

The Board of Supervisors met on 9/19/17 at 10:00 a.m. in the Story County Administration Building. Members present: Marty Chitty, Lauris Olson, and Rick Sanders with Sanders presiding. (all audio of meetings available at storycountyiowa.gov) Sanders asked to move the public hearings items to the beginning of the agenda. The Board concurred and to work in the Asset vacancy.

PROCLAMATION OF SEPTEMBER 2017 AS NATIONAL VOTER REGISTRATION MONTH AND 9/26/17 AS NATIONAL VOTER REGISTRATION DAY – Sanders read the proclamation. Lucy Martin, Auditor, reported on the registration deadline for the upcoming city election, and the efforts of the League of Women Voters of Ames and Story County on 9/26/17. Martin listed the methods available for voter registration and where to find registration forms. Olson moved, Chitty seconded the approval of the Proclamation of September 2017 as National Voter Registration Month and 9/26/17 as National Voter Registration Day. Motion carried unanimously (MCU) on a roll call vote.

RESOLUTION#18-32, APPROVING A LOAN AGREEMENT AWARDING THE SALE AND AUTHORIZING THE ISSUANCE OF A \$1,500,000.00 URBAN RENEWAL TAX INCREMENT REVENUE BOND, SERIES 2017, PLEDGING TO THE PAYMENT OF THE BOND FUNDS AND PORTIONS OF TAXES CREATED PURSUANT TO THE AUTHORITY OF SECTION 2 OF §403.19 OF THE CODE OF IOWA, PROVIDING FOR THE SECURING OF THE BOND AND CERTIFYING THE BOND TO THE COUNTY AUDITOR, ALL FOR URBAN RENEWAL PURPOSES OF STORY COUNTY, IOWA – Leanne Harter, County Outreach and Special Projects Manager, stated the funding is for Phase Two of the Tedesco Environmental Learning Center. She provided a process overview and timeframe. Bids were received for a ten-year payment schedule. Sanders opened the public hearing at 10:06 a.m., and, hearing none, he closed the public hearing at 10:06 a.m. Olson moved, Chitty seconded the Resolution #18-32, Approving a Loan Agreement Awarding the Sale and Authorizing the Issuance of a \$1,500,000.00 Urban Renewal Tax Increment Revenue Bond, Series 2017, Pledging to the Payment of the Bond Funds and Portions of Taxes Created Pursuant to the Authority of Section 2 of §403.19 of the *Code of Iowa*, Providing for the Securing of the Bond and Certifying the Bond to the County Auditor, All for Urban Renewal Purposes of Story County, Iowa, to Exchange State Bank at a fixed interest rate of 2.65% for ten years. Roll call vote. (MCU)

FIRST CONSIDERATION OF ORDINANCE NO. 263, AMENDING CERTAIN BOUNDARIES OF THE OFFICIAL ZONING MAP OF STORY COUNTY, IOWA, FOR RESOLUTION #18-35, THE PROPOSED DAYTON PARK MAJOR SUBDIVISION PRELIMINARY PLAT – GIBBONS REZONING – Emily Zandt, County Planner, reported on the application and request, including property location, present zoning, site photos, surrounding zoning, and the Ames Urban Fringe plan. The property in question is in a rural residential area. Zandt reported on key policies for properties with rural designation, including utility providers, surrounding land use, and growth within the area. Zandt provided a review of the standards for approval of rezoning. She listed natural resources, Land Evaluation Site Assessment (LESA) score, subdivision regulations, and traffic and accident counts. She provided comments from the interagency review, and notes added to the plat. Zandt reported on publications sent and public comments received. Neither the City of Ames nor the City of Gilbert stated concerns. Staff recommends approval. The Planning & Zoning (P&Z) Commission had a split vote (3-3) on rezoning request and recommended denying the proposed major subdivision preliminary plat by a 5-1 vote. Zandt stated the Board needs to consider two separate actions: rezoning and subdivision. Sanders asked about P&Z concerns. Jerry Moore, Planning and Development Director, reported. Discussion took place. Chitty spoke about traffic counts. Moore stated five accidents is not alarming. Olson asked about cutting of trees. Moore stated there are no regulations for tree removal. Jeff Gibbons, applicant, reported on tree removal. Gibbons stated it was part of restoration involving a water feature and oak savannah. Sanders asked about the name of the road. Gibbons stated he would like to use Dayton. Olson asked about road signs for private drives. Olson reported on visiting the property. Bob Gibson, applicant representative, reported on the traffic, privacy, and water benefits. Sanders opened the public hearing at 10:55 a.m. Jerry Sloan, Franklin Township, stated plans for development were poorly communicated; he disapproves of the proposal. Lisa Lorenzen, Franklin Township, stated she disapproves of the proposal. Scott Dahl, Franklin Township, stated he disapproves of the proposal. Marty Kelly, Franklin Township, stated he has concerns regarding wastewater. Margaret Jaynes, Environmental Health Director, reported on the design of the septic systems. Kelly questioned water runoff, waste management, and a concern about water feature creation versus the stream. Discussion took place. Jolene Kelly, Franklin Township, stated traffic counts need updating. Liz Pehl, Franklin Township, reported on a concern for the stream and local wildlife. Hearing no further public comments, Sanders closed the public hearing at 11:39 a.m. Discussion took place. Olson moved, Chitty seconded the First Consideration of Ordinance No. 263, Rezoning Map and Set Second Consideration for Tuesday, 10/3/17. Roll call vote. (MCU) Chitty moved, Olson seconded Resolution #18-35 as presented. Roll call vote. (MCU) Lisa Lorenzen, Franklin Township, questioned the easement. Discussion took place.

APPLICANT KIRK YOUNGBERG FOR VACANCY ON THE ANALYSIS OF SOCIAL SERVICES EVALUATION TEAM (ASSET) BOARD – Sanders reported on meeting with Youngberg with Deb Schildroth, Director of External Operations and County Services. The Board asked questions of Youngberg; he provided answers. Olson moved, Chitty seconded the approval of Kirk Youngberg for the ASSET Board. Roll call vote. (MCU) Sanders recessed the meeting at 11:54 am and reconvened it at 11:57 am.

FIRST CONSIDERATION OF ORDINANCE NO. 264, AMENDING CERTAIN BOUNDARIES OF THE OFFICIAL ZONING MAP OF STORY COUNTY, IOWA FOR RESOLUTION #18-36, THE PROPOSED LOWMAN'S 4TH MINOR SUBDIVISION FINAL PLAT – JENSEN REZONING – Emily Zandt, County Planner, reported on location, current zoning, surrounding land use, and utility services. She reviewed maps and site photos, approval standards, and the process. The cities of Ames and Gilbert had no comments; the City of Kelley waived review. Planning and Development staff recommends approval with conditions; the P&Z Commission recommended approval of both the rezoning and the minor subdivision plat. Zandt asked the Board to consider two separate motions. Discussion took place. Ben Jensen, applicant, stated he would like the conditions waived. Sanders opened the public hearing at 12:21 p.m. Dave Lowman, Washington Township, reported his family placed the covenants on the property; he does not want them waived. Sanders stated that is a civil issue with Jensen. Discussions took place. Hearing no further comments, Sanders closed the public hearing at 12:29 p.m. Chitty moved, Olson seconded the First Consideration of Ordinance No. 264, Amending Certain Boundaries of the Official Zoning map of Story County, Iowa and Set Second Consideration for

Tuesday, 10/3/17. Roll call vote. (MCU) Olson moved, Chitty seconded Resolution #18-36 with noted conditions. Roll call vote. (MCU)

QUARTERLY REPORT FROM THE AMES ECONOMIC DEVELOPMENT COMMISSION (AEDC) – Brenda Dryer reported on statistics for unemployment and reported on multiple programs and marketing highlights.

MINUTES: 9/12/17 Minutes and 9/15/17 School Election Canvass Minutes - Olson moved, Chitty seconded approval of the minutes. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) pay adjustment, effective 10/1/17, in a) Attorney's Office for Ethan Anderson @ \$3,413.08/bw; b) Community Services for Erin Rewerts @ \$2,502.83/bw; c) Facilities Management for Jon Eickholt @ \$2,426.36/bw d) Recorder's Office for Debbie Koepp @ \$16.39/hr; e) Sheriff's Office for Marilyn Mosinski @ \$1,947.57/bw; Michael Waldbillig @ \$2,479.44/bw; 2) promotion, effective 10/1/17, in Facilities Management for Kevin Warren @ \$19.83/hr; 3) re-evaluation of position, effective 10/1/17, in Sheriff's Office for Connie Toresdahl @ \$2,646.59/bw. Chitty moved, Olson seconded approval of the personnel actions. Roll call vote. (MCU)

CLAIMS: 9/21/17 Claims of \$1,035,217.62 (run date 9/15/17, 36 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from BooST School Ready Service (\$11,889.45), Central Iowa Drug Task Force (CIDTF) (\$4,465.34), Emergency Management (\$167.57), E911 Surcharge (\$11,409.42), County Assessor (\$2,213.88), and City Assessor (\$12,476.33). Olson asked to remove the claim for 4A Promotions for individual consideration due to conflict of interest. Olson moved, Chitty seconded approval of claims with noted change. Roll call vote. (MCU) Sanders moved, Chitty seconded the approval of 4A Promotions claim. Sanders aye, Chitty aye, Olson abstained. Motion passed.

Olson moved, Chitty seconded the approval of the Consent Agenda with the change of removing Item #2 for individual consideration.

1. FY18 Provider and Program Participation Agreement with Lutheran Services of Iowa, effective 7/1/17-6/30/18
3. Cooperative Agreement 18CRDLWBNNHOOG-0004 between the Iowa Department of Natural Resources and Story County Conservation Board, effective 3/31/17-8/31/18, for stabilization work at West Peterson Park
4. Easement with Iowa Regional Utilities Association to place water line under the Praeri Rail Trail
5. Contract between IP Pathways, LLC. and Information Technology for hardware maintenance, effective 11/1/17-10/31/18, for \$13,249.05
6. Utility Permits: #18-24, #18-25, #18-26
7. Application for an Iowa Department of Public Health (IDPH) grant for six Lucas Assistive Devices for sudden cardiac arrest

Roll call vote. (MCU)

2. Amendment to Agreement between Shive-Hattery, Inc. and Story County Conservation Board for Tedesco Environmental Learning Corridor, Bid Package #1, for an additional \$101,200.00 - Mike Cox, Conservation Director, reported on the request for proposals and the budget. Olson moved, Chitty seconded the approval of the Amendment to Agreement between Shive-Hattery, Inc. and Story County Conservation for the Tedesco Environmental Learning Corridor, Bid Package #1, for an additional \$101,200.00 as presented. Roll call vote. (MCU)

AWARDING LOWEST BID FOR THE STORY COUNTY HUMAN SERVICES CENTER (HSC) GENERATOR INSTALLATION WITH AMENDMENT #1 TO HPC, LLC. AT \$245,000.00 AND CONSIDERATION OF CONTRACT BETWEEN HPC, LLC AND STORY COUNTY FOR THE GENERATOR INSTALLATION AND AMENDMENT #1 (UN-BUDGETED) – Sanders provided background. Jeff Harris, Roseland, Mackey, Harris Architects, reported bid review, meeting with the vendor, and scope of work. Cal Pearson, Facilities Director, reported on funding. Sanders stated the Board is responsible and will determine when the Auditor's Office will prepare the budget amendment. Olson moved, Chitty seconded the approval of awarding lowest bid to HPC, LLC at \$245,000.00 and approval of the contract between HPC, LLC and Story County for the Generator Installation and Amendment #1. Roll call vote. (MCU)

RESOLUTION #18-37, MORNING DOVE RESIDENTIAL PARCEL SUBDIVISION – Emily Zandt, County Planner, reported on property location, current zoning, proposed subdivision, review, and comments. Chitty moved, Olson seconded the approval of Resolution #18-37, Morning Dove Residential Parcel Subdivision, as presented. Roll call vote. (MCU)

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

Olson moved, Chitty seconded to adjourn at 1:06 p.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Agenda
9/19/17

1. CALL TO ORDER: 10:00 A.M.
2. PLEDGE OF ALLEGIANCE:
3. PUBLIC COMMENT #1:
This comment period is for the public to address topics on today's agenda
4. Proclamation Of September 2017 As National Voter Registration Month And 9/26/17 As National Voter Registration Day.

Department Submitting Auditor's Office

Documents:

PROCLAMATION NATIONAL VOTER REGISTRATION MONTH.PDF

5. AGENCY REPORTS:
 - I. Quarterly Report From The Ames Economic Development Commission (AEDC) - Brenda Dryer

Department Submitting Board of Supervisors

Documents:

SUPERVISORSSEPT2017.PDF

6. CONSIDERATION OF MINUTES:
 - I. 9/12/17 Minutes And 9/15/17 School Election Canvass Minutes

Department Submitting Auditor

7. CONSIDERATION OF PERSONNEL ACTIONS:

- I. Action Forms
 - 1)pay adjustment effective 10/1/17 in a)Attorney's Office for Ethan Anderson @ \$3,413.08/bw; b)Community Services for Erin Rewerts @ \$2,502.83/bw; c)Facilities Management for Jon Eickholt @ \$2,426.36/bw d)Recorder's Office for Debbie Koepf @ \$16.39/hr; e)Sheriff's Office for Marilyn Mosinski @ \$1,947.57/bw; Michael Waldbillig @ \$2,479.44/bw; 2)promotion effective 10/1/17 in Facilities Management for Kevin Warren @ \$19.83/hr; 3)re-evaluation of position effective 10/1/17 in Sheriff's Office for Connie Toresdahl @ \$2,646.59/bw

Department Submitting HR

8. CONSIDERATION OF CLAIMS:

- I. 9/21/17 Claims

Department Submitting Auditor

Documents:

CLAIMS 092117.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 FY18 Provider And Program Participation Agreement With Lutheran Services In Iowa Effective 7/1/17 - 6/30/18

Lutheran Services in Iowa-Crisis Child Care(Not to Exceed \$3,000)\$439.42/1 Contact - Primary Treatment Outpatient School-Based Mental Health(for training provided to MY therapists)(Not to Exceed \$2,000)\$59.79/1 Client Hour

Department Submitting Board of SUPervisors

Documents:

LUTHERAN SRV.PDF

II. Consideration Of Amendment To Agreement Between Shive-Hattery, Inc. And Story County Conservation Board For Tedesco Environmental Learning Corridor, Bid Package #1, For An Additional \$101,200

Department Submitting Conservation

Documents:

URGE MEMO TELC AMENDMENT.PDF
TELC AMENDMENT 1.PDF

III. Consideration Of Cooperative Agreement 18CRDLWBNNHOOG-0004 Between The Iowa Department Of Natural Resources And Story County Conservation Board Effective 3/31/17-8/31/18 For Stabilization Work At West Peterson Park

Department Submitting Conservation

Documents:

WEST PETERSON PARK CONTRACT 0004.PDF
URGE MEMO DNR CONTRACT AT WPP.PDF

IV. Consideration Of Easement With Iowa Regional Utilities Association To Place Water Line Under Praeri Rail Trail

Department Submitting Conservation

Documents:

URGE MEMO CIWA EASEMENT ON PRT.PDF
CIWA EASEMENT ON PRT.PDF

V. Consideration Of Contract Between IP Pathways, LLC. And Information Technology For Hardware Maintenance Effective 11/01/17-10/31/18, For \$13,249.05

Department Submitting Information Technology

Documents:

IPPATHWAY.PDF

VI. Consideration Of Utility Permit(S): #18-024: #18-025: #18-026

Department Submitting Engineer

Documents:

UT 18 024.PDF

UT 18 025.PDF

UT 18 026.PDF

VII. Consideration For The Application For An IDPH Grant For Six Lucas Assistive Devices For Sudden Cardiac Arrest

Department Submitting Environmental Health

Documents:

IDPH.PDF

10. PUBLIC HEARING ITEMS:

- I. Consideration Of Resolution#18-32, Approving A Loan Agreement Awarding The Sale And Authorizing The Issuance Of A \$1,500,000 Urban Renewal Tax Increment Revenue Bond, Series 2017, Pledging To The Payment Of The Bond Funds And Portions Of Taxes Created Pursuant To The Authority Of Section 2 Of Section 403.19 Of The Code Of Iowa, Providing For The Securing Of The Bond And Certifying The Bond To The County Auditor, All For Urban Renewal Purposes Of Story County, Iowa - Renee Twedt And Leanne Harter

Department Submitting Board of Supervisors

Documents:

RESOLUTION FOR HEARING TO AUTHORIZE A TAX INCREMENT REVENUE LOAN AGREEMENT.PDF

- II. First Consideration Of Ordinance No. 263, Amending Certain Boundaries Of The Official Zoning Map Of Story County, Iowa For Resolution #18-35, The Proposed Dayton Park Major Subdivision Preliminary Plat-Gibbons Rezoning - Emily Zandt

Department Submitting Planning and Development

Documents:

STAFF REPORT BOS DAYTON.PDF
APPLICANT REZONING NARRATIVE.PDF
DAYTON PARK REZONING MAP.PDF
DAYTON PARK PRELIMINARY PLAT.PDF
ORDINANCE NO 263 DAYTON PARK REZONING.PDF
RESOLUTION 18 35 DAYTON PARK MAJOR SUBDIVISION PRELIMINARY
PLAT.PDF

- III. First Consideration Of Ordinance No. 264, Amending Certain Boundaries Of The Official Zoning Map Of Story County, Iowa For Resolution #18-36, The Proposed Lowman's 4th Minor Subdivision Final Plat – Jensen Rezoning - Emily Zandt

Department Submitting Planning and Development

Documents:

STAFF REPORT BOS LOWMAN 4TH.PDF
LOWMAN 4TH ALTERNATIVE COMPLIANCE REQUEST.PDF
LOWMAN 4TH FINAL PLAT.PDF
LOWMAN 4TH PRELIMINARY PLAT.PDF
ORDINANCE NO 264 LOWMAN 4TH REZONING.PDF
RESOLUTION 18 36 LOWMAN 4TH SUBDIVISION.PDF

11. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Applicant Kirk Youngberg For Vacancy On ASSET

Department Submitting Board of Supervisors

Documents:

ASSET.PDF

- II. Consideration Of Awarding Lowest Bid For The Story County HSC Generator Installation With Amendment #1 To HPC, LLC. At \$245,000. And Consideration Of Contract Between HPC, LLC And Story County For The Generator Installation And Amendment #1 (Un-Budgeted) - Cal Pearson And Jeff Harris

Department Submitting Facilities Mgmt.

Documents:

HSC GENERATOR CONTRACT.PDF

- III. Discussion And Consideration Of Resolution #18-37, Morning Dove Residential Parcel Subdivision - Emily Zandt

Department Submitting Planning and Development

Documents:

MORNING DOVE STAFF REPORT.PDF
FINAL MORNING DOVE SUBDIVISION PLAT.PDF
RESOLUTION 18 37.PDF

12. DEPARTMENTAL REPORTS:

13. OTHER REPORTS:

14. PUBLIC FORUM #2:

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

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

16. 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.

National Voter Registration Month

OFFICIAL PROCLAMATION

WHEREAS, registering to vote empowers eligible citizens to exercise their right to vote on Election Day; and

WHEREAS, while Iowa is one of the nation's leaders in voter registration and voter participation, with more than two million residents currently registered to vote, some eligible citizens have not yet registered; and

WHEREAS, the voter registration process in Iowa is readily available, with applications available through government agencies across the state; and

WHEREAS, the State of Iowa has an online voter registration system enabling citizens with Iowa driver's licenses or non-operator identification cards to register to vote and update their registration status quickly and easily, any time of day; and

WHEREAS, the need for public information and education regarding voter registration is crucial as Iowa voters prepare to take part in the 2017 city elections; and

WHEREAS, we encourage all interested citizens and all appropriate media outlets and civic organizations to participate in this non-partisan voter registration awareness campaign to encourage the maximum participation of qualified voters in Iowa.

NOW, THEREFORE, we, the Board of Supervisors of Story County, do hereby proclaim September 2017 as National Voter Registration Month; and September 26, 2017 as National Voter Registration Day.



Rick Sanders
Chairperson



Martin R. Chitty



Lauris Olson

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared by Emily Zandt, Story County Planning & Development Department, 900 6th St., Nevada, Iowa 50201 515-382-7248

Please return to:
Planning & Development

STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER 18-35

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to subdivide real estate under the ownership of Jeffrey and Mary Gibbons, 2272 Dayton Parkway, Ames, Iowa. The proposed Major Subdivision Preliminary Plat is located at 2272 Dayton Parkway, Ames, Iowa, in Section 24 of Franklin Township and identified as parcel #05-24-200-215, containing approximately 10.91 gross acres hereinafter described on Attachment A and shown on Attachment B, and

WHEREAS, Jeffrey and Mary Gibbons are the legal titleholders of said real estate, and

WHEREAS, it appears that all conditions and requirements prescribed by Chapter 354 and Chapter 355, *Code of Iowa*, and as prescribed by the *Story County C2C Plan* and the *Code of Ordinances, of Story County, Iowa*, have been complied with and met, and

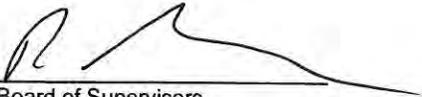
WHEREAS, the Story County Planning and Zoning Commission recommended denial (vote 5-1) of the Major Subdivision Preliminary Plat on September 6, 2017, and

WHEREAS, it is the opinion of the Board of Supervisors of Story County, Iowa, that it is advisable and in the best interests of Story County, Iowa, and all persons concerned, that said Plat be approved, and accepted.

NOW, THEREFORE, BE IT RESOLVED that the Dayton Parkway Major Subdivision Preliminary Plat involving real estate hereinafter described on Attachment A and shown on Attachment B being the same, is hereby approved and accepted and all acts and deeds of the said owners and grantors in the premises are hereby confirmed and approved and the real estate hereinafter described on Attachment A shall hereinafter be known as the Dayton Park Major Subdivision Preliminary Plat.

IT IS FURTHER RESOLVED that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution #18-35 to be affixed to said Major Subdivision Preliminary Plat upon its approval by the Board of Supervisors.

Dated this 19th day of September, 2017.


Board of Supervisors
Story County, Iowa


County Auditor
Story County, Iowa

Moved by: _____
Seconded by: _____
Voting Aye: _____
Voting Nay: _____
Absent: _____

ATTACHMENT A

LEGAL DESCRIPTION:

THAT PART OF THE NORTH HALF (N ½) OF THE NORTH HALF (N ½) OF THE NORTHEAST QUARTER (NE ¼) OF SECTION TWENTY-FOUR (24), TOWNSHIP EIGHTY-FOUR (84) NORTH, RANGE TWENTY-FOUR (24) WEST OF THE 5TH P.M., IOWA, EXCEPT THE WEST 24 ACRES THEREOF, AND LYING SOUTH OF THE CENTERLINE OF THE 60-FOOT STRIP DESCRIBED AS FOLLOWS: A STRIP OF LAND 60.0 FEET WIDE, 30.0 FEET EACH SIDE OF A CENTERLINE BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SECTION 24, TOWNSHIP 84 NORTH, RANGE 24 WEST OF THE FIFTH P.M., STORY COUNTY, IOWA, WHICH IS 30.0 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION: THENCE S89°56'w 62.12 FEET; THENCE WESTERLY 168.4 FEET ALONG A 540.0 FOOT RADIUS CURVE, CONCAVE SOUTHERLY; THENCE S72°04'W 407.37 FEET; THENCE WESTERLY 88.23 FEET ALONG A 350.67 FOOT RADIUS CURVE, CONCAVE NORTHERLY; THENCE WESTERLY 86.73 FEET ALONG A 168.55 FOOT RADIUS CURVE, CONCAVE SOUTHERLY; THENCE S57°00'W 122.36 FEET; THENCE WESTERLY 140.19 FEET ALONG A 765.00 FOOT RADIUS CURVE, CONCAVE NORTHERLY; THENCE S67°30'W 81.71 FEET TO A POINT WHICH IS 386.82 FEET SOUTH OF THE NORTHEAST CORNER OF THE WEST 24.0 ACRES OF THE NORTH 656.0 FEET OF THE SAID NORTHEAST QUARTER.

THE NORTHERLY 30 FEET OF THE REAL ESTATE BEING CONVEYED HEREBY IS SUBJECT TO THE PRIVATE DRIVEWAY WHICH IS 60 FEET IN WIDTH IS DESCRIBED ABOVE; AND EXCEPT THAT TRACT DEEDED TO STORY COUNTY, IOWA, ALONG THE EAST SIDE THEREOF.

PROPERTY LOCATION

Section 24, Township 84 N, Range 24 W

PARCEL IDENTIFICATION NUMBER

#05-24-200-215

**APPLICATION FOR APPOINTMENT
TO BOARDS, COMMISSIONS AND COMMITTEES
ADVISING THE STORY COUNTY BOARD OF SUPERVISORS**



Kirsti Youngberg
NAME

[REDACTED]
ADDRESS

Metalsmith
OCCUPATION

[REDACTED]
ADDRESS AT WORK

[REDACTED]
HOME/CELL PHONE

[REDACTED]
BUSINESS PHONE

EMAIL ADDRESS: [REDACTED]

EDUCATION: *Some College; Apprenticeship + certification in metalsmithing
Drama + grading*

APPROVED **DENIED**

LIST NAMES OF BOARDS OR COMMISSIONS IN ORDER OF PREFERENCE:

Member Initials: *RS*
Meeting Date: *9-19-17*
Follow-up action: _____

1. *ASSET*
2. _____
3. _____

WHY DO YOU WISH TO SERVE ON THIS BOARD?

I was on the Gilbert/Franklin fire/rescue team for 6 years. An old injury and a 3rd kid gave me enough reason to step away from my role here. I have since been wanting to find a way to play an active role as a volunteer in my community.

WHAT QUALIFICATIONS DO YOU FEEL YOU HAVE?

I am inquisitive and eager to understand things that interest me, and I am a "numbers" guy. This commission appears to be a very numbers-heavy area and this intrigues me. I also have a desire to increase my understanding of how local government + civic agencies work and meeting the people who

DO YOU HAVE ANYTHING ELSE TO ADD?

I am happy to answer any more questions you might have + look forward to meeting you all! create the opportunities for progress in our community.

PLEASE SUBMIT COMPLETED APPLICATION TO: **STORY COUNTY BOARD OF SUPERVISORS
STORY COUNTY ADMINISTRATION
900 6TH STREET
NEVADA, IOWA 50201**

THANK YOU FOR YOUR INTEREST IN SERVING STORY COUNTY.

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared by Emily Zandt, Story County Planning & Development Department, 900 6th St., Nevada, Iowa 50201 515-382-7248

Please return to:
Planning & Development

STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER 18-36

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to subdivide real estate under the ownership of Benjamin and Jera Jensen, 708 North Highway 69, Huxley, Iowa. The proposed Minor Subdivision is located in Section 34 of Washington Township and identified as parcels #09-34-460-220, containing approximately 5.53 gross acres hereinafter described on Attachment A and shown on Attachment B, and

WHEREAS, Benjamin and Jera Jensen are the legal titleholders of said real estate, and

WHEREAS, it appears that all conditions and requirements prescribed by Chapter 354 and Chapter 355, *Code of Iowa*, and as prescribed by the *Story County C2C Plan* and the *Code of Ordinances, of Story County, Iowa*, have been complied with and met, and

WHEREAS, the Story County Planning and Zoning Commission recommended approval of the Minor Subdivision Final Plat with an alternative compliance request on September 6, 2017, and

WHEREAS, it is the opinion of the Board of Supervisors of Story County, Iowa, that it is advisable and in the best interests of Story County, Iowa, and all persons concerned, that said Plat be approved, and accepted.

NOW, THEREFORE, BE IT RESOLVED that the Lowman's 4th Subdivision involving real estate hereinafter described on Attachment A and shown on Attachment B being the same, is hereby approved and accepted and all acts and deeds of the said owners and grantors in the premises are hereby confirmed and approved and the real estate hereinafter described on Attachment A shall hereinafter be known as the Lowman's 4th Subdivision.

IT IS FURTHER RESOLVED that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution #18-36 to be affixed to said Minor Subdivision Final Plat upon its approval by the Board of Supervisors.

Dated this 19th day of September, 2017.



Board of Supervisors
Story County, Iowa



County Auditor
Story County, Iowa

Moved by: _____

Seconded by: _____

Voting Aye: _____

Voting Nay: _____

Absent: _____

ATTACHMENT A

LEGAL DESCRIPTION:

Legal Description of Rezoning Area

A replat of Lots 2-7, part of Lot 8 and part of vacated Darlene Road, all in Lowman's 2nd Subdivision, also known as Parcel C in the Southwest Quarter of the Southeast Quarter of Section 34, Township 83 North, Range 24 West of the 5th P.M., Story County, Iowa, as shown on the Plat of Survey filed in Slide 284, Page 3, and being more currently described as follows: Beginning at the Southwest Corner of said Parcel C; thence following the boundary thereof N02°01'06"E, 374.91 feet along the easterly line of Timber Road to the Southwest Corner of Parcel D in said Southwest Quarter of the Southeast Quarter; thence S89°56'53"E, 182.29 feet to the Southeast Corner of said Parcel D; thence following the easterly line thereof N00°46'12"W, 200.44 feet; thence N89°15'43"E, 76.16 feet; thence N00°45'49"W, 136.86 feet to the beginning of a curve; thence northwesterly, 61.03 feet along said curve having a radius of 81.05 feet, concave to the west, a central angle of 43°08'47" and being subtended by a chord which bears N22°18'30"W, 59.60 feet to the Northeast Corner of said Parcel D, said point being on the southeasterly line of Timber Road; thence N46°02'52"E, 49.97 feet along said line to the Northwesterly Corner of Lot 1 in said Lowman's 2nd Subdivision and a point on a curve concave to the west having a radius of 131.05 feet, a central angle of 43°11'05" and being subtended by a chord which bears S22°21'26"E, 96.45 feet; thence southeasterly, 98.77 feet along said curve; thence S00°45'15"E, 259.32 feet to a corner of said Parcel C; thence S88°06'32"E, 189.71 feet to the Northeasterly Corner thereof; thence S00°45'41"E, 448.68 feet to the Southeast Corner thereof; thence N89°54'38"W, 516.15 feet along the south line of said Parcel C to the point of beginning, containing 5.53 acres.

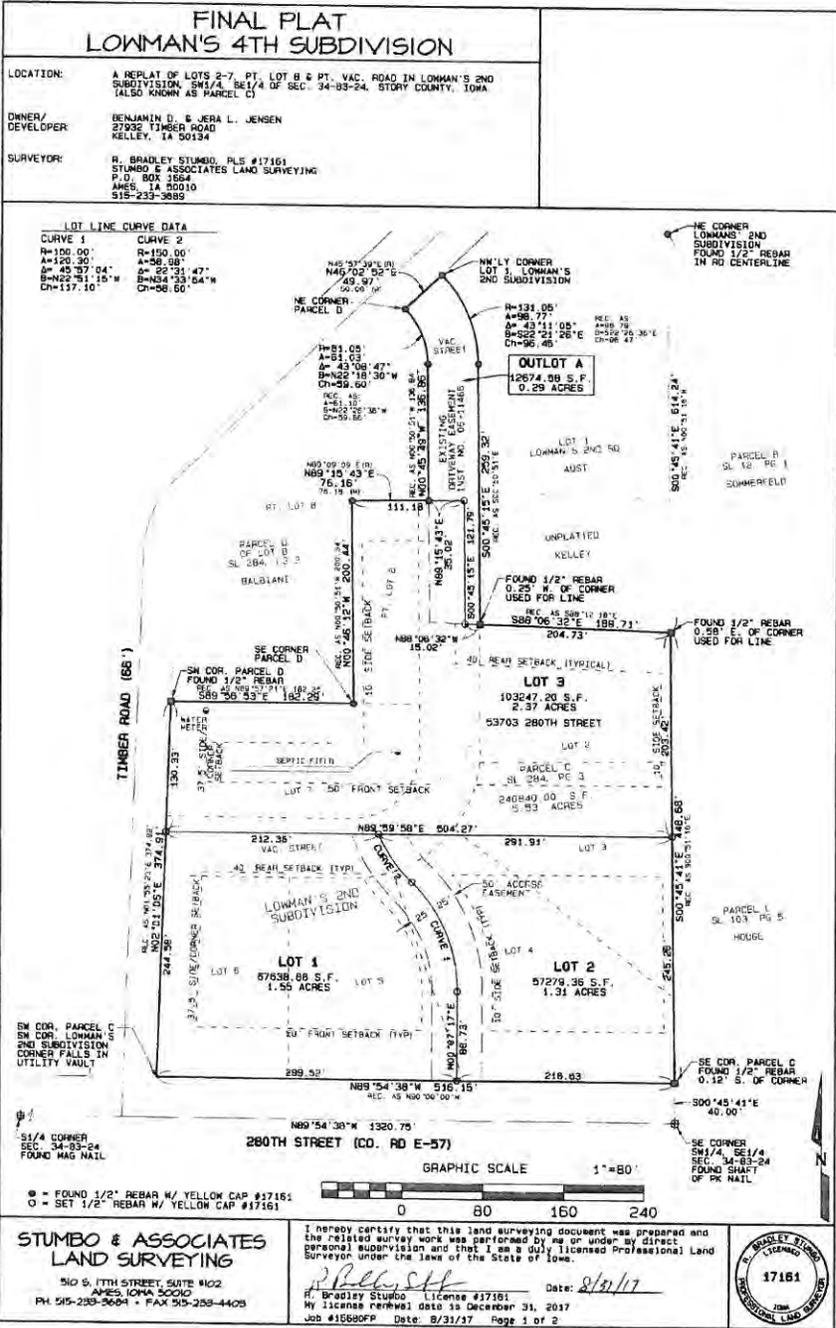
PROPERTY LOCATION

Section 34, Township 83 N, Range 24 W

PARCEL IDENTIFICATION NUMBER

#09-34-460-220

ATTACHMENT B



LOWMAN'S 4TH SUBDIVISION

SURVEY DESCRIPTION - LOWMAN'S 4TH SUBDIVISION:

A replat of Lots 2-7, part of Lot 8 and part of vacated Darlene Road, all in Lowman's 2nd Subdivision, also known as Parcel C in the Southwest Quarter of the Southeast Quarter of Section 34, Township 83 North, Range 24 West of the 5th P.M., Story County, Iowa, as shown on the Plat of Survey filed in Slide 284, Page 3, and being more currently described as follows: Beginning at the Southwest Corner of said Parcel C, thence following the boundary thereof N02°01'06"E, 374.91 feet along the easterly line of Tiber Road to the Southwest Corner of Parcel D in said Southwest Quarter of the Southeast Quarter; thence S69°56'53"E, 182.29 feet to the Southeast Corner of said Parcel D; thence following the easterly line thereof N00°48'12"W, 200.44 feet; thence N89°19'43"E, 76.16 feet; thence N00°45'48"W, 136.86 feet to the beginning of a curve; thence northwesterly, 61.03 feet along said curve having a radius of 81.05 feet, concave to the west, a central angle of 43°08'47", and being subtended by a chord which bears N22°18'30"W, 59.60 feet to the Northeast Corner of said Parcel D, said point being on the southeasterly line of Tiber Road; thence N46°02'52"E, 48.97 feet along said line to the Northwestern Corner of Lot 1 in said Lowman's 2nd Subdivision and a point on a curve concave to the west having a radius of 131.05 feet, a central angle of 43°11'05" and being subtended by a chord which bears S22°21'25"E, 36.45 feet; thence southeasterly, 98.77 feet along said curve; thence S00°45'15"E, 259.32 feet to a corner of said Parcel C; thence S88°06'32"E, 189.71 feet to the Northeastly corner thereof; thence S00°45'41"E, 448.88 feet to the Southeast Corner thereof; thence N89°54'38"W, 516.15 feet along the south line of said Parcel C to the point of beginning, containing 5.53 acres.

DISTRICTS:

AMBULANCE: MARY GRECLEY
FIRE: KELLEY
SCHOOL: BALLARD CSD
ZONING: A-R (AGRICULTURAL-RESIDENTIAL)

NOTES:

1. Lots 1 & 2 will be served by private septic and rural water.
2. Lot 3 is served by private septic and rural water.
3. Easement A is to remain under the existing driveway easement (Inst. No. 06-11456).
4. All new lots shall require an E911 address for inhabited structures, including residences and businesses, telecommunications towers and facilities, and for any public assembly areas including open-air, outdoor activities. E911 addresses shall be assigned by Story County at the request of the property owner.

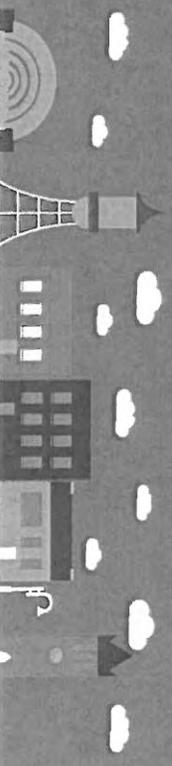
STUMBO & ASSOCIATES LAND SURVEYING

310 S. 17TH STREET, SUITE #102
AMES, IOWA 50010
PH. 515-235-3604 • FAX 515-235-4405

Job #15680FP Date: 8/31/17 Page 2 of 2

STORY COUNTY BOARD OF SUPERVISORS

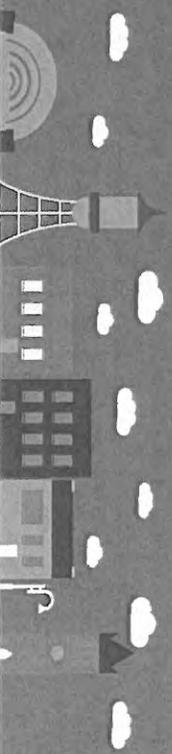
September 19, 2017 Update



A LOOK AT THE NUMBERS.....

- July 2017 Story County Unemployment – 2.4% / State of Iowa – 3.2%
- July 2016 Story County Unemployment – 2.8% / June 2017 Story County Unemployment – 2.6%

	August	YTD
Advanced Manufacturing Sector Partnership Meeting – attendance	7	32
Company Visits	7	22
Total Company Contact/Connections	27	102
Number of Companies	20	69



WORKFORCE SOLUTIONS

- K-12 Engagement
- Summer Internship Program
- Home Base Iowa
- Concierge Assistance Program
- Job Posting Board
- MyIOWAFuture.com (more details in December!)

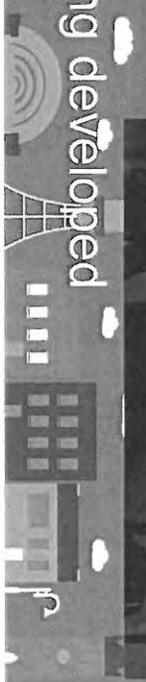
Partner with Iowa Works – September 27th Job Fair



K-12 ENGAGEMENT

- 2017/2018 Enrollments
- SCALE – 51 (6 school districts)
- Business Engagement Collaborative – 25 / 23 businesses
- DMACC Career Academy 184 / 7 Story County School Districts
- SCALE Courses:
 - Business Communication & Technology - REG
 - Multi-Disciplinary Engineering -SBA Architects
 - Renewable Energy & Bio Sciences (Spring)
 - Health & Human Services – MGMC

PROJECTS UNDERWAY – Menu of Offerings being developed



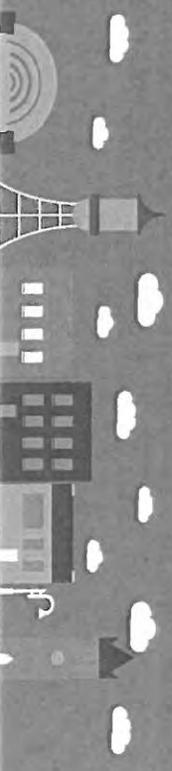
SUMMER INTERNSHIP PROGRAM

Avg. Registration: 139 (high 164 / low 117)

Avg. Business Involved: 19 (high 23 / low 15)

Feedback:

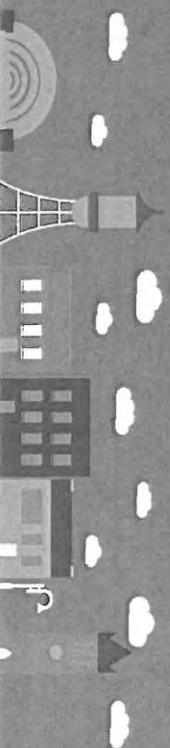
- Most popular event #3 / Successful Career Launch
- Favorite part of events: Speakers
- Willingness to recommend future events to friends: 73%
- Yes or Maybe they "See Themselves in Ames": 85.45%



HOME BASE IOWA



- Home Base Iowa Summit – October 3rd / Camp Dodge
 - *Invitation extended to businesses that have expressed strong interest in hiring veterans*
- Time to “push” program again!
- Enlist more Home Base Iowa businesses
- Update list and put on key websites – SCALE project!



JOB POSTING BOARD – WORKINAMES.COM

Enhancements rolled out in April

Views from April – August: 39,445

Marketing Efforts –

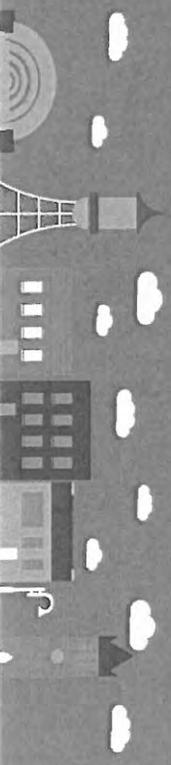
Facebook advertising

Visions

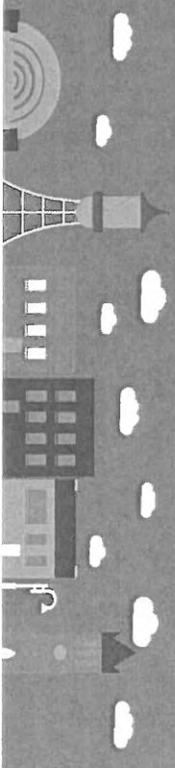
Monthly E News

DM Young Alumni Group

Cytes

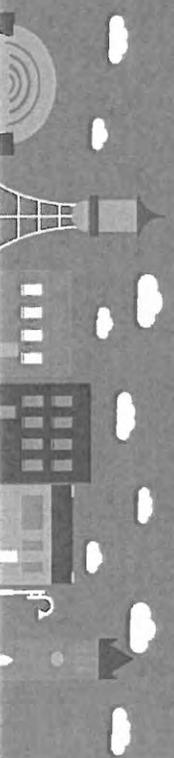


ECONOMIC DEVELOPMENT SERVICES UPDATE



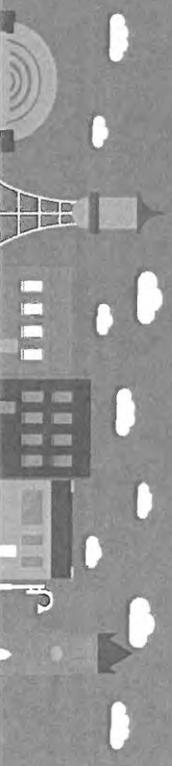
REPORTING STATISTICS

	YTD - April - August 2017
Total Community Contact/Connections	119
Number of Communities visited	55
Number of Project Mtgs.	24
Supervisor Meetings	17
City Council Meetings	16



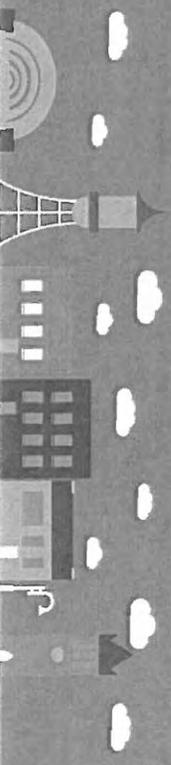
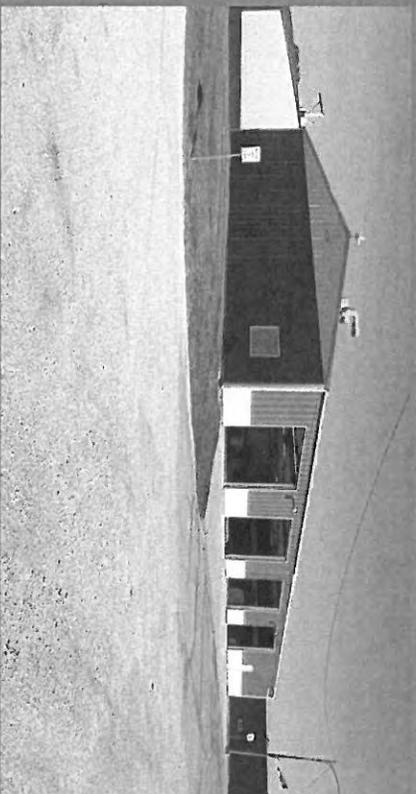
MARKETING HIGHLIGHTS

- Community Venture Network Meeting – August 2017
 - Invited Story City to join me
 - Next event - December
- Project Proposals
 - Additional available industrial land identified in two of our communities
- LOIS (Site Selection Database) – Collins Building #2
- HOUSING – 6 small communities varying stages of discussion!



CELEBRATIONS

- RimRight – Collins
- Façade project – Zearing
- Story County Housing Trust Fund approved – next step application for funding!



**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2017 is by and between **Story County** and **Lutheran Services in Iowa** (Provider).

The statements and intentions of the parties, to this Agreement, are as follows:

Story County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Story County is interested in contracting with Provider to purchase Covered Services for the benefit of Story County Individuals.

Provider is interested in contracting with Story County to provide Covered Services for the benefit of Story County Individuals.

In consideration of the premises and promises contained herein, it is mutually agreed by and between Story County and Provider as follows:

**SECTION 1
Definitions**

Co-payment: The amount which may be charged to Story County Individual at the time services are rendered.

Subcontract: The act in which one party to the original contract enters into a contract with a third party to provide some or all of the services listed in the original contract.

**SECTION 2
Duties of Provider**

Section 2.1 Provision of Covered Services. Provider shall provide Covered Services to each Story County Individual who is eligible to receive such services to the extent designated in Attachment A, Service Definitions and Rates. The programs or services must conform to the standardized definitions used by the Analysis of Social Services Evaluation team (ASSET). Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide Covered Services in a manner which: (a) documents the services provided, in conformance with Federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable), State and local laws and regulations, (b) protects the confidentiality of the Story County Individual's medical records, and (c) records and maintains specified program information and performance measures in Clear Impact Scorecard at <https://app.resultsscorecard.com> at the frequency defined through ASSET.

Section 2.2 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

RECEIVED

SEP 11 2017

SECTION 3
Claims Submission and Payment

Section 3.1 Claims Submission. Provider agrees to submit all claims **and supporting documentation** for reimbursement **no later than forty-five (45) days** from the date Covered Services are rendered.

Section 3.2 Claims Payment. Story County will make monthly payments to the Provider based upon the reimbursement requests submitted by the Provider in accordance with Attachment A to this contract. The maximum total amount payable by Story County under this agreement is detailed on Attachment A, and no greater amount shall be paid.

Section 3.3 Compensation to Provider. Provider agrees to accept payment from Story County for Covered Services provided to Story County Individuals under this Agreement as payment in full, less any Co-payment or other amount which is due from Story County Individuals for such services. Compensation for Covered Services is included as Attachment A, Service Definitions and Rates.

For Providers accessing funding through the Story County ASSET process, an agency audit or IRS Form 990 shall be submitted within six months following the end of the agency's fiscal year. If an agency audit or IRS Form 990 is not submitted, Story County reserves the right to withhold payments until the audit and/or IRS Form 990 is submitted.

SECTION 4
Relationship Between the Parties

Section 4.1 Relationship Between Story County and Provider. The relationship between Story County and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain Social Security, worker's compensation and all other employee benefits covering Providers employees as required by law.

SECTION 5
Hold Harmless, Indemnification and Liability Insurance

Section 5.1 Provider Hold Harmless and Indemnification. Provider shall defend, hold harmless and indemnify Story County against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Story County that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.2 Story County Hold Harmless and Indemnification. Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.3 Provider Liability Insurance. Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when

applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

SECTION 6

Laws and Regulations

Section 6.1 Laws and Regulations. Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal (including the Health Insurance Portability and Accountability Act, HIPAA) and state laws.

Section 6.2 Reports from State Authority or Agency. The Provider will be expected to comply fully with all rules and regulations imposed by a State licensing authority. All written or verbal communications or reports from a State authority or agency, including but not limited to summaries of inspection reports or complaints of abuse or neglect resulting in investigation(s), shall be provided to Story County immediately upon receipt of same by the Provider.

Section 6.3 Compliance with Civil Rights Laws. Provider agrees not to discriminate or differentiate in the treatment of any individual based on sex, race, color, age, religion, national origin or otherwise qualified handicapped individual. Provider agrees to ensure services are rendered to Story County Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

Section 6.4 Equal Opportunity Employer. Story County is an equal employment opportunity employer. Story County supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with Story County's Equal Employment Policy as expressed herein.

Section 6.5 Confidentiality of Records. Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

SECTION 7

Term and Termination

Section 7.1 Term. The term of this Agreement shall be for a period of one (1) year, commencing on the date first above written.

Section 7.2 Termination of Agreement Without Cause. Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

Section 7.3 Termination With Cause by Story County. Story County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) chapter 7 bankruptcy files by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

Section 7.4 Termination With Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to Story County upon the occurrence of Story County's material breach of any of the terms or obligations of this Agreement.

Section 7.5 Information to Story County Individuals. Provider acknowledges the right of Story County to inform Story County Individuals of Provider's termination and agrees to cooperate with Story County in deciding on the form of such notification.

Section 7.6 Nonrenewal of Agreement. Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

SECTION 8 **Amendments**

Section 8.1 Amendment. This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, Story County may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to Story County within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

Section 8.2 Regulatory Amendment. Story County may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

SECTION 9 **Other Terms and Conditions**

Section 9.1 Non-Exclusivity. This Agreement does not confer upon the Provider any exclusive right to provide services to Story County Individuals in Provider's geographical area. Story County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

Section 9.2 Assignment. Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of Story County.

Section 9.3 Subcontracting. Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to Story County.

Section 9.4 Entire Agreement. This Agreement and attachments attached hereto constitute the entire agreement between Story County and Provider, and supersedes or replaces any prior agreements between Story County and Provider relating to its subject matter.

Section 9.5 Rights of Provider and Story County. Provider agrees that Story County may use Provider's name, address, telephone number, description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and Story County shall not use each other's name, symbol or service mark without prior written approval of the other party.

Section 9.6 Invalidity. If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

Section 9.7 No Waiver. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

Section 9.8 Notices to Story County. Any notice, request, demand, waiver, consent, approval or other communication to Story County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Story County Board of Supervisor's Office
Story County Administration Building, 900 6th Street
Nevada, Iowa 50201
Attention: Deb Schildroth

Section 9.9 Notices to Provider. Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Lutheran Services In Iowa
3125 Cottage Grove Ave.
Des Moines, Ia. 50311
Attention: VP Administration

Section 9.10 Laws. This contract is governed by the laws of the State of Iowa with venue in Story County District Court.

This Agreement has been executed by the parties hereto, through their duly authorized officials.

COUNTY:

PROVIDER:

By: 

Lutheran Services in Iowa
By: 

Print Name: Rick Sanders

Print Name: JOHN TWARDOS

Print Title: Story County Board of Supervisors

Print Title: PRESIDENT / CEO

Date: 9/19/17

Date: 9/6/17

**ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2018**

Service Description	Unit of Service	Rate
Crisis Child Care Not to Exceed \$3,000	1 Contact	\$439.42
Primary Treatment Outpatient School-Based Mental Health (for training provided to MH therapists) Not to Exceed \$2,000	1 Client Hour	\$59.79

IOWA DEPARTMENT OF NATURAL RESOURCES
CONTRACT NUMBER 18CRDLWBNHOOG-0004

Between

IOWA DEPARTMENT OF NATURAL RESOURCES

And

STORY COUNTY CONSERVATION BOARD

IN WITNESS THEREOF, the parties hereto have entered into this Cooperative Agreement on the day and year last specified below.

DEPARTMENT OF NATURAL RESOURCES

By: [Signature] Date: 9/6/17
Travis Baker, Land and Waters Bureau Chief

STORY COUNTY CONSERVATION BOARD

By: [Signature] Date: 9/18/17
Mike Cox
CCB Director

For DNR use only:

1. Retain the original contract in the project file and send a hardcopy with the first invoice.
2. a) Fax contract to 515-725-8202 (check one box below before faxing)
OR
b) Email scanned copy to your Division's Contract Rep:

DIVISION	DIVISION CONTRACT REP
<input type="checkbox"/> Conservation & Recreation	Kim.Rasler@dnr.iowa.gov
<input type="checkbox"/> Director's Office	Karen.Fynaardt@dnr.iowa.gov
<input type="checkbox"/> Environmental Services	Jerah.Sheets@dnr.iowa.gov

If you do not have faxing or scanning/emailing capabilities, you may mail a copy of the contract to IA DNR, Wallace State Office Building, Attention: (your respective bureau's contract rep), 502 East 9th Street, Des Moines, IA 50319.

APPROVED **DENIED**
25

Board Member Initials: _____

Meeting Date: 9-19-17

Follow-up action: _____

COOPERATIVE AGREEMENT - SPECIAL CONDITIONS

This Cooperative Agreement is entered into between the Iowa Department of Natural Resources (DNR) and the Story County Conservation Board (Story CCB). The parties agree as follows:

Section 1 IDENTITY OF THE PARTIES

1.1 Parties. DNR is authorized to enter into this Contract. DNR's address is: Wallace State Office Building, 502 East 9th Street, Des Moines, Iowa 50319.

The Story County Conservation Board is a county government agency organized under the laws of the State of Iowa. Story CCB's address is: 56461 180th Street, Ames, Iowa 50010.

1.2 Project Managers. Each party has designated a Project Manager, who shall be responsible for oversight and negotiation of any contract modifications, as follows:

DNR Project Manager: Nate Hoogeveen
Rivers Program Coordinator
DNR Rivers Program
502 E. 9th Street
Des Moines, IA 50319
Phone: 515-725-2991
Email: Nate.Hoogeveen@dnr.iowa.gov

Story CCB Project Manager: Ryan Wiemold
Parks Superintendent
56461 180th St
Ames, IA 50010
Phone: 515-232-2516
Email: rwiemold@storycounty.gov

Section 2 STATEMENT OF PURPOSE

2.1 Statutory Authority. DNR enters into this Cooperative Agreement based on statutory authority provided in Iowa Code Chapter 464A.11 and subsequent funding authorizations of the water trails program under the Rebuild Iowa Infrastructure Fund (RIIF).

2.2 Background. When heavy flooding occurs on the Skunk River, the river flows into the northeast side of West Peterson Lake. The lake then fills to capacity and floods Story CCB property along the river corridor. As the river recedes to a lower level than the lake, the lake empties back into the river on the southern end of the lake. The water exiting from the lake into the river has produced a washout on the south side of the lake causing the land separating the lake and river to become heavily eroded and unstable. The washout has damaged the soft trail around West Peterson Lake and contributed to the loss of a section on the north bank of the Skunk River in this location. Keeping these two water bodies separated by land improves and eases Story CCB's management, maintains park user experiences, and also helps protect the park infrastructure from constant fluctuating water levels. This project will restore the river bank to previous dimensions while adding stability, habitat, and streambank protection.

2.3 Purpose. DNR’s purpose in entering into this Cooperative Agreement is: to stop erosion on the South Skunk River while improving water quality and fish habitat. Story CCB’s purpose in entering into this Cooperative Agreement is: to stabilize the land and trail between West Peterson Lake and the South Skunk River through a combination of revetment and bank restoration.

Section 3 DURATION OF COOPERATIVE AGREEMENT

3.1 Term of Cooperative Agreement. The term of this Cooperative Agreement shall be March 31, 2017 through August 31, 2018, unless terminated earlier in accordance with the Termination section of this Cooperative Agreement. However, this Cooperative Agreement shall not begin until it has been signed by both parties.

3.2 Reserved.

Section 4 DEFINITIONS

“Deliverables” shall mean services to be provided by, or on behalf of, Story CCB pursuant to this Cooperative Agreement. Deliverables shall include everything produced by Story CCB that is related to the Tasks, such as reports, meetings, documentation, designs, copy, artwork, data, information, graphics, images, processes, techniques, materials, plans, papers, forms, studies, modifications, content, concepts, and all other tangible and intangible works, materials and property of every kind and nature that are related to the Deliverables.

“Task Milestone Date” shall mean a deadline for accomplishing a Task required by this Cooperative Agreement.

Section 5 STATEMENT OF WORK – RESPONSIBILITIES OF THE PARTIES

5.1 The responsibilities of Story CCB shall be to perform the following tasks by the Task Milestone Dates set out in the following table:

Obligation	Task Milestone Date
<p>Task 1: Supply logs per DNR specifications.</p> <p>Description: Story CCB shall supply trees for the toe wood project that meet the specifications put forth by DNR.</p>	Before Construction
<p>Task 2: Hire excavator operator, minimum 60,000 lbs machine and hydraulic thumb for approximately 75 hours.</p> <p>Description: Story CCB shall hire an excavator by the hour to complete all necessary excavation and grading.</p>	Before Construction
<p>Task 3: Supply approximate 12 boulders, minimum medial diameter 3.5’, minimum specific gravity 2.6. .</p> <p>Description: Story CCB shall purchase and supply rock to be used as revetment in the project.</p>	During Construction
<p>Task 4: Supply sod materials from site.</p>	During Construction

Description: Story CCB shall supply an area on site where sod can be harvested and used to secure the toe wood project.	
Task 5: Provide skid steer and operator. Description: Story CCB shall provide a skid steer and operator that will be used to move materials for excavator operator.	During Construction
Task 6: Grant DNR a temporary construction easement. Description: Story CCB shall grant access to DNR to complete work on the South Skunk River.	Throughout Project

5.2 The responsibilities of DNR shall be to perform the following tasks by the Task Milestone Dates set out in the following table:

Obligation	Task Milestone Date
Task 1: Provide funds for excavator. Description: DNR shall reimburse Story CCB for work done under Section 5.1, Task 2.	During Construction
Task 2: Supply erosion matting. Description: DNR shall supply erosion matting for the toe wood project.	During Construction
Task 3: Perform as-built survey. Description: DNR shall perform the as-built survey immediately after construction.	After Construction
Task 4: Project management. Description: DNR shall perform design review, act as construction supervisor, and conduct the final inspection.	Throughout project

Section 6 MONITORING AND REVIEW

6.1 **Task Milestone Dates.** The parties agree to complete their respective obligations under this Cooperative Agreement by the Task Milestone Dates set out in Sections 5.1 and 5.2.

Failure by either party to complete the above-designated portions of its obligations by the Task Milestone Dates set out herein shall constitute material breach of this Cooperative Agreement and shall be grounds for the other party to immediately terminate this Cooperative Agreement for cause.

6.2 **Review Meetings.** Commencing with beginning performance of this Cooperative Agreement, the Project Managers shall meet quarterly to discuss progress made during the performance of this Cooperative Agreement. The meetings shall occur, either in person or by telephone conference call, at

the following times: the first Monday of every third month at 1pm. Meetings may be postponed only on a case-by-case basis by mutual written agreement of the parties.

6.3 Status Reports. Prior to each review meeting, each Project Manager shall provide a status report listing:

- o Accomplishments during the previous period,
- o Activities planned for the upcoming period,
- o Tasks completed or Deliverables produced during the previous period,
- o An updated schedule of upcoming Deliverables,
- o Any problems or concerns encountered since the last meeting

At the next scheduled meeting after which any party has identified in writing a problem, the party responsible for resolving the problem shall provide a report setting forth activities undertaken, or to be undertaken, to resolve the problem, together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that shall facilitate problem resolution.

6.4 DNR right to review and observe. Each party shall have the right to review and observe, at any time, completed work or work in progress. Each party agrees to provide access, upon request and without cost to the other party, to inspect its facilities and books and records relating to invoicing and time records for the purpose of monitoring and evaluating performance of this Cooperative Agreement.

Section 7 COMPENSATION

7.1 Sources of Funding. DNR's source of funding for this Cooperative Agreement is an in-kind contribution. Story CCB's source of funding for this Cooperative Agreement is an in-kind contribution.

7.2 Not-to-exceed total amount of Cooperative Agreement. Payment by DNR for work performed according to the terms of this Cooperative Agreement shall not exceed \$0. Payment by Story CCB for work performed according to the terms of this Cooperative Agreement shall not exceed \$0. Payment shall be for satisfactory completion of the Statement of Work outlined in this Cooperative Agreement, provided that the parties have complied with the terms of this Cooperative Agreement.

7.3 Budget. The budget for this Cooperative Agreement shall be as follows:

Story CCB Contribution

Total amount of Story CCB in-kind contribution	Story CCB will: <ol style="list-style-type: none"> 1. Supply wood per specifications. 2. Hire excavator 3. Supply rock per specifications. 4. Supply sod materials from site. 5. Provide skid steer and operator.
---	--

DNR Contribution

Total amount of DNR monetary contribution	\$12,000
Total amount of DNR in-kind contribution	<ol style="list-style-type: none"> 1. Supply erosion matting. 2. DNR will perform as-built survey.

	3. Project and construction management.
Total amount of DNR contribution	\$12,000 plus in-kind tasks

7.4 Payment of Invoices. DNR shall pay approved invoices in arrears and in conformance with Iowa Code section 8A.514. If the other party is subject to the provisions of Iowa Code section 8A.514, then the other party shall pay approved invoices in arrears and in conformance with Iowa Code section 8A.514. Unless otherwise agreed to in writing by the parties, neither party shall be entitled to receive any other payment or compensation for any services provided under this Cooperative Agreement.

7.5 No Advance Payment. No advance payments shall be made for any Deliverables provided by Story CCB pursuant to this Cooperative Agreement.

7.6 Delay of Payment. If either party determines that the other party has failed to perform or deliver any Deliverable required by this Cooperative Agreement, then compensation may be withheld until such Deliverable is performed or delivered according to the terms of this Cooperative Agreement.

**COOPERATIVE AGREEMENT
GENERAL CONDITIONS WHEN OTHER PARTY IS A GOVERNMENTAL ENTITY**

Section 1 COMPLIANCE WITH THE LAW

The parties shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as suppliers. The parties, and their employees and agents shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract. The parties represents that they will comply with all federal, state, foreign and local laws applicable to their performance under this Contract.

Section 2 TERMINATION

2.1 Termination Due to Lack of Funds or Change in Law. DNR shall have the right to terminate this Contract without penalty by giving sixty (60) days written notice to the Contractor as a result of any of the following:

2.1.1 The legislature or governor fail in the sole opinion of DNR to appropriate funds sufficient to allow DNR to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or if funds anticipated for the continued fulfillment of the Contract are, at any time, not forthcoming or are insufficient, either through the failure of DNR to appropriate funds or funding from a federal source is reduced or discontinued for any reason, or through discontinuance or material alteration of the program for which funds were provided; or

2.1.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by DNR to make any payment hereunder are insufficient or unavailable for any other reason as determined by DNR in its sole discretion; or

2.1.3 If DNR's authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or

2.1.4 If DNR's duties, programs or responsibilities are modified or materially altered;

or

2.1.5 If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation or order is enacted, promulgated or issued that materially or adversely affects DNR's ability to fulfill any of its obligations under this Contract.

2.2 Immediate Termination by DNR. DNR may terminate this Contract for any of the following reasons effective immediately without advance notice and without penalty:

2.2.1 In the event the Contractor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

2.2.2 DNR determines that the actions, or failure to act, of the Contractor, and its agents and employees have caused, or reasonably could cause, any person's life, health or safety to be jeopardized;

2.2.3 The Contractor fails to comply with confidentiality laws or provisions;

2.2.4 The Contractor furnished any statement, representation or certification in connection with this Contract or the RFP which is materially false, deceptive, incorrect or incomplete.

2.3 Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for DNR to declare the Contractor in default of its obligations under this Contract.

2.3.1 The Contractor fails to perform, to DNR's satisfaction, any material requirement of this Contract or is in violation of a material provision of this Contract, including, but without limitation, the express warranties made by the Contractor;

2.3.2 DNR determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur;

2.3.3 The Contractor fails to make substantial and timely progress toward performance of the Contract;

2.3.4 The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or DNR reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

2.3.5 The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract;

2.3.6 The Contractor has engaged in conduct that has or may expose the State or DNR to liability, as determined in DNR's sole discretion;

2.3.7 The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right or proprietary right, or the Contractor has misappropriated a trade secret, or

2.3.8 Contractor fails to comply with any of the Task Milestone dates contained in this Contract.

2.4 Notice of Default. If there is a default event caused by the Contractor, DNR shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in DNR's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, DNR may either:

2.4.1 Immediately terminate the Contract without additional written notice; or,

2.4.2 Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

2.5 Termination upon Notice. Following thirty (30) days written notice, DNR may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to DNR up to and including the date of termination.

2.6 Remedies of the Contractor in Event of Termination by DNR. In the event of termination of this Contract for any reason by DNR, DNR shall pay only those amounts, if any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Contract and for which DNR is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to DNR under this Contract in the event of termination. However, DNR shall not be liable for any of the following costs:

2.6.1 The payment of unemployment compensation to the Contractor's employees;

2.6.2 The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;

2.6.3 Any costs incurred by the Contractor, including, but not limited to, startup costs, overhead or other costs not directly associated with the performance of the Contract;

2.6.4 Any taxes that may be owed by the Contractor not directly in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

2.7 The Contractor's Termination Duties. The Contractor upon receipt of notice of termination or upon request of DNR, shall:

2.7.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, and conclusions resulting there from, or any other matters DNR may require.

2.7.2 Immediately cease using and return to DNR any personal property or materials, whether tangible or intangible, provided by DNR to the Contractor.

2.7.3 Comply with DNR's instructions for the timely transfer of any active files and work product produced by the Contractor under this Contract.

2.7.4 Cooperate in good faith with DNR, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor.

2.7.5 Immediately return to DNR any payments made by DNR for services that were not rendered by the Contractor.

2.8 Rights In Incomplete products. In the event the Contract is terminated, all finished or unfinished documents, data, reports, or other materials prepared by the Contractor under this Contract shall, at the option of DNR, become DNR's property and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other material.

Section 3 INDEPENDENT CONTRACTOR

The status of the Contractor shall be that of an independent contractor. The Contractor, and its employees and agents performing under this Contract are not employees or agents of the DNR. Neither the Contractor nor its employees shall be considered employees of DNR for federal or state tax purposes. DNR will not withhold taxes on behalf of the Contractor. Contractor shall be responsible for payment of all taxes in connection with any income earned from performing this Contract.

Section 4 CONFLICT OF INTEREST

The parties agree that they will comply with the provisions of the Iowa Code with respect to Conflicts of Interest.

Section 5 AMENDMENTS

This Contract may be amended only by written mutual consent of the parties.

Section 6 CHOICE OF LAW AND FORUM

The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of Iowa law. If applicable, the parties shall comply with the provisions of Iowa Code section 679A.19 regarding disputes between government agencies of the State of Iowa. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, the exclusive jurisdiction for the proceeding shall be brought in Polk County District Court for the State of Iowa, Des Moines, Iowa or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. No provision of this Contract shall be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to DNR, Contractor, or the State of Iowa

Section 7 SEVERABILITY

If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

Section 8 ENTIRE AGREEMENT

This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and the parties acknowledge that they are entering into the Contract solely on the basis of the terms and conditions herein contained and not in reliance upon any representation, statement, inducement or promise, whether oral or written, not contained herein. This Contract supersedes all prior contracts and agreements between the parties for the services provided in connection with this Contract.

Section 9 ASSIGNMENT AND DELEGATION

This Contract may not be assigned, transferred or conveyed, in whole or in part, without the prior written consent of the other party. For the purpose of construing this provision, a transfer of a controlling interest in the Contractor shall be considered an assignment.

Section 10 CONFIDENTIALITY

The parties agree to comply with applicable Iowa law regarding confidentiality.

Section 11 WAIVER

Except as specifically provided for in a waiver signed by duly authorized representatives of the parties, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

Section 12 CUMULATIVE RIGHTS

The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

Section 13 TIME IS OF THE ESSENCE

Time is of the essence with respect to the performance of the terms of this Contract.

Section 14 RECORD RETENTION AND ACCESS

The parties shall maintain books, records and documents according to their respective law with regard to records retention. All parties shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records.

Section 15 OBLIGATIONS BEYOND CONTRACT TERM

This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of DNR and the Contractor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.

Section 16 SUPERCEDES FORMER CONTRACTS OR AGREEMENTS

Unless this Contract is an amendment to a Contract entered into between the parties and is designated as such, then this Contract supersedes all prior contracts or agreements between the parties for the services provided in connection with this Contract.

Section 17 USE OF THIRD PARTIES AND SUBCONTRACTORS

Contractor may not contract with third parties for the performance of any of Contractor's obligations under this Contract, unless and then only to the extent that the Special Conditions of this Contract specify otherwise. If the Special Conditions provide for a subcontractor or subcontractors, then the following conditions shall apply:

17.1 All subcontracts shall be subject to prior approval by the DNR. The DNR's consent shall not be deemed in any way to provide for the incurrence of any obligation of DNR in addition to the remuneration agreed upon in this Contract. Any subcontract to which DNR has consented shall be in writing and shall in no way alter the terms and conditions of this Contract.

17.2 The Contractor may enter into subcontracts to complete the work required by this Contract provided that the Contractor remains responsible for all services performed under this Contract. No subcontract or delegation of work shall relieve or discharge the Contractor from any obligation, provision, or liability under this Contract. The Contractor shall remain responsible for such performance and shall be fully responsible and liable for all acts or omissions of any subcontractor.

17.3 All restrictions, obligations and responsibilities of the Contractor under this Contract also shall apply to the subcontractors.

17.4 DNR shall have the right to request the removal of a subcontractor from the Contract for good cause. The Contractor shall indemnify, defend and hold harmless DNR and the State from and against any and all claims, demands, liabilities, suits, actions, damages, losses, costs and expenses of every kind and nature whatsoever arising as a result of Contractor's breach of any subcontract in which it enters, including Contractor's failure to pay any and all amounts due by Contractor to any subcontractor.

17.5 Each subcontract shall contain provisions for DNR access to the subcontractor's books, documents, and records and for inspections of work, as required of Contractor herein.

17.6 Any action of a subcontractor, which, if done by Contractor, would constitute a breach of this Contract, shall be deemed a breach by Contractor and have the same legal effect.

17.7 If delay results from a subcontractor's conduct, from the Contractor's negligence or fault, or from circumstances which by the exercise of reasonable diligence the Contractor should have been able to anticipate or prevent, then the Contractor shall be in default.

17.8 If the Contract is subject to the provisions of Iowa Code chapter 8F, then the Contractor shall comply with Iowa Code chapter 8F with respect to any subcontract Contractor enters into pursuant to this Contract. Any compliance documentation, including but not limited to certification, received from any subcontractor shall be forwarded to DNR immediately.

Section 18 SELF-INSURANCE BY THE STATE OF IOWA

Pursuant to Iowa Code chapter 669, DNR and the State of Iowa are self-insured against all risks and hazards related to this Contract. No separate fund has been established to provide self-insurance, and the State of Iowa is not obligated to establish any such fund during the term of this Contract.

Section 19 IMMUNITY FROM LIABILITY

Every person who is a party to the Contract is hereby notified and agrees that the State, DNR, and all of their employees, agents, successors, and assigns are immune from liability and suit for Contractor's and subcontractors' activities involving third parties arising from the Contract.

Section 20 NON-SUPPLANTING REQUIREMENT

To the extent required by federal or state law, federal and state funds made available under this Contract shall be used to supplement and increase the level of state, local, and other non-federal funds that would in the absence of such federal and state funds be made available for the programs and activities for which funds are provided and will in no event take the place of state, local, and other non-federal funds.

Section 21 CERTIFICATION REGARDING SALES AND USE TAX

By executing this Contract, the Contractor certifies that it is either (a) registered with the Iowa Department of Revenue, collects and remits sales and use taxes as required by Iowa Code chapter 432; or (b) not a "retailer" or a "retailer maintaining a place of business in this state" as those terms are defined in Iowa Code section 423.1. The Contractor also acknowledges that the DNR may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the DNR or its representatives filing action for damages for breach of contract.

Section 22 TAXES

The State of Iowa is exempt from federal excise tax, and no payment will be made for any taxes levied on Contractor's employees' wages. The State of Iowa is exempt from state and local sales and use taxes on the Deliverables.

Section 23 EQUAL EMPLOYMENT PROVISIONS

The Contractor has read and understands the provisions in Attachment A, Equal Employment Opportunity, attached hereto and made part of this Contract by this reference, and the Contractor agrees to conform to the requirements contained therein.

Section 24 FEDERALLY-FUNDED AGREEMENTS

If this Contract is funded by federal monies, then the Contractor has read and understands the provisions of Attachment B, Additional Requirements for Federally-Funded Agreements, attached hereto and made part of this Contract by this reference, and the Contractor agrees to conform to the requirements contained therein.

Section 25 INFORMATION TECHNOLOGY SECURITY

The Contractor and all Contractor personnel shall comply with Iowa information technology security statutes, rules and policies. By signing this contract, the Contractor acknowledges that the Contractor has read and understands the provisions of the information technology security policies adopted by the Iowa Department of Administrative Services (DAS) and DNR in effect on the date of signing. These policies are located on the respective agency websites at www.iowadnr.gov and <http://das.iowa.gov/index.html>. The Contractor further agrees to read and abide by any revised DAS and DNR policies, posted on the respective agency websites that come into effect during the term of this Contract.

**Attachment A
Equal Employment Opportunity.**

The Contractor agrees to the following:

A.1 The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, national origin, age, gender identity, gender orientation, pregnancy, family status, marital status or mental or physical disability. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated, during employment, without regard to their race, creed, color, religion, sex, national origin, age, gender identity, gender orientation, pregnancy, family status, marital status or mental or physical disability except where mental or physical disability relates to a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor's business. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. The Contractor agrees to post notices, setting forth provisions of this nondiscrimination clause, in conspicuous places available to employees and applicants for employment.

A.2 The Contractor shall in all solicitations or advertisements for employees, placed by or on behalf of the Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, religion, sex, national origin, age, gender identity, gender orientation, pregnancy, family status, marital status or mental or physical disability except where mental or physical disability is a bona fide occupation qualification reasonably necessary to the normal operation of the Contractor's business.

A.3 The Contractor shall comply with all relevant provisions of the Iowa Civil Rights Act of 1965, as amended, Iowa Executive Order 15 or 1973, Chapter 19B, Code of Iowa, Federal Executive Order 11246 of 1965, as amended by Federal Executive Order 11376 of 1967, and Title VI of the Civil Rights Act of 1964, as amended. The Contractor shall furnish all information and reports requested by the state of Iowa or required by, or pursuant to, the rules and regulations thereof and shall permit access to payroll and employment records by the state of Iowa for purposes of investigation to ascertain compliance with such rules, regulations or requests, or with this nondiscrimination clause.

A.4 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the aforesaid rules, regulations or requests, this Contract may be canceled, terminated or suspended in whole or in part. In addition, the state of Iowa may take such further action, and such other sanctions may be imposed and remedies invoked, as provided by the Iowa Civil Rights Act of 1965, as amended, Chapter 216, Code of Iowa, or as otherwise provided by law.

A.5 The Contractor shall include the provisions of paragraphs A.1 through A.4 hereof in every subcontract, unless specifically exempted by approval of the state of Iowa, so that such provisions shall be binding on each subcontract. The Contractor shall take such action with respect to any subcontract as the state of Iowa may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the

DNR Updated 12/2012

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the state of Iowa, the Contractor may request the state of Iowa to enter into such litigation to protect the interests of the state of Iowa.

- A.6** In accordance with the provisions of 541 Iowa Administrative Code chapter 4:
- The Contractor or subcontractor is prohibited from engaging in discriminatory employment practices forbidden by federal and state law, executive orders and rules of the department of management, which pertain to equal employment opportunity and affirmative action.
 - The Contractor or subcontractor may be required to have on file a copy of the affirmative action program, containing goals and time specifications. These contractual provisions shall be fully enforced. Any breach of them shall be regarded as a material breach of the Contract.
 - Compliance with the provisions of Iowa Code section 19B.7 and all applicable rules of the department of management prior to the execution of the Contract shall be a condition of the Contract binding upon the Contractor or service provider, its successors, and assignees.
 - Failure to fulfill the nondiscrimination requirements of this Contract or any of the rules and orders may cause the Contract to be canceled, terminated, or suspended in whole or in part, and the Contractor or service provider may be declared ineligible for future state contracts in accordance with authorized procedure or the Contractor may be subject to other sanctions as provided by law or rule.
 - The Contractor may be required to submit to the department of management or the DNR a copy of its affirmative action plan containing goals and time specifications.
 - The Contractor shall be able to demonstrate to the satisfaction of the department of management or the DNR that its affirmative action program is productive.
 - The Contractor may be required to submit reports as requested by the department of management. The department of management may request other relevant information from a contractor at any time.
 - The department of management may undertake a compliance review of the Contractor, and the department of management may take action, as appropriate, to seek to terminate contracts or funding found to be in violation of the rules.

Prepared by: Gayla E. Hannagan of Iowa Regional Utilities Association, d/b/a Central Iowa Water Association, 1351 Iowa Speedway Drive, Newton, Iowa. 50208 (Telephone: 641-792-7011)

WHEN RECORDED RETURN TO: Central Iowa Water Association, R-O-W Department, 1351 Iowa Speedway Drive, Newton, Iowa 50208

LIMITED EASEMENT

No: 250-85-21-19-B

RE:

Abandoned Railroad Right-of-Way running across the North One-half (N¹/₂) of Section Nineteen (19), Township Eighty-five (85) North, Range Twenty-one (21) West of the 5th P.M., Story County, Iowa, subject to easements and public roads of record. (Parcel ID 0419100600)

Owners of Record: **STORY COUNTY CONSERVATION BOARD**

The undersigned record owner(s) of equitable interests in the real estate shown above or attached, for good and valuable consideration, hereby convey(s) to Iowa Regional Utilities Association, d/b/a CENTRAL IOWA WATER ASSOCIATION, ("Association"), its successors and assigns, a perpetual easement in, to, and running with such real estate, together with a general perpetual right of ingress and egress upon such real estate and any adjacent lands of owner(s) for meter reading, pipeline maintenance, or other reasonable Association purposes. By this instrument, the Association may construct, lay, own, use, operate, inspect, maintain, repair, replace or remove waterlines and any necessary appurtenances thereto upon, under and through such real estate. Once the waterlines and appurtenances are completely installed and operating, then this easement (except the general rights of ingress and egress) shall reduce in scope to a width of 30 feet, the centerline of which will be the waterlines and appurtenances. During initial construction, no crop damage will be paid by the Association, unless otherwise agreed upon in writing. The Association will try to place the pipe lines within about ten to twenty feet from fences adjacent to road rights of way except to avoid natural or man-made obstructions or to comply with governmental requirements or upon verbal requests of any owner or agent of any owner prior to initial construction. The Association will fix any damage it causes to fences or tile lines. The Association will pay for crop damages it may cause due to repairs or maintenance of its property after one year from the date of initial construction or maintenance. Owner(s) promise to immediately inform each (if any) tenant relative to this easement and will protect the Association from any claims of a tenant. To the fullest extent permitted by law, Association shall indemnify, protect, and hold harmless Owner from and against any and all third party claims and demands for damages to property, and for injury or death to persons, including payments made under any workers' compensation law or under any plan for employees' disability and death benefits, and including all reasonable expenses incurred in defending against any such claims or demands, which may arise out of or be caused by the negligent construction or maintenance activities of Association related to the pipeline for which this easement is granted. Each owner signing below represents that he, she or it has an equitable interest of record in the real estate and authority to grant these easement interests. This instrument shall be deemed dated and in full force and effect as of the first date shown on the acknowledgment(s) below. If there's any technical deficiency in this instrument or the way it was signed, then this document shall nonetheless be a perpetual easement as to all interests in the real estate

held by the undersigned and a perpetual license running with the land given by the undersigned on behalf of all owners of record and occupants to the Association, its successors or assigns, for such purposes.

STORY COUNTY CONSERVATION BOARD

(By): 

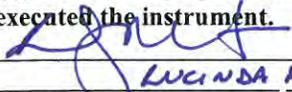
(By): _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA)
) (ss.
COUNTY OF STORY)

On this 19th day of September, A.D. 2017, before me, the Undersigned, a Notary Public in and for said State, personally appeared RICK SANDERS,
 to me personally known
or
_____ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same as his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

 (Sign in Ink)
LUCINDA MARTIN (Print/type Name)

Notary Public in and for the County of STORY
And State of Iowa

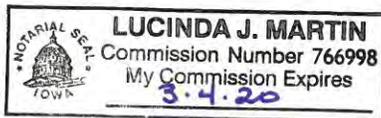
CAPACITY CLAIMED BY SIGNER

_____ INDIVIDUAL
_____ CORPORATE
Title(s) of Corporate Officer(s):

_____ Corporate Seal is affixed
_____ No Corporate Seal procured

_____ PARTNERS(s):
_____ Limited Partnership
_____ General Partnership
_____ ATTORNEY-IN-FACT
_____ EXECUTOR(s) or TRUSTEE(s)
_____ GUARDIAN(s) or CONSERVATOR(s)
_____ OTHER

SIGNER IS REPRESENTING:
List name(s) of person(s) or entity(ies):





Date: August 16, 2017
 Expiration Date: October 27, 2017
 Quote Number: 8646 v1
 Payment Terms: 1%/10 Net 30

Prepared For
 Story County
 Barb Steinback
 900 6th Street
 Nevada, IA 50201
 bsteinback@storycountyia.gov

Ship To
 Story County
 Barb Steinback
 900 6th Street
 Nevada, IA 50201

Prepared By
 Aaron Kissinger
 3600 109th Street
 Urbandale, IA 50322
 p. 515.422.9351
 f. 515.422.5544
 akissinger@ippathways.com

Description of Work NetApp Renewal

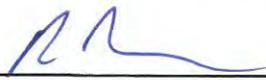
Notes A NetApp reinstatement fee will be applied if not renewed by the expiration date of product support.

NetApp Renewal		Start Date	End Date	Qty	Price	Extended
NetApp Renewal	NetApp Renewal 2017-2018	11/01/2017	10/31/2018	1		
NetApp Renewal Subtotal						\$13,249.05

Recap	Amount
NetApp Renewal	\$13,249.05
Total	\$13,249.05

Terms & Conditions:

IP Pathways quotes include applicable shipping charges. It is understood and agreed that an order cannot be cancelled except by mutual consent. Pricing is provided at today's current price. Prices are subject to change at any time, based on manufacturer and distribution pricing and availability. The products described in this quote are sold subject only to warranties as are made by their respective manufacturers. IP Pathways quotes do not include applicable sales tax. Installation and any associated travel expenses are not included – unless otherwise specified. All orders are subject to the terms and conditions of the IP Pathways' Master Customer Agreement.

Signature:  Date: 9-15-17

STORY COUNTY UTILITY PERMIT

Date 9/12/17

To the Board of Supervisors, Story County, Iowa:

The Midland Power Cooperative Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at Jefferson, 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 underground electrical distribution on secondary route Ontario, from West of 500th/4 Ave to 0.5 miles east of 500th/4 Ave a distance of 0.5 miles.

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

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

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

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

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

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

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

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

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

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

Date 9/7/17

Midland Power Cooperative
Name of Company (Applicant - Permittee)

by Casey Huff Phone no. 515-386-4111

Recommended for Approval:

Date 9-11-17

Daren Mon Phone no. 515-382-7355
County Engineer

Approved:

Date 9-19-17

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

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

**Midland Power
Cooperative**

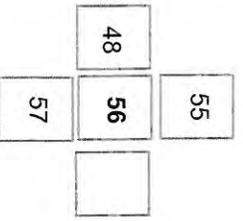


Red = A phase
 Yellow = B phase
 Blue = C phase
 Peach = 2 phase
 GREEN = 3 PHASE

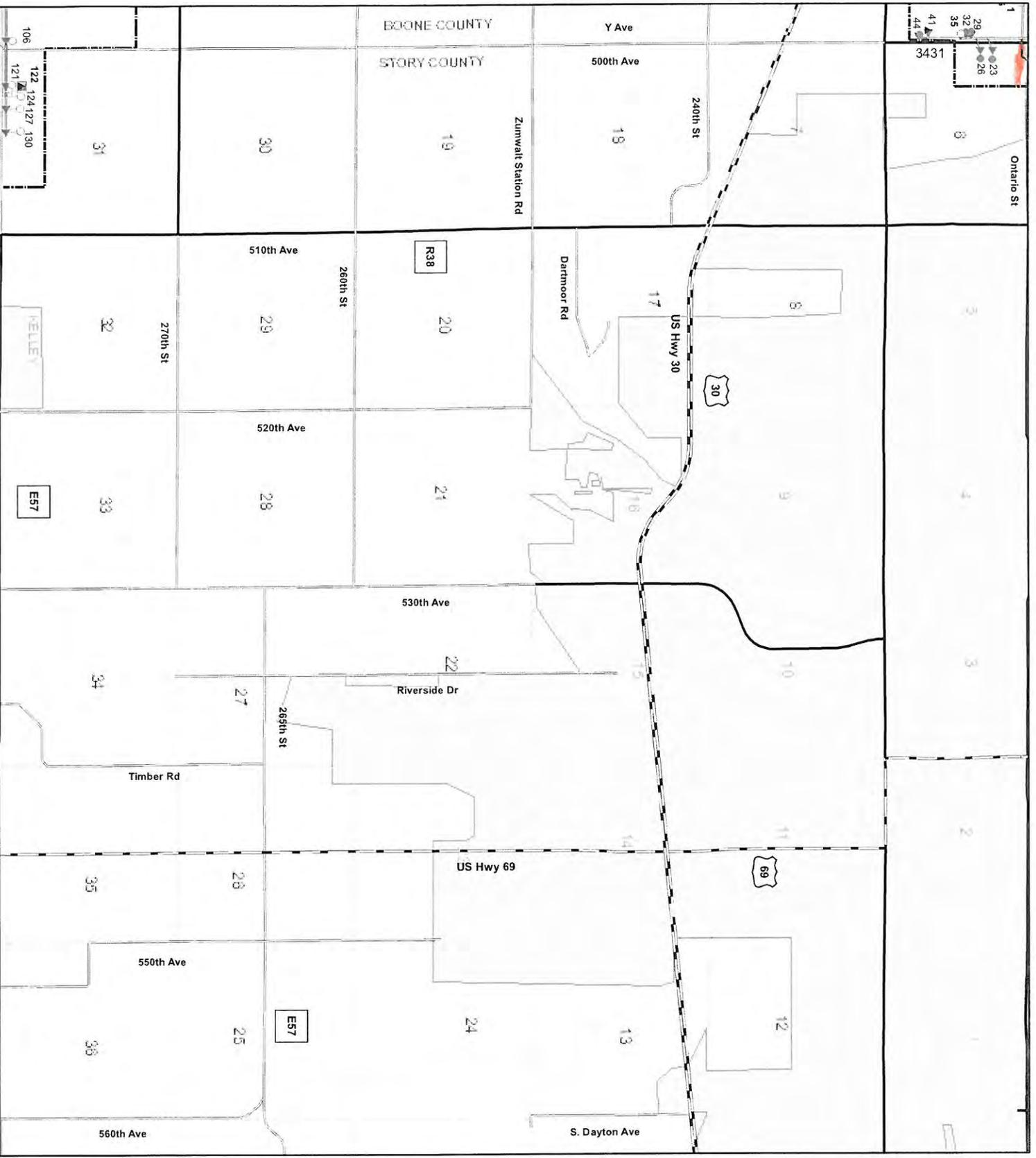
County
 STORY

Township
 WASHINGTON
 T83N R24W

Map No.
 56



Date: 3/3/2015



**Midland Power
Cooperative**

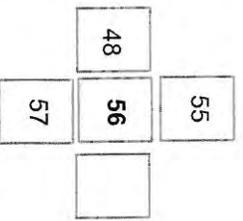


Red = A phase
 Yellow = B phase
 Blue = C phase
 Peach = 2 phase
 GREEN = 3 PHASE

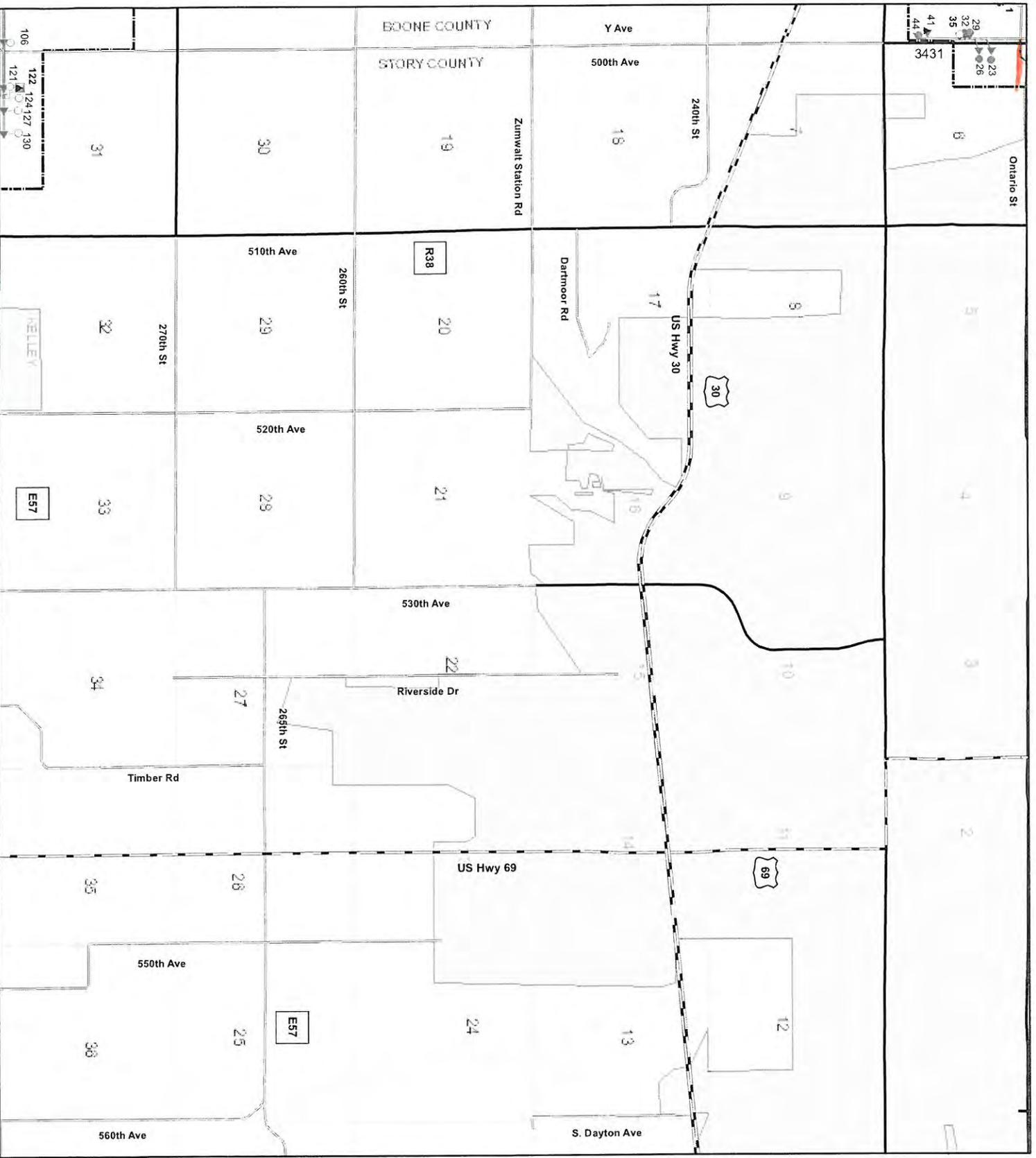
County
 STORY

Township
 WASHINGTON
 T83N R24W

Map No.
 56



Date: 3/3/2015



**Midland Power
Cooperative**

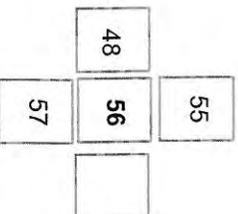


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 Peach = 2 phase
 GREEN = 3 PHASE

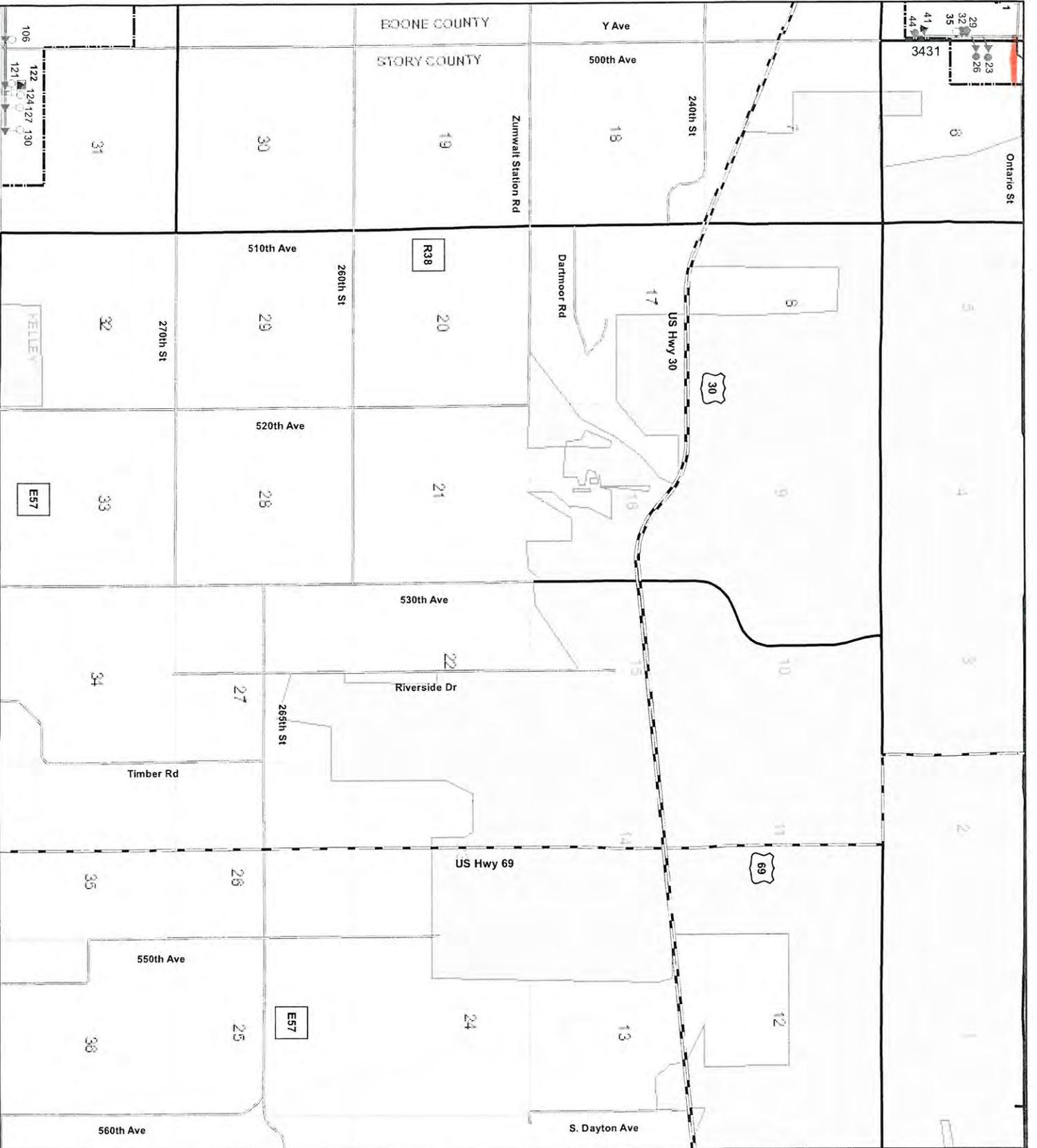
County
 STORY

Township
 WASHINGTON
 T83N R24W

Map No.
 56



Date: 3/3/2015



IOWA 93 MIDLAND POWER COOPERATIVE STAKING SHEET

Name Rebuild Line 3D
 Location #: 3491-4796, 5606
 Address: 500th Ave
 Phone#: _____

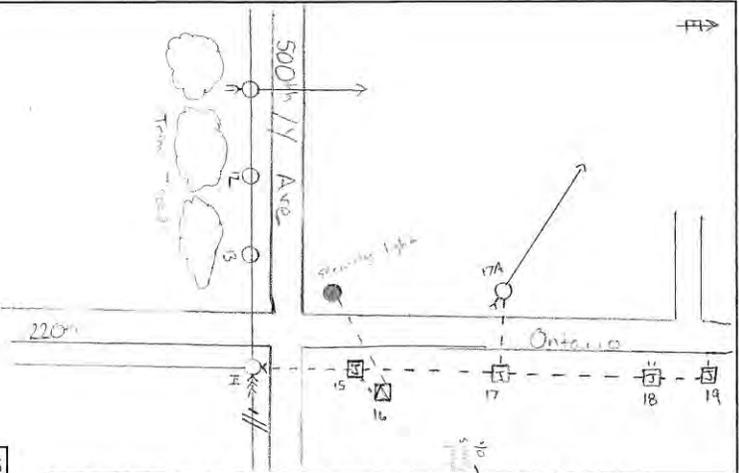
341 Sub
 3 Feeder
 A/B/C Phase
 Line Sec. _____

County: Boone / Sherman
 Township: Jackson / Washington
 School Dist.: _____

WORK ORDER CODE	
New Construction	
System Improvement	<input checked="" type="checkbox"/>
Replacement	
Relate No. Replace	

WORK ORDER NO. 12421
 7405# 339
 Staked By RL Date 8/25/17
 Sheet No. 2 of 2
 Compiled By _____ Date _____

SKETCH OF WORK Map Reference 47/56 Twp. 83N R 24W Sec. 36/06 Wire 3 Size 1/0 Kind ACSR



Pole No.	Pri. (Back) Span	Poles H & C		Pri. Unit	Line Angle	Trans. 'G'	Ground 'W/2"	Ohm	GUY		Anchor 'F'	SECONDARY		Misc. & Remarks	Unit	No.
		Misc.	Misc.						No.	Unit 'E'		Lead	Unit			
16	15			um-5		us7	um-5		um-1	um-34	um-1-1	3	us2			3
15	187			um-5		us7	um-5		um-1	um-34	um-1-1	3	us2			3
14	192			um-5		us7	um-5		um-1	um-34	um-1-1	3	us2			3
13	179			um-5		us7	um-5		um-1	um-34	um-1-1	3	us2			3
12	234			um-5		us7	um-5		um-1	um-34	um-1-1	3	us2			3
11	250			um-5		us7	um-5		um-1	um-34	um-1-1	3	us2			3

JOB BRIEFING	
Nominal Voltage	Loc of Line Protective Dvc
Fault Current Available	Other Utilities in Area
Hazardous Induced Volts	Personal Protective Equip
Presence Protective Grids	Traffic Control
Equipment Grounds	Job Procedure
Pole Condition	Individual Job Duties
Environmental Condition	Other Hazards
Crew Initials	1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____

CONSTRUCTION				
Conductor	Pri. Sec. O.H. URD	Pole Line Ft.	No. of Wires	Total Feet
1/0 ACSR	X	855	3	2642'
1/2 ACSR	X	955	1	880'
1/0 SCL-220	X	1463	3	4554'
1/0 SCL-270	X	108	1	153'
TOTALS	X	X	X	X

RETIREMENT				
Conductor	Pri. Sec. O.H. URD	Pole Line Ft.	No. of Wires	Total Feet
1/0 ACSR				
1/2 ACSR				
1/0 SCL-220				
1/0 SCL-270				
TOTALS	X	X	X	X

IOWA 93 MIDLAND POWER COOPERATIVE STAKING SHEET

Name Rebuild Line 30
 Location # 3431-4731, 5606
 Address: 5704 Ave
 Phone #: _____

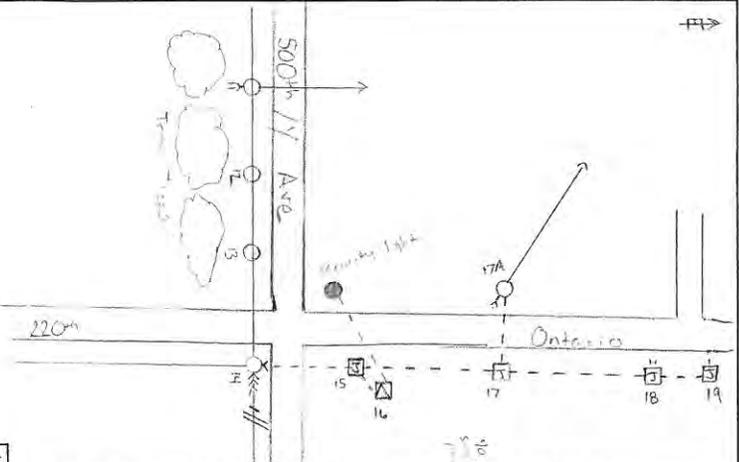
Sub 3
 Feeder ABC
 Phase _____
 Line Sec. _____

County: Boone / Sherman
 Township: Jackson/Winfield
 School Dist.: _____

WORK ORDER CODE	
New Construction	<input checked="" type="checkbox"/>
System Improvement	<input type="checkbox"/>
Replacement	<input type="checkbox"/>
Retire No. Replace	<input type="checkbox"/>

WORK ORDER NO. 12421
 740c # 339
 Staked By ML Date 8/25/17
 Sheet No. 2 of 2
 Comptd By _____ Date _____

SKETCH OF WORK Map Reference 47/56 Twp. R3N R 24W Sec. 36/06 Wire 3 Size 1/0 Kind ACSR



Pole No.	Pri. (Back) Span	Poles H & C		Pri. Unit	Line Angle	Trans. "G"	Ground "M2"	Ohm	GUY		Anchor "F"	SECONDARY		Misc. & Remarks	Unit	No. of Wires	Total Feet
		Misc.	Misc.						Unit	310		Lead	Unit No. J or K				
18	724			um33			um48-2	(3) um6-21				(3) um6-21	(3) um6-34	um6-10			
17A	93	140-3	1	AS.1			um48-2	1 E1.1			8.50	F1.12	(7) um6-1	3431-020			
17	490			um33			um48-2	(3) um6-21				(7) um6-1	(7) um6-1				
16	15			um1-5		us7	um6-1	um6-21				um6-1	um6-1	Bore 97' 410 use to Street Light on North side of Main			
15	187			um33			um48-2	(3) um6-21				(7) um6-1	(7) um6-1				
14	192	140-3	1	CT.1			um48-2	um6-21				(7) um6-1	(7) um6-1				
13	179	135-3	1	CG.21			um48-2	um6-21				(7) um6-1	(7) um6-1				
12	234	140-3	1	um11			um48-2	um6-21				(7) um6-1	(7) um6-1				
11	250	140-3	1	um11			um48-2	um6-21				(7) um6-1	(7) um6-1				

JOB BRIEFING

Nominal Voltage	Loc. of Line Protective Dvc
Fault Current Available	Other Utilities in Area
Hazardous Induced Volt	Personal Protective Equip
Presence Protective Gds	Traffic Control
Equipment Grounds	Job Procedure
Pole Condition	Individual Job Duties
Environmental Condition	Other Hazards

Crew Initials 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____

CONSTRUCTION

Conductor	Pri.	Sec.	OH	URD	Pole Line Ft.	No. of Wires	Total Feet
1/0 ACSR	X		X		855	3	2642'
1/2 ACSR	X				855	1	880'
1/0 SDR 220	X		X		1483	3	4554
1/0 SDR 220	X		X		108	1	153
TOTALS	X	X	X	X			

RETIREMENT

Conductor	Pri.	Sec.	OH	URD	Pole Line Ft.	No. of Wires	Total Feet
um6-10						8	um6-21
um6-10						5	um6-21
TOTALS	X	X	X	X			

Const. Compt _____
 Retire. Compt _____
 Material Ticket Compt _____
 500 BH 9-90

IOWA 93 MIDLAND POWER COOPERATIVE STAKING SHEET

Name Rebuild Line 30
 Location #: 3431-4773, 5606
 Address: 570th Ave
 Phone#: _____

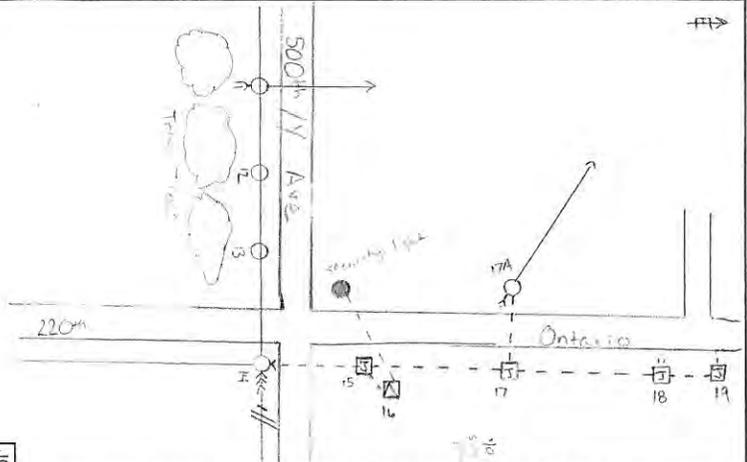
Sub 3
 Feeder ABC
 Phase _____
 Line Sec. _____

County: Boone / Sherburne
 Township: Jackson/Windward
 School Dist.: _____

WORK ORDER CODE	
New Construction	<input type="checkbox"/>
System Improvement	<input checked="" type="checkbox"/>
Replacement	<input type="checkbox"/>
Retire No. Replace	<input type="checkbox"/>

WORK ORDER NO. 12421
 740# 339
 Staked By CL Date 8/25/17
 Sheet No. 2 of 2
 Comptd By _____ Date _____

SKETCH OF WORK Map Reference 47/56 Twp. R 83N R 24W Sec. 36/106 Wire 3 Size 1/0 Kind ACSR



Pole No.	Pri. (Back) Span.	Poles H & C		Pri. Unit Misc.	Line Angle	Trans "G"	Ground "M2"	Ohm	GUY		Anchor "F"	SECONDARY		Misc. & Remarks	Unit	No. of CONSTR.	RET.
		Misc.	Misc.						No. Unit "E"	310		Lead	No. Unit "J or K"				
18	724			um33			um48-2										
17A	93	140-3	1	AS.1			um48-2										
17	490			um33			um48-2										
16	15			um1-5		um67	um6-2										
15	187			um33			um48-2										
14	192	140-3	1	CT.1	BS.21	AS.1	um48-2										
13	179	135-3	1	CG.21			um48-2										
12	234	140-3	1	DL.11	AS.21		um48-2										
11	250	140-3	1	DL.11			um48-2										

JOB BRIEFING

Nominal Voltage	Loc of Line Protective Dvc
Fault Current Available	Other Utilities in Area
Hazardous Induced Volt	Personal Protective Equip
Presence Prctive Grds	Traffic Control
Equipment Grounds	Job Procedure
Pole Condition	Individual Job Duties
Environmental Condition	Other Hazards

Crew Initials 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____

CONSTRUCTION

Conductor	Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
1/0	X		X		855	3	2642'
ACSR	X				855	1	880'
ACSR	X				1483	3	4554'
1/0	X		X		108	1	153'
TOTALS							X

RETIREMENT

Conductor	Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
um6-10							
um6-24							
TOTALS							X

Const. Compt _____
 Reprt. Compt _____
 Material Ticket Compt _____
 500 BH 9-00

STORY COUNTY UTILITY PERMIT

Date 9/14/17

To the Board of Supervisors, Story County, Iowa:

The Intertek Power and Light Company, incorporated under the laws of Iowa, with its principal place of business at 1284 XE Plaza Ames IA, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Natural Gas & Electric on secondary route W Riverside Rd from _____ to _____ a distance of 0-15 miles.

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

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:

* See Attached

2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.

3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.

4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.

5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.

6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.

7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.

8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

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

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

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

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

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

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

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

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

Date 9-14-17

Interstate Power and Light Co.
Name of Company (Applicant - Permittee)

Thomas P. Salk
by _____ Phone no. _____

Recommended for Approval:

Date 9-14-17

James Mon _____
County Engineer Phone no. 515-382-7355

Approved:

Date 9-19-17

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

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

Interstate Power and Light Company (IPL) and Wisconsin Power and Light Company (WPL) both Alliant Energy utility companies and hereafter referred to as the Utilities) assume no liability and make no warranty or representation whatsoever as to the accuracy or completeness of the information contained on this map. Any data provided is for general information only and any use of this data is at your own risk. Any intention to excavate requires compliance with state law including contacting the appropriate one call notification center. Prior to excavation, the actual physical location of buried facilities must be determined pursuant to the requirements of applicable law. This map constitutes limited protected nonpublic data that is confidential and proprietary to the Utilities. By one of the Utilities issuing you a copy of this map, you are deemed to have agreed to treat this information as confidential and to use and disclose it only for the specific project identified in your request for the map and as further restricted below. If you disagree, please destroy this map and inform the Alliant Energy representative that sent it to you that your copy has been removed from all storage mechanisms, and that you will not further use this map. This map may only be copied or reproduced for internal use by the Utilities or copied, reproduced, or disclosed by you subject to the terms of a nondisclosure or confidentiality agreement between your organization and those to whom you intend to disclose such information for a specific project, whereby the potential recipients agree to use this map only for the specific project identified in the request for the map and to treat this map as the Utilities' confidential and proprietary information restricted from further use, copying or disclosure indefinitely. Any other use, copying or reproduction is strictly forbidden.



Alliant Energy Confidential
 Classification: Confidential

STORY COUNTY PERMIT

191 W RIVERSIDE RD
 AMES, IA 50010



STORY COUNTY UTILITY PERMIT

Date 9/14/17

To the Board of Supervisors, Story County, Iowa:

The Midland Power Cooperative Company, incorporated under the laws of Iowa, with its principal place of business at Jefferson Iowa, 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 Underground Distribution on secondary route George Washington, from Cameron School Rd to 244' N of Cameron School Rd, a distance of 344 feet miles.

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

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

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

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

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

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

Date 9/13/17

Midland Power Cooperative
Name of Company (Applicant - Permittee)

Casey Huff 515-386-4111
by Phone no.

Recommended for Approval:

Date 9-14-17

Daren Morn 515-382-7355
County Engineer Phone no.

Approved:

Date 9-19-17

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

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

**Midland Power
Cooperative**

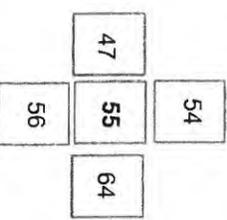


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 Yellow = B phase
 Blue = C phase
 Peach = 2 phase
 GREEN = 3 PHASE

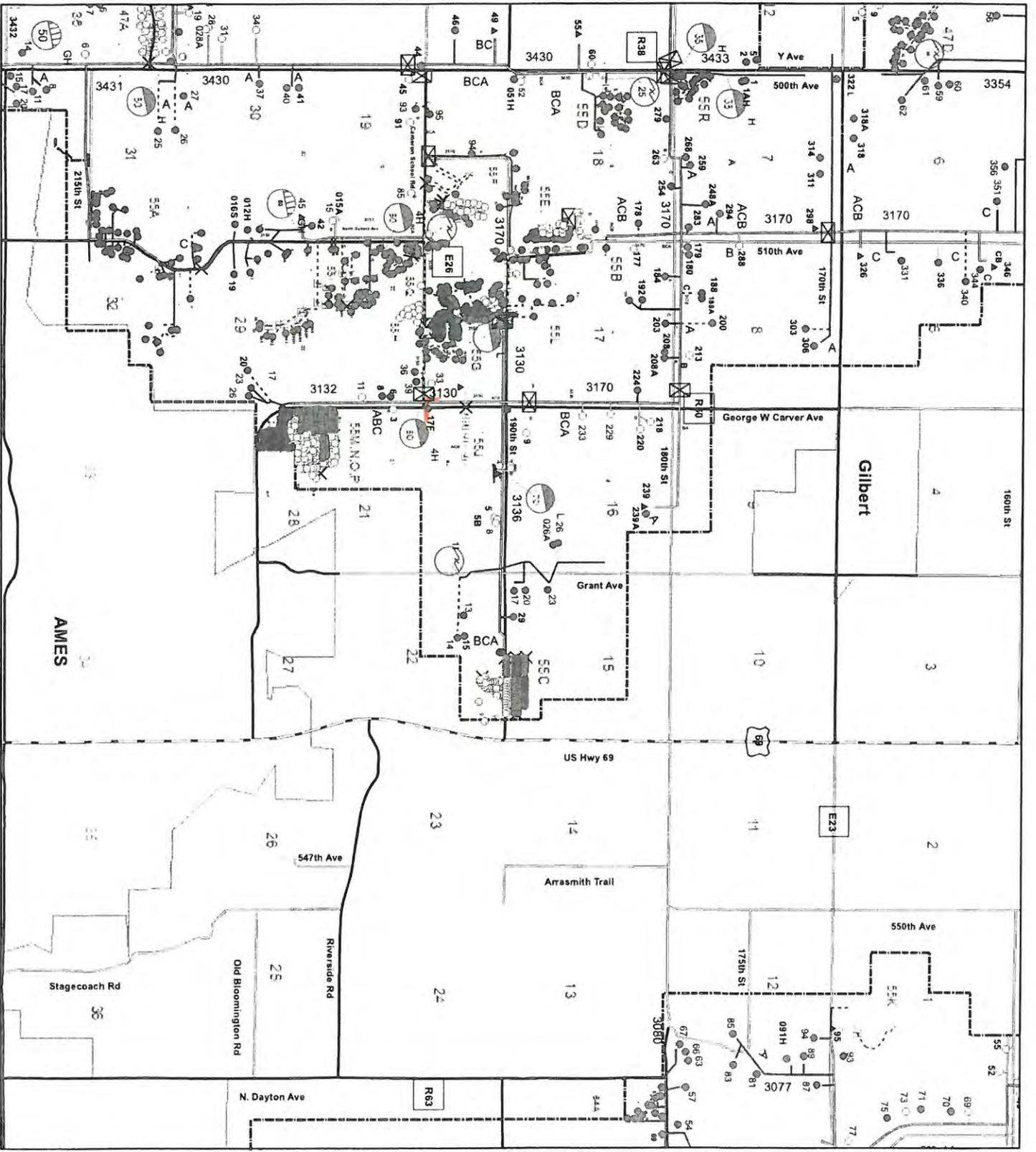
County
STORY

Township
FRANKLIN
T84N R24W

Map No.
55



Date: 3/3/2015




[Help](#)
[Back](#)

Opportunities

Funding Opportunity Details

For Additional Information and to Apply - Login | Register to iowagrants.gov

-227175-LUCAS ASSIST DEVICE FOR CARDIAC ARREST PROGRAM (LADCAP)FY18-3

Emergency Medical Services (EMS)

Application Deadline: 09/19/2017 4:00 PM

Award Amount Range: Not Applicable

Project Start Date: 04/02/2018

Project End Date: 08/31/2021

Award Announcement Date: 10/19/2017

Eligible Applicant: Please see Section b. of the Application for Eligible Applicants

Program Officer: John McMullen

Phone: 515-281-6646 x

Email: john.mcmullen@idph.iowa.gov

Categorical Area: Fire/EMS

Description

It is the responsibility of the Applicant to review all attachments listed in the section below, including the Application Guidance.

The issuance of the Application in no way constitutes a commitment by IDPH to award a contract.

Excerpts from the Application:

I. General Information

The Lucas Assistive Devices for Cardiac Arrest Program (LADCAP) project is designed to advance emergency cardiac care in patients who suffer from Sudden Cardiac Arrest (SCA). The Iowa Department of Public Health (Department) recognizes that SCA is one of the leading causes of death in the United States. Currently 95% of SCA victims do not survive. The Leona and Harry B. Helmsley Charitable Trust and the Department have collaborated to provide Lucas Device Systems (LDS) to select emergency medical services throughout the State of Iowa to advance care by providing an LDS to perform Cardio-Pulmonary Resuscitation (CPR) when cardiac arrest patients are present or encountered.

The LDS delivers effective and consistent chest compressions with a minimum of interruptions. The American Heart Association 2015 guidelines stress the importance of high quality and consistent CPR for the best possible patient outcome.

a. Purpose

The purpose of this project is to advance emergency cardiac care in patients who suffer from SCA by providing an LDS to select emergency medical services throughout the State of Iowa to perform CPR when cardiac arrest patients are present or encountered.

b. Eligible Applicants

Eligible applicants include the County Boards of Health or County Boards of Supervisors from the following counties:

Adair, Adams, Appanoose, Audubon, Boone, Cass, Clarke, Dallas, Davis, Decatur, Fremont, Guthrie, Harrison, Iowa, Jasper, Jefferson, Keokuk, Lucas, Madison, Mahaska, Marion, Marshall, Mills, Monroe, Montgomery, Page, Polk, Pottawattamie, Poweshiek, Ringgold, Shelby, Story, Taylor, Union, Van Buren, Wapello, Warren, Washington, Wayne

Counties listed above that do not complete this application will be provided an additional opportunity to apply for the LADCAP project when the final statewide application is posted. Remaining counties in Iowa will be provided an opportunity to apply for the LDS program in future grant applications.

c. Project Information

The project funding is through The Leona M. and Harry B. Helmsley Charitable trust. Each LDS includes the following:

- Lucas 3 unit with back plate, rechargeable battery, and carrying case
- 1 set of patient straps (one for the patient's right hand and left hand)
- 1 stabilization strap
- 2 suction cups
- 1 additional rechargeable battery
- Instructions for use
- One-year warranty (provided by Physio-Control)
- Lucas 3 power supply with cord

The criteria for the number of LDS for emergency medical transport services is based on the criteria approved by the Leona and Harry B. Helmsley Charitable Trust Lucas Assistive Devices for Cardiac Arrest Program.

Population of County

Number of systems Available*

50,000 or more	6 LDS
20,000 to 49,999	5 LDS
15,000 to 19,999	4 LDS
10,000 to 14,999	3 LDS
Up to 9,999	2 LDS

*All county LDS allocations are not to exceed the number of transport authorized ambulances in the county.

Table A:

County	Number of LDS
Adair County	2
Adams County	2
Appanoose County	2
Audubon County	2
Boone County	4
Cass County	3
Clarke County	2
Dallas County	6
Davis County	2
Decatur County	2
Fremont County	2
Guthrie County	3
Harrison County	3
Iowa County	4
Jasper County	5
Jefferson County	2
Keokuk County	3
Lucas County	2
Madison County	4
Mahaska County	5
Marion County	5
Marshall County	5
Mills County	4
Monroe County	2
Montgomery County	3
Page County	4
Polk County	6
Pottawattamie County	6
Poweshiek County	4
Ringgold County	2
Shelby County	3
Story County	6
Taylor County	2
Union County	3
Van Buren County	2
Wapello County	5
Warren County	5
Washington County	5
Wayne County	2

Training and delivery of LDS will occur based on the time critical condition service areas. (See Map Attachment) This schedule is tentative based on availability of LDS and availability of instructors.

1. Service areas 5A and 5B - April 2018
2. Service area 1B - May 2018
3. Service area 1C - June 2018
4. Service area 1A - July 2018
5. Service area 4 - August 2018

Any counties located in the service areas listed that have already taken delivery of LDS and received training are excluded from participation.

Access to or delivery of the project may be withdrawn, depending on availability of funding to IDPH or any other grounds determined by IDPH to be in IDPH's best interests.

Applicants that do not meet the application deadline, or who may want more devices than allocated in Table A, may have an opportunity to apply at a later date yet to be determined by the department.

II REQUIRED ACTIVITIES

A. Each applicant will identify the emergency medical transport service(s) that serve residents within the county, to receive a LDS and training. The quantity of devices being assigned to Each authorized transport service must be identified in the service selection and justification form in the application. (The number of LDS available to each county is noted in Table A. When identifying the transport authorized ambulance services to receive the LDS the applicant is encouraged to consider:

- Rural Services with extended transport times
- Services that do not currently have a mechanical CPR device

B. In order for identified emergency medical transport services to receive the LDS, the service must have 2 representatives complete the LDS training provided by the department. These representatives will be responsible to provide LDS training to additional EMS providers on that identified service.

C. Each recipient of an LDS will notify the department of any transfer of this equipment during the life of this agreement, within 10 days of transfer to an approved transporting service that has received department approved LDS training and is authorized to transport patients in Iowa.

D. Each recipient of an LDS will report the use of this device through data reporting system as required in Iowa Code Chapter 147A and IAC 641-132.8(3). q.

III SCHEDULE OF IMPORTANT DATES

The table below lists important dates in the application and contract award process.

EVENT	DATE
Application Guidance Issued	September 5, 2017
Applications Due	September 19, 2017
Post Notice of Intent to Award	October 19, 2017

Attachments

Click on the File Name to open attachment

Description	File Name	File Size
A. LADCAP Application Guidance.pdf	A. LADCAP Application Guidance-Remainder of Iowa.pdf	196 KB
B. IowaGrants Registration Instructions	B. IowaGrants Registration Instructions Updated 2016.pdf	873 KB
C. IDPH Application Instruction Guidance	C. IDPH Application Instruction Guidance 2016.pdf	1.9 MB
D. LADCAP County DRAFT MOU.pdf	D. LADCAP County MOU New Letterhead FINAL CV.pdf	46 KB
E. LADCAP Map Attachment.pdf	E. LADCAP Map Attachment.pdf	153 KB
F. Eligible Services.pdf	F. Eligible services for remainder of State.pdf	61 KB

Website Links

Click on the URL to go to website

Website Link	Grant Program Information
https://idph.iowa.gov/finance/funding-opportunities/general-conditions	IDPH General Conditions 7-1-2016

APPROVED DENIED

Board Member initials: RS
 Meeting Date: 9-19-17
 Follow-up action: _____



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: September 18, 2017

Re: Consideration of Amendment to Agreement between Shive-Hattery, Inc. and Story County Conservation for Tedesco Environmental Learning Corridor for \$101,200

The attached amendment secures the services of Shive-Hattery, Inc. for bid phase services, construction administration, and construction observation for Bid Package #1, Tedesco Environmental Learning Corridor. These services will incur an additional \$101,200.

The Conservation Board urges your approval of the amendment.

AMENDMENT TO AGREEMENT
between SHIVE-HATTERY, INC. AND THE CLIENT

ATTN: Michael Cox
CLIENT: Story County, IA Conservation Board
McFarland Park
56461 180th Street
Ames, IA 50010-9451

PROJECT: Story County Conservation ISU Research Park Greenbelt Park

PROJECT LOCATION: Ames, IA

ORIGINAL AGREEMENT DATE: July 27, 2016

AMENDMENT NO.: 1

AMENDMENT DATE: July 11, 2017

Story County, IA Conservation Board and Shive-Hattery, Inc. (S-H) agree to amend the Original Agreement as follows:

PROJECT DESCRIPTION

The Project Description is revised as follows:

NO CHANGES

SCOPE OF SERVICES

The provided services are revised as follows:

ADD

Bid Phase Services, Construction Administration, and Construction Observation

Tasks for the Scope of Services are revised as follows:

ADD

I. Bid Package #1 BID PHASE SERVICES

- A. Schedule and attend one pre-bid meeting anticipated to be held at the Tedesco Environmental Learning Corridor.
- B. Answer a reasonable amount of contractor questions during bidding and prepare addenda and clarifications as requested.
- C. Attend bid opening conducted by Story County Board of Supervisors and prepare a bid tabulation of bids received.
- D. Assist Story County Conservation with reviewing the bids received and identifying the responsive, responsible low bidder.
- E. Notify unsuccessful bidders.

II. Bid Package #1 CONTRACT ADMINISTRATION/CONSTRUCTION OBSERVATION

- A. Obtain Contractor qualifications, subcontractors, bonds, and insurance, and prepare construction contract.
- B. Schedule and attend one (1) preconstruction meeting.



- C. Attend biweekly construction progress meetings.
- D. Prepare, review, and/or process paperwork for the project including shop drawings, change orders, requests for information, pay requests, etc.
- E. Answer contractor questions.
- F. Provide construction observation. The level of construction observation on the project will vary with construction activity. We anticipate providing an average of one (1) weekly construction observation visit. Prepare observation reports to document observed construction activities and observations determining compliance with contract documents. We understand that Story County Conservation staff will also be providing construction visits for the project and can coordinate questions that arise with S-H.
- G. Incorporate changes during construction into Record Drawings.
- H. Prepare final punchlist and process close-out paperwork.
- I. Anticipated substantial completion for grading and in stream structures is December 31, 2017. Anticipated substantial completion for seeding is March 31, 2018.
- J. Project Geomorphologist construction phase services:
 - 1. Provide one-day site visit and provide installation oversight of in-stream structures.
 - 2. Provide video/photographic review of installation techniques and answer contractor questions on an as-needed basis.
- K. Project Wetland Scientist/Ecologist construction phase services:
 - 1. Provide field observation at selected periods (Assume 12 trips) during the construction of the streambank stabilization and wetland area to include:
 - 1) Visual classification of soils during excavation to determine consistency with limited soil cores collected during design.
 - 2) Review of final grades in wetland and reconnected floodplain areas.
 - 3) Review of permanent seeding operations by contractor.
 - 4) Review of streambank bioengineering practices.
 - 5) Assist owner with installation of live stake material.
 - 6) Prepare observation reports to document observed construction activities and observations determining compliance with contract documents.
 - 2. Provide review of owner prepared seed mixes to ensure compatibility with restoration design intent.
 - 3. Answer questions regarding wetland and seeding on an as-needed basis.

III. ADDITIONAL DESIGN SERVICES

- A. WQI grant application assistance.
- B. Estimate historical soil loss in conversion from swale to incised channel.
- C. Additional trip by Wallace Roberts Todd to Public Input Meeting.
- D. Assist with tree cutting package and attend site reviews with owner/contractor.
- E. Masterplan graphic for trail extension/park west of University Blvd.
- F. Mulch material review and stockpile location coordination.
- G. Review and coordination of McFarland Clinic stormwater and solar.

CLIENT RESPONSIBILITIES

Client Responsibilities are revised as follows:

NO CHANGES

SCHEDULE

The Schedule is revised as follows:

We have begun our services based on your verbal authorization to proceed. After you have returned this countersigned Agreement, we will release our work product.

- We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services.

COMPENSATION

The Compensation is revised as follows:

ADD

Amendment #1

Description	Fee Type	Fee	Estimated Expenses	Total
BP #1 BID PHASE SERVICES	Hourly w/Max	\$4,500	\$300	\$4,800
BP #1 CA/CO	Hourly w/Max	\$79,500	\$7,500	\$87,000
ADDITIONAL DESIGN SERVICES	Hourly w/Max	\$9,400	\$0	\$9,400
ESTIMATED TOTAL		\$93,400	\$7,800	\$101,200

Fee Types:

- Hourly w/Max - We will provide the Scope of Services on an hourly rate basis at our Standard Hourly Fee Schedule in effect at the time that the services are performed. We will not exceed the estimated amounts above without your prior authorization.

Expenses:

- Estimated amount - The estimated expense amounts above will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred. We will not exceed the amounts without your prior authorization.

ADDITIONAL SERVICES

The Additional Services are revised as follows:

NO CHANGES

EXHIBITS

The Exhibits are revised as follows:

NO CHANGES

AGREEMENT

When accepted by both parties, this Amendment will amend the Original Agreement and is subject to all other terms and conditions of the Original Agreement. Original, facsimile, electronic signatures or other electronic acceptance by the parties (and returned to Shive-Hattery) are deemed acceptable for binding the parties to the Amendment. The Client representative signing this Amendment warrants that he or she is authorized to enter into this Amendment on behalf of the Client.

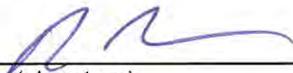
Sincerely,
SHIVE-HATTERY, INC.



Luke Monat, P.E.
Project Manager
lmonat@shive-hattery.com

AMENDMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: Story County, IA Conservation Board

BY:  TITLE: Chair BOS
(signature)

PRINTED NAME: Rick Sanders DATE ACCEPTED: 9-18-17

**STANDARD HOURLY and
REIMBURSABLE EXPENSE FEES SCHEDULES**
Effective January 1, 2017 to December 31, 2017

STANDARD HOURLY FEES:

PROFESSIONAL STAFF:

Grade 1	\$ 84.00
Grade 2	\$100.00
Grade 3	\$113.00
Grade 4	\$127.00
Grade 5	\$138.00
Grade 6	\$151.00
Grade 7	\$164.00
Grade 8	\$180.00
Grade 9	\$198.00

TECHNICAL STAFF:

Grade 1	\$ 58.00
Grade 2	\$ 72.00
Grade 3	\$ 80.00
Grade 4	\$ 89.00
Grade 5	\$100.00
Grade 6	\$113.00
Grade 7	\$126.00

ADMIN STAFF: \$ 58.00

SURVEY STAFF:

One Person	\$118.00
Two Person	\$181.00
Scanning Surveyor	\$140.00

REIMBURSABLE EXPENSE FEES:

TRAVEL

Mileage- Car/Truck	\$0.53/ Mile
Mileage- Survey Trucks	\$0.63/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

OUTSIDE SERVICES

Computer Services	Cost + 10%
Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%
Deliveries	Cost + 10%

IN-HOUSE SERVICES

Drawings/Prints/Plots:

Bond	\$.30/ Sq.Ft.
Mylar	\$.75/ Sq.Ft.
Photogloss	\$.90/ Sq.Ft.
Color Bond	\$.60/ Sq.Ft.
Foam Core Mounting	\$13.00

Color Prints:

Letter Size	\$ 1.00
Legal and 11x17 Size	\$ 2.00

AIA[®] Document A105[™] – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 13th day of September in the year 2017

(Paragraph Deleted)

BETWEEN the Owner:

(Name, legal status, address and other information)

Story County Board of Supervisors
900 Sixth Street
Nevada, IA 50201

and the Contractor:

(Name, legal status, address and other information)

HPC, L.L.C,
120 North Sherman Avenue
Ames, IA 50010

for the following Project:

(Name, location and detailed description)

Story County Iowa
Human Services Center
Back-Up Generator Installation 2017

The Architect:

(Name, legal status, address and other information)

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

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

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

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

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS**
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
- 3 CONTRACT SUM**
- 4 PAYMENTS**
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- 10 CHANGES IN THE WORK**
- 11 TIME**
- 12 PAYMENTS AND COMPLETION**
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- 15 MISCELLANEOUS PROVISIONS**
- 16 TERMINATION OF THE CONTRACT**
- 17 OTHER TERMS AND CONDITIONS**

ARTICLE 1 THE CONTRACT DOCUMENTS

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

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated August 15, 2017 , and enumerated as follows:

Drawings:

Number	Title	Date
A0.0	Title Sheet/Index/Symbols	
A1.0	Site Plan & Details	
ES0.1	Site Plan	
E1.1	Partial Floor Plans	
E5.1	Riser Diagram	
E5.2	Schedules & Details	

Specifications:

Section	Title	Pages
	See Attached Table of Contents	

.3 addenda prepared by the Architect as follows:

Number	Date	Pages
#1	August 31, 2017	3

.4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

Supplementary Conditions as attached

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

(Insert the date of commencement if other than the date of this Agreement.)

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

(Check the appropriate box and complete the necessary information.)

Not later than One hundred seventy five (175) calendar days from the date of commencement.

By the following date:

ARTICLE 3 CONTRACT SUM

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

Two hundred forty-five thousand and no/100 (\$ 245,000.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:

(Itemize the Contract Sum among the major portions of the Work.)

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

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

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

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:

(Identify each allowance.)

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

§ 3.5 Unit prices, if any, are as follows:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
------	-----------------------	-------------------------

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:

(Insert below timing for payments and provisions for withholding retainage, if any.)

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

(Insert rate of interest agreed upon, if any.)

1.5 % One and one half percent

ARTICLE 5 INSURANCE See attached Supplementary Conditions

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

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

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

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

§ 5.1.4 Workers' Compensation at statutory limits.

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

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

§ 5.1.7 Other Insurance Provided by the Contractor

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

Coverage	Limits
----------	--------

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

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

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

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

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

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

§ 6.2 The Work

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

§ 6.3 Intent

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

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

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

§ 6.5 Electronic Notice

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

Standard email procedures of the parties involved.

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

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

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

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

§ 7.2 Owner's Right to Stop the Work

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

§ 7.3 Owner's Right to Carry Out the Work

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

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

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

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

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

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

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

§ 8.2 Contractor's Construction Schedule

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

§ 8.3 Supervision and Construction Procedures

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

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

§ 8.4 Labor and Materials

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

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

§ 8.5 Warranty

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

§ 8.6 Taxes

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

§ 8.7 Permits, Fees and Notices

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

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

§ 8.8 Submittals

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

§ 8.9 Use of Site

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

§ 8.10 Cutting and Patching

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

§ 8.11 Cleaning Up

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

§ 8.12 Indemnification

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

ARTICLE 9 ARCHITECT

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

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

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

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

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

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

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

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

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

ARTICLE 10 CHANGES IN THE WORK

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

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

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

ARTICLE 11 TIME

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

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

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

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

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

§ 12.2 Applications for Payment

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

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

§ 12.3 Certificates for Payment

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

§ 12.4 Progress Payments

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

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

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

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

§ 12.5 Substantial Completion

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

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

§ 12.6 Final Completion and Final Payment

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

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

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

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

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

ARTICLE 14 CORRECTION OF WORK

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

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

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

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

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

§ 15.2 Tests and Inspections

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

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

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

§ 15.3 Governing Law

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

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

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

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 16.3 Termination by the Owner for Convenience

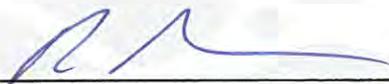
The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

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

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



OWNER (Signature)
 Rick Sanders Chair Bds

(Printed name and title)



CONTRACTOR (Signature)
 Harold Pike, Owner

(Printed name and title)
 LICENSE NO.:
 JURISDICTION:

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SECTION 00 7300
SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.01 SUMMARY

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

1.02 MODIFICATIONS TO AIA A201

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

1.03 ADDITIONAL ARTICLE - DEFINITIONS

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

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

Prepared By: Emily Zandt, Story County Planning and Development, 900 6th Street, Nevada, IA 50201 (515) 382-7245
Please Return to the Story County Planning & Development Department

**STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER 18-37**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to subdivide real estate from Howard Reischauer, 67768 120th Street, Zearing, Iowa involving the real estate located in Warren Township, Section 13 at 67768 120th Street, Zearing, Iowa, 50278 and identified as parcel #03-13-200-215 hereinafter described on Attachment A and shown on Attachment B, and

WHEREAS, Howard Reischauer Revocable Trust 1/2 and Judy Reischauer Revocable Trust 1/2 are the legal titleholders of said real estate, and

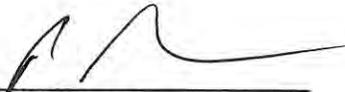
WHEREAS, it appears that all conditions and requirements prescribed by Chapter 354 and Chapter 355, *Code of Iowa*, and as prescribed by the *Story County C2C Plan* and the *Code of Ordinances, of Story County, Iowa*, have been complied with and met,

AND WHEREAS, it is the opinion of the Board of Supervisors of Story County, Iowa, that it is advisable and in the best interests of Story County, Iowa, and all persons concerned, that said Plat be approved, and accepted.

NOW, THEREFORE, BE IT RESOLVED that the plat of the Morning Dove Residential Parcel Subdivision involving real estate hereinafter described on Attachment A and shown on Attachment B being the same, is hereby approved and accepted and all acts and deeds of the said owners and grantors in the premises are hereby confirmed and approved and the real estate hereinafter described on Attachment A shall hereinafter be known as the Morning Dove Subdivision.

IT IS FURTHER RESOLVED that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution 18-37 to be affixed to said Final Plat upon its approval by the Board of Supervisors.

Dated this 19th day of September, 2017.



Board of Supervisors
Story County, Iowa



County Auditor
Story County, Iowa

Moved by: _____

Seconded by: _____

Voting Aye: _____

Voting Nay: _____

Absent: _____

ATTACHMENT A

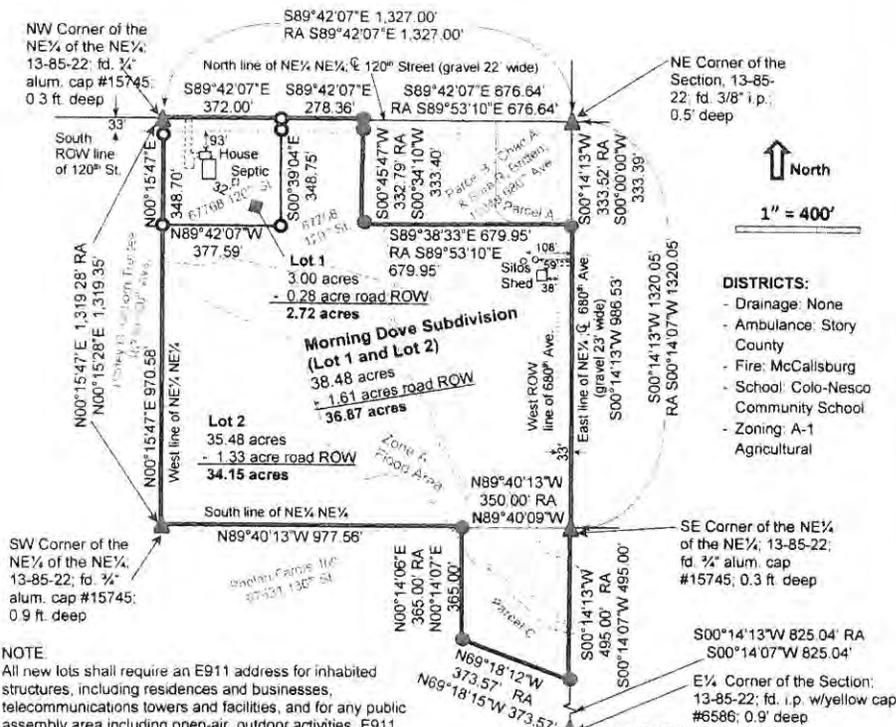
Legal Description

The NE 1/4 of the NE 1/4 of Section 13, Township 85 North, Range 22 West of the 5th PM, Story County, Iowa, except Parcel "B" in the NE 1/4 of the NE 1/4 of Section 13, Township 85 North, Range 22 West of the 5th PM, Story County, Iowa, as shown on the "Plat of Survey" filed in the office of the Recorder of Story County, Iowa, on September 10, 2002, as Inst. No. 02-13711, Slide 146, Page 2, **AND** Parcel "C" a part of the SE 1/4 of the NE 1/4 of Section 13, Township 85 North, Range 22 West of the 5th P.M., Story County, Iowa, as shown on the "Plat of Survey" filed in the office of the Recorder of Story County, Iowa, on July 28, 2006, as Inst. No. 06-09218, Slide 285, Page 3, Story County, Iowa.

ATTACHMENT B

Prepared By: Marlee Walton, PE, PLS #11590; M. J. Walton & Associates, Inc.; 456 Rookwood Dr.; Ames, IA 50010; 515-232-5768

Morning Dove Residential Parcel Subdivision Plat



NOTE
All new lots shall require an E911 address for inhabited structures, including residences and businesses, telecommunications towers and facilities, and for any public assembly area including open-air, outdoor activities. E911 addresses shall be assigned by Story County at the request of the property owner.

MARLEE A. WALTON
11590
LICENSED PROFESSIONAL ENGINEER & LAND SURVEYOR

I hereby certify that this land survey document was prepared and the related survey work was performed by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Marlee Walton Sept 14/17
Marlee A. Walton, PE, PLS Date
License Number #11590
My license renewal date is December 31, 2018

<p style="text-align: center;">M. J. Walton & Associates, Inc. Surveying and Mapping 456 Rookwood Drive Ames, IA 50010</p>	<p>Survey Requested By: Howard Reischauer</p> <p>Owner of Record: Howard Reischauer Rev. Trust 1/2 and Judy Reischauer Rev. Trust 1/2</p> <p>Field Work Completed: 08/23/17</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Drawn: N5</td> <td>Sheet No.: 1/2</td> </tr> <tr> <td>Date: 08/24/17</td> <td>Proj. No.: 8059</td> </tr> </table>	Drawn: N5	Sheet No.: 1/2	Date: 08/24/17	Proj. No.: 8059
Drawn: N5	Sheet No.: 1/2				
Date: 08/24/17	Proj. No.: 8059				

Prepared By: Marlee Walton, PE, PLS #11590; M. J. Walton & Associates, Inc.; 456 Rookwood Dr.; Ames, IA 50010; 515-232-5768

Legal Description - Morning Dove Subdivision (Includes Lot 1 and Lot 2):

That part of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) and the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) all in Section 13 Township 85 North, Range 22 West of the 5th P.M., Story County, Iowa, further described as follows:

Beginning at the Northwest (NW) Corner of the NE¼ of the NE¼ of said Section 13; thence S89°42'07"E 372.00 feet along the North line of the NE¼ of the NE¼ of said Section; thence continuing S89°42'07"E 278.36 feet along the North line of the NE¼ of the NE¼ of said Section 13; thence S00°45'47"W 332.79 feet along the West line of Parcel B; thence S89°38'33"E 679.95 feet along the South line of Parcel B; thence S00°14'13"W 986.53 feet along the East line of the NE¼ of said Section 13 to the Southeast (SE) Corner of the NE¼ of the NE¼ of said Section 13; thence continuing S00°14'13"W 495.00 feet along the East line of the NE¼ of said Section 13 and the East line of Parcel C; thence N69°18'12"W 373.57 feet along the South line of Parcel C; thence N00°14'06"E 365.00 feet along the West line of Parcel C; thence N89°40'13"W 977.56 feet along the South line of the NE¼ of the NE¼ of said Section 13; thence N00°15'47"E 1,319.28 feet along the West line of the NE¼ of the NE¼ of said Section 13 back to the Point of Beginning. The subdivision contains 38.48 acres of which 35.03 acres are in the NE¼ of the NE¼ of said Section 13 and 3.45 acres are in the SE¼ of the NE¼ of said Section 13 (Parcel C). Within the subdivision, 1.61 acres are Story County Road Right of Way of which 1.24 acres are in the NE¼ of the NE¼ of said Section 13 and 0.37 acre is in the SE¼ of the NE¼ of said Section 13 (Parcel C). The subdivision has a net of 36.87 acres.

Legal Description - Lot 1:

That part of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) in Section 13 Township 85 North, Range 22 West of the 5th P.M., Story County, Iowa, further described as follows:

Beginning at the Northwest (NW) Corner of the NE¼ of the NE¼ of said Section 13; thence S89°42'07"E 372.00 feet along the North line of the NE¼ of the NE¼ of said Section 13; thence S00°39'04"E 348.75 feet along a westerly line of Lot 2; thence N89°42'07"W 377.59 feet along a northerly line of Lot 2; thence N00°15'47"E 348.70 feet along the West line of the NE¼ of the NE¼ of said Section 13 back to the Point of Beginning. Lot 1 contains 3.00 acres of which 0.28 acre are Story County Road Right of Way giving a net of 2.72 acres.

Legal Description - Lot 2:

That part of the Northeast Quarter (NE¼) of the Northeast Quarter (NE¼) and the Southeast Quarter (SE¼) of the Northeast Quarter (NE¼) all in Section 13 Township 85 North, Range 22 West of the 5th P.M., Story County, Iowa, further described as follows:

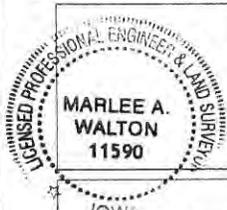
Commencing at the Northwest (NW) Corner of the NE¼ of the NE¼ of said Section 13; thence S89°42'07"E 372.00 feet along the North line of the NE¼ of the NE¼ of said Section 13 and the North line of Lot 1 to the Point of Beginning; thence continuing S89°42'07"E 278.36 feet along the North line of the NE¼ of the NE¼ of said Section 13; thence S00°45'47"W 332.79 feet along the West line of Parcel B; thence S89°38'33"E 679.95 feet along the South line of Parcel B; thence S00°14'13"W 986.53 feet along the East line of the NE¼ of said Section 13 to the Southeast (SE) Corner of the NE¼ of the NE¼ of said Section 13; thence continuing S00°14'13"W 495.00 feet along the East line of the NE¼ of said Section 13 and the East line of Parcel C; thence N69°18'12"W 373.57 feet along the South line of Parcel C; thence N00°14'06"E 365.00 feet along the West line of Parcel C; thence N89°40'13"W 977.56 feet along the South line of the NE¼ of the NE¼ of said Section 13; thence N00°15'47"E 970.56 feet along the West line of the NE¼ of the NE¼ of said Section 13; thence S89°42'07"E 377.59 feet along the South line of Lot 1; thence N00°39'04"W 348.75 feet along the East line of Lot 1 back to the Point of Beginning. Lot 2 contains 35.48 acres of which 32.03 acres are in the NE¼ of the NE¼ of said Section 13 and 3.45 acres are in the SE¼ of the NE¼ of said Section 13 (Parcel C). Within the subdivision, 1.33 acres are Story County Road Right of Way of which 0.96 acre is in the NE¼ of the NE¼ of said Section 13 and 0.37 acre is in the SE¼ of the NE¼ of said Section 13 (Parcel C). Lot 2 has a net of 34.15 acres.

Notes:

- The basis of the bearing was the bearing of the North line of the NE¼ of the NE¼ of Section 13 Township 85 North, Range 22 West of the 5th P.M., Story County, Iowa, was set to match the bearing of the same line in the Plat of Story County, Iowa, recorded on Slide 285, Page 3, on July 28, 2006, at the Story County Recorder's Office.
- The flood information was extracted from the FEMA Flood Map Service Center.
- A stream easement is provided and dedicated to Story County which is thirty (30) feet wide on both sides of the center of the watercourse.
- Maintenance and upkeep of the easement will be the responsibility of the owner of Lot 2.

I hereby certify that this land survey document was prepared and the related survey work was performed by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Marlee Walton Sept 14, 17
 Marlee A. Walton, PE, PLS Date
 License Number #11590
 My license renewal date is December 31, 2018



M. J. Walton & Associates, Inc.
 Surveying and Mapping
 456 Rookwood Drive
 Ames, IA 50010

Survey Requested By: Howard Reischauer	
Owner of Record: Howard Reischauer Rev. Trust ½ and Judy Reischauer Rev. Trust ½	
Field Work Completed: 08/23/17	
Drawn: NS	Sheet No.: 2/2
Date: 08/24/17	Proj. No.: 8059

Staff Report

Board of Supervisors

Date of Meeting:
September 19, 2017

Case Number SUB011-17
Residential Parcel Subdivision – Morning Dove Subdivision
Resolution No. 18-37

APPLICANT: Howard and Judy Reischauer
67768 120th Street
Zearing, IA 50278

STAFF PROJECT MANAGER: Emily Zandt, Planner

SUMMARY: Residential Parcel Subdivision request for proposed Lot 1, to contain the existing single-family dwelling, and proposed Lot 2, to contain the existing agricultural land and structures and for the construction of a new single-family dwelling in the future. Planning staff recommend approval of the proposed Residential Parcel Subdivision Plat.





Background

Property Owners

Howard Reischauer Revocable Trust

Judy Reischauer Revocable Trust

Parcel Identification Number

03-13-200-215

Location of Subdivision

Warren Township (13-85-22)

Size of Area

36.87 Net Acres

Current Zoning

A-1 Agricultural District

Description of Proposed Subdivision

The application is to consider a request for a Residential Parcel Subdivision of the 36.87-net acre parcel that includes a proposed Lot 1, a 2.72 net-acre lot that will contain the existing single-family dwelling constructed in 2007 and will be located in the northwest portion of the proposed subdivision, and proposed Lot 2, a 34.15 net-acre lot buildable lot for a single-family dwelling located to the south and east of proposed Lot 1. Lot 2 will remain in agricultural row crop production, however the subdivision will allow for a single-family dwelling to be built on Lot 2 in the future if desired. Proposed Lot 1 will have frontage on 120th Street and proposed Lot 2 will have frontage on both 120th Street and 680th Avenue.

Applicant's Property and Current Surrounding Land Use

The property is located in Warren Township. It is approximately 1.6 miles northeast of the City of McCallsburg, and 2.25 miles northwest of the City of Zearing. Adjacent properties include several large agricultural parcels and a residential lot (farmstead) to the northeast. There are thirty-seven (37) parcels located within a half mile of the property. Five (5) of these parcels, including the subject property, contain single-family dwellings. There are also twenty-three (23) parcels within half a mile of the property without dwellings that meet or exceed the minimum 35-acre requirement and would be candidates to obtain zoning permits from the County for the construction of a single-family dwelling.

The existing single-family dwelling, located on proposed Lot 1, was constructed in 2007. Lot 2 is currently in row crop production and will contain three existing (3) agricultural structures including a corn crib built in 1898 and two Steel Grain Storage Bins, built in 1963 and 1983. This property does contain approximately 12 acres of floodplain located to the south and southeast of the existing dwelling on proposed Lot 1. There appears to be sufficient space outside of the floodplain to build a single-family dwelling on proposed Lot 2 in the future.

Adjacent properties to applicant's property



North– 37.75- net acre parcel in agricultural row crops and pasture
East – 4.45-net acre residential parcel (This was the original farmstead that was divided from the farm ground in 2002.); 24.57-net acre parcel in agricultural row crops
South – 35.92-net acre parcel in agricultural row crops
West – 39.50-net acre parcel in agricultural row crops

History of Applicant’s Property

The subject property is located in the east half of the NE quarter of Section 13 of Warren Township in Story County. Parcel B was split from the original quarter quarter through a Plat of Survey in 2002, creating Parcel A. Parcel C, was surveyed and adjoined to Parcel A in 2006 to allow the property owner to meet the 35-acre minimum lot size to construct a single-family dwelling in the A-1 district.

Cities within Two Miles

McCallsburg

Utility Providers

Midland Power Cooperative – Electric
Iowa Regional Utilities Association – Water

Districts

Colo- Nesco School District
Story County Ambulance
McCallsburg Fire Department

Applicable Regulations – Story County Land Development Regulations

87.06 RESIDENTIAL PARCEL SUBDIVISION PLAT

A subdivision may be submitted for review and approval as a residential parcel subdivision plat when all of the following are true:

1. The development lots created by the subdivision are intended to be used for residential purposes.
2. Only two development lots may be created.
3. The Assessment Property Record Card for the property shall show a single family dwelling and/or farmstead, as defined in Section 85.08, in existence.
4. The subdivision includes no land set apart for new streets, alleys, parks, dedicated open space, school property or public use.
5. The subdivision lies wholly within the A-1 District. For parcels located within the boundaries of the Ames Urban Fringe Plan, the subdivision must be both zoned A-1 Agricultural and lie wholly within the Rural Service and Agricultural Conservation Area designation.



6. Both development lots (created by the residential parcel subdivision) shall contain a minimum of one acre (net) each. All side and rear yard setback requirements must be met.
7. All resulting development lots shall have access to an adjoining public roadway by actual road frontage or easement.
8. No variances from subdivision or zoning standards shall be granted in order to accomplish the residential parcel subdivision.
9. The existing parcel shall not have been created through a previously approved residential parcel subdivision.

Commentary

The following comments are part of the official record of the proposed Residential Subdivision Plat – **Morning Dove Subdivision, Case No. SUB11-17.** If necessary, conditions of approval may be formulated based off these comments.

Comments from the Interagency Review Team

The application materials were forwarded to the members of the Interagency Review Team and the following comments were received.

Story County Assessor’s Office

The Assessor's Office will review the Classification of the property for the 2018 Assessment.

Story County Auditor’s Office

The plat lists the property owner as Howard Reischauer Rev. Trust 1/2. That is one of the owners. Judy Reischauer Rev. Trust 1/2 should be added as an Owner of Record on both pages.

Story County Floodplain Manager

Thank you for the opportunity to provide comments regarding this proposed subdivision. As identified on the proposed plat, there is FEMA-mapped floodplain present. The mapped floodplain is “Zone A” on the flood insurance study as such, detailed elevations are not available. It will be the responsibility of the property owner, if development as defined below is requested, to identify the following per County regulations. Story County’s preference would be that all areas of the mapped floodplain on the property be placed in an outlet, which is demonstrated on the proposed plat. We would also prefer deed restrictions prohibiting any further development as defined above. At this time, our adopted regulations, however, do not dictate such; it is only a recommended course of action.

Story County Conservation

This subdivision includes a stream, which would need to be protected by easement. 30 feet from centerline on both sides will be sufficient.

Story County Engineer

Any new driveway will require a permit from the Secondary Roads Department.



Story County Environmental Health

The septic system mound and the geothermal wells are located within the proposed property boundaries of the existing house. No concerns.

Story County Planning & Development Department

1. The existing parcel was considered buildable for a single-family dwelling because it was joined with Parcel C to create one tax parcel that met the 35-acre minimum lot size requirement to construct a dwelling in the A-1 Agricultural Zoning District. If Parcel C and the NE ¼ of the NE ¼ of Section 13, Township, 85, Range 22 Except Parcel B were split into separate tax parcels, neither would be considered buildable.
2. Parcel C should remain adjoined to Lot 2 and be shown as such on the plat.
3. The property is designated as Agriculture Conservation Area and Natural Area by the Story County Cornerstone to Capstone Comprehensive Plan. Principles for the Agricultural Conservation Area include discouraging development of agricultural land. Portions of Parcel C are designated as Natural Areas. Principles for this area include discouraging development. Further, The Story County Land Development Regulations Section 88.05 do not permit the removal of more than 15% of the natural resources, unless unavoidable, and then a replanting plan shall be required. Natural resources shall be protected during construction.

Comments from the General Public

Notification letters were mailed to surrounding property owners regarding the public meeting on the subdivision request on September 12, 2017. No written or verbal comments were received from the general public at the time this staff report was completed.

At their Monday, September 11, 2017 City Council meeting, the City of McCallsburg voted to approve and accept the proposed subdivision.

Analysis

Points to consider in evaluating the applicant's request to divide their property through the Residential Parcel Subdivision Plat process to create two (2) lots for a proposed and existing residential dwellings.

1. Five (5) single-family homes, including the subject property, are located within half a mile of the property. The proposed residential parcel subdivision fits in with the existing single-family dwellings and the rural character of the area.
2. Twenty-three (23) parcels in the area without dwellings meet or exceed the minimum 35-acre requirement and would be candidates to obtain zoning permits from the County for the construction of a single-family dwelling.
3. Access to proposed Lot 1 will remain along 120th Street. Proposed Lot 2 also has frontage along both 120th Street and 680th Street.
4. Lot 1 and 2 meet the minimum requirement of one acre (net) each.
5. Proposed Lot 2 contains approximately 12 acres of Flood Zone, however there appears to be sufficient options for locating a single-family dwelling outside of the Flood Zone.
6. Proposed Lot 2 will be sold to the owner of Parcel B (the original farmstead) and will remain in agricultural row crops. There are no immediate plans to construct a dwelling on proposed Lot 2.



Alternatives

Story County Planning & Development Staff recommend the approval of the Morning Dove Residential Parcel Subdivision Plat as proposed (alternative #1).

1. **The Story County Board of Supervisors approves Resolution #18-37, the Residential Parcel Subdivision Plat – Morning Dove Subdivision as put forth in SUB11-17.**
2. The Story County Board of Supervisors approves Resolution #18-37, the Residential Parcel Subdivision Plat – Morning Dove Subdivision with conditions, as put forth in SUB11-17.
3. The Story County Board of Supervisors denies Resolution #18-37, the Residential Parcel Subdivision Plat – Morning Dove Subdivision, as put forth in SUB11-17.
4. The Story County Board of Supervisors tables the decision on Resolution #18-37, the Residential Parcel Subdivision Plat – Morning Dove Subdivision as put forth in SUB11-17, and directs the applicant to address specific areas for additional information, review and/or modifications, and to work with staff to place the subdivision plat back on Board of Supervisor's agenda.