



HARDIN COUNTY
Board of Supervisors

Wednesday, September 2, 2020

NOTICE: Public attendance at public meetings is restricted due to COVID-19 concerns. To access and participate in meetings remotely, please call 641-939-8108 for meeting information.

1. 9:00 A.M. Call To Order
Courthouse Large Conference Room
2. Pledge Of Allegiance
3. Approval Of Agenda
4. Approval Of Claims For Payment

Documents:

[CHECK REGISTER.PDF](#)

5. Utility Permits & Secondary Roads Department
6. Section 130 Crossing Safety Improvements Agreement

Documents:

[SECTION 130 CROSSING SAFETY IMPROVEMENTS AGREEMENT.PDF](#)

7. Decision On Objection To Candidate Nomination – Objection Overruled

Documents:

[LETTER TO COMMISSIONER W ATTACHMENTS.PDF](#)
[SEWARD LETTER 8-31-2020.PDF](#)

8. Acceptance Of Brownfields Response To Request For Qualifications

Documents:

[STANTEC BROWNFIELD PROPOSAL.PDF](#)

9. Resolution To Lift Moratorium On CWECs

Documents:

[RESOLUTION TO LIFT MORATORIUM ON C-WEC CONSTRUCTION PERMITS.PDF](#)

10. Headwaters Of The South Skunk River Watershed Management Authority 28E Agreement

Documents:

[HEADWATERS LETTER.PDF](#)
[HEADWATERS OF SOUTH SKUNK WMA 28E AGREEMENT.PDF](#)
[SIGNATURE PAGE.PDF](#)
[HEADWATERS AND SQUAW CREEK MAP.PDF](#)

11. Discuss With Possible Action On Plat Books
12. Wellness Committee Appreciation Event Proposal

Documents:

[WELLNESS APPRECIATION EVENT PROPOSAL.PDF](#)

13. Sheriff's Monthly Report

Documents:

[SHERIFF MONTHLY REPORT.PDF](#)

14. Change Of Status – Conservation

Documents:

[CHANGE OF STATUS - CONSERVATION.PDF](#)

15. Board Of Health Facial Covering Recommendations

Documents:

[BOARD OF HEALTH FACIAL COVERING RECOMMENDATION 08-27-20.PDF](#)

16. COVID-19 Update

17. Public Comments

18. Other Business

19. Adjournment/Recess

20. 9:30 A.M. Drainage
[VIEW REGULAR DRAINAGE MEETING AGENDA](#)
Courthouse Large Conference Room

21. 11:00 A.M. Drainage District 121 Landowners' Meeting
[VIEW DD 121 LANDOWNERS' MEETING AGENDA](#)
Courthouse Large Conference Room

22. 1:00 P.M. Work Session With IGCHP And Wellmark, Re: Claims Processing
Courthouse Large Conference Room



By Check Number

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
Bank Code: APBANK-Auditor AP						
512V	City of Alden	09/02/2020	EFT	0.00	29.56	51402
61554V	City of Hubbard	09/02/2020	EFT	0.00	56.63	51403
61030V	Racom Corporation	09/02/2020	EFT	0.00	59.92	51404
633V	Airgas North Central	09/02/2020	Regular	0.00	447.97	83532
1228V	Alden Cemetery Assn	09/02/2020	Regular	0.00	100.00	83533
4253V	Alliant Energy	09/02/2020	Regular	0.00	65.93	83534
100411	Angela De La Riva	09/02/2020	Regular	0.00	116.10	83535
677V	Builders FirstSource	09/02/2020	Regular	0.00	418.75	83536
62974V	Casey's General Store	09/02/2020	Regular	0.00	40.00	83537
3043V	Central Iowa Distr Inc	09/02/2020	Regular	0.00	246.00	83538
4569V	CenturyLink	09/02/2020	Regular	0.00	111.14	83539
3015V	City of Ackley	09/02/2020	Regular	0.00	113.37	83540
515V	City of New Providence	09/02/2020	Regular	0.00	28.43	83541
3067V	Concrete Inc	09/02/2020	Regular	0.00	2,764.50	83542
1020E	Connie J Mesch	09/02/2020	Regular	0.00	50.00	83543
2398V	Contech Engineered Solutions	09/02/2020	Regular	0.00	9,025.04	83544
2693V	Diamond Mowers Inc	09/02/2020	Regular	0.00	453.25	83545
62947V	Eldora Tire & Alignment	09/02/2020	Regular	0.00	688.00	83546
100207	Eric Eugenio	09/02/2020	Regular	0.00	257.20	83547
2247V	Fastenal	09/02/2020	Regular	0.00	45.32	83548
1389V	Galls Incorporated	09/02/2020	Regular	0.00	292.87	83549
100482	Global Hydraulics & Supply Inc.	09/02/2020	Regular	0.00	235.76	83550
736V	Hardin County Treasurer	09/02/2020	Regular	0.00	5,422.00	83551
1634V	ICEOO c/o Alice Ray	09/02/2020	Regular	0.00	225.00	83552
1810V	Iowa Law Enforcement Academy	09/02/2020	Regular	0.00	150.00	83553
100392	Iowa Precinct Atlas Consortium	09/02/2020	Regular	0.00	3,966.00	83554
809V	Iowa Prison Industries	09/02/2020	Regular	0.00	503.74	83555
1394V	John Deere Financial	09/02/2020	Regular	0.00	218.34	83556
2393V	John Moore - JMC Data Services	09/02/2020	Regular	0.00	825.00	83557
993V	Knight Sanitation	09/02/2020	Regular	0.00	425.00	83558
5826V	Lawson Products Inc	09/02/2020	Regular	0.00	812.33	83559
2268V	Marla Kay Williams	09/02/2020	Regular	0.00	819.00	83560
4141V	Martin Marietta Aggregate	09/02/2020	Regular	0.00	87,648.75	83561
2735V	McKesson Medical Surgical	09/02/2020	Regular	0.00	48.90	83562
5999V	Midland Power Cooperative	09/02/2020	Regular	0.00	137.70	83563
2286V	Murphy Tractor & Equipment	09/02/2020	Regular	0.00	393.27	83564
537V	South Hardin Signal Review Inc	09/02/2020	Regular	0.00	35.00	83565
63534V	Speck Electric	09/02/2020	Regular	0.00	700.00	83566
4437V	Star Equipment	09/02/2020	Regular	0.00	945.00	83567
61798V	Storey Kenworthy	09/02/2020	Regular	0.00	150.88	83568
2332V	Summit Food Service LLC	09/02/2020	Regular	0.00	4,517.36	83569
61919V	Theresa A. Ritland	09/02/2020	Regular	0.00	307.80	83570
455V	Treasurer State of Iowa	09/02/2020	Regular	0.00	13,204.00	83571
62000V	U.S. Cellular	09/02/2020	Regular	0.00	638.36	83572
2493V	US Records Midwest LLC	09/02/2020	Regular	0.00	1,287.11	83573
100620	Verizon Connect Nwf, Inc	09/02/2020	Regular	0.00	18.19	83574
63648V	Verizon Wireless	09/02/2020	Regular	0.00	2,914.20	83575
150V	VISA	09/02/2020	Regular	0.00	1,963.66	83576

Check Register

Packet: APPKT01532-9/2/2020

Vendor Number	Vendor Name	Payment Date	Payment Type	Discount Amount	Payment Amount	Number
62446V	Walmart Community	09/02/2020	Regular	0.00	159.00	83577

Bank Code APBANK Summary

Payment Type	Payable Count	Payment Count	Discount	Payment
Regular Checks	60	46	0.00	143,935.22
Manual Checks	0	0	0.00	0.00
Voided Checks	0	0	0.00	0.00
Bank Drafts	0	0	0.00	0.00
EFT's	3	3	0.00	146.11
	63	49	0.00	144,081.33

Fund Summary

Fund	Name	Period	Amount
9999	Pooled Cash	9/2020	144,081.33
			<u>144,081.33</u>



**State of Iowa Section 130
Crossing Safety Improvements
Agreement**

Railroad Crossing Location Information

County: Hardin 876110F 133.175
FRA No. / Milepost

Location: CR D47 / 240th Street Buckeye
Street Name City Name

RRP-RR14(200)--8A-00
Project

Contact Information

Highway Authority Contact: Taylor Roll
Office Phone No: (641) 858-5058 Email Address: troll@hardincountyia.gov

Railroad Company Contact: Melinda DuBay
Office Phone No: (402) 544-3992 Email Address: msdubay@up.com

Iowa DOT Program Manager: Kristopher Klop
Office Phone No: (515) 239-1108 Email Address: kristopher.klop@iowadot.us

Iowa DOT Project Inspector: Travis Tinken
Office Phone No: (515) 290-5055 Email Address: travis.tinken@iowadot.us

SECTION 1. Contracting Parties

This Agreement is between the State of Iowa acting by and through the Iowa Department of Transportation, hereafter called the STATE, and Union Pacific Railroad Company, hereafter called the COMPANY, and Hardin County, Iowa, hereafter called the HIGHWAY AUTHORITY.

IN CONSIDERATION OF the mutual promises contained herein the COMPANY and the STATE and the HIGHWAY AUTHORITY agree as follows:

SECTION 2. Purpose of Agreement

The STATE, the HIGHWAY AUTHORITY and the COMPANY have determined the extent to which safety upgrades are to be performed at this crossing, including but not limited to rail safety devices and roadway enhancements. The specific safety enhancements included as part of the agreed upon scope of project are described in the *Crossing Review On-Site Report*, attached hereto and made part of this Agreement.

All safety upgrades will comply with Manual on Uniform Traffic Control Devices (MUTCD).

The STATE agrees to secure funds under 23 USC Section 130 for the costs of this construction. The work shall hereinafter be referred to as the Project. The STATE and the COMPANY agree the COMPANY costs for accounting labor and bill reproduction will be billed at the STATE approved additive rate.

It is specifically understood and agreed that the COMPANY shall have no obligation to perform any individual Project until such time as the agreement is fully executed by all parties identified.

SECTION 3. Preliminary Engineering

Preliminary Engineering includes production of site plans, cost estimates and circuit plans prepared by the COMPANY for the specified location. The site plan portion of the Circuit Plan (front sheet) and the cost estimate labeled as Exhibit “A” shall be attached and by this reference incorporated into this Agreement.

SECTION 4. COMPANY Responsibility

The COMPANY or its consultant shall provide all engineering, materials, and labor to construct the Project. The Project shall be constructed in a good workmanlike manner in accord with COMPANY standards, and with Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways (23 CFR 655F).

SECTION 5. HIGHWAY AUTHORITY Responsibility

The HIGHWAY AUTHORITY shall be responsible for payment of the local match for this Project as described in Section 14 of this Agreement.

The HIGHWAY AUTHORITY shall insure that all pavement markings are properly painted and advanced warning signs are in place and maintained as required by Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways. The HIGHWAY AUTHORITY shall also insure clear motorist view from the roadway lanes of the new flashing lights installed with the Project. This clear view shall be maintained by the HIGHWAY AUTHORITY for as long as the signals remain at the crossing.

SECTION 6. Notification Requirements

The COMPANY shall notify the STATE's contact person and the HIGHWAY AUTHORITY contact person no later than 14 days prior to the start of the Project at the crossing.

The COMPANY shall also notify the STATE's contact person and the HIGHWAY AUTHORITY contact person when the work at the Project location is completed. The STATE's and the HIGHWAY AUTHORITY's contact persons are shown on page 1 of the Agreement.

SECTION 7. Work Start and Completion

The COMPANY shall begin construction of the Project as soon as possible after the STATE gives written authorization to proceed, and shall complete the Project within eighteen (18) months of written authorization to proceed. The Project shall be considered complete when the COMPANY physically completes the work. Costs incurred for work after eighteen (18) months of STATE authorization will not be reimbursed unless the COMPANY has requested and received from the STATE a written extension of the time for completion. The STATE shall have complete discretion and be the sole authority to grant or deny extensions. COMPANY costs incurred for work following time extensions will not be reimbursed.

SECTION 8. Delegation of Work

The COMPANY shall perform the Project work with its own signal forces unless otherwise approved in writing by the STATE.

SECTION 9. Regulations Affecting this Agreement

The Project shall be financed from 23 USC Section 130 Railroad-Highway Crossings Fund as described in Section 14 herein. Regulations of the Federal Highway Administration apply to the Project financed from funds appropriated under Federal Highway legislation and are subject to all applicable STATE laws, rules, and regulations. Specific reference is made to the Code of Federal Regulations (CFR): 23CFR 646B; 23 CFR 140I, 23 CFR 924, 23 CFR 630, 49 CFR 234; Part 8 of the Manual on Uniform Traffic Control Devices for Streets and Highways (23 CFR 655F); and any supplements or revisions to the Manual issued by the Federal Highway Administration.

SECTION 10. Standard Title VI Assurances

The COMPANY, and all agents of the COMPANY that participate in the project, shall comply with Regulations relative to nondiscrimination in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4, and all requirements pursuant to 49 CFR Subtitle A, Part 21 – to the end that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving financial assistance from the STATE.

SECTION 11. Compliance with BuyAmerica Requirements

All portions of the project whether performed by the COMPANY or the COMPANY’s contractor shall be performed in compliance with 23 CFR 635.410 and 23 USC 313 as amended by Section 1518 of P.L. 112-141 BuyAmerica Requirements. The COMPANY shall maintain documentation/certification of all products of iron, steel, or a coating of steel that are incorporated into the project for a period of three years after completion of all obligations under this Agreement. The COMPANY shall provide copies of all documentation/certification under this section of this Agreement to the STATE within a reasonable time after the STATE’s written request.

SECTION 12. Documentation of Material and Labor

The COMPANY shall document all materials and labor used to complete the project in accordance with the 23 CFR 140I.

SECTION 13. Project Inspection

The STATE and the HIGHWAY AUTHORITY shall have the right to inspect the Project work at any time. The STATE will arrange an inspection with the HIGHWAY AUTHORITY and COMPANY so it can determine whether the Project complies with the terms of the Agreement and whether the installation is consistent with the material list supplied by the COMPANY. After the Project has been completed the COMPANY shall deliver to the STATE a fully signed “CERTIFICATE OF COMPLETION AND FINAL ACCEPTANCE” supplied by the STATE showing completion in accord with the agreement and acceptance of the work by the HIGHWAY AUTHORITY. The signed certificate shall mean the Project has been satisfactorily completed, and no further work is required.

SECTION 14. Progressive and Final Payments

It is understood the STATE and the COMPANY enter this Agreement for the use of Federal-Aid 23 USC 130 funds to reimburse the COMPANY for ninety percent (90%) of the total eligible costs for this Project. The COMPANY shall pay ten percent (10%) of the total cost of this Project. The COMPANY shall be required to pay the initial Project costs. The COMPANY shall keep an accurate and detailed account of the actual and necessary material and labor costs incurred in its performance of the work. Project cost records shall be maintained in accord with 23 CFR 140I and separated by Project location.

The COMPANY may submit progressive bills to the STATE for ninety percent (90%) of its material and labor costs for the Project. The billing for material shall be for those materials which have been delivered to the Project location or specifically purchased and delivered to the COMPANY for use on this Project. The STATE shall reimburse the COMPANY for the eligible cost of these progressive billings.

Upon completion of the Project the COMPANY shall submit a final statement to the STATE for reimbursement of ninety percent (90%) of the total actual and necessary expense of the work represented by the items shown in the Exhibit "A". The STATE shall reimburse the COMPANY for the eligible cost of the final billing.

The COMPANY will submit one progressive bill for ten percent (10%) of the total reimbursable project costs to the HIGHWAY AUTHORITY after the signal system is constructed. The HIGHWAY AUTHORITY shall make payment of the progressive bill within 30 days of its receipt.

The STATE shall audit COMPANY records after receipt of the final bill to determine total reimbursable labor and material costs. Reimbursement to the COMPANY shall be governed by the STATE's certificate of audit for the Project location. This certificate shall establish the eligible Project Cost. The COMPANY shall reimburse the STATE for any justifiable exceptions. The STATE reimbursement to the COMPANY shall not exceed the Federal Highway Administration reimbursement under 23 USC 130.

The STATE shall not reimburse state sales or use tax. A copy of the Construction Sales Tax Exemption Certificate associated with this project, issued by the Iowa Department of Revenue, is attached to the Agreement.

SECTION 15. Operation and Maintenance

The COMPANY shall operate and maintain the signal improvements at the crossing location in good working order for as long as the HIGHWAY AUTHORITY at the crossing considers the signal improvements necessary. The STATE may pay up to 75 percent of the annual maintenance costs of a signal improvement from the State Grade Crossing Safety Fund for the crossings listed in Exhibit "B" of this Agreement.

SECTION 16. Relocation or Removal of Automatic Warning System

Once installed the signal improvements shall not be removed except in accordance with this section of this Agreement. If a system is no longer necessary the COMPANY may remove it at its own expense. In the event the railroad crossing is abandoned or removed by the COMPANY within ten

(10) years from the effective date of the CERTIFICATE OF COMPLETION AND FINAL ACCEPTANCE, the COMPANY shall relocate the applicable system to a site agreed upon by the COMPANY and the STATE. If this system is not relocated the COMPANY shall credit or pay the net salvage value to the STATE for the value of the materials salvaged by the COMPANY.

SECTION 17. Successors in Interest

This Agreement is binding upon all successors and assigns. The COMPANY shall provide written notice to the HIGHWAY AUTHORITY and the STATE of any assignment of this Agreement.

SECTION 18. No Prior Representation

This Agreement and its exhibits constitute the entire Agreement between the STATE and the HIGHWAY AUTHORITY and the COMPANY concerning this Project. Any substantial change in the Project as determined by the STATE and the HIGHWAY AUTHORITY must receive prior written approval by the STATE and the HIGHWAY AUTHORITY.

SECTION 19. Effective Date of Agreement

This Agreement shall be effective upon the date of the STATE's execution.

SECTION 20. Notices to Contact Persons

All notices required under this Agreement shall be made to the respective Contact Persons listed on page 1 of this Agreement.

SECTION 21. Termination Due to Lack of Funds

Notwithstanding anything in this Agreement to the contrary, and subject to the limitations set forth below, the STATE shall have the right to terminate this Agreement as a result of any of the following: 1. The federal government, legislator or governor fail in the sole opinion of the STATE to appropriate funds sufficient to allow the STATE to either meet its obligations under this Agreement or to operate as required and to fulfill its obligations under this Agreement; or 2. If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the STATE to make any payment hereunder are insufficient or unavailable for any reason as determined by the STATE in its sole discretion; or 3. If the STATE's authorization to conduct its business or engage in activities or operations related to the subject matter of this Agreement is withdrawn or materially altered or modified.

In the event that the conditions set forth above, in the opinion of the STATE, render it impracticable to proceed with the Project, the STATE shall provide the COMPANY with written notice of termination pursuant to this Section. The STATE will pay the COMPANY for the STATE'S proportional share and the HIGHWAY AUTHORITY will pay the COMPANY for the HIGHWAY AUTHORITY'S proportional share, if any, of the actual costs incurred by the COMPANY prior to such termination, The HIGHWAY AUTHORITY'S proportional share under this Section shall be the same percentage as the percentage of eligible costs it is required to pay in Section 14 above, if any, and the STATE'S proportional share under this Section shall be the balance of such obligations.

SECTION 22. Execution Clause

This Agreement may be executed and delivered in two or more counterparts, each of which so executed and delivered shall be deemed to be an original, and all shall constitute but one and the same instrument.

If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of any section, provision, or part thereof not found to be invalid or unconstitutional.

IN WITNESS WHEREOF the COMPANY and the STATE hereto have caused this Agreement to be executed by their duly authorized officers as of the dates below indicated.

Executed by the COMPANY this

Union Pacific Railroad Company

27th day of August, 2020

By M. DuBay
Melinda S. DuBay
Manager I
Engineering - Public Projects

Executed by the HIGHWAY AUTHORITY this

Hardin County, Iowa

____ day of _____, 20____

By _____

Name and Title

Executed by the STATE this

STATE OF IOWA

Iowa Department of Transportation

____ day of _____, 20____

By _____

Stuart Anderson, Director
Planning, Programming and Modal Divisions



IOWA
Department of Revenue
www.iowa.gov/tax

**Designated Exempt Entity
Iowa Construction Sales Tax Exemption
Certificate and Authorization Letter**

This document may be completed by a designated exempt entity and given to their contractor and/or subcontractor. *Seller:* Keep this certificate in your files. *Contractor/Exempt Entity:* Keep a copy of this certificate for your records. **Do not send this to the Department of Revenue**

Designated Exempt Entity Iowa Department of Transportation			General Contractor or Subcontractor Name Union Pacific Railroad		
Address 1 800 Lincoln Way			Address 1 1400 Douglas St, MS 1820		
Address 2			Address 2		
City Ames	State IA	Zip Code 50010 0000	City Omaha	State NE	Zip Code 68179
Construction Project Name 876110F Crossing Signal Project			Type of Work Roadway-Railroad Crossing upgrades		
Construction Project Number (if used) RRP-RR14(200)--8A-00.					

Description of contract/subcontract
Upgrade of Railroad Crossing active warning devices

The named contractor/subcontractor may purchase building materials used in the contract, exempt from sales tax. This exemption does NOT apply to materials, equipment and supplies consumed by the contractor or subcontractor that are not incorporated into the real property being constructed.

Designated Exempt Entity Authorized Agent: Cheryl McWilliam Date: 9-27-18

Authorization Letter From Iowa Department of Transportation

CONTRACTORS/SUBCONTRACTORS: A copy of this document must be presented to your supplier(s) prior to purchasing your building materials.

Pursuant to Iowa Code Section 423.3(80), you are authorized to purchase building materials tax free for the contract specified above.

The exemption certificate (or a copy of the certificate) may be provided to the suppliers of your building materials and will authorize them to sell you the materials exempt from Iowa sales tax and any applicable local option sales tax. Complete information on qualifying materials can be found at www.iowa.gov/tax, the Iowa Department of Revenue (IDR) Web site.

It is your responsibility to have records identifying the materials purchased and verifying they were used on this project. Any materials purchased tax-free and not used on this construction project are subject to sales and applicable local option tax. Should this occur, the tax must be paid directly by you to IDR in the same calendar quarter the project is completed. E-mail the department at: idr@iowa.gov if you have questions on this requirement.

Contractors should be aware that use of the certificate to claim exemption from tax for items not used on this project or that do not qualify for exemption could result in civil or criminal penalties.

31-013 (12/10/02)

Crossing Review On-Site Report

Location Data										
Review Date:	January 5, 2018			Road:	D47			DOT No.:	876110F	
Initiated by:	Local	<input type="checkbox"/>	Railroad	<input checked="" type="checkbox"/>	County:	Hardin			Railroad:	UP
	State	<input type="checkbox"/>	Other	<input type="checkbox"/>		City:				Milepost:
Attendance Data										
Name					Affiliation					
Kyle Nodgaard					UP					
Todd Leemkuil					Midland					
Bruce Dieken / Taylor Roll					Hardin County Engineer / Asst.					
Travis Tinken					IDOT					
Railroad Data										
Daily Train Movements										
From:	Inventory	Railroad	Main Track:	1	Siding:		Spur:			
Thru Trains:	12		Amtrak:	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>	Can two trains occupy crossing?				
Switch Trains:			Train Speed:	50		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
Track			Crossing Surface Type		Length	Condition				
Main			Concrete		32'	Good				
Roadway Data										
ADT	Roadway Type:		HMA		Agency having jurisdiction:		Hardin County			
340/5%	Condition:		Good		School Bus Operate:		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Angle	Width:		24		Hazardous Materials:		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
90	Curb & Gutter:		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Shoulder:		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Speed Limit	Sidewalk:		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Shoulder Surfaced:		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
55	Pedestrians:		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		Shoulder Width:		4'			
					Is this a Hump Crossing:		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
					If Yes, are signs present:		Yes <input type="checkbox"/> No <input type="checkbox"/>			
Existing Warning Device Data										
Type:				Quantity	Other: (check if applicable)					
Advanced Warning Signs:		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	2	<input type="checkbox"/> AC/DC Circuitry					
Pavement Markings:		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	2	<input type="checkbox"/> Motion Sensing Circuitry					
Crossbuck Signs:		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		<input checked="" type="checkbox"/> CWT					
Number of Track Signs:		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		<input type="checkbox"/> "No Turn" Signs					
Inventory Tags:		Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>	2	<input type="checkbox"/> Illumination					
Signal Type					<input type="checkbox"/> Flagged by Railroad					
Straight Post		8" <input type="checkbox"/>	12" <input checked="" type="checkbox"/>	2	<input type="checkbox"/> Pre-empted with highway Traffic Signals					
Cantilever		8" <input type="checkbox"/>	12" <input type="checkbox"/>		<input type="checkbox"/> Yield Signs					
Side Lights		8" <input type="checkbox"/>	12" <input type="checkbox"/>		<input type="checkbox"/> Stop Signs					
Gates		Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>		<input type="checkbox"/> Stop Ahead Signs					

Area Data	
Location of nearby schools:	Iowa Falls
New developments that could affect ADT?	No
Can roadway alignment be accomplished to allow consolidation of crossings?	No
Possible crossing closure?	No
Planning any road construction in the future?	No
	DOT No.: 876110F
Recommendations	
Warning Device Type and Location:	Guard Rail: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Crossing Surface:	Sidewalk ADA Modifications: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Utility/power line relocation required: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Bells: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is utility within existing road ROW: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	AC/DC Circuitry: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Utility company name: Midland	Motion Sensing Devices: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Is commercial power available: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Constant Warning Devices: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
If No, distance to commercial power:	Pre-empted/Interconnect: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Advance Warning Signs:	Flashing Lights: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Pavement Markings: Update with project	Flashing Lights and Gates: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Estimated Cost:	Cantilevers and Gates: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	Side Lights: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Signal House Location: Existing location NE	N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W <input type="checkbox"/>
Is extra fill required: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	12" LED Lamps: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Is a retaining wall needed: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Track Signal Modifications: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Recommended clear zone distance:	Raised Median: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Are culvert extensions required: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Channelizing Devices: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
	N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W <input type="checkbox"/>
<p>Comments:</p> <p>On Track signals located to the north of the crossing roughly 180'. They will review location to see if they need to move the insulated bars for island circuits. It is checked box above to show that it is under review and will be updated at a later time.</p> <p>Power lines run east and west on the north side and are set back far enough to the north not to cause issue. They have recently placed a new power pole and meter service just to the north of the signal house.</p> <p>The new signal house will be placed just to the north of the existing house.</p> <p>Minimal fill required roughly 10-15 ton for house placement.</p>	

Material And Force Account Estimate

IADOT

Estimate Creation Date: 09/21/2018 Number: 119143 Version: 1

Estimate Good Until 08/20/2021

Location: MASON CITY SUB, SIMN, 105.92-145.71
Buy America: Yes

Description of Work: Install lights, gates, and CWT.

COMMENTS **Description** **SubDivision** **From MP** **To MP** **QTY** **UOM** **Unit Cost** **LABOR** **MATERIAL** **TOTAL** **UP 10%** **Agency 90%**

SIGNAL

	Xing - 1 Trk CWT w/Gates	MASON CITY SUB	105.92	145.71	1	EA	131,584.00	41,200	90,384	131,584	13,158	118,426
	Xing - Remove Location (Gates)				1	LS	2,000.00	2,000	0	2,000	200	1,800
	Track Cable for 6 wire setup. MP 133.20				1	LS	1,812.00	0	1,812	1,812	181	1,631
	Xing - Misc.											
	Dax look MP 133.20				1	EA	12,889.00	6,000	6,889	12,889	1,289	11,600
	Xing - Track Card (Main and Stand-by) New Cable											
	Additional NBS for track 2.				1	LS	1,166.13	0	1,166	1,166	117	1,050
	Work zone traffic control.				1	LS	10,000.00	0	10,000	10,000	1,000	9,000
	Xing - Misc.											
	Xing - Engineering Design				1	LS	4,468.00	4,468	0	4,468	447	4,021
	Xing - Boring				1	LS	10,000.00	0	10,000	10,000	1,000	9,000
	Xing - Fill/Rock/Gravel				1	LS	4,100.00	0	4,100	4,100	410	3,690
	Xing - Labor Additive				1	LS	58,127.74	58,128	0	58,128	5,813	52,315
	Xing - Meter Service				1	LS	10,000.00	0	10,000	10,000	1,000	9,000
	Upgrade existing meter.											
	Sub-Total =						111,796	111,796	134,351	246,147	24,615	221,532

Totals = 111,796 134,351 246,147 24,615 221,532

Grand Total = \$246,147

Disclaimer: This is a preliminary estimate, intended to provide a ballpark cost to determine whether a proposed project warrants further study. Quantities and costs are estimated using readily available information and experience with similar projects. Site conditions and changes in project scope and design may result in significant cost variance.

**AREMA UNIT STATEMENT OF RAILROAD HIGHWAY GRADE CROSSING SIGNALS
ESTIMATED MAINTENANCE COSTS**



BUILDING AMERICA®

**FOR PID # 107404
BY THE UNION PACIFIC RAILROAD**

STREET	<u>County Road D47</u>
TOWN	<u>Buckeye, IA</u>
MILEPOST	<u>133.18</u>
SUBDIVISION	<u>Mason City</u>
AAR/DOT NO.	<u>876110F</u>
WORK ORDER#	<u>46493</u>

DESCRIPTION	VALUE	QUANTITY	UNITS
NON-CODED TRK. CIRCUIT (Standalone AFTAC or Ring 10)	2	0	0
SUPERIMPOSED CIRCUIT(AFTAC) / DETECTION LOOP	2	0	0
HIGHWAY GRADE CROSSING SIGNAL (FRONT LIGHTS)	2	2	4
ADDITIONAL PAIR OF LIGHTS (OTHER THAN FRONT LIGHTS)	1	2	2
GATE MECHANISM, AUTOMATIC WITH ARM UP TO 26 FT	8	2	16
GATE MECHANISM, AUTOMATIC WITH ARM OVER 26 FT	10	0	0
GCP/HXP (constant warning device, per track circuit)	15	2	30
EXIT GATE MANAGEMENT SYSTEM RACK*	10	0	0
MOVEMENT DETECTOR (PMD)	6	0	0
MOVEMENT DETECTOR (STANDBY UNIT)	3	0	0
RADIO DATA LINK, PER UNIT	1	0	0
PREEMPTION CIRCUIT	2	0	0
DATA RECORDER	1	0	0
REMOTE MONITORING DEVICE (SEAR, ETC)*	2	1	2
BONDED RAIL JOINTS (per mile, each rail, single bonded)	1	0	0
BATTERY AND CHARGER (per set)	1	2	2
TOTAL UNIT COUNT			56
PAVEMENT RESTORATION COSTS			(Actual)
	Annual Maintenance Cost at \$170/Unit		\$9,520

*UP supplied Unit Value

TO DES MOINES

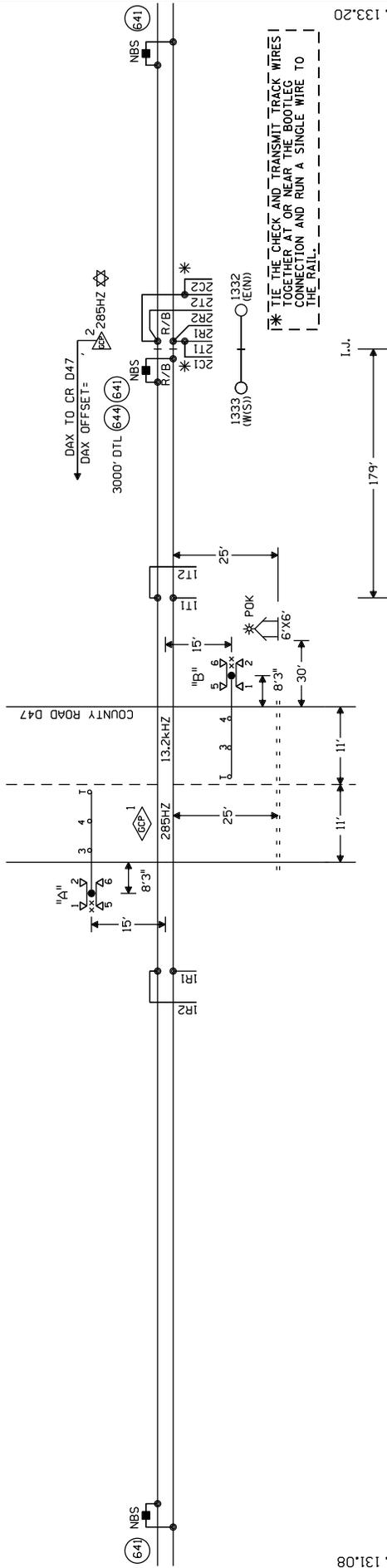
PRIME WARNING TIME = 25 SECONDS

TO MASON CITY

3.081' 25+5 SEC. @ 70 M.P.H.

3.081' 25+5 SEC. @ 70 M.P.H.

DAX



CONNECTS TO M.P. 131.08

CONNECTS TO M.P. 133.20

NOTES:

- ⊗ = TWISTED WIRES INSULATED 1/2" MIN PER FT. ALL TRACK WIRES 2C.#6
- TRANSMITTER AND RECEIVER LEADS TO BE SEPARATED BY AT LEAST 12" IN TRENCH. RECOMMENDATION TO NOT EXCEED MANUFACTURER'S TOP OF FOUNDATION TO BE AT SAME ELEVATION AS THE SURFACE OF THE TRAVELED WAY & NO MORE THAN 4" ABOVE THE SURFACE OF THE GROUND.
- ALL BUNGALOW WIRING TO BE #16 AWG FLEX UNLESS OTHERWISE SPECIFIED EXCEPT ALL GROUND WIRE TO BE #6 AWG FLEX OR LARGER.
- ALL WIRING IN GATE MECHANISM TO BE #10 "AWG FLEX". REFER TO UP STANDARD DWG FOR BUNGALOW GROUNDING.
- PORTABLE GENERATOR EXTENSION CORD FOR 240V TO 240V IS PROVIDED AS WELL AS A 120V TO 240V ADAPTER.
- ALL LIGHTS TO BE 12" ROUNDELS.
- ===== 4" X 30' CONDUIT
- LIGHTS: LED LIGHTS
- xx = BELL
- ⊗ = CCR TO OPERATE IN SEMI-BI DIRECTIONAL MODE. USE TAB 627 COUPLER.

OFFSET AND ISLAND DISTANCES TO BE VERIFIED BY FIELD

W(S) ← ○ → E(N)

CONSTRUCTION NOTES:

1. RETIRE EXISTING CROSSING CABIN.
2. REMOVE EXISTING CROSSING SIGNALS AND FOUNDATIONS.
3. REMOVE T.J.C.'S LOCATED AT I.J.'S 229' E(N) OF EDGE OF ROAD.
4. UPGRADE EXISTING METER.

TRK 1 ISLAND DISTANCE 122' MINIMUM 120' REQUIRED
 PREFERRED ISLAND WIRE CONNECTIONS ARE A MINIMUM 50' FROM EDGE OF ROAD

INSTALL FLASHERS, GATES AND CWT AT COUNTY ROAD D47 <small>Designated 08/15/18</small> <small>WSP# 46393</small> <small>18" WSP# 46393</small>		D.A. LAST LEVEL CHECKED LAST LEVEL MOD THIS TYPICAL LAST LEVEL BY DESIGNER CHANGED FROM TYPICAL?	CIRCUIT MODIFICATIONS ARE NOT TO BE AUTHORITY FROM THE OFFICE OF SIGNAL DESIGN	Date: 08/15/18 Des: ISIS Chk: SWP AFE: 46393	Sheet 1 DDT 87610DF MP# 133.18 ID: 10W13318.1X <small>Omaha, Nebraska</small>
OFFSET AND ISLAND DISTANCES TO BE VERIFIED BY FIELD		UNION PACIFIC RAILROAD BUCKEYE, IOWA COUNTY ROAD D47 MASON CITY SUBDIVISION		NEW SHEET	

Federal Aid Rail/Highway Safety Fund Program
Signal Installation Eligible for Maintenance Reimbursement
Under this Agreement

<u>FRA #</u>	<u>SEQ</u>	<u>Highway Jurisdiction</u>	<u>Location</u>
876110F	07	Hardin Co, IA	Co Hwy D47



HARDIN COUNTY

County Attorney's Office

1201 14TH AVENUE
ELDORA, IA 50627
PHONE: 641.939.8118
FAX: 641.939.8244
[HTTP://HARDINCOUNTYIA.GOV](http://HARDINCOUNTYIA.GOV)

DARRELL MEYER
COUNTY ATTORNEY
DMEYER@HARDINCOUNTYIA.GOV

CHRISTOPHER KLEIN
ASSISTANT COUNTY ATTORNEY
CKLEIN@HARDINCOUNTYIA.GOV

August 31, 2020

Jessica Lara
Hardin County Election Commissioner
1215 Edgington Avenue
Eldora, Iowa 50627

RE: Hearing Panel Decision – Primus Nomination

Dear Election Commissioner:

Pursuant to Iowa Code Section 43.24, the Hearing Panel met in public on August 31, 2020, to consider the written objection to the nomination of Don Primus as candidate for Hardin County Supervisor. This letter is to inform you that, for reasons stated by the Panel members during the public hearing, the objection was unanimously overruled by the Panel, and that Don Primus should appear on the November 3rd ballot as Democratic Candidate for Hardin County Supervisor.

To avoid any cloud over the Panel's decision, I believe it is important to note for the record that the Panel had both subject matter jurisdiction and personal jurisdiction to hear this objection. First, the Panel was duly appointed by the Chair of the Hardin County Board of Supervisors pursuant to Iowa Code Section 43.24, giving this Panel subject matter jurisdiction to hear the objection. Secondly, and more importantly, is the Panel's personal jurisdiction over the nominee, Don Primus. During the fact-finding portion of the hearing, Mr. Primus did address the Panel and challenged the Panel's jurisdiction over him. He claimed the Panel lacked jurisdiction over him, alleging he had not been provided proper notice of the objection as required by Iowa Code 43.24(2)(a). That particular code section states in pertinent part: "notice shall be mailed within seventy-two hours by certified mail to the candidate affected, addressed to the candidate's place of residence as stated in the candidate's affidavit of candidacy or in the certificate of nomination". The record (see attached) demonstrates that Commissioner Jessica Lara complied with the Code of Iowa. The candidate's certificate of nomination provided a mailing address of "P.O. Box 357, Steamboat Rock, Iowa 50672". The written objection was received by the Commissioner on August 21, 2020. On August 24, 2020, notice was mailed (within 72 hours) by certified mail to Don Primus at the mailing address listed on his certificate of nomination. Therefore, the Panel had both subject matter jurisdiction and personal jurisdiction.

/s/ Darrell G. Meyer

Darrell G. Meyer
Hardin County Attorney

State of Iowa
Political Party Convention Certificate of Nomination

Hardin County Democratic Party
Name of Political Party

08 / 04 / 2020 ^{DK}
Date of convention

Nomination Made:

FILED

AUG 05 2020

HARDIN COUNTY AUDITOR

Don Primus
Nominee's name

Hardin County Supervisor
Name of office and district, if any

20608 Co Hwy 5-56
Nominee's residential house number and street name

Steamboat Rock, Ia 50672
Nominee's residential city, state, and zip

P.O. Box 357
Nominee's mailing address (if different than above)

Steamboat Rock, Ia 50672
Nominee's mailing city, state, and zip (if different than above)

Type and Date of Election:

General on 11 / 03 / 2020 Special on ___ / ___ / ___

Vacancy

Would the nominee be filling a vacancy due to the death, resignation, removal, or temporary appointment of an office holder? No Yes

We, the chairperson and secretary of the convention certify that, at a convention called by the chairperson of the party, all of the appropriate delegates or committee people met and selected the candidate named above as the party's nominee for the office indicated.

Signed by:

Donald A. [Signature]
Convention Chairperson

609 4th Ave
House Number and Street Name

Acikley, IA 50601
City, State, Zip

[Signature]
Convention Secretary

211 South Victor
House Number and Street Name

HUBBARD, IA 50622
City, State, Zip

ALERT: AS HURRICANE LAURA RECOVERY EFFORTS ARE UNDERWAY IN GULF COAST AREA...



[FAQs >](#)

Track Another Package +

Tracking Number: 70201290000100240154

[Remove X](#)

Your item arrived at the Post Office at 9:30 am on August 25, 2020 in STEAMBOAT ROCK, IA 50672.

In-Transit

August 25, 2020 at 9:30 am
Arrived at Unit
STEAMBOAT ROCK, IA 50672

Get Updates

Feedback

Text & Email Updates

Tracking History

August 25, 2020, 9:30 am
Arrived at Unit
STEAMBOAT ROCK, IA 50672
Your item arrived at the Post Office at 9:30 am on August 25, 2020 in STEAMBOAT ROCK, IA 50672.

August 25, 2020, 8:01 am
Departed USPS Regional Facility
WATERLOO IA DISTRIBUTION CENTER

August 24, 2020, 7:21 pm
Arrived at USPS Regional Facility
WATERLOO IA DISTRIBUTION CENTER

Product Information



See Less ^

Can't find what you're looking for?

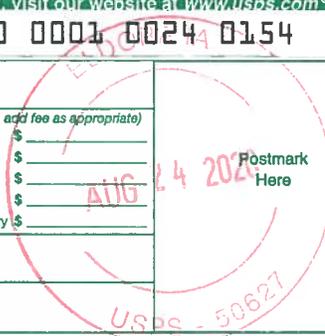
Go to our FAQs section to find answers to your tracking questions.

FAQs

Feedback

7020 1290 0001 0024 0154

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT <i>Domestic Mail Only</i>	
For delivery information, visit our website at www.usps.com ®	
7020 1290 0001 0024 0154	
Certified Mail Fee	\$ 3.55
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$ _____
<input type="checkbox"/> Return Receipt (electronic)	\$ _____
<input checked="" type="checkbox"/> Certified Mail Restricted Delivery	\$ _____
<input type="checkbox"/> Adult Signature Required	\$ _____
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ _____
Postage	\$ 0.65
Total Postage and Fees	\$ 4.20
Sent To	Don Prunus
Street and Apt. No., or PO Box No.	P.O. Box 357
City, State, ZIP+4®	Steamboat Rock IA 50672
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	



8/31/2020

Good morning,

I am unfortunately unable to attend today's hearing as the recent storms have caused significant damage and I'm tied up with insurance appointments and working on rebuilding portions of my farming operations.

I would like the record to show the following:

My objection is based on the fact the the Hardin County Democratic Party adopted and filed bylaws that do not allow for an electronic convention. Their organization is a non-governmental organization that IS NOT covered by Iowa Code Chapter 21. Iowa Code defines a governmental body: a.) A board, council, commission, or other governing body expressly created by the statutes of this state or by executive order. The Hardin County Democrats do not meet this legal definition. **This would mean they aren't included in the Governor's proclamation allowing electronic meetings where votes occur and can be recorded.**

The Hardin County Democratic Party doesn't follow Iowa Code Chapter 21.3. "Meetings of governmental bodies shall be preceded by public notice as provided in section 21.4 and shall be held in open session unless closed sessions are expressly permitted by law."

They don't have to publish an agenda, they don't have to publish minutes, and they are not held in "open session" meaning all members of the public have access. **This would mean they aren't included in the Governor's proclamation allowing electronic meetings where votes occur and can be recorded.**

Next, Iowa Code 21.4(1) (a) A governmental body shall give notice of the time, date, and place of each meeting including a reconvene meeting of the government body and the tentative agenda of the meeting, in a manner rent reasonably calculated to apprise the public of that information. Reasonable notice show include advising the news media who have filed a request for notice with the governmental body and posting the notice on a bulletin board or other prominent place which is easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting, or if no such office exists at the building in which the meeting is to be held. I'd again assert that the Hardin County Democratic Party is not a governmental body and to my knowledge the preceding public notice requirements are NOT followed. If they are I challenge their leadership to provide proof of the location they are posted. We all know they aren't and once again, **This would mean they aren't included in the Governor's proclamation allowing electronic meetings where votes occur and can be recorded because they ARE NOT a governmental body.**

Finally, the following is from the extended proclamation from Governor Reynolds:

Iowa Code chapter 21

1. Governor Reynolds Declaration

On Friday, July 24, 2020, Governor Reynolds issued an additional State Public Health Emergency Declaration that included the following continued directive:

ELECTRONIC MEETINGS AND HEARINGS

SECTION ONE HUNDRED SIXTEEN. Pursuant to Iowa Code § 29C.6(6), and at the request of the Iowa League of Cities on behalf of numerous local governmental bodies, I continue to temporarily suspend the regulatory provisions of Iowa Code §§ 21.8, 26.12, and 414.12, or any other statute imposing a requirement to hold a public meeting or hearing, to the extent that the statutes could be interpreted to prevent a governmental body from holding the meeting by electronic means, provided that the governmental body properly notices the meeting or hearing and includes a telephone conference number or website address that permits the public to participate in the meeting or hearing. I also temporarily suspend those statutes to the extent they could be interpreted to prevent a governmental body from limiting the number of people present at an in-person location of the meeting, provided that the governmental body provides a means for the public to participate by telephone or electronically as provided in this section.

This declaration ONLY relates to GOVERNMENTAL BODIES. I again point out that **the Hardin County Democratic Party IN NOT a governmental body and again would mean they are not included in the Governor's proclamation allowing electronic meetings where votes occur and can be recorded because they ARE NOT a governmental body.**

In closing, we are a nation of laws, state of laws, county of laws, city of laws, and down to townships with laws. Laws that make all of those entities great. As this panel has likely witnessed lawlessness in Portland, Kenosha, and even as close as Des Moines has crumbled the foundation of our society.

Knowing this panel is delegated to carry out certain tasks I ask:

Would the sheriff issue a concealed weapon permit if the applicant didn't meet the criteria of the Iowa Code?

Would the Recorder issue a hunting license to someone that didn't meet the qualifications set by Iowa Code?

Would the Supervisor support a CAFO application if it didn't meet the required points according to Iowa Code and administrative law?

I believe all three answers would be no, because they follow the letter of the law.

The Iowa Code in which we are governed by easily reads that Chapter 21 and the disaster declaration only apply to governmental bodies not a political party. If their bylaws that were filed with Secretary Pate's office state that they can convene and vote using electronic means then the Hardin County Democrats should be free to proceed. If not, I contend that their convention was held contrary to their own bylaws and Mr. Primus's candidacy should be invalidated.



DESP BOX

REC

AUG 31 2013

HARDIN COUNTY

Derrrell Meyer

Brownfield Assessment Grant Writing and Implementation Services for Hardin County, Iowa

U.S. EPA Brownfield Grant Application

Response to
Request for Qualifications from
HARDIN COUNTY
ECONOMIC DEVELOPMENT
August 31, 2020



cover // letter

Attention

Angela De La Riva, Director
Hardin County Economic
Development
1215 Edington Avenue
Eldora, IA 50627

Reference

Response to Request for
Qualifications for Brownfield
Assessment Grant Writing &
Implementation Services
U.S. EPA Brownfield
Grant Application

Delivered by

Stantec Consulting Services Inc.
11153 NW Aurora Ave.
Des Moines, IA 50322

Dear Ms. De La Riva and the review committee,

At Stantec, we see brownfield sites differently—transforming them from liabilities into assets for you and the communities of Hardin County. This perspective, in conjunction with our deep bench of multi-disciplinary, seasoned staff, is what drives our redevelopment success. We want to bring that success to the Hardin County Economic Development (HCED). Stantec’s ability to support the entire life cycle of a brownfield project, from grant assistance to assessment and redevelopment, will serve as a tremendous asset to the Hardin County (the County). We realize you are in search of a trusted partner to assist with the procurement and implementation of a United States Environmental Protection Agency (U.S. EPA) Community-wide Brownfield Assessment Grant. This grant can be used to perform a wide array of inventory, community engagement, environmental assessment, remedial planning, and reuse planning activities.

We will leverage our experience implementing over 100 U.S. EPA Assessment Grants to help HCED maximize funding during implementation. Together, we will utilize the grant as a tool for:

- Identifying and prioritizing redevelopment sites;
- Assessing and quantifying environmental liabilities;
- Informing and gaining public support for proposed redevelopments;
- Attracting developers and securing actual

development projects;

- Securing future grants or funding to advance sites to redevelopment; and
- Enhancing the economic viability and quality of life throughout the County.

How can the Stantec team help?

When it comes to brownfield revitalization, we are the experts. For more than a decade, Stantec has built an award-winning team dedicated to writing and implementing U.S. EPA brownfield grants. Since 2010, Stantec has become a national leader in helping local units of government secure U.S. EPA grants for brownfield planning, assessment, and clean-up. **Since 2015 alone, Stantec has helped more than 100 communities across 20 states and 9 U.S. EPA Regions to secure and implement more than \$60 million in U.S. EPA brownfield grant funds.** During the application phase, our extensive grant implementation experience enables us to help clients develop and propose “authentic” projects that reflect key priorities, preferences, and needs. Investing significant effort in designing projects tailored to the unique aspects of a community not only increases the likelihood of funding being awarded, it sets the stage for successful projects.

We have a proven track record of securing funding for coalitions. To-date, Stantec has successfully secured funding for more than 15 coalitions and has been contracted to implement each resulting project. The ability of coalitions to receive \$600,000 in funding (versus the \$300,000 grants available to individual

local governments) represents a powerful incentive. An equally important advantage is the ability to create highly collaborative projects that strengthen relationships between local units of government, and support economic development goals. Coalitions can make funding available to a much broader array of communities, including smaller communities that often lack the technical or financial resources to effectively address brownfield challenges on their own. We are highly experienced in the strategies specific to coalitions, both in developing winning grant proposals, and in implementing the resulting grant funded coalition projects.

We are familiar with HCED through Mimi Wagner's ongoing work on the Steamboat Rock Dam Removal project. Iowa Department of Natural Resources (DNR) owns this dam and is planning removal and channel restoration in the next several years. Planning for the dam removal is also spurring recreational redevelopment throughout Steamboat Rock's river corridor. Mimi is currently working with both the Steamboat Rock City Council and Hardin County Conservation Board to create a new master plan including river launches, parking, trails and campground expansion. Stantec's familiarity with community and economic redevelopment will be a significant asset during grant writing and implementation.

We look forward to continuing our relationship with HCED, and working with you to bring additional economic development assets to the County that are available through the U.S. EPA Brownfields Grant Program. If you have any questions, please don't hesitate to contact us.

Sincerely,

STANTEC CONSULTING SERVICES INC.



David Constant, PG
Project Manager
(612) 712-2031
David.Constant@stantec.com



Lindsey Brown
Assistant Project Manager
(262) 649-0124
Lindsey.Brown@stantec.com

Mimi Wagner
Iowa Point of Contact
(515) 251-1011
Mimi.Wagner@stantec.com

00 // what's inside

4

Business Organization

An introduction to who we are.

6

Management Outline

How we'll deliver a high quality, cost-effective, expedited project.

9

Project Methodology

Brownfield assessment grant methodologies to writing services and implementation services.

21

Appendix

A little more information about who we are and what we can do, including resumes and sample reports.



The Shipyard Redevelopment, Green Bay, Wisconsin

We develop comprehensive, long-term redevelopment programs, leveraging grant funding to transform brownfields from liabilities to assets.

business 01 // organization

STANTEC CONSULTING SERVICES INC.

Business Address: 11153 NW Aurora Ave., Des Moines, IA 50322

We're active members of the communities we serve. That's why at Stantec, we always design with community in mind.

The Stantec community unites approximately 22,000 employees working in over 350 locations across six continents. Our in-house, multidisciplinary services— engineering, environmental sciences, architecture, interior design, landscape architecture, surveying, project management, and project economics—encompasses the full spectrum of the redevelopment process (from initial project concept and planning through design, construction, and commissioning).

This project will be a joint effort between Stantec's award winning Midwest brownfield team based in Wisconsin and Minnesota, and staff based in our two Iowa offices located in Des Moines (11153 NW Aurora Avenue, Des Moines, Iowa 50322; (515) 253-0830) and Independence (2300 Swan Lake Bld., Suite 202, Independence, Iowa 50644; (319) 334-3755).

Stantec's 31 employees in Iowa include environmental scientists, civil engineers, biologists, CAD specialists, planners, and environmental engineers available to assist with grant implementation. Our Midwest brownfield team will lead the grant writing, grant administration, GIS data inventory and mapping, and quality control components of the project.

Stantec

David Constant, PG

Project Manager

(612) 712-2031

David.Constant@stantec.com

733 Marquette Avenue, Suite 1000

Minneapolis, MN 55402

SUBCONSULTANTS AND SUBCONTRACTORS

Stantec is fully committed to meeting all federal requirements outlined in the Cooperative Agreement which includes fully complying with U.S. EPA's "Six Good Faith Efforts" (GFE) required for participation by Women Business Enterprises (WBE), Minority Business Enterprises (MBE), and other Disadvantaged Business Enterprises (DBEs) defined under 40 CFR, Part 33, Subpart C. Stantec is an equal opportunity employer; a copy of Stantec's current Equal Opportunity and Affirmative Action Policies is available upon request.

Stantec is experienced in meeting the MBE/WBE/DBE requirements which apply to all U.S. EPA Brownfield Grant projects. We will use several strategies to meet the MBE/WBE requirements in a manner that will best serve the HCED's overall project goals.

Although reporting on MBE/WBE participation to U.S. EPA is required only on an annual basis, Stantec will monitor participation and compliance with the six GFEs on a quarterly basis, and include this documentation as part of our financial and progress reports to HCED. This will enhance both the monitoring and record keeping process, and assure that appropriate focus is given to this project requirement from the beginning and throughout the project.

Stantec has worked under oversight of the Iowa DNR and U.S. EPA on over 265 contamination projects across the state and are actively providing investigation and remediation services at 17 additional sites.

organizational chart



- Inventory Lead**
David Constant
- Support**
Andy Swaim

- Phase I & Phase II ESA Lead**
Robert Malcomson
- Support**
Karin Wilhelm

- Remedial Planning Lead**
Mimi Wagner
- Support**
Heidi Waller

- Agency Reporting Lead**
Lindsey Brown
- Support**
Kayla Fischer

- Reuse Planning & Community Outreach Lead**
Wendy Van Duyne
- Support**
Mimi Wagner

- Health and Safety Lead**
Dan Feldt

Recognizing that environmental constraints are typically only one obstacle to revitalization, our team will come together to address infrastructure, permitting, legal, and financial challenges in order to create aspirational yet achievable redevelopment plans.

02 // management outline

BROWNFIELD ASSESSMENT GRANT WRITING

PROJECT UNDERSTANDING

HCED intends to prepare and submit an application to the U.S. EPA for a Community-wide Brownfield Assessment Grant as part of the FY 2021 competition. The project will occur in two phases: the preparation of grant application and implementation, if awarded. Stantec's scope of work will be developed as part of the grant application and will include: (1) Grant Administration and Reporting, (2) Site Inventory, (3) Community Outreach, and (4) Environmental Assessment, Cleanup Planning, and/or Site Reuse Planning. HCED is eligible to apply for a maximum grant award of \$600,000 for "petroleum" funding (for former petroleum sites) and "hazardous substance" funding (for sites where hazardous substances other than petroleum are the primary constituents of concern, including asbestos).

BROWNFIELD ASSESSMENT GRANT IMPLEMENTATION

PROJECT UNDERSTANDING

During implementation, we will lay the groundwork for additional U.S. EPA and state funding assistance. We will also incorporate reuse planning to unlock developer interest and attract private investment. With our team's track record of successful grant implementation projects, intimate knowledge of the U.S. EPA Brownfield Grant Program requirements, and local experience, we can provide the technical assistance needed to position HCED and the cities you serve for successful redevelopment. We'll work with you to inventory, assess, and conduct cleanup/reuse planning of priority sites in support of the HCED's established revitalization goals.

The schedule on the following page outlines Stantec's model for managing the grant writing and implementation process.

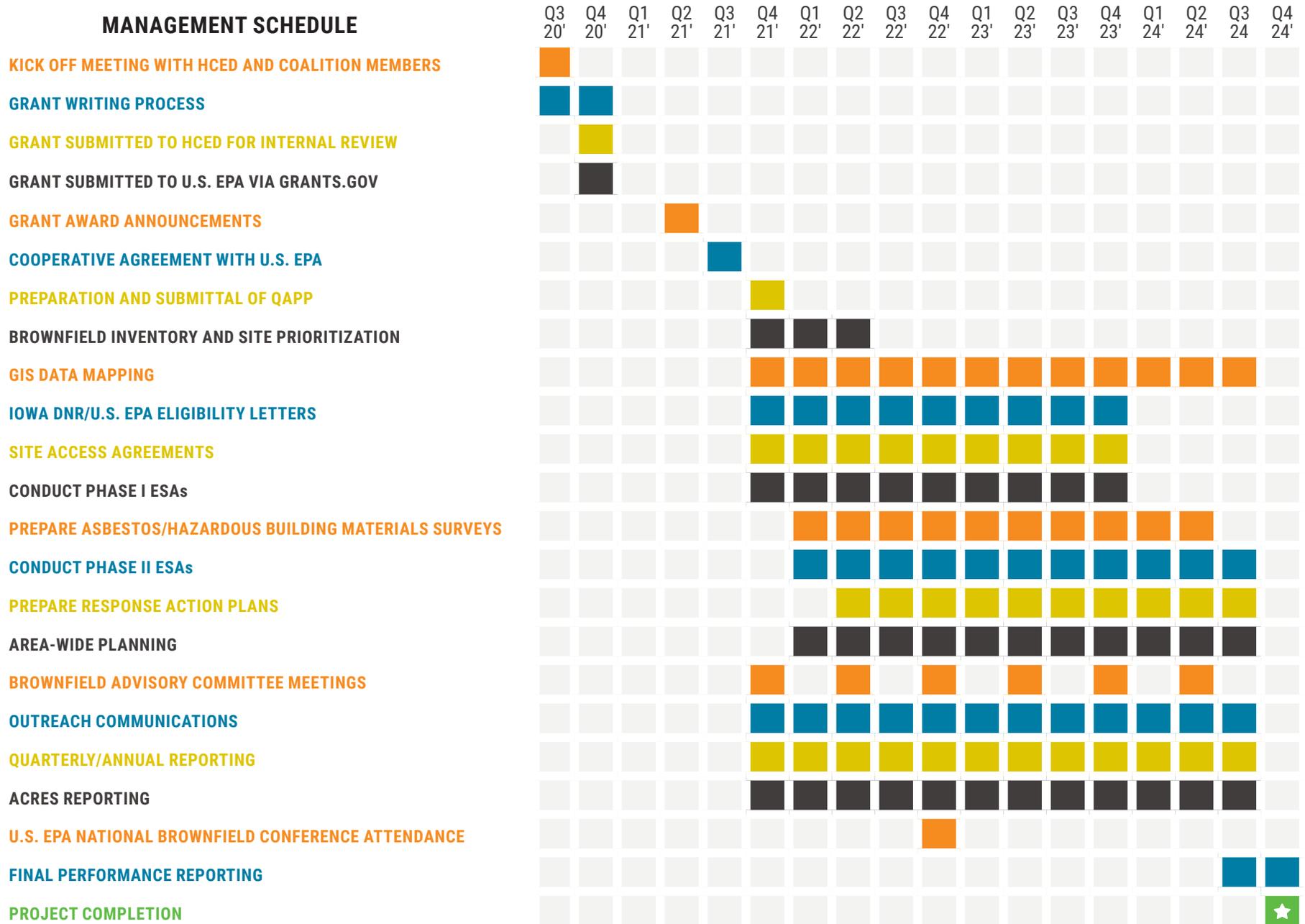


**2013 National Brownfield
Renewal Award
Recipient for Economic Impact
Wausau East Rierfront
Development and Cleanup,
Wausau, WI**

***We have every tool in our
toolbox needed to advance
your projects.***

*With economic development
and job creation always at the
forefront bringing your brown-
field projects to life.*

MANAGEMENT SCHEDULE



03 // project methodology

BROWNFIELD ASSESSMENT GRANT WRITING SERVICES

PROJECT UNDERSTANDING

HCED wishes to submit an application to the U.S. EPA for a Community-wide Brownfield Assessment Grant as part of the Fiscal Year (FY) 2021 grant competition. The funding, if awarded, will be used to support HCED's ongoing planning, funding, and economic development initiatives.

The project will be broken into two phases: 1) grant writing and 2) implementation (if funding is awarded). The scope of work for the implementation phase will be developed as part of the grant preparation process. However, based on our past experience and U.S. EPA Grant requirements, we anticipate the following tasks: grant administration and reporting, brownfield inventory, community outreach, and one or more tasks focused on environmental assessment, and cleanup and/or site reuse planning.

HCED is eligible to apply for funding as it meets U.S. EPA's definition of a "general purpose unit of local government" as defined in 2 Code of Federal Regulations (CFR)". All of the cities within the County also meet this definition and eligible to serve as members of the coalition if they choose.

Based on FY 2021 guidelines, the maximum grant award available to coalitions is \$600,000. U.S. EPA funding for brownfields includes: "petroleum" (gas stations, auto repair facilities, or sites where gasoline or other petroleum products are the primary constituents of concern) and "hazardous substance" (dry cleaners, former manufacturing facilities, and other types of sites where hazardous substances other than petroleum are the primary constituents of concern). Older buildings that are targeted for renovation/reuse or demolition and could contain asbestos, lead based paint, and other types of hazardous building materials, represent another category of hazardous substance brownfields.

APPROACH AND METHODOLOGY TO GRANT WRITING

To date, Stantec has helped clients secure over \$60 million in funding U.S. EPA Brownfield Grants. Through our previous success preparing U.S. EPA brownfield grant applications, Stantec has developed and refined a process for preparing winning applications, resulting in a success rate greater than 90%.

Our U.S. EPA grant writing experts, located in Stantec's Milwaukee, Wisconsin and Minneapolis, Minnesota, will lead the grant writing phase of the project. Our proposed grant writing team for HCED's application will be Dave Constant (project manager) and Lindsey Brown (assistant project manager). **Together this team has prepared more than 20 successful U.S. EPA brownfield grant applications.**

We anticipate a kickoff meeting with HCED and cities with confirmed interest in participating as coalition members to start the grant process. Hosting a meeting of this type enhances the scoring potential, and also provides an opportunity to answer questions related to the grant, and to solicit required letters of support.

At the beginning of this process, Stantec will solicit input from HCED staff, and work to develop a written "win strategy." This document will identify the most compelling characteristics of the County related to U.S. EPA funding priorities and provides an initial strategy for achieving a high score in each section of the application.

PRESENTING AN AUTHENTIC PROJECT

Developing an authentic project that is closely aligned with HCED's brownfield-related needs, challenges, and opportunities is key. We've found great success when the brownfield site selection and prioritization process, allocation of funds, and proposed collaborations with local organizations and businesses reflects genuine input from HCED and coalition members. The effort put into developing an authentic project during the grant application phase will also result in a better and more focused project that can "hit the ground running" after funding is awarded and the implementation phase begins.

SELECTING COMPELLING TARGET AREAS AND BROWNFIELD SITES

Identifying specific target areas with real environmental issues as the focus for the assessment grant project will be an initial priority. Based on U.S. EPA funding priorities, the grant application will have a greater likelihood of securing funding if the target areas include socially or economically disadvantaged residents (as defined by U.S. EPA) and a significant brownfield site or a number of brownfield sites. Ideally, these target areas have been the subject of previous planning efforts and/or are the focus of recent or planned future redevelopment/revitalization efforts.

The U.S. EPA prefers to provide direct funding to areas where there is both a significant need and potential for assessment activities to lead to near-term redevelopment or reuse. The current application guidelines include an increased focus on identifying specific sites within the grant application



We see potential.

We'll tailor our approach with your short- and long-term redevelopment objectives to achieve HCED's desired outcomes.

that have a potential for reuse. Some sites may already be owned by municipalities within the County, although this is not necessary to use these funds as assessments can be performed on privately owned sites.

Compelling brownfield sites vary significantly and are often, vacant, or abandoned; with significant potential for environmental contamination; located near or within low income or minority neighborhoods; adjacent to water or other sensitive environments; and/or have significant reuse potential. Stantec will work with HCED and coalition members to identify compelling brownfield sites that can be featured in the grant application, thereby increasing the likelihood for success.

ATTENTION TO DETAIL

One of the simplest, but most important strategies for preparing a successful U.S. EPA brownfield grant application is attention to detail and responding explicitly to every section included in the application guidelines. A mediocre response that completely and accurately addresses the application guidelines will typically outscore a more compelling response that is incomplete. This is because the U.S. EPA scoring process is subtractive. Each section starts with a maximum score, from which points are deducted based on how well the section addresses the application instructions and scoring criteria. The process Stantec uses to prepare, review, and assemble U.S. EPA brownfield grants reflects our understanding of this scoring process, as well as the insights gained through the successful preparation of over 100 U.S. EPA brownfield grant applications over the past nine years.

DEMONSTRATING PARTNERSHIPS

Another key component of the grant application is demonstrating partnerships with federal, state, or local agencies and local organizations and businesses. To demonstrate these partnerships, Stantec will assist HCED with securing commitments from local organizations and businesses to play a roll in the implementation of the grant such as, posting information about the funding on their website, providing space for community outreach as an in kind donation, or assisting with site selection as a part of the Brownfield Advisory Committee (BAC).

The impact of brownfields on the health and welfare of communities is required as part of the application. If brownfields are noted to have a disproportionate impact on one of these communities, the U.S. EPA reviewers will expect support from organizations representing these

groups. Similarly, if local water bodies or other sensitive environments could be negatively impacted by a brownfield site(s), it is important to include environmental group(s) focused on protecting these areas. The same applies to economic development or job creation. If this is identified as a key project goal, an economic development entity and/or workforce development organization should be included as well.

DEVELOPING A CONSISTENT AND COMPELLING STORYLINE

The U.S. EPA Brownfield Grant program has become very competitive. Through our decades of combined experience, we've learned that developing a consistent and compelling storyline leads to successful applications. The Stantec team will work with HCED early in the process to identify the unique combination of geographic, demographic, economic, and environmental factors that shaped the history of the County. The goals for the brownfield project will be woven into a larger storyline, with an emphasis placed on HCED's highest priorities (such as increasing tax base, eliminating blight, attracting investment, supporting job creation by local entrepreneurs, protecting the environment, etc.). The proposed tasks, prioritization method, and stated outcomes will be written to reflect these goals in the overall narrative.

COALITION-SPECIFIC STRATEGIES

A coalition requires participation of at least two local units of government. To provide an incentive for communities, we recommend that each city that participates be guaranteed a minimum portion of the grant award to be used on areas of highest priority.

The "right" number of coalition members for the grant application is subject to debate, and the peculiarities of the U.S. EPA review and scoring process. While having more coalition members is favorable, the applications for coalition grants are subject to a 10-page limit.

Although we try to limit the amount of coalition members identified in the application the funding can be used for any of the communities HCED serves during implementation.

QUALITY ASSURANCE/QUALITY CONTROL (QA/QC)

Stantec has developed a rigorous QA/QC process specifically tailored to U.S. EPA brownfield grant applications. This process includes a complete review by a senior-level technical expert, an independent review, and an

administrative review. This three-step process occurs after a complete draft has been prepared. Each reviewer reads the full application with a different focus. The senior technical reviewer focuses on factual details and guideline conformance; the independent reviewer evaluates the overall storyline for consistency in identified needs, goals, and priorities; and the administrative reviewer focuses on grammar, typos, formatting, cross references, and completeness.

Quality is key. Stantec's experienced team will provide HCED with a high quality, focused brownfield grant that meets the U.S. EPA guidelines, and tells a compelling story for brownfield revitalization throughout the County.

Addressing Issues and Coordinating with HCED

Throughout the entire grant writing process, Stantec's proposed team led by Dave Constant and Lindsey Brown, will communicate with HCED staff on a weekly basis via phone, email, and virtual meetings.

The U.S. EPA requires grant applications to be submitted online via the www.grants.gov website. This requires HCED to: (a) have an assigned Dun and Bradstreet Data Universal Number Systems (DUNS) number, (b) have an active System for Award Management (SAM) account, and (c) be registered on the website. The above items may take a month or more to complete; therefore, it will be important to confirm the status of your registration immediately to meet the October 28, 2020 grant application deadline.

SCOPE OF WORK

The grant application scope of work for HCED includes the following services:

- Research and analysis for the grant application
- Assistance forming a coalition of governments in the Hardin County
- Compilation of demographic data
- Assistance soliciting letters of support from the Iowa DNR- Iowa Brownfield Redevelopment Program
- Assistance recruiting and engaging local organizations and businesses, and other County stakeholders
- Prioritize and select the appropriate sites to include in the grant application consistent with the U.S. EPA Brownfield Assessment Grant program
- Attend meetings and provide professional expertise in preliminary selection of focus sites and updates on grant application progress
- Assist HCED staff with final grant submittal

GRANT WRITING PROCESS

Dave Constant and Lindsey Brown will write most of the grant application, perform a significant portion of background research, lead storyline development, and coordinate with HCED staff. They will be supported by a team of Stantec brownfield experts when performing these tasks, including research on statistics, site background information, health data, and other information to support the application.

Dave Rautmann will be assigned the lead role in performing QA/QC on the grant application. Since 2010, Dave has lead Stantec's Central Region Brownfield Team and has performed QA/QC on over 90% of the team's successful applications.

BROWNFIELD ASSESSMENT GRANT IMPLEMENTATION

PROJECT UNDERSTANDING

If successful, the grant application will result in \$600,000 in funding to be used over three years for inventorying, assessing, and remedial and/or reuse planning. Although the application will identify specific target areas, we anticipate that a significant portion of funding will be reserved for sites that were not identified in the application. This will enable HCED and coalition members to address priority brownfield sites that were not identified or known at the time of submittal.

HCED is not only an excellent candidate to receive a U.S. EPA Assessment grant, it is also well positioned to have significant near term success during implementation.

MANAGEMENT AND IMPLEMENTATION

Following contract award, a project kick-off meeting will be held between Stantec and HCED to identify a project management and implementation plan that is best suited to your preferences, needs, and workload. This will include the types of information, data, and assistance expected from the County in order to complete this project. At a minimum, HCED will need to provide for legal site access to the properties to be assessed. Depending on the U.S. EPA project manager, the U.S. EPA may prefer all correspondence come from a HCED representative rather than Stantec.

Stantec can also assist HCED on their behalf to set up the Automated Standard Application for Payment (ASAP) system required for drawdown of funds, etc. if desired. During this meeting, we will also define the Stantec and HCED team members roles and responsibilities and provide an

overview of the U.S. EPA grant process. We recommend that the pre-QAPP conference call be completed with the U.S. EPA project manager during the kickoff meeting.

We believe the key to a successful U.S. EPA grant is open communication between the U.S. EPA project manager, HCED, and Stantec. **David Constant**, the project manager, typically communicates with his grantees on a monthly basis to discuss the status of ongoing projects and upcoming work. At minimum, a reoccurring monthly conference call will be completed to discuss the grant status. Keeping the U.S. EPA informed of progress under the grant is also essential and should be completed on a quarterly basis but typically occurs more often to obtain the necessary approvals needed to complete assessment activities.

Prior to completing any assessment work at a brownfield site, eligibility determinations need to be prepared, submitted, and approved by the U.S. EPA project manager for hazardous substance sites or the Iowa DNR for petroleum brownfield sites. In addition, site-specific Sampling and Analysis Plans (SAPs) and Health and Safety Plans (HASPs) are required to be submitted and approved by the U.S. EPA project manager prior to completing Phase II Environment Site Assessment (ESA work). Stantec has worked closely with numerous U.S. EPA project managers and has established a streamlined process for obtaining these necessary approvals typically within a few days of submittal.

Brownfield Inventory and Site Prioritization

Stantec will help HCED review and update your inventory of brownfields properties with identified issues. As part of the inventory, HCED will acquire geographic information to integrate the brownfields data with the County's geographic information system (GIS). Following completion of the initial inventory, sites will be prioritized for assessment based on input. Factors to be considered in prioritizing sites will include: (1) long-term and short-term economic development potential/opportunities, (2) known or suspected threats to public health, (3) degree of known or suspected environmental impacts, (4) degree of blight or underutilization, (5) tax delinquent status, and (6) concerns of the community.

Since 2011, Stantec has implemented more than 100 U.S. EPA Brownfield Grants, completing a broad spectrum of inventory and prioritization tasks customized to each grantees' specific target areas, interests, and needs. This process included GIS analyses encompassing data for thousands of parcels, windshield surveys, incorporation of information from federal

and state environmental databases into GIS, and integrating new types of data into GIS (such as georeferenced images of Sanborn fire insurance maps and data from CoStar Real Estate Listing reports). Our team also has experience creating, updating, and enhancing GIS-compatible brownfield inventories and is prepared to support HCED with the full-suite of services needed for implementation, including meeting geospatial data standards. Stantec personnel can guide HCED through this process having helped numerous grant recipients conduct a broad spectrum of prioritization activities for sites included in the brownfield inventory as well as additional sites that are typically nominated or identified during later stages of the project. Our prioritization strategy aligns with HCED's and is typically based on a combination of economic development, environmental, and social/community U.S. EPA priority criteria. The specific criteria and their assigned "point weightings" are tailored to a specific client or neighborhood's priorities. We have developed a wide range of community "exercises" that

can be integrated with the inventory or outreach tasks and used to solicit input on various potential prioritization criteria. The assigned scores or ranking are used as one factor in prioritizing sites for use of funding or soliciting additional community input. Other factors include the likelihood of being eligible for funding and securing access. We will support prioritization activities and offer suggestions or recommendations for new or innovative activities that further overall HCED goals for the project.

An inventory makes public officials more aware of the numbers, locations, and other attributes of underutilized properties within their jurisdiction. We are also experienced in making determinations of eligibility for use of the U.S. EPA funds so that funds can be properly allocated. The options available to grantees for developing inventories are almost unlimited.



Reducing Risk and Developing Value.

When it comes to brownfields, the challenges are unique but the opportunities are valuable.

Phase I ESAs

After site prioritization is complete, Stantec will prepare site eligibility determinations and submit them to the applicable agency for review and approval prior to spending grant funds (Iowa DNR for petroleum and U.S. EPA for hazardous substances). Up to 16 Phase I ESAs will be completed. We understand HCED will obtain legal access to properties not owned by the County in order to conduct Phase I (or Phase II) ESAs. HCED will use reasonable good faith efforts to execute a formal voluntary Property Access Agreement with current property owners. Property owners may affirmatively respond to this request to allow HCED access to the property. Only if the site poses an imminent health threat or under other extenuating circumstances will alternative property access measures be pursued as allowed by local ordinances and Iowa law. Stantec will provide example access agreements, if desired.

After obtaining access and eligibility approval, the Phase I ESA will be implemented and completed within three to four weeks of approval to proceed. The Phase I ESAs will meet U.S. EPA's "All Appropriate Inquiry Rule" and ASTM International E1527-13 requirements. As part of this task, Stantec anticipates conducting Phase I ESAs at at least 16 priority sites. To assist the development community, assessments will be conducted as opportunities for purchase or redevelopment become available.

At Stantec, we understand the challenges associated with conducting Phase I ESAs on brownfield sites in older areas, where: (a) previous occupants may not be available for interviews, (b) buildings or other structures have long ago been demolished, and (c) contamination sources may be present that are not typically identified through the standard Phase I ESA process (i.e., historic fill materials, illegal dumping, exposure to floodwaters and historic sources of air pollution not specifically associated with a target property). However, by utilizing local Stantec staff familiar with the County we will overcome this obstacle. Following completion of each Phase I ESA report an electronic copy will be forwarded to the County, city site is in, and the U.S. EPA Project Officer. With each Phase I ESA report, a photo log will be created of the site or building and included in the report. The Phase I ESAs will determine whether Phase II ESA assessment activities are necessary at the individual properties.

Phase II ESAs

As part of this task, Stantec anticipates conducting Phase II ESAs on up to 10 sites, if recommended by the Phase I ESA reports. Prior to conducting any Phase II ESA investigative work, a multi-site Quality Assurance Project Plan (QAPP), including individual field sampling and

analysis plans, will be prepared by the selected environmental consultant and reviewed for approval by U.S. EPA Region 7 staff. Phase II ESAs will be conducted to define subsurface conditions at sites where Phase I ESAs suggest additional investigation is warranted. Sampling methods (e.g., geoprobe direct push, rotary drill rig, hand augers, backhoe test pits) will be selected based on location of contaminants, site conditions, and type of contaminants. HCED will coordinate with the Iowa DNR regarding any necessary investigations where contamination is found. Following completion of each report, electronic copies of all Phase II ESA and remediation planning reports will be forwarded to HCED, city where site is located, and the U.S. EPA Project Officer.

Quality Assurance Project Plan (QAPP)

Completing a QAPP is an essential component of this grant and is needed prior to completing a Phase II ESA. Stantec has completed hundreds of QAPPs for clients across the county and for each U.S. EPA Assessment grant we are working on. Each of the federally approved QAPPs address hazardous substance and petroleum constituents, as well as asbestos, lead-based paint, and other hazardous building materials. They also incorporate quality assurance data for multiple certified laboratories.

Site-Specific Sampling and Analysis Plans (SAP)

To maximize assessment services, we put enhanced focus on development of the site-specific SAPs for each site. Well-designed strategies for use of field screening and use of focused versus broad constituent lists (i.e., analyzing for only selected metals at certain locations instead of all eight Resource Conservation and Recovery Act (RCRA) metals), can significantly increase the effectiveness of the Phase II ESA in providing data most relevant to assessing environmental liabilities. Each U.S. EPA funded Assessment Grant Stantec has been involved has required SAPs and HASPs. This in-depth planning and implementation experience results in successful investigations for our clients. Each SAP is prepared in support of an approved QAPP and outlines the steps necessary to complete a compliant investigation. This approach provides accurate and relevant data for assessing environmental liabilities, significantly increasing the effectiveness of the Phase II ESA. Each SAP is submitted to the U.S. EPA Project Officer for approval.

Health and Safety Plans (HASP)

Stantec maintains a health and safety program in accordance with Occupational Safety and Health Administration (OSHA) requirements for environmental investigation and cleanup sites that are subject to OSHA Hazardous Waste Operations and Emergency Response (HAZWOPER)

requirements as outlined in 29 CFR 1910.120. We are experienced at preparing HASPs and addressing OSHA and other health and safety rules and requirements. **We have included Dan Feldt on our team, a Certified Health and Safety Officer who specializes in OSHA regulations and has prepared and/or reviewed hundreds of HASPs during his 39-year career.**

Redevelopment Planning Documents

We are experienced in developing Analysis of Brownfield Cleanup Alternatives (ABCA) documents and other types of cleanup plans or analyses for U.S. EPA grant projects. Stantec will develop cleanup plans that include information on the effectiveness, cost, and feasibility of each alternative. Whenever possible, ABCAs will consider reuse options consistent with public health environmental objectives and options for greener, sustainable cleanups and waste diversion, that are consistent with Iowa DNR requirements and guidance.

Site Remediation Work Plans and Conceptual Redevelopment Site Plans

Remedial action planning is the bridge between site investigation and redevelopment. You cannot have a successful redevelopment without this step. Stantec balances the developers needs and our client's redevelopment goals with regulatory compliance and overall cost. This is an area where significant cost savings can be realized. Stantec also considers resiliency in all aspects of design and implementation. Our green remediation and redevelopment experts can assist with sustainable development using Leadership in Energy and Environmental Design (LEED) building standards and the "Envision" infrastructure design framework.

The U.S. EPA Brownfield Grant program allows Assessment grant funds to be used for planning studies to support redevelopment including:

- Site Disposition Strategy
- Resource Roadmap
- Market Study
- Land Use Assessment
- Infrastructure Evaluation
- Evaluation of Market Viability
- Community Health Assessment
- Brownfield Revitalization Plan
- Site Reuse Assessment

Stantec planners and engineers can provide the needed studies to support redevelopment planning and will work with HCED and developers to

understand the redevelopment and cleanup costs, the expected outcomes, and the viability of the development. This information is critical to attract successful development to Hardin County. Stantec can work with HCED to prepare a request to the U.S. EPA to re-allocate funds as needed. We have successfully done this and most of the grants in order to keep the scope flexible. Stantec will also work with the developers (typically under separate contract), to help manage the environmental aspects of a site during development.

Community Outreach

Community involvement is imperative to the successful implementation of brownfield grants. It will be used to:

- Evaluate potential redevelopment sites based on the identified priority areas in HCED's Comprehensive Plans
- Build relationships between HCED the cities, and residents to foster cooperation
- Meet U.S. EPA regulatory requirements

Stantec brings an in-depth understanding of U.S. EPA priorities for community involvement, as well as many established relationships in Iowa. We will work with you to develop an overarching Comprehensive Community Outreach and Public Participation Program that strategically uses traditional, targeted, innovative, and online outreach tools and methods to reach a broad and inclusive audience.

Scope of Work

The grant implementation scope of work for HCED includes the following services:

- Coordinate activities as required with HCED, Hardin County Board of Health, and U.S. EPA Regional staff
- Prepare and maintain detailed schedules and budgets for assessment activities
- Conduct brownfield site assessment activities and studies
- Prepare technical and progress reports
- Evaluate cleanup options, risk assessment analysis, and costs
- Prepare a QAPP in compliance with U.S. EPA regulations
- Complete a County-wide brownfield inventory and assist with prioritizing sites for assessment and redevelopment

- Attend HCED meetings and provide professional expertise
- Conduct Phase I and Phase II ESAs
- Provide completed Phase I and Phase II ESA reports, site investigation reports, remedial action options reports, remedial action plans, and other reports or plans
- Conduct field investigations including sample collection and lab analysis
- Conduct a housing needs assessment
- Project management, implementation, and/or technical oversight
- Professional advice regarding issues associated with land reuse/ redevelopment and related matters
- Provide regulatory and financial information
- Prepare presentations to provide information about the grant and/or individual project progress
- Develop preliminary budget, financing options and implementation plan for remediation assessments and cleanup/reuse

- Complete contaminant characterization and risk assessments as necessary following Phase II activities (as funds allow)

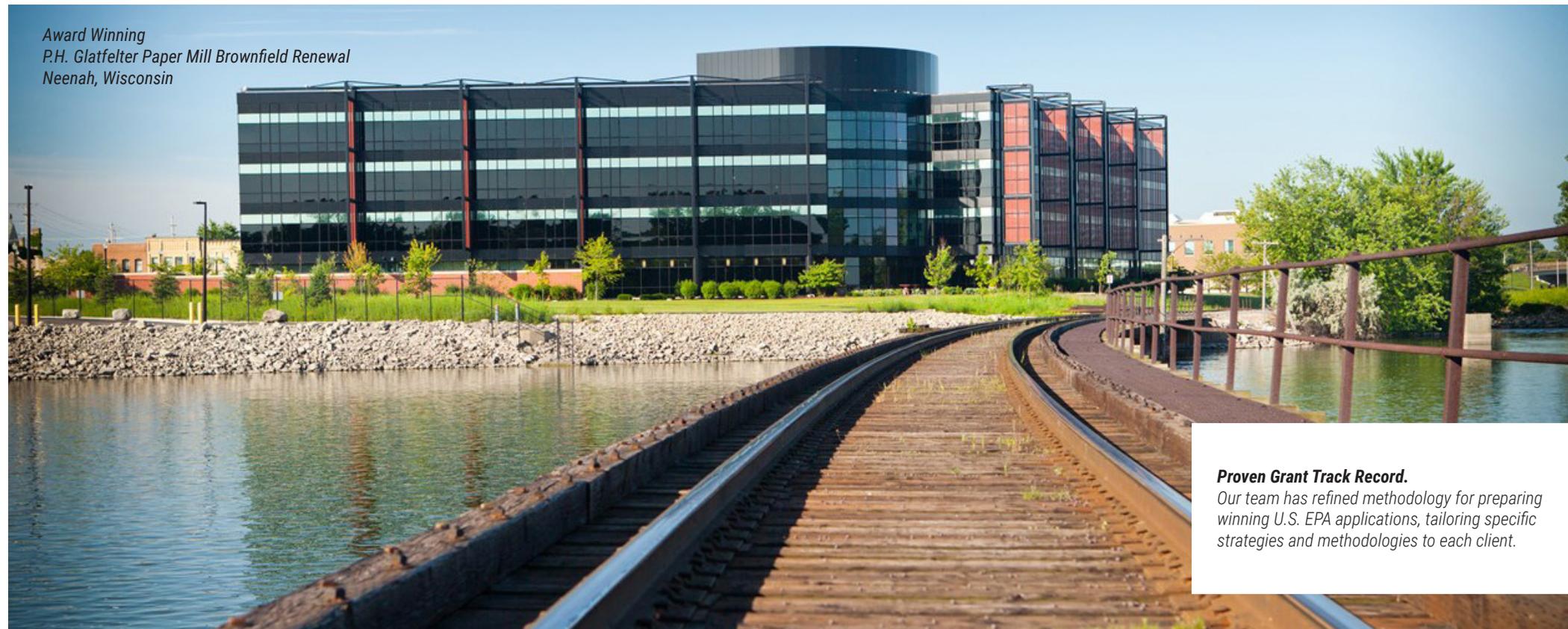
Grant Implementation Process

David Constant will serve as the project manager during the duration of the grant implementation and will be responsible for day-to-day management of project activities, coordination with HCED, and addressing any issues that arise. **Robert Malcomson and Lindsey Brown**, will serve as the assistant project managers. This team has a successful track record working together writing brownfield grants applications and implementing brownfield projects including six in just the last five years alone.

Addressing Issues and Coordinating with HCED

Dave Constant and Lindsey Brown will also serve as the project management team throughout the grant implementation process. Dave, with Lindsey's assistance, will be responsible for day-to-day project management, coordination with HCED staff, and addressing any issues that arise for individual sites.

*Award Winning
P.H. Glatfelter Paper Mill Brownfield Renewal
Neenah, Wisconsin*



Proven Grant Track Record.

Our team has refined methodology for preparing winning U.S. EPA applications, tailoring specific strategies and methodologies to each client.

EXPERIENCE AND CAPABILITIES

We support our public and private clients in a diverse range of markets at every stage, from the initial conception and financial feasibility to project completion and beyond. We take pride in our long history of being part of the communities we serve. Our local experience within Iowa includes more than 25 years of projects. With more than 1,000 staff based in our Midwest offices, Stantec has the resources to effectively assist the HCED with implementing U.S. EPA grants to leverage lasting benefits.

Professional/Project Experience

At Stantec, we understand the complex challenges and opportunities presented by brownfield projects. We recognize the financial, legal, and environmental risks, and leverage the expertise of our multidisciplinary team of planners, landscape architects, environmental scientists, civil engineers, transportation specialists, and communications consultants to help reclaim and reshape these sites.

The Stantec team has a robust history of successful brownfield grant writing and implementation services for public and private sector clients throughout the US. For the U.S. EPA Brownfield Grant Program, our staff has helped secure and implement all types of brownfields funding (assessment, cleanup, area-wide planning, and Revolving Loan Fund (RLF) grants). We've had particular success with assessment grants, the focus of this RFP, with nearly 100 grants secured to-date. Stantec's 90% success rate is the outcome of our specific federal grant writing process, as well as our proven ability to design and convey our client's projects in a manner that aligns with U.S. EPA funding priorities. Pursuing grants on a regional and national basis has provided our staff with the opportunity to work with U.S. EPA staff in different regions, gaining further insights into U.S. EPA's funding priorities and scoring process.



U.S. EPA Brownfield CWA Grant Application and Implementation

Location: Topeka, KS

Reference: City of Topeka, Dan Warner, AICP, Comprehensive Planning Manager, (785) 368-3006, dwarner@topeka.org

In 2016, Stantec was retained by the City of Topeka to assist in preparing a U.S. EPA Brownfield CWA Grant application, which resulted in \$300,000 in funding for the City. Stantec was also retained to implement the grant over a three-year period. The target site was identified as the three-mile North Topeka Redevelopment Area (NTRA), that includes historic riverfront industrial properties, surrounding neighborhoods, and is bisected by the Kansas River. The grant is being utilized to inventory brownfield properties, perform environmental assessments, conduct remedial and area-wide planning, and assist with community involvement activities. The planning and community involvement activity timeline had begun before the COVID-19 pandemic and was planned around in person meetings and engagement. Stantec and the City worked together and shifted this phase of the project to be completely virtual utilizing GIS Story Map capabilities, ZOOM, and other interactive features to still produce a success planning and engagement process to further the City's plan for the NTRA and an Agricultural Innovation District.

The project is furthering the City's long-term efforts to revitalize the business district and riverfront areas is supported by multiple stakeholders including the Kansas Department of Health and Environment, Kansas State University, Shawnee County, and numerous community-based organizations. The CWA Grant is also being used to position sites for additional funding, advancing these areas to cleanup and redevelopment.



U.S. EPA Brownfield Coalition and CWA Applications and Implementation for Dakota County and the Dakota County Community Development Agency (CDA)

Location: Dakota County, Minnesota

Reference: Dakota County, Cathy Udem, Hydrogeologist/ Project Manager, (952) 891-7588, Cathy.Udem@CO.DAKOTA.MN.US

For the FY 2010 grant competition, Stantec was retained by Dakota County to prepare and implement U.S. EPA Brownfield CWA hazardous substance and petroleum grant applications. The County has a wide range of brownfield sites, including former heavy industrial sites along the Mississippi River in “first ring” suburbs such as South St. Paul, smaller historic manufacturing sites in historic riverfront cities such as Hastings, aging strip malls in second- and third-ring suburbs, and more than 1,600 dump sites throughout the County.

Our team prepared eligibility determinations for 10 sites with a total of 18 parcels, prepared sampling and analysis plans for five sites, prepared Response Action Plans (RAPs) and Construction Contingency Plans (CCP), and completed Phase I and Phase II ESAs for seven sites. Stantec also completed an initial inventory of sites nominated by local governments, prepared a QAPP, conducted multiple public outreach meetings for variety of stakeholders, and supported quarterly reporting.

These grants have supported the City of Hastings' efforts to redevelop the former HD Hudson manufacturing facility into a hotel with commercial spaces along the Mississippi River; the City of Eagan's 51-acre Cedar Grove District development; the City of Hampton Main Street revitalization; and the City of Rosemount's efforts to transform a former school into a senior center complex.

In 2018 Stantec assisted the Dakota County CDA with help as well from Dakota County with securing a U.S. EPA Community-wide Brownfield Assessment Grant with coalition members including the cities of South St. Paul, West St. Paul, and Hastings. Site eligibility determinations, access agreements, Phase I ESAs and Phase II ESAs are in process.

The CDA in conjunction with the County is in the process of creating a virtual community engagement platform with a focus on environmental justice.



U.S. EPA Brownfield CWA Grant Application and Implementation for the City of Mankato

Location: Mankato, Minnesota

Reference: City of Mankato, Kristin Prososki, Associate Director of Housing and Economic Department, (507) 387-8687, kprososki@mankatomn.gov

Working in partnership with the City of Mankato, Stantec prepared an application for the FY2017 U.S. EPA Brownfield CWA hazardous substance and petroleum grant competition—which successfully resulted in \$300,000 in funding for projects to be implemented by Stantec. The grant primarily focused on redevelopment throughout the City where several sites were identified in the Old Town district of downtown Mankato. This area is a remnant of the original Central Business District with turn of the century buildings. Stantec continues to perform Phase I/II ESAs across the City and is working on the assessments of numerous historic building renovations in the Old Town district. We also completed an initial inventory of sites nominated by the Brownfield Advisory Committee, prepared a QAPP, conducted multiple meetings for a variety of stakeholders, and supported quarterly reporting. Stantec working with the City through this grant to complete an Area-wide plan of the Highway 69 corridor. This plan includes a market study, traffic study, virtual community engagement and will be completed fall 2020.



Wausau Riverfront Redevelopment

Location: Wausau, Wisconsin

Reference: City of Wausau, Brad Lenz, City Planner, (715) 261-6753, brad.lenz@ci.wausau.wi.us

Stantec helped the City of Wausau secure and implement two \$200,000 U.S. EPA brownfield cleanup grants, a \$151,000 Wisconsin DNR ready for reuse grant, a \$200,000 U.S. EPA brownfield area-wide planning grant, and a \$1 million Wisconsin Economic Development Corporation Idle Industrial Site grant. This and additional public and private funding was used to transform a half-mile section of the City's downtown waterfront into a mixed-use neighborhood that includes an array of public amenities (bike trails, wharf, stream, and parks). The 17-acre site included four vacant former industrial properties located within an area with a significant minority population and high levels of economic distress. Funding was used to demolish site buildings/foundations and perform remediation as part of site preparation. A former storm sewer was daylighted to create over 600 feet of urban stream (which can be navigated by kayak). Over 3,000 feet of pedestrian trail with overlooks and bridges, a public wharf, park and concession building were also constructed. A family entertainment venue (Wausau on the Water) was constructed including laser tag, game room, restaurant and bar. Adaptive reuse of surrounding buildings and new construction were recently completed and provide affordable and market rate housing. Site redevelopment is ongoing including additional apartments and commercial development and related infrastructure.

REGULATORY AND SCIENTIFIC/TECHNICAL KNOWLEDGE

The table below demonstrates the regulatory, scientific, and technical knowledge held by the Stantec team as it relates to the Request for Proposal.

PERSONNEL	OFFICE	FEDERAL ENVIRONMENTAL STATUTES AND REGULATIONS	IOWA STATUTES, LAWS, AND REGULATIONS	OSHA AND BROWNFIELD HEALTH AND SAFETY	SITE REDEVELOPMENT SERVICES	BROWNFIELD PROJECTS AND SITE REMEDIATION
DAVID CONSTANT	MINNEAPOLIS, MN	●	●		●	●
DAVE RAUTMANN	MEQUON, WI	●			●	●
ROBERT MALCOMSON	DES MOINES, IA	●	●			●
LINDSEY BROWN	MEQUON, WI	●			●	●
MIMI WAGNER	DES MOINES, IA		●		●	
ANDY SWAIN	MEQUON, WI				●	●
KARIN WILHELM	DES MOINES, IA	●	●			●
HEIDI WALLER	MEQUON, WI	●		●		●
KAYLA FISCHER	MEQUON, WI					●
WENDY VAN DUYNÉ	BISMARCK, ND				●	●
DAN FELDT	MEQUON, WI			●		

REGULATORY KNOWLEDGE AND COMPLIANCE

U.S. EPA Grant Writing and Implementation

Stantec is currently managing three types of U.S. EPA grants on behalf of our clients: Assessment, Cleanup and Revolving Loan Fund. Our approach to grant writing is unique within the industry, as shown by our outstanding results.

Federal Environmental Statutes or Associated Regulations

Stantec's experience with federal regulations includes the All Appropriate Inquiry (AAI) Final Rule, as well as the standards set forth in the ASTM E-1527-13, which is required for all Phase I ESAs. We also have detailed knowledge of the risk-based corrective action (RBCA) guidance published by ASTM, the RCRA, and the Toxic Substances Control Act (TSCA). We have performed investigation and remediation on numerous RCRA sites and have provided site cleanup and peer review services with respect to cleanup of polychlorinated biphenyls (PCBs) subject to TSCA .

Iowa DNR Environmental and Other Federal Laws and Regulations

Stantec has in-house experts knowledgeable in Iowa statute, law, and regulations pertaining to the assessment, cleanup, planning, and redevelopment of brownfield sites. Many of the personnel on this project have 20 or more years of brownfield consulting experience, providing a deep and broad knowledge base regarding any regulatory issues that arise.

Many project team members are well-versed in Iowa DNR regulations and programs, including using the Iowa DNR underground storage tank (UST) and aboveground storage tank (AST) assessment and cleanup guidance documents; asbestos renovation and demolition guidelines; and brownfields program.

We have prepared U.S. EPA-approved QAPPs in Region 7 and have completed more than 100 assessments as part of the U.S. EPA's assessment grant program nationwide, requiring extensive interaction with state environmental staff.

Occupational Safety and Health Administration (OSHA) and Other Health and Safety Rules or Requirements

Stantec maintains a health and safety program in accordance with OSHA requirements for environmental investigation and cleanup sites that are subject to HAZWOPER requirements as outlined in 29 CFR 1910.120. We are experienced at preparing HASPs and addressing OSHA and other health and safety rules and requirements. We have included Dan Feldt on our team, a Certified Industrial Hygienist who specializes in OSHA regulations and has prepared and/or reviewed hundreds of HASPs.

Technical Experience Related to ESAs, Brownfield Projects, and Contaminated Site Remediation

Stantec has exceptional experience conducting Phase I and II ESAs activities at hazardous substance and petroleum brownfields, as well

as other types of environmentally impaired sites. This includes having performed more than 2,500 projects involving underground storage tanks (USTs), 3,800 petroleum and chemical investigation/remediation projects, and more than 6,000 Phase I and II ESAs in the Midwest.

Our team has a broad range of experience relevant to designing and implementing effective and innovative remediation strategies. David Constant has extensive experience managing assessment and cleanup at sites impacted with hazardous substances and/ or petroleum, including large brownfield redevelopment sites and smaller commercial properties.

*Whitestone Station Brownfield Redevelopment,
Menomonee Falls, WI*



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STAFF RESUMES

EXAMPLE REPORTS

Brownfield Inventory Sample

Phase I Environmental Site Assessment Sample

Phase II environmental Site Assessment Sample

Remedial Action Plan and Report Samples

INSURANCE FORMS

GRANT TABLE



DAVID CONSTANT

PG, CPG

Stantec, Project Manager

Mr. Constant's knowledge and experience in environmental engineering and project management spans more than 34 years. His experience in property assessment and improvement includes participating in hundreds of Phase I and II Environmental Site Assessment. In addition, Dave has completed more than 200 site characterizations, remedial investigations, development of remedial action plans, federal and state regulatory evaluations and remedial system designs. These projects often include evaluating the vertical and lateral extent of detectable concentrations of volatile, heavy metals and semi-volatile organic compounds in the unsaturated and saturated zones.



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Clockwise:
Coon Rapids, MN; Red Wing
Site Plan; Brownfield Vacant
Building in Sioux Falls; and
Dakota County Cedar Grove
Final Concept



Brownfields (Project Manager)

Cities of Coon Rapids, Red Wing, St. Cloud, Mankato, Dakota County and Dakota County CDA, MN; Fargo, ND and Sioux Falls, SD – U.S. EPA Assessment Grants

David is responsible for implementation of eight U.S. EPA Brownfield Assessment Grants. The U.S. EPA scope of work includes Phase I and II ESAs, site investigation, remedial evaluations and development of remedial action plans. Other project activities include preparation of initial site eligibility determination forms, quality assurance plans, site-specific sampling and analysis plans, quarterly and annual progress reports and compliance with other U.S. EPA and state reporting requirements.

Environmental Site Assessments Phase I, II, III (Project Manager)

Various Locations, IA
Dave was responsible for the environmental due diligence (Phase I ESAs) associated with over 60 commercial property transactions; for the environmental assessment activities required to evaluate potential environmental liabilities associated with over 50 manufacturing, commercial and leaking underground storage tanks sites; and for the soil and/or groundwater corrective action designs for over 22 sites in Iowa.



Tiffin Shooting Range (Project Manager)

Tiffin, IA

Dave managed the Phase I and II ESAs and Remedial Feasibility Study of the Tiffin Shooting Range in Tiffin, Iowa for a potential redeveloper of the site.

Environmental Assessment Activities (Project Manager)

Austin, MN

Dave was responsible for the environmental assessment activities required to evaluate potential environmental liabilities associated with the site as well as possible eligibility of the site for U.S. EPA funding.

Environmental Assessment Activities (Project Manager)

Coon Rapids, MN

Dave was responsible for the environmental assessment activities required at the former Target Store T-42 to facilitate planned demolition and construction activities related to the new ice rink development and is currently managing two U.S. EPA brownfield assessment grants awarded to the City in 2010.

Education

Bachelor of Arts, Geology, Indiana University, Bloomington, Indiana, 1983

OSHA, Health & Safety Training for Hazardous Waste Operations, 40-hour, 1986

Registrations

Certified Groundwater Professional #1018, State of Iowa

Certified Professional Geologist, American Institute of Professional Geologists WY #PG-3274, WI #855-13, IN #2004, SC #945, MN #30491, IL #196000669



DAVE RAUTMANN

PE

Stantec, Senior Principal, QA/QC Reviewer

Mr. Rautmann's experience in engineering and project management spans 35 years. He serves as Sector Lead for Stantec's Environmental Services group in the Upper Midwest. In addition, Mr. Rautmann is responsible for management of multidisciplinary project teams. He is responsible for senior review of all Phase I Environmental Site Assessment reports for the Central Region and for review and approval of all Reliance Requests related to those reports. He is a skilled client manager who communicates with clients to maintain superior client satisfaction. This includes meeting with clients, ensuring client satisfaction, overseeing technical training and providing leadership for business development initiatives.



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Clockwise:
Former Alliant Energy wareyard,
now Welcome to Sheboygan Center;
Former Dairy, now Waterstreet park;
Former Erie Oil, Now Walgreens; and
Glatfelter Paper Mill



Brownfield Remediation and Redevelopment (Principal-in-Charge)

Various Locations, WI, MN, MI, and IL

Stantec has a strong reputation for brownfield redevelopment projects. Dave's operations in the Midwest serve as a center of excellence for this work within Stantec. Dave has experience on over 1,000 environmental remediation sites in the upper Midwest with many of these meeting the broader definition of a brownfield redevelopment; that being a former, typically blighted, industrial, commercial, or retail site with confirmed or suspected soil or groundwater contamination. The site is then redeveloped by remediating the contaminants; demolishing, de-constructing or restoring the former buildings; and re-purposing the site for a new higher use thus restoring the tax basis of the property. This is often accomplished through a public and private partnership using federal and state grant/loan money to supplement private financing.



Community Development Former Landfill Remediation (Principal-in-Charge)

Grafton, WI

Stantec has had a strong relationship with the Town of Grafton for many years, serving as the Town Engineer and completing a wide variety of environmental projects on behalf of the Town. A major project was the investigation, evaluation of remedial alternatives and implementation of the approved remedial action plan. Contaminants from the former landfill were first identified in residential drinking water wells downgradient of the landfill. Stantec was immediately involved negotiating a solution with the U.S. EPA and WDNR. A municipal water supply was extended to the affected residents. Subsequently to the immediate actions to protect health and welfare, Stantec developed and implemented a soil and groundwater investigation, sampled drinking water wells across the township, negotiated on behalf of the Town with the WDNR and the other responsible parties and helped develop the

final remedial action plan. Stantec is currently retained to implement the plan. Dave served as Project Manager for most of the project and still serves as Client Manager for the Town. Dave's negotiating skills throughout the project with both the regulatory agencies and other responsible parties helped the Town save money while still protecting the health and safety of the Town's residents.

Education

Bachelor of Science, Nuclear Engineering, University of Wisconsin, Madison, Wisconsin, 1978

Master of Science, Nuclear Engineering, University of Wisconsin, Madison, Wisconsin, 197900

Registrations

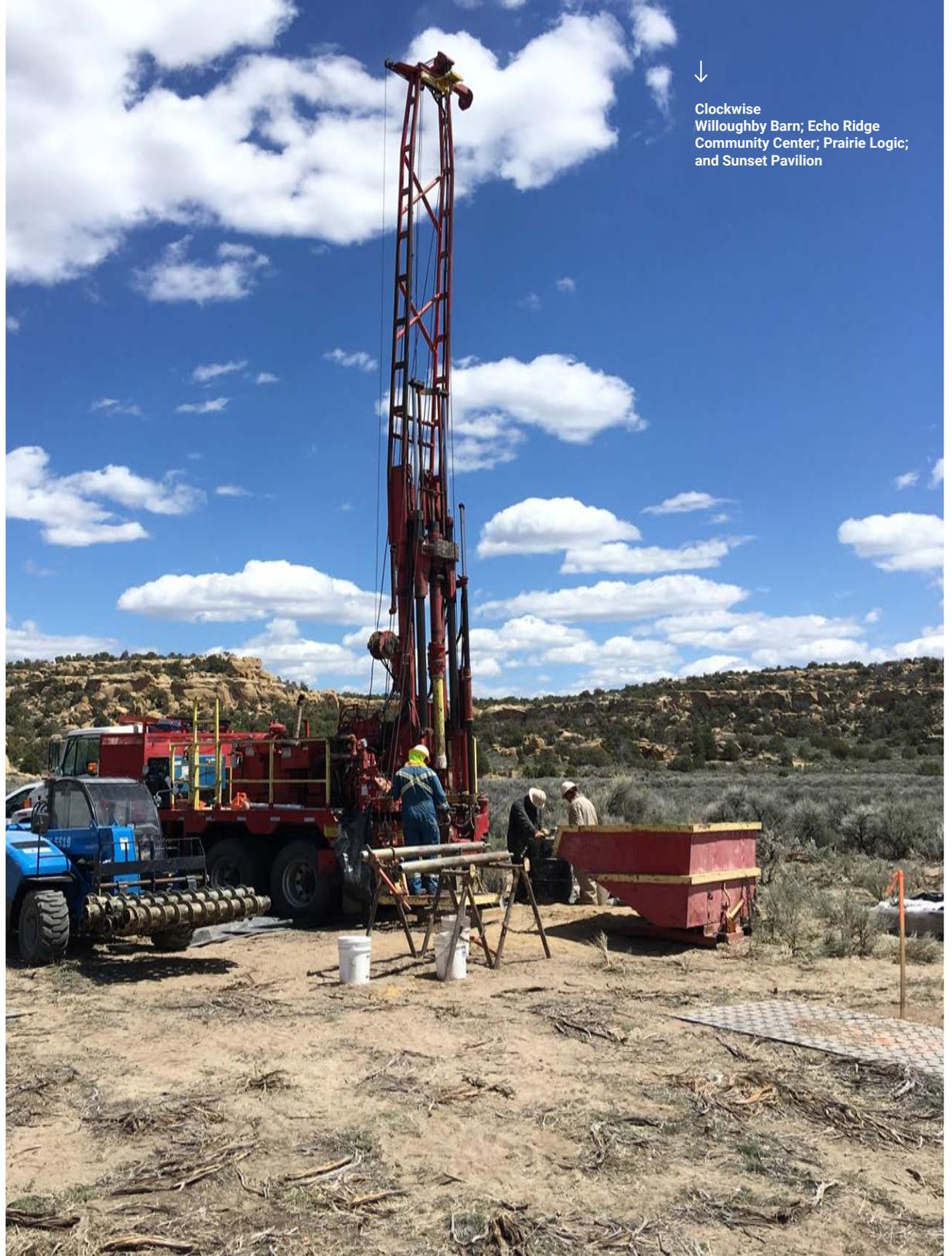
Professional Engineer, WI #22778-6, MI #6201037097



ROBERT MALCOMSON

Stantec, Assistant Project Manager

Rob has more than 27 years of experience in environmental and hazardous waste projects involving Environmental Health and Safety (EHS) Compliance, Due Diligence, Health and Safety (H&S) coordination and training, Resource Conservation Recovery Act (RCRA), asbestos, and underground storage tanks (USTs). His experience includes the planning and performance of hydrogeologic investigations and contaminant characterization; and evaluation of contaminant migration pathways according to risk-based protocols.



Clockwise
Willoughby Barn; Echo Ridge
Community Center; Prairie Logic;
and Sunset Pavilion



Phase I/II Environmental Site Assessments (Project Manager)

Various Locations

Rob has served as Project Manager for Phase I/II ESA projects for a variety of business interests including agri-business, utilities, developers, various manufacturers, and a state Department of Transportation..



Superfund Site Response Action (Project Engineer)

Des Moines, IA

The Echo Ridge Community Rob served as Project Engineer for investigation and response action activities at the Des Moines, Iowa (Ex) Ordnance Plant site. Responsibilities included coordination of time-integrated air quality monitoring, construction supervision, test trenching, confirmation screening using an x-ray fluorescence instrument, asbestos survey and removal oversight, and design of sediment surveys to confirm remediation goals.



Remedial Investigation/ Feasibility Study (RI/FS) at Former Manufactured Gas Plants (Project Engineer)

Various Locations, IA and MN

Rob served as the Project Engineer for RI/FS at Former Manufactured Gas Plant (FMGP) sites in Iowa and Minnesota. Project work included development and implementation

of remedial investigation (RI) work plans, feasibility study of possible response actions, and implementation of corrective actions including chemical oxidation, soil excavation, dense nonaqueous-phase liquid (DNAPL) collection, vapor intrusion assessment and mitigation, and assessing contaminant transport.

RCRA Facility Investigation (Project Engineer)

IA

Rob served as the Project Engineer for an RFI at a major ag-equipment manufacturing facility in Iowa. The project included a sediment study and subsurface investigations at various Area of Concern (AOC) and solid waste management unit (SWMU) sites around the plant. Investigation work was conducted in phases to meet various facility needs.

EH&S Auditing (Project Manager)

IA

Rob serves as Project Manager of a global auditing team performing multi-year EH&S audits for a Fortune 500 company headquartered in Iowa. Responsibilities include team coordination, software tool training, and quality assurance review.

Education

Bachelors of Science, Geological Engineering, South Dakota School of Mines and Technology
Rapid City, South Dakota, 1989

Registrations

State of Iowa, Asbestos Inspector #16-6563

State of Iowa, Certified Groundwater Professional #1652



LINDSEY BROWN

Assistant Project Manager

Lindsey has more than nine years of experience providing project support throughout numerous environmental services sectors. Including but not limited to brownfield grant writing and project management, site remediation, emergency response, and power. Responsible for document control, cost control and management, reporting, scheduling, contract administration and overall coordination of different project teams. She also assists with funding strategies and grant writing for clients to broaden their funding capabilities. Lindsey is a part of Stantec's Central Region Brownfield Grant Team leading and assisting communities with business development efforts.



**Clockwise
Green Bay Brownfield Development,
Green Bay, Wisconsin; Studio 5
Redevelopment, Mankato, MN; Topeka
River South Brownfield Area-wide Plan,
Topeka, Kansas; Wausau East Riverfront
Development, Wausau, Wisconsin**



Flint Hills Regional Council U.S. EPA Brownfield Assessment Grant Implementation (Assistant Project Manager)

Manhattan, KS

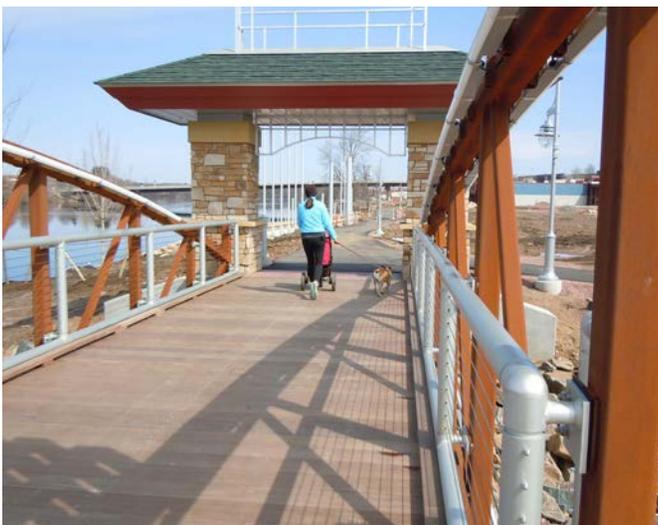
Lindsey is serving as the Assistant Project Manager for the FY2018 U.S. EPA Brownfield Assessment grant for Flint Hills Regional Council (FHRC) based in Manhattan, Kansas and reserving the Flint Hills region. Lindsey was a part of the team who wrote the successful grant for FHRC and has been a part of the communication efforts to get the grant going forward with the client and working with the Project Manager on tasks assigned. She is also responsible for all ACRES reporting to the U.S. EPA for this project.



City of Topeka U.S. EPA Assessment Grant Implementation (Assistant Project Manager)

Topeka, KS

Lindsey is serving as the Assistant Project Manager for the FY2017 U.S. EPA Brownfield Assessment grant for the City of Topeka, Kansas. Lindsey was a part of the team who wrote the successful grant for the City and has been a part of the communication efforts to get the grant going forward with the client and working with the Project Manager on tasks assigned. She is also responsible for all ACRES reporting to the U.S. EPA for this project.



City of Mankato U.S. EPA Brownfield Assessment Grant Implementation (Assistant Project Manager)

Mankato, MN

Lindsey is serving as the Assistant Project Manager for the FY2017 U.S. EPA Brownfield Assessment grant for the City of Mankato, Minnesota. Lindsey was a part of the team who wrote the successful grant for the City and has been a part of the communication efforts to get the grant moving forward with the client and working with the Project Manager on tasks assigned. She is also responsible for all ACRES reporting for this project.

City of Sioux Falls U.S. EPA Brownfield Assessment Grant Implementation (Project Administrator)

Sioux Falls, South Dakota

Lindsey is serving as part of the project team for the U.S. EPA Brownfield Assessment Grant for the City of Sioux Falls, South Dakota. She is responsible for all ACRES reporting for this project.

U.S. EPA Brownfield Grants (Business Development Lead)

Various Locations

Lindsey is a part of the Central Region Brownfield Grant Team. She leads all business development efforts and is also a grant writer. Since 2013 Lindsey has assisted in

overseeing funding for over 20 municipal clients. She also coordinates with clients to assist with creating a larger funding strategy utilizing other agencies besides the U.S. EPA to create robust revitalization.

Education

Bachelors of Science; Animal Science, Iowa State University
Ames, Iowa, 2010

Associates, Animal Science,
Hawkeye Community College
Waterloo, Iowa, 2008



MIMI WAGNER

PLA, ASLA

Stantec, Planning Lead

Mimi is a senior environmental scientist and landscape architect with more than 30 years experience working with river corridors in Midwest communities and counties. Her expertise focuses on the integration of social and biophysical sciences to create planning and design processes that meet client goals and objectives, particularly with projects that will change recreational use and visual appearance of rivers and dams. She has worked at multiple scales including statewide visioning and facilitation, 7-county regional planning as well as individual dam mitigation sites.



↓
Clockwise
Iowa State Water Trail Plan;
Easter Lake Watershed;
Steamboat Rock River
Corridor; and Steamboat
Rock



Steamboat Rock Dam Mitigation and River Master Planning (Project Manager)*

Steamboat Rock, IA
Mimi led all social assessment and public education components for dam mitigation at Steamboat Rock, Iowa. Social assessment included identifying and quantifying public concerns and issues related to the current dam as well as evaluating preferences for specific types of outcomes and dam mitigation designs. Mimi also developed the river corridor master plan for both the City of Steamboat Rock and Hardin County Conservation including new river launches, land trails, and parking.



State Water Trail Plan Development (Project Manager) *

IA, United States
Professionally developed Water Trail Plans are required for state designation in Iowa. Mimi developed seven State Water Trail Plans between 2011 and 2020 covering rivers in eight counties. Each plan required plan initiation activities, development of balanced and multi-disciplinary steering groups, formal interface with local law enforcement, conservation agencies, non-profit organizations, river users and adjacent landowners. Each plan sought and actively included



the most current resource information for the river corridor including Breeding Bird Inventory II data and other publicly available wildlife data, Phase 1A Archaeology Surveys, locally-important history and landmarks, and geologic conditions. Each plan created a unique identity for the specific river based on local resources and conditions. This identity and the supporting Vision are used for future marketing and development of the water trail..

Diagnostic/Feasibility Restoration Study for Easter Lake Watershed (Lead Scientist) *

Des Moines, IA
Mimi was the Iowa State University scientist responsible for development and implementation of the social assessment necessary to understand the social feasibility of lake restoration. Easter Lake was listed as an Impaired Water and was surrounded by dense urban neighborhoods and publicly owned open space. One of the goals of her assessment was to identify the differences in technical understanding between watershed residents and the technical staff working on the lake restoration project. She also identified land

management behavior related to water quality and BMPs that homeowners in this neighborhood would be willing to adopt.

**completed with previous firm*

Education

Masters of Landscape Architecture
Iowa State University
Ames, Iowa, 1998

Bachelor of Landscape Architecture
Iowa State University
Ames, Iowa, 1983

Registrations

Professional Landscape Architect, IA #00267

Supporting Staff



ANDY SWAIM *Inventory Support*

*Whitestone Village
Brownfield Redevelopment,
GIS Technician/Staff
Geologist, Menomonee
Falls, Wisconsin*

*US Environmental Protection
Agency (U.S. EPA)
Brownfield Community-
Wide Assessment Grant
Implementation, GIS
Technician/Staff Geologist,
Sheboygan, Wisconsin*

*Wetland Mitigation
Bank Inventory and
Mapping, GIS Technician,
WisDOT, Wisconsin*

As a GIS Technician at Stantec, Mr. Swaim employs GIS/GPS technologies to create contaminate, environmental, geologic, and hydrogeologic maps and cross sections to assist with site evaluation, remedial action, and site closure reports. Andrew has more than 12 years of consulting experience working on a wide range of projects, including environmental site assessments (ESAs), site remediation, soil and groundwater monitoring, and environmental oversight. He has also participated in numerous investigation and remediation projects affected by volatile organic compounds, polyaromatic hydrocarbons, PCBs, metals, and other contaminants of concern.



KARIN WILHELM, PMP *Phase I and Phase II ESA Support*

*Phase I ESAs, PM/ES, Confidential
Clients, IA, IL, OH, CO, FL, and TN*

*Phase I/II ESAs, ES, Conoco Philips,
Northwest Territories, Canada*

*Phase II ESA, ES, ATCO Gas,
LTD, Alberta, Canada*

*Phase II Remedial Investigations,
ES, Interstate Power and Light
Company, Various MN Locations*

*Remedial Investigation/Feasibility
Study and Treatability Study,
Technical Lead, Interstate Power
and Light Company, Clinton, IA*

*IDNR Site Assessment, Risk
Evaluation, and Response Action,
Technical Lead, Various IA Locations*

*Remedial Action, ES, Dayco
Products, Eldora, IA*

*Facility Investigation, Risk
Assessment, and Corrective
Measures Study, PM, Pella
Corporation, Pella, IA*

Karin Wilhelm is a Senior Environmental Scientist (ES) and Project Manager (PM) in the Des Moines, Iowa office with 20 years of experience delivering client solutions in environmental investigation, remediation, and due diligence. Her experience includes providing reliable data, technical solutions, and leveraged advocacy for a variety of industrial and commercial clients. Karin has developed and implemented strategic data collection and evaluation plans to reduce client liabilities, minimize long-term costs, and achieve site closure through US EPA Superfund and Resource Conservation and Recovery Act programs and IDNR Contaminated Site programs. Karin is recognized as a Stantec Subject Matter Expert in environmental chemistry and provides additional technical expertise in vapor intrusion, monitored natural attenuation, and data validation evaluations.



HIEDI WALLER, PE
Remedial Planning and Engineering Support

Redevelopment Projects at the Historic Pabst Brewery Complex, Senior Engineer, Milwaukee, Wisconsin

Riverfront Redevelopment, Former Brownfield Site, Senior Engineer, Wausau, Wisconsin

U.S. EPA Brownfield Grant Implementation, Project Manager, Minot, North Dakota

U.S. EPA Brownfield Revolving Loan Fund Grant Implementation, Technical Engineer, Racine, Wisconsin

U.S. EPA Brownfield Grant Implementation, Technical Lead, Marinette County, WI; Red Wing, MN; Coon Rapids, MN; Dakota County, MN; Neenah, WI; Sheboygan County, WI, Sioux Falls, SD, Mankato, MN and Kankakee, IL

Ms. Waller's experience in engineering and project management spans more than 20 years. As a senior registered engineer, Hiedi provides support on contaminant investigation and remediation projects for both soil and groundwater contamination. Her expertise in this area includes remedial system design, permitting, reporting and funding/reimbursement program assistance. Hiedi has put her property assessment and contaminant management skills to use on numerous brownfield redevelopment and brownfield program coordination projects.



KAYLA FISCHER
Agency Reporting Support

Phase I and II Environmental Site Assessments, Administrative Support, Various Sheboygan County, Wisconsin Sites

Phase I and II Environmental Site Assessments, Administrative Support, Various Manitowoc County, Wisconsin Sites

Phase I and II Environmental Site Assessments, Administrative Support, Various City of Peoria, Illinois Sites

Phase I and II Environmental Site Assessments, Administrative Assistant, Various Washington County, Wisconsin Sites

Kayla has assisted in formatting and finalizing multiple reports related to Brownfield redevelopment for various sites including but not limited to Sampling Analysis Plans, Health and Safety Plans, Quarterly Reports, and Case Closures. She also assists with printing, mailing, and uploading documents for submission to the Wisconsin Department of Natural Resources. During her time with Stantec she has provided administrative support for numerous business sectors including, Environmental Services, Civil Development, and Safety and Compliance. She has edited and formatted reports, on-boarded employees, coordinated office activities and training, managed fleet vehicles, and created spreadsheets. Kayla utilizes her data processing skills to assist with client data collection and management. Her attention to detail and ability to multitask has been an asset to the assembly of numerous proposals, permits, and reports.



WENDY VAN DUYNE,
 PLA, LEED AP
*Reuse Planning and
 Community Outreach
 Lead*

*Palmer U.S. EPA Brownfield
 Area-Wide Neighborhood
 Study, Planner, Landscape
 Architect, Public Outreach
 Facilitator, Palmer, Alaska*

*Topeka U.S. EPA Brownfield
 Area- Wide Neighborhood
 Study, Planner, Landscape
 Architect, Public Outreach
 Facilitator, Topeka,
 Kansas, United States*

*Aberdeen Recreational Trails
 Plan Study Update, Project
 Manager, Aberdeen, South
 Dakota, United States*

*Downtown Moorhead Master
 Plan, Assistant Project
 Manager, Public Outreach
 Facilitator, Moorhead,
 Minnesota, United States*

Wendy Van Duyne has more than 14 years' experience as a landscape architect and project manager with a focus on master planning. She has successfully provided leadership to multi-disciplinary teams on a wide variety of projects. Including parks and recreation master planning, bicycle and pedestrian system planning, trails development, campus facilities master planning, industrial development and downtown revitalization.

Working collaboratively with Stantec's U.S. EPA Brownfield assessment team, Wendy leads collaborative design processes on small area wide plans to improve communities for years to come. She's uniquely attuned to project needs and works with project managers to address appropriate state requirements, facilitate advisory and stakeholder committees, and leads neighborhood planning studies through activities with municipalities, property owners, and community residents.



DAN FELDT, MPH, CIH
Health and Safety Lead

*Village of Menomonee Falls,
 Project Manager, Wisconsin*

*Wisconsin Public Service
 Corp., Project Manager,
 Green Bay, Wisconsin*

*City of Milwaukee Housing
 Authority, Project Manager,
 Milwaukee, Wisconsin*

*Milwaukee Metro Sewage
 District's South Shore
 Wastewater Treatment Plant,
 Oak Creek, Wisconsin*

*State of Wisconsin,
 Department of Administration,
 Principal Industrial Hygienist*

*Tomorrow River School
 District, Principal
 Industrial Hygienist,
 Amherst, Wisconsin*

*ABB Industrial Systems
 Division - Shipping
 Department, Principal
 Industrial Hygienist, New
 Berlin, Wisconsin*

Mr. Feldt has 37 years of professional experience in industrial hygiene and project management. As a Senior Project Manager, Mr. Feldt is responsible for overseeing OSHA compliance programs and managing a wide range of industrial hygiene, safety, and indoor air quality projects.

Throughout his experience, Mr. Feldt has worked with clients ranging in size from 20 to 60,000 employees. Having worked in several facets of industrial compliance, Mr. Feldt has developed a strong understanding of client needs. His expertise includes general industrial hygiene, indoor air quality, asbestos management, emergency action planning, process safety management, and noise/hearing conservation.

Mr. Feldt is recognized by his peers as an expert in his field. He has served three terms (1987, 1992, 2007) as president of the Wisconsin Section of the American Industrial Hygiene Association. In 1996, he received the Byron Berg Award for outstanding contribution and service to the field of industrial hygiene from the Wisconsin Section of the AIHA. He has also served as a guest lecturer at the Milwaukee School of Engineering and the University of Illinois, Chicago, and has presented a number of short courses, seminars, and training sessions on industrial hygiene and related topics.

00 // example reports

EXAMPLE REPORTS

Brownfield Inventory Sample

Phase I Environmental Site Assessment Sample

Phase II Environmental Site Assessment Sample

Remedial Action Plan Sample

FTP Site Location

Due to file size, we have stored the example reports requested for this proposal on the FTP site below. Please contact Lindsey Brown if you have any trouble accessing these files.

LOGIN INFORMATION

BROWSER LINK: <https://tmppsftp.stantec.com>

LOGIN NAME: S0910122252

PASSWORD: 5103910

EXPIRATION DATE: 9/10/2020

To the right, you will find a table summarizing the example reports provided.

CATEGORY	CLIENT	PREPARED BY	REPORT NAME	COMMENTS
Brownfield Inventory	Flint Hills Regional Council, KS	STANTEC	Inventory of Brownfield Sites - Flint Hills Regional Council	Continuous brownfield site inventory update. Inventory created with FHRC and Brownfield Advisory Committee.
Phase I ESA Report	City of Topeka, KS	STANTEC	Phase I Environmental Site Assessment – Oregon Trail Park (12 parcels)	Prepared as part of a U.S. EPA Brownfield Assessment grant project.
Phase II ESA Report	City of Mankato, MN	STANTEC	Phase II Environmental Site Assessment – Bollman Oil Company, 120 Patterson Court	Prepared as part of a U.S. EPA Brownfield Assessment grant project.
Response Action Plan	City of Mankato, MN	STANTEC	Response Action Plan – Studio 5 (505, 507, & 515 North Riverfront Drive)	Prepared as part of a U.S. EPA Brownfield Assessment grant project.

INSURANCE FORMS



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/1/2020 9/13/2019

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Berkshire Hathaway Specialty Insurance Company	NAIC # 22276
	INSURER B : AIG Specialty Insurance Company	26883
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: 14181323 REVISION NUMBER: XXXXXXXX

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.

INSTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	Professional Liab	N	N	47-EPP-308810 NO RETROACTIVE DATE	10/1/2019	10/1/2020	\$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS
B	Contractors Pollution Liab			CPO8085428	10/1/2019	10/1/2021	\$3,000,000 PER LOSS/AGG

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

CERTIFICATE HOLDER 14181323 TO WHOM IT MAY CONCERN	CANCELLATION 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
---	--



CERTIFICATE OF LIABILITY INSURANCE

5/1/2021

DATE (MM/DD/YYYY)

4/10/2020

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Berkshire Hathaway Specialty Insurance Company		22276
INSURER B : Travelers Property Casualty Co of America		25674
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 14193567 **REVISION NUMBER:** XXXXXXX

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CONTRACTUAL/CROSS <input checked="" type="checkbox"/> XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	N	N	47-GLO-307584	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B B B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	N	N	TC2J-CAP-8E086819 (AOS) TJ-BAP-8E086820 TC2J-CAP-8E087017 (NJ)	5/1/2020 5/1/2020 5/1/2020	5/1/2021 5/1/2021 5/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$	N	N	47-UMO-307585	5/1/2020	5/1/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$ XXXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	TC2J-UB-8E08592 (AOS) TRJ-UB-8E08593 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2020 5/1/2020	5/1/2021 5/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) TO WHOM IT MAY CONCERN.

CERTIFICATE HOLDER

14193567
TO WHOM IT MAY CONCERN

CANCELLATION

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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GRANT TABLE

EPA REGION	GRANT RECIPIENT	AWARD YEAR	GRANT TYPE	AMOUNT
1	NORTHEASTERN VERMONT DEVELOPMENT ASSOCIATION (ESSEX, ORLEANS & CALEDONIA COUNTIES, VT)	2018	CWA COALITION	\$600,000
1	PORTLAND HARBOR COMMISSION, ME	2015	CWA**	\$350,000
2	WAYNE COUNTY IDA, NY	2020	CWA COALITION	\$600,000
2	GREATER SYRACUSE LAND BANK, NY	2019	CWA COALITION	\$600,000
2	ROCHESTER, NY	2018, 2014, 2013, 2011	CLEANUP X2 + CWA**	\$1,000,000
4	CHATTANOOGA, TN	2016	CLEANUP**	\$200,000
5	ARROWHEAD REGIONAL DEVELOPMENT CORPORATION, MN	2020	CWA COALITION	\$600,000
5	SHEBOYGAN COUNTY, WI	2019, 2017, 2014	CWA X3	\$1,000,000
5	CALUMET COUNTY, WI	2019	CWA	\$300,000
5	PEORIA, IL	2020, 2019, 2014	"CLEANUP & CWA X 2"	\$1,200,000
5	DAKOTA COUNTY COMMUNITY DEVELOPMENT AGENCY, MN	2019	CWA COALITION	\$600,000
5	STEVENS POINT, WI	2018	CWA	\$300,000
5	PRAIRIE HILLS RESOURCE CONSERVATION & DEVELOPMENT, IL	2018	CWA COALITION	\$600,000
5	MANKATO, MN	2017	CWA	\$300,000
5	WASHINGTON COUNTY, WI	2020, 2017, 2014	RLF & CWA COALITION	\$2,000,000
5	GREEN BAY, WI	2020, 2019, 2017, 2013	RLF, CWA X3 & AWP	\$2,000,000
5	GREEN BAY REDEVELOPMENT AUTHORITY, WI	2019	CLEANUP	\$500,000
5	ST. CLOUD, MN	2016	CWA	\$400,000
5	ST. ANN CENTER FOR INTERGENERATIONAL CARE (MILWAUKEE, WI)	2016	CLEANUP X2	\$400,000

EPA REGION	GRANT RECIPIENT	AWARD YEAR	GRANT TYPE	AMOUNT
5	RACINE, WI	2016, 2015	RLF X2	\$800,000
5	MANITOWOC, WI	2018, 2015, 2013	"SITE-SPECIFIC ASSESSMENT, CWA, & RLF**"	\$1,900,000
5	HASTINGS ECONOMIC DEVELOPMENT AND REDEVELOPMENT AUTHORITY (HASTINGS, MN)	2015	CLEANUP X3	\$600,000
5	KANKAKEE, IL	2014	CWA	\$400,000
5	WAUWATOSA, WI	2013	CWA	\$200,000
5	WAUSAU, WI	2013, 2012	CLEANUP X2 & AWP	\$600,000
5	NEENAH, WI	2012	CWA	\$400,000
5	RAMSEY COUNTY, MN	2011	CWA	\$200,000
5	MANITOWOC, WI	2011	CWA*	\$400,000
5	MARATHON COUNTY, WI	2011	CWA*	\$400,000
5	MARINETTE COUNTY, WI	2011	CWA	\$200,000
6	DALLAS, TX	2020	CWA COALITION	\$600,000
6	EL PASO COALITION, TX	2020	CWA COALITION	\$600,000
6	BERNALILLO COUNTY, NM	2020	CWA COALITION*	\$600,000
6	GRAYSON COUNTY JCD, TX	2019	MULTI-PURPOSE*	\$787,500
6	HOUSTON, TX	2018	CWA**	\$300,000
7	FLINT HILLS REGIONAL COUNCIL, KS	2018	CWA COALITION	\$600,000
7	TOPEKA, KS	2017	CWA	\$300,000
8	ABERDEEN, SD	2020	CWA	\$300,000
8	COLORADO SPRINGS, CO	2019	CWA COALITION	\$600,000
8	FREMONT COUNTY, CO	2018	CWA COALITION	\$600,000
8	CARBON COUNTY, UT	2018	CWA COALITION	\$600,000
8	PROVO, UT	2016	CWA	\$400,000

EPA REGION	GRANT RECIPIENT	AWARD YEAR	GRANT TYPE	AMOUNT
8	UINTAH BASIN ASSOCIATION OF GOVERNMENTS (DUCHESNE COUNTY, UT)	2016	CWA COALITION	\$550,000
8	FARGO, ND	2016	CWA	\$400,000
8	DENVER, CO	2015	CWA**	\$400,000
8	SIOUX FALLS, SD	2015	CWA	\$400,000
8	TRINIDAD, CO	2015	CWA COALITION	\$500,000
8	LAKE COUNTY, CO	2014	CWA	\$400,000
8	MINOT, ND	2013	CWA & AWP	\$600,000
9	RICHMOND COMMUNITY FOUNDATION (RCF)	2020	CWA	\$300,000
9	NORTHERN ARIZONA COUNCIL OF GOVERNMENTS (NACOG), AZ	2019	CWA COALITION**	\$600,000
9	NATIONAL DEVELOPMENT COUNCIL, CA	2019	CWA COALITION**	\$600,000
9	LOS ANGELES, CA	"2020, 2019, 2017"	CLEANUP X2 & CWA**	\$1,300,000
9	COCHISE COUNTY, AZ	2019	CWA COALITION	\$600,000
9	FRESNO, CA	2020, 2019	CWA COALITION & RLF	\$1,400,000
9	STOCKTON, CA	2018	CWA COALITION	\$600,000
9	BAKERSFIELD, CA	2017	CWA	\$300,000
9	RICHMOND, CA	2016	CWA**	\$400,000
9	SONOMA COUNTY, CA	2016	CWA**	\$392,000
9	HENDERSON, NV	2016	CWA COALITION**	\$550,000
9	PHOENIX, AZ	2020, 2015	CWA COALITION* & CWA**	\$1,000,000
9	CLARK COUNTY, NV	2015	CWA COALITION**	\$500,000
9	LODI, CA	2020, 2015	CWA X2	\$700,000
10	PORT GAMBLE S'KLALLAM TRIBE (PGST), WA	2020	CWA	\$300,000
10	BAKER TECHNICAL INSTITUTE (BTI), OR	2020	CLEANUP	\$500,000
10	THE DALLES, OR	2020	CWA COALITION	\$600,000
10	COQUILLE INDIAN TRIBE/MITH-IH-KWUH EDC, OR	2020	SSA	\$350,000

EPA REGION	GRANT RECIPIENT	AWARD YEAR	GRANT TYPE	AMOUNT
10	BEAVERTON, OR	2019	CWA**	\$300,000
10	SPOKANE, WA	2019, 2017, 2014	"CWA COALITION, CLEANUP X3, & CWA"	\$1,600,000
10	ANCHORAGE, AK	2019, 2017	CWA COALITION & CWA	\$900,000
10	EUGENE, OR	2017, 2012**	CWA COALITION	\$1,180,200
10	PROSPER PORTLAND, OR	2019	CLEANUP	\$500,000
10	IDAHO FALLS, ID	2018	CWA COALITION	\$600,000
10	CORVALLIS, OR	2018	CWA COALITION	\$600,000
10	KODIAK ISLAND BOROUGH, AK	2017	CWA COALITION	\$600,000
10	BREMERTON, WA	2017	CWA	\$300,000
10	GRAYS HARBOR COUNCIL OF GOVERNMENTS (GRAYS HARBOR COUNTY, WA)	2020, 2017	CWA COALITION X2	\$1,200,000
10	ONTARIO, OR	2017	CWA COALITION	\$600,000
10	OREGON CASCADES WEST COUNCIL OF GOVERNMENTS (LINCOLN COUNTY, OR)	2017	CWA COALITION	\$600,000
10	ROGUE VALLEY COUNCIL OF GOVERNMENTS (MEDFORD, OR)	2017	CWA COALITION	\$600,000
10	MATANUSKA-SUSITNA BOROUGH, AK	2016	CWA COALITION	\$550,000
10	OREGON METRO (PORTLAND, OR)	2020, 2016	CWA COALITION X2	\$1,200,000
10	KLAMATH FALLS, OR	2015	CWA COALITION	\$500,000
10	COOS BAY, OR	2015	CWA	\$400,000
10	SALEM, OR	2015, 2014	CWA X2	\$400,000
10	EVERETT, WA	2013	CWA	\$400,000
10	VANCOUVER, WA	2013	CWA & AWP*	\$600,000
10	DESCHUTES COUNTY, OR	2013	CWA*	\$400,000
10	KENT, WA	2012	CWA	\$400,000
			TOTAL	\$54,609,700

Where upon Board Member _____ moved that the following resolution be adopted:

RESOLUTION NO. _____

RESOLUTION TO LIFT MORATORIUM ON C-WEC CONSTRUCTION PERMITS

WHEREAS, on December 11, 2019, the Hardin County Board of Supervisors passed Resolution No. 2019-46, imposing a temporary moratorium on C-WEC permit applications for the purpose of drafting and adopting any necessary and proper revisions to the C-WEC ordinance; and

WHEREAS, on August 12, 2020, the Board of Supervisors adopted an amended Ordinance 29, Article XXIII; and

WHEREAS, Ordinance 29, Article XXIII became effective upon publication on August 26, 2020; and

WHEREAS, the moratorium is no longer necessary;

NOW THEREFORE, BE IT RESOLVED by the Board of Supervisors of Hardin County, Iowa, that the moratorium imposed by Resolution No. 2019-46 is now lifted, and Resolution No. 2019-46 is now without effect.

The motion was seconded by Board Member _____ and after due consideration thereof, the roll was called and the following Board Members voted:

Ayes:

Nays:

Absent:

Abstain: none

Whereupon, the Chair of the Board of Supervisors declared said Resolution duly passed and adopted this _____ day of September 2020.

Lance Granzow, Chair
Board of Supervisors

Attest:

Jessica Lara
Hardin County Auditor



**STORY COUNTY
BOARD OF SUPERVISORS**

**LISA HEDDENS
LINDA MURKEN
LAURIS OLSON**

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

August 27, 2020

Good Day!

In 2018 several jurisdictions in our area entered into a 28E agreement to form the Headwaters of the South Skunk River Watershed Management Authority (WMA). A copy of the agreement is attached, for your information.

No additional work to organize our WMA has been done to-date, primarily due to a lack of time and funds to put to the effort. However, recently the Iowa Department of Natural Resources (DNR) contacted us to let us know that they have funding available through Section 319 of the Clean Water Act for at least one new watershed project in Iowa. They will be issuing a request for proposals later this year, and wanted to assess our interest in applying. With funding, we would then be able to work on a plan for improvements in our watershed.

To apply for funding available through the DNR, the Headwaters WMA would need to organize - hold a meeting, elect officers, pass a motion in support of seeking funding and draft letters of support. We are writing to you to determine your interest in proceeding in this direction.

Jurisdictions that have signed the 28E Agreement so far:

Cities: Ames, Randall, Roland and Story City

County: Story

Soil and Water Conservation Districts: Hamilton and Story

Jurisdictions that have not yet signed the 28E Agreement:

Cities: Blairsburg, Ellsworth, Jewell, Kamrar and Williams

Counties: Boone, Hamilton and Hardin

Soil and Water Conservation Districts: Boone and Hardin

I am asking that you let us know of your interest by doing the following:

- 1. If you have not signed the 28E agreement, consider doing so now. Blank signature pages are attached; please select the appropriate one for your jurisdiction, complete it and return it to me at the above address if your jurisdiction decides to join.**

- 2. If you have previously signed the 28E agreement or are doing so now, appoint someone from your jurisdiction's board to represent your jurisdiction on the Headwaters of the South Skunk WMA and send us a copy of the appointment.** Alternately, you may appoint a staff person as your representative if a board member cannot serve. Please include the person's contact information – mailing address, email address and preferred phone number.

If your jurisdiction is already participating in the Squaw Creek WMA, you can consider appointing the same person to the Headwaters WMA. The watersheds are adjacent, and six (6) of the seventeen (17) entities represented on this WMA (City of Ames; Boone and Story Counties; Boone, Hamilton and Story Soil and Water Conservation District) already are actively participating with the Squaw Creek WMA. In at least one other area in Iowa, two adjacent WMAs are meeting and planning jointly, and that may be a possibility for us. Even if joint meetings are not held, developing specific expertise and sharing it through participation in both WMAs could be useful. A map of the two watersheds and a list of the members of the Squaw Creek WMA are attached.

- 3. Share the information in this letter with your appointed representative.**
- 4. If you are not ready to join us yet but would like to learn more, please let us know and we will invite you to our first meeting.**

We hope to hear from you soon. Please feel free to contact us if you have questions or thoughts to share.

Sincerely,



Linda Murken, Chair
Story Co. Board of Supervisors
lmurken@storycountyiowa.gov

Enclosures:

28E Agreement for Headwaters of the South Skunk WMA
Blank signature page for 28E Agreement
Map of Watersheds (Squaw Creek and Headwaters of the South Skunk)



Paul D. Pate
Secretary of State
State of Iowa

28E Agreement

FOR OFFICE USE ONLY:

FILED

M511295

10/23/2018 3:30:48 PM

PLEASE READ INSTRUCTIONS ON BACK BEFORE COMPLETING THIS FORM

Item 1. The full legal name, organization type and county of each participant to this agreement are:

	Full Legal Name	Organization Type	*County
Party 1	Story County, Iowa	County	Story
Party 2	City of Ames	City	Story
Party 3	City of Story City	City	Story
Party 4	City of Roland	City	Story
Party 5	City of Randall	City	Hamilton

**Enter "Other" if not in Iowa*

Item 2. The type of Public Service included in this agreement is: 560 Planning
(Enter only one Service Code and Description) Code Number Service Description

Item 3. The purpose of this agreement is: *(please be specific)*
 To establish the Headwaters of the South Skunk River Watershed Management Authority to enable cooperation in supporting watershed planning and improvements for the mutual advantage of the political subdivisions involved.

Item 4. The duration of this agreement is: *(check one)* Agreement Expires _____ Indefinite Duration
[mm/dd/yyyy]

Item 5. Does this agreement amend or renew an existing agreement? *(check one)*
 NO
 YES Filing # of the agreement: _____
(Use the filing number of the most recent version filed for this agreement)
 The filing number of the agreement may be found by searching the 28E database at: <http://sos.iowa.gov/28e>.

Item 6. Attach two copies of the agreement to this form if not filing online.

Item 7. The primary contact for further information regarding this agreement is: *(optional)*

LAST Name Harter **FIRST** Name Leanne
 Title County Outreach & Special Projects Department County Outreach & Special Projects
 Email lharter@storycountyiowa.gov Phone 5153827247

Return to: Leanne Harter

**Headwaters of the South Skunk River Watershed Management Authority Agreement
Between Story County, Boone County, Hamilton County, Hardin County,
City of Ames, City of Story City, City of Roland, City of Randall, City of Jewell, City of
Ellsworth, City of Kamrar, City of Blairsburg, City of Williams,
Story County Soil and Water Conservation District, Boone County Soil and Water
Conservation District, Hamilton County Soil and Water Conservation District, and
Hardin County Soil and Water Conservation District**

This Joint and Cooperative Agreement (hereinafter referred to as the “Agreement”) is entered into pursuant to the authority of the *Code of Iowa*, Chapter 28E on this 17th day of July, 2018 by and between Story County, Boone County, Hamilton County, Hardin County, City of Ames, City of Story City, City of Roland, City of Randall, City of Jewell, City of Ellsworth, City of Kamrar, City of Blairsburg, City of Williams, Story County Soil and Water Conservation District, Boone County Soil and Water Conservation District, Hamilton County Soil and Water Conservation District, and Hardin County Soil and Water Conservation District. All entities shall be referred to hereinafter as the “Cooperators”.

WHEREAS, *Code of Iowa* Section 466B authorizes two (2) or more political subdivisions, defined as including cities, counties and/or soil and water conservation districts, all of which must be located within the same United States Geological Survey Hydrologic Unit Code 8 watershed, to enter into agreement under Chapter 28E of the *Code of Iowa* to establish a watershed management authority to enable cooperation in supporting watershed planning and improvements for the mutual advantage of the political subdivisions involved; and

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

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

and;

WHEREAS, Story County, Boone County, Hamilton County, Hardin County, City of Ames, City of Story City, City of Roland, City of Randall, City of Jewell, City of Ellsworth, City of Kamrar, City of Blairsburg, City of Williams, Story County Soil and Water Conservation District, Boone County Soil and Water Conservation District, Hamilton County Soil and Water Conservation District, and Hardin County Soil and Water Conservation District all deem establishment of the Headwaters of the South Skunk River Watershed Management Authority (the Authority), a



watershed management authority encompassing all three Hydrologic Unit Code 10 (HUC 10) watersheds, to be of mutual advantage; and

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

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

SECTION 1. IDENTITY OF THE PARTIES.

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

Story County
900 Sixth Street
Nevada, Iowa 50201

Boone County
201 State Street
Boone, Iowa 50036

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

Hardin County Courthouse
1215 Edgington Ave
Eldora, Iowa 50627

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

City of Ames
515 Clark Avenue
Ames, Iowa 50010

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

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

City of Randall
Box 36
Randall, Iowa 50231

City of Blairsburg
PO Box 100
Blairsburg, IA 50034

City of Ellsworth
1528 DeWitt St.
Ellsworth, IA 50075

City of Jewell
701 Main St.
Jewell, IA 50130

City of Kamrar
PO Box 77
Kamrar, IA 50132

City of Williams
PO Box 7
Williams, IA 50271

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

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

Boone County SWCD
1602 Snedden Drive
Boone, Iowa 50036

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

Hardin County SWCD
840 Brooks Road
Iowa Falls, Iowa 50126

SECTION 2. HEADWATERS OF THE SOUTH SKUNK RIVER WATERSHED BOUNDARY

The area within this Agreement are those lands draining to the South Skunk River above its confluence with Squaw Creek, and shall be known as the Headwaters of the South Skunk River Watershed Boundary. This Boundary is shown in Attachment A.

SECTION 3. PURPOSE.

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

SECTION 4. NO SEPARATE ENTITY CREATED.

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

SECTION 5. DURATION.

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

SECTION 6. POWERS AND DUTIES.

- 6.1 The parties to this Agreement shall retain all powers and duties conferred by law but shall work together in the exercise of such powers and the performance of this Agreement. These powers shall not be transferred to the Watershed Management Authority. Each party shall be responsible for:
- 6.1.1 identifying opportunities for funding and in-kind support for the undertaking of watershed planning and improvements within the Headwaters of the South Skunk River Watershed;
 - 6.1.2 identifying opportunities for infrastructure development and planning capable of assessing and mitigating flood risks in the Headwaters of the South Skunk River Watershed;
 - 6.1.4 participating in educational/outreach programs regarding water quality and flood risks;

- 6.1.5 identifying opportunities for infrastructure development and planning to assess and mitigate water quality in the Headwaters of the South Skunk River Watershed;
- 6.1.6 providing support for the administration of any projects, including technical, financial and clerical, as agreed to by the Cooperators;
- 6.1.7 securing such financing, including grants, loans and the issuance of bonds of loan agreements, as determined by the respective party to be necessary or desirable to achieve the objectives of the agreement;
- 6.1.8 designing and bidding of projects;
- 6.1.9 administering contracts; and
- 6.1.10 observing construction.

SECTION 7. MANNER OF FINANCING.

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

No action to contribute funds by a Board member of the Authority is binding on the Cooperator that he or she represents without official approval by the governing body of that Cooperator. No Cooperator may be required to contribute funds to the Authority, except to fulfill any obligation previously made by official action by the governing body of the Cooperator.

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

SECTION 8. ENTIRE AGREEMENT.

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

SECTION 9. SEVERABILITY/INVALIDITY.

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

SECTION 10. GOVERNING LAW.

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

SECTION 11. AMENDMENTS.

- 11.1 This Agreement may be amended at any time by an affirmative vote of the majority of the governing bodies of all Cooperators. Any Cooperator desiring an amendment to this Agreement shall notify the other Cooperators of its desire, and the reasons for the request.
- 11.2 Such a request shall be in writing to the other governing bodies of the Cooperators, and shall be considered by their governing body without unreasonable delay and within no more than ninety (90) days of receipt.
- 11.3 If the request is agreed to by the other Cooperators, each Cooperator shall prepare and submit to the others a certified resolution confirming the affirmative vote of the Cooperator's governing body.
- 11.4 The Amendment shall take effect ten (10) days following receipt of the last such resolution by the other Cooperators. Amendments shall be filed and recorded as required by Section 16 hereof.

SECTION 12. ADDITIONAL COOPERATORS

- 12.1 A City, County, or Soil and Water Conservation District within the Headwaters of the South Skunk River Watershed who is not a Cooperator, may request, in writing to all Cooperators, to become a Cooperator.
- 12.2 Such a request shall be considered and decided by a 2/3 vote of the Board, and shall become effective when the new Party has signed the then-current Agreement pursuant to a resolution of its governing body and requisite filing with the Iowa Secretary of State and/or County Auditor has been accomplished.

SECTION 13. TERMINATION OF AGREEMENT.

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

SECTION 14. EFFECTIVE DATE.

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

SECTION 15. NOTICES.

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

requested with postage prepaid thereon, or by recognized overnight delivery service, such as FedEx or UPS.

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

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

Boone County: Chairperson, Boone County Board of Supervisors

Boone County Administration
201 State Street
Boone, Iowa 50036

Hardin County: Chairperson, Hardin County Board of Supervisors

Hardin County Courthouse
1215 Edgington Ave
Eldora, Iowa 50627

Hamilton County: Chairperson, Hamilton County Board of Supervisors

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

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

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

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

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

Blairsburg: Mayor, City of Blairsburg
PO Box 100
Blairsburg, IA 50034

Ellsworth: Mayor, City of Ellsworth

1528 DeWitt St.
Ellsworth, IA 50075

Jewell: Mayor, City of Jewell
701 Main St.
Jewell, IA 50130

Kamrar: Mayor, City of Kamrar
PO Box 77
Kamrar, IA 50132

Williams: Mayor, City of Williams
PO Box 7
Williams, IA 50271

Story County Soil and Water Conservation District:

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

Boone County Soil and Water Conservation District:

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

Hamilton County Soil and Water Conservation District:

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

Hardin County Soil and Water Conservation District:

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

SECTION 16. RECORDATION.

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

SECTION 17. ENTIRE AGREEMENT.

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

SECTION 17. ENTIRE AGREEMENT.

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

SECTION 18. NO WAIVER.

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

SECTION 19. NO ASSIGNMENT OR DELEGATION.

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

SECTION 20. AUTHORITY AND AUTHORIZATION.

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

SECTION 21. HEADINGS AND CAPTIONS.

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

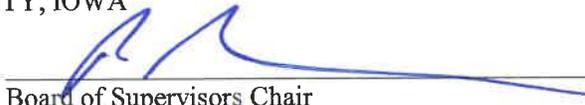
SECTION 22. COUNTERPARTS.

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

Dated this 17th day of JULY, 2018.

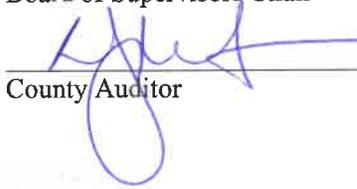
STORY COUNTY, IOWA

BY:



Board of Supervisors Chair

ATTEST:



County Auditor



NOT PARTICIPATING
AT THIS TIME

Dated this _____ day of _____, 2018.

BOONE COUNTY, IOWA

BY:

Board of Supervisors Chair

ATTEST:

County Auditor

Dated this ____ day of _____, 2018.

NOT PARTICIPATING
AT THIS TIME

HAMILTON COUNTY, IOWA

BY:

Board of Supervisors Chair

ATTEST:

County Auditor

Dated this _____ day of _____, 2018.

NOT PARTICIPATING
AT THIS TIME

HARDIN COUNTY, IOWA

BY:

Board of Supervisors Chair

ATTEST:

County Auditor

Dated this 2ND day of AUGUST, 2018.

AMES, IOWA

BY:



Mayor

ATTEST:



City Clerk



APPROVED AS TO FORM
BY 
JANE CHANG
ASSISTANT CITY ATTORNEY

Dated this 7th day of August, 2018.

STORY CITY, IOWA

BY:



Mayor

ATTEST:

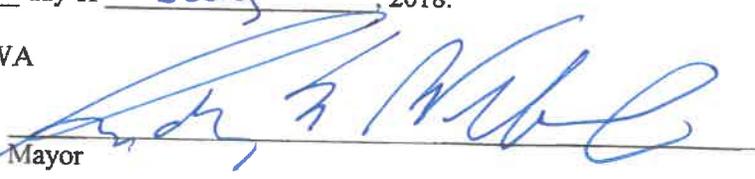


City Clerk

Dated this 6th day of July, 2018.

ROLAND, IOWA

BY:



Mayor

ATTEST:



City Clerk

Dated this 11 day of September, 2018.

RANDALL, IOWA

BY:


Mayor

ATTEST:


City Clerk

NOT PARTICIPATING
AT THIS TIME

Dated this ____ day of _____, 2018.

BLAIRSBURG, IOWA

BY:

Mayor

ATTEST:

City Clerk

NOT PARTICIPATING
AT THIS TIME

Dated this ____ day of _____, 2018.

KAMRAR, IOWA

BY:

Mayor

ATTEST:

City Clerk

Dated this _____ day of _____, 2018.

NOT PARTICIPATING
AT THIS TIME

JEWELL, IOWA

BY:

Mayor

ATTEST:

City Clerk

NOT PARTICIPATING
AT THIS TIME

Dated this _____ day of _____, 2018.

ELLSWORTH, IOWA

BY:

Mayor

ATTEST:

City Clerk

Dated this _____ day of _____, 2018.

NOT PARTICIPATING
AT THIS TIME

WILLIAMS, IOWA

BY:

Mayor

ATTEST:

City Clerk

Dated this 10 day of July, 2018.

STORY COUNTY SOIL AND WATER CONSERVATION DISTRICT
STORY COUNTY, IOWA

BY: Jerald Fitzgerald
Chairperson

ATTEST: Jayne C. Aival
Secretary

Dated this _____ day of _____, 2018.

NOT PARTICIPATING
AT THIS TIME

BOONE COUNTY SOIL AND WATER CONSERVATION DISTRICT
BOONE COUNTY, IOWA

BY:

Chairperson

ATTEST:

Secretary

Dated this 20th day of August, 2018.

HAMILTON COUNTY SOIL AND WATER CONSERVATION DISTRICT
HAMILTON COUNTY, IOWA

BY: Linda Prusmann
Chairperson

ATTEST: Kim Olson
Secretary

Dated this _____ day of _____, 2018.

NOT PARTICIPATING
AT THIS TIME

HARDIN COUNTY SOIL AND WATER CONSERVATION DISTRICT
HARDIN COUNTY, IOWA

BY:

Chairperson

ATTEST:

Secretary

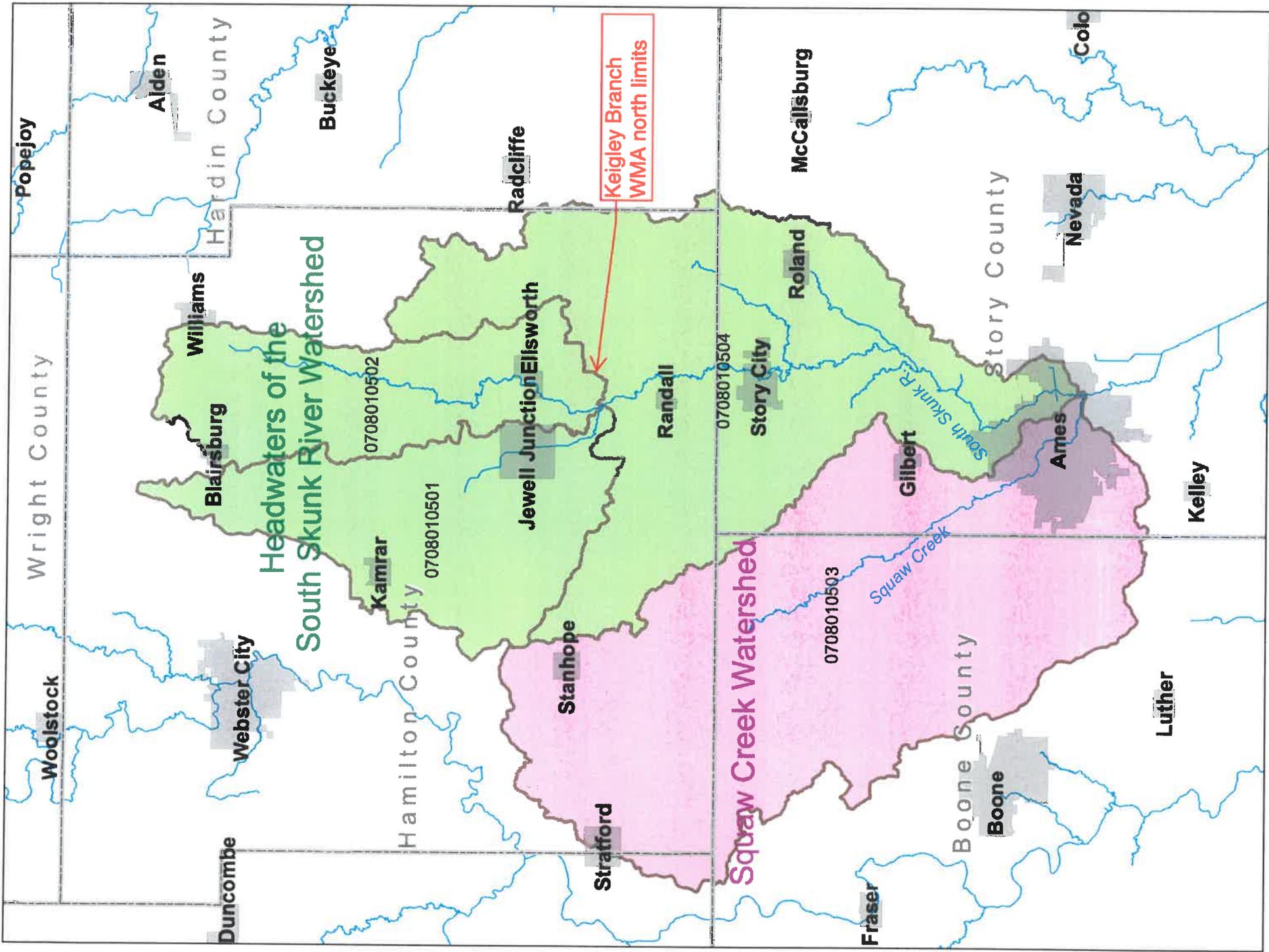
28E Agreement - Headwaters of the South Skunk Watershed Management Authority
Signature Page for Counties

Dated this ____ day of _____, 2020.

_____ COUNTY, IOWA

BY: _____
Board of Supervisors Chair

ATTEST: _____
County Auditor



August 20, 2020

To: Board of Supervisors

From: Wellness Committee

Re: Employee Appreciation/Health Event

The Wellness Committee asks that the Board of Supervisors approve the event outlines below. This year we would like to combine the immunization (flu shot) clinic with an employee appreciation lunch and wellness/health fair. The Board will need to approve the use of funds for the immunizations. The lunch will be funded through donations and the pop fund. The wellness fair will count as a 2020 wellness incentive.

Employee "Appreciation with Purpose!" Event

Date: Tuesday, September 22, 2020 11:00-2:00 (staff will come and go and stagger lunch times- county offices will not be closed)

Location: Hardin County Fair Grounds and/or Youth Building

- Lunch. Committee (Renee, Lori, BJ) plan a lunch to be served to all county employees. Will use pop fund and donations.
- Health/Wellness Fair. Will have 6-8 tables sponsored by departments or agencies on specific health/wellness issues (mental health, IPERS, nutrition, etc). with information and consultation provided individually. This will qualify as an incentive under the "Purpose" Pillar of the wellness program.
- Immunizations. (Deanna working with GB Home Care). Greenbelt Home Care will be present to provide immunizations to county staff that are on insurance (they will also offer a few other times in other locations). The wellness fund will be used to pay for the immunizations as we have in the past. The following would be offered with the costs the same as they were last year:
 - Inflenza-\$35
 - Tdap-\$80
 - Hepatitis B-\$80/need series of 3
 - Hepatitis A-\$80/need series of 2
 - Pneumonia-\$150 (need after age 65 and if high risk)

Last years cost for immunizations was \$4120.00 so the anticipated cost for this year will be similar.

We ask that the Board act on this proposal at your August 26 meeting so that we can proceed to get information out to employees and confirm with GB Home Care and those that will be set up for the Wellness Fair. Thanks.

HARDIN CO. SHERIFF'S OFFICE

A New Century of Service

David L. McDaniel
1116 14th Avenue
Eldora, Iowa 50627
641-939-8189
1-800-568-4373
Fax 641-939-8249

20-21 Fiscal Year

0001-1-05-1000-440003
0001-1-05-1000-440004
0001-1-05-9000-440001

August fees

Civil Fees \$ 1,868.66
Civil Mileage \$ 612.50
Mental Transports \$ -
\$ 2,481.16

20-21 Fiscal Year

0001-1-05-1000-250100
0001-1-05-1000-250200
0001-1-05-9000-440002
0001-1-05-1000-440006
0001-1-05-1000-441000
0001-1-05-1000-443000
0001-1-05-1000-445000
0001-1-05-1000-550001
0001-1-05-1000-850100
0001-1-05-1000-440007
0001-4-05-1000-849000

August fees

Contract Law \$ 17,021.25
Care Prisoners \$ 112,630.16
Driving Records \$ 6.50
Purchase Permits \$ 50.00
Weapon Permits \$ 1,060.00
Work Release \$ -
Sex Offender Reg. \$ 50.00
Copy Reports \$ 30.00
CO ENF Surcharge \$ 260.00
Fingerprint fees \$ 140.00
Miscellaneous \$ -
\$ 131,247.91

Total: \$ 131,247.91

Total fees \$ 133,729.07

Funds paid to Treasurer
on 8/31/2020

FY 20/21



HARDIN COUNTY

Courthouse

HARDIN COUNTY COURTHOUSE
1215 EDGINGTON AVE.
ELDORA, IA 50627

HARDIN COUNTY Employee Change of Status Report

Please enter the following change(s) as of 08-31-2020
Date

Name: Martin Steiner
Address: 22379 245th St.
Hubbard Iowa 50122
City State Zip Code

Department: Conservation
Position: Park Tech
Salary/Hourly Rate: \$14/Hr

Fund: 0001-22-6110-000-10108

Status: Full-time Permanent Part-time Temporary/Seasonal Part-time

Reason of Change:

Hired Resignation
 Promotion Retirement
 Demotion Layoff
 Pay Increase Discharge
 Leave of Absence _____
Dates

Other: Martin has resigned from his position, wishing him well and I want to thank him for his 10 years of service to us!

Dates of Employment: _____ to _____ Last Day of Work 08-17-2020
From To (if applicable)

Beyond the last day of work, the following vacation time was (or will be paid): _____ to _____
From To

Authorized by: Wesley Wiese 8-28-2020
Elected Official or Department Head Date

Authorized by: _____
Board of Supervisors Date

**RECOMMENDATIONS FOR THE USE OF FACE COVERINGS IN HARDIN COUNTY TO
MITIGATE THE TRANSMISSION OF COVID-19**

WHEREAS, the emergence of the novel virus, SARS-CoV-2, that causes coronavirus disease, COVID-19, can result in serious illness or death and can be easily spread from person to person; and

WHEREAS, on January 31, 2020, the United States Department of Health and Human Services declared a national public health emergency related to dangers posed by COVID-19; and

WHEREAS, on March 9, 2020, the Governor of the State of Iowa, Kim Reynolds, signed a proclamation of disaster emergency for the entire State of Iowa based on the increasing number of persons in the State of Iowa testing positive for COVID-19; and

WHEREAS, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak a global pandemic and on June 5, 2020, issued interim guidance encouraging the use of masks; and

WHEREAS, on March 13, 2020, the President of the United States signed an emergency disaster declaration under the Robert T. Stafford Disaster Relief and Emergency Assistance Act authorizing emergency response measures in all fifty states in response to COVID-19; and

WHEREAS, the most current local data relating to COVID-19 as provided by the Iowa Department of Public Health ("IDPH") show that the state and Hardin County continue to experience significant community spread of this disease; and

WHEREAS, as businesses, events, and other gatherings across the state have re-opened or are now allowed to open, more people are traveling and gathering throughout the state and within Hardin County; and

WHEREAS, there is a continuing need to protect all residents and visitors of Hardin County, especially those who are vulnerable to being infected with COVID-19 and may experience severe illness and/or death; and

WHEREAS, the Centers for Disease Control and Prevention ("CDC") recommends wearing a face covering in public where other physical distancing measures cannot be maintained to help prevent the spread of COVID-19 from asymptomatic or unknowing carriers to others; and

WHEREAS, recommending face coverings to be worn by every person who does not meet exclusion criteria set forth by the CDC, or who was told by a legal, medical, or behavioral health professional, or in areas excluded set forth in this Recommendation; and

WHEREAS, the following are defined as:

- "Face covering" means a material that securely covers a person's nose and mouth and remains affixed in place without the use of one's hands, whether purchased or homemade, and consistent with CDC guidelines
- "Household member" means a person who lives a majority of time with the person in their apartment, house, mobile home, or other structure intended for residential occupancy
- "Indoor public setting" means an enclosed area to which the public is invited

WHEREAS, this Recommendation is not intended to be punitive or stigmatizing and is in the best interest of health, safety, and economic recovery; and

WHEREAS, the Hardin County Board of Health strongly encourages every county in the State of Iowa to do the same; now, therefore

BE IT RECOMMENDED by the **Hardin County Board of Health** that:

1. Every person in Hardin County be encouraged to wear a face covering when:

- In public as opposed to being in one's place of residence, when one cannot stay six (6) feet apart from others
- Inside of any indoor public settings, for example, but not limited to:
 - o Grocery stores
 - o Pharmacies
 - o Hardware stores
 - o Retail stores
 - o Other public settings that are not one's place of residence and when among persons who do not live in the household
- Outside, if keeping six (6) feet apart from others is not possible
- Using public transportation or private car service (including taxis, ride share, and carpooling)

2. Places and times where persons are exempt from wearing a face covering:

- While traveling in a personal vehicle alone or with household members
- While a person is alone or is in the presence of only household members
- While exercising at moderate or high intensity e.g. jogging or biking
- While seated at a food establishment and in the process of eating or drinking
- While obtaining a service that would require temporary removal of the persons face covering
- When federal or state law prohibits wearing a face covering or requires removal of the face covering

3. If a cloth face covering is chosen, appropriate use of a cloth face covering includes:
- A snug fit, but comfortable against the side of the face
 - Completely covers the nose and mouth
 - Is secured with ties or earloops
 - Includes multiple layers of fabric
 - Allows for breathing without restriction
 - Can be laundered and machine dried without damage or change to shape
4. Persons who are exempt from wearing a cloth face covering:
- Persons younger than 2 years old due to the risk of suffocation
 - Anyone who has trouble breathing or is on oxygen therapy or a ventilator
 - Anyone who is unconscious, incapacitated, or otherwise unable to remove a cloth face covering without assistance
 - Anyone who has been told by a medical, legal, or behavioral health professional not to wear face coverings

It was moved by Broer and seconded by O'Loughlin that this Recommendation be adopted this 27th day of August, 2020.

Roll Call Vote

Broer – Aye, O'Loughlin – Aye, Winters – Aye, Hoffman – Aye,
McClellan – Abstain, Meier – Absent, Kix – Absent

By:


Jeff Hoffman
Chair, Hardin County Board of Health

Addendum – Federal and State COVID-19 Resources

Centers for Disease Control and Prevention (CDC) Everyday Preventative Actions

<https://www.cdc.gov/coronavirus/2019-ncov/daily-life-coping/going-out.html>

COVID-19 in Iowa Dashboard

<https://coronavirus.iowa.gov/>

Guidance of State of Iowa Agencies

<https://coronavirus.iowa.gov/pages/guidance>

Iowa Department of Public Health Novel Coronavirus (COVID-19)

<https://idph.iowa.gov/Emerging-Health-Issues/Novel-Coronavirus>

Iowa Department of Human Services COVID-19 Resources

<https://dhs.iowa.gov/COVID19>