

The Board of Supervisors met on 9/12/17 at 10:00 a.m. in the Story County Administration Building. Members present: Marty Chitty, Lauris Olson, and Rick Sanders with Sanders presiding. (all audio of meetings available at storycountyiowa.gov)

MINUTES: 9/5/17 Minutes – Chitty moved, Olson seconded approval of the minutes. Motion carried unanimously (MCU) on a roll call vote.

PERSONNEL ACTIONS: 1) new hire in Attorney's Office, effective 9/18/17, for Connie Davis @ \$15.75/hr; 2) pay adjustment in a) Attorney's Office, effective 9/17/17, for Sue Logsdon @ \$17.52/hr; b) Environmental Health for Margaret Jaynes @ \$3,050.52/bw; c) Facilities for Robert Osborne @ \$24.27/hr; d) Secondary Roads for Mark Brakke @ \$29.33/hr; Jonathan Fry @ \$31.89/hr; d) Sheriff's Office for Michelli Good @ \$2,224.82/bw; Dina McKenna @ \$3,627.28/bw; Adam Packer @ \$1,921.28/bw. Olson moved, Chitty seconded approval of the personnel actions. Roll call vote. (MCU)

Chitty moved, Olson seconded the approval of the Consent Agenda as presented.

1. License agreement renewal between NEOGOV and Information Technology, effective 10/9/17-10/8/18, for \$6,921.60
2. Contract between CDW-G and Information Technology for hardware maintenance, effective 10/15/17-10/14/18, for \$8,553.92
3. Memorandum of Understanding between the City of Ames, Iowa, and Story County, Iowa, for the Justice Assistance Grant Program Award for \$11,119.00
4. Resolution #18-30 for the Speed Limit on Grant Avenue, beginning at W. 190th Street in Section 15 of Franklin Township and going North 2,100 feet, established at 45 miles per hour
5. Resolution #18-31, Setting Date and Time for Public Hearing for 9/19/17, for Consideration of Resolution #18-32, Approving a Loan Agreement, Awarding the Sale and Authorizing the Issuance of a \$1,500,000 Urban Renewal Tax Increment Revenue Bond, Series 2017, Pledging to the Payment of the Bond Funds and Portions of Taxes Created Pursuant to the Authority §403.19(2) of the *Code of Iowa*, Providing for the Securing of the Bond and Certifying the Bond to the County Auditor, All for Urban Renewal Purposes of Story County, Iowa
6. Memorandum of Understanding and Software Use Policy between the Iowa Department of Transportation and Story County, effective 9/1/17
7. Acknowledgment of submitted County Outreach and Special Projects Quarterly Report
8. Acknowledgment of the purchase of the licenses for Mobile Computer Terminals (MCTs), Mobile Field Reporting (MFRs), and Netmotion, totalling \$8,260.00 (un-budgeted)
9. Resolution #18-33, Setting a Date and Time for Public Hearing for 9/19/17, for First Consideration of Ordinance No. 263 Amending Certain Boundaries of the Official Zoning Map of Story County Iowa – Gibbons Rezoning
10. Resolution #18-34, Setting a Date and Time for Public Hearing for 9/19/17, for First Consideration of Ordinance No. 264 Amending Certain Boundaries of the Official Zoning Map of Story County Iowa – Jensen Rezoning
11. Professional Services Agreement with the WHKS & Co. for Sand Hill Trail over Wilcox Creek Bridge Replacement for final design plan for \$29,900.00
12. Road Closure Resolutions: #18-08, #18-09
13. Utility Permit: #18-23

Roll call vote. (MCU)

RESOLUTION #18-29, THE FINAL READING OF THE CLOSURE OF THE BRIDGE ON W. 190TH STREET OVER SQUAW CREEK IN SECTION 20 OF FRANKLIN TOWNSHIP – Sanders provided an overview, and stated he received no additional public comments since the last meeting. Sanders asked for comments and none were received. Chitty moved, Olson seconded the approval of Resolution #18-29, the Final Reading of the Closure of the Bridge on West 190th Street over Squaw Creek in Section 20 of Franklin Township. Sanders read the last paragraph of the resolution. Roll call vote. (MCU)

APPLICANT KIRK YOUNGBERG FOR VACANCY ON ASSET – will report at a later date.

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

Olson reported on attending the Iowa Finance Authority Conference. She announced the workshop regarding Animal Control workshop will be held tonight starting at 7:00 p.m. Sanders announced the upcoming canvass for the School Election.

Chitty moved, Olson seconded to adjourn at 10:05 a.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Agenda
9/12/17

1. CALL TO ORDER: 10:00 A.M.

2. PLEDGE OF ALLEGIANCE:

3. PUBLIC COMMENT #1:

This comment period is for the public to address topics on today's agenda

4. CONSIDERATION OF MINUTES:

I. 9/5/17 Minutes

Department Submitting Auditor

5. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1)new hire in Attorney's Office effective 9/18/17 for Connie Davis @ \$15.75/hr; 2)pay adjustment in a)Attorney's Office effective 9/17/17 for Sue Logsdon @ \$17.52/hr; b) Environmental Health for Margaret Jaynes @ \$3,050.52/bw; c)Facilities for Robert Oberney @ \$24.27/hr; d)Secondary Roads for Mark Brakke @ \$29.33/hr; Jonathan Fry @ \$31.89/hr; d) Sheriff's Office for Michelli Good @ \$2,224.82/bw; Dina McKenna @ \$3,627.28/bw; Adam Packer @ \$1,921.28/bw.

Department Submitting HR

6. CONSENT AGENDA:

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

I. Consideration Of License Agreement Renewal Between NEOGOV And Information Technology Effective 10/09/17-10/08/18, For \$6921.60

Department Submitting Information Technology

Documents:

NEOGOV.PDF

II. Consideration Of Contract Between CDW-G And Information Technology For Hardware Maintenance, Effective 10/15/17-10/14/18, For \$8553.92

Department Submitting Information Technology

Documents:

CDWG.PDF

III. Consideration Of Memorandum Of Understanding Between The City Of Ames, Iowa And Story County For The Justice Assistance Grant Program Award For \$11,119.00

Department Submitting Sheriff

Documents:

JAG PROGRAM.PDF

- IV. Consideration Of Resolution #18-30 For The Speed Limit On Grant Ave. Beginning At W 190th St. In Sec. 15-84-24 Going North 2100 Feet Established At 45 Mph

Department Submitting Engineer

Documents:

RES 18 30.PDF

- V. Consideration Of Resolution #18-31, Setting Date And Time For Public Hearing For September 19, 2017, For Consideration Of Resolution # 18-32, Approving A Loan Agreement, Awarding The Sale And Authorizing The Issuance Of A \$1,500,000 Urban Renewal Tax Increment Revenue Bond, Series 2017, Pledging To The Payment Of The Bond Funds And Portions Of Taxes Created Pursuant To The Authority Of Section 2 Of Section 403.19 Of The Code Of Iowa, Providing For The Securing Of The Bond And Certifying The Bond To The County Auditor, All For Urban Renewal Purposes Of Story County, Iowa

Department Submitting Board of Supervisors

Documents:

RESOLUTION 18 31.PDF

- VI. Consideration Of Memorandum Of Understanding And Software Use Policy Between Iowa Department Of Transportation And Story County Effective 9/1/17

Department Submitting Sheriff

Documents:

MOU IDOT.PDF

- VII. Acknowledgement Of Submitted County Outreach And Special Projects Quarterly Report

Department Submitting Auditor

Documents:

QUARTER REPORT.PDF

- VIII. Acknowledgement To Purchase The Licenses For Mobile Computer Terminals (MCT, Mobile Field Reporting (MFR's, And Netmotion, The Total Of All Items Necessary Is For \$8,260 (Un-Budgeted)

Department Submitting Sheriff

Documents:

BOS MEMO.PDF

- IX. Consideration Of Resolution #18-33, Setting A Date And Time For Public Hearing For September 19, 2017, For First Consideration Of Ordinance No. 263 Amending Certain Boundaries Of The Official Zoning Map Of Story County Iowa – Gibbons Rezoning Consent

Department Submitting Planning and Development

Documents:

RESOLUTION 18 33 SETTING PUBLIC HEARING FOR ORD 263.PDF

- X. Consideration Of Resolution #18-34, Setting A Date And Time For Public Hearing For September 19, 2017, For First Consideration Of Ordinance No. 264 Amending Certain Boundaries Of The Official Zoning Map Of Story County Iowa – Jensen Rezoning

Department Submitting Planning and Development

Documents:

RESOLUTION 18 34.PDF

- XI. Consideration Of Professional Services Agreement With The WHKS For Sand Hill Trail Over Wilcox Creek Bridge Replacement For Final Design Plan For \$29,900

Department Submitting Engineer

Documents:

WILCOX CREEK BRIDGE REPLACEMENT.PDF

- XII. Consideration Of Road Closure Resolution(S): #18-08: #18-09

Department Submitting Engineer

Documents:

RC 18 08.PDF
RC 18 09.PDF

- XIII. Consideration Of Utility Permit(S): #18-023

Department Submitting Engineer

Documents:

UT 18 023.PDF

7. PUBLIC HEARING ITEMS:

8. ADDITIONAL ITEMS:

- I. Consideration Of Resolution #18-29, The Final Reading Of The Closure Of The Bridge On W 190th St. Over The Squaw Creek In Sec. 20 Of Franklin Twp - Sanders

Department Submitting Engineer

Documents:

RES 18 29.PDF

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

Department Submitting Board of Supervisors

Documents:

YOUNGBERG APPLICATION.PDF

9. AGENCY REPORTS:

10. DEPARTMENTAL REPORTS:

11. OTHER REPORTS:

12. PUBLIC FORUM #2:

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

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

14. ADJOURNMENT:

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

Story County Meeting
Board of Supervisors
9/12/17

NAME

ADDRESS

Jerry Moore
Deb Schildroth

P&D
BOS Office

NEOGOV™

Sales Order

Governmentjobs.com, Inc.
300 Continental Blvd
Suite 565
El Segundo CA 90245

Date 9/9/2017
Number SO6499
Due Date
Terms Net 30
P.O. No.

Bill To

Alissa Wignall
Story, County of (IA)
900 6th Street
Nevada IA 50201
United States

Item	Description	Period Covered	Amount
IE - Renewal	Insight Enterprise Software License	10/9/2017 - 10/8/2018	6,921.60
Total			\$6,921.60

~~APPROVED~~ DENIED
Board Member Initials: AW
Meeting Date: 9-12-17
Follow-up action: _____

Start Date

THE STATE OF IOWA
COUNTY OF STORY

KNOW ALL BY THESE PRESENT

MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN THE CITY OF AMES, IOWA, AND STORY COUNTY, IOWA

JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this 12th day of September, 2017, by and between the Story County, Iowa, acting by and through the Chairman of the County Board of Supervisors as an authorized agent for the county, hereinafter referred to as COUNTY, and the City of Ames, acting by and through the Mayor as an authorized agent for the city, hereinafter referred to as AMES, both of Story County, State of Iowa, witnesseth:

WHEREAS, under the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance 2017 Edward Byrne Memorial Justice Assistance Grant Formula Program, Local Solicitation, hereinafter referred to as GRANT, funds have become available to the parties for use in improving law enforcement programs; and

WHEREAS, the GRANT requires that the COUNTY and AMES agree on process for filing an application for the acquisition, administration and expenditure of those funds; and,

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of all parties, that the undertaking will benefit the public, and that the division of funds and costs is equitable;

NOW THEREFORE, AMES and COUNTY agree as follows:

Section 1.

The parties are eligible for funding through the GRANT of up to \$11,119.00. The parties agree that AMES will file a single application on behalf of both parties that provides for distribution of funds as follows:

To AMES - \$11,119.00 to support an officer wellness program.

Section 2.

AMES shall be designated as the fiscal agent for the purposes of this GRANT and shall be responsible for all administrative support to meet the requirements of the GRANT. COUNTY shall not be responsible for any costs associated with the administration of the GRANT.

Section 3.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 4.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 5.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; nor do they intend to create a separate legal entity for the purposes of this GRANT, specifically they do not intend to create a legal entity authorized by Chapter 28E of the Code of Iowa; further, this Agreement shall not create any rights in any party not a signatory hereto.

IN WITNESS THEREOF, the parties have caused this Agreement to be signed by their authorized representatives.

Story County

By: Rick Sanders, Chairman
Story County Board of Supervisors



Signature

City of Ames

By: Ann Campbell, Mayor
City of Ames

Signature

Abstract

Edward Byrne Memorial Justice Grant Formula Program: 2017 Local Solicitation
CFDA #16.738

Name: City of Ames Police Department, Ames, Iowa

Project Title: Ames Police Department Officer Wellness Project

Problem to be Addressed: Police departments, including the Ames Police Department, have historically focused training on building officers skills for job performance and safety. It is now recognized that officers also need to build and maintain their physical and mental health to perform and excel at the demanding duties of the profession. The Department needs to develop a program focusing on officer wellness.

Goal of the Project: To provide selected individuals within the Police Department with training on issues of officer wellness and to establish a pilot program to develop officer physical and mental wellness; To develop a safe place within the Police Department where officers can debrief and destress.

Description of Strategies: The proposed project would provide support for training opportunities in two area: mental health crisis and physical wellness. The project would also provide support for the development of a pilot program with volunteer officers that would closely track officer health and wellness activities and then provide support for improvements. Finally, the project would support the creation of a quiet room within the department that will provide officers with a physical place to debrief and destress.

Anticipated Outcomes: Selected personnel will receive advanced training that will help them develop and expertise in law enforcement related wellness issues. A broader range of law enforcement personnel will receive subject matter training and support to develop and maintain heathier lifestyles.

Project Identifiers:

Officer Wellness
Mental Health
Conferences and Training
Equipment - General

Prepared by and return to: The Story County Engineer's Office, 837 N Ave, Nevada, Iowa 50201 Phone 515-382-7355

RESOLUTION #18-30
Speed Limit on Grant Avenue

WHEREAS: The Board of Supervisors is empowered under authority of Sections 321.255 and 321.285 Subsection 4 of the 2017 Code of Iowa to determine, upon the basis of an engineering and traffic investigation, that the speed limit on any secondary road is greater than is reasonable and proper under the conditions existing, and may determine and declare a reasonable and proper speed limit, and

WHEREAS: Such investigation has been completed in accordance with Manual on Uniform Traffic Control Devices, Section 2B.13, by the Story County Engineer.

NOW THEREFORE, BE IT RESOLVED by the Story County Board of Supervisors that a speed limit be established and appropriate signs be erected at the location described as follows:

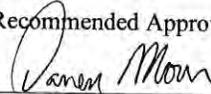
- 1) On Secondary road Grant Avenue, beginning at W 190th Street in Section 15-84-24 and then running north 2100 feet shall be established at 45 miles per hour.

This resolution supersedes and voids all previous resolutions establishing speed limit on the road section above described. Speed Limit to be effective upon erection of signs.

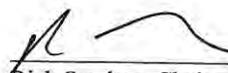
Adopted this 12th day of September, 2017

Moved by: Chitty
Seconded by: Olson
Voting aye: Chitty, Olson, Sanders
Voting nay: None
Absent: None
Not voting: None

Recommended Approval by:



Darren R. Moon, P.E. Date
County Engineer



Rick Sanders, Chairperson
Board of Supervisors

ATTEST: 

Lucy Martin
County Auditor

STORY COUNTY IOWA RESOLUTION OF THE
BOARD OF SUPERVISORS RESOLUTION
NUMBER 18-31

SETTING DATE AND TIME FOR PUBLIC HEARING FOR SEPTEMBER 19, 2017, FOR APPROVING A LOAN AGREEMENT, AWARDED THE SALE AND AUTHORIZING THE ISSUANCE OF A \$1,500,000 URBAN RENEWAL TAX INCREMENT REVENUE BOND, SERIES 2017, PLEDGING TO THE PAYMENT OF THE BOND FUNDS AND PORTIONS OF TAXES CREATED PURSUANT TO THE AUTHORITY OF SECTION 2 OF SECTION 403.19 OF THE CODE OF IOWA, PROVIDING FOR THE SECURING OF THE BOND AND CERTIFYING THE BOND TO THE COUNTY AUDITOR, ALL FOR URBAN RENEWAL PURPOSES OF STORY COUNTY, IOWA

WHEREAS, the Board of Supervisors (the "Board") of Story County, Iowa (the "County"), has established the Story County Urban Renewal Area (the "Urban Renewal Area") and has adopted an ordinance designating the Urban Renewal Area for tax increment financing purposes; and

WHEREAS, the Board proposes to enter into a loan agreement (the "Loan Agreement") in a principal amount not to exceed \$1,500,000 pursuant to the provisions of Sections 403.19 of the Code of Iowa for the purpose of paying the cost, to the extent, of projects located within the Urban Renewal Area; and

WHEREAS, it is necessary to fix a date of meeting of the Board at which it is proposed to take action to enter into the Loan Agreement and to give notice thereof as required by such law;

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

Section 1. This Board shall meet on the 19th day of September 2017, at the Story County Administration Building, Nevada, Iowa, at 10:00 o'clock a.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Loan Agreement.

Section 2. The County Auditor is hereby directed to give notice of the proposed action on the Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once and not less than four nor more than twenty days before the meeting, in a legal newspaper of general circulation in the County.

The notice shall be in substantially the following form:

NOTICE OF PUBLIC HEARING ON RESOLUTION APPROVING A LOAN AGREEMENT, AWARDED THE SALE AND AUTHORIZING THE ISSUANCE OF A \$1,500,000 URBAN RENEWAL TAX INCREMENT REVENUE BOND, SERIES 2017, PLEDGING TO THE PAYMENT OF THE BOND FUNDS AND PORTIONS OF TAXES CREATED PURSUANT TO THE AUTHORITY OF SECTION 2 OF SECTION 403.19 OF THE CODE OF IOWA, PROVIDING FOR THE SECURING OF THE BOND AND CERTIFYING THE BOND TO THE COUNTY AUDITOR, ALL FOR URBAN RENEWAL PURPOSES OF STORY COUNTY, IOWA

The Board of Supervisors of Story County, Iowa, will meet on the 19th day of September 2017 at the Story County Administration Building, Nevada, Iowa, at 10:00 o'clock a.m., for the purpose of holding a public hearing on a tax increment revenue loan agreement (the "Loan

Agreement") in a principal amount not to exceed \$1,500,000 for the purpose of paying the cost, to that extent, of projects located within the Story County Urban Renewal Area.

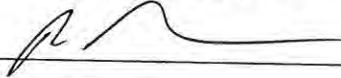
The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 403.19 of the Code of Iowa. The Loan Agreement will not constitute a general obligation of the County, but will be payable solely from incremental property taxes generated within the Story County Urban Renewal Area.

At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the Board may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the Board of Supervisors of Story County, Iowa.

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

Passed and approved September 12, 2017.



Board of Supervisors



Attest Story County Auditor

Moved by: Chitty

Seconded by: Olson

Voting Aye: Chitty, Olson, Sanders

Voting Nay: None

Absent: None

**MEMORANDUM OF UNDERSTANDING & SOFTWARE USE POLICY
BETWEEN
IOWA DEPARTMENT OF TRANSPORTATION
AND
Story County Sherriff Office**

Background

The Mobile Architecture for Communications Handling (MACH) client software application is co-owned by the Iowa Department of Transportation (DOT) and the developer, Technology Enterprise Group, Inc. (TEG). DOT is making the MACH client software available for use by Iowa's public safety agencies.

DOT has a license from TEG for the MACH server software. The Iowa Department of Public Safety (DPS) hosts a MACH server(s) for Iowa's public safety agencies.

Purpose

This is a cooperative agreement between the Iowa DOT, Motor Vehicle Division, Office of Motor Vehicle Enforcement and the Story County Sheriff Office to allow Story County Sherriff Office to use the MACH client software.

Goals

Through the integration of new technologies and products, implementing this MOU is intended to:

- Improve highway and public safety data.
- Increase employee efficiency.
- Provide the capability for communications within and between public safety agencies.
- Enhance employee safety.
- Identify the location of resources and assist in deploying those resources

General Provisions

The DOT will:

1. Provide the MACH client software, version 2, and subsequent releases. DOT's Traffic and Criminal Software (TraCS) Team will install MACH on computers in compliance with the DOT MACH Software Use Policy.
2. Have the TraCS Team determine, to the best of their ability, whether any problem with MACH is software or hardware related. If software related, the resolution of the problem will be the responsibility of the DOT. If hardware related, the DOT may offer suggestions but the resolution of the problem will be responsibility of the user agency.
3. Provide training, either directly or through train-the-trainer, in the use of MACH.
4. Provide technical support as requested. This support will occur via telephone, e-mail, or Bomgar (a remote support tool). If necessary, on site visits will be provided.
5. Host an annual User Group meeting to receive user input and share future plans.

The Agency will:

1. Provide and maintain equipment capable of efficiently running MACH and subsequent versions as they become available. MACH requires a GPS unit or a GPS equipped computer and a method to communicate with the MACH server over the Internet. A computer may use MACH without a GPS unit such as an administrator's desktop within an agency's offices.
2. Pay the fees assessed by DPS if the agency uses MACH to access the IOWA System and initiate NCIC queries.
3. Submit all motor vehicle crash reports to DOT using TraCS. The agency understands that crash reports must be submitted timely and must use the Incident Location Tool to locate all crashes submitted to the Iowa DOT. **This crash reporting process is a requirement to qualify for the use of MACH.**
4. Designate an agency contact(s) for problem resolution and training.
5. Not modify MACH other than through use of the customizing afforded by the application.

6. Accord all information contained in MACH the same security and protection as other highly sensitive intelligence information and conform to all privacy and confidentiality laws and regulations that may apply to that information. The agency will use the MACH NCIC capability in strict adherence with the DPS policy regarding mobile data terminals.

Indemnification:

Each party agrees to hold harmless the other party (including its officers, agents and employees) from and against any and all claims, demands, liabilities and costs incurred by the indemnified party, including reasonable attorney's fees, directly or indirectly arising out of or in connection with the indemnifying party's performance, or any service, or any other act or omission by or under the direction of the indemnifying party, or its officers, agents or employees.

Integration:

This MOU represents the entire agreement between the Parties and neither Party is relying on any representation that may have been made that is not included in this MOU.

Amendments:

This agreement shall not be supplemented, amended or modified except on the express written agreement of all parties.

Not a Joint Venture:

Nothing in this MOU shall be construed as creating or constituting the relationship of a partnership, joint venture, Iowa Code Chapter 28E Agreement, other association of any kind, or agent/principal relationship between the parties thereto. Each party shall be deemed to be an independent contractor, contracting for services and acting towards the mutual benefits expected to be derived from this MOU. Neither party, unless otherwise specifically provided for in this MOU, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this MOU.

Effective Date:

This agreement is effective the 1st day of September, 2017 and will remain in effect until written notice is given to all parties.

Termination:

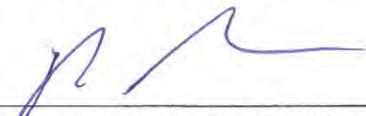
This agreement may be terminated by either party for its convenience upon 30 days' prior written notice to the other party.

Signatures

To deploy MACH at Story County Sheriff Office the undersigned parties agree to all provisions contained in this MOU and affirm that they are authorized to enter into this agreement on behalf of the agencies involved.

Evidence of Political Subdivision Acceptance
By Story County Sheriff Office

Evidence of State Agency Acceptance
By Iowa DOT



Signature of Authorized Official

Signature of Authorized Official

Rick Sanders

Printed Name

Printed Name

Chair BOS

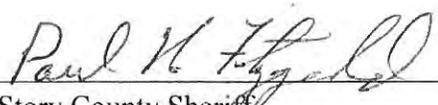
Title

Title

9-12-17

Date

Date



Story County Sheriff

Paul H. Fitzgerald

Printed Name

09/07/2017

Date



County Outreach and Special Projects Manager
Story County, Iowa
Administration Building
900 6th Street, Nevada, Iowa 50201

Ph. 515-382-7247 Email: lharter@storycountyiowa.gov
www.storycountyiowa.gov

APPROVED **DENIED**

Board Member Initials: LS

Meeting Date: 9-12-17

Follow-up action: _____

TO: Story County Board of Supervisors
FROM: Leanne Lawrie Harter, AICP, CFM
RE: Quarterly Report – County Outreach and Special Projects Manager
DATE: September 7, 2017

Below is a listing of projects and other areas with which I have been involved from early June through the beginning of September. The list is organized based on the adopted work program categories.

Please let me know if you have any questions!

Capital Improvements Plan

- CIP StoryMap – this is set-up and online at <https://arcg.is/y5f95>. Erica Place with Conservation showed me how to imbed it as part of our Facebook presence as well. As projects go through different phases, I go in and keep this updated – I have pictures of the road paving projects to add for example.
- Worksheets and information will be handed out in November as part of the budget preparation.

Communications Plan

- Our Story published in July – the next publication will be released in November.
- Recruitment for an intern is underway – job opening is posted and closes October 6th. Staff will be attending the career fair on 9/27 at Iowa State University as well.
- Projects shared with the Ames High Business Engagement Collaborative (Ames High) and LAUNCH (Nevada High) and work is underway!
- Updated *Our Story* presentation.
- Presence at Story County Fair in July
- Website update – external survey completed. Working with subcommittee of the Website Refresh Committee to highlight design options.
- Developing monthly rotating displays for first floor of Story County Administration building.

C2C Plan

- Executive Summary completed to be presented along with the annual review to the Board of Supervisors in October.
- Survey conducted as part of annual review.
- Presentations to school districts and city councils will begin in November 2017 – March 2018.
- Annual meeting with city administrations scheduled and held on August 30th.





County Outreach and Special Projects Manager

Story County, Iowa

Ph. 515-382-7247 Email: lharter@storycountyiowa.gov

www.storycountyiowa.gov

COOP/COG

- Begin to identify potential tabletop exercises working with Emergency Management.
- Provided assistance with agenda items and legal notices for the HSC generator project.
- Annual Review to be brought to the BOS in October.
- Draft toolkit to be delivered to ISAC in October.

Connect Iowa

- Vertical Assets Inventory completed.
- Community Technology Academy and Technology Summit are both projects under consideration by local high school students.

Watershed Management Planning

- Review of County ordinances prepared by EOR and presented to County staff for discussion. This will be revised and the consultant will be presenting it along with recommended action steps in the coming months in tandem with the watershed assessments.
- Scheduling meetings in "four quadrants" for consultant to meet with various city officials regarding watershed assessments. We hope these will occur in late September/early October.

Floodplain Management/CRS Program Coordination

- Our first CRS re-certification process is beginning for which I am starting to prepare.
- Comments sent regarding the methodology sent in early June to IDNR and Iowa Flood Center. Currently, working through the entire county (excluding City of Ames) reviewing the maps. The IDNR provided me with the following schedule:
 - FIRM Database: 12-03-2017 thru 03-03-2018
 - Preliminary Map Production & Distribution: 03-04-2018 thru 10-25-2018.
 - Post Preliminary Processing: 10-26-2018 thru 01-08-2020
- Continue to work with Darla Ingham on the various aspects of the floodplain permitting process. I compiled procedure steps to help walk through the process, and these were shared with Jerry Moore and Deb Schildroth. The file directory was modified by IT to move everything from my H: drive to P&D's G: drive, granting access to Darla and me. At this time, it is only the two of us managing the database and permitting process however.
- Continue to serve on IFSMA Lunch and Learn Committee
- High Water Sign Initiative application submitted.
- Plats of Survey – 12 reviewed during June, July, August and to date (September 7, 2017)
- Fourteen (14) floodplain verifications, comments, or additional information in response to zoning permits and/or development review applications.
- Darla met with the Recorder's Office and pulled all annexations dating back a few years. I am in the process of uploading these and sending to the FEMA contractors.
- The Program for Public Information (PPI) will be brought this fall to the BOS for a review and update.
- Floodplain Permit Activity:
 - 9 new applications submitted since June
 - 10 Pre-Construction Phase Permits Issued





County Outreach and Special Projects Manager

Story County, Iowa

Ph. 515-382-7247 Email: lharter@storycountyiowa.gov

www.storycountyiowa.gov

- 18 inspections conducted (prior to Final Permit)
- 5 site inspections conducted (prior to PCPP issuance)
- 18 Final Permits issued (does not include DAPL project which has been inspected and in process of final permit issuance)

Miscellaneous

- The Annual Review of the Strategic Plan has started. Comments are due to me in mid-September, from which I will draft any necessary modifications and bring to the Board in October.
- Ordinance Development and Review Guidelines Manual – this was distributed for comments and we are waiting for some additional review and to time this accordingly with the codification update project.
- RFP Manual adopted by the Board of Supervisors
- Blood Drives were coordinated in August – please see the attached sheets from Red Cross – we had outstanding turnout!
- Leadership Nevada 2017 scheduled for December – we will be staying put at the Justice Center the entire day, which should increase the amount of time to share our stories!
- United Way Day of Caring – September 8th. Fifteen employees from Story County participated throughout the day.
- Provided assistance to the Story County Attorney's Office with drafting resolutions and legal notices for purchase of property.
- Zearing submitted a revised application for the Façade Improvement Grant Program (following revisions of the programs guidelines reviewed and acted upon by the Board). The Board did approve the grant application.
- Updated website and/or distributed press releases for the following: Animal Control Worksession, C2C 2017 Annual Review and Survey, Website Redesign, Red Cross Blood Drives; and will be providing social media postings for the HIRTA Community Conversations in September.
- Developed annual report forms for the Story County Economic Development Group
- Reviewed and provided comments to City of Collins on potential urban renewal area program implementation.
- Onboarding discussions and projects with Human Resources.

Urban Renewal Area Program

- Applications received for 2017 program went through the review process and the Urban Renewal Plan was amended and adopted by the Board in August.
- Processed steps for the 2nd phase of the Tedesco Environmental Learning Corridor including amending the URA Plan, and the financing piece will be wrapping up in mid-September, with the resolution approving the loan agreement scheduled for September 19th.

Training Sessions

- Pictometry
- Overcoming Impediments to Flood Resilience: Paths Forward
- NFIP Reauthorization
- ASWM Hot Topics Webinar: What's Next for Clean Water Act Jurisdiction





County Outreach and Special Projects Manager
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Please let me know if you have any questions or would like additional information.

Date 08252017 Sponsor Story County - Nevada **American Red Cross**



Thank you for sponsoring an American Red Cross blood drive.

Here are your blood drive results:

Presenting Donors 42

Total Units 41!

3 deferrals, 33 WB, 4/8 2RBC's Goal: 25

Thank you so much for having us this week! We had a great turn out, and it was a great reminder of why we do this job everyday. Best wishes to the Scott family, and thank you for being a part of the blood drive!
 Thanks! Red Cross Team

Date 08242017 Sponsor Story County Admin **American Red Cross**



Thank you for sponsoring an American Red Cross blood drive.

Here are your blood drive results:

Presenting Donors 39

Total Units 38

3 deferrals, 30 WB, 4/8 2RBC's

Thank you so much for hosting the blood drive today! We appreciate the work that went into organizing the event and we enjoyed saving lives with you!
 Thanks! Red Cross Team





Sheriff's Office

Story County

PAUL H. FITZGERALD, Sheriff



Emergency 911 • Office: 515-382-6566 • Fax #: 515-382-7479 • P.O. Box 265 • Nevada, Iowa 50201

To: Board of Supervisors
Rick Sanders, Chairperson
Martin Chitty
Lauris Olson

From: Sheriff Paul H. Fitzgerald

Date: September 7, 2017

Reference: Purchase over \$5,000 (unbudgeted)

.....
The Sheriff's Office purchased 25 Mobile Data Terminals at the end of Fiscal Year 2017, four of which were in addition to the replacements. In order to utilize the four additional computers, we need to purchase the licenses for MCT (Mobile Computer Terminals), MFR's (Mobile Field Reporting), and Netmotion.

Due to these unbudgeted items being over \$5,000, I wanted to inform the Board of Supervisors of this purchase. The total of all items necessary is \$8,260.

Acknowledgement
~~APPROVED~~ DENIED
Board Member Initials: RS
Meeting Date: 9-12-17
Follow-up action: _____

Please return to:
Planning & Development

RESOLUTION NO. 18-33

RESOLUTION OF THE BOARD OF SUPERVISORS OF STORY COUNTY, IOWA, SETTING DATE AND TIME FOR PUBLIC HEARING FOR FIRST CONSIDERATION OF ORDINANCE NO. 263 AMENDING CERTAIN BOUNDARIES OF THE OFFICIAL ZONING MAP OF STORY COUNTY IOWA, AS REFERENCED IN SECTIONS 92.06 & 86.02 OF THE STORY COUNTY CODE OF ORDINANCES, LOCATED IN SECTION 24 OF FRANKLIN TOWNSHIP at 2272 DAYTON PARKWAY, AMES, IA, UNDER THE OWNERSHIP OF JEFFREY AND MARY GIBBONS, FROM THE A-1 AGRICULTURAL ZONING DISTRICT TO THE R-1 TRANSITIONAL RESIDENTIAL ZONING DISTRICT.

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

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

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

AND WHEREAS, at their September 6, 2017 meeting, the Story County Planning and Zoning Commission's recommendation was a split vote (3-3) on the motion to approve the rezoning request;

NOW THEREFORE BE IT RESOLVED that a public hearing date on this matter be held on the proposed Ordinance No. 263 on the 19th day of September, 2017, in the Public Meeting Room of the Story County Administration Building, Nevada, Iowa, at 10:00 AM and the Board of Supervisors directs Planning and Development staff to place copies of the full text of the ordinance with the Office of the County Auditor.

Dated this 12th day of September, 2017.



Board of Supervisors
Story County, Iowa



County Auditor
Story County, Iowa

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

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared by Emily Zandt, Story County Planning & Development Department, 900 6th St., Nevada, Iowa 50201 515-382-7245

Please return to:
Planning & Development

RESOLUTION NO. 18-34

RESOLUTION OF THE BOARD OF SUPERVISORS OF STORY COUNTY, IOWA, SETTING DATE AND TIME FOR PUBLIC HEARING FOR FIRST CONSIDERATION OF ORDINANCE NO. 264 AMENDING CERTAIN BOUNDARIES OF THE OFFICIAL ZONING MAP OF STORY COUNTY IOWA, AS REFERENCED IN SECTION 92.06 & 86.02 OF THE STORY COUNTY CODE OF ORDINANCES, LOCATED IN SECTION 34 OF WASHINGTON TOWNSHIP AT 27932 TIMBER ROAD, KELLEY, IA, UNDER THE OWNERSHIP OF BENJAMIN AND JERA JENSEN, FROM THE A-R AGRICULTURAL RESIDENTIAL ZONING DISTRICT WITH CONDITIONS TO THE A-R AGRICULTURAL RESIDENTIAL ZONING DISTRICT WITHOUT CONDITIONS.

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

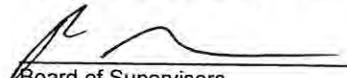
WHEREAS, Section 1.11 (2)(A) states a proposed ordinance shall be considered and receive a favorable vote for passage in accordance with Section 331.302 (6) of the Code of Iowa, as amended;

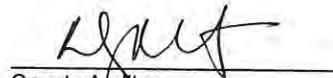
AND WHEREAS, Section 1.11 (2)(B) states the title of the proposed ordinance shall be published in accordance with Section 331.305 of the *Code of Iowa*, as amended, prior to its first consideration by the Board. Copies of the full text of the ordinance shall be made available to the public at the time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

AND WHEREAS, the Story County Planning and Zoning Commission recommended approval (vote 6-0) of the requested zoning amendment, removing the existing conditions, at their September 6, 2017 meeting;

NOW THEREFORE BE IT RESOLVED that a public hearing date on this matter be held on the proposed Ordinance No. 264 on the 19th day of September, 2017, in the Public Meeting Room of the Story County Administration Building, Nevada, Iowa, at 10:00 AM and the Board of Supervisors directs Planning and Development staff to place copies of the full text of the ordinance with the Office of the County Auditor.

Dated this 12th day of September, 2017.


Board of Supervisors
Story County, Iowa


County Auditor
Story County, Iowa

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

**SUPPLEMENT #1
TO
PROFESSIONAL SERVICES AGREEMENT**

WHEREAS, Story County, Iowa (Client) and WHKS & Co. (WHKS) executed a Professional Services Agreement dated **January 24, 2017**, for **Sand Hill Trail over Wilcox Creek (11-20-WX10) Bridge Replacement**, and

WHEREAS, the original Agreement includes Final Design (Phase II) with a detailed Scope of Services and Fees to be identified in a Supplemental Agreement, and

WHEREAS, WHKS will provide engineering services as described below to successfully complete said services, and

NOW THEREFORE, the Client hereby agrees to retain and compensate WHKS to perform the professional services in accordance with the terms and conditions of this Supplement, the initial Professional Services Agreement, and the Standard Terms and Conditions accompanying the initial agreement.

PROJECT DESCRIPTION

WHKS was retained by the Client to perform Phase I work including hydrology, hydraulics, bridge sizing, permitting, and development of preliminary plans.

The Client desires WHKS to proceed with Phase II work, which includes final bridge and roadway design. Based on the findings of the Phase I, the replacement bridge will be a 80' x 30'-6" continuous concrete slab (CCS) bridge with open rails and pile bent piers. The piers and abutments will be supported by driven steel or precast concrete piling. Bridge skew to be 15 degrees (RA). Bridge design and plans will utilize Iowa DOT J-standards.

Roadway work will include approach grading necessary for grade raise as shown on preliminary plans, guardrail design, granular surfacing, erosion control, ROW design and coordination, and traffic control/detour. The project limits will extend from approximately Sta. 100+95 (170 ft. beyond south bridge end) to Sta. 105+75 (230 ft. beyond north bridge end).

Project will be let through the Iowa DOT. Preparation of check and final plans will be according to the Iowa DOT Office of Local Systems I.M. 3.505 "Check and Final Plans" and I.M. 3.510 "Check and Final Bridge or Culvert Plans". Completion of the Project Development Certification (PDC) will be performed by the Client.

SCOPE OF SERVICES

Project Management and Meetings-

- Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of status reports, and general administrative activities.
- Hold kick-off meeting with Client to discuss the project and review the scope.
- Advise the Client of the necessity of obtaining Special Engineering Services as described below, and act as the Client's representative in connection with any such services not actually performed by WHKS.

Final Design (Phase II)-

- Contact Iowa One Call to perform a design information request and a design locate for utilities, if necessary.
- Prepare final plans and specifications to show the character and scope of work to be performed by contractors on the Project. Plans will follow Iowa DOT standards.
- Geotechnical Engineering services will be performed by a subcontractor to WHKS under this contract. Geotechnical services to include soil borings at each abutment location, recommendation of pile driving resistance level, and boring logs. See subconsultant scope of services (Attachment A) for additional details.
- Prepare opinion of probable construction cost on completed plans and specifications.
- Furnish plans and specifications (Check and Final) to the Client and Iowa DOT through TPMS.
- Answer contractor's questions during the bidding phase.
- Prepare addendums to the contract documents prior to bid letting, if necessary.
- Input project bid items and any special provisions, if necessary, in the Iowa DOT Bid Items Application.
- After letting, perform the following construction-related services for the Client:
 - ✓ Wave Equation analysis for pile driving (1 chart for abutment, 1 for pier)
 - ✓ Shop drawing review (up to 8 hours)

SPECIAL ENGINEERING SERVICES

Special Engineering Services are those services not listed above, but which may be required or advisable to accomplish the Project. Special Engineering Services shall be performed when authorized by the Client for additional fees, to be determined at the time authorized.

Special Engineering Services include:

- Land surveying and platting
- Easement Research, plats or descriptions
- Negotiation for easements or land acquisition
- Quality control testing and construction materials testing
- Permits other than those identified above
- Wetland Delineations or mitigation plans
- Cultural resource survey or other studies or documentation that may be required by regulatory agencies that are not specifically listed in the scope of services
- National Environmental Policy Act (NEPA) compliance, including historical and archeological investigations
- Bridge aesthetics
- Attendance at additional meetings (other than those listed above)
- Construction phase engineering services, including construction administration, staking, construction observation, preparation of record drawings and project close-out services

SCHEDULE

The following schedule is based on a **Major** project schedule according to the Iowa DOT Office of Local Systems I.M. 3.005 "Project Development Submittal Dates and Information" with an assumed letting date of **February 20, 2018**.

- Submit Check Plans 10/24/2017
- Submit Final Plans 11/21/2017

BASIS OF COMPENSATION

For the services described above, the Client shall remunerate WHKS on an hourly plus expenses basis with a Not-to-Exceed fee as follows:

Final Design (Phase II) \$ 29,900*

*Includes \$5,700 in subconsultant expenses for geotechnical services as shown in Attachment A.

Executed this 12th day of September, 2017.

Story County, Iowa

By: 

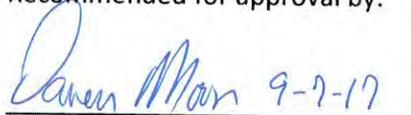
Title: Chair BOS



By: 

Fouad K. Daoud, P.E. & S.E.
Director of Structural Engineering/
President & CEO

Recommended for approval by:



Darren R. Moon, P.E. Date



3405 SE Crossroads Drive, Suite C
Grimes, Iowa 50111-5051
515.986.3013 Fax 515.986.3083
www.thielegeotech.com

August 29, 2017

Mr. Josh Opheim, P.E.
WHKS & Co.
1421 South Bell, Suite 103
Ames, Iowa 50010

**RE: PROPOSAL FOR GEOTECHNICAL EXPLORATION
SAND HILL TRAIL BRIDGE REPLACEMENT, STORY COUNTY, IOWA**

Dear Mr. Opheim:

Enclosed is our proposal for geotechnical exploration for the Sand Hill Trail over Wilcox Creek Bridge Replacement project in Story County, Iowa. The accompanying proposal describes our approach and proposed scope of services, the estimated cost of the study, and the contract terms.

Thiele Geotech is a service-oriented firm offering geotechnical, material, and environmental engineering. Our focus is on providing quality engineering solutions based on each individual client's needs. Our professional staff has extensive experience with similar projects, and we have the equipment and resources available to complete this study.

We look forward to working with you and your design team on this project. If you have any questions, please call. If the accompanying proposal is acceptable, please return an executed copy to our office.

Respectfully,
Thiele Geotech, Inc.

A handwritten signature in blue ink, appearing to read 'Carlos M. Sevilla', is written over the typed name.

Carlos M. Sevilla, P.E.

Enclosures

**Geotechnical Exploration Proposal
Sand Hill Trail Bridge Replacement
August 29, 2017**

Thiele Geotech, Inc. is pleased to submit our proposal for geotechnical exploration related to the Sand Hill Trail Bridge replacement in Story County, Iowa. The following sections detail our understanding of the project, our proposed scope of services, and the cost of the study. The contract terms are attached in Exhibit A. This proposal will be held open for a period of 45 days from the above date.

PROJECT DESCRIPTION

Our understanding of the project is based upon the information transmitted by you on August 28, 2016 and the Situation Plan of the bridge.

The project consists of performing a cursory evaluation of soil conditions at the bridge location. The existing bridge consists of a 39 feet span steel stringer and timber bridge with two intermediate piers located approximately 1-1/2 miles southeast of the intersection between I-35 and Route 30.

Based on our previous experience in the area, the soils on the site are expected to consist of Wisconsin age till deposits overlying older till deposits. The till will probably consist of dense sands or clayey sands of firm consistency that could present softer characteristics near the water table. Alluvial deposits consisting of sands, silts and silty clays are expected along the creek. Groundwater may be shallow across the site.

SCOPE OF SERVICES

Our proposed geotechnical exploration will consist of test borings to obtain geotechnical information and samples of the site soils, laboratory tests to determine the relevant engineering properties of the various soil strata, and a data report showing the nature of the site soils.

In accordance with your request, we would propose a total of 2 test borings drilled from the road at the abutment locations to obtain information for pile design. It is expected that coordination with the Iowa DOT will be necessary to obtain the required ROW permit, and that traffic control will be required to temporarily close the bridge during the field work over approximately four days.

The borings will be spaced across the site and at strategic locations selected based on access restrictions. Based on boring depths of 80 feet, a total drilling footage of 160 lineal feet is proposed. Your authorization will be obtained if the borings need to extend deeper for soil conditions showing inadequate pile embedment. The borings will be sampled at intervals of 5 feet or less and a descriptive log of the test borings. The boring logs will be prepared following Iowa DOT guidelines.

Based on the results of the test borings, a basic laboratory testing program will be established to evaluate the engineering properties of the various soil strata. Laboratory testing may include moisture content and index property tests for classification.

Our data report will present the general soil and ground water conditions underlying the site, and present the relevant engineering properties of the existing soils and provide pile type and resistance level (SRL) recommendations following the Iowa DOT Bridge Design Manual.

The proposed scope of services does not include an evaluation of potential contamination on or near the site. If the environmental condition of the property is a concern, an environmental site assessment can be provided as an additional service.

ESTIMATED COST & SCHEDULE

Based on the indicated work scope, we propose a lump sum fee of \$5,700 for the geotechnical exploration. If additional work is authorized by the client due to unforeseen subsurface conditions or due to advancing to final design, additional drilling, testing, and/or engineering could be provided at our normal fee schedule rates or for an agreed lump sum fee.

Approximately 3 to 4 weeks from your notice to proceed will be required to complete the study. The schedule is somewhat dependent on weather, site access conditions, and other factors including the actual subsurface conditions identified in the test borings. If this proposed schedule does not meet your project requirements, we would be happy to discuss alternate schedules.

ADDITIONAL SERVICES

Subsequent to completion of the geotechnical exploration report, additional services are often required that are not included in the above estimate. These include consultation with the design team and review of the final plans and specifications. In addition, construction phase quality control testing is an additional service not included in the above estimate. An environmental assessment, if required, can also be performed as an additional service. If we are requested to provide additional services including, but not limited to the above, you will be billed in accordance with our normal fee schedule. We would be happy to provide cost estimates for any additional services at your request.

EXHIBITS

- Exhibit A – Cost Estimate
- Exhibit B - General Conditions

THIELE GEOTECH, INC.

By: Robert K. Lapke

Robert K. Lapke

10052 Justin Drive, Suite F

Urbandale, Iowa 50322

515/986-3013 Fax 515/986-3083

CLIENT: _____

By: [Signature] Date: _____

Name: _____

Address: _____

City, State: _____

Phone: _____ Fax: _____

Geotechnical Cost Estimate Worksheet

SAND HILL TRAIL BRIDGE REPLACEMENT
Story County, Iowa

8/29/2017

Description	Estimated Quantity	Unit Rate	Estimated Cost
Drilling			
Mileage (/mile) (rig mob, 80miles RT from DSM)	170.0	3.10	527.00
Staff Engineer (/hr.) utility clearance, ROW coordination	4.0	90.00	360.00
Pavement Core (includes patch) (ea.)	2.0	66.00	132.00
Exploratory Drilling (flight augers) (/ft.)	160.0	11.50	1,840.00
Traffic Control (per location-day)	4.0	75.00	300.00
Laboratory Analysis			
Atterberg Limits (/set)	2.0	80.00	160.00
Sieve Analysis (ea.)	2.0	75.00	150.00
Moisture Content (ea.)	16.0	7.00	112.00
Data Report, Logs and SRLs			
Senior Engineer (/hr.)	2.0	170.00	340.00
Project Engineer (/hr.)	16.0	110.00	1,760.00
		Total	<u>5,681.00</u>

Notes:

1) 4 work days estimated required to complete the field work.

GENERAL CONDITIONS

- 1. SCOPE OF WORK:** Thiele Geotech, Inc. (including its officers, directors, employees and subconsultants, hereafter referred to as TG) shall perform the services described in the contract and shall invoice the client for those services at the Fee Schedule rates. Any cost estimates stated in this contract shall not be considered as firm figures unless specifically stated in this contract. If unexpected site conditions are discovered, the scope of services may change. TG will provide additional services at the contract Fee Schedule rates.
- 2. ACCESS TO SITES, PERMITS, AND APPROVALS:** The client shall furnish TG with right-of-access to the site in order to conduct the planned exploration. Unless otherwise agreed, the client will also secure all necessary permits, approvals, licenses, and consents necessary to the performance of the services hereunder. While TG will take reasonable precautions to minimize damage to the property, it is understood by the client that, in the normal course of work, some damage may occur, the restoration of which is not part of this agreement.
- 3. UTILITIES:** In the performance of its work, TG will take reasonable precautions to avoid damage or injury to subsurface utilities or structures. This includes requesting locates of utility owned lines and services. The client agrees to hold TG harmless and indemnify TG for any claims, payments, or other liability, including attorney fees, incurred by TG for damage to any privately owned subsurface utilities or structures which are not correctly identified to TG.
- 4. UNANTICIPATED HAZARDOUS MATERIALS:** It shall be the duty of the client to advise TG of any known or suspected hazardous substances which are or may be related to the services provided; such hazardous substances including but not limited to products, materials, or wastes which may exist on or near any premises upon which work is to be performed by TG. If TG observes or suspects the existence of hazardous materials during the course of providing services, TG may, at its option, suspend further work on the project and notify client of the conditions. Services will be resumed only after a renegotiation of scope of services and fees. In the event that such renegotiation cannot occur to the satisfaction of TG, TG may, at its option, terminate this contract. It is understood and agreed that TG does not create, generate, or at any time take possession or ownership of hazardous materials as a result of its exploration services.
- 5. REPORTS AND INVOICES:** TG will furnish up to 3 copies of reports to the client. Additional copies will be provided at the expense of the client. TG may submit invoices to the client monthly and upon completion of services. Payment is due upon presentation of invoices and past due 30 days from the invoice date. Client agrees to pay a finance charge on past due invoices of 1.25 percent per month, but not exceeding the maximum rate allowed by law.
- 6. OWNERSHIP OF DOCUMENTS:** All reports, boring logs, data, notes, calculations, estimates, and other documents prepared by TG as instruments of service shall remain the property of TG.
- 7. SAMPLE DISPOSAL:** Unless otherwise agreed, test specimens or samples will be disposed immediately upon completion of the test.
- 8. CONFIDENTIALITY:** TG will hold confidential all business or technical information obtained from the client or generated in the performance of services hereunder and identified in writing by the client as confidential. TG will not disclose such information without the client's consent except to the extent required for: 1) performance of services under this contract; 2) compliance with professional standards of conduct for preservation of public safety, health, and welfare; 3) compliance with any court order or other governmental directive; and/or 4) protection of TG against claims or liabilities arising from performance of services under this contract. TG's obligations hereunder shall not apply to information in the public domain or lawfully acquired on a non-confidential basis from others. TG's technical and pricing information are to be considered confidential and proprietary, and shall not be released or otherwise made available to any third party without the express written consent of TG.
- 9. STANDARD OF CARE:** Services performed by TG under this contract will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing

under similar conditions. No other warranty, express or implied, is made or intended by the proposal for services or by furnishing oral or written reports of the findings made. The client recognizes that TG does not owe any fiduciary responsibility to the client. The client further recognizes that subsurface conditions may vary from those encountered at the location where borings, surveys, tests, or explorations are made by TG, and that the data, interpretations, and recommendations of TG are based solely upon the data available to TG. TG will be responsible for those data, interpretations, and recommendations, but shall not be responsible for the interpretation by others of the information developed.

10. LIMITATION OF LIABILITY: In recognition of the relative risks, rewards, and benefits to both the client and to TG, the risks have been allocated such that the client agrees to limit TG's liability to the client and all other parties claiming to have relied on TG's work provided through the client to \$50,000 or TG's total fee for services rendered on this project, whichever is greater. This limitation of liability is a business understanding between the parties voluntarily and knowingly entered into, and shall apply to all theories of recovery including, but not limited to, breach of contract, warranty, tort (including negligence), strict or statutory liability, or any other cause of action except for willful misconduct or gross negligence.

11. CONSEQUENTIAL DAMAGES: Neither party, including their respective contractors or subconsultants, shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages. This mutual waiver of consequential damages shall include, but is not limited to: loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty.

12. CLAIMS: Client agrees that any claim for damages filed against TG by Client or any contractor or subcontractor hired directly or indirectly by Client will be filed solely against TG or its successors or assigns, and that no individual person shall be made personally liable for damages, in whole or in part. All claims by Client shall be deemed relinquished unless filed within one year after substantial completion of TG's services under this agreement.

13. TERMINATION: This contract may be terminated by either party upon 7 days prior written notice. In the event of termination, TG shall be compensated by client for all services performed up to and including the termination date and for the completion of such services and records as are necessary to place TG's files in order and/or protect its professional reputation. If either party terminates this contract, these General Conditions shall survive termination and shall remain enforceable between the parties.

14. DISPUTE RESOLUTION: In an effort to resolve any conflicts that arise during or following this project, the client and TG agree that all disputes between them arising out of or related to this agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The client and TG also agree to include a similar mediation provision in all agreements with independent contractors and consultants thereby providing for mediation as the primary method for dispute resolution for all parties on the project.

15. PRECEDENCE: These standards, terms, and conditions shall take precedence over any inconsistent or contradictory language contained in any proposal, contract, purchase order, requisition, notice to proceed, or like document regarding TG's services.

16. ASSIGNMENT: Neither party under this contract may transfer or assign any rights under or interests in this contract without the prior written consent of the other party.

17. PROVISIONS SEVERABLE: In the event that any of the provisions of these General Conditions should be found to be unenforceable, it shall be stricken and the remaining provisions shall be enforceable.

Closure No. 18-08

Date 9/6/2017

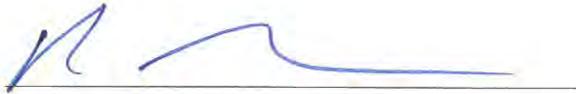
Resolution

BE IT RESOLVED

by the Board of Supervisors of Story County, Iowa, to approve the road closure(s) for the purpose of Regrading _____ in Indian Creek Twp. Section 17 on 305th St. from 635th Ave. to 640th Ave.

Motion by: Chitty Seconded by: Olson

Olson	<input checked="" type="checkbox"/> Aye	Sanders	<input checked="" type="checkbox"/> Aye	Chitty	<input checked="" type="checkbox"/> Aye
	<input type="checkbox"/> Nay		<input type="checkbox"/> Nay		<input type="checkbox"/> Nay
	<input type="checkbox"/> Absent		<input type="checkbox"/> Absent		<input type="checkbox"/> Absent



Story County Board of Supervisors

Closure No. 18-09

Date 9/1/2017

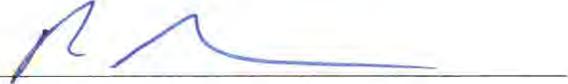
Resolution

BE IT RESOLVED

by the Board of Supervisors of Story County, Iowa, to approve the road closure(s) for the purpose of Culvert Replacement in Milford Twp., Sec. 22 on 590th Ave. Between 190th St. and 200th St.

Motion by: Chitty Seconded by: Olson

Olson	<input checked="" type="checkbox"/>	Aye	Sanders	<input checked="" type="checkbox"/>	Aye	Chitty	<input checked="" type="checkbox"/>	Aye
	<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay
	<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent



Story County Board of Supervisors

STORY COUNTY UTILITY PERMIT

Date 8/31/17

To the Board of Supervisors, Story County, Iowa:

The Interstate Power & Light Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at 1284 XE Place, Ames, IA 50014, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of electricity on secondary route 663rd Ave, from 33707 663rd Ave to _____, a distance of 0 miles

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

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:
Installing new 4/0 underground triplex electric service to new house at this address.
We will install 2" continuous schedule 40 conduit under 663rd Ave.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Date 8/29/17

Interstate Power & Light Company

Name of Company (Applicant - Permittee)


by Travis Peterson

612-916-4403
Phone no.

Recommended for Approval:

Date 8-31-17


County Engineer

515-382-7355
Phone no.

Approved:

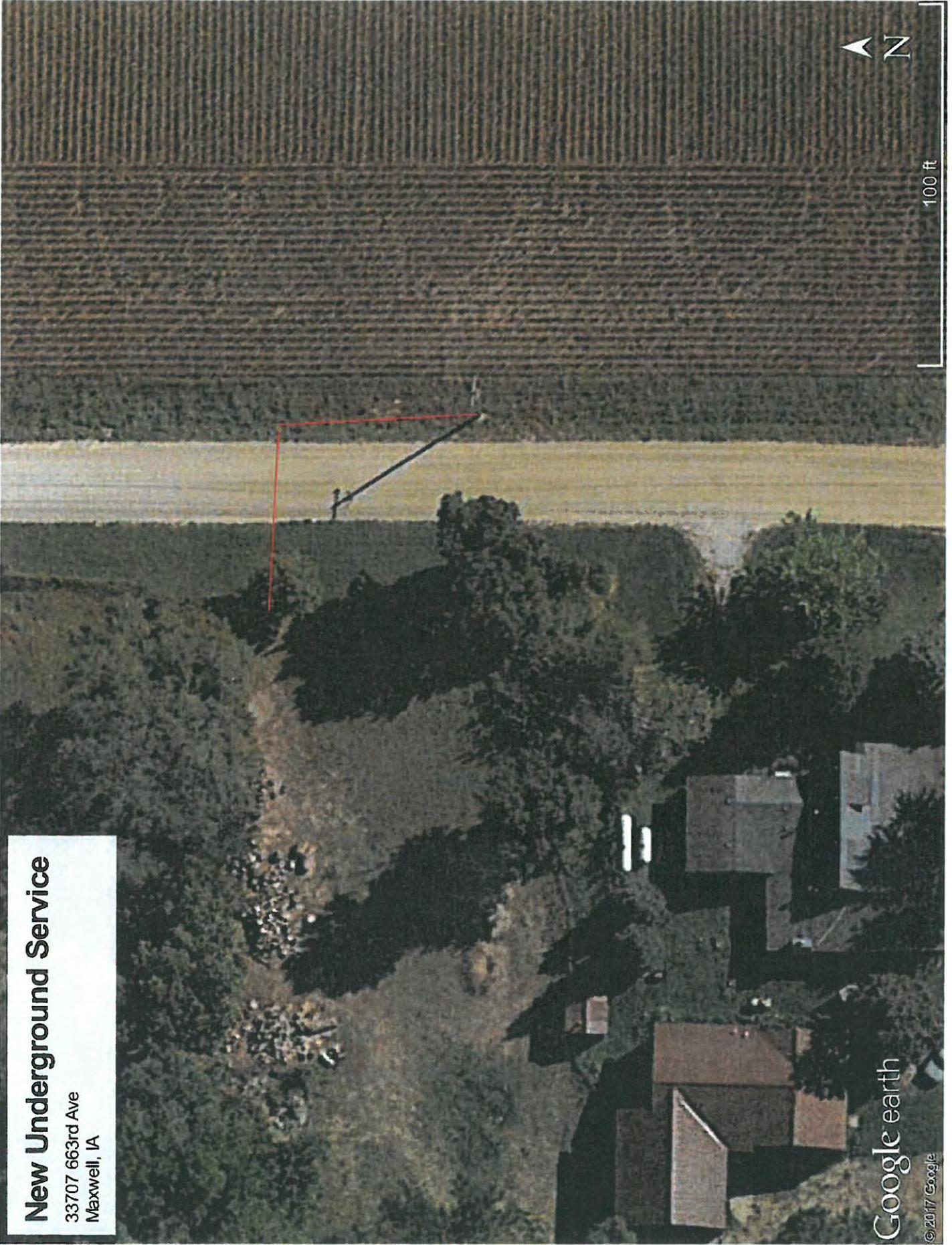
Date 9-12-17


Chair, Board of Supervisors
Story County, Iowa

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

New Underground Service

33707 663rd Ave
Maxwell, IA



Google earth

©2017 Google

RESOLUTION 18-29

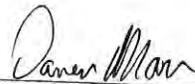
BRIDGE CLOSURE

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

WHEREAS: the County Engineer has completed (or has caused to be completed) the Structure Inventory and Appraisal of certain county bridges, in accordance with the National Bridge Inspection Standards and has determined (or it has been determined) that the bridge on W 190th St. over Squaw Creek in Sec. 20 of Franklin Twp. is nearing the end of its useful life and is in need of repairs or complete replacement, and

WHEREAS: the Board of Supervisors has discussed all options for the bridge and has determined that closure is the preferred option, and

NOW, THEREFORE, BE IT RESOLVED by the Story County Board of Supervisors that the bridge on W 190th St. over Squaw Creek in Sec. 20 of Franklin Twp. be closed and that the official closure date coincide with the opening date of the bridge that is currently under construction on W. 190th directly to the east of Squaw Creek.

Recommended By: 
Darren Moon, P.E.
County Engineer

Adopted this 12th day of September, 2017.

Moved by: Chitty

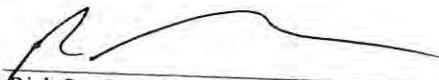
Seconded by: Olson

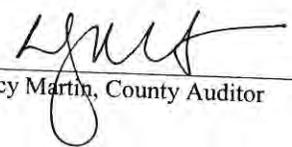
Voting aye: Chitty, Olson, Sanders

Voting nay: None

Absent: None

Not voting: None


Rick Sanders, Chair
Board of Supervisors

ATTEST: 
Lucy Martin, County Auditor