

The Board of Supervisors met on 2/15/22 at 10:00 a.m. in the Story County Administration Building. Linda Murken, and Lisa Heddens, with Linda Murken presiding. Latifah Faisal absent. (all audio of meetings available at storycountyiowa.gov).

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

BID OPENING FOR THE CULVERT REPLACEMENT PROJECT ON 550TH AVENUE OVER NO NAME STREAM IN THE SOUTHWEST QUARTER OF SECTION 24-83-24 (WASHINGTON TOWNSHIP) (L-W24--73-85): Darren Moon, Engineer, and Tyler Sparks, Assistant Engineer, opened bids for the following: 1) Peterson Contractors Inc., Reinbeck, Iowa, bid bond included, total bid at \$219,357.68; 2) Progressive Structures, LLC., Elkader, Iowa, bid bond included, total bid at \$203,088.33; 3) Rognes Brothers Excavating, Inc., Lake Mills, Iowa, bid bond included, total bid at \$221,288.60. Sparks stated Progressive Structures appears to be the low bidder; they will return next week after reviewing numbers.

BID OPENING FOR THE CULVERT REPLACEMENT PROJECT ON 690TH AVENUE OVER NO NAME STREAM IN THE SOUTHWEST QUARTER OF SECTION 20-85-21 (LINCOLN TOWNSHIP) (L-C085-LIN20S--73-85): 1) Peterson Contractors Inc., Reinbeck, Iowa, bid bond included, total bid at \$113,779.50; 2) Progressive Structures, LLC., Elkader, Iowa, bid bond included, total bid at \$119,855.35; 3) Rognes Brothers Excavating, Inc., Lake Mills, Iowa, bid bond included, total bid at \$111,414.90. Sparks stated Rogness Bros appears to be the low bidder; they will return next week after reviewing numbers.

BID OPENING FOR THE CULVERT REPLACEMENT PROJECT ON 720TH AVENUE OVER A NO NAME CREEK IN THE NORTHWEST QUARTER OF SECTION 35-85-21 (LINCOLN TOWNSHIP) (L-LIN35--73-85): 1) Peterson Contractors Inc., Reinbeck, Iowa, bid bond included, total bid at \$69,879.03; 2) Progressive Structures, LLC., Elkader, Iowa, bid bond included, total bid at \$70,971.13; 3) Rognes Brothers Excavating, Inc., Lake Mills, Iowa, bid bond included, total bid at \$71,759.50.

510TH AVENUE OVER A SMALL STREAM IN THE NORTHWEST QUARTER OF SECTION 5-85-24 (LAFAYETTE TOWNSHIP) (L-LAF5--73-85): 1) Peterson Contractors Inc., Reinbeck, Iowa, bid bond included, total bid at \$80,744.65; 2) Progressive Structures, LLC., Elkader, Iowa, bid bond included, total bid at \$79,865.20; 3) Rognes Brothers Excavating, Inc., Lake Mills, Iowa, bid bond included, total bid at \$75,742.80.

580TH AVENUE OVER A SMALL STREAM IN THE NORTHWEST QUARTER OF SECTION 28-82-23 (UNION TOWNSHIP) (L-U28--73-85): 1) Peterson Contractors Inc., Reinbeck, Iowa, bid bond included, total bid at \$117,353.60, total of all three projects at \$267,977.28; 2) Progressive Structures, LLC., Elkader, Iowa, bid bond included, total bid at \$125,844.40, total of all three projects at \$276,680.73; 3) Rognes Brothers Excavating, Inc., Lake Mills, Iowa, bid bond included, total bid at \$110,619.70, total of all three projects at \$258,122.00. Sparks stated Rogness Bros appears to be the low bidder for the three projects; they will return next week after reviewing numbers.

RECOGNITION OF STORY COUNTY 2021 YEARS OF SERVICE AWARDS: Murken reported on recognition breakfast; the two Board members read the employee by years of service.

LEGAL AID ANNUAL REPORT: Melissa Murray, Office Manager, reported on goals, clients, funding, staff, cases, , outcomes, and waiting list.

MINUTES: 2/1/22 Minutes and 2/8/22 Minutes - Murken moved, Heddens seconded the approval of the 2/1/22 Minutes as presented. Roll call vote. (MCU) Heddens moved, Murken seconded the approval of the 2/8/22 Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) new hire, effective 2/22/22, in a) Community Services for Jennifer Radley @ \$18.05/hr; 2) promotion, effective 2/27/22, in a) Attorney's Office for Ethan Anderson @ \$4,503.77/bw. Heddens moved, Murken seconded the approval of the Personnel Actions as presented. Roll call vote. (MCU)

CLAIMS: 2/17/22 Claims of \$ 503,329.05 (run date 2/11/22, 38 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 (\$2,834.43), Holding-Seized Funds (\$480.00), BooSt School Ready (\$13,559.92), BooSt Early Childhood (\$3,683.13), Emergency Management (\$1,585.72), E911 (\$723.94), County Assessor (\$1,341.59), City Assessor (\$38,714.75); and Central Iowa Community Services (\$145,106.71). Heddens moved, Murken seconded the approval of Claims as presented. Roll call vote. (MCU)

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

1. Contract with Finco Tree/Wood Service LLC for Firewood Sales at Hickory Grove Park campground and Dakins Lake campground
2. Contract with Snyder & Associates for design services for paving the Heart of Iowa Nature Trail (HOINT) between the South Skunk River Bridge and 610th Avenue
3. Central Iowa Community Services (CICS) Statement of Understanding in reference to the 28E Agreement, effective 2/22/22-6/30/22, for Jennifer Radley
4. Agreement between Condrey and Associates, Inc. and Story County for Compensation and Classification Study for \$32,500.00
5. Reappointment of Ron Smith as the Story County Non-Public Official Representative on The Aging Resources of Central Iowa Board for a two-year term ending 12/31/23
6. Renewal of Software and Support Fees between Story County and SysAid, effective 5/3/22-5/2/23, for \$4,339.00
7. Sending FY23 Proposed Maximum Levy to publication for a Public Hearing on 3/8/22
8. Utility Permit: #22-6156

Roll call vote. (MCU)

28E AGREEMENT FOR ROAD MAINTENANCE WITH THE CITY OF SLATER: Darren Moon, Engineer, reported on background information, and provided a map of roads. The city has annexed territory in both Story and Boone counties; this agreement formalizes motor grader assistance the County has been doing already. Moon reported on concerns, and recommends approval. Heddens moved, Murken seconded the approval of the 28E Agreement for Road Maintenance with the City of Slater. Roll call vote. (MCU)

ANALYSIS OF SOCIAL SERVICES EVALUATION TEAM (ASSET) FUNDING RECOMMENDATIONS FOR STORY COUNTY FUNDING FOR FY23: Sandra King, Director of External Operations and County Services, reported on final recommendations for FY23: approval of \$1,689,793.00 budgeted items and a remaining \$13,874.00 un-allocated. \$13,003.00 of the un-allocated funds are recommended to be earmarked for housing services. Discussion took place. Heddens moved, Murken seconded the approval of the ASSET Funding Recommendations for Story County Funding for FY23 as presented. Roll call vote. (MCU)

INTEGRATED ROADSIDE VEGETATIVE MANAGEMENT (IRVM) QUARTERLY REPORT: Joe Kooiker reported on harvest and seed testing, winter operations, drainage district work, purchasing, upcoming repairs and maintenance, and seasonal employees. He reported on grant applications, events, affiliations, and American kestrel nesting boxes.

DIRECTION ON DRAFT CAPITAL IMPROVEMENTS PLAN (CIP) AND PUBLIC REVIEW PROCESS: Leanne Harter, County Outreach and Special Projects Manager, reported on the public review process, open through the middle of March. Murken directed Harter to use the approach.

UPCOMING AGENDA ITEMS: Murken will be gone for the next two Board meetings.

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

Heddens moved, Murken seconded to adjourn at 11:03 a.m. Roll call vote. (MCU)

Story County Board of Supervisors
Meeting Agenda
Administration Building
900 6th St., Nevada, IA
2/15/22

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

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

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

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 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. ADOPTION OF AGENDA:
5. PUBLIC COMMENT #1:
This comment period is for the public to address topics on today's agenda
6. Bid Opening For The Culvert Replacement Project On 550th Ave.; Over No Name Stream, SW 1/4 Of Section 24-83-24 (L-W24--73-85)

Department Submitting Engineer

7. Bid Opening For The Culvert Replacement Project On 690th Ave. Over No Name Stream, SW 1/4, Section 20-85-21 (L-C085-LIN20S--73-85)

Department Submitting Engineer

8. Bid Opening For The Culvert Replacement Project On 720th Ave., Over A No Name Creek NW 1/4 Of Section 35-85-21 (L-LIN35--73-85) And On 510th Ave; Over A Small Stream; In The NW1/4 Of Section 5-85-24 (L-LAF5--73-85) And On 580th Ave; Over A Small Stream; In The NW1/4 Of Section 28-82-23 (L-U28--73-85)

Department Submitting Engineer

9. Recognition Of Story County 2021 Years Of Service Awards

Department Submitting Human Resources

Documents:

AWARD LIST 2022.PDF

10. AGENCY REPORTS:

I. Legal Aid Annual Report - Submitted Report

Department
Submitting

Auditor

Documents:

LEGALAID.PDF

11. CONSIDERATION OF MINUTES:

I. 2/1/22 Minutes & 2/8/22 Minutes

Department
Submitting

Auditor

12. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) new hire, effective 2/22/22, in a) Community Services for Jennifer Radley @ \$18.05/hr; 2) promotion, effective 2/27/22, in a) Attorney's Office for Ethan Anderson @ \$4,503.77/bw

Department
Submitting

HR

13. CONSIDERATION OF CLAIMS:

I. 2/17/22 Claims

Department
Submitting

Auditor

Documents:

CLAIMS 021722.PDF

14. 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 With Finco Tree/Wood Service LLC For Firewood Sales At Hickory Grove Park Campground And Dakins Lake Campground

Department
Submitting

Conservation

Documents:

FINCO.PDF

II. Consideration Of Contract With Snyder & Associates For Design Services For Paving The Heart Of Iowa Nature Trail Between The South Skunk River Bridge And 610th Avenue

Department
Submitting

Conservation

Documents:

SNYDER.PDF

III. Consideration Of Central Iowa Community Services Statement Of Understanding In Reference Of The 28E Agreement Effective 2/22/22 - 6/30/22 For Jennifer Radley

Department Submitting Community Services

Documents:

SOU FY22 JENNIFER RADLEY.PDF

- IV. Consideration Of Agreement Between Condrey And Associates, Inc. And Story County For Compensation And Classification Study In The Amount Of \$32,500.00

Department Submitting Human Resources

Documents:

STORY COUNTY AGREEMENT.PDF

- V. Consideration Of Reappointment Of Ron Smith As The Story County Non Public Official Representative On The Aging Resources Of Central Iowa Board For A Two-Year Term Ending 12/31/23

Department Submitting Board of Supervisors

Documents:

RE APPOINTMEN RSMITH.PDF

- VI. Consideration Of Renewal Of Software And Support Fees Between Story County And SysAid, Effective 5/3/22-5/2/23, For \$4,339.00

Department Submitting Information Technology

Documents:

SYSAID RENEWAL.PDF

- VII. Consideration Of Sending FY23 Proposed Maximum Levy To Publication For A Public Hearing On 3/8/22

Department Submitting Auditor

Documents:

MAX LEVY PROPOSAL.PDF

- VIII. Consideration Of Utility Permit: #22-6156

Department Submitting Engineer

Documents:

UT 22 6156.PDF

15. PUBLIC HEARING ITEMS:

16. ADDITIONAL ITEMS:

- I. Discussion And Consideration About 28E Agreement For Road Maintenance With The City Of Slater

Department Submitting Engineer

Documents:

II. Discussion And Consideration Of Analysis Of Social Services Evaluation Team (ASSET)
Funding Recommendations For Story County Funding For FY23 – Sandra King

Department Board of Supervisors
Submitting

Documents:

FY23 FUNDING APPROVAL REQUEST.PDF
FY23 FUNDING SUMMARY.PDF
FY23 FINAL RECOMMENDATIONS.PDF

17. DEPARTMENTAL REPORTS:

I. IRVM Quarterly Report - Joe Kooiker

Department Auditor
Submitting

Documents:

IRVM QTRLY.PDF

18. OTHER REPORTS:

I. Discussion And Direction On Draft Capital Improvements Plan (CIP) And Public Review
Process - Leanne Harter

Department Board of Supervisors
Submitting

Documents:

CIP PUBLIC COMMENT MAIL.PDF

19. UPCOMING AGENDA ITEMS:

20. PUBLIC COMMENT #2:

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

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

22. 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

2/15/22

NAME

ADDRESS

TADREN MOON

ENG.

Tyler Sparks

ENGINEER'S OFFICE

Joan Beaman

FIRM

Sandra H

BUS

Melissa Murray

Legal Asst

Greg Kilgus

Ames Chamber

Story County Secondary Road Letting
Project: L-C085(LIN20S)--73-85

Project Number L-C085(LIN20S)--73-85, 690th Ave. Culvert Replacement		Engineers Estimate		BOOMERANG CORP., ANAMOSA, IA		DIRTY 30 TRUCKING & EXCAVATING, DES MOINES, IA		MIDWEST CONTRACTING, LLC, MARSHALL, MN	
No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	CLEARING AND GRUBBING	0.30	ACRE	\$3,500.00	\$1,050.00				
2	EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED	104.20	CY	\$25.00	\$2,605.00				
3	EXCAVATION, CLASS 10, ROADWAY AND BORROW	47.70	CY	\$25.00	\$1,192.50				
4	EXCAVATION, CLASS 10, CHANNEL	45.00	CY	\$25.00	\$1,125.00				
5	GRANULAR MATERIAL	47.00	TON	\$45.00	\$2,115.00				
6	REMOVAL OF EXISTING STRUCTURES	1.00	LS	\$6,000.00	\$6,000.00				
7	EXCAVATION, CLASS 20	104.00	CY	\$25.00	\$2,600.00				
8	PRECAST CONCRETE BOX CULVERT.	48.00	LF	\$1,350.00	\$64,800.00				
9	PRECAST CONCRETE BOX CULVERT STRAIGHT END SECTION,	2.00	EACH	\$20,000.00	\$40,000.00				
10	SUBDRAIN, PLASTIC PIPE, 18 IN.	50.00	LF	\$40.00	\$2,000.00				
11	ENGINEERING FABRIC	76.20	SY	\$4.00	\$304.80				
12	REVEITEMT, CLASS E	41.00	TON	\$60.00	\$2,460.00				
13	SAFETY CLOSURE	4.00	EACH	\$200.00	\$800.00				
14	TRAFFIC CONTROL	1.00	LS	\$2,500.00	\$2,500.00				
15	MOBILIZATION	1.00	LS	\$15,000.00	\$15,000.00				
				TOTAL =	\$144,552.30	TOTAL =		TOTAL =	

Project Number L-C085(LIN20S)--73-85, 690th Ave. Culvert Replacement		MINNOWA CONTRACTING, INC., HARMONY, MN		PETERSON CONTRACTORS INC., REINBECK, IA		PROGRESSIVE STRUCTURES, LLC ELKADER, IA		ROGINES BROS. EXCAVATING, INC., LAKE MILLS, IA	
No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	CLEARING AND GRUBBING	0.30	ACRE						
2	EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED	104.20	CY						
3	EXCAVATION, CLASS 10, ROADWAY AND BORROW	47.70	CY						
4	EXCAVATION, CLASS 10, CHANNEL	45.00	CY						
5	GRANULAR MATERIAL	47.00	TON						
6	REMOVAL OF EXISTING STRUCTURES	1.00	LS						
7	EXCAVATION, CLASS 20	104.00	CY						
8	PRECAST CONCRETE BOX CULVERT,	48.00	LF						
9	PRECAST CONCRETE BOX CULVERT STRAIGHT END SECTION,	2.00	EACH						
10	SUBDRAIN, PLASTIC PIPE, 18 IN.	50.00	LF						
11	ENGINEERING FABRIC	76.20	SY						
12	REVEITEMT, CLASS E	41.00	TON						
13	SAFETY CLOSURE	4.00	EACH						
14	TRAFFIC CONTROL	1.00	LS						
15	MOBILIZATION	1.00	LS						
				TOTAL =	113,729.50	TOTAL =	119,855.35	TOTAL =	111,414.90

Story County Secondary Road Letting

Project: L-W24--73-85

Project Number L-W24--73-85, 550th Ave. Culvert Replacement		Engineer's Estimate		BOOMERANG CORP., ANAMOSA, IA		MIDWEST CONTRACTING, LLC, MARSHALL, MN		MINNOWA CONTRACTING, INC., HARMONY, MN	
No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	CLEARING AND GRUBBING	0.40	ACRE	\$2,500.00	\$1,000.00				
2	EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED	130.00	CY	\$25.00	\$3,250.00				
3	EXCAVATION, CLASS 10, ROADWAY AND BORROW	333.60	CY	\$20.00	\$6,672.00				
4	EXCAVATION, CLASS 10, CHANNEL	30.00	CY	\$20.00	\$600.00				
5	GRANULAR MATERIAL	82.00	TON	\$35.00	\$2,870.00				
6	REMOVAL OF EXISTING BRIDGE	1.00	LS	\$6,000.00	\$6,000.00				
7	EXCAVATION, CLASS 20	203.00	CY	\$20.00	\$4,060.00				
8	PRECAST CONCRETE BOX CULVERT, 12 FT. X 7 FT.	84.00	LF	\$1,000.00	\$84,000.00				
9	PRECAST CONCRETE BOX CULVERT STRAIGHT END SECTION, 12 FT. X 7 FT.	4.00	EACH	\$11,000.00	\$44,000.00				
10	ENGINEERING FABRIC	119.50	SY	\$4.00	\$478.00				
11	REVIEWMENT, CLASS E	74.50	TON	\$60.00	\$4,470.00				
12	REVIEWMENT, REMOVE AND REPLACE	23.10	CY	\$50.00	\$1,155.00				
13	SAFETY CLOSURE	4.00	EACH	\$200.00	\$800.00				
14	TRAFFIC CONTROL	1.00	LS	\$2,500.00	\$2,500.00				
15	MOBILIZATION	1.00	LS	\$10,000.00	\$10,000.00				
				TOTAL =	\$171,855.00	TOTAL =		TOTAL =	

Project Number L-W24--73-85, 550th Ave. Culvert Replacement		PETERSON CONTRACTORS INC., REINBECK, IA		PROGRESSIVE STRUCTURES, LLC ELKADER, IA		ROGNES BROS. EXCAVATING, INC., LAKE MILLS, IA	
No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount
1	CLEARING AND GRUBBING	0.40	ACRE				
2	EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED	130.00	CY				
3	EXCAVATION, CLASS 10, ROADWAY AND BORROW	333.60	CY				
4	EXCAVATION, CLASS 10, CHANNEL	30.00	CY				
5	GRANULAR MATERIAL	82.00	TON				
6	REMOVAL OF EXISTING BRIDGE	1.00	LS				
7	EXCAVATION, CLASS 20	203.00	CY				
8	PRECAST CONCRETE BOX CULVERT, 12 FT. X 7 FT.	84.00	LF				
9	PRECAST CONCRETE BOX CULVERT STRAIGHT END SECTION, 12 FT. X 7 FT.	4.00	EACH				
10	ENGINEERING FABRIC	119.50	SY				
11	REVIEWMENT, CLASS E	74.50	TON				
12	REVIEWMENT, REMOVE AND REPLACE	23.10	CY				
13	SAFETY CLOSURE	4.00	EACH				
14	TRAFFIC CONTROL	1.00	LS				
15	MOBILIZATION	1.00	LS				
				TOTAL =	219,357.68	TOTAL =	203,088.33
						TOTAL =	221,288.60

Story County Secondary Road Letting
Projects: L-LAF5-73-85, L-LIN35-73-85, and L-U28-73-85

Project Number		Engineers Estimate		PETERSON CONTRACTORS INC. - REINBECK, IA		PROGRESSIVE STRUCTURES, LLC - ELKADER, IA		ROGNES BROS. EXCAVATING, INC., LAKE MILLS, IA		
No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
L-LAF5-73-85 - 510TH ST. RCB Culvert										
1	CLEARING AND GRUBBING	0.30	ACRE	\$3,500.00	\$1,050.00					
2	EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED	24.10	CY	\$25.00	\$602.50					
3	EXCAVATION, CLASS 10, ROADWAY AND BORROW	98.50	CY	\$20.00	\$1,970.00					
4	EXCAVATION, CLASS 10, CHANNEL	46.40	CY	\$35.00	\$1,624.00					
5	GRANULAR MATERIAL	30.00	TON	\$6,000.00	\$1,800,000.00					
6	REMOVAL OF EXISTING STRUCTURES	74.00	LS	\$20.00	\$1,480.00					
7	EXCAVATION, CLASS 20	36.00	LF	\$900.00	\$32,400.00					
8	PRECAST CONCRETE BOX CULVERT, 10 FT. X 4 FT.	2.00	EACH	\$9,500.00	\$19,000.00					
9	PRECAST CONCRETE BOX CULVERT STRAIGHT END SECTION, 10 FT. X 4 FT.	34.00	LF	\$45.00	\$1,530.00					
10	CULVERT CORRUGATED METAL ENTRANCE PIPE, 15 IN. DIA.	66.40	SY	\$4.00	\$265.60					
11	ENGINEERING FABRIC	31.70	TON	\$250.00	\$7,925.00					
12	REVIEWMENT CLASS E	4.00	EACH	\$200.00	\$800.00					
13	SAFETY CLOSURE	1.00	LS	\$2,500.00	\$2,500.00					
14	TRAFFIC CONTROL	1.00	LS	\$12,000.00	\$12,000.00					
15	MOBILIZATION									
				Subtotal =	\$80,044.60	Subtotal =	80,744.65	Subtotal =	79,865.20	
									Subtotal =	75,742.80

Project Number		Engineers Estimate		PETERSON CONTRACTORS INC. - REINBECK, IA		PROGRESSIVE STRUCTURES, LLC - ELKADER, IA		ROGNES BROS. EXCAVATING, INC., LAKE MILLS, IA		
No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
L-LIN35-73-85 - 720TH ST. RCB Culvert										
1	CLEARING AND GRUBBING	0.30	ACRE	\$5,000.00	\$1,500.00					
2	EXCAVATION, CLASS 10, ROADWAY AND BORROW	165.10	CY	\$25.00	\$4,127.50					
3	EXCAVATION, CLASS 10, CHANNEL	15.00	CY	\$25.00	\$375.00					
4	GRANULAR MATERIAL	42.00	TON	\$50.00	\$21,000.00					
5	REMOVAL OF EXISTING STRUCTURES	1.00	LS	\$7,500.00	\$7,500.00					
6	EXCAVATION, CLASS 20	70.00	LF	\$25.00	\$1,750.00					
7	PRECAST CONCRETE BOX CULVERT, 8 FT. X 4 FT.	36.00	LF	\$1,000.00	\$36,000.00					
8	PRECAST CONCRETE BOX CULVERT STRAIGHT END SECTION, 8 FT. X 4 FT.	2.00	EACH	\$10,000.00	\$20,000.00					
9	ENGINEERING FABRIC	63.30	SY	\$5.00	\$316.50					
10	REVIEWMENT CLASS E	28.00	TON	\$85.00	\$2,380.00					
11	SAFETY CLOSURE	4.00	EACH	\$225.00	\$900.00					
12	TRAFFIC CONTROL	1.00	LS	\$3,500.00	\$3,500.00					
13	MOBILIZATION	1.00	LS	\$12,000.00	\$12,000.00					
				Subtotal =	\$91,949.00	Subtotal =	69,879.03	Subtotal =	70,971.13	
									Subtotal =	71,759.50

Project Number		Engineers Estimate		PETERSON CONTRACTORS INC. - REINBECK, IA		PROGRESSIVE STRUCTURES, LLC - ELKADER, IA		ROGNES BROS. EXCAVATING, INC., LAKE MILLS, IA		
No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	
L-U28-73-85 - 580TH ST. RCB Culvert										
1	CLEARING AND GRUBBING	0.40	ACRE	\$2,500.00	\$1,000.00					
2	EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED	130.00	CY	\$25.00	\$3,250.00					
3	EXCAVATION, CLASS 10, ROADWAY AND BORROW	413.00	CY	\$20.00	\$8,260.00					
4	EXCAVATION, CLASS 10, CHANNEL	44.80	CY	\$20.00	\$896.00					
5	GRANULAR MATERIAL	43.00	TON	\$35.00	\$1,505.00					
6	REMOVAL OF EXISTING STRUCTURES	1.00	LS	\$6,000.00	\$6,000.00					
7	EXCAVATION, CLASS 20	141.00	CY	\$25.00	\$3,525.00					
8	PRECAST CONCRETE BOX CULVERT, 10 FT. X 8 FT.	40.00	LF	\$1,000.00	\$40,000.00					
9	PRECAST CONCRETE BOX CULVERT STRAIGHT END SECTION, 10 FT. X 8 FT.	2.00	EACH	\$14,000.00	\$28,000.00					
10	SUBDRAIN PLASTIC PIPE, 12 IN.	40.00	LF	\$35.00	\$1,400.00					
11	SUBDRAIN OUTLET, DR-305	1.00	EACH	\$500.00	\$500.00					
12	ENGINEERING FABRIC	90.20	SY	\$4.00	\$360.80					
13	REVIEWMENT CLASS E	44.50	TON	\$60.00	\$2,670.00					
14	SAFETY CLOSURE	4.00	EACH	\$200.00	\$800.00					
15	TRAFFIC CONTROL	1.00	LS	\$2,500.00	\$2,500.00					
16	MOBILIZATION	1.00	LS	\$12,000.00	\$12,000.00					
				Subtotal =	\$112,666.80	Subtotal =	125,844.40	Subtotal =	110,619.70	
									Subtotal =	117,353.60
									Total =	276,680.73
									Total =	267,977.28
									Total =	258,122.00

RECEIVED

FEB 10 2022

STORY COUNTY
BOARD OF SUPERVISORS

LEGAL AID SOCIETY OF STORY COUNTY
Report to the Supervisors of Story County
February 1, 2022

For more than 47 years, the Legal Aid Society of Story County has provided legal representation and advice to income-eligible residents of Story County faced with civil legal issues. Services available through the Legal Aid Society include, but are not limited to, representation the following types of cases: family law matters (child custody, child support, medical support, divorce, paternity, and spousal support), civil protective order cases for victims of domestic, sexual or elder abuse, landlord-tenant cases, debtor-creditor cases, and guardianships / conservatorships. Legal Aid Society attorneys and staff provide referrals to other agencies and services when appropriate. Clients are of all ages and backgrounds, and many receive ongoing mental health services. Eligibility is determined with reference to the Federal Poverty Guidelines; to be eligible, a client must reside in Story County and must be at or below 150% of the Federal poverty level for their household size.

For a number of years, a typical year at the Legal Aid Society of Story County meant approximately 250 unique cases through the work of three full-time attorneys. However, due to funding constraints affecting FY 2020-2021 and future years, the office has been reduced to two full-time attorneys. Legal Aid also employs one full-time office manager, and one part-time receptionist. In addition to these permanent staff members, volunteer attorneys, Iowa State University work-study students, DMACC paralegal interns and summer law student interns from Drake may provide necessary support to our office.

The Legal Aid Society of Story County has a history of providing the highest quality service to low-income persons in need of legal assistance. Our attorneys do not represent clients in criminal or juvenile cases, and we do not accept any case that could generate a fee (such as a personal injury case), or any other type of case for which a private attorney could be paid (such as by the county or state).

If a person does not qualify for our services or a conflict of interest is discovered, we provide referrals to other resources such as Iowa Legal Aid, the Story County Volunteer Lawyer Project, or local private attorneys. When appropriate, we also provide referrals to social service agencies for help with matters such as housing, food, shelter, counseling, etc.

We provide immediate legal assistance to qualified individuals seeking civil protective orders for sexual, domestic or elder abuse, or who have been served with Original Notice of a legal proceeding and must file a responsive pleading. Otherwise, an individual who qualifies for our service may be placed on a waiting list. Our waiting list typically consists

of approximately 20-25 prospective clients who will wait up to 2 months for services. Typical wait times are about 4-6 weeks before their initial appointment.

Qualifications of Key Individuals Responsible for the Organization: The Legal Aid Society of Story County has a Board of Directors that administers the organization pursuant to its Articles of Incorporation, Bylaws, and adopted policies and procedures, and ensures that the office's attorneys practice in compliance with Iowa standards of professional conduct. The current Board includes local private and county attorneys, community representatives, and social service providers.

The permanent staff at Legal Aid Society of Story County dropped from three full-time attorneys to two at the end of this fiscal year. Support staff include a full-time office manager, and a part-time receptionist. We currently have one Iowa State University work-study student employed by our office during the academic year, and typically host a law student intern each summer.

Our current attorneys are:

- ◆ **Carin M. Forbes, Executive Director and staff attorney.** Carin began her service in our office as a staff attorney in April, 2008, several years after having served as an IOLTA Public Interest Law student intern at our office. Carin graduated in the top third of her class at Drake Law School (2003) and was a partner in the law firm of Feilmeyer, Feilmeyer, Keenan, Forbes & Fultz in Ames, Iowa. She has also taught business law classes at Des Moines Area Community College.
- ◆ **Bethany Miller, staff attorney.** Bethany joined the Legal Aid Society of Story County as a staff attorney in 2017. She received her Bachelor of Arts degree from Cedarville University in 2010, majoring in Pre-Law. While at Cedarville, Bethany founded the Cedarville Legal Society, an organization designed to assist members in preparing and applying for law school, as well as inform members and the student body as a whole about various legal careers. Bethany graduated from Drake Law School in May 2016. While at Drake, Bethany was a member of Drake Law Women and interned in a variety of legal areas. As an attorney, Bethany is a member of the Iowa State Bar Association and the Story County Bar Association.

Employed for part of the year:

- ◆ **Peggy Michelotti, staff attorney.** Peggy started her law career at Legal Aid in October 2015. She accepted a position outside our organization effective May 25, 2021. Her position remains vacant.

Support from Other Sources: The Legal Aid Society of Story County does not receive any federal money. The office is solely supported by its local community and IOLTA funds. This support allows us to accept a wider range of cases and help a broader client base than our colleagues in federally-funded organizations (e.g., Iowa Legal Aid).

We are able to represent clients in cases involving, but not limited to:

- ◆ dissolution of marriage (with or without domestic violence)
- ◆ child custody and support (with or without domestic violence)
- ◆ civil protective orders (for domestic, sexual and elder abuse)
- ◆ landlord-tenant disputes and evictions
- ◆ debtor-creditor actions
- ◆ denial of unemployment benefits
- ◆ guardianships or conservatorship for vulnerable protected parties

Story County and the City of Ames are the main sources of financial support for Legal Aid of Story County. Other contributors include the United Way of Story County, the Student Government at Iowa State University, Story County Bar Association, the Nevada Memorial Lutheran Church, and individual donors. Rummage RAMPage has provided a funding stream for several years. This was the last year that Central Iowa Community Services provided funding for services. In addition, our clients pay an intake fee at their first appointment of either \$20 (if their income is at or below 100% of Federal Poverty guidelines) or \$40 (if their income is between 100% - 150% of Federal Poverty level). However, the client intake fees provide only approximately \$3,000 per year, under 2% of our funding.

Audit Mechanism and Accountability for ASSET/Story County Funds: The Legal Aid Society of Story County is subject to an annual audit, most recently completed by Houston and Seeman, PC, CPA, of Boone, Iowa. In addition, this firm prepares monthly accounting statements that are closely reviewed by the Board of Directors at its monthly meetings, since part of the Board's charge is to oversee risk management procedures.

Extent of Program Services: The Legal Aid Society of Story County

The 2020-2021 fiscal year got off to a slow start as the COVID-19 pandemic closures and restrictions continued. Legal Aid accepted 42 new cases in the first six months of the year, down from 81 at the same time the previous year. Staff was prepared for an onslaught of eviction cases that didn't materialize. The eviction moratorium was repeatedly extended,

slowing many filings. Cases trickled in and were resuming close to normal levels by March 2021. With the departure of one staff attorney, the office was forced to reduce the number of cases opened as the remaining attorneys absorbed the active case load. Cases with emergent needs were still accepted during this time and others were added to the waitlist. The waitlist expanded and the expected wait time grew to 6-10 weeks. The office ended the year with a respectable 175 unique cases given the complications presented.

As a result of the pandemic and the loss of an attorney, the hours logged were decreased during the fiscal year. A total of 3402.84 hours of direct attorney-client time were logged in the 2020-2021 reporting period, down from 3537.24. Total hours, including administrative time and continuing education opportunities reached 5194.28 in FY 2020-2021. The figures are a direct reflection of the pandemic's effect and the loss of a staff attorney on our office.

To be noted, however, all ASSET funds were drawn down prior to the end of the fiscal year despite the pandemic slowdown and the departure of an attorney. This is in part due to the dedication of the attorneys, but also reflects the effect of the changes at Central Iowa Community Services. During the 2020-2021 fiscal year, CICS greatly reduced the types of cases it would fund for eligible clients. This forced the office to shift cases that would previously have been eligible for mental health funding to another eligible funding stream. The allocated ASSET funds were able to absorb these additional claims without issue in 2020-2021.

The complete loss of funding from CICS was announced after the ASSET allocations were approved for the 2021-2022 fiscal year. To address the loss of funding moving forward, Legal Aid has not filled the third attorney position for the current fiscal year. An increased ASSET budget request was submitted for the 2022-2023 fiscal year in hopes of returning to the three-attorney model. In the meantime, Legal Aid has been creative. Receptionist Eryn Shriver is being trained and supervised as a paralegal while she completes the certification program through DMACC.

Legal Aid maintains a number of protocols to keep clients and staff safe as meetings continue this year. Plexiglass barriers remain in place at the reception desk and the office continues to use technology for video conferencing, e-signing documents. The silver lining for some of these changes include the elimination of an omnipresent obstacle some clients experience: transportation. Despite the continued challenges the pandemic and staffing adjustments present, Legal Aid continues to provide a critical service to our local population. The following statistics summarize our work during fiscal year ("FY") 2020-2021:

<i>Cases open at start of FY</i>	<i>Cases opened during FY</i>	<i>Unique cases during FY</i>	<i>Total attorney hours in DIRECT CLIENT SERVICE</i>	<i>Total attorney hours including administrative time</i>	<i>Average # of attorney DIRECT SERVICE hours per client served in FY</i>	<i>Average total cost per client served in FY</i>
81	94	175	3402.84	5194.28	19.44	\$1689.92

In addition to our regular direct client services, the Legal Aid Society of Story County administers the Story County Volunteer Lawyer Project (VLP). This program is designed to extend the access to justice to more residents of Story County. Potential clients are screened and referred via our standard intake forms. We currently refer Story County applicants that present a conflict to our office and those that are between 150-175% of the Federal Poverty Income Guidelines to the VLP. Referrals that present a conflict to our office are handled through a cooperative agreement with the Polk County Bar Association VLP. Others are handled in-house. Once an in-house client is referred, we send "wish lists" to participating Story County attorneys in an effort to place a client with a volunteer attorney at no cost to the client. Since this program does rely on the availability of a local attorney, we cannot guarantee placement to a client, but do our best to find applicants the much-needed legal assistance. The placement process also takes time. As a result, we are unable to refer cases that have an immediate court ordered deadline. In FY 2020-2021, we referred 15 cases to the VLP. Of the 15 referred, 7 of them were in direct conflict with our office. None of those were placed with an attorney. We were more successful with the other 8 handled in-house, placing 6 of them giving us a placement rate of 75% of cases. Our overall placement rate, including the conflict referrals, was 40%. While this may seem low, it still speaks to the willingness of Story County attorneys to share their time and expertise on a pro bono basis to residents that would not have otherwise had an opportunity to access justice.

Cooperation with Other Programs in the Service Area: Legal Aid of Story County works cooperatively with numerous human service providers in Story and surrounding counties, including mental health providers, Department of Human Services, Story County Community Services, Child Support Recovery Unit, and the Assault Care Center Extending Shelter and Support for victims of domestic assault and their families.

Professional Connections and Participation:

Each attorney in our office is a member of the Iowa Bar and the Story County Bar Association. We give back to the Bar through frequent informal consultations with local attorneys, participation in statewide email lists, involvement with the local Family Law Committee, and presentations at various local non-profit partners and continuing education seminars. Furthermore, the Story County Bar Association is a strong supporter of the Legal Aid Society of Story County. From the \$140 in annual dues paid by each member of the Story County Bar, \$50 per member is donated to our organization each year.

In addition to the financial contributions, the members of the Story County Bar Association also participate in the Story County Volunteer Lawyer Project (VLP). The VLP extends services to an additional, underserved population of Story County: those with whom we have a direct conflict of interest or those who have an income between 150-175% of the Federal Poverty Guidelines.

The ISBA and Polk County VLP have also been instrumental in our VLP. With their assistance and guidance, we were able to lay a strong foundation for this program and are able to consult with them regarding questions as they arise. We continue to collaborate with the PCVLP as all referrals due to direct conflict are being handled through their office. We are pleased with the progress made through this program and recognize that we would not be able to offer this option to Story County residents if it were not for the support and participation of the Story County attorneys. This is truly an example of what we can accomplish by combining forces!

Occasionally we have need of interpreters for client meetings and events. We have forged a good working relationship with the Spanish department at Iowa State University and other community members. We have been able to rely on advanced Spanish students and fluent community volunteers to assist us with interpreting. We enjoy their enthusiasm and their skills.

We take our responsibilities to our professional networks very seriously and work to maintain and enhance our reputations as excellent practitioners and fair and trustworthy colleagues.

Quality Measurement and Outcomes Assessment: Clients evaluate the services they have received at the end of each case by completing an "exit survey" in which they are invited to share their impressions and comments with us. While it has not completely replaced the hard copy format, we have added a digital format for the client evaluation allowing clients to complete the form electronically. This provides quicker access to the

data and processing of the information. We do follow up with a phone call if a client has not responded to the survey which yields additional data. Attorneys in our office also provide information at the close of a case file allowing us to compile data regarding legal outcomes and the means by which they were achieved (negotiation/settlement, mediation, decisions by the Court, etc.). Again, the forms have been moved to a digital format. In addition, we maintain a comprehensive database in which we start with information collected from the moment we receive an intake form through resolution. We are able to summarize at any moment the number of clients assisted, the types of matters opened and closed, and the geographic distribution of our caseload. We can also identify trends with those that did not become clients. This is providing a broader picture of unmet needs.

Attorneys in our office use CLIO, the online legal case management system, to track hours spent on each client matter, calendar appointments and deadlines, and to ensure that each case proceeds in a timely and efficient manner with task reminders. CLIO also permits tracking trust account funds for clients with ease. Additionally, if a client should request a statement, we are able to provide an itemized statement of work performed for them (without a bill, of course). We have also implemented an additional quality check in the form of monthly case review meetings. This further encourages attorneys to monitor upcoming deadlines or tasks and to provide a brief overview for the other attorneys should an emergency arise.

Our various outcome measures demonstrate that the legal representation provided by our office affects the lives of our clients and their families in a positive way by increasing their physical safety, financial security, and family stability. More than 87% of respondents report that their experience at Legal Aid helped improve their life in FY 2020-2021. While nearly every client we serve indicates that they have benefited from our services in some way, specific benefits include financial security (in over 77% of our cases where it was a possible outcome) and physical safety (in over 88% of applicable cases). Over 86% of our clients report that they have an increased knowledge of the law when their case concludes and 87.5% reported that they were able to make informed decisions in their case. We are proud of our track record of success in our cases, and we are similarly proud of our reputation for excellent legal practice among the members of our local bench and bar.

Working with partner agencies, we give our clients information to increase their knowledge of support services for basic needs such as food, shelter, job training and counseling.

Additional Information and Summary: We are proud of the nearly 48 years of service we have provided to the people of Story County. We hold ourselves to the very highest standards of practice and we work hard to ensure that our clients receive professional,

thorough, zealous representation.

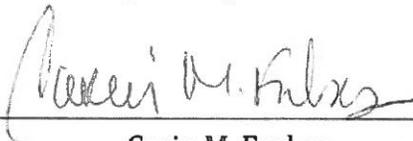
The Legal Aid Society of Story County does not pick and choose cases that will be less complicated or ones that can be completed quickly. Everyone who qualifies under our guidelines receives Legal Aid assistance. Some cases require immediate attention, while others are placed on our waiting list. All of our clients receive consistently high-quality representation even though some cases may require more time than others. We juggle our schedules to make room for the emergency cases as they arise.

We do not provide limited representation (such as document preparation only), nor we do distribute *pro se* packets. Our attorneys do not give legal advice until a person meets with a Legal Aid attorney face to face and they both sign the Legal Aid Client/Attorney Agreement.

The Legal Aid Society of Story County is grateful for the long history of support received from the people of Story County. This support is an affirmation of the consistent, high-quality work we do for our clients and the value we place on service to all persons who qualify. The County's funding of this office is very important. Without it we would not have had three full time lawyers in past years, nor the two attorneys moving forward, and we would not be able to reach out to the numbers of people we do now.

Thank you for your continued support.

Respectfully submitted,

A handwritten signature in cursive script, reading "Carin M. Forbes", is written over a horizontal line.

Carin M. Forbes
Executive Director



Memorandum

To: Story County Board of Supervisors
Through: Michael D. Cox, Director
From: Russ DeWall, Operations Supervisor
Date: February 15, 2022
Re: Consideration of Contract with Finco Tree/Wood Service LLC for Firewood Sales at Hickory Grove Park Campground and Dakins Lake Campground.

We are requesting your approval of the attached firewood vendor contract with Finco Tree/Wood Service LLC. This contract can be renewed for an additional year upon the mutual agreement of the parties.

This vendor has held previous contracts. The county's portion of the revenue (33.33%) is unchanged from the 2021 season contract. Firewood prices will remain unchanged as well at \$6/bundle.

The Story County Conservation Board recommends your approval.

Mudahrben, vice chair
Approval

Date

2/15/22

Disapproval

Date

Firewood Contract Story County Conservation Board

THIS AGREEMENT is entered into by and among the **STORY COUNTY CONSERVATION BOARD AND STORY COUNTY, IOWA**, 56461 180TH Street, Ames, Iowa 50010 hereafter referred to as "COUNTY", and **FINCO TREE/WOOD SERVICE, LLC**, 52724 280th Street, Kelley, Iowa 50134, hereafter referred to as "CONTRACTOR".

The effective date of this Agreement is the date it has been signed by all parties.

The principal purpose of COUNTY entering into this contract is to provide for the availability of firewood for the better accommodation, convenience, enjoyment and welfare of those members of the public using COUNTY parks.

It is hereby agreed that:

1. Grant and Term. Subject to the terms and conditions hereof, COUNTY grants to the CONTRACTOR the right, and CONTRACTOR hereby assumes the obligation and responsibility to sell firewood at Dakins Lake and Hickory Grove Park. The Parties, upon mutual consent, may renew this agreement for one (1) additional annual periods, with the same terms and conditions.
2. County's Obligations. The COUNTY will provide the following:
 - a) Ingress and egress for CONTRACTOR and its employees in performance of their obligations and duties, park management, and normal maintenance on facility/structure used by CONTRACTOR.
3. Contractor's Obligations. CONTRACTOR will provide the following:
 - a) All necessary permits and licenses required to be in compliance with federal, state and local laws.
 - b) Compliance with all rules and regulations adopted by COUNTY in connection with the use of its Parks
 - c) Firewood will be kept in ample supply (at least 1 cord of firewood shall be stocked in each shed and restocked weekly or sooner as needed) at Dakins Lake main campground and Hickory Grove Park Breezy Bay campground. Firewood will be labeled in accordance with state requirements and will originate from STORY COUNTY Iowa. Contractor shall bundle firewood, which will be sold by the Campground Attendants. Firewood will be stocked in locked sheds provided by SCCB (1 shed at each park). Ash species firewood is prohibited.
4. Insurance. During the term of the agreement, the CONTRACTOR shall obtain and maintain in force the insurance coverage specified in this section.
 - a) Commercial General Liability coverage, written on an occurrence basis, with limits of not less than \$1,000,000 per occurrence.
 - b) Business Automobile Liability coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract.
 - c) During the contract term, the CONTRACTOR shall add and maintain COUNTY as additional insureds in the CONTRACTOR's herein required policies.

- d) Before conducting any on site concession activities, the CONTRACTOR will provide COUNTY with a certificate of insurance showing the coverage specified in this section in a form acceptable to COUNTY.
5. Fees. CONTRACTOR shall, for the term of this agreement, pay to COUNTY the following fees: Thirty three and three tenths (33.3) percent of gross revenue. Fees shall be payable monthly.
 6. Days of Operation. Hickory Grove Park- April 1, 2022 – October 31, 2022
Dakins Lake- April 1, 2022 – October 31, 2022
 7. Posting Rates. CONTRACTOR shall, at all times, keep on public display the price of all goods and services provided to the public.
 8. Items to Be Sold. Firewood
 9. Non-Discrimination. The CONTRACTOR agrees to perform its obligations under this contract in a legal, non-discriminatory manner. The CONTRACTOR shall not discriminate against anyone based on race, religion, color, national origin, gender or disability. The CONTRACTOR shall comply with the Americans with Disabilities Act.
 10. Protection of Property. CONTRACTOR shall use reasonable care to protect all COUNTY property from damage caused by himself, his employees, the public, or the elements. All improvements, alterations or other changes to property must be approved by COUNTY prior to commencement of work. COUNTY makes no representation with respect to the condition of the premises or the suitability for use by the CONTRACTOR. COUNTY shall under no circumstances have any duty or responsibility concerning the condition of the facility or its suitability for use unless specifically stated herein. This includes any duty or responsibility to change, alter or repair any facility for any requested use. At the termination of this agreement, CONTRACTOR shall vacate the premises in as good a condition as they were at the time of entry by the CONTRACTOR, except for reasonable use and wear.
 11. Status of Contractor. CONTRACTOR shall at all times be deemed an independent CONTRACTOR and not an employee of COUNTY.
 12. Indemnification. The CONTRACTOR shall defend, hold harmless, and indemnify the COUNTY, its officers, agents, and employees, against any claims, loss, and/or damages directly or indirectly arising from or claiming to arise from any injury to any person(s), damage to any property, or any economic loss, arising out of, in whole or in part, (1) the CONTRACTOR's performance or non-performance of its duties under this contract; and/or (2) any defect in any services provided by the CONTRACTOR. This duty to defend, indemnify, and hold harmless shall include the CONTRACTOR's responsibility for any and all foregoing claims, even if such claims are groundless, false, and/or fraudulent and any and all equitable relief, damages, costs and attorney fees except those caused by either the COUNTY's sole negligence or its willful misconduct.

This obligation shall be continuing in nature and extend beyond the term of this agreement. The doctrine of equitable tolling extends the time within which an action for breach of this provision may be filed.

“CONTRACTOR” and “COUNTY” as used in this section, include the employees, agents, sub-contractors, and any other persons who are directly employed by or otherwise legally responsible, respectively to each party.

13. Release. COUNTY assumes no responsibility for the loss or damage of CONTRACTOR's property or improvements placed on or in the facility and CONTRACTOR hereby expressly releases and discharges COUNTY from any and all liability for loss to such property or improvements. COUNTY is not liable or responsible for any financial loss incurred by the CONTRACTOR in any or all of the facilities that operate or function during the period of this agreement.
14. Advertising. Any printed material to be used (e.g., stationery, brochures, post cards, display advertising, and other like material) in connection with the operation of this business, or any advertising in any manner or form, whether in or about the building and premises or elsewhere, or in any newspaper or otherwise, shall be provided to COUNTY for approval before being displayed, distributed, or advertised. The CONTRACTOR agrees not to display, distribute, or advertise anything not approved in writing by COUNTY.
15. Fire. If the building or other equipment used by the CONTRACTOR shall be damaged or destroyed by fire, act of God or otherwise, and the owner of same does not, within 30 days after such casualty, commence repair or replacement of these facilities and thereafter diligently continue the same to completion, then in that event, this contract shall terminate and each party shall be released from further obligations hereunder. CONTRACTOR agrees to provide all necessary fire safety equipment per COUNTY requirements.
16. Assignment. CONTRACTOR shall not assign any right, delegate any duty or authority or sublet any concession rights hereby granted, in whole or in part, without prior written approval by COUNTY.
17. Termination. Failure to meet any of these requirements will be cause for immediate termination of contract.
18. Notices. Any notices concerning this contract may be given, and all notices required by this contract or concerning performance under this contract shall be given, in writing, and shall be personally delivered or mailed addressed as shown below, or such other address or addresses as may be designated by either of the parties, in writing, from time to time.

Whenever a CONTRACTOR is a corporation or other organized entity, a properly authorized individual must sign the contract. This individual must provide a copy of an appropriate corporate resolution or similar document satisfactory to the COUNTY at the time he or she signs the agreement.

Signature:  1-28-2022
Contractor Date

Signature:  2/14/22
Chair, Story County Conservation Board Date

Signature:  2/15/22
Vice - Chair, Story Co. Board of Supervisors Date



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

Memorandum

To: Story County Board of Supervisors
Through: Michael D. Cox, Director
From: Patrick Shehan, Special Projects Ranger
Date: February 15, 2022
Re: Consideration of Contract with Snyder & Associates for Design Services for paving the Heart of Iowa Nature Trail between the South Skunk River Bridge and 610th Avenue.

The attached professional services contract with Snyder & Associates is for design services for paving the Heart of Iowa Nature Trail between the South Skunk River Bridge and 610th Avenue.

Story County Conservation received a CIRTPA Grant and State Recreational Trails Grant for the funding of this project. The scope of this agreement is for Concept Statement, Preliminary Plans, Check Plans, Final Plans/PDC and Bid Letting Assistance.

This contract is for \$41,700 and will be funded through the existing grants.

The Story County Conservation Board recommends approval.

Patrick Shehan, vice chair

Approval

Disapproval

2/15/22
Date

Date

NOW ON THIS 15th day of February, 2024, Snyder & Associates, Inc.,
2727 SW Snyder Boulevard., Ankeny, IA 50023 (hereinafter, Professional), and
Story County Conservation, 56461 180th Street, Ames, IA 50010
(hereinafter, Client) do hereby agree as follows:

1. **PROJECT:** Professional agrees to provide Professional Services (Services) for Client's project known and identified as: Heart of Iowa Nature Trail – Phase 3A Paving, South Skunk River Bridge to 610th Avenue
2. **SCOPE AND FEES:** The Scope of and the fees to be paid for said Services are set forth on Exhibit A attached hereto and by this reference made a part of this Agreement. Any Services not shown on Exhibit A shall be considered Additional Services. Additional Services may only be added by written change order, amendment or supplement to this agreement signed by both parties.
3. **TIMELINESS:** Professional will perform its services with reasonable diligence and expediency consistent with sound professional practices and within the time period(s), if any, set forth in Exhibit A.
4. **STANDARD OF CARE:** In providing Services under this Agreement, the Professional shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same professional discipline currently practicing under similar circumstances at the same time and in the same or similar locality. Professional makes no warranty, express or implied, as to its professional services rendered under this Agreement. Client shall promptly report to Professional any defects or suspected defects in the Professional's Services of which Client becomes aware. Withholdings, deductions or offsets shall not be made from the Professional's compensation for any reason unless the professional has been found to be legally liable for such amounts by a court of competent jurisdiction.
5. **INVOICE, PAYMENT, INTEREST, SUSPENSION:** Professional shall prepare invoices in accordance with its standard invoicing practices and submit the invoice(s) to Client on a monthly basis. Client agrees to timely pay each invoice within 30 days of the invoice date. Payments not paid within said 30 days shall accrue interest on unpaid balances at the rate of 1.5% per month (or the maximum rate of interest permitted by law, if less) from said 30th day. In addition, Professional may, after giving 7 days written notice to Client, suspend services under this Agreement until Professional has been paid in full for Services, interest, expenses and other related charges rendered, accrued, advanced and/or incurred by Professional to the date of suspension. Client waives any and all claims against Professional arising out of or resulting from said suspension. Payments will be credited first to interest, then to expenses, then to principal.
6. **RELIANCE:** The Client shall furnish, at its expense, all information, requirements, reports, data, surveys and instructions required by this Agreement and Professional may use such furnished information and material in performing its services and is entitled to rely upon the accuracy and completeness thereof. The Professional shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the Client and/or the Client's consultants and contractors.
7. **ASSIGNMENT:** Client shall not transfer, sublet or assign any rights or duties under or interest in this Agreement, without the prior written consent of Professional.
8. **OWNERSHIP OF INSTRUMENTS OF SERVICE:** All reports, drawings, specifications, electronic and hard copy files, field data, notes and other documents and instruments prepared by Professional for the Project are acknowledged to be instruments of service and shall remain the property of the Professional. The Professional shall retain all common law, statutory and other reserved rights, including, without limitation, the copyrights thereto. If Professional agrees to allow transfer of its electronic media file(s), Client understands and agrees that as a condition precedent, it will sign the Professional's "Electronic Media Transfer Agreement" form prior to the transfer of an electronic media file.

ADDITIONAL TERMS AND CONDITIONS

9. **MUTUAL INDEMNIFICATION:** The Professional and the Client mutually agree, to the fullest extent permitted by law, to indemnify and hold each other harmless from any and all damages, liabilities or costs, arising from their own negligent acts, errors or omissions, or willful misconduct in the performance of their services, duties and responsibilities under this Agreement, to the extent that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.
10. **MUTUAL WAIVERS:** Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Professional, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the Project or to this Agreement.
11. **LIMITATION:** In allocating the risks of this Project and notwithstanding any other provision of this Agreement, the Client agrees to limit, to the maximum extent permitted by law, the Professional's liability for the Client's damages to the available limits of the Professional's applicable insurance coverage. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.
12. **DISPUTE RESOLUTION:** Any disputes that arise during the Project or following the completion of the Project will be resolved by representatives from each party who have authority to settle. Those issues not resolved shall be submitted to formal nonbinding mediation prior to submission to a court of competent jurisdiction.
13. **TERMINATION:** The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Professional not less than fifteen (15) calendar days' written notice. Either party may terminate this Agreement for cause upon giving the other party not less than fifteen (15) calendar days' written notice for any of the following reasons:
 - 13.1. Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
 - 13.2. Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
 - 13.3. Suspension of the Project or the Professional's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
 - 13.4. Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.
 - 13.5. In the event of termination of this Agreement by either party, the Client shall within thirty (30) calendar days of termination pay the Professional for all compliant services rendered and all reimbursable costs incurred by the Professional up to the date of termination, in accordance with the payment provisions of this Agreement.
14. **INDEPENDENT CONTRACTOR STATUS:** Professional agrees that the relationship between Professional and the Client is that of an independent contractor for employment tax purposes. The Professional shall be solely responsible for all taxes relating to payments under this Agreement including those of employees.
15. **SEVERABILITY:** If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.
16. **SURVIVAL:** Notwithstanding completion or termination of this Agreement for any reason, all rights duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.
17. **GOVERNING LAW AND JURISDICTION:** The Client and the Professional agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa, without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions. It is further agreed that any legal action between the Client and the Professional arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

18. **INCORPORATION BY REFERENCE:** It is understood and agreed that the provisions of the following attached Exhibits are incorporated herein and by this reference made a part of this Agreement:

Exhibit A Scope of Services

Exhibit B Fee Schedule

Exhibit C Insurance

Exhibit

Stony Co. (Client)

SNYDER & ASSOCIATES, INC. (Professional)

By: [Signature]

By: [Signature]

(Authorized agent)

(Authorized agent)

LINDA MURKEN VICE-CHAIR
(Printed or typed signature)

David N. Moeller, P.E. Pres.
(Printed or typed signature)

Route executed copy to:

EXHIBIT A**HEART OF IOWA NATURE TRAIL
PHASE 3A PAVING – SOUTH SKUNK RIVER BRIDGE TO 610TH STREET****SCOPE OF SERVICES:****I. PROJECT DESCRIPTION**

The Consultant shall provide Professional Services as required to complete the preparation and assembly of the PROJECT as described as follows:

The Heart of Iowa Trail Extension Project from the east side of the South Skunk River Bridge to the intersection of 610th Avenue an approximate distance of 1.9 miles. The trail paving will be along an established aggregate trail surface along former railroad grade. Scope of services include project administration, topographic survey, preliminary design, final design, preparation of construction plans, and bidding assistance. It is the Consultant's understanding that this project will be designed and let as one project with one set of Construction Documents, the project will be let through Iowa DOT. Both Iowa DOT and Iowa SUDAS will be used for design guidance. Iowa DOT Standard Specifications will be used as construction specifications. It is understood that the project has received Transportation Alternative Program (TAP) funding. It is understood that the project will receive NEPA clearance through Programmatic Categorical Exclusion (CE) by Iowa DOT Location and Environment Bureau.

II. SCOPE OF SERVICES**A. BASIC PROFESSIONAL SERVICES****1. Project Administration**

- a. Monthly progress reports and invoicing to the Client.
- b. Project coordination with the Client, County, and utility companies. Two (2) remote meetings are included in this Scope.
- c. Project design review and coordinate with the Client. Two (2) remote meetings are included in this Scope.
- d. Consultant shall assist in preparing and submitting necessary permits for the PROJECT including NPDES Permit, if required. All permit fees will be paid by the Client and permit fees will be passed through monthly invoicing as a separate task.

2. Topographic Survey

- i. The Consultant shall provide topographic survey within the project area described above as follows:
- ii. Horizontal Datum and Vertical Datum of mutual agreement with the Client.
- iii. Set a minimum of one permanent benchmark on site with description and elevation to the nearest 0.01 foot. Larger sites will require benchmarks at intervals not to exceed 1000 feet horizontal or 25 feet vertical.
- iv. Spot elevations displayed to the nearest 0.01 feet to be included for shots. An approximate 50 grid will be used along the existing trail alignment surveying the centerline and edge of trail. Along undeveloped areas within the project limits additional survey will include grade breaks such as tops, toes, drainage ways, tops and bottoms of retaining walls, visible improvements such as structures, parking, signs, sidewalks and other visible features above grade will be shown. Below grade non-visible structures or improvements will be shown from information as provided by site owner and would be approximate. Below grade non-visible structures may require further investigation if potentially in conflict with proposed site improvements. Existing building structures shown are not intended for architectural design or civil site plan design. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees.
- v. Location of trees 6 inches caliper and greater not lying within wooded area will be noted as deciduous or coniferous. Location of trees 6 inches caliper or larger will be surveyed.
- vi. Consultant shall provide known existing utility information based on record information, surface evidence, as-built drawings and utility company field locates. This service includes: contacting Iowa One Call, following Chapter 480 of the Iowa Code to locate existing public utilities on the site, performing a field survey locating visible utilities and the location of below grade utility locates by Iowa One Call. Private utility locates are not included with this service and, if known, will be shown as map location. Specific information required for that purpose should be provided by a specific scope of services. However, this service can be provided upon request with additional fees. This service of utilities shown in conjunction with ASCE Standard CI/ASCE 38-02 constitutes a Quality Level "C" Subsurface Utility Engineering.

3. Preliminary Design

Consultant shall perform preliminary design work necessary to define the project scope and engineers opinion of probable construction costs. Consultant will

utilize Lidar contours outside of existing trail shoulders. Consultant will utilize the topographic survey and base maps to prepare construction drawings for this PROJECT. This plan shall be in substantial conformance with the agreed plan of action from the Client and Iowa DOT. The construction documents and specifications shall include:

- a. Titlesheet showing project location information and other required information per Iowa DOT standards.
- b. Typical section including; trail pavement, roadway crossing detail, subbase, subgrade, shoulder, foreslope/backslope, ditch sections, etc.
- c. General notes sheet.
- d. Project bid items and quantities.
- e. Plan and profile sheets showing base mapping, project trail improvements, construction limits, existing ROW based on Story County GIS assessor parcel mapping, ditch grading, storm sewer and culvert improvements, existing and proposed profile, identification of farm entrances, and other pertinent notes and information. Profile will be noted as matching existing grade unless special design of profile is needed to facilitate drainage or meet ADA compliance.
- f. Survey sheet showing horizontal and vertical project control.
- g. Traffic control and staging sheets including general traffic control and staging notes.
- h. Cross sections along the trail at approximately 50-100' intervals.

Consultant shall submit a Concept Statement to Client for review and approval. Consultant shall submit Concept Statement to Iowa DOT through standard project development procedures.

Consultant shall submit preliminary plans and opinion of probable construction costs to the Client and Iowa DOT through standard project development procedures for review and comment.

4. Final Design

When preliminary plans are reviewed and upon notice from the Client to proceed on Final Design, the Consultant shall prepare final design details and construction plans for the project. Final design and plan production to include;

- a. Titlesheet showing project location information and other required information per Iowa DOT standards.
- b. Typical section including; trail pavement, roadway crossing detail, subbase, subgrade, shoulder, foreslope/backslope, ditch sections, etc.
- c. General notes sheet.
- d. Project bid items, quantities, and estimate reference information.

- e. Other project tabulations and standard notes.
- f. Road crossing details.
- g. Standard type culvert design or extensions, if applicable.
- h. Plan and profile sheets showing base mapping, project trail improvements, construction limits, existing ROW based on Story County GIS assessor parcel mapping, ditch grading, storm sewer and culvert improvements, existing and proposed profile, identification of farm entrances, and other pertinent notes and information. Profile will be noted as matching existing grade unless special design of profile is needed to facilitate drainage or meet ADA compliance.
- i. Survey sheet showing horizontal and vertical project control.
- j. Traffic control and staging sheets including general traffic control and staging notes.
- k. Pedestrian ramp details ("S" Sheets).
- l. Cross sections along the trail at approximately 50-100' intervals.

Consultant shall submit Check Plans and opinion of probable construction costs to the Client and Iowa DOT through standard project development procedures for review and comment.

Following review and comment from the Check Plans, Consultant shall prepare and submit Final Plans / Contract Documents to the Client and Iowa DOT through standard project development procedures. Consultant shall prepare the Project Development Certificate for the Client to review, sign, and return for ultimate submission with Contract Documents.

The Consultant preparation of statements of probable construction cost for the project are based upon the design developed for each plan submittal. Statements of probable construction costs prepared by the Consultant represent the best judgment as a design professional familiar with the construction industry. It is recognized, however, that the Consultant has no control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Consultant does not guarantee that any actual cost will not vary from any cost estimate prepared by the Consultant.

5. Bid Letting and Plan Distribution

This scope of services includes one project bid letting and one set of Construction Documents that will be bid through the Iowa DOT. The Consultant shall assist

the Client and Iowa DOT in clarification of the project design and issue addenda as required, tabulate bids, and make a recommendation to Client regarding award to the project.

6. Changes in the Scope of Services

The Client may request Extra Services for the Consultant not included in the Scope of Services as outlined, Extra Services may include, but not be limited to, expanding of the scope of the project and work to be completed, requesting the development of various documents; traffic related studies; aesthetic design; submittal/application/permit fees; cultural, biological, threatened and endangered species reviews, or NEPA studies or documentation; wetland delineation, permitting, and mitigation; hydraulic studies, boundary survey, easement and property acquisition assistance, construction services, alternative analysis, structural evaluation and design, and requesting additional work items that increases the Professional Services and corresponding costs. Extra Services shall be performed as requested in writing by the Client on an hourly basis in accordance with the current fiscal year Snyder & Associates, Inc. Standard Fee Schedule in affect at the time of actual performance. All services quoted on a lump sum basis shall be valid for one year from the contract date.

III. PROJECT SCHEDULE

The Project shall be performed by the Consultant in accordance with a schedule mutually developed by the Client and the Consultant. The development of the Project will follow Iowa DOT IM 3.010 with the following milestone submittal dates:

Concept Statement	June 21, 2022
Preliminary Plans	June 21, 2022
Check Plans	August 2, 2022
Final Plans / PDC	September 20, 2022
Bid Letting	December 20, 2022

IV. COMPENSATION AND TERMS OF PAYMENT

The Client shall pay the Consultant in accordance with the terms and conditions of this Agreement. The total Project fee is broken down as described below.

The Professional Services fee shall be on the basis of hourly rates and expenses as outlined in Exhibit B, Standard Fee Schedule. Total fees of services shall not exceed the following without approval of the Client.

Project Administration	\$5,900
Topographic Survey	\$5,500
Preliminary Design	\$11,200
Final Design	\$16,900
<u>Bid Letting Assistance</u>	<u>\$2,200</u>
Total Basic Professional Services Fees	\$41,700

EXHIBIT B

SNYDER & ASSOCIATES, INC. 2021-22 STANDARD FEE SCHEDULE

Billing Classification/Level	Billing Rate
Professional	
<i>Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist Project Manager, Planner, Right-of-Way Agent, Graphic Designer</i>	
Principal II	\$220.00 /hour
Principal I	\$209.00 /hour
Senior	\$190.00 /hour
VIII	\$174.00 /hour
VII	\$165.00 /hour
VI	\$157.00 /hour
V	\$146.00 /hour
IV	\$136.00 /hour
III	\$124.00 /hour
II	\$112.00 /hour
I	\$99.00 /hour
Technical	
<i>CADD, Survey, Construction Observation</i>	
Lead	\$133.00 /hour
Senior	\$127.00 /hour
VIII	\$118.00 /hour
VII	\$109.00 /hour
VI	\$98.00 /hour
V	\$88.00 /hour
IV	\$80.00 /hour
III	\$72.00 /hour
II	\$66.00 /hour
I	\$58.00 /hour
Administrative	
II	\$68.00 /hour
I	\$56.00 /hour
Reimbursables	
Mileage	<i>current IRS standard rate</i>
Outside Services	<i>As Invoiced</i>

EXHIBIT C
SNYDER & ASSOCIATES, INC.
SHUCK-BRITSON, INC.
SNYDER & ASSOCIATES ENGINEERS & PLANNERS, INC.
INSURANCE

1. **INSURANCE.** The Professional will endeavor to obtain and maintain the following insurance policies with coverage and limits as indicated for the period of design and construction of the Project and for a period of three (3) years following substantial completion, if such coverage is reasonably available at commercially affordable premiums. Professional will provide certificates of insurance showing the following coverage:
 - 1.1. **Commercial General Liability Policy** with limits of \$1,000,000.00 each occurrence and \$2,000,000.00 general aggregate per project. This policy shall be written or endorsed to include the following provisions:
 - 1.1.1. Client and Owner shall be named as additional insureds with 30 day notice of cancellation.
 - 1.1.2. Products/Completed Operations
 - 1.1.3. Personal and Advertising Injury
 - 1.1.4. Damage to Rented Premises
 - 1.1.5. Waiver of Subrogation
 - 1.2. **Commercial Automobile Liability Policy** with limits of \$1,000,000.00 each accident, combined single limits. This policy shall be written or endorsed to include the following:
 - 1.2.1. Client and Owner shall be named as additional insureds with 30 day notice of cancellation.
 - 1.2.2. Any Auto; Hired Autos; and, Non-owned Autos.
 - 1.3. **Umbrella Liability Policy** with limits of \$5,000,000.00 each occurrence and \$5,000,000.00 aggregate with \$10,000.00 retention.
 - 1.4. **Professional Liability Policy** with limits of \$2,000,000.00 per claim and \$4,000,000.00 aggregate.
 - 1.4.1. Client and Owner to be given 30 day notice of cancellation.
 - 1.5. **Workers Compensation Policy** as required by statute, including Employers' Liability, with limits of:
 - 1.5.1. \$1,000,000.00 each accident
 - 1.5.2. \$1,000,000.00 Disease - each employee
 - 1.5.3. \$1,000,000.00 Disease – policy limit
2. The indicated coverage shall be subject to all of the terms, exclusions and conditions of the policies.
3. For the purposes of this Agreement, *reasonably available* shall mean that the Professional can secure at least three premium quotes for comparable coverage by admitted, A.M. Best Co. A-rated carriers. *Commercially affordable* shall mean the premium charged is no more than a multiple of one and one-half (1 ½) times the premium paid for comparable coverage in place when this Agreement was executed.

MEMORANDUM OF AGREEMENT

This agreement is made and entered into this 15th day of January, 2022, by and between Story County, party of the first part, hereinafter called the COOPERATOR and Condrey and Associates, Inc., party of the second part, hereinafter called the CONSULTANT. All obligations under this agreement will be performed by Condrey and Associates, Inc.

WITNESSETH, inasmuch as the COOPERATOR is desirous of setting up a cooperative service with Condrey and Associates and inasmuch as the CONSULTANT is willing to undertake and conduct such a cooperative service, the purpose of this agreement is to establish the terms and conditions under which such a cooperative service will be accomplished pursuant to the conditions herein set forth.

The CONSULTANT is an independent contractor. Furthermore, the parties hereto agree that any information gathered from the COOPERATOR or its employees, and the documents prepared therefrom, shall be the property of the COOPERATOR. They shall remain confidential and shall not be used by CONSULTANT other than in its duties and responsibilities hereunder.

NOW, THEREFORE, in consideration of the following mutual promises, covenants, and conditions, it is agreed as follows:

Section I

Condrey and Associates will:

a. Carry on the cooperative service via telephone, Zoom, and in the offices of Condrey and Associates substantially as set forth in the attached outline marked "Appendix A" and made a part of this agreement.

b. Preserve all of its records bearing upon the amounts payable under this agreement, and further agrees that any specifically authorized representative of the COOPERATOR shall, until the expiration of one year after final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of Condrey and Associates involving transactions related to this agreement.

Section II

COOPERATOR will pay Condrey and Associates a fixed fee of \$32,500. This amount will be paid in two (2) equal installments within twenty (20) days of receipt of billing. The invoices should be directed to Alissa Wignall, PHR, SHRM-CP, MSHRD, Director of Internal Operations and Human Resources, Story County, 900 6th Street, Nevada, IA 50201; telephone number (515) 382-7204. The billings shall occur on March 15, 2022 and June 1, 2022.

Section III

The term of this agreement shall be from March 1, 2022 through June 30, 2022. However, it may be terminated by either party by written notice of such intent submitted 30 days in advance. In the event of such termination, the COOPERATOR will pay Condrey and Associates a prorated portion of the upcoming installment consistent with the revised termination date. Condrey and Associates will continue to work on the project until the revised termination date and will provide to the COOPERATOR interim findings and summary notes that reflect the status of the project at the time of revised termination.

Section IV

This agreement may be modified at any time by mutual consent of the parties hereto.

Any modification hereto shall be in writing and signed by both parties.

Section V

Neither party to this agreement will discriminate against any person, employee or applicant for employment because of race, creed, color, religion, sex, national origin, ancestry, age, veteran status, or disability.

IN WITNESS WHEREOF, this agreement is entered into on the date first above written.

FOR CONDREY AND ASSOCIATES:

Stu Condrey
Stephen E. Condrey
President

Date: 2-9-22

Jan H. Hansford
Jan H. Hansford
Vice President

Date: 2-09-22

Corporate Seal

FOR STORY COUNTY:

Mrs. [unclear] vice-chair

Date: 2/15/22

APPENDIX A

Contract for Technical Assistance to Story County: Proposal for Reviewing and Updating the County's Compensation and Classification System

The administration of Story County has determined the need for a review and updating of the job classification system and pay plan for selected jobs covered under its personnel system.

Condrey and Associates proposes the following schedule of activities to accomplish four objectives:

1. Review and revise the current personnel classification system and pay plan for all employees covered under this agreement;
2. Produce an updated description of each job and produce a classification system based on job content analysis;
3. Collect salary data and produce a recommended pay plan based on job analysis, job evaluation, and survey data; and
4. Train designated personnel in each step of classification and pay plan development to help insure the implementation and maintenance of the system.

Phase I – Developing a Work Plan and Schedule of Activities

- 1.1 Condrey and Associates, in cooperation with appropriate officials, will generate a work plan of activities and target dates for completion.
- 1.2 During this phase all the documents detailing the current personnel policies and procedures, job classification system and pay plan will be made available to Condrey and Associates for review and analysis.

Phase II – Job Analysis Survey

- 2.1 Condrey and Associates will develop a detailed job survey form to be completed by position incumbents. This data will serve as the basis for generating updated job descriptions, job classifications, and job evaluations (ranking of jobs).

- 2.2 Condrey and Associates will determine the number of interviews and/or job audits that will need to be conducted to insure adequate data for generating a complete and valid description of each job and job classification. It is anticipated approximately 75% of the county's 120 employees covered by this letter of agreement will be interviewed concerning their job duties and responsibilities.
- 2.3 After the job survey, job audits and interview data are analyzed, a properly formatted job description will be completed for each job. The written job description will draw on four sources of information: (1) current job descriptions, (2) information from the job survey, (3) supervisors' review and critique, and (4) interviews and job audits.

Phase III – Job Evaluation

- 3.1 Condrey and Associates will furnish a job evaluation format of established procedures for ranking jobs and measuring differences in job content.
- 3.2 Condrey and Associates and appropriate officials will select a format best suited for measuring different levels of knowledge, skills, and abilities required to perform the jobs to be evaluated.

Phase IV – Developing a Compensation Structure

Condrey and Associates will:

- 4.1 Condrey and Associates will conduct a salary survey of organizations specifically for this project. The survey will include up to 20 organizations and 40 benchmark positions.
- 4.2 Condrey and Associates will collect, review, and format published salary data covering relevant public and private organizations.
- 4.3 Condrey and Associates will analyze and format the survey data for use in establishing competitive pay levels.
- 4.4 After the survey data is compiled, Condrey and Associates will review all data generated to this point with appropriate officials to determine what additional information needs to be considered before moving to the next phase.

Phase V – Developing a Pay Plan

Condrey and Associates will:

- 5.1 Establish recommended pay grades based on the job evaluation results (Phase III) and the wage survey (Phase IV).

- 5.2 Establish pay steps or ranges in each grade and present the complete recommended pay plan to appropriate officials for review. At this point the plan will reflect the data from Phases III and IV as well as cost-of-living data and the jurisdiction's financial condition and compensation policy.

Phase VI – Implementing and Administering the Program

Condrey and Associates will:

- 6.1 Recommend a series of career ladders and lattices as appropriate.
- 6.2 Determine the proper FLSA designation of each position.
- 6.3 Present alternative plans to ameliorate salary compression.
- 6.4 Be available to provide a reasonable level of ongoing technical assistance necessary to maintain the program.

Cost and Duration

The cost to Condrey and Associates to provide the services specified in this proposal will be a **fixed fee** of \$32,500. Considering the scope of the project, we anticipate a four (4) month work plan beginning March 1, 2022, with final reports submitted on or before June 30, 2022. Follow-up technical assistance will be provided through June 30, 2023 at no additional cost to the County (with the exception of travel-related costs). Formal involvement would terminate June 30, 2022.

Story County
Schedule of Activities

<u>DATE</u>	<u>ACTIVITY</u>
March 2022	<ul style="list-style-type: none">o Conduct project orientation for human resources staff, department heads, elected officials and Board of Supervisorso Distribute position questionnaireso Completed position questionnaires returned to Condrey and Associates
April 2022	<ul style="list-style-type: none">o Conduct employee interviewso Conduct salary survey
May 2022	<ul style="list-style-type: none">o Continue salary survey
June 2022	<ul style="list-style-type: none">o Develop preliminary cost estimateo Present preliminary classification and pay reporto Publish final report
July 2022 – June 2023	<ul style="list-style-type: none">o Provide follow-up technical assistance in pay plan implementation.

Project Directors: Dr. Stephen E. Condrey, President
Ms. Jan Hansford, Vice President
Condrey and Associates, Inc.
PO Box 7907
Athens, GA 30604-7907
(706) 380-7107 (Phone)
steve@condrey-consulting.com
jan@condrey-consulting.com
www.condrey-consulting.com

NOTICE OF APPOINTMENT

PERSON APPOINTED: Ron Smith

BOARD COMMISSION OR COMMITTEE APPOINTED TO:
Aging Resources of Central Iowa

LENGTH OF TERM: 2 Years

IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? No

IF SO, WHO'S TERM: _____

WHO NEEDS TO BE NOTIFIED? _____

DATE APPOINTED: 2/14/2022

DATE OF TERM EXPIRED: 12/31/2023

APPROVED **DENIED**
Board Member Initials: gmr
Meeting Date: 2/15/22
Follow-up action: _____



www.sysaid.com

Tuesday, February 1, 2022

QN-01188546

Cost Proposal

For: Story County

Account Name: storycounty1813830702

Order includes:	TOTAL COST
SysAid (On-Premise, Fusion) Help Desk (Basic) <ul style="list-style-type: none"> ✓ 13 Administrators ✓ Unlimited(∞) End Users ✓ 500 Assets ✓ 1 Remote Control Gateway channel ✓ 1 My Desktop channel 	<p>\$4,339 (USD)</p> <div style="background-color: #808080; color: white; padding: 10px; display: inline-block; border-radius: 5px;"> <p>Proceed Now</p> </div>

Your SysAid license for account name "storycounty1813830702" will be renewed from May 03, 2022 until May 02, 2023.

#	Item Details	Unit Cost	Units	Duration	Cost
1	Maintenance Fee	\$4,373/year	1	12	\$4,373
Total (USD):					\$4,373

Prepaid items

#	Item Details	Unit Cost	Units	Duration	Cost
1	Additional Administrator	-\$408/year	1		-\$34
Prepaid Subtotal:					-\$34
Subtotal:					\$4,339



CICS

Supporting Individuals. Strengthening Communities.

STATEMENT OF UNDERSTANDING

FY 2022

According to the Central Iowa Community Services (CICS) 28E (*emphasis added*):

6.4 Employment of staff

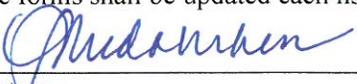
(a) All staff members performing services for the Region, including, but not limited to, the CEO, Administrative Team members, coordinators of adult disability services, coordinators of children's behavioral health services, service coordinators, office support, planners, etc., may remain employees of his or her respective county. **If so, there will be a statement of understanding between the Governing Board and the individual county Boards of Supervisors that will identify the individual employee, the position to be filled, and the portion of the employee's wages and benefits that will be the responsibility of the Region.**

This document serves as the Statement of Understanding between _____ Story _____ County and Central Iowa Community Services for the following positions:

Employee	Position	% of wages and benefits
Jennifer Radley	Administrative Assistant II	100%

Begin Date February 22, 2022

The costs for the above position, including salary, benefits and other expenses shall be paid using regional funds currently held by _____ Story _____ County in their County Fund 10. Beginning 7/1/17 the amount of salary paid from Fund 10 shall not exceed the maximum reimbursement rate for the position, as approved annually by the CICS Governing Board, multiplied by the percentage of the position that is regionally funded. Individuals in the position prior to 7/1/17 shall be grandfathered in at the pay rate they are receiving 7/1/17 and CICS will allow an annual increase for reimbursement for the position not to exceed the percentage increase allowed for the regional pay matrix annually by the CICS Governing Board. These forms shall be updated each fiscal year or as mutually agreed upon.


Signature

LINDA MURKEN
Printed Name

Vice
Chair, _____ Story _____ County Board of Supervisors

2/15/22
Date

Signature

Printed Name

Chair, Central Iowa Community Services

Date

STORY COUNTY UTILITY PERMIT

Date 2/10/22

To the Board of Supervisors, Story County, Iowa:

The Unite Private Networks, LLC Company, incorporated under the laws of Missouri, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of fiber optic cable on secondary route US Highway 69, from south of 282nd Street to 280th Street, a distance of 0.40 miles.

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

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

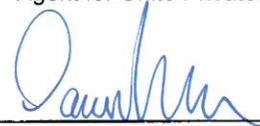
Date February 8th, 2022

Unite Private Networks, LLC
Name of Company (Applicant - Permittee)


by Sean Kelly 515-633-1510
Agent for Unite Private Networks, LLC Phone no.

Recommended for Approval:

Date 2-10-22

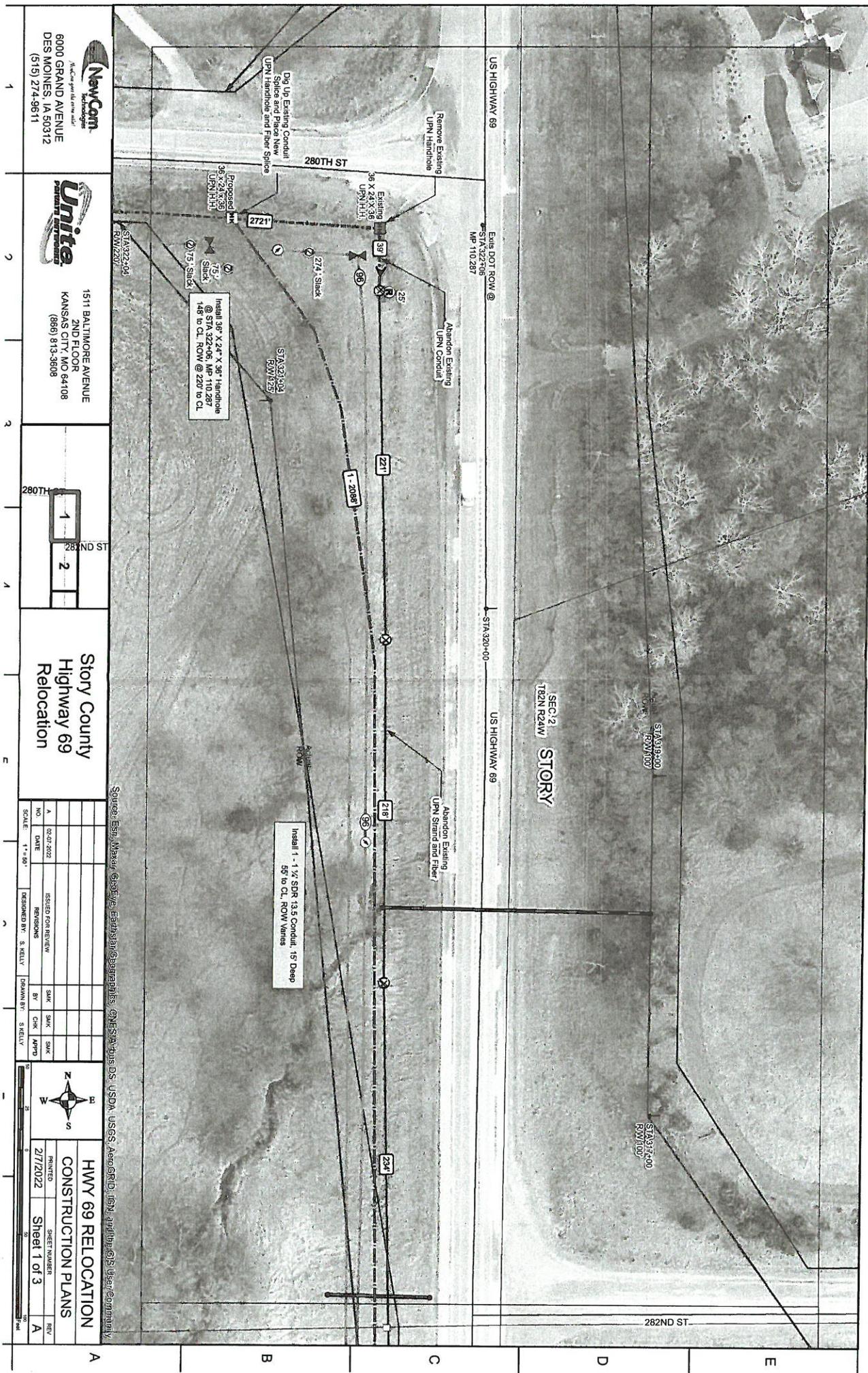

County Engineer 515-382-7355
Phone no.

Approved:

Date 2-15-22

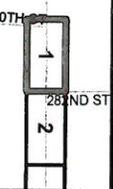

Vice Chair, Board of Supervisors
Story County, Iowa

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



NewCom
 Aerial Services
 6000 GRAND AVENUE
 DES MOINES, IA 50312
 (515) 274-9611

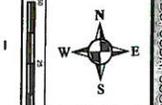
Unite
 PERMANENT CONSTRUCTION
 1511 BALTIMORE AVENUE
 2ND FLOOR
 KANSAS CITY, MO 64108
 (866) 813-3608



**Story County
 Highway 69
 Relocation**

Source: Esri, Maxar, GeoEye, Earthstar, IGN, Swire, USGS, AeroGRID, IGN, and the GIS User Community

NO.	DATE	ISSUED FOR REVIEW	BY	CHK	APP'D
1	02/27/2022	ASSIGNED FOR REVIEW	SKM	SKM	SKM
SCALE: 1" = 60'		DESIGNED BY: S. KELLY	DRAWN BY: S. KELLY		



**HWY 69 RELOCATION
 CONSTRUCTION PLANS**
 PRINTED: 2/17/2022
 SHEET NUMBER: A
 SHEET 1 OF 3



**STORY COUNTY
BOARD OF SUPERVISORS
LISA K. HEDDENS
LINDA MURKEN
LATIFAH FAISAL**

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

APPROVED *JMW, V. Chai*
 Board Member Initials: _____
 Meeting Date: 2/15/22
 Follow-up action: _____

February 15, 2022

Story County Board of Supervisors
900 6th Street
Nevada, IA 50201

RE: Request Approval of FY23 Funding Recommendations

Dear Board of Supervisors,

Attached is a copy of the funding recommendations for FY23 for your approval. In December, the Board approved \$1,689,793 for the ASSET budget allocation process. Overall, this is roughly 6% more than the FY22 amount of \$1,592,631. Below is a more detailed breakdown of the FY23 funds and increase (if any) over FY22:

General Basic (GB): \$1,295,607 (8% increase)
 Local Option (LO): \$ 21,036 (6% increase)
 Public Health (PH): \$ 373,150 (no increase)

Of the amount made available to the process, \$1,675,919 was recommended for allocation, leaving \$13,874 unallocated. Of the unallocated funds, \$13,003 (GB) is recommended to be earmarked for housing services. The County's contribution represents 35% of the total \$4,771,222 of pooled resources that will be used to fund a variety of human services provided by ASSET agencies in Story County (i.e. food, childcare, emergency shelter, transitional housing, transportation, medical and dental care, youth programs, support for seniors—meals, activities, legal aid and many other services).

Some agencies requested and received funding increases above 6%. See the list below:

Agency	FY22 Budget	FY23		
		Total Requested	Total Recommended	Recommended Increase Over FY22
ACCESS	\$ 68,641	\$ 73,446	\$ 73,439	7%
Boys & Girls Club	\$ 24,726	\$ 28,275	\$ 28,142	14%
Bridge Home	\$ 75,999	\$300,000	\$ 87,413	15%
HIRTA	\$111,000	\$143,550	\$127,428	15%
Legal Aid	\$122,000	\$147,341	\$139,272	15%
The Salvation Army	\$ 5,988	\$ 11,939	\$ 11,939	99%
University Child Care	\$ 21,119	\$ 25,343	\$ 23,758	12%

Respectfully,

Sandra King
Director of External Operations and County Services

FY23 Funding Recommendations Summary

Agency	FY22 Budget	FY23 Requested	FY23 Recommended	\$ Chg From FY22	% Chg From FY22
Able Up Iowa	\$625.00	\$625.00	\$625.00	\$0.00	0%
ACCESS	\$68,641.00	\$73,446.00	\$73,439.00	\$4,798.00	7%
Ames Community Preschool Center (ACPC)	\$25,266.00	\$26,277.00	\$26,277.00	\$1,011.00	4%
All Aboard for Kids	\$2,554.00	\$2,500.00	\$2,500.00	-\$54.00	-2%
Boys & Girls Club of Story County	\$24,726.00	\$28,275.00	\$28,142.00	\$3,416.00	14%
Bridge Home	\$75,999.00	\$300,000.00	\$87,413.00	\$11,414.00	15%
Center for Creative Justice (CCJ)	\$34,888.00	\$35,935.00	\$35,935.00	\$1,047.00	3%
ChildServe	\$9,500.00	\$10,000.00	\$10,000.00	\$500.00	5%
Heartland Senior Services (HSS)*	\$105,045.00	\$108,199.00	\$108,199.00	\$3,154.00	3%
HIRTA Public Transit*	\$111,000.00	\$143,550.00	\$127,428.00	\$16,428.00	15%
Legal Aid Society of Story County	\$122,000.00	\$147,341.00	\$139,727.00	\$17,727.00	15%
Lutheran Services in Iowa (LSI)	\$3,000.00	\$2,509.00	\$2,509.00	-\$491.00	-16%
Mary Greely Medical Center (MGMC)	\$373,150.00	\$373,100.00	\$373,100.00	-\$50.00	-.01%
Mid-Iowa Community Action (MICA)	\$10,253.00	\$10,253.00	\$10,253.00	\$0.00	0%
Primary Health Care (PHC)	\$33,287.00	\$33,000.00	\$33,000.00	-\$287.00	-.86%
Raising Readers	\$14,993.00	\$15,893.00	\$15,850.00	\$857.00	6%
RSVP	\$27,796.00	\$29,100.00	\$29,100.00	\$1,304.00	5%
Story Time Childcare	\$49,000.00	\$50,000.00	\$50,000.00	\$1,000.00	2%
The Salvation Army (TSA)	\$5,988.00	\$11,939.00	\$11,939.00	\$5,951.00	99%
University Community Childcare (UCC)	\$21,119.00	\$25,343.00	\$23,758.00	\$2,639.00	12%
Youth and Shelter Services (YSS)	\$464,518.00	\$552,067.00	\$486,725.00	\$22,207.00	5%
Total	\$1,583,348.00	\$1,979,352.00	\$1,675,919.00		
FY22 Total included sequestered funds - Vol Center & MICA	\$2,373.00				
Total	\$1,585,721.00	\$1,979,352.00	\$1,675,919.00	\$90,198.00	6%

22/23 FINAL ASSET FUNDING RECOMMENDATIONS

Agency	Service	Index	CO	Req 21/22	Req 22/23	County	UW	ISU	City	Total	%Change	%Funded
ACCESS	Public Ed/ Awareness	1.12	gb	\$ 18,736	\$ 20,048	\$ 1,777	\$ 3,159	\$ 10,210	\$ 4,388	\$ 19,534	4.26%	97.44%
ACCESS	Emergency Shelter - Battering Shelter	2.08	gb	\$ 121,421	\$ 129,921	\$ 35,265	\$ 33,360	\$ -	\$ 61,296	\$ 129,921	7.00%	100.00%
ACCESS	Domestic Abuse Crisis/ Support	3.07	gb	\$ 87,088	\$ 93,185	\$ 26,964	\$ 23,835	\$ 9,483	\$ 32,903	\$ 93,185	7.00%	100.00%
ACCESS	Sexual Abuse Crisis/ Support	3.08	gb	\$ 33,618	\$ 35,970	\$ 6,853	\$ 6,898	\$ 13,439	\$ 8,780	\$ 35,970	7.00%	100.00%
ACCESS	Court Watch	3.10	gb	\$ 16,906	\$ 18,089	\$ 2,580	\$ 4,273	\$ 4,700	\$ 6,536	\$ 18,089	7.00%	100.00%
	Total			\$ 277,769	\$ 297,213	\$ 73,439	\$ 71,525	\$ 37,832	\$ 113,903	\$ 296,699	6.82%	99.83%
ACPC	Daycare - Infant	2.02	gb	\$ 22,046	\$ 22,927	\$ -	\$ 3,339	\$ 10,184	\$ 9,300	\$ 22,823	3.52%	99.55%
ACPC	Daycare - Children	2.03	gb	\$ 138,543	\$ 144,085	\$ 22,247	\$ 40,493	\$ 4,228	\$ 77,117	\$ 144,085	4.00%	100.00%
ACPC	Daycare - School Age	2.04	gb	\$ 51,651	\$ 53,717	\$ 4,030	\$ 5,842	\$ 1,631	\$ 41,518	\$ 53,021	2.65%	98.70%
	Total			\$ 212,240	\$ 220,729	\$ 26,277	\$ 49,674	\$ 16,043	\$ 127,935	\$ 219,929	3.62%	99.64%
All Aboard for Kids	Out of School Program	1.09	gb	\$ 9,000	\$ 14,500	\$ 2,500	\$ 4,813	\$ -	\$ 4,500	\$ 11,813	31.26%	81.47%
	Total			\$ 9,000	\$ 14,500	\$ 2,500	\$ 4,813	\$ -	\$ 4,500	\$ 11,813	31.26%	81.47%
American Red Cross	Disaster Services	2.12	gb	\$ 18,933	\$ 30,000	\$ -	\$ 9,854	\$ -	\$ 9,933	\$ 19,787	4.51%	65.96%
	Total			\$ 18,933	\$ 30,000	\$ -	\$ 9,854	\$ -	\$ 9,933	\$ 19,787	4.51%	65.96%
Boy Scouts	Youth Dev/ Social Adj	1.07	gb	\$ 11,982	\$ 14,000	\$ -	\$ 12,383	\$ -	\$ -	\$ 12,383	3.35%	88.45%
	Total			\$ 11,982	\$ 14,000	\$ -	\$ 12,383	\$ -	\$ -	\$ 12,383	3.35%	88.45%
Boys/Girls Club	Youth Dev/ Social Adj	1.07	gb	\$ 221,531	\$ 232,607	\$ 21,518	\$ 82,473	\$ 2,550	\$ 122,560	\$ 229,101	3.42%	98.49%
Boys/Girls Club	Youth Dev/ Social Adj - Nevada	1.07	gb	\$ 6,488	\$ 10,495	\$ 6,624	\$ 3,212	\$ -	\$ -	\$ 9,836	51.60%	93.72%
	Total			\$ 228,019	\$ 243,102	\$ 28,142	\$ 85,685	\$ 2,550	\$ 122,560	\$ 238,937	4.79%	98.29%
Bridge Home	Emergency Assist. for Basic Needs - Rapid Re-Housing	2.01	gb	\$ 5,282	\$ 150,000	\$ -	\$ 1,824	\$ -	\$ 19,172	\$ 20,996	297.50%	14.00%
Bridge Home	Emergency Shelter	2.08	gb	\$ 220,165	\$ 430,000	\$ 62,791	\$ -	\$ -	\$ 92,927	\$ 155,718	-29.27%	36.21%
Bridge Home	Transitional Living	2.07	gb	\$ 50,243	\$ 255,000	\$ 24,632	\$ 12,427	\$ -	\$ 31,921	\$ 68,970	37.27%	27.05%
Bridge Home	Service Coordination - Rapid Re-Housing Program	3.13	gb	\$ 10,743	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-100.00%	#DIV/0!
	Total			\$ 286,433	\$ 835,000	\$ 87,413	\$ 14,251	\$ -	\$ 144,020	\$ 245,684	-14.23%	29.42%
Campfire USA	Youth Dev/ Social Adj - Extended Learning	1.07	gb	\$ 4,850	\$ 3,250	\$ -	\$ 2,550	\$ 200	\$ 500	\$ 3,250	-32.99%	100.00%
Campfire USA	Daycare - Schoolage Ext Learning	2.04	gb	\$ 23,880	\$ 26,700	\$ -	\$ 20,829	\$ 667	\$ 3,245	\$ 24,741	3.61%	92.66%
Campfire USA	Daycare - Schoolage Scholarships	2.04	gb	\$ 5,056	\$ 3,050	\$ -	\$ 1,274	\$ 80	\$ 1,650	\$ 3,004	-40.59%	98.49%
	Total			\$ 33,786	\$ 33,000	\$ -	\$ 24,653	\$ 947	\$ 5,395	\$ 30,995	-8.26%	93.92%
CCJ	Correctional Services - Probation Services	2.09	gb	\$ 115,121	\$ 118,575	\$ 35,935	\$ 11,724	\$ 4,430	\$ 64,860	\$ 116,949	1.59%	98.63%
	Total			\$ 115,121	\$ 118,575	\$ 35,935	\$ 11,724	\$ 4,430	\$ 64,860	\$ 116,949	1.59%	98.63%
ChildServe	Daycare - Infant	2.02	gb	\$ 15,770	\$ 15,770	\$ 5,000	\$ 4,770	\$ -	\$ 6,000	\$ 15,770	0.00%	100.00%
ChildServe	Daycare - Children	2.03	gb	\$ 24,500	\$ 26,700	\$ 5,000	\$ 5,700	\$ -	\$ 16,000	\$ 26,700	8.98%	100.00%
	Total			\$ 40,270	\$ 42,470	\$ 10,000	\$ 10,470	\$ -	\$ 22,000	\$ 42,470	5.46%	100.00%
Friends of CASA	Volunteer Management	1.11	gb	\$ -	\$ 51,827	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0.00%
	Total			\$ -	\$ 51,827	\$ -	\$ -	\$ -	\$ -	\$ -	#DIV/0!	0.00%

22/23 FINAL ASSET FUNDING RECOMMENDATIONS

Agency	Service	Index	CO	Rec 21/22	Req 22/23	County	UW	ISU	City	Total	%Change	%Funded
Girl Scouts	Youth Dev/ Social Adj	1.07		\$ 10,927	\$ 12,749	-	\$ 11,286	-	\$ -	\$ 11,286	3.29%	88.52%
	Total			\$ 10,927	\$ 12,749	-	\$ 11,286	-	\$ -	\$ 11,286	3.29%	88.52%
Good Neighbor	Emerg. Assistance for Basic Needs - Rent/Utility	2.01		\$ 32,631	\$ 46,000	-	\$ 15,000	\$ 2,597	\$ 25,000	\$ 42,597	30.54%	92.60%
	Emerg. Assistance for Basic Needs - Healthy Food	2.01		\$ 12,147	\$ 12,900	-	\$ 6,396	\$ -	\$ 6,400	\$ 12,796	5.34%	99.19%
	Total			\$ 44,778	\$ 58,900	-	\$ 21,396	\$ 2,597	\$ 31,400	\$ 55,393	23.71%	94.05%
HIRTA	Transportation - City	2.13		\$ 48,479	\$ 146,150	\$ 12,883	\$ 6,407	-	\$ 46,078	\$ 65,368	34.84%	44.73%
	Transportation - Story County	2.13	gb	\$ 112,948	\$ 120,661	\$ 114,545	\$ 2,273	-	\$ -	\$ 116,818	3.43%	96.82%
	Total			\$ 161,427	\$ 266,811	\$ 127,428	\$ 8,680	-	\$ 46,078	\$ 182,186	12.86%	68.28%
HSS	Emerg. Assistance for Basic Needs - Senior Food	2.01	gb	\$ 11,615	\$ 11,963	\$ 1,766	\$ 5,619	-	\$ 4,532	\$ 11,917	2.60%	99.62%
	Activity/ Resource Center	3.14		\$ 44,985	\$ 9,266	-	\$ 1,010	-	\$ 8,256	\$ 9,266	-79.40%	100.00%
	Daycare - Adults/ Adult Day Center	3.02	gb	\$ 92,854	\$ 95,641	\$ 19,766	\$ 12,167	-	\$ 63,708	\$ 95,641	3.00%	100.00%
HSS	Daycare - Adults - Adult Day Center	3.02	lc	\$ 254	\$ 262	\$ 262	\$ -	-	\$ -	\$ 262	3.15%	100.00%
	Congregate meals	3.06	gb	\$ 29,792	\$ 3,074	-	\$ 484	-	\$ 2,590	\$ 3,074	-89.68%	100.00%
	Home Delivered Meals	3.05	gb	\$ 75,468	\$ 142,412	\$ 34,202	\$ 34,920	-	\$ 73,290	\$ 142,412	88.71%	100.00%
HSS	Home Delivered Meals	3.05	lc	\$ 630	\$ 649	\$ 649	\$ -	-	\$ -	\$ 649	3.02%	100.00%
	Home Delivered Meals - Under 60	3.05	gb	\$ 4,949	\$ 5,105	\$ 1,270	\$ 1,710	-	\$ 2,125	\$ 5,105	3.15%	100.00%
	Service Coordination- Outreach	3.13	gb	\$ 119,412	\$ 122,995	\$ 49,522	\$ 26,180	-	\$ 47,197	\$ 122,995	2.92%	99.92%
HSS	Service Coordination- Outreach	3.13	lc	\$ 740	\$ 762	\$ 762	\$ -	-	\$ -	\$ 762	2.97%	100.00%
	Total			\$ 380,699	\$ 392,129	\$ 108,199	\$ 82,090	-	\$ 201,698	\$ 391,987	2.97%	99.96%
Able Up Iowa	Budget Credit Counseling - Financial Coaching	2.14	gb	\$ 1,235	\$ 1,235	\$ 625	\$ 610	-	\$ -	\$ 1,235	0.00%	100.00%
	Total			\$ 1,235	\$ 1,235	\$ 625	\$ 610	-	\$ -	\$ 1,235	0.00%	100.00%
LegalAid	Legal Aid - Civil	2.10	gb	\$ 251,000	\$ 302,838	\$ 130,000	\$ 22,000	\$ 4,829	\$ 125,000	\$ 281,829	12.28%	93.06%
	Legal Aid - Civil	2.10	lc	\$ 8,000	\$ 9,727	\$ 9,727	\$ -	-	\$ -	\$ 9,727	21.59%	100.00%
	Total			\$ 259,000	\$ 312,565	\$ 139,727	\$ 22,000	\$ 4,829	\$ 125,000	\$ 291,556	12.57%	93.28%
LSI	Family Dev/ Ed	1.10		\$ 17,334	\$ 17,680	-	\$ 17,654	-	\$ -	\$ 17,654	1.85%	99.85%
	Family Dev/ Ed - Parents as Teachers	1.10		\$ 11,051	\$ 11,271	-	\$ 11,058	-	\$ -	\$ 11,058	0.06%	98.11%
	Crisis Intervention - Crisis Childcare	3.09	gb	\$ 25,750	\$ 24,488	\$ 2,509	\$ 11,406	\$ 738	\$ 5,653	\$ 20,306	-21.14%	82.92%
LSI	Total			\$ 54,135	\$ 53,439	\$ 2,509	\$ 40,118	\$ 738	\$ 5,653	\$ 49,018	-9.45%	91.73%
MGMC	Community Clinics - Comm Clinics/ Health Ed	3.01	ph	\$ 142,401	\$ 143,100	\$ 112,000	\$ 10,500	\$ 2,600	\$ 17,878	\$ 142,978	0.41%	99.91%
	In-Home Nursing - RN Skilled Nursing	3.12	ph	\$ 86,928	\$ 87,280	\$ 81,900	\$ 5,380	-	\$ -	\$ 87,280	0.40%	100.00%
	In-Home Hospice	3.15	ph	\$ 65,762	\$ 67,000	\$ 50,000	\$ 17,000	-	\$ -	\$ 67,000	1.88%	100.00%
MGMC	Home Health Assistance - Homemaker	3.04	ph	\$ 163,585	\$ 164,500	\$ 129,200	\$ 19,000	-	\$ 16,300	\$ 164,500	0.56%	100.00%
	Total			\$ 458,676	\$ 461,880	\$ 373,100	\$ 51,880	\$ 2,600	\$ 34,178	\$ 461,758	0.67%	99.97%
MICA	Emerg. Assistance for Basic Needs - Food Pantry	2.01	gb	\$ 49,631	\$ 55,861	\$ 10,253	\$ 16,616	-	\$ 27,796	\$ 54,665	10.14%	97.86%
	Community Clinics - Child Dental	3.01	gb	\$ 7,217	\$ -	\$ -	\$ -	-	\$ -	\$ -	-100.00%	#DIV/0!
	Community Clinics - fluoride varnish	3.01	gb	\$ 2,300	\$ -	\$ -	\$ -	-	\$ -	\$ -	-100.00%	#DIV/0!

22/23 FINAL ASSET FUNDING RECOMMENDATIONS

Agency	Service	Index	CO	Rec 21/22	Req 22/23	County	UW	ISU	City	Total	%Change	%Funded
		gb	gb	\$	\$	\$	\$	\$	\$	\$	-100.00%	#DIV/0!
MICA	Community Clinics - Dental Clinic	3.01		188,966	-	10,253	16,616	-	27,796	54,665	-77.97%	97.86%
	Total			248,114	55,861							
NAMI	Adv for Social Dev- Family/Cons. Ed	1.02		7,786	8,816	-	7,958	-	500	8,458	8.63%	95.94%
NAMI	Adv for Social Dev-Family/Cons. Support	1.02		10,500	11,940	-	10,671	-	-	10,671	1.63%	89.37%
NAMI	Public Ed/ Awareness	1.12		14,401	22,130	-	7,830	-	11,728	19,558	35.81%	88.38%
NAMI	Public Ed/ Awareness - NAMI on campus	1.12		2,910	3,400	-	968	-	1,466	2,434	-16.36%	71.59%
NAMI	Activity and Resource Center - Wellness Center	3.14		4,562	17,646	-	7,853	-	6,734	14,587	219.75%	82.66%
	Total			40,159	63,932	-	35,280	-	18,982	55,708	38.72%	87.14%
PHC	Community Clinics - Dental Clinic	3.01	gb	188,966	188,500	33,000	56,000	4,223	95,000	188,223	-0.39%	99.85%
	Total			188,966	188,500	33,000	56,000	4,223	95,000	188,223	-0.39%	99.85%
Raising Readers	Family Dev/ Ed - Thrive by Five	1.10	gb	21,703	23,006	5,263	5,055	-	12,579	22,897	5.50%	99.53%
Raising Readers	Family Dev/ Ed - Out of School Learning	1.10	gb	29,276	31,033	5,844	6,570	1,412	16,868	30,694	4.84%	98.91%
Raising Readers	Family Dev/Ed - Adv for Social Dev	1.02	gb	33,223	35,216	4,743	29,318	-	-	34,061	2.52%	96.72%
	Total			84,202	89,255	15,850	40,943	1,412	29,447	87,652	4.10%	98.20%
RSVP	Volunteer Management	1.11	gb	66,596	69,300	21,000	22,643	-	25,000	68,643	3.07%	99.05%
RSVP	Disaster Services - Vol Mgmt for Emergencies	2.12	gb	8,800	9,100	1,600	-	-	7,500	9,100	3.41%	100.00%
RSVP	Transportation	2.13	gb	17,121	18,400	6,500	10,200	-	1,665	18,365	7.27%	99.81%
	Total			92,517	96,800	29,100	32,843	-	34,165	96,108	3.88%	99.29%
STCC	Daycare - Infant	2.02	gb	5,700	5,800	2,500	3,300	-	-	5,800	1.75%	100.00%
STCC	Daycare - Children	2.03	gb	108,300	110,200	47,500	62,700	-	-	110,200	1.75%	100.00%
	Total			114,000	116,000	50,000	66,000	-	-	116,000	1.75%	100.00%
The Arc	Advocacy for Social Dev	1.02		26,358	27,000	-	26,587	-	-	26,587	0.87%	98.47%
The Arc	Respite Care	3.11		12,000	12,000	-	8,000	-	4,000	12,000	0.00%	100.00%
The Arc	Service Coordination	3.13		2,610	2,610	-	1,160	-	1,450	2,610	0.00%	100.00%
The Arc	Special Recreation - Active Lifestyles	3.19		10,050	10,500	-	5,000	-	5,500	10,500	4.48%	100.00%
	Total			51,018	52,110	-	40,747	-	10,950	51,697	1.33%	99.21%
TSA	Emerg. Assist. For Basic Needs- Rent/Utility Assist.	2.01		39,417	47,500	-	15,849	1,480	27,000	44,329	12.46%	93.32%
TSA	Emerg. Assist. For Basic Needs- Food Pantry	2.01	lb	23,343	34,500	10,000	9,510	740	13,000	33,250	42.44%	96.38%
TSA	Disaster Services	2.12	gb	3,285	3,285	1,159	1,188	-	938	3,285	0.00%	100.00%
TSA	Budget/ Credit Counseling - Rep Payee	2.14		21,243	28,000	-	9,103	-	17,000	26,103	22.88%	93.23%
	Total			88,068	114,065	11,939	35,650	2,220	57,938	107,747	22.35%	94.46%
UCC	Daycare - Infant	2.02	gb	102,737	123,285	13,598	10,553	4,729	42,000	113,448	10.43%	92.02%
UCC	Daycare - Children	2.03	gb	103,972	124,766	10,160	14,298	4,435	44,157	112,965	8.65%	90.54%
UCC	Daycare - School Age	2.04		5,005	6,115	-	-	5,125	-	5,125	2.40%	83.81%
UCC	Daycare - Preschool	1.06		23,848	27,507	-	-	26,240	-	26,240	10.03%	95.39%
	Total			235,562	281,673	23,758	24,851	123,012	86,157	257,778	9.43%	91.52%

22/23 FINAL ASSET FUNDING RECOMMENDATIONS

Agency	Service	Index	CO	Rec 21/22	Req 22/23	County	UW	ISU	City	Total	%Change	%Funded
YSS	Youth Dev/ Social Adjust. - Comm. Youth Dev	1.07	gb	\$ 83,429	\$ 87,600	\$ 32,166	\$ 21,763	\$ -	\$ 33,124	\$ 87,053	4.34%	99.38%
YSS	Youth Dev/ Social Adjust. - YSS Mentoring Program	1.07	gb	\$ 92,879	\$ 102,167	\$ 39,974	\$ 24,538	\$ 1,120	\$ 34,175	\$ 99,807	7.46%	97.69%
YSS	Employment Assist. For Youth - Pre-Employment	1.08	gb	\$ 36,633	\$ 36,304	\$ 6,516	\$ 8,641	\$ -	\$ 20,931	\$ 36,088	1.28%	99.41%
YSS	Out of School Program - Summer Enrichment	1.09	gb	\$ 83,924	\$ 88,122	\$ 19,256	\$ 55,306	\$ -	\$ 11,550	\$ 86,112	2.61%	97.72%
YSS	Out of School Program - Summer Enrichment	1.09	lo	\$ 840	\$ 840	\$ 840	\$ -	\$ -	\$ -	\$ 840	0.00%	100.00%
YSS	Family Dev/ Ed - FADSS, Parent Ed, Healthy Futures	1.10	gb	\$ 24,755	\$ 25,993	\$ 2,952	\$ 8,172	\$ 2,350	\$ 12,289	\$ 25,753	4.07%	99.12%
YSS	Public Ed/ Awareness - Child Safety	1.12	gb	\$ 23,239	\$ 24,401	\$ 2,599	\$ 12,388	\$ -	\$ 9,072	\$ 24,059	3.53%	98.60%
YSS	Public Ed/ Awareness - Child Safety	1.12	lo	\$ 2,310	\$ 2,426	\$ 2,426	\$ -	\$ -	\$ -	\$ 2,426	5.02%	100.00%
YSS	Emerg. Assist. For Basic Needs - Transitional Living	1.12	gb	\$ 152,567	\$ 167,824	\$ 111,505	\$ 13,347	\$ 2,381	\$ 39,103	\$ 186,336	9.02%	99.11%
YSS	Emerg. Assist. For Basic Needs - Rapid Rehousing	2.01	gb	\$ 19,980	\$ 59,980	\$ 40,000	\$ 4,750	\$ -	\$ 5,692	\$ 50,442	152.46%	84.10%
YSS	Emerg. Assist. For Basic Needs - Rapid Rehousing	2.01	gb	\$ -	\$ 52,000	\$ -	\$ -	\$ -	\$ -	\$ -	-	0.00%
YSS	Out of School Program - Kids Club	2.04	gb	\$ 80,431	\$ 88,475	\$ 70,339	\$ 13,407	\$ 1,447	\$ -	\$ 85,193	5.92%	96.29%
YSS	Out of School Program - Kids Club	2.04	lo	\$ 4,235	\$ 4,659	\$ 4,659	\$ -	\$ -	\$ -	\$ 4,659	10.01%	100.00%
YSS	Emergency Shelter - Rosedale	2.08	gb	\$ 142,927	\$ 146,667	\$ 91,928	\$ 22,297	\$ -	\$ 32,442	\$ 146,667	2.62%	100.00%
YSS	Clothing/ Furnishings/Other - Storks Nest	2.11	gb	\$ 10,438	\$ 10,961	\$ 395	\$ 2,264	\$ 590	\$ 7,209	\$ 10,458	0.19%	95.41%
YSS	Clothing/ Furnishings/Other - Storks Nest	2.11	lo	\$ 105	\$ 110	\$ 110	\$ -	\$ -	\$ -	\$ 110	4.76%	100.00%
YSS	Crisis Intervention - Rosedale Crisis	3.09	gb	\$ 5,250	\$ 5,250	\$ 5,000	\$ 6,000	\$ -	\$ 5,250	\$ 19,000	0.00%	34.55%
YSS	Service Coordination	3.13	gb	\$ 52,496	\$ 55,000	\$ 40,000	\$ 4,915	\$ 5,200	\$ 13,555	\$ 63,670	-0.98%	99.02%
YSS	Substance Abuse/ Co-occurring Treatment (outpatient)	3.16	gb	\$ 64,299	\$ 64,299	\$ -	\$ -	\$ -	\$ -	\$ -	-	-
YSS	Primary Treat/ Health Maint. (Outpatient)-Nursing Care	3.17	gb	\$ -	\$ 88,249	\$ -	\$ 25,212	\$ -	\$ 63,037	\$ 88,249	0.00%	100.00%
YSS	Primary Treat/ Health Maint. (Outpatient)-Family	3.17	gb	\$ 88,249	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-
YSS	Primary Treat/ Health Maint. (Outpatient)-MH Eval by	3.17	gb	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-
YSS	Total			\$ 967,986	\$ 1,127,387	\$ 486,725	\$ 223,000	\$ 13,088	\$ 295,429	\$ 1,018,242	5.19%	90.32%
YWCA	Advocacy for Social Dev - Parent and Student Support/	1.02	gb	\$ 17,159	\$ 33,850	\$ -	\$ 5,895	\$ 18,872	\$ -	\$ 24,767	44.34%	73.17%
YWCA	Advocacy for Social Dev - Advocacy Against	1.02	gb	\$ 15,942	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	-	-
YWCA	Informal Ed for Self Imp and Self Enrich - Training/ Ed	1.04	gb	\$ 15,073	\$ 19,550	\$ -	\$ -	\$ 10,876	\$ -	\$ 10,876	-27.84%	55.63%
YWCA	Youth Dev/ Social Adj - Girls Power	1.07	gb	\$ 18,833	\$ 24,600	\$ -	\$ 6,583	\$ 12,540	\$ 2,571	\$ 21,694	15.19%	88.19%
	Total			\$ 67,007	\$ 78,000	\$ -	\$ 12,478	\$ 42,288	\$ 2,571	\$ 57,337	-14.43%	73.51%
	TOTAL			\$ 4,782,029	\$ 5,723,707	\$ 1,675,919	\$ 1,117,500	\$ 260,275	\$ 1,717,528	\$ 4,771,222	-0.23%	83.36%
Notes:												
ASSET Volunteers recommend that funding to the following programs (included in the figures above) provided by The Bridge Home be sequestered until clarification can be ascertained by the ASSET Administrative Team: Emergency Assistance for Basic Needs (Rapid Rehousing); Emergency Shelter; Transitional Living.												
ASSET Volunteers recommend that UWSC reserve \$79,133 (current funding level for Emergency Shelter at The Bridge Home) to be used through their allocations grant process for housing.												
ASSET Volunteers also recommend the following balances be sequestered for housing services:												
	Story County			\$ 13,003								
	United Way of Story County			\$ 3,367								
	City of Ames			\$ 11,652								
<p style="text-align: center;">APPROVED DENIED</p> <p>Meeting Date: _____</p> <p>Follow-up action: _____</p> <p>Board Member Initials: _____</p>												

28E AGREEMENT

BETWEEN

STORY COUNTY, IOWA and CITY OF SLATER, IOWA

THIS AGREEMENT is made and entered into, by and between the Story County Board of Supervisors, hereinafter referred to as Story County, and the Slater City Council hereinafter referred to as City of Slater.

1. This agreement is enter into pursuant to the provisions of Chapter 28E, Code of Iowa (2021). This Agreement shall consist of three (3) pages and Attachments A, B, C, D, and E, which shall be considered a part of this Agreement.
2. This Agreement shall become effective upon acceptance by both parties and shall remain in effect until terminated by one or both of the parties.
3. The purpose of this Agreement is listed in Attachment A.
4. Duties of Story County are listed in Attachment B.
5. Duties of City of Slater are listed in Attachment C.
6. "Routine Maintenance" means, surface blading and dragging on granular roads, removal of snow and ice from the traffic lanes and shoulders, cutting of trees and brush, weed eradication, mowing, replacement of pavement marking, street sweeping, shoulder and edge rut repair, minor pavement repair, and other minor maintenance, usually performed on public roadways.
7. "Major Maintenance" means replenishment of granular surfacing material on granular roads, seal coating, ditch cleaning, asphalt stabilization, maintenance or repair of tile lines, storm sewers, sanitary sewers, or subsurface utilities, major bridge and culvert repair, major pavement patching and major edge-rut and shoulder repairs.
8. "The party with maintenance responsibility" means the party which, because of this Agreement, is responsible for routine maintenance and authorized major maintenance for roads or portions thereof as specified in this Agreement, regardless of the physical location of the road within or without the party's boundaries.
9. "Roads" and "Streets" are synonymous terms as used in this Agreement.
10. No Major Maintenance shall be performed on the other party's roads by the party with maintenance responsibility until a written agreement for that work is executed by the parties in accordance with Attachment E.
11. Construction projects involving roads under the jurisdiction of more than one of the parties shall be agreed to by separate contract in accordance with Attachment E.
12. The party with maintenance responsibility shall perform routine maintenance and authorized major maintenance in conformance with the terms of the Agreement on the roads designated in Attachment B and C.
13. All maintenance performed by the party with maintenance responsibility shall be performed in accordance with that party's normal maintenance practices and procedures for streets within its boundaries, except that the party within the boundary of which street lies may request performance of routine maintenance functions at specific locations in response to maintenance needs which are brought to the attention of the party by the public.
14. In the event that requests for routine maintenance are not completed within three days of the time an oral request is made, the requesting party, after giving at least two day written notice by registered mail to the party with maintenance responsibility, shall perform the routine maintenance and bill the party with maintenance responsibility. Reimbursement shall be made upon receipt of an itemized billing.
15. Each party shall be responsible for the establishment, erection and maintenance of any and all traffic control devices, including regulatory signs, and all other devices, signs

and markings of a regulatory or informative nature, on or near streets within the party's boundaries, except maintenance of pavement markings. The party with maintenance responsibility shall promptly inform the party within the boundary of which a road lies of any damage to any traffic control device.

16. The party with maintenance responsibility shall indemnify and hold harmless the party within the boundaries of which the street lies, and its officers and employees, from any and all claims, demands, actions or causes of action of whatever nature or character including costs of litigation and attorneys' fees, which the latter party may incur or which may be imposed for injury to or death of persons, or damage to property (real or personal), or any other manner of injury or damage, proximately caused by the acts and/or omissions, under this Agreement, of the party with maintenance responsibility.
This Agreement does not relieve the party within the boundaries of which a street lies from any liability due to or arising out of that party's design or construction of a road nor from the maintenance of a street prior to this Agreement.
17. Nothing in this Agreement shall be construed as prohibiting the party with responsibility for maintenance from hiring a third party to perform any work associated with this Agreement. In such instances the party with maintenance responsibility shall obtain a written hold harmless agreement from the said third party, for the benefit of both parties to this Agreement, covering the work performed by the third party. The hold harmless agreement shall also require the third party to carry adequate insurance to fulfill its obligations to hold harmless the parties and to provide proof of insurance.
18. Each party retains full responsibility for acquisition of right-of-way, across land that lies within the boundaries of that party.
19. Each party retains responsibility for approval of new driveways or entrances that lie within the boundaries of that party.
20. No separate legal or administrative entity is created by this Agreement. No real or personal property will be purchased in the performance of this Agreement.
21. The Story County Engineer and the Public Works Director shall administer performance of this agreement.
22. Either party may terminate this Agreement by sending written notice of termination, specifying the reasons for termination, at least sixty days prior to the effective date of termination. Notice shall be sent to the governing body of the other party at its principal place of doing business by registered mail.
23. In the event of a breach by Story County or City of Slater of this Agreement, said breach should not be considered to affect any remaining terms or conditions of this Agreement. If any terms or conditions of this Agreement are held to be invalid or illegal, those remaining terms or conditions shall not be construed to be affected.

EXECUTION OF AGREEMENT

The parties shall approve the Agreement by resolution of their respective Board or Council, which shall authorize the execution of the Agreement.

It will then be filed in the Office of the Iowa Secretary of State and the Recorder of Story County, in accordance with Chapter 28E of the Code of Iowa. The Agreement shall become effective when recorded in the Story County Recorder's Office and shall remain in effect unless terminated as provided herein.

The termination of this Agreement shall not relieve any party to this Agreement of any obligations or liability arising during the terms of the contract. This is the entire Agreement between the parties and it may be amended only upon the agreement of both parties and only in writing. The laws of this State of Iowa apply to this Agreement.

IN WITNESS THEREOF, Story County and City of Slater have caused this Agreement to be executed, each of which shall be considered an original.

Recommended Approval by Darren Moon 2-9-22
Darren R. Moon, P.E. Date
County Engineer

STORY COUNTY, IOWA

By Mudakher, vice chair
~~Latifah Faical~~ Date 2/15/22
Board of Supervisors

Witness:

By Lucy Martin 2-15-22
Lucy Martin Date
Auditor

CITY OF SLATER, IOWA

Witness:

By _____
John Kahler Date
Mayor

By _____
Jennifer Davies Date
City Administrator

ATTACHMENT A

The purpose of this Agreement is to specify which party shall maintain which roads where the roads are on the boundaries of the parties or extend into the boundary of one of the parties.

This Agreement also sets out framework for reaching agreement in instances where the parties are attempting to formulate a separate Agreement for major maintenance on a street found within the boundaries of one or both of the parties.

ATTACHMENT B

Duties of Story County

Story County shall provide routine maintenance as herein before described without reimbursement on the following sections of roadways:

510th Avenue (R38) from the Heart of Iowa Nature Trail north

510th Avenue from the city cemetery drive south

500th Avenue from Highway 210 north to the north city limits of Slater

505th Avenue from north end of the N Carroll Street pavement north to the north city limits of Slater

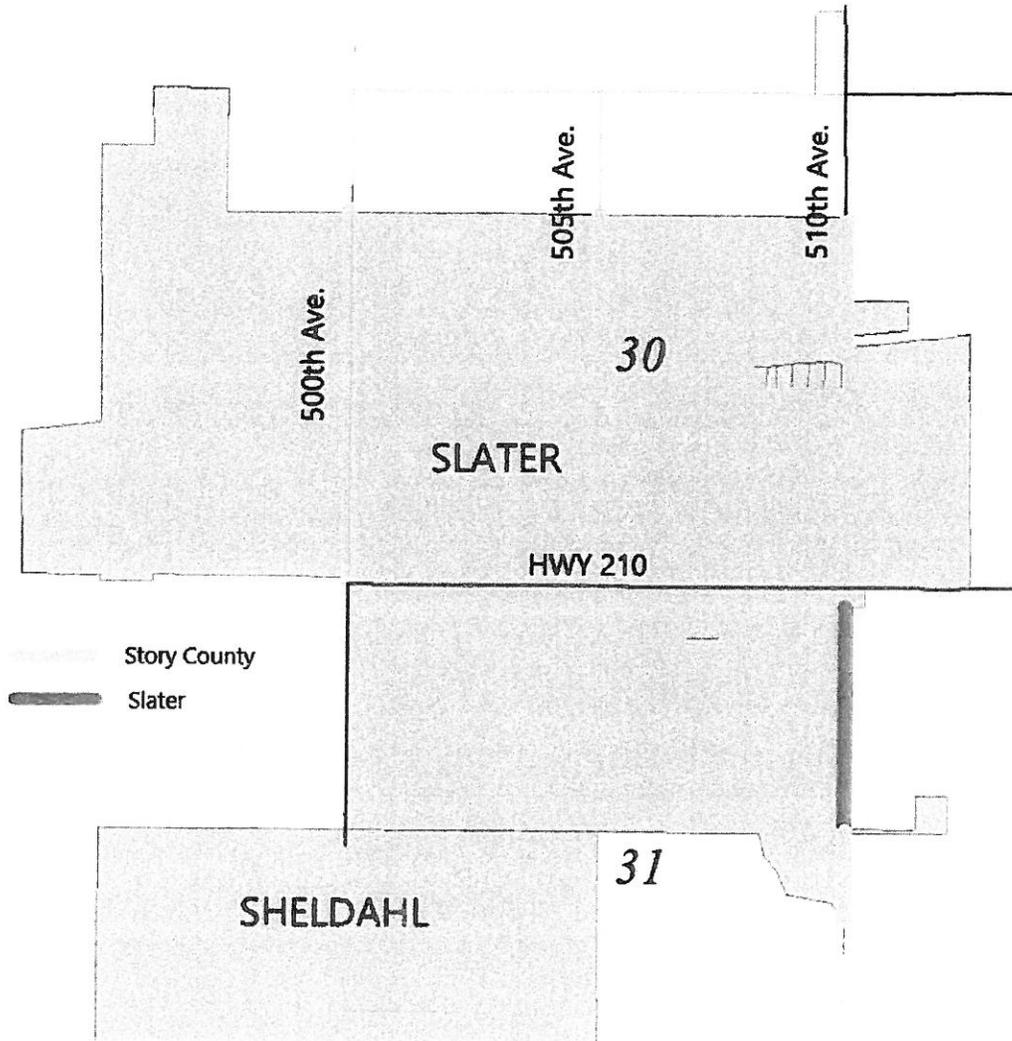
ATTACHMENT C

Duties of City of Slater

City of Slater shall provide routine maintenance as herein before described without reimbursement on the following sections of roadways:

Linn Street (510th Avenue) from the city cemetery drive north to Hwy 210

ATTACHMENT D



ATTACHMENT E

Construction projects and major maintenance projects shall be performed under authority of separate, ad hoc Agreements between the parties. In the performance of such projects, the party with maintenance responsibility of the major part of the project in terms of miles shall be responsible for performing all planning, surveying, engineering, contracting and inspection of the project. The actual costs, including planning, surveying, engineering, and contracting, shall be paid one half by each party for those roads where the boundary line is nominally down the center line of the street and one hundred percent by the party within whose boundary the street lies for all other streets. The construction and major maintenance projects envisioned above pertain to the streets specified in Attachments "B and C", or any other streets upon which the parties reach agreement.

Board of Supervisors Report
February 15th, 2022
Integrated Roadside Vegetation Management Department
Last Report Given 11/16/2021

- FY 2022 Winter Operations
 - Harvest-
 - Harvested seed from two seed nurseries using A/C pull behind combines. JD 4400 combine blew a head gasket the first day – repair ongoing.
 - Combine Run seed mix and selected individual species were sent off to get tested by Wisconsin Crop Improvement Association
 - 1591 bulk lbs. harvested from Grant Ridge @ 36% total pure seed
 - 769 bulk lbs. harvested from Star Grass @ 28% total pure seed
 - Seeding-
 - 35 open work orders currently-hydroseeder was broke down 11/23-2/2
 - Private lands-
 - Seeding equipment rentals -5 landowners, 74 acres of natives planted
 - Staff contract planted 5-acre planting in November
- DD Work (Winter of 2021)-
 - Burning Piles
 - Boone-Story #3
 - Grant # 13
 - Hardin-Story # 1
 - Hardin-Story # 3
 - New Albany # 68
 - Jensen Excavating is removing trees along a tile line this winter/spring
- FY 2022 Purchasing-
 - 2021 Chevrolet SRW 3500 is on back order (DOA early spring)
 - Flatbed has arrived at Truck Equipment Inc.
 - Fire Clothing and Weather Meter received in December
- Looking Ahead
 - Repairs and Maintenance
 - Hiring of seasonal employees
 - FY 2023 Budget-
 - UTV Trailer- LRTF
 - Pallet Forks- LRTF
 - Skid Steer Attachment-LRTF
 - Sell 1987 utility trailer
 - Small Frame Tractor
 - Iowa Weed Commissioners' Conference (March 2-4)
 - Staff Affiliations/Committees 2021/2022
 - President AFIRM- Joseph Kooiker
 - Secretary IWCA- Tyler Kelley
 - LRTF Grant Advisory Committee-Joseph Kooiker
 - 2022 REAP Congress Delegate- Tyler Kelley
 - Schmeal Project- 80 acres of prescribed fire and replant CRP spring 2022

CAPITAL IMPROVEMENTS PLAN



STORY COUNTY, IOWA

Story County Board of Supervisors
900 6th Street
Nevada, Iowa 50201

www.storycountyiowa.gov

Story County Mission and Values

Engaging our diverse communities to responsibly provide quality opportunities and services that matter

Accountability | Collaboration | Environment | Equity | Inclusivity | Innovation | Wise Use of Resources

EXECUTIVE SUMMARY



The Story County Capital Improvements Plan (CIP) is a multi-year guide to the construction and/or improvement of county facilities and the acquisition of equipment. Through the process of preparing and updating this CIP, the County meets the need for orderly maintenance of the County's physical assets. It is a planning tool and structured to illustrate Story County's long-range capital needs and to be used as an implementation tool for the acquisition, development, construction, maintenance, and renovation of public facilities, infrastructure, and capital equipment.

The Planning Process

Story County reviews the CIP each year as part of the budget process. The review starts with Elected Officials and Department Heads submitting items to be included in the CIP, and as the Board of Supervisors meets with them to discuss budget requests, projects are discussed and included in the CIP. The CIP is not meant to be a static document - it is intended to help the Board of Supervisors in budgeting discussions and prioritization. It is a guiding document.

Types of Projects and Requests

The CIP organizes projects according to the following categories:

- Equipment, including the proposed purchases/lease/rental of equipment, including vehicles, software, hardware, and other applications when the costs exceed \$75,000.
- Projects such as new building(s), land acquisition, remodels, and related items costing over \$25,000 are included and identified in one the following three categories:
 - New Project/Construction
 - Modification of Existing Project (includes project extension)
 - Building Maintenance

The CIP runs on a fiscal year (FY) basis beginning July 1st and ending June 30th, and defines projects on a five year timeframe.

The following project timeframes are identified in the CIP:

Year 1 FY 23: July 2022 – June 2023

Year 2 FY 24: July 2023 – June 2024

Year 3 FY 25: July 2024 – June 2025

Year 4 FY 26: July 2025 – June 2026

Year 5 FY 27: July 2026 – June 2027

Projects in the current FY cycle (FY22) are listed as Current Projects.

The CIP adopts the 5-Year Story County Secondary Road Construction Program, updated and adopted annually, by reference.

Story County is currently planning the Fiscal Year 2023 budget and Capital Improvements Plan, and we are looking for your input. Projects proposed to be included in the Capital Improvements Plan and budget follow on the next two pages. There is a comment sheet on the last page of this document. Please feel free to add your comments on that page and hit the submit button. You could also print off and return to Story County Board of Supervisors | 900 6th Street | Nevada, Iowa 50201 or you can send comments and feedback to lharter@storycountyiowa.gov.

To review the full plan, please visit Story County's website at www.storycountyiowa.gov.

Engaging our diverse communities to responsibly provide quality opportunities and services that matter

PROPOSED PROJECTS

FY23
Year 1 Cycle



U.S.A.C.E. Land Acquisition (Phase 2 - Land Survey and Associated Expenses) Conservation

Type of Project: New Project or Construction (Continuation)
Estimated Budget Amount - \$46,000
Potential Fund Source(s) - General Fund

McFarland Park—Lake Restoration (Construction) Conservation

Type of Project: Modification of Existing Project
Estimated Budget Amount - \$1,200,000
Potential Fund Source(s) - General Fund, IDNR

Skunk Rivers Flat Addition Conservation

Type of Project: New Project or Construction
Estimated Budget Amount - \$25,000
Potential Fund Source(s) - General Fund

Skunk River Greenbelt Acquisition—South (Phase 1) Conservation

Type of Project: Modification of Existing Project
Estimated Budget Amount - \$343,000
Potential Fund Source(s) - Conservation Trust Fund

Conservation Center Expansion Planning Conservation

Type of Project: New Project or Construction
Estimated Budget Amount - \$50,000
Potential Fund Source(s) - General Fund

Dakins Lake Cabin Conservation

Type of Project: New Project or Construction
Estimated Budget Amount - \$300,000
Potential Fund Source(s) - Conservation Reserve, Conservation Trust Fund

Heart of Iowa Nature Trail Improvements Phase 3A Conservation

Type of Project: New Project or Construction
Estimated Budget Amount - \$674,000
Potential Fund Source(s) - General Fund (Energy Transfer Fund), Grants

Sopers Mill Access Improvements Conservation

Type of Project: New Project or Construction
Estimated Budget Amount - \$100,000
Potential Fund Source(s) - General Fund (Energy Transfer Fund), Grants

Hickory Grove Park Planning Conservation

Type of Project: New Project or Construction
Estimated Budget Amount - \$40,000
Potential Fund Source(s) - General Fund

West Peterson Park Dock Replacement Conservation

Type of Project: New Project or Construction
Estimated Budget Amount - \$27,500
Potential Fund Source(s) - REAP

Administration Building Generator Capacity Increase Facilities Management

Type of Project: Modification of Existing Project
Estimated Budget Amount - \$686,968
Potential Fund Source(s) - General Fund/FEMA grant

Animal Shelter Paving Facilities Management

Type of Project: Modification of Existing Project
Estimated Budget Amount - \$45,100
Potential Fund Source(s) - Rural Fund

Re-Coating Jail Shower Areas, Walls and Floors Facilities Management

Type of Project: Modification of Existing Project
Estimated Budget Amount - \$53,000
Potential Fund Source(s) - General Fund

Mobile Computers with Accessories (including installation) Sheriff

Type of Project: Modification of Existing Project
Estimated Budget Amount - \$175,000
Potential Fund Source(s) - General Fund

HSC HVAC Equipment Replacement Facilities Management

Type of Project: New Project or Construction
Estimated Budget Amount - \$468,000
Potential Fund Source(s) - ARPA

Design Related to County-wide Space Needs Assessment Facilities Management

Type of Project: New Project or Construction
Estimated Budget Amount - \$200,000
Potential Fund Source(s) - General Fund

Courtroom Updates for County Attorney Information Technology

Type of Project: Modification of Existing Project
Estimated Budget Amount - \$37,000
Potential Fund Source(s) - General Fund

Replace VoIP Phones in all County Buildings Information Technology

Type of Project: Modification of Existing Project
Estimated Budget Amount - \$90,000
Potential Fund Source(s) - General Fund

Tandem Axle Dump Truck Secondary Roads

Type of Project: Equipment
Estimated Budget Amount - \$240,000
Potential Fund Source(s) - Secondary Roads Fund

Motor Grader Lease Secondary Roads

Type of Project: Equipment
Estimated Budget Amount - \$250,000
Potential Fund Source(s) - Rural Fund

Range Grounds Improvements Sheriff

Type of Project: New Project or Construction
Estimated Budget Amount - \$90,000
Potential Fund Source(s) - General Fund

To review the full plan, please
visit Story County's website at

www.storycountyiaowa.gov

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opportunities and services that matter

PROPOSED PROJECTS

Year 2 through Year 5
Fiscal Year 24 through
Fiscal Year 26



Offices and Departments	Project Name	Type of Project	Fiscal Year	Estimated Budget Amount	Potential Funding Source(s)
Conservation	Hanums Mill Lowhead Dam Restoration	Modification of Existing Project	2024	\$ 500,000	General Fund, IDNR, Energy Transfer Fund
Conservation	Oriole Ridge Lodge Restroom	Modification of Existing Project	2024	\$ 80,000	General Fund, Conservation Reserve
Conservation	Hickory Grove Primitive Campground Restroom	New Project or Construction	2024	\$ 80,000	General Fund, Conservation Reserve
Conservation	Shelter/Gathering Area at West Peterson Park	Modification of Existing Project	2024	\$ 40,000	General Fund
Conservation	TELC Improvements—Parking Lot, Restroom, Storage Shed	Modification of Existing Project	2024	\$ 1,000,000	Grants, TIF
Conservation	Hickory Grove Park - Road Resurfacing	Modification of Existing Project	2024	\$ 280,000	General Fund
Conservation	Skunk Rivers Flat Addition	New Project or Construction	2024	\$ 25,000	General Fund
Conservation	Deppe Conservation Area	New Project or Construction	2024	\$ 405,000	General Fund, Grant Funds
Conservation	Heart of Iowa Nature Trail Improvements Phase 3B	New Project or Construction	2024	\$ 428,000	General Fund (Energy Transfer Fund), Grants
Conservation	Oxbow Restoration (Wicks Wildlife Area)	New Project or Construction	2024	\$ 98,000	Grants
Conservation	Conservation Center Expansion Design	New Project or Construction	2024	\$ 200,000	General Fund, Grant Funds
Facilities Management	Justice Center Fire Alarm Replacement	Modification of Existing Project	2024	\$ 57,000	General Fund
Facilities Management	Annex Property Paving	New Project or Construction	2024	\$ 56,100	General Fund
Facilities Management	Justice Center Outbuilding Storage Construction	New Project or Construction	2024	TBD	General Fund
Facilities Management	Administration Building Infill Addition—Construction	Modification of Existing Project	2024	TBD	General Fund
Facilities Management	Justice Center, Courthouse and Building Security, Sheriff Climate Controlled Storage Construction	Modification of Existing Project	2024	TBD	General Fund
Information Technology	NetApp Storage Device	Modification of Existing Project	2024	\$ 95,000	General Fund
Secondary Roads	Motor Grader Lease	Equipment	2024	\$ 250,000	Rural Fund
Sheriff	Multi-Purpose Training Facility (Construction)	New Project or Construction	2024	TBD	General Fund
Conservation	Hickory Grove Park Campground Design	Modification of Existing Project	2025	\$ 80,000	General Fund, Conservation Reserve
Conservation	Hickory Grove Cabin	New Project or Construction	2025	\$ 550,000	General Fund, TBD
Conservation	Hickory Grove Park Snow Bunting Lodge Replacement	New Project or Construction	2025	\$ 280,000	General Fund, Grant, TBD
Conservation	Oxbow Restoration (Osheim Property)	New Project or Construction	2025	\$ 118,000	General Fund, Grant, TBD
Conservation	Skunk River Greenbelt Acquisition South - Phase 2 (Near Jordan Family Wildlife Area)	New Project or Construction	2025	\$ 175,000	General Fund, Grant, TBD
Conservation	Conservation Center Expansion Construction	New Project or Construction	2025	\$ 2,000,000	General Fund, Grant Funds
Facilities Management	Justice Center Parking Lot Resurfacing	New Project or Construction	2025	\$ 132,000	General Fund
Secondary Roads	Motor Grader Lease	Equipment	2025	\$ 250,000	Rural Fund
Sheriff	Patrol and Investigations Recording Equipment (including installation)	Modification of Existing Project	2025	\$ 275,000	General Fund
Facilities Management	Human Services Center - New Roof	Modification of Existing Project	2026	\$ 150,000	General Fund
Facilities Management	Group Home HVAC Replacement	Maintenance	2026	\$ 90,000	General Fund
Facilities Management	Jail Kitchen - Replace Floor Coating	Maintenance	2026	\$ 66,000	General Fund
Facilities Management	West Ames Storage Shed Replacement	New Project or Construction	2026	\$ 126,000	General Fund
Secondary Roads	Motor Grader Lease	Equipment	2026	\$ 250,000	Rural Fund
Secondary Roads	Motor Grader Lease	Equipment	2026	\$ 250,000	Rural Fund

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PUBLIC COMMENT AND FEEDBACK



Please use the space below for feedback and comments regarding the proposed projects.

A large, empty rectangular area intended for public comments and feedback.

Please return to Story County Board of Supervisors | 900 6th Street | Nevada, Iowa 50201 or you can send comments and feedback to lharter@storycountyiowa.gov.

To review the full plan, please visit Story County's website at www.storycountyiowa.gov.