

The Board of Supervisors met on 10/22/24 at 10:00 a.m. in the Story County Administration Building. Lisa Heddens, Linda Murken, and Latifah Faisal, with Heddens presiding. (all audio of meetings available at storycountyiowa.gov; any resolution is effective upon signature and can be inspected M-F, 8-4:30, at 900 6th Street, Nevada, Iowa)

ADOPTION OF AGENDA: Murken moved, Faisal seconded adopting the agenda as presented. Motion carried unanimously (MCU) on a roll call vote.

AMES REGIONAL ECONOMIC ALLIANCE ANNUAL AMERICAN RESCUE PLAN ACT (ARPA) REPORT: Elizabeth Berg, Retraining Program, reported on numbers served, transportation statistics, scholarships, success stories, and new offerings.

AMES REGIONAL ECONOMIC ALLIANCE WORKFORCE, RETRAINING, AND OUTREACH QUARTERLY REPORT: Shannon Thiele, Director of Workforce Development, reported on programs, events, staffing, and outreach. Greg Pklapp, Director of Economic Development Outreach and Government Relations, reported on outreach efforts in the smaller rural communities.

MINUTES: 10/15/24 Minutes – Faisal moved, Murken seconded approving the 10/15/24 Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) new hire, effective 11/4/24, in a) Attorney's Office for Elijah Hansen @ \$3,594.39/bw; 2) promotion, effective 11/3/24, in a) Facilities Management for Matthew Miller @ \$2,739.45/bw. Murken moved, Faisal seconded the approval of Personnel Actions as listed. Roll call vote. (MCU)

CLAIMS: 10/24/24 Claims for \$914,682.46 (run date 10/18/24), 34 pages, on file in the Auditor's Office and authorize the Auditor to issue checks in payments of these claims and payment requests from CIDTF (\$441.00), Emergency Management (\$456.21), E911 (\$118,514.56), County Assessor (\$2,290.51), City Assessor (\$7,411.07), Central Iowa Community Services (\$708,386.89). Faisal moved, Murken seconded approving claims as listed. Roll call vote. (MCU) Murken moved, Faisal seconded approving Consent Agenda.

1. Test Licensing Agreement between Ergometrics and Story County for job applicant testing, effective 10/22/24, not to exceed \$750.00
2. Final Design Plans for HMA Resurfacing on E15 (115th Street), from 0.1 miles west of 570th Avenue, thence east 3.1 miles to 600th Avenue in Sections 8, 9, and 10 of Howard Township (STP-S-C085(184)--5E-85)
3. Fees between Story County and IP Pathways for VMware Support and Licensing, effective 9/23/24-9/22/25, for \$12,224.52
4. Contract between Story County and Edge Companies for County Attorney Office Remodel, effective 10/22/24-3/11/25, for \$770,400.00
5. Final Design Plans for HMA Resurfacing on E41 (Lincoln Highway) from Nevada city limits thence east 2.7 miles
6. Resolution #25-31, Setting a Date and Time for Public Hearing for 10 a.m. on 10/29/24 to consider Resolution #25-32, Amending the Urban Renewal Plan
7. Resolution #25-30, Setting a Date and Time for Public Hearing for 10 a.m. on 10/29/24 to consider Ordinance No. 321, Amending Chapter 32 of the Story County Code of Ordinances

Roll call vote. (MCU)

FIRST CONSIDERATION OF ORDINANCE NO. 320, AMENDING CHAPTER 8 – URBAN RENEWAL OF THE STORY COUNTY CODE OF ORDINANCES: Leanne Harter, Planning and Development Director, reported the purpose of the ordinance is to amend the Story County Urban Renewal Area. She detailed the changes and the process. No public feedback was received. She recommended approval and setting Second Considerations for 10/29/24. Heddens opened the public hearing at 10:19 a.m., and, hearing none, she closed the public hearing at 10:19 a.m. Faisal moved, Murken seconded approving the First Consideration of Ordinance No. 320, Amending Chapter 8, Urban Renewal of the Story County Code of Ordinances and Set Second Consideration for 10/29/24. Roll call vote. (MCU)

AWARD BID AND CONSTRUCTION CONTRACT TO HPC, LLC FOR REPLACEMENT OF THE MCFARLAND PARK SHOP FOR \$765,000.00 AND AUTHORIZE THE CONSERVATION DIRECTOR, MICHAEL COX, TO SIGN THE CONTRACT: Mike Cox, Conservation Director, reported on the review of the two received bids. Both exceeded the budget for the project. The bids were reviewed by the Engineer who concurred the bids are an accurate representation of current market costs. Cox stated there are no indicators that rebidding the project would result in a lower bid; he reported on options considered by the Conservation Board. He stated the Conservation Board unanimously approved recommending Option #3, funding the difference from the Friends of Conservation Trust Fund and requesting additional support from the Board. Murken reported the budgeted General Fund amount is \$410,000.00. Discussion took place. Murken asked about the alternate #1 in the bid. Cox stated no, they are not awarding the alternate. Faisal stated to have funding go through the Trust Fund. Murken concurs. Faisal moved,

Murken seconded approving the Bid Award and Construction Contract to HPC, LLC for Replacement of the McFarland Park Shop for \$765,000.00 with the budget overage to come from the Conservation Trust Fund, and authorize the Conservation Director, Michael Cox, to Sign the Contract. Roll call vote. (MCU)

PRESENTATION OF THE COUNTY'S PUBLIC BUILDINGS RESTROOM ASSESSMENT COMPLYING WITH THE AMERICANS WITH DISABILITIES ACT (ADA): Joby Brogden, Facilities Management Director, reported on history, ADA compliance, and when upgrades are required. Jeff Harris, Roseland, Mackey, Harris (RMH) Architects, reported on items in all buildings. Brogden stated Facilities Management will address some items through Facilities' work programs. Larger items will be given budget estimates and, if qualified, go through the Capital Improvements Plan (CIP) process. Discussion took place. Harris provided additional detail.

DIRECTION OF A POSSIBLE COUNTY-FUNDED WEATHERIZATION REPAIR PROGRAM FOR MANUFACTURED HOUSING COMMUNITIES IN THE UNINCORPORATED AREAS: Andrea Wagner, Senior Planner, reported the County's committee for the Housing Action Plan. One of the committee's goals is to have repair programs for existing housing stock. Extensive discussion took place regarding gaps in state-funded programs and how best to fill those. Leanne Harter, Planning and Development Director, provided additional input. The Board concurred staff will gather additional data to clarify the gap in available funding.

DIRECTION ON AMENDMENT WITH CITY OF ROLAND, AMERICAN RESCUE PLAN ACT (ARPA) AGREEMENT: Crystal Davis, County Outreach and Special Projects Manager, reported the request is transfer

\$50,000,00 from the sewer upgrade project to water main looping project, to better match actual costs. Next steps is for the Board to direct staff to develop an amendment to the agreement or put the request on a future item to take formal action to deny. Davis was directed to prepare the amendment and return to the Board.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE

SUPERVISORS: All Board members reported on upcoming meetings and items.

CLOSED SESSION PURSUANT TO CODE OF IOWA §21.5(1)(c): Murken moved, Faisal seconded to go into closed session pursuant to *Code of Iowa* §21.5(1)(c) at 11:10 a.m. Roll call vote. (MCU)

Heddens reconvened the Board in open session at 11:28 a.m.

Murken moved, Faisal seconded to adjourn at 11:28 a.m. Roll call vote. (MCU)

Story County Board of Supervisors
Tentative Agenda
Administration Building, 900 6th St., Nevada, IA
10/22/24

1. SPECIAL NOTE TO THE PUBLIC: (3) - This Meeting Is Also Being Offered Via Zoom. While Joining Via Zoom, If You Have A Question And/Or Comment, You May Raise Your Hand To Speak During Public Forum Or Use The Chat Feature And The Chair Will Ask The Zoom Moderator To Review All Comments During Public Forum.

Members of the public can participate by using the information below:

To join the zoom meeting by computer, tablet, smartphone :

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. [HTTPS://US02WEB.ZOOM.US/J/84068041164?
PWD=F8FOEWLWOCBJMLT38A4FCLRFM0H6GN.1](https://us02web.zoom.us/j/84068041164?pwd=F8FOEWLWOCBJMLT38A4FCLRFM0H6GN.1)

Passcode: 751099

Or One tap mobile:

+13017158592,,84068041164# US (Washington DC)

+13052241968,,84068041164# US

Or join by phone:

Dial(for higher quality, dial a number based on your current location):

US: +1 301 715 8592 or +1 305 224 1968 or +1 309 205 3325 or +1 312 626 6799 or
+1 646 931 3860 or +1 929 205 6099 or +1 360 209 5623 or +1 386 347 5053 or +1 507
473 4847 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833 or +1 689 278 1000
or +1 719 359 4580 or +1 253 205 0468 or +1 253 215 8782 or +1 346 248 7799

Webinar ID: 840 6804 1164

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

3. PLEDGE OF ALLEGIANCE:

4. ADOPTION OF AGENDA:

5. PUBLIC COMMENT #1:

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

6. AGENCY REPORTS:

- I. Ames Regional Economic Alliance Annual American Rescue Plan Act (ARPA) Report -
Elizabeth Berg

Department Submitting Board of Supervisors

- II. Ames Regional Economic Alliance Workforce, Retraining, And Outreach Quarterly
Report - Greg Pıklapp & Shannon Thiele

Department Submitting Auditor

Documents:

OUTREACH.PDF
RETRAINING.PDF

7. CONSIDERATION OF MINUTES:

I. 10/15/24 Minutes

Department Submitting Auditor

8. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) new hire, effective 11/4/24, in a) Attorney's Office for Elijah Hansen @ \$3,594.39/bw; 2) promotion, effective 11/3/24, in a) Facilities Management for Matthew Miller @ \$2,739.45/bw

Department Submitting Auditor

9. CONSIDERATION OF CLAIMS:

I. 10/24/24 Claims

Department Submitting Auditor

Documents:

CLAIMS PAID 102424.PDF

10. 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 Licensing Agreement Between Ergometrics And Story County Effective 10/22/24 Not To Exceed \$750

Department Submitting Sheriff

Documents:

ERGOMETRICS.PDF

II. Consideration Of Final Design Plans For HMA Resurfacing On E15, From 0.1 Miles West Of 570th Ave, East 3.1 Miles To 600th Ave, Section 8, 9, And 10 Howard Township (STP-S-C085(184)-5E-85)

Department Submitting Engineer

Documents:

HMA RESURFACING E15.PDF

III. Consideration Of Fees Between Story County And IP Pathways For VMware Support And Licensing Effective 9/23/2024 - 9/22/2025 For \$12,224.52 (Budgeted)

Department Submitting Information Technology

Documents:

IP PATHWAYS VMWARE.PDF

IV. Consideration Of Contract Between Story County And Edge Companies For Story County Attorney Office Remodel 2024 - 10/22/24 Through 3/11/25 - \$770,400.00 (Budgeted).

Department Submitting Facilities Management

Documents:

EDGE COMPANIES.PDF

V. Consideration Of Final Design Plans For HMA Resurfacing On E41 From Nevada City Limits East 2.7 Miles

Department Submitting Engineer

Documents:

HMA RESURFACING E41.PDF

VI. Consideration Of Resolution #25-31, Setting A Date And Time For Public Hearing For 10 Am On October 29, 2024, To Consider Resolution # 25-32, Amending The Urban Renewal Plan, Story County Urban Renewal Area

Department Submitting Planning and Development

Documents:

RES 25 31.PDF

VII. Consideration Of Resolution #25-30, Setting A Date And Time For Public Hearing For 10 Am On October 29, 2024, To Consider Ordinance 321, Amending Chapter 32 Of The Story County Code Of Ordinances

Department Submitting Planning and Development

Documents:

RESOLUTION 25 30.PDF

11. PUBLIC HEARING ITEMS:

- I. First Consideration Of Ordinance 320, Amending Chapter 8 – Urban Renewal Of The Story County Code Of Ordinances - Leanne Harter

Department Submitting Planning and Development

Documents:

ORDINANCE NO 320.PDF

12. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Bid Award And Construction Contract To HPC, LLC For Replacement Of The McFarland Park Shop For \$765,000.00 And Authorize The Conservation Director, Michael Cox, To Sign The Contract - Mike Cox

Department Submitting Conservation

Documents:

MCF SHOP BID AWARD.PDF

13. DEPARTMENTAL REPORTS:

14. OTHER REPORTS:

- I. Presentation Of Story County Public Building ADA Restroom Assessment - Joby Brogden And Jeff Harris, RMH Architects

Department Submitting Facilities Management

Documents:

ADA EVALUATION.PDF

- II. Discussion And Direction Of A Possible County-Funded Weatherization Repair Program For Manufactured Housing Communities In The Unincorporated Areas - Andrea Wagner And Leanne Harter

Department Submitting Planning & Development

Documents:

STAFF MEMO.PDF

- III. Discussion And Direction On Amendment With City Of Roland, American Rescue Plan Act (ARPA) Agreement - Crystal Davis

Department Submitting Board of Supervisors

Documents:

CITY OF ROLAND STAFF MEMO.PDF

15. UPCOMING AGENDA ITEMS:

16. PUBLIC COMMENT #2:

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

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

18. Closed Session Pursuant To Iowa Code Section 21.5(1)(C) – Crystal Rink, Assistant Story County Attorney

To discuss strategy with counsel in matters that are presently in litigation or where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the position of the governmental body in that litigation.

Department Submitting County Attorney

19. 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

Agenda

10/22/24

NAME

AGENCY

Greg Piklapp

Ames Alliance

Ryan Wiemold

Story Co. Cons.

Joby Brogden

SCM

JEFF HARVUS

RMH ARCHITECTS

Matthew Miller

SCFM

John Kilan

LWU

Elizabeth Ross

Ames Alliance

Andrea Wagner

PID

JEANNE

PID

Sandra

BOS

Dalton Johnston

City of Roland

Crystal Lewis

BOS

Crystal Kule

SCAO

QUARTER 3, 2024

Gilbert

- Steel Street is officially open, partnership on new light commercial park has two new tenants confirmed
- 213 Main St RFP is being created with updated appraisal for new redevelopment

Roland

- New City Water Plant project is proceeding, estimated costs are \$3-5 million to replace almost century old facility. All options are on the table
- City has ownership of 201 Main St, demolition and clean up being scheduled
- New venue being targeted for downtown Roland, approximately 130 person building utilizing new URA/TIF district
- Development agreement for new 50 home development being finalized, due to infrastructure uncertainty in the community it has been delayed but still priority

McCallsburg

- New Homes for Iowa house has been placed, 3 more lots available
- City has had new redevelopment on Main St, demolition of old building and new tin facility built. Plan is to utilize it for summer events
- Old School Redevelopment Project is restarting after two years
- Main Street upgrades, target is to start with street lights with clean up

Zearing

- 108 East Main St owned by the City was sold to boost General Fund needs
- County URA/TIF Grant Application assistance for Shelter House Project
- Franchise Fee process moving forward with Alliant Energy, targeting 3%
- Helped coordinate with Mayor and SCHAT on potential 2025 Homes for Iowa lot
- Working with City to clear two new potential home lots

Collins

- Former City lagoon property was put out for bid and successfully awarded to a local main street business owner looking to expand. This then allowed a new business to open downtown called The Back Yard Home Goods and Hangout
- County URA/TIF Grant Application assistance for Trail and Parks Project

Maxwell

- Maxwell did not receive state housing tax credits but we are targeting 2025

Cambridge

- Finishing IEDA BOOST Grant, am working with Mayor/Council/City on next steps
- The Tattered Toad building is up for sale, am providing the City additional redevelopment information and assistance with potential new owners

Slater

- Stepping Stones Childcare Facility Groundbreaking
 - More than \$1 Million investment, space accommodates 148 slots
 - Community ED Taskforce meetings continue
 - Stepping Stones Childcare Facility Groundbreaking
- 321 Main Street RFP, City has approved \$140k stabilization funds
- Sievers Commercial Development proceeding, six lots remaining
- Prairie Housing development has opened up another 20 lots
- Taskforce approved media campaign to showcase ED progress
- County URA/TIF Grant Application assistance for Sports Park Project

Colo

- Strand has completed engineering conceptual, over 90 proposed lots for new housing available
- Childcare Project with City/School and County unfortunately closing due to low numbers

WORKFORCE EVENTS



Ukraine Workforce Workshop

The Ames Regional Economic held the first two out of four Ukrainian Seminar workforce events, all designed to provide information to refugees in order to help start a small business in the United States.

The first two events were in collaboration with SBDC, Iowa State University Extension and Outreach, City of Ames, and Northwest Bank.

ISU Welcome Fest

Our team met with students and helped promote our new WorkinAmes.com job board and our "See Yourself in Ames" intern event series that will take place again in the summer of 2025.

This event attracted thousands of students and 100+ different businesses and departments in the area.



Women in Leadership

We hosted a Women in Leadership: Finding Joy and Networking with 140 registrations. Joy connoisseur, Lisa Even, provided the keynote and helped those in attendance dive into the joy mindset. Overall, 66 unique businesses were in attendance.

Thank you to Heuss Printing, Central Iowa Board of Realtors, First National Bank and the ISURP for sponsoring this event.

2025 Strategic Plan

With transitioning of roles at the Ames Regional Economic Alliance, several staff members gathered to rethink and reshape our workforce initiatives. We will be rolling out our 2025 strategic plan to include 5 main goals: Retention & Attraction of Talent, Adult Skills Training, Engagement, Data, and Marketing.

Our mission with this is to cultivate and strengthen relationships within the workforce ecosystem, including workforce sponsors, HR professionals, military personnel, educational institutions, and community investors.

Q3 EVENTS RECAP

- July 29th – Women in Leadership at Seven Oaks
- August 1st – State of Education
- September 3 – Steak Fry at Ag Leader
- September 11-13 – Inter-City Visit to Fargo, North Dakota

UPCOMING Q4 EVENTS

- Colo-NESCO College/Career Fair
- Iowa Central Community College Fair
- Manufacturing Breakfast
- Rising Leaders Academy
- Annual Luncheon



Shannon Thiele,
Director of Workforce Development
Ames Regional Economic Alliance

AMES REGIONAL ECONOMIC Alliance

QUARTER 3, 2024

RETRAINING PROGRAM



Programs Offered in Q3:

- Sterile Processing
- Phlebotomy
- CNA
- Water Class

13 Current Participants

Average Age: 30.2 Years Old

Success Story: "This program is the biggest reason I'm confident I'll be able to provide my children with a successful future and have a career of my own going forward as a single mother." (Fall 2024 CNA Student)

Journey class begins July 29th for more students. We have been promoting IEM classes for fall (November start date), as we have heard from our employers they need Maintenance Technicians.

WORK *in* AMES.com

WorkInAmes.com

- New website launched in August
- 2,987 users since new website launch
- 806 Current Job Openings
- 18 Workforce Sponsors
- Advertising on 1430 KASI

Boone & Story County Unemployment Rate

Boone County (June) - 2.6%

Story County (June) - 2.3%

Work In Ames Facebook

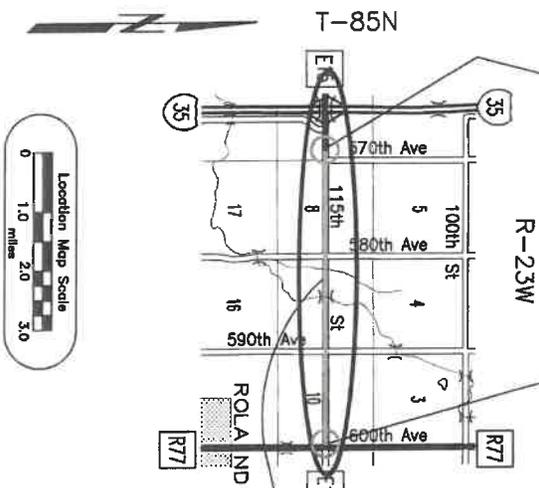
- 19,832 people reached in Q1-Q3
 - 1864 followers (+35 in 2024)
-

STORY COUNTY

Letting Date **Feb. 18, 2025**

HMA RESURFACING

Proj. No. **STP-S-C085(184)--5E-85**



DESIGN DATA RURAL
 2023 AADT 1050 V.P.D.
 Design: Standard Traffic

PROJECT LOCATION
 ON E15, FROM 0.1 MILES WEST
 OF 570TH AVE., EAST 3.1
 MILES TO 800TH AVE.



It shall be the contractor's responsibility to provide work areas or disposal areas for materials removed from the project. These areas shall not impact vehicles or workers on the project. These areas shall be approved by the Iowa Department of Transportation prior to project start. The contractor shall be responsible for providing the appropriate signage for the project.

Scales: As Noted

ON E15, FROM 0.1 MILES WEST OF 570TH AVE., EAST 3.1 MILES TO 800TH AVE.
 Refer to Proposal Form for a list of applicable specifications.

IOWA
DEPARTMENT OF TRANSPORTATION
 Highway Division
 PLANS OF PROPOSED IMPROVEMENT ON THE
FARM-TO-MARKET SYSTEM
STORY COUNTY
HMA RESURFACING

Project No. **STP-S-C085(184)--5E-85**

Sheet Total: 5

PROJECT TRAFFIC CONTROL PLAN
 THE ROAD WILL BE OPEN TO ONE LANE TRAFFIC DURING CONSTRUCTION HOURS AND REDUCED TO TWO LANE TRAFFIC AT THE END OF EACH WORK DAY. TRAFFIC CONTROL DEVICES SHALL BE MAINTAINED AS PROVIDED FOR IN ARTICLE 1702.06 OF THE CURRENT STANDARD SPECIFICATIONS. TRAFFIC CONTROL DEVICES, PROCEDURES, LAYOUTS, SIGNAGE AND SIGNMENT REVISIONS SHALL BE MAINTAINED WITHIN THE PROJECT AREA AND SHALL BE APPROVED BY THE IOWA DEPARTMENT OF TRANSPORTATION. TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS AS ADDED BY THE DEPARTMENT PER 701 OF THE IOWA ADMINISTRATIVE CODE (IAC) CHAPTER 130.
 ALL TRAFFIC CONTROL DEVICES SHALL BE FURNISHED, ERECTED, AND MAINTAINED BY THE CONTRACTOR.
 DETOUR SIGNING TO BE FURNISHED, PLACED, AND MAINTAINED BY STORY COUNTY IF NEEDED.
 THERE WILL BE NO PEDESTRIAN TRAFFIC CONTROL ON THIS PROJECT SINCE THERE ARE NO PEDESTRIAN TRAILS ON THIS PROJECT.

UTILITIES RELOCATION:
 ALL UTILITIES RELOCATION SHALL BE COMPLETED PRIOR TO THE START OF CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RELOCATION OF ALL UTILITIES AND SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL UTILITIES REMAINING IN THE AREA.
ALLIANT ENERGY: 800-255-4288
CENTURION: 720-578-8090
FIELD ENGINEER: 720-578-8090
CITY OF STORY CITY:
 CITY HALL 515-753-2121
CONTRACTOR SHALL CALL ONE CALL AT LEAST 48 HOURS PRIOR TO BEGINNING WORK. ONE CALL 1-800-552-5858

INDEX OF SHEETS

| No. | Description | Page |
|-----------|----------------------------|-------|
| A-01 | TITLE SHEET | 1E-23 |
| B-01 | TYPICAL SECTIONS SHEET | 1E-24 |
| C-01 | QUANTITY INFORMATION SHEET | 1E-25 |
| C-02-C-03 | TABLETIONS SHEETS | |

MILEAGE SUMMARY

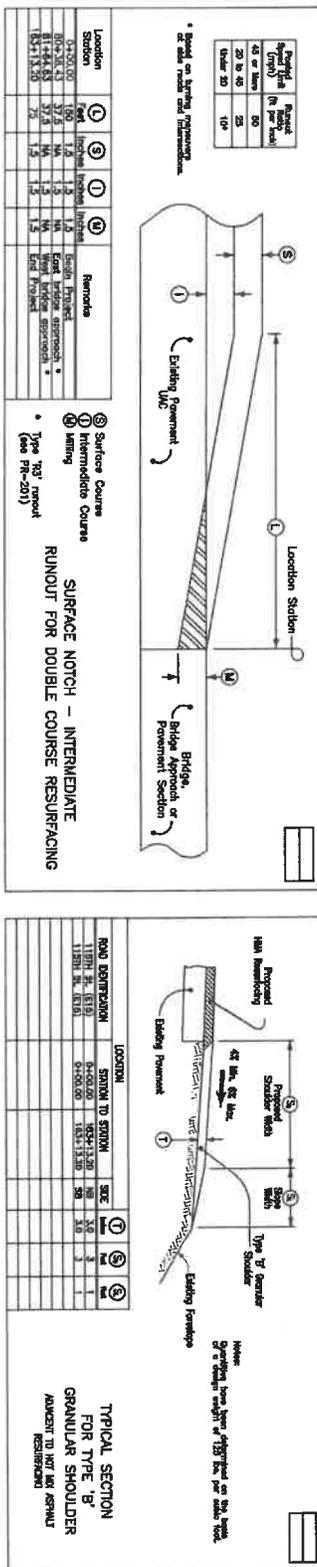
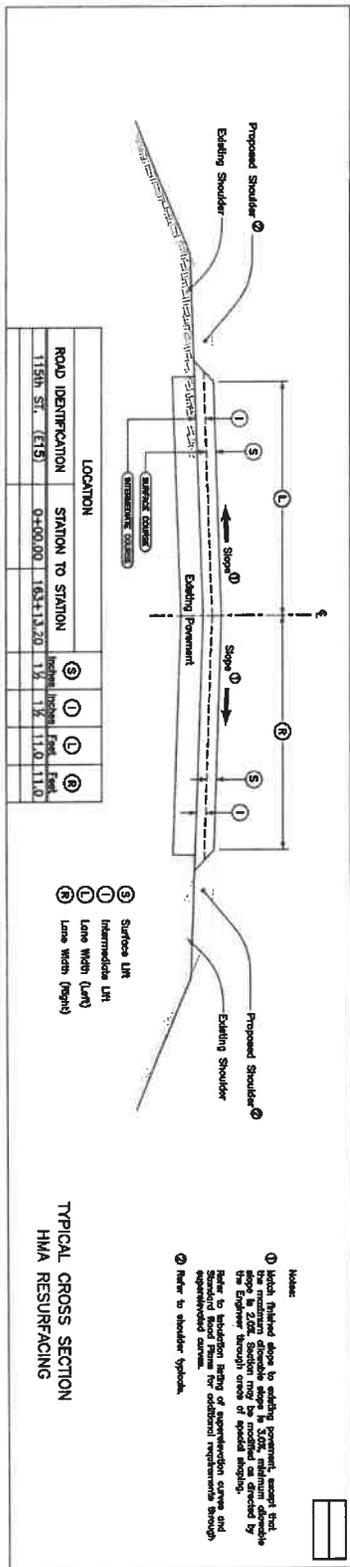
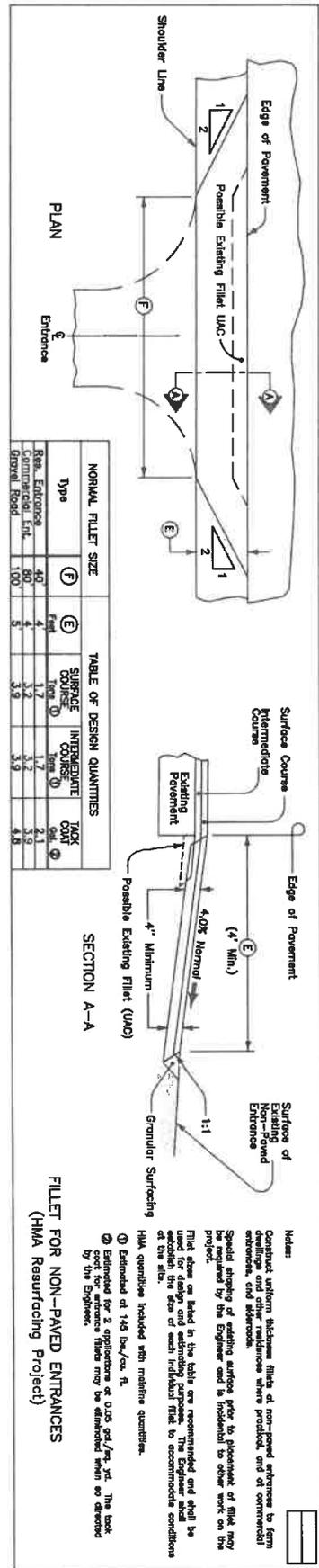
| Div. | Location | Ln. Ft. | Miles |
|--------------|-----------------------------------|------------------|--------------|
| 1 | STP-S-C085(184) TO STA. 163+13.20 | 16,313.20 | 3.090 |
| Total | | 16,313.20 | 3.090 |

STANDARD ROAD PLANS

| Number | Date | Title |
|--------|----------|---|
| PM-110 | 10-18-24 | LINE TYPES |
| PM-120 | 10-18-24 | STOP LINES AND ISLANDS |
| PM-201 | 10-21-14 | ROUNDABOUTS FOR RESURFACING |
| PM-202 | 10-21-14 | NOTCHES FOR RESURFACING (WITH OR WITHOUT ROUNDOUT) |
| PM-3 | 10-18-24 | SAFETY EDGE |
| PM-10 | 04-21-20 | RUMBLE STRIP PANEL FOR INTERSECTION APPROACH |
| PM-202 | 04-21-20 | HOT MIX ASPHALT RESURFACING |
| TC-1 | 10-18-19 | WORK NOT AFFECTING TRAFFIC (TWO-LANE OR MULTI-LANE) |
| TC-214 | 04-18-23 | LANE CLOSURE WITH FLAGGERS FOR USE WITH PILOT CAR |
| TC-233 | 10-17-17 | PAVEMENT MARKING OPERATIONS TWO-LANE |
| TC-282 | 10-16-18 | UNEVEN LANES |

I hereby certify that this engineering document was prepared by me or under my direct supervision and that I am a duly licensed professional engineer in the State of Iowa.
 Date: **10-14-24**
 Signature: *[Signature]*
 By: *[Signature]* Date: **10-14-24**
 (Other authorization sources specified here)

Approved by: *[Signature]* Date: **10-15-24**
 Story County Engineer
 Approved Story County Board of Supervisors
[Signature]



ESTIMATED PROJECT QUANTITIES OF QUANTITIES
(1 DIVISION PROJECT)

| ITEM | ITEM CODE | ITEM | UNIT | TOTAL |
|------|--------------|---|------|---------|
| 1 | 2121-7425020 | GRANULAR SHOULDERS, TYPE B | TON | 2,697.8 |
| 2 | 2212-0475095 | CLEANING AND PREPARATION OF BASE | MILE | 3.1 |
| 3 | 2214-5145150 | PAVEMENT SCARIFICATION | SY | 559.9 |
| 4 | 2303-1032500 | HMA, ST, INTERMEDIATE COURSE, 1/2 IN. MIX | TON | 3,638.1 |
| 5 | 2303-1033500 | HMA, ST, SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION | TON | 3,638.1 |
| 6 | 2303-1258283 | ASPHALT BINDER, PG 58-28S, STANDARD TRAFFIC | TON | 436.6 |
| 7 | 2303-6911000 | HMA PAVEMENT SAMPLES | LS | 1.0 |
| 8 | 2303-7000610 | PAYMENT ADJUSTMENT 1/D FOR HMA MIXTURE (LABORATORY VOIDS) | EACH | 3,638.1 |
| 9 | 2303-7000620 | PAYMENT ADJUSTMENT 1/D FOR HMA MIXTURE (FIELD VOIDS) | EACH | 3,638.1 |
| 10 | 2303-9091010 | RUMBLE STRIP PANEL (HMA SURFACE) | EACH | 2.0 |
| 11 | 2527-9263209 | PAINTED PAVEMENT MARKINGS, WATERBORNE/SOLVENT | STA | 402.04 |
| 12 | 2528-8445110 | TRAFFIC CONTROL | LS | 1.0 |
| 13 | 2528-8445113 | FLAGGER | EACH | 24.00* |
| 14 | 2528-8445115 | PILOT CAR | EACH | 6.00* |
| 15 | 2533-4980005 | MOBILIZATION | LS | 1.0 |

GENERAL NOTES

Story County will mark out scarification sawcuts and pavement markings.

Unless otherwise directed or authorized, all hot mix asphalt and other bituminous materials which are not specifically addressed or described in the contract documents shall become the property of the Contractor.

1. With the approval of the Engineer, blend or otherwise process the material for use with shoulder or special backfill aggregate, for use on the project.
2. With the approval of the Engineer, place with material in areas designated by the Engineer as Soil Aggregate Subbase without extra charge.
3. Remove the material from the project and stockpile for the contractor's future use.

ESTIMATE REFERENCE INFORMATION

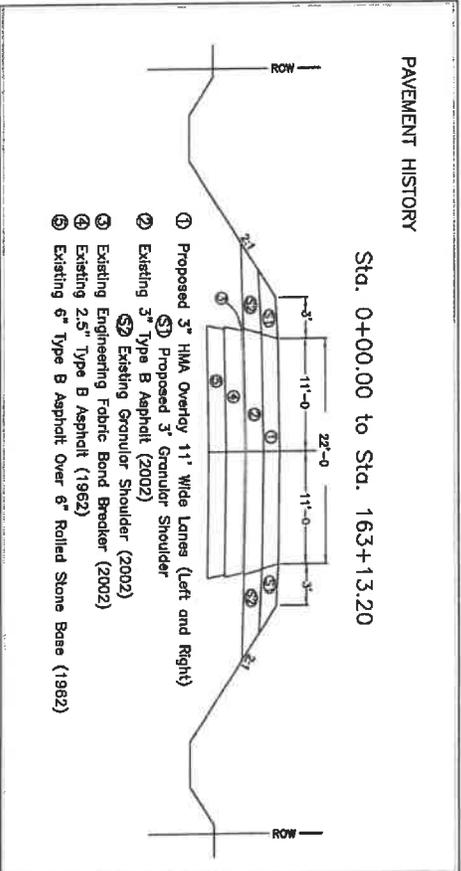
| ITEM NO. | DESCRIPTION |
|----------|--|
| 1. | Item for 3' wide shoulders (on each side). See Shouldering Typical 7135 on Sheet B.01 for details. Granular material quantity estimated using a unit weight of 125 lbs./ft ³ . Item includes all material, equipment and labor necessary to furnish, place and finish granular shoulders. |
| 2. | Item includes both lanes, 3.1 miles in length. |
| 3. | Scarification from BQP sawcut, forward 37.5 feet, shall be full 1 1/2" depth and then begin the 37.5 foot taper. Refer to Surface Notch detail on Sheet B.01 for surface runoff details and scarification stationing. |
| 4-5. | OMA shall apply. Quantity is for 3' thick (two 1 1/2" lifts) Standard Traffic design overlay with 1 1/2" wide vehicle lanes, 5' wide files at gravel road intersections for entire life project. The intermediate lift shall runoff at the bridge approaches, but the surface lift shall pour through the bridge. Quantity was estimated using 140 lbs./ft. unit weight. Safety Edge shall be used on both lifts. See Standard Road Plan P4-3 for details. Rock coat is incidental to this item. |
| 6. | Binder was estimated at 6% for both intermediate and surface lifts. |
| 10. | Refer to Standard Road Plan P4-10 for construction details and see Tabulation 112-7 on Sheet C.01 for stationing, and quantities. Method of Measurement is by each rumble strip panel constructed and Basis of Payment includes all equipment, labor, and materials necessary to construct Rumble Strip Panels in HMA surface. |
| 11. | See Tabulation 108-22 on Sheets C.02 for pavement marking types, stationing, and quantities. Quantity includes an application of yellow centerline marking for both intermediate and surface lifts. |
| 12. | See Project Traffic Control Plan on Sheet A.01 for traffic control notes, and refer to TC Standard Road Plans for further details. |
| 13. | Flagger quantity is an estimate only. See Proposal for quantities. |
| 14. | Pilot Car quantity is an estimate only. See Proposal for quantities. |

* Estimate only. See Proposal for quantities.

RUMBLE STRIP PANELS

Refer to Standard Road Plan P4-10

| LINE NO. | IDENTIFICATION | STATION | SIDE | PAVEMENT TYPE | REMARKS |
|----------|----------------|----------|------|---------------|--------------|
| 10 | 116th St. | 148+05.0 | RR | HMA | |
| | 116th St. | 165+70.6 | RR | HMA | |
| | | | | | TOTAL = 2.00 |



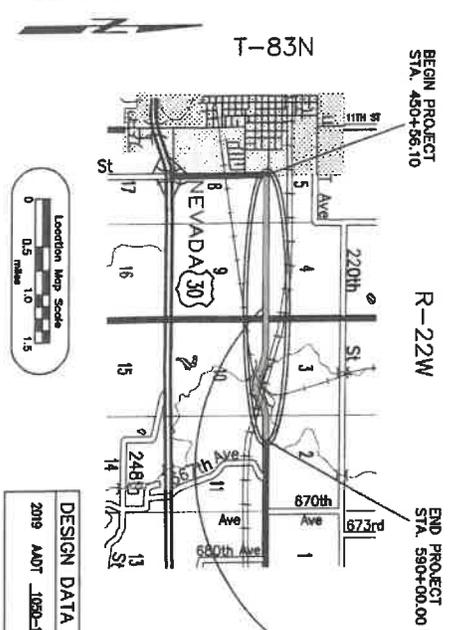
STORY COUNTY

Letting Date **Feb. 18, 2025**

HMA RESURFACING

Proj. No. **FM-C085(185)--55-85**

THE DESIGN OF THIS PROJECT WAS PREPARED BY THE DESIGNER'S ENGINEER UNDER THE CLOSE SUPERVISION OF THE DESIGNER'S ENGINEER.



PROJECT TRAFFIC CONTROL PLAN

THE ROAD WILL BE OPEN TO ONE LANE TRAFFIC DURING CONSTRUCTION. ALL TRAFFIC WILL BE MAINTAINED AS FAR AS POSSIBLE. ADVANCED PROPERTIES WILL BE MAINTAINED AS PROVIDED FOR IN ARTICLE 110.02 OF THE COUNTY STANDARD SPECIFICATIONS. ALL TRAFFIC WILL BE MAINTAINED AS FAR AS POSSIBLE. ADVANCED PROPERTIES WILL BE MAINTAINED AS PROVIDED FOR IN ARTICLE 110.02 OF THE COUNTY STANDARD SPECIFICATIONS. ALL TRAFFIC WILL BE MAINTAINED AS FAR AS POSSIBLE. ADVANCED PROPERTIES WILL BE MAINTAINED AS PROVIDED FOR IN ARTICLE 110.02 OF THE COUNTY STANDARD SPECIFICATIONS.

UTILITIES INFORMATION:
 UTILITIES COMPANIES WHOSE FACILITIES ARE SHOWN ON THE PLANS OR SHOWN TO BE WITHIN THE CONSTRUCTION LIMITS SHALL BE NOTIFIED BY THE CONTRACTOR OF THE CONSTRUCTION STARTING DATE AND DURATION OF WORK IN THE AREA.
 ALBERT ENGINEER: 800-256-4268
 OLO TELPHONES: 641-377-2202
 LARRY SPRINGER: 641-377-2202
 IOWA REGIONAL UTILITIES ASSN.: 515-282-1642
 KAMBERLIN ANNS: 541-792-7011
 WINDSTREAM ENTERPRISE: 800-841-3430
 LOCATE DESK: 800-841-3430
 CENTURION: 918-541-0147
 SPECTRUM: 800-999-9999
 CABLE NEWS: 813-252-1642
 ALL WIDS: 641-792-1642
 NEVADA COMMUNITY SCHOOLS: 515-282-1047
 DAVID KROESE: 515-282-1047
 CITY OF NEVADA: 515-282-5466
 KEVIN WRIGHT: 515-282-5466
 SPRINT COMMUNICATIONS: 402-980-9720
 MEGAN CHERBIL: 402-980-9720
 MEDICAL CENTER: 505-587-2487
 WOODS AND SPRINGER: 505-587-2487

CONTRACTOR SHALL CALL ONE CALL AT LEAST 48 HOURS PRIOR TO RESURFACING WORK. ONE CALL: 1-800-252-8889

DEPARTMENT OF TRANSPORTATION
 Highway Division
 PLANS OF PROPOSED IMPROVEMENT ON THE
FARM-TO-MARKET SYSTEM
STORY COUNTY
HMA RESURFACING
 ON E41 FROM NEVADA CITY LIMITS EAST 2.7 MILES

Refer to Proposal Form for a list of applicable specifications.

It shall be the contractor's responsibility to provide grade, cross or concrete) which is not desirable to be incorporated into the work involved on this project. These areas shall not impact wetlands or wetlands of the US. No payment for removal will be allowed for the right-of-way unless specifically stated in the plans.

Scales: As Noted



DESIGN DATA RURAL
 2019 ADOT 1090-1070 V.P.N.



I hereby certify that this engineering document was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.
 Signature: *[Signature]* Date: *10-16-24*
 My license renewal date is December 31, 2024.
 (Print name and address unless specified here)

Accepted by: *[Signature]* Date: *10-16-24*
 Story County Engineer
 Approved Story County Board of Supervisors: *[Signature]*

Story County Project Number: **FM-C085(185)--55-85** Sheet No. **A.01**

Sheet Total: 5

Project No. **FM-C085(185)--55-85**

INDEX OF SHEETS

| No. | Description |
|---------|----------------------------|
| A.01 | TITLE SHEET |
| B.01 | TYPICAL SECTIONS SHEET |
| C.01 | QUANTITY INFORMATION SHEET |
| C.02-03 | TENDRONS SHEET |

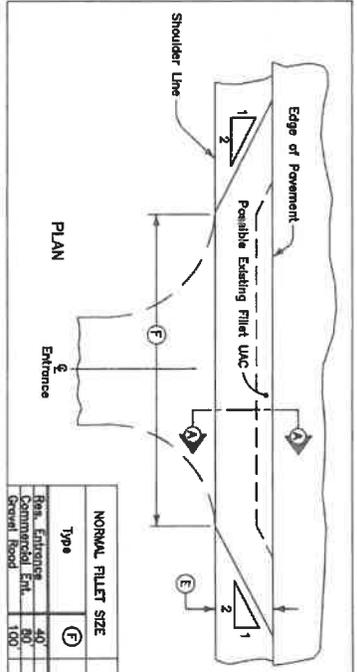
MILEAGE SUMMARY

| Dist. | Location | Ln. Ft. | Miles |
|-------|--|-----------------|--------------|
| 1 | STA. 450+45.10 TO STA. 590+00.00 | 13544.90 | 2.641 |
| 1 | LESS BRIDGE STA. 502+27.06 TO STA. 575+00.00 | -1279.03 | -0.242 |
| | Total | 12265.87 | 2.399 |

STANDARD ROAD PLANS

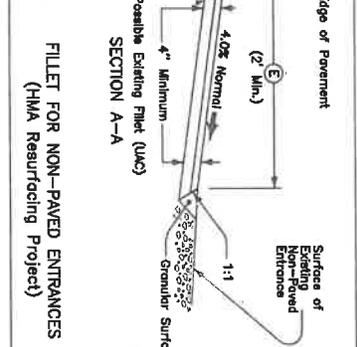
The following Standard Road Plans shall be incorporated into the project.

| Number | Date | LINE TYPES |
|--------|----------|--|
| PM-110 | 10-15-24 | STOP LINES AND ISLANDS |
| PM-120 | 10-15-24 | REMOVE FOR RESURFACING |
| PM-201 | 10-21-14 | NOTICES FOR RESURFACING (WITH OR WITHOUT RIMPOUT) |
| PM-302 | 10-21-14 | SAFETY EDGE |
| PM-3 | 10-15-24 | HOT MIX ASPHALT RESURFACING |
| PM-202 | 04-21-20 | WORK NOT AFFECTING TRAFFIC (TWO-LANE OR MULT-LANE) |
| TC-1 | 10-15-19 | LANE CLOSURE WITH FLAGGERS FOR USE WITH PILOT CAR |
| TC-214 | 04-18-23 | PAVEMENT MARKING OPERATIONS TWO-LANE |
| TC-213 | 10-17-17 | UNOPEN LINES |
| TC-292 | 10-15-10 | |



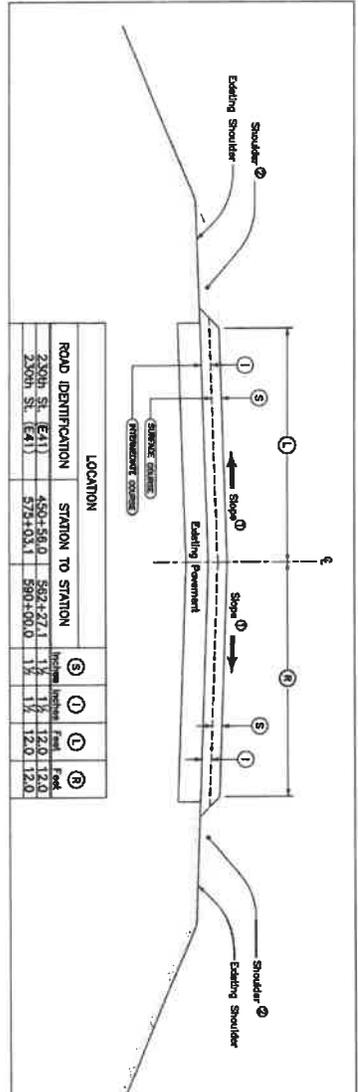
NORMAL FILLET SIZE

| Type | F | E | SURFACE COURSE | INTERMEDIATE COURSE | BASE | Sub. |
|-----------------------|------|----|----------------|---------------------|------|------|
| Road Entrance | 40' | 2' | 1.7 | 1.7 | 2.1 | 3.0 |
| Plan Commercial Entl. | 80' | 2' | 3.2 | 3.2 | 3.0 | 4.8 |
| General Road | 100' | 2' | 3.9 | 3.9 | 3.0 | 4.8 |



Notes:

- * There are 9 Nos. Entrances that have 10' fillets, which are older than the 1970's. These fillets are not to be removed and require a normal fillet. It is intended to come up wherever fillet exists, and the HMA thickness reflects this quantity.
- Construct uniform thickness fillets of non-paved entrances to form drainage and other resistance where practical, and at commercial entrances, and elsewhere.
- Special sloping of existing surface prior to placement of fillet may be required by the Engineer and is incidental to other work on the project.
- Fillet size as listed in the table are recommended and shall be used unless otherwise specified. The Engineer shall determine and establish the size of each individual fillet to accommodate conditions of the site.
- HMA quantities included with in-place quantities.
- ① Estimated at 145 lbs./cu. ft.
- ② Estimated for 2 applications of 0.05 gal./sq. yd. The total cost for entrance fillets may be attributed when so directed by the Engineer.

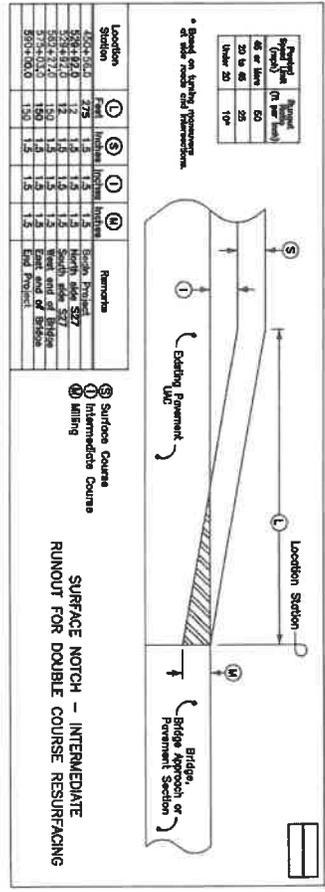


ROAD IDENTIFICATION

| STATION TO STATION | Height | Notes | Foot | Feet | Feet |
|--------------------|----------|-------|-------|-------|------|
| 230th St. (E11) | 559+27.1 | | 1 1/2 | 1 1/2 | 12.0 |
| 230th St. (E4) | 572+53.1 | | 1 1/2 | 1 1/2 | 12.0 |
| 459+58.0 | 559+27.1 | | 1 1/2 | 1 1/2 | 12.0 |
| 572+53.1 | 590+30.0 | | 1 1/2 | 1 1/2 | 12.0 |

Notes:

- ① Motor finished slope to existing pavement, except that the maximum allowable slope shall be 1:1. The Engineer shall determine the location of the fillet as directed by the Engineer through one of special sheets.
- Refer to tabulation listing of suspension spans and Standard Road Plans for additional requirements through supplemental curves.
- ② Refer to shoulder system.



ROAD IDENTIFICATION

| STATION TO STATION | Height | Notes | Foot | Feet | Feet |
|--------------------|----------|-------|------|------|------|
| 230th St. (E17) | 586+78.1 | | 2 | 2 | 12.0 |
| 230th St. (E13) | 572+53.1 | | 2 | 2 | 12.0 |
| 230th St. (E11) | 559+27.1 | | 2 | 2 | 12.0 |
| 230th St. (E13) | 572+53.1 | | 2 | 2 | 12.0 |

Notes:

- Quantities have been determined on the basis of a design weight of 135 lbs. per cubic foot.

QUANTITY INFORMATION SHEET

ESTIMATED PROJECT QUANTITIES OF QUANTITIES
(1 DIVISION PROJECT)

| ITEM | ITEM CODE | ITEM | UNIT | TOTAL |
|------|--------------|---|------|---------|
| 1 | 2121-7425020 | GRANULAR SHOULDERS, TYPE B | TON | 2361.0 |
| 2 | 2212-0475095 | CLEANING AND PREPARATION OF BASE | MILE | 2.4 |
| 3 | 2214-5145150 | PAVEMENT SCARIFICATION | SY | 1,382.7 |
| 4 | 2303-1032500 | HMA, ST, INTERMEDIATE COURSE, 1/2 IN. MIX | TON | 3,087.6 |
| 5 | 2303-1033500 | HMA, ST, SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION | TON | 3,087.6 |
| 6 | 2303-1258283 | ASPHALT BINDER, PG 58-28S, STANDARD TRAFFIC | TON | 371.7 |
| 7 | 2303-6911000 | HMA PAVEMENT SAMPLES | LS | 1.0 |
| 8 | 2303-7000610 | PAYMENT ADJUSTMENT I/D FOR HMA MIXTURE (LABORATORY VOIDS) | EACH | 3,087.6 |
| 9 | 2303-7000620 | PAYMENT ADJUSTMENT I/D FOR HMA MIXTURE (FIELD VOIDS) | EACH | 3,087.6 |
| 10 | 2527-8263209 | PAINTED PAVEMENT MARKINGS, WATERBORNE/SOLVENT | STA | 400.91 |
| 11 | 2528-8445110 | TRAFFIC CONTROL | LS | 1.0 |
| 12 | 2528-8445113 | FLAGGER | EACH | 32.00* |
| 13 | 2528-8445115 | PILOT CAR | EACH | 8.00* |
| 14 | 2533-4980005 | MOBILIZATION | LS | 1.0 |

* Estimate only. See Proposal for quantities.

GENERAL NOTES

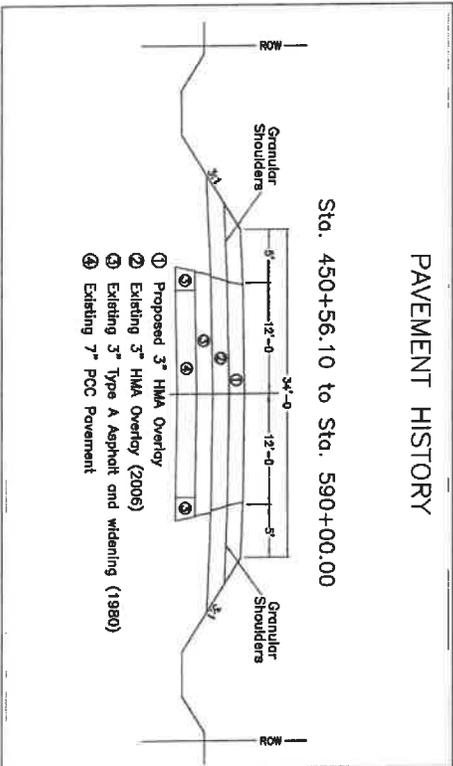
Story County will mark out certification sawcuts and pavement markings.

- Unless otherwise directed or authorized, all hot mix asphalt and other bituminous materials which are not specifically addressed or described in the contract documents shall become the property of the Contractor.
- The Contractor, in accordance with current rules and regulations of the Iowa Department of Natural Resources, may:
1. With the approval of the Engineer, blend or otherwise process the material for use with shoulder or special bottom aggregate, for use on the project.
 2. With the approval of the Engineer, place with material in areas designated by the Engineer as Soil Aggregate Subbase without extra charge.
 3. Remove the material from the project and stockpile for the contractor's future use.

ESTIMATE REFERENCE INFORMATION

| ITEM NO. | DESCRIPTION |
|----------|---|
| 1. | Item for 6' wide shoulders (on each side). See typical on Sheet C.02 for details. Granular material quantity estimated using a unit weight of 125 pcf. Item includes all material, equipment and labor necessary to furnish, place and finish granular shoulders. |
| 3. | Scarification from BOP sawcut, forward 200.0 feet, shall be full 1 1/2" depth and then begin the 37.5' foot taper. Refer to Surface Notch detail on Sheet B.01 for surface runoff details and scarification stations. |
| 4-5. | HMA shall apply. Quantity is for 3" thick (two 1 1/2" lifts) Standard Traffic design overlay with 12' wide lanes for the entire project. Quantity was estimated using 148 lbs./ft. unit weight. Quantity includes 12/2 tons for entrance, filling and intersection road. Sealing Edge shall be used on both lifts. See Standard Road Plan P4-5 for details. Tack coat is incidental to this item. |
| 6. | Binder was estimated at 6% for both intermediate and surface lifts. |
| 10. | See tabulation on Sheet C.03 for pavement marking types, stationing, and quantities. Quantity includes an application of yellow centerline marking for both intermediate and surface lifts, and one application of white edge lines for the surface lift only. |
| 11. | See Traffic Control Plan on Sheet A.01 for traffic control notes, and refer to TC Standard Road Plans for further details. |
| 12. | Flagger quantity is an estimate only. See Proposal for quantities. |
| 13. | Pilot Car quantity is an estimate only. See Proposal for quantities. |

PAVEMENT HISTORY



THE IOWA DEPARTMENT OF TRANSPORTATION HAS REVIEWED THIS SHEET FOR TECHNICAL ACCURACY.

STORY COUNTY

DATE: 11/15/11 11:45 AM

Test Licensing Agreement

This is a legal agreement between the Licensing Agency (Licensee) and Ergometrics and Applied Personnel Research, Inc. (Licensor) By accepting the Ergometrics test materials for use, you are agreeing to the terms of this agreement and that you have authority to enter into such an agreement on behalf of the Agency.

Licensee

Lisa Heddens

10-22-24

Principal Signer

Date

Lisa K Heddens

Signature

Story County Board of Supervisors, Chair

Title

Story County Sheriff's Office

Agency Name

1315 S B Avenue

Physical Address

Nevada

Iowa

50201

State

Zip

City

(515)382-7458

ctoresdahl@storycountyiowa.gov

Telephone

Email

Authorized Contacts

Please list, in addition to the Principal Signer, anyone who is authorized to receive materials, scores or discuss scores with Ergometrics. Licensee is responsible for updating Ergometrics of any changes to Authorized Contacts.

Nicolas Briseno

Authorized Contact

Communications Commander

Title

(515)382-7477

Telephone

nbriseno@storycountyiowa.gov

Email

Constance Toresdahl

Authorized Contact

Administration Commander

Title

(515)382-7458

Telephone

ctoresdahl@storycountyiowa.gov

Email



Return to:
Ergometrics &
Applied Personnel Research, Inc.
2122 164th St SW Suite 300
Lynnwood, WA 98087
FAX: 425-877-0586
Or email
clientservices@ergometrics.org

*Failure to return the signed licensing agreement,
will delay the processing of your order.*

For Office use only:

Product: _____

License Type: _____

Highrise: _____

Exam HQ: _____

Notes:

Per Applicant Test Licensing Agreement

1. Scope of Agreement

Ergometrics & Applied Personnel Research, Inc. ("Licensor") grants to the Licensee the right to use the Licensor's tests, outlined in Attachment A to this Agreement, incorporated herein by reference, and all associated materials (collectively, the "Test"), for the sole purpose of pre-employment and promotional testing. The Test may not be used for training purposes under any circumstances. The Licensee may not lease, rent, loan, transfer or administer this test to or for any other agency or entity without express written permission from the Licensor. The Test meets and/or exceeds all Equal Employment Opportunity Commission guidelines and professional standards. This agreement does not include local validation for the Licensee. The Licensor will provide national validation reports upon request. In the event of challenge, the Licensor will provide expert testimony at its regular consulting rates. The Licensor assumes no liability for the use or misapplication of this product.

2. Copyright

The Test is owned by the Licensor and protected by United States copyright laws and international treaty provisions. The Licensee is not authorized to copy any videos or DVD's. Printed materials may only be copied with express permission from the Licensor and may only be used for the purposes described in this Agreement or as otherwise approved by the Licensor.

3. Implementation

The Licensor will provide the Licensee general written or telephone instructions on the administration and use of the Test. The Licensor warrants that the video, audio, and printed materials are free from defects in material and workmanship. Licensor will assist Licensee with interpretation of score results and scoring methodology. The licensee was offered a transportability analysis as part of the implementation process. If the licensee chose not to conduct such an analysis, they hereby affirm they understand it is their responsibility to ensure the job is similar enough to the departments that participated in the criterion validation of the exam and/or have sufficient evidence of content validity.

4. Test Security

Licensee will maintain strict security of the Test in accordance with accepted security practices and those incorporated herein. Licensee shall be fully responsible for the secure storage and use of the Test and will establish and maintain strict test security procedures, including precautions preventing materials from being stolen, copied, or otherwise compromised.

- a. The Test must not be left unattended at any time, and when not in use, the Test must be kept in a secured and locked location. Trash containing confidential material will be disposed of securely.
- b. All persons having access to the Test must sign the Individual Statement of Understanding, found in the Administration Packet, and all signed copies kept on file with the Licensee for one year from the date of signature.
- c. Certification of Compliance with Confidentiality and Copyright, found in the Administration Packet, must be collected from each applicant before testing sessions begin, and all signed copies kept on file with the Licensee for one year from the date of signature.
- d. The Test maintained in electronic format must be kept on a non-networked, standalone computer.
- e. Cell phones and electronic devices are not allowed in the test administrations.
- f. No one, other than the official test monitor, should take notes or any other confidential materials from a testing room. In the event of loss or theft of the Test, or cheating, Licensor must be notified immediately.
- g. Any testing materials shipped must use a form of registered

service with tracking number and signature for delivery.

- h. Test content is confidential and copyrighted. Any conversations about Test content must only be conducted formally in conjunction with the Licensor.

5. Subcontracting the Test

The Test is licensed for use only by the Licensee. The Licensee must contact the Licensor to obtain permission if the Licensee wishes to subcontract test administration or other services that involve the outside handling of the Test. The Licensee will remain fully responsible for the security of materials that are handled in this manner.

6. Termination

This Agreement may be terminated in whole in the event that the Licensee or Licensor breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching party delivers written notice of such breach to the breaching Party. Upon termination, Licensor will be entitled to payment, determined on a pro rata basis for services performed or rendered, and all Test materials must be returned immediately to the Licensor once the Agreement has been terminated.

7. Events Upon License Expiration or Termination

Upon any termination or expiration of this Agreement for any reason, Licensee will cease use of all testing materials and return such materials within 15 days of expiration or termination of the Agreement. Late or lost Test materials will be subject to additional fees. Attachment A to this Agreement sets out additional provisions in respect of the parties' obligations upon termination.

8. Pricing

Pricing for this Agreement is specified in Attachment A, incorporated herein by reference.

9. No Waiver

The waiver or failure of either Party to exercise in any respect any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.

10. Entirety of Agreement

The terms and conditions set forth herein constitute the entire Agreement between the Parties and supersede any communications or previous agreements with respect to the subject matter of this Agreement. There are no written or oral understandings directly or indirectly related to this Agreement that are not set forth herein. No change can be made to this Agreement other than in writing and signed by both Parties. Any previous Test Licensing agreements between Licensee and Licensor are null and void, replaced by this one.

11. Headings in this Agreement

The headings in this Agreement are for convenience only, confirm no rights or obligations in either party, and do not alter any terms of this Agreement.

12. Severability

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

13. Governing Law

This Agreement is governed by the laws of the State of Washington.



Ergometrics &
Applied Personnel Research, Inc

Story County Sheriff's Office
Licensing Agreement
Attachment A

Pricing

Per Applicant License:
Ecomm National Testing One Time Setup Fee \$
Applicants @ \$30 each \$750
(\$150 minimum order)

**cost may vary based on actual number tested*

Scoring will include standard and diagnostic scoring. Licensee will be responsible for all associated freight expenses. Minimum charges will be applied to each batch of answer sheets submitted.

Term of Agreement

The service agreement will begin and end on the following dates:

| Start Date | End Date |
|------------|----------|
| 10/22/24 | 11/05/24 |

All testing materials must be returned by the due date listed above. Materials MUST be returned using some form of registered, secure service that has a tracking number and requires a signature for delivery. Materials not returned by the specified due date will be subject to a \$25 late fee for every 15 days overdue. Any lost test materials must have the incident documented on company letterhead and will be subject to lost fees.



Leading the Data Center Revolution™

IP Pathways
3600 109th St.
Urbandale, IA 50322
(515) 422-9300

| |
|---|
| Bill To: |
| Story County Attn: IT Web 900 6th Street Nevada, IA 50201 United States |

| | |
|----------------|----------------|
| Date | Invoice |
| 10/15/2024 | 49198 |
| Account | |
| Story County | |

| | | | |
|--------------|-----------------|------------------|------------------|
| Terms | Due Date | PO Number | Reference |
| Net 30 days | 11/14/2024 | | Quote: 20951 |

| | | |
|---|--------------------------|--------------------|
| VMware Renewal - 3 Year - 1 of 3 VCF-VSP-STD-8 VMware vSphere Standard 8 - QTY 252 | | |
| Please remit payment to: IP Pathways 3600 109th St. Urbandale, IA 50322 Pay by ACH: VisionBank 925 SE Gateway Dr. Grimes, IA 50111 Routing: 073905187 Account: 41003713 Account Name: IP Pathways LLC | Invoice Subtotal: | \$12,224.52 |
| | Sales Tax: | \$0.00 |
| | Invoice Total: | \$12,224.52 |
| | Payments: | \$0.00 |
| | Credits: | \$0.00 |
| | Balance Due: | \$12,224.52 |

APPROVED **DENIED**

Board Member Initials: AKH

Meeting Date: 10-22-24

Follow-up action: _____



AIA® Document A105® – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the 15th day of October in the year 2024
(In words, indicate day, month and year.)

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

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

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

Edge Companies
3155 SE Mische Drive
Suite 2
Grimes, IA 50111

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

Story County Attorney Office
Remodeling 2024

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

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

The Owner and Contractor agree as follows.

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

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

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENTS
- 5 INSURANCE
- 6 GENERAL PROVISIONS
- 7 OWNER
- 8 CONTRACTOR
- 9 ARCHITECT
- 10 CHANGES IN THE WORK
- 11 TIME
- 12 PAYMENTS AND COMPLETION
- 13 PROTECTION OF PERSONS AND PROPERTY
- 14 CORRECTION OF WORK
- 15 MISCELLANEOUS PROVISIONS
- 16 TERMINATION OF THE CONTRACT
- 17 OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

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

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

Drawings:

| Number | Title | Date |
|---------------------------|-------|------|
| See Attached Drawing List | | |

Specifications:

| Section | Title | Pages |
|--------------------------------|-------|-------|
| See Attached Table of Contents | | |

- .3 addenda prepared by the Architect as follows:

| Number | Date | Pages |
|--------|--------------------|-------|
| #1 | September 24, 2024 | 16 |

Init.

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

(Paragraphs deleted)

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

§ 2.2 Date of Commencement:

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

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

§ 2.3 Substantial Completion:

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

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

Not later than one hundred forty (140) calendar days from the date of commencement.

By the following date:

ARTICLE 3 CONTRACT SUM

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

Seven hundred seventy thousand four hundred and no/100 (\$ 770,400.00)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:
(Itemize the Contract Sum among the major portions of the Work.)

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

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

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

Replace Fire Alarm System: \$104,000.00

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

(Identify each allowance.)

| Item | Price |
|------|-------|
| None | |

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

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

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
| None | | |

ARTICLE 4 PAYMENTS

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

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

Payment is due 30 days after receiving Contractor's Application for Progress Payment .
5% retainage will be held from all payments made to Contractor.

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

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

1.5 % one and one half percent

ARTICLE 5 INSURANCE

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

See Attached Supplementary Conditions

The insurance identified herein are minimum requirements only and shall not be construed to limit Contractor's liability.

(Paragraphs deleted)

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

(Table deleted)

(Paragraphs deleted)

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

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

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

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

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

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

§ 6.2 The Work

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

§ 6.3 Intent

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

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

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

(Paragraphs deleted)

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

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

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

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

§ 7.2 Owner's Right to Stop the Work

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

§ 7.3 Owner's Right to Carry Out the Work

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

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

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

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

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

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

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

§ 8.2 Contractor's Construction Schedule

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

§ 8.3 Supervision and Construction Procedures

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

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

§ 8.4 Labor and Materials

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

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

§ 8.5 Warranty

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

§ 8.6 Taxes

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

§ 8.7 Permits, Fees and Notices

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

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

§ 8.8 Submittals

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

§ 8.9 Use of Site

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

§ 8.10 Cutting and Patching

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

Init.

§ 8.11 Cleaning Up

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

§ 8.12 Indemnification

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

ARTICLE 9 ARCHITECT

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

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

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

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

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

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

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

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

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

ARTICLE 10 CHANGES IN THE WORK

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

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such

authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

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

ARTICLE 11 TIME

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

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

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

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

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

§ 12.2 Applications for Payment

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

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

§ 12.3 Certificates for Payment

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

§ 12.4 Progress Payments

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

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

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

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

§ 12.5 Substantial Completion

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

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

§ 12.6 Final Completion and Final Payment

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

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

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

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

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

ARTICLE 14 CORRECTION OF WORK

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

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

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

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

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

§ 15.2 Tests and Inspections

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

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

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

§ 15.3 Governing Law

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

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

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

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

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

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

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

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

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

§ 16.3 Termination by the Owner for Convenience

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

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

This Agreement entered into as of the day and year first written above.
(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)


OWNER (Signature)
Lisa K. Heddens, Chair
(Printed name and title)

Jason Ceretti
CONTRACTOR (Signature)
Jason Ceretti, Partner
(Printed name and title)
LICENSE NO.: C104-144
JURISDICTION: Iowa

Init.

ARCHITECTURAL

- A0.0 TITLE SHEET
- A1.0 SITE PLAN
- A2.0 KEY PLANS
 - A2.1 1ST FLOOR - AREA 'A' DEMO PLAN
 - A2.2 1ST FLOOR - AREA 'A' NEW WORK PLAN
 - A2.3 1ST FLOOR AREA 'B' PLANS
 - A2.4 2ND FLOOR - AREA 'C' PLANS
 - A2.5 1ST FLOOR - AREA 'A' DEMO CEILING PLAN
 - A2.6 1ST FLOOR - AREA 'A' NEW WORK CEILING PLAN
 - A2.7 DETAIL PLANS/ELEVS/SECTS
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Mechanical, Electrical, Plumbing, Fire

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- 26 0519 LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES
- 26 0526 GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS
- 26 0529 HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS
- 26 0533.13 CONDUIT FOR ELECTRICAL SYSTEMS
- 26 0533.16 BOXES FOR ELECTRICAL SYSTEMS
- 26 0553 IDENTIFICATION FOR ELECTRICAL SYSTEMS
- 26 0583 WIRING CONNECTIONS

| | |
|---|---------------------------------|
| 26 0923 | LIGHTING CONTROL DEVICES |
| 26 2726 | WIRING DEVICES |
| 26 2816.16 | ENCLOSED SWITCHES |
| 26 5100 | INTERIOR LIGHTING |
| 26 5600 | EXTERIOR LIGHTING |
| DIVISION 27 - COMMUNICATIONS | |
| 27 1000 | STRUCTURED CABLING |
| DIVISION 28 - ELECTRONIC SAFETY AND SECURITY | |
| 28 4600 | FIRE DETECTION AND ALARM |

**SECTION 00 7300
SUPPLEMENTARY CONDITIONS**

PART 1 GENERAL

1.01 SUMMARY

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

1.02 MODIFICATIONS TO AIA A201

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

1.03 ADDITIONAL ARTICLE - DEFINITIONS

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

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF DOCUMENT

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared By: Leanne Harter, Story County Planning and Development, 900 6th Street, Nevada, IA 50201 (515) 382-7245

Please return to:
Planning & Development

STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER 25-31

SETTING DATE AND TIME FOR PUBLIC HEARING FOR OCTOBER 29, 2024, FOR
AMENDING THE URBAN RENEWAL PLAN – STORY COUNTY URBAN RENEWAL AREA

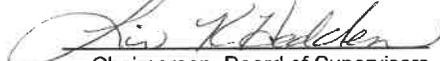
WHEREAS, the Board of Supervisors approved the *Urban Renewal Plan – Story County Urban Renewal Area* in November 2011, and amended in October 2013, September 2014, October 2015, May 2016, September 2016, June 2017, August 2017, August 2018, October 2019, and November 2020;

AND WHEREAS, the adopted *Story County, Iowa Economic Development Process and Policies* requires that any amendments to the Urban Renewal Area Plan be completed prior to November 1st annually.

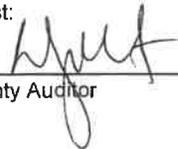
NOW THEREFORE BE IT RESOLVED that a public hearing date on this matter be held on the proposed amendments to the *Urban Renewal Plan – Story County Urban Renewal Area* on the 29th of October, 2024, at the Story County Administration Building, Nevada, Iowa, at 10 o'clock am; and the Board of Supervisors directs the Story County Planning and Development Department to post the proposed amendments on the Story County website.

IT IS FURTHER RESOLVED that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution upon its approval by the Board of Supervisors.

Dated this 22 day of October, 2024.


Chairperson, Board of Supervisors

Attest:


County Auditor

ROLL CALL FOR ALLOWANCE
Latifah Faisal Yea Nay Absent
Lisa Heddens Yea Nay Absent
Linda Murken Yea Nay Absent

ALLOWED BY VOTE OF BOARD
Yea 3 Nay 0 Absent 0


CHAIRPERSON Above tabulation made by 

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared By: Marcus Amman, Story County Planning and Development, 900 6th Street, Nevada, IA 50201 (515) 382-7245
Please Return to the Story County Planning & Development Department

Please return to:
Planning & Development

**STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NO. 25-30**

SETTING DATE AND TIME FOR PUBLIC HEARING FOR OCTOBER 29, 2024, FOR FIRST CONSIDERATION OF ORDINANCE NO. 321 AN ORDINANCE TO AMEND ORDINANCE NO. 274 (STANDARDS FOR ROAD IDENTIFICATION AND ADDRESS NUMBERING SYSTEM) BY RENAMING PORTIONS OF EXISTING AND NEW ROADWAYS.

WHEREAS, the Board of Supervisors approved the *Code of Ordinances of Story County, Iowa*, on May 21, 2013, and amended on May 29, 2018; and

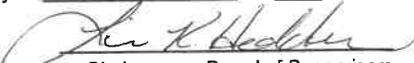
WHEREAS, Section 1.11 (2)(A) states a proposed ordinance shall be considered and receive a favorable vote for passage in accordance with Section 331.302 (6) of the Code of Iowa, as amended;

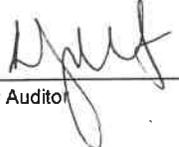
AND WHEREAS, Section 1.11 (2)(B) states the title of the proposed ordinance shall be published in accordance with Section 331.305 of the *Code of Iowa*, as amended, prior to its first consideration by the Board. Copies of the full text of the ordinance shall be made available to the public at the time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

NOW THEREFORE BE IT RESOLVED that a public hearing date on this matter be held on the proposed Ordinance No. 321 on the 29th day of October, 2024, in the Public Meeting Room of the Story County Administration Building, 900 6th Street 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.

IT IS FURTHER RESOLVED that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution upon its approval by the Board of Supervisors.

Dated this 22 day of October, 2024.


Chairperson, Board of Supervisors

Attest:

County Auditor

ROLL CALL
FOR ALLOWANCE

| | | | |
|-----------------------|---|------------------------------|---------------------------------|
| <u>Latifah Faisal</u> | Yea <input checked="" type="checkbox"/> | Nay <input type="checkbox"/> | Absent <input type="checkbox"/> |
| <u>Lisa Heddens</u> | Yea <input checked="" type="checkbox"/> | Nay <input type="checkbox"/> | Absent <input type="checkbox"/> |
| <u>Linda Murken</u> | Yea <input checked="" type="checkbox"/> | Nay <input type="checkbox"/> | Absent <input type="checkbox"/> |

ALLOWED BY VOTE
OF BOARD

Yea 3 Nay 0 Absent 0


CHAIRPERSON

Above tabulation made by J



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: October 22, 2024
 Re: Consideration of Bid Award and Construction Contract to HPC, LLC for Replacement of the McFarland Park Shop for \$765,000.00 and Authorize the Conservation Director, Michael Cox, to Sign the Contract.

Bids for replacement of the McFarland Park Maintenance Shop were opened on October 8 at the Story County Board of Supervisors meeting. Two bids were received.

| Contractor | Base Bid | Alternate |
|---------------|--------------|-------------|
| HPC, LLC | \$765,000.00 | \$57,000.00 |
| Renomads, LLC | \$992,000.00 | \$49,400.00 |

This replacement was designed to meet the minimum functional need. The engineers cost estimate was \$526,132.00. Our engineer has reviewed the bids and advises that they are correct and an accurate representation of market. There are no indicators that rebidding would result in a lower bid. The low bid exceeds available funding by \$391,700.00. The Conservation Board acted on the following options:

1. Recommend rejection of bids without rebidding.
2. Recommend rejection of bids and re-issue bid.
3. Recommend award of bid and fund the difference with Friends of Conservation Trust Fund (Trust Fund) and request additional support from the Board of Supervisors.

The Story County Conservation Board unanimously approved recommendation to award the bid to HPC LLC per Option #3. The Conservation Board approved spending the budget overage (\$391,700) from the Trust Fund, if the BOS does not contribute to the overage. The Conservation Board further requests the Story County Board of Supervisors to fund one half of the budget overage, or \$195,850.

Staff requests authorization for Michael Cox, Conservation Director, to sign the contract.


 Approval

Disapproval

10-22-24
 Date
 w/ conservation trust
 paying difference.

Date



Story County Planning and Development
Administration Building
900 6th Street, Nevada, Iowa 50201
Ph. 515-382-7245 www.storycountyiaowa.gov

Memorandum

DATE: October 22, 2024
TO: Story County Board of Supervisors
FROM: Andrea Wagner, Senior Planner, and Leanne Harter, Director
RE: Discussion and direction from the Board of Supervisors regarding a County-funded program to assist with weatherization repairs to manufactured homes in the unincorporated areas

As part of the implementation of the Housing Action Plan (HAP) that was adopted in 2022, members of the HAP committee have been working on tools under Strategy 5.b of the plan: "Establish and market homebuyer assistance programs, owner-occupied repair programs, neighborhood clean-ups, and local trades resources for home maintenance needs."

There are two tools under this strategy that the HAP committee feels could be implemented through a County-funded program to assist with repairs, particularly weatherization or energy efficiency repairs, to manufactured homes that are owner-occupied and located in the unincorporated areas of the County. These tools are:

Tool 5.b-b: Continue to provide funding for rehab programs for owner-occupied structures and help market existing programs.

Tool 5.b-f: Establish a program to preserve and maintain healthy and viable manufactured home parks.

The need for such a program is demonstrated by site visits that Planning and Development staff have made to manufactured housing communities, the responses we received to an October 2023 survey sent to residents in the four manufactured housing communities in the unincorporated area, as well as by gaps in eligibility in existing weatherization programs that are available through Mid-Iowa Community Action (MICA)/LIHEAP or other Housing and Urban Development (HUD) programs.

The HAP committee envisions the program being focused on replacement or repair of windows and doors, furnaces, water heaters, plumbing, and insulated skirting. At present, we are proposing a \$5,000 limit per owner-occupied unit, with a total of \$200,000 of funding through ARPA funds and/or the County's General Fund. We envision this to be a pilot program, with funding only available to those located in the unincorporated areas. Ideally, the program would be run through the Story County Housing Trust, who would hold the funding, as opposed to seeking reimbursement from the County.

The HAP committee's proposed eligibility criteria are that the manufactured home is owner-occupied, with an 80% Area Median Income Limit for the household (see Figure 1).

| 2024 HUD Area Median Income for Story County | | | |
|--|----------|----------|-----------|
| Household Size | 30% AMI | 50% AMI | 80% AMI |
| 1 | \$24,600 | \$40,950 | \$65,550 |
| 2 | \$28,100 | \$46,800 | \$74,900 |
| 3 | \$31,600 | \$52,650 | \$84,250 |
| 4 | \$35,100 | \$58,500 | \$93,600 |
| 5 | \$37,950 | \$63,200 | \$101,100 |
| 6 | \$41,960 | \$67,900 | \$108,600 |
| 7 | \$47,340 | \$72,550 | \$116,100 |
| 8 | \$52,720 | \$77,250 | \$123,550 |

Figure 1: Area Median Income Limits for Story County

If the program is well-used and there is a need for the program to extend to cities, i.e. requests from residents of manufactured housing communities inside city limits, then the County may work with those cities to identify how they can assist with funding the program.

Planning and Development staff, as members of the HAP committee, ask that the Board discuss the feasibility of a manufactured housing repair program, with repairs focused on weatherization and energy efficiency. The Board may also direct staff to bring forward a program for approval with the funding source determined.



**STORY COUNTY
BOARD OF SUPERVISORS**
LISA K. HEDDENS, Chair
LINDA MURKEN, Vice Chair
LATIFAH FAISAL, Supervisor

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

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Crystal Davis, County Outreach & Special Projects Manager
RE: Discussion and Direction on Amendment with City of Roland American Rescue Plan Act (ARPA) Agreement
DATE: October 22, 2024

The City of Roland is requesting the Board of Supervisors' consideration of modifying the approved project funded through ARPA funds as outlined in the information below. Based on the direction given by the Board to staff, the next steps would be to direct staff to develop an amendment to the agreement or put the request on a future item to take formal action to deny.

The request is to revise the project budget as follows:

1. Move \$50,000 from 1.0 Storm Sewer Upgrade line item to 2.0 Water Main Looping line item.

City of Roland indicates the Storm Sewer Upgrade project is coming in under budget and has room to move funds to Water Main Looping to complete the Water Main project, which has expenses coming in higher than previously budgeted for.

It is noted that a prior Amendment to City of Roland ARPA Agreement approved:
If the water main looping project is underbudget, the use of remaining funds in the Water Main Looping budget will be used towards water main replacement and lead service line replacement in the 200 block of N. Main St. This block has old 6- or 8-inch cast iron pipe and all of the services to buildings that have been found are made of lead. Lead poses significant health risks, especially to children, and would improve the safety of the water distribution system to remove.
City of Roland indicates the aforementioned water main replacement and lead service line replacement in the 200 block of N. Main St is to be included and completed with the proposed additional funds to the 2.0 Water Main Looping line item.

City of Roland indicates that even with the Storm Sewer Upgrade project showing under budget for expenses, they will still draw down all remaining funds to complete the project.

Please let us know if there are any questions.