

The Board of Supervisors met on 4/13/21 at 10:00 a.m. in the Story County Administration Building. Members present: Lisa Heddens, Latifah Faisal, and Linda Murken, with Heddens presiding. (all audio of meetings available at [storycountyia.gov](http://storycountyia.gov)). Heddens noted due to mitigation efforts the recommendations for social distancing in order to help slow the spread of the COVID-19 virus and limited space, the meeting will be provided via Zoom originating from the Story County Administration Building.

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

**BOYS & GIRLS CLUB OF STORY COUNTY:** Erika Peterson reported on challenges the past year: learning loss in lower income children, programs, numbers served, pandemic response; activity packets, club in the park, and grab & go bags.

**MINUTES:** 4/6/21 Minutes – Faisal moved, Murken seconded the approval of Minutes as presented. Roll call vote. (MCU)

**PERSONNEL ACTIONS:** 1) new hire, effective 4/15/21, in a) Sheriff's Office for Alexis Sonich @ \$1,678.40/bw; 2) pay adjustment, effective 4/11/21, in a) Auditor's Office for Brittany Spooner @ \$18.97/hr; b) Secondary Roads for Derek Kruger @ \$29.54/hr; c) Sheriff's Office for Matthew Bartos @ \$2,630.40/bw; Jordan Carman @ \$2,336.80/bw; Leanna Ellis @ \$3,981.41/bw; Jaime Johnson @ \$2,226.40/bw; Brian Tickle @ \$3,303.11/bw; 3) promotion in a) Sheriff's Office for Marilyn Mosinski @ \$2,766.71/bw; 4) pay adjustment, effective 4/25/21, in a) Auditor's Office for Stacey Massey @ \$18.23/hr; b) Facilities Management for Terri Loneman @ \$26.58/hr; c) Sheriff's Office for Jan Chance @ \$2,176.00/bw; Kathleen Origer @ \$2,033.60/bw; Thomas Slice @ \$2,504.80/bw; Rebecca Smith @ \$2,234.40/bw; Michael Wittrock @ \$1,946.40/bw. Murken moved, Faisal seconded the approval of Personnel Actions as presented. Roll call vote. (MCU)

**CLAIMS:** 4/15/21 Claims of \$687,991.84 (run date 4/9/21, 32 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from Central Iowa Drug Task Force (\$1,475.41), Holding Seized Funds (\$2,000.00), BooSt School Ready (\$19,107.03), BooSt Early Childhood (\$11,524.04), Emergency Management (\$651.63), E911 surcharge (\$27,465.25), County Assessor (\$1,770.56), Ames City Assessor (\$29,618.19), and Central Iowa Community Services (\$80,597.40).

Faisal moved, Murken seconded the approval of Claims as presented. Roll call vote. (MCU)

Murken moved, Faisal seconded the approval of Consent Agenda as presented.

1. Contract between Beverley Chance and Story County Conservation Board for campground attendant duties at Dakins Lake, effective 7/12/21-10/31/21
2. Renewal of Annual Folder Maintenance between Story County and InfoMax, effective 5/1/21-4/1/22, for \$550.02
3. Contract with Shive-Hattery for \$12,400.00 for signage design services for the Heart of Iowa Nature Trail (HOINT)
4. Order/Purchase of a new vehicle for the approved additional Deputy Sheriff position
5. Credit Application with Nilfisk, Inc.
6. Iowa Department of Transportation Agreement for County Bridge Federal Aid Swap Fund project no: BROS-SWAP-C085(162)—FE-85
7. Adopt-a-Road Application Renewal, effective 1/1/21-12/31/21 for the following: Great Western Bank on Lincoln Highway from 19<sup>th</sup> Street to 650<sup>th</sup> Avenue; Sigma Kappa Sorority on R38 (510<sup>th</sup> Avenue) from Zumwalt Station Road (250<sup>th</sup> Street) to 260<sup>th</sup> Street; Ames Golden K Kiwanis on 220<sup>th</sup> Street from 570<sup>th</sup> Avenue to 590<sup>th</sup> Avenue
8. Amendment #1 to Master License and Services Agreement between Homewav, LLC and Story County, adjusting the gross billable revenue to 5% and adding background filtering for inmate video visitation
9. Resolution #21-83, Setting the Date and Time for a Public Hearing for April 20, 2021 at 10:00 a.m., for the First Consideration of Ordinance No. 292, to Add Story County Code of Ordinances, Chapter 58 "Minimum Requirements for Tanning Facilities"

Roll call vote. (MCU)

**RESOLUTION #21-81, UN-COMMITMENT OF FUND BALANCE:** Lisa Markley, Assistant Auditor, reported on background information on the process; the County needs to un-commit funds for qualified Conservation projects. She identified qualifying the projects and purchases. General Fund dollars totaling \$328,696.00 will be un-committed for Heart of Iowa Nature Trail (HOINT), Skunk River Flats, and U.S. Army Corps of Engineers lands. Markley provided the remaining balance of committed funds. Murken moved, Faisal seconded the approval of Resolution #21-81, Un-Commitment of Fund Balance. Roll call vote. (MCU)

**DISCUSSION OF A UTILITY PERMIT REQUEST FROM THE CITY OF NEVADA FOR A TRUNK SEWER PIPE ALONG HIGHWAY S14 (620<sup>TH</sup> AVENUE):** Darren Moon, Engineer, provided background information and timeline of meetings and interactions with the City of Nevada regarding its proposal. Moon shared his concerns with the proposal, including legal issues, road purpose easements, rights of County residents, and traffic impact and safety. Discussion took place. Moon reported paving of South S Avenue is anticipated in the future due to the construction of additional residences. The project is not currently included in the five-year plan. He also spoke about the anticipated traffic increases on paved roads when the State closes at-grade crossings on Highway 30. Moon reviewed the letter he received from the City of Nevada in response to his concerns (on file at the Auditor's Office), and a proposed alternative route for the sewer. Ethan Anderson, Assistant County Attorney, reported on the *Code of Iowa*, and stated the Board has the authority to deny the permit request. Moon reported on additional issues with construction. Mike Roth, HR Green, City of Nevada Consulting Engineer, gave a presentation including the project overview, construction in four phases, timeline, and the process to date with the County Engineer and Story County Planning and Development (P&D). Roth reported the City has not yet formally submitted its utility permit for S14. Roth reported the proposal has always been anticipated to run along S14, and provided detail on boring and trenching, and the required clear zones on S14. In response to a question from Faisal regarding clear zones, Roth stated lane closure is the appropriate means during the day, and at night barriers are reasonable measures and standard practice. He reported on existing utilities. Faisal stated existing utilities benefit residents on the road. Murken stated rural residents will only benefit from the sewer if annexed into the City. Jordan Cook, City of Nevada Administrator, stated the City seeks a positive solution. Jeremy Riddle, Director of Public Works, asked about upgrading S14 right-of-way easements. Additional discussion took place.

Amelia Schoneneman, P&D Director, reported on Board of Adjustment action; it does not affect the Engineer's decision on permitting. Cook stated he will work with Moon. Moon reported on needed upgrades to S14.

Heddens recessed the Board at 12:40 p.m. for a short break; the Board reconvened at 12:45 p.m.

**AMENDMENTS TO THE CONTINUITY OF OPERATIONS PLAN/CONTINUITY OF GOVERNMENT (COOP/COG) PLAN, STORY COUNTY, IOWA (PORTIONS OF THE PLAN CONSIDERED CONFIDENTIAL UNDER CODE OF IOWA §21.5(1)(k))**: Leanne Harter, County Outreach and Special Projects Manager, reported on the recommended proposed revisions. Murken moved, Faisal seconded the approval of Amendments to the COOP/COG Plan, Story County, Iowa, as presented. Roll call vote. (MCU)

**AUTHORIZING ONE FULL-TIME CUSTODIAL/MAINTENANCE SUPERVISOR POSITION WITHIN FACILITIES MANAGEMENT TO BE FILLED IN FY22**: Joby Brogden, Facilities Management Director, reported the position is budgeted for FY22. The position allows for the direct supervision of seven second-shift custodial and maintenance workers. It will provide better accountability and is more efficient. Brogden requested approval. Faisal moved, Murken seconded the approval of Authorizing One Full-Time Custodial/Maintenance Supervisor Position within Facilities Management to be filled in FY22. Roll call vote. (MCU)

**JUSTICE CENTER GEOTHERMAL WELL FIELD CIRCULATING PUMP REPLACEMENT AND ASPHALT REPAIR, ESTIMATED COST \$28,185.00 (UN-BUDGETED, INSURANCE RESERVE)**: Joby Brogden, Facilities Management Director, reported on the repair and items to be replaced. Murken moved, Faisal seconded the approval of the Justice Center Geothermal Well Field Circulating Pump Replacement and Asphalt Repair, estimated cost \$28,185.00, to be paid from the insurance reserve. Roll call vote. (MCU)

**FY21 HEALTH INSURANCE RENEWAL**: Alissa Wignall, Internal Operations and Human Resources Director, reported on recommended changes: an increase in stop-loss insurance to \$75,000.00, offer only the \$1,000.00 deductible (unless required by a collective bargaining agreement), and increase health insurance premiums by 2.50%. Wignall provided reasoning for the recommendation. Faisal clarified the plans are not changing. Wignall stated they are the same. Faisal moved, Murken seconded the approval of FY22 Health Insurance Renewal and rates including increasing the individual stop-loss insurance to \$75,000.00, eliminating the \$500.00 deductible options on both the Alliance Select and Blue Choice plans (unless required by a collective bargaining agreement), continuing current employee and employer contribution rate percentages, and increasing health insurance premiums by 2.50%. Roll call vote. (MCU)

**ENGINEER**: Moon highlighted items from his submitted written report, including culverts, the current paint shortage, 13<sup>th</sup> Street, RISE application, City of Roland detour, and dust control.

**FY21 QUARTERLY FINANCIAL REPORT**: moved to the following week in the interest of time.

Murken moved, Faisal seconded to adjourn at 1:08 p.m. Roll call vote. (MCU)

Story County  
Board of Supervisors Meeting  
Agenda  
4/13/21

1. Originating From Administration Building, Story County Public Access Provided Via "Zoom" Meeting

SPECIAL NOTE TO THE PUBLIC: Due to recommendations to social distance in order to help slow the spread of the COVID-19 virus, the capacity of our meeting room is significantly limited. Therefore, public access to the meeting will be provided via Zoom.

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

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

Visit [HTTPS://WWW.ZOOM.US/](https://www.zoom.us/)

Click on "Join A Meeting" and use the Zoom Meeting ID 981 7092 0243 and Password 446094

**To join the meeting by telephone:**

Dial (312) 626-6799, then enter Webinar ID 981 7092 0243, Password 446094

Please visit [WWW.STORYCOUNTYIOWA.GOV/92/BOARD-OF-SUPERVISORS](http://WWW.STORYCOUNTYIOWA.GOV/92/BOARD-OF-SUPERVISORS)

for more information on how to participate in meetings of the Story County Board of Supervisors.

2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. STATEMENT EXPLAINING WHY A MEETING IN PERSON IS IMPOSSIBLE OR IMPRACTICAL, PER CODE SECTION 21.8.1
5. ADOPTION OF AGENDA:
6. PUBLIC COMMENT #1:  
This comment period is for the public to address topics on today's agenda
7. AGENCY REPORTS:
  - I. Boys & Girls Club Of Story County - Submitted Report

Department Submitting Auditor

Documents:

ANNUAL REPORT BG.PDF

8. CONSIDERATION OF MINUTES:
  - I. 4/6/21 Minutes

Department Submitting Auditor

9. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) new hire, effective 4/15/21, in a) Sheriff's Office for Alexis Sonich @ \$1,678.40/bw; 2) pay adjustment, effective 4/11/21, in a) Auditor's Office for Brittany Spooner @ \$18.97/hr; b) Secondary Roads for Derek Kruger @ \$29.54/hr; c) Sheriff's Office for Matthew Bartos @ \$2,630.40/bw; Jordan Carman @ \$2,336.80/bw; Leanna Ellis @ \$3,981.41/bw; Jaime Johnson @ \$2,226.40/bw; Brian Tickle @ \$3,303.11/bw; 3) promotion in a) Sheriff's Office for Marylin Mosinski @ \$2,766.71/bw; 4) pay adjustment, effective 4/25/21, in a) Auditor's Office for Stacey Massey @ \$18.23/hr; b) Facilities Management for Terri Loneman @ \$26.58/hr; c) Sheriff's Office for Jan Chance @ \$2,176.00/bw; Kathleen Origer @ \$2,033.60/bw; Thomas Slice @ \$2,504.80/bw; Rebecca Smith @ \$2,234.40/bw; Michael Wittrock @ \$1,946.40/bw.

Department Submitting HR

10. CONSIDERATION OF CLAIMS:

I. 4/15/21 Claims

Department Submitting Auditor

Documents:

CLAIMS 041521.PDF

11. CONSENT AGENDA:

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

I. Consideration Of Contract Between Beverley Chance And Story County Conservation Board For Campground Attendant Duties At Dakins Lake From 7/12/21-10/31/21

Department Submitting Conservation

Documents:

CAMPGROUND ATTENDANT CHANCE.PDF

II. Consideration Of Renewal Of Annual Folder Maintenance Between Story County And InfoMax Effective 5/1/21-4/1/22 For \$550.02

Department Submitting Auditor

Documents:

AUDITOR.PDF

III. Consideration Of Contract With Shive-Hattery For \$12,400.00 For Signage Design Services

Department Submitting Conservation

Documents:

HOINT WAYFINDING SIGNAGE DESIGN.PDF

IV. Consideration Of The Order/Purchase Of A New Vehicle For The Approved To Hire Additional Deputy Position

Department Submitting Sheriff

Documents:

NEW VEHICLE PURCHASE.PDF

V. Consideration Of Credit Application With Nilfisk, Inc. proprietary information

Department Submitting Sheriff

VI. Consideration Of Iowa Department Of Transportation Agreement For County Bridge Federal Aid Swap Fund Project No: BROS-SWAP-C085(162)—FE-85

Department Submitting Engineer

Documents:

BRIDGE SWAP AID 150TH SKUNK.PDF

VII. Consideration Of Adopt-A-Road Application Renewal Effective 1/1/2021-12/31/2021: (A) Great Western Bank On Lincoln Highway From 19th Street To 650th Ave; (B) Sigma Kappa Sorority On R38 From Zumwalt Station (250th)To 260th St.; (C) Ames Golden K Kiwanis On 220th St. From 570th Ave To 590th Ave

Department Submitting Engineer

Documents:

ADOPT A ROAD 21.PDF

VIII. Consideration Of Amendment No 1 To Master License And Services Agreement Between Homewav, LLC And Story County Adjusting The Gross Billable Revenue To 5% And Adding Background Filtering

Department Submitting Sheriff

Documents:

HOMEWAV.PDF

IX. Consideration Of Resolution #21-83, Setting The Date And Time For A Public Hearing For April 20, 2021 At 10:00 A.m., For The First Consideration Of Ordinance No. 292, To Add Story County Code Of Ordinances, Chapter 58 "Minimum Requirements For Tanning Facilities"

Department Submitting Environmental Health

Documents:

RESOLUTION 21 83.PDF

12. PUBLIC HEARING ITEMS:

13. ADDITIONAL ITEMS:

I. Consideration Of Resolution #21-81, Un-Commitment Of Fund Balance - Lisa Markley

Department Submitting Auditor

Documents:

RES 2181.PDF

II. Discussion Of Utility Permit Request From The City Of Nevada For A Trunk Sewer Pipe Along Hwy S14-Darren Moon

Department Submitting Engineer

Documents:

NEVADA TRUNK SEWER PIPE.PDF

III. Consideration Of Amendments To The Continuity Of Operations Plan/Continuity Of Government (COOP/COG) Plan Story County, Iowa (Portions Of The Plan Considered Confidential Under Iowa Code 21.5(K)) - Leanne Harter

Documents will be handed out because of confidentiality issues.

Department Submitting Board of Supervisors

IV. Discussion And Consideration Of Authorizing One Full Time Custodial/Maintenance Supervisor Position Within Facilities Management To Be Filled In FY22 – Joby Brogden And Alissa Wignall

Department Submitting Facilities Management

Documents:

CUSTODIAL MAINTENANCE SUPERVISOR REQUEST.PDF

V. Discussion And Consideration Of Justice Center Geothermal Well Field Circulating Pump Replacement And Asphalt Repair, Approximately For \$28,185.00 (Un-Budgeted, Insurance Reserve) - Joby Brogden

Department Submitting Facilities Management

Documents:

JUSTICE CENTER CIRCULATING PUMP REQUEST.PDF

VI. Discussion And Consideration Of FY22 Health Insurance Renewal And Increasing Stop Loss To \$75,000 - Alissa Wignall And Debbie Dean

Department Submitting Human Resources

Documents:

HEALTH INSURANCE FY22 LETTER.PDF  
FY22 HEALTH RENEWAL.PDF

14. DEPARTMENTAL REPORTS:

I. Engineer - Submitted Report

Department Submitting Auditor

Documents:

ENGINEER.PDF

15. OTHER REPORTS:

I. FY21 Quarterly Financial Report - Lisa Markley

Department Submitting Auditor

Documents:

QUARTERLY STORY COUNTY FINANCIAL REPORT FY21.PDF

16. UPCOMING AGENDA ITEMS:

17. PUBLIC FORUM #2:

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

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

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

4/13/21

NAME

ADDRESS

DARREN MOON

ENG.

Joby Brogden

Facilities

Jordan Cook

City of Nevada

MIKE ROTH

HR GREEN

JEREMY RYOL

City of Nevada

Ethan Anderson

SCAO

Kyle Best

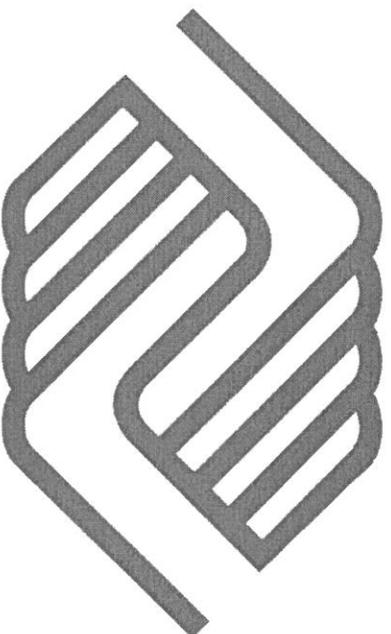
SCIT

Lyke Spence

732 J Ave. Nevada

Kenneth

Boys



**BOYS & GIRLS CLUBS**  
**OF STORY COUNTY**

**WHATEVER IT TAKES TO**  
**BUILD GREAT FUTURES**

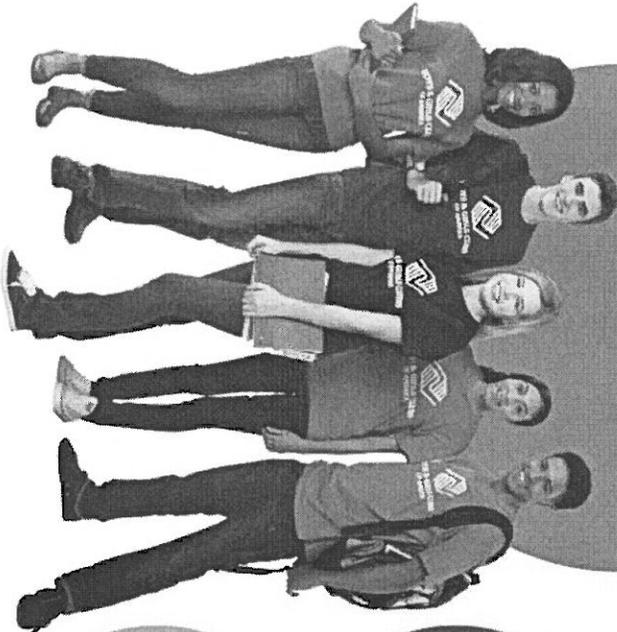
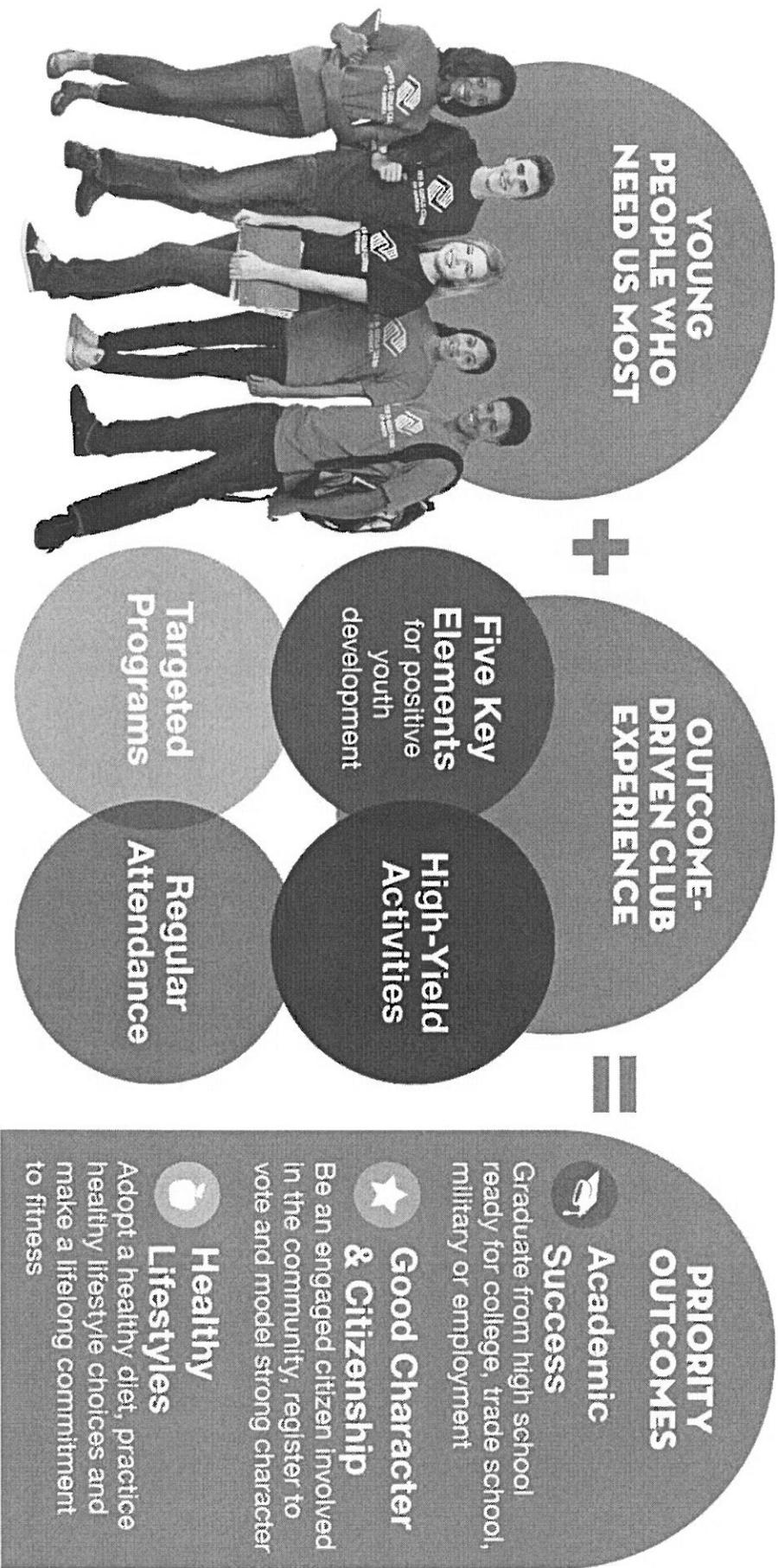
**2020 YEAR IN REVIEW**

# **CORONAVIRUS PANDEMIC**

- Youth out of school for over 5 months (Mar - Aug)
- Hybrid instruction for an 4+ months
- Projected loss of at least 12.4 months of learning for low income students (McKinsey & Company, <https://www.mckinsey.com/industries/public-and-social-sector/our-insights/covid-19-and-student-learning-in-the-united-states-the-hurt-could-last-a-lifetime>)
- Inadequate or no supervision when schools' in hybrid model
- Access to meals and other critical services reduced

**These obstacles threaten to  
increase the achievement gap and  
delay youth development**

# FORMULA FOR IMPACT



# CULTIVATING HOPE AND OPPORTUNITY SINCE 1963

## Demographics

- 451 youth served, ages 6-18
  - 31 in Nevada Program
- 51% Female; 49% Male
- 21% teens
- Ethnic/Race demographics
  - 23% african american
  - 4% asian/pacific islander
  - 51% caucasian
  - 8% latino/hispanic
  - 11% two or more
  - 3% unknown

# CULTIVATING HOPE AND OPPORTUNITY SINCE 1963

## **Program Statistics**

- Average Daily Attendance
  - School year – 33
  - Summer - 16
- 3,117 meals served
- 2,101 snacks served

## **Pandemic Response**

- Virtual programming (Mar-Jun)
  - Daily STEAM activities
- Weekly care kits (Mar-Aug)
  - 100+ children
- Summer Club (Jul-Aug)
- Club in the Park (Aug)
- Day Club (Sept - Dec)

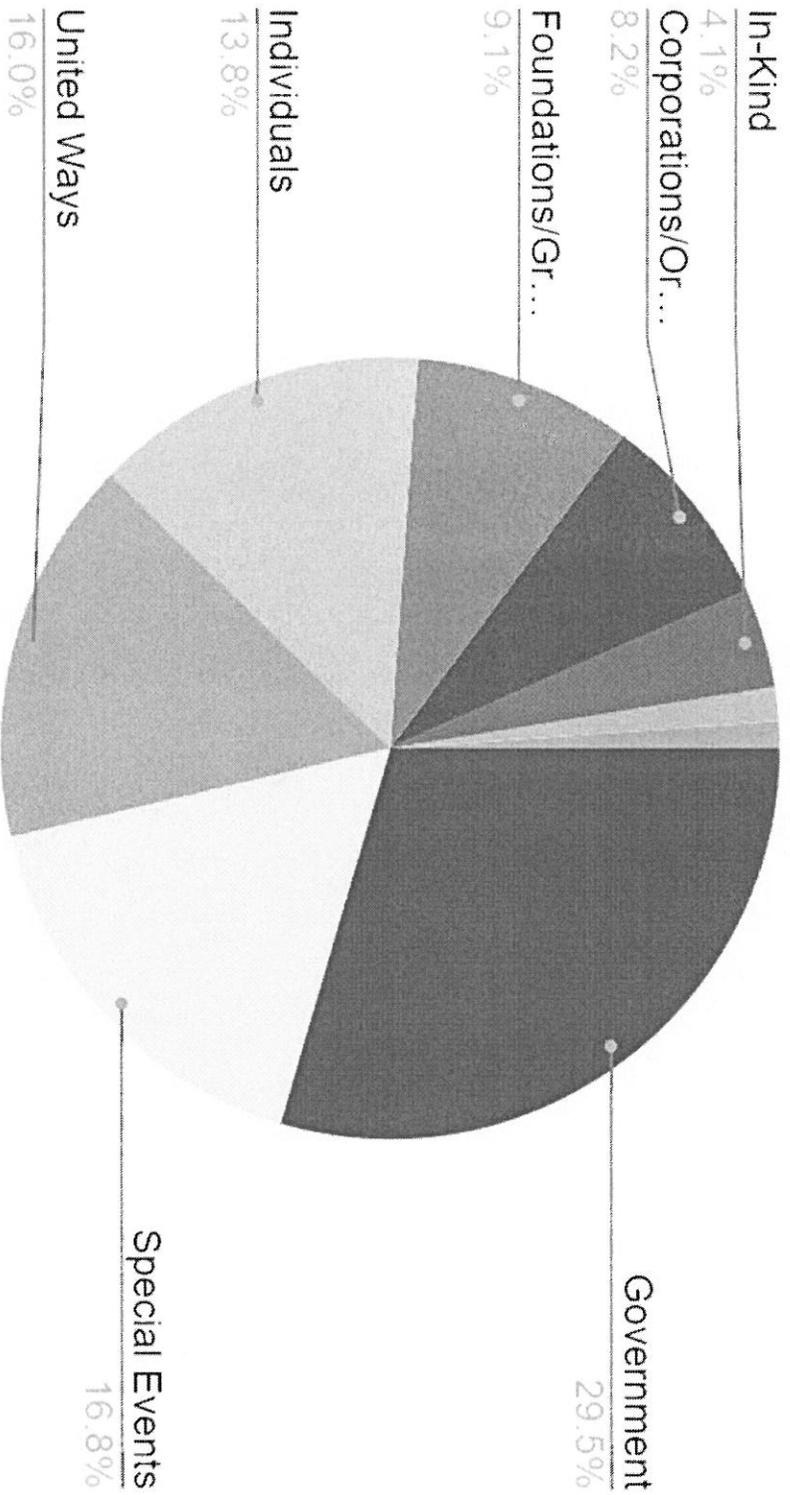
**CULTIVATING**  
**HOPE AND**  
**OPPORTUNITY**  
**SINCE 1963**

**FY20 Financials**

Revenue \$667,138

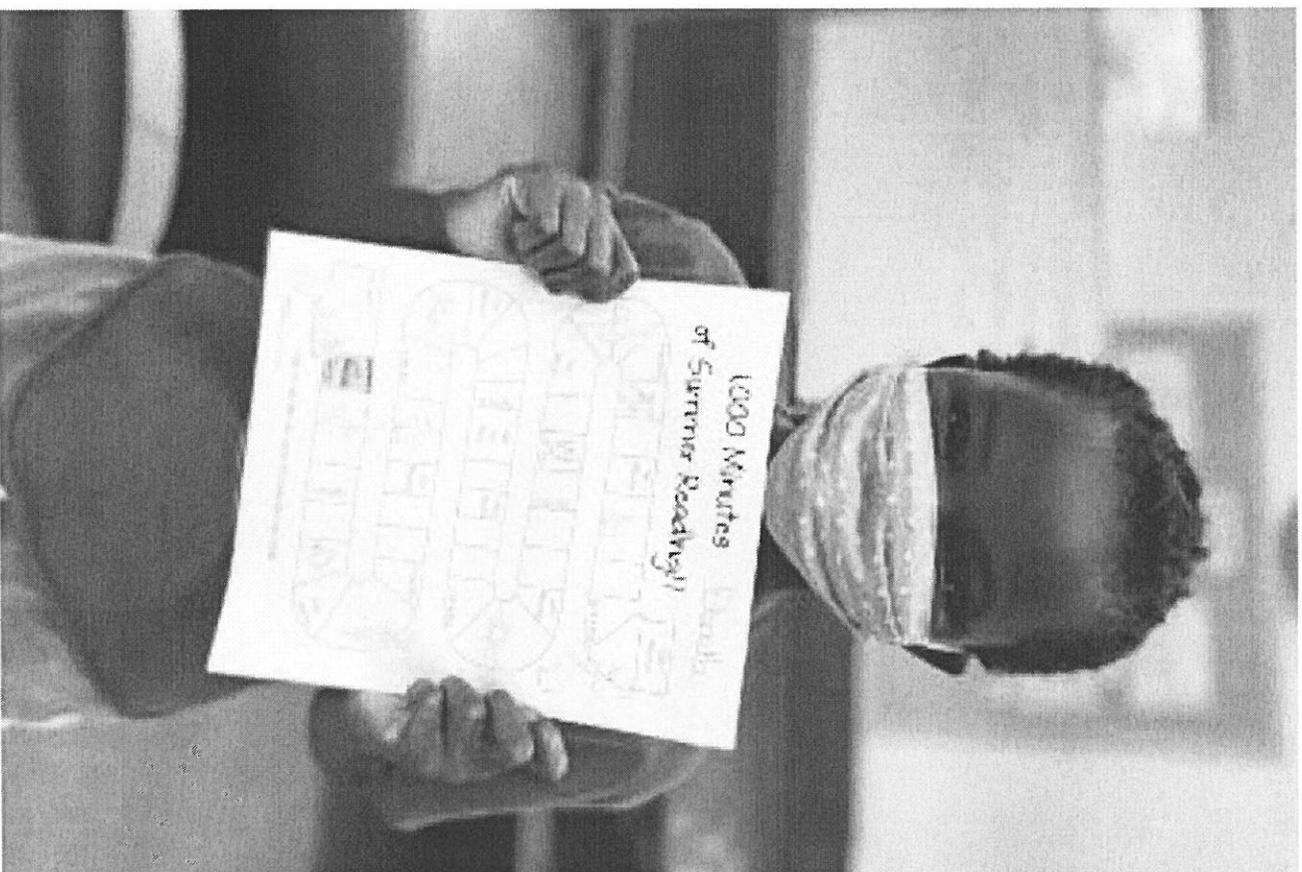
Expenses \$588,159

**REVENUE**



# ACADEMIC SUCCESS PROGRAMS

- STEM and Science club
- High Yield learning activities and tutoring
- Project-based literacy programs
- Financial Literacy
- Soil conservation
- Literacy tutoring
- Art club



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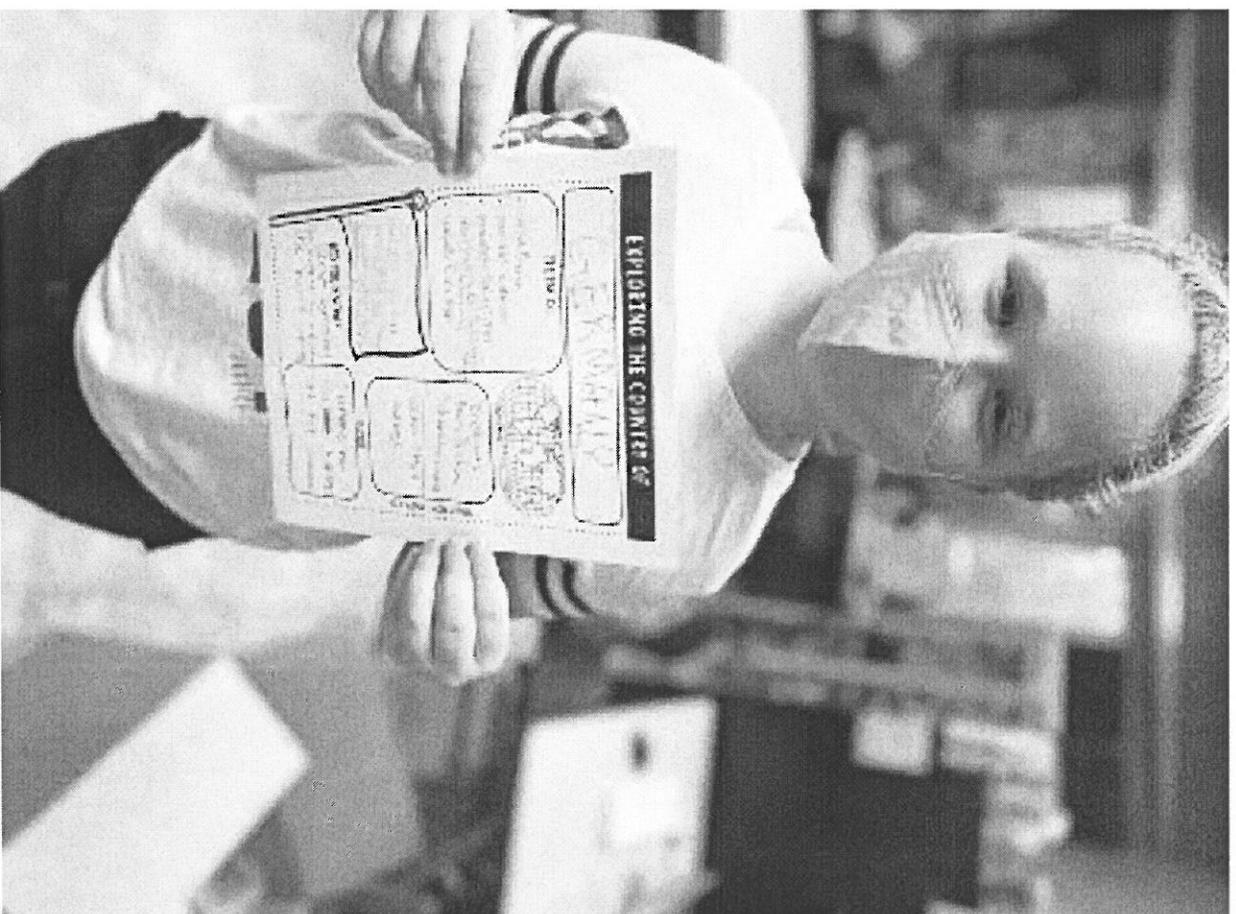
# HEALTHY LIFESTYLES

- Daily individual and large group fitness activities
- Tae Kwon Do
- Cooking club
- Gender-based programs promoting self-esteem, and avoidance of high-risk behaviors



# CHARACTER & CITIZENSHIP

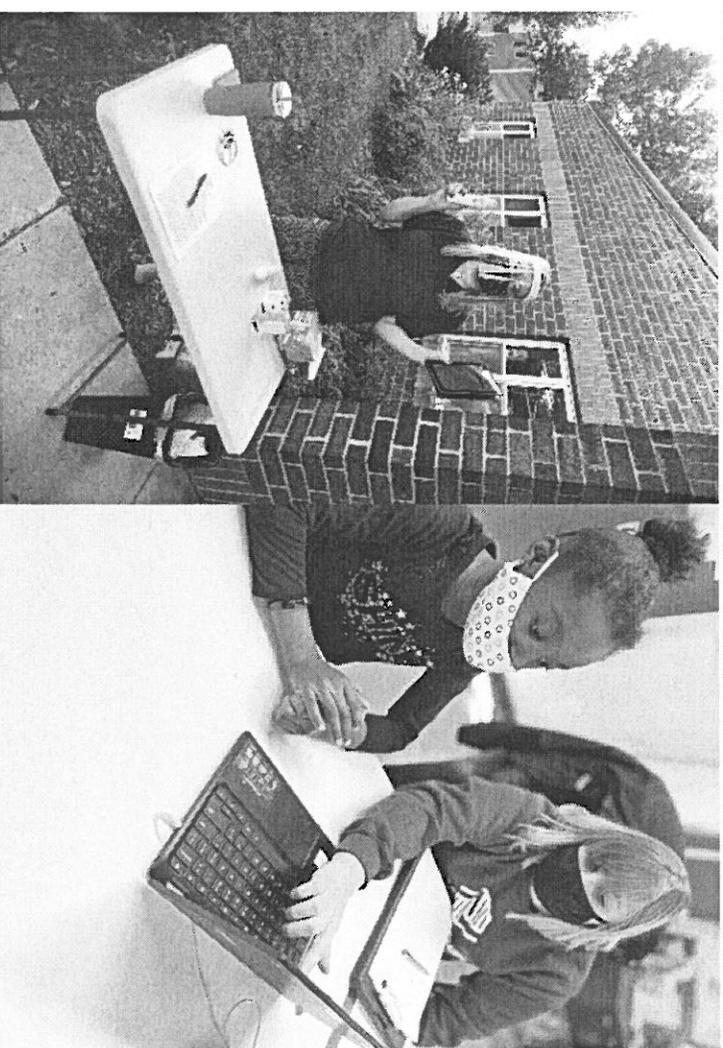
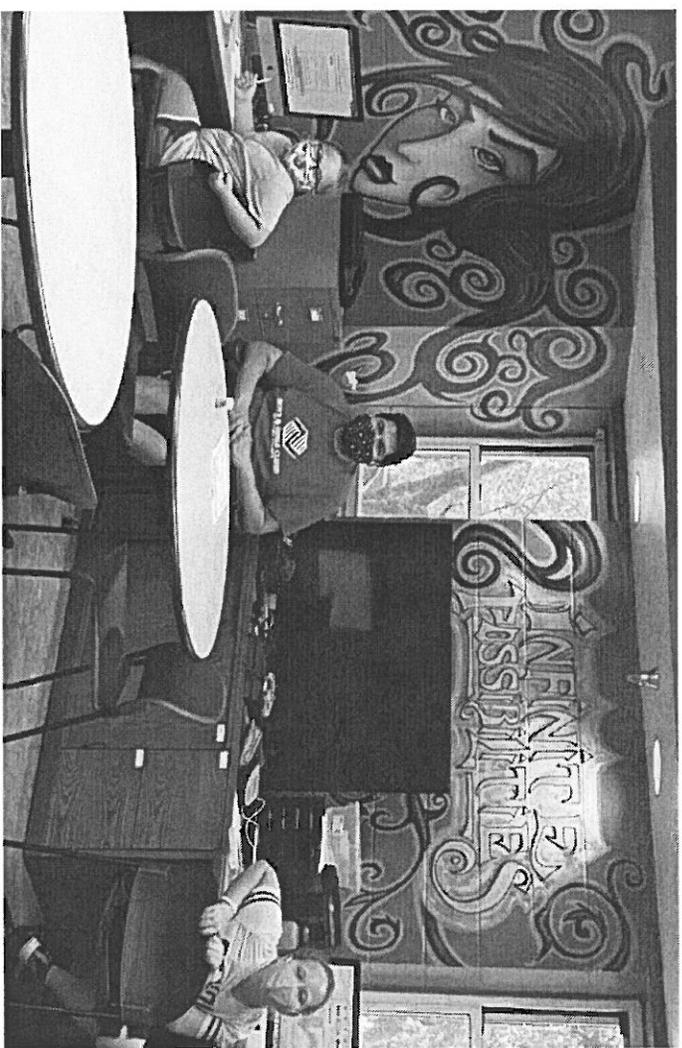
- Service to club and to community
- Youth of the month
- Youth of the year
- RICES values

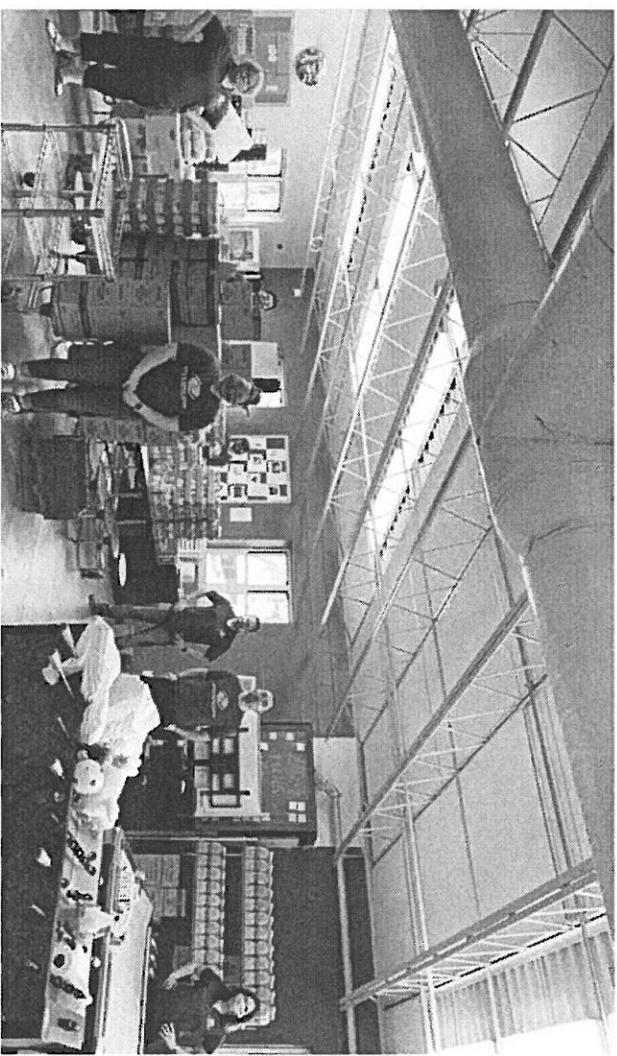




# SCHOOL YEAR 2020-2021

- Daily health screenings
- Masks
- Frequent sanitizing and handwashing
- Increased focus on academics, especially online learning support
- All day club at Ames while in hybrid or virtual models
- Added 3rd & 4th grade in Nevada





**TAKING HUNGER OUT OF  
THE EQUATION  
...LETS KIDS BE KIDS!**

**5,218 meals & snacks served  
2,688 grab & go food bags provided**

STORY COUNTY IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION NUMBER 21-83

**SETTING DATE AND TIME FOR PUBLIC HEARING FOR APRIL 20, 2021 AT 10:00 A.M. FOR THE FIRST CONSIDERATION OF ORDINANCE NO. 292 TO ADD CHAPTER 58 "MINIMUM REQUIREMENTS FOR TANNING FACILITIES" TO THE COUNTY CODE OF ORDINANCES. THAT WOULD ADOPT, IN ITS ENTIRETY, PUBLIC HEALTH (641) IAC CHAPTER 46, "MINIMUM REQUIREMENTS" FOR TANNING FACILITIES, AND ALSO PROHIBIT A PERSON UNDER AGE 18 FROM USING TANNING DEVICES AS DEFINED IN 641 IAC CHAPTER 46.**

**WHEREAS**, the Board of Supervisors approved the *Code of Ordinances of Story County, Iowa, on May 29, 2018*,

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

**AND WHEREAS**, as per Iowa Code 136D, the Iowa Department of Public Health (IDPH) shall issue permits for tanning facilities.

**AND WHEREAS**, on January 7, 2020, IDPH declared that they will no longer conduct routine inspections of tanning facilities, and stated that counties will need to establish local authority in order to conduct or enforce tanning inspections.

**AND WHEREAS**, the Story County Board of Health has recommended the Board of Supervisors consider adding Chapter 58 to the Code of Ordinances;

**NOW THEREFORE BE IT RESOLVED** that a public hearing date on this matter be held on the proposed Ordinance No. 292 on the 20<sup>th</sup> of April, 2021 via Zoom at 10:00 a.m. The Board of Supervisors directs the Environmental Health Department staff to place copies of the full text of the proposed ordinance with the Office of the County Auditor, and to post an electronic copy to the Environmental Health Department's website.

Dated this 13<sup>th</sup> day of April 2021.

  
\_\_\_\_\_  
Chairperson, Board of Supervisors

Attest:   
\_\_\_\_\_  
County Auditor

ROLL CALL	Lisa Heddens	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
FOR ALLOWANCE	Linda Murken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>
	Latifah A. Faisal	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>	Absent <input type="checkbox"/>

ALLOWED BY VOTE  
OF BOARD

Yea	<u>3</u>	Nay	<u>0</u>	Absent	<u>0</u>
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\_\_\_\_\_  
CHAIRPERSON

Above tabulation made by   
\_\_\_\_\_



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

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Memorandum

To: Story Board of Supervisors

Through: Michael D. Cox, Director

From: Danny Simcox, Park Ranger

Date: April 13, 2020

Re: Consideration of Contract between Beverley Chance and Story County Conservation Board for Campground Attendant duties at Dakins Lake from July 12 to October 31, 2021.

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The attached contract with Beverley Chance secures her services as Campground Attendant at Dakins Lake for the second half of the 2021 summer. This will be the fifth summer for Bev to serve as Campground Attendant. She is a long-time resident of the community and has an outstanding reputation with both the staff and park users.

Story County Conservation Board recommends your approval.

  
Approval

\_\_\_\_\_  
Disapproval

4-13-21  
Date

\_\_\_\_\_  
Date

**Dakins Lake Campground Attendant Contract**  
Story County Conservation Board  
56461 180<sup>th</sup> Street, Ames, IA 50010  
515-232-2516- FAX 515-232-6989

This Agreement is entered into between Beverley Chance, hereinafter called the Campground Attendant, and the Story County Conservation Board, hereinafter called the Department, and is effective on the date last signed below.

Whereas, the Department desires to hire a Campground Attendant for Dakins Lake;

Whereas, the Campground Attendant is prepared to and shall furnish Campground Attendant services;

Now therefore, the Department and the Campground Attendant do hereby mutually agree as follows:

1. The selected Campground Attendant is a hired person doing contracted labor. Wage for this labor shall be at the rate of \$240.00/week (paid bi-weekly). Campground Attendant shall log actual hours worked per week and shall not work more than 33 hours in one week. The only compensation paid or provided to Campground Attendant as provided in this Agreement and any other representation to the contrary is void.

The Campground Attendant will not be considered an agent or employee of Story County and will not be eligible for nor have any right to claim benefits, compensation, or damages from Story County.

2. The Campground Attendant will be provided a campsite (valued at \$17/night) within Dakins Lake for a period of 15 weeks commencing on Monday, July 12, 2021 and terminating on Sunday, October 31, 2021. Payment of camping fees for the time period shown above by the Campground Attendant will be waived by the Department in return for services rendered. Campground Attendant will be solely responsible for any necessary reporting to any taxing or similar entity of the benefit of receiving the campsite at no cost by virtue of this Agreement. If, for any reason, this Agreement terminates before the term indicated herein, Campground Attendant shall immediately vacate the campsite.
3. Actual daily scheduled service time will be arranged between the Campground Attendant and the Park Ranger. The Campground Attendant is expected to perform his/her duties daily. The Campground Attendant shall be willing and able to assist campers and the Department staff outside regular scheduled hours as needed.
4. A visible sign will be placed on the Campground Attendant's campsite by the Department designating said campsite as belonging to the Campground Attendant. Campsite occupants other than Campground Attendant must be approved in writing by Park Ranger.

5. The duties of the Campground Attendant will be those listed in the "Story County Conservation Department Campground Attendant Duties List." Those duties are incorporated herein by reference. By signing below, Campground Attendant acknowledges that he/she has reviewed the job description and asserts that he/she is ready, willing, and able to perform the associated job functions and duties during the term of this Agreement.

The contractor may, at their discretion and subject to Story County Conservation approval, employ such other person or persons as desired to assist required work under this contract. Any employee hired by the contractor will be at contractor's sole expense, and contractor shall assume all liability for any such person(s), including for workers compensation benefits or damage any such employee may do to county property or persons or property present on county owned land. Further, any such person will not be considered an agent or employee of Story County and will not be eligible for nor have any right to claim benefits, compensation, or damages from Story County. Contractor shall have the duty to notify the employee of the limits of Story County's liability and of contractor's duties to contractor's employee(s).

6. The Department, through its supervisor in charge of the area, shall decide all questions which may arise as to the quality, fitness, promptness, and acceptability of service provided by the Campground Attendant to the Department. The supervisor may void or cancel this Campground Attendant agreement by giving oral notice to the Campground Attendant and Director that the Agreement is terminated. That determination and decision shall be final and conclusive.
7. The Story County Conservation Board or the Campground Attendant may terminate this agreement at any time during the period covered by this agreement by giving 48 hours notice to the Park Ranger.

Signature: Beverley L. Chance      March 5, 2021  
Campground Attendant      Date

Signature: Craig A. Johnson      4/12/2021  
Chair, Story County Conservation Board      Date

Signature: Li Helle      4-13-21  
Chair, Story Co. Board of Supervisors      Date

PROFESSIONAL CONSULTANT SERVICES AGREEMENT

(Contracted Services)

Under the provision of Section 3401 of the Internal Revenue Code of 1954, an employer must withhold tax from all remuneration actually or constructively paid to an employee. This agreement covers professional services provided by Beverly Chance as an independent contractor. Beverly Chance assumes all responsibility for payroll taxes and required FOAB contributions.

In general, an individual who is subject to the control and direction of another only as to the results of their work, and not as the means by which it is accomplished, is an independent contractor and not an employee.

AGREEMENT

- NAME OF CONTRACTOR:** Beverley Chance
- MAILING ADDRESS:** 68239 110<sup>th</sup> St., Zearing, IA 50278
- BUSINESS PHONE NUMBER:** 515-291-5478
- 1. DESCRIPTION OF SERVICES:** Campground Attendant – cleaning, assisting campers, selling firewood
- 2. DATE(S):** July 12, 2021 – October 31, 2021
- 3. TIME(S):** As agreed upon with park ranger
- 4. LOCATION:** Dakins Lake – Zearing, Iowa
- 5. PROFESSIONAL FEES:** \$480.00 bi-weekly
- 6. SPECIAL CONDITIONS:** None

CERTIFICATION

I certify that I have read the above statement regarding the requirements of the IRS for an “independent contractor,” and I assume the responsibility for payroll and FOAB contributions. I agree to the conditions stated above for services provided by myself to Story County.

Signature Beverley L. Chance

Date March 5, 2021

Approved by [Signature]

Date 4-13-21

W-9 completed 3/8/2021

# Story County, Iowa

LUCY MARTIN, AUDITOR

V# 3232

IN ACCOUNT WITH (Claimant)

InfoMax

Address 1010 Illinois St

Des Moines, IA 50314-3047

INVOICE DATE	INVOICE NO.	DESCRIPTION	AMOUNT
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4/1/2021 AR571722

folder annual maintance 05/01/21-04/01/2022

Treasurer 60%

330.01

Auditor 40%

220.01

TOTAL CLAIM \$550.02

CLAIMANT SIGNATURE (if applicable)

DEPARTMENT APPROVAL

## FOR AUDITOR'S OFFICE USE ONLY

Claim No. \_\_\_\_\_

Check No. \_\_\_\_\_

Date Paid \_\_\_\_\_

APPROVED BY BOARD OF SUPERVISORS ON DATE \_\_\_\_\_

FUND NAME General Basic

CODE NO.

01000-09020-444-03 = 330.01

01000-08000-444-02 = 220.01

AMOUNT CLAIMED

\$550.02

**APPROVED** **DENIED**

Board Member Initials: SKH

Meeting Date: 4-13-21

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

\_\_\_\_\_



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

Memorandum

To: Story County Board of Supervisors  
Through: Michael D. Cox, Director  
From: Ryan Wiemold, Parks Superintendent  
Date: April 13, 2021  
Re: Consideration of Contract with Shive-Hattery for \$12,400.00 for Signage Design Services.

The attached professional services agreement with Shive-Hattery for design services for wayfinding signage and mapping and associated construction documents for the Heart of Iowa Nature Trail.

This scope of work will be used to develop the purchase of materials for transitional signage, trail wayfinding and maps for that trail users will use to navigate the HOINT and transition to the surrounding trails. These items are standard for developed multiuse recreational trails and will really make the paved sections of the HOINT a high-quality amenity for our community.

This contract is for \$12,400.00 and will be allocated out of the associated HOINT items from the FY21 budget.

The Story County Conservation Board Recommends your approval.



Approval

Disapproval

Date

Date

4-13-21

## ***PROFESSIONAL SERVICES AGREEMENT***

**ATTN:** Ryan Wiemold  
**CLIENT:** Story County Conservation Board  
McFarland Park  
56461 180th Street  
Ames, IA 50010-9451

**PROJECT:** Story CCB - Heart of Iowa Nature Trail Graphic Design

**PROJECT LOCATION:** Slater, IA

**DATE OF AGREEMENT:** March 18, 2021

### **PROJECT DESCRIPTION**

Story County Conservation is updating wayfinding signage along the Heart of Iowa Nature Trail. Recent trail paving is expected to increase usage on HOINT. Shive-Hattery will provide planning and graphic design services associated with wayfinding signage elements.

### **SCOPE OF SERVICES**

We will provide the following services for the project:

1. Heart of Iowa Nature Trail Wayfinding Signage
  - A. Prepare signage design and theme for wayfinding signage along the Heart of Iowa Nature Trail. The wayfinding design created for TELC will be used as a template. Fee is broken down into two sections: The signage along the paved section from Slater to Cambridge (approximately 10 installations), and the signage along the unpaved section from Cambridge to Collins (approximately 5 installations).
  - B. Review existing HOINT Logo and prepare options for a refreshed/updated logo
  - C. Provide joint site visit with SCC staff member to identify and flag planned locations for signage installations.
  - D. Refine client provided site specific wayfinding signage and deliver to Client for review.
    - i. Two (2) electronic drafts for review are anticipated.
  - E. Prepare a budget level cost opinion for signage procurement and installation.
  - F. Incorporate Client comments and prepare construction documents for use by SCC for public bidding. Documents to include electronic construction plans with specifications incorporated into plans Graphic Design artwork files will be prepared for distribution to contractors/fabricators. (The fees provided assume separate set of construction documents will be prepared for the paved and unpaved trail segments)
2. HOINT Trailhead Signage at Slater Arboretum
  - A. Develop a temporary trailhead sign to be utilized at the Slater trailhead until Central Iowa Trails Hub is installed.
  - B. Prepare graphic design of trailhead signage and mapping along with recommendations for size, fabrication material, and mounting. Deliver electronic files to client for review.
  - C. Incorporate client comments and finalize artwork for distribution to fabricator(s).



## CLIENT RESPONSIBILITIES

It will be your responsibility to provide the following:

1. Identify a Project Representative with full authority to act on behalf of the Client with respect to this project. The Client Project Representative shall render decisions in a timely manner in order to avoid delays of Shive-Hattery's services.
2. Legal, accounting, and insurance counseling services or other consultants, including geotechnical, or vendors that may be necessary. The Client shall coordinate these services with those services provided by Shive-Hattery.
3. Provide to Shive-Hattery any available drawings, survey plats, testing data and reports related to the project, either hard copy or electronic media. Electronic media is preferred.
4. Unless specifically included in the Scope of Services to be provided by Shive-Hattery, the Client shall furnish tests, inspections, permits and reports required by law, regulation or code including but not limited to hazardous materials, structural, mechanical, chemical, air pollution and water pollution tests.
5. Provide Shive-Hattery personnel access to the site as required.

## SCHEDULE

We will begin our services upon receipt of this Agreement executed by you which will serve as a notice to proceed.

- We will meet with you to develop a mutually agreed-upon schedule for the Scope of Services.

## COMPENSATION

Description	Fee Type	Fee	Estimated Expenses	Total
HOINT Wayfinding Signage – Paved Section	Hourly	\$6,850	Included	\$6,850
HOINT Wayfinding Signage - Unpaved Section	Hourly	\$3,200	Included	\$3,200
HOINT Trailhead sign at Slater Arboretum	Hourly	\$2,350	Included	\$2,350
<b>TOTAL</b>				<b>\$12,400</b>

### Fee Types:

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

### Expenses:

- Included - For Hourly Fee Types, expenses will be reimbursed in accordance with our Reimbursable Expense Fee Schedule in effect at the time that the expense is incurred.

The terms of this proposal are valid for 30 days from the date of this proposal.

## ADDITIONAL SERVICES

The following are additional services you may require for your project. We can provide these services, but they are not part of this proposal at this time.

1. Construction documents to be used for public bidding and contractor installation of signage.
2. Rounds of revisions more than those noted above.

## OTHER TERMS

### STANDARD TERMS AND CONDITIONS

Copyright © Shive-Hattery June 2020

#### **PARTIES**

"S-H" or "Shive-Hattery" shall mean Shive-Hattery, Inc. or Shive-Hattery A/E Services, P.C. or Studio951 a Division of Shive-Hattery or EPOCH a Division of Shive-Hattery or Shive-Hattery New Jersey, Inc. and "CLIENT" shall mean the person or entity executing this Agreement with "S-H."

#### **LIMITATION OF LIABILITY AND WAIVER OF CERTAIN DAMAGES**

The CLIENT agrees, to the fullest extent of the law, to limit the liability of S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, to the CLIENT and any person or entity claiming by or through the CLIENT, for any and all claims, damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, experts' fees, or any other legal costs, in any way related to the Project or Agreement from any cause(s) to an amount that shall not exceed the compensation received by S-H under the agreement or fifty thousand dollars (\$50,000), whichever is greater. The parties intend that this limitation of liability apply to any and all liability or cause of action, claim, theory of recovery, or remedy however alleged or arising, including but not limited to negligence, errors or omissions, strict liability, breach of contract or warranty, express, implied or equitable indemnity and all other claims, which except for the limitation of liability above, the CLIENT waives.

CLIENT hereby releases S-H, its officers, directors, shareholders, employees, agents, subconsultants, affiliated companies, and any of them, and none shall be liable to the CLIENT for consequential, special, exemplary, punitive, indirect or incidental losses or damages, including but not limited to loss of use, loss of product, cost of capital, loss of goodwill, lost revenues or loss of profit, interruption of business, down time costs, loss of data, cost of cover, or governmental penalties or fines.

#### **INDEMNIFICATION**

Subject to the limitation of liability in this Agreement, S-H agrees to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors, shareholders, employees, contractors, subcontractors and consultants against all claims, damages, liabilities, losses or costs, including reasonable attorneys' fees, experts' fees, or other legal costs to the extent caused by S-H's negligent performance of service under this Agreement and that of its officers, directors, shareholders, and employees.

The CLIENT agrees to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants, and affiliated companies against all damages, liabilities, losses, costs, and expenses including reasonable attorneys' fees, expert's fees, and any other legal costs to the extent caused by the acts or omissions of the CLIENT, its employees, agents, contractors, subcontractors, consultants or anyone for whom the CLIENT is legally liable.

#### **HAZARDOUS MATERIALS - INDEMNIFICATION**

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify, and hold S-H, its officers, directors, shareholders, employees, agents, consultants and affiliated companies, and any of them harmless from and against any and all claims, liabilities, losses, costs, or expenses including reasonable attorney's fees, experts' fees and any other legal costs (including without limitation damages to property, injuries or death to persons, fines, or penalties), arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acids, alkalies, toxic chemicals, liquids, gases, polychlorinated biphenyl, petroleum contaminants spores, biological toxins, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not.

## **STANDARD OF CARE**

Services provided by S-H under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances on projects of similar size, complexity, and geographic location as that of the Project. Nothing in this Agreement is intended to create, nor shall it be construed to create, a fiduciary duty owed by either party to the other party.

## **BETTERMENT**

The CLIENT recognizes and expects that certain change orders may be required to be issued as the result in whole or part of imprecision, incompleteness, omissions, ambiguities, or inconsistencies in S-H's drawings, specifications, and other design, bidding or construction documentation furnished by S-H or in other professional services performed or furnished by S-H under this Agreement (herein after in this Betterment section referred to as S-H Documentation). If a required item or component of the Project is omitted from S-H's Documentation, the CLIENT is responsible for paying all costs required to add such item or component to the extent that such item or component would have been required and included in the original S-H Documentation. In no event will S-H be responsible for costs or expense that provides betterment or upgrades or enhances the value of the Project.

## **RIGHT OF ENTRY**

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-H and for all necessary equipment. While S-H shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damages may occur, the cost of correction of which is not a part of this Agreement.

## **PAYMENT**

Unless otherwise provided herein, invoices will be prepared in accordance with S-H's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If the CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-H shall bear interest due from the date of mailing at the lesser interest rate of 1.5% per month compounded or the maximum interest rate allowed by law. In the event that S-H files or takes any action, or incurs any costs, for the collection of amounts due it from the client, S-H shall be entitled to recover its entire cost for attorney fees and other collection expenses related to the collection of amounts due it under this Agreement. Any failure to comply with this term shall be grounds for a default termination.

## **TERMINATION**

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for the convenience of either party or terminated by S-H for the default of the CLIENT, then S-H shall be paid for services performed to the termination effective date, including reimbursable expenses due, and termination expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-H and S-H does not cure the default, then S-H shall be paid for services performed to the termination notice date, including reimbursable expenses due, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses. Termination expenses shall include expenses reasonably incurred by S-H in connection with the termination of the Agreement or services, including, but not limited to, closing out Project records, termination of subconsultants and other persons or entities whose services were retained for the Project, and all other expenses directly resulting from the termination.

## **INFORMATION PROVIDED BY OTHERS**

S-H shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-H such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-H shall be entitled to rely upon the accuracy and completeness thereof. The CLIENT recognizes that it is difficult for S-H to assure the accuracy, completeness and sufficiency of such client-furnished information, either because it is provided by others or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them, from and against any and all claims, liabilities, losses, costs, expenses (including reasonable attorneys' fees, experts' fees, and any other legal costs) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT.

## **UNDERGROUND UTILITIES**

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-H or its subcontractors. S-H will use the standard of care defined in this Agreement in providing this service. The information that S-H must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-H, its officers, directors, shareholders, employees agents, subconsultants, affiliated companies, and any of them for all claims, losses, costs and damages arising out of the location of underground utilities provided or any information related to underground utilities by S-H under this Agreement.

## **CONTRACTOR MATTERS**

CLIENT agrees that S-H shall not be responsible for the acts or omissions of the CLIENT's contractor, or subcontractors, their employees, agents, consultants, suppliers or arising from contractor's or subcontractors' work, their employees, agents, consultants, suppliers or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-H under this Agreement. S-H shall not have responsibility for means, methods, techniques, sequences, and progress of construction of the contractor, subcontractors, agents, employees, agents, consultants, or other entities. In addition, CLIENT agrees that S-H is not responsible for safety at the project site and that safety during construction is for the CLIENT to address in the contract between the CLIENT and contractor.

## **SHOP DRAWING REVIEW**

If, as part of this Agreement S-H reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-H, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor. S-H's review shall be conducted with reasonable promptness while allowing sufficient time in S-H's judgment to permit adequate review. Review of a specific item shall not indicate that S-H has reviewed the entire assembly of which the item is a component. S-H shall not be responsible for any deviations from the contract documents not brought to the attention of S-H in writing by the Contractor. S-H shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

## **OPINIONS OF PROBABLE COST**

If, as part of this Agreement S-H is providing opinions of probable construction cost, the CLIENT understands that S-H has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-H's opinions of probable construction costs are to be made on the basis of S-H's qualifications and experience. S-H makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

## **CONSTRUCTION OBSERVATION**

If, as part of this Agreement S-H is providing construction observation services, S-H shall visit the project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractors' work and to determine if the work is proceeding in general accordance with the Contract Documents. Unless otherwise specified in the Agreement, the CLIENT has not retained S-H to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-H does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, its subcontractors, employees, agents, consultants, suppliers or any other entities furnishing materials or performing any work on the project.

S-H shall advise the CLIENT if S-H observes that the contractor is not performing in general conformance of Contract Documents. CLIENT shall determine if work of contractor should be stopped to resolve any problems.

## **OTHER SERVICES**

The CLIENT may direct S-H to provide other services including, but not limited to, any additional services identified in S-H's proposal. If S-H agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-H to provide these services. Compensation for such services shall be at S-H's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

## **OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE**

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-H as instruments of service shall remain the property of S-H. The CLIENT shall not reuse or make any modifications to the plans and specifications without the prior written authorization of S-H. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless S-H its officers, directors, shareholders, employees, agents, subconsultants and affiliated companies, and any of them from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the CLIENT or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT without the written authorization of S-H.

## **DISPUTE RESOLUTION**

If a dispute arises between S-H and CLIENT, the executives of the parties having authority to resolve the dispute shall meet within thirty (30) days of the notification of the dispute to resolve the dispute. If the dispute is not resolved within such thirty (30) day time period, CLIENT and S-H agree to submit to non-binding mediation prior to commencement of any litigation and that non-binding mediation is a precondition to any litigation. Any costs incurred directly for a mediator, shall be shared equally between the parties involved in the mediation.

### **EXCUSABLE EVENTS**

S-H shall not be responsible or liable to CLIENT or CLIENT's contractors, consultants, or other agents for any of the following events or circumstances, or the resulting delay in S-H's services, additional costs and expenses in S-H's performance of its services, or other effects in S-H's services, stemming in whole or part from such events and circumstances (collectively, "Excusable Events" or, singularly, an "Excusable Event"): a change in law, building code or applicable standards; actions or inactions by a governmental authority; the presence or encounter of hazardous or toxic materials on the Project; war (declared or undeclared) or other armed conflict; terrorism; sabotage; vandalism; riot or other civil disturbance; blockade or embargos; explosion; abnormal weather; unanticipated or unknown site conditions; epidemic or pandemic (including but not limited to COVID-19), delays or other effects arising from government-mandated or government-recommended quarantines, closure of business, access, or travel; strike or labor dispute, lockout, work slowdown or stoppage; accident; act of God; failure of any governmental or other regulatory authority to act in a timely manner; acts or omissions by CLIENT or by any CLIENT's contractors, consultants or agents of any level on the project (including, without limitation, failure of the CLIENT to furnish timely information or approve or disapprove of S-H's services or work product promptly, delays in the work caused by CLIENT, CLIENT's suspension, breach or default of this Agreement, or delays caused by faulty performance by the CLIENT or by CLIENT's contractors, consultants, or agents of any level); or any delays or events outside the reasonable control of S-H. When an Excusable Event occurs, the CLIENT agrees S-H is not responsible for any actual or claimed damages incurred by CLIENT or CLIENT's contractors, consultants, or agents, S-H shall not be deemed to be in default of this Agreement, and S-H shall be entitled to a change order to equitably increase and extend S-H's time for performance of its services, as well as equitably increase the contract sum to compensate S-H for its increased labor, expenses, and other costs to perform its services, due to the Excusable Event.

### **ASSIGNMENT**

Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

### **SEVERABILITY, SURVIVAL AND WAIVER**

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-H shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

### **GOVERNING LAW**

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-H office address written in this Agreement.

### **EQUAL EMPLOYMENT OPPORTUNITY**

It is the policy of S-H to provide equal employment opportunities for all. S-H enforces the following acts and amendments as presented by Federal government or State governments: Title VII of the Civil Rights Act of 1965, Age Discrimination in Employment ACT (ADEA), Americans With Disabilities Act (ADA), Iowa Civil Rights Act of 1965, and Illinois Human Rights Act [ 775ILCS 5]. S-H will not discriminate against any employee or applicant because of race, creed, color, religion, sex, national origin, gender identity, sexual orientation, marital status, ancestry, veteran status, or physical or mental handicap, unless related to performance of the job with or without accommodation.

### **COMPLETE AGREEMENT**

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-H and supersedes all prior negotiations, representations and agreements, whether oral or written. In the event the CLIENT issues a Purchase Order of which this Agreement becomes a part, or the CLIENT and S-H otherwise execute or enter into a contract into which this Agreement is incorporated, the parties expressly agree that, to the extent the terms of this Agreement conflict with or are otherwise inconsistent with such Purchase Order, or any other contract, this Agreement shall supersede and override the terms of the aforementioned documents, and this Agreement shall solely govern in those regards.

### **ACCEPTANCE**

Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The CLIENT representative accepting this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the CLIENT.

**AGREEMENT**

This proposal shall become the Agreement for Services when accepted by both parties. Wet signatures, digital signatures, electronic signatures or acceptance communicated by mail or e-mail from one party to another, are deemed acceptable for binding the parties to the Agreement. The Client representative signing this Agreement warrants that he or she is authorized to enter into this Agreement on behalf of the Client.

Thank you for considering this proposal. We look forward to working with you. If you have any questions concerning this proposal, please contact us.

Sincerely,  
SHIVE-HATTERY, INC.

  
Luke Monat, PE  
Manager  
lmonat@shive-hattery.com

  
Mike Lanning Project  
Graphic Designer  
mlanning@shive-hattery.com

---

**AGREEMENT ACCEPTED AND SERVICES AUTHORIZED TO PROCEED**

**CLIENT:** Story County Conservation Board

**BY:**  **TITLE:** SCCB Chair  
(signature)

**PRINTED NAME:** Craig Meyers **DATE ACCEPTED:** 04/12/2021

**CC:** Patrick Shehan

Story County Board of Supervisors

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

**PRINTED NAME:** Lisa K Heddens **DATE ACCEPTED:** 4-13-21

## STANDARD HOURLY FEE SCHEDULE

### Effective January 1, 2021 to December 31, 2021

**PROFESSIONAL STAFF:**

Grade 1	\$ 92.00
Grade 2	\$111.00
Grade 3	\$124.00
Grade 4	\$138.00
Grade 5	\$153.00
Grade 6	\$166.00
Grade 7	\$180.00
Grade 8	\$198.00
Grade 9	\$215.00

**TECHNICAL STAFF:**

Grade 1	\$ 64.00
Grade 2	\$ 80.00
Grade 3	\$ 90.00
Grade 4	\$ 97.00
Grade 5	\$110.00
Grade 6	\$125.00
Grade 7	\$141.00

**ADMIN STAFF:** \$ 63.00

**SURVEY STAFF:**

One Person	\$140.00
Two Person	\$218.00
One Person with ATV	\$165.00
Two Person with ATV	\$243.00
Drone Surveyor (Video or Photogrammetry)	\$175.00
Drone Surveyor (Thermography)	\$325.00
Drone Processing	\$130.00
Hydrographic Survey Crew (Two Person)	\$284.00
Scanning Surveyor	\$180.00
Surveyor with Two Scanners	\$257.00

**REIMBURSABLE EXPENSES:****TRAVEL**

Mileage- Car/Truck	\$0.56/ Mile
Mileage- Survey Trucks	\$0.66/ Mile
Lodging, Meals	Cost + 10%
Airfare	Cost + 10%
Car Rental	Cost + 10%

**OUTSIDE SERVICES**

Aerial Photogrammetry	Cost + 10%
Professional Services	Cost + 10%
Prints/Plots/Photos	Cost + 10%

**IN-HOUSE SERVICES****Prints/Plots:**

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

**Color Prints:**

Letter Size	\$ 1.00
Legal Size	\$ 2.00



# Sheriff's Office

Story County

**PAUL H. FITZGERALD, Sheriff**



Emergency 911 • Office: 515-382-6566 • Fax #: 515-382-7479 • 1315 S. B Ave. Nevada, Iowa 50201

To: Board of Supervisors  
 Lisa Heddens, Chairperson  
 Latifah Faisal  
 Linda Murken

From: Sheriff Paul H. Fitzgerald *Fitz*

Date: April 5, 2021

Reference: New Vehicle – Approved Additional Deputy Sheriff Hire

.....

During the March 16, 2021 Board of Supervisor meeting, I requested and it was approved to hire the additional deputy position in May 2021, if the candidate is certified, or after June 20, 2021 if not certified. Due to the length of time it takes to receive bids for new vehicles, order the vehicle, and outfit the vehicle, I am moving forward with the order/purchase of the new vehicle for said position.

A normal timeline for the ordering of new vehicles is approximately four (4) months. In all reality, the vehicle would be purchased with fiscal year 2021/2022 funds; however, if there is not a four (4) month wait for the vehicle, it may be paid out of fiscal year 2020/2021 funds. The equipment installation costs would be paid out of fiscal year 2021/2022.

**APPROVED**      **DENIED**

Board Member Initials: AKH

Meeting Date: 4-13-21

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

\_\_\_\_\_

\_\_\_\_\_

**IOWA DEPARTMENT OF TRANSPORTATION  
AGREEMENT FOR COUNTY BRIDGE FEDERAL-AID SWAP FUNDING**

COUNTY: Story

PROJECT NO.: BROS-SWAP-C085(162)—FE-85

AGREEMENT NO.: 1-21-HBP-SWAP-008

This is an agreement between the County of Story, Iowa (hereinafter referred to as the Recipient) and the Iowa Department of Transportation (hereinafter referred to as the Department), for funding through the Federal-aid Swap County Highway Bridge Program (HBP) under 761 Iowa Administrative Code (IAC) Chapter 161.

The parties agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out this agreement.
2. All notices required under this agreement shall be in writing to the Department and the Recipient's contact person. The Department's contact persons shall be the Local Systems Project Development Engineer, Christy VanBuskirk, and Central Region Local Systems Field Engineer, Brian J. Catus. The Recipient's contact person shall be the County Engineer.
3. The Recipient shall be responsible for the development and completion of the following bridge project:
  - A. FHWA Structure Number: 316250
  - B. Location: On 150<sup>th</sup> Street over Skunk River
  - C. Preliminary Estimated Total Eligible Costs: \$1,000,000
4. The eligible project construction limits shall include the bridge plus grading and paving to reach a "touchdown point" determined by the Department. Eligible project costs include only costs associated with construction within the eligible project construction limits.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environment or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. 100% of the eligible construction project costs incurred after the effective date of this agreement shall be paid from Federal-aid Swap County HBP funds. The Recipient shall pay 100% of the non-eligible project costs. Reimbursed costs will be limited to Federal-aid Swap County HBP funds that are made available to counties through the HBP Funds outlined in 761 Iowa Administrative Code, Chapter 161 and Local Systems Instructional Memorandum (I.M.) 1.100.
7. The Recipient shall conduct project development and implementation in compliance with applicable laws, ordinances, and administrative rules. For projects which also include Farm-to-Market funds, the Recipient shall follow all administrative and contracting procedures required for Farm-to-Market projects.
8. The project shall be let to contract within 3 years of the date this agreement is approved by the Department. If not, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the Recipient at least 30 days prior to the 3-year deadline.
9. The Recipient shall pay for all project costs not reimbursed with Federal-aid Swap County HBP funds.
10. If any part of this agreement is found to be void and unenforceable then the remaining provisions of this agreement shall remain in effect.
11. This agreement is not assignable without the prior written consent of the Department.

12. It is the intent of both parties that no third party beneficiary be created by this agreement.
13. This agreement and the attached Exhibit 1 constitute the entire agreement between the Department and the Recipient. No representations, promises, or warranties have been made by either party that are not fully expressed in this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement which shall be effective only upon written acceptance of the Department and the Recipient.

---

**IN WITNESS WHEREOF**, each of the parties hereto has executed this agreement as of the date shown opposite its signature below.

---

**County Signature Block**

This agreement was approved by official action of the Story County Board of Supervisors in official session on the 13<sup>th</sup> day of April, 2021.

  
\_\_\_\_\_  
County Auditor

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

---

**IOWA DEPARTMENT OF TRANSPORTATION  
Highway Administration**

By \_\_\_\_\_ Date \_\_\_\_\_, 20\_\_\_\_  
Brian J. Catus, P.E.  
Local Systems Field Engineer  
Central Region

Recommended for approval by:

  
\_\_\_\_\_  
Darren R. Moon, P.E.      4-7-21      Date

## EXHIBIT 1

### General Agreement Provisions for use of Federal-aid Swap Funds on Non-primary Projects

Unless otherwise specified in this agreement, the Recipient shall be responsible for the following:

#### 1. General Requirements.

- a. The Recipient shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the Recipient, the Department has provided guidance in the Instructional Memorandums to Local Public Agencies (I.M.s), available on-line at: [https://iowadot.gov/local\\_systems/publications/im/lpa\\_ims](https://iowadot.gov/local_systems/publications/im/lpa_ims). The Recipient shall follow the applicable procedures and guidelines contained in the I.M.s in effect at the time project activities are conducted.
- b. In accordance with Iowa Code Chapter 216 and associated subsequent nondiscrimination laws and regulations, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
- c. The Recipient shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When pedestrian facilities are constructed, reconstructed, or altered, the Recipient shall make such facilities compliant with the ADA and Section 504.
- d. The Recipient agrees to indemnify, defend, and hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and acceptance process, plan and construction reviews, and funding participation.
- e. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the Department shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the Department to appropriate funds sufficient to allow the Department to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Department to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Department in its sole discretion; or 3) If the Department's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The Department shall provide the Recipient with written notice of termination pursuant to this section.

#### 2. Programming

- a. The Recipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Recipient shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the Department, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, funds cannot be obligated.
- b. Before beginning any work for which funding reimbursement will be requested, the Recipient shall submit a written request for acceptance to the Department. The Department will notify the Recipient when acceptance is granted. The cost of work performed prior to acceptance will not be reimbursed. The turning in of plans for letting by the Department's administering bureau shall be considered acceptance for construction. The Department will notify the Recipient when acceptance is granted.

#### 3. Design and Consultant Services

- a. The Recipient shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the Department in the Guide and applicable I.M.s.

**4. Environmental Requirements and other Agreements or Permits.**

- a. The Recipient shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the Department, or other agencies as required. The Recipient shall follow the applicable procedures in the Instructional Memorandums to Local Public Agencies Table of Contents, Chapter 4 – Environmental Regulations.

**5. Right-of-Way, Railroads, and Utilities.**

- a. The Recipient shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the Department's Right of Way Bureau Local Public Agency Manual. The Recipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Recipient shall obtain agreements, easements, or permits as needed from the railroad. The Recipient shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way.
- c. The Recipient shall obtain agreements from utility companies as needed. The Recipient shall comply with the "Policy for Accommodating Utilities on the County and City a Non-Primary Federal-aid Road System" for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the Recipient shall follow the Department's "Policy for Accommodating and Adjustment of Utilities on the Primary Road System" The Recipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

**6. Contract Procurement.**

- a. The following provisions apply only to projects involving physical construction or improvements to transportation facilities:
- b. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer or architect, as applicable, licensed in the State of Iowa.
- c. The Recipient shall be responsible for the following:
  - i. Prepare and submit the PS&E and other contract documents to the Department for review and acceptance in accordance with I.M. 3.700, Check and Final Plans and I.M. 3.500, Bridge or Culvert Plans, as applicable.
  - ii. The contract documents shall use the Department's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the Recipient for individual construction items shall be approved by the Department.
  - iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received; make a decision to either award a contract to the lowest responsive bidder or reject all bids; and if a contract is awarded, execute the contract documents and return to Department.

Note: The Department may not be able to allow a project to be let in the scheduled letting due to possible issues with cash flow availability.

- d. The Recipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 5.050, Project Development Certification Instructions. The project will not be turned in for bid letting until the Department has reviewed and accepted the Project Development Certification.
- e. If the Recipient is a city, the Recipient shall comply with the public hearing requirements of the Iowa Code section 26.12.

- f. The Recipient shall not provide the contractor with notice to proceed until after receiving written notice that the Department has concurred in the contract award.

**7. Construction.**

- a. The Recipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities. The Recipient's engineer shall at all times be responsible for inspection of the project.
- b. A full-time employee of the Recipient shall serve as the person in responsible charge of the project. For cities that do not have any full time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the Department.
- c. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. Proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as needed.
- d. The project shall be constructed under the Department's Standard Specifications for Highway and Bridge Construction and the Recipient shall comply with the procedures and responsibilities for materials testing according to the Department's Materials I.M.s. Available on-line at: <https://www.iowadot.gov/erl/index.html>.
- e. If the Department provides any materials testing services to the Recipient, the Department will bill the Recipient for such testing services according to its normal policy as per Materials I.M. 103.

**8. Reimbursements.**

- a. The Recipient will be initially responsible for all project costs. After costs have been incurred, the Recipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least semi-annually but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the Department by August 1, if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Recipient, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. The Department will reimburse the Recipient for properly documented and certified claims for eligible project costs. The Department may withhold up to 5% of the total funds available for the project. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final review or audit selected by the Administering Bureau, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final review is complete and after the Recipient has provided all required paperwork, the Department will release the funds withheld.
- e. The total funds collected by the Recipient for this project shall not exceed the total project costs. The total funds collected shall include any funds received; for example, Federal funds not received through FHWA, any special assessments made by the Recipient (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the Recipient do exceed the total project costs, the Recipient shall either:
  - i. in the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
  - ii. refund to the Department all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds.

**9. Project Close-out.**

- a. Acceptance of the completed construction shall be with the concurrence of the Department. Within 30 days of completion of construction or other activities authorized by this agreement, the Recipient shall provide written notification to the Department. The Recipient shall follow and request a final review, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures may result in loss of funds and the ability to let future projects through the Department; reimbursed funds shall be returned and a possible suspension may be placed on the Recipient from receiving funds from the Department on future projects until the Recipient has demonstrated responsible management of funds on roadway projects.
- b. For construction projects, the Recipient shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of funds shall be made only after the Department accepts the project as complete.
- d. The Recipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Recipient shall also make this documentation available at all reasonable times for review by the Department. Copies of this documentation shall be furnished by the Recipient if requested. Such documentation shall be retained for at least 3 years from the date of the Department's signature of the Department's Final Payment Form (Form 830436) or the bottom part of the Certificate of Completion and Final Acceptance of Agreement Work (Form 640003).
- e. The Recipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department.

Permit Number 21-01  
Road Name Lincoln Hwy

SPONSOR:

Great Western Bank

Name of Sponsor (Organization, Group or Individual)

404 Lincoln Highway Nevada, IA 50201

Mailing Address (Street, P.O. Box, City, State, Zip Code)

Robin Lewis 915 21<sup>st</sup> St. Boone, IA 50030 (515) 290-6925

Name of Contact Person

Address

Phone #

Description of the road for which application is being made. Lincoln Highway  
79th Street to 650th Ave.

A sketch noting the location must accompany the application.

Number of miles requested for litter removal 1.5 miles

Approval is hereby requested to enter the County highway right-of-way to perform litter removal on the above described road/roads.

Story County reserves the right to terminate this agreement and remove the Adopt-A-Road signs when in the sole judgment of the County it is found that the sponsor(s) has not met the terms and conditions of this agreement.

This agreement shall remain in force from January 1, 2021, until December 31, 2021

Robin Lewis  
Applicant

03/30/2021  
Date

STORY COUNTY APPROVAL

David Miller  
County Engineer

4-11-21

Date

Scott Holter  
Chair, Story County Board of Supervisors

4-13-21

Date

The following tentative dates are for the clean up of our Adopt A Road Project. I know that if the date does not work, an alternate date will be given to the Engineer's Office prior to the clean up.

Spring clean up date \_\_\_\_\_

Fall clean up date \_\_\_\_\_

STORY COUNTY  
837 N Avenue  
Nevada, IA 50201  
515-382-7355

Email: [engineerweb@storycountyia.gov](mailto:engineerweb@storycountyia.gov)

APPLICATION RENEWAL FOR STORY COUNTY  
ADOPT-A-ROAD LITTER REMOVAL PROGRAM

Permit Number: 1997-02  
Road Name: R38

SPONSOR

Sigma Kappa Sorority Number of Volunteers: 100  
Name of Sponsor (Organization, Group or Individual)

233 Gray Avenue  
Mailing Address (Street, P.O. Box, City, State, Zip Code)

Foundation Chair 233 Gray Ave. Ames 319-480-9221 sigkopvpps1874@gmail.com  
Contact Person Address Phone # Email

Description of the road for which application is being made:  
R38 from Zumwalt Station (250th) south to 260th

Number of miles requested for litter removal: 1.0

Approval is hereby requested to enter the County highway right-of-way to perform litter removal on the above described road/roads.

Story County reserves the right to terminate this agreement and remove the Adopt-A-Road signs when in the sole judgment of the County it is found that the sponsor(s) has not met the terms and conditions of this agreement.

This agreement shall remain in force from January 1, 2021 until December 31, 2021.

[Signature] 3/24/2021  
Applicant Date

STORY COUNTY APPROVAL

[Signature] 4-1-21  
County Engineer Date

[Signature] 4-13-21  
Chair, Story County Board of Supervisors Date

The following tentative dates are for your Adopt-A-Road Project location. Alternate date(s) are required to the Engineer's Office prior to clean up date noted date(s) are not used.

Spring clean-up date will be April 14<sup>th</sup> and 15<sup>th</sup> Fall clean-up will be: September 15<sup>th</sup> and 16<sup>th</sup>

STORY COUNTY

837 N Avenue

Nevada, IA 50201

515-382-7355

Email: engineerweb@storycountyia.gov

APPLICATION RENEWAL FOR STORY COUNTY  
ADOPT-A-ROAD LITTER REMOVAL PROGRAM

Permit Number: 2000-02

Road Name: 220th Street

SPONSOR:

Ames Golden K Kiwanis

Number of Volunteers: 15-18

Name of Sponsor (Organization, Group or Individual)

2207 McKinley Ct

Mailing Address (Street, P.O. Box, City, State, Zip Code)

Mark Lohafer

515-460-3364

Gene Pollmann

~~515-232-7532~~ Cypackbum@aol.com

Contact Person

Address

Phone #

Email

515-233-3436

Description of the road for which application is being made:

220th Street from 570th Ave to 590th Ave

Number of miles requested for litter removal: 2.0

Approval is hereby requested to enter the County highway right-of-way to perform litter removal on the above described road/roads.

Story County reserves the right to terminate this agreement and remove the Adopt-A-Road signs when in the sole judgment of the County it is found that the sponsor(s) has not met the terms and conditions of this agreement.

This agreement shall remain in force from January 1, 2021 until December 31, 2021.

Mark E Lohafer

Applicant

3/29/2021

Date

STORY COUNTY APPROVAL

*[Signature]*

County Engineer

4-7-21

Date

*[Signature]*

Chair, Story County Board of Supervisors

4-13-21

Date

The following tentative dates are for your Adopt-A-Road Project location. Alternate date(s) are required to the Engineer's Office prior to clean up date noted date(s) are not used.

Spring clean-up date will be

Fall clean-up will be:

\_\_\_\_\_



**AMENDMENT NO. 1 TO MASTER LICENSE AND SERVICES AGREEMENT  
BETWEEN HOMEWAV, LLC AND STORY COUNTY (IA)**

THIS AMENDMENT is made and entered into this 13<sup>th</sup> day of April 2021, between Story County, IA through its authorized representative (the "County") and HomeWAV, LLC, a Delaware limited liability company ("HomeWAV").

WHEREAS HomeWAV, LLC and the County are parties to the certain Master License and Services Agreement dated as of December 16th, 2020 ("MLSA").

WHEREAS the parties mutually agree to amend the contract to reflect the new information as to the terms of the Agreement.

NOW, THEREFORE, the parties hereto, intending to be legally bound, hereby do agree to the following amendment:

1. Revenue Sharing. The County's share of the Gross Billable Revenue ("GBR") from the usage of the System installed in the Facility shall be adjusted to 5%.
2. Additional Services Provided. HomeWAV shall provide its Background Filtering add-on on all HomeWAV kiosks.
3. Terms of Original Agreement. All other terms and conditions of the MLSA not modified in this amendment shall remain in full force and effect and be considered incorporated herein as part of the amended agreement.

IN WITNESS WHEREOF, this amendment has been executed and delivered as of the date set forth in the caption above.

HomeWAV, LLC

By: \_\_\_\_\_  
Name: John Best  
Title: President

Story County (IA)

By:   
Name: Lisa Heddens  
Title: Story County Board of Supervisors, Chairperson

**RESOLUTION NO. 21-81**

**UN-COMMITMENT OF FUND BALANCE**

WHEREAS Resolution No 17-36 committed funds intended to offset conservation impacts to Story County, and

WHEREAS Resolution No 19-23 un-committed funds, and

WHEREAS Resolution No 19-69 un-committed funds, and

WHEREAS Resolution No 20-08 un-committed funds, and

WHEREAS Resolution No 20-84 un-committed funds, and

WHEREAS Resolution No 20-110 un-committed funds, and

WHEREAS the Story County Conservation Board and the Story County Board of Supervisors have identified projects/purchases that qualify, and

WHEREAS, it is desired to un-commit an amount for use of fund balances for certain purposes, in accordance with the Governmental Accounting Standards Board (GASB) 54 instructions,

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

**UN-COMMIT:**

General funds in the amount of \$328,696 shall be un-committed for HOINT, Skunk River Flats, and US Army Corp lands

Approved this 13th day of April, 2021

  
Chairperson, Board of Supervisors

Attest:   
County Auditor

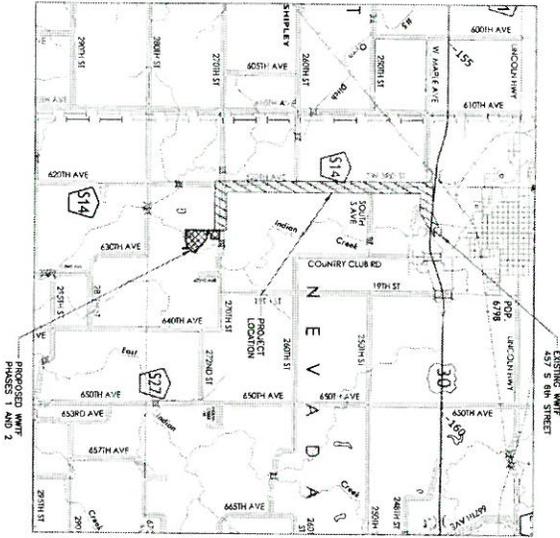
ROLL CALL	Lisa Heddens	Yea ✓	Nay	Absent
FOR ALLOWANCE	Latifah Faisal	Yea ✓	Nay	Absent
	Linda Murken	Yea ✓	Nay	Absent

ALLOWED BY VOTE  
OF BOARD    Yea 3    Nay 0    Absent 0

 Above tabulation made by   
CHAIRPERSON

**APPROVED**  
**REVISED**  
**PHASE 3**  
**LIFT STATION AND TRUNK SEWER**  
**CITY OF NEVADA**  
**NEVADA, IOWA**  
**2021**

VICINITY MAP



CERTIFICATION

<p><b>MICHAEL J. ROTH</b>          LICENSED PROFESSIONAL ENGINEER          License Number: 1824          My license expires on 11/30/2022.          My license was renewed on 11/30/2021.          0 SHEETS AND 0 SHEETS</p>	<p><b>DANIEL J. HARRISON</b>          LICENSED PROFESSIONAL ENGINEER          License Number: 2287          My license expires on 11/30/2022.          My license was renewed on 11/30/2021.          0 SHEETS AND 0 SHEETS</p>
<p><b>ANDREW V. VENZKE</b>          LICENSED PROFESSIONAL ENGINEER          License Number: 1938          My license expires on 11/30/2022.          My license was renewed on 11/30/2021.          0 SHEETS AND 0 SHEETS</p>	<p><b>DAWN R. ZAINE</b>          LICENSED PROFESSIONAL ENGINEER          License Number: 1808          My license expires on 11/30/2022.          My license was renewed on 11/30/2021.          0 SHEETS AND 0 SHEETS</p>
<p><b>GREGORY P. SCHNEIDER</b>          LICENSED PROFESSIONAL ENGINEER          License Number: 0970          My license expires on 11/30/2022.          My license was renewed on 11/30/2021.          0 SHEETS AND 0 SHEETS</p>	<p><b>DANIEL J. OUZIER</b>          LICENSED PROFESSIONAL ENGINEER          License Number: 2828          My license expires on 11/30/2022.          My license was renewed on 11/30/2021.          0 SHEETS AND 0 SHEETS</p>
<p><b>DOUGLAS A. SALLWIN</b>          LICENSED PROFESSIONAL ENGINEER          License Number: 1588          My license expires on 11/30/2022.          My license was renewed on 11/30/2021.          0 SHEETS AND 0 SHEETS</p>	<p><b>DANIEL J. OUZIER</b>          LICENSED PROFESSIONAL ENGINEER          License Number: 2828          My license expires on 11/30/2022.          My license was renewed on 11/30/2021.          0 SHEETS AND 0 SHEETS</p>



5525 MERLE HAY ROAD, SUITE 200 | JOHNSTON, IOWA 50131  
 Phone: 515.278.2913 | Toll Free: 800.728.7805 | Fax: 515.278.1846 | HRGreen.com

DRAWN BY: JH  
 APPROVED DATE: 03/08/2021  
 CAD DATE: 2/11/2021 10:26:05 AM  
 CAD FILE: A:\2021\PROJECTS\NEVADA\WWT\WWT\COVER SHEET.dwg

NO. DATE BY REVISION DESCRIPTION  
 HRGreen.com  
 HRGreen.com  
 NEVADA WWT IMPROVEMENTS - PHASE 3  
 CITY OF NEVADA  
 NEVADA, IOWA  
 GENERAL COVER SHEET  
 SHEET NO. G.001

PRELIMINARY  
 NOT FOR CONSTRUCTION



# STORY COUNTY

## Facilities Management

**JOBY BROGDEN**  
Director  
515.382.7401

**JON EICKHOLT**  
Assistant  
515.382.7402

Story County Administration  
900 6<sup>th</sup> St.  
Nevada, Iowa 50201  
515.382.7404 FAX

**APPROVED**      **DENIED**

Board Member Initials: JEH

Meeting Date: 4-13-21

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

DATE: April 13, 2021  
TO: Board of Supervisors  
FROM: Joby J. Brogden JB  
RE: Custodial/Maintenance Supervisor

Facilities Management Department would like to request approval of the Custodial/Maintenance Supervisor job description.

Facilities Management is also requesting approval to begin the recruitment of hiring for this position, for the beginning of FY22.

The Custodial/Maintenance Supervisor position is budgeted for in the FY22 Facilities Management budget.

Filling this position will allow for the direct supervision of seven second shift custodial and maintenance team members. Having this position will allow for better accountability of the team. This position will help the team be more efficient and more effectively perform their essential job duties.

Estimated cost for filling this position for Fiscal Year 22 are:

Salary	\$50,000
Benefits	\$24,800
FICA	\$ 3,960
IPERS	<u>\$ 4,885</u>
Total	<u>\$83,645</u>

Position: Custodian/Maintenance Supervisor

Dept: Facilities Management

FLSA Status: Non-Exempt

### General Definition of Work

Performs difficult technical work supervising the care and cleaning of county owned property and buildings, supervising staff and operations, ordering custodial and preventative maintenance supplies and parts, performing custodial duties, performing preventative maintenance and repairs on all building related systems, keeping records of work done, providing feedback to management, responding to on call or emergency situations during atypical business hours, and related work as apparent or assigned. Work is performed under the general direction of the Facilities Management Director. Position exercises regular supervision of Custodial and Maintenance Assistants.

### Qualification Requirements

*To perform this job successfully, an individual must be able to perform each essential function satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

### Essential Functions

- 1) Supervises a shift of shift custodial staff; provides training, assigns/checks work; processes time sheets and approve time off requests; conducts quality checks to ensure facilities are clean, sanitary, and efficient; provides feedback to custodial staff and the Director.
- 2) Conducts staff evaluations and carries out disciplinary actions.
- 3) Performs preventative maintenance on building systems such as HVAC; changes filters, oil, belts, and lubes equipment; washes condenser units; tests fire alarm systems; maintains history records of preventative maintenance work and life safety equipment inspections.
- 4) Troubleshoots building system problems as they occur on shift; repairs problem if possible otherwise leaves detailed instructions for other staff.
- 5) Performs daily custodial duties as assigned.
- 6) Performs duties of maintenance technicians as needed performing minor repairs on equipment, replacing light bulbs, and painting assigned areas.
- 7) Removes snow as needed.
- 8) Coordinates work and information with other departments of the county and with private contractors and vendors; provides technical information to staff.

### Knowledge, Skills and Abilities

Thorough knowledge of building cleaning practices, supplies, and equipment; ability to supervise and direct the work of others; ability to understand oral and written directions; ability to read and write; general knowledge of county and department policies and procedures; ability to work independently; ability to establish and maintain effective working relationships with staff and the general public.

### Education and Experience

Associates/Technical degree with coursework in a major trade or related field and considerable experience working in the trade studied.

### Special Requirements

Applicable position, department, organization and professional training will be provided and must be completed upon hire and on an ongoing basis.

Licensed in a major trade.

Valid driver's license in the State of Iowa.

## **Physical Requirements**

This work requires the regular exertion of up to 10 pounds of force, frequent exertion of up to 25 pounds of force and occasional exertion of up to 50 pounds of force; work regularly requires standing, walking, sitting, speaking or hearing, using hands to finger, handle or feel, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling, lifting and repetitive motions and occasionally requires climbing or balancing; no special vision is required; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, use of measuring devices, assembly or fabrication of parts within arms length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities.

## **Environmental Conditions**

This work occasionally requires exposure to wet, humid conditions (non-weather), working near moving mechanical parts, working in high, precarious places, exposure to fumes or airborne particles, exposure to toxic or caustic chemicals, exposure to outdoor weather conditions, exposure to vibration and exposure to blood-borne pathogens which may require specialized personal protective equipment; work is generally in a moderately noisy location (e.g. business office, light traffic).

Last Revised: 12/2/2020



# STORY COUNTY Facilities Management

**JOBY BROGDEN**  
Director  
515.382.7401

**JON EICKHOLT**  
Assistant  
515.382.7402

Story County Administration  
900 6<sup>th</sup> St.

Nevada, Iowa 50201  
515.382.7404 FAX

DATE: April 13, 2021

TO: Board of Supervisors

From: Joby J. Brogden JB

RE: Justice Center Geo Thermal Well Field Equipment Repair

**APPROVED** **DENIED**  
Board Member Initials: JEH  
Meeting Date: 4-13-21  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Facilities Management Department would like to request to move forward with the required repair and replacement of the geothermal well field circulating pumps and associated motors at the Justice Center Facility. The repairs are needed due to the damage that was incurred to the well field supply and return lines by contractors doing install work for the StoryComm radio tower that is being install on the property of the above referenced facility.

When the two underground 8" supply and return lines were compromised on 1/13/2021 by construction equipment. Both pipes sustained extensive damage that resulted in sections of the top of the piping being torn open and this allowed for fluid loss and introduced contaminants to the sealed system. The contaminants consisted of gravel, sand, dirt and large amounts of various sizes of plastic fragments from the pipe itself. The circulating pumps bring the heat transfer fluid to and from the Geothermal well field located underground on the north portion of the property and through the extensive piping system located inside the facility, supplying fluid to all the geothermal heat pump units that provide HVAC the entire facility. With all the foreign material in the piping system the first pieces of equipment that see this debris are the screen filter/air separator then the circulating pumps. The screen filter/air separator has been damaged beyond repair and will require replacement. Both circulating pumps and associated electric motors have extensive damage to the point that replacing them is more cost effective than repairing.

Additional repairs are needed to an approximate 20' x 40' section of the asphalt parking area on the North side of the facility. This is the area of the parking lot that had to be removed to gain access to the damaged sections of the underground piping to allow for adequate room to make the proper repairs to the 8" fluid lines.

Cost for replacing the two circulating pumps and motors is \$19,465.00. Cost for replacing the screen filter/air separator is \$3,020. Estimated cost for replacing asphalt is \$4200. Estimated

additional costs for electrical work to disconnect existing electric motors and wiring the replacement motors is \$1500.

Facilities Management is planning to pay for this from the insurance line item. We are tracking all cost involved and logging all staff hours spent on this repair.

Total request for the flushing and fluid replacement would be approximately **\$28,185.00.**

RECEIVED  
SECTION 7  
MAY 14 2014  
MAY 14 2014  
MAY 14 2014  
MAY 14 2014



# PROCTOR MECHANICAL CORPORATION

SINCE 1932

1100 HOAK DRIVE • WEST DES MOINES, IOWA 50265 • 515-288-2251 • FAX 515-288-2722

March 29, 2021

To: Story County Iowa

Attention: Mr. Joby Brogden

**RE: Replacing the existing air separator**

Mr. Brogden

For the sum of \$3,020.00 we propose to furnish all material, equipment and labor necessary to complete the proposed project.

**Our Proposal Includes**

- Removal of the existing air separator
- Installation of the new air separator and gaskets
- Provide coordination with the owner
- Clean up of all construction debris

**Exclusions**

- Electric
- Controls

Thank you for the opportunity to quote on this project.

Best regards,

*Russ Stone*

Russ Stone, Estimator



one team. **1** one vision.



PIPEFITTING | PLUMBING | SHEET METAL | HEATING | AC | REFRIGERATION  
TEMPERATURE CONTROLS | ELECTRICAL | DESIGN-BUILD



# PROCTOR MECHANICAL CORPORATION

SINCE 1932

1100 HOAK DRIVE • WEST DES MOINES, IOWA 50265 • 515-288-2251 • FAX 515-288-2722

February 1, 2021

To: Story County Iowa

Attention: Mr. Joby Brogden

**RE: Replacing the existing Geothermal Pumps**

Mr. Brogden

For the sum of \$19,465.00 we propose to furnish all material, equipment and labor necessary to complete the proposed project.

**Our Proposal Includes**

- Removal of the existing geothermal pumps and motors
- Remove triple duty valves, flex connectors, and strainers
- Reinstall new pumps and motors
- Reinstall new triple duty valves, flex connectors, and strainers
- Provide alignments for the pumps
- Provide coordination with the owner
- Clean up of all construction debris
  
- **Exclusions**
- Electric
- Controls

**Deduct of new motors -\$3,574.00**

Thank you for the opportunity to quote on this project.

Best regards,

*Russ Stone*

Russ Stone, Estimator



one team. **1** one vision.



PIPEFITTING | PLUMBING | SHEET METAL | HEATING | AC | REFRIGERATION  
TEMPERATURE CONTROLS | ELECTRICAL | DESIGN-BUILD

RE:



one team. **1** one vision.



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Blue Choice	Coverage	Percentage of Premiums paid by employer	Monthly Employee Contribution	Monthly Employer Contribution	Total Premium
\$500 Deductible	Single	90% Employer Paid	\$83.62	\$752.53	\$836.15
\$500 Deductible	Family	80% Employer Paid	\$413.46	\$1,653.86	\$2,067.32
\$1,000 Deductible	Single	99% Employer Paid	\$7.84	\$776.77	\$784.61
\$1,000 Deductible	Family	90% Employer Paid	\$193.84	\$1,744.62	\$1,938.46

Sincerely,

*Alissa Wignall*

Alissa Wignall  
 Direct of Internal Operations and Human Resources

Current Insurance Premium - 2020-2021				
Carrier	Wellmark BCBS	Wellmark BCBS	Wellmark BCBS	Wellmark BCBS
Network	Alliance Select	Alliance Select	Blue Choice	Blue Choice
Plan	\$500	\$1,000	\$500	\$1,000
Single	\$888.08	\$834.68	\$815.76	\$765.47
Family	\$2,197.70	\$2,064.20	\$2,016.90	\$1,891.18
Monthly Total	\$18,093.14	\$160,442.92	\$6,481.08	\$139,586.76
Annual Total	\$217,117.68	\$1,925,315.04	\$77,772.96	\$1,675,041.12
Estimated Insurance Expense	<b>\$3,895,246.80</b>			

Recommended Insurance Premium - 2021-2022				
	Wellmark BCBS	Wellmark BCBS	Wellmark BCBS	Wellmark BCBS
Alliance Select	\$1,000	Blue Choice	Blue Choice	Blue Choice
\$500	\$1,000	\$500	\$1,000	\$1,000
\$910.28	\$855.55	\$836.15	\$784.61	\$784.61
\$2,252.64	\$2,115.81	\$2,067.32	\$1,938.46	\$1,938.46
\$18,545.47	\$164,453.99	\$6,643.11	\$143,076.43	\$143,076.43
\$222,545.62	\$1,973,447.92	\$79,717.28	\$1,716,917.15	\$1,716,917.15
Estimated Insurance Expense	<b>\$3,992,627.97</b>			

Self-Insured Renewal Rates - Estimated Suggested Rates - 2021-2022				
Carrier	Wellmark BCBS	Wellmark BCBS	Wellmark BCBS	Wellmark BCBS
Network	Alliance Select	Alliance Select	Blue Choice	Blue Choice
Plan	\$500	\$1,000	\$500	\$1,000
Single	\$807.47	\$766.69	\$745.69	\$704.30
Family	\$2,018.68	\$1,916.73	\$1,864.23	\$1,760.75
Monthly Total	\$16,553.16	\$148,738.19	\$5,965.53	\$129,591.20
Annual Total	\$198,637.92	\$1,784,858.28	\$71,586.36	\$1,555,094.40
Estimated Insurance Expense	<b>\$3,610,176.96</b>			

Self-Insured Renewal Rates - Estimated Maximum Rates - 2021-2022				
Carrier	Wellmark BCBS	Wellmark BCBS	Wellmark BCBS	Wellmark BCBS
Network	Alliance Select	Alliance Select	Blue Choice	Blue Choice
Plan	\$500	\$1,000	\$500	\$1,000
Single	\$976.84	\$925.86	\$899.61	\$847.88
Family	\$2,442.10	\$2,314.65	\$2,249.03	\$2,119.70
Monthly Total	\$20,025.22	\$179,616.84	\$7,196.89	\$156,009.92
Annual Total	\$240,302.64	\$2,155,402.08	\$86,362.68	\$1,872,119.04
Estimated Insurance Expense	<b>\$4,354,186.44</b>			

NOTE: Based on the current enrolled population, estimated Wellmark fees and reinsurance expense for the 2021-2022 plan year. Current funding provides an estimated \$3,350,000 above fixed expenses to pay claim expenses.

This is a general description of coverage. It is not a statement of contract. Actual coverage is subject to terms and conditions specified in the Benefits Certificate you will receive after you enroll and the enrollment regulations in force when the certificate becomes effective. Certain exclusions and limitations apply.





**Secondary Road Department**  
Darren R. Moon, P.E. County Engineer

**Road Department**  
**Quarterly Board Report**  
4-13-2021

**Maintenance Work Update:**

We are almost through the spring thaw season and our gravel roadways have held up well with very few frost boils. Our contract rock hauling has begun on the east half of the county, starting near Collins and working north toward Zearing. We hope to have this hauling completed before dust control goes down in late May. We have been working on culvert inspections and have found a few that need immediate repairs. Many of our culverts under our paved system are getting toward the end of their useful life so we plan to increase our culvert repair budget in the future to start addressing these. We usually paint our pavement markings this time of year but we have encountered an unexpected paint shortage that is throughout the country and we may have to hold off until fall or next spring to paint again. Most of the roads should last the extra year but if we are able to get some paint this year, we will paint centerline on our higher priority roads first.

**Construction Project Updates:**

Ten projects planned in 2021:

	<u>Cost</u>	<u>Status</u>
E18 Asphalt Overlay	\$ 1,025,000 - Bonding	Feb Let
550 <sup>th</sup> Ave. Asphalt Overlay	\$ 148,000	Feb Let
Story City (E15,R61) Asphalt Overlays	\$ 300,000 - FM	Jan Let DOT
E23 Gilbert Asphalt Overlay	\$ 161,000 - FM	Jan Let DOT
E18 Bridge, Warren 19	\$ 480,183 - Grant	Nov Let DOT
Howard 3 Bridge	\$ 78,000	Feb Let
Collins 32 Bridge	\$ 174,000	Feb Let
Warren 6 Bridge	\$ 63,000	Feb Let
New Albany Culvert	\$ 48,000 - Bonding	Feb Let
Collins 7 Bridge	\$ 131,000 - FM	Feb Let DOT

**Construction Project Design:**

- 220<sup>th</sup> St. (13<sup>th</sup> St.) paving: We are currently working with Nevada and Verbio on a possible RISE grant to help fund the paving of the first mile of 13<sup>th</sup> St. east of 580<sup>th</sup>. The DOT recommended that we change our RISE grant application from an Immediate Opportunity grant to a Local Development grant. This would remove the job creation requirement and would base the grant on the development site only and it would pay 50% of the project cost. We should find out if the grant is approved this month.
- Timberland Drive paving near Story City started construction in November but did not get completed before winter shut down. The final lift of asphalt will be placed this spring and then we can pay for our portion of the project, \$200,000 bond funds.

**Ken Maril Road Historic Bridge over the Skunk River:**

I did get a recent update from the DOT and they have started discussions with the State Historical Office and there is an ISU planning class that will be providing some recommendations for the bridge toward the end of the spring semester. We have

excavated more of the dirt from the west bridge abutment to keep pedestrians off of the bridge for the time being.

**Road Use Tax Issues:**

The latest estimate from the DOT now shows a possible 4% reduction in Road Use Tax for FY21 which is less than the original 10% estimate. It is also estimated that we will receive around \$400,000 in Covid relief funding for roads which will make up for this shortfall. These funds should be received in our April road use tax allocation.

**DOT Construction Issues:**

- The DOT has closed the loops at the I-35 and Hwy 30 interchange through November for bridge repairs.
- Hwy 65 north of Hwy 30 is currently under construction but one lane should be kept open most of the time throughout the summer.

**Roland Bridge Project:**

The City of Roland has closed E18 in Roland which has caused traffic to increase on the gravel roads on the west side of Roland. I have requested that the city put down dust control at these intersections and in front of the residences. The project is expected to last through May.

**Nevada Trunk Sewer Line:**

The City of Nevada is planning to submit a utility permit to place a 30" sewer line in our existing road right-of-way on S14 south of Nevada. I am working with Nevada on the details of the project as I have some legal and traffic safety concerns about the project.

**Bridge Inspections:**

Our FY21 bridge inspections have been completed by WHKS and we should receive the written report in a couple of months. Only a few bridge issues were found this year that required immediate attention. The report will outline some recommended bridge load posting changes which the board will enact by a resolution. This resolution may also include board action on some permanent bridge closures that I will be recommending.

**Engine Brake Ordinance Request:**

We received a request from a group of homeowners on Riverside Road to ban the use of engine brakes (jake brakes) due to the noise that they produce. We have ordered a sign to place on Riverside Road to try to get voluntary compliance since an engine brake ordinance is not planned at this time.

**Dust Control:**

The first application of dust control is scheduled for the week of May 17<sup>th</sup> this year. Applications for dust control were due to the vendors on April 12<sup>th</sup>.

**Five Year Construction Program and DOT Budget:**

Our program and budget were approved by the DOT. We will need to amend our DOT budget soon to match the amendments that the board has already approved in our county budget.

**Summer Help:**

We currently have no summer help applicants so we may be short staffed this summer if this does not change. We may have to look at increasing our summer wage to attract more applicants.