

The Board of Supervisors met on 4/10/18 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](http://storycountyiowa.gov)). Sanders announced he is leaving at 10:50 a.m. Sanders asked to remove item #19 from the Consent Agenda and item #4 from Additional Items for a discussion items for next weeks' agenda.

**PROCLAMATION OF CRIME VICTIMS' RIGHTS WEEK** – Jessica Reynolds, Story County Attorney, introduced Charles Cychoz, Police Chief, City of Ames. Reynolds read the proclamation. Chitty moved, Olson seconded the approval of the Proclamation of Crime Victims' Right Week. Motion carried unanimously (MCU) on a roll call vote.

**PRESENTATION OF THIRD ANNUAL CRIME VICTIMS' RIGHTS AWARD** – Jessica Reynolds, Story County Attorney, reported this year's recipient is Suzy Owens from the Ames Police Department. Reynolds and Police Chief Cychoz reported on Owens's service.

**STORY COUNTY MEDICAL CENTER'S REQUEST FOR STORY COUNTY FUNDING** – Sanders provided an overview. Ethan Anderson, Story County Civil Attorney, reported on possible funding mechanisms available to both the County and to the Story County Medical Center. The County may contribute to the Story County Medical Center. The Story County Medical Center may institute a levy for this purpose. Story County can contribute up to \$300,000.00 under general obligation bonds without a referendum. Any amount greater than this would entail a referendum. Lisa Markley, Assistant Auditor, stated for informational purposes that \$300,000.00 is equal to approximately 5.5% of the unassigned ending fund balance. Sanders reiterated that the Story County Medical Center is a levying authority and could levy for this purpose. Anderson replied while this is possible, none of the 42 county hospitals in Iowa currently avail themselves of this option. Olson remarked whatever the source; it is the people of Story County who will be asked for this funding. Discussion took place. Nathan Thompson, Story County Medical Center, reported on funding. Markley reported on the possibility of the hospital levying for debt service. Loni Pringnitz, Story County Medical Center, reported the campaign still needs \$600,000.00 to meet its goal. Sanders asked Thompson to speak to the County Hospital Board about available options and then continue discussions with the County.

**REQUEST FOR STORY COUNTY FUNDING FOR THE HEALTHY LIFE CENTER** – Sanders provided an overview. Deb Schildroth, Director of External Operations & County Services, reported on meetings of the governing bodies and usage estimates for the proposed center. The working assumption is 30% of the use will be from Story County residents living outside of Ames. Warren Madden provided additional detail; he stated the request to Story County is \$3M for construction and \$200,000.00 annually for operating costs. Discussion took place. Lisa Markley, Assistant Auditor, reported the funding source would be the general fund. Nancy Carroll, Executive Director, Heartland Senior Services, stated this is the conceptual design phase. Madden stated it is a great opportunity.

**VETERANS AFFAIRS (VA) QUARTERLY REPORT** – Brett McLain, Director, reported on types of benefits, number of veterans served, programs, events, and budget. VA Commissioner and Chair Pat Peakin thanked the Board.

**CHILDSERVE ANNUAL REPORT** – Rachelle Flory, Director, reported on mission, program and participation statistics, outreach, summer services, and events.

**MINUTES: 4/3/18 Minutes** – Chitty moved, Olson seconded the approval of the minutes as submitted. Roll call vote. (MCU)

**PERSONNEL ACTIONS:** 1) new hire in Sheriff's Office, effective 4/17/18, for Kathleen Origer @ \$1,678.95/bw; 2) pay adjustment, effective 4/15/18, for Noelle McLatchie @ \$2,300.48/bw; effective 4/29/18 in a) Attorney's Office for Shawna Johnson-Miers @ \$2,942.31/bw; b) Auditor's Office for Bre Van Sickle @ \$17.52/hr; c) Facilities Management for Terri Loneman @ \$23.62/hr; Pat Veeder @ \$16.56/hr; d) Sheriff's Office for Gary Backous @ \$3,616.88/bw; Jan Chance for \$2,021.17/bw; Colin Chinery @ \$2,042.50/bw; Thomas Slice @ \$2,067.64/bw; e) Veterans Affairs for Brett McLain @ \$2,408.05/bw; 2) promotion in Treasurer's Office, effective 4/15/18, for Jennifer DeVries @ \$19.51/hr. Olson moved, Chitty seconded approval of the Personnel Actions as presented. Roll call vote. (MCU)

Olson requested to remove item #22 from the Consent Agenda for individual consideration. Olson moved, Chitty seconded approval of the Consent Agenda with noted change.

1. Agreement between Story County and PPME Local 2003, effective 7/1/18-6/30/21 (Administrative Unit)
2. Agreement between Story County and PPME Local 2003, effective 7/1/18-6/30/21 (Command Unit)
3. Agreement between Story County and PPME Local 2003, effective 7/1/18-6/30/21 (Secondary Roads Unit)
4. Agreement between Story County and PPME Local 2003, effective 7/1/18-6/30/21 (Sheriff Unit)
5. FY19 Provider and Program Agreement with Boys and Girls Club of Story County, effective 7/1/18-6/30/19
6. Group Vision Care Plan Renewal Agreement with Avesis, effective 7/1/18-6/30/20
7. Contract Termination between Community Services and Iron Mountain, effective 5/10/18
8. Quarterly Reports: Auditor, Recorder, Sheriff, and Veterans Affairs
9. Intergovernmental 28E Agreement for Combined Law Enforcement Operations by and among Story County, Iowa, City of Ames, City of Nevada, City of Story City, City of Huxley, Story County Conservation, Iowa State University of Science and Technology, with their respective law enforcement agencies
10. Agreement between InfoMax and Story County for Folder Maintenance, effective 5/1/18-4/1/19, for \$550.02
11. FY19 Iowa Department of Transportation Annual Secondary Road Budget
12. Sales Proposal between Wright Line and Story County 911 for the Purchase of Dispatch Consoles for \$62,543.91
13. Service Agreement between Gamma Rho Lambda and Story County Sheriff's Office for security, effective 4/13/18, for \$65.00 an hour per deputy for a minimum of two hours
14. Resolution #18-94, Setting a Date and Time for Public Hearing for 4/17/18, for First Consideration of Ordinance No. 270 Amending Certain Boundaries of the Official Zoning Map of Story County, Iowa – Aya Ranch LC Rezoning
15. Cell Phone Stipends Request for both the Risk Manager and the Human Resources (HR) Generalist
16. Cigna Group Insurance renewal, effective 7/1/18-6/30/20
17. Technical Services, Inc Site Development Plan and Zoning Permit Application
18. Contract between the Story County Conservation Board and Boulder Contracting, LLC for Tedesco Environmental Learning Corridor (TELC) – Phase 2 Construction, effective 4/10/18, for \$1,068,788.00
20. Adopt-a-Road Application renewal, effective 1/1/18-12/31/18: a) #95-09 Arnold Air Society on University Boulevard/530<sup>th</sup> Avenue from 250<sup>th</sup> Street south to 270<sup>th</sup> Street

21. Fish Habitat Stamp Grant Agreement between Iowa Department of Natural Resources and Story County Conservation Board for Hickory Grove Lake Restoration Project for \$46,850.00
23. Contract with Manatt's Inc., For HMA Paving for \$216,680.58 – Project Number L-F20A--73-85
24. Utility Permits: #18-72, #18-73, #18-74

Roll call vote. (MCU)

22. Project Sponsor Agreement between Iowa State University Institute for Design Research and Outreach and Story County Conservation Board for design of wayfinding signage at McFarland Park, effective 2/15/18-6/1/18, for \$200.00 – Olson asked about the February effective date. Sanders stated Conservation Director Mike Cox is ill; he will answer questions at next Tuesday's Board meeting. Olson moved, Chitty seconded the approval of the Project Sponsor Agreement between Iowa State University Institute for Design Research and Outreach and Story County Conservation Board for design of wayfinding signage at McFarland Park, effective 2/15/18-6/1/18, for \$200.00. Roll call vote. (MCU)

**PUBLIC ACCESS DE-FIBRILLATION POLICIES AND PROCEDURES FOR HUMAN SERVICES CENTER (HSC) (WAIVING SEVEN-DAY REVIEW)**

– Alissa Wignall, Human Resources (HR) Director, reported on an earlier purchase of an automated external defibrillator (AED) for the Administration building, as well as the adoption of policies and procedures for use; she proposes doing the same for HSC. Chitty moved, Olson seconded the approval of the Public Access De-Fibrillation Policies and Procedures for HSC (waiving seven-day review). Roll call vote. (MCU)

**FY19 IOWA DEPARTMENT OF TRANSPORTATION (IDOT) SECONDARY ROAD FIVE-YEAR**

**CONSTRUCTION PROGRAM** – Darren Moon, Engineer, reported on the work session. The report is due to IDOT on 4/15/18; Moon requested action today. Since the work session, a bridge project was replaced with another. Moon stated Chitty wanted to discuss an additional paving project. Chitty stated he wanted to add a mile to the 220<sup>th</sup> Street paving project. Sanders clarified the project currently extends pavement on 220<sup>th</sup> Street from 580<sup>th</sup> Avenue east to 600<sup>th</sup> Avenue with the City of Nevada proposing to pave the half mile within its corporate limits. Chitty proposes to extend the paving an additional mile to 610<sup>th</sup> Avenue. Discussion took place. Moon stated the five-year construction program is a planning document, it does not mean a commitment of funding. Moon stated the additional mile would add \$900,000.00 to the project. Moon has an updated copy of the plan including this change. Chitty moved, Olson seconded the approval of the FY19 IDOT Secondary Road Five-Year Construction Program amended to include the additional one mile east on 220<sup>th</sup> Street. Roll call vote. (MCU)

**RESPONSE LETTER TO IOWA DEPARTMENT OF TRANSPORTATION (IDOT) REGARDING THE PROPOSED HIGHWAY 30 AND 580<sup>TH</sup> AVENUE INTERCHANGE**

– Sanders provided an overview. Darren Moon, Engineer, reported on the IDOT reply to the County's 12/19/17 letter and the County's proposed response. Moon reviewed details and listed discussion items. Olson moved, Chitty seconded the approval of the Response Letter to IDOT Regarding the Proposed Highway 30 and 580<sup>th</sup> Avenue Interchange. Roll call vote. (MCU)

Sanders recessed at 11:45 a.m. Sanders left at 11:45 a.m. Vice-chair Chitty reconvened the Board at 11:50 a.m.

**DELTA DENTAL RENEWAL AND ADDITION OF "TO GO" BENEFIT** – Alissa Wignall, Human Resources (HR) Director, reported on renewal of benefits with the addition. Olson moved, Chitty seconded the approval of the Delta Dental Renewal and Addition of "To Go" Benefit as presented. Roll call vote. (MCU)

**HOLIDAY POLICY (FOR SEVEN-DAY REVIEW)** – Alissa Wignall, HR Director, reported on changes. Olson moved, Chitty seconded the approval of the Holiday Policy with seven-day review. Roll call vote. (MCU)

**ON-CALL AND CALL-BACK COMPENSATION POLICY (FOR SEVEN-DAY REVIEW)** – Alissa Wignall, HR Director, reported on the new proposed policy. Olson moved, Chitty seconded the approval of On-Call and Call-Back Compensation Policy with seven-day review. Roll call vote. (MCU)

**OVERTIME COMPENSATION POLICY (FOR SEVEN-DAY REVIEW)** – Alissa Wignall, HR Director, reported on accrual and usage of compensation time. Olson moved, Chitty seconded the approval of Overtime Compensation Policy with seven-day review. Roll call vote. (MCU)

**PAID LEAVE POLICY (FOR SEVEN-DAY REVIEW)** – Alissa Wignall, HR Director, reported on changes consistent with the employee handbook and additions. Olson moved, Chitty seconded the approval of Paid Leave Policy with seven-day review. Roll call vote. (MCU)

**REVISED CLASSIFICATION AND COMPENSATION POLICY (FOR SEVEN-DAY REVIEW)** – Alissa Wignall, HR Director, reported on the addition of supplemental pay provision. Olson moved, Chitty seconded the approval of the Revised Classification and Compensation Policy with seven-day review as presented. Roll call vote. (MCU)

**SICK LEAVE POLICY (FOR SEVEN-DAY REVIEW)** – Alissa Wignall, HR Director, reported on addition of a sick leave donation policy. Olson moved, Chitty seconded the approval of Sick Leave Policy with seven-day review. Roll call vote. (MCU)

**UNIFORM ALLOWANCE POLICY (FOR SEVEN-DAY REVIEW)** – Alissa Wignall, HR Director, reported on changes to be in federal compliance. Olson moved, Chitty seconded the approval of Uniform Allowance Policy with seven-day review. Roll call vote. (MCU)

**VACATION POLICY (FOR SEVEN-DAY REVIEW)** – Alissa Wignall, HR Director, reported on changes extending the number of hours employees with fifteen or more years of service to carry over between fiscal years. Olson moved, Chitty seconded the approval of Vacation Policy with seven-day review. Roll call vote. (MCU)

**ENGINEER QUARTERLY REPORT** – Darren Moon reported on maintenance work, construction projects, construction design, new shed, signage, IDOT projects, budget and planning, pipelines, Sheriff's Office assistance with Class B roads, federal aid, drainage districts, and new staff.

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

Olson and Chitty both reported on multiple meetings.

Olson moved, Chitty seconded to adjourn at 12:45 p.m. Roll call vote. (MCU)

Story County  
Board of Supervisors Meeting  
Agenda  
4/10/18

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. Consideration Of Proclamation Of Crime Victims' Rights Week - Jessica Reynolds

Department Submitting Story County Attorney

Documents:

CRIME VICTIMS PROC 2018.PDF

5. Presentation Of Third Annual Crime Victims' Rights Award - Jessica Reynolds
6. Update And Discussion Of Story County Medical Center's Request For Story County Funding - Ethan Anderson, Lisa Markley, And Deb Schildroth
7. Update And Discussion On The Request For Story County Funding For The Healthy Life Center - Deb Schildroth

Department Submitting Story County Attorney

Department Submitting Board of Supervisors

Department Submitting Board of Supervisors

8. AGENCY REPORTS:
  - I. Veterans Affairs Quarterly Report - Brett McClain

Department Submitting Auditor

Documents:

QTR REPORT.PDF

- II. ChildServe Annual Report - Rachelle Flory

Department Submitting Auditor

9. CONSIDERATION OF MINUTES:
  - I. 4/3/18 Minutes

Department Submitting Auditor

10. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) new hire in Sheriff's Office effective 4/17/18 for Kathleen Origer @ \$1,678.95/bw; 2) pay adjustment effective 4/15/18 for Noelle McLatchie @ \$2,300.48/bw; effective 4/29/18 in a) Attorney's Office for Shawna Johnson-Miers @ \$2,942.31/bw; b) Auditor's Office for Bre Van Sickle @ \$17.52/hr; c) Facilities Management for Terri Loneman @ \$23.62/hr; Pat Veeder @ \$16.56/hr; d) Sheriff's Office for Gary Backous @ \$3,616.88/bw; Jan Chance for \$2,021.17/bw; Colin Chinery @ \$2,042.50/bw; Thomas Slice @ \$2,067.64/bw; e) Veteran Affairs for Brett McLain @ \$2,408.05/bw; 2) Promotion in Treasurer's Office effective 4/15/18 for Jennifer DeVries @ \$19.51/hr

Department Submitting HR

11. CONSENT AGENDA:

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

I. Consideration Of Agreement Between Story County And PPME Local 2003 Effective 7/1/18-6/30/21 (Administrative Unit)

Department Submitting BOS

Documents:

ADMINISTRATIVE UNIT.PDF

II. Consideration Of Agreement Between Story County And PPME Local 2003 Effective 7/1/18-6/30/21 (Command Unit)

Department Submitting BOS

Documents:

COMMAND.PDF

III. Consideration Of Agreement Between Story County And PPME Local 2003 Effective 7/1/18-6/30/21 (Secondary Roads Unit)

Department Submitting BOS

Documents:

SECONDARY ROADS.PDF

IV. Consideration Of Agreement Between Story County And PPME Local 2003 Effective 7/1/18-6/30/21 (Sheriff Unit)

Department Submitting BOS

Documents:

SHERIFF.PDF

- V. Consideration Of FY19 Provider And Program Agreement With Boys And Girls Club Of Story County Effective 7/1/18-6/30/19  
Boys and Girls Club of Story County-Youth Development/Social Adjustment (Not to Exceed \$19,425) \$20.65/1 Client Contact/Day

Department Submitting Board of Supervisors

Documents:

BOYSANDGIRLSCLUBOFSTORYCOUNTYFY19.PDF

- VI. Consideration Of Group Vision Care Plan Renewal Agreement With Avesis Effective 7/1/18-6/30/20

Department Submitting BOS

Documents:

VISION RENEWAL.PDF

- VII. Consideration Of Contract Termination Between Community Services And Iron Mountain Effective 5/10/18

Department Submitting Community Services

Documents:

IRON MOUNTAIN TERMINATION LETTER.PDF

- VIII. Consideration Of Quarterly Reports: Auditor, Recorder, Sheriff, And Veterans Affairs

Department Submitting Auditor

Documents:

AUDITOR.PDF  
RECORDER.PDF  
VA.PDF  
SHERIFF.PDF

- IX. Consideration Of Intergovernmental 28E Agreement For Combined Law Enforcement Operations By And Among Story County, Iowa, City Of Ames, City Of Nevada, City Of Story City, City Of Huxley, Story County Conservation, Iowa State University Of Science And Technology, With Their Respective Law Enforcement Agencies

Department Submitting Attorney's Office

Documents:

28E.PDF

- X. Consideration Of Agreement Between InfoMax And Story County For Folder Maintenance Effective 5/1/18-4/1/19 For \$550.02

Department Submitting Auditor

Documents:

INFOMAX.PDF

- XI. Consideration Of FY'19 Iowa Department Of Transportation Annual Secondary Road Budget

Department Submitting Engineer

Documents:

FY 19 ANNUAL BUDGET.PDF

- XII. Consideration Of Sales Proposal Between Wright Line And Story County 911 For The Purchase Of Dispatch Consoles For \$62,543.91

Department Submitting Sheriff

Documents:

WRIGHT LINE.PDF

- XIII. Consideration Of Service Agreement Between Gamma Rho Lambda And Story County Sheriff's Office For Security Effective 4/13/18 For \$65/Hr Per Deputy For A Minimum Of 2/Hrs

Department Submitting Sheriff

Documents:

GAMMA RHO LAMBDA.PDF

- XIV. Consideration Of Resolution #18-94, Setting A Date And Time For Public Hearing For April 17, 2018, For First Consideration Of Ordinance No. 270 Amending Certain Boundaries Of The Official Zoning Map Of Story County Iowa – Aya Ranch LC Rezoning

Department Submitting Planning and Development

Documents:

RESOLUTION 18 94.PDF

- XV. Consideration Of Cell Phone Stipend Request For Risk Manager And Human Resources Generalist

Department Submitting BOS

Documents:

CELL PHONE STIPEND.PDF

XVI. Consideration Of Cigna Group Insurance Renewal Effective 7/1/18-6/30/20

Department Submitting BOS

Documents:

CIGNA RENEWAL.PDF

XVII. Consideration Of Technical Services, Inc Site Development Plan And Zoning Permit Application

Department Submitting Planning and Development

Documents:

PLANNING STAFF MEMO.PDF  
APPLICATION MATERIALS.PDF

XVIII. Consideration Of Contract Between Story County Conservation Board And Boulder Contracting, LLC For Tedesco Environmental Learning Corridor – Phase 2 Construction Effective 4/10/18 For \$1,068,788

Department Submitting Conservation

Documents:

URGE MEMO TELC PH 2 CONTRACT.PDF  
BOULDER CONTRACTING LLC SIGNED CONTRACT TELC PHASE 2.PDF  
BOULDER CONTRACTING LLC PP BOND TELC PHASE 2.PDF  
BOULDER CONTRACTING LLC INSURANCE CERT REVISED.PDF

XIX. Consideration Of Project Sponsor Acknowledgment Between Iowa State University CyBIZ Labs And Story County Conservation Board For Tedesco Environmental Learning Corridor Economic Impact Analysis Effective 4/2018-8/2019 For \$5,000

Department Submitting Conservation

Documents:

URGE MEMO CYBIZ LABS CONTRACT AT TELC BOS.PDF  
CYBIZ LAB PROJECT TELC.PDF

XX. Consideration Of Adopt-A-Road Application Renewal Effective 1/1/18-12/31/18: A) #95-09 Arnold Air Society From South Elwood Drive (530th Avenue) From 250th Street South To 270th Street

Department Submitting Engineer

Documents:

AAR 9509 18.PDF

- XXI. Consideration Of Fish Habitat Stamp Grant Agreement Between Iowa Department Of Natural Resources And Story County Conservation Board For Hickory Grove Lake Restoration Project For \$46,850

Department Submitting Conservation

Documents:

URGE MEMO FISH HABITAT GRANT AGREEMENT BOS.PDF  
FISH HABITAT STAMP GRANT HGP AGREEMENT 2018.PDF

- XXII. Consideration Of Project Sponsor Agreement Between Iowa State University Institute For Design Research And Outreach And Story County Conservation Board For Design Of Wayfinding Signage At McFarland Park Effective 2/15/18-6/1/18 For \$200.00

Department Submitting Conservation

Documents:

ISU INSTITUTE FOR DESIGN RESEARCH AND OUTREACH  
AGREEMENT.PDF  
URGE MEMO WAYFINDING BOS.PDF

- XXIII. Consideration Of Contract With Manatt's Inc., For HMA Paving For \$216,680.58 - Project Number L-F20A--73-85

Department Submitting Engineer

Documents:

CONTRACT WITH MANATTS L F20A 73 85.PDF

- XXIV. Consideration Of Utility Permit(S): #18-72; #18-73; #18-74 Consent

Department Submitting Engineer

Documents:

UT 18 072.PDF  
UT 18 073.PDF  
UT 18 074.PDF

12. PUBLIC HEARING ITEMS:

13. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Public Access Defibrillation Policies And Procedures For Human Services Center (7 Day Review Waived) - Alissa Wignall

Department Submitting BOS

Documents:

HSC AED POLICY AND PROCEDURES.PDF

- II. Discussion And Consideration Of FY'19 Iowa Department Of Transportation Secondary Road Five-Year Construction Program- Darren Moon

Department Submitting Engineer

Documents:

FY 19 FIVE YEAR PROGRAM.PDF

- III. Discussion And Consideration Of Response Letter To IDOT Regarding The Proposed Hwy 30 And 580th Avenue Interchange- Darren Moon

Department Submitting Engineer

Documents:

LETTER TO DOT HWY 30 AND 580TH AVE INTERCHANGE.PDF

- IV. Consideration Of Project Sponsor Acknowledgement Between Iowa State University CyBIZ Labs And Story County Conservation Board For Dakins Lake Economic Impact Analysis And Hickory Grove Park Economic Impact Analysis Effective 4/2018-8/2019 For \$10,000 - Mike Cox

Department Submitting Conservation

Documents:

URGE MEMO CYBIZ LABS CONTRACTS AT DAKINS AND HICKORY GROVE.PDF

CYBIZ LAB PROJECT DAKINS LAKE.PDF

CYBIZ LAB PROJECT HICKORY GROVE.PDF

- V. Discussion And Consideration Of Delta Dental Renewal And Addition Of "To Go" Benefit - Alissa Wignall

Department Submitting BOS

Documents:

DELTA DENTAL RENEWAL.PDF

- VI. Discussion And Consideration Of Holiday Policy (For 7 Day Review) - Alissa Wignall

Department Submitting BOS

Documents:

HOLIDAY POLICYDRAFT.PDF

VII. Discussion And Consideration Of On-Call And Call-Back Compensation Policy (For 7 Day Review) - Alissa Wignall

Department Submitting BOS

Documents:

ON CALL AND CALL BACK COMPENSATION POLICYDRAFT.PDF

VIII. Discussion And Consideration Of Overtime Compensation Policy (For 7 Day Review) - Alissa Wignall

Department Submitting BOS

Documents:

OVERTIME POLICYDRAFT.PDF

IX. Discussion And Consideration Of Paid Leave Policy (For 7 Day Review) - Alissa Wignall

Department Submitting BOS

Documents:

PAID LEAVE POLICYDRAFT.PDF

X. Discussion And Consideration Of Revised Classification And Compensation Policy (For 7 Day Review) - Alissa Wignall

Department Submitting BOS

Documents:

COMPENSATION POLICY REVISEDDRAFT.PDF

XI. Discussion And Consideration Of Sick Leave Policy (For 7 Day Review) - Alissa Wignall

Department Submitting BOS

Documents:

SICK LEAVE POLICYDRAFT.PDF

XII. Discussion And Consideration Of Uniform Allowance Policy (For 7 Day Review) - Alissa Wignall

Department Submitting BOS

Documents:

UNIFORM ALLOWANCE POLICYDRAFT.PDF

XIII. Discussion And Consideration Of Vacation Policy (For 7 Day Review) - Alissa Wignall

Department Submitting BOS

Documents:

VACATION POLICYDRAFT.PDF

14. DEPARTMENTAL REPORTS:

I. Engineer Quarterly Report - Darren Moon

Department Submitting Auditor

Documents:

ENGINEER.PDF

15. OTHER REPORTS:

16. 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.

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

18. ADJOURNMENT:

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

Story County Board of Supervisors  
Meeting  
4/10/18

NAME

ADDRESS

Beverly Yaladale  
DARREN MOON  
Todd Lundvall  
Warren Madden  
Jerry Moore  
Pat Peaker  
Lynn Lathrop  
Casandra Edmes  
Latifah Faisal  
Ruth McChamr  
Mike Arkanal  
Cole Hopper  
Nicole Pflanz  
Suzy Owens  
Amber Christian  
Paula Toms  
Joby Bredin  
Jessica Reynolds  
ADI JOHNSON  
Shean Flotshall  
Tiffany Meredith  
Kristen Robinson  
Son Holscher  
Tim Meals  
Alissa Wagnell  
Patrick Stacey  
Nate Thompson  
Rachelle Flory  
Doni Purgantz  
Ryan Wemol  
Wayne E. Clinton  
Jim Mackley  
Abigail Schindler  
Linda Marken

2815 CHURCH RD. AMES IA  
ENG.  
Board of Supervisors  
2815 CHURCH AMES  
P&D Dept.  
VA COMMISSIONER  
VA. II  
Attorney's Office  
Attorney's office  
V. A.  
Ames PD  
Ames PD  
SCAO  
Ames PD  
Ames PD  
LWV  
Facilities  
SCAO  
AMES PD  
SCAO  
SCAO  
SCAO  
SCAO  
SCAO  
BOS  
Nevada  
Ames  
Child Sense  
Story Medical  
Conservation  
Ames  
Director  
BOS office

Crime Victims' Rights Week Proclamation 2018

**Whereas**, Americans are the victims of 20 million crimes each year, affecting individuals and communities;

**Whereas**, years of investment in crime victims' rights and services have developed a system of victim response that can help victims recover from crime;

**Whereas**, reaching and serving all victims of crime is essential to supporting thriving communities, because those who receive holistic services and support are more likely to remain invested in their communities;

**Whereas**, dedicated victim service providers are working every day to meet the needs of crime victims, yet there are still too many victims without meaningful access to rights and services;

**Whereas**, many victims face barriers—such as isolation, distrust of authorities, language limitations, lack of transportation, or cultural barriers—that keep them from accessing the services and criminal justice systems that can help them recover from crime;

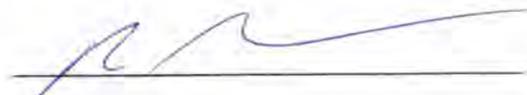
**Whereas**, we must make a dedicated effort to expand the circle of those prepared to respond to victims and link them to the resources that can help them recover;

**Whereas**, engaging a broader array of healthcare providers, community leaders, faith organizations, educators, and businesses can provide new links between victims and services that improve their safety, healing, and access to justice;

**Whereas**, National Crime Victims' Rights Week provides an opportunity to recommit to ensuring that all victims of crime— especially those who are challenging to reach or serve—are afforded their rights and receive a trauma-informed response; and

**Whereas**, Story County, Iowa is hereby dedicated to strengthening victims and survivors in the aftermath of crime, building resilience in our communities and our victim responders, and working for justice for all victims and survivors.

Now, therefore, We, the Story County Board of Supervisors, do hereby proclaim the week of April 8–14, 2018, as Crime Victims' Rights Week and reaffirm this County's commitment to creating a victim service and criminal justice response that assists all victims of crime during Crime Victims' Rights Week and throughout the year; and to express our sincere gratitude and appreciation for those community members, victim service providers, and criminal justice professionals who are committed to improving our response to all victims of crime so that they may find relevant assistance, support, justice, and peace.



(Signature)

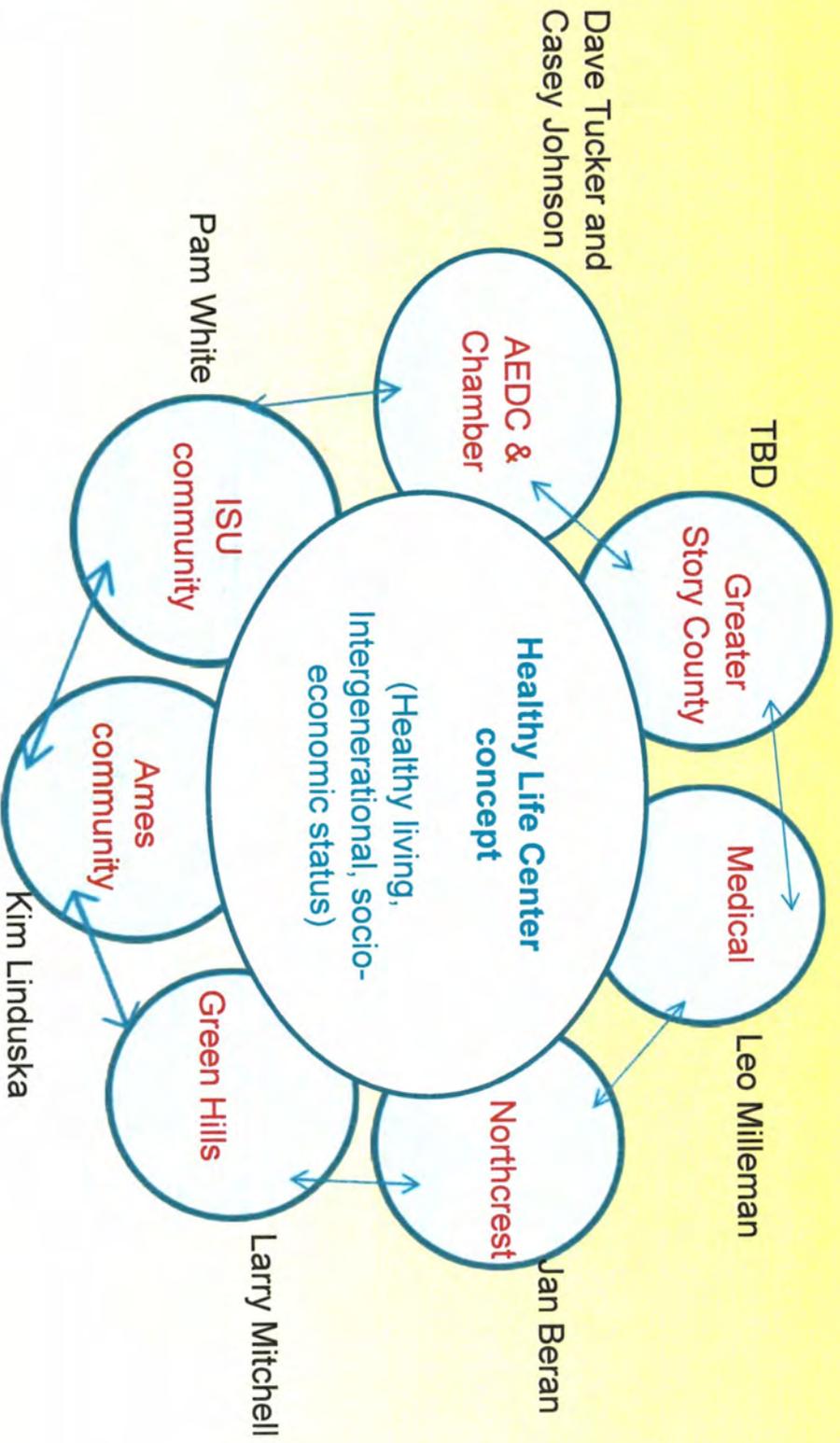
4-10-18

(Date)

# HLC Campaign Cabinet

Chairs: Ann Campbell, Bev Madden, Warren Madden

Philanthropic Goal: \$18.2 million in commitments by August 2018



# Capital Project Funding Summary

(formal approval still required)

City of Ames:	\$17 m
MGMC:	\$7 m
Heartland:	\$3.5 m
*Story County:	<u>\$3 m</u> (+ \$200,000 annually in operation funds)
Sub-Total:	\$30.5 m or 64%
Philanthropic:	<u>\$18.2 m</u> or 36%
Total:	\$48.7 million

## Anticipated Usage

- Ames residents: 57%
- \*Greater Story County: 30% (to pay the same user fees as Ames residents)
- Others: 13% (would pay approximately 25% more in fees)



**Story County Commission of Veterans Affairs**  
**Brett D. McLain, Director**

Story County Human Services Center  
126 S. Kellogg Ave. Suite 001, Ames, Iowa 50010

Ph. 515-956-2626 Fax 515-956-2627  
[www.storycountyIowa.Gov](http://www.storycountyIowa.Gov)  
[veteransaffairs@storycountyIowa.Gov](mailto:veteransaffairs@storycountyIowa.Gov)

4/10/18

## Board of Supervisors Quarterly Report

\*\*\*\* Period covered January 1, 2018 – March 31, 2018\*\*\*\*

“Greetings from the Commission of Veterans Affairs”

**During the last quarter, we assisted three Veterans for County VA benefits.**

2 Veterans came in for rent assistance **\$900**

1 Veteran came in for utility assistance **\$233.26**

A total of county assistance was **\$1,133.26**

During the quarter, we interviewed **225** Veterans and Surviving Spouses for eligibility for Federal and State VA benefits.

Our interviews were:

31 who served during WWII

26 who served during Korea War

60 who served during Vietnam War.

15 who served during the Persian Gulf War.

35 who served during the Cold War.

12 who served in Iraq or Afghanistan

46 Surviving Spouses of Veterans

32 were enrolled for VA Health Care

## **Vietnam Books Issued**

During the quarter, 185 Vietnam Books issued bring the total issued to 308. Current books on hand are 202.

## **Outreach**

On January 4, 2018, we delivered a truckload of donations from Story County Residents to the Iowa Veterans along with a min tour of the Veterans Home.

On January 17, 2018, The Commissioners and I attended Veterans Day at the Capitol.

On January 18 2018, Story County American Legion held their meeting in Nevada several of our Commissioners attended at that meeting.

On February 1 2018, Story County Point in Time was done; we found five living out on the street.

(ISU bus station, RV on Duff and RV at Iowa center).

On March 5 2018, we did a VA outreach event at ISU in the sunroom 10-1. Very low attendance, however we will try it again this fall.

On March 16 2018, district training was held in Webster City with 14 other counties.

## **Upcoming events, training**

April 17-19 Erin and I will be attending state VA training in Des Moines.

May 11 we are sending out our spring newsletters. (600 Emails and 3,200 by mail)

May 18 is our annual Veterans Appreciation Day from 10-2 at the Moose Lodge in Ames. (Music, food, healthcare and haircuts) also we are going to recognize Hy-Vee for all they have done and are doing for our Veterans.

On May 25 around 1 pm at Dakin's Lake, we will be doing a dedication with Story County VVA as we hoist our new US flag and POW flag at 1 pm.

Thank you,

Brett McLain, Director

FY 17	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total	Ave.
Interviews	52	83	65	52	196	80	71	58	65	81	191	114	1108	92
County Benefits	2	2	2	2	3	8	2	0	1	0	1	6	29	2
Male	37	64	52	32	149	45	59	37	46	65	138	94	818	68
Female	15	19	12	20	33	35	27	21	19	16	53	20	290	24
Veteran	37	64	54	35	168	52	60	41	49	69	150	97	876	73
Surviving Spouses	15	13	10	17	28	28	11	17	16	12	41	17	225	19
New Claims	5	8	7	18	36	21	17	19	32	23	32	27	245	20
Re-Open Claims	0	0	0	3	2	2	2	1	0	2	3	6	22	2
WWII	5	14	7	4	34	9	13	2	8	11	13	8	128	11
Korea	5	8	7	3	41	8	9	5	12	12	9	12	131	11
Vietnam	12	36	34	19	58	27	25	22	21	23	33	64	374	31
Persian Gulf	7	2	1	4	23	8	6	7	10	7	9	6	90	8
Cold War	6	2	0	4	14	4	5	2	9	7	3	2	58	5
OIF/OEF/OND	2	8	4	2	13	4	2	3	5	9	3	5	60	5
1010 EZ	12	16	12	16	33	15	15	17	7	12	23	14	192	16
Approved Budget											\$107,834			
% Used to Date											96.49%			
Budget Balance to Date											\$3,949			

FY 18	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	Total	Ave.
Interviews	91	82	93	100	275	56	93	53	79				922	102
County Benefits	6	12	9	5	6	3	10	2	6				59	7
Male	76	64	60	78	251	43	68	46	54				740	82
Female	15	18	33	22	24	13	25	7	25				182	20
Veteran	80	69	72	83	259	46	72	46	58				785	87
Surviving Spouses	11	13	21	17	16	10	21	7	18				134	15
New Claims	22	26	16	21	32	10	15	19	14				175	19
Re-Open Claims	1	2	3	3	4	0	1	1	2				17	2
WWII	9	10	7	22	48	6	12	11	8				133	15
Korea	7	7	10	20	65	11	11	5	10				146	16
Vietnam	47	33	36	23	108	19	21	18	21				326	36
Persian Gulf	6	6	13	9	36	9	9	5	1				94	10
Cold War	8	8	15	14	6	8	14	5	16				94	10
OIF/OEF/OND	4	5	12	12	12	3	5	2	5				60	7
1010 EZ	10	18	12	14	18	8	12	14	6				112	12
Approved Budget											\$103,969			
% Used to Date											72%			
Budget Balance to Date											\$29,683			

Director: Barth D. Meloni

Chair: Samuel D. Spadoni

Secretary: William J. Spadoni

Member: John J. Spadoni

Member: [Signature]

Member: [Signature]



**COLLECTIVE BARGAINING AGREEMENT**

**between**

**STORY COUNTY, IOWA**

**BOARD OF SUPERVISORS**

**and**

**PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES  
LOCAL 2003  
(ADMINISTRATIVE UNIT)**

**July 1, 2018 – June 30, 2021**

**ARTICLE 1  
RECOGNITION**

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages and other terms and conditions of employment permitted by the Act for all employees in the following Departments, Facilities Management, Recorder, Treasurer, Auditor, Information Technology, and Planning and Development: as well as Administrative Assistants I's & II's, Engineering Technicians and Lead Engineering Technicians in the Secondary Roads Department and all other employees as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 10026, dated July 28, 2015, which excludes Administrative Assistant II's in the Facilities Management Department, Administrative Assistant/Budget Supervisor in the Sheriff's Department, Road Maintenance Supervisor, Financial Data Manager, Assistant Auditor/Budget Manager, Network Administrator, Facilities Management Director and Assistant Director, Planning and Development Director, Information Technology Director, County Engineer, Assistant County Engineer, Elected Officials and Board of Supervisors, all employees in Animal Control, County Attorney's Office, Veteran's Affairs Office, Conservation, Community Life Program, Community Services, Emergency Management, Environmental Health employees and all others excluded by Iowa Code section 20.4.

**ARTICLE 2  
COMPENSATION**

The regular rates of pay for each classification of employees are set out in Appendix A.

Employees shall be paid every other Friday unless that Friday is a holiday, in which case the payday is the last administration business day before. The payroll cut-off day shall be the Saturday immediately preceding the payday.

The base rate of pay for the Mapping Technician will be as follows:

July 1, 2018 - \$25.00 per hour.

July 1, 2019 - \$25.50 per hour.

July 1, 2020 - \$26.01 per hour.

The rates of pay in the salary schedule will be increase by two percent (2.0%) in the first year of the Agreement, two percent (2.0%) in the second year of the Agreement and two percent (2.0%) in the third year of the Agreement.

**ARTICLE 3  
DURATION**

This agreement shall be in full force and effect from July 1, 2018, to June 30, 2021.

This agreement shall continue in effect from year to year thereafter unless one of the parties seeks modification thereof. The party seeking modification shall cause a written notice to be served on the other party by October 15 of the year prior to the time when modification is desired.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 10<sup>th</sup> day of April, 2018.

STORY COUNTY

  
\_\_\_\_\_  
Chair, Board of Supervisors

PUBLIC, PROFESSIONAL &  
MAINTENANCE EMPLOYEES  
LOCAL 2003, IUPAT

  
\_\_\_\_\_  
Business Representative

**APPENDIX A**

**Wage increases take effect the first full pay period following an employee's anniversary date.**

**Effective July 1, 2018**

<u>Job Classification</u>	<u>Start</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
Custodial/Maintenance Assistant	15.61	15.92	16.24	16.56	16.89	17.23	17.57	17.92	18.29	18.65	19.02
Administrative Assistant I	15.46	15.77	16.09	16.41	16.74	17.07	17.41	17.76	18.12	18.48	18.85
Administrative Assistant II	16.51	16.84	17.18	17.52	17.87	18.24	18.59	18.97	19.35	19.74	20.13
Universal Clerk - Recorder	15.75	16.07	16.38	16.72	17.04	17.39	17.74	18.09	18.45	18.82	19.20
Universal Clerk - Treasurer	15.75	16.07	16.38	16.72	17.04	17.39	17.74	18.09	18.45	18.82	19.20
Real Estate Technician	16.42	16.75	17.09	17.43	17.78	18.14	18.49	18.86	19.24	19.62	20.02
Payroll/Accounts Specialist	18.21	18.57	18.94	19.32	19.71	20.10	20.50	20.91	21.33	21.76	22.20
Maintenance Technician	20.03	20.43	20.84	21.26	21.69	22.11	22.56	23.01	23.47	23.94	24.42
Computer Support Analyst	20.50	20.91	21.33	21.76	22.20	22.63	23.09	23.55	24.02	24.50	24.99
Property Tax Supervisor	19.66	20.05	20.45	20.86	21.28	21.71	22.13	22.58	23.03	23.49	23.96
Motor Vehicle Supervisor	19.66	20.05	20.45	20.86	21.28	21.71	22.13	22.58	23.03	23.49	23.96
Engineering Technician	24.97	25.47	25.98	26.50	27.03	27.57	28.12	28.68	29.25	29.85	30.44
Lead Engineering Technician	27.05	27.59	28.14	28.70	29.28	29.87	30.47	31.07	31.69	32.32	32.98
System Support Technician	24.36	24.85	25.34	25.85	26.37	26.90	27.43	27.98	28.54	29.11	29.69
Planner	23.72	24.19	24.67	25.16	25.67	26.18	26.70	27.24	27.78	28.35	28.91
Systems Administrator	25.38	25.89	26.41	26.93	27.47	28.02	28.58	29.15	29.73	30.32	30.94

**Effective July 1, 2019**

<u>Job Classification</u>	<u>Start</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
Custodial/Maintenance Assistant	15.92	16.24	16.56	16.89	17.23	17.57	17.92	18.28	18.66	19.02	19.40
Administrative Assistant I	15.77	16.09	16.41	16.74	17.07	17.41	17.76	18.12	18.48	18.85	19.23
Administrative Assistant II	16.84	17.18	17.52	17.87	18.23	18.60	18.96	19.35	19.74	20.13	20.53
Universal Clerk - Recorder	16.07	16.39	16.71	17.05	17.38	17.74	18.09	18.45	18.82	19.20	19.58
Universal Clerk - Treasurer	16.07	16.39	16.71	17.05	17.38	17.74	18.09	18.45	18.82	19.20	19.58
Real Estate Technician	16.75	17.09	17.43	17.78	18.14	18.50	18.86	19.24	19.62	20.01	20.42
Payroll/Accounts Specialist	18.57	18.94	19.32	19.71	20.10	20.50	20.91	21.33	21.76	22.20	22.64
Maintenance Technician	20.43	20.84	21.26	21.69	22.12	22.55	23.01	23.47	23.94	24.42	24.91
Computer Support Analyst	20.91	21.33	21.76	22.20	22.64	23.08	23.55	24.02	24.50	24.99	25.49
Property Tax Supervisor	20.05	20.45	20.86	21.28	21.71	22.14	22.57	23.03	23.49	23.96	24.44
Motor Vehicle Supervisor	20.05	20.45	20.86	21.28	21.71	22.14	22.57	23.03	23.49	23.96	24.44
Engineering Technician	25.47	25.98	26.50	27.03	27.57	28.12	28.68	29.25	29.84	30.45	31.05
Lead Engineering Technician	27.59	28.14	28.70	29.27	29.87	30.47	31.08	31.69	32.32	32.97	33.64
System Support Technician	24.85	25.35	25.85	26.37	26.90	27.44	27.98	28.54	29.11	29.69	30.28
Planner	24.19	24.67	25.16	25.66	26.18	26.70	27.23	27.78	28.34	28.92	29.49
Systems Administrator	25.89	26.41	26.94	27.47	28.02	28.58	29.15	29.73	30.32	30.93	31.56

Effective July 1, 2020

<u>Job Classification</u>	<u>Start</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
Custodial/Maintenance Assistant	16.24	16.56	16.89	17.23	17.57	17.92	18.28	18.65	19.03	19.40	19.79
Administrative Assistant I	16.09	16.41	16.74	17.07	17.41	17.76	18.12	18.48	18.85	19.23	19.61
Administrative Assistant II	17.18	17.52	17.87	18.23	18.59	18.97	19.34	19.74	20.13	20.53	20.94
Universal Clerk - Recorder	16.39	16.72	17.04	17.39	17.73	18.09	18.45	18.82	19.20	19.58	19.97
Universal Clerk - Treasurer	16.39	16.72	17.04	17.39	17.73	18.09	18.45	18.82	19.20	19.58	19.97
Real Estate Technician	17.09	17.43	17.78	18.14	18.50	18.87	19.24	19.62	20.01	20.41	20.83
Payroll/Accounts Specialist	18.94	19.32	19.71	20.10	20.50	20.91	21.33	21.76	22.20	22.64	23.09
Maintenance Technician	20.84	21.26	21.69	22.12	22.56	23.00	23.47	23.94	24.42	24.91	25.41
Computer Support Analyst	21.33	21.76	22.20	22.64	23.09	23.54	24.01	24.50	24.99	25.49	26.00
Property Tax Supervisor	20.45	20.86	21.28	21.71	22.14	22.58	23.02	23.49	23.96	24.44	24.93
Motor Vehicle Supervisor	20.45	20.86	21.28	21.71	22.14	22.58	23.02	23.49	23.96	24.44	24.93
Engineering Technician	25.98	26.50	27.03	27.57	28.12	28.68	29.25	29.84	30.44	31.06	31.67
Lead Engineering Technician	28.14	28.70	29.27	29.86	30.47	31.08	31.70	32.32	32.97	33.63	34.31
System Support Technician	25.35	25.85	26.37	26.90	27.44	27.99	28.54	29.11	29.69	30.28	30.89
Planner	24.67	25.16	25.66	26.17	26.70	27.23	27.77	28.34	28.91	29.50	30.08
Systems Administrator	26.41	26.94	27.48	28.02	28.58	29.15	29.73	30.32	30.93	31.55	32.19

**COLLECTIVE BARGAINING AGREEMENT**

between

**STORY COUNTY, IOWA  
BOARD OF SUPERVISORS**

and

**PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES  
LOCAL 2003  
(Command Staff)**

**JULY 1, 2018 - JUNE 30, 2021**

## AGREEMENT

This Agreement, entered into this 1<sup>st</sup> day of July, 2018, by and between STORY COUNTY, hereafter referred to as the "Employer" and PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES, LOCAL 2003, hereafter called the "Union." The term Employer as used in this Agreement will normally refer to the Sheriff and his/her designee. Throughout this Agreement, wherever the "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

### ARTICLE 1 RECOGNITION

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours and other terms and conditions of employment permitted by the Act for all full-time and part-time Lieutenants, Sergeants, Communications Commander, Jail Administrator, Communications Operations Manager, Assistant Jail Administrator, Detention Supervisors and Food Services Supervisor as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 8282 and Case 102134, which excludes the Sheriff, Chief Deputy, Office Manager/Budget Supervisor all other employees of the County.

### ARTICLE 2 NON-DISCRIMINATION IN EMPLOYMENT

The Employer and the Union agree to comply with any non-discrimination in employment laws that are applicable.

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation in Union affairs and/or activities.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

### ARTICLE 3 NO STRIKE – NO LOCKOUT

The Employer agrees that during the term of this Agreement it will not engage in any lockout of employees. The Union agrees that during the term of this Agreement, there shall not be any work stoppage, strike, slowdown, picketing, boycott or any other action on the part of the Union or the employees represented by it which will interrupt or interfere with the operation of the County.

ARTICLE 4  
SEPARABILITY AND SAVINGS

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, those provisions shall be deleted. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 5  
GRIEVANCE PROCEDURE AND ARBITRATION

The parties agree that an orderly and expeditious resolution of grievances is desirable. For purposes of this Article, the words employee(s) or grievant(s) shall also mean and include the Employee Organization/Union. All matters of dispute that may arise between the Employer and an employee(s) regarding a violation of an expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

- A. Step 1: The aggrieved employee(s) and/or the Union shall present a grievance verbally, to the Chief Deputy within seven (7) calendar days. The employee shall state the nature of the grievance, specific clause(s) violated, and all facts as they are known to be shall be discussed. Within seven (7) calendar days after this, the Chief Deputy will answer the grievance in writing.
- B. Step 2: If the aggrieved employee(s) is not satisfied with the Chief Deputy's answer at Step 1, the aggrieved employee and/or Union shall present the grievance in writing to the Sheriff within seven (7) calendar days of the Chief Deputy's answer. The grievance shall state the nature of the grievance, the specific clause(s) violated, and shall state all facts and witnesses as they know them to be. Within seven (7) calendar days the Sheriff will answer the grievance in writing.
- C. Step 3: If the aggrieved employee is not satisfied with the Sheriff's answer at Step 2, the aggrieved employee and/or Union shall request the grievance be submitted to an outside independent mediator. Mediation shall be scheduled at a mutually agreeable time between the parties and the mediator. Mediation shall be a pre-requisite to referring the grievance to Step 4.
- D. Step 4: Any grievance not settled in Step 3 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within seven (7) calendar days after the date of the unsuccessful mediation.

Any aggrieved employee may elect to have a Union representative present at the any of the grievance meetings.

All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive beyond the date on which the occurrence giving rise to the grievance was known. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the

Employer's last answer. If a grievance is not timely answered by the Employer, it shall automatically be referred to the next Step.

After either party has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) calendar days after receipt by either party of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Public Employment Relations Board to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise the parties alternately eliminating names from the list, with the parties flipping a coin to see who strikes first.

After each party has eliminated the names of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case. The date for the arbitration hearing will be determined by the parties and the arbitrator within sixty (60) days following the date of the selection of the arbitrator.

The fees and expenses of the arbitrator will be shared by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change or amend the terms conditions, or applications of the collective bargaining agreement. The arbitrator shall not have power to accept or decide any grievance which involves a matter within the jurisdiction of the Civil Service Commission (Chapter 341A, Code of Iowa). The arbitrator's decision shall be final and binding on both parties.

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon written mutual agreement of the Union and the Employer.

In the event that any employee takes action on any complaint in any other forum, then all rights to this contractual grievance procedure shall be waived and no grievance shall be allowed regarding the issue. The arbitrator may not hear more than one grievance unless the presentation of more than one grievance is mutually agreed to by the Employer and the Union.

Individuals involved with a grievance procedure may discuss the issue during the working day with involved individuals, but without payment if discussions extend beyond the employee's normal working hours. The aggrieved employee and all County-employed witnesses shall be granted time off with pay to attend a grievance meeting or hearing.

## ARTICLE 6 SENIORITY

Seniority means an employee's length of full-time continuous service with the Employer since their last date of hire. Seniority shall be administered on a job classification basis. The job classifications in this unit are:

Lieutenant  
Sergeant

Communications Commander  
Jail Commander  
Communications Operations Manager  
Detention Supervisor  
Assistant Jail Administrator  
Office Services Supervisor  
Communications Supervisor

If more than one employee has the same date of hire with the County, the employee's social security number will determine the most senior employee. Using the last two (2) numbers, the employee with the lowest number will be the most senior employee.

#### Probationary Period – Employees other than Civil Service Employees

A probationary employee is an employee who has not yet completed twelve (12) consecutive months of service with the Employer. If the Employer and employee agree, the probationary period can be extended for any period up to a maximum of six (6) months. A probationary employee may be disciplined or discharged by the Sheriff without cause and without recourse to the grievance procedure. An employee who has been promoted to his/her position in this bargaining unit, is not considered a probationary employee.

#### Probationary Period – Civil Service Employees

If a civil service employee covered by Iowa Code Chapter 341A (a "civil service employee") has successfully completed training at the Iowa law enforcement academy or a regional training facility certified by the director of the Iowa law enforcement academy prior to initial appointment as a civil service employee, the probationary period shall be for a period of up to nine months and shall commence with the date of initial appointment as a civil service employee. If the civil service employee has not successfully completed training at the Iowa law enforcement academy or a regional training facility certified by the director of the Iowa law enforcement academy prior to initial appointment as a civil service employee, the probationary period shall commence with the date of initial employment as a civil service employee and shall continue for a period of up to nine months following the date of successful completion of training at the Iowa law enforcement academy or a regional training facility certified by the director of the Iowa law enforcement academy.

The discipline and removal of civil service employees will be governed by the provisions of Iowa Code Chapter 341A.

An employee shall lose their seniority and employment relationship shall be broken and terminated as follows:

- a. Employee quits
- b. Employee is discharged for proper cause

- c. Engaging in other paid work while on sick leave, or giving false reason for obtaining a leave of absence
- d. Two (2) consecutive days of absence without notice to the Employer
- e. Failure to report for work at the end of a leave of absence
- f. Failure to report to work fourteen (14) days after being notified to return to work following layoff, when notice of recall is sent to the employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer informed of their current address and phone number
- g. Seniority rights will be forfeited after the continuous period of layoff exceed one (1) year
- h. Employee retires
- i. An employee is absent from work for any reason, excluding FMLA, for over one (1) year or for a period of time equal to his/her seniority, whichever is shorter. This may be extended at the discretion of the Sheriff.

If an employee is transferred out of the bargaining unit, but remains within the Sheriff's Office, his/her seniority continues to accumulate.

After the first consecutive thirty (30) days of unpaid leave of absence, seniority shall not accumulate.

The Union shall be furnished with a seniority list of all employees covered by this Agreement.

Staff Reduction: When the working force is to be reduced, the Sheriff will select which job classification is to be reduced. The employee with the least qualifications and ability will be removed first, when qualifications and ability are relatively equal, in the judgment of the Sheriff, the employee with the least amount of seniority in the job classification will be removed. On recall from layoff, employees will be returned to work in the reverse order of layoff, if qualified to perform the work available. Probationary employees have no recall rights.

Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. The employee must report to work in fourteen (14) days after receipt of notice, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall be terminated and lose all seniority rights under this Agreement. Employees will have one opportunity to accept or reject an offer of recall. Employees who reject an offer of recall will forfeit their recall rights.

Employees shall have recall rights for a period of twelve (12) months following the date of their layoff.

If the Sheriff creates a new position, the Sheriff and the Union shall bargain through impasse collectively with respect to wages, hours and other terms and conditions of employment as defined by Section 20.9 of the Public Employment Relations Act.

## ARTICLE 7 HOURS OF WORK

Determination of daily and weekly hours of work shall be at the sole discretion of the Sheriff. The normal pay period shall be from Sunday through Saturday and be two (2) weeks in duration. It is acknowledged that within this bargaining unit there are 6-3 shift employees , 4-4 shift employees and 5-2 Monday – Friday employees.

**Call Back Time:** Any non-exempt hourly employee within the bargaining unit who is called back to work by the Employer shall be paid a minimum of two (2) hours pay at the overtime rate unless such call back is tied to the beginning or end of his/her shift. Employees on specials days off (i.e. vacation, holiday, comp. time, etc) shall be called back only after all others on normal routine time off have been called.

**Court Time:** Any non-exempt hourly employee within the bargaining unit who is required to appear for court during off duty hours shall be paid a minimum of two (2) hours pay at the overtime rate, unless the court appearance and the beginning or end of an employee's scheduled workday shifts overlap. In that event, the employee is paid for actual time spent.

## ARTICLE 8 OVERTIME

Any non-exempt hourly employees within the bargaining unit will be paid, either in cash or compensatory time, at the rate of time and one-half (1 ½) the employee's straight time hourly rate for all hours worked in excess of their scheduled workday. The choice between cash and compensatory time will be made by employees during open enrollment. An employee may also request time off within the pay period equal to any hours in excess of the normal workday or normal work schedule. If the request is granted, these hours will be taken hour for hour. Compensatory time off must be approved by the Sheriff, or his designee, and will normally require a one (1) day notice.

An employee may accumulate a maximum of forty (40) hours of compensatory time. An employee shall be able to carry over forty (40) hours of compensatory time from fiscal year to fiscal year. Once an employee reaches the maximum accumulation, overtime will be paid at the rate of one and one-half (1 ½) of the employee's regular hourly rate.

Any accrued compensatory time will be paid out at the employee's current rate of pay to the employee prior to any change in rank or grade and also if the employee changes his/her election from compensatory time to cash payment.

## ARTICLE 9 HOLIDAYS

Employees are eligible for the following paid holidays: New Year's Day, President's Day,

Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, two (2) days at Christmas and two (2) hours on December 31 (only if December 31 falls on a Monday through Thursday). Any additional holidays recognized by the Board will be added to the Agreement.

Non-exempt employees on a Monday-Friday work schedule, required to work on any of the recognized paid holidays shall be paid time and one-half (1 ½) for all hours worked except hours worked which exceed an employee's normal scheduled hours will be paid at double time. Holiday pay will be at the employee's normal pay for the day or week for which he/she would have been scheduled to work.

Except for 6-3 and 4-4 shift employees, to be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday or unless on an excused absence.

An employee on layoff or unpaid leave of absence is not eligible for holiday pay.

For employees within the bargaining unit on a Monday-Friday work schedule, when a designated holiday falls on a Saturday, the preceding Friday shall be observed as the legal holiday, and when a holiday falls on a Sunday, the following Monday shall be observed as the legal holiday.

Full-time shift employees (non Monday-Friday) will be granted ten (10) personal days in lieu of holidays (July 1) per fiscal year. Personal days shall be taken in increments of at least one full-day shift. Any unused personal days shall be paid to the employee at the employee's regular hourly rate at the end of the first full pay period at the end of the fiscal year (June 30). If an employee is on a 12 hour shift schedule, they will be credited with 120 hours, in lieu of holidays (July 1) per fiscal year and 12 hours will be deducted from their personal leave bank when they use a personal day. All requests for personal days must be approved by the Sheriff or his designee and will normally require a three (3) day notice. Any Employee can only be paid out a maximum of 80 hours at the end of each fiscal year (June 30).

If an employee uses more personal days than actual holidays that have transpired in the year and employment is severed, the County will be reimbursed for the personal days by deducting the hours from the employee's vacation payout or by the employee reimbursing the County for the personal day.

Personal days accrued and not used at the time of separation from County employment will be reimbursed on a pro-rata basis. Any employee can only be paid out a maximum of 80 hours at separation of employment.

#### ARTICLE 10 VACATIONS

Employees shall be entitled to paid vacations as follows:

After one (1) year of continuous service, eighty (80) hours;

After five (5) years of continuous service, one hundred twenty (120) hours;  
After ten (10) years of continuous service, one hundred sixty (160) hours;  
After fifteen (15) years of continuous service, two hundred (200) hours.

Up to forty-eight (48) hours of vacation time can be carried over from one year to the next. After fifteen (15) years of continuous full-time service, an employee may carry over sixty (60) hours of vacation time. After twenty (20) years of continuous full-time service, an employee may carry over eighty (80) hours of vacation time.

The scheduling of vacation leave must have prior approval of the Sheriff, or designee, and will be granted at his discretion. The Sheriff may require the rescheduling of vacation leave only when, in his judgment, it is absolutely necessary. Vacation time will normally be taken in weekly increments. Vacations of a shorter duration must be approved by the Sheriff and will normally require a three (3) day notice. Notification of approval or denial will be given within seven (7) calendar days.

Vacation leave shall be computed on an hourly basis and credited to each employee's account every pay period. Vacation pay will be at the employee's normal pay for the day or week for which he/she would have been regularly scheduled to work.

An employee shall not accrue vacation leave during periods of temporary layoff, suspension or leave without pay.

For Monday through Friday employees within the bargaining unit, vacation extending through an officially designated holiday shall not have that holiday charged against vacation leave.

Any employee separated from County employment by reduction in force, resignation, death or otherwise, shall be paid or have payment made to his/her estate or legal beneficiary in the amount of any unused vacation leave earned.

Employees who work on a scheduled vacation day shall be compensated at the employee's normal pay for the day or week he/she was scheduled to work and that day shall not count against their vacation leave.

If an employee's vacation leave has been denied, resulting in an employee reaching the cap, the amount of vacation leave which would otherwise be lost, will be reimbursed at an employee's regular rate of pay.

#### ARTICLE 11 SICK LEAVE

Sick leave shall be accrued by all hourly employees at the rate of 12 hours per month for each month to a total of nine hundred sixty (960) hours.

Family Medical Leave Act: Employees who have at least one year of service with Story County and who have worked at least 1250 hours in the previous twelve month period may take unpaid leave of up to twelve weeks for the following reasons:

1. Birth of a child
2. Place of a child for adoption or foster care
3. Care of an ill spouse, parent or child
4. Illness of an employee

Employees may elect, however to use vacation or sick leave as part of the twelve week FMLA. In no event will the total amount of family medical leave, utilized for numbers 1, 2 or 3 above, be permitted to exceed twelve continuous weeks without prior approval of the Sheriff.

Employees on FMLA will have their health insurance continued in the same manner as if leave was not taken. Employees who are required to contribute part of the cost of health insurance will need to make arrangements with Human Resources for timely payments of premiums.

Employees requesting leave must provide thirty days written notice when possible. In addition, employees must indicate the date they expect to return to work.

The employee shall have the right to be restored to the same position that the employee held when the requested FML started, or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment.

Use of Sick Leave: Accumulated sick leave may be used for any disabling or confining medical condition, personal illness, injury, and pregnancy related matters, medical or dental appointments or on the job injury or disability. A medical doctor's written verification of illness or injury may be required by the employer for substantiation of an illness or injury exceeding three (3) consecutive workdays or any time when sick leave abuse is reasonably suspected.

Except for 6-3 and 4-4 shift employees, if a holiday falls within a paid sick leave, that day will be counted as a holiday and not as a day of sick leave.

Sick shall be taken in increments of at least one (1) hour at a time.

When absences due to sickness are necessitated, the employee shall normally notify the Sheriff at least one (1) hour prior to the beginning of his/her scheduled reporting time. Failure to do so, without a bona fide reason, shall result in the employee being considered absent without leave, and subject to disciplinary action.

Probationary employees, with less than sixty (60) days service, are not eligible for sick leave benefits. After successful completion of this sixty (60) day period, sick leave earned during such time period will be credited to the employee's account as of his/her date of employment.

Worker's Compensation: An employee may use sick leave, to the extent it is available, for an on-the-job injury for disability. If an employee so elects to use such sick leave in any period for which

an employee is receiving Worker's Compensation benefits for an on-the-job injury for the Employer, the Employer shall pay to such employee the amount which such employee would have been entitled to receive as gross pay for the same period of sick leave under this contract, if the injury or disability had not been compensable. During the statutory waiting period, an employee may choose to use sick leave to the extent it is available. Any amount paid to an employee under this Section shall be chargeable against the employee's sick leave. After all sick leave is used, an employee may elect to use any available compensatory or vacation time accumulated.

**Family Illness:** The Employer may allow the use of sick leave to take care of an employee's immediate family (parents, spouse, child) for medical reasons. This use of sick leave shall not exceed five (5) shifts per calendar year.

**Sick Leave Donation:** In the event that an employee exhausts his/her accumulated sick leave days, vacation, and accumulated compensatory time, the Board, upon the recommendation of the Human Resources Director, may grant additional sick leave days, or, with permission from the affected individual, the Human Resources Director may request voluntary donations of sick leave from staff for use by the affected employee for his/her personal illness or injury. The Human Resources Director will determine the number of days to be granted on a case-by-case basis and in doing so will consider medical information supplied by the affected employee. Each employee may voluntarily donate up to 2 days of sick leave per request. Donations will be taken in the order received until the maximum number of days required is met. The Human Resources Director may approve and request additional donation days for the same individual if the original allotment runs out and the Human Resources Director deems it appropriate to offer additional extended leave. Donated sick leave days which are not used by the affected employee will be cancelled and not returned to donating employees.

**Wellness Days:** Employees who have reached their maximum accumulation of sick leave, shall be able to convert sick leave to wellness days, up to a maximum of two (2) days or sixteen (16) hours per year. These days will not carryover from year to year and must be used by the end of the fiscal year. This provision will be administered as provided by the Board policy regarding wellness days.

## ARTICLE 12 FAMILY DEATH

Employees shall be granted up to six (6) working days leave of absence with pay for attendance at the funeral and other related functions in the event of death of an employee's spouse or child. Employees shall be granted up to five (5) days leave of absence with pay for attendance at the funeral and other related functions in the event of death of an employee's parent, step-parent, step-child, parent-in-law, brother, sister or grandchild. In the event of death of a grandparent, brother-in-law, or sister-in-law, an employee may be allowed time off with pay, not to exceed three (3) days. Employees may be granted four (4) hours with pay when attending funeral services for fellow county workers as well as for fellow retired county workers. Payment for this time shall be made only if the funeral has actually been attended.

ARTICLE 13  
MILITARY LEAVE

Employees shall be granted Military Leave for a period up to thirty (30) days with pay as set forth by Section 29.A28 of the Code of Iowa. The Employer recognizes an employee's re-employment rights in accordance with the Uniformed Services Employment and Re-employment Rights Act (USERRA).

ARTICLE 14  
JURY DUTY LEAVE

An employee required to serve as a juror shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees to the Employer, except for mileage and meal expense, when the employees scheduled working hours and jury duty conflict. Every effort will be made to excuse the employee from work duty if his/her scheduled working hours and jury duty conflict. When released from jury duty during working hours, the employee will report to work within two (2) hours

ARTICLE 15  
UNPAID LEAVE OF ABSENCE

An unpaid leave of absence may be granted at the discretion of the Sheriff for a period not to exceed one (1) year duration for illness or other legitimate reasons. While on unpaid leave, an employee:

- a. Receives no compensation or benefits;
- b. Does not earn any leaves or other benefits;
- c. Does not contribute to retirement programs;
- d. Must reimburse the Employer for all group hospital and medical insurance premiums if coverage is desired;
- e. Does not accrue seniority after thirty (30) days;
- f. Employees on unpaid leave shall participate in any shift bids that take place while on leave, in writing (i.e. email)

ARTICLE 16  
ASSOCIATION DUES

The Employer will pay the dues for each eligible employee to the Iowa Sheriff's and Deputies Association and the National Sheriff's Association.

## ARTICLE 17 TRAINING

All training hours, whether participating as teacher or student, shall be considered the day's duty assignment.

Travel time and meals incurred while attending training sessions in Story County will not be reimbursed. Travel time will be compensated as provided by the Fair Labor Standards Act, and expenses incurred while attending training sessions outside Story County will be reimbursed in either of the following:

- a. The employee(s) will be compensated meals for each day of training only if said employee(s) drives to and from Story County to the training location each day. Employees who are required to drive their own vehicle shall be reimbursed mileage. Employees must receive authorization from the Sheriff in advance to travel if mileage is to be reimbursed.
- b. Schools, training, seminars, etc. which involve multiple days outside of Story County, the employee(s) will have provided to him/her a vehicle for transportation, or allowed mileage reimbursement, or air travel and overnight lodging, and three (3) meals per day. Tuition, materials and expenses arising from said training out of necessity will be provided by the Employer.
- c. Drive time which exceeds an employee's normally scheduled workday can be traded out, hour for hour, within the same pay period, for non-exempt employees.

Any employee may request additional training. If granted by the Sheriff the employee(s) will be compensated as outlined in this Agreement. If the Sheriff does not grant the training request and the enrollment into the training must be accompanied by permission by the Sheriff or on department letterhead, such authorization may be given with no costs associated with said training falling back on to the Employer.

Any permanent employee shall be eligible for education incentive pay. Such pay shall consist of \$5.00 per month per each approved three-unit course, or equivalent, successfully completed on the employee's own time, up to a maximum of 30 units. An approved course is one that is directly related to the employee's job and is endorsed in advance by the Sheriff. To be eligible for education incentive pay, the employee must have been employed by Story County for a minimum of six (6) months.

Story County will provide up to \$1500 to each eligible employee for the cost of tuition and books upon successful completion of a job-related course to each eligible employee per fiscal year. Reimbursement for tuition and books will occur in the same fiscal year in which the fees are incurred or the class is completed unless documentation is not available by the last claim period of the fiscal year. If documentation is not available until later, the reimbursement will be made the following month after documentation is provided.

ARTICLE 18  
EARLY RETIREMENT

Effective July 1, 1995, Story County will provide payment of a single health insurance plan for County employees who wish to retire early and retain their group health insurance coverage. Employees who carry family coverage may continue family coverage by paying the difference between single and family insurance premium rates. Premiums will be paid according to the following formula:

<u>YEARS OF HEALTH COVERAGE</u>	<u>SINGLE PREMIUMS PAID</u>
Ten	12 months
Fifteen	18 months
Twenty	24 months
Twenty-five	30 months
Thirty	36 months

The family coverage option is available for the same amount of time as County single paid premium. County paid health insurance payments will cease when an employee becomes eligible for medicare.

ARTICLE 19  
INSURANCE

The Employer agrees to pay the following amounts towards the premiums for group health insurance for each eligible regular full-time or regular three-quarter time employee:

For the \$500 deductible plan – 90% Single or 80% Family  
For the \$1,000 deductible plan – 99% Single or 90% Family

If health insurance rates increase 20.00% or more in year 2 of the agreement, the Employer agrees to pay the following amounts toward premiums:

For the \$500 deductible plan – 85% Single or 75% Family  
For the \$1,000 deductible plan – 95% Single or 85% Family

If health insurance rates increase 20.00% or more in year 3 of the agreement, the parties agree that the agreement will be reopened for negotiation of wages and insurance.

Plan #	1	2
Deductible		
Single (In-Network)	\$500	\$1000
Family (In-Network)	\$1000	\$2000
Office Visit Co-Pay (In-Network)	\$15	\$15

Plan Copayment		
In-Network	80%	80%
Out-of-Network	50%	50%
Maximum Out of Pocket		
Single In-Network	\$1000	\$2000
Single Out-of-Network	\$2000	\$4000
Family In-Network	\$2000	\$4000
Family Out-of-Network	\$4000	\$8000
RX Drug Coverage		
Copayment (In-Network)	\$10 Generic	\$10 Generic
	\$20 Name Brand	\$20 Name Brand
	\$45 Non-Formulary	\$45 Non-Formulary

The Employer agrees to pay 100% of the cost of the premiums for each eligible regular full-time or regular three-quarter time employee for the following: life insurance in the amount of \$25,000, short-term disability insurance, and long-term disability insurance.

The Employer agrees to provide a flexible benefit contribution to each eligible regular full-time or regular three-quarter time employee in the amount of \$145.30 per month. Each employee may elect to:

- (1) apply this contribution toward the cost of (a) single, (b) dependent (employee and spouse), (c) child (employee and child or children), or (d) family vision insurance;
- (2) apply this contribution toward the cost of single or family dental insurance;
- (3) receive the contribution in cash, or
- (4) any combination of (1) through (3), provided the combination does not exceed the contribution of \$145.30 per month.

Prior to any change in the benefit package or any change in carriers, the Employer agrees to meet and confer with the Union. However, the final decision as to the carrier shall be made by the Employer, provided that the benefits remain substantially the same.

The benefit package referred to in this contract shall be subject to all terms and conditions of the contract with the benefit providers selected by the Employer.

## ARTICLE 20 COMPENSATION

The regular rates of pay for each classification of employees is set out in Appendix A, which is attached hereto and by this reference made a part hereof.

Any employee whose pay is in dispute, or his/her representative, shall have the right to examine the time sheets and other records pertaining to the compensation of pay of that employee at reasonable times.

Employees shall be paid every other Friday unless that Friday is a holiday, in which case the payday is the last Administration business day before.

Wage rates will be increased by two percent (2.0%) in the first year of the Agreement, by two percent (2.00%) in the second year of the Agreement, and by two percent (2.00%) in the third year of the agreement.

ARTICLE 21  
LONGEVITY PAY

Longevity is based on an employee's anniversary date and is based on the continuous service:

5 years	\$.18	18 years	\$.46
6 years	\$.19	19 years	\$.47
7 years	\$.35	20 years	\$.48
8 years	\$.36	21 years	\$.49
9 years	\$.37	22 years	\$.50
10 years	\$.38	23 years	\$.51
11 years	\$.39	24 years	\$.52
12 years	\$.40	25 years	\$.53
13 years	\$.41	26 years	\$.54
14 years	\$.42	27 years	\$.55
15 years	\$.43	28 years	\$.56
16 years	\$.44	29 years	\$.57
17 years	\$.45	30 years	\$.58

ARTICLE 22  
SHIFT DIFFERENTIAL

In addition to the established wage rates, non-exempt bargaining unit employees shall be entitled to shift differential for all paid hours in accordance with the following schedule:

<u>SHIFT</u>	<u>SHIFT DIFFERENTIAL</u>
1500 -2300	\$0.40
2300 – 0700	\$0.40
1900 – 0700	\$0.40

The shift differential the employee will receive will be determined hour-by-hour based on the shift each hour is worked. If the employee's shift consists of hours from various shifts, the employee will receive shift differential according to the hours worked in each shift.

ARTICLE 23  
GENERAL CONDITIONS

This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials, and employees.

The term Sheriff as used throughout this contract means the Story County Sheriff and/or his/her designee.

In the event any provision of this Agreement is held invalid by any court of competent jurisdiction, the said provision shall be considered separable its invalidity shall not in any way affect the remaining provisions of this Agreement.

The Union and the Employer acknowledge that during negotiations and proposals which resulted in this Agreement, each party had the opportunity to make demands with respect to all areas of collective bargaining, and that the whole understanding arrived at after the negotiations is set forth in this Agreement.

The Employer shall provide a bulletin board for the use of the employees.

ARTICLE 24  
EFFECTIVE PERIOD

This Agreement shall be effective July 1, 2018 and shall continue through June 30, 2021.

This Agreement shall continue in effect from year to year thereafter unless one of the parties seeks modification thereof. The party seeking modification shall cause a written notice to be served on the other party by October 15 of the year prior to the time when modification is desired.

If the Affordable Care Act or its regulations are amended or if the application of the Affordable Care Act to the County's flex plan requires the County to pay any amount of money or make any contribution other than the payments specified in Article 19, then the parties agree that the contract will be reopened for negotiation regarding Article 19.

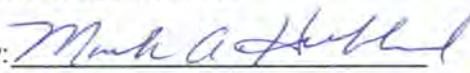
In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 10<sup>th</sup> day of April, 2018.

STORY COUNTY  
EMPLOYEES,

By:   
Chairperson, Board of Supervisors

PUBLIC PROFESSIONAL & MAINTENANCE

LOCAL 2003, IUPAT

By:   
Business Representative

## APPENDIX A

Wage increases take effect the first full pay period following an employee's anniversary date.

### Salary Schedule Effective July 1, 2018

	Start	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Division Commanders</b>						
Bi-Weekly	3366.00	3433.32	3501.99	3572.03	3643.47	3716.34
Annual	87516.00	89266.32	91051.74	92872.78	94730.22	96624.84
<b>Assistant Jail Administrator</b>						
Bi-Weekly	2794.80	2850.70	2907.71	2965.86	3025.18	3085.68
Annual	72664.80	74118.20	75600.46	77112.36	78654.68	80227.68
<b>Sergeant</b>						
Bi-Weekly	2784.60	2842.13	2898.97	2956.95	3016.09	3076.41
Annual	72399.60	73895.38	75373.22	76880.70	78418.34	79986.66
<b>Communication Operations Manager</b>						
Bi-Weekly	2631.60	2684.23	2737.91	2792.67	2848.52	2905.49
Annual	68421.60	69789.98	71185.66	72609.42	74061.52	75542.74
<b>Detention Office Supervisor</b>						
Bi-Weekly	2488.80	2538.58	2589.35	2641.14	2693.96	2747.84
Annual	64708.80	66003.08	67323.10	68669.64	70042.96	71443.84
<b>Food Service Supervisor</b>						
Bi-Weekly	1693.20	1727.06	1761.60	1796.83	1832.77	1869.43
Annual	44023.20	44903.56	45801.60	46717.58	47652.02	48605.18

New employees will be placed at the first step (Start) of the wages schedule.

All employees on Step 4 as of June 30, 2018 shall move to Step 5 on July 1, 2018.

Salary Schedule Effective July 1, 2019

	Start	Step 1	Step 2	Step 3	Step 4	Step 5
<b>Division Commanders</b>						
Bi-Weekly	3433.32	3501.99	3572.03	3643.47	3716.34	3790.67
Annual	89266.32	91051.74	92872.78	94730.22	96624.84	98557.42
<b>Assistant Jail Administrator</b>						
Bi-Weekly	2850.70	2907.71	2965.86	3025.18	3085.68	3147.39
Annual	74118.2	75600.5	77112.4	78654.7	80227.7	81832.1
<b>Sergeant</b>						
Bi-Weekly	2840.29	2898.97	2956.95	3016.09	3076.41	3137.94
Annual	73847.54	75373.22	76880.70	78418.34	79986.66	81586.44
<b>Communication Operations Manager</b>						
Bi-Weekly	2684.23	2737.91	2792.67	2848.52	2905.49	2963.60
Annual	69789.98	71185.66	72609.42	74061.52	75542.74	77053.60
<b>Detention Office Supervisor</b>						
Bi-Weekly	2538.58	2589.35	2641.14	2693.96	2747.84	2802.80
Annual	66003.08	67323.10	68669.64	70042.96	71443.84	72872.80
<b>Food Service Supervisor</b>						
Bi-Weekly	1727.06	1761.60	1796.83	1832.77	1869.43	1906.82
Annual	44903.56	45801.60	46717.58	47652.02	48605.18	49577.32

New employees will be placed at the first step (Start) of the wage schedule.

Salary Schedule Effective July 1, 2020

	Start	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6
<b>Division Commanders</b>							
Bi-Weekly	3501.99	3572.03	3643.47	3716.34	3790.67	3866.48	3943.81
Annual	91051.74	92872.78	94730.22	96624.84	98557.42	100528.48	102539.06
<b>Assistant Jail Administrator</b>							
Bi-Weekly	2907.71	2965.86	3025.18	3085.68	3147.39	3210.34	3274.55
Annual	75600.46	77112.36	78654.68	80227.68	81832.14	83468.84	85138.30
<b>Sergeant</b>							
Bi-Weekly	2897.10	2956.95	3016.09	3076.41	3137.94	3200.70	3264.71
Annual	75324.60	76880.70	78418.34	79986.66	81586.44	83218.20	84882.46
<b>Communication Operations Manager</b>							
Bi-Weekly	2737.91	2792.67	2848.52	2905.49	2963.60	3022.87	3083.32
Annual	71185.66	72609.42	74061.52	75542.74	77053.60	78594.62	80166.32
<b>Detention Office Supervisor</b>							
Bi-Weekly	2589.35	2641.14	2693.97	2747.84	2802.80	2858.86	2916.04
Annual	67323.10	68669.64	70043.22	71443.84	72872.80	74330.36	75817.04
<b>Food Service Supervisor</b>							
Bi-Weekly	1761.60	1796.83	1832.77	1869.43	1906.82	1944.96	1983.86
Annual	45801.60	46717.58	47652.02	48605.18	49577.32	50568.96	51580.36

New employees will be placed at the first step (Start) of the wage schedule.

All employees on Step 5 as of June 30, 2020 shall move to Step 6 on July 1, 2020.



# **Labor Agreement**

**Between**

**Story County  
Secondary Road Department**

**And**

**Public Professional and  
Maintenance Employees Local 2003**

**July 1, 2018 – June 30, 2021**

## **AGREEMENT**

THIS AGREEMENT entered into this 1ST day of JULY, 2018, by and between STORY COUNTY, hereafter referred to as the Employer, and PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES LOCAL 2003, hereafter called the Union. Throughout this Agreement, wherever the Act appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

### **ARTICLE 1 RECOGNITION**

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages and other terms and conditions of employment permitted by the Act for all employees of the Secondary Roads Department, including Lead Mechanic, Equipment Operator I, II, III, Mechanic, Support Service Assistant, Road Crew Leader, Sign Crew Leader, and Inventory Coordinator as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 5496, dated July 30, 1996, which excludes the County Engineer, Assistant County Engineer, Road Maintenance Superintendent, Lead Engineering Technician, Engineering Technician, Executive Assistant, Office Assistant, Civil Engineering Coop Student, temporary employees and all others excluded by the Act.

### **ARTICLE 2 COMPENSATION**

The regular rates of pay for each classification of employees is set out in Appendix A.

Employees shall be paid every other Friday unless that Friday is a holiday, in which case the payday is the last administration business day before. The payroll cut-off day shall be the Saturday immediately preceding the payday.

### **ARTICLE 3 EFFECTIVE PERIOD**

This agreement shall be effective July 1, 2018 and shall continue through June 30, 2021.

This agreement shall continue in effect from year to year thereafter unless one of the parties seeks modification thereof. The party seeking modification shall cause a written notice to be served on the other party by October 15 of the year prior to the time when modification is desired.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 10th day of April, 2018.

STORY COUNTY



Chair, Board of Supervisors

PUBLIC, PROFESSIONAL &  
MAINTENANCE EMPLOYEES  
LOCAL 2003, IUPAT



Business Representative

## APPENDIX A

### PAY GRADES

GRADE 10	Lead Mechanic Inventory Coordinator Road Crew Leader Sign Crew Leader
GRADE 9	Equipment Operator III Mechanic
GRADE 8	Equipment Operator II
GRADE 7	Equipment Operator I Employees will move from Grade 7(Start) to Grade 8 (Step 1), (After 1 year step) on anniversary date.

Wage increases take effect the first full pay period following an employee's anniversary date.

Salary Schedule - Effective July 1, 2018

	Start	After 1st	After 2nd	After 3rd	After 4th	After 5th	After 6th	After 7th	After 8th	After 9th
GRADE 7										
Hourly	18.87									
GRADE 8										
Hourly	20.02	21.02	22.07	23.17	24.21	25.31	26.45	26.98	27.52	
GRADE 9										
Hourly	21.34	22.41	23.53	24.70	25.94	27.23	28.60	29.17	29.75	
GRADE 10										
Hourly	22.68	23.82	25.01	26.27	27.58	28.96	30.41	31.02	31.64	32.27

Salary Schedule - Effective July 1, 2019

	Start	After 1st	After 2nd	After 3rd	After 4th	After 5th	After 6th	After 7th	After 8th	After 9th	After 10th
GRADE 7											
Hourly	19.25										
GRADE 8											
Hourly	20.42	21.37	22.36	23.40	24.43	25.50	26.62	27.15	27.69	28.24	
GRADE 9											
Hourly	21.77	22.78	23.84	24.95	26.11	27.33	28.60	29.17	29.75	30.35	
GRADE 10											
Hourly	23.13	24.20	25.33	26.50	27.73	29.02	30.37	30.98	31.60	32.23	32.87

Salary Schedule - Effective July 1, 2020

	Start	After 1st	After 2nd	After 3rd	After 4th	After 5th	After 6th	After 7th	After 8th	After 9th	After 10th
GRADE 7											
Hourly	19.64										
GRADE 8											
Hourly	20.83	21.75	22.71	23.70	24.75	25.84	26.97	27.51	28.06	28.62	29.19
GRADE 9											
Hourly	22.21	23.18	24.20	25.27	26.38	27.54	28.75	29.33	29.92	30.52	31.13
GRADE 10											
Hourly	23.59	24.63	25.71	26.85	28.03	29.26	30.55	31.16	31.78	32.42	33.07

**COLLECTIVE BARGAINING AGREEMENT**

between

**STORY COUNTY, IOWA  
BOARD OF SUPERVISORS**

and

**PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES  
LOCAL 2003  
(SHERIFF'S DEPUTIES)**

**JULY 1, 2018 - JUNE 30, 2021**

## **AGREEMENT**

THIS, AGREEMENT entered into this   1   day of   July  ,   2018   by and between STORY COUNTY, hereafter referred to as the "Employer", and PUBLIC, PROFESSIONAL & MAINTENANCE EMPLOYEES LOCAL 2003, hereafter called the "Union". Throughout this Agreement, wherever the "Act" appears, this refers to the Iowa Public Employment Relations Act, identified as Senate File 531, which was signed into law on April 23, 1974.

### **ARTICLE I RECOGNITION**

The Employer hereby recognizes the Union as the exclusive bargaining representative for wages, hours, and other terms and conditions of employment permitted by the Act for all employees of the Story County Sheriff's Office, including all full-time and part-time employees of the Sheriff's Office, including: Deputies, Detectives, Detention Officers, Telecommunicators, Financial Data Manager/Office Services Technicians, and Cooks as set forth in the Iowa Public Employment Relations Board Order of Certification Case No. 3618, dated April 26, 1988, Case No.4331, dated December 13, 1990, Case No. 6108, dated November 8, 1999, Case No. 8233, dated May 4, 2010 and Case No 102133 dated December 13, 2017, which excludes the Sheriff, Chief Deputy, Lieutenants, Sergeants, Communications Commander, Jail Administrator, Assistant Jail Administrator, Communications Operations Manager, Detention Supervisors, Office Manager/ Budget Supervisor, and all other employees excluded by Iowa Code 20.4

### **ARTICLE 2 NON-DISCRIMINATION IN EMPLOYMENT**

The Employer and Union agree to comply with any non-discrimination in employment laws that are applicable.

There shall be no discrimination in employment by the Employer or the Union toward any employee because of their membership in, or non-membership in, the Union. The parties will not discriminate against an employee because of an employee's support or non-support or participation or non-participation in Union affairs and/or activities.

All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

### **ARTICLE 3 NO STRIKE - NO LOCKOUT**

The Employer agrees that during the term of this Agreement it will not engage in any lockout of employees. The Union agrees that during the term of this Agreement, there shall not be any work stoppage, strike, slowdown, picketing, boycott, or any other action on the part of the Union or the employees represented by it which will interrupt or interfere with the operation of the County.

**ARTICLE 4  
SEPARABILITY AND SAVINGS**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, those provisions shall be deleted. All other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

**ARTICLE 5  
GRIEVANCE PROCEDURES AND ARBITRATION**

The parties agree that an orderly and expeditious resolution of grievances is desirable. For purposes of this Article, the words employee(s) or grievant(s) shall also mean and include the Employee Organization/Union. All matters of dispute that may arise between the Employer and an employee or employees regarding a violation of an expressed provision of this Agreement shall be adjusted in accordance with the following procedure:

A. Informal: An employee shall discuss a complaint or problem orally with his/her immediate supervisor within seven (7) calendar days following its occurrence in an effort to resolve the problem in an informal manner.

B. Grievance Steps:

Step 1. If the oral discussion of the complaint or problem fails to resolve the matter, the aggrieved employee and/or the Union shall present a grievance in writing to the employee's immediate supervisor within seven (7) calendar days following the oral discussion. The grievance shall state the nature of the grievance, the specific clause or clauses violated, and shall state all facts as they know them to be. Within seven (7) calendar days after this Step 1 meeting, the supervisor will answer the grievance in writing.

Step 2. If the aggrieved employee is not satisfied with the supervisor's answer at Step 1, the aggrieved employee and/or the Union shall present the grievance in writing to the Sheriff within seven (7) calendar days of the supervisor's answer. The grievance shall state the nature of the grievance, the specific clause or clauses violated, and shall state all facts and witnesses as they know them to be. Within seven (7) calendar days after this Step 2 meeting, the Sheriff will answer the grievance in writing and state all facts and witnesses as he/she knows them to be.

Step 3. If the aggrieved employee is not satisfied with the supervisor's answer at Step 2, the aggrieved employee and/or union and the County shall request the grievance be submitted to an outside independent mediator. Mediation shall be scheduled at a mutually agreeable time between the parties and the mediator. Mediation shall be a pre-requisite to referring the grievance to Step 4.

Step 4. Any grievance not settled in Step 2 of the grievance procedure may be referred to arbitration, provided the referral to arbitration is in writing to the other party and is made within seven (7) calendar days after the date of the Sheriff's answer given in Step 2.

An aggrieved employee may elect to have a Union representative present at the grievance meeting(s).

All grievances must be taken up promptly and awards or settlements thereof shall in no case be made retroactive beyond the date on which the occurrence giving rise to the grievance was known. If a grievance is not presented within the time limits specified in this Article, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limits, it shall be considered settled on the basis of the Employer's last answer. If a grievance at Step 1 is not timely answered by the Employer, it shall automatically be referred to Step 2.

After either party has notified the other of its referral of a case to arbitration, the parties will meet within ten (10) calendar days after receipt by either party of notice of referral of a case to arbitration to select an arbitrator or to request in writing the Public Employment Relations Board, to furnish a suggested list of names of seven (7) arbitrators from which list the parties shall select one (1) arbitrator. Such selection shall be by agreement, if possible; otherwise, by the parties alternately eliminating names from the list, with the parties flipping a coin to see who strikes first.

After each party has eliminated the name of three (3) arbitrators from the list, the arbitrator whose name remains on the list shall be accepted by both parties as the arbitrator to hear and decide the pending case. The date for the arbitration hearing will be determined by the parties and the arbitrator within sixty (60) days following the date of the selection of the arbitrator.

The fees and expenses of the arbitrator will be shared by the parties. Each party shall pay its own cost of preparation and presentation for arbitration. The arbitrator shall have no power to change or amend the terms, conditions, or applications of the collective bargaining Agreement. The arbitrator shall not have power to accept or decide any grievance which involves a matter with the jurisdiction of the Civil Service Commission (Chapter 341A, Code of Iowa). The arbitrator's decision shall be binding on both parties.

The time limits at any step in the grievance and arbitration procedure may be extended on a specific case basis, upon written mutual agreement of the Union and Employer.

In the event that any employee takes action on any complaint in any other forum, then all rights to this contractual grievance procedure shall be waived and no grievance shall be allowed regarding this issue. The arbitrator may not hear more than one grievance unless the presentation of more than one grievance is mutually agreed to by the Employer and the Union.

Individuals involved with a grievance procedure may discuss the issue during the working day with involved individuals, but without payment if discussions extend beyond the employee's normal working hours. The aggrieved employee and all County-employed witnesses shall be granted time off with pay to attend a grievance meeting or hearing.

## **ARTICLE 6 SENIORITY**

Seniority means an employee's length of full-time continuous service with the Employer since their last date of hire. Seniority shall be administered on a job classification basis. Part-time employees shall accrue seniority on a pro rata basis.

If more than one employee has the same date of hire with the County, the employees' Social Security number will determine the most senior employee. Using the last two (2) numbers, the employee with the lowest number will be the most senior employee.

### Probationary Period – Employees other than Deputy Sheriffs

A probationary employee is an employee who has not yet completed twelve (12) consecutive months of service with the employer. If the employer and employee agree, the probationary period can be extended for any period up to a maximum of six (6) months. A probationary employee may be disciplined or discharged by the Sheriff without cause and without recourse to the grievance procedure.

### Probationary Period - Deputy Sheriffs

If a Deputy Sheriff has successfully completed training at the Iowa law enforcement academy or a regional training facility certified by the director of the Iowa law enforcement academy prior to initial appointment as a deputy sheriff, the probationary period shall be for a period of up to nine months and shall commence with the date of initial appointment as a deputy sheriff. If the Deputy Sheriff has not successfully completed training at the Iowa law enforcement academy or a regional training facility certified by the director of the Iowa law enforcement academy prior to initial appointment as a deputy sheriff, the probationary period shall commence with the date of initial employment as a deputy sheriff and shall continue for a period of up to nine months following the date of successful completion of training at the Iowa law enforcement academy or a regional training facility certified by the director of the Iowa law enforcement academy.

The discipline and removal of Deputy Sheriffs will be governed by the provisions of Iowa Code Chapter 341A.

An employee shall lose their seniority and employment relationship shall be broken and terminated as follows:

- a. Employee quits
- b. Employee is discharged
- c. Engaging in other paid work while on sick leave, or giving false reason for obtaining a leave of absence.

- d. Two (2) days per year of absence without notice to the Employer.
- e. Failure to report for work at the end of leave of absence.
- f. Failure to report to work fourteen (14) days after being notified to return to work following layoff, when notice of recall is sent to the employee's last known address, according to Employer records. It is the employee's responsibility to keep the Employer informed of their current address and phone number.
- g. Seniority rights will be forfeited after the continuous period of layoff exceeds one (1) year.
- h. Employee retires.
- i. An employee is absent from work for any reason for over one (1) year or for a period of time equal to his/her seniority, whichever is shorter. This may be extended at the discretion of the Sheriff.

If an employee is transferred out of the bargaining unit, his/her seniority continues to accumulate.

After the first consecutive thirty (30) days of unpaid leave of absence, seniority shall not accumulate.

The Union shall be furnished with a seniority list of all employees covered by this Agreement.

Staff Reduction. When the working force is to be reduced, the Employer will select which job classification is to be reduced. The employee with the least qualifications and ability will be removed first, when qualifications and ability are relatively equal, in the judgment of the Employer, the employee with the least seniority in the job classification will be removed. On recall from layoff, employees will be returned to work in the reverse order of layoff, if qualified to perform the work available. Probationary employees have no recall rights.

Employees to be recalled after being on layoff shall be notified as far in advance as possible by notice in writing sent by certified mail, return receipt requested, to the last address shown on the employee's record. The employee must report to work in fourteen (14) days after receipt of notice, unless otherwise mutually agreed to. In the event the employee fails to comply with the above, he/she shall be terminated and lose all seniority rights under this Agreement. Employees will have one opportunity to accept or reject an offer of recall. Employees who reject an offer of recall will forfeit their recall rights.

Employees shall have recall rights for a period of twelve (12) months following the date of their layoff.

If the Employer creates a new position, the Employer and the Union shall bargain through impasse collectively with respect to wages, hours, and other terms and conditions of employment as defined by Section 20.9 of the Public Employment Relations Act.

Deputies regardless of work assignments are the same job classification of Deputy.

## **ARTICLE 7 HOURS OF WORK**

The purpose of this article is not to be construed as a guarantee of hours of work or pay per day or hours of work or pay per week. Determination of daily and weekly hours of work shall be at the sole discretion of the employer. The normal workweek shall be from Sunday beginning at 12:00 a.m. through 12:00 midnight of the following Saturday.

Unless otherwise addressed in this Article, the normal workday and work scheduled for Deputies, Detention Officers, and Telecommunicators shall consist of the following schedule for a 27 day cycle: Schedule for six (6) months when training is held: 6 days on followed by 3 days off; 6 days on followed by 2 days off; 7 days on followed by 3 days off. Schedule for remaining six months when training is not held: 6 days on followed by 3 days off; 6 days on followed by 3 days off; 6 days on followed by 3 days off. Each workday for Detention officers and Telecommunicators shall consist of three (3) shifts, and each workday for Deputies shall consist of eleven (11) shifts, each shift of eight (8) hours. Detention Officers and Telecommunicators are not allowed breaks and are expected to be on duty at all times.

The normal work week for a Deputy assigned to Civil Process shall consist of the following: Monday through Friday. The hours of work shall be selected by the employer from the shifts outlined for "Deputy" in this Article.

The normal work week for a Deputy assigned to the Jail as a Transport Officer shall consist of the following: Monday through Friday. The hours of work shall be selected by the employer from the shifts outlined for "Deputy" in this Article.

The parties understand and agree the above schedule for Deputies, Detention Officers and Telecommunicators does not equal 2080 hour per year. The difference in time between the above schedule and 2080 hours is utilized in the holiday compensation, as outlined in Article 10 of this agreement.

The normal workday and work schedule for a FDMOST shall consist of the following:

- FIRST SHIFT: 7 a.m. - 3 p.m. Monday through Friday; 8 a.m. - 4 p.m. Monday through Friday; 9 a.m. - 5 p.m. Monday through Friday; 7 a.m. - 5 p.m. for four days.
- SECOND SHIFT: 3 p.m. - 11 p.m. Monday through Friday for three weeks; 1 p.m. - 11 p.m. every fourth week (four days). The normal work week shall consist of 40 hours per week. The employer reserves the right to schedule working hours.

The normal workday and work schedule for a cook shall consist of the following: 8:00 a.m. - 6:00 p.m. and will not exceed forty (40) hours in a workweek. The current practice of breaks and meal periods will continue.

FDMOST – Each workday shall consist of eight (8) hours with a one-half (1/2) hour paid lunch period. Except for the Mon-Fri 7 am – 5 pm for 4 days, this work week will consist of each workday consisting of 10 hours with a one-half (1/2) hour paid lunch period.

The normal workday and work schedule for a Detective shall consist of the following: 8:00 a.m. - 4:00 p.m. Monday through Friday. Each workday shall consist of eight (8) hours with a one-half (1/2) hour paid lunch period.

The yearly work schedule shall be posted by December 1<sup>st</sup> and effective January 1<sup>st</sup> and posted by June 1<sup>st</sup> effective July 1<sup>st</sup> of each year, for all bargaining unit employees. It is understood and agreed that the Employer may revise work schedules in order to adequately staff each shift. The Employer shall give the Union thirty (30) days' notice of any major change in the work schedule, except in the event of an emergency. Shifts shall be bid twice each year, no later than

November to begin in January and no later than May to begin in July. Bid sheets shall be posted for no less than twenty-one (21) days. The employee within the division with the greatest length of service shall have the first choice of shift

If you voluntarily bid a different shift, any pre-approved vacation may be subject to change.

Bidding shall be done by all bargaining unit members on the basis of seniority for the following shifts:

Telecommunicator	Detention Officer	Deputy
0700 – 1500	0700 – 1500	0700 – 1500
1500 – 2300	1500 – 2300	0800 – 1600
2300 – 0700	2300 – 0700	0900 – 1700
		1000 – 1800
		1400 – 2200
		1500 – 2300
		1700 – 0100
		1900 – 0300
		2100 – 0500
		2200 – 0600
		2300 – 0700

Call Back Time. An employee who is called back to work by the Employer shall be paid a minimum of two (2) hours pay at the overtime rate unless such call back is tied to the beginning or end of his/her shift. Employees on special days off (i.e. vacation, holiday, comp time, etc.) shall be called back only after all others on normal routine time off have been called.

Court Time. An employee required to appear for court during off duty hours shall be paid a minimum of two (2) hours pay at the overtime rate, unless the court appearance and the beginning or end of an employee's scheduled workday shifts overlap. In that event, the employee is paid for actual time spent.

On-Call Pay. All bargaining unit employees who are required to be in on-call status shall be compensated at their computed hourly rate of ten (10) hours per week for each week spent in on-call status. At present, the only employees required to be on-call are detectives.

If gender balance in the jail division, required by Iowa Code 356, is not achieved after the bidding process, the employer will request volunteers to move to another shift. If there are insufficient volunteers to achieve gender balance, assignment will be made by the employer based on seniority.

### 12 Hour Shifts

The parties mutually agree to establish a Labor-Management Committee to assess the possibility of moving to a 12 hours shift schedule as follows:

The Labor Management Committee (LMC) shall consist of the Sheriff and his designee(s) and one bargaining unit member of each of the 24 hour divisions within the department. The Sheriff shall request to assemble the LMC at such time as he feels it is absolutely necessary to implement 12 hours shifts in any of the 24 hour divisions. The LMC, shall as a whole, assess the situation, and choose to either enact or not to enact a 12 hours shift schedule. Should the LMC choose to enact a 12 hour shift schedule, the LMC, shall as a whole, also choose a length of time for which 12 hour shifts should be in place.

Should the Sheriff feel it absolutely necessary to extend the period of time the LMC had established for 12 hour shifts to be in place, the Sheriff may request to assemble the LMC before the time expires and the LMC, shall as a whole, assess the situation and choose whether to extend the time period.

In the event of an emergency, such as a natural disaster, the Sheriff shall have the authority to go to 12 hour shifts, if it is felt to be absolutely necessary, without assembling the LMC. The implementation of 12 hours shifts shall be temporary and only meant to get the department through the emergency. Should the Sheriff want to extend the 12 hour shifts, then the LMC shall be assembled.

## **ARTICLE 8 OVERTIME**

FDMOST and Cooks classifications will be paid, either in cash or compensatory time, at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for all hours worked in excess

of the employee's normal workday or work schedule. The choice between cash and compensatory time will be made by employees during open enrollment.

Deputies, Detention Officers and Telecommunicators shall be paid, either in cash or compensatory time, at the rate of time and one-half (1 1/2) the employee's straight time hourly rate for all hours worked in excess of the normal workday or work schedule. An employee may request time off within the pay period equal to any hours in excess of the normal workday or normal work schedule. If the request is granted, these hours will be taken hour for hour. Compensatory time off must be approved by the Sheriff and will normally require a one (1) day notice.

Before any overtime is or can be worked, the employee(s) involved must receive prior permission from the Sheriff.

An employee may accumulate a maximum of forty-eight (48) hours of compensatory time. An employee shall be able to carry over forty-eight (48) hours of compensatory time from fiscal year to fiscal year. Once an employee reaches the maximum accumulation, overtime will be paid at the rate of one and one-half (1 1/2) of the employee's regular hourly rate.

The employer will attempt to distribute contract overtime work (i.e., ISU events, GTSB projects, high school functions, Martin Marietta, etc.) among sworn, regular full time bargaining unit employees prior to the contract overtime work being offered to other persons, notwithstanding those contract events which require supervisory personnel (i.e., VEISHEA).

Such contract overtime work shall be rotated as equitably as possible.

Sworn personnel working contract overtime events shall be paid at regular overtime rate.

Any accrued compensatory time will be paid out at the employee's current rate of pay to the employee prior to any promotion out of the bargaining unit and also if the employee changes his/her election from compensatory time to cash payment.

The parties agreed method by which overtime is distributed to Telecommunicators is as follows: Coverage of staff shortage with overtime is an administrative responsibility. It is dependent upon several factors including staff availability, notice of staff shortage and hours to be covered. It's the responsibility of the shift supervisors to find coverage for their shift(s). It is not the responsibility of the personnel to work all staff shortages.

Shift Supervisors cover staff shortages on a case by case basis.

- If a staff shortage exists, the shift will be covered by personnel who are, or will be, coming on duty.
- If scheduling conflicts occur with on-duty personnel, off duty personnel will be asked to cover the staff shortage.
- In the event no one is willing to work the shift, mandatory overtime may be required and is based upon least seniority, on a rotating basis, in the communication division.

- When possible, staff shortages known in advance, will be posted for review by communications personnel and filled on a voluntary basis.

The Parties agree that bumping and overtime will be handled, in the Jail Division, in the following manner.

1) Definitions

- a) Bumping: For the purposes of this agreement, "Bumping" is defined as the temporary assignment of an officer to a shift other than their normally scheduled shift to cover for a staff shortage.

2) Procedure for Bumping

- a) Bumping may be used to cover staff shortages caused by Staff Vacations, Sick Time, FMLA, Military Leave, Staff Training, Schools, Special Assignments, and other situations resulting in insufficient shift staffing
- b) Situations requiring Bumping will be identified on or before the 25<sup>th</sup> of the preceding month.
- c) Situations requiring bumping will be assigned in reverse order of seniority, on a rotating basis. The least senior officer available to bump will be bumped first, followed by the second least senior officer. An officer, having been bumped once, will not be bumped again unless all available officers to bump have been bumped once. Said another way, the least senior available officer, with the least amount of bumps, will be bumped.
- d) At the beginning of each calendar month, the process will begin again with the least senior available officer. The previous month's history will not be considered when determining the next month's bumps.
- e) Longer term staff shortages covering multiple consecutive days may be assigned to a single officer.

3) Procedure for Overtime

- a) Overtime may be required to cover both scheduled and last minute staff shortages.
- b) Overtime for certain situations may require officers with certain characteristics, abilities or certifications (i.e. sworn officer, armed officer, female officer, supervisory officer, etc.)
  - i) Vacancies for these situations will be filled using current and available on duty personnel before mandating off duty personnel
- c) Overtime will be offered to all on duty staff on a voluntary basis, prior to being assigned as mandatory to an officer.
- d) Mandatory overtime will be assigned in reverse order of seniority on a rotating basis.
- e) Mandatory overtime will normally be assigned to officers at the beginning or end of their shifts, and will not be assigned to people on days off unless absolutely necessary.

- f) At the beginning of each calendar month, the process of tracking mandatory overtime will be reset to the least senior officer and the previous month's mandatory overtime assignments will not be considered when assigning the next month's mandatory overtime.
- g) Overtime identified in advance (generally, one day or more notice) will be posted for signup in master control.
- h) If no one volunteers for posted overtime, it will be assigned as outlined in sections 3d, 3e and 3f.
- i) Overtime that becomes necessary with short notice (generally less than one day's notice i.e. coverage for officers calling in sick) will be handled in the following manner:
  - i) Overtime will be offered to all on-duty staff on a voluntary basis.
  - ii) If no one volunteers, the person in line for mandatory overtime will be notified that they will be required to work the overtime.
  - iii) An officer, having notified of his/her status as the next officer to be assigned mandatory overtime, will not be considered "on-call".
- j) In the event of an emergency situation requiring immediate personnel, supplemental staff may be called in based on their proximity to the jail and their ability to respond in a timely manner.
- k) Any Overtime volunteered for during the previous month will be calculated and used towards the current month's forced overtime needs.
- l) Officers that volunteered for overtime during the previous month will earn a credit for each day volunteered
- m) When forced overtime is needed the person with the least amount of seniority and credits will be required to stay or come in early.
- n) This list will be maintained by Admin and kept on the Supervisors Bulletin board located in Booking so everyone can keep informed of their status.

## **ARTICLE 9 HOLIDAYS**

Full-time employees, and part-time employees on a pro rata basis, are eligible for the following paid holidays: New Year's Day, President's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and two (2) days at Christmas. Holidays will be observed according to the schedule outlined beginning at the start of the employees shift and ending with that shift. Any additional holidays recognized by the Board will be added to the Agreement.

Full-time and part-time non-shift employees shall be paid for each of the holidays set forth in this Article occurring during the period in which they are actively at work. An employee required to work on any recognized paid holiday shall be paid time and one-half (1 1/2) for all hours worked except hours worked which exceed an employee's normal scheduled hours will be paid at double time. Holiday pay will be at the employee's normal pay for the day or week for which he/she would have been scheduled to work.

To be eligible for holiday pay, an employee must have worked the last full scheduled workday immediately before and the first full scheduled workday immediately after each holiday or unless on an excused absence.

An employee on layoff or unpaid leave of absence is not eligible for holiday pay.

For employees on a Monday - Friday work schedule, e.g., FDMOST, Detectives, Civil Process Deputies and Transport Deputies, when a designated holiday falls on a Saturday, the preceding Friday shall be observed as the legal holiday, and when the holiday falls on a Sunday, the following Monday shall be observed as the legal holiday.

Full-time 6-3 shift employees, and part-time shift employees on a pro rata basis, will be granted eighty hours (80) personal time in lieu of holidays (July 1) per fiscal year. Personal days shall be taken in increments of at least one full-day shift. Any unused personal days shall be paid to the employee at the employee's regular hourly rate at the end of the first full pay period at the end of the fiscal year (June 30).

If an employee uses more personal days than actual holidays that have transpired in the year and employment is severed, the County will be reimbursed for the personal days by deducting the hours from the employee's vacation payout or by the employee reimbursing the County for the personal day.

Cooks will be considered shift employees for purposes of this article.

Probationary employees will be granted personal days based on the number of holidays remaining in the fiscal year. Personal days accrued and not used at the time of separation from county employment will be reimbursed on a pro-rata basis.

## **ARTICLE 10 VACATIONS**

Full-time employees and part-time employees, on a pro rata basis, shall be entitled to paid vacations as follows:

After one (1) year of continuous full-time service, eighty (80) hours.

After five (5) years of continuous full-time service, one hundred twenty (120) hours.

After ten (10) years of continuous full-time service, one hundred sixty (160) hours.

Up to forty-eight (48) hour of vacation time can be carried over from one year to the next. After fifteen (15) years of continuous full-time service, an employee may carry over sixty (60) hours of vacation time. After twenty (20) years of continuous full-time service, an employee may carry over eighty (80) hours of vacation time.

Vacation requests of three (3) or more days must be submitted by the 20<sup>th</sup> of the preceding month, however, requests may be made at any time in advance of the 20<sup>th</sup> of the month. The scheduling of vacation leave must have prior approval of the Sheriff and will be granted at his discretion. The Sheriff may require the rescheduling of vacation leave only when, in his judgment, it is absolutely necessary. Vacation time will normally be taken in weekly increments. Vacations of a shorter duration must be approved by the Sheriff and will normally require a three (3) day notice. Notification of approval or denial will be given within seven (7) calendar days. Personal days will be handled like compensatory time off.

FDMOST classification may request vacation leave up to one (1) year in advance without having to wait for pending approval due to shift bids. Notification of approval or denial will be given within seven (7) calendar days of the date on which the request was received.

Vacation leave shall be computed on an hourly basis and credited to each employee's account every pay period. Employees resigning or terminated before they have completed six (6) months of continuous employment will not be eligible for any vacation benefits, and employees who have not completed six (6) months of continuous employment will not be eligible to use vacation benefits.

Vacation pay will be at the employee's normal pay for the day or week for which he/she would have been regularly scheduled to work.

An employee shall not accrue vacation leave during periods of temporary layoff, suspension or leave without pay.

Except for 6-3 shift employees, vacation extending through an officially designated holiday shall not have that holiday charged against vacation leave.

Any full-time or part-time employee separated from County employment by reduction in force, resignation, death or otherwise, shall be paid or have payment made to his/her estate or legal beneficiary in the amount of any unused vacation leave earned.

Employees who work on a scheduled vacation day shall be compensated at the employee's normal pay for the day or week he/she was scheduled to work.

If an employee's vacation leave has been denied, resulting in an employee reaching the cap, the amount of vacation leave which would otherwise be lost, will be reimbursed at an employee's straight time hourly rate.

## **ARTICLE 11 SICK LEAVE**

Accumulation. Sick leave shall be accrued by a full-time employee, or a part-time employee on a pro rata basis, at the rate of one and one-half (1 1/2) days for each month to a total of nine hundred sixty (960) hours.

Family Medical Leave Act. Employees who have at least one year of service with Story County and who have worked at least 1,250 hours in the previous twelve-month period may take an unpaid leave of up to twelve weeks for the following reasons:

1. Birth of a child
2. Placement of a child for adoption or foster care
3. Care of an ill spouse, parent, or child
4. Illness of an employee

Employees may elect, however to use vacation or sick leave as part of the twelve-week family leave. In no event will the total amount of family medical leave, utilized for numbers 1, 2 or 3 above, be permitted to exceed twelve continuous weeks without prior approval of any employee's department head or elected official.

Employees on family leave will have their health insurance continued in the same manner as if leave was not taken. Employees who are required to contribute part of the cost of health insurance will need to make arrangements with Human Resources for timely payments of premiums.

Employees requesting leave must provide thirty days written notice when possible. In addition, employees must indicate the date they expect to return to work.

The employee shall have the right to be restored to the same position that the employee held when the requested FML started, or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment.

Use of Sick Leave. Accumulated sick leave may be used for any disabling or confining medical condition, personal illness, injury, and pregnancy related matters, medical or dental appointments or on the job injury or disability. A medical doctor's written verification of illness or injury may be required by the employer for substantiation of an illness or injury exceeding three (3) consecutive workdays or any time when sick leave abuse is reasonably suspected.

Except for 6-3 shift employees, if a holiday falls within a paid sick leave, that day will be counted as a holiday and not as a day of sick leave.

Sick leave shall be taken in increments of at least one (1) hour at a time.

Notification. When absences due to sicknesses are necessitated, the employee shall normally notify the Sheriff at least one (1) hour prior to the beginning of his/her scheduled reporting time. Failure to do so, without a bona fide reason, shall result in the employee being considered absent without leave, and subject to disciplinary action.

Probationary Employees. Probationary employees, with less than sixty (60) days service, are not eligible for sick leave benefits. After successful completion of this sixty (60) day period, sick leave earned during such time period will be credited to the employee's account as of his/her date of employment.

Workers Compensation. An employee may use sick leave, to the extent it is available, for an on-the-job injury for disability. If an employee so elects to use such sick leave in any period for which an employee is receiving Workers Compensation benefits for an on-the-job injury for the Employer, the Employer shall pay to such employee the amount by which such weekly compensation is exceeded by the amount which such employee would have been entitled to receive as gross pay for the same period of sick leave under this contract, if the injury or disability had not been compensable. During the statutory waiting period, an employee may choose to use sick leave to the extent it is available. Any amount paid to an employee under this section shall be chargeable against the employee's sick leave. After all sick leave is used, an employee may elect to use any available compensatory or vacation time accumulated.

Family Illness. The Employer may allow the use of sick leave to take care of an employee's immediate family (parents, spouse, child) for medical reasons. This use of sick leave shall not exceed five (5) days per calendar year.

Sick Leave Donation. In the event that an employee exhausts his/her accumulated sick leave days, vacation, and accumulated compensatory time, the Board, upon the recommendation of the Human Resources Director, may grant additional sick leave days, or, with permission from the affected individual, The Human Resources Director may request voluntary donations of sick leave from staff for use by the affected employee for his/her personal illness or injury. The Human Resources Director will determine the number of days to be granted on a case-by-case basis and in doing so will consider medical information supplied by the affected employee. Each employee may voluntarily donate up to 2 days of sick leave per request. Donations will be taken in the order received until the maximum number of days required is met. The Human Resources Director may approve and request additional donation days for the same individual if the original allotment runs out and the Human Resources Director deems it appropriate to offer additional extended leave. Donated sick leave days which are not used by the affected employee will be cancelled and not returned to donating employees.

Wellness Days. Employees who have reached their maximum accumulation of sick leave, shall be able to convert sick leave to wellness days, up to a maximum of two (2) days or sixteen (16) hours per year. These days will not carryover from year to year and must be used by the end of the fiscal year. This provision will be administered as provided by the Board policy regarding wellness days.

## **ARTICLE 12 FAMILY DEATH**

A full-time employee, or part-time employee on a pro rata basis, shall be granted up to six (6) working days leave of absence with pay for attendance at the funeral and other related functions in the event of death of an employee's spouse, child. A full-time employee, or part-time employee on a pro rata basis, shall be granted up to five (5) days leave of absence with pay for attendance at the funeral and other related functions in the event of death of an employee's parent, step-parent, step-child, parent-in-law, brother, or sister. In the event of death of a grandparent, grandchild, brother-in-law, or sister-in-law, an employee may be allowed time off with pay, not to exceed three

(3) days. Employees may be granted four (4) hours with pay when attending funeral services for fellow county workers as well as for fellow retired county workers. Payment for this time shall be made only if the funeral has actually been attended.

### **ARTICLE 13 MILITARY LEAVE**

An employee may be granted a military leave of absence for a period up to thirty (30) days with pay as prescribed by Section 29.A28 of the Code of Iowa.

The Employer recognizes an employee's re-employment rights in accordance with the Universal Military Training and Service Act.

### **ARTICLE 14 JURY DUTY LEAVE**

An employee required to serve as a juror shall receive his/her regular wages. In order to receive payment for such duty, the employee must submit certification of service and assign all fees to the Employer, except for mileage and meal expense, when the employees scheduled working hours and jury duty conflict. Every effort will be made to excuse the employee from work duty if his/her scheduled working hours and jury duty conflict. When released from jury duty during working hours, the employee will report to work within two (2) hours.

### **ARTICLE 15 UNPAID LEAVE OF ABSENCE**

An unpaid leave of absence may be granted at the discretion of the Sheriff for a period not to exceed one (1) years duration for illness or other legitimate reasons. While on an unpaid leave, an employee:

- a) receives no compensation or benefits;
- b) does not earn any leaves or other benefits;
- c) does not contribute to retirement programs;
- d) must reimburse the Employer for all group hospital and medical insurance premiums if coverage is desired;
- e) does not accrue seniority after thirty (30) days.
- f) Employees on unpaid leave shall participate in any shift bids that take place while on leave, in writing. (i.e. email)

**ARTICLE 16  
ASSOCIATION DUES**

The Employer will pay the dues for each eligible employee to the Iowa Sheriffs and Deputies Association and the National Sheriffs Association.

**ARTICLE 17  
TRAINING**

It is recognized that not only the employer wishes to provide training, but also that the employee wishes to receive training to enhance the skills necessary to perform their duties.

The Employer will attempt to schedule six (6) monthly training sessions for each sworn/telecommunicator/detention officer employee. All training hours shall be considered the days duty assignment. Accommodations will be made if vacations are approved prior to training schedules being posted.

Detention Officer, Deputy, and Telecommunicator meetings that are a combination department meeting/training session will be compensated as outline in Article 8 - Hours of Work - Call Back Time.

Travel time and meals incurred while attending training session in Story County will not be reimbursed. Travel time will be compensated as provided by the Fair Labor Standards Act, and expenses incurred while attending training sessions outside Story County will be reimbursed in either of the following:

- a) The employee(s) will be compensated meals for each day of training only if said employee(s) drives to and from Story County to the training location each day. Employees who are required to drive their own vehicle they shall be reimbursed mileage. Employees must receive authorization from the Sheriff in advance of travel if mileage is to be reimbursed.
- b) Schools, training, seminars, etc. which involve multiple days outside of Story County, the employee(s) will have provided to him/her a vehicle for transportation, or allowed mileage reimbursement, or air travel and overnight lodging, and three (3) meals per day. Tuition, materials, and expenses arising from said training out of necessity will be provided by the Employer.

Training hours will be posted on the yearly work scheduled by December 30th and June 30th of each year. The notice shall include training dates, hours and subject matter.

If the County fails to provide six (6), eight (8) hour mandatory training days during the life of this Agreement, the Union and the County agree to re-evaluate this issue at the end of this agreement. These forty-eight (48) hours must be filled with relevant training substance.

Any employee may request additional training. If granted by the Sheriff the employee(s) will be compensated as outlined in this Agreement. If the Sheriff does not grant the training request and the enrollment into the training must be accompanied by permission by the Sheriff or on department letterhead, such authorization may be given with no costs associated with said training falling back on to the employer.

Any permanent employee shall be eligible for education incentive pay. Such pay shall consist of \$5.00 per month per each approved three-unit course, or equivalent, successfully completed on the employee's own time, up to a maximum of 30 units. An approved course is one that is directly related to the employee's job and is endorsed in advance by the Sheriff. To be eligible for education incentive pay, the employee must have been employed by Story County for a minimum of 6 months.

Story County will provide up to \$1500.00 to each eligible employee for the cost of tuition and books upon successful completion of a job-related, approved course to each eligible employee per fiscal year. Employees who are hired on or after July 1, 2014 and who voluntarily separate from employment with the Sheriff's Office within four (4) years of the receipt of such payment will be required to repay the full amount to the County. Reimbursement for tuition and books will occur in the same fiscal year in which the fees are incurred or the class is completed unless documentation is not available by the last claim period of the fiscal year. If documentation is not available until later, the reimbursement will be made the following month after documentation is provided.

## **ARTICLE 18 EARLY RETIREMENT**

Story County will provide payment of a single health and/or dental insurance plan for county employees who wish to retire early and retain their Story County offered, group health/dental insurance coverage. Employees who carry family coverage through the Story County offered group plan may continue family coverage by paying the difference between single and family premium rates. Premiums will be paid according to the following formula:

<u>YEARS OF HEALTH COVERAGE</u>	<u>SINGLE PREMIUMS PAID</u>
Ten	12 months
Fifteen	18 months
Twenty	24 months
Twenty-five	30 months
Thirty	36 months

The family coverage option is available for the same amount of time as county single paid premium.

County paid health insurance payments will cease when an employee becomes eligible for Medicare.

**ARTICLE 19  
INSURANCE**

The Employer agrees to pay the following amounts towards the premiums for group health insurance for each eligible regular full-time or regular three-quarter time employee:

For the \$500 deductible plan – 90% Single or 80% Family  
 For the \$1,000 deductible plan – 99% Single or 90% Family.

If health insurance rates increase 20.00% or more in year 2 of the agreement, the Employer agrees to pay the following amounts toward premiums:

For the \$500 deductible plan – 85% Single or 75% Family  
 For the \$1,000 deductible plan – 95% Single or 85% Family

If health insurance rates increase 20.00% or more in year 3 of the agreement, the parties agree that the agreement will be reopened for negotiation of wages and insurance.

Plan #	1	2
Deductible		
Single (In-Network)	\$500	\$1000
Family (In-Network)	\$1000	\$2000
Office Visit Co-Pay (In-Network)	\$15	\$15
Plan Copayment		
In-Network	80%	80%
Out-of-Network	50%	50%
Maximum Out of Pocket		
Single In-Network	\$1000	\$2000
Single Out-of-Network	\$2000	\$4000
Family In-Network	\$2000	\$4000
Family Out-of-Network	\$4000	\$8000
RX Drug Coverage		
Copayment (In-Network)	\$10 Generic	\$10 Generic
	\$20 Name Brand	\$20 Name Brand
	\$45 Non-Formulary	\$45 Non-Formulary

The Employer agrees to pay 100% of the cost of the premiums for each eligible regular full-time or regular three-quarter time employee for the following: life insurance in the amount of \$25,000, short-term disability insurance, and long-term disability insurance.

The Employer agrees to provide a flexible benefit contribution to each eligible regular full-time or regular three-quarter time employee in the amount of \$145.30 per month. Each employee may elect to:

- (1) apply this contribution toward the cost of (a) single, (b) dependent (employee and spouse), (c) child (employee and child or children), or (d) family vision insurance;
- (2) apply this contribution toward the cost of single or family dental insurance;
- (3) receive the contribution in cash, or
- (4) any combination of (1) through (3), provided the combination does not exceed the contribution of \$145.30 per month.

Prior to any change in the benefit package or any change in carriers, the Employer agrees to meet and confer with the Union. However, the final decision as to the carrier shall be made by the Employer, provided that the benefits remain substantially the same.

The benefit package referred to in this contract shall be subject to all terms and conditions of the contract with the benefit providers selected by the Employer.

## **ARTICLE 20 COMPENSATION**

The regular rates of pay for each classification of employees is set out in Appendix A, which is attached hereto and by this reference made a part hereof.

Any employee whose pay is in dispute, or his/her representative, shall have the right to examine the time sheets and other records pertaining to the compensation of pay of that employee at reasonable times.

Employees shall be paid every other Friday unless that Friday is a holiday, in which case the payday is the last Administration business day before. Full-time employee's bi-weekly compensation will be figured by taking his/her hourly rate and multiplying that rate by eighty (80) hours.

A civilian employee who moves between pay grades shall move to the next higher paying step in the new grade, plus one step.

If an employee is bumped to a different shift, involuntarily, for a period of forty-five (45) consecutive days or longer, said employee shall suffer no loss of pay, which includes shift differential. If the voluntary shift bump for forty-five (45) consecutive days or longer, requires a higher shift differential, said employee shall be paid the higher rate.

Wage rates will be increased by two percent (2.0%) in the first year of the Agreement, by two percent (2.00%) in the second year of the Agreement, and by two percent (2.00%) in the third year of the agreement.

Employees who are assigned to provide training to a newly hired employee will be paid an additional \$1.00 per hour for each hour during which they provide such training.

**ARTICLE 21  
LONGEVITY PAY**

Longevity is based on an employee's anniversary date and is based on continuous full-time service.

5 years	\$0.18	14 years	\$0.42	23 years	\$0.51
6 years	\$0.19	15 years	\$0.43	24 years	\$0.52
7 years	\$0.35	16 years	\$0.44	25 years	\$0.53
8 years	\$0.36	17 years	\$0.45	26 years	\$0.54
9 years	\$0.37	18 years	\$0.46	27 years	\$0.55
10 years	\$0.38	19 years	\$0.47	28 years	\$0.56
11 years	\$0.39	20 years	\$0.48	29 years	\$0.57
12 years	\$0.40	21 years	\$0.49	30 years	\$0.58
13 years	\$0.41	22 years	\$0.50		

**ARTICLE 22  
SHIFT DIFFERENTIAL**

In addition to the established wage rates, bargaining unit employees shall be entitled to shift differential for all paid hours in accordance with the following schedule:

<u>Shift</u>	<u>Shift Differential</u>
1500 – 2300	\$0.40
2300 – 0700	\$0.40
1900 – 0700	\$0.40

The shift differential the employee will receive will be determined hour-by-hour based on the shift each hour is worked. If the employee's shift consists of hours from various shifts, the employee will receive shift differential according to the hours worked in each shift.

**ARTICLE 23  
GENERAL CONDITIONS**

This Agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials, and employees.

The term Sheriff as used throughout this contract means the Story County Sheriff and/or his/her designee.

In the event any provision of this Agreement is held invalid by any court of competent jurisdiction, the said provision shall be considered separable its invalidity shall not in any way affect the remaining provisions of this Agreement.

The Union and the Employer acknowledge that during negotiations and proposals which resulted in this Agreement, each party had the opportunity to make demands with respect to all areas of collective bargaining, and that the whole understanding arrived at after the negotiations is set forth in this Agreement.

The Employer shall provide a bulletin board for the use of the employees.

#### **ARTICLE 24 EVALUATIONS**

The purpose of employee evaluations is to provide an opportunity for both supervisors and the employee to discuss the employee's performance and progress. Evaluations are not disciplinary tools.

Supervisors shall utilize written evaluations procedures, for all departmental employees. All employee evaluations shall be confidential and will become part of the employee's personnel file, with the employee retaining a copy if requested by the employee. The employee's signature on the performance evaluation means only that that the employee has seen the evaluation and does not necessarily mean that the employee agrees with, or disagrees with the evaluation. Employees shall have the opportunity to respond to evaluations in writing. Written responses to evaluations shall also be included within the employee's personnel file.

#### **ARTICLE 25 NEGOTIATION TIME**

The Employer will allow a maximum of two (2) employees to be excused from duty to attend the negotiations. Employees on-duty may be called to duty at any time during negotiations. No employee will receive overtime pay for attendance at negotiations.

#### **ARTICLE 26 EFFECTIVE PERIOD**

This Agreement shall be effective July 1, 2018 and shall continue through June 30, 2021.

This Agreement shall continue in effect from year to year thereafter unless one of the parties seeks modification thereof. The party seeking modification shall cause a written notice to be served on the other party by October 15 of the year prior to the time when modification is desired.

If the Affordable Care Act or its regulations are amended or if the application of the Affordable Care Act to the County's flex plan requires the County to pay any amount of money or make any contribution other than the payments specified in Article 19, then the parties agree that the contract will be reopened for negotiation regarding Article 19.

In witness whereof, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 10th day of April, 2018.

STORY COUNTY



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Chair, Board of Supervisors

PUBLIC, PROFESSIONAL &  
MAINTENANCE EMPLOYEES LOCAL  
2003, IUPAT



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Business Representative

## APPENDIX A

### SALARY SCHEDULE - Effective July 1, 2018

#### 2% ATB

	Start	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	10th Year
<b>Deputies</b>								
Hourly	24.00	25.08	26.21	27.40	28.63	29.92	31.26	31.89
Bi-weekly	1920.00	2006.40	2096.80	2192.00	2290.40	2393.60	2500.80	2551.20
Annual	49920.00	52166.40	54516.80	56992.00	59550.40	62233.60	65020.80	66331.20

4.5% step increase

2% step 10

#### **Detention Officer**

Hourly	21.41	22.37	23.38	24.43	25.53	26.68	27.89	28.45
Bi-weekly	1712.80	1789.60	1870.40	1954.40	2042.40	2134.40	2231.20	2276.00
Annual	44532.80	46529.60	48630.40	50814.40	53102.40	55494.40	58011.20	59176.00

4.5% step increases

2% step 10

#### **Telecommunicator**

Hourly	20.17	20.97	21.81	22.68	23.59	24.54	25.52	26.03
Bi-weekly	1613.60	1677.60	1744.80	1814.40	1887.20	1963.20	2041.60	2082.40
Annual	41953.60	43617.60	45364.80	47174.40	49067.20	51043.20	53081.60	54142.40

4% step increases

2% step 10

#### **Financial Data Manager/Office Services Technician**

Hourly	19.96	20.76	21.58	22.45	23.35	24.29	25.26	25.77
Bi-weekly	1596.80	1660.80	1726.40	1796.00	1868.00	1943.20	2020.80	2061.60
Annual	41516.80	43180.80	44886.40	46696.00	48568.00	50523.20	52540.80	53601.60

4% step increases

2% step 10

#### **Cook**

Hourly	16.35	17.00	17.69	18.39	19.13	19.89	20.69	21.10
Annual	34008.00	35360.00	36795.20	38251.20	39790.40	41371.20	43035.20	43888.00

4% step increases

2% step 10

Wage increases take effect the first full pay period following an employee's anniversary date.

SALARY SCHEDULE - Effective July 1, 2019

2% ATB

	Start	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	10th Year
<b>Deputies</b>								
Hourly	24.48	25.58	26.73	27.95	29.20	30.52	31.89	32.53
Bi-weekly	1958.40	2046.40	2138.40	2236.00	2336.00	2441.60	2551.20	2602.40
Annual	50918.40	53206.40	55598.40	58136.00	60736.00	63481.60	66331.20	67662.40

4.5% step increase

2% step 10

**Detention Officer**

Hourly	21.84	22.82	23.85	24.92	26.04	27.21	28.45	29.02
Bi-weekly	1747.20	1825.60	1908.00	1993.60	2083.20	2176.80	2276.00	2321.60
Annual	45427.20	47465.60	49608.00	51833.60	54163.20	56596.80	59176.00	60361.60

4.5% step increases

2% step 10

**Telecommunicator**

Hourly	20.57	21.39	22.25	23.13	24.06	25.03	26.03	26.55
Bi-weekly	1645.60	1711.20	1780.00	1850.40	1924.80	2002.40	2082.40	2124.00
Annual	42785.60	44491.20	46280.00	48110.40	50044.80	52062.40	54142.40	55224.00

4% step increases

2% step 10

**Financial Data Manager/Office Services Technician**

Hourly	20.36	21.18	22.01	22.90	23.82	24.78	25.77	26.29
Bi-weekly	1628.80	1694.40	1760.80	1832.00	1905.60	1982.40	2061.60	2103.20
Annual	42348.80	44054.40	45780.80	47632.00	49545.60	51542.40	53601.60	54683.20

4% step increases

2% step 10

**Cook**

Hourly	16.68	17.34	18.04	18.76	19.51	20.29	21.10	21.52
Annual	34694.40	36067.20	37523.20	39020.80	40580.80	42203.20	43888.00	44761.60

4% step increases

2% step 10

Wage increases take effect the first full pay period following an employee's anniversary date.

SALARY SCHEDULE - Effective July 1, 2020

2% ATB

	Start	1st Year	2nd Year	3rd Year	4th Year	5th Year	6th Year	10th Year	15th Year
<b>Deputies</b>									
Hourly	24.97	26.09	27.26	28.51	29.78	31.13	32.53	33.18	33.84
Bi-weekly	1997.60	2087.20	2180.80	2280.80	2382.40	2490.40	2602.40	2654.40	2707.20
Annual	51937.60	54267.20	56700.80	59300.80	61942.40	64750.40	67662.40	69014.40	70387.20

4.5% step increase

2% step 10

**Detention Officer**

Hourly	22.28	23.28	24.33	25.42	26.56	27.75	29.02	29.60	30.19
Bi-weekly	1782.40	1862.40	1946.40	2033.60	2124.80	2220.00	2321.60	2368.00	2415.20
Annual	46342.40	48422.40	50606.40	52873.60	55244.80	57720.00	60361.60	61568.00	62795.20

4.5% step increases

2% step 10

**Telecommunicator**

Hourly	20.98	21.82	22.70	23.59	24.54	25.53	26.55	27.08	27.62
Bi-weekly	1678.40	1745.60	1816.00	1887.20	1963.20	2042.40	2124.00	2166.40	2209.60
Annual	43638.40	45385.60	47216.00	49067.20	51043.20	53102.40	55224.00	56326.40	57449.60

4% step increases

2% step 10

**Financial Data Manager/Office Services Technician**

Hourly	20.77	21.60	22.45	23.36	24.30	25.28	26.29	26.82	27.36
Bi-weekly	1661.60	1728.00	1796.00	1868.80	1944.00	2022.40	2103.20	2145.60	2188.80
Annual	43201.60	44928.00	46696.00	48588.80	50544.00	52582.40	54683.20	55785.60	56908.80

4% step increases

2% step 10

**Cook**

Hourly	17.01	17.69	18.40	19.14	19.90	20.70	21.52	21.95	22.39
Annual	35380.80	36795.20	38272.00	39811.20	41392.00	43056.00	44761.60	45656.00	46571.20

4% step increases

2% step 10

Wage increases take effect the first full pay period following an employee's anniversary date.

**Story County  
Provider and Program Participation Agreement**

**THIS AGREEMENT** (the Agreement), entered into this First day of July, 2018 is by and between **Story County** and **Boys and Girls Club of Story County** (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.

### **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, and 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 6<sup>th</sup> 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:

Boys + Girls Clubs - Story County  
210 South 5th St.  
AMES, IA 50010

Attention: ERIKA PETERSON

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

**COUNTY:**

**PROVIDER:**

By: 

By: 

Print Name: Rick Sanders

Print Name: ERIKA K PETERSON

Print Title: Story County Board of Supervisors

Print Title: CEO

Date: 4/10/18

Date: 3/27/2018

**ATTACHMENT A  
SERVICE DEFINITIONS AND RATES  
FISCAL YEAR: 2019**

<b>Service Description</b>	<b>Unit of Service</b>	<b>Rate</b>
Youth Development/Social Adjustment Not to Exceed \$19,425	1 Client Contact/Day	\$20.65



February 1, 2018

RE: Story County  
Advantage Vision Plan Renewal

Thank you for choosing Avesis as your vision care provider. We are privileged to have you as our client and are committed to ensuring that Story County receives the best vision care experience available. We look forward to continuing our relationship with you and serving as your vision carrier of choice in the coming years.

We are pleased to offer you a Two (2) year guarantee with the following premium rates:

<b>Group Number:</b>	<b>60790-1509</b>
<b>Renewal Period:</b>	<b>July 1, 2018 to June 30, 2020</b>
<b>Plan:</b>	<b>933</b>
<b>Current Rates:</b>	<b>\$11.30 / \$21.72 / \$23.67 / \$30.45</b>
<b>Renewal Rates*:</b>	<b>\$11.64 / \$22.37 / \$24.38 / \$31.36</b>

In order to renew your vision benefits please sign and return the attached Renewal Agreement and your vision plan will continue to remain in effect from 7/1/2018 to 6/30/2020. **Signed renewals should be emailed to : ldevault@eyeplan.com or faxed to 1-515-657-4825 within 30 days of the renewal date.**

If you should have any questions or need additional information regarding your renewal, please contact me at 800-797-6282 ext 4824 or by email at ldevault@eyeplan.com.

Sincerely,

Lori DeVault / Select Networks  
Renewals / Customer Service  
On behalf of -  
The Core Account Management Team

\* Premium is subject to adjustment in the event of changes in benefits, contributions, or the number of eligible employees, or any future additional tax, fee or assessment imposed by the Federal or State governments with associated administrative costs and expenses.





**GROUP VISION CARE PLAN RENEWAL AGREEMENT**

**Group Number:** 60790-1509  
**Renewal Period:** July 1, 2018 to June 30, 2020  
**Plan:** 933  
**Current Rates:** \$11.30 / \$21.72 / \$23.67 / \$30.45  
**Renewal Rates\*:** \$11.64 / \$22.37 / \$24.38 / \$31.36

\* Your premium is subject to adjustment in the event of changes in benefits, contributions, or the number of eligible employees, or any future additional tax, fee, or assessment imposed by the Federal or State governments, with associated administrative costs and expenses.

Total Eligible Lives 255

For: **Story County**

By: **Avesis Third-Party Administrator**

  
 \_\_\_\_\_  
**Signature**

4/10/18  
 \_\_\_\_\_  
**Date**

Rick Sanders  
 \_\_\_\_\_  
**Typed or Printed Name**

  
 \_\_\_\_\_  
**Signature**

02/01/2018  
 \_\_\_\_\_  
**Date**

Michael Reamer  
 \_\_\_\_\_  
**Typed or Printed Name**





**STORY COUNTY  
BOARD OF SUPERVISORS  
MARTIN R. CHITTY  
WAYNE E. CLINTON  
RICK G. SANDERS**

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

March 28, 2018

Iron Mountain  
1000 Campus Dr.  
Collegeville, PA 19426

Re: Customer ID/Name I1198/STORY COUNTY COMMUNITY SERVICES

Dear Contracting Department/Customer Services,

Pursuant to our agreement, please let this serve as the 30 day notification to terminate our On-Site (Mobile) shredding contract with Iron Mountain and Story County Community Services, 126 S. Kellogg Ave., Suite 001, Ames, IA effective 5/10/18. We respectfully request the last day of service to be 4/17/18 with the removal of the shredding bins at that time. Please contact Karla Webb at (515) 663-2945 with any questions. Thank you for your service.

Respectfully,

Rick Sanders  
Chair, Story County Board of Supervisors

COUNTY AUDITOR'S REPORT OF FEES COLLECTED

STATE OF IOWA }  
STORY COUNTY }

TO THE BOARD OF SUPERVISORS OF STORY COUNTY:

Pursuant to the Code of Iowa, Chapter 331.902, Collection and Disposition of Fees collected, I, Lucy Martin, Auditor of the above named County and State, do hereby certify that the following is a true and correct statement of fees collected by me in my office for the quarter ending March 31, 2018 and the same has been paid to the Story County Treasurer.

For Elections for Other Entities Elections		\$ 3,487.67
Misc Elections	159.00	
City Elections		
School Elections		
Special Elections	3,328.67	

For Other Office Fees		\$ 764.35
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Plat Books	343.76
Computer Lists	21.00
Map Copies	
Copies	19.00
Miscellaneous	380.59

TOTAL		\$ 4,252.02
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Treasurer's Receipts for the above are attached.

  
 \_\_\_\_\_  
 LUCY MARTIN  
 Story County Auditor  
 April 2, 2018

**APPROVED**      **DENIED**  
 Board Member Initials: AS  
 Meeting Date: 4-10-18  
 Follow-up action: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

COUNTY RECORDER'S REPORT OF FEES COLLECTED FOR 3RD QUARTER  
FISCAL YEAR 2017-2018

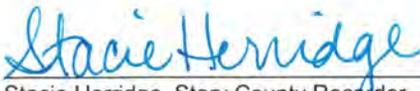
STATE OF IOWA)  
COUNTY OF STORY}

TO: THE STORY COUNTY BOARD OF SUPERVISORS

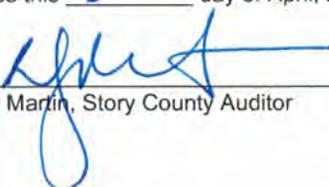
Pursuant to the Code of Iowa, Chapter 331.902, Collection and Disposition of Fees, I, Stacie Herridge, Recorder of the above-named County and State do hereby certify that the following is a true and correct statement of the fees collected by me in my office for the 3rd Fiscal Quarter ending March 31, 2018, and the same has been paid to the County Treasurer.

Change of Title Fees	01000-08000-4100-07	\$3,035.00
Records Management Fees	27000-08000-4140-07	\$2,571.00
Electronic Transaction Fees	56000-08000-4160-07	\$2,571.00
Real Estate Transfer Tax	01000-08000-4040-07	\$23,241.60
Recording Fees	01000-08000-4000-07	\$51,568.00
Snowmobile Fees	01000-08000-4010-07	\$465.00
Boat Fees	01000-08000-4020-07	\$126.25
Hunting & Fishing Fees	01000-08000-4030-07	\$12.00
UCC Fees	01000-08000-4050-07	\$0.00
Copy Fees	01000-08000-4060-07	\$850.75
ATV Fees	01000-08000-4070-07	\$438.75
Vital Records Fees	01000-08000-4130-07	\$5,676.00
Passport Fees	01000-08000-4150-07	\$9,515.00
Boat Title Fees	01000-08000-4120-22	\$90.00
Interest	01000-00054-6000-07	\$36.86
Overages	01000-00055-8220-07	\$224.70
DNR Fees	01000-08000-4080-07	\$0.00
Total paid to Story County Treasurer		\$100,421.91

All of which is respectfully submitted this 3rd day of April, 2018.

  
Stacie Herridge, Story County Recorder

Subscribed and sworn to before me, the undersigned, and filed in my office this 3<sup>rd</sup> day of April, 2018

  
Lucy Martin, Story County Auditor

**APPROVED**      **DENIED**  
Board Member Initials: MS  
Meeting Date: 4-10-18  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Story County Commission of Veterans Affairs  
Brett D. McLain, Director**

Story County Human Services Center  
126 S. Kellogg Ave. Suite 001, Ames, Iowa 50010

Ph. 515-956-2626 Fax 515-956-2627  
www.storycountylowa.Gov  
veteransaffairs@storycountylowa.Gov

**APPROVED**

**DENIED**

Board Member Initials: BS

Meeting Date: 4-10-18

Follow-up action: \_\_\_\_\_

**REPORT OF VETERANS AFFAIRS COMMISSION**

STATE OF IOWA,  
STORY COUNTY

We, the undersigned, members of the Veterans Affairs Commission, hereby certify that the following is a correct statement of the claim numbers and amount of assistance given to persons entitled to relief under Chapter 35B.10 Disbursement-inspection of records of the Code of Iowa, for the Third Quarter FY 18 January 1, 2018 – March 31, 2018.

STORY CO. VA CLAIM #	ASSISTANCE	AMOUNT
W 4572	Utility	233.26
B 9533	Rent	400.00
W 4908	Rent	500.00
Total		\$1,133.26

Brett D. McLain

Brett McLain, Director

Amy Rosenberg

Amy Rosenberg, Secretary

Lynn Lathrop

Lynn Lathrop, Member

Pat Peakin

Pat Peakin, Chair

Terry Greenfield

Terry Greenfield, Member

Russell Bauer

Russell Bauer, Member

**Story County Sheriff's Report  
Total Income Earned  
For the Quarter Ending March 31, 2018**

Civil Fees (01000-01000-4400-05)	\$35,314.02
Civil Fees (Credit Card)	\$1,870.84
Permits to Carry Concealed Weapon (01000-01000-4410-05)	\$9,355.00
Permits to Carry Concealed Weapon (Credit Card)	\$4,200.00
Interest (01000-00054-6000-05)	\$30.84
Work Release (01000-01000-4400-05)	\$375.00

**Total** **\$51,145.70**

**Total Paid to Story County Treasurer** **\$51,145.70**

**APPROVED**

**DENIED**

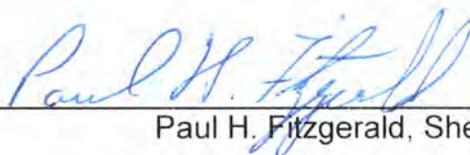
Board Member Initials: PS

Meeting Date: 4-10-18

Follow-up action: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

  
Paul H. Fitzgerald, Sheriff

Dated 03/31/2018  
PHF:kan



# INFOMAX

## OFFICE SYSTEMS

1010 ILLINOIS ST  
DES MOINES, IA 50314-3047  
P: 515-244-5203 F: 515-282-9851

### CONTRACT INVOICE

Invoice Number: AR480973  
Invoice Date: 03/30/2018

**Bill To:** STORY COUNTY AUDITOR  
Lisa Markley  
900 6TH ST  
NEVADA, IA 50201-0000

**Customer:** STORY COUNTY AUDITOR  
900 6TH ST  
NEVADA, IA 50201-0000

Account No	Payment Terms	Due Date	Invoice Total	Balance Due	
108526	NET 30 DAYS	04/29/2018	\$ 550.02	<b>\$ 550.02</b>	
<b>Invoice Remarks</b>					
Contract Number	Contact	Contract Amount	P.O. Number	Start Date	Exp. Date
DF915-040700600-01		\$ 550.02		04/01/2005	04/01/2019
<b>Contract Remarks</b>					

**Summary:**

Contract base rate charge for the 05/01/2018 to 04/01/2019 billing period

\$550.02 \*

\*Sum of equipment base charges

\$550.02

**Detail:**

**Equipment included under this contract**

**Duplo/DF-915**

Number	Serial Number	Base Charge	Location
C9871	040700600	\$550.02 **	STORY COUNTY AUDITOR 900 6TH ST NEVADA, IA 50201-0000

\*\*Prorated from 5/1/2018 to 4/1/2019

PLEASE REMIT TO:  
INFOMAX OFFICE SYSTEMS, INC.  
P O BOX 858  
DES MOINES, IA 50304-0858

Invoice SubTotal	\$550.02
Tax:	\$0.00
Invoice Total	\$550.02
<b>Balance Due:</b>	<b>\$550.02</b>

INTERGOVERNMENTAL 28E AGREEMENT FOR  
COMBINED LAW ENFORCEMENT OPERATIONS

THIS AGREEMENT, made by and among the County of Story, Iowa, the City of Ames, Iowa, the City of Nevada, Iowa, the City of Story City, Iowa, the City of Huxley, Iowa, Story County Conservation, and Iowa State University of Science and Technology, with their respective law enforcement agencies, the Story County Sheriff's Office, the Ames Police Department (hereinafter "Ames PD"), the Nevada Public Safety Department (hereinafter "Nevada PD"), the Story City Police Department (hereinafter "Story City PD"), the Huxley Police Department (hereinafter "Huxley PD"), Story County Conservation Public Safety (hereinafter "Story County PS"), and the Iowa State University of Science and Technology Department of Public Safety (hereinafter "ISU DPS"). (hereinafter collectively "the Parties"), is entered into to permit combined law enforcement activities within their boundaries pursuant to Chapter 28E of the Iowa Code, providing as follows:

I. PURPOSE

WHEREAS, this Agreement does not contemplate and shall not be construed to limit or expand the powers of the participating entities, except as expressly stated in this Agreement;

WHEREAS, the undersigned entities provide law enforcement services to their respective constituents; and

WHEREAS, the Parties recognize that in certain situations, the use of law enforcement officers and other law enforcement employees to perform law enforcement duties outside of the territorial limits of the political subdivision or institution where such officers are legally employed may be desirable and necessary to preserve and protect the health, safety, and welfare of the public; and

WHEREAS, the Parties recognize that there are certain types of criminal activities or trends that are a local, regional, state, and/or national problem involving violations of laws that cross political jurisdictional lines and that law enforcement officers from the jurisdictions listed in this Agreement may be called to render assistance to officers and/or become independently involved in law enforcement activities outside of their respective political subdivision or institution. The parties further recognize that there are certain prearranged law enforcement tasks that may be planned which will involve participation of law enforcement officers from all Parties and that these tasks may take place outside of their respective subdivision or institution; and

WHEREAS, the Parties recognize that there are certain criminal activities or investigative tasks that the officers identified in this Agreement may become independently involved in outside of their jurisdiction without participation of any officers of the jurisdiction where those activities are taking place.

IT IS, THEREFORE, the purpose of this Agreement to permit the Parties, through their respective law enforcement agencies, to share personnel for the purpose of combined routine patrol, investigations, and any other law enforcement related activities as the Parties deem appropriate.

## II. NATURE OF AGREEMENT

This Agreement is made pursuant to Chapter 28E, Code of Iowa. This Agreement is to permit joint law enforcement activities by the Parties. No separate legal entity is established by this Agreement. Each Party shall independently finance and budget for its activities under this Agreement. No real or personal property will be purchased, held or disposed of in the performance of this Agreement.

## III. MUTUAL AID

Mutual aid means a voluntary exchange of services, personnel, and/or equipment among the Parties.

Mutual aid may be provided between and among the Parties during a natural disaster, public disorder, State emergency, other emergency, or routine police work when it would best serve the interests of the Parties and public within the respective jurisdictions.

All law enforcement personnel employed by each party shall have authority to render mutual aid at the request of personnel from another party's law enforcement agency unless such authority is revoked or restricted by a commanding officer of either agency. Such revocation or restriction may be made at any time, but not without first notifying the requesting party. A request for aid may be made through commanding officers, through law enforcement dispatchers or directly from one officer to another. In any case where mutual aid is rendered, every officer involved shall report the extent of aid rendered to their respective commanding officers.

## IV. AUTHORITY OF PARTICIPATING OFFICERS

The officers designated pursuant to this Agreement shall have full powers as peace officers when participating in the law enforcement activities identified in this Agreement anywhere in the jurisdictions of the participating agencies. However, they shall have no greater authority than they have when in their employing jurisdiction or institution.

The Police Chief of the City of Ames, the Sheriff of Story County, the Police Chief of Nevada, the Police Chief of Story City, the Police Chief of Huxley, the Director of Public Safety for Story County Conservation, and the Assistant Vice President/Chief of Police for the Department of Public Safety at Iowa State University, or any officer commanding in their absence, shall retain full command of and authority over officers employed by their respective agencies at all times, even while in the process of rendering mutual aid, unless specific orders to the contrary are issued by the officer's commander. A delegation of command authority to another agency shall not relieve the delegating Party from its obligations to hold harmless and indemnify the other Parties to this Agreement as set forth below.

## V. COMPENSATION

It shall be the responsibility of each party to this agreement to provide compensation to its own personnel and to provide appropriate insurance for its personnel who may suffer injury, disability, or death in the performance of official duties while assisting the other party under the

terms of this Agreement. No participating law enforcement agency shall be required to compensate officers of another agency.

Each party to this Agreement shall be responsible for the issuance of, repairs, and maintenance on its own vehicles and other equipment.

## VI. LIABILITY

Employees or volunteers of any party acting pursuant to this Agreement shall be considered as acting under the lawful orders and instructions pertaining to their employment or volunteer status with such party. Under no circumstances are employees or volunteers of one party to be considered employees or volunteers of the other party.

Each party waives all claims against the other for compensation for any property loss or damage and/or personal injury or death to its personnel as consequence of the performance of this Agreement unless such loss, damage, injury, or death arises from the negligent or willful misconduct of a party. Each party shall bear the liability and/or costs of damage to its equipment and facilities, and the compensation of its employees or volunteers, including injury and death of its personnel, occurring as a consequence of the performance of this Agreement, whether the damages, costs, injury, or death occurs at an emergency in the party's own jurisdiction or in the jurisdiction of the other party unless such damages, injury, liability, or death arises from the negligent or willful misconduct of a party. Nothing in this Agreement is intended nor does it waive any right to seek federal or other assistance provided for disaster relief.

A party shall hold harmless and indemnify the other parties from any liability to third parties arising out of its negligent or willful misconduct, or arising from the execution of a specific command or order pursuant to this Agreement. Nothing in this Agreement shall prevent or limit any party to this Agreement from recovering or attempting to recover costs of services rendered to a third party where such recovery of costs is provided for by law.

The Parties to this Agreement do not waive any defenses, immunities, or other limitations applicable to a respective party and nothing herein shall be so construed. Each party to this Agreement reserves the right to fully defend all claims arising from loss of or damage to private property and/or death of or injury to private persons who are not parties to this Agreement including, but not limited to asserting defenses of immunities available under applicable law.

This article shall survive the termination of this Agreement where necessary to protect each party to this Agreement.

## VII. RULES AND REGULATIONS

The commanding officers of the participating law enforcement agencies are authorized to establish the operational rules and regulations for the law enforcement officers' conduct pursuant to this Agreement, covering such matters as administrative duties and command responsibility for the personnel and equipment involved.

Unless otherwise agreed by the respective parties to a specific case, the party requesting mutual aid shall be responsible for original case preparation and filing criminal charges, if any.

In cases where this agreement is invoked to address potential or perceived conflict of interest, the party leading the investigation will be responsible for case preparation and filing of criminal charges. The secondary party shall provide supplementary reports as needed. Both parties shall maintain their respective copies of criminal reports generated by a mutual aid request.

A sworn officer making an arrest shall be responsible for maintaining custody and writing reports generated from the arrest. If the arrest is based on officer observation or investigation, that officer must file the appropriate criminal charge(s) (citation of complaint) with the appropriate courts.

Officers responding outside of their jurisdiction will notify the agency whose jurisdiction they are entering as soon as possible of the criminal activity.

#### VIII. TERM

The term of this Agreement shall commence when approved by the governing body of each law enforcement agency and signed by the representative of each governing body and continue until terminated as provided herein. The term of this Agreement shall end on February 28, 2028, unless previously terminated as provided herein.

This Agreement may be terminated at any time by the mutual agreement of all parties or by the political entity authorizing this agreement by furnishing written notice to the other agencies of the termination. All Parties to this Agreement must provide 90 days notice prior to terminating participation in this Agreement. This Agreement would remain in effect as to the non-terminating agencies, and an amendment to the Agreement made and filed.

#### IX. AMENDMENTS

This Agreement represents the entire agreement of the parties. This Agreement is not intended to supersede any prior agreements between participating agencies or prevent any of the Parties from adopting other agreements relating to cooperative law enforcement activities. Any amendments must be in writing, approved by the governing bodies of all Parties, and executed by the authorized representatives of all Parties. All executions, terminations, and amendments of this Agreement will be filed in the office of the Iowa Secretary of State, in accordance with Chapter 28E.8 of the Code of Iowa.

#### X. VALIDITY

In the event any part or paragraph of this Agreement is declared void as being contrary to Iowa law, the remaining portions of the Agreement that are valid shall continue in full force and effect.

#### XI. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (excluding conflict of laws rules), and applicable federal law.

#### XII. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such counterparts shall together constitute but one and the same instrument.

### XIII. AUTHORITY

Each party to this Agreement represents and warrants to the other that it has the right, power and authority to enter into and perform its obligations under this Agreement; and that it has taken all requisite actions necessary to approve the execution, delivery and performance of this Agreement.

IN WITNESS THEREOF, the parties have executed this Agreement on the dates given below.

IOWA CODE CHAPTER 28E AGREEMENT  
COUNTY PARTIES TO AGREEMENT

Story County, Iowa

By:   
Chairman, Board of Supervisors

Date: 4.10.18

ATTEST:

By:   
County Auditor

Iowa Department of Transportation  
**SECONDARY ROAD  
CONSTRUCTION PROGRAM**

County: Story County  
Fiscal Year: 2019  
Version: Original

COUNTY CERTIFICATION

The detailed construction program for the secondary road system was adopted by the Board of Supervisors on 4/10/18.

ATTESTED

[Signature]  
County Auditor Date 4-10-18

[Signature]  
County Engineer Date 4-2-18

[Signature]  
Chairperson, Board of Supervisors Date 4.10.18

IOWA DOT PROGRAM APPROVALS

Recommend Approval: OLS Reviewer Date \_\_\_\_\_

Approval: Director of Local Systems Date \_\_\_\_\_

# FIVE YEAR SECONDARY ROADS CONSTRUCTION PROGRAM

Project ID	Location	Description of Work	AADT Length FHWA #	System Status FM-Xtr	\$ Day Labor Type Work SPC/FA Types	Fund	FY: 2019	Priority Years				
								1st	2nd	3rd	4th	5th
85(145)--	300TH ST: Over Unnamed Creek Bridge Replacement S13-T82-R24		100 - 100 0.1 314280	Local Previous	\$0 320 - Bridges	LCL						
						FM						
						SPC						
3	On EG3, from Hwy 65 east 5.7 Miles to Marshall Co. Line S-T-R--		160 - 280 5.7	FA and FM Previous	\$0 366 - HMA Paving	LCL						
						FM	1,000					
						SPC						
55-85	On 290th St., S11 T82 R24 S11-T82-R24		120 0.1	FM Previous	\$0 320 - Bridges	LCL						
						FM	140					
						SPC						
5	On 310th St, Over small stream, on NLINE S19 T82 R21 S19-T82-R21		40 0.1	Local New	\$0 332 - Box Culverts	LCL	140					
						FM						
						SPC						
7	On 340th St., Over Wolf Creek, on SLINE S34 T82 R21 S34-T82-R21		40 0.1 199490	Local New	\$0 320 - Bridges	LCL	75					
						FM						
						SPC						
8						LCL						
						FM						
						SPC						
9						LCL						
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71						LCL						
						FM						
						SPC						
72						LCL						
						FM						

## FIVE YEAR SECONDARY ROADS CONSTRUCTION PROGRAM

Project ID	Location Description of Work Section-Town-Range	AADT Length FHWA #	System Status FM-Xfr	\$ Day Labor Type Work SPC/FA Types	Fund	Accomp Year				
						FY: 2019	FY: 2020	FY: 2021	FY: 2022	FY: 2023
025	County Wide: 0 All County S0-T0-R0	0	Local Previous	\$0 331 - Pipe Culverts	LCL	10				
					FM					
					SPC					
					FA					
026	On Sand Hill Trail, Over Small Stream, on NLINE S29 T83 R23	60 0.1	Local Previous	\$0 320 - Bridges	LCL	150				
					FM					
					SPC					
					FA					
027	On 287th St., S5 T82 R22	15 0.1	Local Previous	\$0 320 - Bridges	LCL	130				
					FM					
					SPC					
					FA					
028	0: All County S0-T0-R0	0	Local Previous	\$0 300 - Balance In Reserve	LCL	70				
					FM					
					SPC					
					FA					
029	On 210th St., Over Small Stream, on NLINE S33 T84 R21	30 0.1 315070	Local Previous	\$0 320 - Bridges	LCL	140				
					FM					
					SPC					
					FA					
030	S33-T84-R21				SWAP					
					LCL					
					FM					
					SPC					
031					SWAP					
					LCL					
					FM					
					SPC					

# FIVE YEAR SECONDARY ROADS CONSTRUCTION PROGRAM

r	Location Description of Work Section-Town-Range	AADT Length FHWA #	System Status FM-Xfr	\$ Day Labor Type Work SPC/FA Types	Fund	Accomp Year				
						FY: 2019	FY: 2020	FY: 2021	FY: 2022	FY: 2023
						1st	2nd	3rd	4th	
85(UI7)--	On 570th Ave., Over Ballard Creek, along WLINE S17 T82 R23	110 0.1 314120	Local Previous	\$0 320 - Bridges	LCL					
					FM					
					SPC					
S17-T82-R23				SWAP-HBP	FA					
					SWAP	600				
5-85	On 730th Ave., S1 T85 R21	30 0.1 315680	FM Previous	\$0 320 - Bridges	LCL					
					FM	450				
					SPC					
S1-T85-R21					FA					
					SWAP	60				
t	290th St.: - Culvert Replacement S10-T82-R21	25 0.1	Local Previous	\$0 331 - Pipe Culverts	LCL					
					FM					
					SPC					
S10-T82-R21					FA					
					SWAP	75				
645th Ave.: Over Small Stream	S21-T82-R22	15 0.1	Local Previous	\$0 331 - Pipe Culverts	LCL					
					FM					
					SPC					
S21-T82-R22					FA					
					SWAP	80				
580th Ave.: Over Small Stream	S28-T82-R23	90 0.1	Local Previous	\$0 332 - Box Culverts	LCL					
					FM					
					SPC					
S28-T82-R23					FA					
					SWAP					

## FIVE YEAR SECONDARY ROADS CONSTRUCTION PROGRAM

Project ID	Location Description of Work Section-Town-Range	AADT Length FHWA #	System Status FM-Xfr	\$ Day Labor Type Work SPC/FA Types	Fund	Accomp Year	Priority Years			
							FY: 2019	FY: 2020	FY: 2021	FY: 2022
5-85	On 560th Ave., from Blue Sky Blvd north 1.0 Miles to 315th St.	70 - 110	Local Previous	\$0 367 - PCC Paving	LCL					
					FM		750			
					SPC					
					FA					
5-85	On 730th Ave., S1 T82 R21	30 0.1 313440	FM Previous	\$0 320 - Bridges	LCL					
					FM			400		
					SPC					
					FA					
5-85	On 680th Ave., S7 T82 R21	40 0.1 313480	FM Previous	\$0 320 - Bridges	LCL					
					FM			350		
					SPC					
					FA					
5-85 MA	On 680th Ave., from 255th St. north 1.6 Miles to Hwy 30	170 - 500 1.6	FM Previous	\$0 366 - HMA Paving	LCL					
					FM			400		
					SPC					
					FA					
5-85	On 680th Ave., from 255th St. north 1.6 Miles to Hwy 30	170 - 500 1.6	FM Previous	\$0 366 - HMA Paving	LCL					
					FM			400		
					SPC					
					FA					
5-85	On 680th Ave., from 255th St. north 1.6 Miles to Hwy 30	170 - 500 1.6	FM Previous	\$0 366 - HMA Paving	LCL					
					FM			400		
					SPC					
					FA					
5-85	On 680th Ave., from 255th St. north 1.6 Miles to Hwy 30	170 - 500 1.6	FM Previous	\$0 366 - HMA Paving	LCL					
					FM			400		
					SPC					
					FA					
5-85	On 680th Ave., from 255th St. north 1.6 Miles to Hwy 30	170 - 500 1.6	FM Previous	\$0 366 - HMA Paving	LCL					
					FM			400		
					SPC					
					FA					

# FIVE YEAR SECONDARY ROADS CONSTRUCTION PROGRAM

ID	Location Description of Work Section-Town-Range	AADT Length FHWA #	System Status FM-Xfr	\$ Day Labor Type Work SPC/FA Types	Fund	Accomp Year		Priority Years				
						FY: 2019	FY: 2020	FY: 2021	FY: 2022	FY: 2023		
3	On 720th Ave., Over small stream, on WLINE S26 T82 R21  S26-T82-R21	50 0.1	Local New	\$0 332 - Box Culverts	LCL				130			
					FM							
					SPC							
1	On 590th Ave., Over DD#5, S10 T83 R23  S10-T83-R23	230 0.1 314700	Local Previous	\$0 320 - Bridges	LCL				200			
					FM							
					SPC							
1	On 220th St., from 580th Ave. east 1.5 Miles  S--T--R--	180 - 250 1.5	Local Previous	\$0 367 - PCC Paving	LCL				1,500			
					FM							
					SPC							
1	On 220th St., S4 T83 R23  S4-T83-R23	250 0.1	Local Previous	\$0 332 - Box Culverts	LCL				140			
					FM							
					SPC							
1	On 100th St., Over small stream, on WLINE S3 T85 R23  S3-T85-R23	45 0.1	Local New	\$0 332 - Box Culverts	LCL				100			
					FM							
					SPC							
1					FA							
					SWAP							
					SWAP							

## FIVE YEAR SECONDARY ROADS CONSTRUCTION PROGRAM

ID	Location Description of Work Section-Town-Range	AADT Length FHWA #	System Status FM-Xfr	\$ Day Labor Type Work SPC/FA Types	Fund	Accomp Year				
						FY: 2019	FY: 2020	FY: 2021	FY: 2022	FY: 2023
						Priority Years				
						1st	2nd	3rd	4th	
Loop	On Hickory Grove Lake Loop, 2.54 Miles, in S24 T83 R22  S24-T83-R22	80 - 450 2.54	Local Previous	\$0 366 - HMA Paving	LCL			500		
					FM					
					SPC					
le	On 690th Ave., S20 T85 R21  S20-T85-R21	10 0.1 315780	Local Previous	\$0 320 - Bridges	LCL		140			
					FM					
					SPC					
3					FA					
					SWAP					
-55-85 Culvert	On 290th St., on NLINE S11 T82 R22  S11-T82-R22	90 0.1	FM New	\$0 332 - Box Culverts	LCL				80	
					FM					
					SPC					
)					FA					
					SWAP					
-55-85 idge	On 730th Ave., S12 T84 R21  S12-T84-R21	45 0.1 315020	FM Previous	\$0 320 - Bridges	LCL				350	
					FM					
					SPC					
)					FA					
					SWAP					
-55-85 e and	On 530th Ave., from Co. Hwy E57 north 2.0 Miles to 260th St.  S--T--R--	130 - 270 2	FM Previous	\$0 367 - PCC Paving	LCL				2,600	
					FM					
					SPC					
)					FA					
					SWAP					



# FIVE YEAR SECONDARY ROADS CONSTRUCTION PROGRAM

ID	Location Description of Work Section-Town-Range	AADT Length FHWA #	System Status FM-Xfr	\$ Day Labor Type Work SPC/FA Types	Fund	Accomp Year				
						FY: 2019	FY: 2020	FY: 2021	FY: 2022	FY: 2023
						1st	2nd	3rd	4th	
55-85	On 170th Ave., Over small stream, on NLINE S8 T84 R23	50 0.1	FM New	\$0 332 - Box Culverts	LCL					
					FM					
					SPC					
3	S8-T84-R23				FA					
					SWAP					
55-85	On 530th Ave., Over Ballard Creek, on WLINE S15 T82 R24	50 0.1 314300	FM New	\$0 320 - Bridges	LCL					
					FM					
					SPC					
3	S15-T82-R24				FA					
					SWAP					
55-85	On 730th Ave., Over small stream, on WLINE S24 T84 R21	40 0.1	FM New	\$0 332 - Box Culverts	LCL					
					FM					
					SPC					
3	S24-T84-R21				FA					
					SWAP					
55-85	On 110th St., Over East Indian Creek, on NLINE S7 T85 R22	35 0.1 315950	FM New	\$0 332 - Box Culverts	LCL					
					FM					
					SPC					
3	S7-T85-R22				FA					
					SWAP					
55-85	On 720th Ave., Over small stream, on WLINE S23 T82 R21	45 0.1	Local New	\$0 332 - Box Culverts	LCL					
					FM					
					SPC					
3	S23-T82-R21				FA					
					SWAP					

# FIVE YEAR SECONDARY ROADS CONSTRUCTION PROGRAM SUMMARY

For

Story County

Year	In thousands of dollars					Total
	2019	2020	2021	2022	2023	
LCL	715	965	2,710	280	130	4,800
FM	1,140	450	1,150	3,030	860	6,630
SPC	0	0	0	0	0	0
FA	0	0	0	0	0	0
SWAP	350	600	400	3,380	1,000	5,730
<b>Totals:</b>	2,205	2,015	4,260	6,690	1,990	17,160

## PAVING POINT COMPUTATIONS

### Story County

<b>Program \</b> 2019
--------------------------

Project Number	Description/Location	Grade For Pave or Pave	Proposed Program Year	County/District Computations	Funct. Class	Current AADT	Closest Paved Parallel Route	Percent Trucks	Bonus Points
3--73-85 AS#: 36090	On 220th St., from 580th Ave. east 1.5 Miles S--T--R--	Pave	2021	County Computation	10	25	0	15	0
				OLS Review					
-C085(M34)--55-85 AS#: 36091	On 530th Ave., from Co. Hwy E57 north 2.0 Miles to 260th St. S--T--R--	Pave	2022	County Computation	15	27	5	5	0
				OLS Review					
30--73-85 AS#: 36092 Public Hearing: 23-Oct-2018	On 560th Ave., from Blue Sky Blvd north 1.0 Miles to 315th St. S--T--R--	Pave	2020	County Computation	10	11	0	5	0
				OLS Review					

Points must be accompanied by letter of documentation.  
 Paving, culvert and 3R projects.

# wright·line

Sales Proposal No:  
Q39003\_03076 Rev 7  
Date: 03/21/2018  
Number of Pages: 7

*Proposal*

160 Gold Star Blvd.  
Worcester, Massachusetts 01606

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*This proposal created for:*

**Ms. Dina McKenna**  
Information Systems  
of  
**Story Co IA 911**  
1315 B Ave  
Nevada, IA 50201  
Phone: 515-382-7469

**Submitted by:**

**Greg Stearman**

160 Gold Star Boulevard  
Worcester, Massachusetts 01606  
US

**Phone:** 502-445-5015

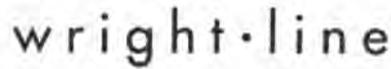
**Fax:**

**Email Address:**

**Date:** 03/21/2018

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Story Co IA 911  
 Ms. Dina McKenna 515-382-7469  
 1315 B Ave  
 Nevada, IA 50201

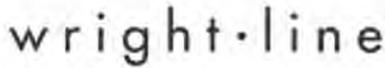


Proposal No: Q39003\_03076 Rev 7 (03/21/2018)  
 Sales Representative: Greg Stearman  
 502-445-5015  
 errer  
 160 Gold Star Boulevard  
 Worcester, Massachusetts 01606

**Proposal - Line Items**

Ln	Qty	ItemNo	Product Name	Sp	Unit Price	Disc	Extended Price
Option 2							
1	2	PC2429D1	24" Core, Double Sided *[Steel: NuGrey]*		\$177.73	10.00% G	\$319.91
2	2	KONWL2B	Fpd Arm-Sw Mount Dual Vert Fpd		\$396.00	18.00%	\$649.44
3	4	G110A6060-Z	60X60 Dual Lift, 90 For E-Zone *[Steel: NuGrey - Laminate: N/A]*		\$5,540.00	30.00%	\$15,512.00
4	4	G911U-A01	Dpf1C Control Pad		\$95.00	30.00%	\$266.00
5	4	G623B6060-T	Fab Core Skin Kit 60X60-90 *[Steel: NuGrey - Fabric: N/A]*		\$774.00	30.00%	\$2,167.20
6	4	PEPECU1	Ezone - Personal Comfort System		\$3,080.00	20.00%	\$9,856.00
7	4	TOACTA1028B	28" Extension Pole		\$63.00	18.00%	\$206.64
8	10	TOACGMA220B	Pole Mount, Articulating Dual Swing Arm And 26" Array		\$616.00	20.00%	\$4,928.00
9	6	ARRAYHANDLE	Fpd Array Handle *[Steel: Black]*		\$87.46	10.00% G	\$472.28
10	4	TOACTA1014B	14" Extension Pole		\$51.00	18.00%	\$167.28
11	1	PC3029D1	30" Core, Double Sided *[Steel: NuGrey]*		\$222.17	10.00% G	\$199.95
12	2	PC4829S1	48" Core, Single Sided *[Steel: NuGrey]*		\$399.90	10.00% G	\$719.82
13	4	PC6029S1	60" Core, Single Sided *[Steel: NuGrey]*		\$444.33	10.00% G	\$1,599.59
14	2	PC6029D1	60" Core, Double Sided *[Steel: NuGrey]*		\$399.90	10.00% G	\$719.82
15	2	PRR30UP	30" Rotating Resource Under Ws *[Steel: NuGrey]*		\$1,368.26	10.00% G	\$2,462.87
16	1	6M11	66" W/5 Levels For Drop File *[Opti: N/A - Opti: N/A]*		\$1,410.00	18.00%	\$1,156.20
17	2	PDW2416D	24X16 Display Wall Ds *[Steel: NuGrey]*		\$399.90	10.00% G	\$719.82
18	2	PMW6016D	60X16 Modular Wall Ds *[Steel: NuGrey]*		\$304.69	10.00% G	\$548.44
19	4	PMW6016S	60X16 Modular Wall Ss *[Steel: NuGrey]*		\$354.76	10.00% G	\$1,277.14
20	1	PDW3016D	30X16 Display Wall Ds *[Steel: NuGrey]*		\$444.33	10.00% G	\$399.90
21	2	PDW4816S	48X16 Display Wall Ss *[Steel: NuGrey]*		\$531.79	10.00% G	\$957.22

Story Co IA 911  
 Ms. Dina McKenna 515-382-7469  
 1315 B Ave  
 Nevada, IA 50201

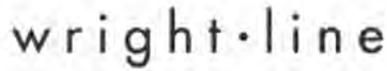


Proposal No: Q39003\_03076 Rev 7 (03/21/2018)  
 Sales Representative: Greg Stearman  
 502-445-5015  
 errer  
 160 Gold Star Boulevard  
 Worcester, Massachusetts 01606

**Proposal - Line Items (Continued)**

Ln	Qty	ItemNo	Product Name	Unit Price	Disc	Extended Price
22	2	PET116P2	180D Conn Ergo Tier 1 (16) *[Steel: NuGrey]*	\$265.89	10.00% G	\$478.60
23	16	PWFP3016	30X16 Fabric Insert (User Fac) *[Fabric: Network Frost]*	\$115.67	10.00% G	\$1,665.65
24	2	PDWT24D1	24" Wide Wall Top Trim, Ds *[Steel: NuGrey]*	\$71.23	10.00% G	\$128.21
25	1	PDWT30D1	30" Wide Wall Top Trim, Ds *[Steel: NuGrey]*	\$80.40	10.00% G	\$72.36
26	2	PDWT48S1	48" Wide Wall Top Trim, Ss *[Steel: NuGrey]*	\$98.04	10.00% G	\$176.47
27	4	PDWT60S1	60" Wide Wall Top Trim, Ss *[Steel: NuGrey]*	\$106.50	10.00% G	\$383.40
28	2	PDWT60D1	60" Wide Wall Top Trim, Ds *[Steel: NuGrey]*	\$106.50	10.00% G	\$191.70
29	1	PCPL2428	Cpu Docker Left *[Steel: NuGrey]*	\$620.65	10.00% G	\$558.58
30	2	PCPR2428	Cpu Docker Right *[Steel: Black]*	\$620.65	10.00% G	\$1,117.17
31	1	PCPR2428	Cpu Docker Right *[Steel: NuGrey]*	\$620.65	10.00% G	\$558.58
32	1	PUPRFLH1	30"D Full Depth Upright Lh *[Steel: NuGrey]*	\$177.73	10.00% G	\$159.96
33	1	PUPRFRH1	30"D Full Depth Upright Rh *[Steel: Black]*	\$177.73	10.00% G	\$159.96
34	3	PUPRSRH1	30"D Cantilever Top Support Rh *[Steel: Black]*	\$51.49	10.00% G	\$139.02
35	3	PUPRSLH1	30"D Cantilever Top Support Lh *[Steel: Black]*	\$51.49	10.00% G	\$139.02
36	4	PCSK2200	22" Wide Core Skin *[Steel: NuGrey]*	\$83.93	10.00% G	\$302.15
37	2	PCSK2600	26" Wide Core Skin *[Steel: NuGrey]*	\$93.80	10.00% G	\$168.84
38	2	PVET16T1	Vertical End Trim T1 (16) *[Steel: NuGrey]*	\$53.60	10.00% G	\$96.48
39	2	PVET16T1C	Vertical End Trim T1 (16) W/Cable Port *[Steel: N/A]*	\$53.60	10.00% G	\$96.48

Story Co IA 911  
 Ms. Dina McKenna 515-382-7469  
 1315 B Ave  
 Nevada, IA 50201

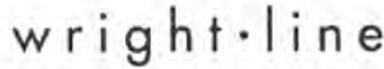


Proposal No: Q39003\_03076 Rev 7 (03/21/2018)  
 Sales Representative: Greg Stearman  
 502-445-5015  
 error  
 160 Gold Star Boulevard  
 Worcester, Massachusetts 01606

**Proposal - Line Items (Continued)**

Ln	Qty	ItemNo	Product Name	Unit Price	Disc	Extended Price
40	2	PBT2430L	24X30 Bullnose Trans Left *[Steel: N/A - Laminate: N/A]*	\$177.73	10.00% G	\$319.91
41	2	PBT2430R	24X30 Bullnose Trans Right *[Steel: N/A - Laminate: N/A]*	\$177.73	10.00% G	\$319.91
42	2	PBW4830D	48X30 Bullnose Worksurface *[Steel: N/A - Laminate: N/A]*	\$265.89	10.00% G	\$478.60
43	2	PPWS30721	30X72 Peninsula Worksurface (30/30) *[Steel: N/A - Laminate: N/A]*	\$536.02	10.00% G	\$964.84
44	6	EPBZ85	Epd Basic 16A In: 5-20P Out: 12 X 5-20R *[ETN]*	\$125.00	25.00%	\$562.50
45	1	999922	W/L Install Inside Delivery: Installation: Debris removal	\$8,000.00	0.00%	\$8,000.00
Option 2						\$62,543.91

Story Co IA 911  
 Ms. Dina McKenna 515-382-7469  
 1315 B Ave  
 Nevada, IA 50201



Proposal No: Q39003\_03076 Rev 7 (03/21/2018)  
 Sales Representative: Greg Stearman  
 502-445-5015  
 errer  
 160 Gold Star Boulevard  
 Worcester, Massachusetts 01606

Line Item Summary	
Subtotal	\$62,543.91
Transportation	TBD
Installation	TBD
Tax	Plus Applicable Sales Tax
<b>TOTAL*</b>	<b>\$62,543.91</b>

\*Plus applicable Installation, Transportation, and Tax if not specified above

**Terms:**

NET 10, pending credit approval.

**Disclaimers**

- Installation, Tax and Transportation Charges, if provided, are estimates only

**Accepted By:**

**Prepared by Wright Line:**

**Date:**

  
 \_\_\_\_\_  
 Customer Signature, Title

\_\_\_\_\_  
 Wright Line Signature

03/21/2018

Rick Sanders  
 \_\_\_\_\_  
 Customer Printed Name

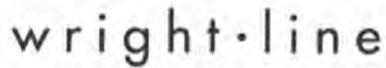
- The foregoing constitutes a written order accepted by the customer and Wright Line for the purchase of the goods described. Terms and conditions which also apply to this purchase order appear on the Terms & Conditions of Sale form and Warranty provisions, which constitute material parts of this order.
- Proposal valid for 30 days, except during special promotions. Proposals with special promotions are valid for the term of the promotion only, but not to exceed 30 days.
- Buyer to provide color requirements on their Purchase Order. If buyer fails to identify color requirements on the Purchase Order, buyer accepts the colors identified on the sellers quote as the approved configuration, and the Sales Order acknowledgement.
- For installation instructions , product manuals and brochures : <http://www.wrightline.com/documentation>

Wright Line's TIN Number is:  
 03-047-1268

Remit To:  
 Wright Line LLC  
 28204 Network PI  
 Chicago, IL 60673-1282

PO Submission: Reference quote proposal  
 number and forward purchase order to:  
[onlineordering@eaton.com](mailto:onlineordering@eaton.com)

Story Co IA 911  
 Ms. Dina McKenna 515-382-7469  
 1315 B Ave  
 Nevada, IA 50201



Proposal No: Q39003\_03076 Rev 7 (03/21/2018)  
 Sales Representative: Greg Stearman  
 502-445-5015  
 errrrr  
 160 Gold Star Boulevard  
 Worcester, Massachusetts 01606

**Proposal - Shipping and Installation Information**

Shipping and Delivery			
Inside Delivery	n/a	Strip, Place, Remove Debris	n/a
Floor #	n/a	Union	n/a
Elevators Available	None	Truck with Lift Gate	No
Standard Size	Yes	Timed Delivery	n/a
Truck		Accessories Installed	
		Receiving Dock	n/a
		Shipping Instructions: n/a	
		Total Estimated	4,514.26 lbs.
		Shipping Weight:	
Installation			
Installation Type		Installation Date:	Time:
		Installation Comments	

# TERMS & CONDITIONS OF SALE

\*\*\*Revised 03-09-2011\*\*\*

**1. PRIMACY OF SELLER'S TERMS AND CONDITIONS.** Any order received and accepted by Wright Line LLC ("Seller") shall be construed as an acceptance of Seller's offer to sell its goods in accordance with the terms and conditions of sale set forth herein. This document contains all of the terms and conditions of the agreement between Seller and Buyer of the goods sold, to the exclusion of any terms and conditions incorporated in Buyer's order or other documents of Buyer. Seller's acceptance of Buyer's order is expressly conditioned on Buyer's acceptance of the terms and conditions contained herein. Buyer, upon placing an order, is presumed to have accepted all of the terms and conditions without modification. No alteration, waiver, modification of or addition to the terms or conditions shall be binding on Seller unless specifically agreed to in writing by a person authorized by Seller to accept such different or inconsistent terms or conditions.

**2. WAIVER.** No waiver, whether express or implied, by Seller of any of the terms or conditions hereof shall be deemed a continuing waiver or trade custom between the parties, but shall apply solely to the instance to which the waiver is directed.

**3. ACCEPTANCE BY SELLER.** All orders received by Seller are subject to revision and possible rejection by Seller after its receipt of the same at its home office, notwithstanding the fact that the same may have been signed by Seller's field personnel.

**4. PRICE.** Unless otherwise agreed to by Seller: (a) all prices, quotations, shipments and deliveries by Seller are FOB Shipping Point, Freight Collect; (b) all prices, including related extras and deductions, are subject to change without notice and the price to be paid by Buyer will be in accordance with Seller's price in effect on the day of Seller's acceptance; (c) prices do not include Seller's freight/handling charges; (d) prices do not include any sales, use, excise, value-added or other tax, all of which present or future tax obligations are the responsibility of, and must be paid by, the Buyer; (e) orders with requested delivery dates greater than one hundred eighty (180) days from the sales order date may be subject to price surcharges based on commodity pricing at the time of manufacturing and shipment.

**5. DELIVERY, TITLE AND RISK OF LOSS.** Unless otherwise specified, Seller's obligation is to deliver the goods to a carrier at the shipping point. Seller reserves the right to produce and ship all or any part of the goods specified in any order from any of its plants or facilities or those of its suppliers. Seller will use all reasonable efforts to comply with Buyer's requests as to method of transportation, but Seller reserves the right to use an alternate method of transportation whether or not at a higher cost to Buyer, if the method specified by Buyer is deemed by Seller to be unavailable or otherwise unsatisfactory. Title and risk of loss passes to the Buyer at the moment of Seller's delivery of the goods to the carrier. Although Seller may assist Buyer in connection with pursuing any claim for damages, Seller shall not thereby assume any obligations for such damage or continue to assist Buyer in the presentation of its claim to any carrier.

**6. CLAIMS.** Buyer must inspect or test all goods upon actual receipt. Buyer waives any right to assert any claim against Seller arising from any defects, damages or shortages which would have been observable upon reasonable inspection or testing at the time of delivery, unless Seller is advised of such defects, damages or shortages within thirty (30) days after receipt of the defective goods by Buyer, a period which the parties agree is reasonable for this purpose. All other claims under the Seller's warranty must be made within thirty (30) days of the discovery of the defect. Buyer must obtain shipping instructions from Seller prior to returning the goods to Seller for repair or replacement. Unless otherwise agreed, returned goods must be shipped freight prepaid or they will not be accepted by Seller.

**7. PAYMENT.** All payments are due net thirty (30) days in full from date of invoice. Payment to Seller shall not be contingent on third party payments to Buyer. If complete payment is not made when due, Seller reserves the right to refuse to provide further product or service until such payment has been received, and the unpaid balance shall bear interest at the rate of 1 1/2 % per month until paid.

**8. CANCELLATIONS, RESCHEDULES AND OTHER MODIFICATIONS.** Buyer must advise Seller of cancellations, reschedules or other sales order modifications no later than fifteen business days prior to ship date for Wright Line manufactured product. For order cancellations of Wright Line manufactured product, Buyer must also provide written notice of cancellation to Seller prior to ten business days before ship date and payment of reasonable and proper cancellation charges which will, in accordance with good accounting practices, satisfy all termination charges, including all progress billings and all incurred direct manufacturing costs. For Third Party products the Buyer shall comply with the cancellation, rescheduling and order modification terms of the Third Party Provider.

**9. WARRANTY.** Wright Line LLC ("Seller") warrants to the original purchaser ("Buyer") that its products are free from defects in materials and workmanship for the following warranty period applicable to the product (the "Applicable Warranty Period"). The Applicable Warranty Period for a product manufactured and sold by Seller under the Wright Line brand name shall be the period of time that the original purchaser owns the product. The Applicable Warranty Period for all other products, or components purchased by Wright Line and integrated into Wright Line manufactured products, sold by Seller, shall be the warranty as outlined in the original manufacturer's warranty. This warranty does not cover any damage to customer equipment that is caused by an AC power disturbance or any other causes unrelated to the quality and/or functionality of Seller's products. No claims under this warranty will be valid unless Buyer notifies Seller in writing within a reasonable time of its discovery of the defect, but in any event prior to the expiration of the Applicable Warranty Period for such product. This warranty does not cover ordinary maintenance, wear and tear within the normal consumable life of a product, abuse, improper use, alterations, repairs and installations which have not been performed by an authorized Seller's representative, and products which have not been maintained or operated in accordance with Seller's written instructions. **THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER EXPRESS AND IMPLIED WARRANTIES WHATSOEVER, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR**

**PURPOSE.** Seller will repair or replace, at its option, any products (or parts thereof) which are covered by this warranty and which are found to be defective. Seller may provide a substitute product of equal or higher value to resolve a warranty claim. No such repair, substitution or replacement will extend the Applicable Warranty Period. When a warranty claim arises, Buyer must contact Seller to arrange return shipment to Seller, with freight prepaid by Buyer. The risk of loss or damage to any products returned to Seller will be with Buyer. **THE REMEDY OF REPAIR OR REPLACEMENT PROVIDED FOR HEREIN IS BUYER'S EXCLUSIVE REMEDY IN THE EVENT OF BREACH OF THIS WARRANTY.**

**IN ADDITION, SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OR FOR ANY LOSS, DAMAGE OR EXPENSE ARISING FROM THE SALE, USE OR INSTALLATION OF THE PRODUCTS OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON WARRANTY (EXPRESSED OR IMPLIED) OR OTHERWISE BASED ON CONTRACT, OR ON TORT, OR REGARDLESS OF ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY SELLER OR ITS AGENTS OR REPRESENTATIVES CONCERNING THE SALE, USE OR INSTALLATION OF THE PRODUCTS.**

**10. LIMITATION OF LIABILITY.** SELLER WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY LOST PROFITS OR LABOR COSTS, ARISING FROM THE SALE, USE OR INSTALLATION OF THE PRODUCTS, FROM THE PRODUCTS BEING INCORPORATED INTO OR BECOMING A COMPONENT OF ANOTHER PRODUCT, FROM ANY BREACH OF THIS AGREEMENT OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER BASED ON WARRANTY (EXPRESSED OR IMPLIED) OR OTHERWISE BASED ON CONTRACT, OR ON TORT OR OTHER THEORY OF LIABILITY, AND REGARDLESS OF ANY ADVICE OR REPRESENTATIONS THAT MAY HAVE BEEN RENDERED BY SELLER OR SELLER'S AGENTS OR REPRESENTATIVES CONCERNING THE SALE, USE OR INSTALLATION OF THE PRODUCTS, UNDER NO CIRCUMSTANCES SHALL THE AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE SALE, USE OR INSTALLATION OF THE PRODUCTS OR FROM ANY OTHER CAUSE EXCEED TWO (2) TIMES THE PRICE OF THE PRODUCTS OR SERVICES ON WHICH SUCH LIABILITY IS BASED.

**11. PATENTS, TRADEMARKS AND COPYRIGHT INDEMNITY.** If Buyer has not provided specifications, Seller shall indemnify Buyer from any and all damages and costs, including reasonable attorney's fees, for United States patent, trademark or trade name, or copyright infringement arising by reason of the sale or use of any goods sold to Buyer, provided that Seller is properly notified at the outset of any such claim or suit and Buyer offers Seller full and exclusive control of the defense of such suit when products of Seller only are involved therein, and the right to participate in the defense of such suit when products other than those of Seller are also involved therein. Seller shall have no indemnity obligation if the alleged infringement is based upon: (i) a modification made by Buyer to products furnished by Seller; or (ii) the use of products furnished by Seller with other products where the products furnished by Seller do not in themselves infringe. Buyer shall indemnify Seller against any and all damages or costs, including reasonable attorney's fees, for patent, trademark or trade name, or copyright infringement in any way arising out of the preparation or manufacture of any goods in accordance with Buyer's specifications.

**12. INDEMNITY.** Seller shall defend, indemnify and hold harmless Buyer, its officers, employees and agents, from and against any and all claims, liabilities, damages, demands, losses, causes of action and suits, including reasonable attorney's fees incident thereto, to the extent they result directly from or out of (1) any injury to or death of any person or damage to or destruction of any property caused by the negligent acts, errors, omissions or willful misconduct of Seller, its agents or employees, and (2) any violation by Seller, its employees or agents of federal or state law, regulation, order, rule or of any other governmental authority having jurisdiction.

**13. EXCUSABLE DELAYS.** Seller shall not be liable for delays or failure in performance of an order or default in delivery arising out of, or resulting from, causes beyond its control and without its fault or negligence. Such causes include, but are not limited to, acts of God, acts of Buyer or of the government, or of a public enemy, fire, flood, epidemic, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or default of suppliers due to any such causes.

**14. ASSIGNMENT.** Buyer shall not assign any order or any interest therein without the written consent of Seller. Any such actual or attempted assignment without Seller's prior written consent shall entitle Seller to cancel the order upon written notice to the Buyer.

**15. ENGINEERING CHANGES.** In the event Seller changes the design of any of the goods described on the order, either as to construction or materials used, but not as to function, Buyer agrees to accept such changed goods in fulfillment of the Sales Order.

**16. VALIDITY OF SEPARATE CLAUSES.** If any provisions of this agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall not be affected or impaired thereby.

**17. LIMITATION OF ACTIONS.** Any cause of action arising from the agreement or the breach of it must be commenced within five years after the cause of action accrues.

**18. GOVERNING LAW.** The interpretation, construction and validity of the Agreement shall be governed by the laws of the state of Iowa.

**19. PROVISIONS FOR INTERNATIONAL TRANSACTIONS.** The following provisions apply to sales to customers located outside the United States: (a) the 1980 United Nations Conventions on Contracts for the International Sale of Goods shall not apply; (b) except as otherwise specified, terms of delivery are Ex-Works (within the meaning of INCOTERMS 1990) and all customs fees, import duties, cargo insurance, taxes and other charges imposed on or relating to the purchase or sale of the products shall be paid by Buyer in addition to the stated price; (c) except as otherwise specified, payment shall be made by issuance to Seller of an irrevocable letter of credit which (i) is issued and confirmed by a U.S. bank acceptable to Seller (ii) is governed by the Uniform Customs and Practice for Documentary Credits (ICC Publication No.500 effective January 1, 1994) and otherwise acceptable in form and substance to Seller, and (iii) provides for payment to Seller of the full amount of the purchase price plus pre-paid freight in U.S. dollars upon presentation by Seller of sight drafts, Seller's invoice and such other documents as shall be required by the letter of credit. All banking and other charges for such letter of credit shall be for the account of Buyer; (d) prices include Seller's standard commercial export packaging which may vary depending on whether shipment is made by air, land or sea. Buyer will bear any additional expenses required to satisfy Buyer's specifications. Packages will be marked in accordance with Buyer's instructions, if any. Seller shall furnish packing lists and such other information as may be necessary to enable Buyer's agent to prepare documents required for export shipment. Buyer shall supply Seller with all necessary information and assistance for the most expeditious clearance of such shipment through customs; (e) all shipments hereunder are subject to compliance with U.S. Export Administration Act as amended, regulations thereunder and all other U.S. laws and regulations concerning exports. Buyer agrees to comply with all such laws and regulations concerning the use, disposition, re-export and sale of the products provided hereunder.

**20. RETURNS.** Due to the unique, highly configured and custom nature of Seller's products, returns for manufactured products from Buyer will not be accepted for reasons other than Claims as defined in paragraph 6. Seller will pass through to Buyer any return policy for Third Party Manufacturers to the extent possible.

**STORY COUNTY SHERIFF  
SERVICE AGREEMENT  
# 18-03**

The following agreement is intended to be the sole and only agreement between the parties and supersedes all other agreements. All terms and conditions are in their customary usage and any additional definitions of terms or conditions are stated in this agreement.

**Definitions:**

**The Agreement** is this five-page agreement identified by the numerical designation and any and all attachments reference.

**Story County Sheriff**, hereinafter (the "Service Provider") agrees to provide the services as listed in this agreement.

**The Gamma Rho Lambda** sorority hereinafter (the "Contractor") agrees to employ the Service Provider as set forth by the terms listed in this agreement.

**The Parties**, refers to the "Service Provider" and the "Contractor".

**Additional Terms**, if none then state "none":

None \_\_\_\_\_

**Terms**

Service Provider:  
**Story County Sheriff's Office**  
1315 South "B" Avenue  
Nevada, IA 50201  
515-382-7457

Contractor Address:  
**Gamma Rho Lambda**  
119 Stanton Ave, Apt. 418  
Ames, Iowa 50010  
(757) 969-7448

**I Description of Services**

The Service Provider shall provide the services of law enforcement during the times and days specified at the location(s) indicated. These services include, but are not limited to, armed deputies in marked patrol vehicles and dispatch services including 911 emergencies. Specific instructions for services shall be included in division II for "Additional Services". This agreement should be considered as in addition to the law enforcement responsibilities of the Story County Sheriff for geographic area of Story County. However, this agreement shall not supplant or subordinate the law enforcement and public safety duties and responsibilities of the Story County Sheriff's Office and this agreement shall at all times remain subordinate to the duties, responsibilities and discretion of the Sheriff, his deputies, agents and employees under all circumstances.

**II Additional Services**

List the specific additional services requested by the Contractor. Include any specific instructions to the Service Provider from the Contractor which are to be made a part of this agreement. (Refer to attachments here and staple attachments to back.)

Duty Requirements attached

**III Times and location(s)**

The Contractor requires the services of the Service Provider at the following location: (For more than one location list in section C and make attachments as necessary.)

Location: Prairie Moon Winery  
3801 W 190<sup>th</sup> St  
Ames, Iowa 50014

A. If the services is to continue for an indefinite period complete this section only.

State date of service:

Day Month Year

B. If the service is to be for a single date complete this section only.

Date of service:

13 April 2018  
Day Month Year

C. If the service is for more than one date or is to continue on different dates at different locations use the chart below.

Start date of service:

Day Month Year

**Chart**

**Days**

**Times**

Monday	___	___ a.m. to ___ p.m. and ___ p.m. to ___ a.m.
Tuesday	___	___ a.m. to ___ a.m. and ___ p.m. to ___ a.m.
Wednesday	___	___ a.m. to ___ p.m. and ___ p.m. to ___ a.m.
Thursday	___	___ a.m. to ___ p.m. and ___ p.m. to ___ a.m.
Friday	___	___ a.m. to ___ p.m. and ___ p.m. to ___ a.m.
Saturday	___	___ a.m. to ___ p.m. and ___ p.m. to ___ a.m.
Sunday	___	___ a.m. to ___ p.m. and ___ p.m. to ___ a.m.

**Additional Locations:**

Address:

City/rural:

(If necessary attach additional descriptions)

**IV Duration of Agreement**

This agreement shall be in effect for the period(s) stated in section III. For continuing agreements, it shall remain in effect until terminated in accordance with the section VII of this agreement.

**V Fees**

The Contractor agrees to pay:

Sixty-five dollars (\$65.00) per hour for a minimum of two (2) hours for the Story County Sheriff, and each Story County Deputy Sheriff, Senior Reserve Deputy, Dispatcher, Detention Officer, Diver (dive team members are required to work in a team of four) and civilian employees.

Thirty-two dollars and 50 cents (\$32.50) per hours for a minimum of two (2) hours/for each Story County Sheriff's Reserve (Reserves are required to work in pairs unless authorized by the Sheriff or designee).

**VI Payment**

Contractor agrees to pay for \_\_\_ one time/or multiple event in advance; or pay on a XX monthly basis as invoiced by the Story County Sheriff. (Check which payment)

**VII Changes or Termination during the Agreement**

The parties recognize that the business of law enforcement and private interest may change. The Contractor understands that public protection or economic demands may require the Service Provider to focus resources in other areas. The Service Provider recognizes that private business may develop other needs or demands. This understanding is to ensure both parties have the ability to amend or terminate the agreement before the expiration date. The parties may amend the agreement only in writing signed by both the Contractor and the Service Provider. Termination of the agreement shall be written notice. An agreement for single or multiple events where payment has been made in advance requires \_\_\_ days notice for a full refund. All other agreements require thirty (30) days notice. During the thirty-day period the parties agree to perform their respective obligations unless otherwise agreed in writing. The foregoing requirements for amendment or termination shall not apply when, in the sole discretion of the Sheriff, his deputies, agents and employees; the duties and responsibilities of the Sheriff's Office to protect and promote public safety and law enforcement require that the resources and personnel for the Sheriff's Office be redirected away from Contractor's event or venue to respond to emergency or urgent calls for assistance by any person or entity other than the Contractor. In the event that personnel or resources of the Sheriff's Office are redirected to respond to an emergency or urgent call away from Contractor's venue, or if circumstances require additional resources/personnel to maintain order and safety at the venue covered by this agreement, the parties will later endeavor to negotiate a fair and reasonable accommodation which may include but is not necessarily limited to refund of any prepaid services not delivered by the Service Provider, or additional payment from the contractor.

**VIII Confidentiality**

It is necessary that the Contractor understand when contracting with a public entity that The contract is public information and will be produced when requested as required by law. The Contractor should be mindful of the public's right to know.

**IX Liability**

The Parties shall maintain insurance during this agreement. Each party will be Responsible for their respective acts. The Service Provider, its employees or Agents shall not be responsible for any special, incidental or consequential Damages to the Contractor while acting in performance of this agreement.

**X Acts of God and Acts of Others**

The Service Provider is not responsible in the event of a natural disasters, or acts of civil unrest, or acts of Contractors employees, agents or third persons which prevent Service Provider from performing as expected or originally intended under this agreement.

**XI Hazards**

Contractor shall have a duty to inform the Service Provider of any known hazards, either natural or manmade, which may pose a danger to an employee or agent of the Service Provider, that exist upon or appurtenant to any property owned or leased by the Contractor. This shall be a continuing duty for the Contractor.

**XII Inconsistent Terms**

The Contractor by this agreement has attempted to reduce the chance for misunderstanding by the inclusion of all terms. The Contractor and the Service Provider agree to resolve any dispute in a manner using common English usage of the term(s) in dispute.

**XIII Representative**

The Contractor designates Kenni Terrell as their representative and contact for this agreement with the following address and phone numbers listed below. The Service Provider requires twenty-four (24 hr(s) contact information from the Contractor and agrees to supply the same twenty-four (24 hr(s) contact to the Contractor.

Service Provider Representative

Contractor Representative

**Lt. Gary Backous**

**Kenni Terrell**

**Address:**

**Story County Sheriff  
1315 South "B" Avenue  
Nevada, IA 50201  
515-382-7457  
gbackous@storycountyiowa.gov**

**Gamma Rho Lambda  
119 Stanton Ave, Apt. 418  
Ames, Iowa 50010  
(757) 969-7448  
kenni@iastate.edu**

**Billing Address:**

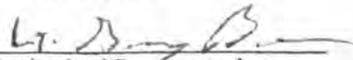
Contact Person: Same as above.  
Contractor Billing Address: Same as above

Make payment payable to: Story County Treasurer

Mail Payments to: Story County Sheriff  
P O Box 265  
1315 South "B" Avenue  
Nevada, IA 50201

Service Agreement Signatures

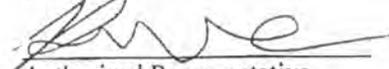
Service Provider

  
Authorized Representative

Lieutenant, Support Services  
Title

4/5/18  
Date

Contractor

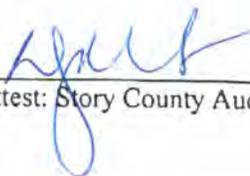
  
Authorized Representative

Event Planner  
Title

4/4/18  
Date

The Service Provider representative has the authority to enter this agreement as authorized by the Story County Board of Supervisors. The date of this agreement by the Board of Supervisors is 4/10/18

  
Board of Supervisors

  
Attest: Story County Auditor

(Staple attachments to back)

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER  
Prepared by Amelia Schoeneman, Story County Planning & Development Department, 900 6<sup>th</sup> St., Nevada, Iowa 50201 515-382-7245

Please return to:  
Planning & Development

**RESOLUTION NO. 18-94**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF STORY COUNTY, IOWA, SETTING DATE AND TIME FOR PUBLIC HEARING FOR FIRST CONSIDERATION OF ORDINANCE NO. 270 AMENDING CERTAIN BOUNDARIES OF THE OFFICIAL ZONING MAP OF STORY COUNTY IOWA, AS REFERENCED IN SECTION 86.02 OF THE STORY COUNTY CODE OF ORDINANCES, LOCATED IN SECTION 17 OF FRANKLIN TOWNSHIP AT 3715 WEST 190<sup>TH</sup> STREET, AMES, UNDER THE OWNERSHIP OF AYA RANCH, LC, 6423 PINE GROVE LANE, AMES, FROM THE A-1 AGRICULTURAL ZONING DISTRICT TO THE A-2 AGRIBUSINESS ZONING DISTRICT.**

WHEREAS, the Board of Supervisors approved the *Code of Ordinances of Story County, Iowa, on May 21, 2013; and*

WHEREAS, Section 1.11 (2)(A) states a proposed ordinance shall be considered and receive a favorable vote for passage in accordance with Section 331.302 (6) of the Code of Iowa, as amended;

AND WHEREAS, Section 1.11 (2)(B) states the title of the proposed ordinance shall be published in accordance with Section 331.305 of the *Code of Iowa*, as amended, prior to its first consideration by the Board. Copies of the full text of the ordinance shall be made available to the public at the time of publication at the office of the County Auditor, and the published notice shall specify where such copies may be obtained;

AND WHEREAS, the Story County Planning and Zoning Commission recommended approval of the requested zoning amendment subject to conditions at their April 4, 2018 meeting;

NOW THEREFORE BE IT RESOLVED that a public hearing date on this matter be held on the proposed Ordinance No. 270 on the 17<sup>th</sup> day of April, 2018, in the Public Meeting Room of the Story County Administration Building, Nevada, Iowa, at 10:00 AM and the Board of Supervisors directs Planning and Development staff to place copies of the full text of the ordinance with the Office of the County Auditor.

Dated this 10<sup>th</sup> day of April, 2018.

  
Board of Supervisors  
Story County, Iowa

  
County Auditor  
Story County, Iowa

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



**STORY COUNTY  
BOARD OF SUPERVISORS  
MARTIN R. CHITTY  
LAURIS A. OLSON  
RICK G. SANDERS**

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

April 5, 2018

Story County Board of Supervisors  
900 6<sup>th</sup> Street  
Nevada, IA 50201

Dear Board of Supervisors,

Per the Story County Cell Phone Policy, I am requested approval for the following two positions to receive a cell phone stipend:

Risk Manager  
Human Resources Generalist

Both positions are required to be out of the office for work on various occasions and will need to be available and respond to situations, emails, etc. outside of their normal working hours. The amount of the stipend will be determined based on time spent out of the office in the field or at various meetings, interviews, etc. and on availability of funds within the budget.

Thanks you in advance for your consideration.

Sincerely,

Alissa Wignall  
Director of Internal Operations and Human Resources

**APPROVED**      **DENIED**  
Board Member Initials: MS  
Meeting Date: 4-10-18  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Alecia Patrick  
 Regional Account Manager  
 Telephone: 913.323.2661  
 Email: [Alecia.Patrick@cigna.com](mailto:Alecia.Patrick@cigna.com)



Debbie Dean  
 Benefit Source Inc.

RE: County of Story - July 1, 2018 – Group Insurance Renewal

Dear Debbie,

Thank you for allowing Cigna Group Insurance to provide the Life, Accident, and Disability benefits for the employees of County of Story. We appreciate the opportunity to serve you both and assist in meeting your employee benefits needs.

Based on our analysis of the group's current performance, we are pleased to continue coverage at the current rates.

Below is an overview of our renewal offering, effective July 1, 2018:

Plan	Policy	Current Rate	Rate Basis	Renewal Rate	Rate Guarantee
Basic LTD	LK 0963772	\$0.31	Per \$100 Covered Payroll	\$0.31	24 Months
Basic STD	SHD962865	\$1.44	PEPM	\$1.44	24 Months
Basic Life	FLX0965430	\$0.105	Per \$1,000	\$0.105	24 Months
Voluntary Life	FLX0965430	Age Banded	Per \$1,000	Age Banded	24 Months
Dependent Child Voluntary Life	FLX0965430	\$0.20	Per \$1,000	\$0.20	24 Months
Basic Accident	OK 0967014	\$0.029	Per \$1,000	\$0.029	24 Months
Voluntary Accident	OK 0967014	Employee: \$0.03 Family: \$0.05	Per \$1,000	Employee: \$0.03 Family: \$0.05	24 Months

APPROVED      DENIED

Board Member Initials: AS  
 Meeting Date: 4-10-18  
 Follow-up action: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Voluntary Life Insurance**

Monthly Rates are based on units of \$1,000

**Non-Smoker Rates**

Under Age 20	\$.08	Age 60 - 64	\$1.34
Age 20 - 24	\$.08	Age 65 - 69	\$2.11
Age 25 - 29	\$.08	Age 70 - 74	\$3.37
Age 30 - 34	\$.09	Age 75 - 79	\$5.97
Age 35 - 39	\$.12	Age 80 - 84	\$5.97
Age 40 - 44	\$.21	Age 85 - 89	\$5.97
Age 45 - 49	\$.30	Age 90 - 94	\$5.97
Age 50 - 54	\$.49	Age 95 and over	\$5.97
Age 55 - 59	\$.85		

**Smoker Rates**

Under Age 20	\$.15	Age 60 - 64	\$2.31
Age 20 - 24	\$.15	Age 65 - 69	\$3.73
Age 25 - 29	\$.15	Age 70 - 74	\$5.91
Age 30 - 34	\$.16	Age 75 - 79	\$9.95
Age 35 - 39	\$.22	Age 80 - 84	\$9.95
Age 40 - 44	\$.35	Age 85 - 89	\$9.95
Age 45 - 49	\$.64	Age 90 - 94	\$9.95
Age 50 - 54	\$1.05	Age 95 and over	\$9.95
Age 55 - 59	\$1.90		

**Spouse Voluntary Life Insurance**

Monthly Rates are based on units of \$1,000

**Non-Smoker Rates**

Under Age 20	\$.08	Age 60 - 64	\$1.34
Age 20 - 24	\$.08	Age 65 - 69	\$2.11
Age 25 - 29	\$.08	Age 70 - 74	\$3.37
Age 30 - 34	\$.09	Age 75 - 79	\$5.97
Age 35 - 39	\$.12	Age 80 - 84	\$5.97
Age 40 - 44	\$.21	Age 85 - 89	\$5.97
Age 45 - 49	\$.30	Age 90 - 94	\$5.97
Age 50 - 54	\$.49	Age 95 and over	\$5.97
Age 55 - 59	\$.85		

**Smoker Rates**

Under Age 20	\$.15	Age 60 - 64	\$2.31
Age 20 - 24	\$.15	Age 65 - 69	\$3.73
Age 25 - 29	\$.15	Age 70 - 74	\$5.91
Age 30 - 34	\$.16	Age 75 - 79	\$9.95
Age 35 - 39	\$.22	Age 80 - 84	\$9.95
Age 40 - 44	\$.35	Age 85 - 89	\$9.95
Age 45 - 49	\$.64	Age 90 - 94	\$9.95
Age 50 - 54	\$1.05	Age 95 and over	\$9.95
Age 55 - 59	\$1.90		

Please respond via email with your acceptance of the above rates. Thirty days prior to the above renewal date we will proceed with processing the amendments. Continued payment of premium constitutes active acceptance.

Cigna reserves the right to change premium rates if any of the following occurs:

- The policy terms change
- A division, subsidiary, eligible company, or class is added/deleted
- There is a change of more than 10% in the number of employees

Cigna is pleased to offer you pre-disability vocational services as standard feature along with your long-term disability policy. Pre-disability vocational services is a voluntary service feature of Cigna's Healthy Working Life™ program of vocational services to assist insured, actively at work employees with a serious medical condition to remain productive and at work, while also helping them manage limitations that may be associated with their condition.

There is no cost to the policyholder for this enhancement which provides for approved stay-at-work expenses of up to \$1,000 per employee per diagnostic event. A Schedule of Services delineating the details for this offering accompanies this letter, and if you currently are not receiving these services, here is the link to the client orientation website for this program [www.cigna.com/predisability](http://www.cigna.com/predisability) where you will also obtain all the information, tools and forms you need to use the service and make referrals.

Should you have any questions regarding this renewal position or any other matters, please do not hesitate to call me.

Thank you,

Alecia Patrick  
Regional Account Manager



**Story County Planning and Development**  
Administration Building  
900 6<sup>th</sup> Street, Nevada, Iowa 50201  
Ph. 515-382-7245 [www.storycountyiaowa.gov](http://www.storycountyiaowa.gov)

## MEMORANDUM

---

**Date:** April 5, 2018

**TO:** Story County Board of Supervisors  
**FROM:** Emily Zandt, Planning and Development Department  
**RE:** Zoning Permit and Site Development Plan for the proposed 50' x 100' (5,000 square foot) warehouse building and 30' x 300' (9,000 square foot) paved parking area at Technical Services, Inc. located at 57006 241<sup>st</sup> Street, Ames

Technical Services, Inc, owned by Marty Simpson is a manufacturer of custom automation equipment for uses such as material processing, packaging, inspection, filling, and dispensing. Technical Services, Inc is proposing to replace an existing 50' x 55' warehouse building located in the northeast corner of the property with a new 50' x 100' warehouse building and pave a parking area of 30' x 300' for approximately 32 parking spaces to be located north of the main building at 57006 241<sup>st</sup> Street, Ames.

The proposed 50' x 100' (5,000 square foot) warehouse building will replace the existing accessory structure in the northeast corner of the property. The warehouse building will be 15' 6" in height. The proposed structure will meet the 50' minimum setback requirement in the Commercial/Light Industrial from the public right-of-way along 241<sup>st</sup> street. A total of 2,250 square feet of impervious surface will be added to the site as a result of this proposed building.

The proposed 30' x 300' paved parking area will include 32 parking spaces and a six foot wide walk way and two four foot wide walkways that extend to the building entrance which will be located approximately 35' north of the main building. Both the parking and the walkway will extend the full width of the structure. Two of the 32 will be required to be ADA compliant. ADA signage will be required. A total of 9,000 square feet of impervious surface will be added as a result of the paved parking area. Six trees will be planted to meet the Minimum Landscaping Standards for Parking Lots in Chapter 88 of the Story County Land Development Regulations. The trees will be planted on the north side of the proposed warehouse structure adjacent to the proposed paved parking area.

With the total addition of 11,250 square feet of impervious surface to the site, the applicant will be adding native grasses totaling 2,250 square feet on the north side of the proposed warehouse building and also in the southwest corner of the property in order to meet the Minimum Landscaping Standards in Chapter 88.11 of the Story County Land Development Regulations. This project will include best management practices from the Iowa Storm Water Management Manual and will meet the Iowa Statewide Urban Design and specifications (SUDAS) Guidelines.

Based on the Site Development Plan and Zoning Permit application, Planning and Development staff recommend the Board of Supervisors approve the Zoning Permit Application and Site Development Plan for the addition of a proposed 5,000 square foot warehouse structure and the proposed 9,000 square feet of paved parking area.



**1. Property Owner\***

(Last Name) Simpson  
 (First Name) Martin  
 (Address) 5700G 241<sup>st</sup> Street  
 (City) Ame (State) IA (Zip) 50010  
 (Phone) 515-232-3188 (Email) Marty.Simpson@tsiames.com

**2. Applicant** (if different than owner)

(Last Name) \_\_\_\_\_  
 (First Name) \_\_\_\_\_  
 (Address) \_\_\_\_\_  
 (City) \_\_\_\_\_ (State) \_\_\_\_\_ (Zip) \_\_\_\_\_  
 (Phone) \_\_\_\_\_ (Email) \_\_\_\_\_

**3. Property Address** \_\_\_\_\_

**Parcel ID Number(s)** \_\_\_\_\_

**4. Certification and Signature**

I/we certify that the information and exhibits submitted are true and correct to the best of my knowledge and that in filing this application I am acting with the knowledge, consent and authority of the owners of the property. Pursuant to said authority, I hereby permit County officials to enter upon the property for the purpose of inspection.  
 \*Acknowledgement of property owner is required and may occur via email or signature of this application.

Property Owner Signature [Signature] Date 3/24/18 Applicant Signature [Signature] Date 3/24/18

**Zoning**

Type of Structure: Metal Building  
 Use of Structure: Garage  
 Dimensions: 50x100'  
 Height: 15'6"  
 Current # of Bedrooms: N/A  
 # of Bedrooms to be added: N/A

Non-Commercial

Commercial/Other Use

**Submittal Requirements**

- Filing Fee (required prior to processing): See Valuation sheet
- Site Development Plan showing proposed building in relation to property and setbacks thereof, as well as conformance to all sections of Chapter 88 of the Story County Code of Ordinances
- Blue Prints/Construction Drawings

**Home Business**

Business Name: \_\_\_\_\_

**Submittal Requirements:**

- Filing Fee (required prior to processing): \$50
- Site Development Plan showing business layout on property as well as conformance to all sections of Chapter 88 and 89 of the Story County Code of Ordinances
- Floorplan showing business interior layout in dwelling/building as well as conformance to all sections of Chapter 89 of the Story County Code of Ordinances
- Written narrative explaining proposed home business and conformance to the standards for approval in Section 89.01(1) of the Story County Code of Ordinances

**Sign**

Dimensions: \_\_\_\_\_  
 Height: \_\_\_\_\_

**Submittal Requirements:**

- Filing Fee (required prior to processing): \$50
- Site Development Plan showing proposed external (freestanding) sign in relation to property and setbacks thereof
- Elevation drawings of proposed external wall sign showing dimensions of wall and location of wall sign on building. Include dimensions of building wall.
- Sketch/drawing of proposed sign showing height and dimensions
- Other items as determined by the Director

Receipt No. \_\_\_\_\_  
 Receipt Amount \_\_\_\_\_

**APPROVED** **DENIED**  
 Board Member Initials: RS  
 Meeting Date: 4-10-18  
 Follow-up action: \_\_\_\_\_

US HIGHWAY 130

732.28'

56950/57006/57044/57046

56916

246.00'

486.25'

30x300 Paved Parking  
CONCRETE W/WRAP AND  
EROSION CONTROL

649.7'

690

487.74'

628.3'

566.2'

Area for 2250 native grasses (6) trees

Existing Stru to be replace  
New Structure 5  
Existing Stru

THE PROJECT WILL INCLUDE BEST MANAGE PRACTICES INCLUDED IN THE IOWA STORM MANAGEMENT MANUAL, EROSION AND SEDIMENT CONTROL PRACTICES WILL BE USED THAT EXCEED THE IOWA STATEWIDE URBAN DESIGN SPECIFICATIONS GUIDELINES.

Martin Sim  
3/23/18

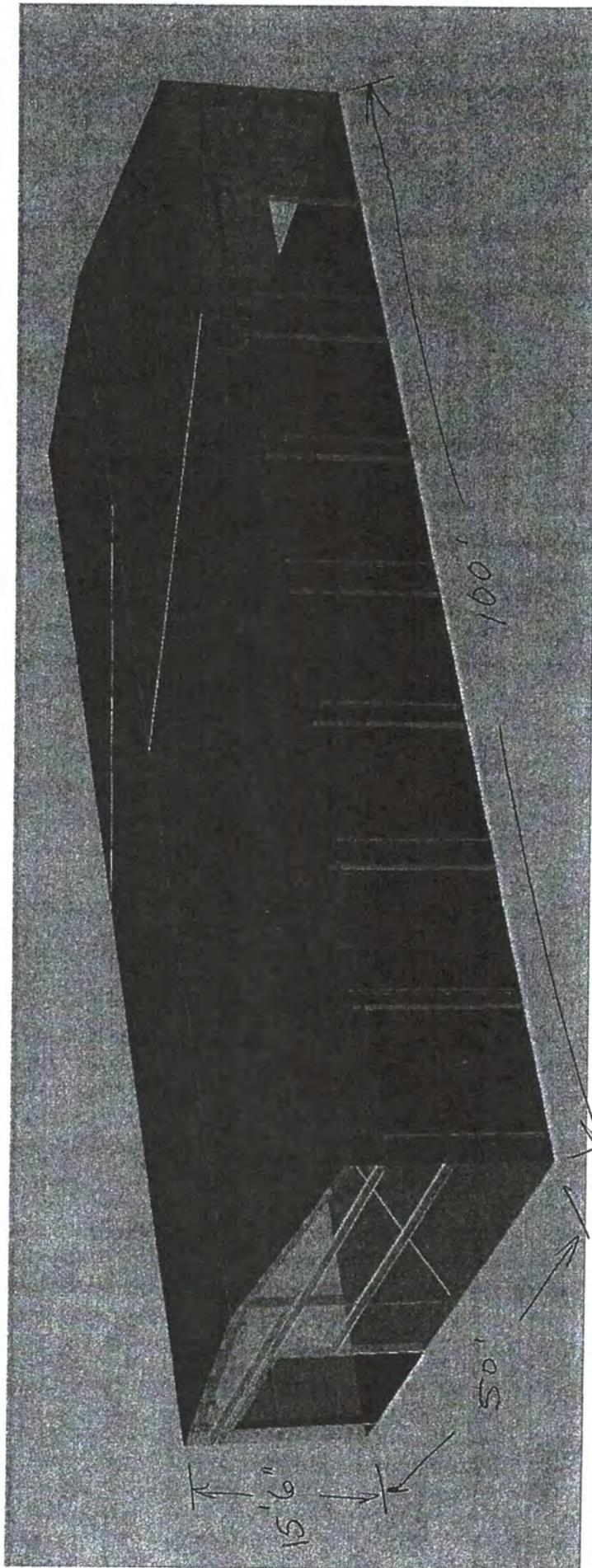
APPROVED

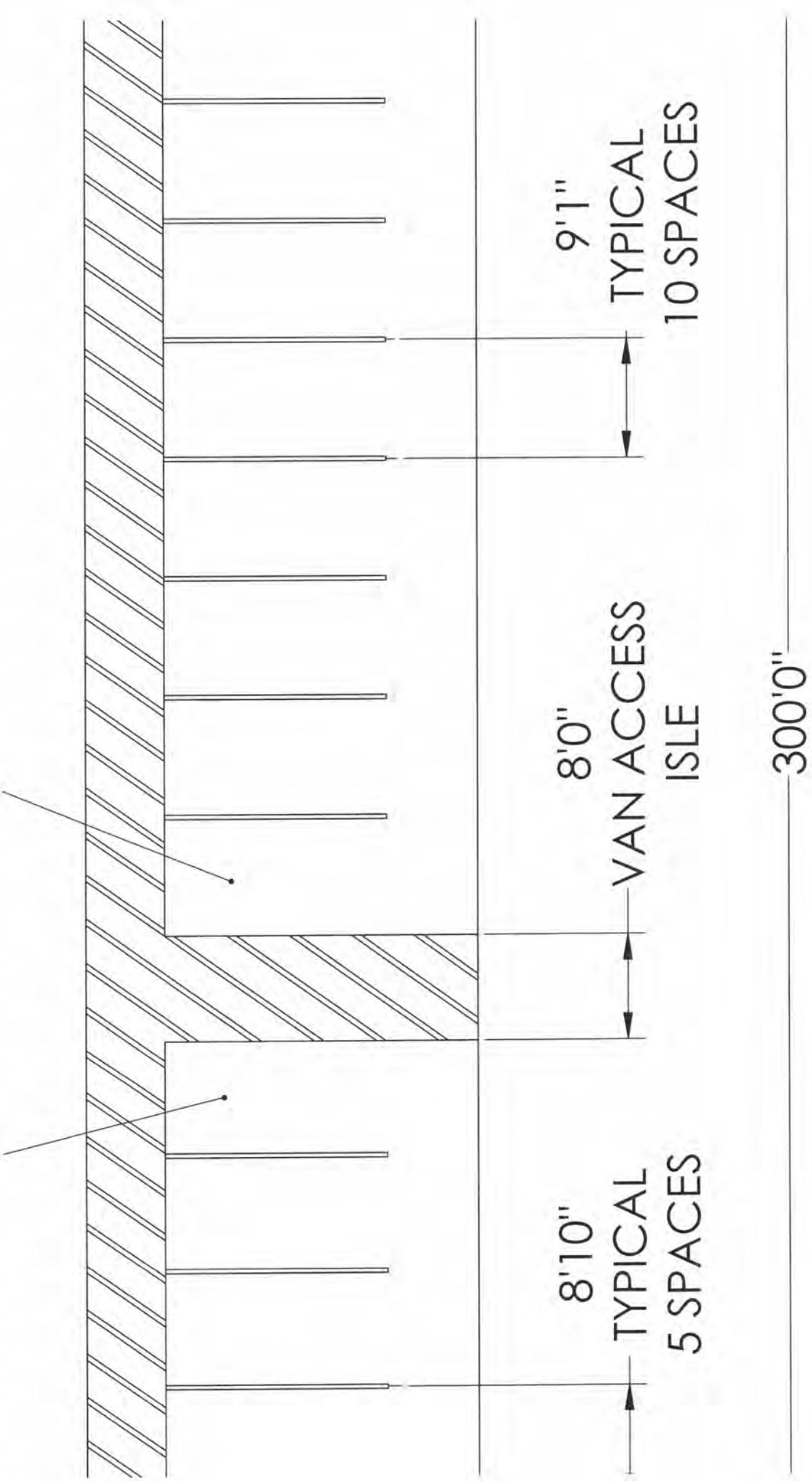
DENIED

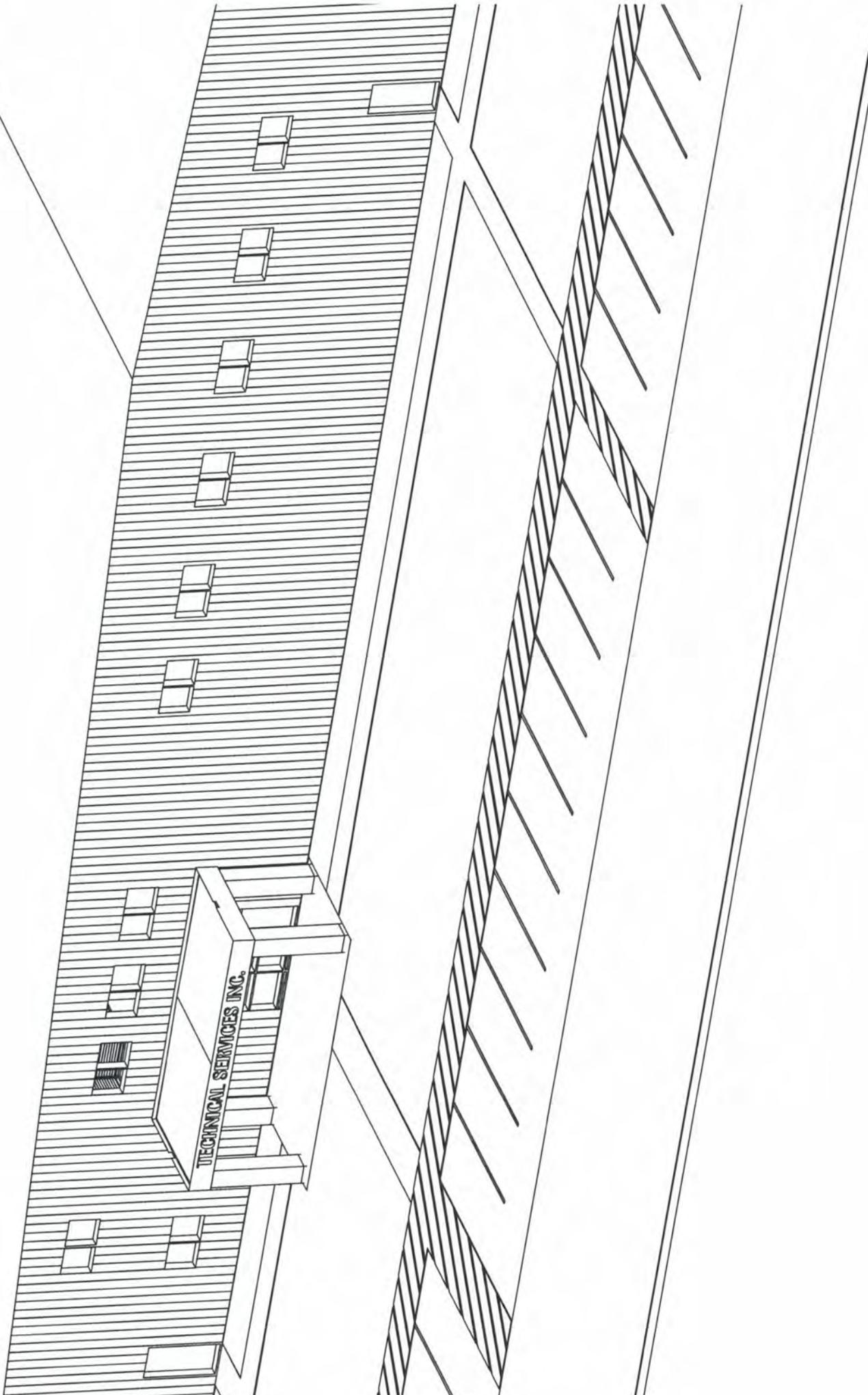
Board Member Initials: RS

Meeting Date: 4-10-18

Follow-up action: \_\_\_\_\_







# AIA<sup>®</sup> Document A101<sup>™</sup> – 2007

## **Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum**

**AGREEMENT** made as of the 10th day of April in the year 2018  
(In words, indicate day, month and year.)

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

Story County Conservation Board  
McFarland Park  
56461 180th Street  
Ames, IA 50010  
Telephone: 515.232.2516

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

Boulder Contracting, LLC  
25789 N Avenue  
Grundy Center, IA 50638  
Telephone: 641.243.3285

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

Tedesco Environmental Learning Corridor - BP#2 Trail Paving & Park Amenities  
Ames, IA  
Includes grading, approximately 6,000 SY of PCC trail paving, secondary trails, entrance signage, recycled shipping container structures, boardwalk, stone seat walls, landscaping, seeding, and other miscellaneous park amenities.

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

Shive-Hattery, Inc.  
4125 Westown Parkway, Suite 100  
West Des Moines, IA 50266  
Telephone: 515.223.8104  
SH Project #: 4162590

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.

AIA Document A201<sup>™</sup>-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

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User Notes:

(3B9ADA21)

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS
- 10 INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

N/A

§ 3.2 The Contract Time shall be measured from the date of commencement.

§ 3.3 The Contractor shall achieve Substantial Completion as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

The project must be substantially complete by November 1, 2018.

(Table Deleted)

, subject to adjustments of this Contract Time as provided in the Contract Documents.  
(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)

N/A

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one million sixty-eight thousand seven hundred eighty-eight and 00/100 (Base Bid plus Alternate No. 1) (\$ 1,068,788.00 ), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:  
(State the numbers or other identification of 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.)

Alternate No. 1 - Permeable Paving: Replace 1,300 LF of compacted limestone trail with permeable paving. Alternate price shall be for 9,120 square feet of Filterpave as specified for the overlook area or approved equal. If the alternate is accepted, the compacted limestone trail quantity in the base bid will be reduced by 308 tons.

§ 4.3 Unit prices, if any:  
(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price Per Unit (\$0.00)	Total Estimated Price
Mobilization	LS - 1	\$ 75,000.00	\$ 75,000.00
Excavation	CY - 3,700	\$ 5.10	\$ 18,870.00
Topsoil Strip, Salvage & Respread	CY - 2,850	\$ 5.10	\$ 14,535.00
Subgrade Preparation, 12"	SY - 7,475	\$ 2.10	\$ 15,697.50
Trail, PCC 6"	SY - 6,250	\$ 30.65	\$191,562.50
Sidewalk Ramps	LS - 1	\$ 5,600.00	\$ 5,600.00
Storm Sewer, Trenched, RCP, 12"	LF - 64	\$ 61.00	\$ 3,904.00
Storm Sewer, Trenched, RCP, 15"	LF - 24	\$ 71.25	\$ 1,710.00
Storm Sewer Flared End Section, RCP, 12"	EA - 6	\$ 2,100.00	\$ 12,600.00
Storm Sewer Flared End Section, RCP, 15"	EA - 2	\$ 2,150.00	\$ 4,300.00
Culvert, CMP, 6"	LF - 42	\$ 30.75	\$ 1,291.50
Culvert, CMP, 12"	LF - 98	\$ 41.00	\$ 4,018.00
Perforated Drain Tile, 4" PE	LF - 212	\$ 31.00	\$ 6,572.00
Revetment, Class 'D'	TON - 61	\$ 76.50	\$ 4,666.50
Revetment, Gravel / Cobble	TON - 19	\$ 102.00	\$ 1,938.00
Compacted Limestone Trail	TON - 300	\$ 25.75	\$ 7,725.00
Silt Fence	LF - 1,000	\$ 1.65	\$ 1,650.00
Straw Wattle, 6" Diameter	LF - 3,200	\$ 1.65	\$ 5,280.00
Temporary Rolled Erosion Control Product, Type 2C	SY - 5,440	\$ 1.20	\$ 6,528.00
Temporary Seeding	AC - 7	\$ 1,225.00	\$ 8,575.00
Permanent Seeding	AC - 3.7	\$ 3,850.00	\$ 14,245.00
Park Amenities - South Entrance	LS - 1	\$ 71,000.00	\$ 71,000.00
Park Amenities - Overlook	LS - 1	\$205,000.00	\$205,000.00
Park Amenities - The Nest	LS - 1	\$ 76,000.00	\$ 76,000.00
Park Amenities - Walnut Grove / The Ford	LS - 1	\$ 21,000.00	\$ 21,000.00
Park Amenities - Wetland Boardwalk	LS - 1	\$125,000.00	\$125,000.00
Stormwater Pollution Prevention Plan Management	LS - 1	\$ 4,100.00	\$ 4,100.00
Construction Survey	LS - 1	\$ 14,500.00	\$ 14,500.00
Alternate No. 1 - Permeable Paving	SF - 9,120	\$ 16.00	\$145,920.00

§ 4.4 Allowances included in the Contract Sum, if any: N/A  
(Identify allowance and state exclusions, if any, from the allowance price.)

(Table Deleted)

## ARTICLE 5 PAYMENTS

### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month

N/A

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the First day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the First day of the Following month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than Thirty ( 30 ) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of Five percent ( 5 %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™-2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of Five percent ( 5 %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the Architect has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201-2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the Architect shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
*(Section 9.8.5 of AIA Document A201-2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)*
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2007.

§ 5.1.8 Reduction or limitation of retainage, if any, shall be as follows:

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

Not

*(Paragraph Deleted)*

allowed.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201-2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 INITIAL DECISION MAKER

The Architect will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201-2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

### § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201-2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

- Arbitration pursuant to Section 15.4 of AIA Document A201-2007
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201-2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201-2007.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201-2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Paragraph Deleted)*

§ 8.3 The Owner's representative:  
*(Name, address and other information)*

Michael Cox, Director  
Story County Conservation Board  
McFarland Park  
56461 180th Street  
Ames, IA 50010  
Telephone: 515.232.2516

§ 8.4 The Contractor's representative:  
*(Name, address and other information)*

Lucas Kjormoe  
Boulder Contracting, LLC  
25789 N Avenue  
Grundy Center, IA 50638

Telephone: 641.243.3285

§ 8.5 Neither the Owner's nor the Contractor's representative shall be changed without ten days written notice to the other party.

§ 8.6 Other provisions:

N/A

#### ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
Section 00 7200	General Conditions	February 27, 2018	00 7200-1
Section 00 7300	Supplementary Conditions	February 27, 2018	00 7300-1 - 16

§ 9.1.4 The Specifications:

*(Either list the Specifications here or refer to an exhibit attached to this Agreement.)*

Section	Title	Date	Pages
Section 00 0110	Table of Contents	February 27, 2018	00 0110-1 - 2

§ 9.1.5 The Drawings:

*(Either list the Drawings here or refer to an exhibit attached to this Agreement.)*

Number	Title	Date
G000	Cover Sheet with Sheet Index	February 27, 2018

§ 9.1.6 The Addenda, if any:

Number	Date	Pages
1	March 15, 2018	8

Portions of Addenda relating to bidding requirements are not part of the Contract Documents unless the bidding requirements are also enumerated in this Article 9.

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

- .1 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

N/A

.2 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201-2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

N/A

**ARTICLE 10 INSURANCE AND BONDS**

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2007.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201-2007.)*

Type of insurance or bond	Limit of liability or bond amount (\$0.00)
Performance Bond	Per Section 00 7300 Supplementary Conditions
Payment Bond	
Certificate of Insurance	

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

  
\_\_\_\_\_  
OWNER (Signature)  
*Rick Sanders*  
\_\_\_\_\_  
(Printed name and title)

  
\_\_\_\_\_  
CONTRACTOR (Signature)  
*LUCE K. JAMES*  
\_\_\_\_\_  
(Printed name and title)

Init.



**AIA**<sup>®</sup>

# Document A312<sup>TM</sup> – 2010

Bond Number 8665403

## Performance Bond

**CONTRACTOR:**

*(Name, legal status and address)*

Boulder Contracting, LLC  
25789 N Avenue  
Grundy Center IA 50638

**SURETY:**

*(Name, legal status and principal place of business)*

Westfield Insurance Company  
P O Box 5001  
Westfield Center OH 44251

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form.

This is not a single combined Performance and Payment Bond.

**OWNER:**

*(Name, legal status and address)*

Story County Conservation Board  
McFarland Park  
56461 180th Street  
Ames IA 50010

**CONSTRUCTION CONTRACT**

Date: April 10, 2018

Amount: One Million Sixty-eight Thousand Seven Hundred Eighty-eight & no/100ths (\$1,068,788.00)

Description: *(Name and location)* Tedesco Environmental Learning Corridor - BP#2 Trail Paving & Park Amenities, Ames IA

**BOND**

Date: April 10, 2018

*(Not earlier than Construction Contract Date)*

Amount: One Million Sixty-eight Thousand Seven Hundred Eighty-eight & no/100ths (\$1,068,788.00)

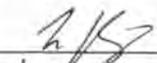
Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*  
Boulder Contracting, LLC

**SURETY**

Company: *(Corporate Seal)*  
Westfield Insurance Company

Signature:   
Name: LUKE KORMAN  
and Title: PRESIDENT

Signature:   
Name: Nancy D. Baltutat  
and Title: Nancy D. Baltutat, Attorney-in-Fact

*(Any additional signatures appear on the last page of this Performance Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

LMC Insurance & Risk Management  
4200 University Avenue #200  
West Des Moines IA 50266

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*  
Shive-Hattery, Inc.  
4125 Westown Parkway #100  
West Des Moines IA 50266

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond,

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_ *(Corporate Seal)*

Company: \_\_\_\_\_ *(Corporate Seal)*

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.



# AIA Document A312™ – 2010

## Payment Bond

Bond Number 8665403

**CONTRACTOR:**

*(Name, legal status and address)*

Boulder Contracting, LLC  
25789 N Avenue  
Grundy Center IA 50638

**SURETY:**

*(Name, legal status and principal place of business)*

Westfield Insurance Company  
P O Box 5001  
Westfield Center OH 44251

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form.

This is not a single combined Performance and Payment Bond.

**OWNER:**

*(Name, legal status and address)*

Story County Conservation Board  
McFarland Park  
56461 180th Street  
Ames IA 50010

**CONSTRUCTION CONTRACT**

Date: April 10, 2018

Amount: One Million Sixty-eight Thousand Seven Hundred Eighty-eight & no/100ths (\$1,068,788.00)

Description: Tedesco Environmental Learning Corridor - BP#2 Trail Paving & *(Name and location)* Park Amenities, Ames IA

**BOND**

Date: April 10, 2018

*(Not earlier than Construction Contract Date)*

Amount: One Million Sixty-eight Thousand Seven Hundred Eighty-eight & no/100ths (\$1,068,788.00)

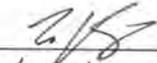
Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**

Company: Boulder Contracting, LLC *(Corporate Seal)*

**SURETY**

Company: Westfield Insurance Company *(Corporate Seal)*

Signature:   
Name: Luke K. Turner  
and Title: Pres

Signature:   
Name: Nancy D. Baltutat  
and Title: Attorney-in-Fact

*(Any additional signatures appear on the last page of this Payment Bond.)*

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

LaMair-Mulock-Condon Co.  
4200 University Avenue #200  
West Des Moines IA 50266

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

Shive-Hattery, Inc.  
4125 Westown Parkway #100  
West Des Moines IA 50266

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

Company:

*(Corporate Seal)*

**SURETY**

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

General  
Power  
of Attorney

**Westfield Insurance Co.**  
**Westfield National Insurance Co.**  
**Ohio Farmers Insurance Co.**  
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint  
**MARK E. KEAIRNES, JOSEPH I. SCHMIT, JEFFREY R. BAKER, JILL SHAFFER, GREG T. LAMAIR, NANCY D. BALTUTAT, PATRICK K. DUFF, CHRISTOPHER R. SEIBERLING, JOINTLY OR SEVERALLY**

of WEST DES MOINES and State of IA its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship-

**LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.**

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 07th day of JUNE A.D., 2016 .

Corporate  
Seals  
Affixed



WESTFIELD INSURANCE COMPANY  
WESTFIELD NATIONAL INSURANCE COMPANY  
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*

Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio  
County of Medina ss.:

On this 07th day of JUNE A.D., 2016 , before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial  
Seal  
Affixed



*David A. Kotnik*

David A. Kotnik, Attorney at Law, Notary Public  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 10th day of April A.D., 2018 .



*Frank A. Carrino* Secretary  
Frank A. Carrino, Secretary



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/29/2018

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

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

<b>PRODUCER</b> LMC Insurance & Risk Management, Inc. 4200 University Ave., Suite 200 West Des Moines IA 50266-5945	<b>CONTACT NAME:</b> Beth Aslin <b>PHONE (A/C, No, Ext):</b> 515-237-0112 <b>E-MAIL ADDRESS:</b> beth.aslin@lmcins.com		<b>FAX (A/C, No):</b> 515-244-9535
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> BOULCON-01 Boulder Contracting, LLC 25789 N Ave Grundy Center IA 50638	<b>INSURER A:</b> BITCO General Insurance Corporation		20095
	<b>INSURER B:</b> Cincinnati Insurance Company		10677
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: 291243321

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	CLP3654652	6/1/2017	6/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS		CAP3654653	6/1/2017	6/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		EXS0440211	6/1/2017	6/1/2018	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC3654651	6/1/2017	6/1/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

RE: Tedesco Environmental Learning Corridor - BP #2 Trail Paving &amp; Park Amenities, Ames, IA

Owner, Shive-Hattery, Inc. and their agents as listed as Additional Insured - Contractors, Managers or Lessors of Premises, State or Governmental Agency or Political subdivisions - permits or authorizations, Engineers, Architects or Surveyors - primary and non-contributory when required in a contract - with respects to the General Liability policy per form GL3086 (09/11)

**CERTIFICATE HOLDER****CANCELLATION**

Story County Conservation Board  
 McFarland Park  
 56461 180th St.  
 Ames IA 50010

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

AUTHORIZED REPRESENTATIVE

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**STORY COUNTY**

837 N Avenue

Nevada, IA 50201

382-7355

Email: [engineerweb@storycountyiowa.gov](mailto:engineerweb@storycountyiowa.gov)

**APPLICATION RENEWAL FOR STORY COUNTY  
ADOPT-A-ROAD LITTER REMOVAL PROGRAM**

Permit Number 95-09

Road Name S. Elwood Drive (530<sup>th</sup> Ave).

SPONSOR:

Arnold Air Society

Number of Volunteers: 30

Name of Sponsor (Organization, Group or Individual)

Air Force ROTC Det 250, 131 Armory, Iowa State University, Ames, IA 50011-3011

Mailing Address (Street, P.O. Box, City, State, Zip Code)

<u>Natalie Boorum</u>	<u>(Same as above)</u>	<u>(630) 336-5988</u>	<u>nboorum@iastate.edu</u>
Contact Person	Address	Phone #	Email

Description of the road for which application is being made: S. Elwood Drive (530<sup>th</sup> Ave) from 250<sup>th</sup> Street south to 270<sup>th</sup> Street

Number of miles requested for litter removal 2.0 mile

Approval is hereby requested to enter the County highway right-of-way to perform litter removal on the above described road/roads.

Story County reserves the right to terminate this agreement and remove the Adopt-A-Road signs when in the sole judgment of the County it is found that the sponsor(s) has not met the terms and conditions of this agreement.

This agreement shall remain in force from January 1, 2018 until December 31, 2018.

<u>Natalie Boorum</u>	<u>28 March 18</u>
Applicant	Date

**STORY COUNTY APPROVAL**

<u>Dan Miller</u>	<u>4-2-18</u>
County Engineer	Date

<u>[Signature]</u>	<u>4-10-18</u>
Chair, Story County Board of Supervisors	Date

The following tentative dates are for the clean up of our Adopt-A-Road Project. I know that if the date does not work, an alternate date will be given to the Engineer's Office prior to the clean up.

Spring clean up date <u>21 April 18</u>	Fall clean up date <u>13 Oct 18</u>
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Story County Conservation Board - McFarland Park 56461 180<sup>th</sup> St. - Ames, Iowa 50010-9451  
Phone (515) 232-2516 - Fax (515) 232-6989 - Email: [conservation@storycountyiaowa.gov](mailto:conservation@storycountyiaowa.gov)  
[www.storycountyconservation.org](http://www.storycountyconservation.org)

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Memorandum

To: Story County Board of Supervisors

From: Michael D. Cox, Director

Date: April 10, 2018

Re: Consideration of Fish Habitat Stamp Grant Agreement with Iowa Department of Natural Resources for \$46,580.00

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The attached Fish Habitat Stamp Grant agreement with the Iowa Department of Natural Resources for \$46,580 will fund placement of fish habitat in Hickory Grove Lake. The grant will fund the purchase of Class D riprap and pea gravel to form rock reefs and spawning beds for the Hickory Grove Lake Restoration project.

The total cost of the project is \$54,800. Story County Conservation's 10% share of the project is \$8,220, which will come from the county's general fund and is included in the FY19 budget.

The Story County Conservation Board urges your approval of this agreement.

**IOWA DEPARTMENT OF NATURAL RESOURCES**  
**Wallace State Office Building, Des Moines, Iowa 50319-0034**

**COOPERATIVE GRANT AGREEMENT**  
**FISH HABITAT STAMP FUND**

<b>GRANTEE:</b>	<b>STORY CCB</b>	
<b>PROJECT TITLE:</b>	<b>HICKORY GROVE LAKE RESTORATION</b>	
<b>CONTACT PERSON:</b>	<b>PAT SHEHAN</b>	<b>515-232-2516</b>
<b>GRANT AWARD:</b>	<b>\$46580.00</b>	
<b>DNR CONTACT/PHONE #:</b>	<b>Kathleen Moench</b>	<b>515-725-8213</b>

THIS AGREEMENT, entered into by the Department of Natural Resources, hereinafter referred to as the Department and the **STORY CCB** thereafter referred to as the County,

WHEREAS, the Department has established a program (Administrative Rule 571, Chapter 35) known as the Fish Habitat Program, hereinafter referred to as the Program, to assist the County in the acquisition and/or development of land for fish habitat purposes and,

WHEREAS, the County has applied for assistance from the Program for the following described project:

**UPON DRAINING OF LAKE, ROCK WILL BE PLACED AROUND THE LAKEBED TO BUILD REEFES FOR IMPROVED SPAWNING OF FRY, LOCATED AT HICKORY GROVE PARK, STORY COUNTY, IOWA.**

NOW, THEREFORE, be it mutually agreed by the Parties hereto as follows:

The Department agrees to reimburse the County or seller directly for costs specified in the Fish Habitat Grant application, upon written request for and proof of costs being expended by the County, including submitting proper documentation as stated in item #10. In no case shall the costs to the Department exceed that of the agreement award.

The Parties further agree hereto:

1. That the project described herein shall be completed by **December 31, 2019**.
2. That the County shall be responsible for maintenance and all expenses related thereto after completion of the project.
3. That any property acquired shall be used for fish habitat purposes and no incompatible uses or changes in the property will be allowed. The public shall have access to the property upon such conditions as the County and the Department shall mutually agree upon.
4. That the property and its use shall remain subject to the regulatory authority of the Department.
5. That the applicable provisions of 571 I.A.C. Chapter 35 and the grant application is hereby incorporated into this agreement.
6. That the property or any part thereof may not pass from the control of the County or be encumbered in any way without the written approval of the Department.

- 7. That the remedies for unlawful use or disposal of the property set forth in 571 I.A.C. Chapter 35 shall be applicable and additional to any other remedies available by law.
- 8. Availability of Funds: If funds anticipated for the continued fulfillment of this agreement are at any time not forthcoming or insufficient, either through the failure of the State of Iowa to appropriate funds, or discontinuance or material alteration of the program under which funds were provided, then the Department shall have the right to terminate the agreement without penalty.
- 9. Upon written approval of the appraisal(s), a maximum of 90 percent of the acquisition payment, up to the grant amount, may be made directly to the land seller, if requested in the application and approved by the commission, or the Grantee, by submitting a letter of request and the following documents:
  - title opinion showing title is clear and marketable;
  - offer to buy.

**Acquisition costs include the lesser of the purchase price paid for the project lands by the grantee, or their fair market value established by a DNR approved appraisal.**

- 10. The following documents are required upon completion of an acquisition:
  - title opinion showing title is clear and marketable;
  - offer to buy;
  - copy of the recorded deed naming the grantee as owner, and canceled check from landowner;
  - copy of the recorded groundwater hazard statement(s);
  - copies of invoices and canceled checks for eligible incidental costs.
- 11. Final payment of a development award will be made when the project is completed and the grantee submits a letter of request or the Project Billing Form, along with the following required documents:
  - copies of invoices, contracts and canceled checks for 100 percent of the grant award;
  - contracted development work requires; a copy of the signed contract and payments;
  - pictures of the completed project.

And eighty (80) percent advance reimbursement of the grant may be requested by contacting the DNR Contact on page 1.

THIS AGREEMENT entered into under the authority of action taken at an official meeting of the STORY CCB of STORY County, Iowa, on the 9th day of April, 2018, all as shown in the minutes thereof, and by approval of the Department of Natural Resources.

\_\_\_\_\_  
Date

PSHEHAN@STORYCOUNTYIOWA.GOV  
\_\_\_\_\_  
Email

#18-01F  
\_\_\_\_\_  
Grant Agreement

\_\_\_\_\_  
Bruce Trautman, Deputy Director  
Iowa Department of Natural Resources

*James Deane, Chair, Story CCB*  
\_\_\_\_\_  
Grantee Signature

**APPROVED** *1. DENIED*  
*1. DENIED*  
\_\_\_\_\_  
Board Member Initials: Print Name

Meeting Date: 4-10-18

Follow-up action: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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

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Memorandum

To: Story County Board of Supervisors

From: Michael D. Cox, Director

Date: April 10, 2018

Re: Consideration of Project Sponsor Agreement between the Iowa State University Institute for Design Research and Outreach and Story County Conservation Board for Design of Wayfinding Signage at McFarland Park effective February 15, 2018-June 1, 2018, for \$200

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The attached Project Sponsor Agreement engages Institute for Design Research and Outreach to design a system of wayfinding signage at McFarland Park. This project is the precursor to the installation of wayfinding signs included in the FY19 Conservation budget.

No additional funds are being requested in either FY18 or FY19.

The Story County Conservation Board urges your approval of this project sponsor agreement.

# SPONSORED PROJECT AGREEMENT

This agreement is for performance of a project by and between IDRO (Institute for Design Research and Outreach), and:

## Story County Conservation

("Sponsor").

Sponsor has proposed a project in collaboration with IDRO as detailed in Exhibit A and detailed budget attached hereto, deemed incorporated into and made an integral part of this agreement.

The parties agree as follows:

### ARTICLE 1 Scope of Work

The scope of work, timeline and budget for the project are detailed in Exhibit A and incorporated herein.

### ARTICLE 2 Grant Period

The grant period for this agreement is from **February 15, 2018 to June 1, 2018**.

### ARTICLE 3 Key Personnel

Sponsor's principal investigator (PI) for the agreement is **Ryan Wiemold**. ISU's PI for this project shall be **Lisa Fontaine**.

### ARTICLE 4 Reports and Other Deliverables

The Sponsor shall render any reports as listed in Exhibit A.

### ARTICLE 5 Expenditures and Payment of Invoices

As compensation, Sponsor agrees to pay IDRO a fixed fee of \$200.00 in a manner as specified in Exhibit A.

An Invoice from ISU shall be sent to the SPONSOR at this address:

Ryan Wiemold, Parks Superintendent  
Story County Conservation  
56461 180<sup>th</sup> Street  
Ames, IA 50010-9451

Payment will be made upon receipt of proper invoices with the **final invoice** being due no later than sixty (60) days after termination of each budget period.

### ARTICLE 6 Costs

All costs in Exhibit A include all direct and indirect costs of ISU.

### ARTICLE 7 Rights in Data

ISU shall have the right to copyright, publish, disclose, disseminate and use, in whole and in part, any data and information received or developed under this Agreement. Sponsor shall have the right to duplicate and use the Reports and Other Deliverables as listed in Exhibit A for any public or governmental purpose. It is also agreed by Sponsor that it will not under any circumstances use the name of IDRO, ISU, ISU Extension or its employees in any advertisement, press release or publicity with reference to this Agreement, without prior written approval of IDRO.

### ARTICLE 8 Default

If ISU fails in whole or in part to substantially perform its obligations, Sponsor, in addition to whatever legal remedy it may have in law or in equity, shall have the right to terminate this agreement accordingly. Sponsor shall give a written 30 day notice of termination. Upon receipt of a termination notice, ISU shall take all immediate action to minimize all expenditures and obligations financed by this agreement and shall cancel unliquidated obligations as soon as possible. ISU will be compensated for all actual and allowable expenses and all uncancellable obligations properly incurred prior to that date of termination. ISU shall promptly deliver to Sponsor all data, reports, summaries and such other information and material as may have been prepared for and/or accumulated by ISU in the performance of this agreement, whether completed or in process.

### ARTICLE 9 Termination/Cancellation

This agreement may be terminated by either party at any time upon issuing of written notice sixty (60) days prior to termination or at any time upon mutual agreement of the parties.

### ARTICLE 10 Entire Agreement

This Agreement, including any exhibits, attachments and provisions incorporated by reference, constitutes the entire agreement between the parties hereto and supersedes all prior agreements, understandings and arrangements, oral or written, among the parties hereto with respect to the subject matter hereof.

**APPROVED**

**DENIED**

Board Member Initials: RS

Meeting Date: 4-10-18

Follow-up action: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IOWA STATE UNIVERSITY

By: [Signature]

Title: Associate Professor

Date: 3/21/18

IDRO: \_\_\_\_\_

SPONSOR

By: [Signature]

Title: Chair, Story CCB

Date: 9 April 2018

## SPONSORED PROJECT AGREEMENT

### Exhibit A

Design Proposal for Wayfinding Design for McFarland Park

Project fee: \$200.00

A class of Graphic Design students, led by their instructor, Lisa Fontaine, will design a wayfinding system for McFarland Park. Students will visit the park and talk with Ryan Wiemold and other personnel about needs for improved wayfinding in the park. Students will design wayfinding systems to meet needs expressed by Story County Conservation Staff and to meet needs based on site visits by the students.

At the end of the project period you will receive 4 copies of a written and illustrative report that shows the student design work. The fee will cover transportation, printing and copying costs and is invoiced with this Letter of Agreement.

**CONTRACT**  
**STORY County -- 366-HMA Paving**

**Project No. : L-F20A--73-85**

THIS AGREEMENT made and entered by and between STORY County, Iowa, by its Board of Supervisors consisting of: Rick Sanders, Chairperson, Marty Chitty and Lauris Olson, Contracting Authority, and MANATT'S, INC. of, BROOKLYN, IA 52211-0535, Contractor.

WITNESSETH: That the contractor, for and in consideration of Two Hundred Sixteen Thousand Six Hundred Eighty Dollars and Fifty Eight Cents (\$216,680.58) payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specification therefore, and in the locations designated in the notice to bidders, the various items of work as listed in the quantity and unit price tabulation

Said specifications and plans are hereby made a part of and the basis of this agreement, and a true copy of said plans and specifications are now on file in the office of the County Auditor under the date of January 23, 2018

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

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. L-F20A-73-85 in STORY County, Iowa, the within contract, the contractor's bond and the general and detailed plans are and constitute the basis of the contract between the parties hereto.

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

Division No.	Work Days	Specified Starting Date	Approximate Starting Date	Late Start Date	Completion Date	Liquidated Damages Per Day
1	10			02-Oct-2018		\$1,000.00

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon the parties hereto.

It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine and render judgment as to any controversy arising hereunder.

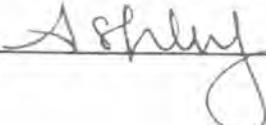
IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the 10th Day of April, 2018.

**Story County, Iowa, Contracting Authority**

By   
Chairperson, County Board of Supervisors

Date: 4-10-18

**MANATT'S, INC., Contractor**

By  Ashley Rint, Contract Adm Fed. ID: 42-1377409

**SCHEDULE OF PRICES – CONTRACT**  
**STORY County, Iowa – Project L-F20A--73-85**

Type of work : 366-HMA Paving

Line No.	Item Code	Item	Quantity	Unit Price	Amount
1	2121-7425020	GRANULAR SHOULDERS, TYPE B	85.00 TON	\$ 49.000	\$ 4,165.00
2	2212-0475095	CLEANING AND PREPARATION OF BASE	1.2 MILE	\$ 575.000	\$ 690.00
3	2214-5145150	PAVEMENT SCARIFICATION	187.00 SY	\$ 27.100	\$ 5,067.70
4	2303-1032500	HOT MIX ASPHALT STANDARD TRAFFIC, INTERMEDIATE COURSE, 1/2 IN. MIX	1540.00 TON	\$ 44.700	\$ 68,838.00
5	2303-1033500	HOT MIX ASPHALT STANDARD TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION REQUIREMENT	1338.40 TON	\$ 45.700	\$ 61,164.88
6	2303-1258283	ASPHALT BINDER, PG 58-28S, STANDARD TRAFFIC	160.60 TON	\$ 390.000	\$ 62,634.00
7	2303-6911000	HOT MIX ASPHALT PAVEMENT SAMPLES	1.00 LS	\$ 1,500.000	\$ 1,500.00
8	2303-7000610	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR HMA MIXTURE LABORATORY VOIDS (FORMULA - BY PAY FACTOR)	1 EACH	\$ 1.000	\$ 1.00
9	2303-7000620	PAYMENT ADJUSTMENT INCENTIVE/DISINCENTIVE FOR HMA MIXTURE FIELD VOIDS (FORMULA - BY PAY FACTOR)	1 EACH	\$ 1.000	\$ 1.00
10	2315-8275025	SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	126.0 TON	\$ 23.500	\$ 2,961.00
11	2528-8445110	TRAFFIC CONTROL	1.00 LS	\$ 2,000.000	\$ 2,000.00
12	2528-8445113	FLAGGERS	6.0 EACH	\$ 462.000	\$ 2,772.00
13	2528-8445115	PILOT CARS	2 EACH	\$ 693.000	\$ 1,386.00
14	2533-4980005	MOBILIZATION	1.00 LS	\$ 3,500.000	\$ 3,500.00
<b>TOTAL</b>					<b>\$216,680.58</b>

This contract, and all sub-contracts that derive from it, requires compliance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation.

STANDARD SPECIFICATIONS OF THE IDOT, SERIES 2015, AND CURRENT SUPPLEMENTAL SPECIFICATIONS SHALL APPLY.

**SCHEDULE OF PRICES -- CONTRACT**  
**STORY County, Iowa -- Project L-F20A--73-85**

Type of work : 366-HMA Paving

Line No.	Item Code	Item	Quantity	Unit Price	Amount
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<b>TOTAL</b>					<b>\$216,680.58</b>

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STANDARD SPECIFICATIONS OF THE IDOT, SERIES 2015, AND CURRENT SUPPLEMENTAL SPECIFICATIONS SHALL APPLY.

# IOWA DOT CONTRACTOR'S PERFORMANCE BOND

Bond Number: IAC 68039

Contract I.D.: \_\_\_\_\_

County: Story

KNOW ALL PERSONS BY THESE PRESENTS: That we,

Manatt's, Inc.

of 1775 Old 6 Road, Brooklyn, IA 52211

(hereinafter called the Principal) and Merchants Bonding Company(Mutual)

of 6700 Westown Parkway, West Des Moines, IA 50266

(hereinafter called the Surety) are held and firmly bound unto the

Story County Board of Supervisors  
(Iowa DOT, County, or City name, etc.)

(hereinafter called the Contracting Authority) Iowa, in the sum of

Two Hundred Sixteen Thousand Six Hundred Eighty and 58/100 Dollars dollars

( \$216,680.58 ),

lawful money of the United States, to the payment of which sum, well and truly to be made, we bind ourselves, our executors, administrators, successors, and assigns jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT whereas the above bounden Principal did enter into a written contract

with the Contracting Authority to perform

Project No.: L-F20A--73-85 366-HMA Paving, Story County

Copy of which contract, together with all of its terms, covenants, conditions, and stipulations, is incorporated herein and made a part hereof as fully and completely as if said contract were recited at length, and whereas, the principal and sureties on this bond hereby agree to pay all persons, firms, or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, when the same are not satisfied out of the portion of the contract price which the public corporation is required to retain until completion of the public improvements, but the principal and sureties shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law.

Now, if the principal shall in all respects fulfill his said contract according to the terms and tenor thereof, and shall satisfy all claims and demands incurred for the same, and shall fully indemnify and save harmless the Contracting Authority from all costs and damages which it may suffer by reason of failure to do so and shall fully reimburse and repay the Contracting Authority all outlays and expense which it may incur in making good any such default, then the obligation is to be void and of no effect: otherwise to remain in full force and effect. Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

1. To any extension of time to the contractor in which to perform the contract.
2. That the bond shall remain in full force and effect until the contract is completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage is being charged against the contractor.
3. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than 20 percent of the total contract price, and shall then be released only as to such excess increase.
4. That no provision of this bond or of any other contract shall be valid which limits to less than five years from the completion of the contract the right to sue on this bond for defects in work quality or material not discovered or known to the Contracting Authority at the time such work is accepted.

This bond is to be considered a performance bond and secures the Contracting Authority the right to recover from the contractor on account of material or labor entered into the work or work performed not in accordance with the contract, specifications, or plans. The contractor does not by this obligation guarantee to maintain the work for five years.

# IOWADOT

## CONTRACTOR'S PERFORMANCE BOND

Bond Number: IAC 68039

Contract I.D.: \_\_\_\_\_

County: Story

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 29th day of March, 2018.

Manatt's, Inc.  
By: Ashley Lint Principal  
Contract Adm. Title

Merchants Bonding Company (Mutual)  
By: John McKusker Surety  
John McKusker Attorney-in-Fact Title

Address: P.O. Box 14498, Des Moines, IA 50306-3498

By: \_\_\_\_\_ Principal  
\_\_\_\_\_ Title

By: \_\_\_\_\_ Surety  
\_\_\_\_\_ Title

Address: \_\_\_\_\_

By: \_\_\_\_\_ Principal  
\_\_\_\_\_ Title

By: \_\_\_\_\_ Surety  
\_\_\_\_\_ Title

Address: \_\_\_\_\_

**For contracts where a County Board of Supervisors is the Contracting Authority:**

This bond approved by the Board of Supervisors of STORY County,  
this 10 day of April,  
[Signature] Signature Chair BOS Title

**For contracts where neither the DOT nor a County Board of Supervisors is the Contracting Authority:**

This bond approved by the \_\_\_\_\_  
(Contracting Authority)  
this \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_  
Signature Title

**DISCLOSURE STATEMENT FOR CONTRACTOR'S PERFORMANCE BONDS**

The information requested will be used by the Iowa Department of Transportation to determine if a contractor/vendor is bonded in accord with the requirements established by the contracting authority. This secures the IDOT and/or the State of Iowa the right to recover from the contractor/vendor if material or labor entered into the work performed is not in accord with the contract, specifications, or plans. Persons outside the Department may occasionally request this information. Failure to provide all required information will result in denial of the award of the contract.

# MERCHANTS BONDING COMPANY™ POWER OF ATTORNEY

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**John McKusker**

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 29th day of March, 2018.

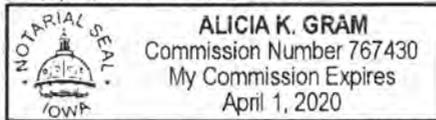


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this this 29th day of March, 2018, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Alicia K. Gram*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 29th day of March, 2018.



*William Warner Jr.*  
Secretary

## STORY COUNTY UTILITY PERMIT

Date 4/5/18

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, 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 \_\_\_\_\_ on secondary route 150<sup>th</sup>, 670<sup>th</sup> Ave, from 140<sup>th</sup>, 670<sup>th</sup> to 160<sup>th</sup>, Hwy 65, a distance of 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 4/2/18

Midland Power Cooperative  
Name of Company (Applicant - Permittee)

by Casey Huff

515-386-4111  
Phone no.

Recommended for Approval:

Date 4-5-18

Doreen Moran  
County Engineer

515-382-7355  
Phone no.

Approved:

Date 4-10-18

[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.**



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

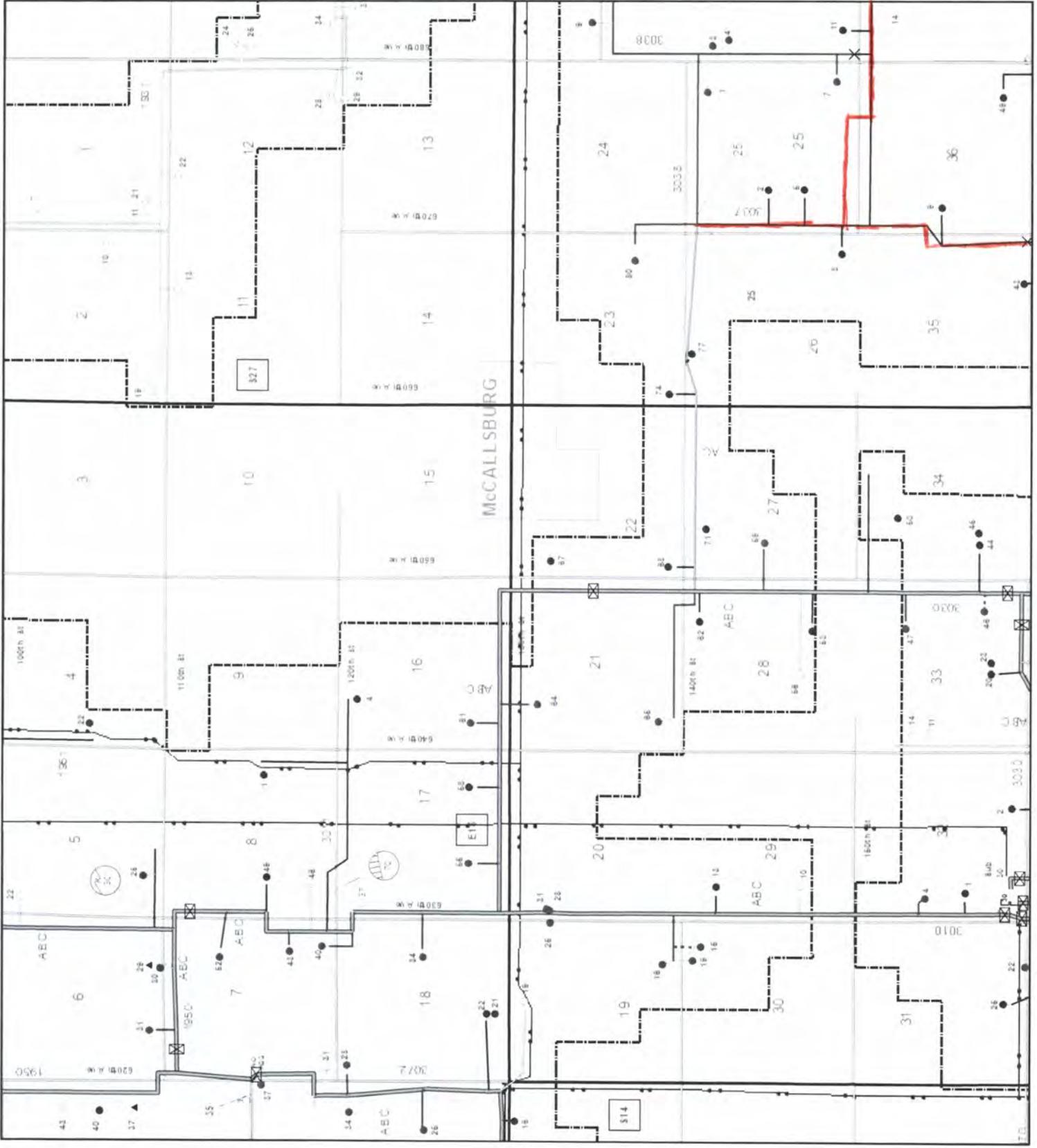
County  
STORY

Township  
WARREN  
T85N R22W

Map No.  
70

69	70	77
63	70	71

Date: 1/3/2017





# IOWA 93 MIDLAND POWER COOPERATIVE

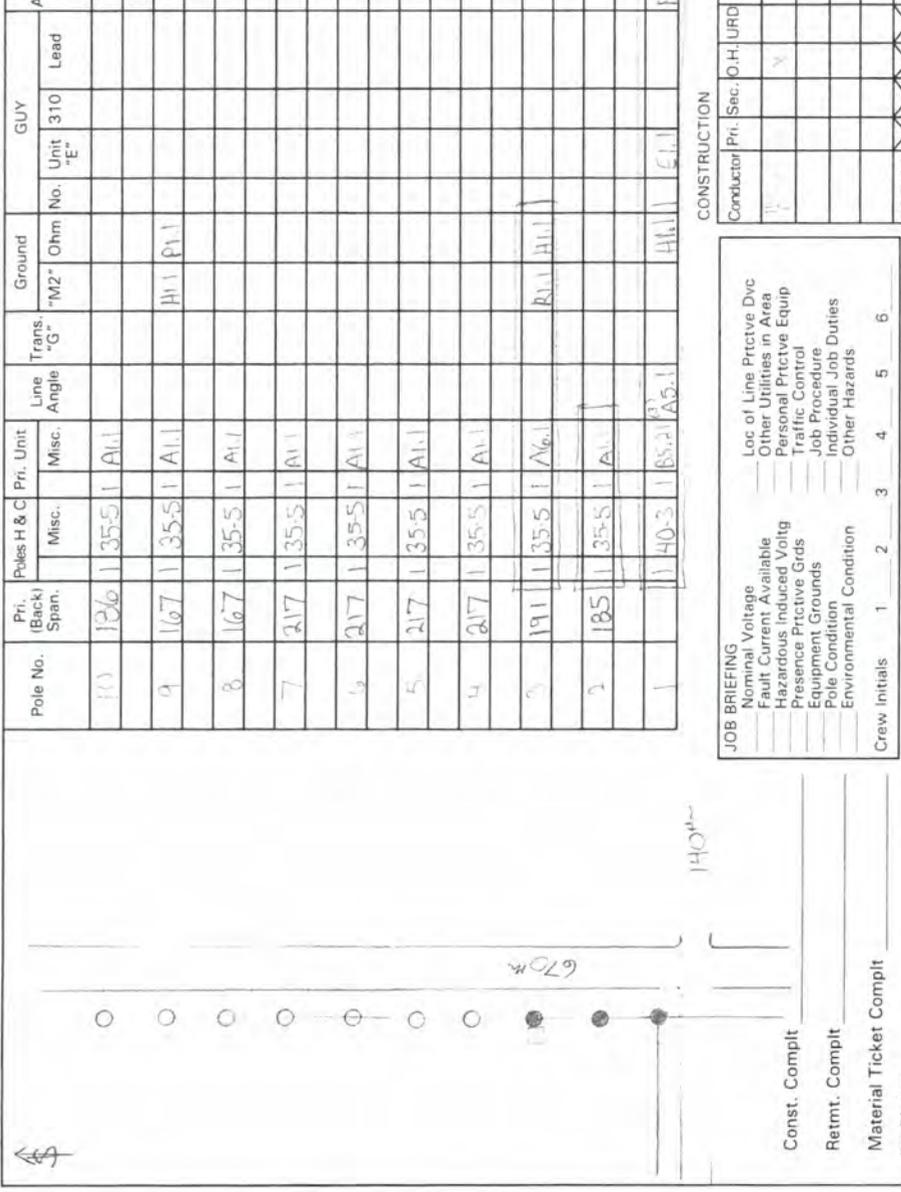
## STAKING SHEET

Name Line 670# 7025  
 Location #: 3037-7025  
 Address: 670#  
 Phone #: \_\_\_\_\_  
 Sub \_\_\_\_\_  
 Feeder \_\_\_\_\_  
 Phase \_\_\_\_\_  
 Line Sec. \_\_\_\_\_  
 County: Shelby  
 Township: Windsor  
 School Dist.: \_\_\_\_\_  
 WORK ORDER NO. 12606  
 740c# 386  
 Staked By C4 Date 3/30/18  
 Sheet No. 1 of 13  
 Complt'd By \_\_\_\_\_ Date \_\_\_\_\_

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

Map Reference 70 Twp. 85N R. 20W Sec. 2 Wire 25 Size 1/0 Kind ACSR

### SKETCH OF WORK



Pole No.	Poles H & C		Line Angle "G"	Trans. "M"	Ground "M2"	GUY No.	Unit "E"	Anchor "F"	SECONDARY			Misc. & Remarks	Unit	No.		
	Misc.	Pri. Span							No. J or K	Unit (Back) Span	Size Meter			CONST.	RET.	
10		135-5												35-5	7	
9		135-5			H11									Al.1	7	
8		135-5												H1.1	1	
7		135-5												P1.1	1	
6		135-5														
5		135-5														
4		135-5														
3		135-5														
2		135-5														
1		140-3														

CONSTRUCTION				RETIREMENT			
Conductor	Pri.	Sec.	O.H. URD	Pole Line FL.	No. of Wires	Total Feet	
				1764	2	3633	
TOTALS							

JOB BRIEFING					
Conductor	Pri.	Sec.	O.H. URD	Pole Line FL.	Total Feet
TOTALS					

- Loc of Line Prctive Dvc \_\_\_\_\_
  - Other Utilities in Area \_\_\_\_\_
  - Personal Prctive Equip \_\_\_\_\_
  - Traffic Control \_\_\_\_\_
  - Job Procedure \_\_\_\_\_
  - Individual Job Duties \_\_\_\_\_
  - Other Hazards \_\_\_\_\_
- Crew Initials 1 2 3 4 5 6

Const. Complt \_\_\_\_\_  
 Retmnt. Complt \_\_\_\_\_  
 Material Ticket Complt \_\_\_\_\_  
 500 BH 9 00





# IOWA 93 MIDLAND POWER COOPERATIVE STAKING SHEET

WORK ORDER NO. 126018  
 740c# 308  
 Staked By CH Date 3/30/18  
 Sheet No. 4 of 13  
 Complt'd By \_\_\_\_\_ Date \_\_\_\_\_

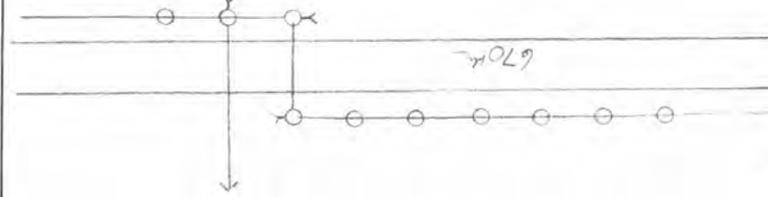
WORK ORDER CODE	
New Construction	
System Improvement	<input checked="" type="checkbox"/>
Replacement	
Retire No. Replace	

County: Starb  
 Township: Wasson  
 School Dist.: \_\_\_\_\_

Sub 30  
 Feeder 3  
 Phase 0  
 Line Sec. \_\_\_\_\_

Name Line Forward Sec 10  
 Location #: 3037-7036  
 Address: 670<sup>th</sup> St  
 Phone#: \_\_\_\_\_

### SKETCH OF WORK



Map Reference 70 Twp. 85N R. 22W Sec. 2 Size 1/6 Wire 76 Kind A.C.R.

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. CONST.	RET.
		Misc.	Misc.						No. "E"	Unit		(Back) Span	Size Meter				
40	223	135-3	1	A6.1			H1.1							35-3	3		
39	207	140-3	1	A1.1	A5.1		H1.1		5'W		F1.12		3037-009	40-3	7		
38	666	140-3	1	A4.1			H1.1	P1.1			F1.12			A4.1	2		
37	223	140-3	1	A4.1			H1.1		20'S		F1.12			A5.1	1		
36	223	140-3	1	A1.1			H1.1				F1.12			A6.1	1		
35	223	140-3	1	A1.1			H1.1				F1.12			H1.1	4		
34	223	140-3	1	A1.1			H1.1				F1.12			P1.1	2		
33	223	140-3	1	A1.1			H1.1				F1.12			E1.1	3		
32	223	135-3	1	A1.1			H1.1				F1.12			F1.12	3		
31	223	140-3	1	A1.1			H1.1				F1.12						

### CONSTRUCTION

Conductor	Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
					2057	2	4237
TOTALS							

### RETIREMENT

Conductor	Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
TOTALS							

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

Const. Complt \_\_\_\_\_  
 Retmt. Complt \_\_\_\_\_  
 Material Ticket Complt \_\_\_\_\_  
 500 BH 9-00



# IOWA 93 MIDLAND POWER COOPERATIVE STAKING SHEET

Name Line 60000000000000000000  
 Location #: 3037--7025  
 Address: 130th St  
 Phone #: \_\_\_\_\_

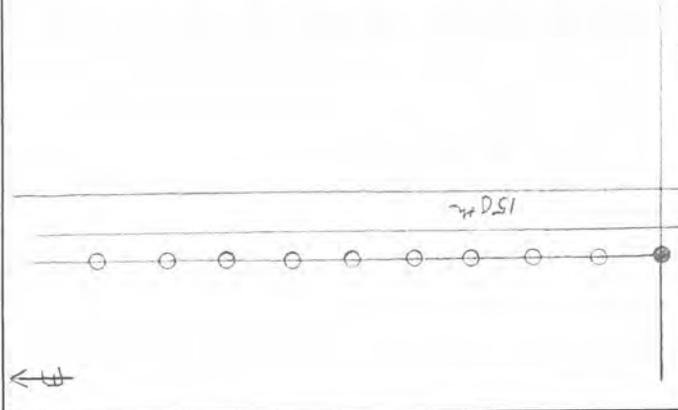
Sub 30  
 Feeder 3  
 Phase C  
 Line Sec. \_\_\_\_\_

County: Story  
 Township: Western  
 School Dist.: \_\_\_\_\_

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

WORK ORDER NO. 123456  
 740c# 388  
 Staked By CH Date 3/30/18  
 Sheet No. 6 of 13  
 Complt'd By \_\_\_\_\_ Date \_\_\_\_\_

### SKETCH OF WORK



Pole No.	Pri. (Back) Span	Poles H & C		Ground "M2" Ohm No.	Trans. "G" Angle	Line Angle	GUY Unit "E"	Anchor "F"	SECONDARY		Misc. & Remarks	Unit	No. CONST.	No. RET.
		Misc.	Pri. Unit						Unit No. J or K	(Back) Span				
60	230	135-3	1 A1.1									35-3	5	
59	230	135-3	1 A1.1									40-3	4	
58	230	135-3	1 A1.1	H1.1 P1.1								A1.1	9	
57	230	135-3	1 A1.1									H1.1	2	
56	230	135-3	1 A1.1									P1.1	2	
55	230	140-3	1 A1.1											
54	230	140-3	1 A1.1											
53	230	140-3	1 A1.1	H1.1 P1.1										
52	230	140-3	1 A1.1											
26														

Map Reference 70 Twp. 85N R. 22W Sec. 25 Wire 2 Size 1/0 Kind A1.1

JOB BRIEFING	
Nominal Voltage	Loc of Line Protective Dvc
Fault Current Available	Other Utilities in Area
Hazardous Induced Voltag	Personal Protective Equip
Presence Protective 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.
13			2070
No. of Wires			4264
TOTALS			

RETIREMENT			
Conductor Pri.	Sec.	O.H. URD	Pole Line Ft.
No. of Wires			
TOTALS			

Const. Complt \_\_\_\_\_  
 Retmt. Complt \_\_\_\_\_  
 Material Ticket Complt \_\_\_\_\_  
 500 BH 9-00

# IOWA 93 MIDLAND POWER COOPERATIVE STAKING SHEET

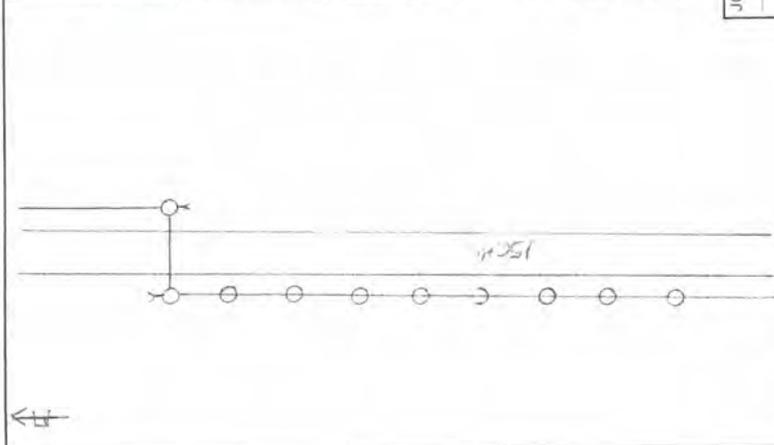
Name Line Rebuild 5m. 10  
 Location #: 337-7025  
 Address: 150th St  
 Phone#: \_\_\_\_\_

County: Story  
 Township: Liberty  
 School Dist.: \_\_\_\_\_

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

WORK ORDER NO. 12606  
 740c# 380  
 Staked By CH Date 3/30/18  
 Sheet No. 7 of 13  
 Comptd By \_\_\_\_\_ Date \_\_\_\_\_

### SKETCH OF WORK



Pole No.	Pri. (Back) Span.	Poles H & C		Line Angle "G"	Trans. "M2"	Ground "Ohm"	GUY		Anchor "F"	SECONDARY		Misc. & Remarks	Unit	No. CONST.	RET.
		Misc.	Misc.				Unit "E"	No. J or K		Unit (Back) Span	Size Meter				
70	60	1	40-3	1	AH.1	H.1.1	1	E.1.1	20'W	F.1.12			35-3	8	
69	211	1	40-3	1	AH.1	H.1.1	1	E.1.1	20'E	F.1.12			40-3	2	
68	211	1	35-3	1	A.1.1	H.1.1	P.1.1						AH.1	8	
67	211	1	35-3	1	A.1.1								AH.1	2	
66	211	1	35-3	1	A.1.1								H.1.1	4	
65	211	1	35-3	1	A.1.1								P.1.1	2	
64	211	1	35-3	1	A.1.1								E.1.1	2	
63	215	1	35-3	1	A.1.1								F.1.12	2	
62	215	1	35-3	1	A.1.1										
61	215	1	35-3	1	A.1.1										

Map Reference 70 Twp. R 25 Sec. 25 Wire 2 Size 1/0 Kind ASR

**JOB BRIEFING**

Nominal Voltage  
 Fault Current Available  
 Hazardous Induced Voltg  
 Presence Prctive Grds  
 Equipment Grounds  
 Pole Condition  
 Environmental Condition

Loc of Line Prctive Dvc  
 Other Utilities in Area  
 Personal Prctive Equip  
 Traffic Control  
 Job Procedure  
 Individual Job Duties  
 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			2151	2	4431
ASR					
TOTALS					X

RETIREMENT					
Conductor	Pri. Sec.	O.H. URD	Pole Line Ft.	No. of Wires	Total Feet
TOTALS					X

Const. Complt \_\_\_\_\_  
 Retmt. Complt \_\_\_\_\_  
 Material Ticket Complt \_\_\_\_\_  
 500 BH 9 00





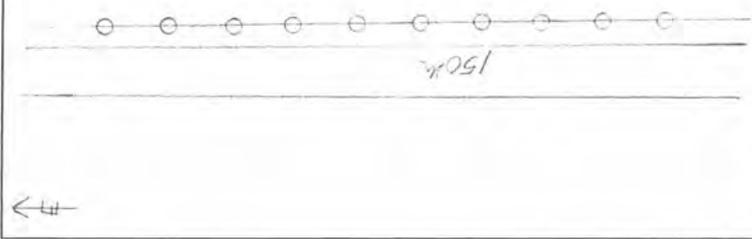
# IOWA 93 MIDLAND POWER COOPERATIVE STAKING SHEET

Name Line Rebound 500  
 Location #: 3037 -- 1731  
 Address: 150<sup>th</sup> St  
 Phone#: \_\_\_\_\_  
 Sub 30  
 Feeder 3  
 Phase C  
 Line Sec. \_\_\_\_\_  
 County: Story  
 Township: Linn  
 School Dist.: \_\_\_\_\_  
 Staked By CH Date 3/30/18  
 Sheet No. 10 of 13  
 Complitd By \_\_\_\_\_ Date \_\_\_\_\_  
 WORK ORDER NO. 12606  
 740c# 388

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

Map Reference 77 Twp. 85N R. 21W Sec. 31 Wire 2 Size 1/0 Kind ACSR

### SKETCH OF WORK



Pole No.	Pri. (Back) Span.	Poles H & C		Pri. Unit	Line Angle	Trans. "G"	Ground "M2"	Ohm	GUY No.	Unit "E"	310	Lead	Anchor "F"	SECONDARY		Misc. & Remarks	Unit	No. CONST.	RET.
		Misc.	Misc.											No. J or K	(Back) Span				
98	218	1	35-3	1	All												35-3	9	
99	218	1	35-3	1	All												40-3	1	
98	215	1	35-3	1	All												All	10	
97	215	1	35-3	1	All												All	2	
96	215	1	35-3	1	All												All	2	
95	215	1	40-3	1	All														
94	215	1	35-3	1	All														
93	215	1	35-3	1	All														
92	215	1	35-3	1	All														
91	215	1	35-3	1	All														

### RETIREMENT

Conductor Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
TOTALS						

### CONSTRUCTION

Conductor Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
1/0					2	4441
All				2156		
TOTALS						

### JOB BRIEFING

Nominal Voltage	1	2	3	4	5	6
Fault Current Available						
Hazardous Induced Voltg						
Presence Prctive Grds						
Equipment Grounds						
Pole Condition						
Environmental Condition						
Loc of Line Prctive Dvc						
Other Utilities in Area						
Personal Prctive Equip						
Traffic Control						
Job Procedure						
Individual Job Duties						
Other Hazards						

Crew Initials \_\_\_\_\_

Const. Complt \_\_\_\_\_  
 Retmt. Complt \_\_\_\_\_  
 Material Ticket Complt \_\_\_\_\_  
 500 BH 9-00





# IOWA 93 MIDLAND POWER COOPERATIVE STAKING SHEET

Name Line 16.01.13, 5r. 10  
 Location # 3037 --7732  
 Address 150th St  
 Phone # \_\_\_\_\_

Sub 30  
 Feeder 3  
 Phase C  
 Line Sec. \_\_\_\_\_

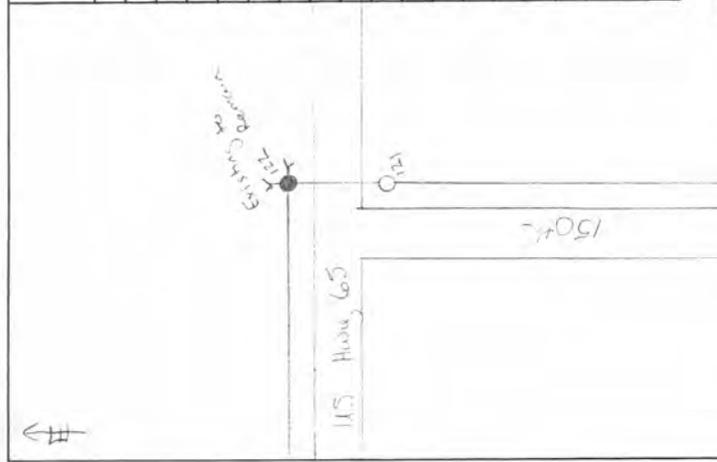
County Starbuck  
 Township Linn  
 School Dist. \_\_\_\_\_

WORK ORDER CODE	
New Construction	
System Improvement	✓
Replacement	
Retire No. Replace	

WORK ORDER NO. 12606  
 740c# 388  
 Staked By CH Date 3/30/13  
 Sheet No. 13 of 13  
 Complt'd By \_\_\_\_\_ Date \_\_\_\_\_

### SKETCH OF WORK

Map Reference 777 Twp. 85N R. 21W Sec. 32 Wire 2 Size 1/0 Kind AL



Pole No.	Pri. (Back) Span	Poles H & C		Line Angle	Trans. "G"	Ground "M2"	Ohm No.	GUY		Anchor "F"	SECONDARY		Misc. & Remarks	Unit	No. CONST.	RET.
		Misc.	Pri. Unit					Unit "E"	Unit No. J or K		(Back) Span	Size Meter				
132	25'4"		40-5					2	5	1			0-36	35-5	1	
12	33'		35-5										0-193	AL	1	

### CONSTRUCTION

Conductor	Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
10					468	2	964
TOTALS							

### RETIREMENT

Conductor	Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
TOTALS							

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

Const. Complt \_\_\_\_\_  
 Retmt. Complt \_\_\_\_\_  
 Material Ticket Complt \_\_\_\_\_  
 500 BH 9-00

## STORY COUNTY UTILITY PERMIT

Date 4/5/18

To the Board of Supervisors, Story County, Iowa:

The Iowa Regional Utilities Association Company, incorporated under the laws of Iowa authorize to do business within the State of Iowa, with its principal place of business at 1351 Iowa Speedway Drive, Newton, Iowa 50208, 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 Potable Water on secondary route 130th Street from West of 680th Ave. to 68333 130th Street, a distance of 2000 Feet. ~~miles~~ (CO Hwy E-18)

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:  
Directional boring from ROW to ROW under County Highway E-18 (130th Street North & South; AND from ROW to ROW under 680th Avenue East & West installing a 3" PVC water main a minimum of 5 feet deep. See attached Plan Sheet.
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 4-4-2018

Iowa Regional Utilities Association  
Name of Company (Applicant - Permittee)

  
by Gayla E. Hannagan, Phone no. 641-792-7011  
Permit Manager

Recommended for Approval:

Date 4-5-18

  
County Engineer Phone no. 515-382-7355

Approved:

Date 4-10-18

  
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.





Main Office  
1351 Iowa Speedway Dr.  
Newton, IA 50208  
Ph: 800-400-6066  
Fax: 641-792-6982



Branch Office  
205 C Avenue  
Grundy Center, IA 50638  
Ph: 319-824-5920  
Fax: 319-824-6045

[www.irua.net](http://www.irua.net)

*We Flow That Extra Mile!*

April 4, 2018

Darren Moon  
Story County Engineer  
837 N Avenue  
Nevada, Iowa 50201

RE: Permit Request – Two (2) Road Crossings

Mr. Moon:

Please find enclosed a Story County permit application for a 3" water main installation along the West side of 680<sup>th</sup> Avenue and along the North side of County Highway E-18, that includes one County Highway crossing County Highway E-18 North and South; and one County Road crossing 680<sup>th</sup> Avenue East and West, in Warren and Lincoln Townships in Story County.

Enclosed is the permit application and a map of this location.

If you require further information concerning this permit application, please do not hesitate to contact me.

Thank you.

Sincerely,  
IOWA REGIONAL UTILITIES ASSOCIATION

Gayla E. Hannagan  
Permit Manager

Enc.  
GEH/dm

## STORY COUNTY UTILITY PERMIT

Date 4/5/18

To the Board of Supervisors, Story County, Iowa:

The IOWA COMMUNICATIONS NETWORK (ICN) Company, incorporated under the laws of Iowa, with its principal place of business at 400 E. 14th ST. DES MOINES, 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 LIGHT (FIBER OPTIC) on secondary route 530th AVE., from COLLABORATION PLACE to 260th STREET, a distance of 0.73 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 CONSTRUCTION DRAWINGS*

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 4-3-18

IOWA COMMUNICATIONS NETWORK (ICN)  
Name of Company (Applicant - Permittee)

by Mike Brookshire 515-725-4610  
Phone no.

Recommended for Approval:

Date 4-5-18

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

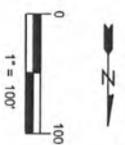
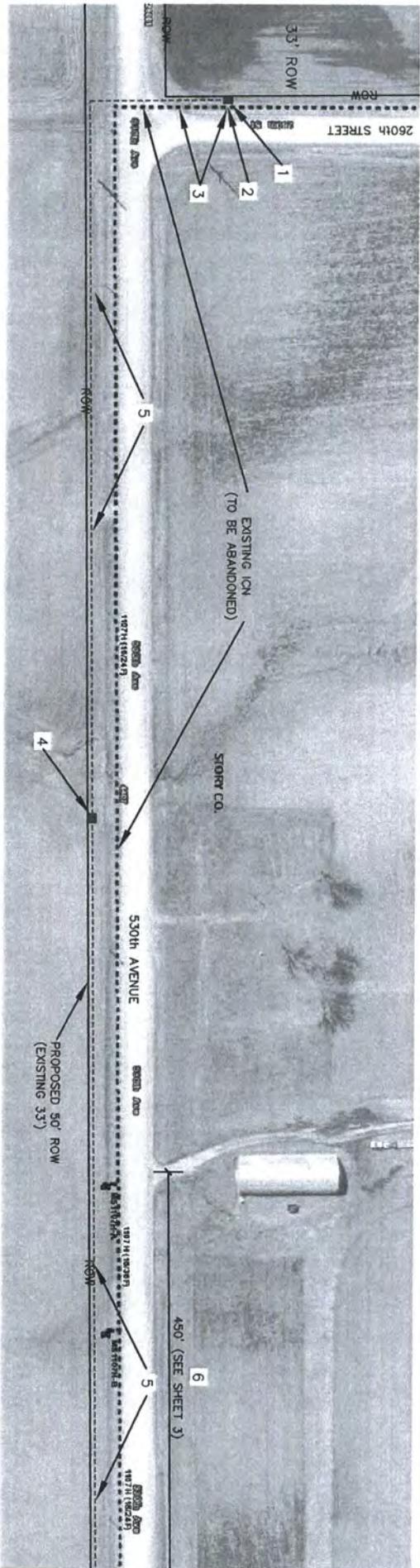
Approved:

Date 4-10-18

[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.





**PLAN NOTES**

1. PROPOSED HH# 1, 100' WEST OF 530th AVENUE CENTERLINE AND 29' SOUTH OF 260th STREET CENTERLINE. SET LID TO GRADE.
2. TRENCH APPROXIMATELY 10' BETWEEN THE PROPOSED HH AND EXISTING CABLE.
3. EXPOSE APPROXIMATELY 50' OF EXISTING CABLE FOR SPICE TAIL USE.
4. PROPOSED HH# 2, APPROXIMATELY 710' NORTH OF 260th STREET CENTERLINE. PLACE ON NORTH EDGE OF (HIGH SIDE) OF DRAINAGE WAY. SET LID TO GRADE.
5. PLACE AN 1 1/2" DIA. HDPE DUCT WITH 48" CABLE 4' OFF THE PROPOSED 50' ROW.
6. PROPOSED HH # 3, APPROXIMATELY 450' NORTH OF CENTERLINE OF FARM DRIVE AND 46' EAST OF 530TH AVE. CENTERLINE. SET LID TO GRADE. (SEE SHEET 3)

**GENERAL NOTES**

1. COORDINATE SPICE TAIL EXPOSURE AND TRENCH EXCAVATION WITH ION. THIS WORK TO TAKE PLACE THE AFTERNOON PRIOR TO CUTOVER WITH BACKFILL THE FOLLOWING DAY. PLACE 48" ORANGE CONSTRUCTION SAFETY FENCE AROUND TRENCH. SUPPORT WITH STEEL FENCE POSTS.
2. BACKFILL EXCAVATIONS AND COMPACT. FINE GRADE AND SEED PER PROVIDED IDOT SPEC.
3. DUCT & FIBER TO HAVE A MINIMUM COVER OF 42" EXCEPT WHERE NOTED. MAINTAIN CONSISTENT DEPTH AT DRIVE WAY AND ROAD CROSSINGS.

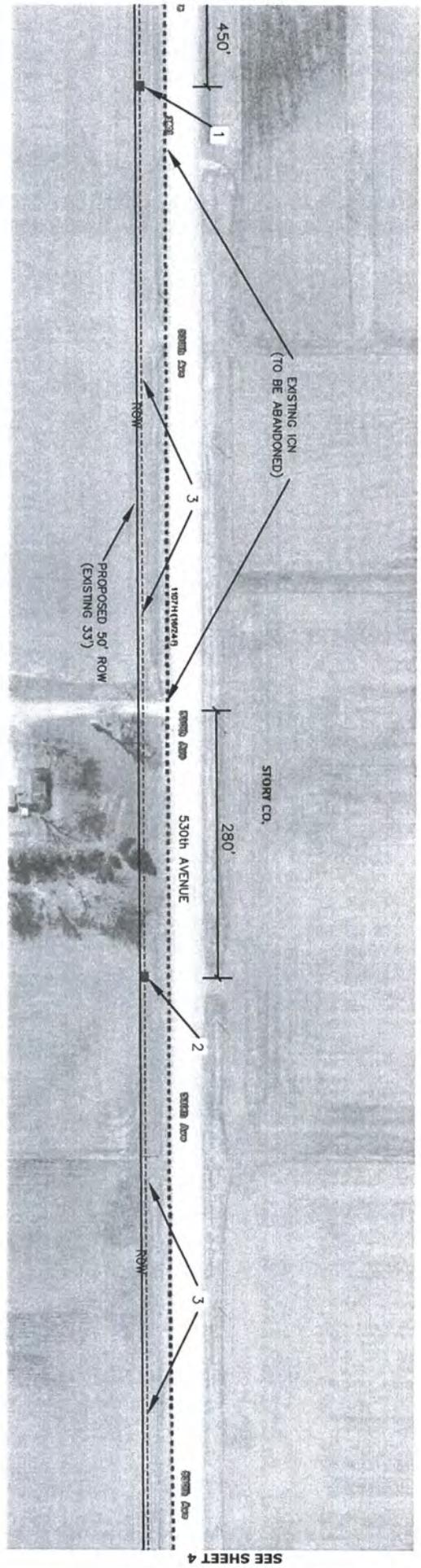
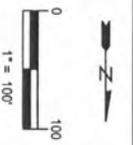
SEE SHEET 3

**IOWA COMMUNICATIONS NETWORK**  
 THE DRAWING IS PROVIDED FOR GENERAL INFORMATION ONLY. IT IS NOT TO BE USED FOR CONSTRUCTION WITHOUT THE WRITTEN APPROVAL OF ION. ION IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS. ION SHALL BE THE SOLE ARBITRATOR OF ANY DISPUTES.  
 400 WEST 104th STREET, SUITE 200, WEST DES MOINES, IOWA 50319  
 ION © 2015. COPY WITH PERMISSION

SCALE: 1/8" = 1'-0"  
 SIZE: 11" x 17"

530th AVENUE  
 FIBER RELOCATE  
 AMES, IOWA

SHEET 2 of 4



SEE SHEET 2

SEE SHEET 4

**PLAN NOTES**

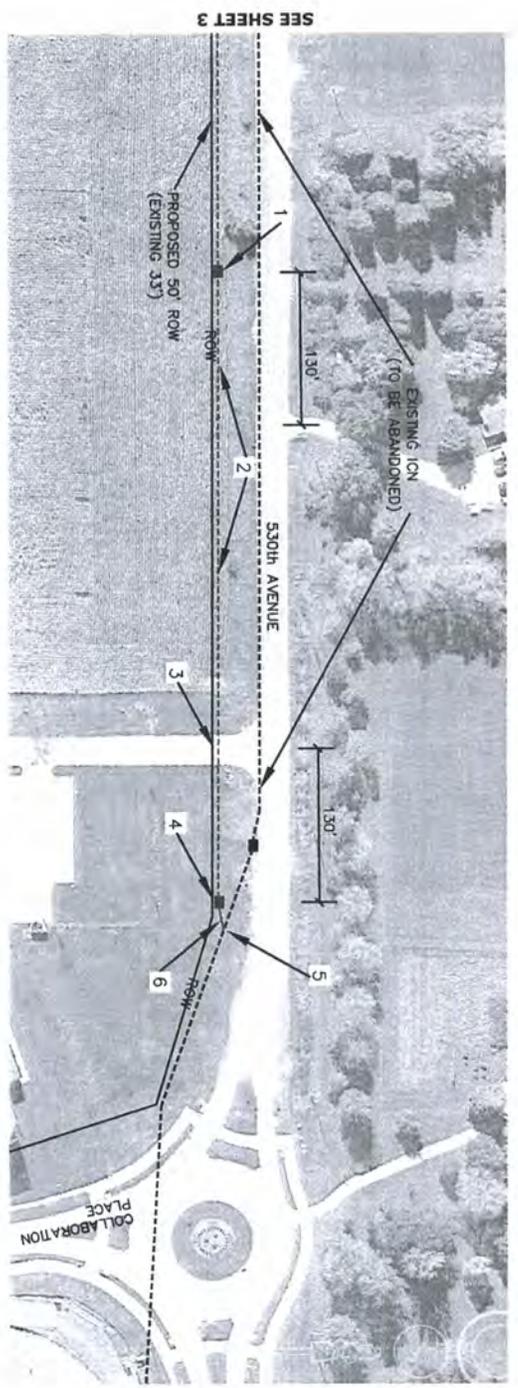
1. PROPOSED HH# 3, APPROXIMATELY 450' NORTH OF CENTERLINE OF FARM DRIVE AND 46' EAST OF 530TH AVE. CENTERLINE. SET LID TO GRADE. (SEE SHEET 2)
2. PROPOSED HH# 4, APPROXIMATELY 280' NORTH OF CENTERLINE OF DRIVEWAY AND 46' EAST OF 530TH AVE. CENTERLINE. SET LID TO GRADE.
3. PLACE AN 1 1/2" DIA. HDPE DUCT WITH 48" 4' OFF THE PROPOSED 50' ROW.

**GENERAL NOTES**

1. COORDINATE SPLICE TAIL EXPOSURE AND TRENCH EXCAVATION WITH ICM. THIS WORK TO TAKE PLACE THE AFTERNOON PRIOR TO CUTOVER WITH BACKFILL THE FOLLOWING DAY. PLACE 48" ORANGE CONSTRUCTION SAFETY FENCE AROUND TRENCH. SUPPORT WITH STEEL FENCE POSTS.
2. BACKFILL EXCAVATIONS AND COMPACT. FINE GRADE AND SEED PER PROVIDED IDOT SPEC.
3. DUCT & FIBER TO HAVE A MINIMUM COVER OF 42" EXCEPT WHERE NOTED.

<b>TOWA COMMUNICATIONS NETWORK</b> <small>DESIGN: 100% STREET CLOSURE STATE OFFICE RECORDS, 02/15/2011          ICM © 2014, COPY WITH PERMISSION</small>		<small>PROVISION: 100% AND 5' OFF TO THE SIDE TO          100% STREET CLOSURE STATE OFFICE RECORDS, 02/15/2011          CALL ONE CALL BEFORE EXCAVATION (1-800-367-4669)</small>	
SCALE: 100' SCALE	SIZE: 11" x 17"		
530th AVENUE FIBER RELOCATE AMES, IOWA	SHEET 3 of 4		

\\g0p\projects\project3\1007 County\10110002 - 530th Street Amend\ICM\Records\Plan\Ames 530th St.dwg



**PLAN NOTES**

1. PROPOSED HH# 5, APPROXIMATELY 130' SOUTH OF CENTERLINE OF DRIVE WAY AND 46' EAST OF 530TH AVE. CENTERLINE. SET LID TO GRADE.
2. PLACE AN 1 1/2" DIA. HDPE DUCT WITH 48F, 4' OFF THE PROPOSED 50' ROW.
3. PROTECT PAVED DRIVE.
4. PROPOSED HH# 6, APPROXIMATELY 130' NORTH OF CENTERLINE OF PAVED COMMERCIAL DRIVE AND 46' EAST OF 530TH AVE. CENTERLINE. SET LID TO GRADE.
5. EXPOSE THE EXISTING 2" DIA. HDPE DUCT ADJACENT TO THE PROPOSED HH. RING CUT THE DUCT AND REMOVE A 3' SECTION. DO NOT DAMAGE THE ACTIVE FIBER.
6. TRENCH APPROXIMATELY 15' BETWEEN THE PROPOSED HH AND RING CUT DUCT. LEAVE A SECTION OF 2" DIA. HDPE DUCT WITH DUCT COUPLER IN BOTTOM OF TRENCH.

**GENERAL NOTES**

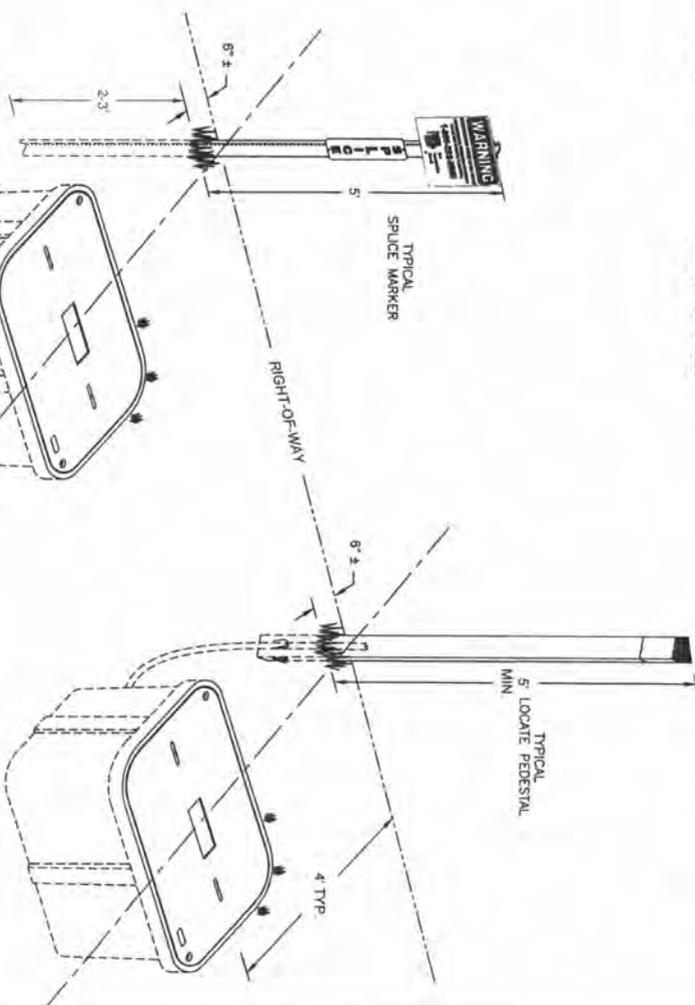
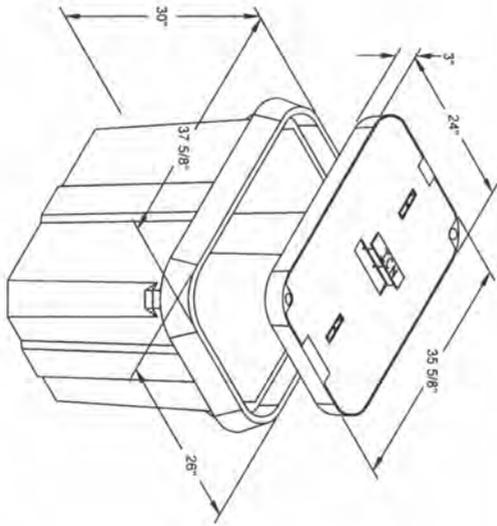
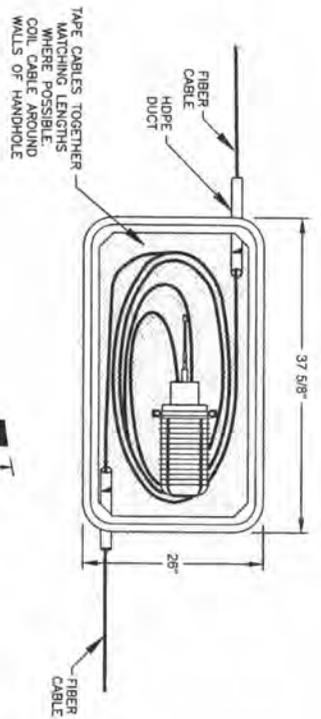
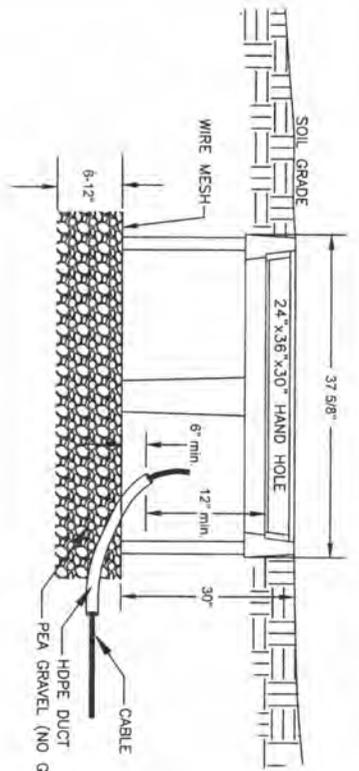
1. COORDINATE SPLICE TAIL EXPOSURE AND TRENCH EXCAVATION WITH ION. THIS WORK TO TAKE PLACE THE AFTERNOON PRIOR TO CUTOVER WITH BACKFILL THE FOLLOWING DAY. PLACE 48" ORANGE CONSTRUCTION SAFETY FENCE AROUND TRENCH, SUPPORT WITH STEEL FENCE POSTS. BACKFILL EXCAVATIONS AND COMPACT. FINE GRADE AND SEED PER PROVIDED IDOT SPEC.
2. DUCT & FIBER TO HAVE A MINIMUM COVER OF 42" EXCEPT WHERE NOTED.

<b>TOWA COMMUNICATIONS NETWORK</b>		<b>ION</b>	
400 DODD 11th Street, Ames, IA 50010		1000 1st Street, Ames, IA 50010	
TEL: 515.281.1000		TEL: 515.281.1000	
FAX: 515.281.1001		FAX: 515.281.1001	
WWW.TOWA.COM		WWW.ION.COM	
SCALE: 100' SCALE		SHEET: 11 of 17	
530th AVENUE		FIBER RELOCATE	
AMES, IOWA			
SHEET 4 of 4			

PROJECT: PROJECTS\PROJECTS\Shaw County\651192022 - 530th Street Avenue ION Relocate Fiber\Ames 530th Slab\ng

# HANDHOLE PLACEMENT TYPICAL

24" X 36" X 30" HAND HOLE



**ICN** IOWA COMMUNICATIONS NETWORK  
 OPERATIONAL CENTER  
 400 EAST 14TH STREET  
 DES MOINES, IOWA 50319  
 PHONE 515.281.5500 FAX 515.281.5500

THIS DRAWING IS INTENDED FOR GENERAL INFORMATION ONLY AND IS NOT TO BE USED TO OBTAIN A PERMIT OR FOR PLACEMENT OF HANDHOLES.  
 CALL 1-800-282-0888 OR 515

CONSTRUCTION DETAIL  
 HANDHOLE TYPICAL - ICN STANDARD  
 24" X 36" X 30"

SCALE: NONE

SIZE: 11 X 17

NO.	REVISION	DATE
1	REVISION	1-23-13
2	REVISION	1-16-14
3	REVISION	11-10-14
4	REVISION	8-21-15
5	REVISION	
6	REVISION	8-19-18
7	REVISION	12-11-17

# Public Access Defibrillation

## Policies and Procedures

**APPROVED**      **DENIED**

Board Member Initials: RS

Meeting Date: 4-10-18

Follow-up action: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Story County  
126 South Kellogg Ave  
Ames, IA, 50010

Prior to formally adopting this policies and procedures manual, you should review to ensure it meets the needs of your organization, including any internal, local or state statutes that may exist.

# Public Access Defibrillation

## Policies and Procedures

### Table of Contents

AED Overview	Section 1.0
Definitions	Section 2.0
Program Coordinator	Section 3.0
Equipment Requirement	Section 4.0
Training Requirements	Section 5.0
AED Protocols	Section 6.0
Quality Assurance	Section 7.0

### Appendices

Phone List	Appendix A
Equipment Location	Appendix B

## 1.0 - AED Overview

This document applies to the company's use of the Automatic External Defibrillator (AED) mentioned in Section 4.0

Any and all use of the AED, training requirements, policies and procedures reviews, and post event reviews will be under the auspices of the Medical Director/Prescribing Physician, a licensed physician in Iowa.

## 2.0 - Definitions

This section defines terms related to AED policies and procedures.

### Definitions

1.	AED shall refer to the FDA-approved automated external defibrillator capable of cardiac rhythm analysis, which will charge and deliver a shock after electronically detecting and assessing ventricular fibrillation or rapid ventricular tachycardia when applied to an unconscious patient with absent respirations and no signs of circulation. The AED requires user interaction in order to deliver a shock.
2.	An AED Responder refers to an individual, who has successfully completed a nationally-recognized CPR/AED-training program, has successfully passed the appropriate competency-based written and skills examinations to receive CPR/AED certification, and maintains competency by participating in periodic reviews. The AED Responders shall also adhere to policies and procedures in this manual.
3.	AED Service Provider means any agency, business, organization or individual who purchases an AED for use in a medical emergency involving an unconscious person who has no signs of circulation. This definition does not apply to individuals who have been prescribed an AED by a physician for use on a specifically identified individual.
4.	Prescribing Physician is a physician licensed in Iowa, who issues the Medical Authorization for the AED Service Provider's AED program.
5.	Medical Director meets the requirement of a prescribing physician and may also be the prescribing physician. The Medical Director reviews and approves the guidelines for emergency procedures related to the use of the AED. Additionally, the Medical Director provides post-event evaluation for the AED Service Provider.

## 3.0 - Program Coordinator

At all times, while these policies and procedures are in effect, Story County will maintain a program coordinator. The Program Coordinator is responsible for the overall coordination, implementation, and continued operation of the program. As of the effective date of these policies and procedures, the Program Coordinator is Global Administrator.

1.	The program coordinator or alternate contact will be available in person or by phone within a reasonable amount of time to answer any questions or concerns of the AED Responders.
2.	The program coordinator or designee shall ensure that all issues related to training, such as scheduling of basic and periodic reviews, maintenance of training standards and AED Responder status, and record keeping is managed on a continuing basis.
3.	The program coordinator or designee will assure that all equipment stock levels are maintained and/or ordered as stipulated in "Equipment Requirement" and readiness checks and record maintenance are done in accordance with manufacturer's recommendations and any state or local laws.

4.	If the program coordinator or designee needs to have a quality assurance issue addressed, she/he may contact the Medical Director.
5.	The program coordinator will have a list of the appropriate telephone numbers in compliance with above paragraphs, numbers 1 and 4. (Appendix A).

**4.0 - Equipment Requirement**

The type and number of AEDs and related equipment will be maintained at each site as outlined below. The program coordinator or designee will assure replacements are ordered as soon as possible. Equipment is located as shown in Appendix B.

The following stock levels and expiration dates will be checked every month and maintained as follows:

Item Description	Quantity
Philips HeartStart FRx	1

Readiness will be checked at least every 30-days and after every AED use, according to the manufacturer's recommended guidelines. Records will be maintained using the Arch system available at [aedsuperstore.onlineoversight.com](http://aedsuperstore.onlineoversight.com).

## 5.0 - Training Requirements

The training requirements for AED Responders are outlined below.

The course shall comply with the American Heart Association (AHA), American Red Cross (ARC) or a nationally recognized CPR curriculum.

1.	The AHA or ARC training standards should include, but may not be limited to, the following.	
	a.	Basic CPR skills
	b.	Proper use, maintenance, and periodic inspection of an AED
	c.	The importance of CPR, defibrillation, and advanced life support
	d.	How to recognize the warning signs of heart attack and stroke
	e.	Assessment of an unconscious patient to include evaluation of airway, breathing, and movement, to determine if cardiac arrest may have occurred and the appropriateness of applying and activation of an AED
	f.	Information relating to defibrillator safety precautions to enable the individual to administer shocks without jeopardizing the safety of the patient or the AED Responder or other nearby persons to include, but not limited to
	1)	Age and weight restrictions for the use of the AED
	2)	Presence of water or liquid on or around the victim
	3)	Presence of transdermal medications, implanted pacemakers or automatic implanted cardioverter-defibrillators
2.	All successful participants will receive a CPR/AED course completion card.	
3.	Basic and review sessions will be conducted according to the following schedule:	
	a.	CPR/AED renewal will be conducted at least every other year
	b.	Periodic reviews will be at the discretion of the Medical Director. The program coordinator may schedule reviews more often if necessary
4.	Training records will be maintained by the program coordinator and will include documentation of course participants, training courses taken, and dates courses were taken. Information can be updated, stored, and saved in Arch by visiting <a href="http://aedsuperstore.onlineoversight.com">aedsuperstore.onlineoversight.com</a> .	

## 6.0 - AED Protocols

In order to be eligible to use an AED on an appropriate patient, AED Responders will:

1.	Meet the training requirements set forth in these policy and procedures
2.	Pass competency-based written and skills recognition examinations, as required by nationally-recognized CPR/AED training agencies
3.	Comply with the requirements set forth in these policies and procedures. Failure to comply with these requirements may result in the suspension of the individual's authorization.

The authorization period for a trained responder will stay in effect as long as he/she adheres to the program guidelines.

### Internal Emergency Response System – The American Heart Association's Chain-of-Survival

It is recommended that Story County follow the American Heart Association's Chain-of-survival when responding to possible cardiac arrest emergencies. A copy of the AHA's chain of survival can be found by visiting [www.heart.org](http://www.heart.org).

As of the effective date of this policies and procedures manual, the AHA's Chain of Survival is:

1.	Recognize an Emergency
2.	Call 911
3.	Begin CPR
4.	Use an AED

### AED Deployment Protocols

It is recommended that Story County deploy your AED in accordance with your AED manufacturer's recommendations.

Your AED Manufacturer(s) is/are: Philips

A copy of your AED manufacturer's deployment and maintenance recommendations can be found on their website(s): [www.philips.com](http://www.philips.com)

*When EMS arrives:*

1.	AED Responder working on the patient should document and communicate important information to the EMS provider such as:
----	---

	a.	Patient's name
	b.	Time patient was found
	c.	Initial and current condition of the victim
2.	Assist as requested by EMS personnel	

*Post-use Procedure:*

1.	Complete documentation of the sudden cardiac arrest event no more than 24 hours following the event	
2.	Give all documentation to the program coordinator	
3.	Program coordinator will contact the AED vendor to download event data from AED. Do not remove the battery. The AED vendor can be contacted through the Arch system at <a href="http://aedsuperstore.onlineoversight.com">aedsuperstore.onlineoversight.com</a> or: 800-277-8269	
		AED Superstore
		<a href="mailto:support@onlineoversight.com">support@onlineoversight.com</a>
4.	Coordinator will assure that documentation is sent to the Medical Director as soon as possible	
5.	Program coordinator or designee should conduct emergency incident debriefing as needed	

*Equipment Maintenance: To be performed no less than every 30 days*

Organization's AED unit should be maintained in accordance with the AED manufacturer's recommended guidelines. For more information on your AED unit's manufacturer, visit: manufacturer's homepage. Typically, the AED manufacturer's guidelines include, but aren't limited to, the following:

1.	Inspect the exterior and connector for dirt or contamination	
2.	Check supplies, accessories and spares for expiration dates and damage	
3.	Check operation of the AED by ensuring the AED unit's "readiness indicator" indicates that the AED is ready for use. For your AED unit, you must be able to answer "yes" to the following question:	
	Model	Readiness Question
	Philips HeartStart FRx	Is the Readiness Indicator on your AED flashing green?

**7.0 - Quality Assurance**

After AED use, the following quality assurance procedures will be utilized:

1.	The program coordinator or designee shall be notified within 24 hours any time after the AED is deployed (even if no “shock” is delivered). Quality assurance shall be maintained by way of retrospective evaluation of the medical care rendered by the AED Responders on scene and during transfer of the patient to the appropriate transporting agency personnel.	
2.	If grief counseling is deemed necessary, referrals may be made to professional grief counseling organizations.	
3.	In addition to information obtained from the AED, documentation of the incident shall be completed as follows:	
	a.	Documentation shall be initiated whether or not defibrillation (“shocks”) were delivered.
	b.	The following information shall be provided if known: (AED Post Incident Report)
	1)	Patient’s Age
	2)	Patient’s Sex
	3)	Patient’s Date of Birth
	4)	Estimated Start Time of the Incident
	5)	Date of the Incident
	6)	Location of the Incident
	7)	Was CPR initiated prior to application of the AED?
	8)	Was the incident witnessed?
	9)	Time the first Shock was delivered
	10)	Total number of shocks delivered
	11)	Was the data downloaded by Story County?
	12)	Was the data downloaded by EMS or the hospital providing care to the patient?
	13)	Brief narrative
4.	The AED Post Incident Report is to be sent to the Medical Director.	
5.	The medical director, program coordinator, and/or designee will review the AED record of the event and the AED Post Incident Report and may interview the AED Responders involved in the emergency to ensure that:	
	a.	The AED Responders quickly and effectively set up the necessary equipment
	b.	When indicated, the initial defibrillation shock(s) were delivered within an appropriate amount of time given the particular circumstances.
	c.	Adequate basic life support measures were maintained
	d.	Following each shock or set of shocks, as appropriate, the person was assessed accurately and treated appropriately.
	e.	The defibrillator was activated safely and correctly

6.	The medical director will determine the occurrence and the range of action to be taken in response to identified problems or deficiencies, if any, as well as actions to be commended and notify the coordinator.
7.	A copy of the AED Post Incident Report is to be sent to your local EMS Agency (if required)

Following the post incident review, a copy of all written documentation concerning the incident will be sent to the medical director and maintained on site for a period of not less than seven (7) years from the incident date.

## APPENDIX A - CONTACT PHONE LIST

### **If you are experiencing an emergency, dial 9-1-1**

For information and assistance regarding the AED program, the individuals listed below may be contacted. Every effort should be made to first contact the program coordinator or alternate contact. Only in a case of an emergency event or when the program coordinator or alternate cannot be reached, will contact be made with the Medical Director. If any contact information changes, the program coordinator should be notified within 72 hours.

Role	Name	Phone Number
Program Coordinator	Alissa Wignall	515-382-7204
AED Vendor	AED Superstore	800-277-8269
Medical Director	Provided by Annuvia	(866) 364-7940
Manufacturer	Philips	866-333-4246

## APPENDIX B - EQUIPMENT LOCATION

Placement	Serial Number
1st Floor on East Wall by the mailboxes - Human Services Center 126 S. Kellogg Ave, Ames I A50010	B17I-09785

# Iowa Department of Transportation

	<b>SECONDARY ROAD</b>	County:	Story County
	<b>BUDGET</b>	Fiscal Year:	2019
		Version:	Original

## COUNTY CERTIFICATION

This Secondary Road Budget was adopted by the Board of Supervisors on \_\_\_\_\_ Date \_\_\_\_\_

### ATTESTED

	County Auditor	4.10.18	Date
	County Engineer	4-2-18	Date
	Chairperson, Board of Supervisors	4.10.18	Date

### IOWA DOT BUDGET APPROVALS

Recommended Approval: _____	OIS Reviewer _____	_____	Date
Approved: _____	Director, Office of Local Systems _____	_____	Date

**F. Y. 2019 SECONDARY ROAD BUDGET for Story County  
Original**

	Actual Receipts Prior Years				Estimated Receipts			
	2 <sup>nd</sup> Prior		1 <sup>st</sup> Prior		Current		Next	
	From: 01-Jul-2015 To: 30-Jun-2016	From: 01-Jul-2016 To: 30-Jun-2017	From: 01-Jul-2017 To: 30-Jun-2018	From: 01-Jul-2018 To: 30-Jun-2019				
1. County Auditor's Secondary Road Fund Beginning Balance	\$3,491,117	\$4,923,375	\$6,484,706	\$2,640,541				
2. Receipts from Property Tax Levies	\$2,440,000	\$2,540,500	\$2,571,000	\$2,670,000				
2A. Local Option Sales Tax	\$0	\$0	\$0	\$0				
3. Regular Road Use Tax Received	\$3,863,620	\$4,022,999	\$3,741,894	\$3,768,284				
3b. Amount for 306.4(a3)	\$34,305	\$34,462	\$33,450	\$33,725				
3c. Time Z1	\$421,116	\$384,177	\$434,646	\$472,551				
4. RISE Funds	\$0	\$0	\$0	\$0				
5. Bridge Replacement Funds	\$828,232	\$476,732	\$0	\$0				
6. Proposed transfer of FM funds to Local Secondary Fund, (Section 309.10 - Code of Iowa)	\$0	\$0	\$0	\$0				
7. Tax Refunds (-) and/or Credits (+), (Section 309.10 - Code of Iowa)	\$30,418	\$0	\$0	\$0				
8. Miscellaneous Receipts	\$145,426	\$186,197	\$102,245	\$26,000				
Miscellaneous	\$0	\$0	\$60,000	\$60,000				
Drainage District	\$0	\$0	\$85,000	\$7,500				
State/Local	\$0	\$0	\$7,500	\$25,000				
SWAP Reimb - Bridges	\$0	\$0	\$25,000	\$20,000				
Fuel Tax	\$0	\$0	\$15,000	\$20,000				
Trip Permit	\$0	\$0	\$294,745	\$578,500				
9. Total of Miscellaneous Receipts (Sum of 7a through 7f)	\$145,426	\$186,197	\$294,745	\$578,500				
10. TOTAL RECEIPTS (Add Lines 1, 2, 3, 4, 5, 6, & 8)	\$11,254,234	\$12,568,442	\$13,560,441	\$10,163,601				
11. Road Use Tax Funds transferred or to be transferred by State Treasurer, at county request, to FM fund for construction.	\$0	\$0	\$0	\$0				

**F. Y. 2019 SECONDARY ROAD BUDGET for Story County COUNTY**  
**Original**

	Actual Expenditures Prior Years		Estimated Expenditures	
	2 <sup>nd</sup> Prior From: 01-Jul-2015 To: 30-Jun-2016	1 <sup>st</sup> Prior From: 01-Jul-2016 To: 30-Jun-2017	Current From: 01-Jul-2017 To: 30-Jun-2018	Next From: 01-Jul-2018 To: 30-Jun-2019
<b>Summary of Actual and Proposed Expenditures</b>				
<b>70X * Administration and Engineering</b>				
700 Administration Expenditures (100)	\$208,978	\$223,770	\$202,800	\$224,650
701 Engineering Expenditures (100)	\$370,934	\$408,668	\$340,000	\$409,120
<b>TOTAL - ADMINISTRATION &amp; ENGINEERING :</b>	<b>\$579,912</b>	<b>\$632,438</b>	<b>\$542,800</b>	<b>\$633,770</b>
<b>020 * Construction</b>				
Adjusted Construction Program Expenditures (300) on FM and Local Sec. Roads <i>(With other than FM funds --- See Accomplishment Year projects)</i>	<b>\$1,076,077</b>	<b>\$678,569</b>	<b>\$3,675,000</b>	<b>\$1,275,000</b>
<b>71X * Roadway Maintenance</b>				
710 Bridges and Culverts (420, 430)	\$173,873	\$156,468	\$212,000	\$209,000
711 Roads (4250, 460, 480)	\$2,405,601	\$2,489,822	\$2,566,550	\$2,425,960
712 Snow and Ice Control (520)	\$315,004	\$251,106	\$353,600	\$331,840
713 Traffic Controls (590)	\$227,652	\$243,588	\$286,000	\$276,000
714 Road Clearing (490)	\$132,215	\$191,658	\$177,900	\$187,780
<b>TOTAL - ROADWAY MAINTENANCE :</b>	<b>\$3,254,345</b>	<b>\$3,332,642</b>	<b>\$3,596,050</b>	<b>\$3,430,580</b>
<b>72X * General Roadway</b>				
720 New Equipment (610)	\$399,826	\$324,461	\$611,000	\$1,060,000
721 Equipment Operations (620, 630, 650)	\$1,001,429	\$1,091,624	\$1,249,450	\$1,306,950
722 Tools, Materials and Supplies (655, 660, 670, 680, 690)	\$17,374	\$18,871	\$16,600	\$39,000
723 Real Estate and Buildings (800)	\$1,896	\$5,131	\$1,229,000	\$65,000
<b>TOTAL - GENERAL ROADWAY :</b>	<b>\$1,420,525</b>	<b>\$1,440,087</b>	<b>\$3,106,050</b>	<b>\$2,470,950</b>
<b>TOTAL EXPENDITURES (70X + 020 + 71X + 72X)</b>	<b>\$6,330,859</b>	<b>\$6,083,736</b>	<b>\$10,919,900</b>	<b>\$7,810,300</b>
County Auditor's Bal. of Sec. Road Fund at end of Fiscal Year	\$4,923,375	\$6,484,706	\$2,640,541	\$2,353,301
<b>TOTAL (Must equal receipts) [Does not include transfer of Road Use Tax to FM Fund]</b>	<b>\$11,254,234</b>	<b>\$12,568,442</b>	<b>\$13,560,441</b>	<b>\$10,163,601</b>

\* Control Items



**STORY COUNTY BOARD  
OF SUPERVISORS  
MARTIN R. CHITTY  
LAURIS A. OLSON  
RICK G. SANDERS**

Story County Administration  
900 6<sup>th</sup> Street  
Nevada, IA 50201  
515-382-7200  
515-382-7206 (fax)

April 10, 2018

Tony Gustafson, P.E.  
Assistant District Engineer  
Iowa DOT District 1 Office  
1020 S. Fourth Street  
Ames, IA 50010

**Subject:** Comments regarding the proposed 580<sup>th</sup> Avenue interchange project at U.S. HWY 30 planned in unincorporated Story County (Project# NHSX-030-5(258)—3H-85)

Dear Mr. Gustafson,

We recently received your response to our December 19<sup>th</sup> letter that outlined some questions that we had about the proposed interchange project at 580<sup>th</sup> Avenue and U.S. HWY 30. Your letter addressed the majority of our concerns but we do have a couple of follow up questions.

First, thank you for agreeing to leave 590<sup>th</sup> Ave. open at Hwy 30. We understand that the DOT will need to close 590<sup>th</sup> in the future if intersection improvements are completed to the east or if safety concerns arise at this location. We also understand that the DOT plans to fund the construction of this interchange and the associated frontage roads. It is proposed that the County take ownership and maintain some of these new frontage roads. While this makes sense for some of these frontage roads, we are not sure that this makes sense for the northwest local connector as this roads heads back to the DOT maintenance facility. It may be better for the DOT to take ownership of this frontage road since your trucks will be traveling it anyway and you may be able to provide a higher level of service with respect to maintenance. We also have a question about future maintenance of 241<sup>st</sup> St. that the DOT currently owns and maintains on the south side of Hwy 30. We would be happy to meet with you to work through these issues as you move forward with your improvement plans on Hwy 30.

Thank you for your consideration of the Board of Supervisors' comments regarding the proposed 580<sup>th</sup> Avenue and U.S. HWY 30 interchange project.

Sincerely,

A handwritten signature in black ink, appearing to read 'Rick Sanders', with a long horizontal flourish extending to the right.

Rick Sanders  
Chair, Story County Board of Supervisors



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

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

April 5, 2018

Story County Board of Supervisors  
900 6<sup>th</sup> Street  
Nevada, IA 50201

Dear Board of Supervisors,

Story County began self-funding dental insurance July 1, 2016 with Delta Dental as the third-party administrator. For the FY19 renewal, I am recommending adding the "To Go" benefit to our plans which allows an individual to carry over any portion of the unused annual maximum from one year to the next. I am also recommending reducing the dental rates effective July 1, 2018 as follows:

**Plan 1**

Single - \$36.00/month  
Family - \$105.00/month

**Plan 2**

Single - \$31.00/month  
Family - \$97.00/month

Both plan designs will remain the same for FY19.

Sincerely,

Alissa Wignall  
Direct of Internal Operations and Human Resources

**APPROVED**

**DENIED**

Board Member Initials: RS  
Meeting Date: 4-10-18  
Follow-up action: 7-

# To Go<sup>SM</sup>

Increase Your Annual Benefit Maximum



To Go allows you to carry over any unused annual maximums from one year to the next. This benefit offers more flexibility and helps you plan for more extensive and costly dental treatments in subsequent years.

## How To Go Works

For example, if your plan has an annual maximum of \$1,500, here is how you can use To Go.

Year 1		Year 2		Year 3	
Annual Benefit Maximum	\$1,500	Annual Benefit Maximum	\$1,500	Annual Benefit Maximum	\$1,500
Eligible Benefit Used	\$500	To Go Benefit from Year 1	\$1,000	To Go Benefit from Year 2	\$1,500
Unused Annual Benefit Maximum	\$1,000	Year 2 Annual Benefit Maximum	\$2,500	Year 3 Annual Benefit Maximum	\$3,000
To Go - Annual Maximum Carryover (for use in year 2)	\$1,000	Eligible Benefit Used	\$500	Eligible Benefit Used	\$1,500
		Unused Annual Benefit Maximum	\$2,000	Unused Annual Benefit Maximum	\$1,500
		To Go - Annual Maximum Carryover (for use in year 3)	\$1,500*	To Go - Annual Maximum Carryover (for use in year 4)	\$1,500*

## Questions?

If you have any questions about your dental benefits, visit the Delta Dental website at [deltadentalia.com](http://deltadentalia.com) and log into the Member Connection or you can call customer service at 800-544-0718.

### To Go Guidelines:

1. You must be covered under the plan for the full benefit plan year, with coverage for major services, and not subject to any benefit waiting periods for these services.
2. You must have submitted at least one claim during the benefit plan year that would apply to your annual maximum.
3. The carryover amount may not exceed the amount of the regular annual maximum and the total combined annual maximum may not exceed twice the regular annual maximum.

\* The To Go - Annual Maximum Carryover amount cannot exceed the annual benefit maximum.



Story County  
 Group # 35356  
 Rating Period 7/1/16 through 6/30/19  
 Financial Exhibit

Delta Dental Premier®

Experience Period	Claims Paid 12/1/16 through 11/30/17	
	Claims Paid 12/1/16 through 11/30/17	\$87,726
	Adjustment of Claims to Incurred Basis	\$2,713
	Incurred Claims	\$90,439
	Trend in Claims	\$5,797
	Projected Claims Based on Current Experience	\$96,236
	Claims and Enrollment Fluctuation Adjustment	(\$6,696)
	<b>Projected Annual Claims Based on Current Enrollment</b>	<b>\$89,540</b>

<u>Fixed Fees</u>	<b>Per Contract</b>	
Operating Costs	\$6.15	\$9,520
Broker Fee	\$2.68	\$4,149
<b>Subtotal Fixed Fees</b>	<b>\$8.83</b>	<b>\$13,669</b>

**Projected Annual Expense** \$103,209



Story County  
 Group # 35356  
 Rating Period 7/1/16 through 6/30/19  
 Financial Exhibit

Delta Dental Premier®

Plan 1

<b>Current Enrollment</b>	
<u>Single</u> 31	<u>Family</u> 25
<b>Projected Claim Factors 7/1/18 through 6/30/19</b>	
<u>Single</u> \$30.43	<u>Family</u> \$89.13
<b>Fixed Fees</b>	
<u>7/2016</u> \$8.68	<u>7/2017</u> \$8.68
	<u>7/2018</u> \$8.83
<b>Suggested Rates 7/1/18 through 6/30/19</b>	
<u>Single</u> \$34.64	<u>Family</u> \$103.48

Delta Dental Premier®

Plan 2

<b>Current Enrollment</b>	
<u>Single</u> 32	<u>Family</u> 41
<b>Projected Claim Factors 7/1/18 through 6/30/19</b>	
<u>Single</u> \$26.19	<u>Family</u> \$82.42
<b>Fixed Fees</b>	
<u>7/2016</u> \$8.68	<u>7/2017</u> \$8.68
	<u>7/2018</u> \$8.83
<b>Suggested Rates 7/1/18 through 6/30/19</b>	
<u>Single</u> \$30.39	<u>Family</u> \$96.77

Percent of Premium Contributed by Employer: Single \_\_\_\_\_ % Family \_\_\_\_\_ % Total Employees Enrolled \_\_\_\_\_ Total Employees Eligible \_\_\_\_\_



**Delta Dental of Iowa**

**Summary of Covered Services and Benefits: Alternate 1 - Plan 1**

**Story County Group # 35356**

<b>Deductibles, Maximums &amp; Eligibility</b>	<b>Delta Dental Premier*</b>
- Individual Deductible	\$25
- Family Deductible	\$75
- Deductible applies to Check-Ups and Teeth Cleaning?	No
- Benefit Period Maximum	\$1,000
- Eligible children to age	26
- Full-time (unmarried) students eligible to age	99
- Does Individual Deductible apply to Orthodontics?	No
- Orthodontic lifetime maximum	\$750
- Orthodontics: Eligible children to age	19
- Orthodontics: Full-time students eligible to age	19
- Adult Orthodontics	No
<b>Benefits</b>	
<b>Check-Ups and Teeth Cleaning</b>	<b>100%</b>
<b>(Diagnostic and Preventive Services)</b>	
- Dental Cleaning	
- Oral Evaluations	
- Fluoride Applications	
- X-Rays	
- Sealant Applications	
- Space Maintainers	
<b>Cavity Repair and Tooth Extractions</b>	<b>80%</b>
<b>(Routine and Restorative Services)</b>	
- Emergency Treatment	
- General Anesthesia/Sedation	
- Restoration of Decayed or Fractured Teeth	
- Limited Occlusal Adjustments	
- Routine Oral Surgery	
- Consultations	
- Posterior Composites w/ Alternate Processing	
<b>Root Canals (Endodontic Services)</b>	<b>80%</b>
- Apicoectomy	
- Direct Pulp Cap	
- Pulpotomy	
- Retrograde Fillings	
- Root Canal Therapy	
<b>Gum and Bone Diseases (Periodontal Services)</b>	<b>80%</b>
- Conservative Procedures (Non-surgical)	
- Complex Procedures (Surgical)	
- Periodontal Maintenance Therapy	
<b>High Cost Restorations (Cast Restorations)</b>	<b>80%</b>
- Cast Restorations	
- Crowns	
- Inlays	
- Onlays	
- Post and Cores	
- Recementing Crowns/Inlays/Onlays	
<b>Dentures and Bridges (Prosthetic Services)</b>	<b>50%</b>
- Bridges	
- Dentures	
- Repairs and Adjustments	
- Recementing of Bridges	
- Implants	
<b>Straighter Teeth (Orthodontics)</b>	<b>50%</b>
<b>Additional Options</b>	
-Enhanced Benefits Program	Included
- Annual Maximum (Covered Person)	\$1,000

This dental plan includes the Enhanced Benefits Program (EBP) which allows additional benefits for Covered Person(s) with designated dental or medical conditions.

The dental plan is subject to the Annual Maximum. Certain services are not covered under this plan. For more information, please refer to the plan document.

This is a general description of coverage. It is not a statement of your contract. Actual coverage is subject to terms and conditions specified in the benefits document itself and enrollment regulations in force when the benefits become effective. Certain exclusions and limitations apply. Please refer to your dental benefits document for details.



Financial Exhibit :

Alternate 1 - Plan 1

Story County  
Group # 35356

Changes on the Summary of Covered Services and Benefits exhibit are shown in red; all other benefits remain the same.

Employer Contribution

Complete this Section\*

	ER Contribution*		
Single	_____		Number of benefit Eligible Employees* _____
Family	_____		

Plan Costs

Rates guaranteed from 07/01/2018 through 06/30/2019

	<u>Single</u>	<u>Family</u>	<u>Annual Expense</u>
Contracts	31	25	
Self-insured incurred claim estimates	\$31.04	\$90.91	\$38,820
Self-insured Administrative Fees - Weekly Settlement		<b>PEPM</b>	
Administrative Fee		\$6.15	
Broker Fee		\$2.68	
Total Administrative Fee		<u>\$8.83</u>	
Recommended Rates (Includes Admin)	\$35.78	\$104.81	\$44,754

Please sign below and return to Delta Dental of Iowa at fax # 888-337-5157

\*Please update employer contribution and number of benefit eligible employees above and sign below.

Signature \_\_\_\_\_

Date \_\_\_\_\_

## Delta Dental of Iowa

### Summary of Covered Services and Benefits: Alternate 1 - Plan 2

#### Story County Group # 35356

Deductibles, Maximums & Eligibility	Delta Dental Premier*
- Individual Deductible	\$25
- Family Deductible	\$75
- Deductible applies to Check-Ups and Teeth Cleaning?	No
- Benefit Period Maximum	\$1,000
- Eligible children to age	26
- Full-time (unmarried) students eligible to age	99
- Does Individual Deductible apply to Orthodontics?	No
- Orthodontic lifetime maximum	\$1,500
- Orthodontics: Eligible children to age	19
- Orthodontics: Full-time students eligible to age	19
- Adult Orthodontics	No
<b>Benefits</b>	
<b>Check-Ups and Teeth Cleaning (Diagnostic and Preventive Services)</b>	100%
- Dental Cleaning	
- Oral Evaluations	
- Fluoride Applications	
- X-Rays	
- Sealant Applications	
- Space Maintainers	
<b>Cavity Repair and Tooth Extractions (Routine and Restorative Services)</b>	80%
- Emergency Treatment	
- General Anesthesia/Sedation	
- Restoration of Decayed or Fractured Teeth	
- Limited Occlusal Adjustments	
- Routine Oral Surgery	
- Consultations	
- Posterior Composites w/ Alternate Processing	
<b>Root Canals (Endodontic Services)</b>	50%
- Apicoectomy	
- Direct Pulp Cap	
- Pulpotomy	
- Retrograde Fillings	
- Root Canal Therapy	
<b>Gum and Bone Diseases (Periodontal Services)</b>	50%
- Conservative Procedures (Non-surgical)	
- Complex Procedures (Surgical)	
- Periodontal Maintenance Therapy	
<b>High Cost Restorations (Cast Restorations)</b>	50%
- Cast Restorations	
- Crowns	
- Inlays	
- Onlays	
- Post and Cores	
- Recementing Crowns/Inlays/Onlays	
<b>Dentures and Bridges (Prosthetic Services)</b>	50%
- Bridges	
- Dentures	
- Repairs and Adjustments	
- Recementing of Bridges	
- Implants	
<b>Straighter Teeth (Orthodontics)</b>	50%
<b>Additional Options</b>	
-Enhanced Benefits Program	Included
<small>*Annual Maximum: See Your Delta Dental Plan Document</small>	<small>Included</small>

This dental plan includes the Enhanced Benefits Program (EBP) which allows additional benefits for Covered Person(s) with designated dental or medical conditions.

This is a general description of coverage. It is not a statement of your contract. Actual coverage is subject to terms and conditions specified in the benefits document itself and enrollment regulations in force when the benefits become effective. Certain exclusions and limitations apply. Please refer to your dental benefits document for details.

This is a general description of coverage. It is not a statement of your contract. Actual coverage is subject to terms and conditions specified in the benefits document itself and enrollment regulations in force when the benefits become effective. Certain exclusions and limitations apply. Please refer to your dental benefits document for details.



Financial Exhibit :

Alternate 1 - Plan 2

Story County  
Group # 35356

Changes on the Summary of Covered Services and Benefits exhibit are shown in red; all other benefits remain the same.

Employer Contribution

Complete this Section\*

	ER Contribution*	
Single	_____	Number of benefit Eligible Employees* _____
Family	_____	

Plan Costs

Rates guaranteed from 07/01/2018 through 06/30/2019

	<u>Single</u>	<u>Family</u>	<u>Annual Expense</u>
Contracts	32	41	
Self-insured incurred claim estimates	\$26.71	\$84.07	\$51,620
Self-insured Administrative Fees - Weekly Settlement		<b>PEPM</b>	
Administrative Fee		\$6.15	
Broker Fee		\$2.68	
Total Administrative Fee		<u>\$8.83</u>	
Recommended Rates (Includes Admin)	\$30.72	\$96.67	\$59,355

**This dental plan proposal has been prepared with the following assumptions:**

The group consists of 51 or more eligible employees  
 Commissions, if applicable and noted in the rate section above, will be updated to standard.  
 Rates may be re-evaluated if enrollment fluctuates by more than 10% of the participation rate indicated above,  
 Changes in assumptions, group demographics, policy design and policy effective date may affect the rates.

Please sign below and return to Delta Dental of Iowa at fax # 888-337-5157

\*Please update employer contribution and number of benefit eligible employees above and sign below.

Signature \_\_\_\_\_

Date \_\_\_\_\_



# Board of Supervisors

## Story County, Iowa

### Holiday Policy

<b>Approval Date:</b>	<b>Effective Date:</b> 07/01/2018	<b>Revision No:</b> 01
<b>Reference:</b> BOS Minutes:  Initially Adopted:	<b>Distribution:</b> Employee Handbook, Intranet, S:drive; Policy Book	

#### General Policy

It is the policy of Story County to provide its employees paid time off for certain holidays as designated by the Board of Supervisors.

#### Scope

This policy is applicable to:

All Story County employees responsible to the Board of Supervisors.

All Story County employees responsible to a county elected office holder with the exception of statutory deputies and assistant county attorneys employed under the provisions of Iowa Code 331.904.

All employees not directly responsible to either the Board of Supervisors or an elected office holder and whose governing body and the Board of Supervisors have certified its applicability.

When there is a conflict between this policy and a collective bargaining agreement and/or the Iowa Code, the provisions of a collective bargaining agreement and/or the Iowa Code prevail.

#### Holidays

The County observes the following holidays each year:

New Year's Day	Veteran's Day
President's Day	Thanksgiving Day
Memorial Day	Friday following Thanksgiving
Independence Day	Two Days at Christmas
Labor Day	Two hours on December 31 <sup>st</sup> *

\*This time is allowed only if December 31<sup>st</sup> falls on a Monday Through Thursday.

**APPROVED**  
**DENIED**  
 Board Member Initials: AS  
 Meeting Date: 4-10-18  
 Follow-up action: 7 day review

Particular dates for each holiday will be determined by the Story County Board of Supervisors at the beginning of each calendar year. Holidays falling on a Saturday are normally observed on the preceding Friday. Holidays falling on a Sunday are normally observed on the following Monday.

### **Religious Holidays**

It is the policy of the County to permit absence from work with compensation for employees who wish to observe religious holidays of their faith, providing previous arrangements are made with the County for establishing an alternative work time. If an alternate work period cannot be arranged, an absence will be charged to vacation leave or to leave without pay.

### **Holiday Pay**

Full and part-time employees will receive their regular compensation for the holidays approved by the Board of Supervisors. Compensation for each designated holiday will consist of eight (8) hours. Employees shall not receive payment for any holiday if they have an unexcused absence or are not on the payroll the working day immediately preceding and following the holiday.

In the case where an employee is required to work on a designated holiday, that employee will be paid at the overtime rate for hours worked on the specific holiday. This shall be in addition to any holiday pay the employee would otherwise receive.

If a recognized holiday falls during an employee's scheduled vacation or any period of approved sick leave scheduled, it will be counted as a holiday and not charged to the employee's accumulated vacation or sick leave bank.

### **Overtime**

Holiday pay is considered work time for the purpose of computing overtime.



travel to the worksite to respond the employee shall be paid a minimum of two (2) hours. These hours will be considered work hours for the purpose of computing overtime.

**Call-Back Compensation**

In the event an employee is called to work outside their normal work hours and the hours do not connect with the beginning or end of the employee's regularly scheduled hours, the employee shall be paid a minimum of two (2) hours pay at his/her regular rate of pay. These hours will be considered work hours for the purpose of computing overtime.



### **Scheduling and Working Overtime**

Overtime work may be necessary to maintain County operations. Story County will try to give employees advance notice when overtime work is necessary, however, it will not always be possible to notify workers in advance. Overtime must be approved by an employee's immediate supervisor before it is worked. Overtime is considered a condition of employment, and refusal to accept it when reasonable notice has been given may result in disciplinary action. At the supervisor's discretion, an employee's work schedule may be adjusted during a work week to avoid overtime.

### **Compensatory Time**

Nonexempt employees may accrue compensatory time at the rate of one and one-half (1 ½) hours for each hour of overtime. The maximum number of hours that an employee may accrue is forty (40) hours. Once an employee reaches the maximum of forty (40) hours of compensatory time, overtime will be paid at the rate of one and one-half (1 ½) times the employee's regular hourly rate. The employee and his/her supervisor shall agree prior to July 1<sup>st</sup> of each year if compensatory time will be accrued or if overtime will be paid. Disagreements will be handled through normal problem resolution procedures. The employee will not be allowed to change from compensatory time to overtime and vice versa during the fiscal. In the even an employee elects to change from compensatory time to overtime from one fiscal year to the next, the amount of compensatory time will be paid out to the employee on the last payroll of June.

Compensatory time off must be requested in advance and approved by the department head or elected official or their designee. Compensatory time is to be used before any charge is made to accrued vacation allowance (unless the employee is at risk of losing vacation through the carryover provision).

### **Administrative Procedures**

The Human Resources Department shall be responsible for monitoring compliance with the Fair Labor Standards Act. In this regard, Human Resources will determine whether a position is classified as exempt or nonexempt and shall maintain a list of those positions which are determined to be exempt from the overtime pay provisions of the FLSA.

The Auditor's Office shall be responsible for time records in accordance with FLSA record-keeping requirements. All County departments and offices will forward time sheets and related payroll documentation to the Auditor's Office for all employees eligible to receive overtime compensation.



# Board of Supervisors

## Story County, Iowa

### Paid Leave Policy

(Bereavement Leave, Jury and Witness Duty, and Voting Leave)

<b>Approval Date:</b>	<b>Effective Date:</b>  07/01/2018	<b>Revision No:</b>  01
<b>Reference:</b> BOS Minutes:  Initially Adopted:	<b>Distribution:</b> Employee Handbook, Intranet, S:drive; Policy Book	

### General Policy

It is the policy of Story County to provide its employees with paid leave for reasons not otherwise covered by vacation or sick leave. The amount of leave which an employee may utilize for certain situations is determined by the provisions of this policy.

### Scope

This policy is applicable to:

All Story County employees responsible to the Board of Supervisors with the exception of temporary and seasonal employees.

All Story County employees responsible to a county elected officer holder with the exception of statutory deputies, assistant county attorneys employed under the provisions of Iowa Code 331.904, temporary and seasonal employees.

All employees not directly responsible to either the Board of Supervisors or an elected office holder and whose governing body and the Board of Supervisors have certified its applicability.

When there is a conflict between this policy and a collective bargaining agreement and/or the Iowa Code, the provisions of a collective bargaining agreement and/or the Iowa Code prevail.

### Bereavement Leave

The County acknowledges the need for their employees to attend funeral services of family members and recognizes the responsibility an employee may encounter during this time of loss. Employees are allowed to receive paid time away from work for preparation and/or attendance of the funeral for specified family members.

A period not to exceed forty (40) hours with pay may be granted to an employee upon his/her request due to the death of a member of the employee's immediate family. For the purpose of determining eligibility for bereavement leave, immediate family shall be defined as spouse, parent or step-parent, child (including step-children), brother, sister (including step-brother and step-sister), mother-in-law, father-in-law, son-in-law and daughter-in-law.

~~APPROVED~~      ~~DENIED~~  
 Board Member Initials: \_\_\_\_\_  
 Meeting Date: 9-10-18  
 Follow-up action: 7 day review

In the event of the death of an employee's grandparent (including step-grandparent) or grandchild (including step-grandchild), brother-in-law or sister-in-law the employee may be allowed up to twenty-four (24) hours off with pay.

A period of eight (8) hours with pay may be granted to an employee when attending funeral services for the employee's aunt or uncle.

Employees may be granted four (4) hours with pay when attending funeral services for fellow County employees as well as for fellow retired County employees. Payment for this time shall be made only if the funeral has actually been attended. Every attempt shall be made to ensure the daily activities of the department/office are not reduced and that the service to the public is maintained.

Department Heads and Elected Officials may request documentation from the employee that supports the requests for bereavement leave.

### **Jury and Witness Leave**

An employee shall receive full compensation during the employee's working day for appearance as a witness or jury member before a court, legislative committee or other judicial or quasi-judicial body, in an action involving the Federal Government, the State of Iowa, Story County or a political subdivision thereof, in response to a subpoena or when such an appearance is ordered in connection with the employee's work by the Department Head or Elected Official. Since jury duty is paid time off, any compensation received by the employee for court related activities shall be endorsed over to the County. Certification of the number of hours spent in such service shall be submitted to the County. When released from jury duty during working hours, the employee will report to work within two (2) hours unless otherwise arranged with the respective department head or elected official.

### **Voting Leave**

Every employee is encouraged to exercise his/her privilege to vote. Based on the schedule of hours of work for County employees, employees should be able to find time to vote either before or after their regularly scheduled hours. If for any good reason an employee is unable to vote before or after working hours, the County will grant leave to vote according to state law (Code of Iowa 49.109).

Employees shall request the time off to vote from their supervisor at least two working days prior to the Election Day and the Department Head or Elected Official shall designate the period of time to be taken, not to exceed three (3) hours. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift to provide minimal disruption to the normal work schedule.

### **Overtime**

Bereavement Leave, Jury and Witness Leave and Voting Leave are not considered work time for the purpose of calculating overtime.



# Board of Supervisors

Story County, Iowa

## Classification and Compensation Policy

<b>Approval Date:</b>	<b>Effective Date:</b> 07/01/2018	<b>Revision No:</b> 02
<b>Reference:</b> BOS Minutes:  Initially Adopted: 07/01/2016	<b>Distribution:</b> Employee Handbook, Intranet, <del>Policy Book</del> <b>APPROVED</b> <b>DENIED</b> <b>Board Member Initials:</b> <u>AS</u> <b>Meeting Date:</b> <u>4-10-18</u> <b>Follow-up action:</b> <u>7-day reviews</u>	

### GENERAL POLICY

This policy is intended to provide Story County with a system for ~~classifying and compensating~~ its employees to support the recruitment, motivation, ~~success and retention of qualified and~~ productive employees based on the principles of fairness and equity.

### SCOPE

This policy is applicable to all Story County employees responsible to the Story County Board of Supervisors and not covered by a collective bargaining agreement; all Story County employees responsible to a county elected office holder with the exception of statutory deputies, assistant county attorneys employed under the provisions of Iowa Code 331.904 and employees covered by a collective bargaining agreement; and all employees not directly responsible to either the Board of Supervisors or an elected office holder and whose governing body and the Board of Supervisors has certified its applicability.

### Classification Plan

Story County's current classification plan utilizes the Systematic Analysis and Factor Evaluation ® (SAFE) job evaluation system adopted by the County in 2012. The SAFE job evaluation system considers factors such as level of work, physical demands, supervision exercised, training ability, experience required, human relations skills, working conditions/hazards and impact on end results to determine the placement on the classification grade schedule.

Human Resources is responsible for maintaining the job classification plan, including an analysis of the duties and responsibilities assigned to and the qualification required for each position. Department Heads and Elected Officials shall cooperate with the Human Resources Department in maintaining an accurate and up-to-date job description for each regular position. New position descriptions or reclassification of existing position descriptions require approval of the Board of Supervisors. The addition of positions or reclassification of existing positions will normally be accomplished during the County's annual budget review. The Board of Supervisors may consider requests for addition of positions or reclassification of existing positions outside the annual budget review in its sole discretion in situations including but not limited to the

following: where there is an increase in workload or unanticipated increase in the duties and responsibilities assigned to a given position, the requested change provides greater efficiency of operations, situation where there is a change in key personnel and a reorganization of the department or office is desired, or a situation resulting from a change in external funding.

### **Compensation Plan**

Story County's compensation plan is designed to allow the County to recruit and retain qualified personnel. Human Resources is responsible for maintaining the County compensation plan and administering the pay practices and procedures established in this policy. This shall include periodic salary surveys of comparable position in other comparable organizations and making recommendations concerning the pay plan to the Board of Supervisors for approval.

Story County's compensation plan will consist of a pay matrix for various positions as determined by the Board of Supervisors and a Compensation Schedule that includes grade and pay ranges for professional and management level positions as determined by the Board of Supervisors. The pay matrix and compensation schedule will be approved by the Board of Supervisors prior to the beginning for each fiscal year. In the event an employee's wage/salary shall fall below the minimum of the pay matrix or pay grade, the employee's pay will be increased to the minimum rate of pay.

Hourly pay rates for temporary and seasonal staff shall be established on an as-needed basis. The Human Resources department shall recommend appropriate pay rates for such positions in consultation with the hiring department or office. The Board of Supervisors shall approve the hourly pay rates for temporary and seasonal staff.

### **Entrance Wage/Salary**

The wage/salary for a new non-bargaining employee will normally be established at the minimum of the salary range unless a new employee has credentials, experience or other relevant criteria to warrant a starting salary above the minimum. If the position is included on the pay matrix, the new employee may be initially placed on the matrix up to Step 3, with the approval of the Board of Supervisors. Salaries of professional and management level positions set at or above midpoint require approval from Human Resources and the Board of Supervisors. Recommendations for placement at or above mid-point will be considered when there are special labor market considerations or in recognition of a candidate's exceptional qualifications. Internal equity with current incumbents of the position, candidate qualifications, and relative success of the current and relevant prior recruitment history shall be used as determining factors for an individual's starting wage/salary.

### **Pay Increases**

The ability of the County to provide wage/salary increases or adjustments for non-bargaining employees is subject to available resources. At its discretion, the Board may authorize one or a combination of the types of pay increases listed below for non-bargaining employees.

1. Across-the-board increases (cost-of-living increases) adjust the pay of all employees on an equal basis. This type of increase does not distinguish or recognize individual employees' performance.
2. Step Increases adjust the pay of employees based on the employee's anniversary date. Non-bargaining employees whose positions fall on the pay matrix will receive a step increase on their anniversary date with the County until the maximum step is reached. Performance evaluations shall be completed and submitted to Human Resources on or before an employee's anniversary date in order to process the step increase. Step increases will be effective the pay period following an employee's anniversary date. An employee, who is on a performance improvement plan due to unsatisfactory job performance or receives a "below average" rating on his/her performance evaluation, shall not be eligible for a step increase. If this situation occurs, the employee will be eligible for the step increase six (6) months after his/her anniversary date if at that time performance is satisfactory and the employee is no longer on a performance improvement plan.
3. Merit Increases are designed to reward competent and contributing employee performance and to provide the appropriate incentives for high employee productivity. Employees whose positions are classified as professional and management as listed on the compensation schedule will be eligible for merit increases on their anniversary date. Employees' whose positions are on a pay matrix that includes step increases, will not be eligible for merit increases. In determining the appropriate merit increase, the Department Head or Elected Official may consider such factors as the employee's performance evaluation, contributions to the overall effectiveness/efficiency of the department, completion of special projects, experience, skills, abilities, attendance, any verbal counseling or disciplinary action or any other factors he/she deems appropriate. An employee, who is on a performance improvement plan due to unsatisfactory job performance or receives a "below average" rating on his/her performance evaluation, shall not be eligible for a merit increase. If this situation occurs, the employee will not be eligible for a merit increase during the current fiscal year. Performance evaluations shall be completed and submitted to Human Resources along with the merit increase recommendation form on or before an employee's anniversary date in order to process the information to submit to the Board of Supervisor's for their consideration to approve the merit increase. All recommendations for merit increases must be adequately documented prior to being processed by the Human Resources Department. Merit increases will be made effective the pay period following an employee's anniversary date. Merit increases will be award in .50% increments between 1% and 3%. The percentage range for merit increases is subject to Board approval during the budget review for each fiscal year. The Board of Supervisors has the ability to accept, lower or reject the recommended merit increase for an employee based on the documentation provided by the Department Head or Elected Official.

**Transfers**

When an employee is transferred from one position to another position within the same pay grade, he/she shall continue to receive the same pay rate.

**Promotions**

When an employee is promoted from a position in a lower pay grade to a different position in a higher pay grade, or his/her position is moved to a higher pay grade after re-evaluation, the employee shall receive a wage/salary increase of either five percent (5%) or the minimum rate established for the higher pay grade, whichever is greater. In the event that the promotion involves movement of two or more pay grade levels, the Board of Supervisors may, upon request and recommendation of the employing Department Head or Elected Official approve an increase greater than five percent (5%). If an employee is promoted from a position on the pay matrix to another position on the pay matrix, the employee will be placed at the next higher paying step in the new classification compared to the current pay of the position in which the employee is being promoted from.

**Demotions**

When an employee is demoted or voluntarily moves to a job that is graded lower than the previously held position, a pay decrease may occur. Consideration will be given to the reason for the change, the employee's work history and the difference between the employee's current rate of pay and the pay range of the grade to which the new position is assigned. If both positions fall on the pay matrix, the employee will be placed at the closest step compared to current pay. This step may be at or below the current pay, depending on the position to which the employee is being demoted.

**Compensation for Acting or Interim Department Head Assignments**

An employee who is appointed as Acting or Interim Department Head by the Board of Supervisors shall receive an increase to the minimum pay for the position or 5%, whichever is greater during the appointment. The Acting or Interim Department Head shall be responsible for all duties and responsibilities of the regular Department Head position. The employee's salary/wage will return to the original rate once the appointment is complete.

**Supplemental Pay**

The Board of Supervisors, at the request of the Department Head or Elected Official may approve additional compensation for non-exempt employees that possess a license or certification that is not required by the position, but allows the employee to perform additional functions related to their position. The amount of supplemental pay will be an additional \$1.00 per hour added to the base pay. Employees that possess a State of Iowa license issued in any major trade working in the Maintenance Technician job classification will receive an additional

\$2.00 per hour added to the base pay. An employee is only eligible for the amounts specified above regardless of the number of certifications or license an employee possess.





# Board of Supervisors

## Story County, Iowa

### Sick Leave Policy

<b>Approval Date:</b>	<b>Effective Date:</b>	<b>Revision No:</b>
	07/01/2018	01
<b>Reference:</b> BOS Minutes:  Initially Adopted:	<b>Distribution:</b> Employee Handbook, Intranet, S. drive, Policy Book <b>APPROVED</b> <b>DENIED</b> <b>Board Member Initials:</b> <u>RS</u> <b>Meeting Date:</b> <u>4-10-18</u> <b>Follow-up action:</b> <u>7-day review</u>	

#### General Policy

It is the policy of Story County to provide its employees paid sick leave. The amount of sick leave which an employee becomes entitled to is determined by the provisions of this policy.

#### Scope

This policy is applicable to:

All Story County employees responsible to the Board of Supervisors with the exception of temporary and seasonal employees.

All Story County employees responsible to a county elected officer holder with the exception of statutory deputies, assistant county attorneys employed under the provisions of Iowa Code 331.904, temporary and seasonal employees.

All employees not directly responsible to either the Board of Supervisors or an elected office holder and whose governing body and the Board of Supervisors have certified its applicability.

When there is a conflict between this policy and a collective bargaining agreement and/or the Iowa Code, the provisions of a collective bargaining agreement and/or the Iowa Code prevail.

#### Sick Leave Accrual Schedule

Full-time employees shall accrue sick leave at the rate of one and one-half (1 ½) days per month. Part-time employee shall accrue on a proportionate basis according to their percentage of full-time status. Sick leave may be accumulated up to nine hundred sixty (960) hours which is equivalent to one hundred twenty (120) working days. Part-time employees maximum accumulation will be based on their percentage of full-time status. Once the maximum sick leave has been accrued, there will be no further sick leave accrued until the sick leave bank falls below nine hundred sixty (960) hours.

#### Provisions

Payment of accrued sick leave benefits will begin on the first (1<sup>st</sup>) day of absence, computed at the employee's regular base pay. If a holiday falls within a paid sick leave, that day will be counted as a holiday and not as sick leave. Sick leave shall not be taken in advance of accrual.

Sick leave, up to a maximum of forty (40) hours per calendar year, beginning the first payroll of the calendar year, may be used to care for an immediate family member (mother, father, spouse or children) for medical reason.

All sick leave shall expire on the date of separation from the County and no employee shall be reimbursed for sick leave accrued but not used at the time of such separation.

When an employee requests vacation time for a definite period and the request is granted, any period of illness during the period of such leave shall be charged to sick leave upon the employee producing a written certificate from a licensed health care provider stating the duration of the illness and the time period that the employee would not have been able to work. The Department Head or Elected official will then determine the number of days to be credited to the employee's accrued vacation time, according to the physician's statement.

### **Overtime**

Sick leave is not considered work time for the purpose of calculating overtime.

### **Sick Leave Donation**

In the event that an employee exhausts his/her accumulated sick leave days, vacation, and accumulated compensatory time, the Board, upon the recommendation of the Director of Internal Operations and Human Resources may grant additional sick leave days, or, with permission from the affected individual, The Human Resources Director may request voluntary donations of sick leave from staff for use by the affected employee for his/her personal illness or injury. The Director of Internal Operations and Human Resources will determine the number of days to be granted on a case-by-case basis and in doing so will consider medical information supplied by the affected employee. Each employee may voluntarily donate up to 2 days of sick leave per request. Donations will be taken in the order received until the maximum number of days required is met. The Human Resources Director may approve and request additional donation days for the same individual if the original allotment runs out and the Director of Internal Operations and Human Resources deems it appropriate to offer additional extended leave. Donated sick leave days which are not used by the affected employee will be cancelled and not returned to donating employees.



# Board of Supervisors

## Story County, Iowa

### Uniform Allowance Policy

<b>Approval Date:</b>	<b>Effective Date:</b> <p style="text-align: center;">07/01/2018</p>	<b>Revision No:</b> <p style="text-align: center;">01</p>
<b>Reference:</b> BOS Minutes:  <p style="text-align: center;">Initially Adopted:</p>	<b>Distribution:</b> Employee Handbook, Intranet, S:drive; Policy Book <span style="color: red; font-weight: bold;">APPROVED</span> <span style="color: red; font-weight: bold;">DENIED</span>  <b>Board Member Initials:</b> <u>AS</u> <b>Meeting Date:</b> <u>4/10/18</u> <b>Follow-up action:</b> <u>7 day review</u>	

#### General Policy

It is the policy of Story County to provide employees with required uniforms and protective clothing or an allowance to purchase such items.

#### Scope

This policy is applicable to:

All Story County employees responsible to the Board of Supervisors.

All Story County employees responsible to a county elected office holder with the exception of statutory deputies and assistant county attorneys employed under the provisions of Iowa Code 331.904.

All employees not directly responsible to either the Board of Supervisors or an elected office holder and whose governing body and the Board of Supervisors have certified its applicability.

When there is a conflict between this policy and a collective bargaining agreement and/or the Iowa Code, the provisions of a collective bargaining agreement and/or the Iowa Code prevail.

#### Uniforms

Uniforms and clothing requirements will be determined by each individual department or office. Uniform allowances will be approved by the Board of Supervisors through the budgeting process or at a regular Board meeting. The amount of the allowance shall be based on the uniform or clothing requirement set by the individual department or office. Original receipts must be submitted by June 1<sup>st</sup> of each year to be eligible for reimbursement. Purchases must be made during the fiscal year in which reimbursement is requested. The County will comply with IRS regulations in determining whether the allowance is taxable or nontaxable to the employee.

#### Safety Shoes or Boots

Each employee that is required to wear safety shoes or boots per OSHA regulations shall be allowed up to \$200.00 per year for the purchase of safety-toed footwear. Original receipts must be submitted by June 1<sup>st</sup> of each year to be eligible for reimbursement. The purchase must be made during the fiscal year in

which reimbursement is requested. Safety shoes or boots if required to be worn as a condition of employment are nontaxable.



# Board of Supervisors

## Story County, Iowa

### Vacation Policy

<b>Approval Date:</b>	<b>Effective Date:</b> 07/01/2018	<b>Revision No.:</b> 01
<b>Reference:</b> BOS Minutes:  Initially Adopted:	<b>Distribution:</b> Employee Handbook, Intranet, S Drive, Policy Book	

**APPROVED**      **DENIED**

**Board Member Initials:** RS

**Meeting Date:** 4-10-18

**Follow-up action:** 7 day review

#### General Policy

It is the policy of Story County to provide its employees paid vacation leave. The amount of vacation leave which an employee becomes entitled to is determined by the provisions of this policy.

#### Scope

This policy is applicable to:

All Story County employees responsible to the Board of Supervisors with the exception of temporary and seasonal employees.

All Story County employees responsible to a county elected officer holder with the exception of statutory deputies, assistant county attorneys employed under the provisions of Iowa Code 331.904, temporary and seasonal employees.

All employees not directly responsible to either the Board of Supervisors or an elected office holder and whose governing body and the Board of Supervisors have certified its applicability.

When there is a conflict between this policy and a collective bargaining agreement and/or the Iowa Code, the provisions of a collective bargaining agreement and/or the Iowa Code prevail.

#### Vacation Accrual Schedule

Vacation leave shall be accrued in accordance with the following schedule as determined from the employee's anniversary date. Employees are not eligible to use vacation leave until after the completion of six (6) months of continuous employment. Thereafter an employee shall be eligible for any vacation leave he/she has accumulated.

Years of Continuous Service	Working Hours off Per Year
One (1)	80 hours (10 days)
After five (5)	120 hours (15 days)
After ten (10)	160 hours (20 days)

Vacation leave shall be computed on an hourly basis and credited to each employee's account on a bi-weekly basis. Part-time employees shall earn vacation leave on a proportionate basis according to their percentage of full-time status.

**Procedure**

An employee shall notify his/her immediate supervisor in advance of the desired vacation. The length of the advance notice shall be determined by the department/office needs. If it becomes necessary to limit the number of employees on vacation at one time, departmental/office procedures will prevail.

**Compensatory Time**

Any compensatory time is to be used before any charge is made to accrued vacation allowance (unless the employee is at risk of losing vacation as stated in the accumulation provision below).

**Overtime**

Vacation leave is not considered time worked for the purpose of calculating overtime.

**Exceptions**

An employee shall not accrue vacation leave during periods of temporary lay-off, suspension or leave without pay. An employee on vacation extending through a holiday period shall not have those officially designated holidays charged against vacation leave.

**Accumulation of Vacation Time**

Accumulation of vacation time (as indicated on employee pay stub) will be limited to forty (40) hours plus current year vacation allowance for which an employee is eligible. After fifteen (15) years of continuous full-time service, an employee may carry over sixty (60) hours of vacation time plus current year vacation allowance for which an employee is eligible. Any payroll period where vacation time exceed the allowed accumulation amount, that vacation time will be forfeited.

**Limitations**

Vacation leave may not be taken in advance and an employee may not waive their vacation, in order to collect both vacation and work pay.

**Accrued Vacation Payment at Termination**

Any full or part-time employee separated from County employment by reduction in force, resignation termination, death or otherwise shall be paid or have payment made to their estate or legal beneficiary in the amount of any unused vacation leave accrued at the time of separation. Employee separated from County employment before they have completed six (6) months of continuous employment will not be eligible for payment of any unused vacation leave accrued at the time of separation.