

The Board of Supervisors met on 2/4/2020 at 10:00 a.m. in the Story County Administration Building. Members present: Linda Murken, Lisa Heddens and Lauris Olson, with Murken presiding. (all audio of meetings available at storycountyiowa.gov)

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

AMES COMMUNITY PRESCHOOL CENTER (ACPC) ANNUAL REPORT – Elizabeth Miner, Executive Director, reported on ACPS’s 50th anniversary, changes to sliding-scale fees, service statistics, staffing, accreditation, community outreach, programs, facility improvements and growth, waiting list, and future items.

MINUTES: 1/28/20 Minutes – Heddens moved, Olson seconded adopting the minutes as presented. Roll call vote. (MCU)

CLAIMS: 2/6/20 Claims of \$419,341.86 (run date 1/31/2020, 27 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 (\$2,822.48), BooST School Ready Services (\$15,640.61), BooST Early Childhood Funds (2,364.26), Holding-Seized Funds (\$2,406.00), Emergency Management (\$765,71), E911 surcharge (\$14,130.03), County Assessor (\$2,185.72), Ames City Assessor (\$2,787.09), and Central Iowa Community Services (\$424,024.57). Olson moved, Heddens seconded the approval of Claims as presented. Roll call vote. (MCU)

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

1. Renewal Class B Native Wine Permit (WBN) for Slim's Country Market, 11563 US Highway 69, Story City, Iowa, effective 4/5/20-4/4/21, including Sunday sales
2. Contract for Highway Right-of-Way with Sara L & Danny M Beattie for the purchase of permanent easement for \$551.51 (L-IC21--73-85)
3. Contract with Bergstrom Construction for Heating, Ventilation, and Air-Conditioning (HVAC) equipment replacement at the Justice Center for \$424,000.00
4. Story County Treasurer Semi-Annual Report
5. Resolution #20-61, Award of Bid for Project FM-CO85(153)--55-85; Engineer is authorized to sign the contract document on behalf of the Board
6. Utility Permit: #20-4687

Roll call vote. (MCU)

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: All Board members reported on multiple items.

Heddens moved, Olson seconded to adjourn at 10:26 a.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Agenda
2/4/20

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. AGENCY REPORTS:

- I. ACPC Annual Report - Elizabeth Miner

Department Submitting Auditor

Documents:

ACPC REPORT.PDF

6. CONSIDERATION OF MINUTES:

- I. 1/28/20 Minutes

Department Submitting Auditor

7. CONSIDERATION OF PERSONNEL ACTIONS:

8. CONSIDERATION OF CLAIMS:

- I. 2/6/20 Claims

Department Submitting Auditor

Documents:

CLAIMS 020620.PDF

9. CONSENT AGENDA:

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

- I. Consideration Of Renewal Class B Native Wine Permit (WBN) For Slim's Country Market, 11563 US Highway 69, Story City, Ia., Effective 4/5/20-4/4/21 Including Sunday Sales

Department Submitting Auditor

Documents:

SLIMS.PDF

- II. Consideration Of Contract For Highway Right Of Way With Sara L & Danny M Beattie For The Purchase Of Permanent Easement For \$551.51 (L-IC21--73-85)

Department Submitting Engineer

Documents:

ROW.PDF

- III. Consideration Of Contract With Bergstrom Construction For HVAC Equipment Replacement At The Justice Center For \$424,000.00

Department Submitting Facilities Management

Documents:

CONTRACT BERGSTROM.PDF

- IV. Consideration Of Story County Treasurer Semi-Annual Report

Department Submitting Auditor

Documents:

SEMI ANNUAL.PDF

- V. Consideration Of Resolution #20-61, Award Of Bid For Project FM-CO85(153)--55-85 And That The Engineer Be Authorized To Sign The Contract Document On Behalf Of The Board

Department Submitting Engineer

Documents:

RESOLUTION.PDF

- VI. Consideration Of Utility Permit(S): #20-4687

Department Submitting Engineer

Documents:

UT 20 4687.PDF

10. PUBLIC HEARING ITEMS:

11. ADDITIONAL ITEMS:

12. DEPARTMENTAL REPORTS:

13. OTHER REPORTS:

14. UPCOMING AGENDA ITEMS:

15. 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.

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

17. 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
Tentative Agenda
2/4/20

NAME

ADDRESS

Joby Brogden
Judy Farthing
Dustin Ingram
Sandee King
Hissa Wigham

SCFM
LWV
AEDC
BOS
BOS

ACPC Report to the Story County Board of Supervisors

3.5.19

Presented by Elizabeth Miner – ACPC Executive Director

- How ASSET funds are used at ACPC – who benefits from the funding & how it fits into Story County funding priorities
- Services Provided to children and Families
- Facilities improvements & growth
- ACPC waiting list

ASSET FUNDING

ACPC currently receives \$168,268 in ASSET funds - \$19,617 from Story County. Funding priorities for the county met by our services include:

- Safety and well-being of children and adults
- Move toward self-sufficiency for parents
- Prevention and referrals to early intervention services for the children.

We utilize ASSET funds to subsidize our sliding fee scale. Before this current school-year, our sliding fee scale was a single level reduction for all families, this year we introduced a tiered tuition system providing more assistance to families who need it the most, and also provide a reduction to a greater range of families.

During the last fiscal year ACPC served nearly 450 children in our programs for children age 18 months to 12 years of age – In our preschool, more than 30% of families utilize funds provided by ASSET in the form of sliding fee scale tuition, Iowa State Student discount, or as a supplement to Child Care Assistance provided through the state of Iowa's block grants and foster care service. In our school age programming

ACPC employs 27 full-time staff, and roughly 75 part-time staff during the school year. The majority of part-time staff are also students at Iowa State or DMACC.

We see our ability to serve the families of greater Story County as an advantage. Several of our families enjoy the fact that their child is close by while they are working in Ames. Additionally, our children as young as 18 months participate in field trips, and guest speakers from greater Story County.

Facility Improvements and Growth

In 2019 we were able to complete our fire alarm project bringing our system up to current best practice standards. The previous system was original to the building. (1960)

We expanded our school age administrative staff to accommodate the growth that continues in those programs. The position of school age coordinator has been split into two, Joe Thien was promoted in November. Joe's focus will be on three of our school age sites and building and maintaining engaging curriculum, while Allison Brennan will focus more on the administrative end with child enrollment and hiring of staff. With the expanded funding we received for the next year, we are hoping to start off the year strong and be able to provide sliding fee scale funds to more children.

Waiting Lists

Our programs continue to have waiting lists with the exceptions being two of our school-age sites and our pre-k classroom. The largest need we see is in care for toddlers, three year-olds and at Fellows, Sawyer and Edwards. Currently there are more than 80 children who could enroll now off of the list if there were space and we receive on average 2 waitlist requests per day.

Applicant License Application (WBN000871)

Name of Applicant:	<u>Slim's Country Market, LLC</u>		
Name of Business (DBA):	<u>Slim's Country Market</u>		
Address of Premises:	<u>11563 US Highway 69</u>		
City <u>Story</u> City	County: <u>Story</u>	Zip: <u>50248</u>	
Business	<u>(515) 290-4241</u>		
Mailing	<u>408 Upstill Cr</u>		
City <u>Gilbert</u>	State <u>IA</u>	Zip: <u>50105</u>	

Contact Person

Name <u>Kurt Johnson</u>			
Phone: <u>(515) 290-4241</u>	Email	<u>jacyjohn44@gmail.com</u>	

Classification Class B Native Wine Permit (WBN)

Term: 12 months

Effective Date: 04/05/2019 4/5/20

Expiration Date: 04/04/2020 4/4/21

Privileges:

Class B Native Wine Permit (WBN)

Sunday Sales

APPROVED **DENIED**
Board Member Initials: JKM
Meeting Date: 2/4/2020
Follow-up action: _____

Status of Business

BusinessType:	<u>Limited Liability Company</u>		
Corporate ID Number:	<u>XXXXXXXXXX</u>	Federal Employer ID	<u>XXXXXXXXXX</u>

Ownership

Kurt Johnson

First Name: Kurt

Last Name: Johnson

City: Gilbert

State: Iowa

Zip: 50105

Position: Owner

% of Ownership: 51.00%

U.S. Citizen: Yes

Jacy Johnson

First Name: Jacy

Last Name: Johnson

City: Gilbert

State: Iowa

Zip: 50105

Position: Owner

% of Ownership: 49.00%

U.S. Citizen: Yes

Insurance Company Information

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

CONTRACT FOR HIGHWAY RIGHT OF WAY

PARCEL No: 15-21-300-435
 PROJECT No: L-IC21--73-85
 ROAD No: (645th Ave.)

THIS AGREEMENT made and entered into this 17th day of January, A.D. 20 20 by and between
SARAH L. BEATTIE AND DANNY M. BEATTIE

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

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

The West 22.00 feet of the East 55.00 feet of the North 125.00 feet of the South 194.15 feet of Lot 1 of Cairns Subdivision in the SE¼, SW¼ of Section 21, Township 82 North, Range 22 West of the 5th P.M., Story County, Iowa. Easement contains 0.16 acres of which 0.09 acres is existing R.O.W.

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

See attached graphical representation

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

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

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

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

	Payment Amount	Agreed Performance
\$	<u>551.51</u>	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>551.51</u>	TOTAL LUMP SUM

BREAKDOWN:	ac.=acres	sq.ft.=square feet				
Land by Fee Title		ac./sq.ft.	\$		Buildings & Improvements	\$
Underlying Fee Title		ac./sq.ft.	\$		Fence <u> </u> rods woven	\$
Permanent Easement	<u>0.07</u>	ac./sq.ft.	\$	<u>526.51</u>	Fence <u> </u> rods barb	\$
Temporary Easement		ac./sq.ft.	\$			
Damages for:						\$
				<u>Future Abstract Entry in the amount of \$25.00</u>		

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

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

X [Signature]
X [Signature]

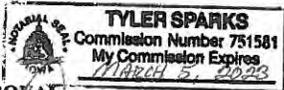
- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 3 pages.
- 6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such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

Additional Right of Way Agreements:

SELLER'S ACKNOWLEDGMENT

STATE OF IOWA: ss On this 17th day of January, 2020, before me, the undersigned, personally appeared Sarah Beattie and Danny Beattie

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



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

BUYER'S APPROVAL

[Signature]

1-21-2020

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

(Date)

[Signature]

2-4-2020

Approved by: Chairperson, Story County Board of Supervisors

(Date)

AIA[®] Document A105[™] – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 21st day of January in the year 2020
(In words, indicate day, month and year.)

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

Story County Board of Supervisors
900 Sixth Street
Nevada, IA 50010

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

Bergstrom Construction
1719 Hull Avenue
Des Moines, IA 50313

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

Story County Justice Center
Jail Housing Facility
HVAC Equipment Replacement

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

Roseland, Mackey, Harris Architects, PC
1615 Golden Aspen Drive
Suite 110
Ames, IA 50010

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

Init.

TABLE OF ARTICLES

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- 15 MISCELLANEOUS PROVISIONS
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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated December 18, 2019 , and enumerated as follows:

Drawings:		
Number	Title	Date
See Attached Drawing List		
Specifications:		
Section	Title	Pages
See Attached Table of Contents		

- .3 addenda prepared by the Architect as follows:
- | | | |
|---------------|-----------------|--------------|
| Number | Date | Pages |
| #1 | January 7, 2020 | 3 |
| #2 | January 9, 2020 | 3 |

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and
- .5 other documents, if any, identified as follows:

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement.)

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:
(Check the appropriate box and complete the necessary information.)

Not later than one hundred forty-seven (147) calendar days from the date of commencement.

By the following date:

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

Four hundred twenty-four thousand and no/100 (\$ 424,000.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
---------------------	-------

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

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

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price
------	-------

§ 3.5 Unit prices, if any, are as follows:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
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ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor’s Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:
(Insert below timing for payments and provisions for withholding retainage, if any.)

Payment is due 30 days after receiving Contractor’s Application for Payment.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.
(Insert rate of interest agreed upon, if any.)

1.5 % One and one half percent

ARTICLE 5 INSURANCE See attached Supplementary Conditions

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than (\$) each occurrence, (\$) general aggregate, and (\$) aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers’ Compensation at statutory limits.

§ 5.1.5 Employers’ Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.

§ 5.1.6 The Contractor shall provide builder’s risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
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§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner’s usual liability insurance and shall provide property insurance to cover the value of the Owner’s property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner’s property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor’s obligations under Section 8.12.

Init.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.
(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

Standard email procedure between all parties.

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

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

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)



OWNER (Signature)
LINDA MURKEN, CH, BOS
(Printed name and title)



CONTRACTOR (Signature)
Tom Gorgas - President
(Printed name and title)
LICENSE NO.: C098339
JURISDICTION: Iowa

Init.
/

Architectural

A0.0 TITLE SHEET, INDEX & SYMBOLS
A1.1 ROOF PLAN
A2.0 FIRST FLOOR PLAN
A2.1 MEZZANINE PLAN

Mechanical, Electrical

ME000 SYMBOLS, LEGEND & DRAWING INDEX
MD100 FIRST FLOOR DEMOLITION PLAN
MD101 SECOND FLOOR DEMOLITION PLAN
MD102 ROOF LEVEL DEMOLITION PLAN
M100 FIRST FLOOR MEP PLAN
M101 SECOND FLOOR MEP PLAN
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M300 DETAILS
M400 SCHEDULES

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**SECTION 00 7300
SUPPLEMENTARY CONDITIONS**

PART 1 GENERAL

1.01 SUMMARY

- A. These Supplementary Conditions amend and supplement the General Conditions defined in Document 00 7200 - General Conditions and other provisions of the Contract Documents as indicated below. Provisions that are not so amended or supplemented remain in full force and effect.
- B. The terms used in these Supplementary Conditions that are defined in the General Conditions have the meanings assigned to them in the General Conditions.

1.02 MODIFICATIONS TO AIA A201

- A. ARTICLE 11.5 - PERFORMANCE BOND AND PAYMENT BOND
 - 1. Add the following subparagraph:
 - a. 11.5.3: The bond value requirements are as follows:
 - 1) Provide bonds on AIA A312.
 - 2) Provide a 100 percent Performance Bond.
 - 3) Provide a 100 percent Payment Bond.
 - 4) Deliver bonds within 7 days after execution of the Contract.
- B. ARTICLE 17: INSURANCE
 - 1. Insurance coverage shall not be less than the following:
 - a. Worker's Compensation:
 - 1) Statutory limits
 - b. Contractor's General Liability on an occurrence basis, limit applies per this project:
 - 1) Each occurrence: \$1,000,000
 - 2) Fire damage: \$100,000
 - 3) Medical expense per person: \$5,000
 - 4) Personal & Adv. Injury: \$1,000,000
 - 5) General aggregate: \$2,000,000
 - 6) Products-Comp/Op Aggregate: \$2,000,000
 - c. All Automobile Public Liability:
 - 1) Personal injury: \$1,000,000/\$1,000,000
 - 2) Property damage: \$100,000 each occurrence
 - d. Contractor's Excess Liability:
 - 1) Combined bodily injury and property damage: \$5,000,000 over primary
 - e. Builder's Risk insurance: All risk contract value to be provided by the Owner.
 - 2. All Contractor's insurance policies shall name the Architect and the Owner as additional insured's for b., c., and d. above.
- C. ADDITIONAL MODIFICATIONS
 - 1. MBI, AIA, and ACEC "Guidelines for Supplemental General Conditions to AIA 2007 A201" shall be enacted as modifications to the AIA A201, 2007 edition.

1.03 ADDITIONAL ARTICLE - DEFINITIONS

- A. PRODUCTS: Means new material, machinery, components, equipment, fixtures, and systems forming the work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the work. Products may also include existing materials or components required for re-use.
- B. FURNISH OR SUPPLY: To supply and deliver, unload, inspect for damage.
- C. INSTALL: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, and ready for use.

D. PROVIDE: To furnish or supply, plus install.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF DOCUMENT

SEMI ANNUAL SETTLEMENT OF THE BOARD OF SUPERVISORS OF STORY COUNTY, IOWA
WITH TED RASMUSSEN, TREASURER OF SAID COUNTY FOR THE PERIOD FROM JULY 1, 2019 THROUGH DECEMBER 31, 2019

FUNDS	AUDITOR'S LEDGER BALANCE	WARRENTS OUTSTANDING	LEOGER BALANCE	ASSETS IN HAND OF COUNTY TREASURER AT CLOSE OF BUSINESS DECEMBER 31, 2019	CASH IN BANKS (SEE SCHEDULE BELOW)	INTEREST BEARING FUNDS	TOTAL CASH ON HAND IN BANKS	BALANCE IN DEPOSITORIES AT CLOSE OF BUSINESS DECEMBER 31, 2019	CASHIERS' CERTIFICATES	INTEREST IN TRANSIT CHECKS	OUTSTANDING CHECKS	DEPOSITS IN TRANSIT	TREASURERS NET BALANCE
GENERAL BASIC	\$13,894,899.43	\$597,131.95	\$14,242,031.38										
GENERAL SUPPLEMENTAL	\$1,520,630.96	\$4,426.56	\$1,525,057.52										
MH-OD SERVICES	\$1,951,075.28	\$274.70	\$1,951,349.98										
URBAN RENEWAL PROJECTS	\$564,275.38	\$0.00	\$564,275.38										
RURAL BASIC SERVICES	\$1,677,659.74	\$1,555.57	\$1,679,215.31										
TAX INCREMENTAL FINAN CING	\$328,131.59	\$0.00	\$328,131.59										
SECONDARY ROADS	\$5,502,622.43	\$23,981.33	\$5,526,603.76										
SPECIAL LAW ENFORCEMENT	\$58,389.33	\$0.00	\$58,389.33										
RESOURCES ENHANCEMENT & PROT	\$154,803.09	\$0.00	\$154,803.09										
MOTOR VEHICLE MAILING FEES	\$5,793.00	\$0.00	\$5,793.00										
EMPLOYEE WELLNESS	\$2,436.96	\$0.00	\$2,436.96										
RECORDER'S RECORDS MGMT/ELECTR FEES	\$78,340.97	\$0.00	\$78,340.97										
JAIL INMATE COMMISSARY	\$176,171.14	\$682.29	\$176,853.43										
DEBT SERVICE	\$487,623.76	\$0.00	\$487,623.76										
CAPITAL PROJECTS-SECONDARY ROAD	\$173,746.42	\$0.00	\$173,746.42										
CAPITAL PROJECTS-TIF	\$0.00	\$0.00	\$0.00										
SHERIFF RESERVE OFFICERS FUND	\$44,603.53	\$0.00	\$44,603.53										
CO ATTORNEY FINE COLLECTION	\$294,673.14	\$0.00	\$294,673.14										
SCHOOL READY CHILDEARLY & CHIL D PROG	\$408,989.70	\$4,627.50	\$413,617.20										
CENTRAL LA DRUG TASK FORCE	\$41,659.53	\$4,204.14	\$45,863.67										
HOME LAND SECURITY REGION 1	\$23,006.65	\$0.00	\$23,006.65										
DRUG ENHANCED CHILDREN DON	\$0.00	\$0.00	\$0.00										
HOLDING -SEIZED FUNDS	\$160,153.73	\$0.00	\$160,153.73										
CENTRAL IOWA COMMUNITY SERVICE	\$4,010,691.32	\$472,889.87	\$4,483,581.19										
DRAINAGE	(\$225,942.59)	\$466,495.57	\$240,553.01										
CITY ASSESSOR & SPECIAL APPR	\$596,606.45	\$5,017.47	\$601,623.92										
COUNTY ASSESSOR & SPECIAL APPR	\$397,764.78	\$2,800.98	\$400,565.76										
EMERGENCY MANAGEMENT AGENCY	\$413,951.72	\$1,167.83	\$415,119.55										
ANATOMICAL GIFT AWARENESS	\$273.60	\$0.00	\$273.60										
CO HOSPITAL/FICAP/PERS/AMBULANCE	\$32,692.97	\$0.00	\$32,692.97										
PROPERTY TAX AGENCY	\$30,260.85	\$0.00	\$30,260.85										
TOWNSHIPS	\$9,886.90	\$0.00	\$9,886.90										
CORPORATIONS	\$242,290.72	\$0.00	\$242,290.72										
SCHOOLS & AREA SCHOOLS	\$551,559.64	\$0.00	\$551,559.64										
E911 SERVICE COMMISSION	\$1,306,980.13	\$27,490.18	\$1,334,470.31										
CO AG EXTENSION ORDER	\$32,692.76	\$0.00	\$32,692.76										
CONSERVATION/LAND ACQUIS/ CAPT PROG	\$1,728,474.80	\$390.00	\$1,728,864.80										
FRIENDS OF ANIMALS	\$154,524.05	\$367.15	\$154,891.20										
SPECIAL ASSESSMENTS	\$0.00	\$0.00	\$0.00										
MOTOR VEHICLE TRUST	\$1,631,078.00	\$0.00	\$1,631,078.00										
USE TAX TRUST	\$790,411.11	\$0.00	\$790,411.11										
TAX REDEMPTION TRUST	\$16,049.25	\$0.00	\$16,049.25										
EMPLOYEES INSURANCE	\$875,208.30	\$5,165.95	\$880,374.25										
DEFERRED COMPENSATION	\$5,373.05	\$0.00	\$5,373.05										
HOLDING FUND/REFUNDS	\$440.99	\$0.00	\$440.99										
TOTAL	\$41,422,482.07	\$1,378,566.64	\$42,801,048.71										

NET AMOUNT AT CLOSE OF BUSINESS DECEMBER 31, 2019

Nevada, Iowa, 2020

I, 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 DECEMBER 31, 2019

Ted Rasmussen
Story County Auditor

Board of Supervisors

Story County Treasurer - Accounting
Semi-Annual Report

Certification Date January 16, 2020

Ted Rasmussen, Treasurer-Story County Treasurer, Nevada, IA
For the period from July 01, 2019 - December 31, 2019, Inclusive
Statement of Account By Fund

Fund	Balance July 01, 2019	Revenues	Total to be Accounted for	Disbursements	Fund Balance December 31, 2019	Auditor's Warrants Outstanding
01 General Basic	10,573,872.73	15,173,311.99	25,747,184.72	11,505,153.34	14,242,031.38	357,111.95
02 General Supplemental	2,886,091.66	4,137,489.57	7,023,581.23	2,612,432.05	1,525,057.52	4,426.56
03 Rural Services Basic	842,977.54	3,831,154.09	4,674,131.63	2,994,842.32	1,679,289.31	1,653.57
04 Tax Increment Financing (TIF)	88,298.19	465,527.69	553,825.88	225,894.29	328,931.59	.00
05 Secondary Road	5,170,279.98	4,098,406.02	9,268,686.00	3,742,082.24	5,526,603.76	23,981.33
06 B911 Service Commission	1,334,268.91	402,960.33	1,737,229.24	402,778.93	1,334,450.31	27,490.18
07 Recorder's Records Management	82,598.26	7,753.18	90,351.44	13,154.57	77,196.87	.00
08 Resources Enhancement & Protec	545,829.37	30,697.72	576,527.09	421,724.00	154,803.09	.00
09 State General Fund	.00	21,071.50	21,071.50	21,071.50	.00	.00
10 Motor Vehicle Mailing Fees	5,295.00	33,468.00	38,763.00	32,970.00	5,793.00	.00
11 MH-DD Services	935,007.88	1,227,567.27	2,162,575.15	211,225.17	1,951,349.98	274.70
12 Capital Projects	1,410,337.98	590,226.42	2,000,564.40	124,426.60	1,876,137.80	.00
13 Debt Service	44,195.76	476,344.66	520,540.42	32,916.66	487,623.76	.00
14 Drainage Control	219,135.76	113,178.93	332,314.69	91,761.68	240,553.01	.00
15 Emergency Management Agency	355,819.18	198,744.81	554,563.99	139,804.44	414,759.55	466,495.57
16 County Hospital	9,185.51	2,619,627.74	2,628,813.25	2,596,120.28	32,692.97	1,167.83
17 T.B. Brad/Bangs	23.61	7,762.01	7,785.62	7,721.96	63.66	.00
18 Township Control	1,134.62	440,904.12	442,038.74	432,141.84	9,896.90	.00
20 Corporation Control	119,557.75	26,352,969.63	26,472,527.38	26,230,236.66	242,290.72	.00
22 Area School Control	165,880.16	43,080,219.88	43,246,100.04	42,717,113.83	528,986.21	.00
23 Employee Wellness	7,507.04	1,809,326.00	1,816,833.04	1,794,259.61	22,573.43	.00
26 Special Law Enforcement	4.23	2,436.96	2,441.19	4.23	2,436.96	.00
27 Jail Commissary	897,049.99	301,306.18	1,198,356.17	120,864.59	1,077,491.58	.00
28 County Land Dev & Acquisition	116,242.13	29,111.77	145,353.90	28,500.47	116,853.43	682.29
29 CO Agri. Extension	683,270.64	46,301.00	729,571.64	729,571.64	729,571.64	.00
30 City Assessor	345,623.82	495,210.34	840,834.16	440,268.80	400,565.36	2,800.58
31 Motor Vehicle Trust	881.09	215,779.50	216,660.59	213,967.83	2,692.76	.00
32 City Special Assessments	463,860.86	602,979.48	1,066,840.34	555,216.42	511,623.92	.00
35 Use Tax Trust	1,916.78	316,613.96	318,530.74	318,530.74	511,623.92	.00
36 Tax Redemption Trust	1,136,193.00	7,925,721.75	9,061,914.75	7,430,836.75	1,631,078.00	.00
37 Future Real Estate Payments	837,620.07	4,805,970.84	5,643,590.91	4,853,179.80	790,411.11	.00
38 Deferred Compensation	69,032.25	170,782.68	239,814.93	223,765.68	16,049.25	.00
39 Holding Fund	283,959.79	81,097.85	365,057.64	334,860.45	30,197.19	.00
40 Employees Ins	5,262.17	110.88	5,373.05	5,373.05	5,373.05	.00
41 State Tax Credits	498,629.99	394,235.43	892,865.42	394,060.43	430.00	.00
42 Fiduciary Fund	131,133.24	2,001,334.54	2,499,984.53	1,619,590.28	880,374.25	5,185.95
43 Refunds	158.00	.00	158.00	.00	158.00	.00
44 Friends Of Conservation	996,680.17	354,645.89	1,351,326.06	332,368.33	1,018,957.73	4,627.50
47 Recorder Elect. Trans Fee	106,678.19	28,344.15	1,025,024.32	88,311.64	936,712.67	.00
58 Central IA Drug Task Force	1,096.00	57,562.22	164,238.41	25,731.16	969,293.16	390.00
59 Sheriff Reserve Fund	39,759.16	7,298.00	8,394.00	9,347.21	154,891.20	367.15
60 Homeland Security Region 1	43,433.53	1,170.00	168,669.32	122,795.65	1,144.00	.00
61 DRUG HANDCARRIED CHILDREN DONAT	23,006.85	8,689,572.84	44,603.53	4,206,191.65	4,506,388.04	4,204.14
29	844,348.09	130,611,974.70	160,456,322.79	117,655,274.08	42,801,048.71	1,378,566.64

Nevada, TA 50201
January 16, 2020 Balance on Hand \$42,801,048.71

I, Ted Rasmussen, Treasurer of Storey 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.

A handwritten signature in black ink, appearing to read "Ted Rasmussen", is written over the printed name of the signatory.

STORY COUNTY UTILITY PERMIT

Date 1-27-20

To the Board of Supervisors, Story County, Iowa:

The Consumers Energy Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at 2074 242nd St. Muskegon IA, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Electric on secondary route 25th St, from U.S Highway 65 to 7th Ave, a distance of 3 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 1-27-20

Consumers Energy
Name of Company (Applicant - Permittee)

[Signature] 641-485-0702
by Phone no.

Recommended for Approval:

Date 1-29-20

[Signature] 515-382-7355
County Engineer Phone no.

Approved:

Date 2-4-2020

[Signature]
Chair, Board of Supervisors
Story County, Iowa

Three (3) copies of this form will be required for each installation. A plat shall be attached to each copy submitted.

Consumers Energy will be Removing the old Poles on
the North side of 250th St. between U.S Highway 65
& 730th Ave. We will be Installing new Poles, Anchors
and wire on both the North & South sides of the
Road.

New Albany Township sections 14, 15, 16, 21, 22, 23 & 24.

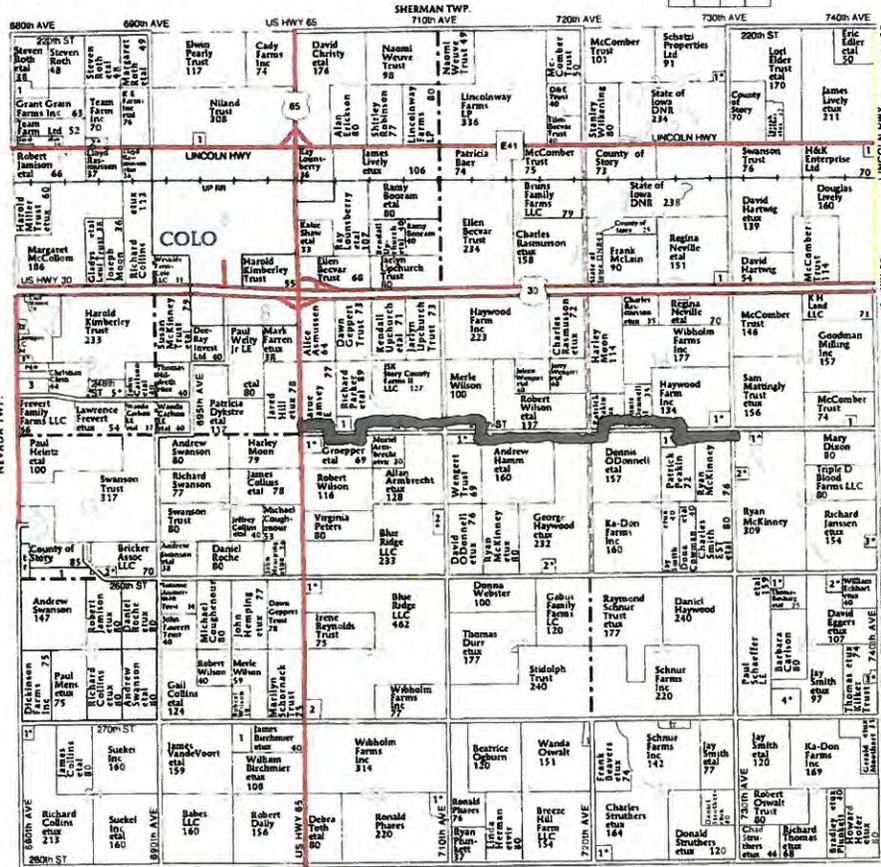


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T-83-N

NEW ALBANY PLAT

R-21-W



COLLINS TWP.

NEW ALBANY

TOWNSHIP

SECTION 2

- 1. McCollom, Ryan etux 10

SECTION 5

- 1. Jackson Trust, Jestyn 6

SECTION 6

- 1. Angell, Chad 10
- 2. Jay, Duane etux 11

SECTION 11

- 1. Nutrien Ag Solutions 5

SECTION 12

- 1. Baker, Donald 6

SECTION 13

- 1. Dixon, Mary 5

SECTION 14

- 1. Freeman, Joshua etal 10

SECTION 16

- 1. Wilson, Keith 6
- 2. Sandoz Farms Inc 13

SECTION 19

- 1. Palermo, Jean etal 5
- 2. Cain, Ronald etal 7
- 3. Dillman Trust, Susanne 11

SECTION 25

- 4. Sisson, Adam etux 5
- 5. Gauko, Van etal 15

SECTION 19

- 1. Swanson, Andrew 13

SECTION 21

- 1. Porter, Jay etux 11

SECTION 21

- 2. ORourke, Russ etux 6

SECTION 22

- 1. Armbricht, Hugo etux 11

SECTION 22

- 2. Robinson, Brent etux 5

SECTION 23

- 1. Phipps, Joshua etux 8

SECTION 24

- 1. Hinders, Richard etux 6
- 2. Clair, Steven etux 5
- 3. Eldridge Jr, Howard etux 5

SECTION 25

- 1. Huffaker, Max etux 5
- 2. Woods, Norman etux 12
- 3. Seolow, Jason etux 6
- 4. Beard, Kathleen etal 21

SECTION 28

- 1. Tucker Trust, Nancy etvir 6

SECTION 28

- 2. Struthers, Chad 10

SECTION 31

- 1. Moses, Aaron etux 8

SECTION 32

- 1. Hamre Trust, Lawrence 10

SECTION 33

- 1. Hoogendoorn, Kyle etal 12

SECTION 34

- 1. Oswalt, Bradley 5

SECTION 33

- 1. Mortenson, Vaughn etux 10



Updated April 12, 2013

WORK ORDER #		Line Location		Address		PHASE COND		NEUTRAL COND		PHASE		SHEET		RULING SPAN		Installation	
24-F-08-01		24-F-08-01		250th St		#2 ACSR		#2 ACSR		#2 ACSR		1 OF 1					
Pole No.	Back Span	CONDUCTOR	ROLES	PRIMARY OH	PRIMARY URD	GUYS	ANCHORS	GROUND	SERVICES	TRANSFORMERS	MISC UNITS	REMARKS					
		PRI #	SEC #	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT						
1	65	2	#2 ACSR	N	N			12									
2	240	2	#2 ACSR	N	N			11									
3	225	2	#2 ACSR	N	N			11									
4	225	1	#2 ACSR	N	N												
5	225	1	#2 ACSR	N	N												
6	225	1	#2 ACSR	N	N												
7	225	1	#2 ACSR	N	N												
8	225	1	#2 ACSR	N	N												
9	225	1	#2 ACSR	N	N												
10	225	1	#2 ACSR	N	N												
11	225	1	#2 ACSR	N	N												
12	225	1	#2 ACSR	N	N												
13	225	1	#2 ACSR	N	N												
14	225	1	#2 ACSR	N	N												
15	66	1	#2 ACSR	N	N												
16	225	1	#2 ACSR	N	N												
17	225	1	#2 ACSR	N	N												
18	225	1	#2 ACSR	N	N												
19	225	1	#2 ACSR	N	N												
20	225	1	#2 ACSR	N	N												
21	225	1	#2 ACSR	N	N												
22	66	1	#2 ACSR	N	N												
23	225	1	#2 ACSR	N	N												
24	150	1	#2 ACSR	N	N												
25	150	1	#2 ACSR	N	N												
26	225	1	#2 ACSR	N	N												

New Construction System Improvement Replacement

Code Letters
New Unit Transfer Unit Retirement Unit Resave Unit

Staked Checked Approved KP

Date

Staking# Road Name Substation Feeder



Updated April 22 2015

WORK ORDER #	Line Location Address	Pole No.	Back Span	CONDUCTOR		POLES		PRIMARY OH	PRIMARY URD	GUYS		ANCHORS		GROUND		SERVICES		TRANSFORMERS		MISC UNITS	REMARKS
				PRI	SEC	UNIT	UNIT			UNIT	LEAD	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT	UNIT		
24-F-1	250th St.																				
PHASE COND	#4 ACSR	24444	2	#4 ACSR		40-5	1	C1													
NEUTRAL COND	#4 ACSR	1	185	2	#4 ACSR	40-5	1	A7/B7													
PHASE SHEET	1 OF 1	2	212	2	#4 ACSR	35-5	1	B2													
RULING SPAN		3	377	2	#4 ACSR	35-5	1	B8													
Retirement		4	298	2	#4 ACSR	35-5	1	B1													
		5	365	2	#4 ACSR	35-5	1	B1													
		6	360	2	#4 ACSR	35-5	1	B1													
		7	320	2	#4 ACSR	35-5	1	B1													
		8	360	2	#4 ACSR	35-5	1	B1													
		9	336	2	#4 ACSR	35-5	1	A5-2		1-3	7	1-3C									
		10	333	2	#4 ACSR	35-5	1	B1													
		11	175	2	#4 ACSR	40-5	1	B1													
		12	365	2	#4 ACSR	35-5	1	B1													
		13	282	2	#4 ACSR	35-5	1	B1													
		14	300	2	#4 ACSR	35-5	1	B1													
		15	257	2	#4 ACSR	30-5	1	B1		1-3	7	1-3C									
		16	300	2	#4 ACSR	30-5	1	B1													
		17	275	2	#4 ACSR	35-5	1	B1													

TWP. _____
 Range _____
 See Sheet _____

New Construction
 System Improvement
 Replacement

Code Letters
 New Unit N
 Transfer Unit T
 Retirement Unit R

Staked KP
 Checked KP
 Approved _____

Date _____
 Date _____

Staking# _____
 Road Name 250th St
 Substation _____
 Feeder: 24-F-01

