

The Board of Supervisors met on 11/22/22 at 10:00 a.m. in the Story County Administration Building. Linda Murken, and Lisa Heddens, with Murken presiding. Latifah Faisal absent. (all audio of meetings available at storycountyia.gov).

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

PROCLAMATION RECOGNIZING 11/26/22 AS SMALL BUSINESS DAY IN STORY COUNTY: The Board read the proclamation in full. Murken moved, Heddens seconded the approval of the Proclamation recognizing 11/26/22 as Small Business Day in Story County. Roll call vote. (MCU)

MINUTES: 11/15/22 Minutes and 11/15/22 Canvass Minutes – Heddens moved, Murken seconded the approval of 11/15/22 Minutes and 11/15/22 Canvass Minutes as presented. Roll call vote. (MCU)

CLAIMS: 11/23/22 Claims of \$1,054,329.38 (run date 11/18/22, 35 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from Central Iowa Drug Task Force (\$1,870.19), BooSt School Ready (\$15,967.23), BooSt Early Childhood (\$4,247.95), Emergency Management (\$596.11), E911 (\$5,335.29), County Assessor (\$2,773.36), City Assessor (\$18,488.06), and Central Iowa Community Services (\$448,437.37). Heddens moved, Murken seconded approving claims as presented. Roll call vote. (MCU)

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

1. 2023 Weed Commissioner Report
2. Utility Permit with ITC Midwest for crossing the Praeri Rail Trail
3. Final Pay Voucher for Peterson Contractors Inc., for bridge new/replacement project #BRS-CHBP-CO85(155)--GB-85
4. Appointment of Angela Woster as a Civil Process Server by Sheriff Paul H. Fitzgerald, effective 11/17/22
5. Appointment of Kyle Hack as a Civil Process Server by Sheriff Paul H. Fitzgerald, effective 11/17/22
6. Provider Agreement between Story County and Jaime Johnson for cosmetology hair care services for \$25.00 per haircut
7. Utility Permits: #23-6676, #23-6679

Roll call vote. (MCU)

THE ADVERTISEMENT TO BID FOR THE STORY COUNTY HUMAN SERVICES CENTER (HSC) HEATING, VENTILATION, AND AIR-CONDITIONING (HVAC) EQUIPMENT REPLACEMENT: Joby Brogden, Facilities Management Director, reported on selected equipment. The cost estimate exceeds the budget of \$468,000.00. He recommends proceeding with the bid. Jeff Harris, Roseland, Mackey, Harris Architects PC, provided additional detail supporting the bid. Discussion took place. Murken asked clarifying questions about cost. Brogden reported. Murken opened the public hearing at 10:11 a.m., and, hearing none, she closed the public hearing at 10:11 a.m. Heddens moved, Murken seconded the approval of the Advertisement to Bid for the Story County HSC HVAC Equipment Replacement. Roll call vote. (MCU)

RESOLUTION #23-42 APPROPRIATION AMENDMENT: Lisa Markley, Assistant Auditor, reported on the need for an amendment and the process. Heddens moved, Murken seconded the approval of the Resolution #23,42, Appropriation Amendment. Roll call vote. (MCU)

MOTOR GRADER PURCHASE AGREEMENT: Darren Moon, Engineer, reported the current lease ends in 15 months. He reviewed the proposed agreement to purchase equipment outright and summarized the past leases. A total lump sum payment of \$4,071,100.00 is required to buy out of the current lease; he recommends the County purchase outright. Moon reported on available funds within current budget. Discussion took place. Moon reviewed all affordability factors. Heddens moved, Murken seconded the approval of the Motor Grader Purchase Agreement as presented. Roll call vote. (MCU)

RESOLUTION #23-36, APPOINTING THE STORY COUNTY PLANNING AND DEVELOPMENT DIRECTOR AS THE COMMUNITY RATING SYSTEM (CRS) COORDINATOR, EFFECTIVE 3/1/23: Leanne Harter, County Outreach and Special Projects Manager, reported on CRS participation. Heddens moved, Murken seconded the approval of Resolution #23-36, Appointing the Story County Planning and Development Director as the CRS Coordinator, effective 3/1/23. Roll call vote. (MCU)

JOINING IOWA DRAINAGE DISTRICT ASSOCIATION: Murken reported on benefits and membership. The Iowa State Association of Counties (ISAC) recommends joining. Membership can be considered on a year-to-year basis. Discussion took place. Heddens moved, Murken seconded the approval of the County joining the Iowa Drainage District Association for dues of \$3,750.00. Roll call vote. (MCU) Markley recommend using rural funds to pay dues; the Board concurred.

INTEGRATED ROADSIDE VEGETATION MANAGEMENT (IRVM) QUARTERLY REPORT: Weed Commissioner Joe Kooiker reported on highlights from his written report, including brush spraying, plantings, volunteer hours, drainage ditch maintenance, seed harvest, winter projects, and staffing.

ENVIRONMENTAL HEALTH QUARTERLY REPORT: Director Kimberly Grandinetti highlighted inspections, radon awareness and testing, tanning/tattoo parlor /pool inspection programs, contracts and grants, and training.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: Both Board members reported on multiple upcoming meetings. Story County is closed Thursday and Friday for the Thanksgiving holiday.

CLOSED SESSION PURSUANT TO CODE OF IOWA §21.5(1)(c): Heddens moved, Murken seconded to go into closed session at 10:46 a.m. Roll call vote. (MCU)

Murken reconvened the Board in open session at 11:16 a.m.

Heddens moved, Murken seconded to adjourn at 11:16 a.m. Roll call vote. (MCU)

Story County Board of Supervisors
Meeting Agenda
Administration Building 900 6th St., Nevada, IA
11/22/22

1. SPECIAL NOTE TO THE PUBLIC: This Meeting Is Also Being Offered Via Zoom. While Joining Via Zoom, If You Have A Question And/Or Comment, You May Raise Your Hand To Speak During Public Forum Or Use The Chat Feature And The Chair Will Ask The Zoom Moderator To Review All Comments During Public Forum.

Members of the public can participate by using the information below:

To join the zoom meeting by computer, tablet, smartphone:

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join.

[HTTPS://US02WEB.ZOOM.US/J/89020467327?
PWD=SNNXWfVJN1HYTXVDB3Z3RUPLB2TVQT09](https://us02web.zoom.us/j/89020467327?pwd=SNNXWfVJN1HYTXVDB3Z3RUPLB2TVQT09)

Passcode: 018323

Description: Weekly Board Meeting

Or One tap mobile:

+16469313860,,89020467327#,,,,*018323# US

+19292056099,,89020467327#,,,,*018323# US (New York)

Or join by phone:

Dial (for higher quality, dial a number based on your current location):

US: +1 646 931 3860 or +1 929 205 6099 or +1 301 715 8592 or +1 309 205 3325 or
+1 312 626 6799 or +1 719 359 4580 or +1 253 215 8782 or +1 346 248 7799 or +1 386
347 5053 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833

Webinar ID: 890 2046 7327

Passcode: 018323

International numbers available:

[HTTPS://US02WEB.ZOOM.US/U/KQDBHTWZL](https://us02web.zoom.us/j/89020467327?pwd=SNNXWfVJN1HYTXVDB3Z3RUPLB2TVQT09)

2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. ADOPTION OF AGENDA:
5. PUBLIC COMMENT #1:
This comment period is for the public to address topics on today's agenda
6. Consideration Of Proclamation Recognizing November 26, 2022 As Small Business Day In Story County

Department Submitting Board of Supervisors

Documents:

PROCLAMATION SMALLBIX.PDF

7. CONSIDERATION OF MINUTES:
 - I. 11/15/22 Minutes & 11/15/22 Canvass Minutes

Department Submitting Auditor

8. CONSIDERATION OF CLAIMS:

I. 11/23/22 Claims

Department Submitting Auditor

Documents:

CLAIMS 112322.PDF

9. CONSENT AGENDA:

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

I. Consideration Of The 2023 Weed Commissioner Report

Department Submitting Auditor

Documents:

WEED COMMISSIONER REPORT.PDF

II. Consideration Of Utility Permit With ITC Midwest For Crossing The Praeri Rail Trail

Department Submitting Conservation

Documents:

ITC MIDWEST.PDF

III. Consideration Of Final Pay Voucher For Peterson Contractors Inc., For Bridge New/Replacement Project #BRS-CHBP-CO85(155)-GB-85

Department Submitting Engineer

Documents:

FPV PCI.PDF

IV. Consideration Of Civil Process Server Appointment To Angela Woster By Sheriff Paul H. Fitzgerald Effective 11/17/2022

Department Submitting Sheriff

Documents:

A WOSTER CIVIL PROCESS SERVER.PDF

V. Consideration Of Civil Process Server Appointment To Kyle Hack By Sheriff Paul H. Fitzgerald Effective 11/17/2022

Department Submitting Sheriff

Documents:

HACK.PDF

VI. Consideration Of Provider Agreement Between Story County And Jaime Johnson For Cosmetology Hair Care Services For \$25.00 Per Haircut

Department Submitting Sheriff's Office

Documents:

J JOHNSON CONTRACT.PDF

VII. Consideration Of Utility Permit(S): #23-6676, #23-6679

Department Submitting Engineer

Documents:

UT 23 6676.PDF

UT 23 6679.PDF

10. PUBLIC HEARING ITEMS:

I. Consideration Of The Advertisement To Bid For The Story County Human Services Center HVAC Equipment Replacement - Joby Brogden

Department Submitting Facilities Management

Documents:

HSC HVAC PH.PDF

11. ADDITIONAL ITEMS:

I. Consideration Of Resolution #23-42 Appropriation Amendment – Lisa Markley

Department Submitting Auditor

Documents:

RES 2342.PDF

II. Discussion And Consideration Of Motor Grader Purchase Agreement - Darren Moon

Department Submitting Engineer

Documents:

MOTOR GRADER PURCHASE AGREEMENT.PDF

- III. Consideration Of Resolution #23-36, Appointing The Story County Planning And Development Director As The Community Rating System (CRS) Coordinator Effective March 1, 2023 - Leanne Harter

Department Submitting Board of Supervisors

Documents:

RESCRSCOORDINATOR.PDF

- IV. Discussion And Consideration Of Joining Iowa Drainage District Association - Linda Murken

Department Submitting Board of Supervisors

Documents:

IDDA MEMBERSHIP.PDF

12. DEPARTMENTAL REPORTS:

- I. IRVM Quarterly Report - Joe Kooiker

Department Submitting Auditor

Documents:

IRVM QTR.PDF

- II. Environmental Health Quarterly Report - Kimberly Grandinetti

Department Submitting Auditor

Documents:

ENVHLTH QTR.PDF

13. UPCOMING AGENDA ITEMS:

14. PUBLIC COMMENT #2:

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

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

16. Closed Session Pursuant To Iowa Code Section 21.5(1)(C) - Ethan Anderson, Story County Assistant Attorney

- to discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or

disadvantage the position of the governmental body in that litigation

Department Submitting Auditor

17. ADJOURNMENT:

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

Story County Board of Canvassers

Agenda

11/22/22

NAME

ADDRESS

DARREN MOON

Joby Brogden

JEFF HANZLIS

BRIAN BREWER

Greg Pillemer

Sandra

Open Form

Shawn Harkley

Kimberly Grandinetti

ENGINEER

SCFM

1615 Golden Aspen Ames

9032 NE 94TH AVE BENTON

Ames Chamber

Bus

ENM

And

SH

PROCLAMATION
Small Business Day

November 26, 2022

WHEREAS, America’s strongest economic growth in almost 40 years has been driven by the resilience of our small businesses who, despite a world-wide pandemic, continue to pioneer innovative solutions to our country’s greatest challenges and create opportunities for families and workers; and

WHEREAS, from the storefront shops that anchor Main Street to the high-tech startups that keep America on the cutting edge to the small manufacturers driving our competitiveness on the global stage, small businesses are the backbone of our economy and the cornerstones of our nation’s promise; and

WHEREAS, when we support small business, jobs are created, and local communities preserve their unique culture; and

WHEREAS, because this country’s 32.5 million small businesses create nearly two out of three jobs in our economy, we cannot resolve ourselves to create jobs and spur economic growth in America without discussing ways to support our entrepreneurs; and

WHEREAS, Story County supports and joins in this national effort to help America’s small businesses do what they do best – grow their business, create jobs, and ensure that our local communities remain as vibrant tomorrow as they are today.

NOW, THEREFORE, BE IT RESOLVED THAT, We, the Story County Board of Supervisors, do hereby proclaim November 26, 2022 as Small Business Day in Story County and encourage all citizens to support local business growth and retention.

[Signature] 11-22-22
SIGNATURE DATE

[Signature] 11-22-22
SIGNATURE DATE

SIGNATURE DATE





2023 COUNTY WEED COMMISSIONER CERTIFICATION FORM

For the County of: Story

Weed Commissioner's Contact Information:

| | |
|--|---|
| Name Joseph Kooiker | Year Appointed 1994 |
| Mailing Address 837 N. Avenue | Telephone 515-382-7367 |
| City, Zip Code Nevada, IA 50201 | Alternate Telephone |
| Email Address Jkooiker@storycountyiowa.gov | Pesticide Certificate # 01979 |

Signed: *Joseph Kooiker*
Vice Chair/President, County Board of Supervisors

Date: 11-22-22

PLEASE RETURN THIS FORM TO:

**IOWA DEPARTMENT OF AGRICULTURE AND LAND STEWARDSHIP
State Weed Commissioner
2230 South Ankeny Boulevard
Ankeny, IA 50023-9093**

317.3 Weed commissioner -- standards for noxious weed control.

The board of supervisors of each county may annually appoint a county weed commissioner who may be a person otherwise employed by the county and who passes minimum standards established by the department of agriculture and land stewardship for noxious weed identification and the recognized methods for noxious weed control and elimination. The county weed commissioner's appointment shall be effective as of March 1 and shall continue for a term at the discretion of the board of supervisors unless the commissioner is removed from office as provided for by law. The county weed commissioner may, with the approval of the board of supervisors, require that commercial applicators and their appropriate employees pass the same standards for noxious weed identification as established by the department of agriculture and land stewardship. The name and address of the person appointed as county weed commissioner shall be certified to the county auditor and to the secretary of agriculture within ten days of the appointment. The board of supervisors shall fix the compensation of the county weed commissioner and deputies. In addition to compensation, the commissioner and deputies shall be paid their necessary travel expenses. At the discretion of the board of supervisors, the weed commissioner shall attend a seminar or school conducted or approved by the department of agriculture and land stewardship relating to the identification, control, and elimination of noxious weeds.

The board of supervisors shall prescribe the time of year the weed commissioner shall perform the powers and duties of county weed commissioner under this chapter which may be during that time of year when noxious weeds can effectively be killed. Compensation shall be for the period of actual work only although a weed commissioner assigned other duties not related to weed eradication may receive an annual salary. The board of supervisors shall likewise determine whether employment shall be by hour, day or month and the rate of pay for the employment time.



2022 WEED COMMISSIONER'S REPORT

For the County of: Story

Submit to County Board of Supervisors by: November 1, 2022
 Return copy to the IDALS office by: December 1, 2022

Weed Commissioner's Contact Information:

| | |
|---|----------------------------------|
| Name Joseph Kooiker | Year Appointed 1994 |
| Address 837 N. Avenue | Telephone 515-382-7367 |
| City, Zip Code Nevada, IA 50201 | Alternate Telephone |
| Email Address Jkooiker@storycountyiowa.gov | Pesticide Certificate # 01979 |

Which of the noxious weeds have you found in your county?

- 1 – Found, a problem in my county
- 2 – Found, but not a problem

- 3 – Not known in my county
- ? – If you cannot identify this plant

| <i>Primary Noxious Weeds</i> | <i>Answer</i> | <i>Secondary Noxious Weeds</i> | <i>Answer</i> |
|---|---------------|--------------------------------|---------------|
| Buckthorn | 1 | Buckhorn Plantain | 1 |
| Bull Thistle | 2 | Cocklebur | 1 |
| Canada Thistle | 1 | Curly Dock (Sour Dock) | 1 |
| Field Bindweed | 2 | Multiflora Rose | 1 |
| Hoary Cress (Perennial Pepper-grass) | 2 | Poison Hemlock | 1 |
| Horse Nettle | 1 | Puncturevine | 2 |
| Leafy Spurge | 1 | Red Sorrel (Sheep sorrel) | 2 |
| Musk Thistle | 1 | Shattercane | 2 |
| Palmer Amaranth | 1 | Smooth Dock | 2 |
| Perennial Sow Thistle | 2 | Teasel | 1 |
| Quackgrass | 2 | Velvetleaf (Butterprint) | 2 |
| Russian Knapweed | 3 | Wild Carrot | 1 |
| | | Wild Mustard | 2 |
| | | Wild Sunflower | 1 |

| <i>Invasive Prohibited Plants</i> | Answer | | |
|-----------------------------------|--------|--|--|
| Garlic Mustard | 1 | | |
| Japanese Hop | 1 | | |
| Japanese Knotweed | 1 | | |
| Oriental Bittersweet | 1 | | |
| Purple Loosestrife | 1 | | |

Please list any other plants which are a problem or a concern in your county:

Callery Pear, Chinese Bushclover, Crown Vetch, European Waterclover, Japanese Barberry, Reed Canary Grass, Wild Parsnip, Bush Honeysuckle, Autumn Olive, Phragmites

As County Weed Commissioner, do your duties include roadside spraying?

Yes No

Did your county publish a Notice of Program for weed control pursuant to the provisions of Title VIII Chapter 317 Section 317.14?

Yes No

Did your county employ contract spraying during 2022?

Yes No

If yes, what percentage of your total spray program is contracted? 35 %

If possible, please list the contract rates. \$/mile 132

Total contract cost \$ 41,799

In the past year how much did your county spend on purchasing herbicides?

\$ 6,937.00

How many times during 2022 was it necessary to serve a noxious weed notice?

Private (written) 8 Public (written) (DOT, DNR, CCB) 0

How many times did you contact individuals personally, rather than sending them a weed control notice?

Private (verbal) 3 Public (verbal) (DOT, DNR, CCB) 3

Herbicide usage table:

| CHEMICAL/BRAND | RATE USED | QUANTITY USED | TO CONTROL? |
|-------------------------------|----------------------------|----------------------|-----------------------------------|
| <i>(Example)</i> Milestone | 4 fluid ounces per acre | 3.32 gallons | Thistle and teasel on roadside |
| Escort XP | .5-.75 oz. per acre | 2.5 pounds | Wild Parsnip |
| Esplanade 200 SC | 6 oz. per acre | 47 ounces | Bareground |
| Krenite S | 2% per volume | 6 gallons | Brush in High Quality Areas |
| Milestone | 7 oz. per acre | 4.75 gallons | Noxious Weeds in ROW |
| Method 240 SL | 12 oz. per acre | 2.25 gallons | Brush in ROW |
| Pathfinder II | | 8 gallons | Stump Treatment |
| Polaris | 48 oz. per acre | 2 gallons | Bareground |
| Roundup Custom | 2% per volume | 10 gallons | Re-Veg. Projects |
| Terravue | 2.5 oz. per acre | 10 pounds | Noxious Weeds in ROW |
| | | | |

How many times did you actually enter private or public land, control weeds, and assess the cost to the owner?

0

How many months were you employed as weed commissioner in 2022?

12 months

Are your duties as weed commissioner incorporated into another county job?

Yes No If Yes, what? Vegetation Management Biologist

Weed Comm. Duties 15 % IRVM Duties 70 %

Other County Duties 15 %

How does the overall county weed situation compare with last year?

Improved Unchanged Worse

Comments? There has been an increase of Wild Parsnip in a large percentage of Story County ROW. Urban noxious weed complaints

have increased throughout the county. Populations of Phragmites, Miscanthus and Japanese Knotweed are also being found in ROW and Natural Areas across the county.

Is brush control included in your weed commissioner duties?

Yes No

If yes, what method(s) do you use? (Circle all that apply):

Spraying Cutting Stump treatment Basal bark

Other, explain Contract Spray is completed on 33% of county ROW annually.

What are your suggestions and/or recommendations which may improve your county weed and brush infestations?

See attached sheet

What herbicides did your county use in your weed control program? Be specific, please list brand name and quantity of each. Please do not list surfactants or adjuvants. If the spray program is contracted in your county, ask your contractor for this information. Add another page if necessary.

The above report is true to the best of my knowledge.

Signature Joseph Koerber
County Weed Commissioner

11/16/22
Date

Signature Alinda Kubes
Vice Chairman, County Board of Supervisors

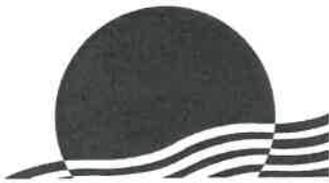
11/22/22
Date

Please return a copy to:

Iowa Department of Agriculture and Land Stewardship
Attn: State Weed Commissioner
2230 S Ankeny Blvd
Ankeny, IA 50023-9093

What are your suggestions and/or recommendations which may improve your county weed and brush infestations?

Promoting a good land stewardship program to reduce erosion and disturbance on private and public ground. Educating the public on necessary weed control and introduction of invasive plants in rural and urban settings. Implementing a consistent county noxious weed and invasive plant control program. Story County IRVM implements a systematic approach to weed control. This reduces weed pressure and helps manage new invasive species throughout the county.



**STORY COUNTY
CONSERVATION**

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

Memorandum

To: Story County Board of Supervisors
From: Michael D. Cox, Director
Date: November 22, 2022
Re: Consideration of Utility Permit with ITC Midwest for crossing the Praeri Rail Trail.

The attached utility permit authorizes ITC Midwest to cross the Praeri Rail Trail with overhead transmission lines and connect to existing ITC overhead transmission lines. This ITC project is necessary to connect a new substation being built on the north side of County Road E18.

The Story County Conservation Board urges your approval.

Approval

Disapproval

11-22-22

Date

Date

STORY COUNTY CONSERVATION BOARD UTILITY PERMIT

Date 10-31-22

To the Conservation Board, Story County, Iowa:

ITC Midwest, does hereby make application requesting permission to occupy certain portions of public right-of-way or County owned property and that the Conservation Director be directed to establish the location of electrical lines on parcel number 0320100500 in Section 20 of Township 85N Range 22W (hereinafter referred to as Property) for a distance of approximately 28 feet.

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

1. The Permittee will file a plat setting out the location of proposed line on the Property and that the description of the proposed installation including type, size, and depth, of underground line.
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the Property caused by trail or trail amenity construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said Property.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public.
7. The Permittee shall be responsible for any damage resulting to said Property because of the construction operation, or maintenance of said utility, and shall restore property to its designed condition prior to Permittee's activity on the Property. This may include but is not limited to differential settling, surface cracking, erosion of slopes, vegetation growth, and other damage associated with this construction activity. Permittee shall reimburse Story County for any expenditure the County may have to make on said Property because of said permittee's utility having been constructed, operated, and maintained thereon. This obligation and all other requirements of this Permit shall be continuing in nature and extend beyond the term of this permit. The doctrine of equitable tolling extends the time within which an action for breach of this provision may be filed.
8. The Permittee shall indemnify and hold harmless Story County Conservation Board and Story

County, Iowa from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the Property under this permit.

9. Noncompliance with any of the terms of permit, or agreement, may be considered cause for shut down of utility construction operations, or revocation of the permit.

10. The following special requirements shall apply to this permit:

Vehicles and equipment shall be clean of weed or noxious weed seed prior to entering property. Property shall be graded and seeded post construction. The seed list must be approved by the Story County Conservation Director prior to seeding.

Date 11-3-2022

Dusky Terry
ITC Midwest

By Dusky Terry 515-639-3340
President Phone no.

Its

Recommended for Approval:

Date _____

Conservation Director 515-232-2516
Phone no.

Approved:

Date 11/22/22

[Signature]

Board of Supervisors Uke Chair,
Story County, Iowa

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

SIGNER'S ACKNOWLEDGMENT

The signer of the agreement and the signer of this Acknowledgment must be the same person.

(Mark only one – all signatures must be notarized)

STATE OF IOWA)
)SS
STORY COUNTY JUDICIAL DISTRICT)

The Contractor is a sole proprietorship

The foregoing Contract was signed and acknowledged before me this

_____ day of _____, 201____,

by _____
(Print Name of Proprietor)

Of _____
(Print Name of Company)

(Signature of Proprietor)

The Contractor is a partnership

The foregoing Contract was signed and acknowledged before me this

_____ day of _____, 201____,

by _____, partner (or agent) on
(Print Name of Acknowledging partner or agent)

behalf of _____, a partnership.
(Name of partnership)

(Signature of Acknowledging Partner or Agent)

The Contractor is a corporation

The foregoing Contract was signed and acknowledged before me this

_____ day of _____, 201____,

by _____
(Print Name of Officer)

(Title of Officer)

of _____
(Name of Corporation)

a/an _____ Corporation,
(State of Incorporation)

on behalf of said Corporation.

(Signature of Officer*)

(CORPORATE SEAL)

Attest _____
(Corporate Secretary)

*The signer of the contract should be a corporate officer unless there is a corporate resolution attached authorizing the person to bind the corporation.

The Contractor is a limited liability company

The foregoing Contract was signed and acknowledged before me this

_____ day of _____, 201____,

by _____
(Name of Manager or Managing Partner)

(Title)

of _____
(Name of Limited Liability Company)

(Signature of Manager or Managing Partner)

Attach Letter of Partners indicating Manager's or Managing Partner's authority to enter into agreement.

Regardless of the type of company, the signature must be notarized. The signer of the contract or agreement and the signer above of this Acknowledgment must be the same person.

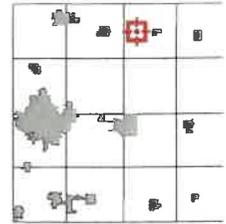
(NOTARY SEAL)

SUBSCRIBED AND SWORN TO before me this 3 day of Nov, 2012020
Jackie Swartz
Notary Public in and for the State of Iowa
My commission expires: 12-18-2024





Overview



Legend

-  Parcels
-  Lots
-  Townships
-  Sections
-  Quarter Quarters
-  Corporate Limits
-  Road Centerlines
-  Contours 2ft

| | | | | | |
|------------------------------|---|---------------------|----------------|----------------------|---------------------|
| Parcel ID | 0320100500 | Alternate ID | 0320100500 | Owner Address | STORY COUNTY |
| Sec/Twp/Rng | 20-85-22 | Class | C - COMMERCIAL | | 56461 180TH ST |
| Property Address | | Acreage | 16.18 | | AMES, IA 50010-9451 |
| District | 64075 - WARREN TWP/COLO-NESCO SCH | | | | |
| Brief Tax Description | SECTION:20 TOWNSHIP:85 RANGE:22 ABAND R R ROW N1/2 SEC 20 (PRAERI RAIL TRAIL) | | | | |
| | (Note: Not to be used on legal documents) | | | | |

Concerning Assessment Parcels and Platted Lots Within the City of Ames Jurisdiction:

The solid parcel boundary lines represent the legal description as recorded and are not necessarily the official platted lot lines. Dashed lines are official platted lots. If a parcel contains dashed lines, please contact the Ames Planning & Housing Department (515-239-5400) to determine which lines can be recognized for building permit or zoning purposes. If you have questions regarding the legal description or parcel measurements, please contact the Story County Auditor's office (515-382-7210).

Date created: 11/7/2022
 Last Data Uploaded: 11/5/2022 1:12:01 AM

Developed by  Schneider
 GEOSPATIAL

Contract 037149

Voucher No. 15



Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

BRS-CHBP-C085 (155) --GB-85
 Bridge - New / Replacement
 FRANKLIN COUNTY ENGINEER

DATE LAST VOUCHER 08-10-22
 MO. DAY YR.

THIS VOUCHER MO. DAY YR.

| ITEM NO. | DAYS WORKED | | RET. % | CONTRACTOR NO. | 35350 | PETERSON CONTRACTORS INC | REINBECK, IA | RURAL PARTICIPATING | | RURAL NON-PARTICIPATING | | URBAN PARTICIPATING | | URBAN NON-PARTICIPATING | |
|----------|-------------|----------|----------|----------------|----------|--------------------------|--------------|---------------------|---------------------|-------------------------|------|-----------------------------|-------|-----------------------------|-------|
| | LAST VOUCH. | AUTH. | | | | | | QUANTITY AWARDED | QUANTITY AUTHORIZED | MEASURE | FCT. | Compl. Last Voucher TO DATE | TOTAL | Compl. Last Voucher TO DATE | TOTAL |
| 0420 | 67.0 | 93.0 | 3.000 | 0.700 | 0.700 | Acres | 410 | 700 | 000 | 000 | 000 | 000 | 000 | 000 | |
| 0430 | 93.500 | 93.500 | 93.500 | 93.500 | 93.500 | Ton | 410 | 112330 | 000 | 000 | 000 | 000 | 000 | 000 | |
| 0440 | 1060.300 | 1060.300 | 1060.300 | 1060.300 | 1060.300 | Cubic Yd | 410 | 1060300 | 000 | 000 | 000 | 000 | 000 | 000 | |
| 0450 | 396.300 | 396.300 | 396.300 | 396.300 | 396.300 | Cubic Yd | 410 | 396300 | 000 | 000 | 000 | 000 | 000 | 000 | |
| 0460 | 25.000 | 25.000 | 25.000 | 25.000 | 25.000 | Cubic Yd | 410 | 25000 | 000 | 000 | 000 | 000 | 000 | 000 | |
| 0470 | 221.000 | 221.000 | 221.000 | 221.000 | 221.000 | Cubic Yd | 410 | 221000 | 000 | 000 | 000 | 000 | 000 | 000 | |
| 0480 | 58.500 | 58.500 | 58.500 | 58.500 | 58.500 | Ton | 410 | 75860 | 000 | 000 | 000 | 000 | 000 | 000 | |
| 0490 | 2.430 | 2.430 | 2.430 | 2.430 | 2.430 | Station | 441 | 2430 | 000 | 000 | 000 | 000 | 000 | 000 | |
| 0500 | 116.900 | 116.900 | 116.900 | 116.900 | 116.900 | Sq Yard | 441 | 116900 | 000 | 000 | 000 | 000 | 000 | 000 | |

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)
 I, Cordell G. Peterson, the President of Peterson Contractors Inc (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

1. 11-17-22 DATE PROJECT EMPLOYER'S CERTIFICATION
Kevin W. Blum PROJECT CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL

2. 11-22-22 DATE PROJECT EMPLOYER'S CERTIFICATION
Kevin W. Blum PROJECT CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL

3. DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL
 Project records reviewed.
 Project approved for payment.

DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL
 Project records not reviewed. Recommend payment based on the project engineer's certification.

CERTIFICATION FOR HOURS AND LABOR APPLIES ONLY TO FEDERAL PARTICIPATING PROJECT.

CERTIFICATION FOR HOURS AND LABOR APPLIES ONLY TO FEDERAL PARTICIPATING PROJECT.

Contract 037149

Voucher No. 15



Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

BRS-CHBP-C085 (155) --GB-85
 Bridge - New / Replacement
 FRANKLIN COUNTY ENGINEER

DATE LAST VOUCHER 08 -10 -22
 MID. DAY YR.

THIS VOUCHER MID. DAY YR.

| DAYS WORKED | | RET. % |
|-------------|-------|--------|
| LAST VOUCH. | AUTH. | |
| 67.0 | 93.0 | 3.000 |

| ITEM NO. | QUANTITY AWARDED | QUANTITY AUTHORIZED | MEASURE | FCT. | RURAL PARTICIPATING | RURAL NON-PARTICIPATING | URBAN PARTICIPATING | URBAN NON-PARTICIPATING | Contractor's Last Voucher |
|----------|---|---------------------|----------|------|---------------------|-------------------------|---------------------|-------------------------|---------------------------|
| | | | | | | | | | |
| 0510 | 195.600 | 195.600 | Sq Yard | 441 | 195600 | 000 | 000 | 000 | 000 |
| | STD/S-F PCC PAV'T, CL C CL 3, 9" | | | | | | | | |
| 0520 | 27574.000 | 27574.000 | Lump Sum | 430 | 27574000 | 000 | 000 | 000 | 000 |
| | RMVL OF EXISTING BRIDGE | | | | | | | | |
| 0530 | 99.000 | 99.000 | Cubic Yd | 430 | 99000 | 000 | 000 | 000 | 000 |
| | EXCAVATION, CL 20 | | | | | | | | |
| 0540 | 189.100 | 189.100 | Cubic Yd | 430 | 189100 | 000 | 000 | 000 | 000 |
| | STRUCT CONC (BRIDGE) | | | | | | | | |
| 0550 | 47721.000 | 47721.000 | Pound | 430 | 47721000 | 000 | 000 | 000 | 000 |
| | REINFORC STEEL, EPOXY COATED | | | | | | | | |
| 0560 | 182.900 | 182.900 | Linn Ft | 430 | 182900 | 000 | 000 | 000 | 000 |
| | CONC OPEN RAIL, TL-4 | | | | | | | | |
| 0570 | 280.000 | 280.000 | Linn Ft | 420 | 280000 | 000 | 000 | 000 | 000 |
| | CULV, CMP ENT, 24" | | | | | | | | |
| 0580 | 910.000 | 910.000 | Linn Ft | 430 | 910000 | 000 | 000 | 000 | 000 |
| | PILE, STEEL, HP 10X42 | | | | | | | | |
| 0590 | 150.900 | 150.900 | Linn Ft | 430 | 150900 | 000 | 000 | 000 | 000 |
| | CONC ENCASE STEEL H PILE, HP 10X42(P10) | | | | | | | | |

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)
Cordell q. Peterson the president

1. DATE PROJECT ENGINEER CERTIFICATION
 2. DATE CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL
 3. DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL

PETERSON CONTRACTORS INC. (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

 SIGNED CLAIMANT (CONTRACTOR)

Project approved for payment based on the project engineer's certification.
 Project records reviewed. Project records not reviewed. Recommend payment based on the project engineer's certification.

Contract 037149

Voucher No. 15



Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

BRS-CHBP-C085 (155) --GB-85
 Bridge - New / Replacement
 FRANKLIN COUNTY ENGINEER

DATE LAST VOUCHER 08-10-22

MO. DAY YR.

THIS VOUCHER

MO. DAY YR.

| ITEM NO. | DAYS WORKED | | RET. % | QUANTITY AWARDED | QUANTITY AUTHORIZED | UNIT OF MEASURE | FCT. | RURAL PARTICIPATING | RURAL NON-PARTICIPATING | URBAN PARTICIPATING | URBAN NON-PARTICIPATING |
|--|-------------|---------|---------|------------------|---------------------|-----------------|------|---------------------|-------------------------|---------------------|-------------------------|
| | LAST VOUCH. | AUTH. | | | | | | | | | |
| 0600 | 67.0 | 93.0 | 3.000 | 30.000 | 30.000 | Line Ft | 418 | 30000 | 000 | 000 | 000 |
| SUBDRAIN, CMP. 12" | | | | | | | | | | | |
| 0610 | 4.000 | 4.000 | Each | 4.000 | 4.000 | Each | 419 | 4000 | 000 | 000 | 000 |
| STEEL BEAM G'RAIL BAR TRANS SECT., BA-2 O1 | | | | | | | | | | | |
| 0620 | 4.000 | 4.000 | Each | 4.000 | 4.000 | Each | 419 | 4000 | 000 | 000 | 000 |
| STEEL BEAM G'RAIL END ANCHOR, BOLTED | | | | | | | | | | | |
| 0630 | 4.000 | 4.000 | Each | 4.000 | 4.000 | Each | 419 | 4000 | 000 | 000 | 000 |
| STEEL BEAM G'RAIL TGMT END TERM, LS-62 S | | | | | | | | | | | |
| 0640 | 646.100 | 646.100 | Sq Yard | 646.100 | 646.100 | Sq Yard | 410 | 500000 | 000 | 000 | 000 |
| ENGINEER FABRIC | | | | | | | | | | | |
| 0650 | 589.000 | 589.000 | Ton | 589.000 | 589.000 | Ton | 410 | 476920 | 000 | 000 | 000 |
| REVTMENT, CLASS E | | | | | | | | | | | |
| 0660 | 436.500 | 436.500 | Sq Yard | 436.500 | 436.500 | Sq Yard | 410 | 435970 | 000 | 000 | 000 |
| RMVL OF PAV'T | | | | | | | | | | | |
| 0670 | 4.620 | 4.620 | Station | 4.620 | 4.620 | Station | 442 | 5760 | 000 | 000 | 000 |
| PAINTED PAV'T MARK, WATERBORNE/SOLVENT | | | | | | | | | | | |
| 0680 | 4.000 | 4.000 | Each | 4.000 | 4.000 | Each | 401 | 4000 | 000 | 000 | 000 |
| SAFETY CLOSURE | | | | | | | | | | | |

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)
 Cordell q. Peterson the President

1. DATE PROJECT ENGINEER CERTIFICATION

2. DATE CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL

3. DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL

CERTIFICATION FOR HOURS AND LABOR APPLIES ONLY TO FEDERAL PARTICIPATING PROJECT.

PETERSON CONTRACTORS INC. (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

[Signature] SIGNED CLAIMANT (CONTRACTOR)

Contract 037149

Voucher No. 15



Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

BRS-CHBP-C085 (155) --GB-85
 Bridge - New / Replacement
 FRANKLIN COUNTY ENGINEER

DATE LAST VOUCHER 08-10-22

MO. DAY YR.

THIS VOUCHER

MO. DAY YR.

| ITEM NO. | DAYS WORKED | | RET. % | CONTRACTOR NO. 35350 | PETERSON CONTRACTORS INC | REINBECK, IA | PARTICIPATING | | |
|----------|--------------|----------|--------|----------------------|--------------------------|--------------|---------------------|-------------------------|---------------------|
| | LAST VOUCHER | AUTH. | | | | | RURAL PARTICIPATING | RURAL NON-PARTICIPATING | URBAN PARTICIPATING |
| 0690 | 67.0 | 93.0 | 3.000 | 401 | 4000000 | 000 | 000 | 000 | 000 |
| 0700 | 4000.000 | 4000.000 | | 401 | 53375000 | 000 | 000 | 000 | 000 |
| 0710 | 0.400 | 0.400 | | 448 | 500 | 000 | 000 | 000 | 000 |
| 0720 | 0.400 | 0.400 | | 448 | 000 | 000 | 000 | 000 | 000 |
| 0730 | 240.000 | 240.000 | | 448 | 185000 | 000 | 000 | 000 | 000 |
| 0740 | 240.000 | 240.000 | | 448 | 000 | 000 | 000 | 000 | 000 |
| 0750 | 200.000 | 200.000 | | 448 | 120000 | 000 | 000 | 000 | 000 |
| 8001 | 1.000 | 1.000 | | 448 | 1000 | 000 | 000 | 000 | 000 |
| 8002 | 25.000 | 25.000 | | 448 | 25000 | 000 | 000 | 000 | 000 |

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)
Cordell q. Peterson the president

- DATE PROJECT ENGINEER CERTIFICATION
- DATE CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL
- DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL

Project records reviewed.
 Project approved for payment based on the project engineer's certification.

(contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

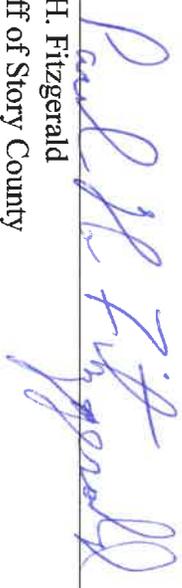
[Signature]
 SIGNED CLAIMANT (CONTRACTOR)

Certificate of Appointment Civil Process Server

STATE OF IOWA, STORY COUNTY, ss.

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

Given under my hand this 17th day of November, A.D. 2022.


Paul H. Fitzgerald
Sheriff of Story County

STATE OF IOWA, STORY COUNTY, ss.

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


Angela J. Woster
Detention Officer

Subscribed and sworn to before me this 17th day of November, 2022.


Diane Hobart

Notary

Above appointment approved by the Board of Supervisors of Story County, Iowa, this 22nd day of November, A.D. 2022.


Vice Chairperson to the Board of Supervisors



Certificate of Appointment Civil Process Server

STATE OF IOWA, STORY COUNTY, ss.

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

Given under my hand this 17th day of November, A.D. 2022.


Paul H. Fitzgerald
Sheriff of Story County

STATE OF IOWA, STORY COUNTY, ss.

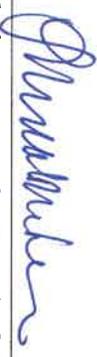
I, Kyle J. Hack, having been appointed a Civil Process Server of Story County, under Paul H. Fitzgerald, Sheriff of Story County, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Iowa; and that I will faithfully and impartially, to the best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


Kyle J. Hack
Detention Officer

Subscribed and sworn to before me this 17th day of November, 2022.


Notary

Above appointment approved by the Board of Supervisors of Story County, Iowa, this 22nd day of November, A.D. 2022.


Chairperson to the Board of Supervisors



Provider Agreement

THIS AGREEMENT is entered into by and between Story County (Story County Sheriff's Office Jail Division), whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as "County", and ^{Jaime} ~~Johnson~~ hereinafter referred to as "Provider", whose mailing address and telephone number is 1412 meadowlane Ave.
Telephone 515-451-8311 Ames, IA 50010

1. **PURPOSE AND INTENT.** The purpose of the agreement is for the Provider to provide cosmetology hair care services to the inmate population of the Story County Jail.
2. **FEES, EXPENSES & COMPENSATION.** Provider may charge an individual per inmate haircut fee of \$25.00 for professional services necessary in the terms of this Agreement. Provider agrees that the individual per inmate haircut fee shall be totaled per visit and shall be the Provider's sole compensation for professional services and work performed per visit because of this Agreement. The Provider may ask to renegotiate the rate of the individual haircut fee, due to changes in current market rates, by giving 30 days written notice to the County. The Provider understands that the County reserves the right to request additional specific information in assessing 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. The Provider shall maintain all licensing and training required by the State of Iowa to provide professional cosmetology services. It is also understood that the provider will supply all equipment and supplies (with the exception of haircut chair provided by the County) needed to facilitate hair care services to the County (Story County Sheriff's office Jail Division). 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. The parties agree that this is a **non-exclusive agreement**, meaning the County may hire additional Providers to perform the same service if deemed necessary.
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 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 the purpose 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 and jail facility rules. 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 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 and jail facility rules 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.

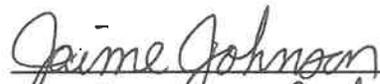
This agreement and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.

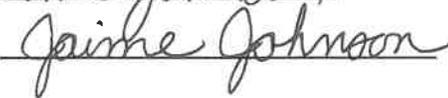
STORY COUNTY, IOWA (County)

By: 

V106 Chairperson of the Board of Supervisors

Dated: 11-22-22

 (Provider)

By: 

Dated: 11-17-22

STORY COUNTY UTILITY PERMIT

Date 11/10/22

To the Board of Supervisors, Story County, Iowa:

The Consumers Energy Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at 2074 242nd St, Marshalltown, IA 50158, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of electric on secondary route 673rd Ave. From 21784 across the road to the west side of 673rd Ave.a distance of 70 feet.

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

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

9. Noncompliance with any of the terms of permit, or agreement, may be considered cause for shut down of utility construction operations, or revocation of the permit.

10. The following special requirements, if applicable, shall apply to this permit:

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed on top of the road shoulder so as to be within approximately two-feet of the pavement edge.

Whenever the route of the proposed cable line runs along a dirt or gravel surfaced highway, the location of said cable shall be constructed on top of the road surface and as near possible to the shoulder line

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

The crossing of the cable line from one side of the highway to the other shall be accomplished at a near right angle rather than diagonally so as to disturb the roadbed of the traveled way as little as possible.

Whenever the route of the proposed cable line is to cross a paved highway, such crossing shall be in a bored hole rather than open cuttrench.

Date 10-19-22

Consumers Energy
Name of Company (Applicant - Permittee)


by _____ Phone no. 641-485-4064

Recommended for Approval:

Date 11-10-22


County Engineer _____ Phone no. 515-382-7355

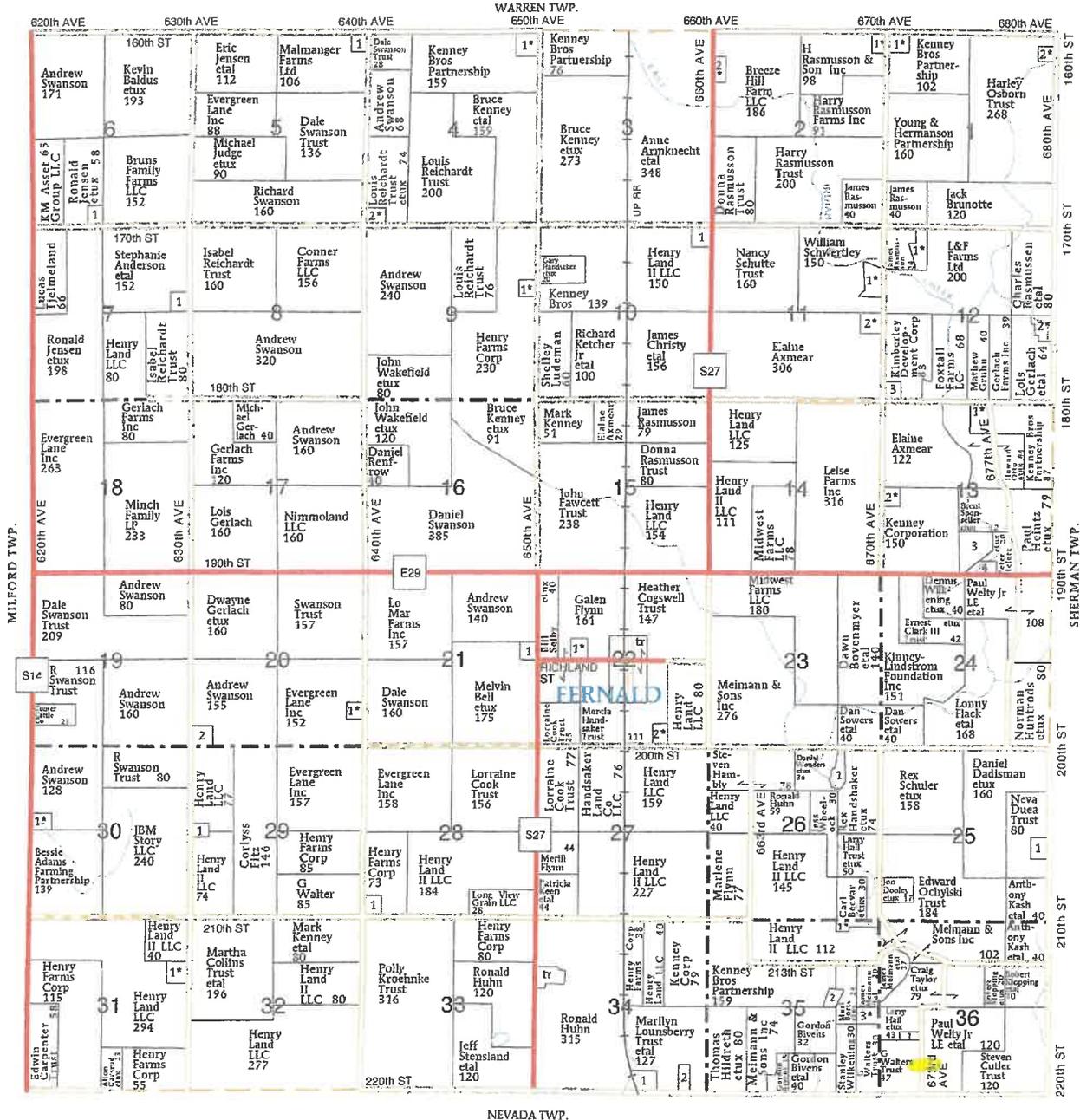
Approved:

Date 11-22-22


Chair, Board of Supervisors _____
Story County, Iowa

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

(Landowners)



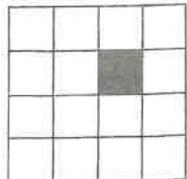
- RICHLAND TOWNSHIP**
- SECTION 1**
1. Campbell, Kirk etux 11
 2. Rasmussen, Logan etux 8
- SECTION 2**
1. Thompson, Kenneth etux 5
 2. Uhlenhopp, Darrow etux 6
- SECTION 4**
1. Krause, Adam etux 10
 2. Bark, Jonathan etux 6
- SECTION 5**
1. Cox, Michael 6

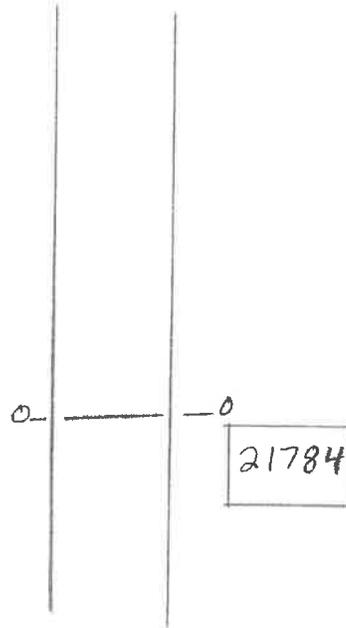
- SECTION 6**
1. Crawford Premium Pork LLC 7
- SECTION 7**
1. Kruzic, Barbara 8
- SECTION 9**
1. Koudelka, Darryl etux 6
- SECTION 10**
1. Longview Pork LLC 7
- SECTION 11**
1. Rugg, Diane etal 10
 2. Hayes, Mark etux 10
- SECTION 12**
1. Little, John etux 14
 2. Schuster, Allan etux 13

- SECTION 13**
1. Bergeson, Mark 6
- SECTION 22**
1. Black, Derrick etal 22
 2. Zeisneiss, Clark etux 6
 3. Handsaker, Larry 14
 4. County of Story 5
- SECTION 20**
1. Dewell, Grant etux 5
- SECTION 21**
1. Griffin, Shane 5
- SECTION 21**
1. Sampson, Todd 5
- SECTION 22**
1. Flynn, Todd etux 7
 2. Handsaker, Gary etal 9

- SECTION 25**
1. Parcel, Joshua 6
- SECTION 26**
1. Wonders Trust, Danial 6
- SECTION 28**
1. Longview Pork LLC 7
- SECTION 29**
1. Longview Pork LLC 7
- SECTION 30**
1. Couser, William etux 8
- SECTION 31**
1. Henry, Steve etux 10
- SECTION 34**
1. Williams, Derek 14

- SECTION 35**
1. Interstate Power Light Co 8
- SECTION 35**
1. Becvar, Carl etux 8
 2. Cline, Douglas 5
 3. Hall, Larry etux 10
- SECTION 36**
1. Morris, Melissa 8





Install new poles on the East and West side of the road and install wire across the road with a minimum height of 18 feet.

STORY COUNTY UTILITY PERMIT

Date 11/14/22

To the Board of Supervisors, Story County, Iowa:

The Consumers Energy Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at 2074 242nd St, Marshalltown, IA 50158, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of electric on secondary route 560th Ave. From the east side of the road under to the new house 32603 on the west a distance of 100 ft.

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

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

9. Noncompliance with any of the terms of permit, or agreement, may be considered cause for shut down of utility construction operations, or revocation of the permit.

10. The following special requirements, if applicable, shall apply to this permit:

Whenever the route of the proposed cable line runs along a paved secondary highway, the location of said cable shall be constructed on top of the road shoulder so as to be within approximately two-feet of the pavement edge.

Whenever the route of the proposed cable line runs along a dirt or gravel surfaced highway, the location of said cable shall be constructed on top of the road surface and as near possible to the shoulder line

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

The crossing of the cable line from one side of the highway to the other shall be accomplished at a near right angle rather than diagonally so as to disturb the roadbed of the traveled way as little as possible.

Whenever the route of the proposed cable line is to cross a paved highway, such crossing shall be in a bored hole rather than open cuttrench.

Date 11-14-22

Consumers Energy

Name of Company (Applicant - Permittee)



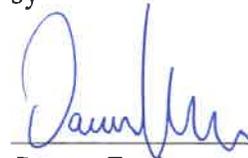
641-485-4064

by

Phone no.

Recommended for Approval:

Date 11-14-22



County Engineer

515-382-7355

Phone no.

Approved:

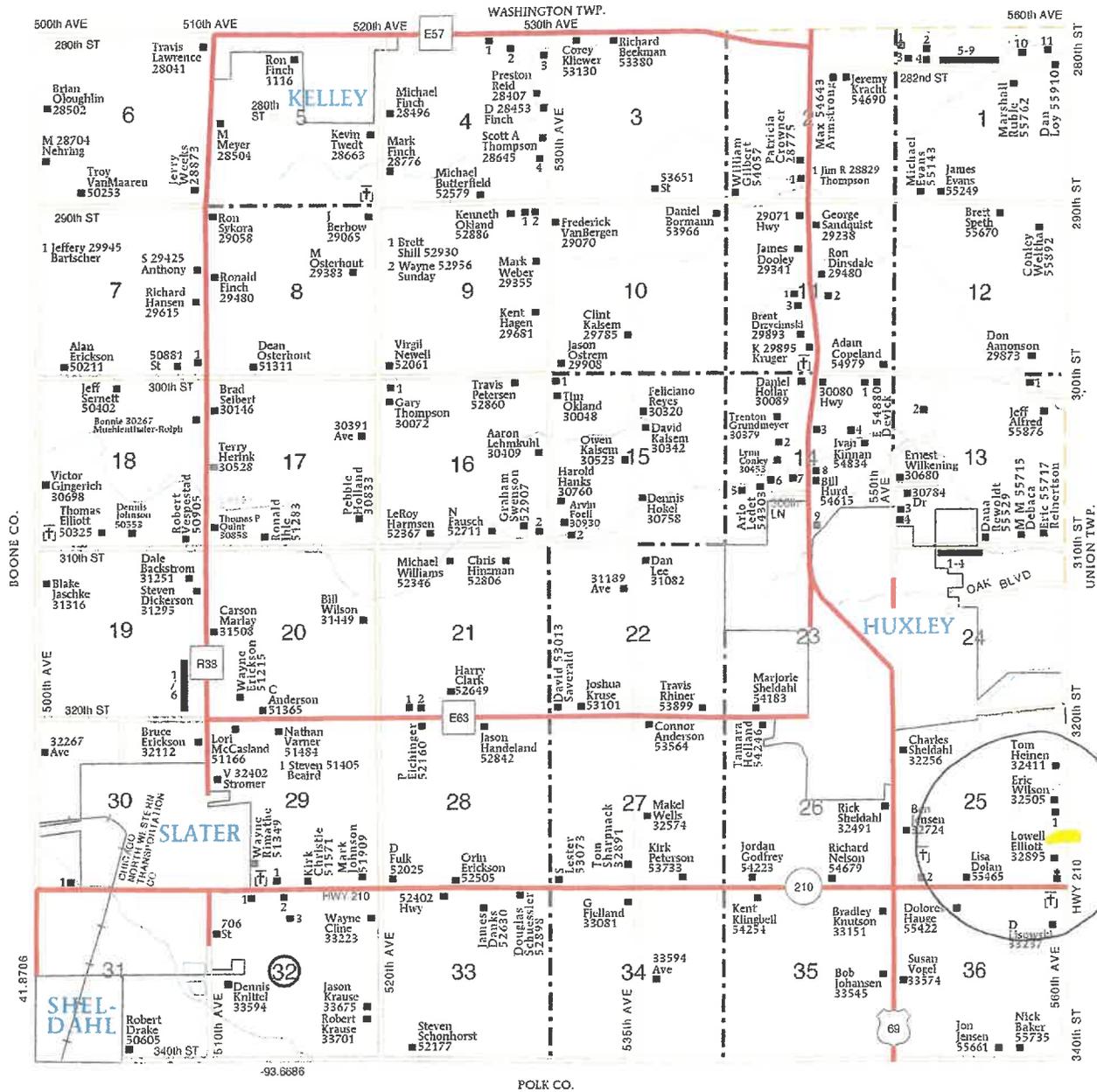
Date 11-22-22



Chair, Board of Supervisors
Story County, Iowa

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

(Residents - Owners or Renters)



PALESTINE TOWNSHIP SECTION 1

- 1 Dougherty, R 55013
- 2 Carter, Steven 28021
- 3 Eller, Jacob 55009
- 4 Schill, Mark 55163
- 5 Hill, Aaron 55269
- 6 Keller, David 55293
- 7 Sullivan, Dan 55327
- 8 Carver, Linda 55529
- 9 Zagar, Ron 55637
- 10 Sorenson, Brian 55735
- 11 Clark, Pamela 55807

SECTION 4

- 1 Roberts, Ted 52650
- 2 Finch, Todd 52724
- 3 Makowski, Andrew 28209
- 4 Dubois, Paul 28735

SECTION 11

- 1 Lee, Roderick 29509
- 2 Burger, Curtis 29514
- 3 Walker, Jessica 29567

SECTION 13

- 1 Dixon, Dennis 55663
- 2 Lee, Charles 30299
- 3 Anderson, Larry 1114
- 4 30938

SECTION 14

- 1 Brixius, Michael 54732
- 2 Rizzo, Donna 30419
- 3 Olmstead, Daniel 30428
- 4 Wombacher, David 54650
- 5 Ledet, Christian 54301
- 6 Stoll, Gerald 54385
- 7 Tapp, Dustin 54419
- 8 Renaud, Sid 54594
- 9 Multin, Charlene 30934

SECTION 15

- 1 Okland, John 30026
- 2 Stanley, Leslie 53105

SECTION 16

- 1 Daugherty, Kent 30048

SECTION 19

- 1 Roelfs, Tyler 31749
- 2 Potter, Charles 50943
- 3 Cockerham, Sara 50948
- 4 Baker, Jason 31862
- 5 Carpenter, Duana 31896
- 6 Drzyzalski, Bruce 31928

SECTION 21

- 1 Stensland, Donald A 52233
- 2 Plach, Andrew 52279

SECTION 24

- 1 Burgher, Robert 55314
- 2 55402
- 3 Peterson, Kris 55418

SECTION 25

- 1 Stall, Nelson 32539
- 2 Gray, Sean 55155

SECTION 30

- 1 Slawson, Terry 50267

SECTION 32

- 1 Ostermeier, Charles 51340
- 2 Reece, Kathleen 51488
- 3 John, Peggy 51506



Wilson Insurance Services, LLC

"Family Owned, Professionally Managed"

Full service insurance: Crop, Farm, Home, Auto & Toys, Semi Trucks

602 N. Main Ave., Huxley, IA 50124

515-597-2140

Tim Wilson twilson@wilsonins.org

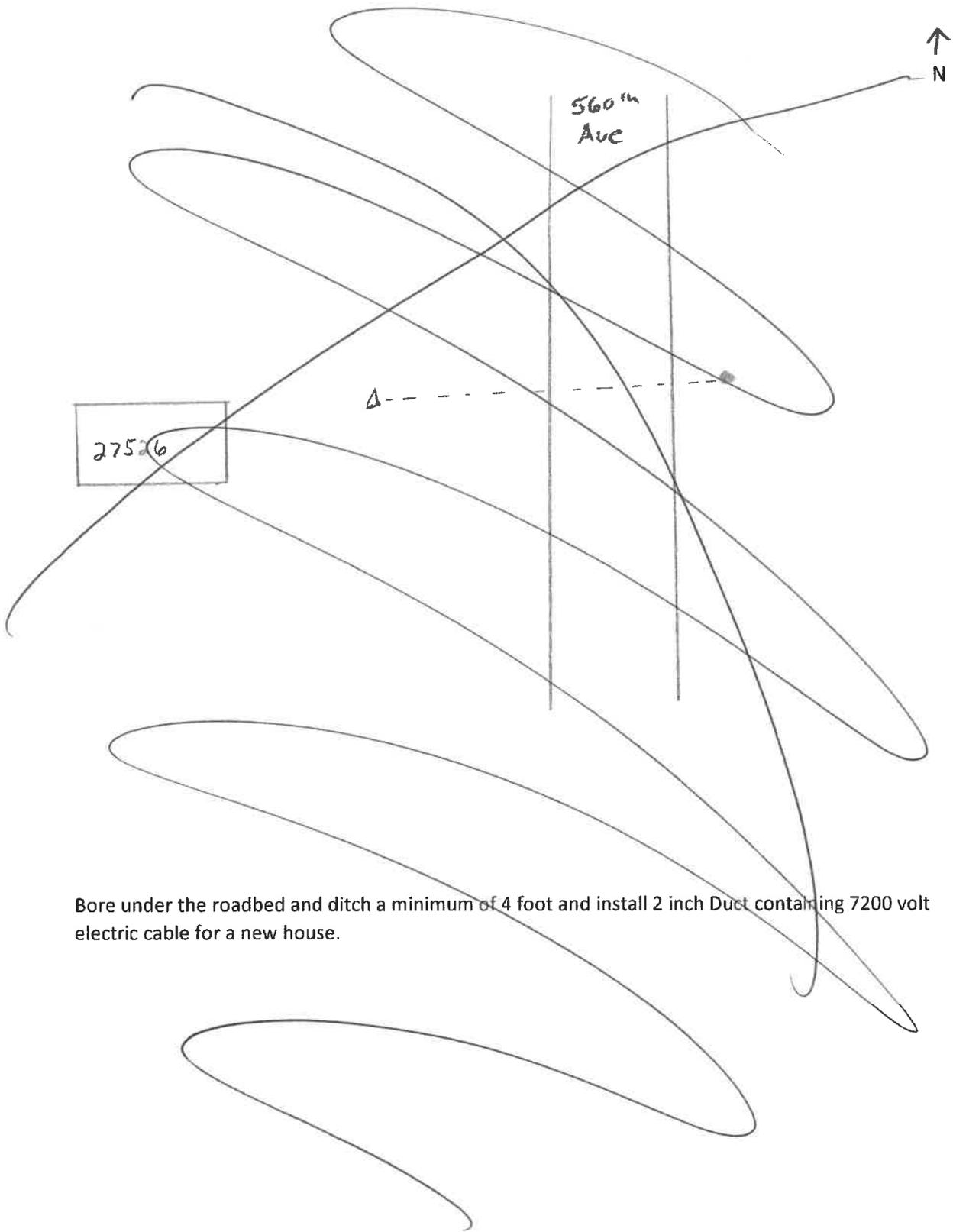
www.wilsonins.org

502 4th Ave. S., Armstrong, IA 50514

712-868-4450

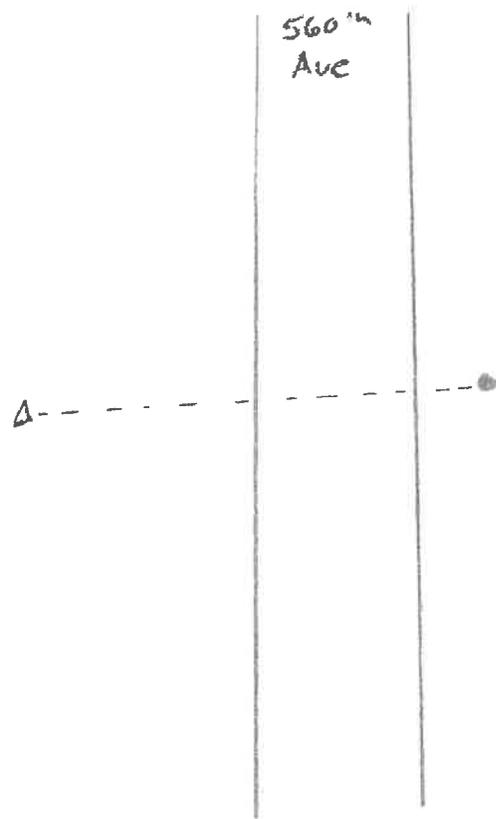
Kevin Laabs klaabs@wilsonins.org

Kim Nielsen knielsen@wilsonins.org



Bore under the roadbed and ditch a minimum of 4 foot and install 2 inch Duct containing 7200 volt electric cable for a new house.

32603



Bore under the roadbed and ditch a minimum of 4 foot and install 2 inch Duct containing 7200 volt electric cable for a new house.

APPROVED
DENIED

Board Member Initials: AME

Story County Human Services Center
 HVAC Equipment Replacement
 Ames, Iowa

Meeting Date: 11-22-22

Follow-up action: _____



100% Construction Documents Cost Opinion
 11/16/2022

| | Units | Unit Cost | Total |
|---|----------|-----------|--------|
| Division 1 - General Conditions | | | |
| General Conditions | | 10% | 54,434 |
| Division 2 - Existing Conditions | | | |
| <i>Building Demolition</i> | | | |
| Remove Acoustical Ceiling & Salvage for Reuse | 3,200 SF | 1.00 | 3,200 |
| Remove & Dispose of Debris | 3,200 SF | 0.50 | 1,600 |
| Rooftop Equipment Removal | 1 LS | 10,000 | 10,000 |
| Division 3 - Concrete | | | |
| <i>Nothing Required</i> | | | |
| Division 4 - Masonry | | | |
| <i>Nothing Required</i> | | | |
| Division 5 - Metals | | | |
| Steel Angle Support Frames and Deck Infill | 2 EA | 4,000.00 | 8,000 |
| Division 6 - Woods, Plastics and Composites | | | |
| <i>Rough Carpentry</i> | | | |
| Misc Blocking and Framing at each new RTU curb | 2 EA | 1,000.00 | 2,000 |
| Division 7 - Thermal & Moisture Protection | | | |
| <i>Thermoplastic Membrane Roofing</i> | | | |
| Roof System Repairs at each new RTU curb | 2 EA | 4,000.00 | 8,000 |
| Division 8 - Openings | | | |
| <i>Nothing Required</i> | | | |
| Division 9 - Finishes | | | |
| Acoustical Ceiling Remove and Replace | 1,750 SF | 4.00 | 7,000 |
| Acoustical Ceiling Remove and Reinstall | 1,450 SF | 2.00 | 2,900 |
| Division 10 - Specialties | | | |
| <i>Nothing Required</i> | | | |
| Division 11 - Equipment | | | |
| <i>Nothing Required</i> | | | |
| Division 12 - Furnishings | | | |
| <i>Nothing Required</i> | | | |
| Division 13 - Special Construction | | | |
| <i>Nothing Required</i> | | | |



| | Units | | Unit Cost | Total |
|---|-------|----|------------|---------|
| Division 14 - Conveying Equipment | | | | |
| <i>Nothing Required</i> | | | | |
| Division 21 - Fire Suppression | | | | |
| Sprinkler removal and replacement for unit removal | 1 | LS | 20,000 | 20,000 |
| Division 22 - Plumbing | | | | |
| <i>Nothing Required</i> | | | | |
| Division 23 - Heating, Ventilating and Air Conditioning (HVAC) | | | | |
| Water source heat pumps (Mat & Lab) | 1 | LS | 270,360.00 | 270,360 |
| Dedicated outside air unit (Mat & Lab) | 1 | LS | 78,520.00 | 78,520 |
| Make-up air unit (Mat & Lab) | 1 | LS | 16,760.00 | 16,760 |
| Humidifiers (Mat & Lab) | 1 | LS | 2,940.00 | 2,940 |
| Testing and Balancing | 1 | LS | 30,000.00 | 30,000 |
| Controls | 1 | LS | 51,300.00 | 51,300 |
| Division 26 - Electrical | | | | |
| Electrical (Mat & Lab) | 1 | LS | 31,760.00 | 31,760 |
| Division 27 - Communications | | | | |
| <i>Nothing Required</i> | | | | |
| Division 28 - Electronic Safety and Security | | | | |
| <i>Nothing Required</i> | | | | |
| Division 31 - Earthwork | | | | |
| <i>Nothing Required</i> | | | | |
| Division 32 - Exterior Improvements | | | | |
| <i>Nothing Required</i> | | | | |
| Sub-Total of Direct Costs | | | | 598,774 |
| Contractors Overhead & Profit | | | 10% | 59,877 |
| Subtotal of Construction Cost | | | | 658,651 |
| Contingency | | | 5% | 32,933 |
| Total of Project Cost Opinion | | | | 691,584 |

Project Manual

General, Mechanical and Electrical Construction

Project Title Story County Human Services Center
HVAC Equipment Replacement
126 South Kellogg Avenue
Ames, Iowa 50010

Owner Story County Board of Supervisors
900 Sixth Street
Nevada, Iowa 50201

Architect Roseland Mackey Harris Architects PC
1615 Golden Aspen Drive, Suite 110
Ames, Iowa 50010
Phone: (515) 292-6075

*Mechanical &
Electrical Engineer* Brewer Engineering Consultants, PLC
905 Washington Ave SE
Bondurant, IA 50035
Phone: (515) 957-8806
Fax: (515) 957-8816

Project Manual Issue date: November 23, 2022

Pre-bid date: Thursday December 8, 2022 at 2:00 PM
Project Location
126 South Kellogg Ave
Ames, Iowa 50010

Bid date **Tuesday December 20, 2022 at 9:00 am**

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**SECTION 001113
ADVERTISEMENT FOR BIDS**

STORY COUNTY BOARD OF SUPERVISORS, IOWA

STORY COUNTY HUMAN SERVICES CENTER HVAC EQUIPMENT REPLACEMENT

1.01 NOTICE

- A. Sealed proposals for alterations at the Story County Human Services Center, 126 South Kellogg Avenue, Ames, IA 50010, will be received by the Story County Board of Supervisors, at the office of the Story County Auditor, until 9:00 A.M., on the 20th day of December, 2022. Said proposals will be publicly opened and tabulated at the Board of Supervisors regularly scheduled meeting at 10:00 A.M. on said date. Immediately following the conclusion of said bid opening, or at such later time as the Board of Supervisors may determine, said proposals will be considered and acted upon by the Board.
- B. Bids received after the time and date stated above will not be considered and will be returned to bidder.
- C. Work under this contract includes replacement of rooftop and interior HVAC equipment, associated mechanical and electrical work, repairs to existing membrane roof assemblies, selective interior demolition, replacement of interior finishes and other related work.
- D. Each proposal shall be made on the official bid proposal form prepared for this purpose, which may be obtained from the Architect. Any alteration in the official bid proposal form will entitle the Board of Supervisors at its option to reject the proposal involved from consideration. Each proposal shall be accompanied by a bid bond or a certified check or cashier's check, drawn on a solvent state or national bank, or a certified share draft drawn on a credit union in Iowa, and filed in a sealed envelope separate from the one containing the proposal. The bidder's certified check or bid bond shall be in an amount equal to five percent (5%) of the amount of the proposal, made payable to the Story County, Iowa. The check may be cashed by the Board of Supervisors or the bid bond forfeited to the Board of Supervisors as liquidated damages in the event the successful bidder fails to enter into a contract and file acceptable bonds satisfactory to the Board of Supervisors assuring the faithful fulfillment of the contract and maintenance of said improvements as required by law within 10 days after the acceptance of the successful bidder's proposal.
- E. The Board of Supervisors reserves the right to reject any or all proposals, or to defer action on the proposals for a period of not to exceed 30 days from and after the date and time specified in this notice for receiving proposals.
- F. The successful bidder will be required to furnish a Performance Bond and a Payment Bond, each in an amount equal to 100 percent of the contract price. Said bonds are to be issued by a responsible Surety approved by the Board of Supervisors and shall guarantee that the Principal will promptly make payment to all persons, firms, subcontractors and corporations furnishing materials for or performing labor in the prosecution of the work stated and the faithful performance of the contract and the terms and conditions therein contained and the guarantee that all work performed and materials furnished shall be free from defects for a period of one (1) year from the time of acceptance of said improvements by the Board of Supervisors.
- G. Payment to the Contractor for said improvements will be made in monthly increments based on the estimated progress of the Contractor in performing the contract. Payment will be made from cash on hand and from such other funds as are available to the Board of Supervisors that may be legally used for such purpose.
- H. At least 10 days before each progress payment falls due (but not more often than once a month), the Contractor will submit to the Architect a partial payment estimate filled out and signed by the Contractor covering the work performed during the period covered by the partial payment estimate and supported by such data as the Architect may reasonably require. If payment is required on the basis of materials and equipment not incorporated in the work but delivered and suitably stored at or near the site, the partial payment estimate shall also be

accompanied by such supporting data, satisfactory to the Board of Supervisors, as will establish the Board of Supervisors' title to the material and equipment and protect the Board of Supervisors' interest therein, including applicable insurance. The Architect will, within 10 days after receipt of each partial payment estimate, either indicate in writing approval of payment and present the partial payment estimate to the Board of Supervisors, or return the partial payment estimate to the Contractor indicating in writing the reasons for refusing to approve payment. In the latter case, the Contractor may make the necessary corrections and resubmit the partial payment estimate. The Board of Supervisors will, within 10 days of presentation to the Board of Supervisors of an approved partial payment estimate, pay the Contractor a progress payment on the basis of the approved partial payment estimate.

- I. The Board of Supervisors shall retain from each monthly payment five percent (5.0%) of that amount which is determined to be due according to the estimate of the Architect. The retainage shall constitute a fund for the payment of claims for materials furnished and labor performed on said improvement and will be held and disposed of by the Board of Supervisors as hereinafter provided. Such monthly payment shall in no way be construed as an act of acceptance for any part of the work partially or totally completed. Final payment of the retainage due the Contractor will be made not earlier than 31 days after the final acceptance of said work by the Board of Supervisors subject to the conditions and in accordance with the provisions of Chapter 573 of the Code of Iowa.
- J. Work covered by partial payment shall not be construed as relieving the Contractor of the sole responsibility for the care and protection of the work upon which payments have been made or the restoration of any damaged work, or as a waiver of the rights of the Board of Supervisors to require the fulfillment of all terms of the contract documents. No such partial or final payment will be due until the Contractor has certified to the Board of Supervisors that the materials, labor and services involved in each estimate have been paid for in accordance with the requirements stated in the specifications.
- K. The Contractor shall indemnify and save the Board of Supervisors or the Board of Supervisors' agents harmless from all claims growing out of the lawful demands of subcontractors, laborers, workers, material suppliers and furnishers of machinery, equipment, tools and all supplies incurred in the furtherance of the performance of the work on said improvements. The Contractor shall, at the Board of Supervisors' request, furnish satisfactory evidence that all obligations of the nature designated above have been paid, discharged or waived.
- L. If the Contractor fails to do so, the Board of Supervisors may, after having notified the Contractor, either pay unpaid bills or withhold from the Contractor's unpaid compensation, a sum of money deemed reasonably sufficient to pay any and all such lawful claims until satisfactory evidence is furnished that all liabilities have been fully discharged whereupon payment to the Contractor shall be resumed in accordance with the terms of the contract documents, but in no event shall the provisions of this sentence be construed to impose any obligations upon the Board of Supervisors to either the Contractor, his Surety or any third party. In paying any unpaid bills of the Contractor, any payment so made by the Board of Supervisors shall be considered as a payment made under the contract documents by the Board of Supervisors to the Contractor and the Board of Supervisors shall not be liable to the Contractor for any such payments made in good faith.
- M. By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa, and to Iowa domestic labor, to the extent lawfully required under Iowa statutes provided that the award of contract will be made to the lowest responsible bidder submitting the lowest responsive bid, which shall be determined without regard to state or local laws giving preference to factors other than the amount of the bid.
- N. Work under the proposed contract shall be commenced immediately after the award of the contract and shall be completed and ready for operation not later than 365 calendar days after the notice to proceed, subject to any extension of time which may be granted by the Board of Supervisors.

- O. Before final payment will be made, the Contractor shall file in duplicate with the Board of Supervisors an itemized statement showing the amount of Iowa sales tax and to whom paid on all materials which have become part of the finished work.
- P. Plans and specifications governing the construction of the proposed improvements have been prepared by Roseland Mackey Harris Architects, P.C., which plans and specifications and the official proceedings of the Board of Supervisors referring to and defining said proposed improvements are hereby made a part of this Notice and the proposed contract by this reference, and shall be executed in compliance therewith.
- Q. Prebid conference and site walkthrough has been scheduled for 2:00 p.m. on December 8th, 2022 at the Project Site. General contract and subcontract bidders and suppliers are required to contact the Architect at the following address and phone number no less than one (1) business day before prebid conference date to indicate their intention to attend. Representatives of the Architect will be in attendance. Information relevant to the Bid Documents will be recorded in an Addendum, issued to Bid Document recipients.
- R. Plans, specifications and proposed contract documents are on file with the Architect, for examination by bidders. Copies of said plans, specifications, Form of Proposal blanks and Form of Contract may be obtained from Roseland Mackey Harris Architects, P.C., 1615 Golden Aspen Drive, Suite 110, Ames, Iowa 50010, (515) 292-6075, upon written request and deposit of \$100.00 per set after November 22, 2022. A refund of \$100.00 per document set returned in good and usable condition within 10 days after the date of receiving bids will be returned to the requesting firm.
- S. Bidding Documents may be obtained from Beeline+Blue, 2507 Ingersoll Avenue, Des Moines, IA 50312, (515) 244-1611, www.beelineandblue.com.

END OF NOTICE

**RESOLUTION NO. 23-42
APPROPRIATIONS AMENDMENT**

WHEREAS, Resolution No.22-98 dated June 28, 2022 set appropriations by department for Fiscal Year 2023, and

WHEREAS, Resolution No.23-14 dated August 30, 2022 amended appropriations by department for Fiscal Year 2023, and a clerical error occurred, and

WHEREAS, Resolution No.23-18 dated September 6, 2022 amended appropriations by department for Fiscal Year 2023, and

WHEREAS, Resolution No.23-32 dated October 11, 2022 amended appropriations by department for Fiscal Year 2023, and

WHEREAS, *Iowa Code 331.434(6)* allows, by resolution, increases and decreases in departmental appropriations as long as an expenditure class is not exceeded, and

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Story County, Iowa, to amend department appropriations by the following amounts:

| <u>Dept# & Name</u> | <u>\$ Amount</u> | <u>Dept# & Name</u> | <u>\$ Amount</u> |
|-------------------------|------------------|-------------------------|------------------|
| 24 – IRVM | 20,000 | Countywide Services | (20,000) |

The above resolution was adopted by the Board of Supervisors of Story County, Iowa, on the 22th day of November, 2022 and the Auditor is directed to correct her books accordingly.

[Signature]
VICE Chairperson, Board of Supervisors

Attest: *[Signature]*
County Auditor

| | | | | |
|---------------|----------------|-------|-----|----------|
| ROLL CALL | Latifah Faisal | Yea | Nay | Absent ✓ |
| FOR ALLOWANCE | Lisa Heddens | Yea ✓ | Nay | Absent |
| | Linda Murken | Yea ✓ | Nay | Absent |

ALLOWED BY VOTE
OF BOARD Yea 2 Nay 0 Absent 1
[Signature] Above tabulation made by *[Signature]*
VICE CHAIRPERSON

| PURCHASER <u>Story County</u> | | STREET ADDRESS <u>837 N Ave</u> | | CITY/STATE <u>Nevada, IA</u> COUNTY <u>Story</u> | | PHONE NO. _____ | | F.O.B. AT: <u>Ziegler Branch</u> | |
|--|---|---|--|--|--|---------------------------------------|--|----------------------------------|--|
| POSTAL CODE <u>50201</u> | | EQUIPMENT _____ | | PRODUCT SUPPORT _____ | | INDUSTRY CODE: <u>Public Services</u> | | EST. DELIVERY DATE: _____ | |
| ACCOUNT NUMBER <u>8652700</u> | | Sales Tax Exemption # (if applicable) _____ | | PURCHASER PO NUMBER _____ | | | | | |
| PAYMENT TERMS: (All terms and payments are subject to Finance Company - OAC approval) | | | | | | | | | |
| NET PAYMENT ON RECEIPT OF INVOICE <input type="checkbox"/> | | NET ON DELIVERY <input type="checkbox"/> | | FINANCIAL SERVICES <input type="checkbox"/> | | CSC <input type="checkbox"/> | | LEASE <input type="checkbox"/> | |
| CASH WITH ORDER _____ | | BALANCE TO FINANCE _____ | | CONTRACT INTEREST RATE _____ | | PAYMENT PERIOD _____ | | PAYMENT AMOUNT _____ | |
| NUMBER OF PAYMENTS _____ | | OPTIONAL BUY-OUT _____ | | | | | | | |
| QUANTITY | DESCRIPTION OF EQUIPMENT ORDERED / PURCHASED | | | | | | | PRICE | |
| 10 | 2024 Caterpillar 140 Motor Graders As Quoted | | | | | | | \$ 4,575,000.00 | |
| 1 | **Trade In** 2019 Caterpillar 12M3 AWD Motor Grader s/n N9B00784 | | | | | | | -\$ 197,000.00 | |
| 1 | **Trade In** 2019 Caterpillar 12M3 AWD Motor Grader s/n N9B00786 | | | | | | | -\$ 197,000.00 | |
| 1 | **Trade In** 2019 Caterpillar 12M3 AWD Motor Grader s/n N9B00787 | | | | | | | -\$ 197,000.00 | |
| 1 | **Trade In** 2019 Caterpillar 12M3 AWD Motor Grader s/n N9B00790 | | | | | | | -\$ 197,000.00 | |
| 1 | **Trade In** 2019 Caterpillar 12M3 AWD Motor Grader s/n N9B00793 | | | | | | | -\$ 197,000.00 | |
| 1 | **Trade In** 2019 Caterpillar 12M3 AWD Motor Grader s/n N9B00815 | | | | | | | -\$ 197,000.00 | |
| 1 | **Trade In** 2019 Caterpillar 12M3 AWD Motor Grader s/n N9B00816 | | | | | | | -\$ 197,000.00 | |
| 1 | **Trade In** 2019 Caterpillar 12M3 AWD Motor Grader s/n N9B00828 | | | | | | | -\$ 197,000.00 | |
| 1 | **Trade In** 2019 Caterpillar 12M2 AWD Motor Grader s/n F9B00190 | | | | | | | -\$ 117,000.00 | |
| 1 | **Trade In** 2019 Caterpillar 140M2 AWD Motor Grader s/n M9J00228 | | | | | | | -\$ 107,000.00 | |
| 5 | 7 Year 7,500hr Powertrain + Hydraulics Extended Warranty | | | | | | | \$ 55,300.00 | |
| *****DELIVERY DATE OF NEW UNITS 3/24/24***** | | | | | | | | | |
| YEAR | BILL OF SALE - TRADE-IN EQUIPMENT | SERIAL NO. | SELL PRICE | | | | | | |
| | | | \$ 2,830,300.00 | LESS GROSS TRADE ALLOWANCE \$ _____ | | | | | |
| | | | | OTHER \$ _____ | | | | | |
| | | | \$ 2,830,300.00 | SUBTOTAL \$ _____ | | | | | |
| | | | 0.00% | SALES TAX \$ 0.00 | | | | | |
| | | | | TRADE BALANCE OWED \$ _____ | | | | | |
| | | | | OTHER \$ _____ | | | | | |
| | | | | OTHER \$ _____ | | | | | |
| | | | \$ 2,830,300.00 | TOTAL \$ _____ | | | | | |
| PURCHASER REPRESENTS AND WARRANTS ANY TRADE-IN EQUIPMENT IS FREE OF ALL LIENS, ENCUMBRANCES, LIABILITIES, AND ADVERSE CLAIMS OF EVERY NATURE WHATSOEVER EXCEPT AS NOTED BELOW: | | | TRADE BALANCE OWED \$ _____ | | | | | | |
| GROSS TRADE ALLOWANCE _____ | | | OTHER \$ _____ | | | | | | |
| PAYOUT TO _____ | | | OTHER \$ _____ | | | | | | |
| PURCHASER TO PAYOUT <input type="checkbox"/> | | | ZIEGLER INC. TO PAYOUT <input type="checkbox"/> | | | | | | |
| PURCHASER HEREBY SELLS THE TRADE-IN EQUIPMENT DESCRIBED ABOVE TO ZIEGLER INC. SUBJECT TO THE TERMS ON PAGE 2. | | | | | | | | | |
| <input checked="" type="checkbox"/> NEW EQUIPMENT WARRANTY | | | <input type="checkbox"/> USED EQUIPMENT WARRANTY | | | | | | |
| New equipment is subject to a limited warranty ("Limited Warranty") as provided by the manufacturer or Seller, which will either be included in a written warranty statement with the Product or the manufacturer's standard limited warranty in force when the Product is delivered to Purchaser. Limited Warranties extend only to parts or attachments sold by manufacturer, and Purchaser's failure to follow warranty conditions may result in voiding the Limited Warranty, as further stated on Page 2. Neither manufacturer nor Seller will be responsible for any other warranty. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE DISCLAIMED AS FURTHER STATED ON PAGE 2. | | | ALL WARRANTIES, EXPRESS OR IMPLIED, ARE EXPRESSLY DISCLAIMED AS FURTHER STATED ON PAGE 2. All used equipment is sold "as is with all faults." and no warranty is offered except as specified here: | | | | | | |
| 5 YEAR 5000 HR PREMIER WARRANTY ON ALL 10 NEW UNITS | | | | | | | | | |
| 5 UNITS WITH EXTENDED WARRANTY 7 YEAR 7,500HR POWERTRAIN + HYDRAULICS | | | | | | | | | |
| CSA: _____ | | | | | | | | | |
| NOTES: _____ | | | | | | | | | |

THIS AGREEMENT INCLUDES THE TERMS ON PAGE 2 AND WEBSITES REFERRED TO THEREIN.

ORDER RECEIVED BY _____ ZIEGLER INC. "Seller" _____

RECOMMENDED FOR APPROVAL BY: _____ DATE 11-22-22

REPRESENTATIVE _____

APPROVED BY: Darren Moon DATE 11-22-22

REPRESENTATIVE SIGNATURE _____

BOARD OF SUPERVISORS _____

TERMS

By purchasing or financing the equipment listed on page 1 (collectively, "Products"), Purchaser hereby agrees to the preceding and following terms (collectively, the "Terms").

1. **ACCEPTANCE.** All sales are subject to availability of Products. Seller may accept or reject this agreement and will not be required to give any reason for rejection. Seller rejects any terms submitted by Purchaser not contained herein. Purchaser may issue a purchase order for administrative purposes only, and any terms in any purchase order are rejected, not binding on Seller, and are of no force.
2. **TAXES.** Purchaser agrees to pay all taxes, assessments, licenses, and governmental charges of any kind resulting on account of Purchaser's purchase, possession, or use of Products.
3. **FINANCING.** If Purchaser finances Products, Seller's acceptance of this agreement is subject to the approval of Seller's or Purchaser's lender, and Purchaser shall sign any security agreement and financing statement required by such lender.
4. **ADDITIONAL DOCUMENTATION.** On Seller's request, Purchaser shall, at its sole expense, sign and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this agreement or otherwise required by Seller. If Purchaser fails to sign and deliver such documents or instruments to Seller, the entire balance of the purchase price will, upon Seller's tender of performance and at Seller's option, become immediately due and payable.
5. **SECURITY INTEREST.** To secure Purchaser's prompt and complete payment of any present and future indebtedness of Purchaser to Seller under this agreement, or any document or instrument signed in connection with this agreement, Purchaser hereby grants Seller a security interest, in Products, wherever located, whether now existing or hereafter arising from time to time, and all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. Purchaser acknowledges that the security interest granted under this Section 5 is a purchase-money security interest under applicable law. Seller may file a financing statement to perfect the security interest, and Purchaser shall sign any statements or other documents necessary to perfect Seller's security interest. Purchaser also authorizes Seller to sign, on Purchaser's behalf, statements or other documentation necessary to perfect Seller's security interest. Seller may exercise all rights and remedies of a secured party under applicable law.
6. **TITLE AND RISK OF LOSS; DELIVERY.** Title and risk of loss to Products passes to Purchaser upon Delivery. "Delivery" occurs upon Seller's delivery of the Products to the carrier in the event of shipment, or Purchaser's receipt of Products at Seller's location.
7. **SHIPMENT.** Seller shall deliver Products FOB at the location specified on Page 1. Purchaser shall pay all shipping charges and insurance costs.
8. **INSURANCE.** Upon Delivery, and at all times thereafter while there is any balance due under this agreement, Purchaser shall, at its own expense, have and keep Products insured against loss by fire, theft, collision, vandalism, and any other hazard as Seller may require by an insurance company acceptable to Seller and in an amount no less than the balance due under or in connection with this agreement. On Seller's request, Purchaser shall provide Seller with a certificate of insurance from Purchaser's insurer evidencing the coverages specified in this Section. Purchaser shall provide Seller with 10 business days' advance notice in the event of cancellation or a material change in its policy.
9. **BILL AND HOLD.** If Purchaser requests to be billed prior to Delivery, in its sole determination, notwithstanding any provisions to the contrary herein, Purchaser assumes all risk of ownership and liability for Products as of the date of the invoice, including insuring Products in accordance with Section 8. Purchaser shall indemnify, hold harmless, and defend Seller and its parent, officers, directors, partners, members, shareholders, employees, agents, affiliates, successors, and permitted assigns against any loss or damage to Products between the invoice date and the date and time of Delivery. Purchaser acknowledges, other than Delivery, the transaction with respect to Products is complete, and there are no outstanding obligations preventing Delivery.
10. **DAMAGES; MAXIMUM LIABILITY.** IN NO EVENT WILL SELLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, ENHANCED, INDIRECT, OR PUNITIVE DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION OF VALUE, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR PRODUCTS, REGARDLESS OF: (A) WHETHER THE DAMAGES WERE FORESEEABLE; (B) WHETHER OR NOT SELLER WAS ADVISED OF THE POSSIBILITY OF DAMAGES; AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) ON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL SELLER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR PRODUCTS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO SELLER UNDER THIS AGREEMENT. THE FOREGOING LIMITATIONS APPLY EVEN IF PURCHASER'S REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE.
11. **WARRANTY LIMITATIONS.** Limited Warranties do not apply where Products: (a) are subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper handling, abnormal physical stress, abnormal environmental conditions, or use contrary to any instructions issued by Seller or manufacturer; (b) have been reconstructed, repaired, or altered by any persons other than Seller or its authorized representative; or (c) have been used with any third-party product, hardware, or product that has not been previously approved in writing by Seller. Notwithstanding anything in this agreement to the contrary, Seller's liability under any Limited Warranty is discharged, in Seller's sole discretion and at its expense, by repairing or replacing any defective Products, or crediting or refunding the price of any defective Products, less any applicable discounts, rebates, or credits.
12. **WARRANTY DISCLAIMER.** EXCEPT FOR THE LIMITED WARRANTY IDENTIFIED ON PAGE 1, NEITHER SELLER NOR ANY PERSON ON SELLER'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. PURCHASER ACKNOWLEDGES IT HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF, EXCEPT AS SPECIFICALLY DESCRIBED ON PAGE 1.
13. **TRADE-IN EQUIPMENT.** Purchaser assigns, sells, transfers, and conveys title of any trade-in equipment described on Page 1 ("Trade-In Equipment") to Seller. Purchaser represents to Seller that Purchaser is the lawful owner with full authority to sell and transfer Trade-In Equipment, and that the Trade-In Equipment is free of all liens, encumbrances, liabilities, and adverse claims of every nature except as noted on Page 1. Purchaser shall indemnify, hold harmless, and defend Seller against all claims and demands of all persons who claim any interest to Trade-In Equipment. This Bill of Sale on Trade-In Equipment will be effective as of the time of Delivery to Purchaser of the replacement Products purchased hereunder, or at such earlier time that Seller obtains physical possession of the Trade-In Equipment. All trade-ins are subject to Trade-In Equipment being in "As Inspected Condition" by Seller at the time of Delivery of replacement Products.
14. **DATA AND PRIVACY.** Seller and its partners, affiliates, subsidiaries, and third parties, including but not limited to manufacturers, dealers, and service providers (collectively, "Seller Parties"), collect and share information relating to products, services, and customers as detailed in Seller's Privacy Statement located at www.zieglercat.com/privacy as well as applicable manufacturers' statements, which are hereby incorporated into this agreement by this reference. Manufacturers' statements may be updated at any time without notice. Products equipped with telematics or other tools, applications, or devices to assess information, such as machine locations, operating hours, health of equipment, and basic utilization (collectively "Telematics"), whether manufactured by Caterpillar or by other companies, collect and transmit information to Seller Parties with a legitimate business reason to access the information, including but not limited to providing services and support, developing new products and services, personalizing user experiences, improving products, or compliance with legal obligations. Purchaser understands that Telematics may have been activated on Products by Seller or the manufacturer, and may be subject to or required by specific manufacturer user agreements available to Purchaser upon request. Purchaser consents to the collection, use, storage, processing, sharing, and disclosure of such information by Seller Parties in accordance with this agreement, Seller's Privacy Statement, and applicable manufacturers' statements.
15. **INTELLECTUAL PROPERTY.** All intellectual property rights in the Products, including patents, trademarks, internet domain names, works of authorship, expressions, designs, and design registrations, whether are not copyrightable, trade secrets, and all other intellectual property rights related to or associated with Products (collectively, "Intellectual Property") are the sole and exclusive property of manufacturer. Purchaser will not acquire any ownership interest in any Intellectual Property Rights under this agreement. If Purchaser acquires any Intellectual Property Rights in or relating to any Products by operation of law or otherwise, these rights are deemed and are hereby irrevocably assigned to manufacturer or its licensors, as the case may be, without further action by either party.
16. **ENTIRE AGREEMENT; AMENDMENT.** Purchaser may not revoke its purchase of Products. The order will not be binding upon Seller until it is accepted in writing by an authorized representative of Seller. This agreement, including the purchase order transaction terms on page 1, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, written and oral, regarding such subject matter. No modification of this agreement is effective unless it is in writing and signed by each party.
17. **FORCE MAJEURE.** Seller will not be liable to Purchaser, and will not be deemed to have breached this agreement, for any failure or delay in performing any term of this agreement, to the extent the failure or delay is caused by or results from acts beyond Seller's control, including acts of God, flood, fire, earthquake, explosion, war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest, requirements of law, embargoes or blockades, actions by any governmental authority, national or regional emergencies, labor stoppages or slowdowns or other industrial disturbances, delays in manufacture, supply shortages, or shortages of adequate power or transportation facilities (collectively, "Force Majeure Events"). Any Force Majeure Event that has an adverse effect on Seller's ability to perform will absolve Seller from any liability to Purchaser.
18. **DISPUTES.** This agreement is governed by and to be construed in accordance with the laws of the State of Iowa, without regard to its principles of conflicts of law. If legal action is brought to enforce this agreement, the United State Court for the Northern District Court of Iowa or Polk County District Court (Judicial District 5) will be exclusive jurisdiction and venue for said action unless Seller, in its sole discretion, commences proceedings in a different jurisdiction or venue.
19. **UCC.** All terms used but not defined in this agreement that are defined in the Iowa Uniform Commercial Code, as amended from time to time (the "UCC") have the meaning set forth in the UCC, which changes such meanings, becomes effective.
20. **COUNTERPARTS.** This agreement may be separately signed and delivered, will be deemed to be an original, and all of which will constitute the same agreement.

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

Prepared By: Leanne Lawrie Harter, County Outreach and Special Projects Manager, Story County Board of Supervisors Office,
900 6th Street, Nevada, Iowa 50201 | 515-382-7247 | lharter@storycountyiaowa.gov

Please return to:
Planning and Development

**STORY COUNTY, IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NO. 23-36**

**RESOLUTION APPOINTING THE STORY COUNTY PLANNING AND
DEVELOPMENT DIRECTOR AS THE COMMUNITY RATING SYSTEM (CRS)
COORDINATOR FOR STORY COUNTY, IOWA**

WHEREAS the Board of Supervisors of Story County, Iowa, participates in the National Flood Insurance Program (NFIP) and started participation in the voluntary Community Rating System (CRS) Program in October 2016 as a Class 7 Community and has maintained the Class since that date.

WHEREAS each year Story County must recertify it is continuing to perform the activities for which it is receiving CRS credit. A “cycle verification visit” takes place every few years and is conducted in the form of another verification visit to the community.

WHEREAS once a community receives its initial classification in the CRS, it must continue to implement its credited activities to keep its classification. To ensure this, Story County is responsible for:

- Designating a community CRS Coordinator—someone familiar with the offices that implement CRS activities;
- Cooperating with the ISO/CRS Specialist and the verification procedures
- Recertifying each year that it is continuing to implement its activities
- Advising FEMA and its ISO/CRS Specialist of modifications to its activities
- Keeping elevation certificates, old FIRMs, and old Flood Insurance Studies for as long as Story County is in the CRS;
- Keeping the records iterated in the activities’ documentation sections until they are reviewed at the verification visit;
- Ensuring that flood protection projects and drainage system maintenance activities are compliant with federal environmental and historic preservation requirements; and
- Participating in the cycle verification process.

AND WHEREAS, Story County may apply only for those activities it is actively undertaking and those it knows it can implement in accordance with the Coordinator’s Manual and it is the responsibility of the CRS Coordinator to track and verify all activities and coordinate public outreach.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors appoints the position of the Story County Planning and Development Director as the Community Rating System (CRS) Coordinator effective March 1, 2023.

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

Dated this 22nd day of November 2022.

Mudakhe
Vice Chairperson, Board of Supervisors

Attest:

[Signature]
County Auditor

ROLL CALL
FOR ALLOWANCE

Latifah Faisal Yea__ Nay__ Absent
Lisa Heddens Yea Nay__ Absent__
Linda Murken Yea Nay__ Absent__

ALLOWED BY VOTE
OF BOARD

Yea 2 Nay 0 Absent 1

Mudakhe Above tabulation made by [Signature]
Vice CHAIRPERSON



3775 EP True Parkway, #124, West Des Moines, Ia. 50265
515/221-1961 (phone) 515/707-7451 (cell) 515/598-7897 (fax)
jtorbertidda@gmail.com
www.iowadrainage.org

Date: September 22, 2022

To: Story County Board of Supervisors

From: John T. Torbert, CAE, Executive Director

Re: IDDA Membership

APPROVED **DENIED**
Board Member Initials: AM
Meeting Date: 11-22-22
Follow-up action: _____

IDDA is an outgrowth of an ISAC drainage committee which was created in about 1976. In 1990, a group of county officials from drainage counties decided they wanted to see the issue of drainage get more attention and created the Iowa Drainage District Association as a private not-for-profit organization. For many years, IDDA worked alongside ISAC on drainage issues. That changed however in 1995 when ISAC decided to do away with their own drainage committee and essentially turn all drainage matters over to IDDA.

The association existed without any full-time staff for several years. Again though, the membership wanted the organization to be more of a viable organization and decided to hire its first full time executive director in 2001. John Torbert was hired in May of that year and is the only executive director the association has ever had.

The association has continued to grow and prosper since that time and is now recognized as the ONLY voice representing drainage interests in the state of Iowa. IDDA participates in many committees and task forces representing drainage to our related communities. We are a well-established factor in the legislature, making sure that drainage is protected and improved. We also have a litigation fund that allows us to hire a part-time attorney and participate in legal cases that may have a negative impact on drainage rights.

Benefits of IDDA membership

- Staff solely dedicated to drainage issues, including a part-time attorney, part-time lobbyist, and full time Executive Director
- Access to legal counsel knowledgeable on drainage law
- Quarterly newsletter on drainage topics

- Access to staff knowledge base on drainage issues
- Annual conference in December of each year which provides networking opportunities with other drainage counties and with private sector/industry representatives
- Annual round table with drainage clerks as part of the annual meeting. Many drainage clerks say this is the most valuable meeting they attend each year
- Potential access to legal funding - at discretion of IDDA board – on cases you may be involved in on drainage matters
- Ability to have input into and be part of the legislative policy process
- Written summaries of drainage legislation and its potential impact
- Benefit of representation of a group with one interest and one interest only, drainage. ISAC and Farm Bureau assist on some of these issues but both of them have much larger and more divergent interests in which they are involved.
- Drainage law book which is a compendium of all drainage statutes – this is currently being revised
- Research on drainage related issues
- Annual personal visit from IDDA executive director
- Special informational meeting on drainage related issues
- Membership memos as necessary
- Creation of model resolutions for potential county action

Iowa Drainage District Association
 PO Box 509
 Humboldt, IA 50548

2nd Notice

| |
|-----------|
| Date |
| 8/26/2022 |

John Torbert (515) 221-1961

| |
|---|
| To: |
| Story County Supervisors Story County Courthouse 900 6th St Nevada, IA 50201 |



| Date | Transaction | Amount |
|-------------------|--|-------------------|
| 05/31/2022 | Balance forward | 0.00 |
| 06/01/2022 | INV #6709. --- County Dues, 125,000 @ \$0.03 = 3,750.00 | 3,750.00 |
| 06/01/2022 | INV #6710. --- County Mutual Protect(Optional), 125,000 @ \$0.0125 = 1,562.50 | 1,562.50 |
| Amount Due | | \$5,312.50 |

22 AUG 29 AM 9:53
 \$1021.00 AUDITOR



**IDDA Annual Conference
Friday, December 2, 2022
Starlite Village Hotel
Ft. Dodge, IA.**

- 8:00 a.m. Registration Opens**
- 8:30 a.m. IDDA Annual Business Meeting**
- 9:00 a.m. Drainage clerk's session**
- 9:00 a.m. Chris Hay – Senior Research Scientist - Iowa Soybean Association –
What is happening with drainage water recycling in Iowa – an update**
- 9:40 a.m. Keegan Kult – Executive Director, Ag Drainage Management
Coalition – Success in speeding up the adoption of conservation
drainage practices**
- 10:25 a.m. Break**
- 10:30 a.m. Bill Northey, Executive Director, Iowa Agribusiness Association –
Water policy as seen from different perspectives**
- 11:20 a.m. Sponsor presentations**
- 12:00 p.m. Buffet lunch**
- 1:00 p.m. Adjourn**

(New this year, supervisors will receive 2 ISAC CEU's for conference attendance)



Registration Form - IDDA Annual Meeting
Friday, December 2, 2022
Starlite Village Hotel, Highway 169 & 7 intersection, Ft. Dodge

Name _____

County/Company _____

Address _____

Phone _____

Email _____

Please use one registration form for each person attending. Pre-registration cost is \$65 for IDDA members and \$85 for non-members. On-site registration is \$70 for members and \$90 for non-members. Registration fee includes morning coffee & rolls, noon meal, all conference handouts and conference gift item. Speakers and some sponsors are exempt from the registration fee. On-site registration will also be available. Sorry, we do not accept credit cards.

Send check, warrant or money order to-

IDDA
c/o TP Anderson Company
PO Box 509
Humboldt, IA 50548
Fax – (515) 332-1026

Questions – Contact IDDA Executive Director John Torbert at 515/707-7451 or jtorbertidda@gmail.com

Please return registration form no later than Monday, 11/28 for purposes of meal count. Refunds are possible for weather related issues but are at the discretion of IDDA. Refund requests must be in writing.

Integrated Roadside Vegetation Management Department

Joseph Kooiker-Vegetation Management Biologist

Quarterly Report 11/22/2022

Last Report Given 5/17/2022

- 2022 Weed Commissioner Report/2023 Weed Commissioner Certification Form
 - Record amount of weed pressure
- Brush Spraying Contractors Update
 - B@W Control Specialists in August covered Milford, Franklin, Washington, Grant and Nevada Twp
 - Brush 12 foot tall or less – not on back slopes in front of residences – 317 centerline miles
- FY 2022 End of Year Numbers
- Staffing
 - 1 seasonal position hired in September for fall-winter work
- Seed Harvest
 - Seed mechanically harvested from 2 seed nurseries
 - 1,659 bulk lbs. harvested – waiting on purity tests
 - Hand harvest forbs from volunteer events/staff harvesting
 - 20 different species collected
- Seeding Work – On Going
 - 2 Regrades
 - 2 Miles of Shoulder Work
 - 25 Misc. Cleanouts/Culverts/Etc.
 - Frost Seeding on 20 acres of Natural Area
- Prescribed Fire – snowed out
- Drill and Equipment Rental on the Books
 - 85 acres of CRP to be planted beginning Nov. 15th
- Drainage District Maintenance Program-Winter 2022
 - Brush Pile Cleanup on New Albany # 68
 - Forestry Mulcher on South section of Grant #13 – south of 260th
 - Prepare DD Spray Contract-Summer 2023
- Winter Projects
 - Maintenance and Repairs on Equipment
 - 10 Foot Truax Drill Rebuild
 - IRVM Plan Update
 - Training

IRVM FIELD OPERATIONS COMPARISON BY FISCAL YEAR

| | FY20 | FY21 | FY22 |
|--------------------------------------|-------------|-------------|------------|
| Work Orders Completed | 101 | 82 | 125 |
| Roadside Plantings (sites) | 73 | 62 | 114 |
| Roadside Plantings (acres) | 56 | 19 | 35 |
| Custom Plantings (sites) | 1 | 0 | 2 |
| Custom Plantings (acres) | 5 | 0 | 35.85 |
| Conservation/Other Plantings (sites) | 0 | 4 | 2 |
| Conservation/Other Plantings (acres) | 0 | 13 | 4.5 |
| Roadside Burns (sites) | 0 | 12 | 5 |
| Roadside Burns (acres) | 0 | 24 | 9 |
| Roadside Weeds Sprayed (miles) | 219 | 225 | 231 |
| Foliar Brush Sprayed (miles) | 35 | 17 | 29 |
| Equipment Rentals (landowners) | 26 | 27 | 19 |
| Equipment Rentals (acres) | 222 | 317 | 278 |
| Pounds of Seed Harvested | 116 | 320 | 731 |
| Volunteer Hours | 88 | 155 | 42 |
| Drainage District (amount billed) | \$30,771.32 | \$16,619.47 | \$8,255.47 |
| Drainage District Revenue Received | \$24,758.84 | \$30,351.50 | \$9,938.00 |



Environmental Health Department
Administration Building
900 6th Street, Nevada, Iowa 50201

Phone 515-382-7240
www.storycountyiaowa.gov

Report to the Story County Board of Supervisors November 22, 2022

Aquatic Program

FY 23:

- IDPH FY23 contracts were approved and signed
 - Boone County facilities were added to our contract this year
- All staff needs to get their CPO certifications this year as required by the contract – Laura & I did ours in October and Matt is scheduled for February - they are good for 5 years
- Staff assisted other agencies
 - Worked with IDPH regarding 2 pools: 1) new pool that was not properly registered or approved; and 2) A pool not registered correctly for its use
 - Worked with City of Ames regarding waivers and construction plans
 - Assisted another county health department with inspection training

Complaints & NOV

- 8 nuisance complaint received since last update (1 was in incorporated area)
 - Pumping from creek, air quality concerns, burning and general nuisance concern, housing (mold/bugs)

Indoor Air Quality

- Working with Bryce to promote test kits as stocking stuffer ideas
- Working on our January promotion for radon awareness and testing

Onsite Program

- Permit Info (2022):
 - 77 New & 14 Alteration applications
 - 63 TOT inspections reviews
 - 148 tanks pumped for regular maintenance - plus 39 pumped due to TOT
- Pumper inspections to be done before winter, earlier than normal due to new contract requirements. No longer doing Marshall county inspections.
- Staff is working on ensuring maintenance contracts are in place as required by code, we are updating our materials and process

Tanning Program

FY 23:

- Staff sent out notices to facilities that weren't registered with IDPH

Tattoo Program

FY 23:

- We have assisted another county with tattoo inspection training for their new sanitarian
- FY23 contract was approved and signed with IDPH
 - Added Boone facilities to our contract

Well Program

▪ FY 23:

- 8 well permits issued (1 water supply, 4 geothermal, 3 test wells)
- 42 water samples (34 bacteria / nitrate, 8 arsenic / manganese)
- 6 wells plugged
- 2 Chlorinated
- 0 well rehab
- The GTC Q1 report was submitted October 28th
- FY23 Contract was approved and signed with IDPH
- We are working on revising materials and promotional ideas for GTC

Joint Department Reviews

FY 23:

- 9 Plat & Survey Reviews
- 113 Reviews completed through Citizenserve:
 - 23 Interagency Reviews
 - 21 Plan Reviews
 - 65 Septic & Well Reviews
 - 4 Demolition Permits Reviewed

Department & Staff

- Staff has been involved with several internal county committees including; Safety team, Go Green, Watershed work group, Emergency planning.
- Kimberly took the new TOT course from DMACC in September
- Laura officially started her new Specialist position on September 12th
 - Laura has been training not only with staff, but also by taking various online classes as well recently taking the Basics of Onsite 2-day course at DMACC and DNR New Sanitarian training for wells in September, She obtained her CPO certification in October and is scheduled to take her CLOWTS course and exam in December.
- The vacant part-time administrative position has been posted and we are hoping to fill that position by the first of the year

Miscellaneous & Upcoming

- We have been working with Citizenserve, our online application and payment system for Septics, Wells and Demolitions, to address some concerns and make updates to better facilitate how things work for both applicants and staff.

Submitted by Kimberly Grandinetti on November 17, 2022