

The Board of Supervisors met on 1/08/19 at 10:00 a.m. in the Story County Administration Building, Assessors Conference Room. Members present: Lauris Olson, Linda Murken, and Rick Sanders, with Olson presiding. (all audio of meetings available at storycountyia.gov)

MINUTES: 1/2/19 Minutes – The Board made clerical changes to Board and Commission list. Sanders clarified these changes will be in the 1/2/19 Minutes. Murken moved, Sanders seconded the approval of Minutes with noted changes. Motion carried unanimously (MCU) on a roll call vote.

PERSONNEL ACTIONS: 1) promotion, effective 1/6/19, in Sheriff's Office for Dillon Combs @ \$2,815.00/bw; Nicholas Lennie @ \$3,396.40/bw; 2) re-evaluation of position, effective 1/2/19, in Attorney's Office for Kollan Kolthoff @ \$12.00/hr; effective 1/24/19 for Spencer Willems @ \$12.00/hr. Sanders moved, Murken seconded the approval of Personnel Actions as presented. Roll call vote. (MCU)

CLAIMS: 1/10/19 Claims of \$ 443,331.60 (run date 01/03/19, 21 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from Central Iowa Drug Task Force (\$1,230.00), Holding-Seized Funds (\$1,230.00), BooST School Ready Services (\$21,790.21), BooST Early Childhood (\$6,153.11), Emergency Management (\$1,421.68), E911 surcharge (\$7,037.01), County Assessor (\$6,877.20), Ames City Assessor (\$30,677.79). Murken moved, Sanders seconded the approval of Claims as presented. Roll call vote. (MCU) Olson asked to remove item #8 and Sanders asked to remove #1 for individual consideration. Sanders moved, Murken seconded approval of Consent Agenda with noted changes.

2. Tyler 10 Property Tax Management annual subscription fees, effective 1/1/19-12/31/19, for \$35,148.00
 3. Amendment 4 to Agreement between Shive-Hattery, Inc. and Story County, Iowa, for Tedesco Environmental Learning Corridor (TELC) – Bid Package 2, for \$23,000.00
 4. Purchase of two pick-up trucks from Ames Ford Lincoln for \$43,443.36
 5. Supplemental Agreement with Snyder & Associates, Inc. pertaining to the Heart of Iowa Nature Trail (HOINT) paving project from Slater to Huxley, not to exceed \$9,100.00
 6. Planning and Development Quarterly Report
 7. Agreement with Avec Design Inc. for design of a sustainable energy cabin at Dakins Lake for \$25,600.00
- Roll call vote. (MCU)

1. Setting a Special Meeting on 1/22/19 at 6:00 pm at Gates Memorial Hall to discuss annual Construction Evaluation Resolution (Master Matrix) and related topics [counties that annually adopt a construction evaluation resolution can use the master matrix, a scoring system used to evaluate the siting of permitted confinement feeding operations] – Sanders stated the annual resolution allowing use of the master matrix is typically passed as a consent agenda item; he would like more information about the related topics. Olson stated the Construction Evaluation Resolution was considered as a separate item two years ago. Murken stated 23 to 25 counties in Iowa have passed resolutions calling for a moratorium of confinement operations; she will be bring such a resolution to the Board. Discussion took place concerning the proposed offsite location, security, and opportunity and process for public input from all points of view. Murken moved approval of setting a special meeting on 1/22/19 at 6:00 pm located at Gates Memorial Hall to discuss annual Construction Evaluation Resolution (Master Matrix) and related topics, Sanders seconded for purpose of discussion. Sanders stated legal and public safety concerns. Olson spoke about public outreach and safety options. Leanne Harter, County Outreach and Special Project Manager, stated there is a conflicting meeting at 5:00 pm on 1/22/19 for the Conference Mini-Board of the Ames City Assessor; Olson is on the Board. Discussion took place about changing the time of the proposed special meeting. Murken moved to amend her motion to a meeting time of 7:00 pm, seconded by Sanders. Sanders asked if legal counsel needed to give an opinion on the resolutions. Ethan Anderson, Story County Civil Attorney, stated he would like to review both resolutions and provide legal opinion. Todd Lundvall, Risk Manager, asked about a risk calculation based on number of people attending the special meeting. Discussion took place. Roll call vote. (MCU)
8. Appointment to StoryComm Board of Directors, indefinite term (per 28E Agreement) – Rick Sanders. Olson asked about the indefinite term. Sanders stated the term is for one year; the Board will make an annual appointment. Murken moved to make the appointment a one-year term, Sanders seconded. Ethan Anderson, Story County Civil Attorney, stated numerous edits were made to the 28E agreement by various attorneys; in the absence of a stated term, make it annual. Discussion took place. Roll call vote. (MCU)

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

CLOSED SESSION PURSUANT TO CODE OF IOWA §21.5(1)(c) – Ethan Anderson, Assistant Story County Attorney, reported on the relevant *Code* provisions to convene a closed session. Sanders moved, Murken seconded to adjourn for closed session at 10:48 a.m. Roll call vote. (MCU)

Olson reconvened the Board in open session at 11:56 a.m. Sanders no longer present. Murken moved, Olson seconded to adjourn at 11:57 a.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Tentative Agenda - Limited
Assessor's Conference Room
1/8/19

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. 1/2/19 Minutes

Department Submitting Auditor

5. CONSIDERATION OF PERSONNEL ACTIONS:

- I. Action Forms

1)promotion, effective 1/6/19, in Sheriff's Office for Dillon Combs @ \$2,815.00/bw; Nicholas Lennie @ \$3,396.40/bw; 2)re-evaluation of position, effective 1/2/19, in Attorney's Office for Kollan Koltthoff @ \$12.00/hr; effective 1/24/19 for Spencer Willems @ \$12.00/hr

Department Submitting HR

6. CONSIDERATION OF CLAIMS:

- I. 1/10/19 Claims

Department Submitting Auditor

Documents:

CLAIMS 011019.PDF

7. 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 Setting A Special Meeting On January 22, 2019 At 6 PM Located At Gates Memorial Hall To Discuss Construction Evaluation Review (Master Matrix) And Related Topics

Department Submitting Board of Supervisors

- II. Consideration For Annual Subscription Fees Tyler 10 Property Tax Management 1/1/19-12/31/19 For \$35,148.00

Department Submitting Information Technology

Documents:

TYLER ANNUAL SUBSCRIPTION.PDF

- III. Consideration Of Amendment 4 To Agreement Between Shive-Hattery, Inc. And Story County, Iowa For Tedesco Environmental Learning Corridor – Bid Package 2, For \$23,000

Department Submitting Conservation

Documents:

URGE MEMO AMENDMENT 4 TO AGREEMENT WITH SHIVE HATTERY INC..PDF
TELC AMENDMENT 4.PDF

- IV. Consideration Of Purchase Of Two Pick Up Trucks From Ames Ford Lincoln For \$43,443.36 As Budgeted

Department Submitting Engineer

Documents:

AMES FORD LINCOLN.PDF

- V. Consideration Of Supplemental Agreement With Snyder & Associates, Inc. Pertaining To The Heart Of Iowa Nature Paving Project From Slater To Huxley Not To Exceed \$9,100

Department Submitting Conservation

Documents:

URGE MEMO SNYDER AND ASSOCIATES SUPPLEMENTAL AGREEMENT.PDF
SUPPLEMENTAL AGREEMENT SNYDER.PDF

- VI. Consideration Of Planning And Development Quarterly Report

Department Submitting Auditor

Documents:

FOURTHQUARTERPRESENTATION 2018.PDF

- VII. Consideration Of Agreement With Avec Design Inc. For Design Of Sustainable Energy Cabin At Dakins Lake For \$25,600

Department Submitting Conservation

Documents:

URGE MEMO AVEC DESIGN CONTRACT FOR DAKINS LAKE CABIN.PDF

AVEC DESIGN AGREEMENT DAKINS LAKE.PDF

VIII. Consideration Of Appointment To StoryComm Board Of Directors Term Ending Indefinite
(Per 28E Agreement) - Rick Sanders

Department Submitting Board of Supervisors

Documents:

STORYCOMM28E.PDF

8. 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.

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

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

Department Submitting Attorney

11. ADJOURNMENT:

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

Story County Board of Supervisors
Meeting
1/08/19

NAME

ADDRESS

Robbie Sequera

805 North 9th St / (Ames Tribune)

Derrick Black

67576 180th St Newry

Todd Lundvall

BOS

Dustin Ingram

304 Main St. Ames, IA 50010

Stu P. Anderson

SCA 0

John Leece

Ames

7
Consideration Of Setting A Special Meeting On January 22, 2019 at 6 PM Located At Gates Memorial Hall
To Discuss Construction Evaluation Review (Master Matrix) And Related Topics

APPROVED **DENIED**

Board Member Initials: AB

Meeting Date: 1-8-19

Follow-up action: _____



Remittance:
 Tyler Technologies, Inc.
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
025-244049	12/01/2018	1 of 1

Empowering people who serve the public®

Questions:
 Tyler Technologies - Local Government
 Phone: 1-800-772-2260 Press 2, then 2
 Email: ar@tylertech.com



Bill To: Story County
 Attn: Director Information Technology
 900 6th Street
 Nevada, IA 50201

Ship To: Story County
 Attn: Director Information Technology
 900 6th Street
 Nevada, IA 50201

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
44700	79217	2012-0018 Amendment	USD	NET30	12/31/2018

Description	Extended Price
Annual Subscription Fees: 01/01/2019-12/31/2019	35,148.00

Milestone Details

Description:	Contract Amount:	Percent Invoiced:	Amount Invoiced:
Subscription Fees - Version 10 Property Tax Management	175,740.00	20%	35,148.00

82% - IT
 18% - County Assessor

APPROVED
 Board Member Initials: LO
 Meeting Date: 1-8-19
 Follow-up action: _____

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	35,148.00
Sales Tax	0.00
Invoice Total	35,148.00



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

Memorandum

To: Story County Board of Supervisors

From: Michael D. Cox, Director *u*

Date: January 8, 2019

Re: Consideration of Amendment 4 to Agreement between Shive-Hattery, Inc. and Story County, Iowa for Tedesco Environmental Learning Corridor – Bid Package 2, for \$23,000

The attached amendment secures the services of Shive-Hattery for: 1) additional contract administration and construction observation services for Bid Package #2 which has experienced an extended construction schedule and 2) stream damage assessment and repairs.

These changes are necessary due to extension of the completion date and mitigation of streambank damage from June 2018 flooding. A portion of the costs will be reimbursed by FEMA.

The increase is within the allocated budget for this project.

The Story County Conservation Board urges your approval of the amendment.

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

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

PROJECT: Story County Conservation ISU Research Park Greenbelt Park

PROJECT LOCATION: Ames, IA

ORIGINAL AGREEMENT DATE: July 27, 2016

AMENDMENT NO.: 4

AMENDMENT DATE: December 27, 2018

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

PROJECT DESCRIPTION

The Project Description is revised as follows:

NO CHANGES

SCOPE OF SERVICES

Tasks for the Scope of Services are revised as follows:

ADD

I. Bid Package #2 CA/CO Additional Services

- A. Provide contract administration and construction observation services associated with Bid Package #2 which has experienced an extended construction schedule.
1. Provide coordination and prepare documentation for Filterpave Change Order.
 2. Assist with furniture selection for shipping container structures.
 3. Provide construction observation in spring 2019 for remaining Filterpave installation.
 4. Review spring green up of seeding and coordinate necessary reseeding.
 5. Review and prepare final pay application and retainage release applications and assist with issuing substantial completion certificates for project closeout.

II. Stream Damage Assessment and Repairs

- A. Provide services associated with stream bank damage assessment, repair plans, FEMA coordination, and construction observation.
1. Meet with Story County Conservation staff and walk stream to observe damage caused by June 14, 2018 flood event and discuss repair plans
 2. Coordinate with SCC to provide documentation for FEMA.
 3. Identify and design recommended stabilization practices.
 4. Prepare stream bank repair plans and solicit pricing from Contractor.
 5. Observe construction of stream repairs.



CLIENT RESPONSIBILITIES

Client Responsibilities are revised as follows:

NO CHANGES

SCHEDULE

The Schedule is revised as follows:

- The November 1, 2018 BP#2 construction contract completion date has been extended to February 1, 2019 and will likely need extended further to complete the remaining Filterpave.

COMPENSATION

The Compensation is revised as follows:

ADD

Amendment #4

Description	Fee Type	Fee	Estimated Expenses	Total
Bid Package #2 CA/CO Additional Services	Hourly w/Max	\$7,000	Included	\$7,000
Stream Damage Assessment and Repairs	Hourly w/Max	\$16,000	Included	\$16,000
ESTIMATED TOTAL				\$23,000

Fee Types:

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

Expenses:

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

AGREEMENT

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

Sincerely,
SHIVE-HATTERY, INC.



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

AMENDMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED

CLIENT: Story County, IA Board of Supervisors

BY:  (signature) TITLE: Chair, Board of Supervisors

PRINTED NAME: Lauris Okon DATE ACCEPTED: 1-8-19

STANDARD HOURLY FEE SCHEDULE
Effective January 1, 2018 to December 31, 2018

PROFESSIONAL STAFF:

Grade 1	\$ 86.00
Grade 2	\$103.00
Grade 3	\$116.00
Grade 4	\$130.00
Grade 5	\$142.00
Grade 6	\$155.00
Grade 7	\$168.00
Grade 8	\$185.00
Grade 9	\$202.00

TECHNICAL STAFF:

Grade 1	\$ 60.00
Grade 2	\$ 74.00
Grade 3	\$ 83.00
Grade 4	\$ 91.00
Grade 5	\$103.00
Grade 6	\$116.00
Grade 7	\$130.00

ADMIN STAFF: \$ 59.00

SURVEY STAFF:

One Person	\$122.00
Two Person	\$187.00
Scanning Surveyor	\$150.00
Surveyor with 2 scanners	\$200.00

REIMBURSABLE EXPENSES:

TRAVEL

Mileage- Car/Truck	\$0.54/ Mile
Mileage- Survey Trucks	\$0.64/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

IN-HOUSE SERVICES

Prints/Plots:

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

OUTSIDE SERVICES

Computer Services	Cost
Aerial Photogrammetry	Cost
Professional Services	Cost
Prints/Plots/Photos	Cost
Deliveries	Cost

Color Prints:

Letter Size	\$ 1.00
Legal Size	\$ 2.00

STANDARD HOURLY FEE SCHEDULE
Effective January 1, 2019 to December 31, 2019

PROFESSIONAL STAFF:

Grade 1	\$ 88.00
Grade 2	\$106.00
Grade 3	\$119.00
Grade 4	\$133.00
Grade 5	\$146.00
Grade 6	\$159.00
Grade 7	\$173.00
Grade 8	\$190.00
Grade 9	\$207.00

TECHNICAL STAFF:

Grade 1	\$ 61.00
Grade 2	\$ 76.00
Grade 3	\$ 85.00
Grade 4	\$ 93.00
Grade 5	\$106.00
Grade 6	\$119.00
Grade 7	\$133.00

ADMIN STAFF: \$ 60.00

SURVEY STAFF:

One Person	\$126.00
Two Person	\$193.00
Drone Surveyor (Video or Photogrammetry)	\$155.00
Drone Surveyor (Thermography)	\$310.00
Scanning Surveyor	\$155.00
Surveyor with Two Scanners	\$210.00

REIMBURSABLE EXPENSES:

TRAVEL

Mileage- Car/Truck	\$0.54/ Mile
Mileage- Survey Trucks	\$0.64/ Mile
Lodging, Meals	Cost
Airfare	Cost
Car Rental	Cost

IN-HOUSE SERVICES

Prints/Plots:

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

OUTSIDE SERVICES

Computer Services	Cost
Aerial Photogrammetry	Cost
Professional Services	Cost
Prints/Plots/Photos	Cost
Deliveries	Cost

Color Prints:

Letter Size	\$ 1.00
Legal Size	\$ 2.00

VIRT01DP #

CNGP530

VEHICLE ORDER CONFIRMATION

12/21/18 14:59:26

==>

Dealer: F53574

2019 F-150

Page: 1 of 1

Order No: 1111 Priority: B3 Ord FIN: QH239 Order Type: 5B Price Level: 920

Ord PEP: 100A Cust/Flt Name: STORY COUNTY PO Number:

	RETAIL	DLR INV		RETAIL	DLR INV
F1C F150 4X2 R/C	\$28455	\$27033.00	52P SYNC	\$420	\$387.00
141" WHEELBASE			53A TRAILER TOW PKG	595	548.00
PQ RACE RED			85A POWER EQUIP GRP	970	893.00
C CLOTH 40/20/40			942 DAY RUN LIGHTS	45	41.00
G MED EARTH GRAY			FLEX FUEL		
100A EQUIP GRP			SP DLR ACCT ADJ		(1209.00)
.XL SERIES			SP FLT ACCT CR		(831.00)
.17"SILVER STEEL			FUEL CHARGE		10.68
99B 3.3L V6 PFDI			B4A NET INV FLT OPT	NC	7.00
446 ELEC 6-SPD AUTO			DEST AND DELIV	1495	1495.00
.245/70R-17 A/S			TOTAL BASE AND OPTIONS	32205	28581.68
X26 3.73 REG AXLE	NC	NC	XL BASE DISCT PEG & TT	(500)	(460.00)
6170# GVWR			TOTAL	31705	28121.68
FRT LICENSE BKT	NC	NC	*THIS IS NOT AN INVOICE*		
50S CRUISE CONTROL	225	207.00			

F1=Help F2=Return to Order F3/F12=Veh Ord Menu
 F4=Submit F5=Add to Library
 S099 - PRESS F4 TO SUBMIT

QC09403

AMES Ford
LINCOLN

BILL MAGUIRE
 Sales Consultant

123 Airport Rd. Ames, IA 50010

www.amesford.com
 billm@amesford.com
 (515) 233-1913
 (800) 308-2536
 Cell (515) 450-1071



\$26,721.68 each
x 2
\$43,443.36

Recommended for approval by:

Darren Moon 12-26-18
 Darren R. Moon, P.E. Date

Approved by:

[Signature]
 Board of Supervisors Date



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

Memorandum

To: Story County Board of Supervisors

From: Michael D. Cox, Director 

Date: January 8, 2019

Re: Consideration of a supplemental agreement with Snyder and Associates, Inc. pertaining to the Heart of Iowa Nature Trail paving project from Slater to Huxley

The attached Supplemental Agreement for Additional Services with Snyder and Associates outlines the items that have changed from the original scope of their work after receiving federal CIRTPA funding for the project. Additional services will now be required due to bid letting through the Iowa DOT. These additional services will be at an hourly rate and will not exceed \$9,100.

The Story County Conservation Board urges your approval of this agreement utilizing funds from the Energy Transfer Fund.

SUPPLEMENTAL AGREEMENT FOR ADDITIONAL SERVICES

To: **Snyder & Associates, Inc.**
 2727 SW Snyder Boulevard
 Ankeny, Iowa 50023

Attn: Andy Burke
 Phone: 515.964.2020
 Fax: 515.964.7938

This is authorization for Snyder & Associates, Inc. to proceed with the following described additional services.

Client: Story County Conservation	
Project Name: Heart of Iowa Nature Trail - Slater to Huxley	
S&A Project Number: 118.0384	Original Agreement Date: Undated (~03/26/18)

DESCRIPTION OF ADDITIONAL SERVICES:

Additional design and plan preparation efforts are required to modify the project development from a local letting to an Iowa DOT letting. Refer to Exhibit A for further detail.

- Lump Sum in the amount of: \$
- Hourly in accordance with the original agreement fee schedule, or attached, with not to exceed budget of: \$ 9,100.00
- Document attached: Exhibit A

The undersigned, on behalf of the Client, understands and agrees that the services described in this Supplemental are additional service, scope of which is not contained within the original scope of services defined in the original agreement. The Additional Services in this Supplemental are subject to the general conditions contained in the original Professional Services Agreement.

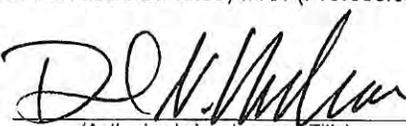
<p><u>Lauris Olson, Board of Supervisors Chair</u> (Type or Print Name above line) (Client)</p>	<p>SNYDER & ASSOCIATES, INC. (Professional)</p>
<p>By: <u></u> (Authorized signature and Title)</p>	<p>By: <u></u> (Authorized signature and Title)</p>
<p>Date: <u>1-8-19</u></p>	<p>Date: <u>12/31/2018</u></p>

EXHIBIT A – SCOPE OF SERVICES**HEART OF IOWA NATURE TRAIL – SLATER TO HUXLEY
STORY COUNTY, IOWA**

CLIENT: STORY COUNTY CONSERVATION BOARD
56461 180TH STREET
AMES, IOWA 50010
C/O PAT SHEHAN

DATE: DECEMBER 31, 2018

SCOPE OF SERVICES:**I. ADDITIONAL SERVICES**

The Heart of Iowa Nature Trail – Slater to Huxley (Project) was originally planned and scoped to follow a local letting process and schedule. Since preparation of the original agreement in March 2018 the Client has received funding that requires the project letting to go through the Iowa DOT. The additional tasks and effort are summarized below:

1. Plan sheet adjustments for a new title block for Iowa DOT letting, revisions of plan and profile sheets to fit Iowa DOT title block.
2. Revise bid items to match standard Iowa DOT bid items.
3. Prepare and submittal of Concept Statement including Environmental Data Sheet, Determination of Effect Form, and preparation of exhibits.
4. Providing submittals that meet Iowa DOT Instructional Memorandum IM 3.010 for Project Development Submittal Dates and Information. This includes the following submittals:
 - a. Preliminary Plans including preliminary plan checklist and making revisions to plans based on Iowa DOT review comments.
 - b. Check Plans including check plan checklist and marking revisions to plans based on Iowa DOT review comments.
 - c. Final Plans including final plan checklist, Project Development Certificate, and marking revisions to plans based on Iowa DOT review comments
 - d. Contract Turn-ins and preparation of the online Bid Item Application.

II. SCHEDULE

The Project is targeted for a March 19, 2019 Iowa DOT bid letting unless delays occur that are outside of the control of the PROFESSIONAL.

III. COMPENSATION

Compensation will be based upon hourly rates and fixed expenses as outlined in the PROFESSIONAL'S Standard Fee Schedule from Original Agreement. Total fees of services shall not exceed \$9,100.00 without approval of the CLIENT. If the PROFESSIONAL anticipates that actual costs will exceed estimated costs, the PROFESSIONAL shall immediately notify the CLIENT

in writing, of such proposed increase and the reasons therefore. The CLIENT shall thereupon review such proposed increase and either accept or reject it.

IV. CHANGES IN SCOPE OF SERVICES

The following items shall be considered additional services as may be requested by the CLIENT. Additional services may be performed on an hourly basis or should a specific scope of services be defined, a quotation for services may be performed.

- A. Submittal fees to any and all regulatory agencies
- B. Client requested major revisions
- C. Threatened and endangered species survey
- D. Boundary survey
- E. Easement and/or property acquisition platting or negotiation assistance
- F. Construction services
- G. As-built drawings



Board of Supervisors

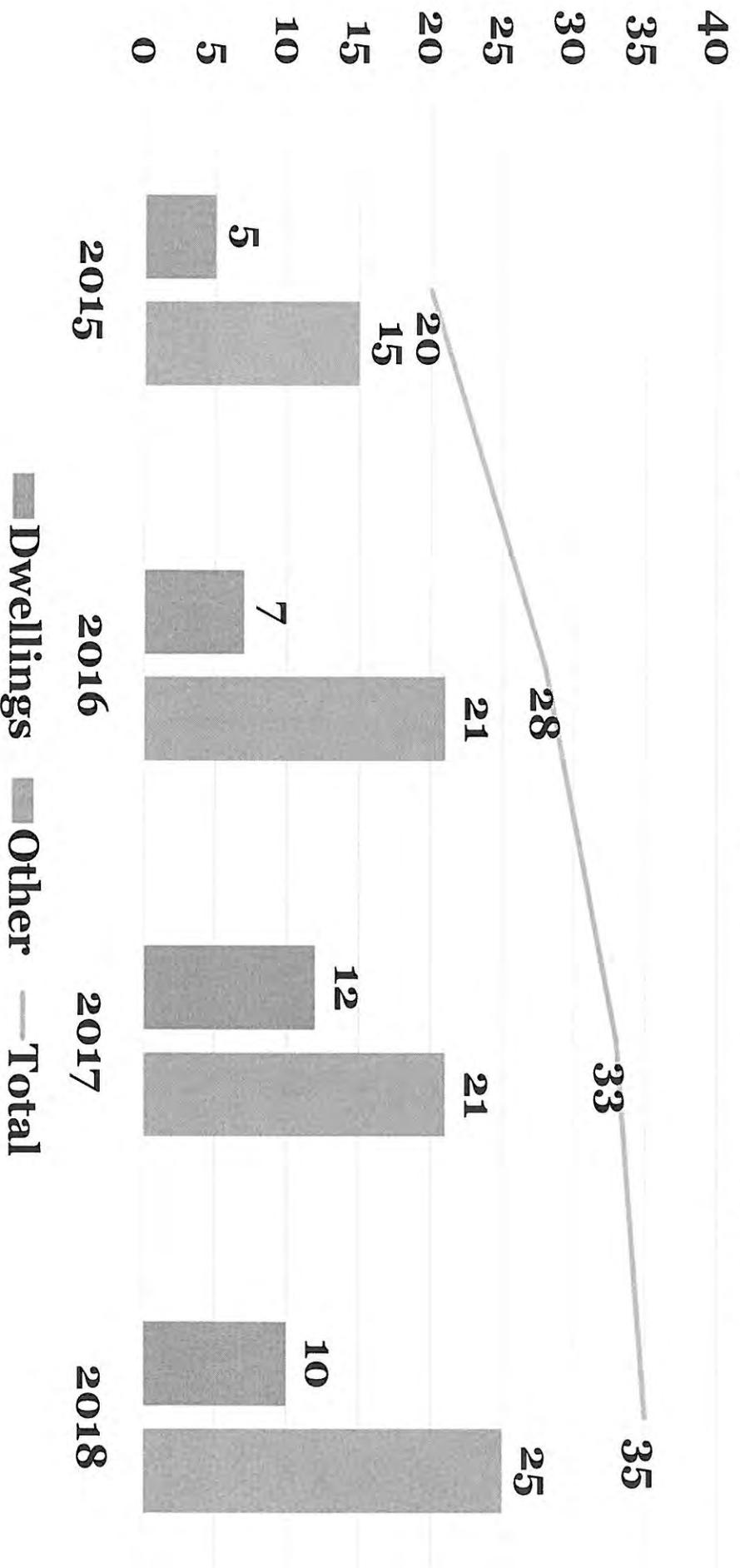
Tuesday, January 8, 2019

**Planning and Development
Department
Quarterly Report**

Fourth Quarter

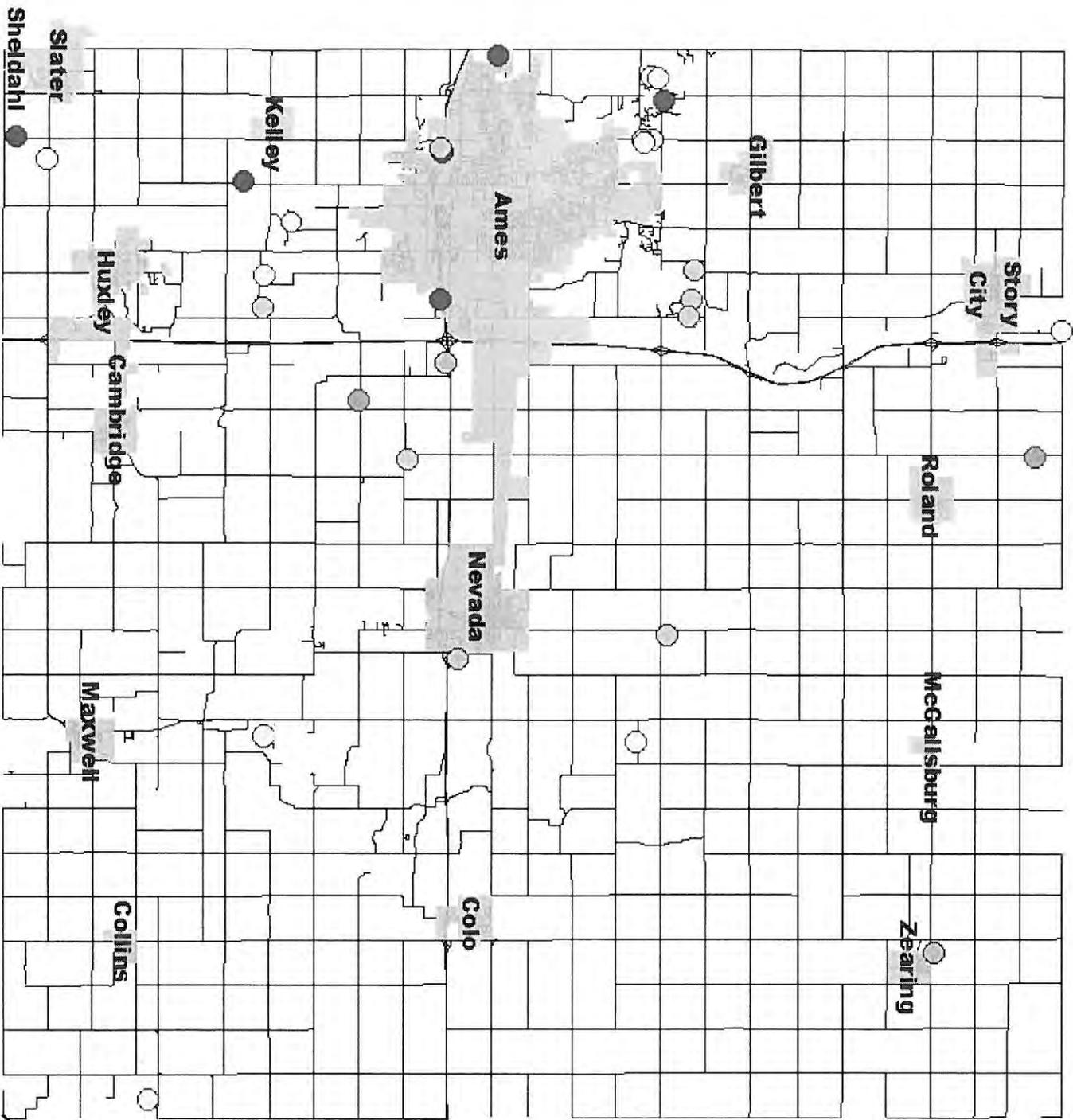
October – December 2018

Fourth Quarter Zoning Permits Compared



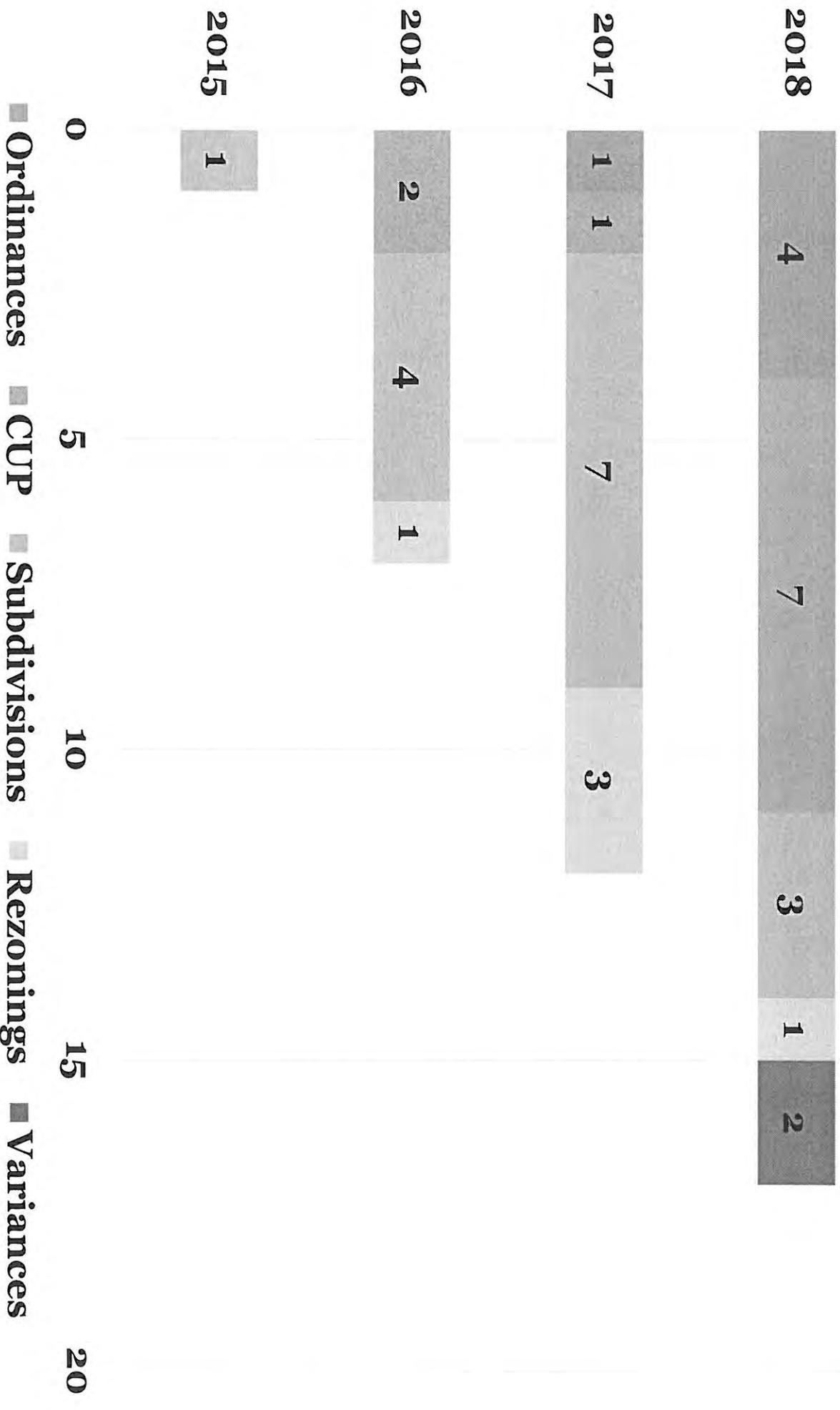
	2015	2016	2017	2018
Dwelling Valuation Compared	\$ 291,585	\$ 246,996	\$ 261,439	\$ 255,114

Map of 2018 Quarter 4 Zoning Permits



- Accessory Building
- Commercial
- Detached Garage
- Other
- Dwelling
- Dwelling Addition
- Sign

Fourth Quarter Development Cases Heard Comparison



Development Cases and Other Activities

- **Ordinance Amendments:** Access, Home Business, RV and Commercial Camp Grounds, Traffic Impact Analysis
- **Conditional Use Permits:** Pleasant Grove Church, Onken Dog Boarding, Tjelmeland Dog Breeding, InRoads Mineral Extraction, Manatts Construction and Demolition Landfill/Asphalt and Concrete Plants, Minnowa Borrow Pit
- **Insignificant CUP Modifications:** Antenna and related equipment upgrades on existing communication towers.
- **Subdivisions:** Tall Hound Timber, Theilenland, Oak Hills
- **Selected Citizen Serve Software** and requested in Planning & Development Department budget
- **Community Planning Month** in October and Planning and Development Department Open House (13 attendees)

Complaints & Court Cases

- **Crestview Mobile Home Park** – Has until mid March to remove three mobile homes, debris & recyclable materials, storage sheds & contents and vehicles.
- **Hickory Grove Mobile Home Park** – awaiting judge’s decision from written briefs filed by County Attorney’s Office and the defendant on the park’s expansion.
- **McCay property** – Board of Supervisors approved motion requesting County’s attorneys to challenge recent ruling by the court of overturning the Board of Adjustment decision to grant a CUP for YSS’s youth treatment facility.

2019 Work Program

Tier 1 High Priorities (Completion by March)

Source: C2C Plan = C2C

Other = 0

APPROVED

DENIED

Initials:

Meeting Date:

Follow-up action:

1. O-Construction/Demolition Landfill
2. C2C-Audit regulations to determine whether we have Smart Development Practices that limit disaster impacts
3. O-Stormwater Ordinance
4. C2C-Develop and implement requirements for groundwater impact analysis
5. O-Grading Permits (Stormwater Ordinance)
6. C2C-Designate Natural Resource Areas on future land use map (In Growth Townships)
7. O-Identify and determine if subdivision roads including private drives in unincorporated Story County have been dedicated to the public. Report on the history, purpose, and current signage of these roads.

2019 Work Program

Tier 1 High Priorities (Completion by August 2019)

8. O/C2C-Conduct a comprehensive review of Land Development Regulations, including rezonings, as necessary to implement C2C and future land use map and review regulations adopted prior to 1985 for obsolete, ineffective or unenforceable regulations.
9. C2C-Comprehensive review and update of LESA
10. O-US Census (2019 August – Final review of data)

APPROVED **DENIED**

Board Member Initials: 

Meeting Date: 1-8-19

Follow-up action: _____

2019 Work Program

Tier 2 Medium Priorities (Completion by September 2019)

1. C2C-Develop density based zoning program
2. C2C-Establish location guidelines for proposed subdivisions
3. C2C-Establish minimum levels of services
4. C2C-Review and consider complete streets designs as appropriate to Story County
5. C2C-Create a development review evaluation matrix to determine potential ag/non-ag conflicts

APPROVED **DENIED**

Board Member Initials: 

Meeting Date: 1-8-19

Follow-up action: _____

2019 Work Program

APPROVED

DENIED

Member Initials:

Meeting Date:

1-8-19

Follow-up action:

Tier 3 Low Priorities (Completion by end of December 2019)

1. C2C-Draft healthy homes design guidelines
2. C2C-Develop public outreach toolkit to be used with the development review process
3. C2C-Review parking standards
4. C2C-Review lighting standards
5. C2C-Designate Natural Resource Areas on future land use map (In Remaining Townships)
6. O-Explore options/regulations for reusing existing accessory structures and construction of new accessory structures
7. O-Ames Urban Fringe Plan
8. O-Explore opportunities in other areas of the County to assess and respond to needs, similar to the work completed in Fernald (Work Program 2018).



AGREEMENT

ARCHITECTURAL SERVICES

This Agreement is made this 17th day of January 2019, by and between the

OWNER
Story County Conservation
56461 180th Street
Ames, IA 50010

and

ARCHITECT
Avec Design, Inc.
131 Main Street
Ames, Iowa 50010

ARCHITECT agrees to perform certain consulting, architectural, engineering, planning or advisory "Design Services - Exhibit A" for OWNER relative to the development of OWNER's Project, more specifically described as follows:

PROJECT

Name: Dakins Lake Sustainable Cabin

Description: The project consists of planning a sustainable cabin at Dakins Lake Park and Campground, North of Zearing, IA. This cabin will house 8-12 people in two or three bedrooms plus a living area with fold-out couch(es), a kitchen and possibly 2 bathrooms. Construction will consist of slab-on-grade, wood framed construction. An outdoor fire pit/barbeque area, porch, etc. will be considered.

Total Construction Budget (including Design Fees): \$250,000

ANTICIPATED SCHEDULE

- Schematic Design: January-February 2019
- Design Development: March 2019
- Construction Documents: April 2019
- Bidding: May 2019

COMPENSATION

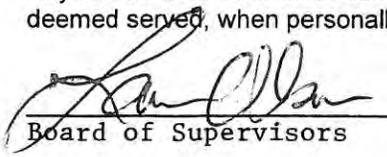
OWNER agrees to compensate ARCHITECT and architect's consultants for Schematic Design through Bidding of the Design Services based upon their hourly rate not-to-exceed \$25,600.00, plus Reimbursable Expenses. The amount paid to ARCHITECT for its services only, exclusive of Reimbursable Expenses, shall be referred to as the "Contract Sum."

- Licensed Architect - \$110/hour
- Associate Architect - \$100/hour
- Interior Designer - \$75/hour
- Intern Architect - \$70/hour
- Engineer Principal - \$140/hour
- Senior Engineer - \$130/hour
- Project Engineer - \$115/hour
- Engineer - \$100/hour
- Senior Electrical Engineer - \$140/hour
- Engineering Intern or Designer - \$90/hour
- Clerical - \$50/hour

The standard terms and conditions set forth in Exhibit B are a part of and specifically incorporated in this Agreement.

This Agreement shall be binding and inure to the benefit of the respective heirs, executors, administrators and successors of the parties hereto.

Any and all notices or other communications required by this Agreement or by law shall be in writing and shall be deemed served, when personally delivered to the party to whom it is addressed.


Board of Supervisors 1-8-19
Date

ARCHITECT

Michael Cox, Director

Jason Dietzenbach, Partner / Architect

Date

Date

DESIGN SERVICES

EXHIBIT A

SCOPE OF ARCHITECT'S BASIC SERVICES

The Architect's Basic Services consist of those described below, all others are Additional Services.

SCHEMATIC DESIGN. ARCHITECT shall consider environmentally responsible designs, such as material and systems choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the OWNER' s program, schedule and budget for the Cost of the Work. ARCHITECT shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the OWNER' s program, schedule and budget for the Cost of the Work. ARCHITECT shall review information provided by OWNER, review applicable codes and laws; explore design concepts reflect the OWNER's program, schedule, budget, and site; ARCHITECT shall assist with OWNER's selection of one concept to develop. ARCHITECT shall prepare and provide preliminary building floor and site plans along with a preliminary budget for OWNER review and approval.

DESIGN DEVELOPMENT. After approval, ARCHITECT shall work with Consultants to refine the design to a greater level of development including drawings of plans, sections, elevations, and diagrammatic layouts or narrative description of building systems such as Architectural, Structural, Mechanical, Plumbing, Electrical, and Fire Protection; begin establishing a list of major materials and systems. ARCHITECT shall also provide, or work with a selected Contractor to provide, an updated schedule and budget. ARCHITECT shall submit Design Documents for OWNER's review and approval.

CONSTRUCTION DOCUMENTS. ARCHITECT shall proceed after OWNER's approval of Design Documents and incorporate any OWNER's comments into the preparation of technical documents for construction and bidding, which include additional details and specifications. Pending project complexity, ARCHITECT may review project with governmental authorities having jurisdiction prior to final completion; if required by such jurisdictions, ARCHITECT will submit final documents for review and approval.

BIDDING. ARCHITECT shall work with Contractor(s) and subcontractors to answer questions during bidding of the Project to assist Contractor in pricing. Addenda will be issued as needed for clarity. Bidding will be compliant with Iowa Code Chapter 26.

AGREEMENT

EXHIBIT B

STANDARD TERMS AND CONDITIONS

1. **OWNER'S RESPONSIBILITIES.** OWNER agree to provide: a) full information, including the complete program, regarding the requirements for the Project; b) full information about and affecting the Site, including a certified land survey when deemed necessary by ARCHITECT; c) soil test reports when deemed necessary by ARCHITECT; d) prompt responses and approvals for submittals; and e) such further inspections and reports as required by law. OWNER agrees that ARCHITECT shall not be responsible for any legal, accounting, and insurance counseling as may be necessary for the Project. OWNER will make payments to Architect monthly upon receipt of Architect's invoice. Late payments shall bear interest at the rate of one percent (1%) per month or fraction thereof, and Architect shall be entitled to recover all costs and attorney's fees expended in securing late payment.
2. **AGREEMENT.** The terms of the Agreement, including any documents referenced in this Agreement, and Exhibit B constitute the entire agreement between ARCHITECT and OWNER. The terms in Exhibit B control over any contrary language. OWNER's signature, oral acceptance, or actions indicating acceptance of ARCHITECT's services shall constitute assent to this Agreement.
3. **REIMBURSABLE EXPENSES.** OWNER agrees to pay ARCHITECT 110% of the cost of all outside expenses incurred by ARCHITECT, or ARCHITECT's normal charges for such in-house expenses, in furtherance of ARCHITECT's services under this Agreement. Reimbursable Expenses include, without limitation, fees of subconsultants who are approved by OWNER, reproduction charges, travel expenses, mileage, sundry expenses, scanning time, models, renderings, and photographs. In the event that reimbursable expenses are anticipated to exceed 5% of the contract sum, architect shall obtain prior written approval from the Owner.
4. **TIME OF PERFORMANCE.** All time limits set forth in the Agreement are estimates only. OWNER acknowledges that the performance of design professional services is an interactive and artistic process which is not always subject to specific time limits. ARCHITECT will use its best efforts to perform its Basic Services with reasonable professional promptness and in accordance with any estimates or schedules mutually established and agreed to in the Agreement. ARCHITECT may be delayed, hindered or prevented from performing services for any reason beyond ARCHITECT's control, including but not limited to fire, storm or other natural disaster; death or illness; power or computer failure; or any act or failure to act of OWNER, manufacturers, suppliers or other third parties.
5. **ADDITIONAL SERVICES.** Additional Services shall mean any service performed by ARCHITECT not specifically enumerated as an ARCHITECT Basic Service and shall be billed at ARCHITECT's normal hourly rates for the persons performing such services. OWNER may request or it may become necessary for ARCHITECT to perform Additional Services in order to further OWNER's objectives. Whenever reasonably possible but not as a condition precedent, ARCHITECT will notify OWNER in advance of ARCHITECT's intention to perform the particular Additional Service. OWNER's failure to object within 5 business days from ARCHITECT's notification or upon receipt of an invoice for such Additional Service, whichever is earlier, shall be considered OWNER's acceptance of ARCHITECT's performance of and OWNER's payment for the Additional Service. Additional Services include by way of illustration and not limitation: any service which OWNER requests ARCHITECT to perform after final payment has been made to the contractor hired by OWNER to construct the Project ("Contractor") or more than 60 days after ARCHITECT certifies that the Project is substantially complete; any modifications or changes requested by OWNER inconsistent with OWNER's prior approval(s); any service necessitated because of an error or omission in any OWNER or third-party supplied drawing or information; preparation of alternative layouts; out-of-sequence services; attendance, preparation or testimony at public hearings; core borings; hydrographic surveys; laboratory tests and inspections of samples, materials and equipment; services relating to zoning or deed restrictions; and, services required to resolve design issues related to unanticipated site conditions.
6. **DISCLAIMER OF WARRANTIES.** Nothing contained in the Agreement shall require ARCHITECT to exercise professional skill and judgment greater than that which can be reasonably expected from other architects or designers performing similar services to those required hereunder. OWNER acknowledges that change orders on construction projects occur and in some instances result from minor errors or

omissions in the drawings, which OWNER agrees does not evidence ARCHITECT's deviation from its standard of care. ARCHITECT makes no other warranties, express or implied. This limitation shall not be modified by any certification or representation made by ARCHITECT as an accommodation upon request of OWNER. Also, ARCHITECT makes no guarantees, warranties or other representations with regard to merchandise or materials provided or rendered under this agreement, whether expressed or implied, including without limitation any implied warranty of merchantability or fitness for a particular use.

7. **CONSTRUCTION COST ESTIMATES.** Any estimates of cost for the Project, if any, represent ARCHITECT's best judgment as design professionals familiar with the construction industry. It is recognized, however, that neither ARCHITECT nor OWNER has control over the cost of labor, materials, or equipment, over the contractors' methods of determining bid prices, or over competitive bidding market, or negotiation conditions. Accordingly, ARCHITECT cannot and does not warrant or represent that proposals, bids, or the project construction cost will not vary from the Project budget proposed, established, or approved by OWNER, if any, or from any statement of probable construction cost or other fixed cost estimate or evaluation prepared by ARCHITECT.
8. **LIMIT OF SERVICES.** ARCHITECT provides no physical construction services and does not obtain construction permits. All contracts for construction, furnishing, and equipment are signed and authorized directly by OWNER, who is solely responsible for providing payment of same.
9. **WAIVER OF SUBROGATION.** To the extent covered by property insurance, OWNER and ARCHITECT waive all rights against each other and against their respective consultants, agents, and employees for damage to the property of OWNER or ARCHITECT.
10. **WAIVER OF CONTRIBUTION AND INDEMNIFICATION.** Except to the extent of any law limiting recovery because of negligence, OWNER waives any right of contribution and shall indemnify and hold harmless ARCHITECT from and against all claims, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from or in connection with any negligent act or negligent failure to act by OWNER.
11. **DEFAULT.** If OWNER breaches any term of this Agreement, makes a general assignment for the benefit of creditors, or should a receiver be appointed for OWNER, OWNER shall be in default of this Agreement. Upon OWNER's default, ARCHITECT, without limiting or waiving any other rights which ARCHITECT may have at law or equity, may: a) terminate this Agreement; b) suspend its services; and/or, c) seek dispute resolution as set forth herein. ARCHITECT shall be entitled to collect its reasonable attorneys' fees and costs, including expert and consulting fees, incurred in enforcing any term of this Agreement or seeking a remedy for any breach of this Agreement including, without limitation, participation in any settlement discussions, alternative dispute resolution processes, or litigation.
12. **INVOICING.** Payment is due upon receipt of invoice. All payments due ARCHITECT under this Agreement shall bear interest at the rate of one percent (1%) per month, commencing 30 days after billing date. Payment of all invoiced fees and expenses through the preparation of final construction documents is a precondition to ARCHITECT sealing construction documents for building permit approval.
13. **ANTICIPATED COMPENSATION BREAKDOWN:**

Schematic Design	18.75%
Design Development	20.00%
Construction Drawings	50.00%
<u>Bidding or Negotiation</u>	<u>6.25%</u>
Total Basic Compensation:	100.00%
14. **ARCHITECT'S LIABILITY INSURANCE.** ARCHITECT shall provide the following insurance for the duration of this Agreement. If OWNER requires additional coverage the OWNER shall reimburse the ARCHITECT for any additional cost.

1. General Liability Insurance
\$1,000,000/Each Occurrence Limit; \$2,000,000 General Aggregate
2. Worker Compensation

Bodily Injury By Accident	\$100,000 Each Accident
Bodily Injury By Disease	\$100,000 Each Employee
Bodily Injury By Disease	\$100,000 Policy Limit

3. Professional Liability
\$1,000,000/Each Claim; \$2,000,000 Each Policy Period Aggregate

15. CHOICE OF FORUM AND LAW. All litigation regarding any Controversy shall take place in Story County, Iowa. The laws of the State of Iowa shall govern this Agreement and all Controversies, whether in arbitration or litigation, arising hereunder.
16. SUSPENSION OF SERVICES. ARCHITECT may, upon seven days written notice, suspend its services until OWNER has paid in full all amounts due ARCHITECT under the terms and conditions of this Agreement, including all interest, attorneys' fees and costs.
17. TERMINATION OF AGREEMENT. This Agreement may be terminated by either party upon 30 days prior written notice. ARCHITECT shall be paid for all Basic and Additional Services rendered through the date of termination, including all Reimbursable Expenses, and, if terminated by OWNER, a termination fee to compensate ARCHITECT for all anticipated but difficult-to-quantify termination expenses in the amount of five (5%) percent of the Contract Sum. This termination fee is a reasonable estimate of the termination costs incurred by ARCHITECT.
18. OWNERSHIP OF DOCUMENTS. All drawings and specification prepared by ARCHITECT, including digital versions of such documents, shall remain the property of ARCHITECT whether the Project is completed and retains all ownership and copyrights on such documents. OWNER shall not use drawings and specification on other Projects or as a modification to this Project, except by express written agreement by ARCHITECT. All documents prepared or provided by ARCHITECT are instruments of ARCHITECT's service. Any digital media delivered to OWNER is for its convenience only and shall not be considered a deliverable document hereunder. OWNER shall not reuse any such document without written authorization by ARCHITECT and payment to ARCHITECT of a mutually agreed fee. OWNER agrees to indemnify, and defend ARCHITECT from any claims and legal fees incurred and agrees to release ARCHITECT from all claims OWNER may have should OWNER reuse such documents without ARCHITECT's prior written authorization.
19. LIMITATION OF LIABILITY. OWNER agrees to limit the liability of ARCHITECT, its agents and employees for all claims arising out of, in or under this Agreement, to an amount equal to the fees collected by ARCHITECT under this Agreement. OWNER also agrees that any claim made arising out of any act or omission of any director, officer or employee of ARCHITECT shall be made against ARCHITECT and not against such director, officer or employee of ARCHITECT.
20. ADVERTISING. OWNER acknowledges that ARCHITECT will photograph the Project and submit the Project for publishing. OWNER's name and address shall only be used with OWNER's written consent.
21. ENTIRE UNDERSTANDING. This Agreement represents the entire understanding of the parties hereto and supersedes all prior negotiations, representations or agreements.

NOTICE OF APPOINTMENT

PERSON APPOINTED: Rick Sanders

BOARD COMMISSION OR COMMITTEE APPOINTED TO:

StoryComm Board of Directors

LENGTH OF TERM: indefinite 1 year

(IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? No

IF SO, WHOSE TERM? _____

WHO NEEDS TO BE NOTIFIED? _____

DATE APPOINTED: 1/08/19

DATE TERM EXPIRES: 12/31/19

~~APPROVED~~ DENIED

Board Member Initials: RS

Meeting Date: 1-8-19

Follow-up action: _____

