:	\$4,990.00

REINSTATEMENT OF SUPPORT FOR LATE RENEWALS

Ipswitch will apply the following reinstatement policy to support and maintenance renewals that are renewed after the current expiration date. If purchases are received more than 15 days after the expiration date (15 day grace period), the new support term will begin at the original date of expiration and be extended for the period of time from this date.

The following rules also apply to late renewals:

- A fee of \$300 per configuration for renewals that are 15 days to 3 months late
- A fee of \$600 per configuration for renewals that are 3 to 9 months late
- A fee of \$600 per configuration for renewals that are 9 months to 1 year late, plus an additional year of support and maintenance.



Quotation ID: 2019-79200

To place an order, please email quotation along with your purchase order to the attention of: **danielle.smith@ipswitch.com**

General Terms	
<ul style="list-style-type: none"> Prices quoted herein are expressed in US Dollars (USD) A hardcopy purchase order or credit card is required for purchasing Quote must be signed by someone authorized to purchase on behalf of the company 	<ul style="list-style-type: none"> Payment terms are: Net 30 All orders with a value of \$100 or less must be prepaid

Remit to:

Wire Transfer

ABA/Transit #: 0115-0012-0
 SwiftCode: CTZIUS33
 Progress Software Corporation
 Account #: 110784-473-5

Pay by Check

Progress Software Corporation
 PO Box 84-5828
 Boston, MA
 02284-5828

Prices quoted are exclusive of applicable sales tax. If claiming tax exemption due to exempt or reseller status, please provide a sales tax exemption or reseller certificate for the state in which you are claiming the exemption and add your tax exempt number on your purchase order.

PAYMENT OPTIONS	
Purchase Order Number:	
<input checked="" type="checkbox"/> Please Invoice. Purchase order not needed and payment will be issued off of invoice.	
Print Full Name: <u>Linda Murken</u>	
Authorized Signature:	Date: <u>11/12/19</u>
<i>Quote must be signed by someone authorized to purchase on behalf of the Company.</i>	
Bill To Address: <u>900 Sixth Street</u>	
City, State, Zip/Postal Code: <u>Nevada, Town 50201</u>	
Signature: <u>[Signature]</u>	Date: <u>11/12/19</u>

BOARD OF SUPERVISORS RESOLUTION NO. #20-36

RESOLUTION TO ABATE TAXES ASSESSED AGAINST SAID MOBILE HOMES WITH A JUNKING CERTIFICATE

WHEREAS, the following mobile homes are located at 101 1st Ave, Slater, Iowa, a/k/a Hammonds Mobile Home Park, in Story County, Iowa; and,

WHEREAS, said mobile homes are in the process of being removed from the park due to being abandoned by the owners; and

WHEREAS, now Junking Certificates were issued on November 5, 2019; and,

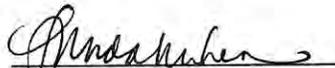
WHEREAS, said mobile homes have outstanding county tax sales and/or delinquent taxes against them; and,

WHEREAS, Section 435.25 of the Code of Iowa, states that when it is administratively impractical to pursue tax collection through the remedies of this section, all taxes, regular and special, interest, and costs shall be abated by resolution of the county board of supervisors. The resolution shall direct the treasurer to strike from the tax book the reference to said mobile home; and,

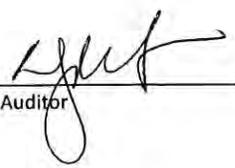
NOW, THEREFORE BE IT RESOLVED, that all delinquent taxes on the following mobile homes are hereby abated. The county treasurer is directed to strike from the tax book the delinquent taxes that are in reference to said mobile homes:

Rude, Stephanie	Vin #64121109	JC #850137655	Amount \$ 190.00
Rhodes, Howard	Vin #K255FDPX630016	JC #850137653	Amount \$3,485.00
Rhodes, Howard	Vin #1119	JC #850137652	Amount \$1,974.00
Johnson, Robert & Anderson, Francis H	Vin #1835	JC #850137656	Amount \$ 150.00
Sumpter, Stephen A	Vin #016851V	JC #850137654	Amount \$ 816.00

APPROVED this 12th day of November, 2019.

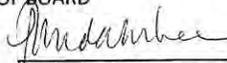

Chairperson, Board of Supervisors

Attest:


County Auditor

ROLL CALL Lauris Olson Yea Nay Absent
FOR ALLOWANCE Lisa Heddens Yea Nay Absent
 Linda Murken Yea Nay Absent

ALLOWED BY VOTE
OF BOARD Yea 3 Nay 0 Absent 0


CHAIRPERSON Above tabulation made by 

Applicant License Application ()

Name of Applicant: Nicole Schneider
Name of Business (DBA): The Whimsical Wine Trailer
Address of Premises: 5500 240th St
City Ames **County:** Story **Zip:** 50014
Business (515) 291-8834
Mailing 710 2nd ave.
City Collins **State** IA **Zip:** 50055

Contact Person

Name Nikki Schneider
Phone: (515) 291-8834 **Email** thewhimsicalwinetrailer@gmail.com

Classification Class C Native Wine (WCN)

Term: 5 days

Effective Date: 12/12/2019

Expiration Date: ~~9/17/2020~~ 12/17/19

Privileges:

- Class C Native Wine (WCN)
- Outdoor Service
- Sunday Sales

APPROVED **DENIED**
Board Member Initials: JS
Meeting Date: 11/12/19
Follow-up action: _____

Status of Business

BusinessType: Sole Proprietorship
Corporate ID Number: XXXXXXXXXX **Federal Employer ID** XXXXXXXXXX

Ownership

Nicole Schneider

First Name: Nicole **Last Name:** Schneider
City: Ames **State:** Iowa **Zip:** 50055
Position: Owner
% of Ownership: 100.00% **U.S. Citizen:** Yes

Benjamin Schneider

First Name: Benjamin **Last Name:** Schneider
City: Ames **State:** Iowa **Zip:** 50055
Position: Husband
% of Ownership: 0.00% **U.S. Citizen:** Yes

Insurance Company Information

Insurance Company: Windsor Union Insurance Company

RESOLUTION 20-37

**Assessed/Taxable Values of Utility Companies for 2019
(Payable in 2020-2021 Fiscal Year)**

Be it Resolved, that pursuant to §433.9, *Code of Iowa*, there be ordered entered in the minute book the length of lines and the assessed value of the property of each of the following utility companies situated in each city, township, or lesser taxing district in its county as fixed by the Director of Revenue and certified to the County Auditor.

Gas and Electric utility assessed and taxable values are determined on a company-by-company basis. The taxes on said utility property when collected by the County Treasurer shall be disposed of as taxes on real estate. A detailed report showing the value for each company by taxing district is on file in the County Auditor's Office.

Utility Name	Miles/Type	Rate	Assessed Value	Taxable Value
Commercial Telephone & Telegraph				
AT&T	26.27		286,669	286,669
Colo Telephone Co	227.41		540,000	540,000
Ellsworth Telephone Co	.46		1,059	1,059
Huxley Communications	186.05		709,356	709,356
IMON Communications	39.74		82,235	82,235
Iowa Network Services Inc	84.32		953,218	953,218
Windstream Iowa Telecom	561.17		3,326,569	3,326,569
Jefferson Telephone Company	.75		2,361	2,361
Level 3 Communications LLC	83.20		417,401	417,401
MCI Verizon	23.97		138,987	138,987
McLeod USA Network Services Inc	105.58		477,189	477,189
Mediacom Communications Corp	462.84		373,649	373,649
Minerva Valley Telephone Co	102.66		69,574	69,574
Ogden Telephone Company	2.11		8,985	8,985
Partner Communications Coop	4.57		20,567	20,567
Centurylink Communications Corp	28.70		187,727	187,727
Qwest Corporation	584.00		6,341,170	6,341,170
Sprint	24.15		57,373	57,373
Railroads				
Union Pacific Corporation	68.75	1079636.298900	74,224,996	66,802,497
Pipelines				
Magellan Pipeline Co, LP	Pipeline		4,165,213	4,165,213
Northern Natural Gas Co	Pipeline		3,806,068	3,806,068
Koch Pipelines	Pipeline		1,004,211	1,004,211
Dakota Access LLC	Pipeline		63,246,872	63,246,872

Sub-Total Non Gas & Electric

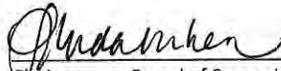
160,441,449 153,018,950

Utility Name Gas & Electric	Type	Assessed Value	Taxable Value
Ames Municipal Electric	Transmission	13,966	15,953
Basin Electric	Gas	0	0
Black Hills Energy Group	Gas	580,606	178,989
Central Iowa Power Coop	Transmission	9,467,099	4,084,748
Consumers Energy	Distribution	11,030,460	1,500,135
Corn Belt Power Co	Transmission	837,053	340,419
Corn Belt Power Co	Gas	0	4,360
Interstate Power & Light Co	Electric	69,946,094	10,867,646
Interstate Power & Light Co	Gas	72,905,630	17,923,645
ITC Midwest LLC	Transmission	72,147,527	6,318,009
Mid-American Energy	Electric	512,863	269,759
Midland Power Coop	Distribution	4,223,464	775,394
State Center Municipal Utility	Transmission	7,972	21,170
Story City Electric Utility	Transmission	249,585	132,855
County Total		241,922,319	42,433,082

VALUES CERTIFIED BY THE IOWA DEPARTMENT OF REVENUE
Grand Total of All Utilities in Story County

County Total	402,363,768	195,452,032
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Dated at Nevada, Iowa this 12th Day of November, 2019

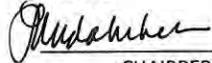

 Chairperson, Board of Supervisors

Attest:


 County Auditor

ROLL CALL FOR ALLOWANCE
 Lauris Olson Yea Nay ___ Absent ___
 Lisa Heddens Yea Nay ___ Absent ___
 Linda Murken Yea Nay ___ Absent ___

ALLOWED BY VOTE OF BOARD
 Yea 3 Nay 0 Absent 0


 CHAIRPERSON Above tabulation made by 

Closure No. 20-23

Date November 6, 2019

Resolution

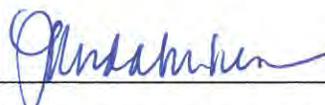
BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction in section 36 Franklin, 1 Washington on

Stage Coach Rd closed between Old Bloomington Rd and 13th St, Ames

Motion by: Olson Seconded by: Heddens

Olson	<input checked="" type="checkbox"/>	Aye	Heddens	<input checked="" type="checkbox"/>	Aye	Murken	<input checked="" type="checkbox"/>	Aye
	<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay
	<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent


Story County Board of Supervisors

Closure No. 20-24

Date November 6, 2019

Resolution

BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of Construction in section 5-4 Grant on

580th Ave is closed from Lincoln Hwy (E41) to 220th St (13th St)

Motion by: Olson Seconded by: Heddens

Olson	<input checked="" type="checkbox"/>	Aye	Heddens	<input checked="" type="checkbox"/>	Aye	Murken	<input checked="" type="checkbox"/>	Aye
	<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay
	<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent



Story County Board of Supervisors

STORY COUNTY UTILITY PERMIT

Date 11/6/2019

To the Board of Supervisors, Story County, Iowa:

The Windstream Iowa Communications, LLC Company, incorporated under the laws of Iowa, authorize to do business within the State of Iowa, with its principal place of business at 4001 N. Rodney Parham Road, Little Rock, AR 72212, 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 Copper Communication cable by boring on secondary route 130th Street, from 62277 130th Street to 620th Ave, a distance of 0.23 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 11/5/2019

Windsteram Iowa Communications, LLC
Name of Company (Applicant - Permittee)

Deanna S. Phillip 501-748-9471
by Phone no.

Recommended for Approval:

Date 11-6-19

Darren Allen 515-382-7355
County Engineer Phone no.

Approved:

Date 11/12/19

Mudakhen
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.

**ASSIGNMENT OF CERTIFICATE OF PURCHASE
AND
ABATEMENT OF TAXES
AGREEMENT**

This assignment and agreement is between Apple Grove Investments Inc., and Story County, Iowa, for the following real property, showing the previous owners and taxes for the period indicated:

Description:
S Pearl Street
Zearing, Iowa 50278

Previous Owners:
Gray, Jeffrey S & Laura L

Taxes:
\$3,363.00 taxes from 2011 to the present

The agreement terms are as follows:

Pursuant to Iowa Code §446.31, Story County Iowa agrees to assign the certificate of purchase to Apple Grove Investments Inc. in the amount of Five Hundred Sixty-Five Dollars (\$565.00) and further agrees that the Story County Treasurer will abate the remaining taxes due and owing. Apple Grove Investments Inc. agrees to pay the assignment transaction fee of ten (10) dollars.

Signed this the 12th day of November, 2019.

Apple Grove Investments Inc.
By Mike Klemme



Chair, Story County Board of Supervisors

Minutes of this agreement can be found on the 11/12, 2019 meeting of the Story County Board of Supervisors

BOARD OF SUPERVISORS RESOLUTION NO. 20-38

RESOLUTION TO ABATE TAXES ASSESSED AGAINST SAID PROPERTY

WHEREAS, the following property, parcel #0421274300 and situated in Story County, Iowa; and,

WHEREAS, said property has delinquent taxes and/or outstanding County Tax Sale; and,

WHEREAS, said property adjoins the back side of 202 E Grant St., Zearing, Iowa, and,

WHEREAS, pursuant to Section 446.31 of the Code of Iowa, the county may assign the certificate of purchase for the amount due, or compromise the amount due and owing, or alternatively, pursuant to Section 445.16, Code of Iowa, the BOS may abate the total amount due on said property and assign the county certificate to Apple Grove Investment Inc; and,

WHEREAS, Section 445.16 of the Code of Iowa, states that when it is administratively impractical to pursue tax collection through the remedies of this section, all taxes, regular and special, interest, and costs shall be abated by resolution of the county board of supervisors. The resolution shall direct the treasurer to strike from the tax book the reference to said property;

NOW, THEREFORE BE IT RESOLVED, that all delinquent taxes on the following property are hereby abated. The county treasurer is directed to strike from the tax book the delinquent taxes that are in reference to said property:

Parcel: 0421274300 Gray, Jeffrey S & Laura L Remaining Balance: \$2,798.00

APPROVED this 12th day of November, 2019.



Chairperson, Board of Supervisors

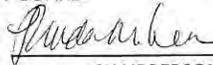
Attest:



County Auditor

ROLL CALL	Lauris Olson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
FOR ALLOWANCE	Lisa Heddens	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
	Linda Murken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>

ALLOWED BY VOTE OF BOARD Yea 3 Nay 0 Absent 0

 Above tabulation made by 
CHAIRPERSON



Board of Supervisors

Story County, Iowa

Website Linking Policy

Approval Date:

__/__/____

Effective Date:

__/__/____

Revision No:

__

Reference: BOS Minutes: __/__/__

Initially Adopted: 02/17/2015

Distribution: (Elected Officials, Department Heads, County Employee Handbook, Intranet, etc.)

GENERAL POLICY

Story County, Iowa has adopted a policy on links from the County's website at www.storycountyiaowa.gov. Story County limits links only to those sites ~~that~~ which promote the ~~economic welfare, tourism, and industry~~ of Story County government, as well as links to other government and educational institutions.

POLICY

Story County ~~will not~~ only ~~permits~~ an electronic links from the County's website ~~except upon~~ when meeting the following conditions, and only after written submittal of the Website Link Request-Story County, Iowa (Appendix A), to Story County is approved by the County Outreach and Special Projects Manager. Such approval shall be based upon information in the Website Link Request - Story County, Iowa showing that the applicant meets at least one of the following criteria:

- The State of Iowa, ~~or the~~ Federal Government or other local government agencies or an agency thereof;
- An educational institution in the State of Iowa funded with public funds;
- A not-for-profit corporation organized under the laws of the State of Iowa which promotes the ~~economic~~ welfare, environmental welfare, and/or tourism and/or industry of Story County, Iowa;
- A commission or agency funded in whole or in part by the Story County, Iowa;
- A party that has an established partnership with Story County and which promotes the ~~economic~~ welfare, environmental welfare, tourism and/or industry of the County.
- Emergency management issues.
- Other links may be considered by the Board of Supervisors upon official request.

Placement of the link is at the sole discretion of Story County.

Those websites for which links have been approved and placed on the Story County website are not controlled, maintained, or regulated by the County or any organization affiliated with the County, and Story County is not responsible for the content of those websites. Use of information obtained from those websites is voluntary, and reliance on that information should only be undertaken after an independent review of its accuracy. Reference at those websites to any specific commercial product, process, or service by trade name, trademark, or otherwise does not constitute or imply endorsement or recommendation by Story County.

Links to websites may be terminated if Story County determines in its sole discretion that the linking party ceases to meet the criteria as outlined in this policy.

Appendix A
Website Link Request
Story County, Iowa



County Outreach and Special Projects Manager
Story County, Iowa

Administration Building
900 6th Street, Nevada, Iowa 50201

Ph. 515-382-7247 Email: lharter@storycountyiowa.gov
www.storycountyiowa.gov

TO: Story County Board of Supervisors
FROM: Leanne Lawrie Harter, AICP, CFM
RE: Consideration of Support for Leadership Nevada
DATE: November 6, 2019

Leadership Nevada is getting ready to launch the 2020 application process. Leadership Nevada was created to develop, inspire, inform and foster local leaders in the community. The program design gives both experienced and developing leaders the opportunity to view the community through a wider lens by providing direct interaction with a wide variety of organizations and people that shape the community. Participants strengthen their personal leadership core competencies, skills and strategies.

For calendar year 2020, Leadership Nevada is partnering with Leadership Ames for the Leadership Development portion of the program. In addition, within Leadership Nevada, there are eight sessions dedicated to Civic Engagement in Nevada providing opportunities for participants to learn about community involvement and advancement. These sessions include This is Nevada, City of Nevada, Nevada Community Schools, Main Street Nevada, Healthcare and Wellness, Agriculture, Business and Industry, and County Government.

Story County has been involved with Leadership Nevada since the program's inception, including providing financial support for the program, class participants, service on the Leadership Nevada Steering Committee, and hosting the County Government Session. Below is a snapshot of Story County's role with the Leadership Nevada program:

- Les Beck (former Story County Planning and Zoning Director) serving on Steering Committee (at the formative stages of the program).
- Leadership Nevada Steering Committee member – Leanne Harter since 2002
- Financial support to Leadership Nevada - \$500 in FY17
- Leadership Nevada participants (current County employees):
Stacie Herridge
Erin Rewerts
Leanne Harter

In addition, many of those volunteering on Story County Boards and Commissions (past and present) are graduates of the Leadership Nevada program. Their interests in serving



County Outreach and Special Projects Manager
 Story County, Iowa
 Ph. 515-382-7247 Email: lharter@storycountyiowa.gov
www.storycountyiowa.gov

to some degree came about from participating in Leadership Nevada and opportunities to learn about Story County.

In past years, Leadership Nevada was “housed” through the Nevada Chamber of Commerce. With the establishment of the Main Street Nevada program, that entity will be housing the Leadership Nevada program from this point forward.

The steering committee will continue to develop and administer the program as had been done historically.

The Leadership Nevada Steering Committee is organizing for the 2020 class, and as such, is reaching out to current and past entities supporting the efforts. As such, Staff is seeking direction from the Board of Supervisors in regards to the following areas:

- Financial contributions from Story County to Leadership Nevada
- Ongoing involvement in the Leadership Nevada Steering Committee (by County staff)
- Potential for Leadership Nevada Class of 2020 Participants
- County Government Session (facilitation)

APPROVED **DENIED**

Board Member Initials: *ML*

Meeting Date: 11/12/19

Follow-up action: 2 employees \$100 each.
 to attend Leadership Nevada.



Story County Conservation Board - McFarland Park 56461 180th 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 Cox, Director
Date: November 12, 2019
Re: Consideration of Professional Services Agreement with Snyder & Associates for Heart of Iowa Nature Trail Paving Phase 2 Engineering in the Amount of \$42,300 (Unbudgeted).

The attached agreement secures services with Snyder & Associates for engineering services for Phase 2 of the Heart of Iowa Nature Trail paving. Snyder & Associates will provide design and bid document preparation for the Phase 2 paving project between Huxley and Cambridge. Two grants have been secured to date for this construction. These grants are for a combined total of \$730,000.00. The project total is estimated to be \$1,057,000.00. We will continue to seek additional outside funding by leveraging the available balance for this project in the Energy Transfer Fund.

Story County Conservation Board requests that this expenditure be funded from Story County's Energy Transfer Fund per Resolution #17-36 approved by the Story County Board of Supervisors on November 8, 2016.

Story County Conservation Board recommends approval of this agreement and the expenditure of \$42,300 from the Energy Transfer Fund.


Approval

Date

11/12/19

Disapproval

Date



STANDARD PROFESSIONAL SERVICES AGREEMENT
(Modified)

NOW ON THIS ____ day of _____, 2019, Snyder & Associates, Inc.,
2727 SW Snyder Boulevard., Ankeny, IA 50023 (hereinafter, Professional), and
Story County Conservation, 56461 180th Street, Ames, IA 50010
(hereinafter, Client) do hereby agree as follows:

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

ADDITIONAL TERMS AND CONDITIONS

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

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

Exhibit A Scope of Services

Exhibit B Fee Schedule

Exhibit C Insurance

Exhibit

Story County (Client)

SNYDER & ASSOCIATES, INC. (Professional)

By: Linda Murken

By: _____

(Authorized agent)

(Authorized agent)

Linda Murken

(Printed or typed signature)

(Printed or typed signature)

Route executed copy to:

EXHIBIT A**HEART OF IOWA NATURE TRAIL
PHASE 2 PAVING – HUXLEY TO SOUTH SKUNK RIVER BRIDGE****SCOPE OF SERVICES:****I. PROJECT DESCRIPTION**

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

The Heart of Iowa Trail Extension Project from the intersection of 560th Avenue in Huxley to the west side of the South Skunk River Bridge which is an approximate distance of 3.3 miles. The trail paving will be along an established aggregate trail surface along old railroad grade. Scope of services include project administration, topographic survey, preliminary design, final design, preparation of construction plans, and bidding assistance. It is the Consultant's understanding that this project will be designed and let as one project with one set of Construction Documents, the project will be let through Iowa DOT. Both Iowa DOT and Iowa SUDAS will be used for design guidance. Iowa DOT will be used as construction specifications.

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

- a. Monthly progress reports and invoicing to the Client.
- b. Project coordination with the Client, County, and utility companies. Two (2) meetings are included in this Scope.
- c. Project design review and coordinate with the Client. Two (2) meetings are included in this Scope.
- d. Consultant shall assist in preparing and submitting necessary permits for the PROJECT including Iowa DOT Perform Work Within State Highway ROW and NPDES Permit, if required. All permit fees will be paid by the Client and permit fees will be passed through monthly invoicing as a separate task.

2. Topographic Survey

- i. The Consultant shall provide topographic survey within the project area described above as follows:

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

3. Preliminary Design

Consultant shall perform preliminary design work necessary to define the project scope and order of magnitude construction costs. Consultant will utilize Lidar contours outside of existing trail shoulders. Consultant will utilize the topographic survey and base maps to prepare construction drawings for this PROJECT. This plan shall be in substantial conformance with the agreed plan of

action from the Client and Iowa DOT. The construction documents and specifications shall include:

- a. Titlesheet showing project location information and other required information per Iowa DOT standards.
- b. Typical section including; trail pavement, roadway crossing detail, subbase, subgrade, shoulder, foreslope/backslope, ditch sections, etc.
- c. General notes sheet.
- d. Project bid items and quantities.
- e. Plan and profile sheets showing base mapping, project trail improvements, construction limits, existing ROW based on Story County GIS assessor parcel mapping, ditch grading, utility improvements, existing and proposed profile, and other pertinent notes and information. Profile will be noted as matching existing grade unless special design of profile is needed to facilitate drainage or meet ADA compliance.
- f. Survey sheet showing horizontal and vertical project control.
- g. Traffic control and staging sheets including general traffic control and staging notes.
- h. Cross sections along the trail at approximately 100' intervals.

Consultant shall perform culvert condition assessment on up to two (2) existing culverts between 560th Avenue and Interstate 35. Condition assessment shall include a summary of findings, recommendation of repair / replacement (if any), and estimated costs. This scope of services does not include structural design regarding repair or replacement of these culverts.

Consultant shall design trail under Interstate 35 with the understanding the Interstate 35 bridge and the bridge foreslopes remain as-is.

Consultant shall submit Concept Statement to Client for review and approval. Consultant shall submit Concept Statement to Iowa DOT through standard project development procedures.

Consultant shall submit preliminary plans and opinion of probable construction costs to the Client and Iowa DOT through standard project development procedures for review and comment.

4. Final Design

When preliminary plans are reviewed and upon notice from the Client to proceed on Final Design the Consultant shall prepare final design details and construction plans for the project. Final design and plan production to include;

- a. Titlesheet showing project location information and other required information per Iowa DOT standards.
- b. Typical section including; trail pavement, roadway crossing detail, subbase, subgrade, shoulder, foreslope/backslope, ditch sections, etc.
- c. General notes sheet.
- d. Project bid items, quantities, and estimate reference information.
- e. Other project tabulations and standard notes.
- f. Road crossing details.
- g. Standard type culvert design, if applicable.
- h. Plan and profile sheets showing base mapping, project trail improvements, construction limits, existing ROW based on Story County GIS assessor parcel mapping, ditch grading, utility improvements, existing and proposed profile, and other pertinent notes and information. Profile will be noted as matching existing grade unless special design of profile is needed to facilitate drainage or meet ADA compliance.
- i. Survey sheet showing horizontal and vertical project control.
- j. Traffic control and staging sheets including general traffic control and staging notes.
- k. Cross sections along the trail at approximately 100' intervals.

Consultant shall submit Check Plans and opinion of probable construction costs to the Client and Iowa DOT through standard project development procedures for review and comment.

Following review and comment from the Check Plans, Consultant shall prepare and submit Contract Documents to the Client and Iowa DOT through standard project development procedures. Consultant shall prepare the Project Development Certificate for the Client to review, sign, and return for ultimate submission with Contract Documents.

The Consultant preparation of statements of probable construction cost for the project are based upon the design developed for each plan submittal. Statements of probable construction costs prepared by the Consultant represent the best judgment as a design professional familiar with the construction industry. It is recognized, however, that the Consultant has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Consultant does not guarantee that any actual cost will not vary from any cost estimate prepared by the Consultant.

5. Bid Letting and Plan Distribution

This scope of services includes one project bid letting and one set of Construction Documents that will be bid through the Iowa DOT. The Consultant shall assist the Client and Iowa DOT in clarification of the project design and issue addenda as required, tabulate bids, and make a recommendation to Client regarding award to the project.

6. Changes in the Scope of Services

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

III. PROJECT SCHEDULE

The Project shall be performed by the Consultant in accordance with a schedule mutually developed by the Client and the Consultant. The development of the Project will follow Iowa DOT IM 3.010, Attachment B with the following milestone submittal dates:

Concept Statement	October 15, 2019
Preliminary Plans	November 19, 2019
Check Plans	December 17, 2019
Final Plans / PDC	January 21, 2020
Contract Turn-Ins	February 4, 2020
Bid Letting	April 21, 2020

IV. COMPENSATION AND TERMS OF PAYMENT

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

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

Project Administration	\$4,800
Topographic Survey	\$5,000
Preliminary Design	\$18,500
Final Design	\$11,800
<u>Bid Letting Assistance</u>	<u>\$2,200</u>
Total Basic Professional Services Fees	\$42,300

EXHIBIT B

**SNYDER & ASSOCIATES, INC.
2019-20
STANDARD FEE SCHEDULE**

Billing Classification/Level	Billing Rate
Professional	
<i>Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist, Project Manager, Planner, Right-of-Way, Graphic Designer</i>	
Principal II	\$208.00 /hour
Principal I	\$197.00 /hour
Senior	\$177.00 /hour
VIII	\$183.00 /hour
VII	\$155.00 /hour
VI	\$148.00 /hour
V	\$138.00 /hour
IV	\$128.00 /hour
III	\$116.00 /hour
II	\$106.00 /hour
I	\$93.00 /hour
Technical	
<i>Technicians--CADD, Survey, Construction Observation</i>	
Lead	\$125.00 /hour
Senior	\$119.00 /hour
VIII	\$111.00 /hour
VII	\$103.00 /hour
VI	\$92.00 /hour
V	\$82.00 /hour
IV	\$76.00 /hour
III	\$64.00 /hour
II	\$56.00 /hour
I	\$48.00 /hour
Administrative	
II	\$64.00 /hour
I	\$52.00 /hour
Reimbursables	
Mileage	<i>Current IRS standard rate</i>
Outside Services	<i>As Invoiced</i>

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

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