

The Board of Supervisors met on 1/9/24 at 10:00 a.m. in the Story County Administration Building. Lisa Heddens, Linda Murken, and Latifah Faisal, with Heddens presiding. (all audio of meetings available at storycountyiowa.gov; any resolution is effective upon signature and can be inspected M-F, 8-4:30, at 900 6th Street, Nevada, Iowa)

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

PROCLAMATION RECOGNIZING JANUARY 2024 AS RADON AWARENESS MONTH: The Board read the proclamation in full. Faisal moved, Murken seconded the approval of the Proclamation Recognizing January 2024 as Radon Awareness Month. Roll call vote. (MCU)

AMES CHAMBER OF COMMERCE AND ECONOMIC DEVELOPMENT WORKFORCE, RETRAINING, AND OUTREACH QUARTERLY REPORT: Nikki Fischer, Director of Workforce Development and Diversity, Ames Economic Development Commission (AEDC), reported on retraining programs over the calendar year, and seeking out additional funding for the retraining program. She reported on Workforce program and events. Greg Pikkapp, Director of Economic Development Outreach and Government Relations (AEDC), highlighted outreach in each community and miscellaneous projects.

MINUTES: 1/2/24 Minutes – Murken moved, Faisal seconded the approval of the 12/19/23 Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) pay adjustment, effective 1/14/24, in a) Facilities Management for Rachel Crutchfield @ \$20.09/hr; b) Secondary Roads for Jeremy Barker @ \$3,209.38/bw; Kevin DeHaven @ \$32.55/hr; 2) promotion, in a) Planning and Development for Marcus Amman @ \$2,569.84/bw. Faisal moved, Murken seconded the approval of the Personnel Actions as listed. Roll call vote. (MCU)

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

1. Sheriff's Office increase in mileage reimbursement from \$.655 to \$.67 per mile to match allowable fees permitted by the federal Internal Revenue Service (IRS)
2. Amendment No. 2 to the Grant Agreement between the Ames Chamber of Commerce and Story County for Workforce Retraining Initiatives
3. Amendment to the Agreement for Cooperative Public Service between Polk County, Iowa, and the Central Iowa Watershed Management Authorities for the funding of a Watershed Coordinator position
4. Quarterly Report for the following: Auditor; Recorder
5. Service Agreement between Gilbert Community School District and Story County Sheriff, effective 1/13/24, for law enforcement services for a minimum of two hours for \$65.00 per hour
6. Resolution #24-43, Setting Date and Time for Public Hearing for 1/16/24, for First Consideration of Ordinance No. 315, Amending Chapter 86.07—R-1 Transitional Residential District, of the Story County Land Development Regulations, of the Story County Code of Ordinances to Amend Permitted Accessory uses to Allow Home Businesses in Accessory Structures
7. Iowa Byrne Justice Assistance Grant (JAG) Program Awarding Story County, effective 12/1/23-12/31/24, for \$9,500.00 to be placed back into the Sheriff's Office line item via amendment if necessary at the end of FY24
8. Memorandum of Understanding (MOOU) between the City of Maxwell and Story County to establish the Heart of Iowa Nature Trail (HOINT) Route and Responsibilities for each party
9. Contract with Snyder & Associates for Construction Administration and Construction Observation Services for paving the HOINT between the South Skunk River Bridge and S-14 (620th Avenue), not to exceed \$79,000.00
10. Bid Award and Construction Contract for the HOINT Paving Project, Phases 3A and 3B, for \$1,073,795.75

Roll call vote. (MCU)

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

Murken moved, Faisal seconded to adjourn at 10:26 a.m. Roll call vote. (MCU)

Story County Board of Supervisors
Tentative Agenda
Administration Building, 900 6th St., Nevada, IA
1/9/24

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 :

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

Please click the link below to join the webinar:

[HTTPS://US02WEB.ZOOM.US/J/83219534107?](https://us02web.zoom.us/j/83219534107?pwd=D3LWULZZMFV5S00RRJAXWGTFZDZWDZ09)

[PWD=D3LWULZZMFV5S00RRJAXWGTFZDZWDZ09](https://us02web.zoom.us/j/83219534107?pwd=D3LWULZZMFV5S00RRJAXWGTFZDZWDZ09)

Passcode: 740703

Or Telephone:

Webinar ID: 832 1953 4107

Passcode: 934031

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

+1 312 626 6799 US (Chicago)

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. Consideration Of Proclamation Recognizing January, 2024 As Radon Awareness Month -
Laura Johnston

Department Submitting Environmental Health

Documents:

RADON BOS24.PDF

7. AGENCY REPORTS:
 - I. Ames Chamber Of Commerce & Economic Development Workforce, Retraining, And Outreach Quarterly Report - Nikki Fischer & Greg Piklapp

Department Submitting Auditor

Documents:

QTR RETRAINING.PDF
QTR ECONOMIC.PDF

8. CONSIDERATION OF MINUTES:

I. 1/2/24 Minutes

Department Submitting Auditor

9. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) pay adjustment, effective 1/14/24, in a) Facilities Management for Rachel Crutchfield @ \$20.09/hr; b) Secondary Roads for Jeremy Barker @ \$3,209.38/bw; Kevin DeHaven @ \$32.55/hr; 2) promotion, in a) Planning & Development for Marcus Amman @ \$2,569.84/bw.

Department Submitting Auditor

10. CONSENT AGENDA:

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

I. Consideration For The Sheriff's Office To Increase The Mileage Fee Charged From \$.655 To \$.67 Per Mile To Remain In Line With The Allowable Fees Permitted By The IRS

Department Submitting Sheriff

Documents:

IRS MILEAGE.PDF

II. Consideration Of Amendment No 2 To The Grant Agreement Between Ames Chamber Of Commerce And Story County For Workforce Retraining Initiatives

Department Submitting Board of Supervisors

Documents:

AMENDMENT NO 2 WORKFORCE RETRAINING INITIATIVES.PDF

III. Consideration Of Amendment To The Agreement For Cooperative Public Service Between Polk County, Iowa And The Central Iowa Watershed Management Authorities For The Funding Of A Watershed Coordinator Position

Department Submitting Board of Supervisors

Documents:

FOURMILE WMA BOS.PDF
AGREEMENT DESCRIPTION.PDF
STORY COUNTY AMENDMENT WATERSHED COORDINTOR.PDF

IV. Consideration Of Quarterly Report For The Following: Auditor And Recorder

Department Submitting Auditor

Documents:

AUDITOR.PDF
RECORDER.PDF

V. Consideration Of Service Agreement Between Gilbert Community School District And Story County Effective 1/13/24 For A Minimum Of 2 Hours For \$65.00/Hour

Department Submitting Sheriff

Documents:

GILBERT HS WINTER FORMAL SECURITY CONTRACT.PDF

VI. Consideration Of Resolution #24-43, Setting Date And Time For Public Hearing For January 16, 2024, For First Consideration Of Ordinance No. 315, Amending Chapter 86.07—R-1 Transitional Residential District, Of The Story County Land Development Regulations, Of The Story County Code Of Ordinances To Amend Permitted Accessory Uses To Allow Home Businesses In Accessory Structures

Department Submitting Planning & Development

Documents:

RESOLUTION 24 43 .PDF

VII. Consideration Of Iowa Byrne Justice Assistance Grant (JAG) Program Awarding Story County, Effective 12/1/23 - 12/31/24 For \$9,500 To Be Placed Back Into The Sheriff's Office Line Item Through Amendment If Necessary At The End Of FY24

Department Submitting Sheriff

Documents:

GRANT.PDF
BYRNE JAG GRANT.PDF

VIII. Consideration Of The Memorandum Of Understanding Between The City Of Maxwell And Story County To Establish The HOINT Route And Responsibilities For Each Party

Department Submitting Conservation

Documents:

HOINT MAXWELL MOU.PDF

- IX. Consideration Of Contract With Snyder & Associates For Construction Administration And Construction Observation Services For Paving The Heart Of Iowa Nature Trail Between The South Skunk River Bridge And S-14, Not To Exceed \$79,000 (Budgeted)

Department Submitting Conservation

Documents:

HOINT SNYDER CONTRACT.PDF

- X. Consideration Of Bid Award And Construction Contract For The Heart Of Iowa Nature Trail Paving Project Phases 3A&3B For \$1,073,795.75 (Budgeted)

Department Submitting Conservation

Documents:

HOINT 3A 3B AWARD AND CONTRACT.PDF

11. PUBLIC HEARING ITEMS:

12. ADDITIONAL ITEMS:

13. DEPARTMENTAL REPORTS:

14. OTHER REPORTS:

15. UPCOMING AGENDA ITEMS:

16. PUBLIC COMMENT #2:

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

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

18. 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

1/9/24

NAME

AGENCY

Levinson
Nick Hochberger
Allie Hoffman
Sandra K
Paul H. Fitzgerald

SCSO
SCSO
EH
RCS
Sheriff



PROCLAMATION *Radon Awareness Month*

January 2024

WHEREAS, radon is a colorless, odorless, naturally occurring radioactive gas that threatens the health of our citizens; and

WHEREAS, radon is the second leading cause of lung cancer deaths in the United States and the number one cause among non-smokers; and

WHEREAS, one in 15 homes across the U.S. has an elevated radon level; and

WHEREAS, any home in Story County may have an elevated level of radon, even if other homes in the same neighborhood do not; and

WHEREAS, testing for radon is simple and inexpensive; and

WHEREAS, identified radon problems can be fixed; and

WHEREAS, educating Story County residents about how radon can adversely impact personal health; and

WHEREAS, Story County, Iowa and the U.S. Environmental Protection Agency are supporting efforts to encourage Americans to test their homes for radon, mitigate elevated levels of radon, and build new homes with radon-resistant materials and features.

NOW, THEREFORE, BE IT RESOLVED THAT We, the Story County Board of Supervisors, do hereby proclaim January 2024 as **"RADON AWARENESS MONTH"** and encourages the citizens of Story County to educate themselves and others on radon awareness, test their home for radon, mitigate elevated levels of radon, and build new homes with radon-resistant techniques.

Liz K. Hadders _____ 1-9-24
SIGNATURE DATE

[Signature] _____ 1-9-24
SIGNATURE DATE

[Signature] _____ 1/9/24
SIGNATURE DATE



Story County Report Q4, 2023

Retraining Program 2023

Retraining Program Statistics 2023

55 Participants, 48 Graduates

24 Male, 31 Female

Address/ Zip Code

- Ames - 45
- Roland - 1
- Story City - 2
- Maxwell - 1
- Nevada - 5
- Zearing - 1

Average Age

- 18-25 - 34%
- 26-35 - 51%
- 36-45 - 6%
- 46+ - 9%

Certificates

- 20 - CNA (Basic or Advanced)
- 7 - Healthcare Patient Services
- 7 - Welding
- 6 - CDL
- 6 - Industrial Maintenance Tech.
- 4 - Dog Grooming
- 2 - IT Help Desk/Professional Admin.
- 1 - Phlebotomy

Transporation Assistance Received

- 1st Quarter - \$4,580
- 2nd Quarter - \$4,120
- 3rd Quarter - \$3,590
- 4th Quarter - \$2,270
- Year End Total - \$15,010

Child Care Support Received

- Total Child Care - \$680
- Total Scholarships - 4
- Participants that took a job - 30



Ames
CHAMBER OF COMMERCE
& ECONOMIC DEVELOPMENT

Nikki Fischer, Director of Workforce Development & Diversity
Ames Chamber of Commerce & Economic
Development Commission

WORK in AMES.com

WorkInAmes.com

- 1,650+ average open positions
- 2,408 registered job seekers
- 826 registered employers
- 17,685 total users in 2023
- Advertising on 1430 KASI
- New pop-up window that prompts users to send resume

Work In Ames Facebook

- 65 posts in 2023
- 36,353 people reached
- 1,835 followers (+67 in 2023)

Work In Ames Twitter

- 38 tweets in 2023
- 3,110 impressions
- 530 followers

Relocation & Workforce Monthly Newsletter

- Emails sent to 3,288 contacts
- 27.4% open rate

Future Ready Quarterly Newsletter

- 1,593 contacts (businesses & school districts)
- 33% open rate

Boone & Story County Unemployment Rate

- Boone County (November) - 2.8%
- Story County (November) - 2.2%

Google Adwords

- Ongoing advertising campaign to drive more unique visitors to the Work In Ames website
- Ads populate on Google search results pages based on what the individual searched and key demographics like their location
- 43,393 impressions in 2023
- 3,989 clicks to the website

Workforce

Q4 Workforce Events

- Iowa Central Career Fair (Oct. 4)
- Iowa Western Career Fair (Oct. 10 & Nov. 8)
- Iowa National Guard Career Fair (Oct. 15)
- Future Ready Night - Ames MSA (Oct. 18)
- The Future of Career Fairs (Nov. 8)



2023 Symposium on Building Inclusive Organizations



The Ames Chamber of Commerce, along with ICAN - Iowa College Access Network, held Future Ready Night at Ames High School on October 18th. High school students and their families were able to learn more about applying for the Free Application for Federal Student Aid (FAFSA).

135 attendees & 20 vendors



This Women in Leadership networking event was held at Della Viti on October 23rd and sponsored by Heuss Printing.

Attendees received a headshot from KandE Productions, charcuterie from Della Viti, and one drink voucher.

Dog-Eared Books also was on-site hosting a pop-up bookstore.

Future Workforce Events - Q1, 2024

Veterans Network

- January 17th at 6:00pm
- Hosted at Fenceline Beer Lab in Huxley
- For Veterans and their families to meet employers
- General will be in town to kick-off the event

Untapped Workforce: Justice Involved Individuals

- February 8th
- Ames Chamber of Commerce, Laughlin Level
- Roundtable discussion with IWD, CCJ, employers, United Way and others

Women in Leadership

- March 8th
- International Women's Day

Story County Report Q4, 2023

Economic Outreach

Gilbert

- 40,000 sqft Light Industrial/Commercial Development plan approved by Mayor/Council. Final agreement has been signed and working on rezoning.
- Working with new owners of 111 Main St, new rental facilities and office space.

Roland

- Comprehensive Plan revisions are completed and Future Land Use and Rezoning to take place in January and February with newly elected city officials.
- ED Project Review for newly elected officials scheduled for early February

Zearing

- Applied for a Wastewater and Drinking Water Treatment Financial Assistance Program grant and expect to hear formal news later in January. The \$500,000 grant application is to further water infrastructure upgrades and tackling I & I system needs.
- Targeting a IDNR Brownfield Grant for downtown building, working to gather formal application building information now with city staff.

Colo

- Have wanted housing development concepts from Mayor/Council, working with city staff to have early meetings with perspective developers on city property in January.
- Working on increased use of new childcare project leading up to summer/2024

McCallsburg

- Story County Housing Trust: Homes for Iowa to be placed on city lot for 2024. Public hearing set for city lot on January Council Meeting.



Greg Pikkapp, Director of Economic Development
Outreach & Government Relations

Ames Chamber of Commerce & Economic Development
Commission

Collins

- Thank you for attending the grand opening in November for this wonderful new downtown addition. Am moving forward with downtown beautification and new potential building owner across the street of 214 Main St.

Cambridge

- Mayor/Council/Staff ED Community visioning held in November for State IEDA Boost Grant scheduled for January 17.
- New proposed housing development is be targeted, will be substantial investment if able to work out details on Phase 1 targets.

Slater

- Childcare Project is proceeding with new concept and location, working on purchase negotiations.

Maxwell

- With election of new city elected officials, will be moving forward with closing new housing rehab grant project. Also will be setting new local city economic development tools for mayor and council approval in early 2024.

Miscellaneous Projects:

- Rural Broadband Story County Grant work proceeding.
- CBAN 2023 Central Iowa Digital Equity Working Group Summit
- 2023 Upper Midwest APA Planning Conference, Private/Public Partnership Presentation with Story County staff
- Iowa Leadership Exchange, October in Nevada
- Story County Housing Action Plan Taskforce Meetings
- January/2024 ED 101 event for newly elected local officials.
- Next rural grant steps in 2024; Maxwell, Roland, Collins, Slater etc
- Story County Rural Projects for 2024



Sheriff's Office

Story County
PAUL H. FITZGERALD, Sheriff



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

December 29th, 2023

Latifah Faisal, Chairperson
Linda Murken
Lisa Heddens
Story County Board of Supervisors

Dear Board of Supervisors:

It has come to the attention of my office, that effective January 1, 2024 the IRS will increase their mileage rate from \$.655 to \$.67 per mile. As you are aware, the Sheriff's mileage fee is governed by the Code of Iowa, Chapter 331.655(1)(j). Code of Iowa, Chapter 70A.9 states we may charge a mileage fee up to the maximum allowed under federal Internal Revenue Service rules. Therefore, we request your approval to increase the current mileage fee charged to the rate of \$.67 to be effective immediately.

Respectfully,

Paul H. Fitzgerald
Story County Sheriff

PHF:jlj

APPROVED **DENIED**

Board Member Initials: AKH

Meeting Date: 1-9-24

Follow-up action: _____

AMENDMENT NO. 2
To
Memorandum of Understanding
for
Workforce Retraining Initiatives
ARPA SUBRECIPIENT NO. 38
Dated 01-09-2024
Date of Board of Supervisors Action

This AMENDMENT No. 2 is by and among the County of Story, Iowa, the Ames Chamber of Commerce (collectively, "the Parties"). In consideration of the mutual covenants herein made, the Parties agree as follows:

Section One: Revision to Section III. Payment Amount and Method. The maximum amount available under this MOU is \$610,450, County will forward funds to the contractor as follows:

For FY 2022 - 1/3 of \$129,950 by November 1, 2021 (43,316.67), January 1, 2022 (\$43,316.67), and April 1, 2022 (\$43,316.66).

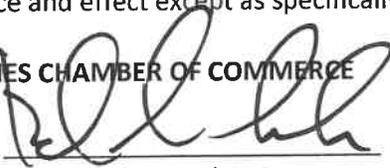
For FY 2023 - ¼ of \$192,400 by July 1, 2022 (\$48,000), October 11, 2022 (\$48,100), January 1, 2023 (\$48,100), and April 1, 2023 (\$48,100).

For FY 2024 - ¼ of \$192,400 by July 1, 2023 (\$48,100), October 1, 2023 (\$48,100), January 1, 2024 (\$48,100), and April 31, 2024 (\$48,100).

For FY 2025: ½ of \$95,700 by July 1, ~~2025~~ 2024 (\$47,850) and October 1, ~~2025~~ 2024 (\$47,850).

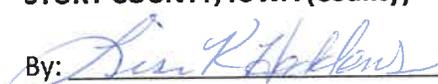
All other terms and conditions of the Agreement identified in the caption hereof shall remain in full force and effect except as specifically modified by this amendment.

AMES CHAMBER OF COMMERCE

By: 
President and CEO

Dated: 1/2/24

STORY COUNTY, IOWA (County)

By: 
Chairperson of the Board of Supervisors

Dated: 1-9-24



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

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

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Sara Carmichael, Watershed Coordinator
DATE: January 9, 2024
RE: Consideration Of Amendment To The Agreement For Cooperative Public Service Between Polk County, Iowa And The Central Iowa Watershed Management Authorities For The Funding Of A Watershed Coordinator Position

Attached is agreement and the cost to Story County (\$175/year) to fund a watershed coordinator and watershed coordinator outreach position for Fourmile WMA and Central Iowa Watersheds, which includes Story County.

The Board has previously approved this agreement, but they need signatures on the amendment.

If you have any questions, please let me know.

APPROVED **DENIED**
Board Member Initials: AKH
Meeting Date: 1-9-24
Follow-up action: _____

**AMENDMENT TO THE AGREEMENT FOR
COOPERATIVE PUBLIC SERVICE
BETWEEN POLK COUNTY, IOWA AND
THE CENTRAL IOWA WATERSHED
MANAGEMENT AUTHORITIES FOR THE
FUNDING OF A WATERSHED
COORDINATOR POSITION**

THIS AMENDMENT affects the Agreement approved by the various members of the Central Iowa Watershed Management Authority between September 22, 2020 and January 26, 2021, with an effective date of October 16, 2020, said Agreement is attached hereto as Exhibit 1 (“the Agreement”). The purpose of this Amendment is two-fold. The first purpose is to update the Duties of the County in Attachment B of the Agreement. The second purpose is to update and replace the cost sharing model contained in Attachment D of the Agreement for cost share year 2022 and beyond until further amendment or termination of the Agreement. Therefore, in exchange for the consideration outlined below, the Agreement is amended as follows:

Amendment 1:

In exchange for the Parties amending the Cost Sharing Model below, the Duties of the County contained in Attachment B of the Agreement are amended as follows:

- 5) The County shall employ a Watershed Outreach Coordinator whose duties will comprise of the following:
- a. Develops and conducts water quality education for a variety of social groups; organizes educational workshops, school programs, and volunteer events.
 - b. Designs education materials such as flyers, social media posts, and targeted outreach materials; manages websites and social media campaigns for local watershed efforts.
 - c. Provides assistance to the Water Resources Planner in administrative duties for local watershed management authority groups, including assisting with membership, agendas, work sessions, and other general administrative duties.
 - d. Provides assistance in grant writing and management to fundraise for local educational efforts and the implementation of urban stormwater management practices in Polk County.

Amendment 2:

In exchange for the County amending the Duties of the County above, the Cost Sharing Model contained in Attachment D of the Agreement is replaced for cost share year 2022 and beyond until further amendment or termination with the following:

		2022 and beyond
<u>Jurisdiction</u>		<u>Amount</u>
Alleman		\$ 250.00
Altoona		\$ 6,600.00
Ankeny		\$ 15,800.00
Bondurant		\$ 3,300.00
Clive		\$ 6,000.00
Des Moines		\$ 47,000.00
Elkhart		\$ 250.00
Grimes		\$ 4,500.00
Johnston		\$ 6,600.00
Mitchellville		\$ 250.00
Pleasant Hill		\$ 4,700.00
Runnells		\$ 150.00
Sheldahl		\$ 150.00
Slater		\$ 250.00
Story County		\$ 175.00
Urbandale		\$ 16,000.00
Waukee		\$ 5,700.00
West Des Moines		\$ 13,500.00
Windsor Heights		\$ 1,300.00
Polk County		\$ 98,595.00
Total		\$ 231,070.00

This Amendment shall take effect immediately upon signature of all Parties.

All the other provisions of the Agreement remain in full force and effect through and until further amendment or termination.

**AMENDMENT TO THE AGREEMENT FOR COOPERATIVE PUBLIC SERVICE BETWEEN
POLK COUNTY, IOWA AND THE CENTRAL IOWA WATERSHED MANAGEMENT
AUTHORITIES FOR THE FUNDING OF A WATERSHED COORDINATOR POSITION**

Whereas, the members of the Fourmile Creek Watershed Management Authority, the Mud, Camp, and Spring Creek Watershed Management Authority and the Walnut Creek Watershed Management Authority are collectively referred to as the Central Iowa Watershed Management Authorities hereinafter referred to as “CIWMA”; and

Whereas, various members of the CIWMA approved an “Agreement for Cooperative Public Service Between Polk County, Iowa and the Central Iowa Watershed Management Authorities for the Funding of a Watershed Coordinator Position” between September 22, 2020 and January 26, 2021 with an effective date of October 16, 2020 hereinafter referred to as “the Agreement”; and

Whereas, the Parties to the Agreement desire to amend the Cost Sharing Model to fund a Watershed Outreach Coordinator.

NOW THEREFORE BE IT RESOLVED THAT Story County, Iowa approves and adopts the attached Amendment to the Agreement.

BE IT FURTHER RESOLVED THAT Story County, Iowa has caused this Amendment to be executed on the day, month and year indicated below.

ADOPTED this _____ day of _____, 2024.

STORY COUNTY, IOWA

IN WITNESS WHEREOF, Story County, Iowa has caused this Amendment to be executed by its duly authorized officers on the day and year indicated below.

By:

Attest:



Chairperson



Auditor

Date: 1-9-24

Date: 1-9-24

COUNTY AUDITOR'S REPORT OF FEES COLLECTED

STATE OF IOWA }
STORY COUNTY }

TO THE BOARD OF SUPERVISORS OF STORY COUNTY:

Pursuant to the Code of Iowa, Chapter 331.902, Collection and Disposition of Fees collected, I, Lucy Martin, Auditor of the above named County and State, do hereby certify that the following is a true and correct statement of fees collected by me in my office for the quarter ending December 31, 2023 and the same has been paid to the Story County Treasurer.

For Elections for Other Entities Elections		\$70,454.30
Misc Elections	30.00	
City/School Elections	64,751.40	
Special Elections	5,672.90	

For Other Office Fees		\$ 5,353.36
Plat Books	179.20	
Computer Lists		
Fiscal Agent Fees	5,119.11	
Map Copies		
Copies	10.95	
Miscellaneous	44.10	

TOTAL \$ 75,807.66

Treasurer's Receipts for the above are attached.



LUCY MARTIN
Story County Auditor
January 3, 2024

APPROVED **DENIED**

Board Member Initials: AKH
Meeting Date: 1-9-24
Follow-up action: _____

COUNTY RECORDER'S REPORT OF FEES COLLECTED FOR 2nd QUARTER
FISCAL YEAR 2023-2024

APPROVED **DENIED**

Board Member Initials: SKH
Meeting Date: 1-9-24
Follow-up action: _____

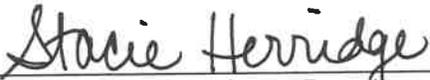
STATE OF IOWA)
COUNTY OF STORY}

TO: THE STORY COUNTY BOARD OF SUPERVISORS

Pursuant to the Code of Iowa, Chapter 331.902, Collection and Disposition of Fees, I, ~~Stacie Herridge, Recorder of the~~
above-named County and State do hereby certify that the following is a true and correct statement of the fees collected
by me in my office for the 2nd Fiscal Quarter ending Dec. 31, 2023, and the same has been paid to the ~~County Treasurer~~.

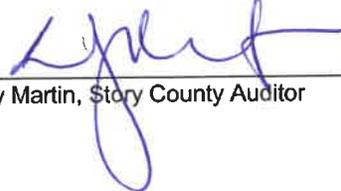
Change of Title Fees	01000-08000-4100-07	\$3,930.00
Records Management Fees	27000-08000-4140-07	\$2,321.00
Electronic Transaction Fees	56000-08000-4160-07	\$2,321.00
Real Estate Transfer Tax	01000-08000-4040-07	\$34,614.68
Recording Fees	01000-08000-4000-07	\$48,813.00
Snowmobile Fees	01000-08000-4010-07	\$910.00
Boat Fees	01000-08000-4020-07	\$159.00
Hunting & Fishing Fees	01000-08000-4030-07	\$9.00
UCC Fees	01000-08000-4050-07	\$0.00
Copy Fees	01000-08000-4060-07	\$1,003.50
ATV Fees	01000-08000-4070-07	\$1,863.00
Vital Records Fees	01000-08000-4130-07	\$5,996.00
Passport Fees	01000-08000-4150-07	\$7,625.00
Boat Title Fees	01000-08000-4120-22	\$80.00
Interest	01000-00054-6000-07	\$55.09
Overages	01000-00055-8220-07	\$14.25
DNR Fees	01000-08000-4080-07	\$0.00
Total paid to Story County Treasurer		\$109,714.52

All of which is respectfully submitted this 3rd day of January, 2024.



Stacie Herridge, Story County Recorder

Subscribed and sworn to before me, the undersigned, and filed in my office this 3rd day of January, 2024.



Lucy Martin, Story County Auditor

Revised April 12, 2016

Office Use Only	
Total to Story County Treasurer	\$109,714.52
Total to DNR via ACH	\$16,163.55
Total to IVES via ACH	\$18,314.00
Total to Dept. of Revenue	\$193,869.34
	\$338,061.41

**STORY COUNTY SHERIFF
SERVICE AGREEMENT
24-01**

The following agreement is intended to be the sole and only agreement between the parties and supersedes all other agreements. All terms and conditions are in their customary usage and any additional definitions of terms or conditions are stated in this agreement.

Definitions:

The Agreement is this four page agreement identified by the numerical designation and any and all attachments reference.

Story County Sheriff, hereinafter (the "Service Provider") agrees to provide the services as listed in this agreement.

The Gilbert Community School District, hereinafter (the "Contractor") agrees to employ the Service Provider as set forth by the terms listed in this agreement.

The Parties, refers to the "Service Provider" and the "Contractor".

Additional Terms, if none then state "none":

None

Terms

Service Provider:
Story County Sheriff's Office
1315 South B Avenue
Nevada, IA 50201
515-382-7457

Contractor Address:
Gilbert Community School District
103 Mathews Drive
Gilbert, IA 50105
515-232-3740

I Description of Services

The Service Provider shall provide the services of law enforcement during the times and days specified at the location(s) indicated. These services include, but are not limited to, armed deputies in marked patrol vehicles and dispatch services including 911 emergency. Specific instructions for services shall be included in division II for "Additional Services". This agreement should be considered as in addition to the law enforcement responsibilities of the Story County Sheriff for geographic area of Story County. However, this agreement shall not supplant or subordinate the law enforcement and public safety duties and responsibilities of the Story County Sheriff's Office and this agreement shall at all times remain subordinate to the duties, responsibilities and discretion of the Sheriff, his deputies, agents and employees under all circumstances.

II Additional Services

List the specific additional services requested by the Contractor. Include any specific instructions to the Service Provider from the Contractor which are to be made a part of this agreement. (Refer to attachments here and staple attachments to back.)

- 1. 1 Full-Time or 2 Reserve Deputy Sheriff(s) present at a high school dance

III Times and location(s)

The Contractor requires the services of the Service Provider at the following location: (For more than one location list in section C and make attachments as necessary.)

Location: **Gilbert High School**
Address: **312 Gretten St**
City/rural: **Gilbert, IA 50105**
Time: **1930 – 2330hrs**

- A. If the services is to continue for an indefinite period complete this section only.

State date of service: Day Month Year

- B. If the service is to be for a single date complete this section only.

Date of service: 13th January 2024
Day Month Year

- C. If the service is for more than one date or is to continue on different dates at different locations use the chart below.

Start date of service: Day Month Year

Chart

Days	Times
Monday _____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.
Tuesday _____	_____ a.m. to _____ a.m. and _____ p.m. to _____ a.m.
Wednesday _____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.
Thursday _____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.
Friday _____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.
Saturday _____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.
Sunday _____	_____ a.m. to _____ p.m. and _____ p.m. to _____ a.m.

Additional Locations:

Address:
City/rural:

(If necessary attach additional descriptions)

IV Duration of Agreement

This agreement shall be in effect for the period(s) stated in section III. For continuing agreements it shall remain in effect until terminated in accordance with the section VII of this agreement.

V Fees

The Contractor agrees to pay:

Sixty five dollars (\$65.00) per hour for a minimum of two (2) hours for the Story County Sheriff, and each Story County Deputy Sheriff, Senior Reserve Deputy, Dispatcher, Detention Officer, Diver (dive team members are required to work in a team of four) and civilian employees.

Thirty two dollars and 50 cents (\$32.50) per hours for a minimum of two (2) hours/for each Story County Sheriff's Reserve (Reserves are required to work in pairs unless authorized by the Sheriff or designee).

VI Payment

Contractor agrees to pay for ___ one time/or multiple event in advance; or pay on a XX as invoiced by the Story County Sheriff. (Check which payment)

VII Changes or Termination during the Agreement

The parties recognize that the business of law enforcement and private interest may change. The Contractor understands that public protection or economic demands may require the Service Provider to focus resources in other areas. The Service Provider recognizes that private business may develop other needs or demands. This understanding is to ensure both parties have the ability to amend or terminate the agreement before the expiration date. The parties may amend the agreement only in writing signed by both the Contractor and the Service Provider. Termination of the agreement shall be written notice. An agreement for single or multiple events where payment has been made in advance requires ___ days notice for a full refund. All other agreements require thirty (30) days notice. During the thirty day period the parties agree to perform their respective obligations unless otherwise agreed in writing. The foregoing requirements for amendment or termination shall not apply when, in the sole discretion of the Sheriff, his deputies, agents and employees; the duties and responsibilities of the Sheriff's Office to protect and promote public safety and law enforcement require that the resources and personnel for the Sheriff's Office be redirected away from Contractor's event or venue to respond to emergency or urgent calls for assistance by any person or entity other than the Contractor. In the event that personnel or resources of the Sheriff's Office are redirected to respond to an emergency or urgent call away from Contractor's venue, or if circumstances require additional resources/personnel to maintain order and safety at the venue covered by this agreement, the parties will later endeavor to negotiate a fair and reasonable accommodation which may include but is not necessarily limited to refund of any prepaid services not delivered by the Service Provider, or additional payment from the contractor.

VIII Confidentiality

It is necessary that the Contractor understand when contracting with a public entity that The contract is public information and will be produced when requested as required by law. The Contractor should be mindful of the public's right to know.

IX Liability

The Parties shall maintain insurance during this agreement. Each party will be Responsible for their respective acts. The Service Provider, its employees or Agents shall not be responsible for any special, incidental or consequential Damages to the Contractor while acting in performance of this agreement.

X Acts of God and Acts of Others

The Service Provider is not responsible in the event of a natural disasters, or acts of civil unrest, or acts of Contractors employees, agents or third persons which prevent Service Provider from performing as expected or originally intended under this agreement.

XI Hazards

Contractor shall have a duty to inform the Service Provider of any known hazards, either natural or manmade, which may pose a danger to an employee or agent of the Service Provider, that exist upon or appurtenant to any property owned or leased by the Contractor. This shall be a continuing duty for the Contractor.

XII Inconsistent Terms

The Contractor by this agreement has attempted to reduce the chance for misunderstanding by the inclusion of all terms. The Contractor and the Service Provider agree to resolve any dispute in a manner using common English usage of the term(s) in dispute.

XIII Representative

The Contractor designates **John Ronca** as their representative and contact for this agreement with the following address and phone numbers listed below. The Service Provider requires twenty-four (24 hr(s) contact information from the Contractor and agrees to supply the same twenty-four (24 hr(s) contact to the Contractor.

Service Provider Representative

Contractor Representative

Lt. Gary Backous
515-382-7457

John Ronca
515-232-3738

Address:

Story County Sheriff
1315 South B Avenue
Nevada, IA 50201
515-382-7457
gbackous@storycountyiowa.gov

Gilbert Community School District
103 Mathew Drive
Gilbert, IA 50105
515-851-8584
roncaj@gilbertcsd.org

Billing Address:

Contact Person: Same as above.
Contractor Billing Address: Same as above

Make payment payable to: **Story County Treasurer**

Mail Payments to: **Story County Sheriff's Office
1315 South B Avenue
Nevada, IA 50201**

Service Agreement Signatures

Service Provider

LT. Doug B...
Authorized Representative

Lieutenant, Support Services
Title

1/3/2024
Date

Contractor

John Ronca
Authorized Representative

High School Principal (Asst.)
Title

1/4/2024
Date

The Service Provider representative has the authority to enter this agreement as authorized by the Story County Board of Supervisors. The date of this agreement by the Board of Supervisors is 1/9/24

[Signature]
Board of Supervisors

[Signature]
Attest: Story County Auditor

(Staple attachments to back)

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

Please return to:
Planning & Development

STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NO. 24-43

SETTING DATE AND TIME FOR PUBLIC HEARING FOR JANUARY 16, 2024, FOR FIRST
CONSIDERATION OF ORDINANCE NO. 315, AMENDING CHAPTER 86.07 – R-1
TRANSITIONAL RESIDENTIAL DISTRICT, OF THE STORY COUNTY LAND
DEVELOPMENT REGULATIONS, OF THE STORY COUNTY CODE OF ORDINANCES TO
AMEND PERMITTED ACCESSORY USES TO ALLOW HOME BUSINESSES IN
ACCESSORY STRUCTURES.

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

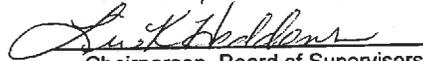
WHEREAS, Section 1.11 (2)(A) of the Ordinance Adoption Procedure of the Story County Code of Ordinances requires that a proposed ordinance must be considered and receive a favorable vote by a majority of the supervisors at two regular meetings of the Board;

AND WHEREAS, Section 1.11 (2)(B) of the Ordinance Adoption Procedure of the Story County Code of Ordinances requires that the title of the proposed ordinance shall be published prior to its first consideration by the Board. Copies of the full text of the ordinance shall be made available to the public at the time of publication at the office of the County Auditor, and the published notice shall specify where such copies may be obtained.

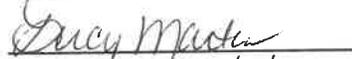
NOW THEREFORE BE IT RESOLVED that a public hearing date on this matter be held on the proposed Ordinance No. 315 on the 16th day of January, 2024, at the Story County Administration Building, Nevada, Iowa, at 10:00 AM and the Board of Supervisors directs Planning and Development staff to place copies of the full text of the ordinance with the Office of the County Auditor.

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

Dated this 9th day of January, 2024.


Chairperson, Board of Supervisors

Attest:


County Auditor *by tm*

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

ALLOWED BY VOTE
OF BOARD Yea 3 Nay 0 Absent 0

 Above tabulation made by B
CHAIRPERSON

**Interoffice
MEMORANDUM**

Story County Sheriff's Office

APPROVED **DENIED**

Board Member Initials: AKH

Meeting Date: 1-9-24

Follow-up action: _____

To: Sheriff Paul H. Fitzgerald

CC: CPT Nicholas Lennie, Chief Deputy
Commander Connie Toresdahl, Budget Supervisor

From: LT Leanna Ellis, Field Services Commander

Date: January 4, 2024

Re: Iowa Byrne Justice Assistance Grant (JAG) Program

The Story County Sheriff's Office has been awarded funding through the Iowa Byrne Justice Assistance Grant (JAG) Program for up to \$9,500 to be used for the implementation of Flock Safety Automated License Plate Readers (ALPRs) within Story County in 2024 for the purpose of criminal investigations.

The Sheriff's Office identified ALPR's as a useful tool to gather objective motor vehicle data used to combat the increasing drug and violent crime in central Iowa. Flock Safety ALPRs will provide 24/7 coverage in a strategic location and real-time alerts from NCIC (e.g. stolen vehicles), NCMEC (e.g. Amber Alerts), and custom hot lists (e.g. suspect vehicles involved in criminal activity). Flock Safety ALPR data is stored securely in the cloud (CJIS compliant), will be owned by the Sheriff's Office (not sold), and is automatically deleted after 30 days unless connected to and saved as part of a criminal investigation. Personal identifying information is not collected, and the cameras are NOT used for traffic enforcement. Furthermore, a search reason is required for an audit trail. Several agencies in Iowa and across the nation have successfully utilized ALPRs to solve and deter crime within their communities.

It is respectfully requested that we accept the grant as awarded and take steps to implement the proposed program in Story County. The grant requires that the Sheriff's Office matches funds in the amount of approximately \$3,970 that will go primarily towards estimated installation and utility costs. The funds awarded by the grant are provided as reimbursement for approved expenses; therefore, it is further requested that the funds obtained by the grant be reimbursed to the Sheriff's Office as needed within the same fiscal year it is spent.

Thank you for your consideration of this matter. Please note that the grant contract has been reviewed by the Story County Attorney's Office.

IOWA BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM

Office of Drug Control Policy
Pape State Office Bldg., 5th Floor
215 E. 7th Street, Des Moines, Iowa 50319 (515) 725-0300

JAG CFDA #16.738

Grantee: Story County Sheriff's Office 1315 S B Avenue Nevada, Iowa 50201	Grant #21-JAG/CJE-529269 Grant Period: December 1, 2023 - December 31, 2024 Federal: \$9,500 Match: \$3,970 Total: \$13,470
---	---

ODCP Contact: Dennis Wiggins 515/805-4141

Legal Applicant: Latifah Faisal	Program Director: Nicholas Hochberger
---	---

This grant is subject to the terms and conditions incorporated either directly or indirectly by reference in the grant program legislation, the grant program request for proposal, and the stipulations, if any, noted under "Special Conditions." Except for any waiver granted explicitly elsewhere in this grant, this award does not constitute approval of waiver from any Federal or state statutory/regulatory requirements for a United States Department of Justice grant. The grantee agrees to perform all services and furnish all supplies set forth in the application of this grant award for the consideration stated herein. This grant consists of the application for funds, the grant award notice, the budget documents, the standard grant conditions, the reporting forms, and all approved grant revision documents. All parties to this grant award acknowledge that they have fully read and understand this contract, and agree to abide by the terms set forth within.

SPECIAL CONDITIONS

- Project is required to have established policies and procedures in place regarding the appropriate use of technology and data security/privacy prior to purchasing grant supported technology.

In witness wherefore, the parties hereto have executed this grant the day and year specified below.

SIGNATURES/DATES

 1-9-24

Legal Applicant/Date

Program Director/Date

ODCP Administrator/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: January 9, 2024

Re: Consideration Of The Memorandum Of Understanding By And Between The City Of Maxwell And Story County Conservation Board, Story County Iowa

The attached Memorandum of Understanding with the City of Maxwell establishes the Heart of Iowa Nature Trail route and the responsibilities of each party as related to the improvement of the trail within the City of Maxwell.

Story County Conservation Board requests your approval.


Approval

1-9-24
Date

Disapproval

Date

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
THE CITY OF MAXWELL AND STORY COUNTY CONSERVATION BOARD,
STORY COUNTY, IOWA**

THIS MEMORANDUM OF UNDERSTANDING, made and entered into this 2ND day of JANUARY, 2024, by and between the City of Maxwell, Iowa, hereinafter referred to as "City" and Story County Conservation Board, Iowa, hereinafter referred to as "County".

WITNESSETH

WHEREAS, the City and County are working together to enhance the quality of life in Story County for the social, health, and economic benefits of the region; and,

WHEREAS, the County has received grant funding for improvement of the Heart of Iowa Nature Trail in the City; and

WHEREAS, the parties desire to place the conditions into a Memorandum of Understanding prior to the construction of proposed trail improvements.

NOW, THEREFORE, the City and County agree to the following:

City agrees:

1. Establish a "trail committee" that will work with the Story County Conservation Board and an approved trail consultant to create and implement a Heart of Iowa Nature Trail Connection plan through Maxwell,
2. Provide city property, identified in the connection plan, at no cost, for the construction of the trail system,
3. Waive any applicable building permit fees,
4. Assist with any purchase or donation of private lands that are identified in the connection plan,
5. Conduct regular trail maintenance, and grounds-keeping activities for a minimum of twenty-five years, commencing on the completion date of the trail construction,
6. Identify alternate means of access to City owned and operated lagoons east of the City. Install means of access control between said property and the trail,
7. Identify and seek additional funding to implement the Heart of Iowa Nature Trail Connection plan through the City corporate limits (i.e. REAP grant),
8. Coordinate future trail connections to the Heart of Iowa Nature Trail with the County before and during plan development.

County agrees:

1. Construct recreational trails according to the contemplated trail alignment in the trail master plan, identified in EXHIBIT A.
2. Assist the City with trail management planning and implementation related to the Heart of Iowa Nature Trail Connection plan.

General Provisions:

1. The failure of either party hereto at any time to require performance by the other party of any provision of this Memorandum of Understanding shall in no way affect the right of such party thereafter to enforce the same, nor shall any waiver of any breach of any provision hereof by the other party be taken or held to be a waiver by such party of any subsequent breach of such provision, or as a waiver of the provision itself.
2. Both parties agree to the proposed timeline attached in EXHIBIT B.
3. The section and other headings contained in this Memorandum of Understanding are for reference purposes only and shall not affect the meaning or interpretation of this Memorandum of Understanding.
4. Each party shall bear its own costs and expenses (including legal fees and expenses) incurred in connection with this Memorandum of Understanding and the transactions contemplated herein.
5. This Memorandum of Understanding supersedes all prior oral or written proposals, communications, or other agreements related to the subject matter of this Memorandum of Understanding. This Memorandum of Understanding constitutes the entire understanding between the City and the County with regard to the subject matter of this Memorandum of Understanding and no amendment or change shall be binding upon the parties unless in writing and signed by both parties.
6. Each party agrees to hold harmless all other parties (including its officers, agents and employees) from and against any and all claims, demands, liabilities and costs incurred by the indemnified party, including reasonable attorney's fees, directly or indirectly arising out of or in connection with the indemnifying party's performance, or any service, or any other act or omission by or under the direction of the indemnifying party, or its officers, agents or employees. [CWR1]
7. The City and the County warrant that they have full and sufficient authority to execute this Memorandum of Understanding and each party will sign whatever documents are necessary to effectuate this Memorandum of Understanding.
8. This Memorandum of Understanding may be executed in one or more counterparts, each of which shall be deemed an original.
9. The Recitals set forth above are incorporated herein by reference.
10. The term of this Memorandum of Understanding shall commence when approved and signed by the parties and will continue until the plan is completed or the Memorandum of Understanding is terminated as provided herein.
11. This Memorandum of Understanding may be terminated at any time by the mutual agreement of the parties or by either party by giving the other party 30 calendar

days prior written notice. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa (excluding conflict of laws rules).

IN WITNESS WHEREOF, we have affixed our signatures hereto.

CITY OF MAXWELL, IOWA

Doug Miller
By: Doug Miller, Mayor Pro tem

STATE OF IOWA, STORY COUNTY, ss:

Subscribed and sworn to before me on this 3rd day of January, 2024.

Debra A Hayes
Notary Public in and for said State of Iowa



STORY COUNTY, IOWA

Christine Laumer
By: Christine Laumer Chairperson of Story County Conservation Board
James Pease

STATE OF IOWA, STORY COUNTY, ss:

Subscribed and sworn to before me on this 8 day of January, 2024.

Gen M Muckley
Notary Public in and for said State of Iowa

3-18-25

Latifah Faisal
By: Latifah Faisal, Chairperson of Story County Board of Supervisors
Lisa Heddens

STATE OF IOWA, STORY COUNTY, ss:

Subscribed and sworn to before me on this 9th day of January, 2024.

Michelle L Bellile
Notary Public in and for said State of Iowa



EXHIBIT A – Trail Master Plan

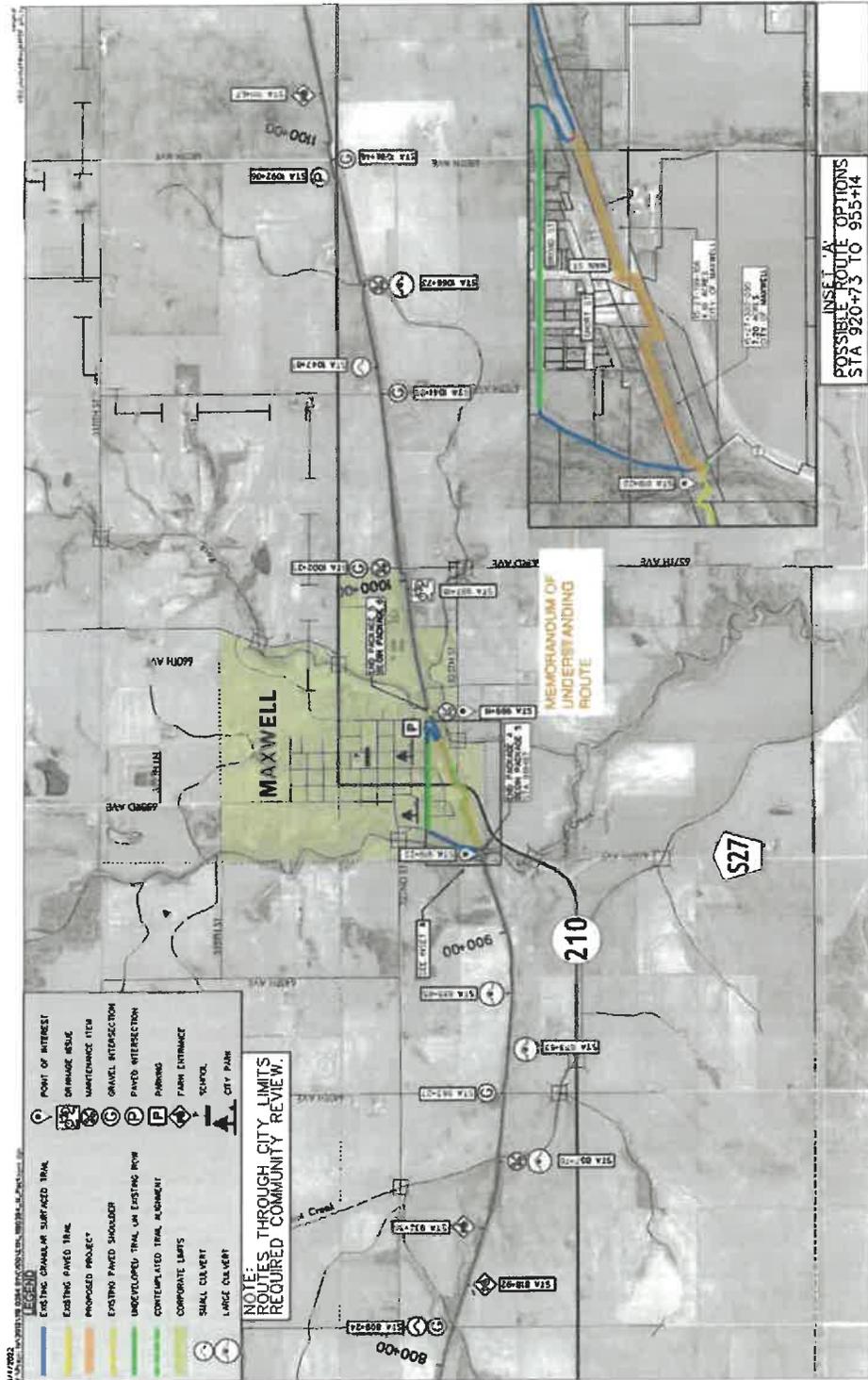


EXHIBIT B – Project Timeline

2023 Design
2024 Construction



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: January 9, 2024
Re: Consideration of Contract with Snyder & Associates for Construction Administration and Construction Observation Services for Paving the Heart of Iowa Nature Trail Between the South Skunk River Bridge and S-14.

The attached professional services contract with Snyder & Associates is for construction administration and construction observation services for paving the Heart of Iowa Nature Trail between the South Skunk River Bridge and S-14.

The scope of these services includes construction administration, part-time construction observation, and estimated outside material testing services. This contract is hourly, in accordance with the original agreement fee schedule, with a not to exceed amount of \$79,000. Funding for this contract amendment is in the FY24 budget.

The Story County Conservation Board recommends your approval.


Approval

Disapproval

1-9-24

Date

Date

SUPPLEMENTAL AGREEMENT FOR ADDITIONAL SERVICES # 02

To: Snyder & Associates, Inc.
 2727 SW Snyder Blvd.
 Ankeny, IA 50023

Attn: Andy Burke
 Phone: 515-964-2020
 Fax: 515-964-7938

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

Client: Story County Conservation	
Project Name: Heart of Iowa Nature Trail – Phase 3A & 3B Paving, South Skunk River to S14 (620 th Avenue)	
S&A Project Number: 122.0237	Original Agreement Date: February 15, 2022

DESCRIPTION OF ADDITIONAL SERVICES:

Additional construction phase services for the Heart of Iowa Nature Trail Phase 3A and Phase 3B . Refer to attached Exhibit A.

Lump Sum in the amount of: \$

Hourly plus expenses per original agreement or attached fee schedule, estimated budget: \$

Document attached: Exhibit A.

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

Story County Board of Supervisors (Client)

 (Type or Print Name above line)

SNYDER & ASSOCIATES, INC. (Professional)

By: Lisa K. Heckens
 (Authorized Agent)

By: Mark A. Land
 Digitally signed by Mark A. Land, P.E., CFM
 Date: 2023.12.21 16:14:17 -06'00'
 (Authorized Agent)

Lisa K. Heckens
 (Printed or typed signature)

Mark A. Land, P.E., CFM
 (Printed or typed signature)

Date: 1-9-24

Date: December 21, 2023

Route executed to:

EXHIBIT A - SCOPE OF SERVICES

CLIENT: STORY COUNTY CONSERVATION

PROFESSIONAL: SNYDER & ASSOCIATES, INC.
2727 SW SNYDER BLVD
ANKENY, IOWA 50023

PROJECT: HEART OF IOWA NATURE TRAIL PAVING, PHASE 3A&3B –
SOUTH SKUNK RIVER TO S14 (620th AVE)

DATE: 12/19/2023

GENERAL:

To provide Construction phase administration and observation services for said PROJECT.

SCOPE OF SERVICES:

1. Construction Administration: Upon award of the construction contract, the PROFESSIONAL will perform the following administrative services during the construction of the project.
 - a. Preconstruction Meeting – The PROFESSIONAL will arrange and conduct a preconstruction meeting with the awarded Contractor, the CLIENT, Iowa DOT, and utility companies to review project requirements and construction schedule. The PROFESSIONAL will prepare the minutes of the conference and forward them to attendees.
 - b. The PROFESSIONAL will make available the Engineer of Record or direct supervised design engineer an estimated three (3) times for periodic site visits should the need arise during the construction of the project.
 - c. The PROFESSIONAL will answer design interpretation questions from the CLIENT, Contractor, or other review agencies.
 - d. Submittals Review – The PROFESSIONAL will review shop drawings, catalog cuts, test reports, and materials certifications to ensure compliance with project specifications. The PROFESSIONAL will coordinate with the CLIENT on reviews prior to final submittal to the Contractor.
 - e. The PROFESSIONAL will provide licensed staff to use the DOT-required project management software (APPIA) and make the required postings to the DOT-required project filing system (DocExpress).
 - f. Pay Applications & Reimbursements– The PROFESSIONAL will prepare to pay applications based on the Contractor's request for the progress of work. The PROFESSIONAL will generate pay applications via the DOT-required APPIA project management software. The PROFESSIONAL will prepare reimbursement forms based on CLIENT's requested intervals on the DOT-required forms.
 - g. Change Orders – The PROFESSIONAL will administer change orders and negotiate for approval by the CLIENT and Iowa DOT. Once change orders are anticipated, they will promptly be forwarded to the CLIENT for review, consideration, and comment. The PROFESSIONAL will send a draft change order using Iowa DOT standard forms to Iowa DOT staff for review and approval prior to final execution with the Contractor.

- h. Substantial Completion – The PROFESSIONAL will determine when the project is substantially complete based on project progress and specifications. Then recommend final payment to the Contractor by the CLIENT.
 - i. Final Walk-Through – The PROFESSIONAL will conduct a final walk-through of completed improvements with the CLIENT and Contractor and will prepare a punch list of items to be completed by the Contractor prior to final acceptance.
 - j. Project close-out – The PROFESSIONAL will complete all applicable documentation as required by Iowa DOT and coordinate a final project audit with Iowa DOT staff.
2. Construction Observation: The PROFESSIONAL will oversee construction observation duties for the duration of the construction phase. It is anticipated that the Contractor will work on weekdays. It is understood that 110 Working Days are allocated for this project. The PROFESSIONAL will give guidance to the project during construction, including the following;
- a. Part-time observation of the work for general compliance with the plans and specifications. It is anticipated that observation staff will make approximately 75 field visits and provide partial day observation during these field visits for this project. PROFESSIONAL will perform full-time observation services during trail paving operations. It is understood that CLIENT will provide field observation support on days where PROFESSIONAL is not onsite. CLIENT to provide PROFESSIONAL with a written observation report on the work being performed during the visit.
 - b. Preparation of diary and logs of the Contractor’s activities throughout construction, including notation of extra work or changes ordered during construction. PROFESSIONAL will utilize standard Iowa DOT forms for tabulating and tracking work progress and quantities.
 - c. Coordinate acceptance testing and monitoring according to the specifications. Costs associated with material acceptance testing, gradation testing, and other related testing will be performed by outside testing agencies and passed through as an expense with an estimated maximum. If costs for these services reach 80% of the estimated maximum the PROFESSIONAL will contact the CLIENT to assess the remaining work. If required, a release of contingency may be needed to compensate for additional costs.
 - d. Resident Engineer services provide the CLIENT with representation at the project site, however, they do not guarantee the Contractor’s performance. Nor do they include responsibility for construction means, controls, methods, techniques, sequences, procedures, or safety used in the construction work.
 - e. The PROFESSIONAL’s field observation staff will be present during a final walk-through of completed improvements with the CLIENT and Contractor and will assist in the preparation of a punch list of items to be completed by the Contractor prior to final acceptance.
 - f. The PROFESSIONAL will be responsible for an observer to provide part-time observation and track the progression of construction activities by the Contractor in the DOT-required APPIA software. This includes basic daily log reports, identification of installed materials, observation of installation practices and procedures, general overview of traffic control required for construction activities, and issuance of non-compliance if required.

PROJECT FEE AND SCHEDULE:

PROFESSIONAL will complete the above services at an hourly rate with an estimated maximum plus direct expenses as indicated below. Hourly rate services will be based on the attached standard fee schedule.

<i>Task</i>	<i>Description</i>	<i>Estimated Fee</i>
1A	Construction Administration 3A	\$17,000(hourly) + \$100 (expenses) = \$17,100
2A	Construction Observation 3A	\$27,600 (hourly) + \$900 (expenses) =\$28,500
3A	Outside Material Testing 3A	\$1,800 (estimated and passed through on invoicing)
1B	Construction Administration 3B	\$11,300 (hourly) + \$100 (expenses) = \$11,400
2B	Construction Observation 3B	\$18,400 (hourly) + \$600 (expenses) =\$19,000
3B	Outside Material Testing 3B	\$1,200 (estimated and passed through on invoicing)
3A Subtotal	Estimated Maximum Budget	\$47,400
3B Subtotal	Estimated Maximum Budget	\$31,600
Total Estimated Maximum Budget		\$79,000

The PROFESSIONAL will notify the CLIENT when the actual fees are at 80% of the estimated fees for the three identified tasks above and assess the work remaining. The PROFESSIONAL shall not exceed the established estimated fees for the three identified tasks above without written authorization from the CLIENT.

The PROFESSIONAL will begin work upon notice to proceed and complete the scope identified herein based on a mutually agreed upon schedule with the CLIENT and Contractor's start of construction.

ADDITIONAL SERVICES:

If CLIENT should request additional services related to the above-listed services or if the extent of modifications vary significantly from those listed above, the PROFESSIONAL will complete additional services on an hourly rate plus direct expenses basis upon a notice to proceed by CLIENT.

RESPONSIBILITIES OR INFORMATION TO BE PROVIDED BY CLIENT:

1. Review of pay applications, change orders, submittals, request for information (RFI), and other documentation and correspondence in a timely manner.
2. Availability for site visits during construction if requested by PROFESSIONAL.



2024 STANDARD FEE SCHEDULE

PROFESSIONAL

Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist
Project Manager, Planner, Right-of-Way Agent, Graphic Designer

Principal II	\$252.00/hour
Principal I	\$237.00/hour
Senior	\$216.00/hour
VIII	\$198.00/hour
VII	\$187.00/hour
VI	\$178.00/hour
V	\$166.00/hour
IV	\$153.00/hour
III	\$141.00/hour
II	\$128.00/hour
I	\$115.00/hour

TECHNICAL

CAD, Survey, Construction Observation

Lead	\$150.00/hour
Senior	\$144.00/hour
VIII	\$134.00/hour
VII	\$124.00/hour
VI	\$111.00/hour
V	\$101.00/hour
IV	\$91.00/hour
III	\$82.00/hour
II	\$75.00/hour
I	\$66.00/hour

ADMINISTRATIVE

II	\$77.00/hour
I	\$63.00/hour

REIMBURSABLES

Mileage	Current IRS standard rate
Outside Services	As Invoiced



Memorandum

To: Story County Board of Supervisors
Through: Michael D. Cox, Director
From: Patrick Shehan, Special Projects Ranger
Date: January 9, 2024
Re: Consideration of Bid Award and Approval of Construction Contract for the Heart of Iowa Nature Trail Paving Project Phases 3A&3B.

Bids have been opened by the IDOT for the Heart of Iowa Nature Trail (HOINT) paving project Phases 3A and 3B. These phases were let jointly as one project. This project includes paving the HOINT between the South Skunk River Bridge and S-14. Staff recommends award of bid and approval of the construction contract to the low responsive, responsible bidder – Howrey Construction, Inc. The bid tabulation follows:

Howrey Construction, Inc.....	\$1,073,795.75
Wicks Construction, Inc.....	\$1,088,463.10
Holzworth Construction.....	\$1,125,018.78
Con-Struct, Inc.....	\$1,186,900.56
Jasper Construction Services, Inc.....	\$1,284,980.98
Caliber Concrete, LLC.....	\$1,333,954.57
OEL Construction Services, Inc.....	\$1,566,705.03
TK Concrete, Inc.....	\$1,724,015.70

The Engineers Opinion of Probable Construction Costs was \$1,136,079.10. The low bid was 5% below the Engineers Opinion of Probable Construction Costs. SCCB has received four grants towards this project totaling \$1,059,000, and SCC match funds have been budgeted.

The Conservation Board recommends award of the bid and your authorization for Michael Cox, Conservation Director, to sign the contract on behalf of Story County.


Approval

Disapproval

1-9-24

Date

Date