

CONTRACT

Kind of Work Tree and Brush Spraying in R.O.W.'s

County Story

Project No. IRVM Brush FY 2018

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

Brush and Weed Control Specialists Inc.

of Algona Contractor.

WITNESSETH: That the Contractor, for and in consideration of (\$ \$143.52 per mile)

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

Item No.	Item	Quantity	Units	Unit Price	Amount
1	Complete brush spraying per proposal		MI	\$143.52	
2					
3					
4					
5	Not to exceed				\$25,000.00
6					
7					
8					
9					
10	Contractor shall indemnify Story County for all acts or omissions arising from this contract and will add Story County, Iowa and Story County Conservation Board as additional insured on their Commercial General Liability, Workers Compensation and Business Auto Liability Insurance. Coverage minimum is \$1,000,00.00 commercial umbrella				
11					
12					
13	This policy is NOT insuring against any causes of action for which Story County, Iowa and Story County Conservation are already immune pursuant to Iowa Code Chapter 670. Story County, Iowa and Story County Conservation do not waive any immunity under Iowa Code Section 670 by being named as an additional insured.				
14					
				Subtotal:	
	Ø See supplemental information on Page 2			Pg2 Subtot:	
				TOTAL:	\$0.00

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

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

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. Control FY 2018

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

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

Approximate Starting Date	Specified Starting Date	Late Start Date	Number of Working Days
5-Jul-17			

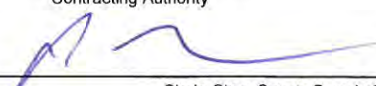
That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon by the parties hereto. It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine and render judgement as to any controversy arising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

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

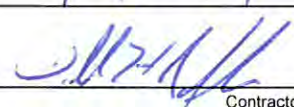
Recommended by:

Approved:

Story County, Iowa
Contracting Authority

By: 
Chair, Story County Board of Supervisors

Date: 7-11-17

By: 
Contractor

Date: 7-7-17

Project No.: IRVM Brush FY 2018

Contractor:

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QUOTE PROPOSAL

Type of Work Tree and Brush Spraying in R.O.W.'s

Project No. IRVM Brush FY 2018

System Local

County Story County

Location and Description

The following is a quote for tree and brush spraying in Story County, Iowa, road right-of-ways.

Brush spraying will be done in Howard, Warren, Lincoln and Sherman Townships as budget allows.

Work is on a time and materials basis, a running total will be kept as the work progresses to make sure contractor stays within allocated budget. Amount charged will be based on time and materials. The actual amount billed will be taken from daily spray records of which the County will receive copies at the time of billing. Contractor will use hand gun application equipment to ensure complete coverage of the targeted brush and trees. Pick-up, UTV and ATV sprayers will be used depending on the stem density or size of trees and brush in different areas. Contractor can start the spraying program after July 5, 2017 with a completion date no later than September 17, 2018. Contractor guarantees 90% control of all treated brush. This excludes brush that is taller than 10 ft. or trees that cannot be effectively treated without causing damage outside the R.O.W. such as: trees in the fence lines or directly in front of farmsteads or other sensitive areas. A sensitive area map will be provided by Story County. All contractors will follow herbicide label rates and recommendations. Contractors will not apply herbicide in winds above 15 miles per hour. Any retreatments to areas where adequate control is not obtained will be done at no further expense to Story County. Chemical active ingredients approved by Story County IRVM are listed in supplemental contract information.

Quotes shall be based on a cost per mile. All quotes must be received by June 16, 2017 by 4:00 p.m.

Contractor shall indemnify Story County for all acts or omissions arising from this contract and will add Story County, Iowa and Story County Conservation Board as additional insured on their Commercial General Liability, Workers Compensation, and Business Auto Liability Insurance. Coverage minimum is \$1,000,00.00 commercial umbrella. This policy is NOT insuring against any causes of action for which Story County, Iowa and Story County Conservation are already immune pursuant to Iowa Code Chapter 670. Story County, Iowa and Story County Conservation do not waive any immunity under Iowa Code Section 670 by being named as an additional insured.

Proposal of _____

Contractor Federal ID Number _____

The quoter hereby certifies that no other principal is involved in or has an interest in this proposal; that the quoter has thoroughly examined the plans and specifications and this contract form and is aware of the special provisions contained herein, that the quoter has examined the site of the work and understands that the quantities of work actually required by the plans and specifications are approximate only and are subject to increases and decreases- that the quoter understands that all quantities of work actually required must be performed and that payment therefore shall be at the unit prices stipulated herein- that the quoter proposes to timely furnish the specified materials in the quantities required and to furnish the machinery, equipment labor and expertise necessary to competently complete this project by the time specified, that no state or county official or employee has a direct or indirect interest in the contract which would cause violation of Section 314.2 Code of Iowa.

If this quote is accepted, Quoter agrees: to perform all "extra work" required to complete the project at unit prices or lump sums to be agreed upon in writing prior to

commencement of such "extra work" or if prior agreement cannot be reached to perform the work on a "force-account basis" as provided in the specifications, to execute the contract within thirty days of the date of approval, for award or to forfeit the proposal guaranty furnished herewith; to begin work in accordance with the contract documents and to either complete the work within the contract period or pay liquidated damages with shall accrue at the daily rate specified below for each additional working day the work remains uncompleted, furnish a performance bond in an amount equal the contract award as security for the full and complete performance of the contract in accordance with the plans and specifications.

Group or	Amount of Proposal Guaranty	Construction Period	Working	Liquidated Damages	Per Day

Enclosed herewith is a certified check credit union share draft Cashier's check, bank draft on a solvent bank or a bid bond in the penal sum shown in the contract document as a proposal guaranty, it is understood by bidder that the said guaranty document shall be retained by Story County as a forfeiture in the event the formal contract is not executed or performance bond is not furnished if the award is made to the undersigned.

This project will be let as Sales Tax Exempt. Exemption Certificates will be sent out to the winning bidder.

Signatures are to be by authorized agent. If joint venture, each should sign.

Signed: _____

Date: _____


7-11-17



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/3/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER PMC Advantage Insurance Services Inc 219 E State St PO Box 500 Algona IA 50511		CONTACT NAME: Donna Gadbury PHONE (A/C, No, Ext): (515) 295-9433 FAX (A/C, No): E-MAIL ADDRESS: donna.gadbury@phmic.com															
INSURED Brush & Weed Control Specialists Inc 1108 230th St PO Box 641 Algona IA 50511		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Rockhill Insurance Company</td> <td>28053</td> </tr> <tr> <td>INSURER B: Progressive Northern Ins Co</td> <td>38628</td> </tr> <tr> <td>INSURER C: Scottsdale</td> <td>41297</td> </tr> <tr> <td>INSURER D: Liberty Mutual Group</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Rockhill Insurance Company	28053	INSURER B: Progressive Northern Ins Co	38628	INSURER C: Scottsdale	41297	INSURER D: Liberty Mutual Group		INSURER E:		INSURER F:	
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COVERAGES

CERTIFICATE NUMBER: CL174408168

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	ENVF003766-04	8/1/2016	8/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution Liability \$ 100,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☒ SCHEDULED AUTOS ☐ NON-OWNED AUTOS	X	02052448-6	4/1/2017	4/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Policy Fee \$
C	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☐ RETENTION \$	X	CX80005505	8/1/2016	8/1/2017	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	WC5348347165036	8/7/2016	8/7/2017	PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

STORY COUNTY
 STORY COUNTY CONSERVATION BOARD
 837 N AVE
 NEVADA, IA 50201

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rick Freeburg/COOG

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APPROVED **DENIED**
Board Member Initials: RS
Meeting Date: 7-11-17
Follow-up action: _____

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

ANIMAL RESCUE SERVICE CONTRACT

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

1. Purpose:

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

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

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

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

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

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

3. Consideration: (Quarterly billing)

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

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

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

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

4. Rescue and removal charges:

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

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

5. Recording requirements:

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

6. Termination:

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

7. Effective date:

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

8. Duration and term:

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

9. Amendment:

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

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

Story County, Iowa

By: _____

Chairperson Date

Chairperson _____ Date _____

City of _____
By _____
Mayor Date

Mayor _____ Date _____

ATTEST

Auditor Date

Auditor _____ Date _____

Clerk _____ Date _____

Clerk Date

**STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER 18-06
AMENDING THE URBAN RENEWAL PLAN STORY COUNTY URBAN RENEWAL AREA**

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa counties by Chapter 403 of the *Code of Iowa*, a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

WHEREAS, the Story County Board of Supervisors by prior resolution established the URBAN RENEWAL PLAN- STORY COUNTY URBAN RENEWAL AREA for the governance of projects and initiatives therein; and

WHEREAS, an amendment (the "Amendment") to the Plan has been prepared which would facilitate the undertaking of a new urban renewal project in the Urban Renewal Area; and

WHEREAS, notice of a public hearing by the Story County Board of Supervisors on the proposed Amendment was heretofore given in compliance with the provisions of Chapter 403 of the *Code of Iowa*, and the Board of Supervisors conducted said hearing on July 11, 2017;

AND WHEREAS, notices for a consultation meeting were sent to the Ames School District, DMACC, City of Ames, and Washington Township, and the consultation meeting was held on the 13th day of June 2017; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

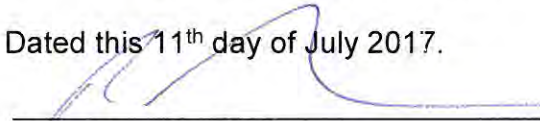
NOW THEREFORE BE IT RESOLVED by the Story County Board of Supervisors, Story County, Iowa, as follows:

Section 1. The Amendment, attached hereto and made a part hereof, is hereby in all respects approved.

Section 2. It is hereby determined by this Board of Supervisors the proposed economic development under the Amendment is necessary and appropriate to facilitate the proper growth and development of Story County in accordance with sound planning standards and local community objectives.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Dated this 11th day of July 2017.


Chair, Board of Supervisors


Attest: Story County Auditor

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

Chairperson declared this Resolution ADOPTED AND APPROVED.

**URBAN RENEWAL PLAN
STORY COUNTY URBAN RENEWAL AREA**

November 2011

Amended October 2013

Amended September 2014

Amended October 2015

Amended May 2016

Amended September 2016

Amended June 2017

APPROVED

DENIED

Board Member Initials:

Meeting Date:

Follow-up action:

I. INTRODUCTION

Chapter 403 of the *Code of Iowa* authorizes counties to establish areas within their boundaries known as "urban renewal areas," and to exercise special powers within these areas, including financing projects using property taxes generated from incremental property tax valuations.

County boards of supervisors may create "economic development" urban renewal areas. An economic development urban renewal area may be any area of a county, which has been designated by the board of supervisors as an area which is appropriate for commercial or industrial enterprises and in which the county seeks to encourage further development.

The process by which an economic development urban renewal area may be created begins with a finding by a board of supervisors that such an area needs to be established within the County. An urban renewal plan is then prepared for the area. The Board of Supervisors must hold a public hearing on the urban renewal plan, following which, the Board may approve the plan and may adopt a tax increment ordinance.

More than two dozen counties in Iowa have created economic development urban renewal areas in the last decade, and, more recently, a number of counties have created these areas primarily on the basis of the significant new taxable valuation that is related to the development of "wind farms."

This document is intended to serve as the Urban Renewal Plan for an urban renewal area in Story County, Iowa (the "County") to be known as the Story County Urban Renewal Area (the "Urban Renewal Area"). The largest amount of new taxable valuation to be included in the Urban Renewal Area will be derived from the wind turbines located in Lincoln, Sherman, and Warren Townships, in the northeast portion of the County.

This document is an Urban Renewal Plan within the meaning of Chapter 403 of the *Code of Iowa*, and it sets out proposed projects to be undertaken within the Urban Renewal Area. ~~It is also intended that this Urban Renewal Plan will guide the County in promoting economic development.~~ add in

II. PROPERTY TO BE INCLUDED IN URBAN RENEWAL AREA

Using the authority in Chapter 403 of the *Code of Iowa*, the County Board of Supervisors has determined to include the following taxable property within the Urban Renewal Area:

1. Story Wind LLC and Garden Wind LLC wind farm turbine properties located in Lincoln, Sherman, and Warren Townships. (List of County tax parcel numbers attached as Exhibit A)
2. Demonstration wind turbine property located in Grant Township (County tax parcel numbers 10-13-100-301 and 10-13-300-106)
3. Vetter Equipment property located at the intersection of Highway 30 and 590th Avenue (County parcel number 10-09-400-400)
4. Wind turbines as identified by the following County parcel numbers: 01-01-100-201; 01-

- 01-100-101; 15-24-200-101; 04-05-100-101; 03-29-200-301; and 03-29-200-401.
5. Wind turbines as identified by the following County parcel numbers: 10-10-100-400, 10-10-100-400, 10-10-300-100, 10-16-200-200, 11-05-400-100, 13-27-300-200, 13-27-400-200 and 13-27-400-400.

In addition, the Board of Supervisors has determined to include the following property within the Urban Renewal Area on which projects will be constructed:

1. Dakins Lake County Park (County tax parcel number 04-16-400-125) including acquisition of additional adjoining property (County tax parcel number 04-16-400-105)
2. Right-of-way of Country Club Road from the Nevada city limits south to 260th Street.
3. One-quarter mile of 590th Avenue north of its intersection with Highway 30
4. City of Collins, Iowa – Proposed improvements to Collins Wellness Center for purchase and implementation of new scanner entry system; expansion of programs and services; and additional equipment purchases (County tax parcel number 16-21-160-575).
5. Colo-Nesco Community School District – Proposed construction of a community playground and park on three vacant lots located on the corner of N. Center Street and E. Cleveland Street (County tax parcel number 04-21-205-240).
6. City of Kelley, Iowa – Construct enclosure around post office boxes (County tax parcel number 09-32-474-600).
7. City of McCallsburg, Iowa – Water looping project throughout the community to help improve water quality for residents near existing dead ends, helps increase the flow of water, such as in cases of need for fire suppression, and also help create a secondary supply of water in cases where a water main line needs to be shut down in a certain area (such as a water main line break).
8. City of Roland, Iowa – Removal and disposal of asbestos containing materials on property located at 218 North Main Street. (County tax parcel number 02-14-360-340).
9. City of Zearing, Iowa – Building purchase and remodel and rehabilitation of building (County tax parcel number 04-21-254-335).
10. City of Collins - Work on water lines as a result of US Hwy 65 re-grade.
11. Colo-Nesco Community School District – Proposed Phase II of playground construction (County tax parcel number 04-21-205-240)
12. City of Huxley – Proposed hard surfacing of one-mile of Heart of Iowa Trail from US Highway 69 to Trailridge Park.
13. City of Kelley – Construction of new six-inch water main on Hubbel Street.
14. City of Maxwell – Installation of curb and gutter along Trotter Blvd.
15. City of Nevada – Construction of Clock Tower Center.
16. City of Slater – Main Street improvements from Story to Tama Streets.
17. City of Zearing – Building renovations at 107 West Main Street.
18. Colo-Nesco Community School District – Phase III construction of a community playground and park on three vacant lots located on the corner of N. Center Street and E. Cleveland Street (County tax parcel number 04-21-205-240).
19. City of Huxley – Centennial Park playground expansion.
20. City of Cambridge - Construction of new multi-functional municipal building.
21. City of Slater – Main Street improvements to corner of Main Street and Marshall.
22. City of Slater – Acquisition and renovation of 404/406 Main Street.
23. City of Story City – South Park project.
24. Praeri Rail Trail Extension Planning and Construction.
25. Tedesco Environmental Learning Corridor – Phase 1 and Phase 2 at the Iowa State University Research Park - Financing the design, construction and facilitation of certain improvements and other work to serve the Tedesco Environmental Learning Corridor

~~Park portion of Phase III "SCCB Park"~~ as described in the approved "Agreement for Public Improvements and Other Work Pertaining to the Iowa State University Research Park Phase III" including:

- Native vegetation and restoration within the ~~SCCB Park~~ Tedesco Environmental Learning Corridor
 - Limited amount of mowed greenspace within the ~~SCCB Park~~ Tedesco Environmental Learning Corridor
 - Trails generally as shown on Exhibit B, both within and outside of the ~~SCCB Park~~ Tedesco Environmental Learning Corridor
 - Bridges over streams and waterways
 - Stream/Channel restoration
 - Removal of invasive species and replacement with native species
 - Assisting in the design of storm water management and treatment features within the ~~SCCB Park~~ Tedesco Environmental Learning Corridor
 - Maintenance and management of storm water management and treatment features (from outlet of storm sewer service line from HUB Building to stream) within the ~~SCCB Park~~ Tedesco Environmental Learning Corridor
 - All other items within the ~~SCCB Park~~ Tedesco Environmental Learning Corridor
 - unless specified otherwise including, without limitation federally designated wetlands or wetlands mitigation areas.
26. City of Collins – Demolition and revitalization of buildings along Main Street.
 27. City of Story City – Proposed improvements to North Park Project.
 28. City of Cambridge – Construction of Cambridge Community Center.
 29. City of Huxley – All-inclusive playground structure installation at Nord Kalsem Park.
 30. City of Slater – Decorative sidewalk, parking area replacement and decorative street lighting along Main Street.

A map showing the location of each of these properties is set out as Exhibit B.

III. URBAN RENEWAL AREA OBJECTIVES

The primary objectives of the Board of Supervisors in creating the Urban Renewal Area are to use incremental property tax revenues to finance public improvements that are intended to promote the quality of life for all residents of Story County and to encourage private investment and development that will lead to greater job retention, creation of new jobs, an increase in the tax base and the promotion of economic growth throughout the County.

IV. INITIAL PROJECTS

The Board of Supervisors has reviewed a number of possible projects that would be consistent with the objectives set out above and has determined that the following projects could be undertaken effectively during the current fiscal year:

1. Improvements to Dakins Lake County Park, including acquisition of adjacent property
2. Construction of bike trail on Country Club Road from the Nevada city limits south to 260th Street
3. Paving one-quarter mile of 590th Avenue north of its intersection with Highway 30

V. ADDITIONAL PROJECTS

The Board of Supervisors has reviewed a number of requests submitted during August 2013, 2014, ~~and 2015,~~ and 2016 that would be consistent with the objectives set out above and

has determined that the following projects could be undertaken effectively during the current fiscal year and fiscal year ~~2017~~2018:

- City of Collins, Iowa – Proposed improvements to Collins Wellness Center for purchase and implementation of new scanner entry system; expansion of programs and services; and additional equipment purchases (County tax parcel number 16-21-160-575).
- Colo-Nesco Community School District – Proposed construction of a community playground and park on three vacant lots located on the corner of N. Center Street and E. Cleveland Street (County tax parcel number 04-21-205-240).
- City of Kelley, Iowa – Construct enclosure around post office boxes (County tax parcel number 09-32-474-600).
- City of McCallsburg, Iowa – Water looping project throughout the community to help improve water quality for residents near existing dead ends, helps increase the flow of water, such as in cases of need for fire suppression, and also help create a secondary supply of water in cases where a water main line needs to be shut down in a certain area (such as a water main line break).
- City of Roland, Iowa – Removal and disposal of asbestos containing materials on property located at 218 North Main Street. (County tax parcel number 02-14-360-340).
- City of Zearing, Iowa – Building purchase and remodel and rehabilitation of building (County tax parcel number 04-21-254-335).
- City of Collins - Work on water lines as a result of US Hwy 65 re-grade.
- Colo-Nesco Community School District – Proposed Phase II of playground construction (County tax parcel number 04-21-205-240)
- City of Huxley – Proposed hard surfacing of one-mile of Heart of Iowa Trail from US Highway 69 to Trailridge Park.
- City of Kelley – Construction of new six-inch water main on Hubbel Street.
- City of Maxwell – Installation of curb and gutter along Trotter Blvd.
- City of Nevada – Construction of Clock Tower Center.
- City of Slater – Main Street improvements from Story to Tama Streets.
- City of Zearing – Building renovations at 107 West Main Street.
- Colo-Nesco Community School District – Phase III construction of a community playground and park on three vacant lots located on the corner of N. Center Street and E. Cleveland Street (County tax parcel number 04-21-205-240).
- City of Huxley – Centennial Park playground expansion.
- City of Cambridge – Construction of new multi-functional municipal building.
- City of Slater – Main Street improvements to corner of Main Street and Marshall.
- City of Slater – Acquisition and renovation of 404/406 Main Street.
- City of Story City – South Park project.
- Praeri Rail Trail Extension Planning and Construction.
- Tedesco Environmental Learning Corridor – Phase 1 and Phase 2 at the Iowa State University Research Park - Financing the design, construction and facilitation of certain improvements and other work to serve the Tedesco Environmental Learning Corridor
~~Park portion of Phase III "SCCB Park"~~ as described in the approved "Agreement for Public Improvements and Other Work Pertaining to the Iowa State University Research Park Phase III" including:
 - Native vegetation and restoration within the ~~SCCB Park~~ Tedesco Environmental Learning Corridor
 - Limited amount of mowed greenspace within the ~~SCCB Park~~ Tedesco Environmental Learning Corridor
 - Trails generally as shown on Exhibit B, both within and outside of the ~~SCCB Park~~ Tedesco Environmental Learning Corridor

- Bridges over streams and waterways
- Stream/Channel restoration
- Removal of invasive species and replacement with native species
- Assisting in the design of storm water management and treatment features within the ~~SCCB Park~~ Tedesco Environmental Learning Corridor
- Maintenance and management of storm water management and treatment features (from outlet of storm sewer service line from HUB Building to stream) within the ~~SCCB Park~~ Tedesco Environmental Learning Corridor
- All other items within the ~~SCCB Park~~ Tedesco Environmental Learning Corridor
- unless specified otherwise including, without limitation federally designated wetlands or wetlands mitigation areas.
- City of Collins – Demolition and revitalization of buildings along Main Street.
- City of Story City – Proposed improvements to North Park Project.
- City of Cambridge – Construction of Cambridge Community Center.
- City of Huxley – All-inclusive playground structure installation at Nord Kalsem Park.
- City of Slater – Decorative sidewalk, parking area replacement and decorative street lighting along Main Street.

VI. TAX INCREMENT FINANCING PROCEDURES

As part of the establishment of the Urban Renewal Area, the County will adopt an ordinance to designate certain taxable property within the Urban Renewal Area from which the property taxes generated from new private development may be used to pay costs of urban renewal projects, including construction of public improvements. The use of these tax revenues in this manner is known as tax increment financing ("TIF").

Depending on the date on which debt is initially certified, an original taxable valuation is established for the property that has been designated in the ordinance, which is known as the "base valuation." The "base valuation" is the assessed value of the taxable property in an Urban Renewal Area as of January 1 of the calendar year proceeding the calendar year in which the County first certifies the amount of any obligations payable from TIF revenues to be generated within that Urban Renewal Area. When the value of this taxable property increases by virtue of new construction or any other reason, the difference between the base valuation and the new property value is the "tax increment" or "incremental value."

It is expected that the County will incur debt that can be certified by December 1, 2011, which will result in establishing the base valuation of the property in the Urban Renewal Area as of January 1, 2010. For new properties added with amendments approved October 2013, it is expected that the County will incur debt that can be certified by December 1, 2013, which will result in establishing the base valuation of the property in the Urban Renewal Area as of January 1, 2012. For new properties added with amendments approved October 2015, it is expected that the County will incur debt that can be certified by December 1, 2015, which will result in establishing the base valuation of the property in the Urban Renewal Area as of January 1, 2014. For new properties added with amendments approved October 2016, it is expected that the County will incur debt that can be certified by December 1, 2017, which will result in establishing the base valuation of the property in the Urban Renewal Area as of January 1, 2016.

Procedurally, after tax increment debt has been incurred within an Urban Renewal Area, property taxes levied by the county, the school districts, townships and the area college against the incremental value, with the exception of taxes levied to repay debt incurred by those jurisdictions and the school district physical plant and equipment levy, are allocated by state law to the County's tax increment fund rather than to each jurisdiction. These new tax dollars are then used to repay any tax increment obligation incurred in the Urban Renewal Area.

VII. EFFECTIVE PERIOD

This Urban Renewal Plan will become effective upon its adoption by the Board of Supervisors and will remain in effect until it is repealed by the Board. The collection of incremental property tax revenues will be limited by state law to no more than twenty years following the fiscal year in which the first such revenues are collected.

VII. PLAN AMENDMENTS

This Urban Renewal Plan may be amended in accordance with the procedures set forth in Chapter 403 of the *Code of Iowa* in order to carry out any purposes consistent with Chapter 403 of the *Code of Iowa*, to add other taxable property that may produce incremental revenues and to add projects that may be financed from incremental revenues.

VIII. COUNTY FINANCIAL INFORMATION

Chapter 403 of the *Code of Iowa* requires that any urban renewal plan include certain information about County general obligation debt, the legal ability to incur additional debt and the amount of proposed debt to be incurred that would be eligible to be paid from incremental property taxes. This chart shows that information for Story County and the Story County Urban Renewal Area (December 1, 2016):

Outstanding general obligation debt	<u>\$2,430,000</u>	<u>\$3,200,364</u>
Current constitutional debt limit	<u>\$337,393,765</u>	<u>\$321,988,698</u>
TIF debt incurred	<u>\$4,685,000</u>	<u>\$3,185,000</u>

This chart shows that information for Story County and the Story County Urban Renewal Area as amended (~~September~~ June 2016 2017):

Outstanding general obligation debt	<u>\$1,630,000</u>	<u>\$2,497,639</u>
Current constitutional debt limit	<u>\$365,874,561</u>	<u>\$337,393,765</u>
Proposed TIF debt to be incurred		<u>\$1,500,000</u>
Existing TIF debt	<u>\$3,051,000</u>	<u>\$3,495,000</u>

EXHIBIT A

County tax parcel numbers for wind farm properties – December 2011			
Parcel Identification Number	Owner	Parcel Identification Number	Owner
03-12-300-101	GARDEN WIND LLC	04-35-100-201	STORY WIND LLC
03-12-300-201	GARDEN WIND LLC	04-35-100-301	STORY WIND LLC
03-12-400-101	GARDEN WIND LLC	04-35-200-101	STORY WIND LLC
03-13-400-201	GARDEN WIND LLC	04-36-100-401	STORY WIND LLC
03-25-100-401	STORY WIND LLC	04-36-200-301	STORY WIND LLC
03-25-200-301	STORY WIND LLC	04-36-200-401	STORY WIND LLC
03-25-200-401	STORY WIND LLC	04-36-300-101	STORY WIND LLC
04-04-100-101	GARDEN WIND LLC	08-02-100-101	STORY WIND LLC
04-04-100-201	GARDEN WIND LLC	08-02-100-201	STORY WIND LLC
04-04-200-101	GARDEN WIND LLC	08-04-200-101	STORY WIND LLC
04-04-300-401	GARDEN WIND LLC	08-04-200-201	STORY WIND LLC
04-04-400-301	GARDEN WIND LLC	08-08-100-401	STORY WIND LLC
04-06-100-201	GARDEN WIND LLC	08-08-200-301	STORY WIND LLC
04-06-200-101	GARDEN WIND LLC	08-08-200-401	STORY WIND LLC
04-08-100-301	GARDEN WIND LLC	08-09-100-301	STORY WIND LLC
04-08-100-401	GARDEN WIND LLC	08-09-100-401	STORY WIND LLC
04-17-100-101	GARDEN WIND LLC	08-10-300-201	STORY WIND LLC
04-17-100-201	GARDEN WIND LLC	08-10-400-101	STORY WIND LLC
04-17-200-101	GARDEN WIND LLC	08-10-400-201	STORY WIND LLC
04-18-200-101	GARDEN WIND LLC	08-11-300-101	STORY WIND LLC
04-18-200-201	GARDEN WIND LLC	08-11-300-201	STORY WIND LLC
04-18-300-101	GARDEN WIND LLC	08-13-100-201	STORY WIND LLC
04-18-400-101	GARDEN WIND LLC	08-13-200-101	STORY WIND LLC
04-27-300-101	STORY WIND LLC	08-14-200-101	STORY WIND LLC
04-27-300-201	STORY WIND LLC	08-14-200-201	STORY WIND LLC
04-28-300-201	STORY WIND LLC	08-15-300-101	STORY WIND LLC
04-28-400-101	STORY WIND LLC	08-15-300-201	STORY WIND LLC
04-28-400-201	STORY WIND LLC	08-15-400-101	STORY WIND LLC

04-29-100-301	STORY WIND LLC	08-15-400-201	STORY WIND LLC
04-29-100-401	STORY WIND LLC	08-16-100-401	STORY WIND LLC
04-29-200-301	STORY WIND LLC	08-16-200-301	STORY WIND LLC
04-30-100-301	STORY WIND LLC	08-16-200-401	STORY WIND LLC
04-30-100-401	STORY WIND LLC	08-22-300-101	STORY WIND LLC
04-30-200-301	STORY WIND LLC	08-22-300-201	STORY WIND LLC
04-30-200-401	STORY WIND LLC	08-22-400-101	STORY WIND LLC
04-31-100-301	STORY WIND LLC	08-22-400-201	STORY WIND LLC
04-31-100-401	STORY WIND LLC	08-23-100-301	STORY WIND LLC
04-31-200-301	STORY WIND LLC	08-25-300-151	STORY WIND LLC
04-31-200-426	STORY WIND LLC	08-25-400-121	STORY WIND LLC
04-32-100-301	STORY WIND LLC	08-25-400-201	STORY WIND LLC
04-32-100-401	STORY WIND LLC	08-26-300-101	STORY WIND LLC
04-32-200-301	STORY WIND LLC	08-26-300-201	STORY WIND LLC
04-32-200-401	STORY WIND LLC	08-26-400-106	STORY WIND LLC
04-33-300-106	STORY WIND LLC	08-26-400-126	STORY WIND LLC
04-33-300-206	STORY WIND LLC	08-26-400-226	STORY WIND LLC
04-34-400-101	STORY WIND LLC	08-35-200-301	STORY WIND LLC
04-34-400-201	STORY WIND LLC	08-36-200-301	STORY WIND LLC
		08-36-200-401	STORY WIND LLC
Added Properties - October 2013			
01-01-100-101	Hamilton Wind Energy, LLC	04-05-100-101	Ag Land Energy 4, LLC
01-01-100-201	Story Wind Energy, LLC	03-29-200-301	Ag Land Energy 3, LLC
15-24-200-101	Ag Land Energy 2, LLC	03-29-200-401	Ag Land Energy 1, LLC
Added Properties - October 2016			
10-10-100-400	OPTIMUM WIND 3	10-10-100-400	OPTIMUM WIND 4
10-10-300-100	OPTIMUM WIND 5	10-16-200-200	OPTIMUM WIND 6
11-05-400-100	OPTIMUM WIND 7	13-27-300-200	MICHELANGELO 1
13-27-400-200 AND 13-27-400-400	MICHELANGELO 3		

EXHIBIT B
Map showing taxable property and location of projects to be undertaken in Story County
Urban Renewal Area

Story County Urban Renewal Plan



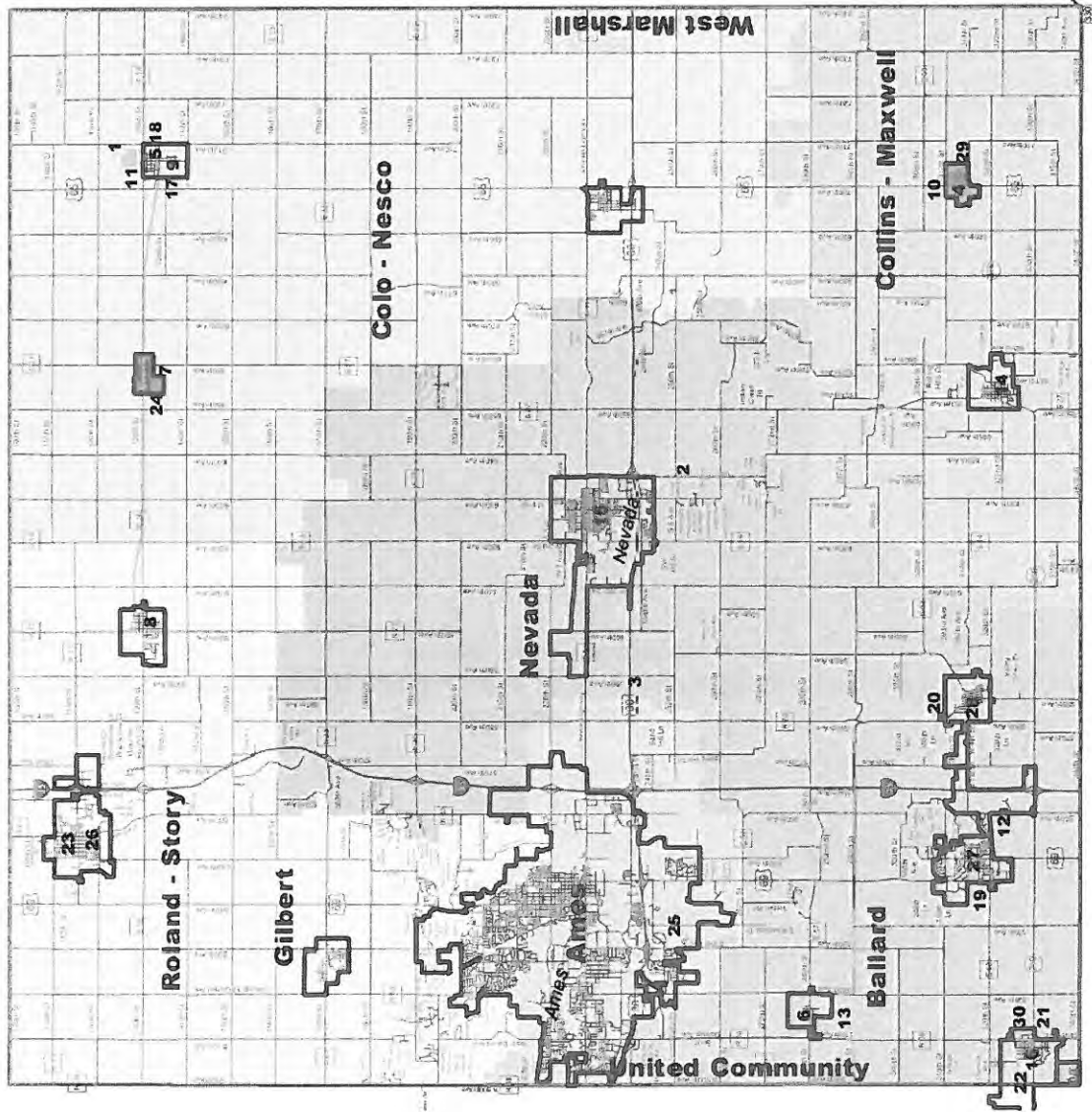
Please see the reverse for a table of approved and pending projects that are components of the Story County Urban Renewal Plan.

Legend

- Ames School District
- Ballard School District
- Collins - Maxwell School District
- Colo - Nesco School District
- Gilbert School District
- Nevada School District
- North Polk School District
- Roland - Story School District
- United Community School District
- West Marshall School District
- County Boundary
- Roads
- City Limits



Map amended on May 24, 2017, by the County Outreach and Special Projects Manager.



Key to Urban Renewal Projects

- 1 Improvements to Dakins Lake (County tax parcel number 04-16-400-125) including acquisition of additional adjoining property (County tax parcel number 04-16-400-105)
- 2 Construction of bike trail along right-of-way of Country Club Road from the Nevada city limits south to 260th Street
- 3 Paving ¼ mile along 590th Avenue north of its intersection with Highway 30
- 4 City of Collins: Programming improvements at Wellness Center for purchase and implementation of new scanner entry system; expansion of programs and services; and additional equipment purchases (County tax parcel number 16-21-160-575)
- 5 Colo-Nesco Community School District – Proposed construction of a community playground and park on three vacant lots located on the corner of N. Center Street and E. Cleveland Street (County tax parcel number 04-21-205-240).
- 6 City of Kelley, Iowa – Construct enclosure around post office boxes (County tax parcel number 09-32-474-600).
- 7 City of McCallsburg, Iowa – Water looping project throughout the community to help improve water quality for residents near existing dead ends, helps increase the flow of water, such as in cases of need for fire suppression, and also help create a secondary supply of water in cases where a water main line needs to be shut down in a certain area (such as a water main line break).
- 8 City of Roland, Iowa – Removal and disposal of asbestos containing materials on property located at 218 North Main Street. (County tax parcel number 02-14-360-340).
- 9 City of Zearing, Iowa – Building purchase and remodel and rehabilitation of building (County tax parcel number 04-21-254-335).
- 10 City of Collins - Work on water lines as a result of US Hwy 65 re-grade.
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- 12 City of Huxley – Proposed hard surfacing of one-mile of Heart of Iowa Trail from US Highway 69 to Trailridge Park.
- 13 City of Kelley – Construction of new six-inch water main on Hubbel Street.
- 14 City of Maxwell – Installation of curb and gutter along Trotter Blvd.
- 15 City of Nevada – Construction of Clock Tower Center.
- 16 City of Slater – Main Street improvements from Story to Tama Streets.
- 17 City of Zearing – Building renovations at 107 West Main Street.
- 18 Colo-Nesco Community School District – Phase III construction of a community playground and park on three vacant lots located on the corner of N. Center Street and E. Cleveland Street (County tax parcel number 04-21-205-240).
- 19 City of Huxley – Centennial Park playground expansion.
- 20 City of Cambridge - Construction of new multi-functional municipal building.
- 21 City of Slater – Acquisition and renovation of 404/406 Main Street.
- 22 City of Slater – Main Street improvements to corner of Main Street and Marshall.
- 23 City of Story City – South Park project.

- 24 Praeri Rail Trail Extension Planning and Construction.
- 25 Iowa State University Research Park - ~~SCCB Park~~ Tedesco Environmental Learning Corridor
- 26 City of Collins – Demolition and revitalization of buildings along Main Street.
- 27 City of Story City – Proposed improvements to North Park Project.
- 28 City of Cambridge – Construction of Cambridge Community Center.
- 29 City of Huxley – All-inclusive playground structure installation at Nord Kalsem Park.
- 30 City of Slater – Decorative sidewalk, parking area replacement and decorative street lighting along Main Street.

June 30, 2017

To: Story County Engineer
Story County Sheriff's Department

COPY

From: Carol Myers

The purpose of this communication is to express my sincere concern for the traffic control system that has been installed at the intersection of 295th Street and 680 Avenue, Story County.

Daily I witness 'near misses', total indifference to the traffic control signs, and a definite lack of presence of law enforcement in this area. Rarely do I see an officer, except when I observe one visiting in the area. This situation has been a source of frustration, anxiety, and anger due to the lack of consideration of certain motorists who continually abuse this intersection using excessive speed, ignoring the traffic control signage and exhibiting a total lack of consideration for other vehicles driving in this area.

After observing and experiencing these feelings for many months, I feel it is my responsibility to inform the County officials of this concern. I do not wish to be a witness to, or the observer of any type of accident caused by this blatant ignoring of these traffic rules.

I request that my concerns not be taken lightly. I will welcome any communications you may have regarding these concerns. Lives are at stake; and I am expressing not only my concerns, but also those of close neighbors.

Carol A. Myers
67958 295th St.
Collins IA 50055
Cell: 641-352-0252

APPROVED **DENIED**
Board Member Initials: RS
Meeting Date: 7-11-17
Follow-up action: ASKED CA to
build options & come back
to BOS

June 30, 2017

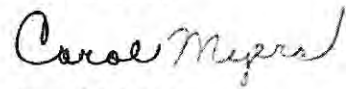
Story County Supervisors
900 6th Street
Nevada IA 50201

RECEIVED
JUL 03 2017
STORY COUNTY
BOARD OF SUPERVISORS

This communication has been sent to Story Co. Engineer and Story Co. Sheriff's Department.

Have extreme concern about this situation and feel you need to be advised of this dangerous situation!

Thank you,



Carol Myers



**STORY COUNTY
BOARD OF SUPERVISORS
RICK G. SANDERS
MARTY CHITTY
LAURIS OLSON**

Story County Administration
900 Sixth Street
Nevada Iowa 50201
515-382-7200
515-382-7206 (fax)

APPROVED **DENIED**
Board Member Initials: RS
Meeting Date: 11-11-17
Follow-up action: Send clean copy
to Ames - Sanders will
edit

July 11, 2017

Mayor Ann Campbell and Ames City Council
515 Clark Ave.
Ames, IA 50010

Re: Proposal for a new Ames/Story County Housing Needs Assessment Study

Dear Mayor Campbell and Council Members,

The Story County Board of Supervisors is looking at commissioning an updated comprehensive housing needs assessment for the entire county. The last such study, "The Ames/Story County Housing Needs Assessment Study," was done by RDG Crose Gardner Shukert in 1997-98, with a publication date of July 29, 1998. It was jointly commissioned and funded by the City of Ames and Story County. City of Ames employee Vanessa Baker-Latimer served as one of the co-chairs.

Our county's consistent population growth and ever-increasing private business base presents a significantly different scenario than existed in 1998. However, we would anticipate commissioning a study that at least duplicates, if not exceeds, the amount of statistical detail, visual research and community input in that earlier study. Preliminary inquiries with Iowa companies who do this work indicate that such a study would take 9 months to a year and cost around \$70,000. Our staff indicates that it will take at least another two to three months to develop a request for proposal. If we follow the organizational model of the 1998 study, the company conducting the study will be guided by a task force of 20 to 24 county citizens representing a variety of stakeholders.

There are many uses for such a study in both the government and private sectors, from providing information needed for project funding and government grants to serving as a base for future planning. We would like to invite the City of Ames to join us in commissioning an updated study.

Sincerely,


Rick Sanders, Chair
Story County Board of Supervisors

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

**Keigley Branch Watershed Management Authority Agreement
Between Story County, Boone County, Hamilton County, Hardin County,
City of Ames, City of Story City, City of Roland, City of Randall,
Story County Soil and Water Conservation District, Boone County Soil and Water
Conservation District, Hamilton County Soil and Water Conservation District, and
Hardin County Soil and Water Conservation District**

This Joint and Cooperative Agreement (hereinafter referred to as the “Agreement”) is entered into pursuant to the authority of the *Code of Iowa*, Chapter 28E on this ____ day of _____, 2017 by and between Story County, Boone County, Hamilton County, Hardin County, City of Ames, City of Story City, City of Roland, City of Randall, Story County Soil and Water Conservation District, Boone County Soil and Water Conservation District, Hamilton County Soil and Water Conservation District, and Hardin County Soil and Water Conservation District. All entities shall be referred to hereinafter as the “Cooperators”.

WHEREAS, *Code of Iowa* Chapter 466B authorizes two (2) or more political subdivisions, defined as including cities, counties and/or soil and water conservation districts, all of which must be located within the same United States Geological Survey Hydrologic Unit Code 10 watershed, to enter into agreement under Chapter 28E of the *Code of Iowa* to establish a watershed management authority to enable cooperation in supporting watershed planning and improvements for the mutual advantage of the political subdivisions involved; and

WHEREAS, pursuant to *Code of Iowa* Section 466B.23, a watershed management authority may perform all of the following duties:

1. Assess the flood risks in the watershed.
2. Assess the water quality in the watershed.
3. Assess options for reducing flood risk and improving water quality in the watershed.
4. Monitor federal flood risk planning and activities.
5. Educate residents of the watershed area regarding water quality and flood risks.
6. Allocate moneys made available to the authority for purposes of water quality and flood mitigation.
7. Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the authority. A watershed management authority shall not acquire property by eminent domain.

and;

WHEREAS, Story County, Boone County, Hamilton County, Hardin County, City of Ames, City of Story City, City of Roland, City of Randall, Story County Soil and Water Conservation District, Boone County Soil and Water Conservation District, Hamilton County Soil and Water Conservation District, and Hardin County Soil and Water Conservation District all deem establishment of the Keigley Branch Watershed Management Authority (the Authority), a watershed management authority encompassing all of the Keigley Branch watershed, a Hydrologic Unit Code 10 (HUC 10) watershed, to be of mutual advantage; and

WHEREAS, all political subdivisions within the watershed have been noticed within thirty days prior to the organization of the watershed management authority and provided the opportunity to participate as provided in *Code of Iowa* Section 466B.22; and

WHEREAS, it is mutually desired to enter into this Agreement pursuant to *Code of Iowa* Chapter 28E for the purpose of establishing the Keigley Branch Watershed Management Authority to carry out watershed planning and improvements in the Keigley Branch Watershed.

NOW THEREFORE, it is agreed by and between the parties as follows:

SECTION 1. IDENTITY OF THE PARTIES.

- 1.1 The Counties of Story, Boone, Hamilton, and Hardin are each a municipality of the State of Iowa, organized and operating pursuant to *Code of Iowa* Chapter 331. Their respective addresses are:

Story County
900 Sixth Street
Nevada, Iowa 50201

Boone County
201 State Street
Boone, Iowa 50036

Hamilton County Courthouse
2300 Superior Street, Suite 3
Webster City, Iowa 50595

Hardin County Courthouse
1215 Edgington Ave
Eldora, Iowa 50627

- 1.2 The Cities of Ames, Story City, Roland, and Randall are each a municipality of the State of Iowa, organized and operating pursuant to *Code of Iowa* Chapter 364. Their respective addresses are:

City of Ames
515 Clark Avenue
Ames, Iowa 50010

City of Story City
504 Broad Street
Story City, Iowa 50248

City of Roland
202 East Ash Street/P.O. Box 288
Roland, Iowa 50236

City of Randall
Box 36
Randall, Iowa 50231

- 1.3 The Soil and Water Conservation Districts of Story, Boone, Hardin, and Hamilton are each a governmental subdivision of the State of Iowa as defined in *Code of Iowa* Section 161A.3(6) and a soil and water conservation district established pursuant to Iowa Code Section 161A.5(1). Their respective addresses are:

Story County SWCD
510 South 11th Street
Nevada, Iowa 50201

Boone County SWCD
1602 Snedden Drive
Boone, Iowa 50036

Hamilton County SWCD
1921 Superior Street
Webster City, IA 50595-3145

Hardin County SWCD
840 Brooks Road
Iowa Falls, Iowa 50126

SECTION 2. KEIGLEY BRANCH WATERSHED BOUNDARY

The area within this Agreement shall be known as the Keigley Branch Watershed Boundary. As required by Iowa Code §466B.22(2), The areas and boundaries of the authority are shown in Attachment A.

SECTION 3. PURPOSE.

- 3.1 The purpose of this Agreement is to provide for the manner in which the parties shall cooperate with one another to successfully encourage, plan for, and implement watershed activities within the Keigley Branch Watershed, including but not limited to the following activities authorized pursuant to *Code of Iowa* Section 466B.23:
 - 3.1.1 Assess the flood risks in the watershed.
 - 3.1.2 Assess the water quality in the watershed.
 - 3.1.3 Assess options for reducing flood risk and improving water quality in the watershed.
 - 3.1.4 Monitor federal flood risk planning and activities.
 - 3.1.5 Educate residents of the watershed area regarding water quality and flood risks.
 - 3.1.6 Allocate moneys made available to the authority for purposes of water quality and flood mitigation.
 - 3.1.7 Make and enter into contracts and agreements and execute all instruments necessary or incidental to the performance of the duties of the authority. A watershed management authority shall not acquire property by eminent domain.

SECTION 4. NO SEPARATE ENTITY CREATED.

- 4.1 It is the intention of this Agreement that there be no new or additional legal or administrative entity created by this Agreement, nor that the inherent governmental powers of any Cooperator be affected in any way beyond the terms of this Agreement.
- 4.2 A joint board of the Cooperators known as the Keigley Branch Watershed Management Authority Board (the Board) shall be responsible for coordinating watershed planning and improvements. The Board shall be comprised of one appointee from each county, city, and district participating in this Agreement.
- 4.3 Once established, the Board will develop governing bylaws.

SECTION 5. DURATION.

This Agreement shall be in effect in perpetuity until terminated pursuant to Section 13.

SECTION 6. POWERS AND DUTIES.

- 6.1 The parties to this Agreement shall retain all powers and duties conferred by law but shall work together in the exercise of such powers and the performance of this Agreement. These powers shall not be transferred to the Authority. Each party to this Agreement shall be responsible for:
- 6.1.1 identifying opportunities for funding and in-kind support for the undertaking of watershed planning and improvements within the Keigley Branch Watershed;
 - 6.1.2 identifying opportunities for infrastructure development and planning capable of assessing and mitigating flood risks in the Keigley Branch Watershed;
 - 6.1.4 participating in educational/outreach programs regarding water quality and flood risks;
 - 6.1.5 identifying opportunities for infrastructure development and planning to assess and mitigate water quality in the Keigley Branch Watershed;
 - 6.1.6 providing support for the administration of any projects, including technical, financial and clerical, as agreed to by the Cooperators;
 - 6.1.7 securing such financing, including grants, loans and the issuance of bonds of loan agreements, as determined by the respective party to be necessary or desirable to achieve the objectives of the agreement;
 - 6.1.8 designing and bidding of projects;
 - 6.1.9 administering contracts; and
 - 6.1.10 observing construction.

SECTION 7. MANNER OF FINANCING.

The Board may solicit, accept and receive donations, endowments, gifts, grants, reimbursements and other such funds as necessary to support work pursuant to this Agreement. It is agreed and understood by the parties hereto that no financial obligations upon any Cooperator are intended to be created hereby.

No action to contribute funds by a Board member of the Authority is binding on the Cooperator that he or she represents without official approval by the governing body of that Cooperator. No

Cooperator may be required to contribute funds to the Authority, except to fulfill any obligation previously made by official action by the governing body of the Cooperator.

The Board will review each opportunity for funding or in-kind support. After review of the opportunity, a fiscal agent will be nominated. The fiscal agent would be a Cooperator or other organization meeting the fiscal agent standards outlined in the bylaws. Should no Cooperator or other organization accept the nomination of fiscal agent for the opportunity, the opportunity will not be considered.

SECTION 8. ENTIRE AGREEMENT.

This Agreement represents the entire understanding among the Cooperators and no Cooperator is relying on any representation or understanding which may have been made by another Cooperator and which is not included in this Agreement.

SECTION 9. SEVERABILITY/INVALIDITY.

If any term, provision or condition of this Agreement shall be determined to be invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the Cooperators to this Agreement or substantially frustrate the attainment of the purposes of this Agreement.

SECTION 10. GOVERNING LAW.

This Agreement shall be governed by and interpreted under the laws of the State of Iowa.

SECTION 11. AMENDMENTS.

- 11.1 This Agreement may be amended at any time by an affirmative vote of the majority of the governing bodies of all Cooperators. Any Cooperator desiring an amendment to this Agreement shall notify the other Cooperators of its desire, and the reasons for the request.
- 11.2 Such a request shall be in writing to the other governing bodies of the Cooperators, and shall be considered by their governing body without unreasonable delay and within no more than ninety (90) days of receipt.
- 11.3 If the request is agreed to by the other Cooperators, each Cooperator shall prepare and submit to the others a certified resolution confirming the affirmative vote of the Cooperator's governing body.

- 11.4 The Amendment shall take effect ten (10) days following receipt of the last such resolution by the other Cooperators. Amendments shall be filed and recorded as required by Section 16 hereof.

SECTION 12. ADDITIONAL COOPERATORS

- 12.1 A City, County, or Soil and Water Conservation District within the Keigley Branch Watershed who is not a Cooperator, may request, in writing to all Cooperators, to become a Cooperator.
- 12.2 Such a request may be considered as an Amendment and shall follow the steps outlined in Section 11 hereof.

SECTION 13. PARTIAL OR FULL TERMINATION OF AGREEMENT.

The governing bodies of all Cooperators in the Authority may terminate this Agreement, or any part thereof, by a vote of the majority of the membership. Upon termination, all property and money then owned by the Authority shall be distributed equally among its members after payment of all debts. Any funds donated under a stipulation limiting their use shall be dispersed consistent with the owner's direction. The governing body of each jurisdiction may individually terminate their participation in the agreement after providing the Authority a ninety (90) days' prior written notice of intent to terminate. Such termination shall be effective on the expiration of the ninety (90) days.

SECTION 14. EFFECTIVE DATE.

This Agreement shall take effect upon execution by the Cooperators as required by law, and filing with the Secretary of State in an electronic format.

SECTION 15. NOTICES.

Notices under this Agreement shall be in writing and delivered to the representative of the party to receive notice (identified below) at the address of the party designated to receive notice for each Cooperator as set forth in this Agreement. The effective date of any notice under this Agreement shall be the date of actual delivery of such notice and not the date of dispatch. The preferred means of notice shall be either actual hand delivery, certified US Mail, return receipt requested with postage prepaid thereon, or by recognized overnight delivery service, such as FedEx or UPS.

Notices shall be delivered to the following persons at each Cooperator:

Story County: Chairperson, Story County Board of Supervisors
Story County Administration Building
900 Sixth Street
Nevada, Iowa 50201

Boone County: Chairperson, Boone County Board of Supervisors

Boone County Administration
201 State Street
Boone, Iowa 50036

Hardin County: Chairperson, Hardin County Board of Supervisors

Hardin County Courthouse
1215 Edgington Ave
Eldora, Iowa 50627

Hamilton County: Chairperson, Hamilton County Board of Supervisors

Hamilton County Courthouse
2300 Superior Street, Suite 3
Webster City, Iowa 50595

Ames: Mayor, City of Ames
City Hall
515 Clark Avenue
Ames, Iowa 50010

Story City: Mayor, City of Story City
504 Broad Street
Story City, Iowa 50248

Roland: Mayor, City of Roland
202 East Ash Street/P.O. Box 288
Roland, Iowa 50236

Randall: Mayor, City of Randall
Box 36
Randall, Iowa 50231

Story County Soil and Water Conservation District:

Chairperson, Story County SWCD
510 South 11th Street
Nevada, Iowa 50201

Boone County Soil and Water Conservation District:

Chairperson, Boone County SWCD
1602 Snedden Drive
Boone, Iowa 50036

Hamilton County Soil and Water Conservation District:

Chairperson, Hamilton County SWCD
1921 Superior Street
Webster City, IA 50595-3145

Hardin County Soil and Water Conservation District:

Chairperson, Hardin County SWCD
840 Brooks Road
Iowa Falls, Iowa 50126

SECTION 16. RECORDATION.

This Agreement shall be recorded pursuant to the requirements of *Code of Iowa*, Chapter 28E.

SECTION 17. ENTIRE AGREEMENT.

This Agreement and attachments attached hereto constitute the entire Agreement, among the Cooperators and supersedes or replaces any prior agreements among the Cooperators relating to its subject matter.

SECTION 18. NO WAIVER.

The waiver or acceptance by any Cooperator of a breach or violation of any provisions of this Agreement by another cooperator shall not operate as, or be construed to be, a waiver of any subsequent breach.

SECTION 19. NO ASSIGNMENT OR DELEGATION.

Neither this Agreement, nor any right or obligation under it, may be assigned, transferred or delegated in whole or in part to any outside party without the prior written consent of all the Cooperators.

SECTION 20. AUTHORITY AND AUTHORIZATION.

Each party to this Agreement represents and warrants to the other that it has the right, power and authority to enter into and perform its obligations under this Agreement; and that it has taken all requisite actions necessary to approve the execution, delivery and performance of this Agreement, and that this Agreement constitutes a legal, valid and binding obligation upon itself in accordance with the terms of the Agreement.

SECTION 21. HEADINGS AND CAPTIONS.

The paragraph headings and captions set forth in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

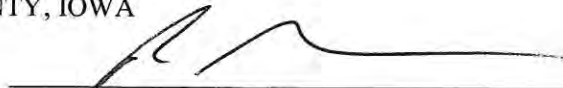
SECTION 22. COUNTERPARTS.

The Cooperators agree that this Agreement has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.

Dated this 11 day of July, 2017.

STORY COUNTY, IOWA

BY:



Board of Supervisors Chair

ATTEST:

County Auditor

Dated this _____ day of _____, 2017.

BOONE COUNTY, IOWA

BY:

Board of Supervisors Chair

ATTEST:

County Auditor

Dated this ____ day of _____, 2017.

HAMILTON COUNTY, IOWA

BY: _____
Board of Supervisors Chair

ATTEST: _____
County Auditor

Dated this ____ day of _____, 2017.

HARDIN COUNTY, IOWA

BY: _____
Board of Supervisors Chair

ATTEST: _____
County Auditor

Dated this _____ day of _____, 2017.

AMES, IOWA

BY:

Mayor

ATTEST:

City Clerk

Dated this ____ day of _____, 2017.

STORY CITY, IOWA

BY:

Mayor

ATTEST:

City Clerk

Dated this _____ day of _____, 2017.

ROLAND, IOWA

BY:

Mayor

ATTEST:

City Clerk

Dated this ____ day of _____, 2017.

RANDALL, IOWA

BY:

Mayor

ATTEST:

City Clerk

Dated this ____ day of _____, 2017.

STORY COUNTY SOIL AND WATER CONSERVATION DISTRICT
STORY COUNTY, IOWA

BY:

Chairperson

ATTEST:

Secretary

Dated this ____ day of _____, 2017.

BOONE COUNTY SOIL AND WATER CONSERVATION DISTRICT
BOONE COUNTY, IOWA

BY:

Chairperson

ATTEST:

Secretary

Dated this ____ day of _____, 2017.

HAMILTON COUNTY SOIL AND WATER CONSERVATION DISTRICT
HAMILTON COUNTY, IOWA

BY: _____
Chairperson

ATTEST: _____
Secretary

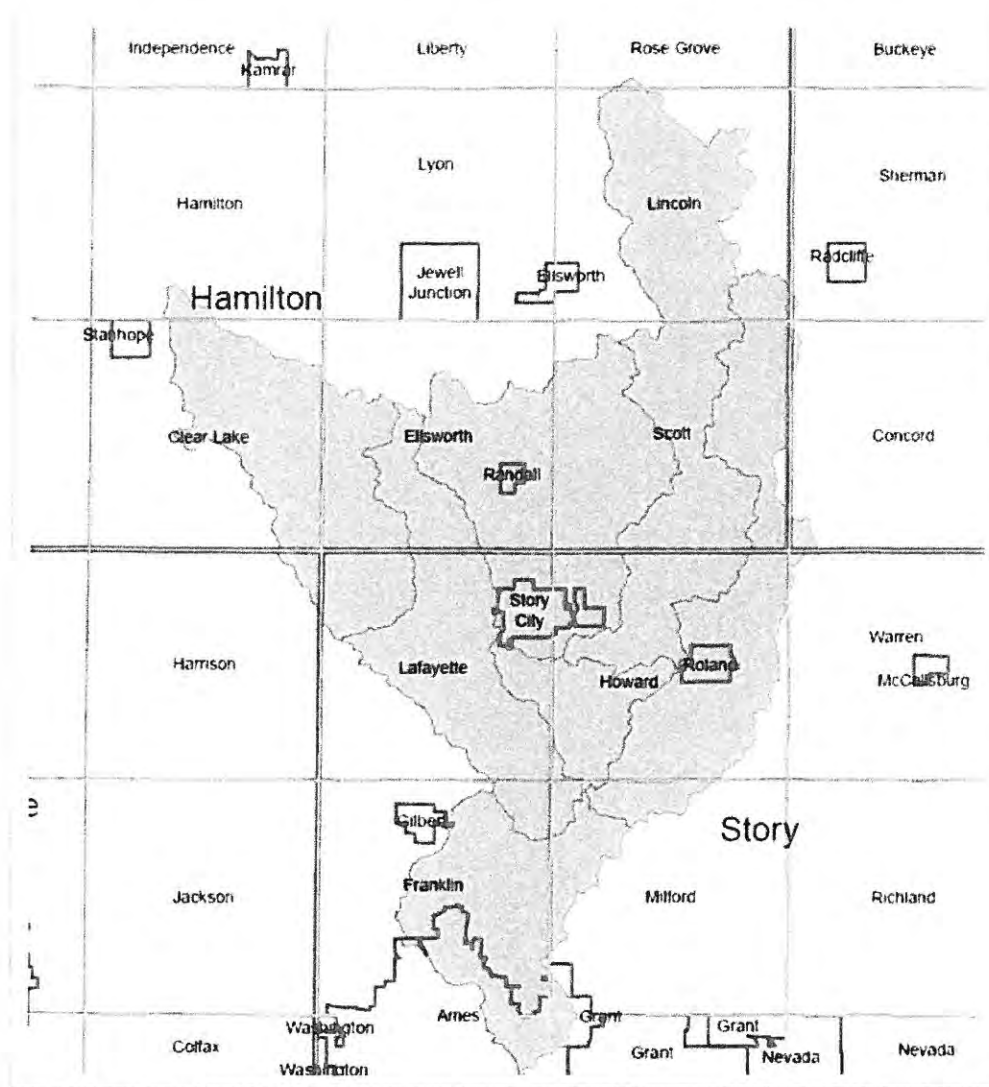
Dated this ____ day of _____, 2017.

HARDIN COUNTY SOIL AND WATER CONSERVATION DISTRICT
HARDIN COUNTY, IOWA

BY: _____
Chairperson

ATTEST: _____
Secretary

Attachment A – Keigley Branch Watershed Boundaries



RESOLUTION # 18-03
STOP SIGN AUTHORIZATION

- WHEREAS: The Board of Supervisors is empowered under authority of Sections 321.236, 321.255, and 321.345 of the Code of Iowa to designate stop conditions on secondary roads and intersections under their jurisdiction, and
- WHEREAS: The traffic volumes and sight conditions at the intersection of 240th Street and S 500th Ave. have been reviewed and a traffic study has been conducted by the county engineer, and
- WHEREAS: Said study has been completed and now leads to the recommendation that a stop sign for eastbound traffic and a stop sign for westbound traffic be erected at this intersection, and
- WHEREAS: Boone County has jurisdiction over the stop sign for eastbound traffic at this intersection. Boone County will be responsible for erecting and maintaining the eastbound stop sign.

NOW, THEREFORE, BE IT RESOLVED by the Story County Board of Supervisors that they do hereby authorize the erection of a stop sign for westbound traffic on 240th Street at its intersection with S 500th Ave.

Recommended by:



Darren R. Moon, P.E.
County Engineer

Adopted this 11th day of July, 2017.

Moved by: Olson

Seconded by: Chitty

Voting aye: Olson, Chitty, Sanders

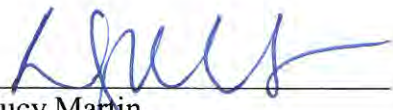
Voting nay: None

Absent: None

Not voting: None



Rick Sanders, Chairperson
Board of Supervisors

ATTEST: 

Lucy Martin
County Auditor

RESOLUTION # 18-04
STOP SIGN AUTHORIZATION

- WHEREAS: The Board of Supervisors is empowered under authority of Sections 321.236, 321.255, and 321.345 of the Code of Iowa to designate stop conditions on secondary roads and intersections under their jurisdiction, and
- WHEREAS: The anticipated traffic volumes and proposed bike path crossing at the intersection of W 190th Street and Grant Ave. have been reviewed and a traffic study has been conducted by the county engineer, and
- WHEREAS: Said study has been completed and now leads to the recommendation that a stop sign for eastbound traffic and a stop sign for westbound traffic be erected at this intersection which will make this a four way stop, and
- WHEREAS: The City of Ames has jurisdiction over the stop sign for eastbound traffic at this intersection. The City of Ames will be responsible for erecting and maintaining the eastbound stop sign.

NOW, THEREFORE, BE IT RESOLVED by the Story County Board of Supervisors that they do hereby authorize the erection of a stop sign for westbound traffic on W 190th Street at its intersection with Grant Ave.

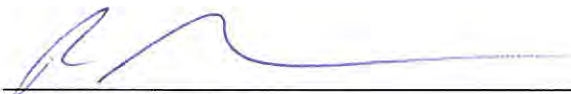
Recommended by:



Darren R. Moon, P.E
County Engineer

Adopted this 11th day of July, 2017.

Moved by:	<u>Chitty</u>
Seconded by:	<u>Olson</u>
Voting aye:	<u>Chitty, Olson, Sanders</u>
Voting nay:	<u>None</u>
Absent:	<u>None</u>
Not voting:	<u>None</u>



Rick Sanders, Chairperson
Board of Supervisors

ATTEST: 

Lucy Martin
County Auditor

RESOLUTION 18-05

BRIDGE EMBARGO

WHEREAS: The Board of Supervisors is empowered under authority of Sections 321.236 Sub. (8), 321.255 and 321.471 to 321.473 to prohibit the operation of vehicles or impose limitations as to the weight thereof on designated highways or highway structures under their jurisdiction, and

WHEREAS: the County Engineer has completed (or has caused to be completed) the Structure Inventory and Appraisal of certain county bridges, in accordance with the National Bridge Inspection Standards and has determined (or it has been determined) that they are inadequate for two-lane legal loads at allowable operating stress.

NOW, THEREFORE, BE IT RESOLVED by the Story County Board of Supervisors that vehicle and load limits be established and that signs be erected advising of the permissible maximum weights thereof on the bridges listed, as follows:

Structure Number	Feature crossed	Location	Load Limit (tons)
1-1-W10	No Name Creek	Sec 1,T 85, R 21	One Lane
1-11-W10	No Name Creek	Sec 11, T 85, R 21	10,15,20, One Lane
1-12-W10	No Name Creek	Sec 12, T 85, R 21	One Lane
1-13-N10	No Name Creek	Sec 13, T 85, R 21	One Lane
1-20-W10	Minerva Creek	Sec 20, T 85, R 21	18,27,31
1-20-W20	Minerva Creek	Sec 20, T 85, R 21	22,34,40, One Lane
1-22-W20	Minerva Creek	Sec 22, T 85, R 21	21,31,40
1-23-W10	Minerva Creek	Sec 23, T 85, R 21	One Lane
1-26-W10	Minerva Creek	Sec 26, T 85, R 21	One Lane
1-28-N10	Minerva Creek	Sec 28, T 85, R 21	25,36,40
1-35-W10	No Name Creek	Sec 35, T 85, R 21	24,35,40, One Lane
1-36-W10	No Name Creek	Sec 36, T 85, R 21	One Lane
2-6-W10	Bear Creek	Sec 6, T 85, R 22	17,25,32
2-13-W10	Minerva Creek	Sec 13, T 85, R 22	One Lane
2-18-N10	Branch of East Indian Creek	Sec 18, T 85, R 22	One Lane
2-20-W10	Branch of East Indian Creek	Sec 20, T 85, R 22	One Lane
2-29-N10	Branch of East Indian Creek	Sec 29, T 85, R 22	One Lane
3-1-N10	Bear Creek	Sec 1, T 85, R 23	One Lane
3-3-N10	Long Dick Creek	Sec 3, T 85, R 23	25,37,40, One Lane

3-3-N20	Long Dick Creek	Sec 3, T 85, R 23	16,24,31, One Lane
3-7-WX10	No Name Creek	Sec 7, T 85, R 23	One Lane
3-11-NX10	Bear Creek	Sec 11, T 85, R 23	30,40,40
3-16-W10	Long Dick Creek	Sec 16, T 85, R 23	21,29,31, One Lane
3-28-NX10	Bear Creek	Sec 28, T 85, R 23	One Lane
3-31-N10	Branch of Skunk River	Sec 31, T 85, R 23	19,27,37, One Lane
3-31-W20	Branch of Skunk River	Sec 31, T 85, R 23	One Lane
4-5-N20	Kegley's Creek	Sec 5, T 85, R 24	9,13,16
4-5-W10	Branch of Kegley's Creek	Sec 5, T 85, R 24	15,22,29, One Lane
4-8-W20	Branch of Kegley's Creek	Sec 8, T 85, R 24	One Lane
4-9-W10	Kegley's Creek	Sec 9, T 85, R 24	23,35,40, One Lane
4-9-W20	Kegley's Creek	Sec 9, T 85, R 24	One Lane
4-15-N10	Branch of Skunk River	Sec 15, T 85, R 24	24,40,40, One Lane
4-22-W10	Kegley's Creek	Sec 22, T 85, R 24	One Lane
4-26-N10	Branch of Skunk River	Sec 26, T 85, R 24	23,36,40, One Lane
4-27-N20	Kegley's Creek	Sec 27, T 85, R 24	26,38,40, One Lane
4-36-N10	Branch of Skunk River	Sec 36, T 85, R 24	One Lane
5-1-N20	Kegley's Creek	Sec 1, T 84, R 24	One Lane
5-20-N10	Squaw Creek	Sec 20, T 84, R 24	23,35,40, One Lane
5-20-N20	Squaw Creek	Sec 20, T 84, R 24	24,35,40, One Lane
5-25-WX10	Skunk River	Sec 25, T 84, R 24	24,36,40
6-1-N10	Branch of West Indian Creek	Sec 1, T 84, R 23	26,38,40, One Lane
6-4-WX10	No Name Creek	Sec 4, T 84, R 23	24,35,40
6-8-N10	No Name Creek	Sec 8, T 84, R 23	One Lane
6-12-W10	Branch of West Indian Creek	Sec 12, T 84, R 23	One Lane
6-14-N10	Branch of West Indian Creek	Sec 14, T 84, R 23	25,37,40, One Lane
6-22-W20	Branch of West Indian Creek	Sec 22, T 84, R 23	14,21,27
6-21-W10	Branch of West Indian Creek	Sec 21, T 84, R 23	One Lane
6-24-W10	Branch of West Indian Creek	Sec 24, T 84, R 23	21,33,35
6-29-W10	No Name Creek	Sec 29, T 84, R 23	One Lane
7-8-N10	No Name Creek	Sec 8, T 84, R 22	15,25,32, One Lane
7-12-W10	East Indian Creek	Sec 12, T 84, R 22	One Lane
7-13-N10	East Indian Creek	Sec 13, T 84, R 22	19,27,28, One Lane
7-36-NX10	East Indian Creek	Sec 36, T 84, R 22	26,39,40, One Lane
8-11-N10	No Name Creek	Sec 11, T 84, R 21	18,27,34, One Lane
8-12-W10	No Name Creek	Sec 12, T 84, R 21	23,34,40
8-29-N10	Dye Creek	Sec 29, T 84, R 21	28,40,40, One Lane
8-33-N10	Dye Creek	Sec 33, T 84, R 21	15,22,28

9-21-N10	Clear Creek	Sec 21, T 83, R 21	17,25,33
9-24-W10	Clear Creek	Sec 24, T 83, R 21	25,37,40, One Lane
9-33-N10	Clear Creek	Sec 33, T 83, R 21	One Lane
9-34-W10	Clear Creek	Sec 34, T 83, R 21	17,25,33
9-35-N10	Clear Creek	Sec 35, T 83, R 21	15,23,29, One Lane
10-2-N10	East Indian Creek	Sec 2, T 83, R 22	One Lane
10-12-NX10	Dye Creek	Sec 12, T 83, R 22	One Lane
10-13-NX10	East Indian Creek	Sec 13, T 83, R 22	22,32,40, One Lane
10-13-NX20	East Indian Creek	Sec 13, T 83, R 22	24,35,40, One Lane
10-14-NX10	East Indian Creek	Sec 14, T 83, R 22	Closed
10-27-NX10	East Indian Creek	Sec 27, T 83, R 22	One Lane
11-4-N10	Grant Open Ditch	Sec 4, T 83, R 23	One Lane
11-10-W10	Grant Open Ditch	Sec 10, T 83, R 23	One Lane
11-20-N10	No Name Creek	Sec 20, T 83, R 23	One Lane
11-20-WX10	No Name Creek	Sec 20, T 83, R 23	13,21,28, One Lane
11-22-N10	Grant Open Ditch	Sec 22, T 83, R 23	One Lane
11-29-WX20	Branch of Skunk River	Sec 29, T 83, R 23	22,31,40, One Lane
11-33-N10	Branch of Skunk River	Sec 33, T 83, R 23	23,35,40, One Lane
11-36-N10	West Indian Creek	Sec 36, T 83, R 23	21,34,35, One Lane
12-7-W10	No Name Creek	Sec 7, T 83, R 24	21,33,40, One Lane
12-24-NX30	Skunk River	Sec 24, T 83, R 24	Closed
12-24-W10	Branch of Skunk River	Sec 24, T 83, R 24	23,34,40
12-28-W10	Walnut Creek	Sec 28, T 83, R 24	One Lane
13-11-N10	No Name Creek	Sec 11, T 82, R 24	One Lane
13-13-N10	Branch of Skunk River	Sec 13, T 82, R 24	24,36,40, One Lane
13-13-NX10	Branch of Skunk River	Sec 13, T 82, R 24	One Lane
13-13-W10	Ballard Creek	Sec 13, T 82, R 24	One Lane
13-15-W10	Ballard Creek	Sec 15, T 82, R 24	19,29,37, One Lane
13-15-WX10	Ballard Creek	Sec 15, T 82, R 24	One Lane
13-20-N10	Ballard Creek	Sec 20, T 82, R 24	24,40,40, One Lane
13-24-N10	Branch of Skunk River	Sec 24, T 82, R 24	26,38,40
14-5-N30	No Name Creek	Sec 5, T 82, R 23	One Lane
14-6-W10	Branch of Skunk River	Sec 6, T 82, R 23	One Lane
14-12-NX10	Branch of Calamus Creek	Sec 12, T 82, R 23	One Lane
14-17-W10	Branch of Skunk River	Sec 17, T 82, R 23	One Lane
14-19-WX10	Branch of Skunk River	Sec 19, T 82, R 23	One Lane
14-22-WX20	Branch of Skunk River	Sec 22, T 82, R 23	5,7,7
14-27-N10	Skunk River	Sec 27, T 82, R 23	18,26,33, One Lane
14-27-N20F	Branch of Skunk River	Sec 27, T 82, R 23	Closed
15-5-NX10	Branch of Indian Creek	Sec 5, T 82, R 22	11,18,21, One Lane

15-6-N10	Branch of Indian Creek	Sec 6, T 82, R 22	One Lane
15-8-WX20	Branch of Indian Creek	Sec 8, T 82, R 22	8,10,12, One Lane
15-8-NX10	Branch of Indian Creek	Sec 8, T 82, R 22	One Lane
15-9-W10	Branch of Indian Creek	Sec 9, T 82, R 22	24,34,35, One Lane
15-9-W20	No Name Creek	Sec 9, T 82, R 22	One Lane
15-13-WX10	Rock Creek	Sec 13, T 82, R 22	One Lane
15-20-W20	Calamus Creek	Sec 20, T 82, R 22	19,31,31, One Lane
15-21-WX10	Branch of Indian Creek	Sec 21, T 82, R 22	25,37,40, One Lane
15-26-NX10	No Name Creek	Sec 26, T 82, R 22	One Lane
15-27-NX10	Branch of Indian Creek	Sec 27, T 82, R 22	One Lane
15-27-NX20	Branch of Indian Creek	Sec 27, T 82, R 22	One Lane
15-29-NX10F	Branch of Calamus Creek	Sec 29, T 82, R 22	12
15-29-NX20	Branch of Calamus Creek	Sec 29, T 82, R 22	One Lane
15-35-NX10	Branch of Indian Creek	Sec 35, T 82, R 22	18,30,36, One Lane
16-1-W10	Willow Creek	Sec 1, T 82, R 21	23,38,40, One Lane
16-2-N10	Willow Creek	Sec 2, T 82, R 21	25,37,40, One Lane
16-2-N20	Willow Creek	Sec 2, T 82, R 21	12,18,24, One Lane
16-2-W10	Willow Creek	Sec 2, T 82, R 21	22,36,40
16-7-W10	Rock Creek	Sec 7, T 82, R 21	One Lane
16-19-N10	Wolf Creek	Sec 19, T 82, R 21	15,23,30
16-23-W10	Mud Creek	Sec 23, T 82, R 21	One Lane
16-26-W10	Mud Creek	Sec 26, T 82, R 21	12,19,24, One Lane
16-32-N10	Wolf Creek	Sec 32, T 82, R 21	21,31,40, One Lane
J-16-35-S10	Mud Creek	Sec 35, T 82, R 21	25,38,40, One Lane

Recommended By: 

Darren Moon, P.E.
County Engineer

Adopted this 11th day of July, 2017.

Moved by: Olson

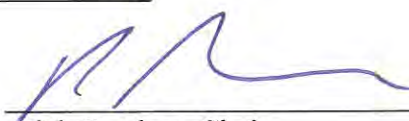
Seconded by: Chitty

Voting aye: Olson, Chitty, Sanders

Voting nay: None

Absent: None

Not voting: None


Rick Sanders, Chair
Board of Supervisors

ATTEST: 

Lucy Martin, County Auditor



Secondary Road Department
Darren R. Moon, P.E. County Engineer

Road Department
Quarterly Board Report
7-11-2017

Maintenance Work Update:

Pavement Markings completed, Bridge repairs by Denco
Manatts - Cameron School Rd turn lane and N. Dakota overlay this week
Skunk River-Riverside Rd. bridge debris, Ditch cleaning
Mowing shoulders of pavements and some gravels, before July 15th
Gravel road conditions are good but dry weather can cause more wash boarding and dust
Contract rock hauling in north central Story County completed, 28,000 tons
Gravel hauling out of Boone pit completed with own crews, 20,000 tons
Rock hauling with own crews has begun north of Ames and will move south of Ames

Construction Project Updates:

Seven projects this summer:

E-18 Zearing east – HMA Overlay	Fall start
R77 Roland north – HMA Overlay	Summer start
Grant Ave. PCC Pave and Bike Trail	Start this week (Temp Ease.)
600 th Ave. PCC Pave	Underway – July paving
Milford 22, 590 th Bridge Replacement	Summer start
New Albany 21, 250 th St. Bridge Replacement	Summer start
W. 190 th Bridge Replacement	Fall start

Check our website for construction updates

Construction Project Design:

Started design work on University Ave. paving plans, started acquiring r.o.w.
Working on plans for E63 Collins HMA overlay and four bridge replacements for 2018
Sand Hill Trail bridge design issues with floodplain

End of FY17 Budget Update: \$2.4 mil under budget:

\$1.84 mil in construction and \$365,000 shop carryover
New tandem truck – will amend for FY18 - \$223,964
HVAC units in engineer's office - \$25,000

New Shed Construction: Hired Haila Architecture

CUP needed for Kelley shed, possible alternative compliance for rear setback

Iowa DOT project updates:

I-35 Skunk River bridges and lane widening. 560th Ave. repairs and dust control
Flyover I-35/30 bridge grading underway. 245th St. repairs and dust control
265th St. bridge replacement over I-35 continues so 265th remains closed.

Road Maintenance Agreements:

- Ames – Sent Ames a draft 28E winter maintenance agreement
500th Ave. paving by Trinitas developer, DD #4 issues - Cancelled
W. 190th and Grant intersection – add stop signs for 4-way stop
- Boone Co. – Stop signs added at 500th Ave. and 240th St. intersection due to trees

566th Ave. maintenance safety concern: Talk with Cornerstone Church about access?

Federal Aid Swap with DOT: Starting to work out the details with DOT. Possible impact on 560th Ave. paving if not able to spend funds on local routes. ISAC joint meet with supervisors to discuss.

Drainage District Issues:

- DD#9, south of Colo, 220' of 24" tile replaced
- DD#20, getting railroad permit to jet under RR south of Fernald
- Other Fernald issues
- 580th Ave. tile and silt issues

Three new hires: Christina Jennings – Administrative Assistant II
Alex Golly – Equipment Operator I
Robert Morgan – Equipment Operator I



Board of Supervisors

Tuesday, July 11, 2017

**Presented by Story County
Planning and Development**

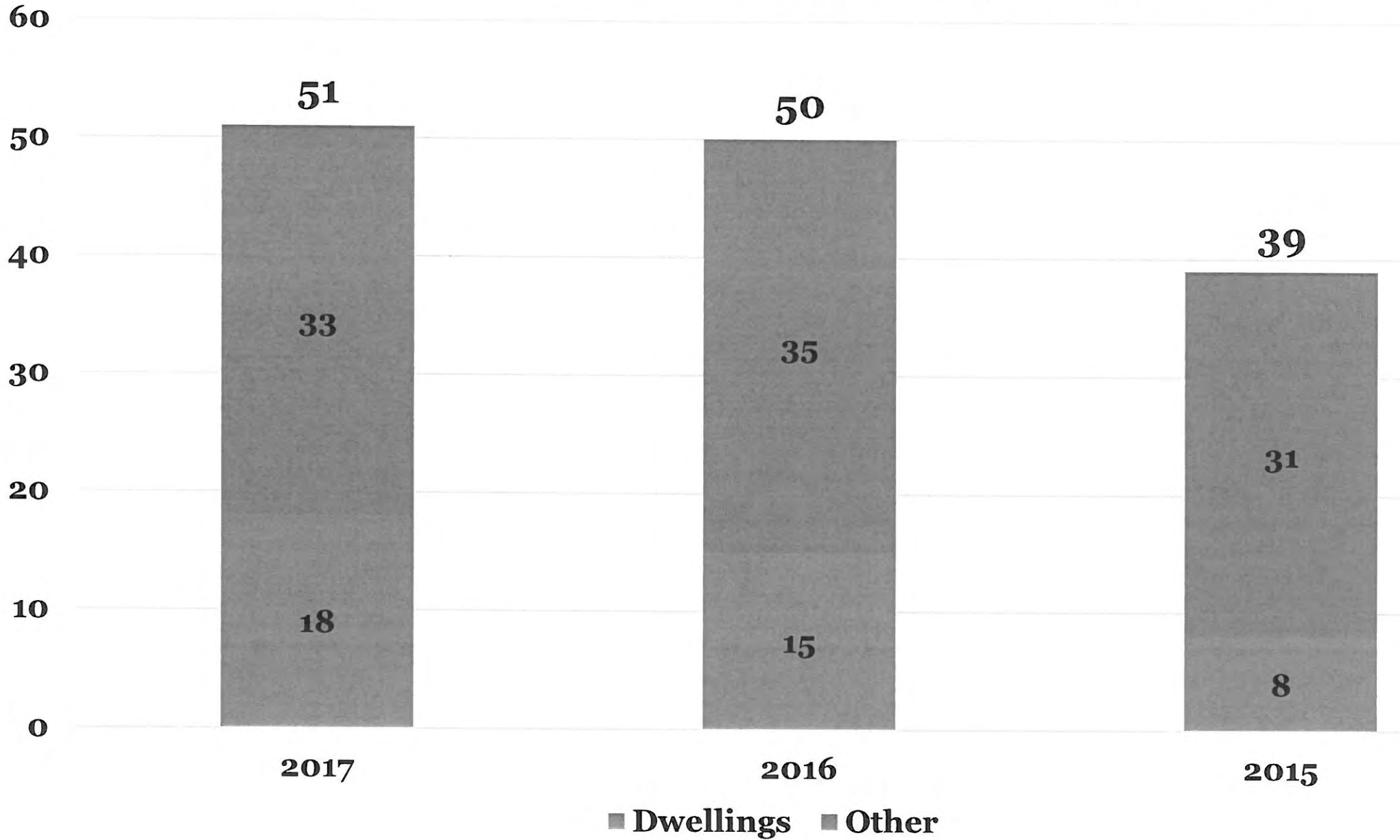
**Story County
Board of Supervisors**

SECOND QUARTERLY REPORT APRIL-JUNE, FY 2017

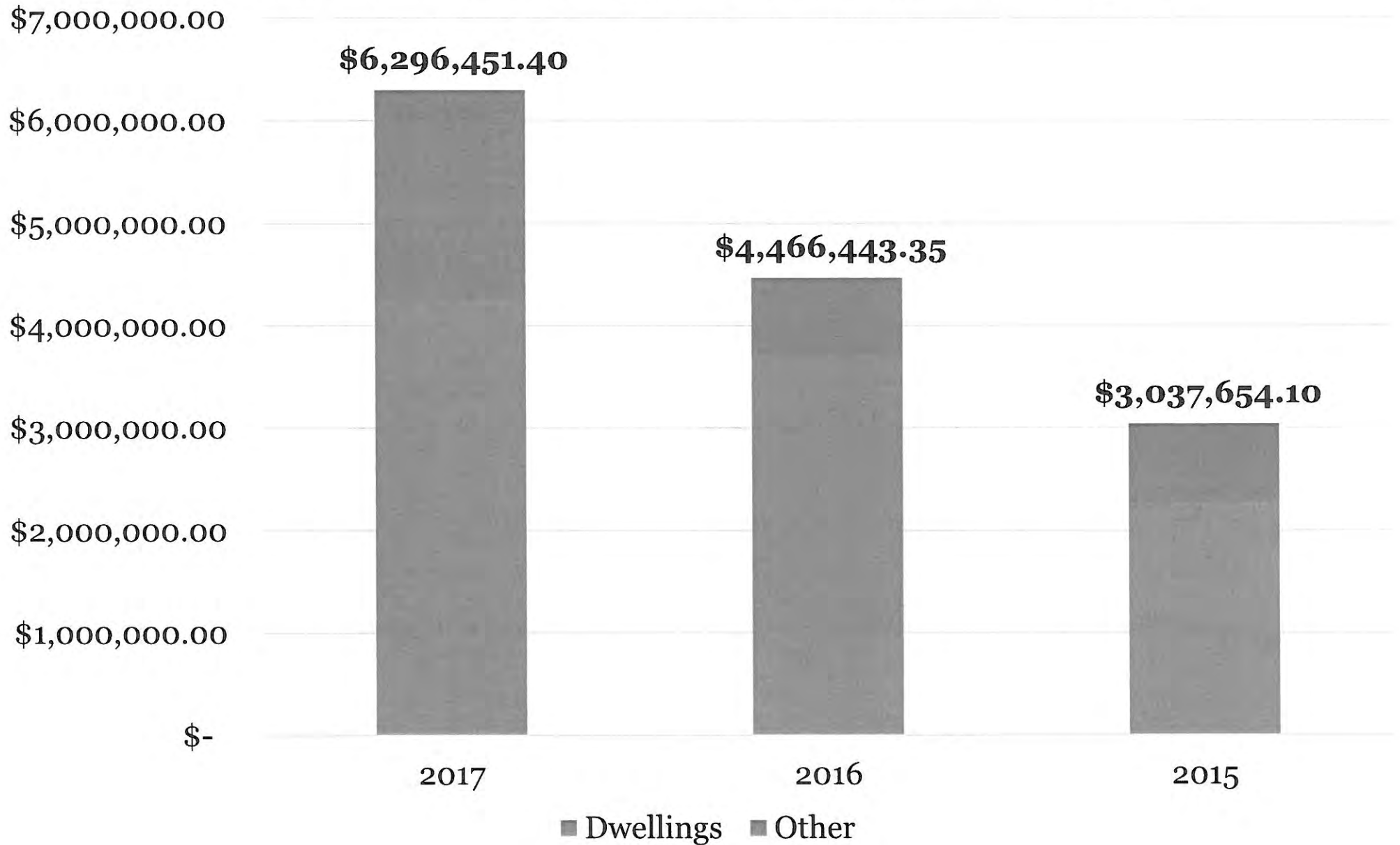
**REVIEW OF ZONING PERMITS, DEVELOPMENT
APPLICATIONS AND OTHER ITEMS, CURRENT &
FUTURE PROJECTS, AND UPDATE ON WORK
PROGRAM ITEMS**



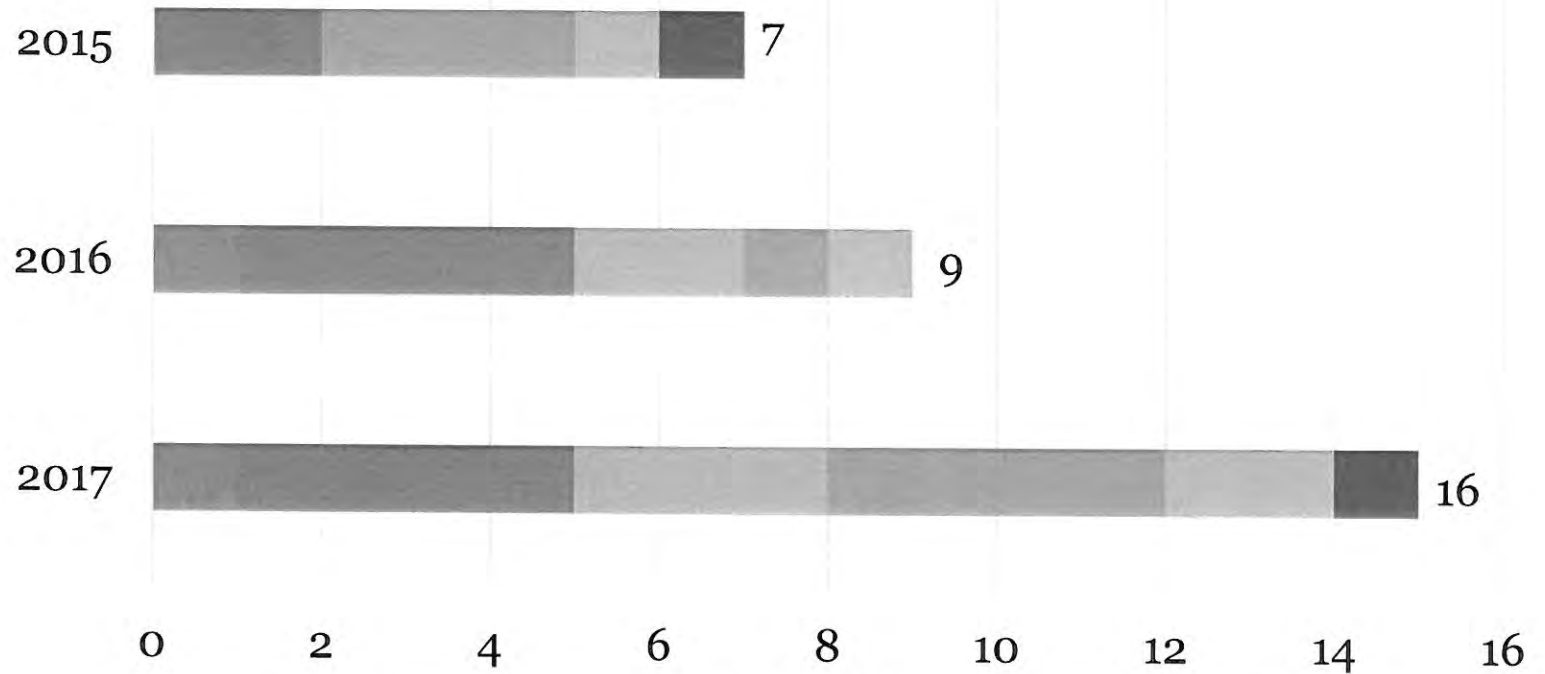
Comparison of Second Quarter Zoning Permits Issued



Second Quarter Zoning Permit Valuation Compared

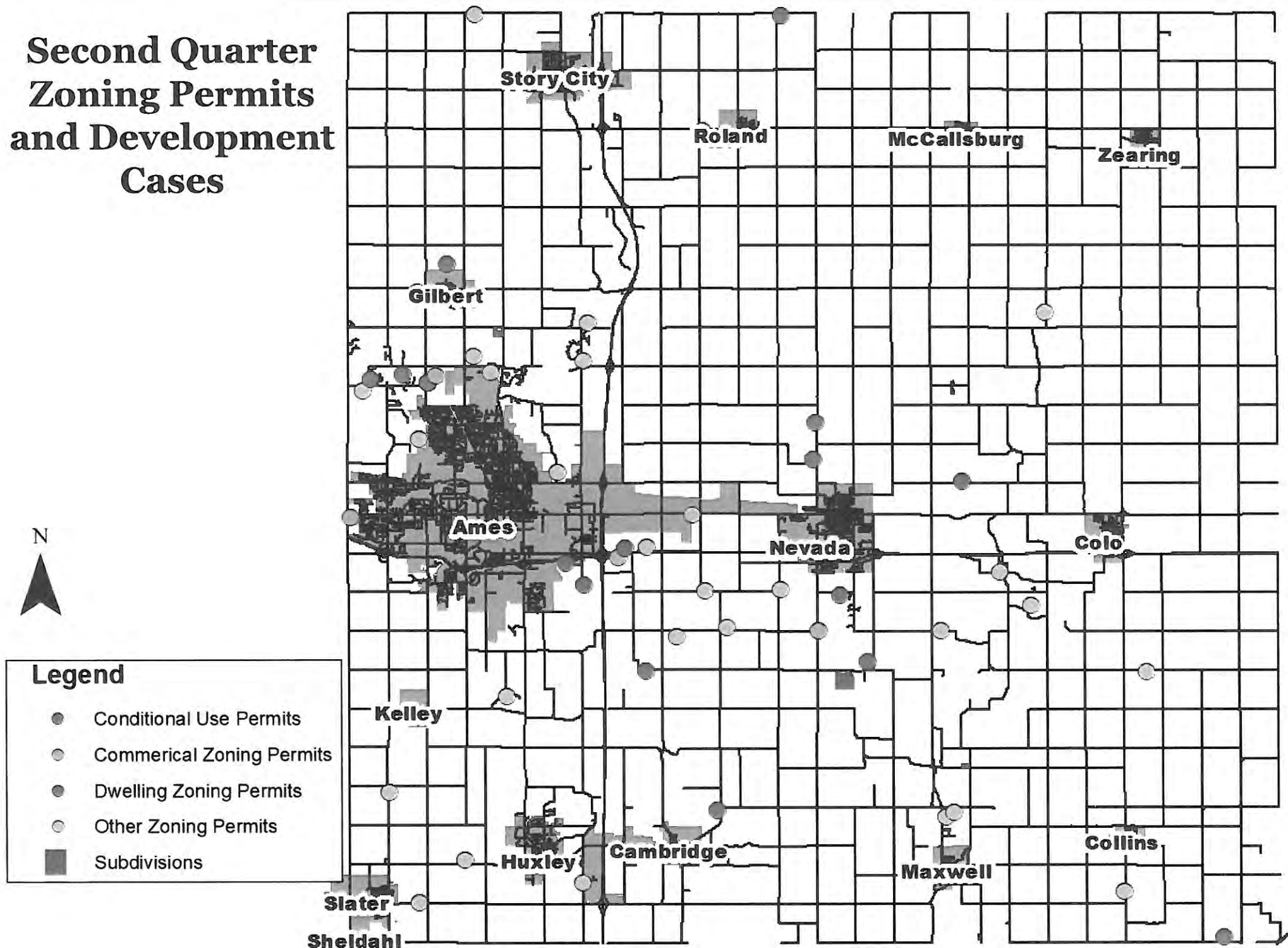


Development Activities: Second Quarter Compared



	2017	2016	2015
■ AUFP Amendment	1	1	0
■ CUP	4	4	2
■ Subdivisions	3	2	0
■ Rezoning	0	0	0
■ Site Development Plans	4	1	3
■ Annexations	2	1	1
■ Variances	0	0	1
■ Vacations	1	0	0

Second Quarter Zoning Permits and Development Cases



Ames Urban Fringe Plan

West Ames Rezoning and Subdivision Plat – Trinitas housing project – 850 units—Rezoning and Subdivision Plat – Denied by Ames City Council 3-3 vote on June 27, 2017 (Reasons stated – those in opposition - not on CyRide Bus Route and concern about impact to multi-family housing currently under construction. Those in support - project offered housing types not currently located in the City)

Auburn Trail Voluntary Annexation – Hyde Ave – Hunziker Realty – 68 acres (4 nonconsenting property owners) total area 82 acres (located in the Urban Services area, Urban Residential to be developed under city standards) City Council Approved, Hearing City Development Board July 12, 2017

Friedrich Land Development – Kurt Friedrich submitted AUFP Map request to Ames City Council – Project located south of Cameron School Road & west of George Washington Carver, 100 acres various dwelling types, commercial node, change from Priority Transitional Residential to Urban Residential.

Projects

1. **State of Iowa – Iowa Interoperable Communication System** (emergency response network –Fed Mandated) – 395' Tower CUP – IDOT site at 57073 US HWY 30 Applicant resubmitted site plan meeting County setback requirements - BOA approved 5-17-17
2. **Cameron Estates Third Addition Minor Subdivision Plat** – Kurt Friedrich – (Plat on hold) Reached agreement with landowners to acquire south portion of plat
3. **Manatts CUP - Temporary C & D Landfill** – South Dayton Place
4. **Joe Manatt CUP - Asphalt Batch Plant** – 560th Ave.
5. **Wanda Kamp CUP Adaptive Reuse of Shipley School** – 25922 595th Ave. – 14 rental units
6. **Lowman's 4th Addition Minor Subdivision Plat** (east of Kelley)–Benjamin Jensen – reconfigure existing platted lots into 3 lots in AR District – single drive access off of 280th Street (requesting Alternative Compliance for furthest north lot)
7. **Pleasant Grove Church**– CUP Church parking and building
8. **Rolling Hills Plat 4, 30620 Rolling Hills Drive** – Major Subdivision Plat (2 lots)
9. **Donaldson Rezoning, 27587 670th Avenue** – Requesting A-1 District to A-R District
10. **Christian Clem, 68349 248th St. Utility Easement Vacation**
11. **BBNC, Bart Clark, 130th St & 567th Avenue (Story City area) Rezoning Request – Mini Storage**
12. **YSS CUP 5500 240th St– BOA Approved 3-15-17 Decision Appealed – Court hearing July 10, 2017**



Complaints

Joel Rasmussen, Kelley's Agricultural Addition Lot 2 – (9) Inoperable and unlicensed vehicles.

Joe Steffes, Iowa Foam, 19837 580th Ave. – Home Business Permit (A-1 District)

- 1. There is more than one person working at the home business outside of those residing in the dwelling based on the number of vehicles located on the property.** Mr. Steffes agreed to have the employees except one report to the job site instead of the property.
- 2. More than two service vehicles are being parked on the property.** From Story County Treasurer's records and site visits, your company vehicles include the panel truck and three pick-up trucks. The regulations state not more than two service vehicles may be stored outside the home business location in the A-1 District, however a separate regulation allows service vehicles not in use to be visible from the road right-of-way and adjoining properties. This appeared to be the case during both site inspections. Some of the vehicles were at job sites and the other vehicles not in use were parked on the property.
- 3. There are 55 gallon drums being stored outside.** The site inspection revealed empty barrels being stored on the west side of your property. The barrels were requested by another organization to be used as garbage containers. From the second site inspection, several of the barrels had been removed and Mr. Steffes planned to cut and use remaining barrels for feeding trays for livestock.
- 4. There are wrecked vehicles being stored on the property.** A review of Story County Treasures Office records and the site inspections revealed that all vehicles under business and personal ownership were licensed.

Draft 2017 Story County Planning and Development Work Program

This DRAFT 2017 Story County Planning and Development Work Program is a guide for departmental staff in the 2017 calendar year, as well as a guide for budget proposals for fiscal year 2017. This work program is not intended to replace any essential functions of staff outlined in their job descriptions, but to build on those essential functions by identifying issues discussed by the Story County Planning and Zoning Commission and the Story County Board of Supervisors at their annual joint meeting, and determining appropriate measures to achieve the objectives of each identified work program item.

Continued from 2016



Completed



Active



Started

-  1. **Ames Urban Fringe Plan**
Work with the City of Ames and City of Gilbert to review the Ames Urban Fringe Plan and its land use framework map. Interest in considering land use designation changes to the north area of the Plan between Ames and Gilbert.
-  2. **Construction/Demolition Landfill**
Review County zoning regulations for possible temporary holding site in case of disaster.
-  3. **Fernald**
Review opportunities to improve and stabilize the rural village.
-  4. **Retail and Novelty Farm Regulations**
Review definition and CUP process.
-  5. **Special Events Permitting**
Review the need for adopting a County special event permitting process
-  6. **Flood Plain Administrator Certification**
The Planning and Development Director shall become certified as a flood plain administrator to serve as a backup to the current flood plain administrator.
-  7. **Review regulations adopted prior to 1985.**
Review and determine if regulations adopted prior to 1985 are obsolete, ineffective or unenforceable.

BOS Approved C2C June 2016

Implementation Matrix November 2016

Immediate 0-2 Years

Draft 2017 Story County Planning and Development Work Program

Suggested New Items

Active 
Started 

C2C Plan Implementation

1. Comprehensive review and update of LESA
2. Create a development review evaluation matrix to determine potential ag/non-ag conflicts
3. Develop density based zoning program
4. Draft healthy homes design guidelines
5. Develop public outreach toolkit to be used with the development review process
-  6. Audit regulations to determine whether we have Smart Development Practices that limit disaster impacts
7. Review parking standards
8. Review lighting standards
9. Develop and implement requirements for groundwater impact analysis
10. Review and consider complete streets designs as appropriate to Story County
-  11. Conduct a comprehensive review of Land Development Regulations, including rezonings, as necessary to implement C2C and future land use map
-  12. Designate Natural Resource Areas on future land use map
13. Establish minimum levels of services
-  14. Establish location guidelines for proposed subdivisions
-  15. Develop guidelines for use and applicability of a Transportation Impact Analysis in conjunction with the development review process

DRAFT

JULY 2017



REQUESTS FOR PROPOSAL (RFP) MANUAL AND GUIDELINES

STORY COUNTY BOARD OF SUPERVISORS
900 6th Street – Nevada, Iowa 50201 – www.storycountyiowa.gov

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Introduction to the RFP

The Purpose of this Manual

The purpose of this manual is to provide guidelines for the use of the competitive Request for Proposals (RFP) process. This manual assists users in understanding the County's RFP process. It further provides a consistent format in the way RFP's are written by all County Offices and Departments, reducing the development, editing time and likelihood of errors while increasing efficiencies.

The RFP process allows Story County to weigh the relative merits of proposals submitted by competing vendors. The County awards the contracts to the vendor submitting the most advantageous proposal, taking into consideration the proposal's relative merits based on evaluation factors and prices. The purpose of the RFP process is not necessarily to yield the cheapest price, but rather identify the vendor that provides the County with the most advantageous combination of price and other factors as well.

The RFP process is used primarily for the procurement of professional services, non-standard services, and specialized products or supplies. In some cases, it is appropriate to use an RFP process for construction and supplies.

Definitions of *professional services*, *non-standard services*, and *specialized products or supplies* are provided below.

Professional services are those services involving extended analysis, expression of opinion, exercise of discretion and independent judgement in their performance, and an advanced specialized type of knowledge, expertise or training customarily acquired by either a prolonged course of study or equivalent experience in the field. The performance of professional services may require a license, official certificate or authorization by the state.

Nonstandard services are those services involving unique or unusual circumstances, requiring a procurement and oversight process different from competitive bidding. Depending on the circumstances, examples of nonstandard services may include concession or revenue generation agreements, services subject to the managed competition process, and certain on-going social services.

Specialized products or supplies are items needed to provide a solution to highly complex operations, such as water treatment processes. These items cannot be clearly defined within routine specifications.

Conflicts of Interest and Contracting Efforts

The competitive nature of the public purchasing arena and the expenditure of significant amounts of public funds require strong ethical standards at all levels of the purchasing function. County Offices and Departments face the challenging task of developing good vendor relations and encouraging vendor competition while avoiding even the appearance of favoritism or other ethical misconduct. All County employees should avoid conflicts of interest when it relates to procurement activities. In this regard, County employees should not:

- Participate in or work on a contract knowing that the employee or a member of the employee's immediate family has an actual or potential financial interest in the contract. Such participation could include involvement as an employee through the decision process, including approval,

disapproval, recommendation, giving advice, investigation or similar action in connection with the contracting opportunity.

- Solicit or accept anything of value from an actual or potential vendor.
- Be employed by, or agree to work for, a vendor or potential vendor.
- Knowingly disclose confidential information for personal gain.

When an actual or potential violation of any of these standards is discovered, the person involved should promptly file a written statement concerning the matter with an appropriate supervisor and/or the Elected Official/Department Head. The person may also request written instructions and disposition of the matter. If an actual violation occurs or is not disclosed and remedied, the employee involved may be reprimanded, suspended, or dismissed. The vendor or potential vendor may be barred from receiving future contracts and have an existing contract canceled.

In addition to the restrictions on contracting with the County, County employees are prohibited from soliciting, demanding, accepting or agreeing to accept from another person a gratuity or an offer of employment in connection with any procurement decision. Similarly, County employees are prohibited from accepting any payment or offer of employment made by or on behalf of a subcontractor as an inducement for the award of a subcontract or order. Finally, County employees may not knowingly use confidential information for actual or anticipated personal gain, or the actual or anticipated gain of any person.

Waiving the Procurement Requirements in this Manual

While an open and fair competitive process in contracting is the rule, there are exceptions where County Offices and Departments may need to request a waiver of the procurement requirements outlined in this manual. Reasons necessitating a waiver may include:

1. The contractor is a sole provider.
2. An emergency situation exists.
3. It is in the best interest of the County.

For items #1 and #2 the Elected Official/Department Head should contact the Chair of the Board of Supervisors and County Auditor for assistance in following the established County processes for these situations.

For item #3, the Elected Official/Department Head needs to request a formal waiver of the requirements set forth in the manual from the Board of Supervisors.

Noncompetitive purchases for the County are an exception and must be strictly controlled and carefully documented. It is also important to remember that negotiation should be conducted before agreeing to the purchase because the lack of competition may lead to a vendor to charge unreasonably high prices.

Determining Whether RFI, RFQ, or RFP is Appropriate

The choice of which procurement documents to use – Request for Information (RFI), Request for Qualification (RFQ), or Request for Proposal (RFP) – depends on the desired outcome or what Story County seeks. In general, the following questions help direct the type of process:

- Is it information,
- Is it a solution to a problem, or
- Is Story County looking for a qualified vendor to provide a professional service?

Request for Information (RFI)

An RFI does not result in a contract. With an RFI, Story County solicits feedback from suppliers and may re-open or re-issue a procurement opportunity at a later day. The goal of the RFI process is to obtain more specific information that will help a County Office or Department clearly define the "Scope of Services" statement. An RFI should not be used when an RFP or RFQ would be more appropriate. The RFI process is open and public. The use of this process will not directly result in a contract; however, this process may provide a County Office or Department with sufficient information to issue a subsequent RFP or RFQ or identify potential vendors in the market to compete in a subsequent procurement solicitation.

Request for Qualifications (RFQ)

An RFQ is a solicitation document requesting that vendors submit a statement of qualification to demonstrate their expertise in response to the scope of services required. Typically, pricing is not a major criterion for award in an RFQ process. In some cases, pricing may not even be discussed until negotiating with the selected vendor. The goal of the RFQ process is to identify one or more qualified vendors in specific disciplines. For two-step procurements, a specific RFP may be prepared and distributed directly to all appropriate vendors short-listed after participating in an RFQ process. One or more contract award(s) can be made pursuant to an RFQ.

Request for Proposal (RFP)

An RFP is generally used where it is not best to select a vendor solely on the lowest price. The goal of the RFP process is to identify the vendor that provides the most advantageous proposal to design, plan, or complete a project or task. The RFP process may be used alone or as a two-step process with an RFI or RFQ process preceding it. RFPs when used as the second step in the RFQ process do not generally require publication or other announcement. One or more contract award(s) can be made pursuant to an RFP.

Components of the RFP

RFP Template

An RFP Template is included in the manual as Appendix A, and is also available on the County's Employee Intranet. The template is constantly evolving to align with current procurement procedures of the County and is often revised to meet the changing needs of County Offices or Departments.

Each time a new RFP is drafted, it is imperative to use the most up-to-date template. The RFP Template provides the skeletal components for writing an RFP. Each RFP is written to the specific requirements of the County Office or Department for its need at the particular time, thus making each one unique.

The RFP template is not all inclusive of every procurement need of the County. The type of professional services, non-standard services, specialized products or supplies, or construction to be procured will usually determine what basic components to keep and to omit when writing an RFP. In addition, there may be additional language to include in the RFP that is not in the standard RFP Template. The purpose of this template is to display and assist the County Offices or Departments with the format and components of an actual RFP.

Structuring the RFP

The RFP document consists of many sections. The sections listed below attempt to cover the key elements included in any RFP issued by Story County, but is not intended to be a representation of all the sections included in the RFP document.

Cover Page – The cover page specifically lists the title of the RFP, RFP number (if applicable), due date, issue date, and assigned County contact information and place and time proposals are to be submitted and accepted.

Introduction of the RFP – This three-to-four sentence paragraph should be limited to a simple statement summarizing the action Story County intends to accomplish. This statement immediately helps the vendor to make a judgement as to whether the firm is in a position to undertake the project. For example: "Story County, Iowa, (hereinafter referred to as "County") is issuing this Request for Proposals (hereinafter "RFP") pursuant to the provision of the adopted RFP Manual and Story County, Iowa Code of Ordinance, from parties, (hereinafter "Vendors"). The Vendor shall provide a general statement of services required (reason why you are issuing the RFP)..."

General Background Information – Background information should include only information judged necessary to help vendors understand the requirements. A brief narrative describing the County Office or Department in need of the services and the general background and historical events leading up to the present need may be appropriate.

Scope of Services/Specifications – One of the most important parts of any RFP is the Scope of Services/Specification, which contains the technical specification, deliverables and performance requirements of the goods and services sought by the County.

The Scope of Services/Specification must provide a general description of the following:

- A description of the services/products to be provided

- Specified drawings/schematics, diagrams, if any
- Pricing methods – unit pricing, time and materials, lump sum, etc.
- Schedule – when deliverables are required
- Level of experience – level of experience in the type of work to be performed
- Qualification – the minimum qualifications required from vendor.

The purpose of writing a Scope of Services/Specifications is to assure that the vendors have clear understanding on what Story County wants as deliverables. For this reason, the Scope of Services/Specifications should specify the performance requirements of the deliverables being requested, not merely describe them.

The Scope of Services/Specifications will more than likely be incorporated into the resultant contract. Therefore, it should clearly encompass all elements of the project for the desired results, including the criteria, standards, and/or measure of the work. A contract can only be binding to the degree that Story County has clearly defined the responsibilities of the vendor. Many conflicts can be prevented “up front” by carefully defining the work to be completed by the vendor. The County can more easily monitor the vendor’s performance when schedules and tasks are clearly defined and specified.

Note: Occasionally, County Offices or Departments may enlist a third party to aid in the development of the Scope of Services. Such third parties may be deemed ineligible to submit proposals for RFPs or RFQs for which they assisted the development of the Scope of Services. County Offices or Departments should make available to the Board of Supervisors a list of the firms that aided in the preparation of an RFP or RFQ prior to the issuance of the RFP or RFQ.

Vendor Qualifications – This section states the minimum qualifications Story County requires from vendors. Qualifications may include, but are not limited to, the following:

- Firm experience in the field and/or with similar projects to the County’s;
- Qualification of key personnel to be assigned to the County project;
- Certificates of licenses (if required);
- Proximity of a firm’s office to the County;
- Company and key personnel references; and
- Financial capacity.

RFP Process Timetable – This section establishes the timetable for each RFP milestone. Below are some examples of what to include:

- RFP release or issue date;
- Deadline for vendors to submit written question or request clarification;
- Pre-proposal meeting;
- Proposal submission date and time;
- Oral presentation or interview;
- Start of proposal evaluation;
- Award to most advantageous vendor or vendors.

Question concerning the RFP – This section addresses how questions concerning the RFP are handled and who is the authorized point of contact for the RFP.

Pre-proposal Meeting (optional) – This section addresses the date, time, and location of the pre-proposal meeting if the County Office or Department elects to have one. The purpose of the meeting is to help prospective vendors understand the requirements and provisions of the RFP.

RFP Submission Requirements – This section should specify to the vendors where and how to submit, the number of originals, copies and electronic copies of the proposal and any other specifics with respect to submitting the proposal in response to the RFP.

Selection Process and Award Criteria – “Most Advantageous” criteria should be used in the evaluation section of an RFP to state the basis of award for the proposal and to provide guidance to the vendor about how proposals are evaluated. Only those items included in the RFP should be applied in evaluating proposals. The County cannot base award on criteria not presented to vendors in the solicitation document.

The RFP should specify that only the information provided with the proposal, subsequent written clarification provided in writing to all interested parties and oral presentation (if applicable) will be used in the evaluation process and award determination. The award criteria section must describe the areas to be evaluation. The County may provide related weights given or listed in order of importance of each evaluation criteria.

Process for Entering into an Agreement – This section describes the process for award and entering into an agreement with the most advantageous vendor or vendors.

Addenda and Changes to the RFP – This section explains how changes or addenda to the RFP will be handled and that it is the vendor’s responsibility to monitor for addenda and/or corrections to the RFP.

Proposed Contract Term – The expected contract period or expected completion date is stated here along with any renewal options.

Proposal Content and Form – This section lists what should be included in the proposal response and the format for submission.

Standard County Contract Terms and Conditions – This section of the RFP is designed primarily for those contract clauses that do not directly relate to the Scope of Services, but which are needed to:

- Minimize the risk to Story County;
- Ensure that the County receives what it has bargained for; and
- Ensure clarity of the rights and remedies available to Story County, as well as the eventual vendor.

Such clauses may amend or expand the standard boilerplate clauses contained in the RFP depending on the requirements of the County Office or Department.

The standard County contract terms and conditions are provided in the RFP to allow vendors the chance to review and make any exceptions in consideration to contract negotiations. Unless otherwise stated by the vendor in response to the RFP, the vendor agrees to the Contract Terms and Conditions of the RFP, which later will become part of the negotiated contract.

Attachments and Forms – This section incorporates those additional forms necessary for the proposal process, such as pricing, proposed implementation plan, or resume forms. It may also be used to incorporate information or requirements related to the Scope of Services. Examples include: installation site plans, statistical data, special regulations, organizational charts, equipment layout, and such additional information as may supplement the RFP documentation.

RPF Process

The RFP process is complex and may take longer than a simple competitive bid selection. In general, the RFP process includes the following steps:

1. County Office or Department identifies the need.
2. Board of Supervisors advises County Office or Department of process.
3. Evaluation committee is established.
4. Draft RFP is developed and forwarded to the County Attorney's Office for review and comment.
5. Draft RFP is finalized and placed on the Board of Supervisors (BOS) agenda (typically as an additional item) for approval. Draft Language: Discussion and direction on the Insert the Name of the Project draft RFP for Insert Nature of Service (i.e., contractual, consulting).
6. Once approved by the BOS, public advertisement of RFP (at least two weeks) on the County's website for public notification purposes.
NOTE: Please see Appendix E for directions for posting on the County's website.
7. (Non)mandatory pre-proposal meeting or site visit held (optional).
8. Submission of written proposals by vendors. This is typically on a Tuesday, and the Board of Supervisor may acknowledge receipt of all RFPs.
9. Evaluation of written proposals by the evaluation committee.
10. Oral presentations from selected vendors (optional).
11. Recommendation to the Board of Supervisors of one or more proposals as most advantageous to the County.
12. Contract negotiations with one or more vendors.
13. Once the vendor has signed the contract, execution of contract by the Board of Supervisors (typically placed on the consent agenda). Draft Language: Consideration of Contract with insert name of company effective insert effective dates/time period in the amount of \$ insert amount for Insert nature of Services (i.e., contractual, consulting).

Process to Evaluate

Appointing an Evaluation/Selection Committee

The evaluation committee should be composed of a minimum of three individuals who are stakeholders in the final product or service, and/or individuals who have the necessary technical or program expertise. When forming an evaluation committee for a particular RFP, the following general factors should be kept in mind:

- The relevance of the individual's education and experience to the subject matter of the solicitation;
- The possibility that a superior could directly or indirectly influence the manner in which a subordinate may vote;
- The amount of time the individual would potentially be able to dedicate to the task relative to the amount of time needed to complete it; and
- The possibility of any conflicts of interest with respect to the individual's relationship to potential vendors. The individual must have the ability to maintain total impartiality throughout the selection process, as well as to focus on what is most advantageous for the County and not merely his or her own department or individual perspectives.

Only County employees and/or appointed members of County boards or commissions should serve as voting members on evaluation committees. Consultants may serve as technical advisors to the evaluation.

Note: There is no restriction as to how many people may serve on the evaluation committee. However, the recommendation is to enlist three to five individuals possessing expertise for the service/product being acquired. A cross function/departmental list of individuals who will work on the project in different ways is preferred. Limiting the number of team members makes the coordination of activities more efficient and helps ensure integrity of the process.

Evaluation Committee Members

Serving as a member of an evaluation committee means that an individual is entrusted with a great deal of responsibility on behalf of Story County to conscientiously evaluate the submitted proposals within the identified guidelines. Evaluation committee members are frequently required to devote considerable time reading proposals, making site visits, meeting to discuss proposals with other evaluators, and engaging vendors in oral discussions. Acceptance of an invitation to serve on an evaluation committee should be construed as a commitment, within reasonable limits, to expend the time necessary to complete the entire process and to perform a thorough evaluation.

Duties and Responsibilities of Evaluation Committee Members

Evaluation committee members must perform their evaluations to the best of their abilities without prejudice or bias. Furthermore, they must render a fair and impartial evaluation based exclusively upon:

- The evaluation criteria contained in the RFP;
- The contents of the vendors' proposals;
- Oral presentation(s);
- Discussion with vendors; or
- Other legitimate sources of reference.

Committee Meetings

Committee members are to attend all meeting of the committee. At the first committee meeting a timeline is typically established for the entire evaluation. This should include the number and dates of future meeting, if and when oral presentation(s) will be held, and where the meeting(s) will take place. It is the responsibility of the individual members to arrange their work schedules to allow for full and complete participation.

Committee members are encouraged to openly discuss their finding on each proposal at scheduled evaluation committee meetings. They should also freely discuss factors that might influence their evaluations, such as previous experience with a vendor.

Understanding Solicitation Documents

Committee members must read the RFP and acquaint themselves with the nature of the requested goods or services.

Communication with Vendors

Starting on the date a solicitation is issued and expiring on the date the contract is awarded, actual prospective vendors (including their representative or persons acting on their behalf) are prohibited from contracting evaluation committee members other than the contact individual noted on the issued RFP or RFQ. Actual and prospective vendors include those vendors who have received notice that they have not been chosen as finalist for any solicitation. Actual and prospective vendors (including their representative or persons acting on their behalf) are expressly prohibited from offering, presenting or promising gratuities, favors, or anything of value to any member of an evaluation committee or any appointed or elected official or employee of Story County, their families or staff members.

Notwithstanding the foregoing, the following types of communication only are exempt and shall be permitted by the vendors during an open procurement process:

1. Actual and prospective vendors' formal response to the RFP;
2. Communications publically made during the official per-bid conference;
3. Written requests for clarification during the period official designated for such purpose by Story County; and
4. Communications during an oral interview, scheduled at the request of and for the benefit of the County's evaluation committee, if any.

During the no contact period, the contact identified on the released procurement document serves as the sole point of contact for any actual or prospective vendors. Any contact other than with the official contact person during the no contact period may be justification for rejection of the violator's proposal.

The Scoring Matrix

Collectively, the evaluation committee will determine how the evaluation of the proposal should be conducted and the method for selecting the most advantageous vendor. A scoring matrix is used by the evaluation committee to score the individual responses based on the evaluation criteria defined in the solicitation (i.e., RFP or RFQ) document. The matrix becomes the scoring worksheet to be completed by each evaluation committee member. The individual scoring worksheet is summarized and averaged for the committee as a whole. Appendix C contains a sample scoring matrix to be modified accordingly, specific to each RFP.

The matrix should be completed prior to publishing the solicitation document in order to determine where additions or revisions are needed (to the solicitation document) when developing the scoring matrix. If time does not permit the scoring matrix to be completed prior to publication, then the matrix must be completed prior to the opening and review of the proposals. At a minimum, the scoring matrix must include the weight assigned to each criterion.

The RFP must advise the vendors of the evaluation criteria, which reflects the essential qualities or performance requirements necessary to achieve the objectives of the contract and allow the evaluation committee to fairly evaluate proposals. The evaluation criteria may take a variety of courses of information into consideration such as written response, oral presentation, and conformance to RFP requirements, experience, expertise, qualifications, proposed strategy and/or equipment. Specific portions of the required response should directly relate to the evaluation criteria. For example, if respondents are evaluated on past performance, consider including a corresponding questionnaire. To ensure fairness in evaluation, the evaluation criteria should reflect only those requirements specified in the RFP. The RFP should clearly state the consequences of failing to meet these requirements, such as being disqualified from the RFP process.

Criteria not included in the RFP may not be used in the selection or ranking of a proposal. For example, if respondents receive additional points for processing a national accreditation, that criterion must be included in the RFP so that vendors know there is an opportunity to score higher by providing these options. Likewise, if this information is not requested in the RFP, vendors who neglect to offer these options cannot be penalized. When determining the evaluation criteria, the committee should also consider the proposal submission associated with each criterion.

Weights are a numerical measurement assigned to criterion to express its relative importance or authority accorded in scoring. Cost is typically the most significant evaluation factor. However, there are procurements in which the skills and experience of the vendor or other factors may be more important than cost. For example, if a vendor has to have a specific set of skills, Story County may be willing to pay more for these skills. The criteria deemed most important by the County Office or Department should be assigned a higher weight than the other criteria.

Receiving Proposals

Pre-Proposal Meetings or Site Visits

Pre-proposal meetings or site visits with interested parties are optional. The meetings serve the purpose of:

- Reviewing the requirements of the RFP;
- Facilitating a clear understanding; and
- Promoting competition.

The pre-proposal meeting is a meeting of the prospective vendors and County representative(s).

Pre-proposal meetings and site visits may result in later modification to the RFP if there are conditions of which the County may have been unaware at the time of the RFP was issued. In this event, a correction or addendum is composed by the County Office or Department and then posted publically prior to the RFP closing date. Those attending the meeting are advised that only written modifications issued by the County are considered alterations to the RFP.

Modification and Withdrawal of Proposals

Proposals can be modified and/or withdrawn at any time, if requested in writing, prior to the deadline stated in the solicitation document, at which time proposals will be considered firm and become the property of the County and will not be returned.

Receiving and Opening the Proposal

The date, time and place for receiving the proposals are set out in the RFP documents. The proposal will be considered only if received:

- Before the closing date and time, and
- At the right place designated for receipt.

County Offices or Departments should allow realistic time frames for this process. The proposal due date is assigned based on the complexity of the RFP. In general, a 30- to 60-day solicitation is considered standard. If a site visit or a pre-proposal meeting is required, addition time should be allowed. These considerations are also weighed against the urgency of the County Office or Department's need for the goods or services sought in the RFP.

After the proposal is received, Story County's contact verifies the proposals for basic responsiveness of the following:

- Completion of all proposal requirements;
- Execution of offer; and
- Mandatory documents.

Only the proposals that are submitted at the designated place of acceptance prior to the closing date and time and deemed responsive based on the above will be forwarded to the evaluation committee.

Story County generally only makes the names available of the firms who have submitted a proposal in response to the RFP if requested by an interested party. No further information is revealed at that time,

as contents of proposals may remain confidential until the date the recommended vendor is approved by the Board of Supervisors.

Evaluation of Proposals

An assessment of the proposal itself and the vendor's ability to perform the prospective contract successfully should be conducted by the evaluation committee. The evaluation committee reviews the submitted proposals then assess their relative qualities solely on the factors and sub-factors specified in the RFP. The relevant strengths, deficiencies, significant weaknesses, and risks supporting a vendor's evaluation are documented on the RFP evaluation matrix as demonstrated in Appendix B.

Below are following criteria recommended to be used for evaluating proposals.

Cost or price evaluation – normally, competition establishes price reasonableness. Therefore, when reviewing cost and price put forth in a proposal, comparison of the proposed prices will usually satisfy the requirements to perform a price analysis, and such, a cost analysis need not be performed.

When a cost analysis is required however, the evaluation committee should request detailed information to understand how a vendor arrived at their quoted price. At this state, price is considered an estimate and committee members must understand how the vendor arrived at it before agreeing to the figures. Be certain the proposing vendor's analysis of the Scope of Service is the same as intended by the evaluation committee, and the estimate has been prepared based on that scope. If the analysis by the vendor is less than intended by the proposal, the estimate could be lower. If the analysis included factors not contemplated by the proposal, the estimate could be higher.

Essentials of cost should be clearly identified before a price is set for any work or labor on contracts. For example, in the RFP the County may require the vendor to submit the following:

1. The estimated direct labor cost and material costs to perform the work.
2. The overhead burden or indirect operational costs that the vendor charged for the work.

Personnel – Vendors should identify the number and types of personnel considered necessary to perform the Scope of Services (an employee classification and wage scale), including the amount of work by each type of employee (hours).

Most vendors establish an overhead rate from accounting records applicable to the normal operation of the vendor, usually expressed in the terms of a percent of direct labor charges. A universal percentage cannot be established, since each vendor has its own overhead rate. The analysis should recognize that overhead includes taxes, fringes, insurance costs, and other items. Review and/or verify all of the above items in completing a price analysis. County staff familiar with the Scope of Services delineated in the RFP should be able to determine whether the amounts of time and the pay rates of the types of employees to complete the work are appropriate. Before an agreement is reached, questions the staff may have regarding the price should be resolved. Consider using the following data:

- Customary or standard pay rates for that area;
- Overhead cost levels on comparable offers and analysis of items included as overhead;
- Former contracts including wage rates overhead, and profit in those contracts;
- Current staff experience in contracting for similar work; and
- Reasonable price with all factors considered.

Experience, Expertise and Qualification – Experience, expertise, and qualifications are an indicator of a vendor’s ability to perform a contract successfully. The RFP evaluation committee reviews and determines the relevance of the vendor’s experience, expertise and qualification, including the source of the information, context of the data, and general trends in the vendor’s past performance. The committee may also take into account past performance information, key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the contract when such information is relevant to the procurement.

Proposed Strategy or Operation Plan – The proposed strategy or operation plan reflects those activities and services that are critical to the successful delivered or implementation to address the desired needs to the County. The proposed strategy or operation plan provides detailed attributes – such as project timeline, deliverables, functionality, implementation, software, equipment, training, and other factors – that thoroughly explain the vendor’s intent or solution to meet the County’s overall objectives. This proposed strategy or operation plan allows the evaluation committee to understand the vendor’s capability and proposed solutions or service level intentions.

Evaluation

Before the individual evaluations begin, the evaluation committee should meet to distribute forms, matrices, and proposals.

The evaluation process generally begins with an overview of the following:

- Member responsibilities regarding the critical nature of their non-disclosures and the integrity of the evaluation process;
- That the evaluation committee members may communicate with each other about the RFP, but that they should not disclose any information about the process to anyone not a part of the team;
- The evaluation criteria and the scoring process; and
- The scoring matrix to ensure the team understands how the matrix works and how proposals will be evaluated.

The evaluation committee identifies the following (please see Appendix C for a checklist to assist during the process):

1. The evaluation committee establishes:
 - a. The deadline for completion of evaluations;
 - b. The tabulation of scores; and
 - c. The principle that individual scores may be classified as a matter of public record.
2. Evaluation committee members must be reminded of the following:
 - a. Conclusions are reached independently but team members may discuss issues with each other in arriving at their conclusions.
 - b. Experts or technical advisors in a specific area may be used to help reach a decision. These experts or advisors provide factual data only and not tell committee members how to evaluate.
 - c. Each proposal is evaluated individually against the requirements of the RFP.
 - d. After the technical evaluation are completed, all evaluation matrices must be turned in to the primary contact.

Team Scoring and Proposal Evaluation Process

Step 1. The evaluation committee's first task is to eliminate all proposals that are not responsive to the RFP. Non responsiveness includes failure to meet basic requirements or significant deviations from the terms of the RFP, such as not providing applicable licenses or certifications or not providing critical information that was requested in the RFP. Any bid that modifies or fails to conform to the essential requirements or specifications of the solicitation shall be considered nonresponsive and categorized as unacceptable.

Step 2. Once the non-responsive proposals have been eliminated, evaluation committee members conduct independent evaluations. In this phase, the committee members strive to evaluate each proposal by identifying both the strengths and weaknesses of each proposal. Each committee member scores each proposal accordingly and independently from other committee members' influence. Finally, committee members document any questions, concerns or pertinent information they need to discuss with the evaluation team after it reconvenes to discuss the independent scores.

Step 3. Once the independent evaluations have been completed, committee members are encouraged to openly discuss their findings on each proposal at the scheduled evaluation committee meetings. They should also freely discuss factors that might influence their evaluations, such as previous experience with a vendor. Finally, the evaluation committee scores are tabulated and averaged for the committee as a whole to determine the highest ranked proposals. The committee members may choose to determine one or more proposals as most advantageous to the County at this stage or they may opt to identify a shortlist of vendors from the highest ranked proposals to participate in Step 4a and/or 4b (below).

Step 4a. (optional). Once the shortlist has been identified, the committee may invite potential vendors to provide oral presentations to the committee and/or the Board of Supervisors. The duration of such presentations is predetermined by the committee and all committee members must attend them, if possible. Members should – to the best of their abilities – ask questions regarding parts of the proposals needing explanation or clarification or regarding those sections of a proposal that may have deficiencies. After the oral presentations, the evaluation committee scores are tabulated to determine the highest ranked proposals. Committee members may choose to determine one or more proposals as most advantageous to the County at this step.

Step 4b. (optional). Once the shortlist has been identified, the committee may invite shortlisted vendors to participate in the next phase of the procurement, such as the second phase of a two part procurement where the County issued an RFQ first in order to shortlist firms to participate in a subsequent RFP phase (e.g., Design-Build projects). For two part procurements where an RFP follows an RFQ or RFI, the RFP document outlines the requirements of the shortlisted firms. After the conclusion of this step, the evaluation team scores are tabulated to determine the highest ranked proposals. The committee members may choose to determine one or more proposals as most advantageous to the County at this time.

Step 5. Recommendations are forwarded and acted on by the Board of Supervisors as set forth in the “Vendor Selection and Award” section.

Vendors' References

Story County uses the following statement in solicitation documents:

The County reserves the right to check all references furnished and consider responses received in determining the award.

By using this clause, evaluation committee members are not required to check references but may choose to do so.

Whether or not to check references as part of the evaluation is at the discretion of the committee based on the individual procurement.

Depending on the individual procurement, the County Office or Department may desire to add more specific language that requires vendors to provide general letters of reference of projects relating to similar scope of services described in the RFP or RFQ in their proposals.

If the evaluation committee opts to check references, a written questionnaire identifying the questions to be asked of the vendor's references should be developed.

Vendor Selection and Award

Committee Award Recommendation

With the assistance of the entire committee, the committee chairperson makes a written recommendation to the Board of Supervisors to award to a vendor or vendors deemed most advantageous to the County. This recommendation consists of:

- A summary of the procurement process;
- The acceptability or unacceptability of each vendor;
- The technical and financial ranking of each acceptable vendor;
- The combined final ranking of the vendors; and
- A detailed rationale explaining why the recommended vendor (or vendors) is the most advantageous.

Notice of Award

The primary contact shall notify the selected vendor or vendors in writing of the County's intent to enter into negotiations. This may be done electronically.

Contract Negotiation

After the Board of Supervisors has received the evaluation committee's recommendation to award and has taken final action on the selected vendor, the Story County Attorney's Office directs contract negotiation in cooperation with the County Office or Department. Once the contract is signed by the vendor, the contract is placed on the Board of Supervisors' agenda for action.

Contract File

The County Office or Department shall maintain a contract file, which identifies the successful vendor and the basis for the award decision. All documentation generated by the evaluation committee, individual committee members' reports, supporting written rationale, the final recommendation is to be included in the contract file.

This file becomes a matter of public record, and is open for review by the public and vendors upon final disposition of the contract or purchase order.

The only items the County can hold as confidential are items in the proposal marked confidential. If the vendor has marked information in the proposal as confidential, upon receipt of the public records request, the County will notify the vendor of its intent to release records to the requestor. The vendor shall have a maximum of five (5) business days beginning with the date it receives notification to respond to the County by either accommodating the requestor, provide redacted copies of the documents, or pursuing legal remedies to stop the County's release of requested information. Said notification shall relieve the County of any further obligation under any claim of the vendor or any of its agents or affiliates in any jurisdiction in connection with the disclosure of such records. Vendor and its agents and affiliates may pursue legal and/or equitable remedies to stop or limit disclosure at their sole discretion.

Confidential or proprietary material must be clearly identified by the vendor and easily separable from the rest of the proposal. Such a request must provide written justification as to the basis for propriety or confidentiality treatment.

Debriefings

After a vendor is awarded the resultant contract from a RFP, vendors not selected for award may request a debriefing of the procurement to get a sense of their proposals strengths and deficiencies. If a debriefing is granted, the committee chairperson may be called upon to help the primary contact respond to debrief. The committee chairperson and the primary contact may need to meet with the evaluation committee members and review notes prior to the actual debriefing.

Appendix A – Sample RFP Template

REQUEST FOR PROPOSAL FOR

Insert Nature of Proposed Services/Products

Story County, Iowa

Story County, Iowa ("County") seeks proposals and cost estimates for the insert summarized description of the types of proposed services/products/projects as described in this Request for the Proposal ("RFP").

Sealed proposals: Vendor will deliver one (1) hard copy and one digital format (CD or flash drive) to the following address:

Story County Auditor's Office
c/o County Outreach and Special Projects Manager
Story County Administration
900 6th Street
Nevada, Iowa 50201

The envelope must be clearly marked "SEALED RFP". The name of the firm and contact person must also be listed on the outside of the envelope. Any restrictions on the use of data within proposals must be clearly stated in the proposal itself. Non-disclosure cannot be guaranteed after the selection stage of the procurement due to public record laws.

Proposal: 12:00 PM CST, _____.

Proposals received after the proposal deadline will be considered late and will not be accepted.

Proposals may be withdrawn and/or modified in writing prior to the submission deadline. Request for withdrawal must be in writing by the contact person named on the outside of the envelope. Proposals that are resubmitted must be sealed and received prior to the submission deadline. Each vendor may submit only one proposal.

Scope of Services

Introduction and General Information

EXPLANATION OF SECTION (to be removed in draft RFP): The purpose of this section is to explain what the Vendor is expected to do; how the Vendor is directed to perform, and where and when contract performance must take place. When drafting your scope of work, bear in mind that it must clearly communicate what you expect from the Vendor. If you think a term could be misunderstood, include a definition so that both parties have the same frame of reference. Avoid using phrases or clauses whose meaning is arguable or ambiguous. The words "should" or "may" have no place in the scope of services unless there is a clear need to advise the bidder that the action requested is purely optional. When action is mandatory, use the words "shall" or "must".

(Insert language here)

Conceptual Plan

The Vendor shall provide a Conceptual Plan, including a detailed statement of work for the product/services believed to be appropriate for Story County, addressing the Scope of Services detailed in this RFP as well as Capabilities and Warranty and Maintenance, as applicable.

The Conceptual Plan should indicate the following, at the minimum:

- Vendor name, address, and names of primary contacts.
- Outline personnel skills and services that distinguish the Vendor, incorporating appropriate staff profiles and a description of specific staff that will comprise the project team for this assignment. The staff profile should describe the Vendor's experience in providing services to the public sector, jobs of similar size(s) and provide applicable certification for staff members involved in the process.
- Samples of related/comparable past projects that would serve as examples of experience and expertise necessary for this work.
- Evidence of ability to work within tight time constraints.
- Provide the earliest date available to assume these duties.
- A proposed fee structure (cost per hour), based upon the plan of work proposed by the Vendor.
- Three (3) references that are to be included with the proposal.

Capabilities

EXPLANATION OF SECTION (to be removed in draft RFP): The purpose of this section is to put in the details of the work to be performed, if they have been defined/identified, and ask that the Vendor respond to these requirements with details as to the nature/types of services to be provided. If the RFP is being released for consulting services, this section will likely be brief.

(Insert language here)

Detailed Task Description

The following tasks are requested by Story County:

(Insert language here)

Warranty and Maintenance

This section should address any required warranty and/or maintenance expectations of the potential vendor/product. If the RFP is for consulting services solely, this section may not be applicable.

(Insert language here)

Evaluation Criteria

Story County will evaluate all proposals based on the following:

(Insert language here)

Submittal Process and Details

All proposals must be submitted as detailed in the manner described herein. Exceptions nor extensions to established deadlines will not be granted.

(Insert language here)

Story County will not meet individually in person or via other means to with potential contractors. A Pre-bid meeting will be held on _____.

Story County will be accepting questions from _____, through 5:00 PM, _____, regarding this RFP. Please submit questions via email to Leanne Harter, County Outreach and Special Projects Manager, at lharter@storycountyiowa.gov. Written responses will be published on the County's website www.storycountyiowa.gov on or before _____ and distributed to those who submitted questions no later than 12:00 PM on _____.

Estimated Timeline

Release RFP
Pre-bid meeting
Questions due to Story County
Story County Responses published
RFPs Due
RFPs Reviewed
Selected Consultant presentations to Board of Supervisors
Board of Supervisors consultant selection
Contract development
Board of Supervisors action on contract
Effective start of contract

The above dates are subject to change at the option of Story County.

Proposal Terms and Milestones for Payment

EXPLANATION OF SECTION (to be removed in draft RFP): The purpose of this section is to address the following areas:

- Evaluation of Vendor performance: Identify performance standards that must be met for the Vendor to be considered in compliance.
- Reporting requirements and procedures: Written reports if any will be required during the contract term, how many copies, and where they are to be delivered.
- Special conditions: Contract extension and renewal; special payment procedure, bonds, or insurance required.

Insert language

Story County reserves the right to reject any and all proposals received as a result of this Request for Proposal. If a proposal is selected, it will be the most advantageous regarding quality of service, the Vendor's qualification, and capabilities to provide the specified service, and other factors which Story County may consider. Story County reserves the right to waive or not waive informalities or irregularities in proposals or proposal procedures, and to accept or further negotiate cost, terms, or conditions of any proposal determined by Story County to be in the best interest of Story County even though not the lowest bid.

The price quotations stated in the Vendor's proposal will not be subject to any price increase from the date on which the proposal is opened Story County to the mutually agreed-to date of bid. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90

days. Failure of the successful Vendor to accept the obligation of the bid may result in the cancellation of any award. A service contract will be executed between Story County and the awarded Vendor.

The selected Vendor may not subcontract any of the work specified in this RFP without prior written consent of Story County.

Insurance

Vendor shall take out and maintain during service to the County under a contract such public liability and property damage insurance as shall protect Vendor, its subcontractors, and the County from claims for damages for personal injury, including accidental death, as well as for claims for property damage, which might arise from operations under its contract with the county, whether such operations be by Vendor or its subcontractor, or by anyone directly or indirectly employed by either of them. All insurance policies shall be issued by responsible companies who are acceptable to the County. The Vendor shall not cause any insurance to be cancelled nor permit any insurance to lapse during the life of the contract with the County. Vendor shall indemnify and hold County harmless from any damages, cost, claims or expenses which may arise as a result of any failure on the part of the Vendor to provide accurate and/or complete data information to eh County as outlined and required by the Terms and Conditions of it contract with the County.

Form of Consultant Services Contract is Provided as Appendix A.

Appendix A
Provider Agreement

THIS AGREEMENT is entered into by and Between Story County, and Iowa Municipal corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as "County", and _____, hereinafter referred to as "Provider", whose mailing address and telephone number is _____, telephone _____.

1. PURPOSE AND INTENT. The purpose of the agreement is for the Provider to

2. FEES, EXPENSES & COMPENSATION. Consultant may charge a maximum hourly fee of \$_____ for professional services necessary under the terms of this Agreement. Consultant may bill Client for travel expenses at the rate of not more than _____ per mile, which shall be limited to actual mileage incurred to perform necessary tasks required to reach the Client's objective under this Agreement. Consultant may not bill or receive compensation from client for time spent traveling. All invoices must specify the invoice total and time period covered and detail the work performed or expense incurred per this Agreement. Consultant agrees that the hourly fee and mileage expense shall be Consultant's sole compensation for professional services and work performed because of this Agreement.

Provider understands that the County reserves the right to request additional specific information in accessing the accuracy of claim information.

3. INDEPENDENT CONTRACTOR. It is understood that provider is an independent professional contractor and that Provider will not in any event be construed or hold itself out to be an employee or agent of the County. It is further agreed that at no time will the Provider or the work efforts of the Provider be under the supervision or control of the County, although Provider agrees to comply with all reasonable requests and regulations applicable to any other business invitee of the County. It is also agreed that Provider, as an independent contractor, is not restricted to working exclusively for the County during the term of the Agreement.

4. INSURANCE & TAXES. Provider is responsible for Workers Compensation, Disability, Unemployment, Automobile Insurance, and any other insurance required by the State of Iowa and will provide certificates of insurance to the County on an annual basis. Provider is also responsible for any payment of State and Federal taxes and any other applicable tax. Provider is not eligible for any benefits the County may provide for its employees.

5. CONFIDENTIALITY. Provider agrees to comply fully with confidentiality in compliance with all laws and regulations regarding protected health information.
6. TERM AND TERMINATION OF AGREEMENT. This agreement is effective on the ____ day of _____, 20__ for a period of ____ year(s). the County may terminate this agreement immediately upon Provider's refusal to, or inability to perform under the agreement or Provider's breach of this agreement. Either party may terminate this agreement for any reason, without cause, by giving 90 written notice to the other party.
7. ACCESS TO BOOKS AND RECORDS. Unless otherwise required by applicable laws, Provider shall allow the County access to all books and records for purposes of auditing or reviewing Provider's claims, upon request by the County. Provider's failure to provide access under this section shall constitute a material breach of the agreement.
8. REQUIREMENTS. Provider hereby agrees to perform all duties in accordance with all state and federal laws and regulations. This provision includes but is not limited to Iowa Code Section 144.32. Provider assures that no person shall be on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this agreement by the Provider.
9. EXTENSION. If mutually agreeable to County and Provider, this Agreement may be extended. Such extension will be documented by written amendment, duly signed and dated by both parties.
10. ASSIGNMENT. Neither party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.
11. APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL. This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree with all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa. The parties hereby waive removal of any issue hereunder to the federal courts.

This agreement and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.

STORY COUNTY, IOWA (County)

____ (Provider)

By:

By:

Chairperson of the Board of Supervisors

Dated: _____

Dated: _____

Appendix B – Sample Review Matrix

Story County encourages the following guidelines by followed in the review process of Request for Proposals (RFPs) released by Story County.

The process and materials presented are intended to be “customizable” as appropriate for the individual RFP.

Process

1. Upon “Acknowledgement of Receipt” by the Board of Supervisors, County staff identified to evaluate the proposals received (the evaluation committee).
2. The categories and scoring on the Evaluation Matrix are reviewed and decided upon. Customized areas should be noted (and the reasons for such).
3. Identify an individual of the evaluation committee to tabulate the collective review for documentation of the process and take general notes of the review.
4. As individuals, score the Evaluation Matrix.
5. Finalize collective score and recommendation.
6. Forward the recommendation and all applicable documentation to the County Attorney’s Office for comment.
7. Upon acknowledgement of the County Attorney’s Office, place the recommendation on the agenda for the Board of Supervisors.
8. Action by the Board of Supervisors.

RFP EVALUATION MATRIX

	Proposal #1	Proposal #2	Proposal #3	Proposal #4
1. Experience and Past ____% • Performance • References and past projects (Per Conceptual Plan Section RFP)				
2. Company organization and ____% Qualifications. • As documented by personnel • Qualifications and company • Description of capabilities (Per Conceptual Plan Section RFP)				
3. Statement of work ____%				
4. Cost ____%				
Totals				
Scale: 1-5 with 1 = worst and 5 = best				

Appendix C – Evaluation Committee Checklist

RFP Evaluation Committee Checklist

RFP Name:

RFP Number (if applicable):

Evaluation Committee Chairperson:

Task	Due Date	Responsible Party
1. Set deadline for completion of evaluations		
2. Develop Evaluation Matrix		
3. Develop meeting schedules and timeframes.		
4. Individually review RFPs		
5. Calculate evaluation matrices and forward information to committee members		
6. Review combined matrices and comments		
7. Schedule presentation (if applicable)		
8. Identify questions of vendors for presentations (if applicable)		
9. Review proposal following presentations (if applicable)		
10. Compile recommends to the County Attorney's Office for review and comment		
11. Compile recommendations to forward to BOS		
12. Place item on the BOS agenda		
13. Present item to BOS		

Appendix D – Documentation of Process

RFP PROCESS DOCUMENTATION

Name of Request for Proposal

Date Received by the Board of Supervisors:

Acknowledgement Order (list by Consultant Name)

Date Reviewed:

Reviewers:

Discussion of Evaluation Matrix (note any customization)

Comments on Proposal Review (use additional sheets as needed, clearly label consultant's name)

Evaluation Matrix Scoring:

Finalized Score and Recommendation:

Date Forwarded to County Attorney:

Date of Action by BOS:

Nature of BOS Action:

Appendix E – Draft Website Posting Suggestions

On Story County's website (www.storycountyiowa.gov), RFPs are located at:

Services > Bid Postings

Open the "Bid Postings" Module and select the appropriate category under which the RFP is to be placed (you can select more than one):

- Conservation
- Construction & Building Maintenance
- Consulting & Professional Services
- Emergency Management
- Information Technologies & Data Processing
- Law Enforcement Equipment & Support Services
- Mental Health & Disability Services
- Motor Vehicles
- Office Equipment
- Parks & Grounds Equipment & Maintenance
- Roads Construction & Maintenance

First, save the RFP in the Document Center under Home > RFPs.

You can use this to go to the "Related Documents" tab to relate the files to the RFP.

Under Bid Details:

Bid Number: *Fill this in if a number is assigned.*

Bid Title: *Put in the name of the RFP*

Start Date: *Start date as approved on the RFP*

Start Time: *Start time as approved on the RFP*

Publication Info: *You can hyperlink the RFP here.*

End Date: *Start date as approved on the RFP*

End Time: *Start time as approved on the RFP*

Submittal Info: *Fill in contact person information here.*

Bid Opening Info: *Fill in deadlines here, and if there is a special opening date in the RFP, but that here.*

Status: *This is a drop-down – just leave as "open" when initially putting in RFP.*

Addtl Status Info: *If you do an addendum, but that information here.*

Bid Recipient: *Leave blank.*

Description: *Put in the information from the Scope of Services section.*

Qualifications: *Put in the information from the Qualifications section.*

Special Requirements: *Put in applicable information from the RFP here.*

Miscellaneous Info: *Put in applicable information from the RFP here.*

Addendum Date: *If you do an addendum, but that information here.*

Pre-bid Meeting: *Date as approved on the RFP*

Contact Person: *Fill in contact person information here.*

Download Available: *You can hyperlink the RFP here.*

Fee: *This is generally left blank.*

Plan & Spec Available: *You can hyperlink the RFP here.*

Business Hours: *Fill in if felt needed.*

Fax Number: *Fill in if felt needed.*

Plan Holders List: *Fill in if felt needed.*

Add Item

Bid Details

Related Documents

Bid Details