

The Board of Supervisors met on 01/10/2023 at 10:01 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).

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

BID OPENING FOR THE RCB CULVERT NEW SINGLE BOX ON 640TH AVENUE OVER AN UNNAMED STREAM IN SECTION 9-82-22(L-IC9--73-85): Darren Moon, Engineer, and Tyler Sparks, Assistant Engineer, opened bids from the following: 1) Peterson Contractors Inc., Reinbeck, Iowa, bid bond included, total bid at \$95,197.50; 2) Progressive Structures, LLC., Elkader, Iowa, bid bond included, total bid at \$101,859.00; 3) Rognes Brothers Excavating, Inc., Lake Mills, Iowa, bid bond included, total bid at \$97,549.40. Sparks stated Petersen Contractors Inc. appears to be the low bidder; Moon and Sparks will return next week after reviewing numbers.

RCB CULVERT NEW SINGLE BOX OVER A SMALL STREAM IN THE SOUTHWEST QUARTER OF SECTION 23-82-21 (L-C23--73-85): Darren Moon, Engineer, and Tyler Sparks, Assistant Engineer, opened bids from the following: 1) Peterson Contractors Inc., Reinbeck, Iowa, bid bond included, total bid at \$90,773.75; 2) Progressive Structures, LLC., Elkader, Iowa, bid bond included, total bid at \$101,648.50 ; 3) Rognes Brothers Excavating, Inc., Lake Mills, Iowa, bid bond included, total bid at \$95,570.00. Sparks stated Peterson Contractors Inc. appears to be the low bidder; Moon and Sparks will return next week after reviewing numbers.

RCB CULVERT REPLACEMENT SINGLE BOX ON 150TH STREET OVER AN UNNAMED CREEK IN SECTION 36-85-21(L-LIN36--73-85): Darren Moon, Engineer, and Tyler Sparks, Assistant Engineer, opened bids from the following: 1) Peterson Contractors Inc., Reinbeck, Iowa, bid bond included, total bid at \$119,696.00 ; 2) Progressive Structures, LLC., Elkader, Iowa, bid bond included, total bid at \$134,907.00; 3) Rognes Brothers Excavating, Inc., Lake Mills, Iowa, bid bond included, total bid at \$125,234.30. Sparks stated Petersen Contractors Inc. appears to be the low bidder; Moon and Sparks will return next week after reviewing numbers.

BID OPENING FOR THE RCB CULVERT NEW TWIN BOX ON 578TH AVENUE OVER COON CREEK IN SECTION 32-82-23(L-U32--73-85): Darren Moon, Engineer, and Tyler Sparks, Assistant Engineer, opened bids from the following: 1) Peterson Contractors Inc., Reinbeck, Iowa, bid bond included, total bid at \$159,284.05 ; 2) Progressive Structures, LLC., Elkader, Iowa, bid bond included, total bid at \$178,150.90; 3) Rognes Brothers Excavating, Inc., Lake Mills, Iowa, bid bond included, total bid at \$205,735.50. Sparks stated Petersen Contractors Inc. appears to be the low bidder; Moon and Sparks will return next week after reviewing numbers.

MINUTES: Heddens moved, Murken seconded the approval of 12/20/22 Minutes, 12/20/22 Special Minutes, 12/27/22 Minutes, 1/3/23 Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) pay adjustment, effective 1/15/2023 a) Attorney's Office for Samantha Betz @ \$25.22/hour b) Secondary Roads for Chase C. Carlson @ \$23.52/hour, Kevin DeHaven @ \$31.28/hour. Murken moved, Heddens seconded the approval of the Personnel Actions as listed. Roll call vote. (MCU)

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

1. Final Pay Voucher for Rognes Brothers Excavating, Inc., for Box Culvert Replacement Project #L-U28--73-85
2. Contract for Highway Right-of-Way with Jonathan Sage and Nicole Sage for the purchase of permanent easement for \$2,525.00 (L-U32--73-85)
3. Final Pay Voucher for Peterson Contractors Inc., for Pipe Culvert Replacement Project #FM-C085(166) --55-85
4. Final Pay Voucher for Rognes Brothers Excavating, Inc., for Pipe Culvert Project #FM-C085(168) --55-85
5. Final Pay Voucher for Rognes Bros Excavating Inc., for Box Culvert Replacement Project #L-C085(LIN20S) --73-85
6. Final Pay Voucher for Rognes Bros Excavating Inc., for Pipe Culvert Replacement Project #FM-C085(167) --55-85
7. Final Pay Voucher for Rognes Brothers Excavating, Inc., for Box Culvert Project # L-LIN35--73-85
8. Final Pay Voucher for Rognes Brothers Excavating, Inc., for Bridge Replacement Project #L-LAF5--73-85
9. Amendment to Conservation Easement with the Office of the State Archeologist for a portion of lands to be transferred to the County from the US Army Corps of Engineers
10. Approved Central Iowa Regional Transportation Planning Alliance (CIRTPA) and State Recreational Trails (SRT) grant agreement with the Iowa Department of Transportation
11. Notice of Award with Tallgrass Land Stewardship Co. for the Soper's Mill Water Trail Access Improvements Project for \$146,432.00 and authorization for the Conservation Director to sign the contract
12. Service Agreement between the Gilbert Community School District and the Story County Sheriff, for law enforcement services at the winter formal, effective 1/14/23, for a minimum of two hours for \$65.00 an hour
13. Supplemental Agreement for Additional Services Contract with Snyder & Associates for design services for paving the Heart of Iowa Nature Trail between the South Skunk River Bridge and 610th Avenue (Phase 3a) in conjunction with 610th Avenue and 620th Avenue (Phase 3b)
14. Approving the appointment of Valerie Bohlen to the Aging Resources of Central Iowa Advisory Council for a three-year term
15. Appointment of Lisa Verville as a Medical Examiner Investigator, including professional consultant services, for a two-year term ending 12/31/24
16. Resolution #23-56 Approving County Support and Match for \$120,000.00 for the Community Attraction and Tourism (CAT) Grant in regards to the Bertha Bartlett Public Library Expansion Project in the City of Story City
17. Utility Permits: #23-6730, #23-6733
18. Road Closure Resolution: #23-30

Roll call vote. (MCU)

THIRD CONSIDERATION OF ORDINANCE NO. 308, AMENDING CHAPTER 85 – GENERAL PROVISIONS AND DEFINITIONS AND CHAPTER 86 – DISTRICT REQUIREMENTS, OF THE STORY COUNTY LAND DEVELOPMENT REGULATIONS, OF THE STORY COUNTY CODE OF ORDINANCES FOR ACCESSORY DWELLING UNITS (ADUs): Amelia Schoeneman, Planning and Development Director, reported on edits. Faisal request some flexibility with the 200-foot requirement. Discussion took place. Schoeneman response: the closest wall of the accessory dwelling unit shall not be further than 200 feet from the existing single-family dwelling unless a greater distance is necessary to avoid either the location of the existing wastewater treatment system and laterals and required setbacks therefrom, or impact to critical natural resource areas, as mapped by the Cornerstone to Capstone Future Land Use Map or Ames Urban Fringe Plan Land Use Framework Map. In these instances, it shall be as sited as close as possible to the existing single-family dwelling while avoiding impacts to these areas. Additional discussion took place.

Faisal opened the public hearing at 10:22 a.m. Liesel Danielson, Ames, is opposed. Becky Christiansen, Ames, is opposed. Kim Christiansen, Washington Township, is opposed. Hearing no further comments, Faisal closed the public hearing at 10:29 a.m. Murken moved, Heddens seconded the approval of Ordinance No. 308, Amending Chapter 85, General Provisions and Definitions, and Chapter 86, District Requirements, of the Story County Code of Ordinances – Land Development Regulations to allow accessory dwelling units in the A-1, A-R, R-1 and R-2 zoning districts, on third consideration with the Story County Planning and Development Director’s addition language. Roll call vote. (MCU) **RESOLUTION #23-49, AMENDING THE VETERANS BENEFITS MANUAL IN ACCORDANCE WITH §22.04 OF THE STORY COUNTY, IOWA, CODE OF ORDINANCES:** Veterans Affairs Director Brett McLain reported on the benefits manual, income guidelines and using the Federal poverty income guidelines. Faisal opened the public hearing at 10:40 a.m., and, hearing none, she closed the public hearing at 10:40 a.m. Heddens moved, Murken seconded the approval of Resolution #23-49, Amending the Veterans Benefits Manual in accordance with §22.04 of the Story County, Iowa, Code of Ordinances. Roll call vote. (MCU)

ENGINEER’S QUARTERLY REPORT: Engineer Darren Moon reported on maintenance projects and provided construction project updates. A relatively mild winter has allowed for the completion of additional maintenance projects. Delays in replacement parts have delayed equipment maintenance. Moon reported on the FY23 proposed budget, upcoming projects, state and federal legislation, federal bridge inspections, and cost increases. Drainage district projects are ongoing.

PLANNING AND DEVELOPMENT QUARTERLY REPORT: Director Amelia Schoeneman reported on a new Alliant Energy substation between the cities of Roland and McCallsburg, accessory dwelling units, pipeline requirements, ongoing work on the Ames Urban Fringe Plan, and Code compliance. Permitting for solar continues to be highly requested. Murken requested permitting data from surrounding counties.

DISCUSSION OF DRAFT OF THE MANURE CROSSING POLICY: Darren Moon, Engineer reported on the draft for a manure crossing policy and permitting process. **The purpose of this policy is to provide a guideline for response to requests to cross Story County roads with hoses or pipelines for the application of liquid manure from livestock facilities.** Moon reported on the damage to both gravel and paved roads from the weight of transportation. Applicant would be responsible for payment and maintenance of the pipe, and culvert. Murken stated concerns about impact to waterways and potential spills and leaks. Discussion continued about environmental concerns. Moon stated he would contact other counties and contractors to gather additional information.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: All Board members reported on multiple upcoming meetings
Heddens moved, Murken seconded to adjourn at 11:45 p.m. Roll call vote. (MCU)

Story County Board of Supervisors
Meeting Agenda
Administration Building
900 6th St., Nevada, IA
1/10/23

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:

Please click this URL to join.

[HTTPS://US02WEB.ZOOM.US/J/89020467327?
PWD=SNNXWfVJN1HYTXVDB3Z3RUPLB2TVQT09](https://us02web.zoom.us/j/89020467327?pwd=SNNXWfVJN1HYTXVDB3Z3RUPLB2TVQT09)

Passcode: 018323

Description: Weekly Board Meeting

Or One tap mobile:

+16469313860,,89020467327#,,,,*018323# US

+19292056099,,89020467327#,,,,*018323# US (New York)

Or join by phone:

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

US: +1 646 931 3860 or +1 929 205 6099 or +1 301 715 8592 or +1 309 205 3325 or
+1 312 626 6799 or +1 719 359 4580 or +1 253 215 8782 or +1 346 248 7799 or +1 386
347 5053 or +1 564 217 2000 or +1 669 444 9171 or +1 669 900 6833

Webinar ID: 890 2046 7327

Passcode: 018323

International numbers available:

[HTTPS://US02WEB.ZOOM.US/U/KQDBHTWZL](https://us02web.zoom.us/j/89020467327?pwd=SNNXWfVJN1HYTXVDB3Z3RUPLB2TVQT09)

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. Bid Opening For The RCB Culvert New - Single Box On 640th Ave. Over Unnamed Stream, Section 9-82-22(L-IC9--73-85) And RCB Culvert New - Single Box Over Small Stream, In The SW 1/4 Of Section 23-82-21(L-C23--73-85) And RCB Culvert Replacement - Single Box On 150th St. Over Unnamed Creek, Section 36-85-21(L-LIN36--73-85)

Department Submitting Engineer
8. Bid Opening For The RCB Culvert New-Twin Box On 578th Ave Over Coon Creek, Section 32-82-23(L-U32--73-85)

Department Submitting Engineer

9. CONSIDERATION OF MINUTES:

- I. 12/20/22 Minutes, 12/20/22 Special Minutes, 12/27/22 Minutes, And 1/3/23 Minutes

Department Submitting Auditor

10. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

- 1) Pay adjustment, effective 1/15/2023 a) Attorney's Office Samantha Betz @ \$25.22/hr b) Secondary Roads Chase C. Carlson @ \$23.52/hr, Kevin DeHaven @ \$31.28/hr

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 For Final Pay Voucher For Rognes Bros. Excavating Inc., For Box Culvert Replacement Project #L-U28--73-85

Department Submitting Engineer

Documents:

FPV ROGNES CULVERT U28.PDF

- II. Consideration Of Contract For Highway Right Of Way With Jonathan Sage And Nicole Sage For The Purchase Of The Permanent Easement For \$2,525.00(L-U32--73-85)

Department Submitting Engineer

Documents:

ROW SAGE.PDF

- III. Consideration Of Final Pay Voucher For Peterson Contractors Inc., For Pipe Culvert Replacement Project #FM-C085(166)--55-85

Department Submitting Engineer

Documents:

FPV PCI CULVERT.PDF

- IV. Consideration Of Final Pay Voucher For Rognes Bros Excavating Inc., For Pipe Culvert Project #FM-C085(168)--55-85

Department Submitting Engineer

Documents:

FPV ROGNES CULVERT 168.PDF

- V. Consideration Of Final Pay Voucher For Rognes Bros Excavating Inc., For Box Culvert Replacement Project #L-C085(LIN20S)-73-85

Department Submitting Engineer

Documents:

FPV ROGNES CULVERT LIN20S.PDF

- VI. Consideration Of Final Pay Voucher For Rognes Bros Excavating Inc., For Pipe Culvert Replacement Project #FM-C085(167)-55-85

Department Submitting Engineer

Documents:

FPV ROGNES CULVERT 167.PDF

- VII. Consideration Of Final Pay Voucher For Rognes Bros. Excavating Inc., For Box Culvert Project # L-LIN35-73-85

Department Submitting Engineer

Documents:

FPV ROGNES CULVERT LIN35.PDF

- VIII. Consideration Of Final Pay Voucher For Rognes Bros. Excavating Inc., For Bridge Replacement Project #L-LAF5-73-85

Department Submitting Engineer

Documents:

FPV ROGNES BRIDGE LAF5.PDF

- IX. Consideration Of First Amendment To Conservation Easement With The Office Of The State Archeologist For A Portion Of Lands To Be Transferred To The County From The U.S. Army Corps Of Engineers

Department Submitting Conservation

Documents:

USACE EASEMENT.PDF

- X. Consideration Of Approved CIRTPA And SRT Grant Agreement With The Iowa Department Of Transportation

Department Submitting Conservation

Documents:

CIRTPA AND SRT GRANT AGREEMENT.PDF

- XI. Consideration Of Notice Of Award With Tallgrass Land Stewardship Co. For The Soper's Mill Water Trail Access Improvements Project For \$146,432.00 And Authorization For The Conservation Director To Sign The Contract

Department Submitting Conservation

Documents:

SOPERS MILL NOTICE OF AWARD.PDF

- XII. Consideration Of Service Agreement Between Gilbert Community School District And Story County Effective 1/14/2023 For A Minimum Of 2 Hours For \$65.00/Hour

Department Submitting Sheriff

Documents:

GILBERT HS WINTER FORMAL SECURITY CONTRACT.PDF

- XIII. Consideration Of Supplemental Agreement For Additional Services Contract With Snyder & Associates For Design Services For Paving The Heart Of Iowa Nature Trail Between The South Skunk River Bridge And 610th Avenue (Phase 3a) In Conjunction With 610th Avenue And 620th Avenue (Phase 3b)

Department Submitting Conservation

Documents:

SNYDER AGREEMENT.PDF

- XIV. Consideration Of Approving Valerie Bohlen To A Three Year Term On The Aging Resources Of Central Iowa Advisory Council

Department Submitting Board of Supervisors

Documents:

BOHLEN LETTER.PDF

- XV. Consideration Of Appointment OF Medical Examiner Investigators Including Professional Consultant Services Agreement For Lisa Verville For A 2-Year Term Ending 12/31/24

Department Submitting Board of Supervisors

Documents:

VERVILLE.PDF

- XVI. Consideration Of Resolution #23-56 Approving County Support And Match In The Amount Of \$120,000 For The Community Attraction And Tourism (CAT) Grant In Regards To The Bertha Bartlett Public Library Expansion Project In The City Of Story City

Department Submitting Board of Supervisors

Documents:

RESBERTHABARTLETT.PDF

- XVII. Consideration Of Utility Permit(S): #23-6730, 23-6733 consent

Department Submitting Engineer

Documents:

UT 23 6730.PDF
UT 23 6733.PDF

- XVIII. Consideration Of Road Closure Resolution(S): #23-30 consent

Department Submitting Engineer

Documents:

RC 23 30.PDF

12. PUBLIC HEARING ITEMS:

- I. Third Consideration Of Ordinance #308, Amending Chapter 85 – General Provisions And Definitions And Chapter 86 – District Requirements, Of The Story County Land Development Regulations, Of The Story County Code Of Ordinances For Accessory Dwelling Units – Amelia Schoeneman

Department Submitting Planning and Development

Documents:

MEMORANDUM THIRD CONSIDERATION.PDF
ORDINANCE NO 308.PDF

- II. Consideration Of Resolution #23-49, Amending The Veterans Benefits Manual In Accordance With Section 22.04 Of The Story County, Iowa Code Of Ordinance - Brett McLain

Department Submitting Veterans Affairs

Documents:

RES2349.PDF

13. ADDITIONAL ITEMS:

14. DEPARTMENTAL REPORTS:

I. Engineer Quarterly Report - Darren Moon

Department Submitting Auditor

Documents:

QUARTERLY REPORT 1-10-2023.PDF

II. Planning & Development Quarterly Report - Amelia Schoeneman

Department Submitting Auditor

Documents:

PD QTR.PDF

15. OTHER REPORTS:

I. Discussion Of Draft Manure Crossing Policy - Darren Moon

Department Submitting Engineer

Documents:

SPILL PLAN DRAFT.PDF

PERMIT.PDF

SC MANURE HOSE POLICY.PDF

16. UPCOMING AGENDA ITEMS:

17. 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.

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

19. ADJOURNMENT:

Story County strives to ensure that its programs and activities do not discriminate on the basis of race, color, national origin, sex, age or disability. Persons requiring assistance, auxiliary aids or services, or accommodation because of a disability may contact the county's ADA coordinator at (515) 382-7204.

Story County Board of Supervisors
Agenda
1/10/23

NAME

AGENCY

DHIREN MOON
Tyler Sparks
Brett McInw
Becky Christiansen
Sondra
Leanne Hupst
Kim Christiansen
Greg Pivlapp
Amelia Schwenemann
Liesel Danielson
Phil Iasevoli

ENG
ENG'S OFFICE
Veterans Affairs
BOS
BOS
Ames Chamber
P+D

Story County Secondary Road Letting
Projects: L-C23--73-85, L-IC9--73-85, and L-LIN36--73-85

Project Number L-C23--73-85 - 720TH AVE. RCB CULVERT				Engineer Estimate				BOOMERANG CORP., ANAMOSA, IA		JB HOLLAND CONSTRUCTION DECORAH, IA		JENCO CONSTRUCTION INC. DES MOINES, IA		MIDWEST CONTRACTING, LLC. MARSHALL, MN	
No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	CLEARING AND GRUBBING	0.3	ACRE	\$3,500.00	\$1,050.00										
2	EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED	55	CY	\$30.00	\$1,650.00										
3	EXCAVATION CLASS 10, ROADWAY AND BORROW	143	CY	\$20.00	\$2,860.00										
4	LOCATING TILE LINES	1	STA	\$250.00	\$250.00										
5	EXCAVATION CLASS 10, CHANNEL	23	CY	\$200.00	\$4,600.00										
6	GRANULAR MATERIAL	40	TON	\$50.00	\$2,000.00										
7	REMOVAL OF EXISTING BRIDGE	1	LS	\$7,500.00	\$7,500.00										
8	EXCAVATION CLASS 20	69	CY	\$20.00	\$1,380.00										
9	PRECAST CONCRETE BOX CULVERT, 12 FT. X 4 FT.	40	LF	\$1,950.00	\$78,000.00										
10	PRECAST CONCRETE BOX CULVERT STRAIGHT END SECTION, 12 FT. X 4 FT.	2	EACH	\$12,000.00	\$24,000.00										
11	INTAKE STANDPIPE, AS PER PLAN	1	EACH	\$12,000.00	\$12,000.00										
12	SUBDRAIN, TILE, 8 IN. DIA.	54	LF	\$65.00	\$3,510.00										
13	SUBDRAIN, TILE, 10 IN. DIA.	26	LF	\$75.00	\$1,950.00										
14	ENGINEERING FABRIC	68.5	SY	\$4.50	\$308.25										
15	REVIEWMENT CLASS E	39	TON	\$76.00	\$2,928.00										
16	SAFETY CLOSURE	4	EACH	\$175.00	\$700.00										
17	TRAFFIC CONTROL	1	LS	\$3,500.00	\$3,500.00										
18	MOBILIZATION	1	LS	\$12,000.00	\$12,000.00										
19	REVIEWMENT, REMOVE, STOCKPILE, AND DISPOSE	14	CY	\$100.00	\$1,400.00										
				Subtotal =	\$122,193.25	Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =	

Project Number L-IC9--73-85 - 840TH AVE. RCB CULVERT				Engineer Estimate				BOOMERANG CORP., ANAMOSA, IA		JB HOLLAND CONSTRUCTION DECORAH, IA		JENCO CONSTRUCTION INC. DES MOINES, IA		MIDWEST CONTRACTING, LLC. MARSHALL, MN	
No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	CLEARING AND GRUBBING	0.2	ACRE	\$7,300.00	\$1,460.00										
2	EXCAVATION CLASS 10, ROADWAY AND BORROW	188	CY	\$25.00	\$4,700.00										
3	GRANULAR MATERIAL	57	TON	\$50.00	\$2,850.00										
4	REMOVAL OF EXISTING BRIDGE	1	LS	\$7,000.00	\$7,000.00										
5	EXCAVATION CLASS 20	146	CY	\$25.00	\$3,650.00										
6	EXCAVATION CLASS 20	38	LF	\$48,600.00	\$1,846,800.00										
7	PRECAST CONCRETE BOX CULVERT, 12 FT. X 5 FT.	2	EACH	\$15,000.00	\$30,000.00										
8	PRECAST CONCRETE BOX CULVERT STRAIGHT END SECTION, 12 FT. X 5 FT.	2	EACH	\$15,000.00	\$30,000.00										
9	SUBDRAIN, TILE, 10 IN. DIA.	50	LF	\$75.00	\$3,750.00										
10	ENGINEERING FABRIC	43.6	SY	\$4.50	\$196.20										
11	REVIEWMENT CLASS E	4	TON	\$175.00	\$700.00										
12	SAFETY CLOSURE	4	EACH	\$175.00	\$700.00										
13	TRAFFIC CONTROL	1	LS	\$3,500.00	\$3,500.00										
14	MOBILIZATION	1	LS	\$10,000.00	\$10,000.00										
				Subtotal =	\$119,791.20	Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =	

Project Number L-LIN36--73-85 - 150TH ST. RCB CULVERT				Engineer Estimate				BOOMERANG CORP., ANAMOSA, IA		JB HOLLAND CONSTRUCTION DECORAH, IA		JENCO CONSTRUCTION INC. DES MOINES, IA		MIDWEST CONTRACTING, LLC. MARSHALL, MN	
No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	CLEARING AND GRUBBING	0.4	ACRE	\$4,000.00	\$1,600.00										
2	EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED	83.1	CY	\$25.00	\$2,077.50										
3	EXCAVATION CLASS 10, ROADWAY AND BORROW	344	CY	\$13.00	\$4,472.00										
4	EXCAVATION CLASS 10, CHANNEL	54	CY	\$25.00	\$1,350.00										
5	GRANULAR MATERIAL	56	TON	\$50.00	\$2,800.00										
6	REMOVAL OF EXISTING BRIDGE	1	LS	\$8,500.00	\$8,500.00										
7	EXCAVATION CLASS 20	425	CY	\$20.00	\$8,500.00										
8	PRECAST CONCRETE BOX CULVERT, 8 FT. X 8 FT.	2	EACH	\$95,000.00	\$190,000.00										
9	PRECAST CONCRETE BOX CULVERT STRAIGHT END SECTION, 8 FT. X 8 FT.	2	EACH	\$21,000.00	\$42,000.00										
10	ENGINEERING FABRIC	88.5	SY	\$5.50	\$486.75										
11	REVIEWMENT CLASS E	48.5	TON	\$85.00	\$4,122.50										
12	REVIEWMENT CLASS E	44.3	CY	\$85.00	\$3,765.75										
13	SAFETY CLOSURE	4	EACH	\$175.00	\$700.00										
14	TRAFFIC CONTROL	1	LS	\$2,500.00	\$2,500.00										
15	MOBILIZATION	1	LS	\$7,500.00	\$7,500.00										
				Subtotal =	\$135,738.25	Subtotal =		Subtotal =		Subtotal =		Subtotal =		Subtotal =	

Total = \$377,712.70 **Total =** **Total =** **Total =** **Total =**

Story County Secondary Road Letting
 Projects: L-C23--73-85, L-1C9--73-85, and L-LIN36--73-85

157 Peterson
 D.W. Weller
 x104111

Project Number L-C23-73-85 - 720TH AVE. RCB Culvert				Engineers Estimate				PETERSON CONTRACTORS INC. REINBECK, IA		PROGRESSIVE STRUCTURES LUXEMBURG, IA		ROGINES BROS. EXCAVATING, INC. LAKE MILLS, IA	
No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	CLEARING AND GRUBBING	0.3	ACRE	\$3,500.00	\$1,050.00								
2	EMBANKMENT-IN-PLACE CONTRACTOR FURNISHED	55	CY	\$30.00	\$1,650.00								
3	EXCAVATION CLASS 10 ROADWAY AND BORROW	143	CY	\$20.00	\$2,860.00								
4	LOCATING TILE LINES	1	STA	\$250.00	\$250.00								
5	EXCAVATION CLASS 10 CHANNEL	23	CY	\$20.00	\$460.00								
6	GRANULAR MATERIAL	40	TON	\$50.00	\$2,000.00								
7	REMOVAL OF EXISTING BRIDGE	1	LF	\$7,500.00	\$7,500.00								
8	EXCAVATION CLASS 20	69	CY	\$30.00	\$2,070.00								
9	PRECAST CONCRETE BOX CULVERT, 12 FT. X 4 FT.	40	LF	\$1,350.00	\$54,000.00								
10	PRECAST CONCRETE BOX CULVERT STRAIGHT END SECTION, 12 FT. X 4 FT.	2	EACH	\$12,000.00	\$24,000.00								
11	INTAKE, STANDPIPE, AS PER PLAN	1	EACH	\$12,000.00	\$12,000.00								
12	SUBDRAIN TILE, 8 IN. DIA.	54	LF	\$95.00	\$5,130.00								
13	SUBDRAIN TILE, 10 IN. DIA.	26	LF	\$75.00	\$1,950.00								
14	ENGINEERING FABRIC	68.5	SY	\$4.50	\$308.25								
15	REVEITEMENT CLASS E	39	TON	\$75.00	\$2,925.00								
16	SAFETY CLOSURE	4	EACH	\$175.00	\$700.00								
17	TRAFFIC CONTROL	1	LS	\$3,500.00	\$3,500.00								
18	MOBILIZATION	1	LS	\$12,000.00	\$12,000.00								
19	REVEITEMENT REMOVE STOCKPILE AND DISPOSE	14	CY	\$100.00	\$1,400.00								
Subtotal =					\$122,193.25								

Project Number L-1C9-73-85 - 640TH AVE. RCB Culvert				Engineers Estimate				PETERSON CONTRACTORS INC. REINBECK, IA		PROGRESSIVE STRUCTURES LUXEMBURG, IA		ROGINES BROS. EXCAVATING, INC. LAKE MILLS, IA	
No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	CLEARING AND GRUBBING	0.2	ACRE	\$7,300.00	\$1,460.00								
2	EXCAVATION CLASS 10 ROADWAY AND BORROW	188	CY	\$25.00	\$4,700.00								
3	GRANULAR MATERIAL	57	TON	\$50.00	\$2,850.00								
4	REMOVAL OF EXISTING BRIDGE	1	LF	\$7,000.00	\$7,000.00								
5	EXCAVATION CLASS 20	146	CY	\$25.00	\$3,650.00								
6	PRECAST CONCRETE BOX CULVERT, 12 FT. X 5 FT.	36	LF	\$1,350.00	\$48,600.00								
7	PRECAST CONCRETE BOX CULVERT STRAIGHT END SECTION, 12 FT. X 5 FT.	2	EACH	\$15,000.00	\$30,000.00								
8	SUBDRAIN TILE, 10 IN. DIA.	50	LF	\$75.00	\$3,750.00								
9	SUBDRAIN TILE, 8 IN. DIA.	3	EACH	\$750.00	\$2,250.00								
10	ENGINEERING FABRIC	43.6	SY	\$4.50	\$196.20								
11	REVEITEMENT CLASS E	15	TON	\$115.00	\$1,725.00								
12	SAFETY CLOSURE	4	EACH	\$175.00	\$700.00								
13	TRAFFIC CONTROL	1	LS	\$3,500.00	\$3,500.00								
14	MOBILIZATION	1	LS	\$10,000.00	\$10,000.00								
Subtotal =					\$119,781.20								

Project Number L-LIN36-73-85 - 150TH ST. RCB Culvert				Engineers Estimate				PETERSON CONTRACTORS INC. REINBECK, IA		PROGRESSIVE STRUCTURES LUXEMBURG, IA		ROGINES BROS. EXCAVATING, INC. LAKE MILLS, IA	
No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	CLEARING AND GRUBBING	0.4	ACRE	\$4,000.00	\$1,600.00								
2	EMBANKMENT-IN-PLACE CONTRACTOR FURNISHED	93.1	CY	\$22.75	\$2,127.50								
3	EXCAVATION CLASS 10 ROADWAY AND BORROW	344	CY	\$13.00	\$4,472.00								
4	EXCAVATION CLASS 10 CHANNEL	54	TON	\$25.00	\$1,350.00								
5	GRANULAR MATERIAL	90	TON	\$60.00	\$5,400.00								
6	REMOVAL OF EXISTING BRIDGE	426	CS	\$20.00	\$8,520.00								
7	EXCAVATION CLASS 20	32	LF	\$890.00	\$28,480.00								
8	PRECAST CONCRETE BOX CULVERT, 8 FT. X 6 FT.	52	EACH	\$21,000.00	\$10,920,000.00								
9	PRECAST CONCRETE BOX CULVERT STRAIGHT END SECTION, 8 FT. X 6 FT.	2	EACH	\$486.75	\$973.50								
10	ENGINEERING FABRIC	49.5	TON	\$55.00	\$2,722.50								
11	REVEITEMENT CLASS E	44.3	CY	\$85.00	\$3,766.50								
12	REVEITEMENT REMOVE AND REPLACE	4	EACH	\$175.00	\$700.00								
13	SAFETY CLOSURE	1	LS	\$2,500.00	\$2,500.00								
14	TRAFFIC CONTROL	1	LS	\$7,500.00	\$7,500.00								
15	MOBILIZATION	1	LS	\$135,738.25	\$135,738.25								
Subtotal =					\$135,738.25								

Total = \$377,712.70 Total = \$377,712.70 Total = \$377,712.70 Total = \$377,712.70

Story County Secondary Road Letting
Project: L-U32--73-85

Marken Heister

Person bid x return

Project Number L-U32--73-85, 578th Ave. Culvert Replacement		Engineers Estimate		BOOMERANG CORP., ANAMOSA, IA		JB HOLLAND CONSTRUCTION DECORAH, IA		JENCO CONSTRUCTION INC. DES MOINES, IA	
No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	CLEARING AND GRUBBING	0.4	ACRE	\$3,500.00	\$1,400.00				
2	EMBANKMENT-IN-PLACE	135.4	CY	\$18.00	\$2,437.20				
3	EXCAVATION, CLASS 10, ROADWAY AND BORROW	402.2	CY	\$13.00	\$5,228.60				
4	EXCAVATION, CLASS 10, CHANNEL	115.5	CY	\$25.00	\$2,887.50				
5	GRANULAR MATERIAL	70.1	TON	\$45.00	\$3,154.50				
6	REMOVAL OF EXISTING BRIDGE	1.0	LS	\$7,500.00	\$7,500.00				
7	EXCAVATION, CLASS 20	350.0	CY	\$20.00	\$7,000.00				
8	EXCAVATION, CLASS 20	42.0	LF	\$1,850.00	\$77,700.00				
9	PRECAST CONCRETE BOX CULVERT, TWIN 10 FT. x 6 FT.	1.0	EACH	\$21,000.00	\$21,000.00				
10	PRECAST CONCRETE BOX CULVERT STRAIGHT END SECTION, TWIN 10 FT. x 6 FT.	1.0	EACH	\$23,000.00	\$23,000.00				
11	ENGINEERING FABRIC	180.3	SY	\$5.00	\$901.50				
12	REVEITEMENT, CLASS E	98.3	TON	\$60.00	\$5,898.00				
13	SAFETY CLOSURE	4.0	EACH	\$175.00	\$700.00				
14	TRAFFIC CONTROL	1.0	LS	\$3,000.00	\$3,000.00				
15	MOBILIZATION	1.0	LS	\$8,000.00	\$8,000.00				
				TOTAL =	\$169,807.30	TOTAL =		TOTAL =	

Project Number L-U32--73-85, 578th Ave. Culvert Replacement		MIDWEST CONTRACTING, LLC. MARSHALL, MN		PETERSON CONTRACTORS INC. REINBECK, IA		PROGRESSIVE STRUCTURES LUXEMBURG, IA		ROGUES BROS. EXCAVATING, INC. LAKE MILLS, IA	
No.	Item	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	CLEARING AND GRUBBING	0.4	ACRE						
2	EMBANKMENT-IN-PLACE	135.4	CY						
3	EXCAVATION, CLASS 10, ROADWAY AND BORROW	402.2	CY						
4	EXCAVATION, CLASS 10, CHANNEL	115.5	CY						
5	GRANULAR MATERIAL	70.1	TON						
6	REMOVAL OF EXISTING BRIDGE	1.0	LS						
7	EXCAVATION, CLASS 20	350.0	CY						
8	EXCAVATION, CLASS 20	42.0	LF						
9	PRECAST CONCRETE BOX CULVERT, TWIN 10 FT. x 6 FT.	1.0	EACH						
10	PRECAST CONCRETE BOX FLARED APRON.	1.0	EACH						
11	ENGINEERING FABRIC	180.3	SY						
12	REVEITEMENT, CLASS E	98.3	TON						
13	SAFETY CLOSURE	4.0	EACH						
14	TRAFFIC CONTROL	1.0	LS						
15	MOBILIZATION	1.0	LS						
				TOTAL =		TOTAL =		TOTAL =	

199,284.05

199,284.05

199,284.05

199,284.05

Project No. L-128-73-85 - BONDING
 Contractor: ROGUES BROS. EXCAVATING, INC.
 Type of Work: Box Culverts
 Letting Date: 2/15/2022
 Location: 580th Ave.: 590th Ave.: Over Small Stream, NW 1/4 S28 T82N R23W

Story County Road Department
 CONTRACT CONSTRUCTION PROGRESS VOUCHER
 Voucher #: 2 - FINAL
 Date Last Voucher: 8/8/2022
 Date This Voucher: 12/13/2022

To Date: 7
 Last Voucher: 45
 Authorized: 45
 Project Start Date: 7/25/2022
 Project End Date: 8/02/2022

REF	ITEM	DESCRIPTION	UNIT	PRICE	UNIT	CONTRACT QTY.	CONTRACT AMOUNT	TOTAL THIS CLAIM QTY.	TOTAL THIS CLAIM AMOUNT	PREVIOUSLY ALLOWED QTY.	PREVIOUSLY ALLOWED AMOUNT	TOTAL ALLOWED QTY.	TOTAL ALLOWED AMOUNT
1	2101-0850001	CLEARING AND GRUBBING	ACRE	\$2,500.000		0.400	\$1,000.000	0.000	\$0.00	0.400	\$1,000.00	0.400	\$1,000.00
2	2102-2625001	EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED	CY	\$30.000		130.000	\$3,900.000	0.000	\$0.00	130.000	\$3,900.00	130.000	\$3,900.00
3	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	\$13.000		413.000	\$5,369.000	0.000	\$0.00	413.000	\$5,369.00	413.000	\$5,369.00
4	2104-2710020	EXCAVATION, CLASS 10, CHANNEL	CY	\$13.000		44.800	\$582.400	0.000	\$0.00	44.800	\$582.40	44.800	\$582.40
5	2110-3825010	GRANULAR MATERIAL	TON	\$34.000		43.000	\$1,462.000	0.000	\$0.00	74.400	\$2,528.60	74.400	\$2,528.60
6	2401-6745650	REMOVAL OF EXISTING STRUCTURES	LS	\$7,000.000		1.000	\$7,000.000	0.000	\$0.00	1.000	\$7,000.00	1.000	\$7,000.00
7	2402-2720000	EXCAVATION, CLASS 20	CY	\$13.000		141.000	\$1,833.000	0.000	\$0.00	141.000	\$1,833.00	141.000	\$1,833.00
8	2415-2111008	PRECAST CONCRETE BOX CULVERT, 10 FT. X 8 FT.	LF	\$1,125.000		40.000	\$45,000.000	0.000	\$0.00	40.000	\$45,000.00	40.000	\$45,000.00
9	2415-2201008	PRECAST CONCRETE BOX CULVERT STRAIGHT END SECTION, 10 FT. X 8 FT.	EACH	\$17,250.000		2.000	\$34,500.000	0.000	\$0.00	2.000	\$34,500.00	2.000	\$34,500.00
10	2502-8212112	SUBDRAIN, PLASTIC PIPE, 12 IN.	LF	\$28.000		40.000	\$1,120.000	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
11	2502-8221305	SUBDRAIN OUTLET, DR-305	EACH	\$200.000		1.000	\$200.000	0.000	\$0.00	0.000	\$0.00	0.000	\$0.00
12	2507-3250005	ENGINEERING FABRIC	SY	\$4.000		90.200	\$360.800	0.000	\$0.00	75.900	\$303.60	75.900	\$303.60
13	2507-6800061	REVEMENT, CLASS E	TON	\$65.000		44.500	\$2,892.500	0.000	\$0.00	44.000	\$2,860.00	44.000	\$2,860.00
14	2528-2518000	SAFETY CLOSURE	EACH	\$75.000		4.000	\$300.000	0.000	\$0.00	4.000	\$300.00	4.000	\$300.00
15	2528-8445110	TRAFFIC CONTROL	LS	\$1,600.000		1.000	\$1,600.000	0.000	\$0.00	1.000	\$1,600.00	1.000	\$1,600.00
16	2533-4980005	MOBILIZATION	LS	\$3,500.000		1.000	\$3,500.000	0.000	\$0.00	1.000	\$3,500.00	1.000	\$3,500.00
Subtotal											\$110,277.60		\$110,277.60
Less 0.0% retention											\$0.00		\$0.00
Less Previously Paid													(\$106,969.27)
Amount due this statement:													\$3,308.33

Contractor / ROGUES BROS. EXCAVATING, INC.
 Date: 12/22/22

Story County Engineer: Darren Moon
 Date: 1-3-23

Story County Board of Supervisors
 Date: 1-10-23

Prepared by: Darren R. Moon, Story County Engineer's Office, 837 N Ave., Nevada, IA 50201 515-382-7355

CONTRACT FOR HIGHWAY RIGHT OF WAY

PARCEL No: 14-32-200-300
 PROJECT No: L-U32-73-85
 ROAD No: (578th AVE.)

THIS AGREEMENT made and entered into this 30th day of December, A.D. 2022 by and between

JONATHAN SAGE AND NICOLE SAGE

Seller, and the Story County Secondary Roads Department, acting for the County of Story, Buyer.

1.a SELLER AGREES to sell and Buyer agrees to buy the following real estate, hereinafter referred to as the premises, situated in parts of the following (1/4 1/4 Sec./Twp./Rge.):

The East 43.50 feet of the North 150.00 feet of the South 170.02 feet in the SW¼, NE¼ of Section 32, Township 82 North, Range 23 West of the 5th P.M., Story County, Iowa. Easement contains 0.15 acres of which 0.00 acres is existing R.O.W.

County of Story, State of Iowa, and more particularly described on Page 3 and which include the following buildings, improvements and other property:

See attached graphical representation

1.b SELLER ALSO GRANTS to Buyer a temporary easement as shown on the Temporary Easement Plot attached as Page 4, and as shown on the project plans for said highway improvement. Said temporary easement shall terminate upon completion of this highway project.

1.c The premises also include all estates, rights, title and interests, including all easements, and all advertising devices and the rights to erect such devices as are located thereon. SELLER CONSENTS to any change of grade of the highway and accepts payment under this contract for any and all damages arising therefrom. SELLER ACKNOWLEDGES full settlement and payment from the Buyer for all claims per the terms of this contract and discharges the Buyer from liability because of this contract and the construction of this public improvement project.

2. Possession of the premises is the essence of this contract and Buyer may enter and assume full use and enjoyment of the premises per the terms of this contract. Buyer may take immediate possession of premises upon the execution of the contract by both Seller and Buyer.

3. Buyer agrees to pay and SELLER AGREES to grant the right of possession, convey title, and to surrender physical possession of the premises as shown:

	Payment Amount	Agreed Performance
\$	<u>2,525.00</u>	on right of possession
\$		on conveyance of title
\$		on surrender of possession
\$		on possession and conveyance
\$	<u>2,525.00</u>	TOTAL LUMP SUM

BREAKDOWN:	ac.=acres	sq.ft.=square feet			
Land by Fee Title		ac./sq.ft.	\$	Buildings & Improvements	\$
Underlying Fee Title		ac./sq.ft.	\$	Fence ___ rods woven	\$
Permanent Easement	<u>0.15</u>	ac./sq.ft.	\$ <u>1,312.50</u>	Fence ___ rods barb	\$
Temporary Easement	<u>0.05</u>	ac./sq.ft.	\$ <u>262.50</u>		
Damages for:		Trees = \$925.00			\$
		Future Abstract Entry in the amount of	\$ <u>25.00</u>		

4. The Seller is responsible for any and all matters relating to any tenant on the land and hereby releases the Buyer from all tenant liabilities.

SELLER'S SIGNATURE AND CLAIMANT'S CERTIFICATION: Upon due approval and execution by the Buyer, we the undersigned claimants certify the total lump sum payment shown herein is just and unpaid.

X [Signature]
X [Signature]

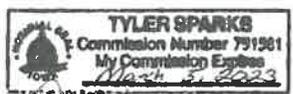
- 5. Each page and each attachment is by this reference made part hereof and the entire agreement consists of 4 pages.
- 6. In the event that said premises is burdened by the lien of a mortgage, judgement or other encumbrance, Sellers agree to fully cooperate with Buyer in securing a release of such lien from said premises, and if necessary and proper, Sellers agree that any part of the sum owing to them under this contract may be paid to the holder of such lien for such release.
- 7. Buyer agrees that any drain tile that is located within the premises and is damaged by highway construction shall be repaired at no expense to Seller. Where Buyer specifically agrees to construct and maintain fence, the fence shall be constructed and maintained for vehicle access control purposes only at no expense to the Seller. Buyer shall have the right of entry upon Sellers remaining property along the right of way line, if necessary, for the purpose of connecting said drain tile and constructing and maintaining said fence. Seller may pasture against said fence at his own risk. Buyer will not be liable for fencing private property of maintaining the same to restrain livestock.
- 8. If the Seller holds title to the premises in joint tenancy with full rights of survivorship and not as tenants in common at the time of this contract, Buyer will pay any remaining proceeds to the survivor of that joint tenancy and will accept title solely from that survivor, provided the joint tenancy has not been destroyed by operation of law or acts of the Seller.
- 9. These premises are being acquired for public purposes and this transfer is exempt from the requirements for the filing of a Declaration of Value by the Code of Iowa.
- 10. Seller states and warrants that, to the best of Seller's knowledge, there are no burial site, well, solid waste disposal site, hazardous substance, nor underground storage tank on the premises described and sought herein except,
- 11. This Written contract constitutes the entire agreement between Buyer and Seller and there is no agreement to do or not to do any act or deed except as specifically provided for herein.

Additional Right of Way Agreements:

SELLER'S ACKNOWLEDGMENT
STATE OF IOWA: ss On this 30th day of December, 20 22, before me, the undersigned, personally appeared Jonathan Sage and Nicole Sage

Known to me to be the identical persons named in and who executed the foregoing instrument and acknowledged that they executed the same as their voluntary act and deed.

[Signature]
Notary Public in and for the State of IOWA



BUYER'S APPROVAL
[Signature] 1-3-23

Recommended by: Darren Moon P.E., Story County Engineer (Date)

[Signature] 1-10-23
Approved by: Chairperson, Story County Board of Supervisors (Date)

"Exhibit A"

STORY COUNTY SECONDARY ROADS EASEMENT ACQUISITION

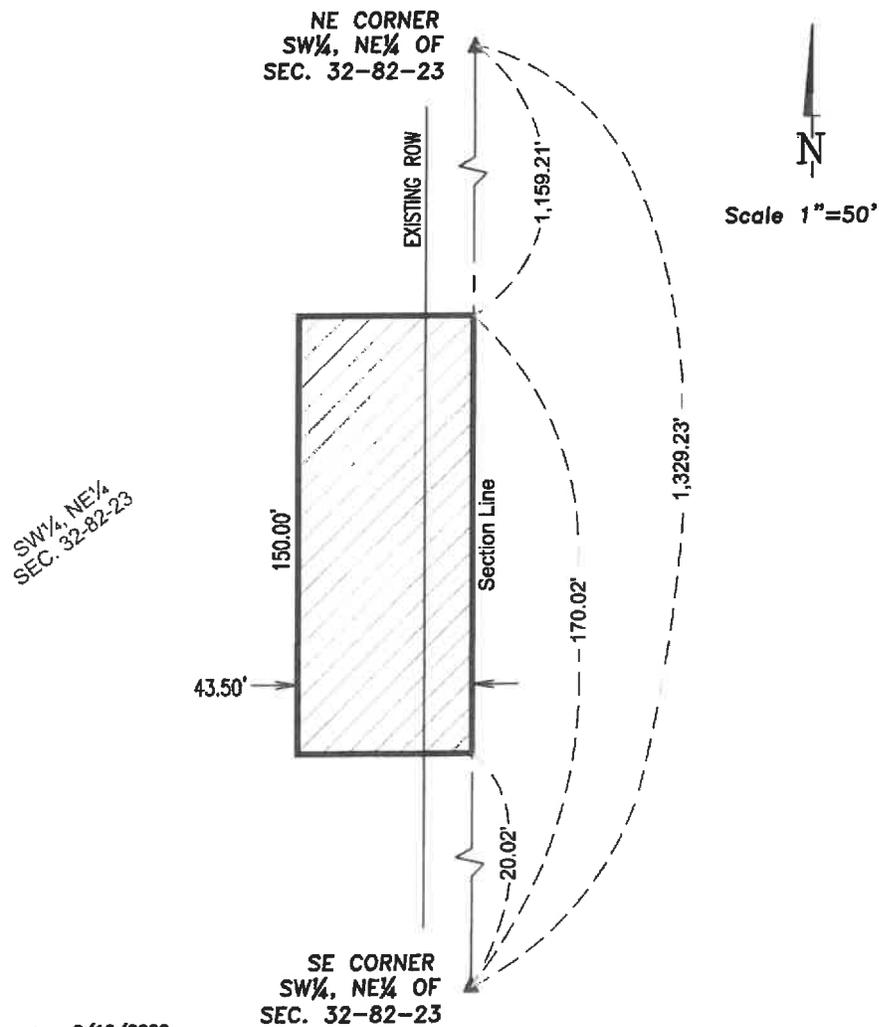
PROJECT NO. L-U32--73-85 PARCEL NO. 14-32-200-300

SECTION 32, TOWNSHIP 82N, RANGE 23W, OF THE 5TH P.M., STORY COUNTY, IOWA.

ACQUIRED FROM JONATHAN SAGE AND NICOLE SAGE

EXISTING R.O.W. 0.00 ACRES NEW R.O.W. 0.15 ACRES TOTAL R.O.W. 0.15 ACRES

The East 43.50 feet of the North 150.00 feet of the South 170.02 feet in the SW $\frac{1}{4}$, NE $\frac{1}{4}$ of Section 32, Township 82 North, Range 23 West of the 5th P.M., Story County, Iowa. Easement contains 0.15 acres of which 0.00 acres is existing R.O.W.



DATE DRAWN 6/10/2022

Contract 038311

Voucher No. 5



Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

FM-C085 (166) --55-85
 Pipe Culverts
 STORY COUNTY ENGINEER

DATE LAST VOUCHER 11-16-22

MO. DAY YR.

THIS VOUCHER

MO. DAY YR.

ITEM NO.	DAYS WORKED		RET. %	CONTRACTOR NO.	35350	PETERSON CONTRACTORS INC	REINBECK, IA	RURAL PARTICIPATING			URBAN PARTICIPATING		
	LAST VOUCH.	AUTH.						QUANTITY AWARDED	QUANTITY AUTHORIZED	MEASURE	FCT.	Compl. Last Voucher	TOTAL TO DATE
0100	116.500	31.0	3.000	116.500	Sq Yard	410	Compl. Last Voucher	TOTAL TO DATE	000	109500	000	000	
0110	76.400	76.400	76.400	76.400	Ton	410	Compl. Last Voucher	TOTAL TO DATE	000	70300	000	000	
0120	4.000	4.000	4.000	4.000	Each	401	Compl. Last Voucher	TOTAL TO DATE	000	4000	000	000	
0130	3600.000	3600.000	3600.000	3600.000	Lump Sum	401	Compl. Last Voucher	TOTAL TO DATE	000	3600000	000	000	
0140	14500.000	14500.000	14500.000	14500.000	Lump Sum	401	Compl. Last Voucher	TOTAL TO DATE	000	14500000	000	000	
0150	14.000	14.000	14.000	14.000	Cubic Yd	441	Compl. Last Voucher	TOTAL TO DATE	000	14000	000	000	
8001	344.000	344.000	344.000	344.000	Cubic Yd	441	Compl. Last Voucher	TOTAL TO DATE	000	344000	000	000	
8999	1.000	1.000	1.000	1.000	Lump Sum	401	Compl. Last Voucher	TOTAL TO DATE	000	000	000	000	

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

SIGNATURES REQUIRED ON LINES 1 & 2 FOR PROGRESS PAYMENT AND LINES 1-3 FOR FINAL PAYMENT AS APPLICABLE.

1. DATE PROJECT ENGINEER CERTIFICATION

2. DATE CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL

3. DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL

Project records reviewed.
 Project approved for payment.
 Project records not reviewed. Recommend payment based on the project engineers certification.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)
 cordell q. peterson the president

PETERSON CONTRACTORS INC.

(contractor) certify that the work

items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

DATE 12/6/22 SIGNED CLAIMANT (CONTRACTOR)

Contract 038431

Voucher No. 2



Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

DATE LAST VOUCHER 10-06-22
 MO. DAY YR.

THIS VOUCHER 12-1-22
 MO. DAY YR.

FM-C085 (168) --55-85
 Pipe Culverts
 STORY COUNTY ENGINEER

ITEM NO.	DAYS WORKED		QUANTITY AWARDED	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.	RURAL PARTICIPATING	RURAL NON-PARTICIPATING	URBAN PARTICIPATING	URBAN NON-PARTICIPATING
	LAST VOUCH.	AUTH.								
60	0.0	40.0	3.000	Contractor No. 38850					ROGNES BROS EXCAVATING INC	LAKE MILLS, IA
0190		0.300	0.300	CLEAR+GRUBS	Acres	410	000	300	000	000
0200		193.400	193.400	EXCAVATION, CL 10, RDWY+BORROW	Cubic Yd	410	000	193400	000	000
0210		32.800	32.800	EXCAVATION, CL 10, CHANNEL	Cubic Yd	410	000	32800	000	000
0220		76.000	76.000	TOPSOIL, STRIP, SALVAGE+SPREAD	Cubic Yd	410	000	76000	000	000
0230		38.000	38.000	GRANULAR MAT'L	Ton	410	000	50770	000	000
0240		5750.000	5750.000	RMVL OF EXIST STRUCT	Lump Sum	430	000	5750000	000	000
0250		80.600	80.600	EXCAVATION, CL 20	Cubic Yd	430	000	80600	000	000
0260		39.200	39.200	EXCAVATION, CL 20, RDWY PIPE CULV	Cubic Yd	430	000	39200	000	000
0270		40.000	40.000	PRECAST CONC BOX CULV, 10'X5'	Ltnr Ft	420	000	40000	000	000

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)
 I, Jeremy Poyes the President (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

1. DATE 1-3-23 PROJECT ENGINEER CERTIFICATION
 2. DATE 10-28 CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL
 3. DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL
 Project records reviewed.
 Project approved for payment.

Project records not reviewed. Recommend payment based on the project engineers certification.
 CERTIFICATION FOR HOURS AND LABOR APPLIES ONLY TO FEDERAL PARTICIPATING PROJECT.

Contract 038431

Voucher No. 2



Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

FM-C085(168) --55-85
Pipe Culverts
STORY COUNTY ENGINEER

DATE LAST VOUCHER 10-06-22
MO. DAY YR.

THIS VOUCHER MO. DAY YR.

ITEM NO.	QUANTITY AWARDED	AUTH.	QUANTITY AUTHORIZED	UNIT OF MEASURE	FCT.	RURAL PARTICIPATING			RURAL NON-PARTICIPATING			URBAN PARTICIPATING			URBAN NON-PARTICIPATING			
						Comp'l. Last Voucher TO DATE	TOTAL	000	Comp'l. Last Voucher TO DATE	TOTAL	000	Comp'l. Last Voucher TO DATE	TOTAL	000	Comp'l. Last Voucher TO DATE	TOTAL	000	
0280	2.000		2.000	Each	420				2000									000
PRECAST CONC BOX CULV ST END SEC, 10'X 5'																		
0290	60.000		60.000	Linnr Ft	418				72000									000
SUBDRAIN, TILE, 24"																		
0300	1.000		1.000	Each	418				1000									000
SUBDRAIN OUTLET, DR-305																		
0310	120.600		120.600	Sq Yard	410				123300									000
ENGINEER FABRIC																		
0320	68.400		68.400	Ton	410				82220									000
REVTMENT, CLASS E																		
0330	4.000		4.000	Each	401				4000									000
SAFETY CLOSURE																		
0340	1500.000		1500.000	Lump Sum	401				1500000									000
TRAFFIC CONTROL																		
0350	3000.000		3000.000	Lump Sum	401				3000000									000
MOBILIZATION																		
0360	91.100		91.100	Cubic Yd	441				106600									000
('CUBIC YARDS' ITEM)																		

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)
I, Jeremy Rognes the President (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

1. DATE PROJECT ENGINEER CERTIFICATION _____

2. DATE CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL _____
 DOT is not involved in this Farm to Market project.

3. DATE DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL _____
 Project records reviewed. Project records not reviewed. Recommend payment based on the project engineer's certification.
 Project approved for payment.

SIGNED CLAIMANT (CONTRACTOR) _____
 DATE 12/21/22

CERTIFICATION FOR HOURS AND LABOR APPLIES ONLY TO FEDERAL PARTICIPATING PROJECT.

Project No. L-C085(LIN205)-73-85 - BONDING
 Contractor ROGNES BROS. EXCAVATING, INC.
 Type of Work Box Culverts
 Letting Date 2/15/2022
 Location 6907H AVE. On 6907H AVE, Over No name stream, SW 1/4 S20 T85 R21

Story County Road Department
 CONTRACT CONSTRUCTION PROGRESS VOUCHER
 Voucher: 2 - FINAL
 Date Last Voucher: 8/4/2022
 Date This Voucher: 8/23/2022

To Date: 6
 Last Voucher: 15
 Authorized: 7/18/2022
 Project Start Date: 7/25/2022
 Project End Date:

REF	ITEM	DESCRIPTION	UNIT	PRICE	UNIT	QTY.	CONTRACT AMOUNT	TOTAL THIS CLAIM	PREVIOUSLY ALLOWED	TOTAL ALLOWED
1	2101-0850001	CL EARING AND GRUBBING	ACRE	\$3,500.000		0.300	\$1,050.000	\$0.00	\$1,050.00	\$1,050.00
2	2102-2625001	EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED	CY	\$30.000		104.200	\$3,126.000	\$0.00	\$3,126.00	\$3,126.00
3	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	CY	\$13.000		47.700	\$620.100	\$0.00	\$620.10	\$620.10
4	2104-2710020	EXCAVATION, CLASS 10, CHANNEL	CY	\$13.000		45.000	\$585.000	\$0.00	\$585.00	\$585.00
5	2110-3825010	GRANULAR MATERIAL	TON	\$40.000		47.000	\$1,880.000	\$0.00	\$1,580.00	\$1,580.00
6	2401-6745650	REMOVAL OF EXISTING STRUCTURES	LS	\$6,800.000		1.000	\$6,800.000	\$0.00	\$6,800.00	\$6,800.00
7	2402-2720000	EXCAVATION, CLASS 20	CY	\$13.000		104.000	\$1,352.000	\$0.00	\$1,352.00	\$1,352.00
8	2415-2100000	PRECAST CONCRETE BOX CULVERT, 14 FT. X 4 FT.	LF	\$1,300.000		48.000	\$62,400.000	\$0.00	\$62,400.00	\$62,400.00
9	2415-2200000	PRECAST CONCRETE BOX CULVERT STRAIGHT END SECTION, 14 FT. X 4 FT.	EACH	\$10,000.000		2.000	\$20,000.000	\$0.00	\$20,000.00	\$20,000.00
10	2502-8212118	SUBDRAIN, PLASTIC PIPE, 18 IN.	LF	\$75.000		50.000	\$3,750.000	\$0.00	\$0.00	\$0.00
11	2507-3250005	ENGINEERING FABRIC	SY	\$4.000		76.200	\$304.800	\$0.00	\$293.20	\$293.20
12	2507-6800061	REYEMENT, CLASS E	TON	\$67.000		41.000	\$2,747.000	\$0.00	\$2,820.70	\$2,820.70
13	2528-2518000	SAFETY CLOSURE	EACH	\$75.000		4.000	\$300.000	\$0.00	\$500.00	\$500.00
14	2528-8445110	TRAFFIC CONTROL	LS	\$1,500.000		1.000	\$1,500.000	\$0.00	\$1,500.00	\$1,500.00
15	2533-4980005	MOBILIZATION	LS	\$5,000.000		1.000	\$5,000.000	\$0.00	\$5,000.00	\$5,000.00
							Subtotal	\$111,414.90	\$0.00	\$107,427.00
							Less 0.0% retention			\$0.00
							Less Previously Paid			(\$104,204.19)
							Amount due this statement:			\$3,222.81

Contractor: ROGNES BROS. EXCAVATING, INC.
 Date: 12/22/22

Story County Engineer: Darren Moon
 Date: 1-3-23
 Story County Board of Supervisors
 Date: 1-10-23

Contract 038430

Voucher No. 4



Iowa Department of Transportation
CONTRACT CONSTRUCTION PROGRESS VOUCHER

FM-C085 (167) --55-85
 Pipe Culverts
 STORY COUNTY ENGINEER

DATE LAST VOUCHER 11-16-22
 MO. DAY YR.

THIS VOUCHER 12-1-22
 MO. DAY YR.

ITEM NO.	DAYS WORKED		RET. %	CONTRACTOR NO.	38850	ROGNES BROS EXCAVATING INC	LAKE MILLS, IA	RURAL PARTICIPATING		RURAL NON-PARTICIPATING		URBAN PARTICIPATING		URBAN NON-PARTICIPATING	
	LAST VOUCH.	AUTH.						QUANTITY AWARDED	QUANTITY AUTHORIZED	MEASURE	FCT.	000	300	000	000
0010	0.00	40.0	3.000	0.300	Acres	410	000	300	000	000	000	000	000	000	000
0020	93.400	93.400	93.400	93.400	Cubic Yd	410	000	93400	000	000	000	000	000	000	000
0030	34.500	34.500	34.500	34.500	Cubic Yd	410	000	34500	000	000	000	000	000	000	000
0040	26.600	26.600	26.600	26.600	Cubic Yd	410	000	26600	000	000	000	000	000	000	000
0050	26.000	26.000	26.000	26.000	Ton	410	000	24730	000	000	000	000	000	000	000
0060	5750.000	5750.000	5750.000	5750.000	Lump Sum	430	000	5750000	000	000	000	000	000	000	000
0070	57.300	57.300	57.300	57.300	Cubic Yd	430	000	57300	000	000	000	000	000	000	000
0080	34.000	34.000	34.000	34.000	Litr Ft	420	000	34000	000	000	000	000	000	000	000
0090	2.000	2.000	2.000	2.000	Each	420	000	2000	000	000	000	000	000	000	000

I certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

CLAIMANT'S CERTIFICATION (Required for Final Payment Only)
 I, Jeremy Rognes the President
 of Rognes Bros. (contractor) certify that the work items shown herein are just and unpaid, and that the requirements of the Iowa Department of Transportation specifications for this project, including all requirements as to maximum hours of labor and minimum wages have been complied with.

1. DATE 1-3-23 PROJECT ENGINEER CERTIFICATION
 Signature: [Signature]

2. DATE 11-0-23 CHAIRMAN OF BOARD OF SUPERVISORS APPROVAL
 Signature: [Signature]

3. DATE _____ DISTRICT CONSTRUCTION/LOCAL SYSTEMS ENGINEER OR OFFICE DIRECTOR APPROVAL
 Signature: _____

Project records reviewed.
 Project approved for payment.
 based on the project engineers certification.

Project records not reviewed. Recommend payment
 based on the project engineers certification.

CERTIFICATION FOR HOURS AND LABOR APPLIES ONLY TO FEDERAL PARTICIPATING PROJECT.

Project No. L-LAF5--73-85 - BONDING
 Contractor ROGNES BROS. EXCAVATING, INC.
 Type of Work Bridges
 Letting Date 2/15/2022
 Location 510th Ave.: On 510th Ave., Over small stream, on NW 1/4 S5 T85 R24

Story County County Road Department
 CONTRACT CONSTRUCTION PROGRESS VOUCHER
 Voucher: 3 Final
 Date Last Voucher: 11/14/2022
 Date This Voucher: 12/13/2022

To Date: 4
 Last Voucher: 4.00
 Authorized: 45
 Project Start Date: 10/10/2022
 Project End Date: 10/13/2022

REF	ITEM	DESCRIPTION	UNIT PRICE	UNIT	QTY.	CONTRACT AMOUNT	TOTAL THIS CLAIM QTY.	AMOUNT	PREVIOUSLY ALLOWED QTY.	AMOUNT	TOTAL ALLOWED QTY.	AMOUNT
1	2101-0850001	CLEARING AND GRUBBING	\$2,500.000	ACRE	0.300	\$750.000	0.000	\$0.00	0.300	\$750.00	0.300	\$750.00
2	2102-2625001	EMBANKMENT-IN-PLACE, CONTRACTOR FURNISHED	\$30.000	CY	24.100	\$723.000	0.000	\$0.00	24.100	\$723.00	24.100	\$723.00
3	2102-2710070	EXCAVATION, CLASS 10, ROADWAY AND BORROW	\$13.000	CY	98.500	\$1,280.500	0.000	\$0.00	98.500	\$1,280.50	98.500	\$1,280.50
4	2104-2710020	EXCAVATION, CLASS 10, CHANNEL	\$13.000	CY	46.400	\$603.200	0.000	\$0.00	46.400	\$603.20	46.400	\$603.20
5	2110-3825010	GRANULAR MATERIAL	\$34.000	TON	30.000	\$1,020.000	0.000	\$0.00	32.100	\$1,091.40	32.100	\$1,091.40
6	2401-6746650	REMOVAL OF EXISTING STRUCTURES	\$5,000.000	LS	1.000	\$5,000.000	0.000	\$0.00	1.000	\$5,000.00	1.000	\$5,000.00
7	2402-2720000	EXCAVATION, CLASS 20	\$13.000	CY	74.000	\$962.000	0.000	\$0.00	74.000	\$962.00	74.000	\$962.00
8	2415-2111004	PRECAST CONCRETE BOX CULVERT, 10FT. X 4FT	\$1,050.000	LF	36.000	\$37,800.000	0.000	\$0.00	36.000	\$37,800.00	36.000	\$37,800.00
9	2415-2201004	PRECAST CONCRETE BOX CULVERT STRAIGHT END SECTION	\$9,000.000	EACH	2.000	\$18,000.000	0.000	\$0.00	2.000	\$18,000.00	2.000	\$18,000.00
10	2417-1040015	CULVERT, CORRUGATED METAL ENTRANCE PIPE, 15 IN. DIA.	\$55.000	LF	34.000	\$1,870.000	0.000	\$0.00	34.000	\$1,870.00	34.000	\$1,870.00
11	2507-3250005	ENGINEERING FABRIC	\$4.000	SY	68.400	\$273.600	0.000	\$0.00	60.000	\$240.00	60.000	\$240.00
12	2507-6800061	REVTMENT, CLASS E	\$65.000	TON	31.700	\$2,060.500	0.000	\$0.00	32.600	\$2,119.00	32.600	\$2,119.00
13	2528-2518000	SAFETY CLOSURE	\$75.000	EACH	4.000	\$300.000	0.000	\$0.00	4.000	\$300.00	4.000	\$300.00
14	2528-8445110	TRAFFIC CONTROL	\$1,600.000	LS	1.000	\$1,600.000	0.000	\$0.00	1.000	\$1,600.00	1.000	\$1,600.00
15	2533-4990005	MOBILIZATION	\$3,500.000	LS	1.000	\$3,500.000	0.000	\$0.00	1.000	\$3,500.00	1.000	\$3,500.00
8001	2599-9999003	('CUBIC YARDS' ITEM), REVTMENT, REMOVE AND DISPOSE	\$50.000	CY	7.400	\$370.000	0.000	\$0.00	7.400	\$370.00	7.400	\$370.00
						Subtotal		\$76,209.10		\$76,209.10		\$76,209.10

Less 0.0% retention \$0.00

Less Previously Paid (\$73,922.83)

Amount due this statement: \$2,286.27

Debra J. Rognes
 Contract # ROGNES BROS. EXCAVATING, INC.
 Date 12/22/22

Darren Moon
 Story County Engineer Darren Moon
 Date 1-3-23

[Signature]
 Story County Board of Supervisors
 Date 1-10-23



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

Memorandum

To: Story County Board of Supervisors
From: Michael D. Cox, Director
Date: January 10, 2023
Re: Consideration of First Amendment to Conservation Easement with the Office of the State Archeologist for a Portion of Lands to be Transferred to the County from the U.S. Army Corps of Engineers

The attached amendment adds one area of land for protection of its archeological resources to an easement previously executed and in force. This amendment is required by the State Historic Preservation Office. The area being added is on land which will be retained by Story County.

The easement permanently protects a portion of that real estate which is being transferred to Story County from the U.S. Army Corps of Engineers. The land included in this easement has archeological values necessitating this protection. Upon execution of this amendment, the USACE will finalize its approval of the land transfer.

The Conservation Board urges your approval.

Approval

Disapproval

1.10.2023
Date

Date

Preparer: David L. Dorff, Assistant Attorney General [PH: 515-281-5351; FAX 515-242-6072]
IOWA DEPARTMENT OF JUSTICE, Lucas Bldg., 321 E. 12th St., Ground Floor, Des Moines, IA 50319
Return original recorded document to: Office of State Archaeologist, 700 Clinton Street Bldg., Iowa City, Iowa 52242-1030

FIRST AMENDMENT TO DEED OF CONSERVATION EASEMENT

This First Amendment is made this 10 day of Jan, 2023 between Story County, Iowa, (hereinafter together with its personal representatives, successors and assigns collectively referred to as "Grantor"), and the State Archaeologist (hereinafter together with the State Archaeologist's statutorily authorized successors and assigns, collectively referred to as "Grantee"), parties to a Deed of Conservation Easement (Easement) dated July 20, 2021 and filed in the Office of the Story County Recorder September 22, 2021, as Instrument Number 2021-12130, concerning certain real property legally described in Exhibit 1c attached hereto and incorporated by this reference

This First Amendment is made to add archeological site 13SR382 to the Easement.

WHEREAS, the Easement protects certain real property for archeological interests;

WHEREAS, the State Historic Preservation Office requires including an additional site to the easement;

WHEREAS, Paragraph 17 of the Easement provides that if circumstances arise under which an amendment to or modification of this Easement would be appropriate, Grantor and Grantee are free jointly to amend this Easement.

NOW THEREFORE, Grantor and Grantee hereby amend the Easement by:

1. Paragraph 1 is amended to add archeological site 13SR382 as shown on attached Exhibit 1c.

Exhibit 1c is attached and shall become part of the Easement to show the new archeological site.

Grantor and Grantee agree that this amendment does not affect the purpose of the Easement. All other terms and conditions of the Easement shall remain in full force and effect.

IN WITNESS WHEREOF, Grantor has executed this Deed of Conservation Easement as follows:

GRANTOR

By: _____
[Signature]

ATTEST: _____
By: *[Signature]*

January 10, 2023

1.10.23

GRANTOR ACKNOWLEDGMENT

STATE OF IOWA, COUNTY OF STORY, ss:

On this 10 day of January, ²⁰²³ 2023, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Latifah Faisal and Lucy Martin, to me personally known, and, who, being by me duly sworn, did say that they are the Chairperson, respectively, of Story County, Iowa; a municipal corporation; and that the instrument was signed on behalf of the County, by authority of its Board of Supervisors, on the 10 day of January, 2023; and that Latifah Faisal acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the County, by it voluntarily executed.

[Signature]
Notary Public



GRANTEE ACCEPTANCE

The State Archaeologist hereby agrees to accept a permanent conservation easement in accordance with the terms and conditions of this instrument. The State Archaeologist pledges to hold the conservation easement as a public trustee and to honor and defend the expressed intentions set forth in this instrument.

State Archaeologist

By: _____
John F. Doershuk, State Archaeologist

GRANTEE ACKNOWLEDGMENT

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

This instrument was acknowledged before me on the _____ day of _____, 20____, by John F. Doershuk, as State Archaeologist for the State of Iowa.

Notary Public

EXHIBIT 1c

EASEMENT DESCRIPTION

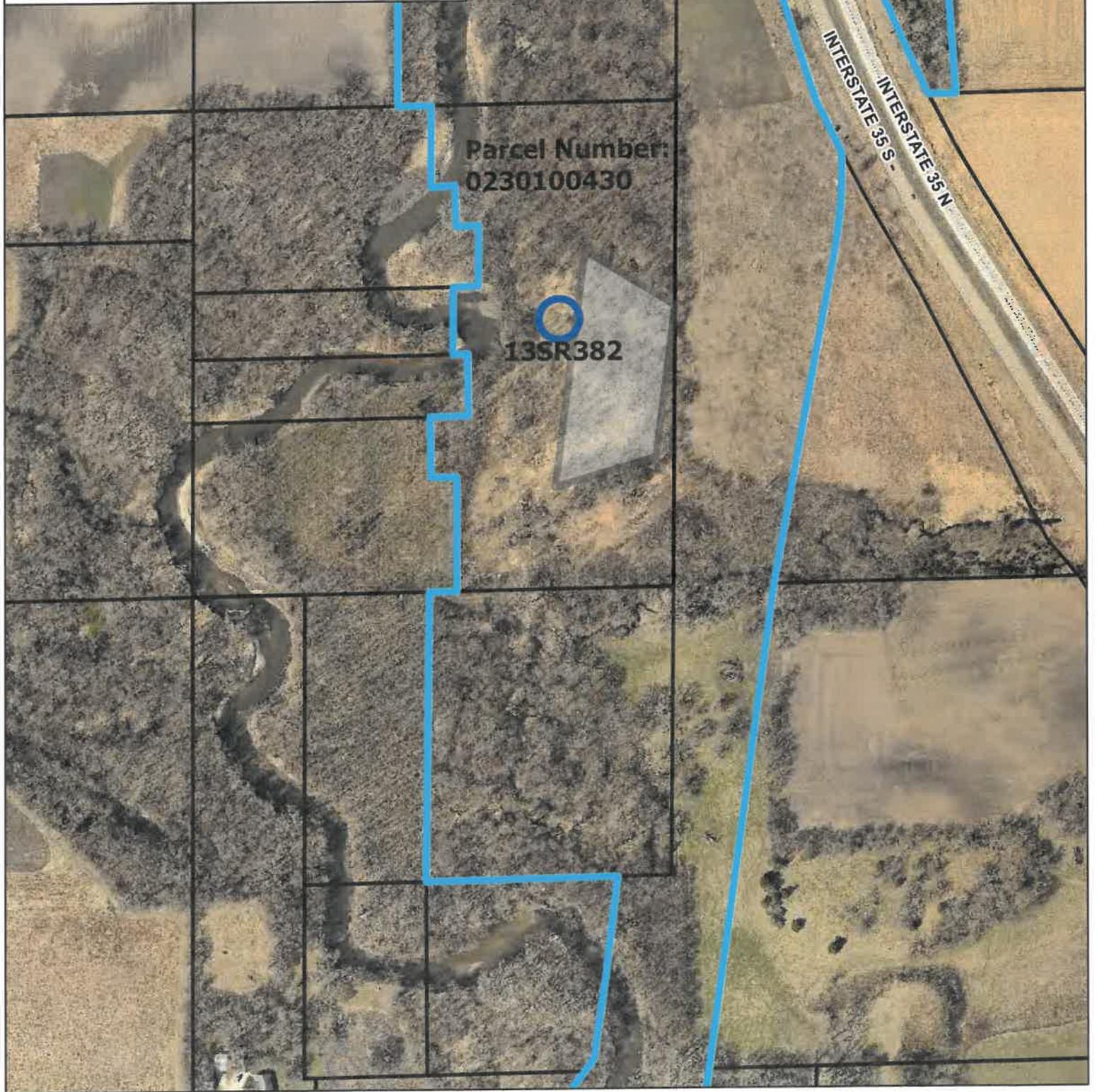
Those parts of the Northwest Quarter of Section 30, Township 85 North, Range 23 West of the 5th P.M., Story County, Iowa, as noted on Exhibit 1c:

Exhibit 1C: Conservation Easement Areas

Legend

-  Parcels
-  Sites
-  Transferred Parcels

0 125 250 500 Feet





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

Memorandum

To: Story County Board of Supervisors
Through: Michael D. Cox, Director
From: Patrick Shehan, Special Projects Ranger
Date: January 10, 2023
Re: Consideration of approved CIRTPA and SRT Grant Agreement with the Iowa Department of Transportation.

The attached Agreement with the Iowa Department of Transportation accepts the CIRTPA and SRT Grants that SCC was awarded. This grant is for the paving project on the Heart of Iowa Nature Trail between 610th Avenue and 620th Avenue, Phase 3b. These grants are for \$200,000 and \$225,000 (respectively). The engineers cost opinion is \$514,000. The remaining funds are available in the Energy Transfer Fund.

Story County Conservation Board request your approval of this agreement.


Approval

Disapproval

1.10.23
Date

Date

**IOWA DEPARTMENT OF TRANSPORTATION
Federal-Aid Agreement for a
Iowa's Transportation Alternatives Program (Iowa's TAP) Project**

Subrecipient: Story County Conservation Board

Subrecipient DUNS Number: 050813112

Project Number(s): TAP-R-C085(177)--8T-85 & RT-C085(176)--9H-85

Iowa DOT Agreement Number: 23-TAP-120

This agreement, made as of the date of the last party's signature below, is between Story County Conservation Board (hereinafter referred to as Subrecipient) and the Iowa Department of Transportation, the federal pass-through entity (hereinafter referred to as the Department). Iowa Code Sections 306A.7 and 307.44 provide for the Subrecipient and the Department to enter into agreements with each other for the purpose of financing transportation improvement projects in Iowa with federal funds. Federal regulations require federal funds to be administered by the Department. The federal-aid highway funds included in this agreement are jointly implemented by the Federal Highway Administration (FHWA) and the Department.

The Subrecipient has received federal funding through the Iowa's Transportation Alternatives Program (Iowa's TAP), which is funded by the Surface Transportation Block Grant Program (STBG), as codified in Section 133 of Title 23, United States Code (U.S.C.), which are hereinafter referred to as STBG funds. The Catalog of Federal Domestic Assistance (CFDA) number and title for this funding is 20.205 Highway Planning and Construction.

The Subrecipient has also received State Recreational Trail (SRT) funding under Iowa Code Chapter 465B and according to Iowa Administrative Code 761 Chapter 165. The application was approved by Transportation Commission Order No. TD-2022-28 on October 12, 2021, hereinafter referred to as SRT funds.

Pursuant to the terms of this agreement, applicable statutes, and administrative rules, the Department agrees to provide the funding named above to the Subrecipient for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The Subrecipient shall be responsible 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 shall be Scott Flagg, Office of Systems Planning, 800 Lincoln Way, Ames, Iowa 50010, 515-239-1252. The Subrecipient's contact person shall be Michael Cox, Executive Director, Story County Conservation Board, 56461 180th St., Ames, Iowa 50010, (515) 232-2516.
3. The Subrecipient shall be responsible for the development and completion of the following described project:

Heart of Iowa Nature Trail: 610th Avenue to 620th Avenue

4. The Subrecipient shall receive reimbursement for costs of authorized and approved eligible project activities under the Iowa's TAP program from STBG funds. **The portion of the project costs reimbursed with STBG funds shall be limited to a maximum of either 80 percent of eligible costs (other than those reimbursed with other federal funds) or the amount listed (\$200,000) in the CIRTPA current Transportation Improvement Program (TIP) and approved in the current Statewide Transportation Improvement Program (STIP), whichever is less.** Eligible project activities will be as described in Section 133(h) of Title 23, United States Code (U.S.C.), and determined by the Department to be eligible.
5. The Subrecipient shall receive reimbursement for costs approved as eligible by the Department from SRT funds. **The portion of total project costs reimbursed with SRT funds shall be limited to a maximum of either 75 percent of eligible costs (other than those reimbursed with other state or federal funds) or the amount approved of \$225,000, whichever is less.** Eligible project activities include only those listed in Iowa Administrative Code 761 Chapter 165.
6. Eligible project costs in excess of the amount reimbursed by the Department above will be considered the local contribution and may include cash, non-cash or approved state fund contributions, subject to Department approval. The local contribution must equal a minimum of 20 percent of eligible project costs. The subrecipient shall certify to the Department the value of any non-cash contribution to the project prior to it being incurred and in accordance with the procedures outlined in the applicable Instructional Memorandum to Local Public Agencies (I.M.s). The Department retains the sole authority to determine the eligibility and value of the Subrecipient's non-cash contribution for the purposes of this agreement. If the Subrecipient's total cash and non-cash contribution is determined by the Department to be less than that required by this agreement, the Subrecipient shall increase its cash contribution or the grant amount associated with this project shall be reduced accordingly.
7. **The Subrecipient must have let the contract or have construction started within two years of October 1, 2022** If the Subrecipient does not do this, they will be in default for which the Department can revoke funding commitments. The Department may approve extensions of this agreement for periods up to six months upon receipt of a written request from the Subrecipient at least sixty (60) days prior to the deadline.
8. If the Subrecipient fails to perform any obligation under this agreement, the Department shall have the right, after first giving thirty (30) days written notice to the Subrecipient by certified mail return receipt requested, to declare any part or all of this agreement in default. The Subrecipient shall have thirty (30) days from date of mailing of the notice to cure the default. If the Recipient cures the default, the Subrecipient shall notify Department no later than five (5) days after cure or before the end of said thirty (30) day period given to cure the default. The Department may thereafter determine whether the default has, in fact, been cured, or whether the Subrecipient remains in default.

9. This agreement may be declared to be in default by the Department if the Department determines that the Subrecipient's application for funding contained inaccuracies, omissions, errors or misrepresentations; or if the Department determines that the project is not developed as described in the application and according to the requirements of this agreement.
10. In the event a default is not cured the Department may do any of the following: a) revoke funding commitments of funds loaned or granted by this agreement; b) seek repayment of funds loaned or granted by this agreement; or c) revoke funding commitments of funds loaned or granted by this agreement and also seek repayment of funds loaned or granted by this agreement. By signing this agreement the Subrecipient agrees to repay said funding if they are found to be in default. Repayment methods may include cash repayment, installment repayments with negotiable interest rates, or other methods as approved by the Department.
11. The Subrecipient shall comply with Exhibit 1, General Agreement Provisions for use of Federal Highway Funds on Non-primary Highways, which is attached hereto and by this reference is incorporated into this agreement.
12. **The Subrecipient shall maintain, or cause to be maintained for the intended public use, the improvement for twenty (20) years from the completion date in a manner acceptable to the Department.**
13. This agreement is not assignable without the prior written consent of the Department.
14. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
15. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
16. This agreement shall be executed and delivered in two or more copies, each of which so executed and delivered shall be deemed to be an original and shall constitute but one and the same agreement.
17. This agreement and the attached exhibit constitute the entire agreement between the Department and the Subrecipient 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 Subrecipient.

September 2018

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

SUBRECIPIENT: Story County Conservation Board

This agreement was approved by official action of the [county name] Board of Supervisors in official session on the 10th day of January, 2023.



County Auditor



Chair, Board of Supervisors

IOWA DEPARTMENT OF TRANSPORTATION
Transportation Development Division
800 Lincoln Way, Ames, Iowa 50010
Tel. 515-239-1664

By: _____ Date _____

Director
Systems Planning Bureau

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

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

1. General Requirements.

- a. The Subrecipient shall take the necessary actions to comply with applicable state and federal laws and regulations. To assist the Subrecipient, 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: http://www.iowadot.gov/local_systems/publications/im/lpa_ims.htm. The Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient 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 Subrecipient shall make such facilities compliant with the ADA and Section 504 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 Subrecipient 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 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 in this agreement. If the Subrecipient will

pay initial project costs and request reimbursement from the Department, the Subrecipient 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 Subrecipient shall not report this project on its SEFA.

- f. The Subrecipient 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 Subrecipient shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The Subrecipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any Department-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subrecipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of Department-assisted contracts.
 - ii. The Subrecipient 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 Subrecipient 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 Subrecipient with written notice of termination pursuant to this section.

2. Programming and Federal Authorization.

- a. The Subrecipient shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The Subrecipient 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. Before beginning any work for which federal funding reimbursement will be requested, the Subrecipient shall contact the Department to obtain the procedures necessary to secure FHWA authorization. The Subrecipient shall submit a written request for FHWA authorization to the Department. After reviewing the Subrecipient's request, the Department will forward the request to the FHWA for authorization and obligation of federal funds. The Department will notify the Subrecipient when FHWA authorization is obtained. The cost of work performed prior to FHWA authorization will not be reimbursed with federal funds.
- c. Upon receiving FHWA authorization, the Subrecipient must show federal aid funding activity to receive the programmed amount authorized for the project. If there is no funding activity for nine or more months after the previous activity, the remaining unused programmed amount will be de-obligated from the project and there will be no further federal aid reimbursement issued for the project. If the Subrecipient knows in advance that funding activity will not occur for the nine months, the Contract Administrator needs to be notified to determine if programming of funds can be adjusted or other options can be explored.
- d. 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.
- e. 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. Federal Participation in Work Performed by Subrecipient Employees.

- a. If federal reimbursement will be requested for engineering, construction inspection, right-of-way acquisition or other services provided by employees of the Subrecipient, the Subrecipient shall follow the procedures in I.M. 3.330, Federal-aid Participation in In-House Services.

- b. If federal reimbursement will be requested for construction performed by employees of the Subrecipient, the Subrecipient shall follow the procedures in I.M. 6.010, Federal-aid Construction by Local Agency Forces.
- c. If the Subrecipient desires to claim indirect costs associated with work performed by its employees, the Subrecipient shall prepare and submit to the Department an indirect cost rate proposal and related documentation in accordance with the requirements of 2 CFR 200. Before incurring any indirect costs, such indirect cost proposal shall be certified by the FHWA or the federal agency providing the largest amount of federal funds to the Subrecipient. If approved, the approved indirect cost rate shall be incorporated by means of an addendum to this agreement.

4. Design and Consultant Services

- a. The Subrecipient 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.
- b. If the Subrecipient requests federal funds for consultant services, the Subrecipient and the Consultant shall prepare a contract for consultant services in accordance with 23 CFR Part 172. These regulations require a qualifications-based selection process. The Subrecipient shall follow the procedures for selecting and using consultants outlined in I.M. 3.310, Federal-aid Participation in Consultant Costs.
- c. If Preliminary Engineering (PE) work is federally funded, and if right-of-way acquisition or actual construction of the project is not started by the close of the tenth fiscal year following the fiscal year in which the federal funds were authorized, the Subrecipient shall repay to the Department the amount of federal funds reimbursed to the Subrecipient for such PE work. PE includes work that is part of the development of the PS&E for a construction project. This includes environmental studies and documents, preliminary design, and final design up through and including the preparation of bidding documents. PE does not include other activities that are not intended to lead to a construction project such as planning, conceptual, or feasibility studies.

5. Environmental Requirements and other Agreements or Permits.

- a. The Subrecipient 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 Subrecipient 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 Class of Action Process; 4.030, Environmental Data Sheet Instructions; 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 Subrecipient shall follow the procedures in I.M. 4.170, Farmland Protection Policy Act.

- c. The Subrecipient 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 Subrecipient 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; 4.160, Asbestos Inspection, Removal and Notification Requirements; and 4.190, Highway Improvements in the Vicinity of Airports or Heliports.
- d. In all contracts entered into by the Subrecipient, and all subcontracts, in connection with this project that exceed \$100,000, the Subrecipient 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 Subrecipient 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.

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

- a. The Subrecipient 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 Office of Right of Way Local Public Agency Manual. The Subrecipient shall contact the Department for assistance, as necessary, to ensure compliance with the required procedures, even if no federal funds are used for right-of-way activities. The Subrecipient shall obtain environmental concurrence before acquiring any needed right-of-way. With prior approval, hardship and protective buying is possible. If the Subrecipient requests federal funding for right-of-way acquisition, the Subrecipient shall also obtain FHWA authorization before purchasing any needed right-of-way.
- b. If the project right-of-way is federally funded and if the actual construction is not undertaken by the close of the twentieth fiscal year following the fiscal year in which the federal funds were authorized, the Subrecipient shall repay the amount of federal funds reimbursed for right-of-way costs to the Department.
- c. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the Subrecipient shall obtain agreements, easements, or permits as needed from the railroad. The Subrecipient 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.
- d. The Subrecipient 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 Subrecipient shall follow the Department's Policy for Accommodating Utilities on Primary Road System. Certain utility relocation, alteration, adjustment, or removal costs to the Subrecipient for the project may be eligible for federal funding reimbursement. The Subrecipient should also use the procedures outlined in I.M. 3.640, Utility Accommodation and Coordination, as a guide to coordinating with utilities.

- e. If the Subrecipient desires federal reimbursement for utility costs, it shall submit a request for FHWA authorization prior to beginning any utility relocation work, in accordance with the procedures outlined in I.M. 3.650, Federal-aid Participation in Utility Relocations.

7. Construction 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 Subrecipient 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 Subrecipient for individual construction items shall be approved by the Department.
 - iii. Follow the procedures in I.M. 5.030, Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, execute the contract documents and return to the Department.
- c. For projects that are let locally by the Subrecipient, the Subrecipient shall follow the procedures in I.M. 5.120, Local Letting Process, Federal-aid.
- d. The Subrecipient shall forward a completed Project Development Certification (Form 730002) to the Department in accordance with I.M. 5.050, Project Development Certification Instructions. The project 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 Subrecipient is a city, the Subrecipient shall comply with the public hearing requirements of the Iowa Code Section 26.12.
- f. The Subrecipient shall not provide the contractor with notice to proceed until after receiving written notice the Department has concurred in the contract award.

8. Construction.

- a. A full-time employee of the Subrecipient 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 Iowa Administrative Code 761 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 Subrecipient 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 Subrecipient shall provide materials testing and certifications as required by the approved specifications.
- e. If the Department provides any materials testing services to the Subrecipient, the Department will bill the Subrecipient 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 Subrecipient shall follow the procedures in I.M. 6.000, Construction Inspection, and the Department's Construction Manual, as applicable, for conducting construction inspection activities.

9. Reimbursements.

- a. After costs have been incurred, the Subrecipient shall submit to the Department periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least 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 if possible, but no later than August 15.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the Subrecipient, 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 Subrecipient 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 Subrecipient has been overpaid, the Subrecipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete

and after the Subrecipient has provided all required paperwork, the Department will release the federal funds withheld.

- e. The total funds collected by the Subrecipient 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 Subrecipient (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 Subrecipient do exceed the total project costs, the Subrecipient 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 Subrecipient.

10. Project Close-out.

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the Subrecipient shall provide written notification to the Department 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 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 Subrecipient may be suspended from receiving federal funds on future projects.
- b. For construction projects, the Subrecipient 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 Subrecipient shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The Subrecipient 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 Subrecipient 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 Subrecipient of the record retention date.

- e. The Subrecipient shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the Department and the FHWA.



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

Memorandum

To: Story County Board of Supervisors
Through: Michael D. Cox, Director
From: Pat Shehan, Special Projects Ranger
Date: January 10, 2023
Re: Consideration of Notice of Award with Tallgrass Land Stewardship Co. for the Soper's Mill Water Trail Access Improvements Project for \$146,432.00 and Authorization for the Conservation Director to Sign the Contract

Tallgrass Land Stewardship Co. is the low responsive, responsible bidder of two companies which submitted bids for the Soper's Mill Water Trail Access Improvements Project.

Story County Conservation Board recommends approval of the Notice of Award to Tallgrass Land Stewardship Co. for the Soper's Mill Water Trail Access Improvements Project for \$146,432.00. This bid amount was over the engineers estimate but remained within the budgeted amount available for the project.

Story County Conservation Board recommends your approval.

Approval

1.10.23
Date

Disapproval

Date

**STORY COUNTY SHERIFF
SERVICE AGREEMENT
23-01**

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

Definitions:

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

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

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

The Parties, refers to the “Service Provider” and the “Contractor”.

Additional Terms, if none then state “none”:

None _____

Terms

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

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

I Description of Services

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

II Additional Services

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

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

III Times and location(s)

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

Location: **Gilbert High School**
Address: **312 Gretten St**
City/rural: **Gilbert, IA 50105**
Time: **2000 – 2300hrs**

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

State date of service: _____ Day _____ Month _____ Year

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

Date of service: **14th** **January** **2023**
Day Month Year

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

Start date of service: _____ Day _____ Month _____ Year

Chart

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

Additional Locations:

Address:
City/rural:

(If necessary attach additional descriptions)

IV Duration of Agreement

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

V Fees

The Contractor agrees to pay:

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

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

VI Payment

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

VII Changes or Termination during the Agreement

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

VIII Confidentiality

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

IX Liability

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

X Acts of God and Acts of Others

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

XI Hazards

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

XII Inconsistent Terms

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

XIII Representative

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

Service Provider Representative

Contractor Representative

Lt. Gary Backous
515-382-7457

John Ronca
515-232-3738

Address:

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

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

Billing Address:

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

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

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

Service Agreement Signatures

Service Provider

Lt. Doug Park
Authorized Representative

Lieutenant, Support Services
Title

1/5/2023
Date

Contractor

[Signature]
Authorized Representative

High School Principal *Asst. Principal*
Title

1/5/2023
Date

The Service Provider representative has the authority to enter this agreement as authorized by the Story County Board of Supervisors. The date of this agreement by the Board of Supervisors is 1/10/2023

[Signature]
Board of Supervisors

[Signature]
Attest: Story County Auditor

(Staple attachments to back)



Memorandum

To: Story County Board of Supervisors
Through: Michael D. Cox, Director
From: Patrick Shehan, Special Projects Ranger
Date: January 10, 2023
Re: Consideration of Supplemental Agreement for Additional Services Contract with Snyder & Associates for Design Services for Paving the Heart of Iowa Nature Trail between the South Skunk River Bridge and 610th Avenue (Phase 3a) in conjunction with 610th Avenue and 620th Avenue (Phase 3b).

The attached professional services contract with Snyder & Associates is for design services for paving the Heart of Iowa Nature Trail between the South Skunk River Bridge and 610th Avenue (Phase 3a) and between 610th Avenue and 620th Avenue (3b). This agreement amends the existing contract to add services for Phases 3b.

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

This original contract (Phase 3a) was for \$41,700 with an additional \$26,700 for the services for Phase 3b totaling \$68,400 and will be funded through the existing grants.

The Story County Conservation Board urges your approval.

Approval

Disapproval

1.10.2023

Date

Date

SUPPLEMENTAL AGREEMENT FOR ADDITIONAL SERVICES # 01

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

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

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

Client: Story County Conservation	
Project Name: Heart of Iowa Nature Trail – Phase 3A Paving, South Skunk River to 610 th Avenue	
S&A Project Number: 122.0237	Original Agreement Date: February 15, 2022

DESCRIPTION OF ADDITIONAL SERVICES:

Extra Services for adding Phase 3B to the project scope. Refer to attached Exhibit D.

- Lump Sum in the amount of: \$
- Hourly plus expenses per original agreement or attached fee schedule, estimated budget: \$
- Document attached: Exhibit D.

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

Story County ^{Board of Supervisors} Conservation (Client)

(Type or Print Name above line)

By: 

(Authorized Agent)



(Printed or typed signature)

Date: 1.10-2023

SNYDER & ASSOCIATES, INC. (Professional)

By: 

(Authorized Agent)
Digitally signed by Mark A. Land, P.E., CFM
Date: 2022.12.21 12:27:24 -06'00'

Mark A. Land, P.E., CFM

(Printed or typed signature)

Date: December 21, 2022

Route executed to:

EXHIBIT D

SUPPLEMENTAL #1: SCOPE OF SERVICES FOR EXTRA DESIGN PHASE SERVICES TO ADD PHASE 3B
HEART OF IOWA NATURE TRAIL, PHASE 3A PAVING, SOUTH SKUNK RIVER TO 610TH AVENUE
STORY COUNTY CONSERVATION

CLIENT: STORY COUNTY CONSERVATION
56461 180TH STREET, AMES, IA 50010
C/O MIKE COX

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

PROJECT: HEART OF IOWA NATURE TRAIL, PHASE 3A PAVING, SOUTH SKUNK RIVER
TO 610TH AVENUE – EXTRA DESIGN PHASE SERVICES TO ADD PHASE 3B

DATE: DECEMBER 20, 2022

SCOPE OF SERVICES:

Revise Section I with the following information:

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

The Heart of Iowa Trail Extension Project from the east side of South Skunk River Bridge to the east side of 620th Avenue an approximate distance of 3.1 miles. The above project limits include both Phase 3A (from South Skunk River Bridge to 610th Avenue) and Phase 3B (610th Avenue to 620th Avenue). The trail paving will be along an established aggregate trail surface along the former railroad grade. The scope of services includes project administration, topographic survey, preliminary design, final design, preparation of construction plans, and bidding assistance. It is the Consultant's understanding that this project will be designed and let as one project with one set of Construction Documents with Phase 3A and Phase 3B being separate Divisions, the project will be let through Iowa DOT Contracts Bureau. Both Iowa DOT and Iowa SUDAS will be used for design guidance. Iowa DOT Standard Specifications will be used as construction specifications. It is understood that the project has received State Recreational Trails (SRT) and Transportation Alternative Program (TAP) funding for both Phase 3A and Phase 3B. It is understood that the project will receive NEPA clearance through Programmatic Categorical Exclusion (CE) by Iowa DOT Location and Environment Bureau.

Add to Section II, A, 1 with the following information:

1. Project Administration
 - e. **Consultant will perform additional project administration tasks as described in the Original Agreement for the additional trail improvements within Phase 3B limits.**

Add to Section II, A, 2 with the following information:

2. Topographic Survey
 - vii. **Consultant will perform additional topographic survey as described in the Original Agreement for the additional trail improvements within Phase 3B limits.**

Add to Section II, A, 3 with the following information:

3. Preliminary Design
 - Consultant shall perform additional preliminary design tasks as described in the Original Agreement for the additional trail improvements within Phase 3B limits.**

Consultant shall prepare and submit a separate Concept Statement for Phase 3B project to Iowa DOT through standard project development procedures.

Consultant shall combine Phase 3A and Phase 3B segments into one plan set and identify the two segments by separate Divisions with different Iowa DOT project numbers.

Add to Section II, A, 4 with the following information:

3. Final Design
 - Consultant shall perform additional final design tasks as described in the Original Agreement for the additional trail improvements within Phase 3B limits.**

Consultant shall prepare and submit a separate Project Development Certificate for Phase 3B project to Iowa DOT through standard project development procedures.

Consultant shall submit the plans to TPMS for both Iowa DOT project numbers.

Consultant shall prepare and submit contract bid items and construction cost estimate into TPMS for both Iowa DOT project numbers.

Revise Section III with the following information:

III. PROJECT SCHEDULE

The Project shall be performed by the Consultant in accordance with a schedule mutually developed by the Client and the Consultant. Bid letting date may require adjustment if project delays occur that are beyond the control of the Consultant. The development of the Project will follow Iowa DOT IM 3.010 for a bid letting on June 20, 2023.

Update Section IV with the following information:

IV. COMPENSATION AND TERMS OF PAYMENT

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

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

Item	Base Agreement	Supplemental No. 1	Total
1. Project Administration	\$5,900	\$3,500	\$9,400
2. Topographic Survey	\$5,500	\$5,000	\$10,500
3. Preliminary Design	\$11,200	\$7,200	\$18,400
4. Final Design	\$16,900	\$9,800	\$26,700
5. Bid Letting Assistance	\$2,200	\$1,200	\$3,400
Total	\$41,700	\$26,700	\$68,400

SUPPLEMENTAL AGREEMENT FOR ADDITIONAL SERVICES # 01

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

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

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

Client: Story County Conservation	
Project Name: Heart of Iowa Nature Trail – Phase 3A Paving, South Skunk River to 610 th Avenue	
S&A Project Number: 122.0237	Original Agreement Date: February 15, 2022

DESCRIPTION OF ADDITIONAL SERVICES:

Extra Services for adding Phase 3B to the project scope. Refer to attached Exhibit D.

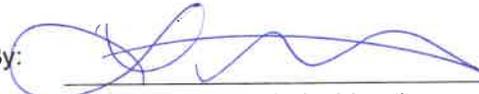
Lump Sum in the amount of: \$

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

Document attached: Exhibit D.

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

Story County ~~Conservation~~ ^{Board of Supervisors} (Client)
(Type or Print Name above line)

By: 
(Authorized Agent)

Lutfah Faisal
(Printed or typed signature)

Date: 1.10.2023

SNYDER & ASSOCIATES, INC. (Professional)

By: 
Digitally signed by Mark A. Land, P.E., CFM
Date: 2022.12.21 12:27:24 -06'00'
(Authorized Agent)

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

Date: December 21, 2022

Route executed to:

EXHIBIT D

SUPPLEMENTAL #1: SCOPE OF SERVICES FOR EXTRA DESIGN PHASE SERVICES TO ADD PHASE 3B
HEART OF IOWA NATURE TRAIL, PHASE 3A PAVING, SOUTH SKUNK RIVER TO 610TH AVENUE
STORY COUNTY CONSERVATION

CLIENT: STORY COUNTY CONSERVATION
56461 180TH STREET, AMES, IA 50010
C/O MIKE COX

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

PROJECT: HEART OF IOWA NATURE TRAIL, PHASE 3A PAVING, SOUTH SKUNK RIVER
TO 610TH AVENUE – EXTRA DESIGN PHASE SERVICES TO ADD PHASE 3B

DATE: DECEMBER 20, 2022

SCOPE OF SERVICES:**Revise Section I with the following information:**

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

The Heart of Iowa Trail Extension Project from the east side of South Skunk River Bridge to the east side of 620th Avenue an approximate distance of 3.1 miles. The above project limits include both Phase 3A (from South Skunk River Bridge to 610th Avenue) and Phase 3B (610th Avenue to 620th Avenue). The trail paving will be along an established aggregate trail surface along the former railroad grade. The scope of services includes project administration, topographic survey, preliminary design, final design, preparation of construction plans, and bidding assistance. It is the Consultant's understanding that this project will be designed and let as one project with one set of Construction Documents with Phase 3A and Phase 3B being separate Divisions, the project will be let through Iowa DOT Contracts Bureau. Both Iowa DOT and Iowa SUDAS will be used for design guidance. Iowa DOT Standard Specifications will be used as construction specifications. It is understood that the project has received State Recreational Trails (SRT) and Transportation Alternative Program (TAP) funding for both Phase 3A and Phase 3B. It is understood that the project will receive NEPA clearance through Programmatic Categorical Exclusion (CE) by Iowa DOT Location and Environment Bureau.

Add to Section II, A, 1 with the following information:

1. Project Administration
 - e. **Consultant will perform additional project administration tasks as described in the Original Agreement for the additional trail improvements within Phase 3B limits.**

Add to Section II, A, 2 with the following information:

2. Topographic Survey
 - vii. **Consultant will perform additional topographic survey as described in the Original Agreement for the additional trail improvements within Phase 3B limits.**

Add to Section II, A, 3 with the following information:

3. Preliminary Design
Consultant shall perform additional preliminary design tasks as described in the Original Agreement for the additional trail improvements within Phase 3B limits.

Consultant shall prepare and submit a separate Concept Statement for Phase 3B project to Iowa DOT through standard project development procedures.

Consultant shall combine Phase 3A and Phase 3B segments into one plan set and identify the two segments by separate Divisions with different Iowa DOT project numbers.

Add to Section II, A, 4 with the following information:

3. Final Design
Consultant shall perform additional final design tasks as described in the Original Agreement for the additional trail improvements within Phase 3B limits.

Consultant shall prepare and submit a separate Project Development Certificate for Phase 3B project to Iowa DOT through standard project development procedures.

Consultant shall submit the plans to TPMS for both Iowa DOT project numbers.

Consultant shall prepare and submit contract bid items and construction cost estimate into TPMS for both Iowa DOT project numbers.

Revise Section III with the following information:

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Update Section IV with the following information:

IV. COMPENSATION AND TERMS OF PAYMENT

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



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5. Bid Letting Assistance	\$2,200	\$1,200	\$3,400
Total	\$41,700	\$26,700	\$68,400



**STORY COUNTY
BOARD OF SUPERVISORS**

**LISA K. HEDDENS
LINDA MURKEN
LATIFAH FAISAL**

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

Joel Olah, Executive Director
Aging Resources of Central Iowa
5835 Grand Avenue, Suite 106
Des Moines, IA 50312-1444

Re: Aging Resources of Central Iowa Advisory Council

Dear Mr. Olah,

Thank you for submitting the application form and recommendation to the Story County Board of Supervisors to approve the appointment of Valerie Bohlen to the Aging Resources of Central Iowa Advisory Council. After reviewing her application and her credentials, and with your nominating committee's endorsement, we concur that Valerie would be a great asset to serve on the Advisory Council.

Respectfully,

Latifah Faisal
Chair, Story County Board of Supervisors

Our Mission....

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

Our Goals....

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

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 Lisa Verville as an independent contractor. Lisa Verville 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 Lisa A. Verville
MAILING ADDRESS 2400 White Oak Dr. Ames Iowa 50014
BUSINESS PHONE NO. _____ CELL PH# 641 750 4928

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/per Investigation plus County mileage paid at current County rate.

6. SPECIAL 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 Lisa A Verville Date 12/25/2022

Approved by [Signature], Date 1.10.2023

W-9 completed _____



McFarland Clinic PC

1215 Duff Avenue
Ames, Iowa, 50010
Department of Anatomic Pathology
P: 515.239.4493
F: 515.239.4741

1/4/2023

To: Story County

RE: MEI

Dear Story County Board of Supervisors,

I officially recommend Lisa (Thompson) Verville for Medical Examiner Investigator for Story County. She is currently an ER nurse at MGMC.

Thank you,

Dr. Andersen

McFarland Clinic Anatomic Pathology

**STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER #23-56**

**RESOLUTION BY STORY COUNTY BOARD OF SUPERVISORS
APPROVING COUNTY SUPPORT AND MATCH IN THE AMOUNT OF \$120,000 FOR
THE COMMUNITY ATTRACTION AND TOURISM (CAT) GRANT IN REGARDS TO
THE BERTHA BARTLETT PUBLIC LIBRARY EXPANSION PROJECT IN THE CITY
OF STORY CITY**

WHEREAS, the Bertha Bartlett Public Library is applying for financial assistance from the State of Iowa via the Community Attraction and Tourism (CAT) Grant Program; and,

WHEREAS, the Bertha Bartlett Public Library serves Story City and northern Story County, encompassing a large portion of rural Story County; and

WHEREAS, Story City has the 4th largest population in the county, but it has the 3rd largest circulation of materials, and many of our rural residents rely on this library for services, good internet, and meeting places; and

WHEREAS, Story City's easy access to the Interstate has made the Bertha Bartlett Public Library a destination for travelers, and statewide organizations; and

WHEREAS, Story City has many theatrical and musically gifted residents and students who seek places to practice, to perform and to create events. The library has helped sponsor the annual Storytelling Festival until recent years, bringing tourists and performers from all over the Midwest; and

WHEREAS, the Bertha Bartlett Public Library is a life-long learning center, which begins programming with infants through adults. Each year more than 250 programs are held, and attendance often exceeds 80 children during the summer months, at times reaching 150 people. The programs offered have recently had to move offsite as the largest room at the library seats 45 people; and

WHEREAS, Bartlett Hall will be a 10,000 square foot addition to the current Story City library building. Bartlett Hall will consist of two levels. The main level of Bartlett Hall is designed to serve as an area for community gathering by providing meeting spaces and resources to aid in social, educational, and business connections. According to the leaders in our community we surveyed, this multi-functional meeting space is a drastic need. The upper floor of Bartlett Hall will be a performance hall that will seat over 150 people for vocal, instrumental, theatrical, and visual art performances. This community performance hall, centered around a Steinway grand piano donated by Frances Bartlett Kinne, will set Story City apart from every community in central Iowa in its ability to grow diverse types of performance talent; and

WHEREAS, Story County will benefit as individuals find the facility a moderately priced performance center, attracting performers and allowing the local talent to display visual

arts, prepare for student run events, performance venues, in addition to adding to the community spaces frequently needed and requested throughout the year; and

WHEREAS, with the CAT Grant Program, applicants are required to have a cash match from the City and County governments to be eligible for the Program; and

WHEREAS, on October 11, 2022, the Story County Board of Supervisors unanimously approved an agreement with the City of Story City awarding \$120,000 to the City of Story City for the Bertha Bartlett Public Library Expansion Project; and

WHEREAS, this \$120,000 in matching funds from Story County is a requirement of the CAT application; and

WHEREAS, by providing this \$120,000 appropriation, and the corresponding letter of support, the County is illustrating its support of the project and the CAT application.

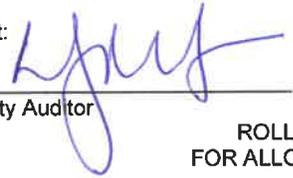
NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the county of Story County, Iowa, that this Board hereby approves Resolution #23-56 indicating Story County's support of the Bertha Bartlett Library Expansion Project CAT Application.

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 10th day of January 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



CHAIRPERSON Above tabulation made by 

1-09

Permit Number 23-0730

STORY COUNTY UTILITY PERMIT

Date 1/4/23

To the Board of Supervisors, Story County, Iowa:

The Consumers Energy Company, incorporated under the laws of Iowa, with its principal place of business at 2074 242nd St, Marshalltown, IA 50158, 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 electric on secondary route 570th Ave., 320th Ln. and 580th Ave

From the intersection of 315th St. and 570th Ave. to 32385 580th Ave. a
distance of 1.86 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 cuttrench.

Date 01-04-23

Consumers Energy
Name of Company (Applicant - Permittee)

641-485-4064
by Phone no.

Recommended for Approval:

Date 1-4-23

515-382-7355
County Engineer Phone no.

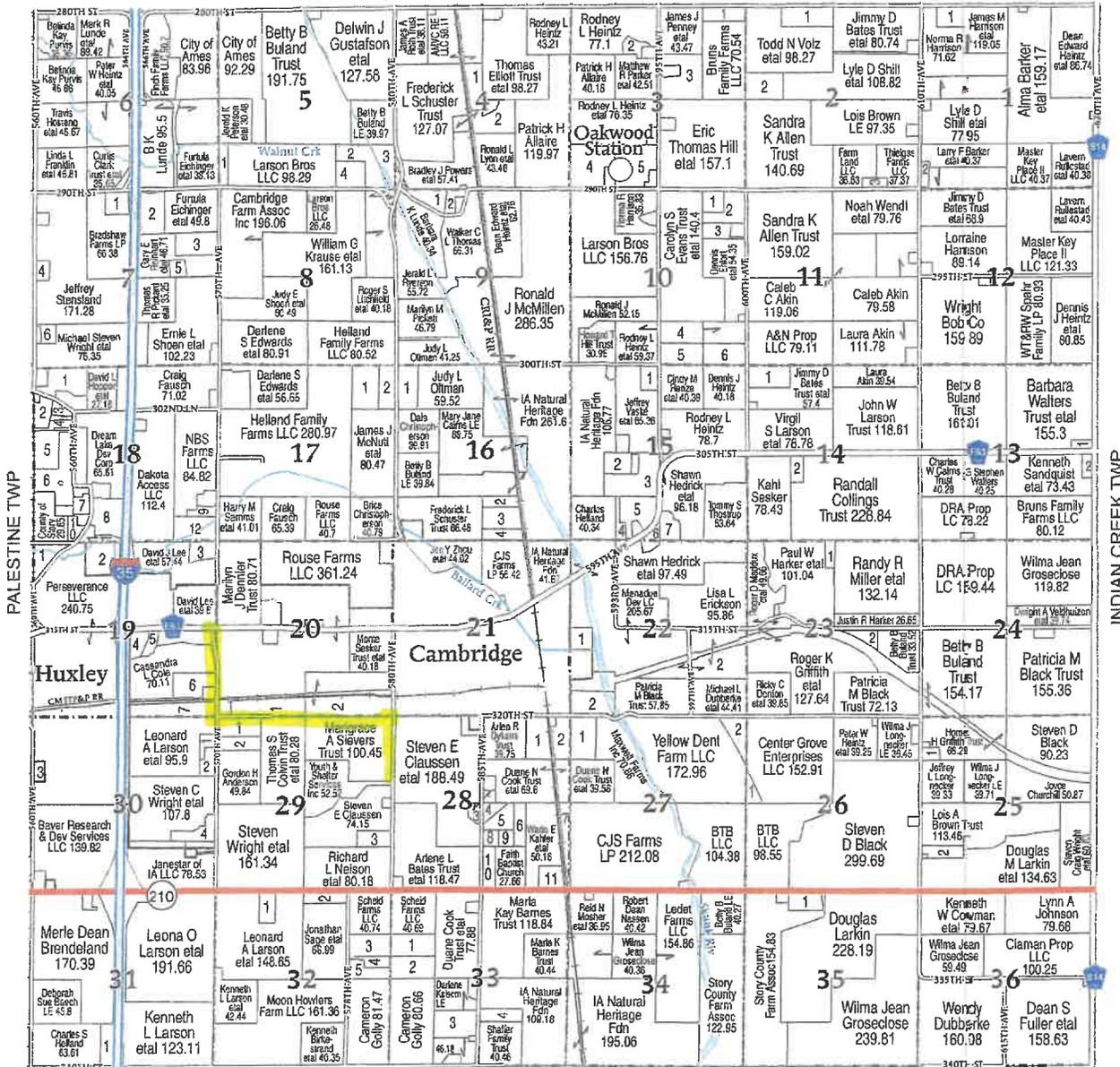
Approved:

Date 1-10-23

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.

(Landowners)
GRANT TWP



POLK CO

UNION TOWNSHIP		SECTION 17		SECTION 20		SECTION 23	
SECTION 1		SECTION 17		SECTION 20		SECTION 23	
1 DERSCHIED, GREGORY G ETAL	12.49	1 CHRISTOPHERSON, BRICE ALLAN	24.89	1 HANKS, HAROLD DEAN ETAL	26.65	1 HEGGEN, DANIEL CHRISTOPHER	17.8
2 BARKER, TIMOTHY DON ETAL	5.05	2 CITY OF HUXLEY	15.25	2 KALSEM, DAVID A ETAL	72.44	2 HEGGEN, DAVID K	12.31
SECTION 2		SECTION 18		SECTION 21		3 CLINTON, MATTHEW ETAL	12.91
1 SLONIGER HILLTOP FARMS INC	22.74	1 WESTWOOD CENTER PTNRS LC	23.47	1 IA NATURAL HERITAGE FDN	9.88	SECTION 30	
2 BRUNS FAMILY FARMS LLC	20.42	2 WUEKER, ADAM P ETAL	10.61	2 ESCHER, LAVERNE	22.31	1 HEGGEN, MARY JANE	6.47
3 JONES, DANIEL ETAL	5.96	3 DAMHORST, MARY LYNN	5.2	1 MADDUX, ROGER	5.64	2 NOBILING, GARY LEE	9.62
SECTION 3		4 POWELL, THEODORE M	5.33	2 TRIPLE I AG LLC	6.72	3 BOWERS, CHARLES A	5.4
1 JENSEN, STANLEY ETAL	13.32	5 KAMP, MICHAEL EDWARD	20.16	SECTION 25		4 ACCOLA, DAVID ETAL	14.66
2 LINK, CARL W ETAL	7.23	6 JOHNSON, WARREN E	34.83	1 APLAND, MARILYN J	5.12	SECTION 31	
3 GREENLEE, MARY HEATHER W ETAL	35.78	7 KNUFSON JR TRUST, JAMES O ETAL	6.57	2 BLACK TRUST, PATRICIA M	10.85	1 LARSON, SHANE CHRISTOPHER	12.81
4 HEINTZ, DENNIS ETAL	35.15	8 PARMENTER, KATHERINE A	23.54	SECTION 28		SECTION 32	
5 SHILL, WYLE D ETAL	35.6	9 BRUNSSON, MEAGAN RN	5.95	1 YELLOW DENT FARM LLC	6.68	1 FREELAND FARM LLC	10.54
SECTION 4		10 MILLER, DEREK ETAL	6.84	SECTION 27		2 STOCKHAUSEN, CAMIE J	11.26
1 VME GROUP LLC	18.21	11 FRIEDRICHSEN TRUST, THOMAS J ETAL	8.37	1 TALKING BEAVERS LLC	22.58	3 CARVER, ROBYN	20.29
2 VOSHELL, JESSICA JO	28.04	12 ZIMMERMAN TRUST, MARY KATHLEEN	29.12	2 CENTER GROVE ENTERPRISES LLC	14.4	4 NESS, RICK S ETAL	7.1
SECTION 5		SECTION 19		SECTION 29		5 SADLER, LARRY J	13.24
1 EICHINGER, FURTLA ETAL	8.44	1 WHYMS, BRIAN	15.2	SECTION 33		SECTION 35	
2 COUNTY OF STORY	26.62	2 FRIEDRICHSEN TRUST, THOMAS J ETAL	23.14	1 SHEPLEY TRUST, RENAE S	20.9	1 CARVER, ROBYN	20.1
3 SMALLY, RAYMOND L	13.47	3 CARBONRY, DONOVAN CARLOS ETAL	10.79	2 SHEPLEY, GARY L	15.34	2 NESS, RICK S ETAL	20.27
4 AMUNDSON, LEE D ETAL	16.66	4 MURPHY, JASON ETAL	10.3	3 EDLEMAN, MARTIN GEORGE	8.62	3 KALSEM TRUST, DARLENE L	25.4
SECTION 6		5 HEDRICK TRUST, SHAWN J	5.43	4 EDLEMAN, MARTIN G	6.6	4 CLEMENT, JEFFREY BURTON ETAL	12.5
1 STATE OF IA	11.43	6 COLE, DIANNE G	19.95	5 HALL, CHARLES KELLS ETAL	11.84	SECTION 36	
2 EASTER, NATHAN A ETAL	20.58	7 LARSON, LEONARD A ETAL	25.48	6 ROSS, JEFFREY ALAN	10.89	1 WENDT, NOAH R	13.58
3 BULAND TRUST, BETTY B	20.78			7 CIS FARMS LP	12.39		
4 SMALLY, RAYMOND L	6.13			8 VOLKMAN, ANDREW C ETAL	5.95		
5 HUBER, JEROME A	6.04			9 WINDOW, KENNETH E ETAL	5.22		
				10 HUBER, JACOB J ETAL	12.77		
				11 MOODY, TODD C ETAL	12.27		

#9523

1-09

Permit Number 23-1733

Date 1/5/23

STORY COUNTY UTILITY PERMIT

To the Board of Supervisors, Story County, Iowa:

The Windstream Iowa Communications, LLC Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at , 4001 N Rodney Parham Rd, 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 bore fiber cable on secondary route 300th St, from 56409 300th St to same address, a distance of 350 feet miles.

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

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

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

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

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

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

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

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

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

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

Date 1/4/23

Windstream Iowa Communications, LLC

Name of Company (Applicant - Permittee)

Sara Wokup

501-748-5864

by

Phone no.

Recommended for Approval:

Date 1-5-23

Janet Moran

515-382-7355

County Engineer

Phone no.

Approved:

Date 1-10-23

[Signature]

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.



JOB - 71322316
 DISH NETWORK SITE
 56409 300TH STREET
 CAMBRIDGE, IA

56409 300TH STREET CAMBRIDGE IA



ALL KNOWN OBSTRUCTIONS HAVE
 BEEN SHOWN. THOSE AND OTHERS, IF ANY, ARE THE
 RESPONSIBILITY OF THE CONTRACTOR OR THE WINDSTREAM CREW.

CALL ONE-CALL 1-800-292-8989
 48 HOURS PRIOR TO CONSTRUCTION

EXCH NAME: CMBRIAXO

WO #: 71322316

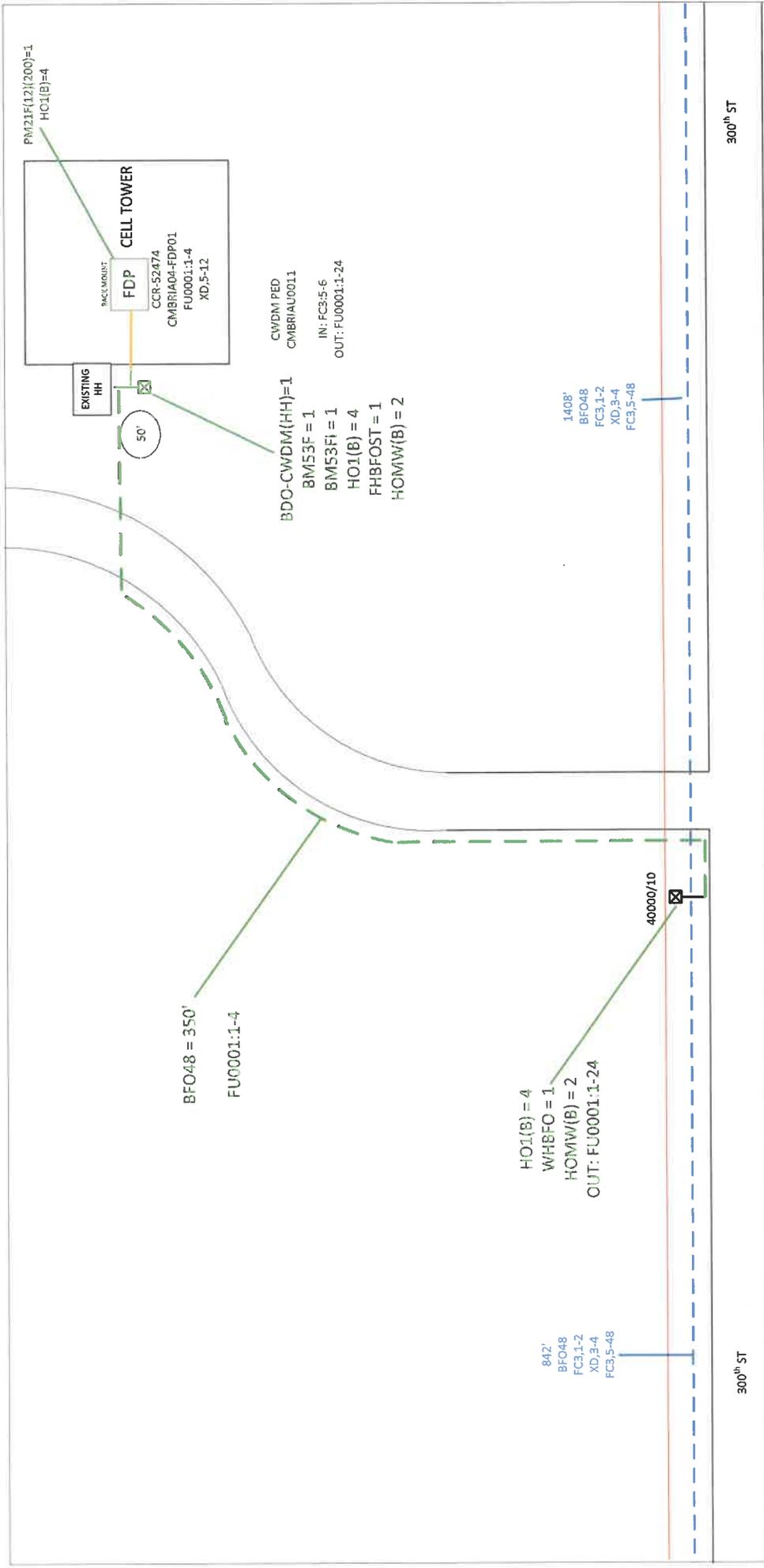
TITLE:

KCD5M00044A 56409 300TH STREET CAMBRIDGE Iowa - DISH WIRELESS MTSO

DRWN: NICK COATNEY

PRINT:





PM21F(12)(200)=1
HO1(B)=4

CELL TOWER
FDP
CCR-52474
CMBRIA04-EDP01
FU0001:1-4
XD,5-12

EXISTING
HH

50'

BDO-CWDM(HH)=1
BM53F = 1
BM53FI = 1
HO1(B) = 4
FHBFOST = 1
HOMW(B) = 2

CWDM PED
CMBRIA00011

IN: FC3:5-6
OUT: FU0001:1-24

842'
BFO48
FC3,1-2
XD,3-4
FC3,5-48

HO1(B) = 4
WFBFO = 1
HOMW(B) = 2
OUT: FU0001:1-24

1408'
BFO48
FC3,1-2
XD,3-4
FC3,5-48

40000/10

300th ST

300th ST

56409 300TH STREET CAMBRIDGE IA



ALL KNOWN OBSTRUCTIONS HAVE BEEN SHOWN. THOSE AND OTHERS, IF ANY, ARE THE RESPONSIBILITY OF THE CONTRACTOR OR THE WINDSTREAM CREW.

CALL ONE-CALL 1-800-292-8989
48 HOURS PRIOR TO CONSTRUCTION

EXCH NAME: CMBRIA0

DATE: 10/06/2022

WO #: 713322316

TITLE:

KCD5M00044A 56409 300TH STREET CAMBRIDGE Iowa - DISH WIRELESS MTSO

DRWN: NICK COATNEY

PRINT:



Closure No. 23-30

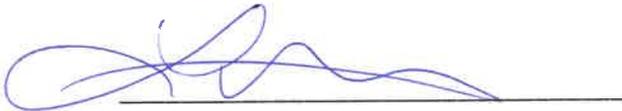
Date January 4, 2023

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 30/29 Nevada Twp on

270th St is closed at bridge between S14 and 19th St



Chair, Board of Supervisors

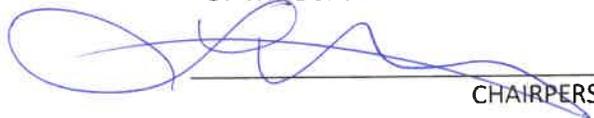
Attest: 

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 CEA

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:
Planning & Development**

**STORY COUNTY IOWA
ORDINANCE NO. 308
AN ORDINANCE AMENDING CHAPTER 85 – GENERAL PROVISIONS AND DEFINITIONS
AND CHAPTER 86 – DISTRICT REQUIREMENTS, OF THE STORY COUNTY LAND
DEVELOPMENT REGULATIONS, OF THE STORY COUNTY CODE OF ORDINANCES FOR
ACCESSORY DWELLING UNITS.**

BE IT ENACTED by the Board of Supervisors of Story County, Iowa:

Section 1. Purpose. An Ordinance amending Chapter 85—General Provisions and Definitions and Chapter 86 – District Requirements, of the Story County Land Development Regulations, as follows, to define and allow for accessory dwelling units under the provision.

Section 2. Proposed Amendments. The amendments are as shown in Attachment A of this ordinance and are summarized below.

85.08, Definitions:

- Added definitions for “accessory dwelling units (ADUs)” and “bedrooms”.
- Amended definitions for “dwelling multiple”, and “dwelling, two family”.

86.04, A-1 Agricultural District:

- Added regulations for accessory dwelling units permitted within the A-1 zoning district and removed structure area minimums from Table 86-2.

86.06, A-R Agricultural Residential District:

- Added regulations for accessory dwelling units permitted within the A-R zoning district and removed structure area minimums from Table 86-4.

86.07, R-1 Transitional Residential District:

- Added regulations for accessory dwelling units permitted within the R-1 zoning district and removed structure area minimums from Table 86-5.

86.08, R-2 Urban Residential District:

- Added regulations for accessory dwelling units permitted within the R-2 zoning district and removed structure area minimums from Table 86-6.

Section 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. Saving Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 5. Effective Date. This ordinance shall be effective after its final passage, approval and publication of the ordinance or a summary thereof, as provided by law.

Action upon FIRST Consideration: Approved
DATE: December 20, 2022

Moved by: Heddens
 Seconded by: Faisal
 Voting Aye: Heddens, Faisal
 Voting Nay: None
 Not Voting: Murken absent
 Absent: Murken

Action upon SECOND Consideration: Approved
DATE: January 3, 2022

Moved by: Murken
 Seconded by: Heddens
 Voting Aye: Murken, Heddens, Faisal
 Voting Nay: None
 Not Voting: None
 Absent: None

Action upon THIRD Consideration: Approved

DATE: January 10, 2022

Moved by: Murken

Seconded by: Heddens

Voting Aye: Murken, Heddens, Faisal

Voting Nay: None

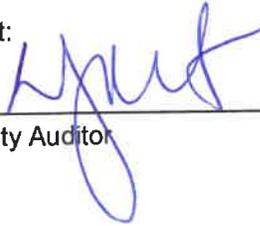
Not Voting: None

Absent: None

ADOPTED THIS 10th day of January, 2023.


Chairperson, 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 BOARD

Yea 3 Nay 0 Absent 0


CHAIRPERSON

Above tabulation made by SB

Attachment A

85.08 DEFINITIONS.

“Accessory Dwelling Unit” means an additional dwelling unit that has been added to or created within an existing single-family dwelling, or that is detached from an existing single-family dwelling on the same parcel, tract, or lot as the single-family dwelling. A modular or manufactured home may be permitted as an accessory dwelling unit.

“Bedroom” means a room designed for sleeping including a bed and closet.

“Dwelling, multiple” means a residence arranged, designed, and occupied or intended to be occupied by three or more household units, with separate dwelling units for each. The dwelling shall be placed on permanent foundation and taxed as a site-built dwelling. This term also includes family homes with three or more dwelling units.

“Dwelling, two-family” means a residence arranged, designed, and occupied, or intended to be occupied, by two household units only, with two separate dwelling units for each. The dwelling shall be placed on permanent foundation and taxed as a site-built dwelling. This term also includes family homes with two dwelling units only.

86.04 A-1 AGRICULTURAL DISTRICT.

3. Permitted Accessory Uses. The following are permitted accessory uses in the A-1 Agricultural District:

L. An accessory dwelling unit conforming to the requirements specified herein:

- (1) Zoning Permit Required. A zoning permit shall be submitted for any accessory dwelling unit, including when an existing single-family dwelling or accessory structure is modified to create an accessory dwelling unit therein.
- (2) Wastewater and Water facilities. The accessory dwelling unit shall be provided with wastewater and water facilities. A septic permit application shall be required to be submitted to the Environmental Health Department for all accessory dwelling units, including when an existing single-family dwelling or accessory structure is modified to create an accessory dwelling unit therein, prior to issuance of the zoning permit for an accessory dwelling unit.
- (3) 911 Address Required. The accessory dwelling unit shall have an established 911 address that is separate from the 911 address of the existing single-family dwelling. An application for a 911 address shall be required to be submitted for all accessory dwelling units prior to issuance of the zoning permit for an accessory dwelling unit.
- (4) Size and Other Design Standards.
 - a. The accessory dwelling unit shall not exceed 1,200 square feet in gross floor area. This does not include finished or unfinished basements.

- b. The accessory dwelling unit shall have a paved or gravel access leading to the parking for the unit, unless the accessory dwelling unit shares parking with the existing single-family dwelling. A separate garage for an accessory dwelling unit shall not be larger than 600 square feet.
- c. There shall not be more than one accessory dwelling unit per parcel, tract, or lot.
- d. The accessory dwelling unit shall meet all applicable bulk requirements for single-family dwellings within the zoning district, including for setbacks and height.
- e. The closest wall of the accessory dwelling unit shall not be further than 200 feet from the existing single-family dwelling, unless a greater distance is necessary to avoid either the location of the existing wastewater treatment system and laterals and required setbacks therefrom or impact to critical natural resource areas, as mapped by the C2C Future Land Use Map or Ames Urban Fringe Plan Land Use Framework Map. In these instances, it shall be as sited as close as possible to the existing single-family dwelling while avoiding impacts to these areas.
- f. The accessory dwelling shall contain at least one window on an exterior wall in every bedroom that is no smaller than 5.7 square feet.

(5) Conversion of Existing Accessory Structures.

- a. Existing accessory structures conforming to the bulk requirements for accessory structures in Table 86-2, or that are legal nonconforming structures, shall be permitted to be converted to an accessory dwelling unit. Additions to a converted accessory structure shall meet the bulk requirements for a single-family dwelling in Table 86-2.
- b. Overhead doors, or garage doors, shall be removed from structures being converted to Accessory Dwelling Units and shall be replaced with a new, matching facade. This requirement only applies to the portions of a structure being converted to living space for the accessory dwelling unit.

(6) Division of land. The division of land to separate the accessory dwelling unit onto a separate parcel, lot, or tract than the existing single-family dwelling unit shall not be permitted.

5. **Bulk Requirements.** The bulk requirements listed in Table 86-2 shall apply to all development within the A-1 Agricultural District.

Table 86-2 - Bulk Requirements - A-1 District

Permitted Uses	Minimum Lot Area (Net)	Front Setback (Min.)	Side Setback (Min.)	Side Setback Corner Lot (Min.)	Flag Yard Setback (Min.)	Rear Setback (Min.)	Lot Width (Min.)	Structure Area (Min.)	Maximum Structure Height
Single-Family Dwelling	35 acres	50 feet	10 feet	37½ feet	20 feet	40 feet	100 feet	400 square feet	40 feet
Single-Family Dwelling - 35-acre exception met	1 acre	50 feet	10 feet	37½ feet	20 feet	40 feet	100 feet	400 square feet	40 feet
Other Permitted Uses	No minimum**	50 feet	50 feet	50 feet	50 feet	50 feet	100 feet	No minimum	40 feet
Accessory Structures	No minimum	50 feet	10 feet	37½ feet	20 feet	2 feet*	No minimum	No minimum	40 feet
* 5 feet from alley lines ** may be specified through a conditional use permit									

86.06 A-R AGRICULTURAL RESIDENTIAL DISTRICT.

3. Permitted Accessory Uses. The following are permitted accessory uses in the A-R Agricultural Residential District:

K. An accessory dwelling unit conforming to the requirements specified herein:

- (1) Zoning Permit Required. A zoning permit shall be submitted for any accessory dwelling unit, including when an existing single-family dwelling or accessory structure is modified to create an accessory dwelling unit therein.
- (2) Wastewater and Water facilities. The accessory dwelling unit shall be provided with wastewater and water facilities. A septic permit application shall be required to be submitted to the Environmental Health Department for all accessory dwelling units, including when an existing single-family dwelling or accessory structure is modified to create an accessory dwelling unit therein, prior to issuance of the zoning permit for an accessory dwelling unit.
- (3) 911 Address Required. The accessory dwelling unit shall have an established 911 address that is separate from the 911 address of the existing single-family dwelling. An application for a 911 address shall be required to be submitted for all accessory dwelling units prior to issuance of the zoning permit for an accessory dwelling unit.

(4) Size and Other Design Standards.

- a. The accessory dwelling unit shall not exceed 1,200 square feet in gross floor area. This does not include finished or unfinished basements.
- b. The accessory dwelling unit shall have a paved or gravel access leading to the parking for the unit, unless the accessory dwelling unit shares parking with the existing single-family dwelling. A separate garage for an accessory dwelling unit shall not be larger than 600 square feet.
- c. There shall not be more than one accessory dwelling unit per parcel, tract, or lot.
- d. The accessory dwelling unit shall meet all applicable bulk requirements for single-family dwellings within the zoning district, including for setbacks and height.
- e. The closest wall of the accessory dwelling unit shall not be further than 200 feet from the existing single-family dwelling, unless a greater distance is necessary to avoid either the location of the existing wastewater treatment system and laterals and required setbacks therefrom or impact to critical natural resource areas, as mapped by the C2C Future Land Use Map or Ames Urban Fringe Plan Land Use Framework Map. In these instances, it shall be as sited as close as possible to the existing single-family dwelling while avoiding impacts to these areas.
- f. The accessory dwelling shall contain at least one window on an exterior wall in every bedroom that is no smaller than 5.7 square feet.

(5) Conversion of Existing Accessory Structures.

- a. Existing accessory structures conforming to the bulk requirements for single-family dwellings in Table 86-2 shall be permitted to be converted to an accessory dwelling unit.
- b. Overhead doors, or garage doors, shall be removed from structures being converted to accessory dwelling units and shall be replaced with a new, matching facade. This requirement only applies to the portions of a structure being converted to living space for the accessory dwelling unit.

(6) Division of land. The division of land to separate the accessory dwelling unit onto a separate parcel, lot, or tract than the existing single-family dwelling unit shall not be permitted.

5. Bulk Requirements. The bulk requirements listed in Table 86-4 shall apply to all development within the A-R Agricultural Residential District.

Table 86-4 - Bulk Requirements - A-R District

Permitted Uses	Minimum Lot Area (Net)	Front Setback (Min.)	Side Setback (Min.)	Side Setback Corner Lot (Min.)	Flag Yard Setback (Min.)	Rear Setback (Min.)	Lot Width (Min.)	Structure Area (Min.)	Maximum Structure Height

Single-Family Dwelling	1 acre	50 feet	10 feet	37½ feet	20 feet	40 feet	100 feet	400 square feet	40 feet
Other Permitted Uses	No minimum**	50 feet	50 feet	50 feet	50 feet	50 feet	100 feet	No minimum	40 feet
Accessory Structures	No minimum	50 feet	10 feet	37½ feet	20 feet	2 feet*	100 feet	No minimum	25 feet
* 5 feet from alley lines ** may be specified through a conditional use permit									

86.07 R-1 TRANSITIONAL RESIDENTIAL DISTRICT.

3. Permitted Accessory Uses. The following are permitted accessory uses in the R-1 Transitional Residential District:

- J. An accessory dwelling unit conforming to the requirements specified herein:
 - (1) Zoning Permit Required. A zoning permit shall be submitted for any accessory dwelling unit, including when an existing single-family dwelling or accessory structure is modified to create an accessory dwelling unit therein.
 - (2) Wastewater and Water facilities. The accessory dwelling unit shall be provided with wastewater and water facilities. A septic permit application shall be required to be submitted to the Environmental Health Department for all accessory dwelling units, including when an existing single-family dwelling or accessory structure is modified to create an accessory dwelling unit therein, prior to issuance of the zoning permit for an accessory dwelling unit.
 - (3) 911 Address Required. The accessory dwelling unit shall have an established 911 address that is separate from the 911 address of the existing single-family dwelling. An application for a 911 address shall be required to be submitted for all accessory dwelling units prior to issuance of the zoning permit for an accessory dwelling unit.
 - (4) Size and Other Design Standards.
 - a. The accessory dwelling unit shall not exceed 1,200 square feet in gross floor area. This does not include finished or unfinished basements.
 - b. The accessory dwelling unit shall have a paved or gravel access leading to the parking for the unit, unless the accessory dwelling unit shares parking with the existing single-family dwelling. A separate garage for an accessory dwelling unit shall not be larger than 600 square feet.
 - c. There shall not be more than one accessory dwelling unit per parcel, tract, or lot.

- d. The accessory dwelling unit shall meet all applicable bulk requirements for single-family dwellings within the zoning district, including for setbacks and height.
- e. The accessory dwelling shall contain at least one window on an exterior wall in every bedroom that is no smaller than 5.7 square feet.

(5) Conversion of Existing Accessory Structures.

- a. Existing accessory structures conforming to the bulk requirements for single-family dwellings in Table 86-2 shall be permitted to be converted to an accessory dwelling unit.
- b. Overhead doors, or garage doors, shall be removed from structures being converted to Accessory Dwelling Units and shall be replaced with a new, matching facade. This requirement only applies to the portions of a structure being converted to living space for the accessory dwelling unit.

(6) Division of land. The division of land to separate the accessory dwelling unit onto a separate parcel, lot, or tract than the existing single-family dwelling unit shall not be permitted.

5. Bulk Requirements. The bulk requirements listed in Table 86-5 shall apply to all development within the R-1 Transitional Residential District.

Table 86-5 - Bulk Requirements - R-1 District

Permitted Uses	Minimum Lot Area (Net)	Front Setback (Min.)	Side Setback (Min.)	Side Setback Corner Lot (Min.)	Flag Yard Setback (Min.)	Rear Setback (Min.)	Lot Width (Min.)	Structure Area (Min.)	Maximum Structure Height
Single-Family Dwelling	35 acres	50 feet	10 feet	37½ feet	20 feet	40 feet	100 feet	400 square feet	40 feet
Single-Family Dwelling - 35-acre exception met	1 acre	50 feet	10 feet	37½ feet	20 feet	40 feet	100 feet	400 square feet	40 feet
Other Permitted Uses	No minimum**	50 feet	50 feet	50 feet	50 feet	50 feet	100 feet	No minimum	40 feet
Accessory Structures	No minimum	50 feet	10 feet	37½ feet	20 feet	2 feet*	No minimum	No minimum	40 feet

- * 5 feet from alley lines
- ** may be specified through a conditional use permit

86.08 R-2 URBAN RESIDENTIAL DISTRICT.

3. Permitted Accessory Uses. The following are permitted accessory uses in the R-2 Urban Residential District.

An accessory dwelling unit conforming to the requirements specified herein:

- (1) Zoning Permit Required. A zoning permit shall be submitted for any accessory dwelling unit, including when an existing single-family dwelling or accessory structure is modified to create an accessory dwelling unit therein.
- (2) Wastewater and Water facilities. The accessory dwelling unit shall be provided with wastewater and water facilities. A septic permit application shall be required to be submitted to the Environmental Health Department for all accessory dwelling units, including when an existing single-family dwelling or accessory structure is modified to create an accessory dwelling unit therein, prior to issuance of the zoning permit for an accessory dwelling unit.
- (3) 911 Address Required. The accessory dwelling unit shall have an established 911 address that is separate from the 911 address of the existing single-family dwelling. An application for a 911 address shall be required to be submitted for all accessory dwelling units prior to issuance of the zoning permit for an accessory dwelling unit.
- (4) Size and Other Design Standards.
 - a. The accessory dwelling unit shall not exceed 1,200 square feet in gross floor area. This does not include finished or unfinished basements.
 - b. The accessory dwelling unit shall have a paved or gravel access leading to the parking for the unit, unless the accessory dwelling unit shares parking with the existing single-family dwelling. A separate garage for an accessory dwelling unit shall not be larger than 600 square feet.
 - c. There shall not be more than one accessory dwelling unit per parcel, tract, or lot.
 - d. The accessory dwelling unit shall meet all applicable bulk requirements for single-family dwellings within the zoning district, including for setbacks and height.
 - e. The accessory dwelling shall contain at least one window on an exterior wall in every bedroom that is no smaller than 5.7 square feet.
- (5) Conversion of Existing Accessory Structures.
 - a. Existing accessory structures conforming to the bulk requirements for single-family dwellings in Table 86-2 shall be permitted to be converted to an accessory dwelling unit.

b. Overhead doors, or garage doors, shall be removed from structures being converted to Accessory Dwelling Units and shall be replaced with a new, matching facade. This requirement only applies to the portions of a structure being converted to living space for the accessory dwelling unit.

(6) Division of land. The division of land to separate the accessory dwelling unit onto a separate parcel, lot, or tract than the existing single-family dwelling unit shall not be permitted.

5. Bulk Requirements. The bulk requirements listed in Table 86-6 shall apply to all development within the R-2 Urban Residential District.

Table 86-6 - Bulk Requirements - R-2 District

Permitted Uses	Minimum Lot Area (Net)	Front Setback (Min.)	Side Setback (Min.)	Side Setback Corner Lot (Min.)	Flag Yard Setback (Min.)	Rear Setback (Min.)	Lot Width (Min.)	Structure Area (Min.)	Maximum Structure Height
Single-Family Dwelling:									
Private Systems	25,000 square feet	40 feet	10 feet	25 feet	20 feet	35 feet	90 feet	400 square feet	40 feet
Common Systems	10,000 square feet	30 feet	10 feet	25 feet	20 feet	35 feet	80 feet	400 square feet	40 feet
Other Permitted Uses:									
Private Systems	no minimum	40 feet	35 feet	25 feet	35 feet	35 feet	90 feet	no minimum	40 feet
Common Systems	no minimum	30 feet	35 feet	25 feet	35 feet	35 feet	80 feet	no minimum	40 feet
Accessory Structures:									
Accessory Structures	no minimum	same as required front	same as required side	25 feet	same as required flag	2 feet*	no minimum	no minimum	25 feet
* 5 feet from alley lines									



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

Road Department
Quarterly Board Report
1-10-2023

Maintenance Work Update:

This winter started out fairly mild so we were able to get some additional road maintenance projects completed along with some brush cutting. The last few weeks added more snow and wind which required trucks and motor graders to be out plowing. If this continues, the high cost of diesel fuel and overtime could have some big impacts on our budget. Our crews worked every day over the Christmas holiday except for Christmas day. Due to the sustained winds, Thursday and Friday required trucks and motor graders to work together to try to keep the pavements open but we still ended up with about 30 vehicles stuck in drifts, mostly on the gravel roads. We have also been having some issues with truck repairs and getting parts to fix the trucks. We have had five trucks down at the same time but one truck has been down for four months waiting for a part to repair it. We also had a front tire blow up that did \$13,000 damage to a tandem truck that is still down for repair.

Construction Project Updates:

10 projects planned in 2023:

	<u>Cost</u>	<u>Status</u>
E57 Kelley Asphalt Overlay	\$ 851,000 - FM	Jan. DOT Let
GW Carver Asphalt Overlay	\$ 663,000 - FM	Jan. DOT Let
S14 Bridge	\$ 575,513 - SWAP	Let
Palestine 15 Bridge	\$ 600,000	Jan 24 Let
Indian Creek 9 Box	\$ 120,000	Jan 10 Let
Collins 23 Box	\$ 122,000	Jan 10 Let
Lincoln 36 Box	\$ 135,000	Jan 10 Let
Union 32 Box	\$ 170,000	Jan 10 Let
Milford 8 Box	\$ 74,708 - FM	Let
Sherman 24 Box	\$ 154,404 - FM	Let

Construction Project Design:

- 220th St. (13th St.) paving: R.I.S.E. – Project is still on hold due to r.o.w. acquisition issues. Verbio damaged the gravel road while performing construction in wet conditions this spring and fall. We have informed the City of Nevada that we will stop maintaining the city portion of 220th until Verbio stops damaging the roadway with construction work in wet conditions.
- We are working with the City of Maxwell to apply for funding through the City Bridge Program with the DOT in order to replace the two shared bridges on 325th St. We have already contracted with WHKS for the bridge design. The City sent in the required forms to the DOT to get the bridge on the funding list but we will not find out if it is funded until next summer.

E-57 Culvert:

We discovered a culvert under the E-57 pavement near Hwy 69 that needed replacement and needed to be bored. The pipe bore was finally completed late in the fall by the contractor. Our crews will need to finish extending the outlet of the pipe next year.

2023 Contract Maintenance Projects:

- Contract Rock Hauling, North central part of the county: \$700,000
- Asphalt crack sealing, R77, E41, S27, S14: \$120,000
- Pavement markings: \$100,000, delayed due to paid shortage
- Culvert UV liner E29: \$40,000

E29 Driveway Culvert:

Late this fall we discovered a large 60" metal driveway culvert pipe that was failing on E29 near Dayton Ave. The pipe is over 200' long and will be difficult to replace for many reasons. We are still trying to determine if we can perform the work in house but this is going to be an unbudgeted expense.

FY23 Budget:

We have a number of budget items that are running high this year due to the large price increases that we are seeing. Some of these items include fuel, equipment, tires, metal culverts, and all construction projects. We were just notified of another 15% increase in rock prices. This will be a 32% increase in two years. High inflation is going to impact our budget more than most other departments and the fuel tax is not adjusted for inflation so we are going to have to look for other possible sources of funding.

Dump Truck Orders:

We finally received our single axle truck that was ordered in February of 2021 and the mechanic service truck that was budgeted last FY. We have another tandem axle truck ordered that we may not see until FY2024. We are looking at possible ways to get trucks ordered before the budget is approved for the next year so that we can actually receive the trucks in the year that they are budgeted. Current lead time is 1.5 to 2 years.

Equipment Budget:

We are having a difficult time finding and supplier that will order a sign truck chassis for this FY so we may have to carry this expense over to next year. We have also seen a large increase in the cost of equipment that was purchased this FY. To make up for some of this cost overrun, we have delayed the purchase of two pickup trucks that were budgeted.

Bridge Inspections:

WHKS is about half way done with bridge inspections that are due this winter. We were notified of one bridge in Collins 23 that needed an immediate reduced load posting due to a crushing wood pile. We were able to get this pile repaired the next day and this bridge is scheduled for replacement this summer. At our annual conference last week we also learned of many new federal bridge inspection requirements that are going to result in more work and our next bridge inspection in two years is going to be much more costly due to these new requirements (more input data and rating for fire trucks).

New Federal Transportation Bill: -Infrastructure Investment and Jobs Act – IIJA

-ICEA Grants Committee has met several times, Grant Coordinator job has been filled.

--SS4A: (Safety) Submitted application for Safety Action Plans.

--BIP: (Bridge) ICEA resubmitted last year's bridge application that was not approved, (8 bridges \$47 mil). No Story County bridges were in this application.

--Starting to gather Road and Bridge projects for next application period.

--RAISE: (Bridge) Iowa application will include 8 bridges, none in Story County.

2022 Iowa Legislation:

HF 2130: All-Terrain Vehicles

- Story County has already seen one fatality and an increase in gravel road damage at intersections due to ATV use. New law does not require any action to be taken.

SF 2376: All Systems Permit and Heavier Loads

- Allows 12% increase over current allowable weights, need to rerate bridges again.
- By 2025, county must participate in All Systems Permit, hard to implement
- We plan to just put our paved system on the permit for now so that we don't have to rerate all of our bridges on gravel roads. Permit went into effect on January 1st but I do not know how long it will take for the DOT to map our approved routes.

City of Ames Construction:

The City of Ames closed 580th Ave. just north of Lincoln Highway for utility expansion. This closure has lasted longer than planned. Lincoln Highway is now closed at the same time and this closure could last many months. Detour traffic is encouraged to use 18th St. or 600th Ave. to get to Hwy 30 and not the gravel roads in the area.

City of Nevada Construction:

Nevada has started the sewer line construction south of Nevada. They plan to close 270th St. east of S14 today in order to install the road crossing. They have two days to complete the work and get the road back open.

DOT Construction:

- The DOT will be starting a Hwy 30 pavement reconstruction project this year east of S27 on the eastbound lanes for 4 miles over to Colo. This will require the closure of some of the county road intersections south of Hwy 30 during construction.
- Work is also scheduled to start on the S14 bridge over Hwy 30 and the 580th Ave. interchange project this year.

Drainage Districts:

DD #83, had a request from Hertz Farm Management to replace some 8" district tile. After looking at it with them it was determined that 1300' of 12" needed replaced so I have turned this project over to Bolton and Menk to oversee.

Five Year Construction Program Workshop:

I will be contacting the board soon about a date in late February to hold a workshop. We usually hold this on a Tuesday afternoon.

Job Openings:

The Design Engineer position and the Engineering Technician position were both filled in-house so we may hold off on filling the open Lead Technician position for now.

I plan to bring a proposal to the board to increase our summer help wage. It is currently at \$15/ hr. We only had one applicant last year so we need to attract more applicants.

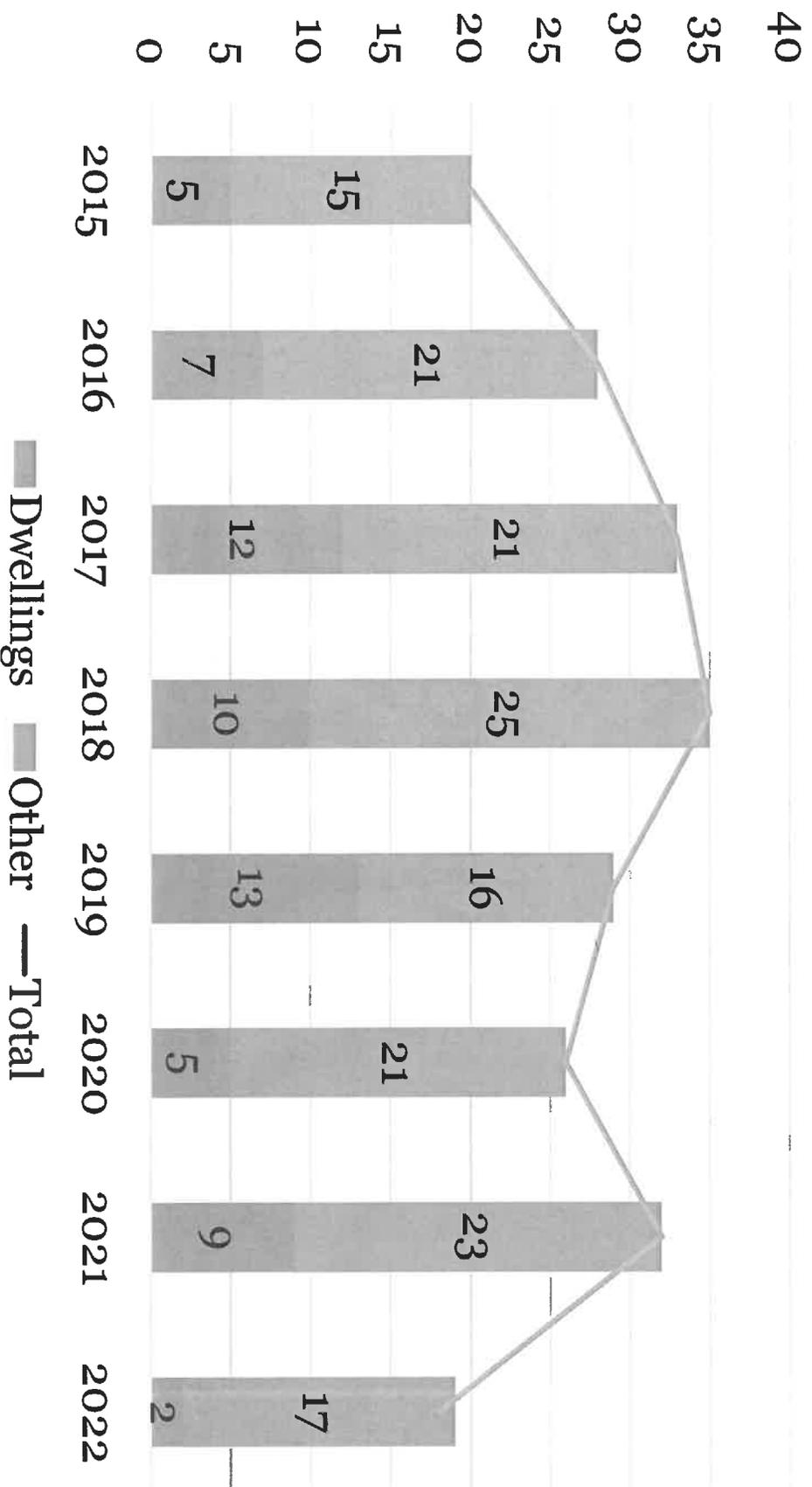


Board of Supervisors

**Planning and Development Department
Quarterly Report—Fourth Quarter 2022**

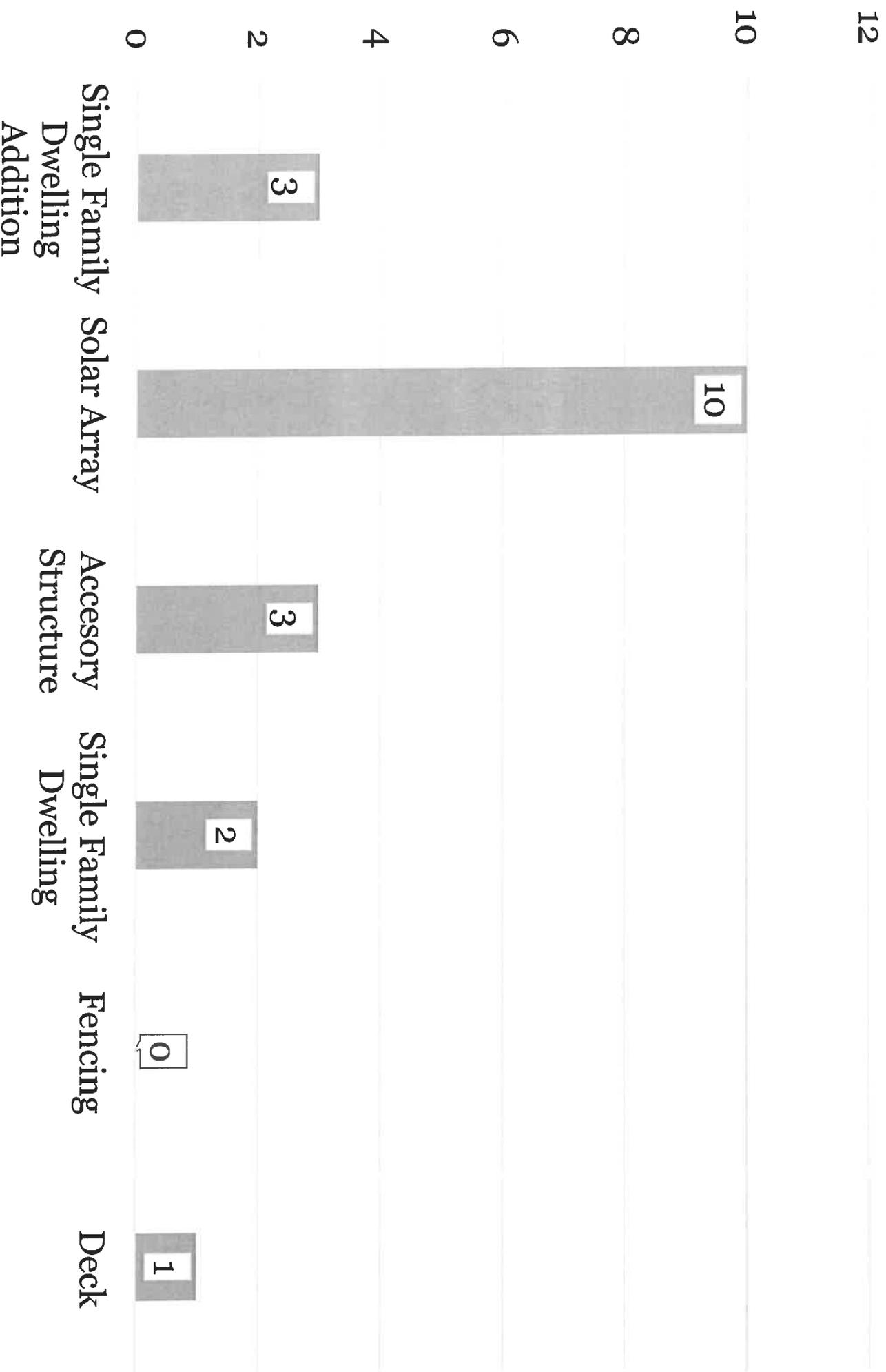
Tuesday, January 10, 2023

Fourth Quarter Preliminary Zoning Permits Compared by Year

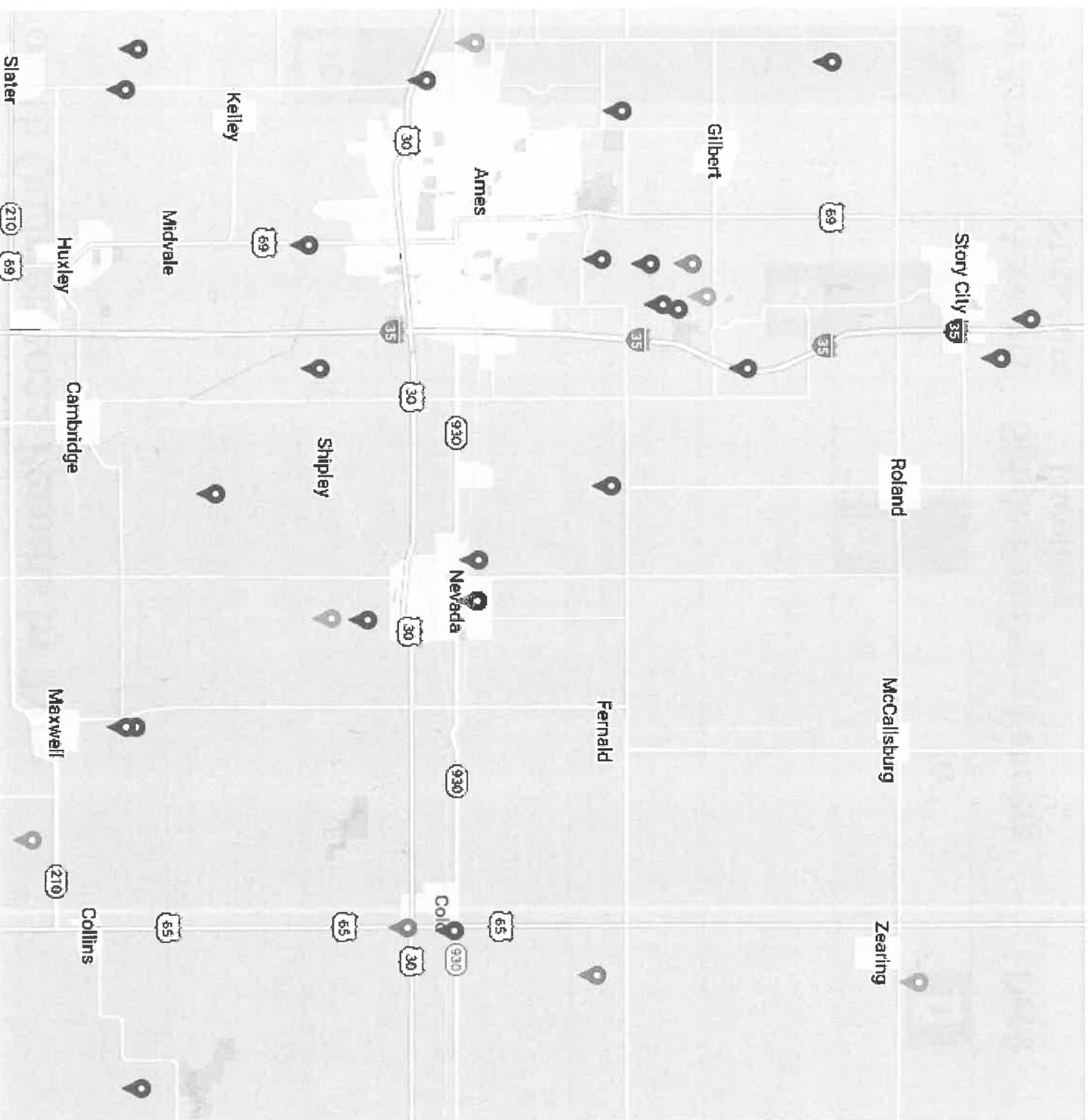


- 2020 fourth quarter average dwelling value: \$170,094
- 2021 fourth quarter average dwelling value: \$255,729
- 2022 fourth quarter average dwelling value: \$316,923

Fourth Quarter 2022 Permits by Type



Map of Fourth Quarter Permits Issued

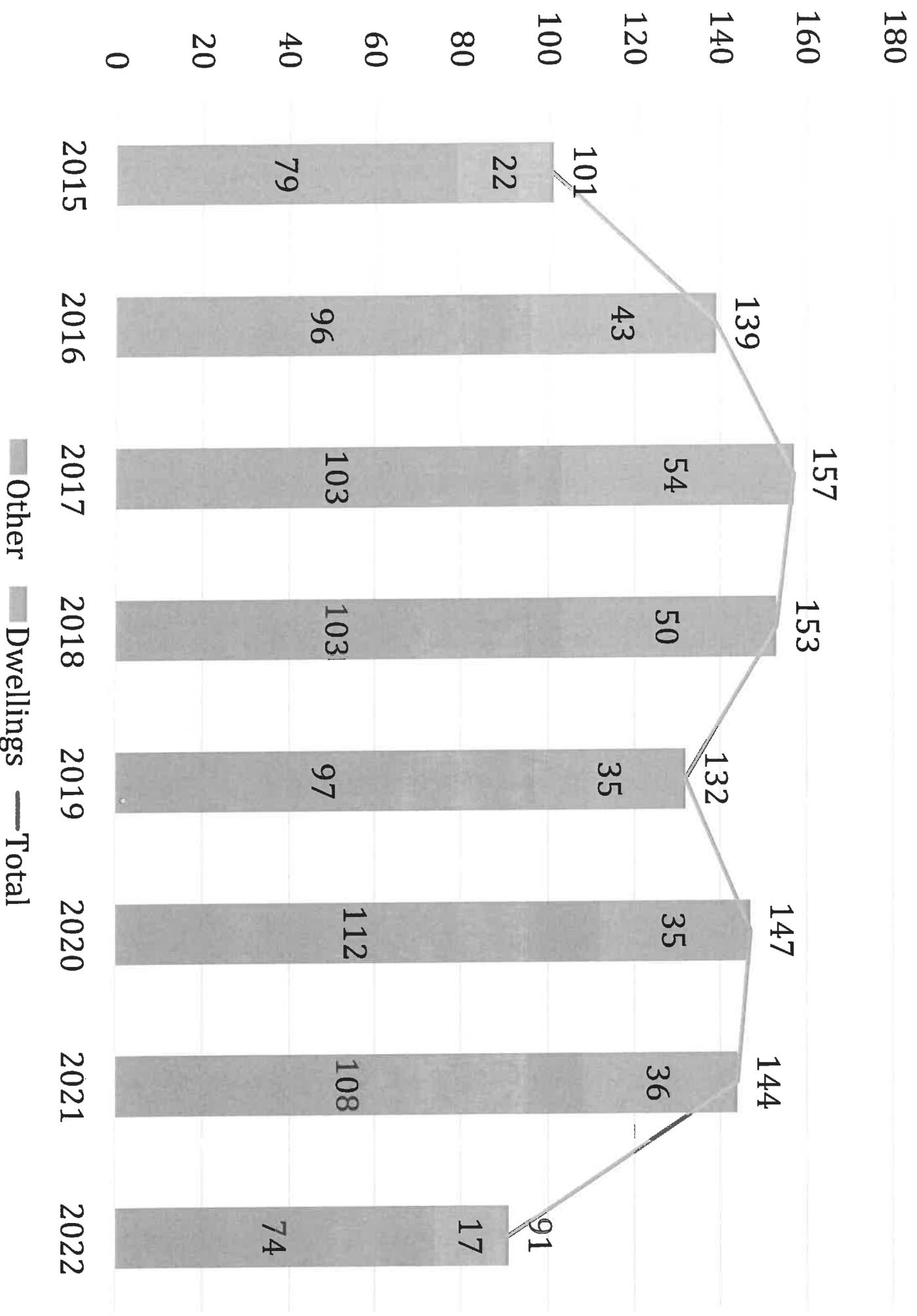


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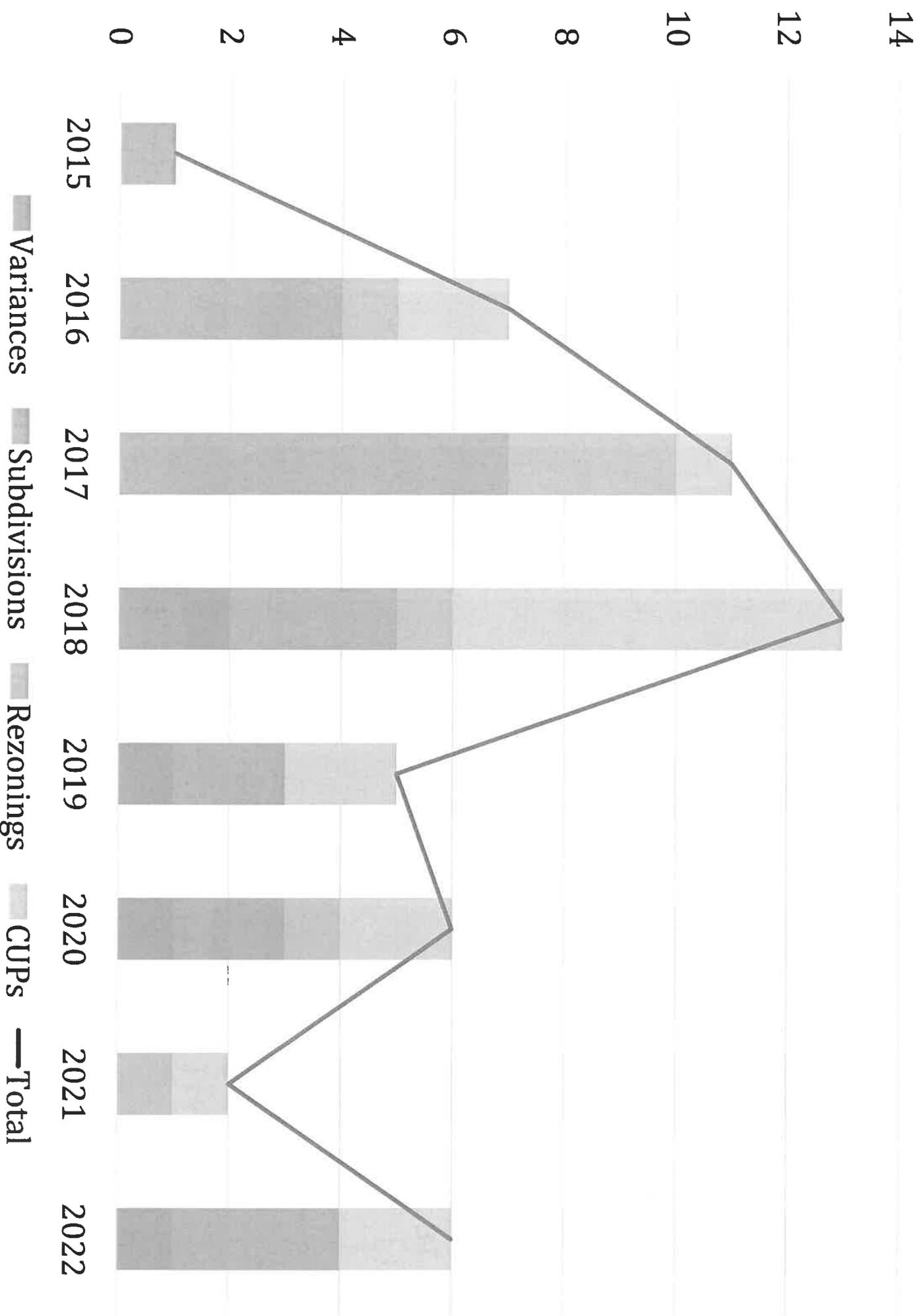


- Grading Permit
- Property Research
- External Sign (Free-Standing)
- Wall Sign
- 941 Permit
- All Others
- Conceptual Review
- Residential

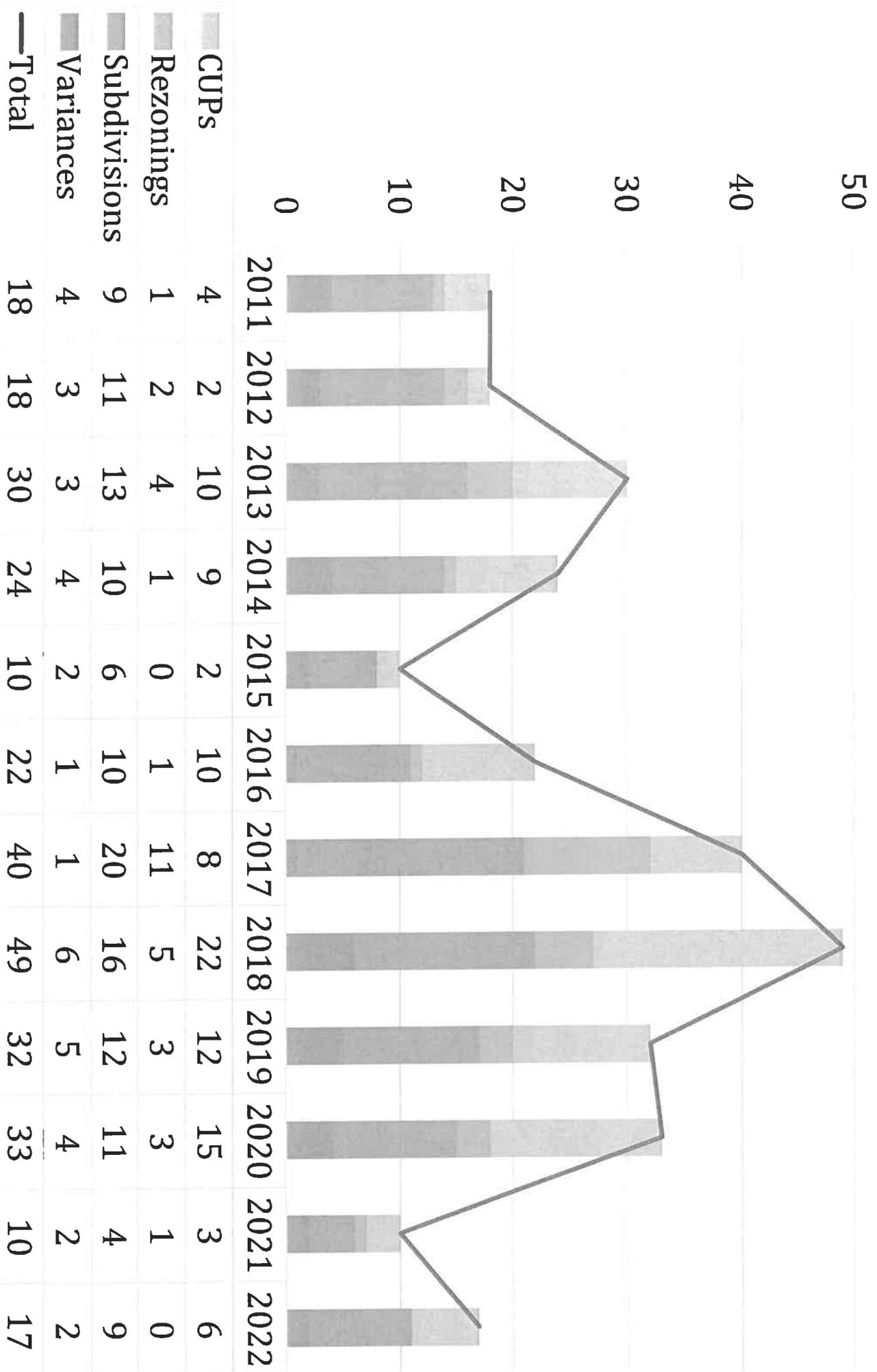
Annual Zoning Permits Issued 2015-2022



Fourth Quarter Development Cases 2015-2022



60 Annual Development Cases by Type 2011-2022



Other Fourth Quarter Activities

- **Development cases included a conditional use permit for a new Alliant Energy Substation, serving Roland and McCallsburg, and a new bed and breakfast and event venue (18050 Homestead) outside of Huxley**
- **Text Amendments for ADUs, Pipeline Ordinance, and Adaptive Reuse of Historic Barns**
- **Ongoing work on Ames Urban Fringe Plan, Emergency Debris Management Site, Natural Resources Ordinance, Code Compliance Office Position, and updates to the Home Business Ordinance**



Board of Supervisors

Story County, Iowa

Policy Name: ROAD CROSSING FOR MANURE APPLICATION USING HOSES OR PIPELINE

Approval Date:

__/__/____

Effective Date:

__/__/____

Revision No:

--

Reference: BOS Minutes: __/__/__

Initially Adopted: __/__/__

Distribution: (County Website, Intranet, S:drive; and Policy Book)

The purpose of this policy is to provide a guideline for response to requests to cross Story County (County) roads with hoses or pipelines for application of liquid manure from livestock facilities.

This policy is intended only for hoses and pipelines directly across County roads. It is not to be interpreted to allow the placement of hoses or pipelines in County road right-of-way in lieu of easements on private property.

The Applicant must meet the following conditions:

1. Applicant shall complete a Story County Road Crossing for Manure Application Permit form and submit it to the Story County Engineer's Office. Attachments to said Permit Application shall include a map showing the requested location and spill prevention and control plan. The spill prevention and control plan should specify which drainage facilities will be protected from a potential liquid manure spill and how they will be protected. If the Applicant plans to hire a contractor for the pumping operation, the contractor's information shall be provided on the permit form.
2. The Story County Engineer (Engineer) will review the Permit Application and visit the proposed site to determine if existing drainage facilities may be utilized for the crossing. If existing drainage facilities are not appropriate for the crossing, the Engineer will then determine if a new road crossing is appropriate. If existing drainage facilities and a new road crossing are not appropriate, the Permit Application will be denied. If the Engineer determines that an existing drainage facility can be utilized for the crossing but a new crossing is a better option, the crossing shall be made through a new crossing.
3. New crossings shall be constructed with corrugated metal pipe or Schedule 40 PVC or better – Minimum 15" diameter.
4. Story County Secondary Roads Department (Secondary Roads) will furnish and install the culvert for a new crossing. Applicant shall reimburse Secondary Roads for all costs of the culvert and installation. Secondary Roads also has the option to direct the

Applicant to hire and pay for a qualified contractor to furnish and install the culvert according to the provisions in the crossing permit.

5. Secondary Roads will maintain the culvert for a new crossing. Applicant shall reimburse Secondary Roads for all costs of the maintenance.
6. Applicant is responsible for all costs in connection with any manure spills.
7. Crossing of non-paved roads may be open cut, but crossing of paved roads shall be bored at the expense of the Applicant.
8. Notification shall be made to the Story County Engineer's Office not less than 48 hours prior to any time that Applicant plans to use County road right of way for manure application. Applicant shall have a valid certificate of insurance in the amount of \$750,000 on file with the Story County Engineer's Office before manure application may be started.
9. Hoses will not be allowed to run parallel with the road in the road right-of-way, they must be placed out on private property. It is the responsibility of the Applicant to gain permission from private property owners to use their property.
10. Applicant shall remove hoses or pipelines from the crossing culvert and County road right-of-way within 48 hours following each use of the hose or pipeline for application. Pumping operations shall cease during rainfall and hoses will not be left in culverts during rainfall.
11. Laying a hose or pipeline across the top of the road will not be allowed at any time.
12. In all circumstances couplers must not be located within the road right-of-way and pumping equipment shall not be allowed in the right-of-way.
13. Applicant's failure to comply with any of the conditions above or their spill prevention and control plan will result in the revocation of their permit.
14. The above Policy will continue in effect until modified or revised by further Story County Board of Supervisors action.

Approved this Xth day of February, 2023

Chair, Board of Supervisors

Attest: _____
County Auditor

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

ALLOWED BY VOTE OF THE BOARD

Yea ___ Nay ___ Absent ___

CHAIRPERSON

Above tabulation made by _____

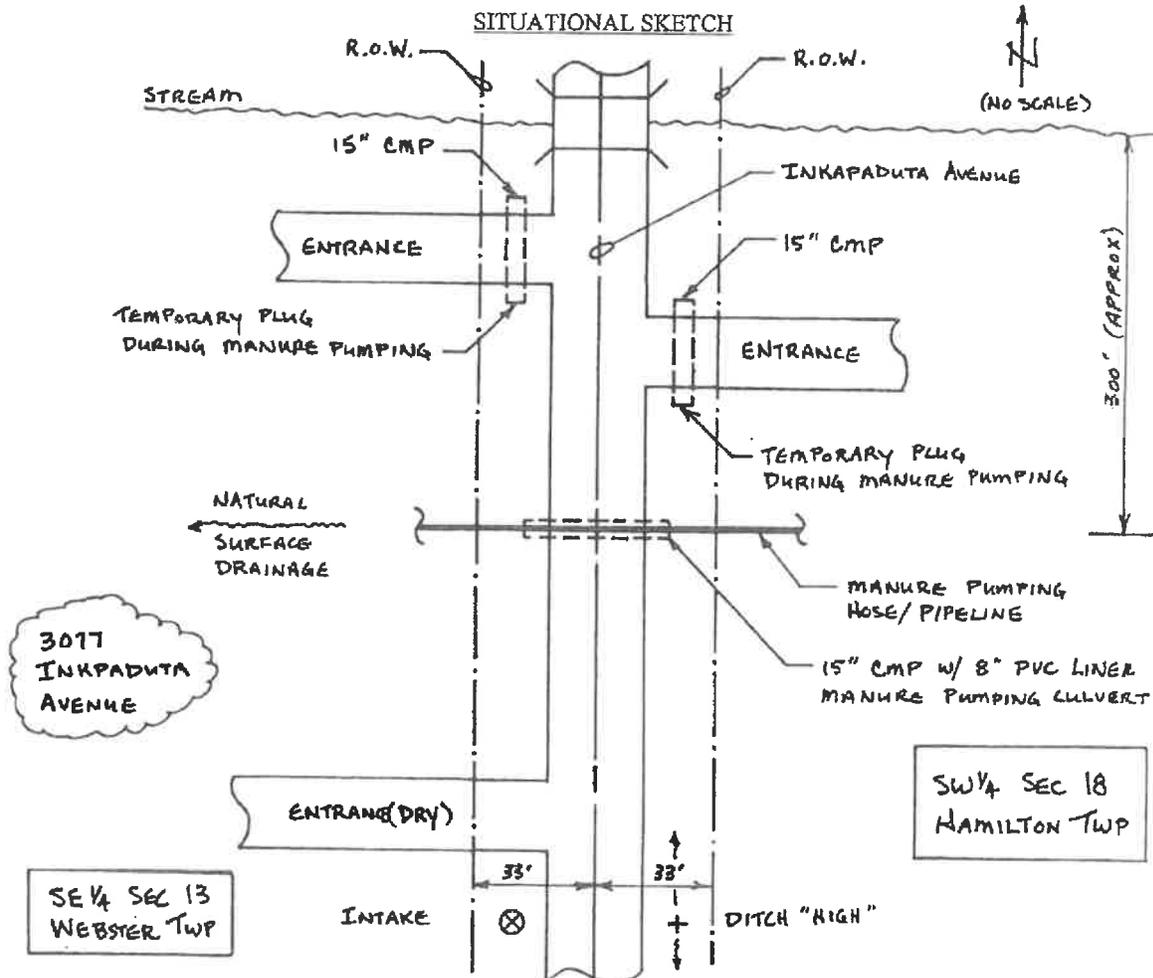
SAMPLE

MANURE SPILL PREVENTION AND CONTROL PLAN ROAD CROSSINGS FOR MANURE APPLICATIONS USING HOSES OR PIPELINES Location: 3077 Inkpaduta Avenue

Manure hoses and pipelines located within an area that could affect the road right-of-way will be inspected daily for excessive wear and possible leak sources. Possible leak sources shall be repaired immediately upon discovery and pumping shall cease until the repairs are made. When available, flow meters or pressure meters on the applicator will be utilized to monitor whether a leak or spill is occurring. The road right-of-way will be inspected for evidence of manure spills or leaks twice a day. An adequate supply of spill containment and remediation materials, such as sand bags, absorbents, etc., shall be readily available to this site.

A stream is located approximately 300' north of the manure pumping culvert. However, during manure pumping, it will be isolated from any potential manure leak or spill by temporarily plugging the south ends of the entrance culverts located north of the manure pumping culvert in both ditches - thus containing the leak or spill from spreading to the north. A potential manure leak or spill will also be contained from spreading south by a dry entrance in the west ditch and a ditch "high" in the east ditch. The ditch "high" in the east ditch is higher than the elevation of the top of the backslope at the west end of the manure culvert. Therefore, if a leak or spill occurred within the road right-of-way, it would be contained within the road right-of-way to the elevation of the top of the backslope at the west end of the manure culvert and any overflow over that point would flow to the west into a low area on private property at the 3077 Inkpaduta Avenue site. No intakes or drainage facilities on the road right-of-way will be compromised by a potential manure spill or leak at this site.

If a rain storm event occurs during manure pumping to the extent that surface runoff starts to pool behind the temporarily plugged entrance culverts, manure pumping shall cease and the temporary plugs shall be removed until the surface runoff is adequately drained, at which time the entrance culverts can be re-plugged and manure pumping may resume.



SAMPLE

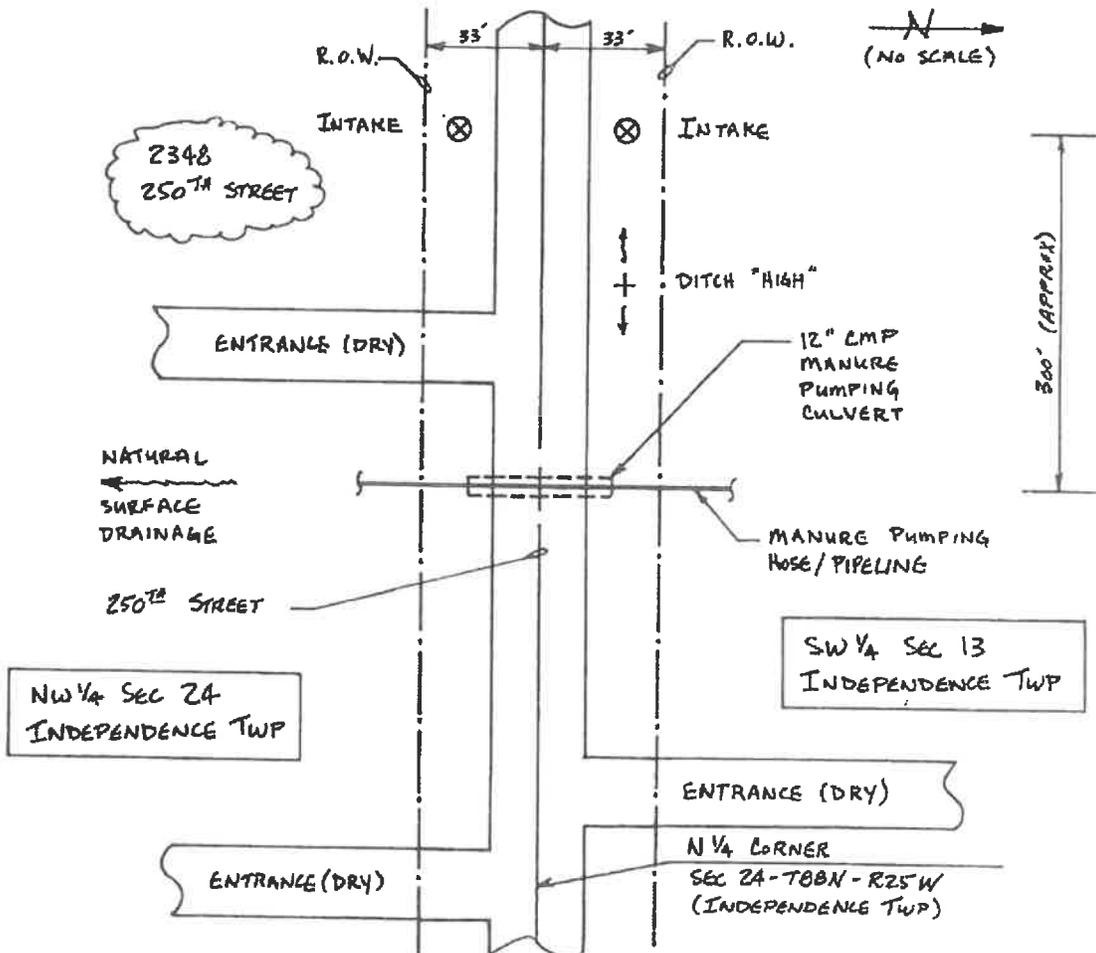
MANURE SPILL PREVENTION AND CONTROL PLAN ROAD CROSSINGS FOR MANURE APPLICATIONS USING HOSES OR PIPELINES Location: 2348 250th Street

Manure hoses and pipelines located within an area that could affect the road right-of-way will be inspected daily for excessive wear and possible leak sources. Possible leak sources shall be repaired immediately upon discovery and pumping shall cease until the repairs are made. When available, flow meters or pressure meters on the applicator will be utilized to monitor whether a leak or spill is occurring. The road right-of-way will be inspected for evidence of manure spills or leaks twice a day. An adequate supply of spill containment and remediation materials, such as sand bags, absorbents, etc., shall be readily available to this site.

This site is situated such that the area of the manure pumping culvert surface drains from the road right-of-way into the field to the south. The south ditch at the culvert is contained by dry field entrances on either side of the culvert. The north ditch at the culvert is contained by a dry field entrance on the east side of the culvert and a ditch "high" on the west side of the culvert. It appears that the elevation of the ditch "high" is higher than the top of the backslope at the south end of the culvert. Therefore, if a leak or spill occurred within the road right-of-way, it would be contained within the road right-of-way to the elevation of the top of the backslope at the south end of the culvert and any overflow over that point would flow to the south into a low area on private property. Although the intake located in the north ditch approximately 300' to the west of the manure pumping culvert is isolated from the manure pumping culvert by the ditch "high", it shall be temporarily plugged during manure pumping.

If a rain storm event should occur during manure pumping to the extent that surface runoff starts to pool behind the temporarily plugged intake, manure pumping shall cease and the temporary plug shall be removed until the surface runoff is adequately drained, at which time the intake can be re-plugged and manure pumping may resume.

SITUATIONAL SKETCH



Manure Crossing Permit No. _____

Expiration Date _____

PERMIT APPLICATION FOR ROAD CROSSING FOR MANURE APPLICATION USING HOSES OR PIPELINE IN STORY COUNTY, IOWA

This permit application form is to be used in conjunction with STORY COUNTY POLICY – ROAD CROSSINGS FOR MANURE APPLICATION USING HOSES OR PIPELINE (effective February XX, 2023).

_____ (Applicant) applies for a permit to enter upon

Story County right-of-way and cross under a Story County secondary highway with a hose or pipeline to apply liquid manure from livestock facilities.

Applicant Name: _____ Tele. #: _____

Address: _____ Cell #: _____

City, State, Zip: _____

E-Mail Address: _____

Location (Section, Township, Range): _____

Location (E-911 System): _____

Contractor Name: _____ Tele. #: _____

(If different from applicant)

Address: _____ Cell #: _____

City, State, Zip: _____ Fax #: _____

Brief Description: _____

Approximate Duration _____ Pumping Rate (if known) _____

The items below must also be attached to this permit application form:

- A map showing the location of the requested crossing
- A spill prevention and control plan that, at a minimum specifies which drainage facilities will be protected from a potential liquid manure spill and how they will be protected.

PERMIT PROVISIONS

1. The Applicant does hereby agree to hold harmless, indemnify, and defend Story County, its Supervisors, Officers, Employees, and Agents, against any and all claims, losses, damages, or law suits for damages, arising from, allegedly arising from, or related to the use of Story County's right-of-way by the Applicant under this permit.
2. Story County will issue a permit and inspect site (if needed) prior to construction. Upon completion, Story County will approve the construction area to insure the work was completed as specified by the County Engineer and that the site has a neat appearance and shaped in such a way that no water will run onto the traveled portion of the roadway or disturb the traveled portion of the roadway.
3. If construction is not completed as specified by the County Engineer, the contractor will be given one opportunity to make the necessary corrections within a ten (10) day period or Story County will make the necessary corrections and bill all expenses to the applicant.
4. In order to protect himself/herself, as well as Story County, under the indemnity agreement provision, hereinabove set forth, the Applicant does agree to have a general liability insurance policy in the amount of not less than \$750,000 in force at all times. A Certificate of Insurance shall be provided to the Story County Engineer's Office prior to any work commencing.
5. The contractor shall notify Iowa One Call at 1-800-292-8989 at least 48 hours prior to work and protect existing utilities. The contractor is responsible for any damages as a result of their work in the right-of-way.
6. Traffic control devices, procedures, layouts, signing, and pavement markings installed within the limits of this permit shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" as adopted by the DOT per 761 of the Iowa Administrative Code chapter 130.
7. Notification shall be made to the Story County Engineer's Office not less than forty-eight (48) hours prior to the time that the Applicant plans to use Story County right-of-way for manure application.

8. The Applicant shall remove hoses or pipelines from the crossing and Story County right-of-way with forty-eight (48) hours following the completion of each use of the hose or pipeline for application.
9. Areas within Story County right-of-way damaged during the application of manure shall be repaired and restored to at least its former condition by the Applicant or the cost of the repair work caused to be performed by Story County will be assessed against the Applicant.
10. Applicant is responsible for all costs in connection with any manure spills in the applications covered by this permit.
11. If a new crossing is required for this permit, and it may become necessary for Story County to relocate or remove such crossing to conform to new grades, alignment or widening of right-of-way resulting from maintenance or construction operations for road improvements, the Applicant shall be responsible for all costs associated with such relocation or removal.
12. Applicant's failure to comply with any of the provisions above, the Story County Policy -- Road Crossings for Manure Application Using Hoses or Pipeline (effective February XX, 2023), or Applicant's spill prevention and control plan will result in the revocation of this permit.

_____ Date _____
(Applicant's Signature)

PERMIT APPROVED BY:

_____ Date _____
Story County Engineer

FINAL SITE APPROVAL BY:

_____ Date _____
Story County Engineer