

Story County  
Board of Supervisors Meeting  
Agenda  
9/8/20

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

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

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

**Due to limited access at the Story County Administration Building, meetings of the Story County Board of Supervisors are held via Zoom Web/ Teleconference.**

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

Visit <HTTPS://WWW.ZOOM.US/>

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

**To join the meeting by telephone:**

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

Please visit <WWW.STORYCOUNTYIOWA.GOV/92/BOARD-OF-SUPERVISORS>

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

2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. STATEMENT EXPLAINING WHY A MEETING IN PERSON IS IMPOSSIBLE OR IMPRACTICAL, PER CODE SECTION 21.8.1
5. ADOPTION OF AGENDA:
6. UPDATES ON COVID-19
  - a) Staff
  - b)Supervisors
7. PUBLIC COMMENT #1:

This comment period is for the public to address topics on today's agenda
8. DISCUSSION AND CONSIDERATION OF ITEMS BROUGHT BEFORE THE BOARD WITH REQUEST FOR IMMEDIATE ACTION:
9. CONSIDERATION OF MINUTES:
  - I. 9/1/20 Minutes

Department Submitting Auditor

10. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) new hire, effective 9/9/20, in Auditor's Office for Helen Benesh @ \$15.00/hr; Carla Eller @ \$15.00/hr; Michelle Hall @ \$15.00/hr; 2) pay adjustment, effective 9/13/20, in Animal Control for Anna Henderson @ \$21.01/hr; b) Environmental Health for Margaret Jaynes @ \$3,518.09/bw; c) Facilities Management for Robert Oborny @ \$25.77/hr; d) Secondary Roads for Mark Brakke @ \$31.54/hr; Jonathan Fry @ \$33.48/hr; e) Sheriff's Office for Maegan Camp @ \$1,946.40/bw; Dillon Combs @ \$2,988.95/bw; Dina Mckenna @ \$3,990.21/bw

Department Submitting HR

11. CONSENT AGENDA:

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

I. Consideration Of Contract With Manatt's, Inc. For Hickory Grove Park Road Resurfacing Project For \$206,367.12

Department Submitting Conservation

Documents:

[MANATT.PDF](#)

II. Consideration Of Increasing Medical Examiner Investigator Fees For Remaining Term Of The Professional Consultant Agreements For \$50.00/Investigation For The 3 Approved Investigators: Amy Fritz, Jessica Jessen, Mark Bethel

Department Submitting Auditor

Documents:

[ME PROF CONSULT AGREEMENTS.PDF](#)  
[MEDICAL EXAMINER.PDF](#)

III. Consideration Of Resolution #21-17, Setting A Date And Time For Public Hearing For September 15, 2020, For First Consideration Of Ordinance #289 Amending Certain Boundaries Of The Official Zoning Map Of Story County Iowa – B & L Properties, LLC, Rezoning

Department Submitting Planning and Development

Documents:

[RESOLUTION 21 17.PDF](#)

IV. Consideration Of Grant Agreement For HAVA CARES Dollars For \$36,400 For November 3, 2020 Federal Election

Department Submitting Auditor

Documents:

[HAVA.PDF](#)

V. Consideration Of Contract Award For The Heart Of Iowa Nature Trail (Slater Connector) Paving Project To Howrey Construction, Inc. For \$97,470.40

Department Submitting Conservation

Documents:

[HOINT SLATER BID AWARD.PDF](#)

VI. Consideration Of Road Closure Resolution(S): #21-23, 21-24

Department Submitting Engineer

Documents:

[RC 21 24.PDF](#)  
[RC 21 23.PDF](#)

VII. Consideration Of Utility Permit(S): #21-5193

Department Submitting Engineer

Documents:

[UTIL 21 5193.PDF](#)

12. ADDITIONAL ITEMS:

I. Consideration Of Resolution #21-19, Restrict The Carrying, Possession, Or Transportation Of Firearms Or Other Dangerous Weapons In The Story County Justice Center Pursuant To Iowa Code 724.28(4).

Department Submitting Sheriff

Documents:

[SECURITY RESOLUTION 9 2020.PDF](#)

II. Consideration Of Advertising For Storm Debris Site For \$846.75 - Leanne Harter

Department Submitting Board of Supervisors

Documents:

[DEBRIS SITE MEMO.PDF](#)

13. UPCOMING AGENDA ITEMS:

14. PUBLIC FORUM #2:

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

Do So In the Future.

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

16. 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.



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

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Memorandum

To: Story County Board of Supervisors

Through: Michael D. Cox, Director

From: Ryan M. Wiemold, Parks Superintendent

Date: September 8, 2020

Re: Consideration of Contract with Manatt's, Inc. for Hickory Grove Park Road Resurfacing Project for \$206,367.12.

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The attached contract with Manatt's, Inc. is for road resurfacing at Hickory Grove Park. Manatt's was the low responsive, responsible bidder out of two companies which submitted bids. The contracted amount is for \$206,367.12.

Story County Conservation Board recommends your approval.

\_\_\_\_\_  
Approval

\_\_\_\_\_  
Disapproval

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# CONTRACT

## STORY County -- 366-HMA Paving

### Project Number: SCCB-2020-01

THIS AGREEMENT made and entered by and between STORY County, Iowa, by its Board of Supervisors consisting of: Linda Murken (Chairperson), Lisa Heddens, Lauris Olson, Contracting Authority, and MANATT'S, INC. of, BROOKLYN, IA 52211-0535, Contractor.

WITNESSETH: That the contractor, for and in consideration of Two Hundred Six Thousand Three Hundred Sixty Seven Dollars and Twelve Cents (\$206,367.12) payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specification therefore, and in the locations designated in the notice to bidders, the various items of work as listed in the quantity and unit price tabulation

Said specifications and plans are hereby made a part of and the basis of this agreement, and a true copy of said plans and specifications are now on file in the office of the County Auditor under the date of 7/14/2020

That in consideration of the foregoing, the Contracting Authority hereby agrees to pay the Contractor, promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. SCCB-2020-01 in STORY County, Iowa, the within contract, the contractor's bond and the general and detailed plans are and constitute the basis of the contract between the parties hereto.

That it is further understood and agreed by the parties of this contract that the above work shall be commenced and completed on or before:

Work Days	Date Type	Date	Liquidated Damages Per Day
N/A	Completion Date	5/21/2021	\$1,000.00

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon the parties hereto.

It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine and render judgment as to any controversy arising hereunder.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the \_\_\_\_ Day of \_\_\_\_\_, 2020

STORY County Iowa, Contracting Authority

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairperson, Story County Conservation Board

\_\_\_\_\_  
Date

**MANATT'S, INC., Contractor**

Ashley Lint  
Signature

42-1377409  
Federal ID

# SCHEDULE OF PRICES -- CONTRACT

## STORY County, Iowa -- Project SCCB-2020-01

Type of work : 366-HMA Paving

	Item Number	Description	Units	Quantity	Unit Price	Total
1.	2102-0425071	SPECIAL BACKFILL	CY	118.4	\$63.00	\$7,459.20
2.	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	191.4	\$48.00	\$9,187.20
3.	2212-0475095	CLEANING AND PREPARATION OF BASE	MILE	0.6	\$2,800.00	\$1,680.00
4.	2212-5070310	PATCHES, FULL-DEPTH REPAIR	SY	472.2	\$60.00	\$28,332.00
5.	2212-5070330	PATCHES BY COUNT (REPAIR)	EACH	3	\$175.00	\$525.00
6.	2214-5145150	PAVEMENT SCARIFICATION	SY	17.3	\$51.50	\$890.95
7.	2303-1131500	HOT MIX ASPHALT STANDARD TRAFFIC, BASE COURSE, 1/2 IN. MIX	SY	1063.3	\$15.00	\$15,949.50
8.	2303-1132500	HOT MIX ASPHALT STANDARD TRAFFIC, INTERMEDIATE COURSE 1/2 IN. MIX	SY	8540.9	\$7.20	\$61,494.48
9.	2303-1133500	HOT MIX ASPHALT STANDARD TRAFFIC, SURFACE COURSE, 1/2 IN. MIX, NO SPECIAL FRICTION REQUIREMENT	SY	8540.9	\$7.20	\$61,494.48
10.	2417-1040015	CULVERT, CORRUGATED METAL ENTRANCE PIPE, 15 IN. DIA.	LF	40	\$87.00	\$3,480.00
11.	2510-6745850	REMOVAL OF PAVEMENT	SY	312.6	\$11.85	\$3,704.31
12.	2527-9263112	PAINTED PAVEMENT MARKINGS, HIGH-BUILD WATERBORNE	STA	5.00	\$600.00	\$3,000.00
13.	2528-8445110	TRAFFIC CONTROL	LS	1.00	\$1,200.00	\$1,200.00
14.	2528-8445113	FLAGGERS	EACH	6	\$495.00	\$2,970.00
15.	2533-4980005	MOBILIZATION	LS	1.00	\$5,000.00	\$5,000.00
<b>Contract Total</b>						<b>\$206,367.12</b>

STANDARD SPECIFICATIONS OF THE IDOT, SERIES 2015, AND CURRENT SUPPLEMENTAL SPECIFICATIONS SHALL APPLY.

The County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

# IOWADOT CONTRACTOR'S PERFORMANCE BOND

Bond Number: IAC591025

Contract I.D.:

County: Story

KNOW ALL PERSONS BY THESE PRESENTS: That we,

**Manatt's, Inc.**

of 1775 Old 6 Road, Brooklyn, IA 52211

(hereinafter called the Principal) and Merchants Bonding Company (Mutual)

of 6700 Westown Parkway, West Des Moines, IA 50266

(hereinafter called the Surety) are held and firmly bound unto the

Story County Board of Supervisors  
(Iowa DOT, County, or City name, etc.)

(hereinafter called the Contracting Authority) Iowa, in the sum of

two hundred six thousand three hundred sixty-seven and twelve hundredths dollars

( \$206,367.12 ),

lawful money of the United States, to the payment of which sum, well and truly to be made, we bind ourselves, our executors, administrators, successors, and assigns jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT whereas the above bounden Principal did enter into a written contract

with the Contracting Authority to perform

Project No.: SCCB-2020-01 366-HMA Paving, Story County

Copy of which contract, together with all of its terms, covenants, conditions, and stipulations, is incorporated herein and made a part hereof as fully and completely as if said contract were recited at length; and whereas, the principal and sureties on this bond hereby agree to pay all persons, firms, or corporations having contracts directly with the principal or with subcontractors, all just claims due them for labor performed or materials furnished, in the performance of the contract on account of which this bond is given, when the same are not satisfied out of the portion of the contract price which the public corporation is required to retain until completion of the public improvements, but the principal and sureties shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law.

Now, if the principal shall in all respects fulfill his said contract according to the terms and tenor thereof, and shall satisfy all claims and demands incurred for the same, and shall fully indemnify and save harmless the Contracting Authority from all costs and damages which it may suffer by reason of failure to do so and shall fully reimburse and repay the Contracting Authority all outlays and expense which it may incur in making good any such default, then the obligation is to be void and of no effect; otherwise to remain in full force and effect. Every surety on this bond shall be deemed and held, any contract to the contrary notwithstanding, to consent without notice:

1. To any extension of time to the contractor in which to perform the contract.
2. That the bond shall remain in full force and effect until the contract is completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage is being charged against the contractor.
3. To any change in the plans, specifications, or contract, when such change does not involve an increase of more than 20 percent of the total contract price, and shall then be released only as to such excess increase.
4. That no provision of this bond or of any other contract shall be valid which limits to less than five years from the completion of the contract the right to sue on this bond for defects in work quality or material not discovered or known to the Contracting Authority at the time such work is accepted.

This bond is to be considered a performance bond and secures the Contracting Authority the right to recover from the contractor on account of material or labor entered into the work or work performed not in accordance with the contract, specifications, or plans. The contractor does not by this obligation guarantee to maintain the work for five years.

# IOWA DOT

## CONTRACTOR'S PERFORMANCE BOND

Bond Number: IAC591025

Contract I.D.: \_\_\_\_\_

County: Story

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 25th day of August, 2020.

Manatt's, Inc  
By: Ashley Lint Principal  
Contract Adm. Title

Merchants Bonding Company (Mutual)  
By: John McKusker Surety  
John McKusker Attorney-in-Fact Title

Address: P.O. Box 14498, Des Moines, IA 50306-3498

By: \_\_\_\_\_ Principal  
\_\_\_\_\_ Title

By: \_\_\_\_\_ Surety  
\_\_\_\_\_ Title

Address: \_\_\_\_\_

By: \_\_\_\_\_ Principal  
\_\_\_\_\_ Title

By: \_\_\_\_\_ Surety  
\_\_\_\_\_ Title

Address: \_\_\_\_\_

**For contracts where a County Board of Supervisors is the Contracting Authority:**

This bond approved by the Board of Supervisors of \_\_\_\_\_ County,  
this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_  
Signature Title

**For contracts where neither the DOT nor a County Board of Supervisors is the Contracting Authority:**

This bond approved by the \_\_\_\_\_  
(Contracting Authority)  
this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_  
Signature Title

**DISCLOSURE STATEMENT FOR CONTRACTOR'S PERFORMANCE BONDS**

The information requested will be used by the Iowa Department of Transportation to determine if a contractor/vendor is bonded in accord with the requirements established by the contracting authority. This secures the DOT and/or the State of Iowa the right to recover from the contractor/vendor if material or labor entered into the work performed is not in accord with the contract, specifications, or plans. Persons outside the Department may occasionally request this information. Failure to provide all required information will result in denial of the award of the contract.

**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually,

**John McKusker**

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 25th day of August, 2020.

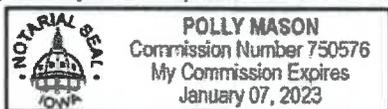


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this 25th day of August, 2020, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



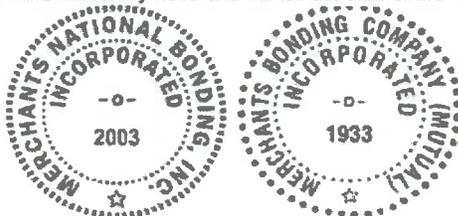
*Polly Mason*

Notary Public

(Expiration of notary's commission  
does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 25th day of August, 2020.



*William Warner Jr.*  
Secretary

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 Jessica Jesse as an independent contractor. Jessica Jesse 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 Jessica Jessen  
MAILING ADDRESS 2219 SW College Ave Ankeny, IA 50023  
BUSINESS PHONE NO. 515-975-5979 Email: JessicaJaneJessen@gmail.com

1. DESCRIPTION OF SERVICES: Medical Examiner Investigations/On Call
2. DATE (S): 1/1/2019 - 12/31/2020
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: \$150.00/per investigation plus in County mileage pd at current County rate.
6. SPECIAL CONDITIONS: Investigations conducted at the scene of an unattended death as outline in Iowa Code ch; 331.802 at the direction of the Story County Medical Examiner.

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 Jessica Jesse Date 12/16/18

Approved by [Signature] Date 1-2-19

W-9 completed yes

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 Amy Fritz as an independent contractor. Amy Fritz 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 Amy Fritz

MAILING ADDRESS 705 15th St Nevada IA 50201

BUSINESS PHONE NO. 515-290-1437 Email: afritz@mcfarlandclinic.com

1. DESCRIPTION OF SERVICES: Medical Examiner Investigations/On Call

2. DATE (S): 1/1/2019 - 12/31/2020

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: \$150.00/per investigation plus in County mileage pd at current County rate.

6. SPECIAL CONDITIONS: Investigations conducted at the scene of an unattended death as outline in Iowa Code ch; 331.802 at the direction of the Story County Medical Examiner.

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 12-10-18

Approved by [Signature] Date 1-2-19

W-9 completed [Signature]

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 MARK BETHEL as an independent contractor. MARK BETHEL 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 BETHEL  
MAILING ADDRESS 2507 COYOTE DRIVE, AMES, IOWA 50014  
BUSINESS PHONE NO. (515) 203-9915 EMail: MARK.BETHEL@IOPH.IOWA.GOV

1. DESCRIPTION OF SERVICES: Medical Examiner Investigations/On Call

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2. DATE (S): 4/28/20 - 12/31/2020
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: \$150.00/per investigation plus in County mileage pd at current County rate.
6. SPECIAL CONDITIONS: Investigations conducted at the scene of an unattended death as outline in Iowa Code ch; 331.802 at the direction of the Story County Medical Examiner.

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 04/21/2020  
Approved by [Signature] Date 4/28/2020  
W-9 completed ✓

## Michelle L. Bellile

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**From:** Linda S. Murken  
**Sent:** Thursday, September 3, 2020 12:06 PM  
**To:** Michelle L. Bellile  
**Subject:** FW: Fee increase request

Could you also attach this email to the board agenda for Tuesday?

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**From:** Amy Fritz <afritz@mcfarlandclinic.com>  
**Sent:** Monday, August 31, 2020 9:13 AM  
**To:** Linda S. Murken <LMurken@storycountyiowa.gov>  
**Cc:** Weydert, Jamie <jweydert@mcfarlandclinic.com>  
**Subject:** Fee increase request

[External Sender - Please Use Caution]

To the Story County Board of Supervisors

I am writing this as a request of a payment increase. I am requesting that my fee for death investigations be raised from \$150 to \$200 per investigation. For jurisdiction declined cases, I am requesting payment be raised from \$40 to \$60. This request is due to the change of the reporting system and my commitment of time invested into each investigation. I request this change be made immediately. If this requires an amendment to my contract with the county, I am more than happy to sign one.

Amy Fritz D-ABMDI  
Story County Medical Examiner's Office

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**Amy Fritz**

Histologic Technician | Pathology

McFarland Clinic | 1215 Duff Ave Ames IA 50010

t: (515)239-4492 | e: [afritz@mcfarlandclinic.com](mailto:afritz@mcfarlandclinic.com)

**Extraordinary Care, Every Day**



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CONFIDENTIALITY NOTICE:

**DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER**

Prepared By: Amelia Schoeneman, 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. 21-17**

**SETTING DATE AND TIME FOR PUBLIC HEARING FOR SEPTEMBER 15, 2020, FOR FIRST CONSIDERATION OF ORDINANCE NO. 289 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 PARCEL B IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10 OF LAFAYETTE TOWNSHIP (PARCEL 01-10-200-275) 11261 US HIGHWAY 69, STORY CITY, IOWA, UNDER THE OWNERSHIP OF B & L PROPERTIES, LLC, PO BOX 466, SLATER, IOWA, FROM THE FROM THE C-LI COMMERCIAL/LIGHT INDUSTRIAL DISTRICT WITH THE CONDITION THAT “THE USES SHALL BE LIMITED TO A WAREHOUSE FOR THE STORING AND DISTRIBUTION OF SEED, RESEARCH PLOTS WITH AN ASSOCIATED OFFICE BUILDING AND COMMERCIAL STORAGE” TO THE C-LI COMMERCIAL/LIGHT INDUSTRIAL DISTRICT, REMOVING THE USE RESTRICTION.**

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 September 2, 2020, 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. 289 on the 15<sup>th</sup> day of September, 2020, in the Public Meeting Room of the Story County Administration Building, 900 6<sup>th</sup> 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Chairperson, Board of Supervisors

Attest:

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

<u>ROLL CALL</u>	<u>Lauris Olson</u>	Yea___	Nay___	Absent___
<u>FOR ALLOWANCE</u>	<u>Lisa Heddens</u>	Yea___	Nay___	Absent___
	<u>Linda Murken</u>	Yea___	Nay___	Absent___

<u>ALLOWED BY VOTE</u>				
<u>OF BOARD</u>		Yea___	Nay___	Absent___

_____	Above tabulation made by _____
CHAIRPERSON	



# Iowa Secretary of State Vote Safe Iowa Initiative Grant Agreement



County Name:	Story
Contract Number:	385-11320-HAVACARES
Grant Award Amount:	\$36,400.00
CFDA No.:	90.404
County DUNS Number:	05-081-3112

- Parties:** This agreement is between Story County, Iowa (hereinafter referred to as the County) and the Iowa Secretary of State.
- Purpose:** Pursuant to the CARES Act and the Help America Vote Act, the Iowa Secretary of State’s Office has received funding via the Election Assistance Commission (hereinafter referred to as the “EAC”) “to prevent, prepare for, and respond to coronavirus, domestically or internationally, for the 2020 Federal election cycle.” The County has applied for and been awarded grant funds, not to exceed the amount set forth above, for the purpose of preventing, preparing for, and responding to coronavirus for the November 3, 2020 General Election.
- Grant Period:** The performance period for the grant-funded activities begins upon execution of this agreement by both parties. The County shall remit all unexpended funds by **November 30, 2020.**
- Project Activity and Reimbursement of Costs:** All expenditures must meet the guidelines laid out in the “Application Guidelines” document. The County may reimburse themselves for expenditures outlined in the “Application Guidelines” that occurred on or after January 20, 2020.
- Records:** The County shall maintain a proper accounting system in accordance with generally accepted accounting standards, including books, records, documents and other evidence pertaining to all costs and expenses for which funds are expended. The County shall maintain books, records and documents in sufficient detail to demonstrate compliance with the Agreement and shall maintain these materials for a period of (5) years from the date the County submits their final report to the Secretary of State or until January 1, 2026, whichever is later.

The County acknowledges that all funds received under this agreement are subject to audit and that access to records related to grant project expenditures shall be made available to the

Secretary of State, Auditors of State or their representatives, or representatives of the Federal Election Assistance Commission or the Comptroller General, for purposes of examination and/or audit of the project. The County will comply with requirements outlined in 2 CFR 200.

6. **Reporting Requirement:** The County shall provide a final expenditure report to the Secretary, on a form prescribed by the Secretary, no later than Friday, November 13, 2020 at 5:00 p.m.

7. **Compliance with Laws:** The County agrees that it will comply with all applicable Federal, State, and Local laws, regulations or directives in conducting project activities, and certifies that use of the grant funds will be consistent with the requirements of the following Federal laws:

HAVA – Title II, Part 2 and Title III [42 USC §§ 15421 – 15425, 15481 – 15485];  
The Voting Rights Act of 1965 [42 USC § 1973 et seq];  
The Voting Accessibility for the Elderly & Handicapped Act [42 USC § 1973 ee et seq];  
The Uniformed and Overseas Citizens Absentee Voting Act [42 USC § 1973 ff et seq];  
The National Voter Registration Act of 1993 [42 USC § 1973 gg et seq];  
The Americans with Disabilities Act of 1990 [42 USC § 12101 et seq]; and  
The Rehabilitation Act of 1973 [29 USC § 701 et seq].

8. **Default:** Noncompliance with the terms of this Agreement shall be grounds for cancellation of the grant award and recapture of funds provided to the County. The County agrees to return to the Iowa Secretary of State, within 45 days of written request from the Secretary, all funds received which are not supported upon audit or other Federal or State review of the documentation maintained by the County.

9. **Execution:** This agreement becomes effective when approved by both parties.

County of Story Date \_\_\_\_\_

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

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

\_\_\_\_\_  
Heidi Burhans  
Director of Elections  
Iowa Secretary of State Office

\_\_\_\_\_  
Date



**STORY COUNTY  
CONSERVATION**

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

Memorandum

To: Story County Board of Supervisors

Through: Michael D. Cox, Director

From: Patrick Shehan, Special Projects Ranger

Date: September 8, 2020

Re: Consideration of contract award for the Heart of Iowa Nature Trail (Slater Connector) paving project to Howrey Construction, Inc. for \$97,470.40.

Bids have been received for a Heart of Iowa Nature Trail (HOINT) paving project. This project includes paving of the HOINT between County Road R38 and 1st Avenue North in Slater. The bid tabulation follows:

Howrey Construction, Inc.....	\$97,470.40
Concrete Professionals.....	\$165,107.80
Absolute Concrete Construction, Inc.....	\$169,569.50
TK Concrete, Inc.....	\$175,925.00

The Engineers Opinion of Probable Construction Costs was \$131,080.00. The low bid was 25.6% below the Engineers Opinion of Probable Construction Costs. The low bid has been reviewed and verified.

Story County Conservation Board is recommending award of the construction contract to the low responsive, responsible bidder, Howrey Construction, Inc.

Approval

Disapproval

Date

Date

**STORY COUNTY CONSERVATION  
TRAIL LETTING**

Project Number	HEART OF IOWA NATURE TRAIL PAVING - SLATER CONNECTION	Engineers Estimate	HOWREY CONSTRUCTION, INC. ROCKWELL CITY, IA	ABSOLUTE CONCRETE. SLATER, IA	CONCRETE PROFESSIONALS ALTOONA, IA	TK CONCRETE, INC. PELLA, IA	Bid Bond		Bidder Identity Form		Bidder Status Form		No.
							YES	YES	YES	YES	YES	YES	
1	REMOVAL OF PCC TRAIL	\$720.00	\$7.50	\$450.00	\$2,490.00	\$1,209.00	\$15.00						
2	SPECIAL SUBGRADE PREPARATION FOR SHARED USE PATH	3046.00	\$15,230.00	\$5,787.40	\$9,899.50	\$6.00	\$15,230.00	\$2.50					
3	SHARED USE PATH PCC 6 IN	2,538.00	\$88,830.00	\$72,333.00	\$114,210.00	\$47.60	\$120,808.80	\$45.00					
4	SWPP PREPARATION	1.00	\$2,500.00	\$1,000.00	\$1,975.00	\$1,975.00	\$1,975.00	\$1,500.00					
5	SWPP MANAGEMENT	1.00	\$3,000.00	\$2,000.00	\$2,525.00	\$2,525.00	\$2,750.00	\$2,750.00					
6	SILT FENCE OF SILT FENCE DITCH CHECK	300.00	\$600.00	\$1,800.00	\$600.00	\$2.50	\$750.00	\$4.00					
7	FILTER SOCK 9 IN	300.00	\$1,200.00	\$1,500.00	\$1,500.00	\$5.00	\$750.00	\$5.00					
8	MOBILIZATION	1.00	\$15,000.00	\$6,000.00	\$22,000.00	\$14,700.00	\$25,000.00	\$1,500.00					
9	CONCRETE WASHOUT	1.00	\$2,000.00	\$900.00	\$1,000.00	\$1,000.00	\$1,250.00	\$1,250.00					
10	SHOULDERING AND BACKFILL	1.00	\$2,000.00	\$5,700.00	\$14,870.00	\$14,870.00	\$6,160.00	\$20,000.00					
		TOTAL =	\$131,080.00	\$97,470.40	\$169,569.50	\$165,107.80	TOTAL =	\$175,925.00					

Recommend Award To:

*Howrey Construction*

Recommend Approval By:

*[Signature]*  
Story County Conservation Director

Approved By:

*[Signature]*  
Chair Story County Conservation Board

Approved By:

Chair Story County Board of Supervisors

Closure No. 21-24

Date September 3, 2020

## Resolution

### BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of construction in section 21 Palestine Twp on

535th Ave is closed between E63(320th St) and Highway 210

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

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

ROLL CALL	Lauris Olson	Yea	___	Nay	___	Absent	___
FOR ALLOWANCE	Lisa Heddens	Yea	___	Nay	___	Absent	___
	Linda Murken	Yea	___	Nay	___	Absent	___

ALLOWED BY VOTE OF THE BOARD	Yea	___	Nay	___	Absent	___
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\_\_\_\_\_  
CHAIRPERSON

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

Closure No. 21-23

Date September 3, 2020

## Resolution

### BE IT RESOLVED

By the Board of Supervisors of Story County, Iowa, to approve the road Closure(s) for the purpose of construction in section 21 Indian Creek Twp on

645th Ave is closed between 322nd St and 305th St.

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

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

ROLL CALL	Lauris Olson	Yea	___	Nay	___	Absent	___
FOR ALLOWANCE	Lisa Heddens	Yea	___	Nay	___	Absent	___
	Linda Murken	Yea	___	Nay	___	Absent	___

ALLOWED BY VOTE OF THE BOARD	Yea	___	Nay	___	Absent	___
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\_\_\_\_\_  
CHAIRPERSON

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

1-09

Permit Number 21-5193

STORY COUNTY UTILITY PERMIT

Date 8-29-2021

To the Board of Supervisors, Story County, Iowa:

The Keith Cooper Service Company, incorporated under the laws of Iowa, with its principal place of business at 909 Brookridge Ave Ames, Iowa, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Sewer and water on secondary route E 57, from 1414 Gidding to NORTH SIDE OF E 57, a distance of .01 miles.

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

1. The Permittee will file a plat setting out the location of proposed line on the secondary route and that the description of the proposed installation including type, height, and spacing of poles, maximum voltage, lengths of cross arms, minimum clearance and number of wires, type, size and capacity of underground cables, conduits, tile lines, and pipe lines, maximum working pressures for pipe lines carrying gas or flammable petroleum products are described as follows:
2. The installation shall meet the requirements of county, state, and federal laws, franchise rules, and of the Iowa State Commerce Commission Regulations and Directives, Utilities Division, the Iowa State Department of Health, and any other laws or regulations applicable.
3. The Permittee shall be fully responsible for any future adjustments of its facilities within the established highway right-of-way caused by highway construction or maintenance operations.
4. Story County assumes no responsibility for damages to the Permittee's property occasioned by any construction or maintenance operations on said highways.
5. The Permittee shall take all reasonable precautions during the construction and maintenance of said installation to protect and safeguard the lives and property of the traveling public and adjacent property owners.
6. The Permittee, and its contractors, shall carry on the construction or repair of the accommodated utility with serious regard to the safety of the public. Traffic protection shall be in accordance with Part VI of the current Iowa Department of Transportation Manual on Uniform Control Devices for Streets and Highways.
7. The Permittee shall be responsible for any damage resulting to said highways because of the construction operation, or maintenance of said utility, and shall reimburse Story County for any expenditure the County may have to make on said highways because of said permittee's utility having been constructed, operated, and maintained thereon.
8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all

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

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

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

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

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

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

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

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

Date 8-29-2020

Keith Cooper + Son's Inc.  
Name of Company (Applicant - Permittee)

E. Hunt Cooper 515-290-3885  
by Phone no.

Recommended for Approval:

Date 8-31-20

[Signature] 515-382-7355  
County Engineer Phone no.

Approved:

Date \_\_\_\_\_

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

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

STORY COUNTY, IOWA  
RESOLUTION OF THE BOARD OF SUPERVISORS  
RESOLUTION #21-19

RESOLUTION TO RESTRICT THE CARRYING, POSSESSION, OR TRANSPORTATION OF FIREARMS OR OTHER DANGEROUS WEAPONS IN THE STORY COUNTY JUSTICE CENTER PURSUANT TO IOWA CODE 724.28(4).

BE IT RESOLVED by the Board of Supervisors of Story County, Iowa, that in order to provide security during certain court proceedings, it is necessary and advisable at certain times to restrict the carrying of firearms or other dangerous weapons in the Story County Justice Center.

WHEREAS the County is in full compliance with Iowa Code 724.28(4), which permits a political subdivision to restrict carrying, possession, and transportation of firearms or other dangerous weapons on county property, so long as adequate arrangements are made by the county to screen persons for firearms or other dangerous weapons AND the county provides armed security personnel inside the physical structure where the restriction is in effect.

WHEREAS the Story County Sheriff's Office has agreed to provide armed security, trained screeners, and screening devices. Screening includes a walk-through metal detector, handheld metal detectors and provisions for screening bags and other articles brought into the Justice Center.

WHEREAS this restriction may only be necessary during the pendency of certain court proceedings, where in the discretion of the sheriff or designee, it is both necessary and advisable to have a restriction in effect.

NOW, THEREFORE, BE IT RESOLVED that the County shall restrict the carrying, possession, or transportation of firearms and other dangerous weapons in the Story County Justice Center at any time the Sheriff or his designee, in their discretion, deems it necessary to restrict firearms and dangerous weapons in the Justice Center. When the restriction is in effect the Sheriff shall provide armed security and adequate screening of individuals entering the physical structure.

IT IS FURTHER RESOLVED that the Chairperson of the Board of Supervisors and the Clerk to the Board of Supervisors are authorized and they are hereby directed to certify a copy of this Resolution as the voluntary act and deed of the Board of Supervisors of Story County, Iowa.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2020

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

Attest:

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

ROLL CALL	Lauris Olson	Yea___	Nay___	Absent___
FOR ALLOWANCE	Lisa Heddens	Yea___	Nay___	Absent___
	Linda Murken	Yea___	Nay___	Absent___

ALLOWED BY VOTE  
OF BOARD                      Yea\_\_\_ Nay\_\_\_ Absent\_\_\_

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



County Outreach and Special Projects Manager  
Story County, Iowa  
Administration Building  
900 6<sup>th</sup> Street, Nevada, Iowa 50201

Ph. 515-382-7247 Email: [lharter@storycountyiowa.gov](mailto:lharter@storycountyiowa.gov)  
[www.storycountyiowa.gov](http://www.storycountyiowa.gov)

**TO:** Story County Board of Supervisors  
**FROM:** Leanne Lawrie Harter, AICP, CFM  
**RE:** Consideration of Advertising for Storm Debris Site  
**DATE:** September 3, 2020

Attached is a draft layout for an ad piece for the storm debris site to potentially run in *The Sun*. It would run in the Wednesday *Sun* for three weeks beginning Wednesday, September 16<sup>th</sup> through September 30<sup>th</sup>. It would be sized as a 2-col x 6" (3.22"w x 6"h). Gatehouse Media quoted a total cost at \$846.75.

If approved by the Board, this expense would fall under the Derecho line item.

In addition to the potential ads, additional outreach efforts have included:

- Press releases distributed
- Information sheet mailed to all township trustees
- Radio: KASI 9/2 and 9/4; KHOI 9/9 or 9/16 (date to be confirmed)
- Our Story newsletter (publishing in *The Sun* on 9/16)
- Social media posts (Facebook, Twitter, and Instagram)
  - Past Dates: 8/31, 8/30, 8/29, 8/28
  - Scheduled Dates: 9/4, 9/5, 9/7, 9/11, 9/12, 9/14
    - Staff scheduling visit to site next week to take a video to put together for social media posting on 9/11 and repeated again on 9/13

### ***Recommendation***

Staff recommends proceeding with the ad at the rate specified above.

I will be attending the Board meeting on September 8, 2020, and would be glad to address any questions you may have.

# Yard Waste Storm Debris Drop-Off Site

## Open

**Monday through Wednesday,  
12:00 pm - 4:00 pm**

*and*

**Saturdays, 8:00 am - 12:00 pm**

**Location: 60016 160th Street**

Located at the Southeast Corner of the Intersection of 600th Avenue and 160th Street (Entrance to the site is from 160th Street) The site is for organic storm debris only (trees-no root balls, brush, vegetation) for residents of unincorporated Story County. Vegetative debris in yard waste bags will not be accepted. It is self-haul, drop-off only.

Upon entry to the site, identification or other proof of residence in unincorporated Story County must be shown, and loads will be photographed and logged. Face coverings are recommended when social distancing practices cannot be followed.

Staff is not available to help unload debris, and residents are encouraged to tie down or cover loads to prevent debris from falling out during transport.

Use caution around the heavy equipment at the drop-off sites. PPE Recommended: Safety Glasses, Hi Viz Shirt, Gloves, Long pants, Closed Toed Shoes.

*The dumping of non-yard waste debris or any debris outside of the set hours by the public shall be considered illegal dumping and shall be punishable by law.*