

October 20, 2003

The Mahaska County Board of Supervisors met on the above date at 9:00 a.m. in the third floor conference room of the Mahaska County courthouse. Present were the following board members: Greg Gordy, Lawrence Rouw and Henry W. VanWeelden. Also present were the following: Christine Ahrens, KBOE Radio; Terry Brady, Eddyville Mayor; Joel Akason, Oskaloosa Chamber of Commerce; Michelle Moore, Mahaska County Agricultural and Rural Development Committee; Joleen Arnold, Sharon Watson, Chris VanWyk, CPC Dept; Jim VanderBeek and Amy Davis from Proline Co.Inc.; Jerry Nusbaum, County Engineer; Miranda Pearson, Oskaloosa Herald; Kay Swanson, Mahaska County Auditor.

Chairman Gordy called the meeting to order with a moment of silence.

It was moved by Rouw seconded by VanWeelden to approve the agenda. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to approve the minutes for September 22nd and October 6th. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to approve the bills for September in the amount of \$995,913.58 and payroll in the amount of \$413,953.31. All present voted aye. Motion carried.

Michelle Moore from the Mahaska County Rural and Agricultural Committee gave her monthly report for the month of September. A written copy will come at the end of the week.

It was moved by VanWeelden seconded by Rouw to approve the quarterly reports for the Auditor and Sheriff for 1st quarter of 2003-2004. All present voted aye. Motion carried.

The matter of courthouse space was discussed. No decisions were made at today's meeting.

It was moved by VanWeelden seconded by Rouw to approve the Veteran Affairs Commission Report for September 2003. All present voted aye. Motion carried.

Jim VanderBeek, President and Amy Davis, Human Resources Director of ProLine Co., Inc. discussed with the board the possibility of applying for RISE funds for a road improvement for their property along Hwy 63 North just south of New Sharon. They will come back at the November meeting with more details.

It was moved by VanWeelden seconded by Rouw to sign the letter of support with the City of Fairfield to be sent to the Governor for the closing of one lane of Highway 163 between Oskaloosa and Monroe on the day of the 150th Anniversary Horse

Caravan to the State Fair grounds. 2004 will be the 150th Anniversary of the State Fair. All present voted aye. Motion carried.

It was moved by VanWeelden seconded by Rouw to appoint the following to the Solid Waste Management Commission for terms beginning November 2003: Alan DeBruin; Peggy Wright; Mark Jackson and Greg Gordy. All present voted aye. Motion carried.

The County Shop at Beacon was sold at auction on Saturday October 18, 2003. The building and lot sold for \$32,500.00. It was moved by Rouw seconded by VanWeelden to approve the sale of the property to William Chambers Trucking & Excavating and to authorize the chairman to sign the deeds. All present voted aye. Motion carried. The legal description for this property is Lots 139 and 140 of Original Plat to the town of Beacon.

It was moved by Rouw seconded by VanWeelden to approve the following agreement to authorize the use of Federal STP funds to improve part of G5T beginning near Pella thence northeasterly 4.5 miles. All present voted aye. Motion carried.

**IOWA DEPARTMENT OF TRANSPORTATION
SURFACE TRANSPORTATION PROGRAM (STP) PROJECT
AGREEMENT FOR FEDERAL-AID**

RECIPIENT: Mahaska County
PROJECT NO.: STP-S-CO62(46)--5E-62
IOWA DOT
AGREEMENT NO.: 03-5-STPS-004

This is an agreement between the Mahaska County (hereinafter referred to as the RECIPIENT) and the Iowa Department of Transportation (hereinafter referred to as the DEPARTMENT). Iowa Code Sections 306A and 307.44 provide for the RECIPIENT and the DEPARTMENT to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds. The RECIPIENT proposes a Surface Transportation Program (STP) project for funding under Sec. 133 (b) of Title 23, United States Code.

The Transportation Equity Act for the 21st Century (TEA-21), enacted in 1998, reestablished the Surface Transportation Program (STP). Federal regulations provide that the STP funds are to be administered by the DEPARTMENT.

The OMB (Office of Management and Budget) Circular A-133 requires the RECIPIENT to report the CFDA (Catalog of Federal Domestic Assistance) number and title on all Federal-Aid Projects. The RECIPIENT will use CFDA #20.205 and title, "Highway Planning and Construction" for this project. This information should be reported in "The Schedule of Expenditures of Federal Awards".

Pursuant to the terms of this agreement, applicable statutes, administrative rules, and Programming by the Department and the Area 15 Regional Planning Commission, the DEPARTMENT agrees to provide STP funding to the RECIPIENT for the authorized and approved costs for eligible items associated with said improvements.

In consideration of the foregoing and the mutual promises contained in this agreement, the parties agree as follows:

1. The RECIPIENT shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the DEPARTMENT and the RECIPIENT's contact person. The DEPARTMENT'S contact person shall be the District 5 Local Systems Engineer. The RECIPIENT's contact person shall be the Mahaska County Engineer.
3. The RECIPIENT shall be responsible for the development and completion of the following described STP project:

PCC Overlay on G5T from near Pella northeasterly 4.5 miles.
4. The RECIPIENT shall receive reimbursement of Federal STP funds for authorized and approved project costs of eligible items. The portion of the eligible project costs paid by Federal STP funds shall be limited to a maximum of either 80 percent of eligible costs or the amount stipulated in the Area 15 Regional Planning Commission current Transportation Improvement Program (TIP) and approved in the current Statewide Transportation Improvement Program (STIP), whichever is less.
5. This agreement will become null and void if the project described in Section 3. drops out of the Area 15 Regional Planning Commission current TIP or the approved current STIP prior to obligation of Federal funds.
6. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
7. It is the intent of both parties that no third party beneficiaries be created by this agreement.
8. 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 instrument.
9. This agreement, as set forth in items 1 through 9 and EXHIBIT 1 paragraphs 1

through 30 herein, constitutes the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement. Said addendum shall become effective only upon written approval of the DEPARTMENT and the RECIPIENT.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement Number 03-5-STPS-004 as of the date shown opposite its signature below.

RECIPIENT: Mahaska County

This agreement was approved by official action of the Mahaska County Board of Supervisors in official session on the 20th day of October, 2003.

County Auditor

Chair, Board of Supervisors

IOWA DEPARTMENT OF TRANSPORTATION

Highway Division

BY

Date .

David C. Ellis, P.E.

Local Systems Engineer

District 5

EXHIBIT 1
Standard Provisions for Federal-Aid
Project Agreement

1. Since this project is to be financed with local and Federal funds, the RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations.

In all programs and activities of Federal-aid recipients, subrecipients, and contractors, no person in the United States shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination on the grounds of race, color, national origin, sex, age or handicap/disability. The DEPARTMENT will determine a Disadvantage Business Enterprise (DBE) Commitment on all Federal-aid projects.

2. **The RECIPIENT must receive notice of FHWA authorization from the DEPARTMENT before beginning any work for which federal-aid Reimbursement will be requested. The cost of work, occurring prior to securing FHWA authorization, will not be reimbursed with federal-aid**

funds. The RECIPIENT must contact the District Local Systems Engineer to obtain the procedures necessary to secure FHWA authorization.

3. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location/design approval. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall submit the U.S. Department of Agriculture Farmland Conversion Impact Rating form, when required, to the U.S. Natural Resources Conservation Service (NRCS).
4. The RECIPIENT shall obtain agreements, as needed, from railroad and utility companies and 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 and the DEPARTMENT, etc.
5. The project plans, specifications and project cost estimate (PS&E) shall be prepared and certified by a professional engineer licensed to practice in the State of Iowa. The RECIPIENT shall submit the plans, specifications and other contract documents to the DEPARTMENT for review and authorization to let the project.
6. If Federal-aid is requested for in-house engineering services, the RECIPIENT will follow the procedure outlined by the DEPARTMENT. The RECIPIENT, desiring to claim indirect costs under Federal awards, must prepare an indirect cost rate proposal and related documentation in accordance with the requirements of Office of Management and Budget (OMB) Circular A-87 - Cost Principles for State, Local, and Indian Tribal Governments. Reimbursement eligibility requires an indirect cost rate proposal to be certified by the governmental unit designated cognizant agency or the Federal agency providing the largest amount of Federal funds to the governmental unit.
7. If Federal-aid is requested for preliminary and/or construction engineering costs, the RECIPIENT will select a consultant(s) in accordance with the DEPARTMENT's consultant selection process.
8. The RECIPIENT and the Consultant shall prepare a consultant contract for engineering services in accordance with Title 23, Code of Federal Regulations, Part 172 - Administration of Negotiated Contracts (23 CFR 172). This is required only if the RECIPIENT uses federal funds for engineering services.
9. After the contents of the consultant contract have been mutually approved, the RECIPIENT shall execute the contract and forward the same to the DEPARTMENT for authorization only if federal funds are used for engineering services.

10. If preliminary engineering is federally funded, if the “do nothing” alternate is not selected, and if right-of-way acquisition for or actual construction of the road is not started by the close of the tenth fiscal year following the fiscal year in which the Federal-Aid Project agreement is executed, the RECIPIENT will repay to the DEPARTMENT an amount equal to the amount of Federal funds made available for such engineering.
11. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement or fee title and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in the DEPARTMENT’S Right of Way Manual. The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures, even if no federal funds in Right of Way purchase are involved. The RECIPIENT will need to get environmental concurrence before acquiring any needed right-of-way. With prior approval, hardship and protective buying is possible. If the RECIPIENT requests Federal-aid participation for right-of-way acquisition, the RECIPIENT will need to get environmental concurrence and Federal Highway Administration’s (FHWA) authorization before purchasing any needed right-of-way.
12. The RECIPIENT shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highways Right of Way and the Policy for Accommodating Utilities on Primary Road System when on State’s right of way. Certain utility relocation, alteration, adjustment, or removal costs to the RECIPIENT for the project may be eligible for Federal-aid reimbursement in accordance with the FHWA rules applicable to the type of utility involved and Iowa Code Chapter 306A.
13. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 761 Iowa Administrative Code (IAC) Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
14. The RECIPIENT shall forward a Federal-aid Project Development Certification and final PS&E to the DEPARTMENT. As a condition for the Department to let project, the RECIPIENT agrees that the RECIPIENT has the financial resources to proceed with the project if bids submitted are 1 10% of the project cost estimate or less. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 384.102.
15. If the project is to be accomplished via a contract awarded by competitive bidding, the project will be let by the DEPARTMENT in accordance with its normal letting procedures. After bids are received and reviewed, the DEPARTMENT will furnish the RECIPIENT with a tabulation of responsive bids received.

16. When let by the DEPARTMENT, the DEPARTMENT will prepare an Iowa DOT Staff Action for concurrence to award the contract. The DEPARTMENT will mail three (3) originals of the unexecuted contract(s) to the RECIPIENT.
17. The RECIPIENT shall take action to award the contract or reject all bids. Following award of contract and signature by the lowest responsive bidder, the RECIPIENT shall forward to the DEPARTMENT two (2) copies of the fully executed contract, two (2) copies of the performance bond, and two (2) copies of the certificate of insurance.
18. If Federal-aid is requested for force account construction, the RECIPIENT will follow the procedure outlined by the DEPARTMENT.
19. The DEPARTMENT will prepare the Federal-aid Project Agreement and submit it for Federal Highway Administration (FHWA) approval and obligation of Federal-aid funds.
20. The RECIPIENT shall comply with the procedures and responsibilities for materials testing and construction inspection according to Department's Instructional Memorandums (I.M.k). The DEPARTMENT will bill the RECIPIENT for testing services according to its normal policy.
21. The project shall be constructed under the DEPARTMENT's Standard Specifications and applicable special provisions. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.
22. 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-Aid Project agreement is executed, the RECIPIENT will repay the sum or sums of Federal funds in the right of way to the DEPARTMENT.
23. The RECIPIENT may submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Reimbursement claims shall include certification that all eligible project costs, for which reimbursement is requested, have been completed in substantial compliance with the terms of this agreement.
24. The DEPARTMENT shall reimburse the RECIPIENT for properly documented and certified claims for eligible project costs, either by state warrant, or by crediting other accounts from which payment may have been initially made. If, upon audits of contracts, the DEPARTMENT determines the RECIPIENT is overpaid, the RECIPIENT shall reimburse the overpaid amount to the DEPARTMENT.
25. Upon completion of the project described in this agreement, a professional engineer licensed to practice in the State of Iowa shall certify in writing to the

DEPARTMENT that the project was completed in substantial compliance with the plans and specifications set out in this agreement. Final reimbursement of Federal funds shall be made only after the DEPARTMENT accepts the project as complete.

26. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports and other evidence pertaining to costs incurred for the project. The RECIPIENT shall also make such materials available at all reasonable times during the construction period and for three years from the date of final Federal reimbursement, for inspection by the DEPARTMENT, FHWA, or any authorized representatives of the Federal Government. Copies of said materials shall be furnished by the RECIPIENT if requested.
27. The RECIPIENT agrees to indemnify, defend and hold the DEPARTMENT harmless from any 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.
28. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT and the FHWA.
29. Implementation of Clean Air Act and Federal Water Pollution Control Act (Applicable to Contracts and Subcontracts which exceed \$100,000):
 - a. The RECIPIENT stipulates that any facility to be utilized in performance under 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. This is issued pursuant to the requirements of the Clean Air Act, as amended, and the Federal Water Pollution Control Act, as amended.
 - b. The RECIPIENT agrees to comply with all of the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all regulations and guidelines issued thereunder.
30. If the RECIPIENT elects to levy special assessments as a means of raising the local share of the total project costs, the RECIPIENT shall reimburse the DEPARTMENT in the amount that payments of Federal-aid and collections of special assessments, excluding interest and penalties, exceed the total cost of the public improvement as established by the provisions of Iowa Code Chapter 384. 384 (Cities) and Iowa Code Chapter 311 (Counties). The RECIPIENT agrees that at such time as its collections (exclusive of interest and penalties which shall be

retained by the RECIPIENT) from special assessments levied for this project exceed the local share of total projects costs, the RECIPIENT shall 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 sixty (60) days of the receipt of any special assessment payments. The RECIPIENT shall notify the DEPARTMENT when any lands specially assessed no longer qualify for an agricultural deferment of the special assessment have been satisfied. The DEPARTMENT shall credit reimbursement billings to the FHWA in the amount of refunds received from the RECIPIENT.

The board discussed the Snow Removal Ordinance #109 with the Engineer and it was decided to revise the ordinance.

The board discussed the following issues with the engineer at the work session:
Bid Price Summary for Longitudinal Subdrain on 35th Street
Policy for CDL licenses
House # signs

It was moved by Rouw seconded by VanWeelden to adjourn. All present voted aye. Motion carried.

Chairman, Mahaska County Board
of Supervisors

ATTEST: _____
Kay Swanson, Mahaska County Auditor