

The Board of Supervisors met on 12/05/23 at 10:00 a.m. in the Story County Administration Building. Latifah Faisal, Linda Murken, and Lisa Heddens, with Faisal 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, Heddens seconded adopting the agenda. Motion carried unanimously (MCU) on a roll call vote.

MINUTES: 11/28/23 Minutes – Heddens moved, Murken seconded approving the 11/28/23 Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) new hire, effective 12/13/23, in a) Auditor's Office for Crystal Becker @ \$24.48/hr. Murken moved, Heddens seconded approving the Personnel Action as listed. Roll call vote. (MCU)

CLAIMS: 12/7/23 Claims of \$1,219,364.97 (run date 12/1/23, 27 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from CIDTF (\$7,475.72), BooSt SR (\$8,987.84), BooSt EC (\$1,076.25), Emergency Management (\$75.09), E911 (\$182.65), County Assessor (\$12,180.75), City Assessor (\$18,446.29), Central Iowa Community Services (\$623,733.83), City/School Election Workers (\$56,482.15). Heddens moved, Murken seconded approving claims as presented. Roll call vote. (MCU)

Murken moved, Heddens seconded approving Consent Agenda.

1. Iowa Department of Transportation Agreement for Federal Aid Agreement for County Highway Bridge Program Project No: BROS-C085(162)--5F-85
2. Agreement between Environmental Health and NewSeptic LLC for NewSeptic Annual Pro Plan, effective 12/1/23 -11/30/24, for \$1,200.00
3. Professional Consultant Agreement Services Agreement with Mark Bethel
4. Resolution #24-41, Award of Bid to Christensen Bros. Inc for Project L-P15E--73-85 for \$640,715.15 and that the Engineer be authorized to sign the contract documentation on behalf of the Board
5. Resolution #24-42, Setting Date and Time for Public Hearing for 12/12/23 for consideration of an offer to buy real estate and acceptance of purchase of property known as follows: the Northwest Quarter of the Northeast Quarter (NW ¼ NE ¼), west of US Interstate 35; the East One-Half (E ½) of the Northwest Quarter (NW ¼); and the East Eleven and One-Half (11.5) Acres of the Northwest Quarter of the Northwest Quarter (NW ¼ NW ¼), all in Section Eighteen (18), Township Eighty-Four (84) North, Range Twenty-Three (23) West of the 5th P.M., Story County, Iowa (Milford Township), for \$405,000.00 plus taxes and other expenses and authorize the signature upon the offer to buy real estate and acceptance and all other necessary documentation to effectuate the purchase by the Chairman
6. Appointment to the Story County Board of Health to three-year terms, effective 1/2/24-12/31/26: Michael Badger and John Paschen
7. Resolution Resolution #24-27, Setting Date and Time for Public Hearing for 12/12/23 for First Consideration of Ordinance No. 313, Amending Certain Boundaries of the Official Zoning Map of Story County, Iowa, as referenced in §86.02 of the Story County Code of Ordinances, for a portion of property located at 5525 North Dayton Avenue in Section Thirteen (13) of Franklin Township, Story County, Iowa, under the ownership of the Connie J. Prohaska Underwood Revocable Trust from the A-1 Agricultural District to the A-R Agricultural Residential District

Roll call vote. (MCU)

CONSERVATION QUARTERLY REPORT: Director Mike Cox highlighted educational programming, Heart of Iowa Nature Trail (HOINT) project paving, construction projects, trail plan revision, natural resources, volunteer hours, grants, and new staff.

FACILITIES MANAGEMENT QUARTERLY REPORT: Director Joby Brogden highlighted work orders, routine maintenance, and equipment. He reviewed projects by building.

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

Heddens moved, Murken seconded to adjourn at 10:48 a.m. Roll call vote. (MCU)

Story County Board of Supervisors
Tentative Agenda
Administration Building, 900 6th St., Nevada, IA
12/5/23

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:

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[PWD=D3LWULZZMFV5S00RRJAXWGTfZDZWDZ09](https://us02web.zoom.us/j/83219534107?pwd=D3LWULZZMFV5S00RRJAXWGTfZDZWDZ09)

Passcode: 740703

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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. AGENCY REPORTS:
7. CONSIDERATION OF MINUTES:
 - I. 11/28/23 Minutes

Department Submitting Auditor
8. CONSIDERATION OF PERSONNEL ACTIONS:
 - I. Action Forms
 - 1) new hire, effective 12/13/23, in a) Auditor's Office for Crystal Becker @ \$24.48/hr.
Department Submitting Auditor

9. CONSIDERATION OF CLAIMS:

I. 12/7/23 Claims

Department Submitting Auditor

Documents:

CLAIMS 120723.PDF

10. CONSENT AGENDA:

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

I. Consideration Of Iowa Department Of Transportation Agreement For Federal-Aid Agreement For County Highway Bridge Program Project No: BROS-C085(162)-5F-85

Department Submitting Engineer

Documents:

FEDERAL AID BRIDGE PROGRAM.PDF

II. Consideration Of Agreement Between Environmental Health And NewSeptic LLC For NewSeptic Annual Pro Plan Effective 12/1/2023 -11/30/2024 For \$1,200

Department Submitting Environmental Health

Documents:

INVOICE NEWSEPTIC.PDF

III. Consideration Of Professional Consultant Agreement Services Agreement For Mark Bethel

Department Submitting Board of Supervisors

Documents:

BETHEL AGREEMENT.PDF

IV. Consideration Of Resolution #24-41, Award Of Bid To Christensen Bros. Inc For Project L-P15E-73-85 For \$640,715.15 And That The Engineer Be Authorized To Sign The Contract Documentation On Behalf Of The Board

Department Submitting Engineer

Documents:

RES 24 41.PDF

V. Consideration Of Resolution #24-42, Setting Date And Time For Public Hearing For

December 12, 2023, For Consideration Of An Offer To Buy Real Estate And Acceptance For The Purchase Of Property Known As The Northwest Quarter Of The Northeast Quarter (NW ¼ NE ¼), West Of U.S. Interstate 35; East One-Half (E ½) Of The Northwest Quarter (NW ¼); And East Eleven And One-Half (11 ½) Acres Of The Northwest Quarter Of The Northwest Quarter (NW ¼ NW ¼), All In Section Eighteen (18), Township Eighty-Four (84) North, Range Twenty-Three (23) West Of The 5th P.M., Story County, Iowa, For \$405,000.00 Plus Taxes And Other Expenses And Authorize The Signature Upon The Offer To Buy Real Estate And Acceptance And All Other Necessary Documentation To Effectuate The Purchase By The Chairman

Department Submitting Conservation

Documents:

RESOLUTION 24 42.PDF

- VI. Consideration Of Appointment Of Story County Board Of Health; Michael Badger; John Paschen For A 3 Year Term Effective 01/02/24-12/31/26

Department Submitting Auditor

Documents:

NOTICEOFAPPT BOH.PDF

- VII. Consideration Of Resolution #24-27, Setting Date And Time For Public Hearing For December 12, 2023, For First Consideration Of Ordinance No. 313 Amending Certain Boundaries Of The Official Zoning Map Of Story County, Iowa, As Referenced In Sections 86.02 Of The Story County Code Of Ordinances, For A Portion Of Property Located At 5525 North Dayton Avenue In Section Thirteen (13) Of Franklin Township, Story County, Iowa, Under The Ownership Of The Connie J. Prohaska Underwood Revocable Trust, From The A-1 Agricultural District To The A-R Agricultural Residential District

Department Submitting Planning and Development

Documents:

RESOLUTION 24 27.PDF

11. PUBLIC HEARING ITEMS:

12. ADDITIONAL ITEMS:

13. DEPARTMENTAL REPORTS:

- I. Conservation Quarterly Report - Mike Cox

Department Submitting Auditor

Documents:

CONSERVATION QTR.PDF

- II. Facilities Management Quarterly Report - Joby Brogden

Department Submitting Auditor

Documents:

FMGT QTR.PDF

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.

July 2022

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
for a County Highway Bridge Program Project**

RECIPIENT: Story County

Project No: BROS-C085(162)--5F-85

Iowa DOT Agreement No: 1-23-HBP-039

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between Story County, Iowa (hereinafter referred to as the RECIPIENT) and the Iowa Department of Transportation (hereinafter referred to as the DEPARTMENT). Iowa Code Sections 306A.7 and 307.44 provide for the RECIPIENT and the DEPARTMENT to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds.

The Bridge Formula Program (BFP) and the Surface Transportation Block Grant (STBG) Program make Federal funds available for replacement or rehabilitation of highway bridges on public roads on and off the Federal-aid System. A portion of BFP or STBG funds have been set aside for this purpose and designated as the County Highway Bridge Program (HBP). In the event Highway Infrastructure Program (HIP) funding is available, it may be included for this same purpose.

Pursuant to the terms of this agreement, applicable statutes, and 761 Iowa Administrative Code (IAC) Chapter 161, the DEPARTMENT agrees to provide County HBP funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the project.

The RECIPIENT and the DEPARTMENT previously entered into Agreement No. 1-21-HBP-SWAP-008 for the above referenced project. Subsequent to the execution of Agreement No. 1-21-HBP-SWAP-008, the DEPARTMENT requires that the RECIPIENT convert the Federal-aid Swap funds to Federal-aid funds due to the implementation of the Infrastructure Investment and Jobs Act (IIJA). This agreement RESCINDS the original fully executed agreement 1-21-HBP-SWAP-008 dated April 16, 2021. The original Project Number BROS-SWAP-C085(162)--FE-85 has been RESCINDED and replaced with BROS-C085(162)--5F-85.

Under this agreement, the parties further agree as follows:

1. The RECIPIENT shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person will be the Local Systems Project Development Engineer, Jenifer Bates, and the Central Region Local Systems Field Engineer, Brian J. Catus. The RECIPIENT's contact person shall be the County Engineer.
3. The RECIPIENT shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 316250
 - B. Location: 150th Street over Skunk River
 - C. Preliminary Estimated Total Eligible Construction Costs: \$ 2,000,000
4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the DEPARTMENT. Within the eligible project construction limits, eligible project activities will be limited to actual construction costs.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.

6. 100% of the eligible construction project costs incurred after the effective date of this agreement shall be paid from County HBP funds. The RECIPIENT shall pay 100% of the non-eligible project costs. Reimbursed costs will be limited to County HBP funds that are made available to counties through the HBP Funds outlined in 761 Iowa Administrative Code, Chapter 161 and Local Systems Instructional Memorandum (I.M.) 1.100 in place at the time of this agreement being fully executed.
7. The RECIPIENT shall pay for all project costs not reimbursed with Highway Bridge Program funds.
8. The RECIPIENT shall let the project for bids through the DEPARTMENT.
9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
10. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
11. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the DEPARTMENT.
12. The project shall be let to contract within 3 years of the date this agreement is approved by the DEPARTMENT. If not, this agreement may become null and void, unless the RECIPIENT submits a written request for extension to the DEPARTMENT at least 30 days prior to the 3-year deadline. If approved, this agreement may be extended for a period of time as determined by the DEPARTMENT, but not less than 6 months.
13. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

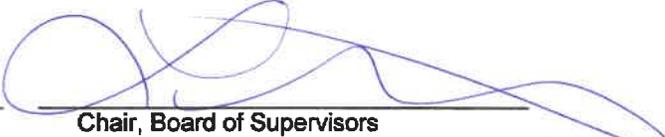
IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite its signature below.

RECIPIENT: Story County

This agreement was approved by official action of the Story County Board of Supervisors in official session on the 5th day of December, 2023.



County Auditor



Chair, Board of Supervisors

Recommended for approval by:

 11-28-23

Darren R. Moon, P.E. Date

By _____
Brian J. Catus, P.E.
Local Systems Field Engineer
Central Region

Date _____

EXHIBIT 1
General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects

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

1. General Requirements.

- a. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DEPARTMENT has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: https://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The RECIPIENT shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the RECIPIENT shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. In accordance with Iowa Code Chapter 216, the RECIPIENT shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability. The RECIPIENT agrees to comply with the requirements outlined in I.M. 1.070, Title VI and Nondiscrimination Requirements, which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.
- c. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in I.M. 1.080, ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504, which includes following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the Iowa DOT Design Manual.
- d. To the extent allowable by law, the RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any claim, action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the DEPARTMENT's application review and approval process, plan and construction reviews, and funding participation.
- e. As required by the 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the RECIPIENT will pay initial project costs and request reimbursement from the DEPARTMENT, the RECIPIENT shall report this project on its SEFA. If the DEPARTMENT will pay initial project costs and then credit those accounts from which initial costs were paid, the DEPARTMENT will report this project on its SEFA. In this case, the RECIPIENT shall not report this project on its SEFA.
- f. The RECIPIENT shall supply the DEPARTMENT with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The RECIPIENT shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
 - ii. The RECIPIENT shall comply with the requirements of I.M. 5.010, DBE Guidelines.

- iii. The DEPARTMENT's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the RECIPIENT of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
- h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.

2. Programming.

- a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
- b. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at usaspending.gov.
- c. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in I.M. 1.200, Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.

3. Design and Consultant Services

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

4. Environmental Requirements and other Agreements or Permits.

- a. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The RECIPIENT shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in I.M. 3.020, Concept Statement Instructions; 4.020, NEPA Process; 4.110 Threatened and Endangered Species; and 4.120, Cultural Resource Regulations.
- b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall follow the procedures in I.M. 4.170, Farmland Protection Policy Act.

- c. The RECIPIENT shall obtain project permits and approvals, when necessary, from the Iowa DEPARTMENT of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the procedures in I.M. 4.130, 404 Permit Process; 4.140, Storm Water Permits; 4.150 Iowa DNR Floodplain Permits and Regulations; 4.190, Highway Improvements in the Vicinity of Airports or Heliports; and 4.160, Asbestos Inspection, Removal, and Notification Requirements.
- d. In all contracts entered into by the RECIPIENT, and all subcontracts, in connection with this project that exceed \$100,000, the RECIPIENT shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the RECIPIENT shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

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

- a. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in I.M. 3.600, Right-of-Way Acquisition, and the DEPARTMENT's Right of Way Bureau Local Public Agency Manual. The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures, even though no Federal funds are used for right-of-way activities. If Federal-aid will not be used in the cost of acquiring right-of-way, acquisition activities may begin prior to FHWA Environmental Concurrence. However, such acquisitions cannot affect the National Environmental Policy Act (NEPA) decision making process.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the RECIPIENT shall obtain agreements, easements, or permits as needed from the railroad. The RECIPIENT shall follow the procedures in I.M. 3.670, Work on Railroad Right-of-Way and I.M. 3.680, Federal-aid Projects Involving Railroads.
- c. The RECIPIENT shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the RECIPIENT shall follow the DEPARTMENT's Policy for Accommodating Utilities on Primary Road System. The RECIPIENT should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

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

- c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in I.M. 5.120, Local Letting Process - Federal-aid.
- d. The RECIPIENT shall forward a completed Project Development Certification (Form 730002) to the DEPARTMENT in accordance with I.M. 3.710, Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.
- e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 26.12.
- f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Iowa DOT has concurred in the contract award.

7. Construction.

- a. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the DEPARTMENT.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
- c. For projects let through the DEPARTMENT, the project shall be constructed under the DEPARTMENT's Standard Specifications for Highway and Bridge Construction and the RECIPIENT shall comply with the procedures and responsibilities for materials testing according to the DEPARTMENT's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/erl/current/IM/navigation/nav.htm>.
- d. For projects let locally, the RECIPIENT shall provide materials testing and certifications as required by the approved specifications.
- e. If the DEPARTMENT provides any materials testing services to the RECIPIENT, the DEPARTMENT will bill the RECIPIENT for such testing services according to its normal policy as per Materials I.M. 103 Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The RECIPIENT shall follow the procedures in I.M. 6.000, Construction Inspection, and the DEPARTMENT's Construction Manual, as applicable, for conducting construction inspection activities.

8. Reimbursements.

- a. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months, but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. Reimbursement claims shall be submitted on forms identified by the Department along with all required supporting documentation. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. If, upon final audit or review, the DEPARTMENT determines the RECIPIENT has been

overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT. After the final audit or review is complete and after the RECIPIENT has provided all required paperwork, the DEPARTMENT will release the Federal funds withheld.

- e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:
 - i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. Refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the DEPARTMENT will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the RECIPIENT.

9. Project Close-out.

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the RECIPIENT shall provide written notification to the DEPARTMENT. The RECIPIENT shall follow and request a final audit, in accordance with the procedures in I.M. 6.110, Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The RECIPIENT may be suspended from receiving federal funds on future projects.
- b. For construction projects, the RECIPIENT shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the DEPARTMENT accepts the project as complete.
- d. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The RECIPIENT shall also make these materials available at all reasonable times for inspection by the DEPARTMENT, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the RECIPIENT if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the DEPARTMENT will notify the RECIPIENT of the record retention date.
- e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT and the FHWA.

PROFESSIONAL CONSULTANT SERVICES

AGREEMENT (Contracted Services)

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

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

AGREEMENT

NAME OF CONTRACTOR MARK DAVID BETHEZ

MAILING ADDRESS 2507 COYOTE DRIVE, AMES, IOWA 50014

BUSINESS PHONE NO. (515) 721-2471 CELL PH# (515) 203-9415

1. DESCRIPTION OF SERVICES: Medical Examiner Investigations/On-Call - death as outline in the Iowa Code ch: 331.802 at the direction of the Story County Medical Examiner.

2. DATE (S): 1/1/23 - 12/31/24; 2 year term

3. TIME (S) To be determined by the Story County Medical Examiner

4. LOCATION; To be determined by the Story County Medical Examiner

5. PROFESSIONAL FEES; ~~\$250.00~~ \$500.00 per Investigation plus County mileage paid at current County rate.

6. SPECAIL CONDITIONS; Insurance coverage is provided for services. The medical examiner investigators perform on behalf of the County.

CERTIFICATION

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

Signature [Signature] Date 11/28/2023

Approved by [Signature] Date 12/5/2023

W-9 completed ✓

Prepared by and return to: The Story county Engineer's Office, 837 N Ave, Nevada Iowa 50201 Phone 515-382-7355

RESOLUTION #24-41

Story County Board of Supervisors

Award of Bid for Project L-P15E--73-85

Bridge Replacement - CCSB – On 535th Ave. Over Ballard Creek in section 15-82-24.

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

Section 1: That the bid for L-P15E--73-85 be awarded to the low bidder, CHRISTENSEN BROS. INC., CHEROKEE, IA, for the total cost of \$640,715.15.

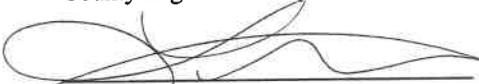
Section 2: That the chair be authorized to sign the contract documents on behalf of the board.

Section 3: That this resolution shall take effect immediately.

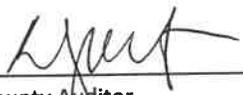
Adopted this 5th day of December, 2023

Recommended Approval by:

 11-29-23
Darren R Moon, P.E. Date
County Engineer



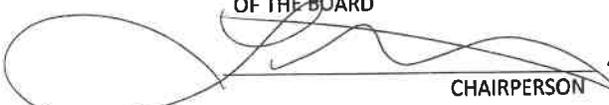
Chair, Board of Supervisors

Attest: 

County Auditor

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

ALLOWED BY VOTE OF THE BOARD Yea 3 Nay 0 Absent 0



CHAIRPERSON Above tabulation made by 

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared by Michael D. Cox, Conservation Director, 56461 180th Street, Ames, Iowa 50010 515-232-2516

STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION #24-42

SETTING DATE AND TIME FOR PUBLIC HEARING FOR DECEMBER 12, 2023, FOR CONSIDERATION OF AN OFFER TO BUY REAL ESTATE AND ACCEPTANCE FOR THE PURCHASE OF PROPERTY KNOWN AS THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER (NW ¼ NE ¼), WEST OF U.S. INTERSTATE 35; EAST ONE-HALF (E ½) OF THE NORTHWEST QUARTER (NW ¼); AND EAST ELEVEN AND ONE-HALF (11 ½) ACRES OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER (NW ¼ NW ¼), ALL IN SECTION EIGHTEEN (18), TOWNSHIP EIGHTY-FOUR (84) NORTH, RANGE TWENTY-THREE (23) WEST OF THE 5TH P.M., STORY COUNTY, IOWA, FOR THE AMOUNT OF \$405,000.00 PLUS TAXES AND OTHER EXPENSES AND AUTHORIZE THE SIGNATURE UPON THE OFFER TO BUY REAL ESTATE AND ACCEPTANCE AND ALL OTHER NECESSARY DOCUMENTATION TO EFFECTUATE THE PURCHASE BY THE CHAIRMAN OF THE BOARD OF SUPERVISORS.

WHEREAS, the Story County Board of Supervisors of Story County, Iowa, that in order to acquire an interest in real property, for the purpose and use as a conservation area, will consider a Purchase Agreement between Story County Iowa, and the Iowa Natural Heritage Foundation, to purchase the property described above;

AND WHEREAS, notice of a Public Hearing by the Story County Board of Supervisors on the Offer to Buy Real Estate and Acceptance is heretofore given in compliance with the provisions of the Code of Iowa;

AND WHEREAS, Story County will be considering the Offer to Buy Real Estate and Acceptance on December 12, 2023.

NOW THEREFORE BE IT RESOLVED that a public hearing on this matter be held on the 12th day of December 2023, in the Public Meeting Room of the Story County Administration Building, 900 6th Street, Nevada, Iowa, at 10:00 AM.

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 5th day of December 2023.


Chairperson, Board of Supervisors

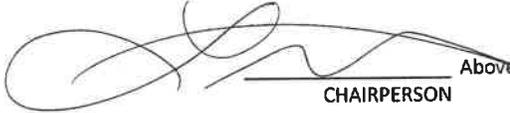
Attest:


County Auditor

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

ALLOWED BY VOTE
OF BOARD

Yea 3 Nay 0 Absent 0

 Above tabulation made by 
CHAIRPERSON

NOTICE OF APPOINTMENT

PERSON APPOINTED: Michael Badger

BOARD COMMISSION OR COMMITTEE APPOINTED TO:
Board of Health

LENGTH OF TERM: 3 Years

IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? No

IF SO, WHO'S TERM: _____

WHO NEEDS TO BE NOTIFIED? _____

DATE APPOINTED: 1/1/2024

DATE OF TERM EXPIRED: 12/31/2026

APPROVED **DENIED**
Board Member Initials: [Signature]
Meeting Date: 12/5/23
Follow-up action: _____

NOTICE OF APPOINTMENT

PERSON APPOINTED: John Paschen

BOARD COMMISSION OR COMMITTEE APPOINTED TO:
Board of Health

LENGTH OF TERM: 3 Years

IS THIS APPOINTMENT TO FILL AN UNEXPIRED TERM? No

IF SO, WHO'S TERM: _____

WHO NEEDS TO BE NOTIFIED? _____

DATE APPOINTED: 1/1/2024

DATE OF TERM EXPIRED: 12/31/2026

APPROVED **DENIED**

Board Member Initials: [Signature]

Meeting Date: 12/5/23

Follow-up action: _____

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 the Story County Planning & Development Department

Please return to:
Planning & Development

**STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NO. 24-27**

SETTING DATE AND TIME FOR PUBLIC HEARING FOR DECEMBER 12, 2023, FOR FIRST CONSIDERATION OF ORDINANCE NO. 313 AMENDING CERTAIN BOUNDARIES OF THE OFFICIAL ZONING MAP OF STORY COUNTY IOWA, AS REFERENCED IN SECTIONS 86.02 OF THE STORY COUNTY CODE OF ORDINANCES, FOR A PORTION OF PROPERTY LOCATED AT 5525 NORTH DAYTON AVENUE IN SECTION THIRTEEN (13) OF FRANKLIN TOWNSHIP, STORY COUNTY, IOWA, UNDER THE OWNERSHIP OF THE CONNIE J. PROHASKA UNDERWOOD REVOCABLE TRUST, PO BOX 2436, AMES, IA 50010, FROM THE A-1 AGRICULTURAL DISTRICT TO THE A-R AGRICULTURAL RESIDENTIAL DISTRICT.

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

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

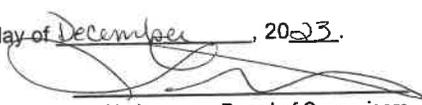
AND WHEREAS, Section 1.11 (2)(B) states the title of the proposed ordinance shall be published in accordance with Section 331.305 of the *Code of Iowa*, as amended, prior to its first consideration by the Board. Copies of the full text of the ordinance shall be made available to the public at the time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

AND WHEREAS, at their December 6, 2023, meeting, the Story County Planning and Zoning Commission will make a recommendation to the Board of Supervisors on the Official Zoning Map Amendment.

NOW THEREFORE BE IT RESOLVED that a public hearing date on this matter be held on the proposed Ordinance No. 313 on the 12th day of December, 2023, in the Public Meeting Room of the Story County Administration Building, 900 6th Street Nevada, Iowa, at 10:00 AM and the Board of Supervisors directs Planning and Development staff to place copies of the full text of the ordinance with the Office of the County Auditor.

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

Dated this 5th day of December, 2023.


Chairperson, Board of Supervisors

Attest:

**STORY COUNTY CONSERVATION
QUARTERLY REPORT
December 5, 2023
Michael D. Cox, Conservation Director**

McFarland Park

- The McFarland Lake Restoration construction is substantially complete. The contractor is finishing punch list items as we await precipitation to fill the lake.

Heart of Iowa Nature Trail

- Phase 3 of paving will be bid on December 19th. This phase includes paving from the Skunk River Bridge to county road S14.
- Phases 4-6 of paving are in final design stage. We anticipate bidding in January or February. This phase includes paving from county road S14 to Collins.

Dakins Lake

- The solar array is under construction. We anticipate completion during the winter.

Sopers Mill Water Trail Access Improvements

- Access improvement construction is complete.

Hickory Grove Park Wastewater

- Bids are currently being solicited for construction of the wastewater conveyance system to the City of Colo. Bids will be opened December 12th.

Hannum's Mill Dam Mitigation

- We have received a Lowhead Dam Mitigation Grant from the IDNR in 2022 and continue to submit grant applications.

Water Quality

- Design is underway for potential edge of field practice installations in 2024.
- Water quality monitoring is being sponsored by Hach. Volunteers have been monitoring throughout the year. Monitoring efforts have begun in Hamilton County.
- Educational program on the use of salt during the winter was offered to county and municipal employees.
- Grant applications were submitted for streambank stabilizations.

Hickory Grove Park and Conservation Center Master Plans

- Master Plans have been completed for both Hickory Grove Park and McFarland Conservation Center. These long-range plans identify desired improvements in both facilities which serve to meet the public need while being stewards of our natural resources.

Prairie Valley Preserve

- Plans are complete for construction of a wetland. We anticipate bidding in February and coordinating bidding with the needed drainage district maintenance project. Staff is working with contractors to complete a walking trail around the property.

Story County Trails Plan Update

- Proposals were solicited for update to the trails plan originally included in the Comprehensive Plan. Three firms presented proposals, Those proposals have been reviewed and we are currently negotiating contract terms.

Deppe Family Conservation Area

- Funds have been raised and or pledged to meet the acquisition goal. We will transition fundraising to development expenses for a parking lot, shelter, trails, and interpretive signage.

Educational Programming over view for FY23

- 1,043 Programs with 25,756 contacts
 - 602 indoor presentations, 397 outdoor experiences, 15 service learning opportunities, and 29 co-sponsored events
 - Co-sponsored a Master Conservation Program certification series with Story County Extension. Nine participants received certification.
- United Community School is paying the EE fee and utilizing our services.

Climate Change and Environmental Health

- Climate Change messaging incorporated into the Garbologist (4th grade) and Biodiversity Bonanza (5th-8th grade) in-class programs.
- First electric vehicle added to our fleet.

DEI Efforts

- Accessibility statements are included on program fliers when necessary.
Example – “Accessibility: Program activities will take place on mowed grass or in the nature center. The short hike will take place on a paved or mowed trail.”
- *Nature Connect* information included on every program flier and in the *Prairie Horizons* newsletter.

Natural Resources

- Natural Resource Stewards have continued to make significant contributions towards resource goals. More than 1,100 hours have been given by volunteers for natural resources work so far for 2023.
- We have received the following grants and awards: DNR Trees for Kids, DNR Urban Forestry, DNR Urban Species of Greatest Conservation Need, and 2nd place statewide for the 2023 Isaac Walton League’s Wildlife Habitat Award.
- Habitat restoration work is underway at several properties specifically, McFarland Park, Sleepy Hollow, Tedesco Environmental Learning Corridor, Robison Wildlife Acres, Christiansen Forest Preserve, Hickory Grove Park, Jennett Heritage Area, Jordan Family Wildlife Area, and Carroll Prairie.
- Ash tree removal is in progress at Hickory Grove Park and the Praeri Rail Trail.

Personnel and Administration

- New staff: Amber Piatt, Naturalist started May 2023, Clair Pfantz, Naturalist started July 2023, Jessica Paulin, Administrative Assistant started July 2023.
- Position recruitments for seasonal staff and campground hosts will be posted in December.
- The collective bargaining unit did not pass a re-certification vote.
- The Story County REAP Plan has been updated.

Work Orders:

Q4 2022, our numbers were:

Location	Work Orders Opened	Work Orders Closed	On-Call
Admin	124	128	1
Group Homes	35	30	0
McFarland	18	17	0
HSC	98	86	2
Justice Center	152	143	12
Animal Control	27	24	0
Engineer	25	24	0
Equip/Vehicles	45	45	0
West Ames Shed	1	1	0
Total	525	498	15

Q4 2023, our numbers are:

Location	Work Orders Opened	Work Orders Closed	On-Call
Admin	166	150	5
Group Homes	76	73	0
McFarland	24	23	1
HSC	117	117	1
Justice Center	156	151	5
Animal Control	21	20	0
S. 11 th Storage	7	7	0
Engineer	28	23	0
Equip/Vehicles	88	88	0
West Ames Shed	0	0	0
Total	683	652	12

General Information: Facilities staff continues to be very busy taking care of the routine maintenance for all buildings and keeping all equipment and vehicles in good working condition. Buildings, equipment, and trucks have been prepped and readied for winter.

- Currently interviewing for open Maintenance Technician position

Administration Building:

- New wax has been laid in the basement SW hallway and NW basement hallway is being prepped
- Permanent counter barriers project has begun
- Wire has been pulled for additional cameras and keyless entry for ongoing added security and as part of barriers project
- Assisted Auditor's office with voting equipment delivery and pickup

- Continued replacing bulbs to LED

Animal Control:

- Counter barriers project well underway

Engineer's building:

- Counter barriers project almost complete

Group Homes:

- All three homes have had their gutters replaced

Human Services Center:

- HVAC replacement project currently underway, waiting on controls and insulators

Justice Center:

- Phase 2 & 3 project punch list items are complete. Contractor finishing up controls
- Updating lighting to LED continues
- Signed a contract with RMH for Attorney remodel
- Courtside restrooms are in the process of receiving new flooring
- Jail plumbing upgrade project is underway with parts received and as time allows, replacement

McFarland Park:

- Painted Entry doors and frames
- Upgraded toilet and urinal flush valves with newer technology, automatic motion activated sensors.