

The Board of Supervisors met on 5/22/18 at 10:10 a.m. in the Story County Administration Building. Members present: Marty Chitty, Lauris Olson, and Rick Sanders, with Sanders presiding. (all audio of meetings available at storycountyia.gov)

RECOGNITION OF CRAIG OGILVIE'S SIX YEARS OF VOLUNTEER SERVICE AS A STORY COUNTY REPRESENTATIVE ON THE ANALYSIS OF SOCIAL SERVICES EVALUATION TEAM (ASSET) – Deb Schildroth, Director of External Operations and County Services, reported on Ogilvie’s service to the citizens of Story County. Ogilvie thanked the Board. Sanders presented Ogilvie with a plaque.

PROPOSAL OF BOLTON & MENK, INC TO PROVIDE DISTRICT WATCHMAN SERVICES FOR STORY COUNTY’S DRAINAGE DISTRICTS – Sanders provided background information. Kent Rode, Bolton & Menk, reported on the proposal. Olson recommends obtaining at least two additional proposals. Sanders stated the proposal requires legal analysis. Darren Moon, Engineer, reported on how the service would be integrated with staff work. Discussion took place. Arden Griener, Sherman Township, reported on his concerns regarding cost and the Engineer’s staff.

JUVENILE COURT SERVICES AGENCY REPORT – Jerome Rewerts reported shelter and detention, placements, programming, and treatment.

THE SALVATION ARMY ANNUAL REPORT – Cari McPartland reported on statistics and services offered, staffing, volunteers and referrals to other programs.

EMERGENCY RESIDENCE PROJECT ANNUAL REPORT – Carrie Moser, Executive Director, reported on staffing, re-housing, shelter diversion, and outreach.

MINUTES: 5/15/18 Minutes – Olson moved, Chitty seconded the approval of the Minutes as presented. Motion carried unanimously (MCU) on a roll call vote.

Chitty moved, Olson seconded approval of the Consent Agenda as presented.

1. Iowa Retail Permit Application for Cigarette/Tobacco/Nicotine/Vapor Permit for Casey's General Store #2301, 17005 US Highway 69, Gilbert, Iowa, effective 7/1/18-6/30/19
2. Renewal of Class C Liquor License for Ballard Golf & Country Club, 30608 N US Highway 69, Huxley, Iowa, effective 7/12/18-7/11/19, including outdoor service and Sunday sales
3. FY19 Provider and Program Participation Agreement with All Aboard for Kids, effective 7/1/18-6/30/19: All Aboard for Kids - Out of School Program (not to exceed \$1,700.00) \$70/partial day (three hours) with stipulation that funds are to be used for non-disabled participants
4. Contract with Herberger Construction Co., Inc. for \$497,581.00 for bridge replacement -CCS
5. Final Pay Voucher for Manatt's Inc. for PCC Paving Project #L-F15--73-85
6. Cover 2, LLC Site Development Plan and Zoning Permit Application
7. Resolution #18-105, Setting Date and Time for Public Hearing on 6/12/18 for an Ames Urban Fringe Plan map amendment located at Timber Creek Acres Plats 1-4
8. Resolution #18-106, Setting Date and Time for Public Hearing on 6/12/18 for an Ames Urban Fringe Plan map amendment located at 3554 N 500th Avenue and Parcel #05-30-300-305
9. Development and Easement Agreement with Hunziker Development Company, LLC, and Aurora Heights, LLC, for recreational trail construction and operation
10. Utility Permits: #18-92; #18-93; #18-94; #18-95; #18-96
11. Acknowledgement of Signature of the Chair in signing an agreement between Pac-Van and Animal Control for a 40-foot storage container for \$125.00/month and delivery/pickup charges of \$145.00/hour

Roll call vote. (MCU)

RESOLUTION #18-103, AMENDING THE FY18 BUDGET – Lisa Markley, Assistant Auditor, reported on the final budget amendment for the fiscal year. The timing allows for the statutory 30 days for citizen appeals. Markley provided information on publication, revenues and expenses by fund, and projected ending fund balances. Chitty asked about the decrease in grant dollars. Mike Cox, Conservation Director, reported on grant funding delays. Sanders opened the public hearing at 11:03 a.m., and, hearing none, he closed the public hearing at 11:03 a.m. Chitty moved, Olson seconded the approval of Resolution #18-103, Amending the FY18 Budget, as presented. Roll call vote. (MCU)

ORDINANCE NO. 271 AN ORDINANCE ADOPTING THE “CODE OF ORDINANCES OF STORY COUNTY, IOWA” – Ethan Anderson, Assistant County Attorney, reported on the Code of Iowa requirements for periodic re-codification of ordinances, Iowa Code; he thanked departments for their help. Sanders opened the public hearing at 11:06 a.m., and, hearing none, he closed the public hearing at 11:06 a.m. Olson moved, Chitty seconded the approval of First Consideration Ordinance No. 271, Adopting the “Code of Ordinances of Story County, Iowa and Set Second Consideration for Tuesday, 5/29/18. Roll call vote. (MCU)

RESOLUTION #18-104, RESOLUTION FOR AMENDING FY18 APPROPRIATIONS – Lisa Markley, Assistant Auditor, reported the resolution is necessary to spend remaining budgeted dollars at 100%. Chitty moved, Olson seconded the approval of Resolution #18-104, Amending FY18 Appropriations, as presented. Roll call vote. (MCU)

REVISED TRAINING SCHEDULE FOR THE CONTINUITY OF OPERATIONS PLAN/CONTINUITY OF GOVERNMENT (COOP/COG) STORY COUNTY, IOWA, FOLLOWING SEVEN-DAY REVIEW – Leanne Harter, County Outreach and Special Projects Manager, reported on setting training dates; she received no additional comments. Olson moved, Chitty seconded the approval of the Revised Training Schedule for the Continuity of Operations Plan/Continuity of Government (COOP/COG) Story County, Iowa (after seven-day review) as presented. Roll call vote. (MCU)

CONTRACTS WITH CON-STRUCT INC. FOR CONSTRUCTION OF WATER TRAIL ACCESSES AT PETERSON PARK AND ASKEW BRIDGE FOR \$57,890.00 – Michael Cox, Conservation Director, reported on timeline, state grant funding, and quotes received. He requested the use of \$25,000.00 from Energy Transfer funds to complete the project. Chitty moved, Olson seconded the approval of contracts with Con-Struct Inc. for Construction of Water Trail Accesses at Peterson Park and Askew Bridge for \$57,890.00. Roll call vote. (MCU)

RESOLUTION #18-109, RAILVIEW RESIDENTIAL PARCEL SUBDIVISION – Amelia Schoeneman, County Planner, reported on ownership, proposal, current zoning, regulations, and feedback from staff and surrounding property owners. She provided maps and analysis. Both Cambridge and Huxley waived review. Chitty moved, Olson

seconded the approval of Resolution #18-109, Railview Residential Parcel Subdivision as presented. Roll call vote. (MCU)

JEO CONSULTING GROUP, INC. AS THE CONSULTANT FOR THE STRATEGIC PLANNING PROCESS FOR \$14,645.00 – Leanne Harter, County Outreach and Special Projects Manager, reported on background information and the request for proposals (RFP) process. Four proposals were received; JEO Consulting Group is the recommended choice. Harter requested the County Attorney’s Office draw up a contract. Discussion took place. Olson moved, Chitty seconded the approval of JEO Consulting Group, Inc., as the Consultant for the Strategic Planning Process for \$14,645.00 and directed staff to work with the County Attorney’s office on a contract and return to the Board on 6/5/18. Roll call vote. (MCU)

REVISED FLEXIBLE BENEFIT POLICY (FOR SEVEN-DAY REVIEW) – Alissa Wignall, Human Resources Director, reported on the current plan and proposed changes. Chitty moved, Olson seconded the approval of the Revised Flexible Benefit Policy. Chitty amended his motion to waive seven-day review, Olson seconded. Roll call vote. (MCU)

CONSERVATION QUARTERLY REPORT – Mike Cox provided updates on Hickory Grove Park, Tedesco Environmental Learning Center, Jordan Wildlife Area acquisition, Harold Prairie, camping season, online reservation system, and school trips. Erica Place, Outreach Coordinator, reported on social media platforms and program statistics.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: Olson asked about the spring Quadrant Meetings. Harter reported they will begin in the latter part of June. Olson and Sanders both reported on meetings.

Chitty moved, Olson seconded to adjourn at 12:03 p.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Agenda
5/22/18

1. CALL TO ORDER: 10:00 A.M.
2. PLEDGE OF ALLEGIANCE:
3. PUBLIC COMMENT #1:
This comment period is for the public to address topics on today's agenda
4. Recognition Of Craig Ogilvie's 6 Years Of Volunteer Service As A Story County Representative On ASSET - Deb Schildroth

Department Submitting Board of Supervisors

5. Consideration Of A Proposal Of Bolton & Menk, Inc To Provide District Watchman Services For Story County's Drainage Districts - Kent Rode

Department Submitting Auditor

Documents:

DRAINAGE DISTRICT WATCHMAN PROP.PDF

6. AGENCY REPORTS:

- I. Juvenile Court Services Agency Report - Jerome Rewerts

Department Submitting Auditor

Documents:

JCS.PDF

- II. The Salvation Army Annual Report - Cari McPartland

Department Submitting Auditor

Documents:

TSA MIDYEARREPORT EDS.PDF
TSA MIDYEARREPORT BILL PAYER PROGRAM.PDF

- III. Emergency Residence Project Annual Report - Carrie Moser, Executive Director

Department Submitting Auditor

7. CONSIDERATION OF MINUTES:

- I. 5/15/18 Minutes

Department Submitting Auditor

8. CONSIDERATION OF PERSONNEL ACTIONS:

9. CONSENT AGENDA:

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

- I. Consideration Of Iowa Retail Permit Application For Cigarette/Tobacco/Nicotine/Vapor Permit For Casey's General Store #2301, 17005 US Highway 69, Gilbert, Iowa Effective 7/1/18-6/30/19

Department Submitting Auditor

Documents:

CIG APPLICATION.PDF

- II. Consideration Of Renewal Of Class C Liquor License For Ballard Golf & Country Club, 30608 N Hwy 69, Huxley, Ia. Effective 7/12/18-7/11/19 Including Outdoor Service & Sunday Sales

Department Submitting Auditor

Documents:

LIC.PDF

- III. Consideration Of FY19 Provider And Program Participation Agreement With All Aboard For Kids Effective 7/1/18 - 6/30/19
All Aboard for Kids - Out of School Program (Not to exceed \$1,700) \$70/1 Partial Day (3 hrs)
*Funds are to be used for non-disable participants.

Department Submitting Board of Supervisors

Documents:

ALLABOARDFORKIDSFY19.PDF

- IV. Consideration Of Contract With Herberger Construction Co., Inc. For \$497,581.00 For Bridge Replacement -CCS

Department Submitting Engineer

Documents:

HERBERGER 85 CO85 144.PDF

- V. Consideration Of Final Pay Voucher For Manatt's Inc. For PCC Paving Project #L-F15--73-85

Department Submitting Engineer

Documents:

FINAL PAY MANATTS L F15 73 85.PDF

VI. Consideration Of Cover 2, LLC Site Development Plan And Zoning Permit Application

Department Submitting Planning and Development

Documents:

PLANNING STAFF MEMO.PDF
APPLICATION.PDF
CONSTRUCTION DRAWINGS.PDF

VII. Consideration Of Resolution # 18-105, Setting Date And Time For Public Hearing On June 12, 2018 For An Ames Urban Fringe Plan Map Amendment Located At Timber Creek Acres Plat 1-4

Department Submitting Planning and Development

Documents:

11896.PDF
105.PDF

VIII. Consideration Of Resolution # 18-106, Setting Date And Time For Public Hearing On June 12, 2018 For An Ames Urban Fringe Plan Map Amendment Located At 3554 N 500th Avenue And Parcel # 05-30-300-305

Department Submitting Planning and Development

Documents:

PLANNING STAFF MEMO WHATTOFF.PDF
11897.PDF

IX. Consideration Of Development And Easement Agreement With Hunziker Development Company, LLC, And Aurora Heights, LLC, For Recreational Trail Construction And Operation

Department Submitting Conservation

Documents:

URGE MEMO HUNZIKER AGREEMENT.PDF
HDC DEVELOPMENT AND EASEMENT AGREEMENT FOR BOS.PDF

X. Consideration Of Utility Permit(S): #18-92; #18-93; #18-94; #18-95; #18-96

Department Submitting Engineer

Documents:

UT 18 092.PDF
UT 18 093.PDF
UT 18 094.PDF
UT 18 095.PDF
UT 18 096.PDF

- XI. Acknowledgement Of Signature Of The Chair In Signing An Agreement Between Pac-Van & Animal Control For A 40' Storage Container For \$125.00/Mo And Delivery/Pickup For \$145.00/Hr

Department Submitting Auditor

Documents:

STORAGE.PDF

10. PUBLIC HEARING ITEMS:

- I. Consideration Of Resolution #18-103, Resolution For Amending The FY18 Budget - Lisa Markley

Department Submitting Auditor

Documents:

RES 18103.PDF
FY18 AMENDMENT DOCUMENTATION.PDF

- II. Consideration Of Ordinance No. 271 An Ordinance Adopting The "Code Of Ordinances Of Story County, Iowa" - Ethan Anderson

Department Submitting Board of Supervisors

Documents:

ORDINANCE FOR CODE OF ORDINANCES.PDF

11. ADDITIONAL ITEMS:

- I. Consideration Resolution #18-104, Resolution For Amending FY18 Appropriations - Lisa Markley

Department Submitting Auditor

Documents:

RES 18104.PDF

- II. Consideration Of Revised Training Schedule For The Continuity Of Operations Plan/Continuity Of Government (COOP/COG) Story County, Iowa Following 7 Day Review

Department Submitting Board of Supervisors

Documents:

COOPCOG TRAINING.PDF

- III. Consideration Of Contracts With Con-Struct Inc. For Construction Of Water Trail Accesses At Peterson Park And Askew Bridge For \$57,890 - Michael Cox

Department Submitting Conservation

Documents:

CONSTRUCT.PDF

- IV. Discussion And Consideration Of Resolution #18-109, Railview Residential Parcel Subdivision - Amelia Schoeneman

Department Submitting Planning and Development

Documents:

STAFF REPORT.PDF
RESOLUTION 18 109.PDF
APPLICATION AND ATTACHMENTS.PDF
PLAT.PDF

- V. Discussion And Consideration Of Approving JEO Consulting Group, Inc., As The Consultant For The Strategic Planning Process For \$14,645 - Leanne Harter

Department Submitting Board of Supervisors

Documents:

MEMO TO BOS FOR STRATEGIC PLAN CONSULTANT.PDF
STORY COUNTY STRATEGIC PLAN.PDF

- VI. Discussion And Consideration Of Revised Flexible Benefit Policy (For 7 Day Review) - Alissa Wignall

Department Submitting BOS

Documents:

FLEXIBLE BENEFIT POLICYREVISED.PDF

12. DEPARTMENTAL REPORTS:

- I. Conservation Quarterly Report - Mike Cox

Department Submitting Auditor

13. OTHER REPORTS:

14. PUBLIC FORUM #2:

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

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

16. ADJOURNMENT:

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

Story County Board of Supervisors

Meeting

5/22/18

NAME

ADDRESS

John Sun
Roger Fryxton
Alyssa Wignall
Cari McPartland
Paula Tom's
Carnie Mose-
Craig Oelvis
Jerry Moor
Brian Huhn
Trone Rewart's
Amelia Scheneman
Deb Schildroth
Ethan Anderson
Lisa Munkley
Erica Place

Shannon
Ames
BOS
BOS
The Salvation Army
LWV
EIRP
Ames
P&D Dept
Mystic Lake Fir
Ames
P&D
BOS office
SCAO
Auld
Eldora



**BOLTON
& MENK**

Real People. Real Solutions.

1609 US Hwy 18 East
Algona, IA 50511

Ph: (515) 395-3140
Bolton-Menk.com

May 2, 2018

Story County Board of Supervisors
Attn: Rick Sanders, Chairman
900 6th Street
Nevada, IA 50201

RE: Drainage District Watchman Services
Story County

Dear Mr. Sanders:

Thank you for the opportunity to provide our professional services proposal for Drainage District Watchman Services. Typical district watchman duties are outlined below and will be performed only when initiated or directed by county staff. Staff from our Ames office will be available to provide the District Watchman Services for Story County.

Drainage District Watchman Duties

1. The County Engineer's office accepts the report of a drainage issue from the landowner and forwards the request for repair to our office. Bolton & Menk will perform a field investigation of the reported problem.

From this investigation:

- a. We will prepare a work order with a written description specifying the repairs and an estimate of cost. This work order is then submitted to the Board of Supervisors for review and approval.
 - b. If the work order is approved, we arrange for a contractor to complete the work. Once the work is completed, the Contractor submits an invoice to Bolton & Menk for review and approval by the watchman. If requested, we will prepare the claim and submit along with the invoice to the Auditor for payment.
 - c. If the board desires, Bolton & Menk can request quotes from contractors for miscellaneous tile repair work on an hourly basis for a period of a whole year. This would eliminate the need to receive quotes for each repair unless the repair is of a unique nature.
2. If desired, Bolton & Menk will establish a tree and brush management program for all open ditches in the county. Once established, all ditches are reviewed on a three (3) year cycle with re-treatment if necessary. Items involved:
 - a. We will perform an inventory of all open ditch facilities in the County. The conditions of ditches are prioritized with the top 33% identified for the first year of tree and brush management control.

Name: Story County Board of Supervisors
Date: May 2, 2018
Page: 2

- b. Bolton & Menk will prepare plans and specifications for projects over \$50,000 and assist the Board with bids and contract administration. For projects under \$50,000, we will assist the Board with obtaining quotes for the work. (Standard Hourly Rates)
 - c. Bolton & Menk will provide necessary observation for completion of work and prepare pay estimates or claims for processing payment. (Standard Hourly Rates)
 - d. On an annual basis, Bolton & Menk will perform field checks to maintain brush management control program.
3. If desired, Bolton & Menk will review larger repair and improvement petitions. Bolton & Menk will perform preliminary field review and discuss with the petitioners their concerns:
- a. Bolton & Menk will report preliminary findings to the Board for the Board's use in considering action on the petition. (Standard Hourly Rates)

Fees & Compensation

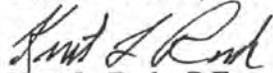
We will provide these services at a rate of \$80.00 per hour for the assigned District Watchman. This rate will apply to any individual performing District Watchman services as outlined in paragraphs 1.a – 1.c, 2.a and 2.d above. All other services will be provided at our standard hourly rates including professional engineering, surveying and administrative services.

Thank you for the opportunity to provide our proposal, and we look forward to the opportunity to work with Story County. To authorize Bolton & Menk to proceed with our services, please sign the acknowledgement of acceptance box below and return a signed copy to our Algona office. You may also scan the signed original and email it to me at kentro@bolton-menk.com.

If you have any questions, please do not hesitate to contact us.

Sincerely,

Bolton & Menk, Inc.



Kent L. Rode, P.E.

Senior Project Manager

Encl: Terms of Proposal
2018 Standard Hourly Rates

ACKNOWLEDGEMENT OF ACCEPTANCE
Accepted this ____ day of _____, 2018
For: _____
By: _____
Title: _____
This proposal is valid for 30 days.

Terms of Proposal

Bolton & Menk, Inc.

The accompanying Proposal (hereinafter referred to as "Proposal") is subject to the following terms and conditions. These Terms of Proposal (hereinafter referred to as "Terms") are an integral part of the Proposal as if stated directly therein. No change or deviation from these Terms will be binding without the written approval of Bolton & Menk, Inc. (BMI). Such changes may require an adjustment in the proposed fee, schedule or scope of the Proposal.

A. Services: BMI proposes to perform the services outlined in the Proposal for the stated fee arrangement. Changes required by the Client or other controlling entities (regulatory agencies, contractors, courts, etc.) from the scope or schedule of services described in the Proposal shall be considered "Additional Services" and will be invoiced on an hourly basis in addition to the stated fee arrangement.

B. Information from Client: Unless otherwise stated, Client agrees to provide BMI with all site information necessary to complete the proposed services. This information should include current site property descriptions (from abstract, title opinion or title commitment); other legal documents affecting the site; copies of previous surveys, maps, engineering studies and plans; existing or required soils and geotechnical reports; governmental, regulatory and utility reviews and determinations; and all other pertinent information. Client shall promptly inform BMI of any alleged defects in services provided or the project.

C. Access to Site: Unless otherwise stated, Client agrees to provide BMI with access to the site, including adjoining properties, for activities necessary for the performance of services. It is understood that in the normal course of work, property damage may occur due to excavations, tree and brush trimming, marking lines, etc. The cost to correct resulting damages has not been included in the fee. BMI will take precautions to minimize damage due to these activities and the Client agrees to reimburse BMI for any costs associated with required restoration work.

D. Standard of Care: Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of BMI's profession currently practicing under similar conditions. **BMI makes no expressed or implied warranty with respect to its undertakings described herein.**

E. Certifications: Any certification provided by BMI is a professional opinion based upon knowledge, information and beliefs available to BMI at the time of certification. Such certifications are not intended as and shall not be construed as a guarantee or warranty. BMI shall not be required to certify the existence of conditions whose existence BMI cannot reasonably ascertain.

F. Project Approvals: Due to site limitations, code interpretations, regulatory reviews, political considerations and Client directed design and improvements, BMI makes no representations as to acceptability or approvability of the project; or, zoning requests, permit applications, site and development plans, plats and similar documents. Payment of fees to BMI is not contingent upon project approval.

G. Opinions or Estimates of Project Costs: Where included as part of project scope or otherwise, opinions or estimates of project cost will generally be based upon public construction cost information. Since BMI has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the Client and BMI does not warrant or guarantee the accuracy of construction cost opinions or estimates. Project financing should be based upon actual, contracted construction costs with appropriate contingencies.

Terms of Proposal
Bolton & Menk, Inc.
(Continued)

H. Construction Phase Services: If construction phase engineering or staking services are included in this Proposal or subsequently authorized, Client is notified that BMI is not be responsible for means, methods, techniques or procedures of construction selected by any contractor employed on the project nor for the safety precautions or programs incident to the work of any contractor.

I. Ownership and Alteration of Documents: All documents, including reports, specifications, drawings, field data, notes and documents or electronic media prepared or furnished by BMI under this agreement shall remain the property of BMI. The Client may make and retain copies for its use in connection with this project. However, such documents are not intended for reuse by the Client on any other project or alteration of the project by others without the written consent of BMI. Electronic media may be furnished for convenience of Client; however, only signed and certified hard copies of submittals may be relied upon as documentation of professional services provided.

J. Billings and Payments: Invoices for BMI's services shall be submitted, at BMI's option, either monthly or upon completion of services. Invoices are due and payable within 30 days after the invoice date. If the invoice is not paid within 30 days, BMI may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of its services.

K. Late Payments: Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of ___% on the unpaid balance. If any portion or all of an account remains unpaid 90 days after billing, the Client shall pay all costs of collection, including reasonable attorney's fees.

L. Termination of Services: This agreement may be terminated, upon written notice, by the Client or BMI should the other fail to perform its obligations hereunder. In the event of termination, the Client shall pay BMI for services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

M. Limitation of Liability: In recognition of the relative risks, rewards and benefits of the project to both the Client and BMI, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, BMI's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claimed expenses arising out of the performance of this agreement from any cause or causes, shall not exceed \$ _____. Such claims include, but are not limited to, BMI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty, if any.

N. Dispute Resolution: Any claims or disputes made during or after the performance of services between BMI and the Client, with the exception of claims by BMI for non-payment of services rendered, shall be submitted to mediation and/or arbitration. This Proposal anticipates that BMI and the Client will include a similar requirement in all agreements with contractors, sub-contractors, suppliers, consultants and fabricators concerned with this project.

O. Withdrawal of Proposal: This Proposal constitutes a non-binding offer to perform services and BMI reserves the right to withdraw or modify this Proposal, without liability to the Client, at any time prior to receipt of written acceptance from the Client and execution of a signed agreement in accordance with Paragraph P.

P. Agreement: If the Proposal is accepted, the Client and BMI may enter into and execute an Agreement incorporating the Proposal, these Terms and such additional terms and conditions as may be mutually acceptable to BMI and Client. Upon request by the Client, BMI may, at its sole discretion and for the benefit of the Client, proceed with any proposed services prior to execution of a written agreement. In the absence of an executed written agreement, the accompanying Proposal and these Terms of Proposal shall constitute the whole and complete agreement between BMI and the Client.

2018 SCHEDULE OF FEES

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2018. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond the agreed scope of services and non-routine expenses, such as large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

Employee Classification	Hourly Billing Rates
Sr. Principal Engineer/Surveyor	\$150-250/Hour
Sr. Project Manager - Principal Engineer/Surveyor/GIS/LA	\$128-195
Senior Transportation/Aviation Planner	\$125-170
Project Manager (Inc. Landscape Architect and GIS)	\$70-175
Project/Design Engineer/Planner/Landscape Architect	\$65-190
Licensed Surveyor/Project Surveyor	\$95-150
Specialist (Nat. Resources; GIS; Traffic; Graphics; Other)	\$59-156
Senior Technician (Inc. Survey ¹)	\$92-170
Technician (Inc. Survey ¹)	\$65-145
Administrative Assistant	\$45-90
Structural/Electrical/Mechanical/Architect	\$120-215
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for Survey Technicians.

Chief Juvenile Court Officer
 Shirley Faircloth
 Juvenile Court Officer IV
 Jerome Rewerts

**Second Judicial District
 Juvenile Court Services
 Ames Sub-District Office
 126 S. Kellogg Ave., Suite 202
 Ames, Iowa 50010
 (515) 233-3346
 Fax (515) 233-3364**

Counties
 Story
 Marshall
 Boone

STORY COUNTY BOARD OF SUPERVISORS

May 2018

Juvenile Court Services appreciates the partnership with Story County; the Board of Supervisors, County Attorney and Facility Management. The working relationship with the County Attorney staff remains productive and efficient, benefiting the youth and families involved with Juvenile Court. This allows the youth to receive the treatment and rehabilitation services, which they need to be productive members of the community. We are blessed to have the space provided by the BOS in the Human Resources Building. We couldn't ask for better office space and amenities. It is a welcoming atmosphere for the youth and families we work with. The amenities provide us the availability to utilize the conference rooms for staffing's, training's, and professional development.

COUNTY BUDGET:

FY 17

All line items were within the budget levels. The below line items were underspent:

Juvenile Court

Personal Items – Utilized 0% of funding	Balance \$ 50.00
Protective Living – Utilized 56% of funding	Balance \$ 44,204.96

FY 18

Line Item as of 5/16/18:

Allocated Amount/Balance

Personal Items (01000 03300 32461) \$50	Balance \$50.00	Used: 0%
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This line item is utilized for special needs for indigent clients such as emergency medicine, clothes, bus tickets, etc. Juvenile Court uses this as a last resort of funding and will seek utilization of individual services from Story County Decategorization.

Protective Living (01000 03310 311 61)	\$100,000	Balance \$50,987.67	Used: 51%
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This fund is used to pay for court ordered detention and the county's share of court ordered shelter care in shelters besides Rosedale. This line item also covers medical expenses while youth are placed in detention and partially funds evaluations.

FY 17, Story County Juvenile Court Services placed 13 children in Shelter care outside of Rosedale. The 13 children were placed for 248 days, for a 19 day average.

In FY 18 (7/1/17 to 4/30/18); JCS has placed to 7 kids in shelter for 85 days, a 12.1 day average.

FY 17, JCS placed 19 kids in detention for 403 days, a 21 day average.

In FY 18 (7/1/17 to 4/30/18); JCS has placed 22 kids in detention for 415 days, an 18.9 day average.

YOUTH AND SHELTER SERVICES (YSS):FY 18 Allocations

Sheltered Workshop (01000 03300 360 61)	\$ 80,000	Balance \$ 13,333.30	Used: 83%
Agency Services (01000 03300 366 61)	\$ 90,500	Balance \$26,922.95	Used: 70%
Public Education (01000 03300 373 61)	\$62,000	Balance \$14,500	USED: 77%
Outreach/Nevada (0100003300 387 61)	\$41,500	Balance \$14,154.20	Used: 66%
Revenue: IDPH Grant (01000 00053 2710-61)	\$10,000	Balance \$4,675.58	Used; 53%

State Budget FY 18:

Please review the attached 5/1/2018, letter from Judicial Branch Court Administration.

Due to the current State of Iowa Judicial Branch hiring freeze, Story County Juvenile Court Services is currently down one Juvenile Court Officer. On April 1, 2018, our JCS Specialists is shared with the Mason City Sub-District (10 counties), due to a retirement. She is be assigned three days each week in Story County and two days a week in the Mason City sub-district. An adjustment by JCS staff has been flawless to date.

Story County Decategorization:

The agenda and minutes from the meetings can be located at storycountycppc.com listed under the Happenings tab, DCAT Agendas FY18, DCAT Minutes FY18.

The Decat Governance Board contains five voting members; Spence Evans (Ames Community Schools), Jerome Rewerts (JCS), Marty Chitty (BOS, Elected Official), Darin Thompson (DHS), and Erin Rewerts (Story County Community Services, Chair).

The Decat Board has welcomed BOS Chitty and appreciates his leadership and decision making.

Story County Current Placement Cases: (As of: 5/16/18)

State Training School	2
Detention:	5
Shelter	2
Residential Treatment	5
Enhanced Supervision (GPS)	4

Attachments:

Judicial Branch State Court Administrator; letter dated 5/1/18.

YSS Rosedale Shelter Non-System Date Report; Feb./Mar./Apr. 2018

Juvenile Delinquency Complaints (January 1, 2017 – April 30, 2018)



STATE COURT ADMINISTRATION

Iowa Judicial Branch Building
1111 East Court Avenue
Des Moines, IA 50319

TODD NUCCIO
State Court Administrator

May 1, 2018

Dear Colleagues:

Please be advise that the Iowa House of Representatives has passed the FY 19 budget bill for the judicial branch. The Iowa Senate will now take up the bill, but no changes are anticipated as we are told that Senate leadership is in agreement with the House version. The funding level allocated within the House bill is \$177.5 million; which is \$3.4 million more than our current FY 18 appropriation (after the de-appropriation). At this amount, we will be able to maintain current service levels in all 99 counties. Final decisions regarding the specific allocation of these funds will now be determined by the supreme court. On a less positive note, judicial officers are not eligible for any pay increase under the terms of the legislation. Also, it likely that a considerable number of positions will remain vacant throughout all of FY 19 in order to stay within budget. I am very aware of the difficulty these vacnacies cause in providing timely servies to the public and the extra workload it places on each of you. I promise to do my absolute best in keeping this number to a minimum.

I'm also pleased to report that we received full-funding of our juror and witness fund at \$3.1 million. We are hopeful that another bill working its way through the process may also bring a one-time allocation of \$3 million for overall technology infrastructure and \$1.4 million needed to cover technology infrastructure, equipment and furniture for the last phase of renovations to the Polk County Courthouse complex. Stay tuned. Finally, language was inserted into the justice systems bill that eliminates the use of the Public Safety Assessment instrument currently being piloted in three counties. For those who may be unfamiliar with the instrument, it moves the setting of bond from a financially-based system to a risk-based system that includes increased supervision for defendants who are released.

There have been many ups and downs throughout the course of this legislative session. It seems we have settled somewhere in the middle. Thank you for all of your hard work and the professionalism you display every day. The positive relationships you build daily with the public generate the political capital for us to represent your interests with ease.

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Nuccio".

Todd Nuccio

**Rosedale Shelter
Non-System Data Report
Fiscal Year: 2017-2018
Month: February**

Parent/Guardian:

County	Current Month	Year-to-Date
Story	3	15
Boone	1	5
Marshall	0	0
Hamilton	0	0
Total	4	20

Law Enforcement: None

County	Current Month	Year-to-Date
Story	0	0
Boone	0	0
Marshall	0	0
Hamilton	0	0
Other	0	0
Total	0	0

Basic Center Grant: None

County	Current Month	Year-to-Date
Story	0	2
Boone	0	0
Marshall	0	0
Hamilton	0	0
Other	0	1
Total	0	3

YSS Intra-Agency (from YRH/712): None

Current Month	Year-to-Date Total
0	0

Year-to-Date Placement Summary:

Placement Type	Year-to-Date Total
Parent/Guardian	20
Law Enforcement	0
Basic Center Grant	3
YSS Intra-agency	0
Total Non-system Placements	23

RHYMIS Forms:

Current Month	Year-to-Date Total
12	68

HelpLine Crisis/Information Calls:

Type of Call	Current Month (Story Co.)	Year-to-Date (Story Co.)
with Runaway/Homeless History	14 (3)	124 (36)
Total Crisis/Info Calls	22 (4)	204 (56)

Placement Diversions:

County	Current Month	Year-to-Date
Story	4	60
Boone	4	23
Marshall	3	14
Hamilton	2	6
Other	9	114
Total Diversions	22	204

Story County Diversion Narrative:

1 – 2.2.18 – RDS Staff processed information with the caller (Mother) and provided information about the programs available through YSS. RDS Staff provided support and discussed services with the caller. The caller and RDS Staff processed the different services and how those would work. The caller thanked staff for the information and recommendations.
2 – 2.12.18 – RDS Staff processed information with the caller (Concerned Relative) and provided information about the programs available through YSS. The caller was asking about services for an adult, so staff provided information for local homeless shelters.
3 – 2.22.18 – RDS Staff processed information with the caller (Mother) and provided information about the programs available through YSS. RDS Staff validated the caller's frustrations and devised a safety plan with the caller for the potential client. The potential client agreed to the terms in the safety plan and all parties decided that shelter services were not needed at this time. RDS Staff recommended the caller seek counseling and provided contact information.
4 – 2.23.18 – RDS Staff processed information with the caller (Mother) and provided information about the programs available through YSS. RDS Staff validated with the caller's frustrations and devised a safety plan with the caller for the potential client. The potential client agreed to the terms in the safety plan and all parties decided that shelter services were not needed at this time. RDS Staff recommended the caller seek counseling and provided contact information.

**Rosedale Shelter
Non-System Data Report
Fiscal Year: 2017-2018
Month: March**

Parent/Guardian:

County	Current Month	Year-to-Date
Story	0	15
Boone	1	6
Marshall	0	0
Hamilton	0	0
Total	1	21

Law Enforcement: None

County	Current Month	Year-to-Date
Story	0	0
Boone	0	0
Marshall	0	0
Hamilton	0	0
Other	0	0
Total	0	0

Basic Center Grant: None

County	Current Month	Year-to-Date
Story	0	2
Boone	0	0
Marshall	0	0
Hamilton	0	0
Other	0	1
Total	0	3

YSS Intra-Agency (from YRH/712): None

Current Month	Year-to-Date Total
0	0

Year-to-Date Placement Summary:

Placement Type	Year-to-Date Total
Parent/Guardian	21
Law Enforcement	0
Basic Center Grant	3
YSS Intra-agency	0
Total Non-system Placements	24

RHYMIS Forms:

Current Month	Year-to-Date Total
15	83

HelpLine Crisis/Information Calls:

Type of Call	Current Month (Story Co.)	Year-to-Date (Story Co.)
with Runaway/Homeless History	7 (2)	131 (38)
Total Crisis/Info Calls	17 (6)	221 (62)

Placement Diversions:

County	Current Month	Year-to-Date
Story	6	66
Boone	0	23
Marshall	2	16
Hamilton	0	6
Other	9	123
Total Diversions	17	221

Story County Diversion Narrative:

1 – 3.11.18 – RDS Staff processed information with the caller (Mother) and provided information about the programs available through YSS. RDS Staff provided support and discussed services with the caller. The caller and RDS Staff processed the different services and how those would work. The caller thanked staff for the information and recommendations.
2 – 3.12.18 – RDS Staff processed information with the caller (Mother) and provided information about the programs available through YSS. RDS Staff provided support and discussed potential placement, should the situation become escalated again. The caller thanked staff and reported later that no services were necessary at this time.
3 – 3.13.18 – RDS Staff processed information with the caller (Therapist) and provided information about the programs available through YSS. RDS Staff recommended following up with the current CPS worker involved, for more long term services. The caller and RDS Staff discussed that the potential client’s biological family could seek services through Rosedale if they wished. The caller reported that they did not wish to do so at this time and thanked staff for the information.
4 – 3.20.18 – RDS Staff processed information with the caller (DHS) and provided information about the programs available through YSS. The caller and RDS Staff discussed different possible services that could be utilized to serve this client. The caller determined that the potential client was too young to utilize Rosedale’s shelter services but thanked staff for the information and the support.
5 – 3.20.18 – RDS Staff processed information with the caller (Mother) and provided information about the programs available through YSS. RDS Staff recommended that, due to the potential client’s current intoxicated state, the caller access detox services through the hospital. The caller said they would do this.
6 – 3.21.18 – RDS Staff processed information with the caller (DHS) and provided information about the programs available through YSS. The caller and RDS Staff discussed services that could be initiated as the caller did not need the bed at this moment. The caller thanked RDS Staff for the information.

**Rosedale Shelter
Non-System Data Report
Fiscal Year: 2017-2018
Month: April**

Parent/Guardian:

County	Current Month	Year-to-Date
Story	3	18
Boone	0	6
Marshall	1	1
Hamilton	0	0
Total	4	25

Law Enforcement: None

County	Current Month	Year-to-Date
Story	0	0
Boone	0	0
Marshall	0	0
Hamilton	0	0
Other	0	0
Total	0	0

Basic Center Grant:

County	Current Month	Year-to-Date
Story	1	3
Boone	0	0
Marshall	0	0
Hamilton	0	0
Other	0	1
Total	1	4

YSS Intra-Agency (from YRH/712): None

Current Month	Year-to-Date Total
0	0

Year-to-Date Placement Summary:

Placement Type	Year-to-Date Total
Parent/Guardian	25
Law Enforcement	0
Basic Center Grant	4
YSS Intra-agency	0
Total Non-system Placements	29

RHYMIS Forms:

Current Month	Year-to-Date Total
6	89

HelpLine Crisis/Information Calls:

Type of Call	Current Month (Story Co.)	Year-to-Date (Story Co.)
with Runaway/Homeless History	14 (4)	145 (42)
Total Crisis/Info Calls	30 (11)	251 (77)

Placement Diversions:

County	Current Month	Year-to-Date
Story	11	77
Boone	4	27
Marshall	2	18
Hamilton	1	7
Other	12	135
Total Diversions	30	251

Story County Diversion Narrative:

1 – 4.1.18 – RDS Staff processed information with the caller (Mother) and provided information about the programs available through YSS. RDS Staff provided support and discussed services with the caller. The caller and RDS Staff processed the different services and how those would work. The caller thanked staff for the information and recommendations.
2 – 4.2.18 – RDS Staff processed information with the caller (Mother) and provided information about the programs available through YSS. RDS Staff provided support and discussed potential placement, should the situation become escalated again. The caller thanked staff and reported later that no services were necessary at this time.
3 – 4.9.18 – RDS Staff processed information with the caller (Mother) and provided information about the programs available through YSS. RDS Staff provided support and discussed a potential placement and offered services. The caller later spoke with staff and declined services, saying that the crisis was resolved.
4 – 4.11.18 – RDS Staff processed information with the caller (Concerned Relative) and provided information about the programs available through YSS. The caller did not wish to share any additional details, but thanked staff for the information provided.
5 – 4.11.18 – RDS Staff processed information with the caller (Concerned Relative) and provided information about the programs available through YSS. The caller did not wish to share any additional details, but thanked staff for the information provided.
6 – 4.12.18 – RDS Staff processed information with the caller (Adult) and provided information about the programs available through YSS. RDS Staff provided information for adult homeless shelters in the area and recommended counseling for additional support.
7 – 4.15.18 – RDS Staff processed information with the caller (Hospital Staff) and provided information about the programs available through YSS. The caller did not wish to share any additional details, but thanked staff for the information provided.
8 – 4.17.18 – RDS Staff processed information with the caller (Concerned Friend) and provided information about the programs available through YSS. RDS Staff provided information for adult homeless shelters in the area and recommended counseling for additional support.
9 – 4.19.18 – RDS Staff processed information with the caller (Law Enforcement) and provided information about the programs available through YSS. RDS Staff provided support and discussed potential placement, and offered services. The caller later spoke with staff and declined services, saying that the crisis was resolved.
10 – 4.25.18 – RDS Staff processed information with the caller (Hospital Staff) and provided information about the programs available through YSS. RDS Staff provided support and recommended shelters that could serve such a young potential client. The caller thanked staff for the information.
11 – 4.30.18 – RDS Staff processed information with the caller (Law Enforcement) and provided information about the programs available through YSS. RDS Staff provided support and discussed potential placement, and offered services. The caller later spoke with staff and declined services, saying that the crisis was resolved.

Story County complaints and allegations July 1, 2017 - April 30, 2018

	Totals
ALCOHOL	15
ARSON	2
ASSAULT	84
BURGLARY	8
DRUG POSSESSION	32
DRUG TRAFFICKING	3
FORGERY/FRAUD	2
OTHER COURT	1
OTHER PROPERTY	4
OTHER PUB ORD	28
OWI	2
ROBBERY	2
SEX	4
THEFT	42
TRAFFIC	3
VANDALISM	32
WEAPONS	2
	266

	Caucasian	Hispanic	African America	Other	Asian	Sum:
F	40			29		69
M	131	11		49	1	197
Sum:	171	11		78	1	266

	Caucasian	Hispanic	African America	Other	Asian	Sum:
11 and Under	18			3		21
12-13	22	6		16	1	45
14-15	52			40	3	95
16-17	77	5		19	1	102
Other	2				1	3
Sum:	171	11		78	1	266

	Caucasian	Hispanic	African American	Other	Asian	Totals
10 and Under	3					3
11-15	57	2	47	1	2	109
16 and older	59	3	15		2	79
	119	5	62	1	4	191

THE SALVATION ARMY
MID-YEAR REPORT FOR OUTCOME PROGRESS
Reporting for: July 1, 2017 – April 30, 2018

Program Name: Emergency Disaster Services (EDS)

Brief Description of Program: The Salvation Army of Story County provides EDS for the entire county. We assist first responders and victims of fire, flood, tornado and other natural disasters as needed. The provision of basic needs helps the first responders stay hydrated and fed and helps the community members have the resources to rebuild and move forward. The Salvation Army requires monthly statistics on EDS services provided.

In addition, TSA is a partner in the Story County Disaster Coalition. Staff has attended two quarterly meetings and has worked internally with Divisional Headquarters to begin reviewing our disaster plan. We are fortunate to have canteens in close proximity (Boone and Des Moines) in the event of a large scale disaster and we have the full support of Divisional and Territorial offices in the event of a large natural disaster. We have begun working on our internal strategies of building a volunteer base, developing a plan for how our local office will respond to any disasters and working with our partners on the Coalition.

The biggest barrier we encounter is our volunteer pool is non-existent. However, as stated, we are able to pull from various Corps around our Division in the event of a large scale disaster.

Our billing thus far has been for attending meetings of the Coalition and internal planning. We also assisted one individual with housing assistance in December of 2017. She was a resident of Crestview Mobile Home Park.

Report prepared by Cari McPartland, Service Center Administrator

THE SALVATION ARMY
MID-YEAR REPORT FOR OUTCOME PROGRESS
Reporting for: July 1, 2017 – April 30, 2018

Program Name: Bill Payer Program

Brief Description of Program: This program enlists volunteers to assist our clients create a monthly budget, organize paperwork, write checks for the client's signature and balance their checkbooks. Our hope is that by providing this service, it will decrease the likelihood of elder abuse and prevent premature higher level of care for that individual.

We would also like to utilize the Bill Payer Program as a transition option for those clients who utilize our Representative Payee Service but are taking the steps to manage their own benefits. This step will allow for these clients to have a skilled mentor meeting with them and offering support so the client can experience success before being on their own

We have had a busy year, discharging two and taking on three clients, we are currently working with 5 clients. Our volunteers meet as frequently as necessary with their clients. We feel the benefit to our clients is they are able to remain living in the least restrictive home environment as well as having a person who can check on our customer's status in their home and report any concerns they may see. Our volunteers meet as frequently as necessary with their clients. The volunteers document their sessions as well as tracking the time they spend with their client. When the data is received by TSA, the information is entered into Service Point. We also track the number of volunteer hours and report that to RSVP as well as documenting TSA monthly statistics.

We have three volunteers assisting with the program, one of our volunteers sees two clients. We also have a volunteer who provides checks and balances by reviewing the bank statements and the work of the volunteers working directly with the clients. This is to assure security for the clients. Through this date, we have provided 144 direct and 102 non direct hours of service for the Bill Payer clients. Staff times includes responding to the volunteers needs, training volunteers, entering statistics/notes, volunteer recruitment, interviewing new clients, to name a few.

The biggest barrier we encounter is not having enough volunteers available. This requires patience on the part of the volunteer as we don't always have the need for their assistance immediately however, it seems that we get referrals in bunches for both clients and volunteers. When that happens, we scramble to find suitable volunteers to assist. RSVP and Story County Volunteer Center are both great resources and assist me in finding volunteers.

Report prepared by Cari McPartland, Service Center Administrator



EMERGENCY RESIDENCE PROJECT

A United Way Member Agency
225 South Kellogg, Ames, Iowa 50010
(515)232-8075 erp@midiaowa.net

Story County Board of Supervisors Report

The Emergency Residence Project continues to change and evolve to better meet client needs. In January 2018, we received a new federal grant (Emergency Solutions Grant) and are developing a new Rapid Re-Housing program. This program will primarily serve families experiencing homelessness in Story, Boone, Marshall, Hardin, and Greene counties, and we just housed our first family last week. It is anticipated that most of the households served will be in Story County, as that is where most of our referrals are coming from. Through this program, we will be able to quickly transition families from emergency shelter or living in places not meant for habitation into rental housing while offering housing support services to ensure the families can maintain housing after rental assistance is completed. The rent assistance and housing supportive services would be offered for 1-6 months to assist each family in stabilizing housing. The amount of assistance provided depends on each family's identified level of need. The Housing Support Specialist works closely with the households to obtain housing that falls below the Fair Market Rent guidelines for the area to ensure the rental unit is affordable to maintain. Additional supportive services may include but are not limited to: life skill counseling, employment assistance, budgeting/financial literacy, landlord/tenant rights and responsibility education, and referrals to community resources. Through this grant, we will be able to aid ten families at a time.

We are also increasing our shelter diversion programming and techniques. This is a newer concept, though we have done it for years when shelter is full. Shelter diversion is a technique and tool that is used to assist people with their housing needs without requiring them to come into shelter to meet those needs. By doing appropriate shelter diversion, it ensures that the few beds available at the Emergency Residence Project are being utilized for people most in need that don't have any other available options. We secured a grant through United Way of Story County to provide funding to appropriately do diversion. Funding needs include but may not be limited to: gas, groceries, bus tickets to move closer to family and supports, advocacy and housing support, along with other needs that will make it possible for a household to stay housed. Shelter diversion is separate from homelessness prevention as it is targeting people that are unstably housed to help them utilize that resource (or other resources) for as long as possible. The longer we can keep people out of emergency shelter, the more likely they will be to resolve their housing situation on their own, which in turn prioritizes our emergency resources for those most in need. This also helps to ensure that the most vulnerable are able to access shelter instead of providing services on a first come, first served basis.

We continue to work towards developing a coordinated entry regional system with YSS and ACCESS, which is called "Two Rivers". Counties covered by this process include Story, Boone, Marshall, Hardin and Greene Counties. We have developed regional policies and are now working on getting trained in how to use a region wide by-name list. One of our goals is that by working together, we will be able to collect more accurate data about the level of need; which will in turn provide us with better information on what types of housing programs are needed. Some of the barriers we will face with this undertaking is minimal long-term housing programs, especially for the general homeless population, and the closing of 2 shelters (House of Compassion in Marshalltown and Crawford Hall in Boone). This leaves us as the only emergency shelter until Cedar Rapids and between Des Moines and Fort Dodge.

Our needs are many for us to continue doing what we are doing. We need an updated shelter, so we are better equipped to assist people with emergency shelter. Ideally, the shelter would be handicapped accessible, would provide adequate space for single men, single women, couples, and families with children. The new shelter would also have increase safety features to ensure the protection of our guests, staff, and volunteers. We need a permanent supportive housing program, so we can provide long-term housing and case management services to the most vulnerable and chronically homeless we see. We also need additional funding for programming and additional staff, volunteers, and continued support as we move forward.

To give you an idea of how busy we have been, the emergency shelter has provided 6,918 nights of shelter from July 1, 2017-March 31, 2018. We are averaging around 26 people a night with emergency shelter. This includes our main shelter and motel vouchers. Approximately 3,096 meals have been provided. We are also averaging 23 people a month in our transitional housing program.

We have assisted 420 households (892 individuals) with homeless prevention assistance thus far. We are averaging over \$12,500 a month in financial assistance that is being provided to keep people in their homes. The community breakdown for January-December 2017 was as follows:

Community	Households	Individuals
Ames	329	827
Cambridge	7	29
Collins	7	17
Colo	8	27
Gilbert	7	26
Huxley	25	81
Kelley	1	1
Maxwell	14	40
McCallsburg	5	18
Nevada	117	222
Roland	1	3
Slater/Sheldahl	6	14
Story City	21	55
Zearing	8	26
TOTAL	557	1391

https://tax.iowa.gov

Instructions on the reverse side

For period (MM/DD/YYYY) 07 / 01 / 2018 through June 30, 2019

I/we apply for a retail permit to sell cigarettes, tobacco, alternative nicotine, or vapor products:

Business Information:

Trade Name/DBA CASEY'S MARKETING COMPANY/DBA CASEY'S GENERAL STORE# 2301

Physical Location Address 17005 US HIGHWAY 69 City GILBERT ZIP 50105

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Business Phone Number 5152335069

Legal Ownership Information:

Type of Ownership: Sole Proprietor Partnership Corporation LLC LLP

Name of sole proprietor, partnership, corporation, LLC, or LLP CASEY'S GENERAL STORE, INC.

Mailing Address PO BOX 3001 City ANKENY State IA ZIP 50021

Phone Number 515-446-6404 Fax Number 515-965-6205 Email JESSICA.FISHER@CASEYS.COM

APPROVED DENIED Board Member Initials: Meeting Date: 5-22-18 Follow-up action:

Retail Information:

Types of Sales: Over-the-counter Vending machine

Do you make delivery sales of alternative nicotine or vapor products? (See Instructions) Yes No

Types of Products Sold: (Check all that apply)

Cigarettes Tobacco Alternative Nicotine Products Vapor Products

Type of Establishment: (Select the option that best describes the establishment)

Alternative nicotine/vapor store Bar Convenience store/gas station Drug store Grocery store Hotel/motel Liquor store Restaurant Tobacco store

Has vending machine that assembles cigarettes Other

If application is approved and permit granted, I/we do hereby bind ourselves to a faithful observance of the laws governing the sale of cigarettes, tobacco, alternative nicotine, and vapor products.

Signature of Owner(s), Partner(s), or Corporate Official(s)

Name (please print) JULIA L. JACKOWSKI, SECRETARY FOR CASEY'S MARKETING

Name (please print)

Signature

Date

Signature

Julia L. Jackowski

Date 05/01/2018

Send this completed application and the applicable fee to your local jurisdiction. If you have any questions contact your city clerk (within city limits) or your county auditor (outside city limits).

FOR CITY CLERK/COUNTY AUDITOR ONLY - MUST BE COMPLETE

- Fill in the amount paid for the permit: \$ 50.00
Fill in the date the permit was approved by the council or board: 5/22/18
Fill in the permit number issued by the city/county:
Fill in the name of the city or county issuing the permit: Story County
New Renewal

Send completed/approved application to Iowa Alcoholic Beverages Division within 30 days of issuance. Make sure the information on the application is complete and accurate. A copy of the permit does not need to be sent; only the application is required. It is preferred that applications are sent via email, as this allows for a receipt confirmation to be sent to the local authority.

- Email: iapledge@iowaabd.com
Fax: 515-281-7375

General Instructions

- Fill in the month, day, and year that this application covers.
- All permits expire annually on June 30th.
- A new application must be submitted every year.
- All items must be completed.
- A permit will not be issued until the application is properly completed and approved.

Business Information

- Fill in the trade name/DBA of the business.
- Fill in the physical location address, city, and ZIP.
- Fill in the mailing address or PO Box, city, and ZIP.
- Fill in the 10-digit telephone number of the business.

Legal Ownership Information

- Check the legal ownership type of the business.
- Fill in the name(s) of the sole proprietor, partnership, the corporation, the LLC, or the LLP that is the legal owner of the business. This is not the store manager or the corporate president. Do not fill in the name of a person unless the type of ownership is sole proprietor.
- Fill in the 10-digit telephone number, fax number, and email address of the legal owner.

Retail Information

- Check the box for the type of sales at the business.
- If you make delivery sales of alternative nicotine or vapor products, also complete an Annual Application for Iowa Cigarette Permit, Tobacco Tax License, or Delivery Seller Permit 70-015.
- Check the types of products sold at the business.
- Check the box that best describes the type of business establishment.
- Print the name of the sole proprietor, the partner(s), or corporate official signing this application.
- Sign and date the application. The application must be signed by the owner, one of the partners, or one of the corporate officers listed above. A preparer's or store manager's signature is not acceptable.
- Return this application and fee to your local jurisdiction: city clerk (within city limits) or county auditor (outside of city limits).

Permit Fees

- The price of a retail permit depends on the location of the business and the month issued.

Location	Jul-Sep	Oct-Dec	Jan-Mar	Apr-Jun
Outside of city limits	\$50.00	\$37.50	\$25.00	\$12.50
City of less than 15,000	\$75.00	\$56.25	\$37.50	\$18.75
City of 15,000 or more	\$100.00	\$75.00	\$50.00	\$25.00

For City Clerk/County Auditor Only

- Send completed/approved applications within 30 days of issuance to: Email: iapledge@iowaabd.com
Fax: 515-281-7375

Visit the Iowa Department of Revenue at (<https://tax.iowa.gov>) to find information regarding minimum price, a list of approved brands, a list of licensed distributors, and answers to frequently asked questions.

All retailers need to sign up for the cigarette/tobacco elist (Listserv).

Applicant License Application (LC0018284)

Name of Applicant: Ballard Golf & Country Club
 Name of Business (DBA): Ballard Golf & Country Club
 Address of Premises: 30608 N Hwy 69
 City Huxley County: Story Zip: 5012400
 Business (515) 597-2266
 Mailing PO Box 190
 City Huxley State IA Zip: 501240000

Contact Person

Name Barbara Van Houten
 Phone: (515) 597-2266 Email balgolf@gmail.com

Classification Class C Liquor License (LC) (Commercial)

Term: 12 months

Effective Date: 07/12/2017

Expiration Date: 07/11/2018

Privileges:

Class C Liquor License (LC) (Commercial)

Outdoor Service

Sunday Sales

APPROVED **DENIED**
 Board Member Initials: RS
 Meeting Date: 5/22/18
 Follow-up action: _____

Status of Business

Business Type: Privately Held Corporation
 Corporate ID Number: XXXXXXXXXX Federal Employer ID XXXXXXXXXX

Ownership

Mike Pendleton

First Name: Mike

Last Name: Pendleton

City: Ankeny

State: Iowa

Zip: 50021

Position: Vice President

% of Ownership: 0.00%

U.S. Citizen: Yes

Paula Eichinger

First Name: Paula

Last Name: Eichinger

City: Slater

State: Iowa

Zip: 50244

Position: President

% of Ownership: 0.00%

U.S. Citizen: Yes

Al Warford

First Name: Al

Last Name: Warford

City: Ankeny

State: Iowa

Zip: 50021

RECEIVED

MAY 09 2018

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2018 is by and between **Story County** and **All Aboard for Kids** (Provider).

The statements and intentions of the parties, to this Agreement, are as follows:

Story County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Story County is interested in contracting with Provider to purchase Covered Services for the benefit of Story County Individuals.

Provider is interested in contracting with Story County to provide Covered Services for the benefit of Story County Individuals.

In consideration of the premises and promises contained herein, it is mutually agreed by and between Story County and Provider as follows:

**SECTION 1
Definitions**

Co-payment: The amount which may be charged to Story County Individual at the time services are rendered.

Subcontract: The act in which one party to the original contract enters into a contract with a third party to provide some or all of the services listed in the original contract.

**SECTION 2
Duties of Provider**

Section 2.1 Provision of Covered Services. Provider shall provide Covered Services to each Story County Individual who is eligible to receive such services to the extent designated in Attachment A, Service Definitions and Rates. The programs or services must conform to the standardized definitions used by the Analysis of Social Services Evaluation team (ASSET). Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide Covered Services in a manner which: (a) documents the services provided, in conformance with Federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable), State and local laws and regulations, (b) protects the confidentiality of the Story County Individual's medical records, and (c) records and maintains specified program information and performance measures in Clear Impact Scorecard at <https://app.resultsscorecard.com> at the frequency defined through ASSET.

Section 2.2 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow Story County access to books and records, for purposes of appeals, utilization, grievance, claims payment review, individual medical records review or

financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records as requested.

SECTION 3 **Claims Submission and Payment**

Section 3.1 Claims Submission. Provider agrees to submit all claims and supporting documentation for reimbursement no later than forty-five (45) days from the date Covered Services are rendered.

Section 3.2 Claims Payment. Story County will make monthly payments to the Provider based upon the reimbursement requests submitted by the Provider in accordance with Attachment A to this contract. The maximum total amount payable by Story County under this agreement is detailed on Attachment A, and no greater amount shall be paid.

Section 3.3 Compensation to Provider. Provider agrees to accept payment from Story County for Covered Services provided to Story County Individuals under this Agreement as payment in full, less any Co-payment or other amount which is due from Story County Individuals for such services. Compensation for Covered Services is included as Attachment A, Service Definitions and Rates.

For Providers accessing funding through the Story County ASSET process, an agency audit or IRS Form 990 shall be submitted within six months following the end of the agency's fiscal year. If an agency audit or IRS Form 990 is not submitted, Story County reserves the right to withhold payments until the audit and/or IRS Form 990 is submitted.

SECTION 4 **Relationship Between the Parties**

Section 4.1 Relationship Between Story County and Provider. The relationship between Story County and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain Social Security, worker's compensation and all other employee benefits covering Providers employees as required by law.

SECTION 5 **Hold Harmless, Indemnification and Liability Insurance**

Section 5.1 Provider Hold Harmless and Indemnification. Provider shall defend, hold harmless and indemnify Story County against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Story County that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.2 Story County Hold Harmless and Indemnification. Story County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Story County or Story County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.3 Provider Liability Insurance. Provider shall procure and maintain, at the Provider's own expense, insurance in amounts sufficient to provide coverage in the following areas, when applicable: (1) comprehensive general liability; (2) comprehensive motor vehicle liability and (3) professional liability. Provider shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsement for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The County reserves the right to require complete, certified copies of all required insurance policies, at any time.

SECTION 6

Laws and Regulations

Section 6.1 Laws and Regulations. Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal (including the Health Insurance Portability and Accountability Act, HIPAA) and state laws.

Section 6.2 Reports from State Authority or Agency. The Provider will be expected to comply fully with all rules and regulations imposed by a State licensing authority. All written or verbal communications or reports from a State authority or agency, including but not limited to summaries of inspection reports or complaints of abuse or neglect resulting in investigation(s), shall be provided to Story County immediately upon receipt of same by the Provider.

Section 6.3 Compliance with Civil Rights Laws. Provider agrees not to discriminate or differentiate in the treatment of any individual based on sex, race, color, age, religion, national origin or otherwise qualified handicapped individual. Provider agrees to ensure services are rendered to Story County Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

Section 6.4 Equal Opportunity Employer. Story County is an equal employment opportunity employer. Story County supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with Story County's Equal Employment Policy as expressed herein.

Section 6.5 Confidentiality of Records. Story County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Story County Individuals under this Agreement in accordance with any applicable laws and regulations. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with

information from Story County about Individuals, it is fully bound by federal (including the Health Insurance Portability and Accountability Act, HIPAA, if applicable) and state laws and regulations governing the confidentiality of medical records and mental health records.

SECTION 7

Term and Termination

Section 7.1 Term. The term of this Agreement shall be for a period of one (1) year, commencing on the date first above written.

Section 7.2 Termination of Agreement Without Cause. Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

Section 7.3 Termination With Cause by Story County. Story County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) chapter 7 bankruptcy files by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

Section 7.4 Termination With Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to Story County upon the occurrence of Story County's material breach of any of the terms or obligations of this Agreement.

Section 7.5 Information to Story County Individuals. Provider acknowledges the right of Story County to inform Story County Individuals of Provider's termination and agrees to cooperate with Story County in deciding on the form of such notification.

Section 7.6 Nonrenewal of Agreement. Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

SECTION 8

Amendments

Section 8.1 Amendment. This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, Story County may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to Story County within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

Section 8.2 Regulatory Amendment. Story County may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

SECTION 9

Other Terms and Conditions

Section 9.1 Non-Exclusivity. This Agreement does not confer upon the Provider any exclusive right to provide services to Story County Individuals in Provider's geographical area. Story County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

Section 9.2 Assignment. Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of Story County.

Section 9.3 Subcontracting. Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to Story County.

Section 9.4 Entire Agreement. This Agreement and attachments attached hereto constitute the entire agreement between Story County and Provider, and supersedes or replaces any prior agreements between Story County and Provider relating to its subject matter.

Section 9.5 Rights of Provider and Story County. Provider agrees that Story County may use Provider's name, address, telephone number, and description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and Story County shall not use each other's name, symbol or service mark without prior written approval of the other party.

Section 9.6 Invalidity. If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

Section 9.7 No Waiver. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

Section 9.8 Notices to Story County. Any notice, request, demand, waiver, consent, approval or other communication to Story County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Story County Board of Supervisor's Office
Story County Administration Building
900 6th Street
Nevada Iowa 50201
Attention: Deb Schildroth

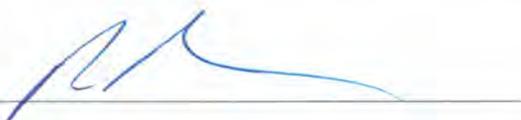
Section 9.9 Notices to Provider. Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

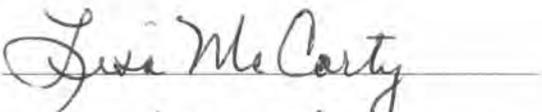
All Aboard for Kids
6115 510th St.
Ames, IA 50014
Attention: Lisa McCarty

This Agreement has been executed by the parties hereto, through their duly authorized officials.

COUNTY:

PROVIDER:

By: 

By: 

Print Name: Rick Sanders

Print Name: LISA MCCARTY

Print Title: Story County Board of Supervisors

Print Title: EXECUTIVE DIRECTOR

Date: 5/22/18

Date: 5/8/2018

ATTACHMENT A
SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2019

Service Description	Unit of Service	Rate
Out of School Program Not to Exceed \$1,700 *Funds are to be used for non-disabled participants.	1 Partial Day (3 hours)	\$70

CONTRACT

Letting Date: Apr 17, 2018 10:00 A.M. **Contract ID:** 85-C085-144 **Call Order No.:** 014
County: STORY **Project Engineer:** STORY COUNTY ENGINEER
Cost Center: 849300 **Object Code:** 890 **DBE Commitment:** \$23,000.00
Contract Work Type: BRIDGE REPLACEMENT - CCS

This agreement made and entered by and between the Contracting Authority,
BOARD OF SUPERVISORS OF STORY COUNTY
and Contractor,

HERBERGER CONSTRUCTION CO., INC.
Vendor ID: HE420 City: INDIANOLA State: IA

It is agreed that the notice and instructions to bidders, the proposal filed by the Contractor, the specifications, the plan, if any, for project(s) listed herein, together with Contractor's performance bond, are made a part hereof and together with this instrument constitute the contract. This contract contains all of the terms and conditions agreed upon by the parties hereto.

Contractor, for and in considerations of \$ 497,581.00 payable as set forth in the specifications constituting a part of this contract, agrees to construct various items of work and/or provide various materials or supplies in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders.

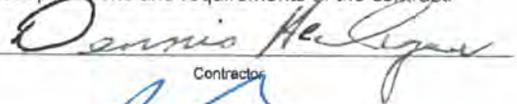
Contractor certifies by signature on this contract, under pain of penalties for false certification, that the Contractor has complied with Iowa Code Section 452A.17(8) as amended, if applicable, and Iowa Code Section 91C.5 (Public Registration Number), if applicable.

In consideration of the foregoing, Contracting authority hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set fourth, subject to the conditions as set forth in the specifications.

It is further understood and agreed that the above work shall also be commenced or completed in accordance with Page 1B of this Contract and assigned Proposal Notes.

To accomplish the purpose herein expressed, the Contracting authority and Contractor have signed this and one other identical instrument.

For Federal-Aid Contracts the Contractor certifies that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the contract.

By,  _____
Contractor Contractor (if joint venture)

By,  _____
Contracting Authority 5/22/18
Contract Award Date

Iowa DOT Concurrence _____
For Local Agency Contracts Concurrence Date



04/20/2018 13:43:20

AASHTOWare Project v3.01.164.01

Page 1 of 4

Contract Project(s)

Contract ID: 85-C085-144

Call Order No.: 014

Letting Date: Apr 17, 2018 10:00 A.M.

Project Number: BROS-C085(144)--8J-85

County: STORY

Project Work Type: BRIDGE REPLACEMENT - CCS

Accounting ID: 35170

Location: On Sand Hill Trail Over Unnamed Stream in S20 T83 R23

Route: SAND HILL TRAIL

Federal Aid - Predetermined Wages are not in Effect



04/20/2018 13:43:20

AASHTOWare Project v3.01.164.01

Page 2 of 4

Contract Time

Contract ID: 85-C085-144

Call Order No.: 014

Letting Date: Apr 17, 2018 10:00 A.M.

Site ID	Site Details	Liquidated Damages
00	Late Start Date 08/06/2018 70 WORK DAYS	\$1,000.00

(*) - Indicates Cost Plus Time Site. See Schedule of Items for Cost Per Unit



04/20/2018 13:43:20

AASHTOWare Project v3.01.164.01

Page 3 of 4

Notes

Contracts ID: 85-C085-144

Call Order No.: 014

Letting Date: Apr 17, 2018 10:00 A.M.

Notes :

There are no notes for this contract.



04/20/2018 13:43:20

AASHTOWare Project v3.01.164.01

Page 4 of 4

Contract Addenda

Contract ID: 85-C085-144

Call Order No.: 014

Letting Date: Apr 17, 2018 10:00 A.M.

No Addenda for this Contract.

Contract Specifications List

Contract ID: 85-C085-144

Call Order No.: 014

Letting Date: April 17, 2018 10:00 A.M.

Note	Description																
001.2015	<p>*** STANDARD SPECIFICATIONS -- SERIES 2015 *** The Iowa Department of Transportation STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, SERIES 2015, plus applicable General Supplemental Specifications, Developmental Specifications, Supplemental Specifications AND Special Provisions shall apply to construction work on this contract.</p>																
005.1113	<p>*** ELECTRONIC DOCUMENT STORAGE *** Section 1113 shall apply to this contract.</p>																
005.SRP.01	<p>*** REVISIONS TO STANDARD ROAD PLANS TABULATION ***</p> <p>>>> If referenced, replace the following Standard Road Plans:</p> <table border="0"> <tr> <td>TC-61</td> <td>04-17-18</td> </tr> <tr> <td>TC-418</td> <td>04-17-18</td> </tr> <tr> <td>TC-421</td> <td>04-17-18</td> </tr> <tr> <td>TC-422</td> <td>04-17-18</td> </tr> </table> <p>with the following, respectively:</p> <table border="0"> <tr> <td>TC-61</td> <td>04-21-15</td> </tr> <tr> <td>TC-418</td> <td>10-15-13</td> </tr> <tr> <td>TC-421</td> <td>10-21-14</td> </tr> <tr> <td>TC-422</td> <td>10-15-13</td> </tr> </table>	TC-61	04-17-18	TC-418	04-17-18	TC-421	04-17-18	TC-422	04-17-18	TC-61	04-21-15	TC-418	10-15-13	TC-421	10-21-14	TC-422	10-15-13
TC-61	04-17-18																
TC-418	04-17-18																
TC-421	04-17-18																
TC-422	04-17-18																
TC-61	04-21-15																
TC-418	10-15-13																
TC-421	10-21-14																
TC-422	10-15-13																
500.01	<p>*** WINTER WORK *** The free time allowed between November 15 and April 1 will not be permitted on this project. The Contractor shall work during the winter on all working days as defined in Article 1101.03 'Working Day'.</p>																
FHWA-1273.05	<p>FHWA-1273: REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS</p>																
GS-15006	<p>GENERAL SUPPLEMENTAL SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION</p>																



04/20/2018 13:43:20

AASHTOWare Project v3.01.164.01

Contract Schedule

Page 1 of 4

Contract ID: 85-C085-144

Awarded Vendor: HE420

HERBERGER CONSTRUCTION CO., INC.

SECTION 0001

ITEMS FOR A 80'-0 X 30'-6 CONTINUOUS CONCRETE SLAB BRIDGE

\$431,147.00

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0010	2401-6745625 REMOVAL OF EXISTING BRIDGE	LUMP SUM				16,000.00
0020	2402-2720000 EXCAVATION, CLASS 20	123.000 CY	50.00			6,150.00
0030	2403-0100010 STRUCTURAL CONCRETE (BRIDGE)	175.600 CY	775.00			136,090.00
0040	2404-7775000 REINFORCING STEEL	102.000 LB	5.00			510.00
0050	2404-7775005 REINFORCING STEEL, EPOXY COATED	46,871.000 LB	1.10			51,558.10
0060	2414-6424124 CONCRETE OPEN RAILING, TL-4	182.200 LF	90.00			16,398.00
0070	2501-0201042 PILES, STEEL, HP 10 X 42	575.000 LF	43.00			24,725.00
0080	2501-0201473 PILES, STEEL, HP 14 X 73	910.000 LF	72.00			65,520.00
0090	2501-5478073 CONCRETE ENCASEMENT OF STEEL H PILES, HP 14 X 73 (P10L TYPE 3)	261.000 LF	120.00			31,320.00
0100	2507-2638650 BRIDGE WING ARMORING - EROSION STONE	13.300 SY	60.00			798.00
0110	2507-3250005 ENGINEERING FABRIC	732.100 SY	4.00			2,928.40
0120	2507-6800061 REVTMENT, CLASS E	780.900 TON	55.00			42,949.50



04/20/2018 13:43:20

AASHTOWare Project v3.01.164.01

Contract Schedule

Page 2 of 4

Contract ID: 85-C085-144

Awarded Vendor: HE420

HERBERGER CONSTRUCTION CO., INC.

SECTION 0001

ITEMS FOR A 80'-0 X 30'-6 CONTINUOUS CONCRETE SLAB
BRIDGE

\$431,147.00

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0130	2533-4980005 MOBILIZATION	LUMP SUM			36,200.00	



Contract Schedule

Contract ID: 85-C085-144

Awarded Vendor: HE420

HERBERGER CONSTRUCTION CO., INC.

SECTION 0002 ROADWAY ITEMS \$66,434.00

Alt Set ID: **Alt Mbr ID:**

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0140	2101-0850001 CLEARING AND GRUBBING	0.200 ACRE	10,000.00		2,000.00	
0150	2102-2710070 EXCAVATION, CLASS 10, ROADWAY AND BORROW	1,962.000 CY	12.50		24,525.00	
0160	2105-8425015 TOPSOIL, STRIP, SALVAGE AND SPREAD	283.000 CY	9.00		2,547.00	
0170	2123-7450020 SHOULDER FINISHING, EARTH	3.720 STA	575.00		2,139.00	
0180	2312-8260050 GRANULAR SURFACING ON ROAD, CLASS A CRUSHED STONE	162.600 CY	55.00		8,943.00	
0190	2315-8275025 SURFACING, DRIVEWAY, CLASS A CRUSHED STONE	11.000 TON	30.00		330.00	
0200	2505-4008410 STEEL BEAM GUARDRAIL BARRIER TRANSITION SECTION, BA-201	3.000 EACH	2,100.00		6,300.00	
0210	2505-4008420 STEEL BEAM GUARDRAIL BARRIER TRANSITION SECTION, BA-221	1.000 EACH	1,350.00		1,350.00	
0220	2505-4021010 STEEL BEAM GUARDRAIL END ANCHOR, BOLTED	4.000 EACH	225.00		900.00	
0230	2505-4021710 STEEL BEAM GUARDRAIL TANGENT END TERMINAL, LS-625	3.000 EACH	2,200.00		6,600.00	
0240	2505-4021722 STEEL BEAM GUARDRAIL TANGENT END TERMINAL, BA-225	1.000 EACH	2,200.00		2,200.00	



Contract Schedule

Contract ID: 85-C085-144

Awarded Vendor: HE420

HERBERGER CONSTRUCTION CO., INC.

SECTION 0002

ROADWAY ITEMS

\$66,434.00

Alt Set ID:

Alt Mbr ID:

Contract Line Number	Item Number Item Description	Item Quantity and Units	Unit Price		Bid Amount	
			Dollars	Cents	Dollars	Cents
0250	2518-6910000 SAFETY CLOSURE	4.000 EACH	175.00		700.00	
0260	2526-8285000 CONSTRUCTION SURVEY	LUMP SUM			4,000.00	
0270	2528-8445110 TRAFFIC CONTROL	LUMP SUM			2,500.00	
0280	2602-0000312 PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	200.000 LF	6.00		1,200.00	
0290	2602-0000350 REMOVAL OF PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE	200.000 LF	1.00		200.00	
Total Bid:						\$497,581.00

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-L.L.L., "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

IOWA DOT

CONTRACTOR'S PERFORMANCE BOND

Bond Number: IAC587947
Contract I.D.: 85-C085-144
County: Story

KNOW ALL PERSONS BY THESE PRESENTS: That we,
Herberger Construction Company

of P.O. Box 326, Indianola, IA 50125-0326

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

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

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

(Iowa DOT, County, or City name, etc.)

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

Four Hundred Ninety Seven Thousand Five Hundred Eighty One Dollars and 00/100 _____ dollars
(\$ 497,581.00 _____)

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

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT whereas the above bounden Principal did enter into a written contract with the Contracting Authority to perform Bridge Replacement - CCS; Project No. BROS-C085(144)--8J-85

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

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

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

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

IOWA DOT

CONTRACTOR'S PERFORMANCE BOND

Bond Number: IAC587947
Contract I.D.: 85-C085-144
County: Story

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 7th day of May, 2018

Herberger Construction Company
By: Dennis Healy Principal
TREASURER Title

Merchants Bonding Company (Mutual)
By: Abigail R. Mohr Attorney-in-Fact
Address: P.O. Box 14498, Des Moines, IA 50306 - 3498



By: _____ Principal
_____ Title

By: _____ Surety
_____ Title

By: _____ Principal
_____ Title

By: _____ Surety
_____ Title

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

This bond approved by the Board of Supervisors of Story County,
this 22nd day of May, 2018
[Signature] Signature Chair Bos Title

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

This bond approved by the _____
this _____ day of _____, _____ (Contracting Authority)

Signature _____ Title _____

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

MERCHANTS
BONDING COMPANY
POWER OF ATTORNEY

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

Abigail R. Mohr

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

Surety Bond #: IAC587947
Principal: Herberger Construction Company
Obligee: Story County

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

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

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

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

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

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 7th day of May, 2018.

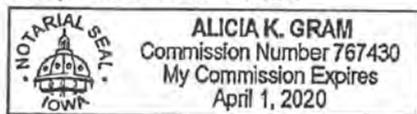


MERCHANTS BONDING COMPANY (MUTUAL)
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*
President

STATE OF IOWA
COUNTY OF DALLAS ss.

On this this 7th day of May, 2018, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

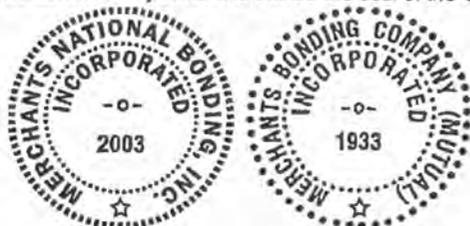


Alicia K. Gram
Notary Public

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

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

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 7th day of May, 2018.



William Warner Jr.
Secretary

Project No. L-F15-75-85
 Contractor MANATT'S, INC.
 Type of Work 367-PCC Paving
 Letting Date 2/14/2017
 Location Grant Ave., From 190th St. to north to Gilbert C.L.

Story County Road Department
 CONTRACT CONSTRUCTION PROGRESS VOUCHER
 Voucher: 11 - FINAL
 Date Last Voucher: 2/20/2018
 Date This Voucher: 2/27/2018

To Date: 6/7/2000
 Last Voucher: 67.00
 Authorized: 80
 Project Start Date: 7/10/2017
 Project End Date: 10/31/2017

REF	ITEM	DESCRIPTION	UNIT PRICE	UNIT	QTY.	CONTRACT AMOUNT	TOTAL THIS CLAIM QTY.	PREVIOUSLY ALLOWED QTY.	TOTAL ALLOWED QTY.
1	2101-0850001	CLEARING AND GRUBBING	\$1,500.00	ACRE	13.600	\$20,400.00	0.000	13.600	13.600
2	2102-0425070	SPECIAL BACKFILL	\$16,750	TON	5,143.200	\$86,148.600	0.000	4,607.800	4,607.800
3	2102-2710070	EXCAVATION, CLASS 10, ROADWAY	\$4,850	CY	16,413.100	\$79,603.535	0.000	16,413.100	16,413.100
4	2102-4560000	LOCATING TILE LINES	\$5,500	STA	5.000	\$2,000.000	0.000	2.500	2,500
5	2105-8425015	TOPSOIL, STRIP, SALVAGE AND SP	\$23,750	TON	4,832.800	\$26,590.400	0.000	4,832.800	4,832.800
6	2121-7425020	GRAVULAR SHOULDERS, TYPE B	\$44,750	STA	1,982.800	\$47,093.875	0.000	2,581.290	2,581.290
7	2122-5193009	PAVED SHOULDER, P.C., CONCRETE,	\$215.000	STA	580.000	\$25,955.000	0.000	580.000	580.000
8	2123-7450020	SHOULDER FINISHING, EARTH	\$450.000	EACH	282.790	\$82,949.850	0.000	282.790	282.790
9	2213-7100400	RELOCATION OF MAIL BOXES	\$34,250	SY	4.000	\$1,800.000	0.000	4.000	4.000
10	2301-1033090	STANDARD OR SLIP FORM PORTLAND	\$2,000.000	LS	21,604.900	\$79,987.825	0.000	21,604.900	21,604.900
11	2315-8275025	SURFACING, DRIVEWAY, CLASS A C	\$15,000	CY	1.000	\$2,000.000	0.000	1.000	1.000
12	2401-6750001	REMOVALS, AS PER PLAN	\$1,425.000	EACH	119.900	\$1,798.500	0.000	1.000	1.000
13	2402-2720100	EXCAVATION, CLASS 20, FOR ROAD	\$21,000	LF	4.000	\$5,700.000	0.000	4.000	4.000
14	2416-0100018	APRONS, CONCRETE, 18 IN. DIA.	\$2,000.000	LS	1.000	\$2,000.000	0.000	1.000	1.000
15	2416-1180018	CULVERT, CONCRETE ROADWAY PIPE	\$21,000	LF	100.000	\$5,200.000	0.000	4.000	4.000
16	2417-1040015	CULVERT, CORRUGATED METAL ENTR	\$21,000	LF	635.000	\$13,335.000	0.000	100.000	100.000
17	2435-0251218	INTAKE, SW-512, 18 IN.	\$1,400.000	EACH	15.000	\$21,000.000	0.000	15.000	15.000
18	2502-8212106	SUBDRAIN, PLASTIC PIPE, 6 IN.	\$25.500	LF	285.000	\$7,327.500	0.000	284.000	284.000
19	2502-8212112	SUBDRAIN, PLASTIC PIPE, 12 IN.	\$25.000	LF	300.000	\$6,300.000	0.000	15.000	15.000
20	2502-8215112	SUBDRAIN, CORRUGATED METAL PIP	\$400.000	EACH	11.000	\$4,400.000	0.000	11.000	11.000
21	2510-6750600	REMOVAL OF NTAKES AND UTILITY	\$39,250	SY	8,216.900	\$240,344.325	0.000	1.000	1.000
22	2511-0302500	RECREATIONAL TRAIL, PORTLAND C	\$38,250	STA	208.900	\$12,186.425	0.000	8,313.500	8,313.500
23	2511-0302800	SPECIAL COMPACTION OF SUBGRADE	\$325.250	STA	75.600	\$24,570.000	0.000	238.000	238.000
24	2511-0310100	DETECTABLE WARNINGS	\$90.000	SF	90.000	\$3,600.000	0.000	75.600	75.600
25	2511-7528101	SAFETY CLOSURE	\$40.000	EACH	13.000	\$1,170.000	0.000	100.000	100.000
26	2518-6910000	TYPE A SIGNS, SHEET ALUMINUM	\$20,700.000	LS	1.000	\$20,700.000	0.000	12.000	12.000
27	2524-9325001	CONSTRUCTION SURVEY	\$15.000	STA	185.770	\$2,786.550	0.000	11.000	11.000
28	2526-8285000	PAINTED PAVEMENT MARKING, WATE	\$3,200.000	LS	1.000	\$3,200.000	0.000	244.280	244.280
29	2527-9283109	TRAFFIC CONTROL	\$80,000.000	LS	1.000	\$80,000.000	0.000	1.000	1.000
30	2528-9445110	MOBILIZATION	\$35,000.000	TON	1.000	\$35,000.000	0.000	1.000	1.000
31	2533-4980005	TEMPORARY SURFACING	\$25.000	LF	113.300	\$2,832.500	0.000	0.000	0.000
32	2539-9999020	SODDING	\$2,000	LF	240.000	\$480.000	0.000	19.800	19.800
33	2601-2639010	SILT FENCE	\$2,000	LF	1,320.000	\$2,640.000	0.000	0.000	0.000
34	2602-0000020	MAINTENANCE OF SILT FENCE OR S	\$0.250	LF	1,560.000	\$390.000	0.000	0.000	0.000
35	2602-0000030	MOBILIZATIONS, EROSION CONTROL,	\$500.000	EACH	4.000	\$2,000.000	0.000	2.000	2.000
36	2602-0000101	MOBILIZATIONS, EMERGENCY EROSI	\$1,000.000	EACH	4.000	\$4,000.000	0.000	0.000	0.000
37	2602-0010010								
38	2602-0010020								
						\$1,587,077.39			
						\$1,575,245.63			
						\$0.00			
						\$1,575,245.64			
						\$0.00			

Contractor / MANATT'S, INC.
 Date 5-8-18
John McDonald

Story County Engineer Darren Moon
 Date 5-14-18
Darren Moon

Story County Board of Supervisors
 Date 5/22/18
 Amount due this statement: \$30,000.01
 Less 0.0% retention \$0.00
 (\$1,545,245.63)



Story County Planning and Development
Administration Building
900 6th Street, Nevada, Iowa 50201
Ph. 515-382-7245 www.storycountyiaowa.gov

MEMORANDUM

Date: May 17, 2018

TO: Story County Board of Supervisors

FROM: Emily Zandt, Planning and Development Department

RE: Zoning Permit and Site Development Plan for the proposed 9' x 16' (144 square foot) equipment storage building to be located at the site of an existing 190' guyed tower located at 32568 657th Avenue, Maxwell

Cover 2, LLC is proposing to construct a 9' x 16' (144 square foot) equipment shelter building for an existing communications tower located at 32568 657th Avenue, located south of the City of Maxwell. This zoning permit and site development plan application are a part of an insignificant modification request for previously issued CUP05-06 for the addition of six multiband antennas, six remote radio heads, and one Raycap to the existing guyed tower. This equipment building will provide shelter for new equipment associated with new equipment to be mounted on the tower. The existing tower and the proposed equipment shelter building are located within a 300' x 300' (90,000 square foot) lease area on a 40-gross acre parcel.

The proposed equipment shelter building will be located directly to the north of the existing tower and will be enclosed by a 6' high solid, wood-plank fence that will match the existing onsite fencing. The proposed 9' x 16' equipment shelter building will be 10' in height. The proposed structure will meet the minimum setback requirements in the A-1 Agricultural District. Erosion control filter sock will be installed prior to construction.

Based on the Site Development Plan and Zoning Permit application, Planning and Development staff recommend the Board of Supervisors approve the Zoning Permit Application and Site Development Plan for the addition of a proposed 144 square foot equipment storage building and fencing submitted by Cover 2, LLC.

Story County Planning and Development

900 6th Street, Nevada, Iowa 50201
 (515) 382-7245 — pweb@storycounty.iowa.gov — www.storycounty.iowa.gov



ZONING AND SIGN PERMITS

1. Property Owner*

(Last Name) TowerCo IV, LLC
 (First Name) _____
 (Address) 500 Valleystone Dr.
 (City) Cary (State) NC (Zip) 27519
 (Phone) 9195635700 (Email) jwoodward@towerco.com

2. Applicant (if different than owner)

(Last Name) Cover 2, LLC
 (First Name) _____
 (Address) 800 S. Main St. PO Box 835
 (City) Monona (State) IA (Zip) 52159
 (Phone) 5635392122 (Email) aahmad@neitel.com or shanson@neitel.com

3. Property Address 32568 657th Ave Maxwell, IA 50161

Parcel ID Number(s) 15-27-400-201

4. Certification and Signature

I/we certify that the information and exhibits submitted are true and correct to the best of my knowledge and that in filing this application I am acting with the knowledge, consent and authority of the owners of the property. Pursuant to said authority, I hereby permit County officials to enter upon the property for the purpose of inspection.

*Acknowledgement of property owner is required and may occur via email or signature of this application.

Property Owner Signature _____ Date 5/16/18 Applicant Signature [Signature] Date 5/10/18

Zoning (Residential)

Type of Structure: _____
 Use of Structure: _____
 Dimensions: _____
 Height: _____
 Current # of Bedrooms: _____
 # of Bedrooms to be added: _____

Submittal Requirements

- Filing Fee (required prior to processing): See Valuation sheet
- Site Development Plan showing proposed building in relation to property and setbacks thereof, as well as conformance to all sections of Chapter 88 of the Story County Code of Ordinances
- Blue Prints/Construction Drawings
- List of any Tier 2 Materials onsite

Zoning (Non-Residential)

Type of Structure: Concrete Shelter
 Use of Structure: Communications
 Dimensions: 9x16
 Height: 10'

Submittal Requirements

- Filing Fee (required prior to processing): See Valuation sheet
- Site Development Plan showing proposed building in relation to property and setbacks thereof, as well as conformance to all sections of Chapter 88 of the Story County Code of Ordinances
- Blue Prints/Construction Drawings
- List of any Tier 2 Materials onsite

Sign

Board Member Initials: [Signature] **DENIED**

Dimensions: _____
 Height: _____
Submittal Requirements:

- Filing Fee (required prior to processing): \$50
- Site Development Plan showing proposed external (freestanding) sign in relation to property and setbacks thereof
- Elevation drawings of proposed external wall sign showing dimensions of wall and location of wall sign on building. Include dimensions of building wall.
- Sketch/drawing of proposed sign showing height and dimensions
- Other items as determined by the Director

→ Please contact your electric provider for setback requirements from electric lines.

Receipt No. _____
 Receipt Amount _____

VALUATION

Provide the area in square feet of all the following items which apply.

NEW CONSTRUCTION - Single Family Dwelling

Total Square Footage (ALL floors excluding basement/garage)		Value	Multiply sq. footage times applicable dollar
Wood Frame	_____ sq. ft.	X \$82.00	_____ \$0.00
Masonry	_____ sq. ft.	X \$90.00	_____ \$0.00
Mobile Home	_____ sq. ft.	X \$57.00	_____ \$0.00
Manufactured Home	_____ sq. ft.	X \$67.00	_____ \$0.00
Basement Finished	_____ sq. ft.	X \$42.00	_____ \$0.00
Basement Unfinished	_____ sq. ft.	X \$16.00	_____ \$0.00
Porch (Including those on piers/posts)			
Open with Roof	_____ sq. ft.	X \$35.00	_____ \$0.00
3-Season	_____ sq. ft.	X \$60.00	_____ \$0.00
Decks All	_____ sq. ft.	X \$20.00	_____ \$0.00
Garage Attached	_____ sq. ft.	X \$32.00	_____ \$0.00
Detached w/ Utilities	_____ sq. ft.	X \$25.00	_____ \$0.00
Detached w/o Utilities	_____ sq. ft.	X \$20.00	_____ \$0.00

ADDITIONS - To an existing Single Family Dwelling

Addition (ALL floors excluding basement and garage)		Value	Multiply sq. footage times applicable dollar
Wood Frame	_____ sq. ft.	X \$65.00	_____ \$0.00
Masonry	_____ sq. ft.	X \$70.00	_____ \$0.00
Mobile Home	_____ sq. ft.	X \$50.00	_____ \$0.00
Manufactured Home	_____ sq. ft.	X \$55.00	_____ \$0.00
Basement Addition Finished	_____ sq. ft.	X \$26.00	_____ \$0.00
Basement Addition Unfinished	_____ sq. ft.	X \$16.00	_____ \$0.00
Porch Addition (Including those on piers/posts)			
Open with Roof	_____ sq. ft.	X \$35.00	_____ \$0.00
3-Season	_____ sq. ft.	X \$60.00	_____ \$0.00
Deck Addition All	_____ sq. ft.	X \$20.00	_____ \$0.00
Garage Addition Attached	_____ sq. ft.	X \$32.00	_____ \$0.00
Detached w/ Utilities	_____ sq. ft.	X \$25.00	_____ \$0.00
Detached w/o Utilities	_____ sq. ft.	X \$20.00	_____ \$0.00

ACCESSORY BUILDINGS AND FENCES

Garage Detached w/ Utilities	_____ sq. ft.	X \$25.00	_____ \$0.00
Detached w/o Utilities	_____ sq. ft.	X \$20.00	_____ \$0.00
Pole Building With Utilities	_____ sq. ft.	X \$15.00	_____ \$0.00
Without Utilities	_____ sq. ft.	X \$11.00	_____ \$0.00
Storage Shed With Utilities	200 sq. ft.	X \$17.00	_____ \$0.00
(Up to 250 sq. ft.) Without Utilities	_____ sq. ft.	X \$14.00	_____ \$0.00
Lean-to With Utilities	_____ sq. ft.	X \$7.00	_____ \$0.00
Without Utilities	_____ sq. ft.	X \$5.00	_____ \$0.00
Gazebo With Utilities	_____ sq. ft.	X \$21.00	_____ \$0.00
Without Utilities	_____ sq. ft.	X \$16.00	_____ \$0.00
Fence Per Lineal Foot	_____ lin. ft.	X \$8.00	_____ \$0.00
Wind Energy Systems (Non-Commercial)	_____ lin. ft.	X \$8.00	_____ \$0.00

Estimated Value of Construction	Fee	Total Value	Engineer's construction value/bid*
Up to \$20,000	\$30.00	TOTAL FEE	\$0.00
ABOVE \$20,000	0.15% of Value		\$0.00

* Manufactured concrete communication shelter. Cost # \$17,500.

SECTION	DESCRIPTION
SECTION 3: TRENCHING	MATERIALS
SECTION 4: CONCRETE WORK	CONCRETE FORMWORK
SECTION 5: STRUCTURAL STEEL	STRUCTURAL STEEL
SECTION 6: GROUNDING	GROUNDING
SECTION 7: ELECTRICAL	ELECTRICAL
SECTION 8: TOWER AND ANTENNA INSTALLATION	TOWER AND ANTENNA INSTALLATION
SECTION 9: LANDSCAPING & SITE RESTORATION	LANDSCAPING & SITE RESTORATION

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SECTION 3: TRENCHING

3.1 MATERIALS

FILL MATERIALS SHALL BE OBTAINED, WHEN POSSIBLE, FROM MATERIALS EXCAVATED BY THE CONTRACTOR. ALL MATERIALS SHALL BE FREE OF ORGANIC MATERIALS OR ROCKS. ALL FILL MATERIAL SHALL BE FREE OF OBSTRUCTIVE MATERIALS AND/OR MATERIALS DESIGNATED AS HAZARDOUS OR POTENTIALLY HAZARDOUS. THE FILL MATERIAL SHALL BE PLACED IN 18 INCH LOOSE LIFTS WHEN UTILIZING HEAVY COMPACTION EQUIPMENT OR 6 INCH LOOSE LIFTS WHEN UTILIZING HAND OPERATED TAMPERS.

3.2 PPE DETECTION AND IDENTIFICATION

ALL ELECTRICAL SERVICE TRENCHES SHALL BE MARKED WITH DETECTABLE WARNING TAPE.

3.3 TRENCH EXCAVATION

A. DIG TRENCH TO DEPTHS AND GRADES SHOWN ON THE PLANS OR AS DIRECTED BY THE CONSTRUCTION MANAGER.

B. TRENCH LENGTH SHALL BE SUFFICIENT TO ALLOW FOR SATISFACTORY CONSTRUCTION OF THE TOWER AND ANTENNA. TRENCHES SHALL BE PROTECTED FROM OTHER CONSTRUCTION WORK OR ADJACENT FACILITIES.

C. DISPOSE OF EXCESS AND UNSUITABLE EXCAVATION MATERIAL PROPERLY.

D. USE HAND EXCAVATION METHODS WHEN REQUIRED BY LOCAL OR STATE REGULATIONS OR OTHER FACILITIES.

3.4 TRENCH PROTECTION

A. PROVIDE MATERIALS, LABOR, AND EQUIPMENT NECESSARY TO PROTECT TRENCHES AT ALL TIMES.

B. SHEETING AND BRACING SHOULD MEET OR EXCEED OSHA REQUIREMENTS.

3.5 BACKFILLING

A. PROTECT CONDUIT FROM LATERAL MOVEMENT, DAMAGE FROM IMPACT, OR UNBALANCED LOADS. BACKFILL TRENCHES WITH APPROVED BACKFILL AND RECOMPACT AS SPECIFIED.

B. ANY SUBSEQUENT SETTLEMENT OF TRENCH OR BACKFILL DURING MAINTENANCE PERIOD (1 YEAR MINIMUM) SHALL BE REMOVED, REPLACED, AND RECOMPACTED BY CONTRACTOR AT NO ADDITIONAL EXPENSE TO OWNER.

SECTION 4: CONCRETE WORK

4.1 CONCRETE FORMWORK

CONTRACTOR SHALL FOLLOW ALL APPLICABLE CODES AND STANDARDS (IBC, ACI, ETC.) WHEN COMPLETING CONCRETE WORK.

A. FORMS SHALL BE SMOOTH AND FREE OF SURFACE IRREGULARITIES. CONTRACTOR SHALL UTILIZE FORM RELEASE AGENTS AS NECESSARY.

B. EXPOSED EDGES OF ALL TOWER FOUNDATIONS SHALL RECEIVE A 3/4" CHAMFER. OTHER EXPOSED EDGES SHALL RECEIVE A DOUBLED RADIUS FINISH.

C. UPON COMPLETION, CONTRACTOR SHALL REMOVE ALL FORMS INCLUDING THOSE CONVEALED OR BURIED.

D. REFER TO PLANS AND TOWER DRAWINGS FOR ADDITIONAL REQUIREMENTS.

4.2 CONCRETE REINFORCEMENT

REFER TO PLANS AND TOWER DRAWINGS FOR REINFORCEMENT REQUIREMENTS.

4.3 CAST-IN-PLACE CONCRETE

REFER TO STRUCTURAL DRAWINGS FOR CONCRETE REQUIREMENTS (WALL COATINGS, FOUNDATIONS, ETC.). ANY NONSTRUCTURAL SITE CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH OF 3,000 PSI.

A. ALL CONCRETE SHALL BE VIBRATED IN PLACE USING HIGH FREQUENCY, LOW AMPLITUDE VIBRATORS. VIBRATORS SHALL BE USED TO CONSOLIDATE CONCRETE AND TO REMOVE AIR BETWEEN REINFORCEMENT AND OVER THE SURFACE TO SOLIDIFY ALL AREAS. DISCONTINUE VIBRATION WHEN RISERS ENTRAPPED AIR BUBBLES STOP BREAKING THE LEVELING SURFACE. DO NOT OVERVIBRATE AS THIS MAY CAUSE SEGREGATION.

4.4 QUALITY CONTROL

ALL STRUCTURAL CONCRETE SHALL BE INSPECTED BY INDEPENDENT, QUALIFIED PROFESSIONAL ENGINEER OR SURVEYOR. ALL CONCRETE CYLINDERS SHALL BE TESTED BY AN INDEPENDENT LAB AT A MINIMUM. 5 CYLINDERS SHALL BE CAST AND TESTED AT 1, 7, AND 28 DAYS. THE REMAINING CYLINDER SHALL BE RESERVED FOR RE-TESTING, IF NECESSARY.

THE CONTRACTOR IS RESPONSIBLE FOR COORDINATION WITH THE CONSTRUCTION MANAGER AND/OR TESTING AGENCY FOR A MINIMUM OF 48 HOURS PRIOR TO EACH FOUNDATION POUR. IF A POUR OCCURS WITHOUT THE REQUESTED INSPECTION, THE OWNER CAN ASSUME THAT THE INSTALLATION WAS NOT INSTALLED CORRECTLY AND REQUIRE REPAIR/REPLACE.

B. THE CONTRACTOR SHALL BE RESPONSIBLE TO REMOVE AND REPLACE, AT HIS SOLE EXPENSE, ANY CONCRETE THAT DOES NOT MEET THE ABOVE SPECIFICATIONS, OR WHICH DOES NOT MEET THE REQUIREMENTS OF THE PLANS OR TOWER DRAWINGS. ANY SUCH CONCRETE SHALL BE REMOVED AND REPLACED WITHIN THE SAME TIME FRAME AS THE ORIGINAL POUR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COST OF ALL MATERIALS, LABOR, AND EQUIPMENT NECESSARY TO PROTECT TRENCHES AT ALL TIMES.

C. DESPITE THE ABOVE REQUIREMENT, THE CONTRACTOR IS RESPONSIBLE TO PERFORM QUALITY WORK AND IS THE GUARANTOR OF THE FINISHED PRODUCT. IF A DEFECT IS NOT IMMEDIATELY IDENTIFIED BY THE INSPECTOR, OWNER, OR CONSTRUCTION MANAGER, BUT IS IDENTIFIED LATER, THE CONTRACTOR SHALL STILL BE RESPONSIBLE TO CORRECT AND DEFECT.

D. CONTRACTOR MUST VERIFY THAT CONCRETE MEETS DESIGN REQUIREMENT FOR STRENGTH AND OTHER PARAMETER BEFORE PLACING ANY SERVICE LOADS.

SECTION 5: STRUCTURAL STEEL

A. UNLESS OTHERWISE NOTED, ALL DETAILING, FABRICATION AND PLACING OF REINFORCING STEEL SHALL CONFORM TO THE MANUAL OF STANDARD PRACTICES FOR DETAILING REINFORCED CONCRETE STRUCTURES (ACI 318).

B. ALL REINFORCING STEEL SHALL BE NEW BILLET STEEL CONFORMING TO ASTM A615 (GRADE 60, DEFORMED).

C. HEATING AND WELDING OF BARS IS PROHIBITED UNLESS WRITTEN APPROVAL IS OBTAINED FROM THE STRUCTURAL ENGINEER.

D. ALL REINFORCEMENT BARS ARE TO BE FREE FROM LOOSE RUST AND SCALE.

E. UNLESS OTHERWISE NOTED, ALL REINFORCEMENT SHALL HAVE A MINIMUM CONCRETE COVER OF 3 INCHES. CONTRACTOR SHALL UTILIZE SPACERS AND CHAIRS AS REQUIRED.

F. SPICES IN REINFORCEMENT STEEL ARE PROHIBITED, UNLESS APPROVED BY THE STRUCTURAL ENGINEER. ALL SPICES MUST THEN MEET ALL APPLICABLE ASTM STANDARDS FOR SPlicing.

G. WELDING SHALL BE IN ACCORDANCE WITH THE AMERICAN WELDING SOCIETY (AWS) D1.1-92, STRUCTURAL WELDING CODE.

SECTION 6: GROUNDING

A. GROUNDING IS TO BE CONSTRUCTED UP MATERIALS INDICATED ON THE DRAWINGS. ALL ABOVE GROUND LEADS TO BE SEALED IN CARTRIDGE JOINTS.

B. GROUND ALL CORNER POSTS WITH EXOTHERMIC WELDS. CONNECTION TO BE NO MORE THAN 12 INCHES ABOVE GROUND BUT MUST BE VISIBLE.

C. USE BROAD GROUND - GROUND SUPPORT POST TO GROUND RING AND GROUND ICE BRIDGE TO THE POST.

D. A SMOOTH, DOWNWARD PATH TO GROUND IS REQUIRED FOR ALL GROUND LEADS.

E. CONTRACTOR TO BE RESPONSIBLE FOR EQUIPMENT BUILDING GROUND RING IN 2 LOCATIONS.

F. PROPOSED GROUND RING SHALL BE INSTALLED A MINIMUM OF 7 FEET FROM ANY STRUCTURE AT BASE OF ANTENNA TOWER. ATTACH GROUND RITS FROM COAXIAL CABLES TO TOWER GROUND BAR. LOCATE GROUND RING AROUND TOWER AND BOND GROUND BAR TO GROUND RING AS INDICATED ON DRAWINGS. CONTRACTOR TO PROVIDE GROUND BBI AND ALL INSTANTANEOUSLY.

H. DOUBLING UP OR "STACKING" OF CONNECTION IS NOT PERMITTED.

OXIDE INHIBITING COMPOUND TO BE USED AT ALL CONNECTIONS.

RESISTIVITY TEST SHALL BE PERFORMED BY THE CONTRACTOR PRIOR TO BACKFILLING. A RESISTIVITY TEST SHALL BE DOCUMENTED WITH COPIES PROVIDED TO THE OWNER AND CONSTRUCTION MANAGER.

K. DO NOT INSTALL BURIED OVERHEAD CABLES OF THE LEASED AREA. CONTRACTOR SHALL NOTIFY THE OWNER 24 HOURS IN ADVANCE OF THE GROUND RING INSTALLATION. IF A REPRESENTATIVE IS NOT PRESENT, CONTRACTOR SHALL PHOTOGRAPH ENTIRE INSTALLATION AND PROVIDE PHOTOGRAPHS TO CONSTRUCTION MANAGER WITHIN 48 HOURS.

SECTION 7: ELECTRICAL

A. PROVIDE 2 PULL STRINGS SECURELY FASTENED AT EACH END OF ALL CONDUITS.

B. THE CONTRACTOR SHALL LOCATE AND MARK ALL EXISTING UNDERGROUND POWER, TELEPHONE, CABLE, AND OTHER UTILITIES PRIOR TO TRENCHING. ANY DAMAGE CAUSED TO THE EXISTING UNDERGROUND SERVICES OR SYSTEMS SHALL BE REPAIRED AT THE CONTRACTOR'S SOLE EXPENSE.

C. CONTRACTOR SHALL CONTACT UTILITY PROVIDER PRIOR TO BEGINNING CONSTRUCTION TO VERIFY THAT SERVICE HAS BEEN ORDERED AND DISCUSS ANY SITE SPECIFIC REQUIREMENTS. CHANGE ORDERS RELATED TO UTILITY REQUIREMENTS OR REQUESTS WILL NOT BE ALLOWED UNLESS THIS CONDITION HAS BEEN MET.

D. CONTRACTOR TO COORDINATE WITH UTILITY COMPANY FOR CONNECTION OF TEMPORARY AND PERMANENT POWER TO THE SITE. THE TEMPORARY POWER AND ALL HOOKUP COSTS SHALL BE PAID BY CONTRACTOR.

E. ALL MATERIALS UTILIZED SHALL BE UL LISTED.

SECTION 8: TOWER AND ANTENNA INSTALLATION

A. IF REQUIRED, ERECT FINISHED TOWER, PRIOR TO ERECTION, CONTRACTOR MUST VERIFY THAT CONCRETE HAS MET THE MINIMUM STRENGTH REQUIREMENTS AS WELL AS ANY OTHER INSPECTION OR TESTING REQUIREMENTS.

B. INSTALL ANTENNAS AND LINES AS INDICATED ON THE DRAWINGS AND PER OWNER SPECIFICATIONS.

C. INSTALL ANTENNA AND COAX MOUNTING HARDWARE AS INDICATED ON THE DRAWINGS OR APPROVED BY THE CONSTRUCTION MANAGER.

D. ASSIST OWNER TECHNICIANS IN PERFORMING SWEEP TESTS OF INSTALLED COAX.

E. ANTENNA INSTALLATION TO BE CONDUCTED BY FIELD CREWS EXPERIENCED IN THE ERECTION OF ANTENNAS, TRANSMISSION LINES, AND SUPPORT STRUCTURES.

F. CONTRACTOR SHALL FOLLOW ALL APPLICABLE STANDARDS INCLUDING, BUT NOT LIMITED TO, ENR 222 (LATEST VERSION), FAA ADVISORY CIRCULAR AC70785-A, FCC RULES & REGULATIONS.

SECTION 9: LANDSCAPING & SITE RESTORATION

CONTRACTOR SHALL FURNISH, INSTALL, AND MAINTAIN LANDSCAPE WORK AS SHOWN ON THE CONSTRUCTION DRAWINGS OR REQUIRED IN THE SPECIFICATIONS.

CONTRACTOR SHALL UTILIZE THE SERVICES OF A LANDSCAPE CONTRACTOR TO ENSURE THE LANDSCAPING IS PROPERLY INSTALLED, WATERED, AND OTHERWISE MAINTAINED. CONTRACTOR SHALL GUARANTEE LANDSCAPING FOR A MINIMUM OF 1 YEAR AND SHALL REPLACE ANY DEAD OR VISIBLY DISTRESSED PLANTS WITHIN THIS PERIOD.

9.1 PROTECTION

A. CONTRACTOR SHALL PROTECT SEEDED AREAS FROM EROSION THROUGH THE USE OF AN EROSION CONTROL MESH OR MULCH NET.

B. ALL TREES PLACED IN CONJUNCTION WITH A LANDSCAPE PLAN WILL BE WRAPPED, TIED WITH HOPE PROTECTED WIRE AND SECURED TO A STEEL ANGLE EXTENDING TWO FEET INTO THE GROUND ON FOUR SIDES OF THE TREE.

C. ALL EXPOSED AREAS SHALL BE PROTECTED AGAINST WASHOUTS AND SOIL EROSION.

9.2 INSTALLATION

A. SEED AND FERTILIZER SHALL BE APPLIED TO SURFACE CONDITIONS TO ENCOURAGE ROOTING. RAKE AREAS TO BE SEED TO EVEN THE SURFACE AND LOOSEN THE SOIL.

B. SOW SEED IN TWO DIRECTIONS IN TWICE THE QUANTITY RECOMMENDED BY THE SEED PRODUCER.

C. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE GROWTH OF SEEDS AND LANDSCAPED AREAS BY WATERING, CONTINUE TO REWORK BARE AREAS UNTIL COMPLETE COVERAGE IS OBTAINED.

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NO.	DATE	DESCRIPTION
1	01/15/2024	ISSUED FOR PERMIT
2	01/22/2024	REVISION
3	01/29/2024	REVISION
4	02/05/2024	REVISION
5	02/12/2024	REVISION
6	02/19/2024	REVISION
7	02/26/2024	REVISION
8	03/05/2024	REVISION
9	03/12/2024	REVISION
10	03/19/2024	REVISION
11	03/26/2024	REVISION
12	04/02/2024	REVISION
13	04/09/2024	REVISION
14	04/16/2024	REVISION
15	04/23/2024	REVISION
16	04/30/2024	REVISION
17	05/07/2024	REVISION
18	05/14/2024	REVISION
19	05/21/2024	REVISION
20	05/28/2024	REVISION
21	06/04/2024	REVISION
22	06/11/2024	REVISION
23	06/18/2024	REVISION
24	06/25/2024	REVISION
25	07/02/2024	REVISION
26	07/09/2024	REVISION
27	07/16/2024	REVISION
28	07/23/2024	REVISION
29	07/30/2024	REVISION
30	08/06/2024	REVISION
31	08/13/2024	REVISION
32	08/20/2024	REVISION
33	08/27/2024	REVISION
34	09/03/2024	REVISION
35	09/10/2024	REVISION
36	09/17/2024	REVISION
37	09/24/2024	REVISION
38	10/01/2024	REVISION
39	10/08/2024	REVISION
40	10/15/2024	REVISION
41	10/22/2024	REVISION
42	10/29/2024	REVISION
43	11/05/2024	REVISION
44	11/12/2024	REVISION
45	11/19/2024	REVISION
46	11/26/2024	REVISION
47	12/03/2024	REVISION
48	12/10/2024	REVISION
49	12/17/2024	REVISION
50	12/24/2024	REVISION
51	12/31/2024	REVISION

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7	02/26/2024	REVISION
8	03/05/2024	REVISION
9	03/12/2024	REVISION
10	03/19/2024	REVISION
11	03/26/2024	REVISION
12	04/02/2024	REVISION
13	04/09/2024	REVISION
14	04/16/2024	REVISION
15	04/23/2024	REVISION
16	04/30/2024	REVISION
17	05/07/2024	REVISION
18	05/14/2024	REVISION
19	05/21/2024	REVISION
20	05/28/2024	REVISION
21	06/04/2024	REVISION
22	06/11/2024	REVISION
23	06/18/2024	REVISION
24	06/25/2024	REVISION
25	07/02/2024	REVISION
26	07/09/2024	REVISION
27	07/16/2024	REVISION
28	07/23/2024	REVISION
29	07/30/2024	REVISION
30	08/06/2024	REVISION
31	08/13/2024	REVISION
32	08/20/2024	REVISION
33	08/27/2024	REVISION
34	09/03/2024	REVISION
35	09/10/2024	REVISION
36	09/17/2024	REVISION
37	09/24/2024	REVISION
38	10/01/2024	REVISION
39	10/08/2024	REVISION
40	10/15/2024	REVISION
41	10/22/2024	REVISION
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44	11/12/2024	REVISION
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47	12/03/2024	REVISION
48	12/10/2024	REVISION
49	12/17/2024	REVISION
50	12/24/2024	REVISION
51	12/31/2024	REVISION

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3	01/29/2024	REVISION
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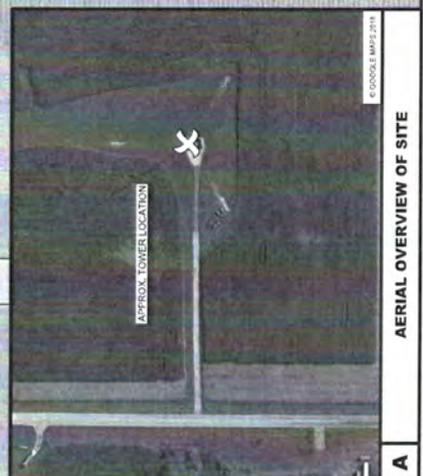
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33	08/27/2024	REVISION
34	09/03/2024	REVISION
35	09/10/2024	

Edge
 CONSULTANTS
 424 WATER STREET
 PROPOLE, ILLINOIS 61870
 815.444.1581 FAX
 www.edgeconsultants.com

COVER 2, LLC.
 10101 N. W. 11TH ST.
 SUITE 100
 PROPOLE, ILLINOIS 61870
 PHONE: 815.512.2122

SITE PLAN
 MAXWELL (SITE # 24)
 MAXWELL, IOWA

DATE	DESCRIPTION
JAN 2018	REV. A
JUN 2018	REV. B
DRAWN BY: []	
CHECKED BY: []	
DATE: 5/15/2018	
DRAWING NUMBER: 18184	
SHEET TYPE: PRELIM DWGS.	
SHEET NUMBER: C-101	



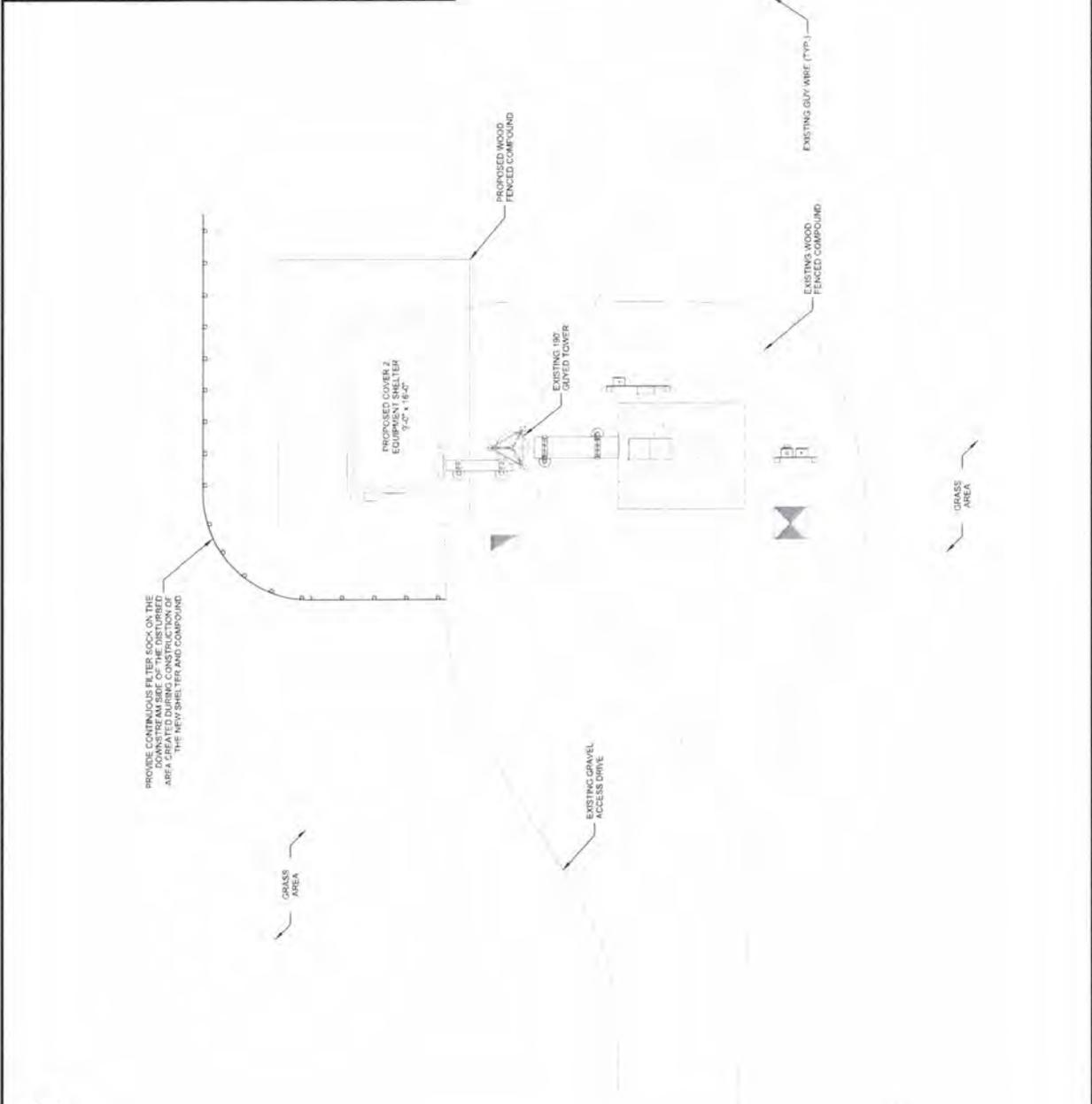
© GOOGLE MAPS 2018

A AERIAL OVERVIEW OF SITE



GRADING PLAN & RESTORATION NOTES

- EXCAVATOR SHALL BE SOLELY RESPONSIBLE TO PROVIDER ADVANCE NOTICE TO THE DESIGNATED "ONE CALL SYSTEM" NOT LESS THAN THREE (3) BUSINESS DAYS PRIOR TO ANY UTILITY LOCATIONS. CONTRACTOR IS REQUIRED TO PERFORM WORK CONTAINED ON THIS DRAWING.
- EXISTING CONDITIONS SHALL BE FIELD VERIFIED BY THE CONTRACTOR AND DISCREPANCIES REPORTED TO ENGINEER PRIOR TO STARTING OF WORK.
- FINISHED SITE TO BE GRADED TO MAINTAIN POSITIVE DRAINAGE IN ALL AREAS.
- ALL DISTURBED GRASS/TURF AREAS SHALL BE RESTORED WITH TOPSOIL, SEED AND MULCH TOPSOIL TO BE 6-INCHES MINIMUM. SEED SHALL BE AGRICULTURAL GRADE 100% PURE AND FREE FROM WEEDS. SEEDING SHALL BE DONE BETWEEN MARCH 1ST AND MAY 31ST OR BETWEEN AUGUST 1ST AND SEPTEMBER 30TH. EROSION CONTROL MEASURES TO BE MAINTAINED UNTIL FINAL SITE RESTORATION.
- FINISHED GRADE SLOPES GREATER THAN 10:1 (DITCH/WALL BOTTOMS) SHALL BE STABILIZED WITH EROSION CONTROL MATS. EROSION CONTROL REQUIRE TEMPORARY ROLLED EROSION CONTROL PRODUCT, TYPE 1-C, AND SHALL BE ANCHORED ACCORDING TO SDAS DETAIL 9940.103.
- WATER AND MAINTAIN RESTORED AREAS FOR MINIMUM OF 2 WEEKS OR WHEN GRASS IS OVER 3-INCHES IN HEIGHT. WHICHEVER IS THE GREATER. MAINTENANCE SHALL BE REQUIRED IN ALL AREAS IS REQUIRED PRIOR TO FINAL ACCEPTANCE.
- NO PROPOSED EARTHWORK SHALL HAVE A GREATER SLOPE THAN 3:1.
- CONTRACTOR SHALL PROVIDE STAKED FILTER SOCK IN ACCORDANCE WITH SDAS DETAIL 9942.107.
- CONTRACTOR TO PERFORM MAINTENANCE AND INSPECTION OF EROSION CONTROL MEASURES THROUGHOUT CONSTRUCTION. INSPECTION UNTIL FULL VEGETATION ESTABLISHMENT AND/OR PROJECT COMPLETION. MAINTENANCE SHALL BE PERFORMED IN ACCORDANCE WITH WEEKLY EROSION CONTROL INSPECTIONS AND INSPECTIONS PERFORMED AFTER A 0.5-INCH RAIN EVENT OR GREATER.



EDGE CONSULTING ENGINEERS, INC.

110 S. MAIN STREET
MUSKOGEE, ALABAMA 36544
PHONE: 334.337.2727
WWW.EDGECONSULTING.COM

COVER 2, LLC.
110 S. MAIN STREET
MUSKOGEE, ALABAMA 36544
PHONE: 334.337.2727

EROSION AND SEDIMENT CONTROL PLAN
MAXWELL (SITE # 24)
MAXWELL, IOWA

DATE: 02/20/2018
DESIGNER: B.E.J.
DRAWN BY: T.H.
CHECKED BY: T.H.

PROJECT NO: 18-184
SHEET NO: 10

PRELIM DWS

C-103

SCALE: 1" = 10' - 1" = 10'
2" = 30' - 1" = 5'

EDGE CONSULTING ENGINEERS, INC.

CONSULTANT

Edge
Consulting Engineers, Inc.
24 HAVILL STREET
DES MOINES, IOWA 50319
TEL: 515.281.4622
WWW.EDGECONSULTING.COM

CLIENT
COVER 2, LLC.
805 S. MAIN STREET
MAYNARD, MINNESOTA 55345
PHONE: 612.332.9222

CONSTRUCTION DETAILS
MAXWELL (SITE # 24)
MAXWELL, IOWA

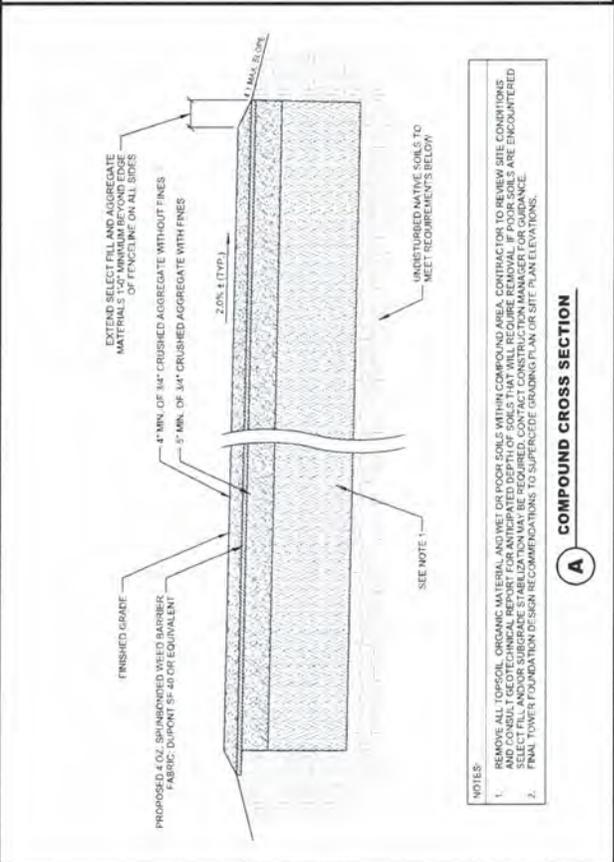
SHEET TITLE

NO.	DATE	DESCRIPTION
1		ISSUE FOR PERMIT
2		ISSUE FOR CONSTRUCTION
3		ISSUE FOR RECORD
4		ISSUE FOR AS-BUILT
5		ISSUE FOR FINAL
6		ISSUE FOR ARCHIVE
7		ISSUE FOR LEGAL
8		ISSUE FOR OTHER
9		ISSUE FOR OTHER
10		ISSUE FOR OTHER

PROJECT	DAB
DATE	5/15/2018
PROJECT NUMBER	18164
SHEET NUMBER	
PRELIM DWG	
SHEET NUMBER	C-501

EDGE CONSULTING ENGINEERS, INC.

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NOTES:

- REMOVE ALL TOPSOIL, ORGANIC MATERIAL, AND WET OR POOR SOILS WITHIN COMPOUND AREA. CONTRACTOR TO REVIEW SITE CONDITIONS AND SOIL TEST RESULTS. CONTRACTOR TO VERIFY THAT ALL SOILS WITHIN COMPOUND AREA ARE ENCOUNTERED. SELECT FILL AND/OR SUBGRADE STABILIZATION MAY BE REQUIRED. CONTACT CONSTRUCTION MANAGER FOR CLARANCE.
- FINAL TOWER FOUNDATION DESIGN RECOMMENDATIONS TO SUPERSEDE GRADING PLAN OR SITE PLAN ELEVATIONS.

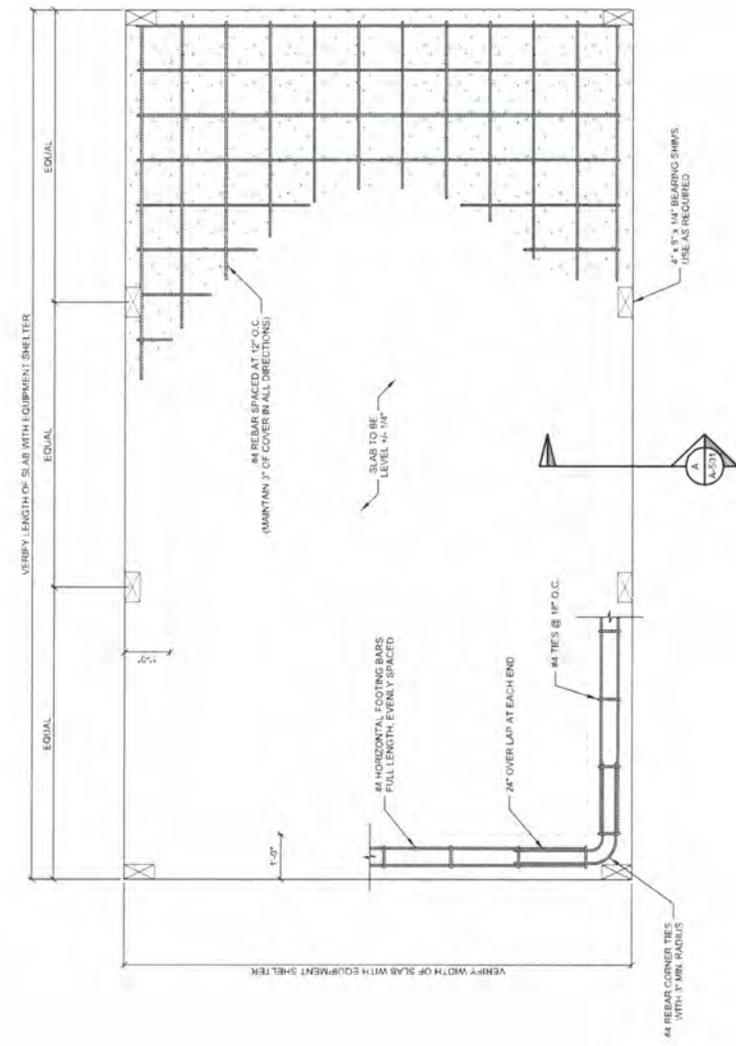
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CONSULTANT:
Edge
 Consulting Engineers, Inc.
 2340 UNIVERSITY DRIVE
 SUITE 100
 IOWA CITY, IOWA 52242
 PHONE: 319.335.7222
 WWW.EDGECONSULTING.COM

CLIENT:
COVER 2, LLC.
 100 S. MAIN STREET
 MAXWELL, IOWA 52559
 PHONE: 319.335.7222

SHELTER FOUNDATION PLAN
 MAXWELL, IOWA
 SITE # 24

SUBMITTAL	
NO.	DATE
1	10/27/2018
2	11/05/2018
3	11/05/2018
4	11/05/2018
5	11/05/2018
6	11/05/2018
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99	11/05/2018
100	11/05/2018



NOTES:
 1. BEARING SHIM TO BE GALVANIZED STEEL (4 EACH SIDE). USE SHIM AS REQUIRED TO ASSURE SHELTER IS BEARING AT PERIMETER.

A SHELTER FOUNDATION PLAN

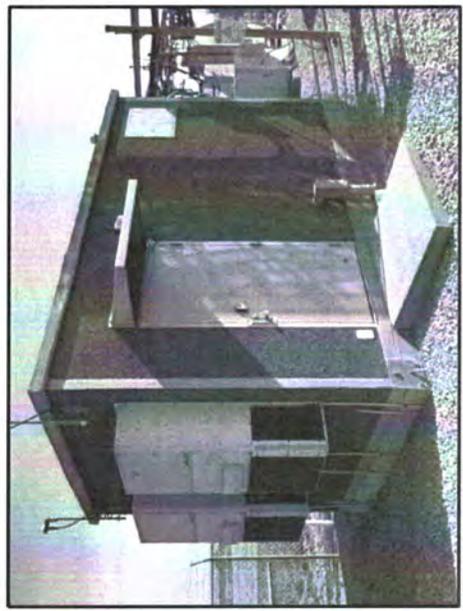
PRELIM DWGS.
 SHEET NUMBER
A-101

CONSULTANT:
Edge
 Consulting Engineers, Inc.
 1224 EAST 15TH STREET
 DES MOINES, IOWA 50319
 PHONE: 515.281.1100
 WWW: edgeinc.com

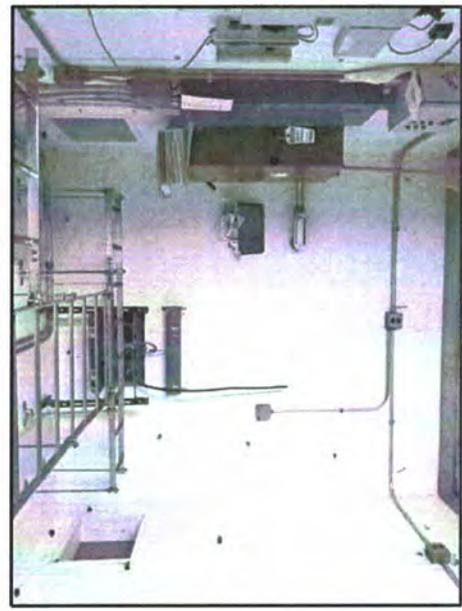
CLIENT:
COVER 2, LLC.
 800 S. MAIN STREET
 MAXWELL, IOWA 50134
 PHONE: 515.332.2122

EQUIPMENT SHELTER ELEVATIONS
 MAXWELL (SITE #: 24)

NO.	DATE	DESCRIPTION
1	05-15-18	ISSUE FOR PERMITS
2	05-15-18	ISSUE FOR PERMITS
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B SOUTH & WEST ELEVATION

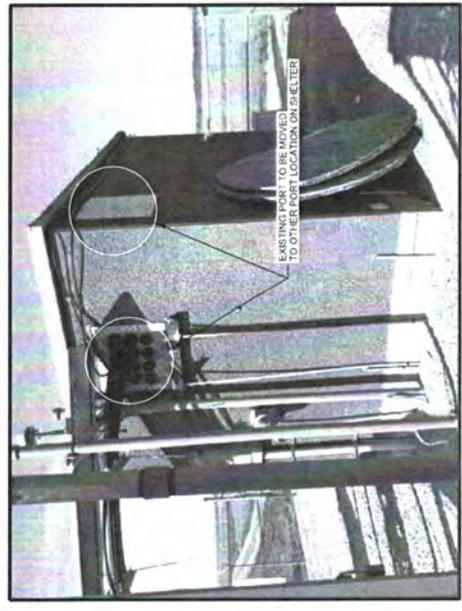


D EAST INTERIOR ELEVATION

CELLSITE SHELTER ID:
 SHELTER # 6178



A SOUTH ELEVATION



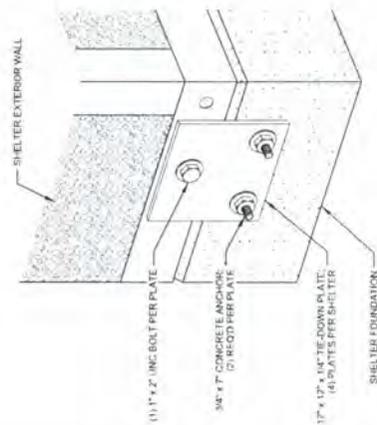
C EAST & NORTH ELEVATION

FOUNDATION DETAILS
 MAXWELL (SITE # 24)

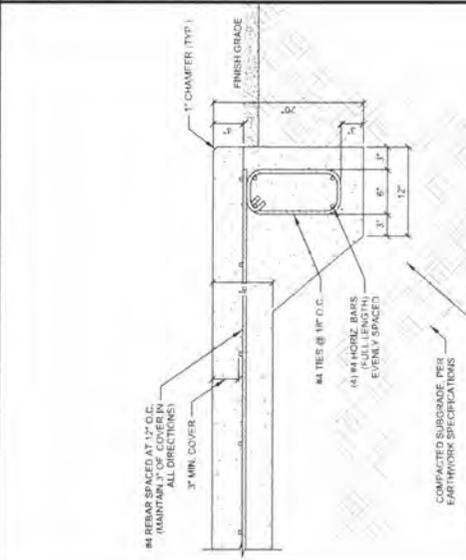
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94	10/15/18	ISSUE FOR PERMITS
95	10/15/18	ISSUE FOR PERMITS
96	10/15/18	ISSUE FOR PERMITS
97	10/15/18	ISSUE FOR PERMITS
98	10/15/18	ISSUE FOR PERMITS
99	10/15/18	ISSUE FOR PERMITS
100	10/15/18	ISSUE FOR PERMITS

CONCRETE AND REINFORCING NOTES:

1. ALL CONCRETE CONSTRUCTION SHALL BE IN ACCORDANCE WITH LOCAL BUILDING CODE REQUIREMENTS AND MOST CURRENT EDITIONS OF ALL STANDARDS.
2. ALL CONCRETE UNLESS SPECIFICALLY NOTED SHALL BE NORMAL WEIGHT (145 PCH) AND SHALL BE PLACED IN 10" MINIMUM THICKNESS STRIPS TO BE PLACED AT THE EXTERIOR PERFORM CONCRETE SLUMP TEST (4" MAX SLUMP). NO WATER TO BE ADDED AFTER SLUMP HAS BEEN MEASURED. SHALL BE ASTM 4815 GRADE 80 AND PLACED IN ACCORDANCE WITH ACI STANDARDS.
3. REMOVE ALL ORGANIC MATERIAL, SOFT AND/OR UNSUITABLE SOILS WITHIN FOUNDATION AND CONSULT GEOTECHNICAL INVESTIGATION REPORT FOR ANTICIPATED SOIL CONDITIONS AND CONSTRUCTION CONSIDERATIONS.
4. ALL REINFORCING SHALL BE 60,000 PSI YIELD STRENGTH, EPOXY COATED, 1/2" DIA. AND MAX. PLASTICITY INDEX OF 20. CONTRACTOR TO CONFORM BEARING SOIL S.F. AND THESE CONDITIONS BEFORE INSTALLATION.
5. ALL REINFORCING SHALL BE INCREASED AND REPLACED WITH 3/4" CH-BREAKER STONE UNDERCUT ONE FOOT ON EACH SIDE OF THE FOOTING FOR EVERY FOOT IN DEPTH. CONSULT WITH ENGINEER FOR REQUIRED FOOTING FOUNDATION DESIGN BASED ON INFORMATION PROVIDED BY SHELTER MFG. (WEIGHT, LIVE LOAD ETC.). CONTRACTOR TO VERIFY EXACT SHEET SIZE AND TYPE.



B TIE DOWN PLATE



A TYPICAL FOUNDATION

THIS SPACE INTENTIONALLY LEFT BLANK

EPBO-654L8HG-L2

12-Port Multi-Band Antenna / 6' / 65"

Electrical Specification

Frequency (MHz)	698-896	896-894	1695-1850	1850-1910	1910-2180	2000-2400
Impedance (Ω)	50	50	50	50	50	50
Polarization	>45	>45	>45	>45	>45	>45
Gain (dBi)	14.7	15.5	15.6	16.0	16.1	16.1
Beam width	66	64	60	58	62	61
VSWR	12.6	12.2	10.9	10.3	9.5	9.0
Front-to-Back Ratio (dB)	>25	>25	>25	>25	>25	>25
Electrical Down tilt	2 - 16	2 - 16	2 - 12	2 - 12	2 - 12	2 - 12
Isolation Ports (dB)	>25	>25	>25	>25	>25	>25
Isolation Frequency (dB)	>30	>30	>30	>30	>30	>30
Cross Pole Discrimination	7 dB @ ±60					
Side Lobe Suppression (Up to 10° from Boresight)	> 16dB					
PIM (2x20w, dBc)	≤ 150	≤ 150	≤ 150	≤ 150	≤ 150	≤ 150
Input Power (W)	400	400	300	300	300	300

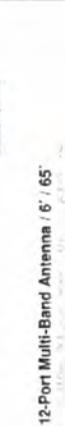


Mechanical Specification

Dimension (W x D x H)	21.0 x 6.3 x 73.0 inches (533 x 160 x 1854 mm)
Weight (Without clamp)	72.8 lbs (33.0kg)
Connector	12 x 4.3-10 (Female), Long Neck (4 x 698.894, 8 x 1695-2400MHz)
Max Wind Speed	150 mph
Wind Load (@100 mph)	1516N, 455N, 1516N (Front - Side, Rear)



A FIRSTNET ANTENNA



Product Data Sheet APXVFWZ4X-C-NA20

RF X-TREME™ Cross Polarized Triple Band Antenna, 0.995-2.360MHz, 65deg, 16.3/17.5/18.3dBi, 8ft, VET, RET

Product Description

The new RF X-TREME base station antenna design provides the highest gain and cross polar discrimination combined with the best vertical pattern control of any triple band antenna for its size. The antenna is designed for the 0.995-2.360MHz frequency band, which includes the 800MHz, 850MHz, and 1900MHz bands. The antenna is designed for use in both rural and urban environments. The antenna is designed for use in both rural and urban environments. The antenna is designed for use in both rural and urban environments.

Features/Benefits

- One phase shifter per radiating element - improves radiating patterns
- Superior X-Pol Discrimination - Improves Rx diversity
- Enhanced tilt range from 1-10 degrees for 800-850MHz and 0-10 degrees for 1710-2500MHz
- Ideal for applications in dense areas
- Variable electrical down tilt - provides enhanced precision in controlling intercell interference
- High reliability - designed to last in all weather environments
- Superior performance - provides enhanced precision in controlling intercell interference
- Quick and easy to install - reduces installation time and costs
- Includes two 0.5m AISG Jumpers

Technical Specifications

Frequency (MHz)	0.995-1.885	1.875-1.910	1.910-2.170	2.170-2.590
Impedance (Ω)	50	50	50	50
Polarization	>45	>45	>45	>45
Gain (dBi)	16.1	16.1	16.1	16.1
Beam width	61	61	61	61
VSWR	10.3	10.3	10.3	10.3
Front-to-Back Ratio (dB)	>25	>25	>25	>25
Electrical Down tilt	2 - 12	2 - 12	2 - 12	2 - 12
Isolation Ports (dB)	>25	>25	>25	>25
Isolation Frequency (dB)	>30	>30	>30	>30
Cross Pole Discrimination	7 dB @ ±60			
Side Lobe Suppression (Up to 10° from Boresight)	> 16dB	> 16dB	> 16dB	> 16dB
PIM (2x20w, dBc)	≤ 150	≤ 150	≤ 150	≤ 150
Input Power (W)	400	400	300	300

Mechanical Specifications

Dimension (W x D x H)	21.0 x 6.3 x 73.0 inches (533 x 160 x 1854 mm)
Weight (Without clamp)	72.8 lbs (33.0kg)
Connector	12 x 4.3-10 (Female), Long Neck (4 x 698.894, 8 x 1695-2400MHz)
Max Wind Speed	150 mph
Wind Load (@100 mph)	1516N, 455N, 1516N (Front - Side, Rear)

B COMMERCIAL ANTENNA

Edge
COMMERCIAL ANTENNA, Inc.
1500 WEST STREET
P.O. BOX 100
MAXWELL, IOWA 52577
PHONE: 515/271-7122
www.edgeantenna.com

COVER 2, LLC.
101 S. MAIN STREET
MAXWELL, IOWA 52577
PHONE: 515/271-7122

ANTENNA SPECIFICATIONS
MAXWELL (SITE # 24)

QUANTITY: _____

REV: _____

DATE: _____

BY: _____

APP: _____

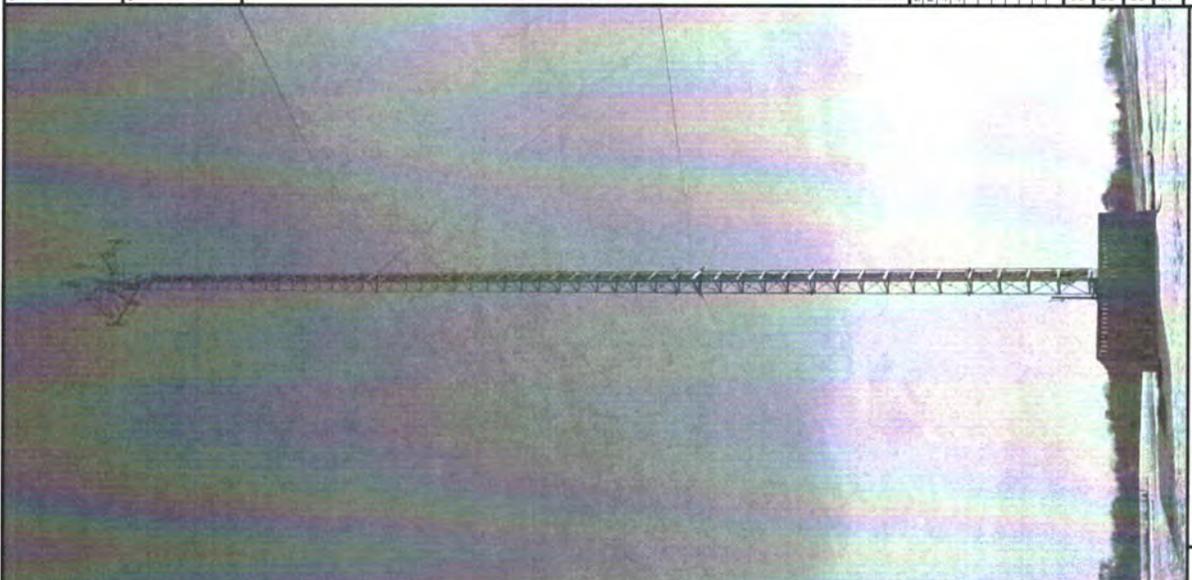
CONSULTANT
Edge
 CONSULTANTS, INC.
 424 WINTER STREET
 FORT COLLINS, CO 80521
 PHONE: 970.226.4200
 WWW.EDGECONSULTANTS.COM

CLIENT
COVER 2, LLC.
 1915 S. MAXWELL STREET
 FORT COLLINS, CO 80521
 PHONE: 970.226.2222

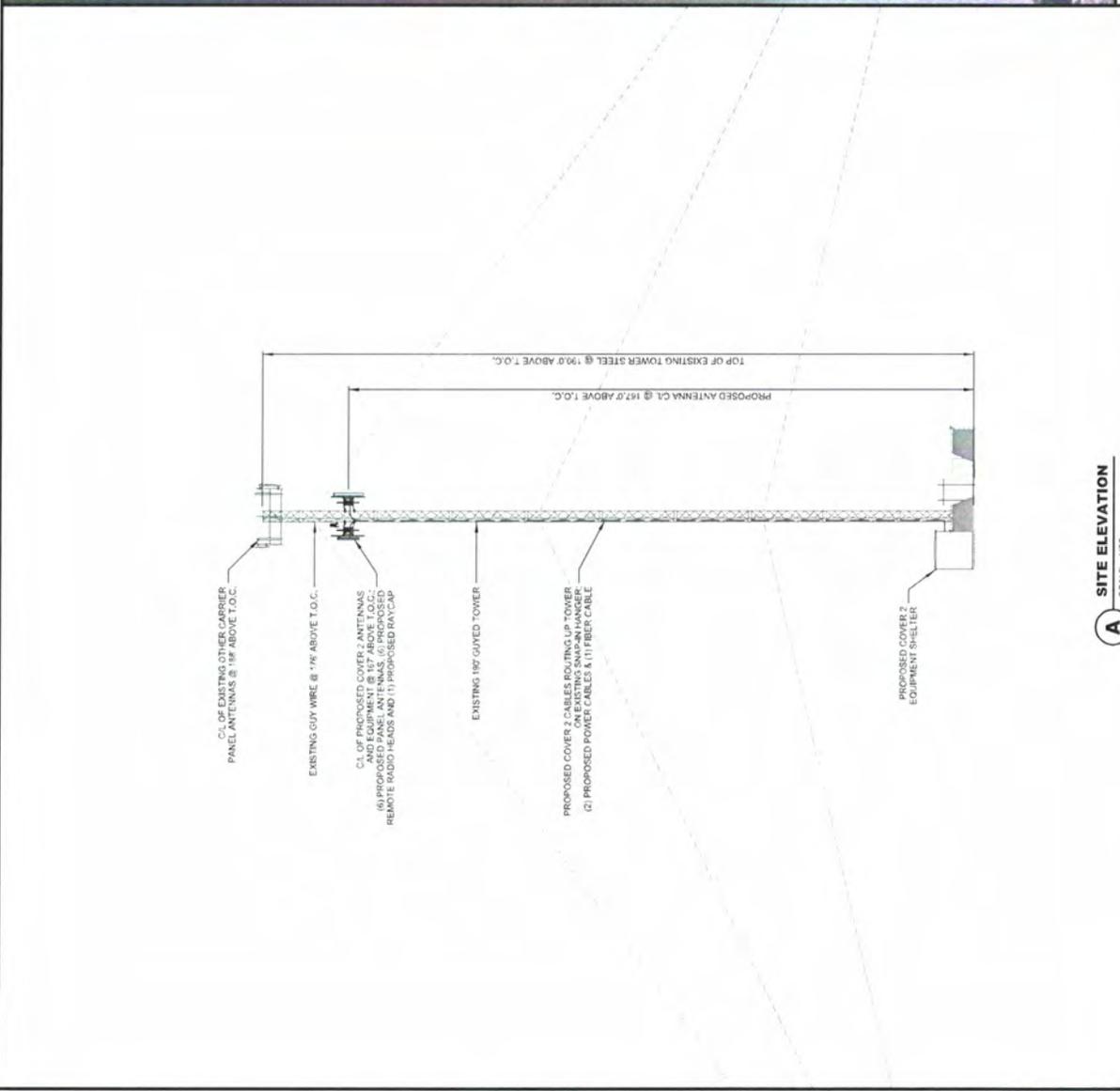
SITE ELEVATION
 MAXWELL (SITE # 24)
 MAXWELL, IOWA

NO.	DATE	DESCRIPTION
001	03/20/18	REVISED
002	05/15/18	ISSUED FOR PERMIT
003	05/15/18	ISSUED FOR PERMIT
004	05/15/18	ISSUED FOR PERMIT
005	05/15/18	ISSUED FOR PERMIT
006	05/15/18	ISSUED FOR PERMIT
007	05/15/18	ISSUED FOR PERMIT
008	05/15/18	ISSUED FOR PERMIT
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010	05/15/18	ISSUED FOR PERMIT
011	05/15/18	ISSUED FOR PERMIT
012	05/15/18	ISSUED FOR PERMIT
013	05/15/18	ISSUED FOR PERMIT
014	05/15/18	ISSUED FOR PERMIT
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016	05/15/18	ISSUED FOR PERMIT
017	05/15/18	ISSUED FOR PERMIT
018	05/15/18	ISSUED FOR PERMIT
019	05/15/18	ISSUED FOR PERMIT
020	05/15/18	ISSUED FOR PERMIT

GROUP	DAB
DATE	5/15/2018
SCALE	1"=100'
PROJECT	PRELIM DWS.
SHEET	T-201



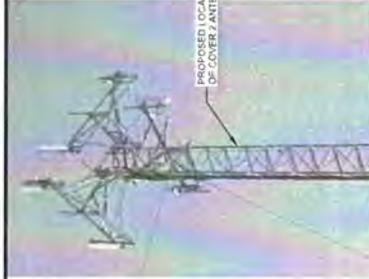
B EXISTING SITE ELEVATION



A SITE ELEVATION
 SCALE: NTS

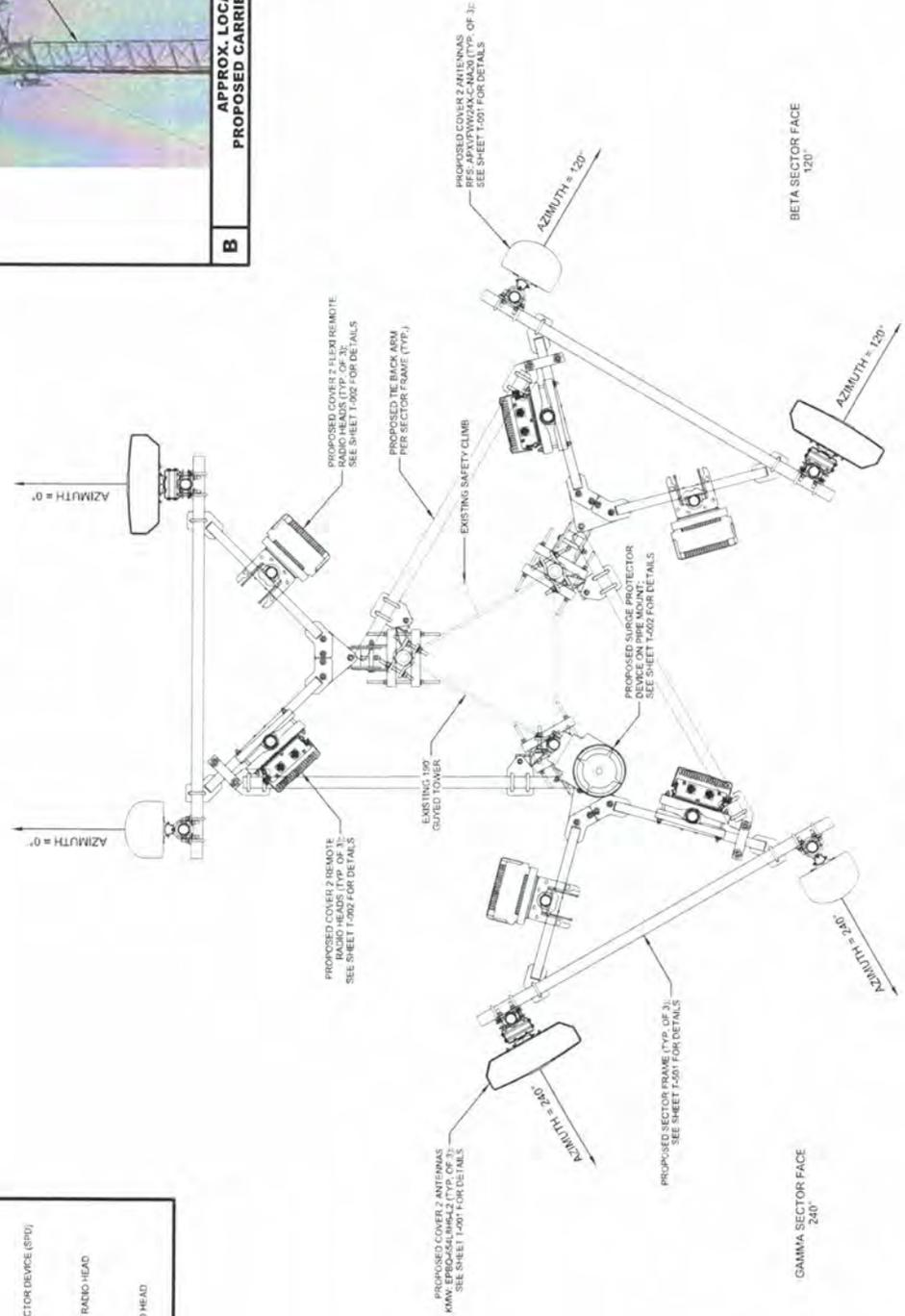
LEGEND: (THIS SHEET)

-  FIRSTNET ANTENNA
-  COMMERCIAL ANTENNA
-  SURGE PROTECTOR DEVICE (SPD)
-  FLEX REMOTE RADIO HEAD
-  REMOTE RADIO HEAD



PROPOSED LOCATION OF COVER 2 ANTENNAS

B APPROX. LOCATION OF PROPOSED CARRIER ANTENNAS



NOTE:
1. ALL ANTENNA AZIMUTHS TO BE FROM TRUE NORTH.

A ANTENNA AND EQUIPMENT LAYOUT
SCALE: NTS

Edge
Consulting Engineers, Inc.
25 WASHINGTON STREET
MAXWELL, IOWA 52551
www.EdgeConsulting.com

COVER 2, LLC.
100 S. MAIN STREET
MAXWELL, IOWA 52551
PHONE: 515.332.2122

ANTENNA AND EQUIPMENT CONFIGURATION
MAXWELL, IOWA (SITE # 24)

NO.	DATE	DESCRIPTION
1	07/15/2018	REV. A
2	07/15/2018	SHEET

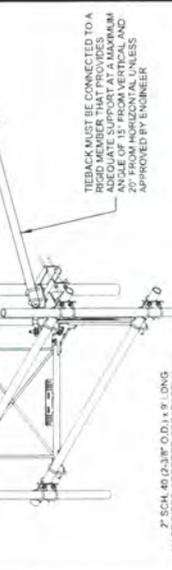
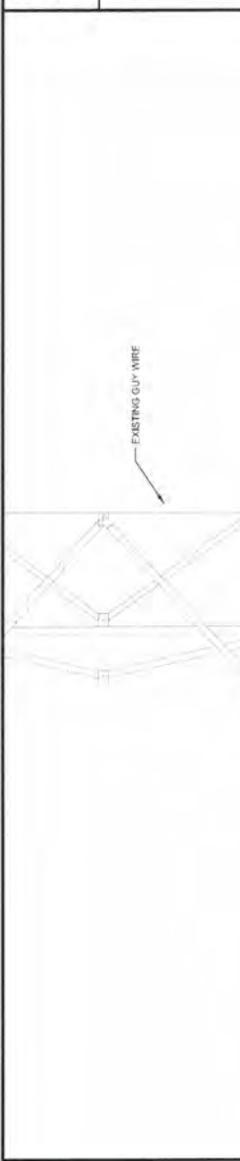
PROJECT	DAB
DATE	07/15/2018
PROJECT NUMBER	18134
TYPE	PRELIM DWGS
SHEET NUMBER	T-301

COVER 2, ILLC.

EDGE CONSULTING ENGINEERS, INC.
10000 W. 110th Street
Overland Park, KS 66211
913.241.1100
www.edge-engineers.com

MAXWELL (SITE # 24)
JAN 1, 2018
MAXWELL, IOWA
PROJECT # 18-001

MANUFACTURER: SITE PRO 1
MODEL: V-ASSEMBLY
STANDARD DUTY V-FRAME ASSEMBLY
WITH (1) STIFF ARM
MAST PIPES ORDERED SEPARATELY



NOTE:
1. CONTRACTOR TO VERIFY TOWER LEG SIZE AND SUITABILITY OF PROPOSED MOUNT FOR SITUATION. IF AN ALTERNATIVE SOLUTION IS PROPOSED, NOTIFY ENGINEER AND OWNER PRIOR TO PROCEEDING.

B SECTOR FRAME ASSEMBLY

NOTE:
1. CONTRACTOR TO VERIFY TOWER LEG SIZE AND SUITABILITY OF PROPOSED MOUNT FOR SITUATION. IF AN ALTERNATIVE SOLUTION IS PROPOSED, NOTIFY ENGINEER AND OWNER PRIOR TO PROCEEDING.

2\"/>

C REMOTE RADIO MOUNT

2\"/>

RF EQUIPMENT

1\"/>

6\"/>

RF EQUIPMENT

1\"/>

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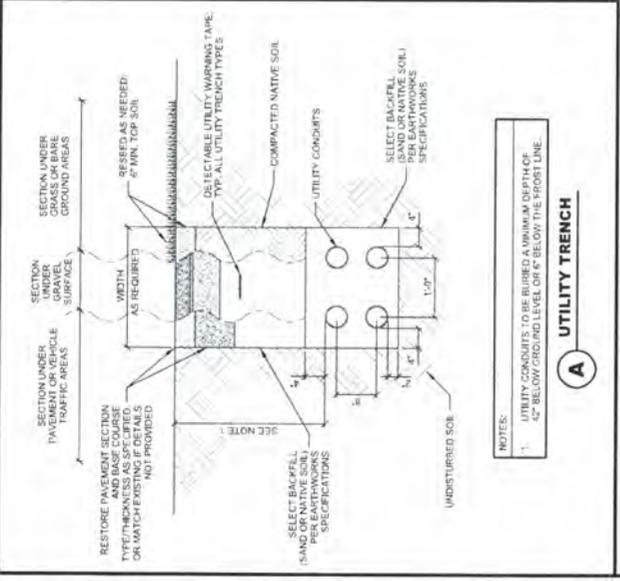
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UTILITY DETAILS
 MAXWELL (SITE # 24)

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REV. 489:	REV. 490:	REV. 491:	REV. 492:
REV. 493:	REV. 494:	REV. 495:	REV. 496:
REV. 497:	REV. 498:	REV. 499:	REV. 500:

- WARNING TAPE & TRACE WIRE NOTES: (THIS SHEET)**
- WARNING TAPE TO BE INSTALLED ABOVE THE ELECTRICAL RUN FROM THE GENERATOR TO THE PLATFORM AND ABOVE THE FUEL LINE BETWEEN THE GENERATOR AND FUEL SOURCE.
 - WARNING TAPE SHALL BE RUN CONTINUOUSLY ALONG THE ENTIRE LENGTH AND INSTALLED TO THE SURFACE OF THE TRENCH.
 - TRACER WIRE SHALL RUN CONTINUOUSLY ALONG THE ENTIRE LENGTH OF THE BURIED GAS AND ELECTRIC CONDUITS.
 - TRACER WIRE SHALL BE SECURED TO THE CONDUIT AND MAINTAINED ABOVE THE CONDUIT THROUGHOUT THE ENTIRE LENGTH OF THE TRENCH.
 - TRACER WIRE TO EXTEND TO THE TOP OF THE CONDUIT AND BE SECURED WITH A MIN. EVERY 10' AND AT ALL SPANS - DO NOT WRAP BURIED CONDUIT WITH LOOP AND WRAP AROUND APPROPRIATE CONDUIT.
 - TRACER WIRE SHALL CONSIST OF 14GA. SOLID COPPER WIRE WITH A CORROSION PROTECTIVE COATING.
 - TRACER WIRE SHALL BE INSTALLED WITH GROUNDING AND SECURE PERMITS, RECOMMENDATIONS, AT A MIN. EVERY 10' AND AT ALL SPANS - DO NOT WRAP BURIED CONDUIT WITH TRACER WIRE TO AVOID UNNECESSARY STRESS ON TRACER - CONTRACTOR TO CHECK CONTINUITY OF TRACER WIRE BEFORE AND AFTER BURIAL AND DOCUMENT RESULTS. 12" ABOVE THE TOP OF THE CONDUITS.

THIS SPACE INTENTIONALLY LEFT BLANK



THIS SPACE INTENTIONALLY LEFT BLANK

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared by Jerry L. Moore, Story County Planning & Development Department, 900 6th St., Nevada, Iowa 50201 515-382-7245

Please return to:
Planning & Development

RESOLUTION NO. 18-105

RESOLUTION OF THE BOARD OF SUPERVISORS OF STORY COUNTY, IOWA, SETTING DATE AND TIME FOR PUBLIC HEARING FOR AMENDING CERTAIN BOUNDARIES OF THE AMES URBAN FRINGE PLAN MAP OF STORY COUNTY IOWA, AS REFERENCED IN THE AMES URBAN FRINGE JOINT AND COOPERATIVE AGREEMENT (28E) AND REFERENCED IN CHAPTER 92.08 AMENDING THE CORNERSTONE TO CAPSTONE COMPREHENSIVE PLAN (C2C PLAN) OF THE STORY COUNTY CODE OF ORDINANCES, AND THE SUBJECT PROPERTY IS LOCATED IN SECTION 23 OF WASHINGTON TOWNSHIP ALSO KNOWN AS TIMBER CREEK ACRES PLATS 1-4, AMES, IOWA AND UNDER THE OWNERSHIP OF DICKSON DALE AND LUANN CAE JENSEN

WHEREAS, the Ames Urban Fringe Plan Joint and Cooperative Agreement (28E) was approved by the Story County Board of Supervisors July 5, 2011; and

WHEREAS, Section 6.2.1 of the Cooperative Agreement states, as the Ames Urban Fringe Plan shall be adopted by each of the cooperators as a part of their respective comprehensive plans, the procedures of adopting an amendment to the comprehensive plan is unique to each cooperator, subject to meeting the notification requirements of Code of Iowa. Each cooperator shall process an amendment to the Plan as an amendment to their comprehensive plan; and

WHEREAS, the Board of Supervisors approved the Processes Ordinances to the Story County, Land Development Regulations, on October 31, 2017 that included the process for proposed changes to the C2C Plan; and

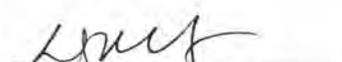
WHEREAS, the Board of Supervisors voted to allow the submittal of the requested Ames Urban Fringe Plan map amendment application on October 31, 2017; and

WHEREAS, Story County is the applicant requesting the Ames Urban Fringe Plan map amendment.

NOW THEREFORE BE IT RESOLVED that a public hearing date on this matter be held on Resolution 18-107 on the 12th day of June, 2018, in the Public Meeting Room of the Story County Administration Building, 900 6th Street Nevada, Iowa, at 10:00 AM.

Dated this 22nd day of May, 2018.


Board of Supervisors
Story County, Iowa


County Auditor
Story County, Iowa

Moved by: Chitty
Seconded by: Olson
Voting Aye: Chitty, Olson, Sanders
Voting Nay: None
Absent: None



Story County Planning and Development

Administration Building

900 6th Street, Nevada, Iowa 50201

Ph. 515-382-7245 www.storycountyia.gov

MEMORANDUM

Date: March 17, 2018

TO: Story County Board of Supervisors

FROM: Jerry L. Moore, Story County Planning and Development Director

RE: Consent Agenda – Resolution #18-105 setting hearing for an Ames Urban Fringe Plan map amendment

Timber Creek Acres Plats 1-4 located south of Ames, west of HWY 69. Story County is the applicant.

At the February 20, 2018 Board of Supervisors meeting, the Board passed Timber Creek Acres Plats 1-4. On a separate motion at the same meeting the Board directed Planning and Development staff to seek an Ames Urban Fringe Plan map amendment from the Agriculture and Farm Service designation to the Rural Residential designation within the Rural Service and Agricultural Conservation Area for these properties.

The Ames City Council passed the Timber Creek Acres Plats 1-4 AUFPP map amendment at their May 8, 2018 meeting. The City of Gilbert will act on the AUFPP map amendment at their May 21, 2018 meeting.

The request for the Board of Supervisors is to approve resolution #18-105 setting a public hearing for June 12, 2018.

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER
Prepared by Jerry L. Moore, Story County Planning & Development Department, 900 6th St., Nevada, Iowa 50201 515-382-7245

Please return to:
Planning & Development

RESOLUTION NO. 18-106

RESOLUTION OF THE BOARD OF SUPERVISORS OF STORY COUNTY, IOWA, SETTING DATE AND TIME FOR PUBLIC HEARING FOR AMENDING CERTAIN BOUNDARIES OF THE AMES URBAN FRINGE PLAN MAP OF STORY COUNTY IOWA, AS REFERENCED IN THE AMES URBAN FRINGE JOINT AND COOPERATIVE AGREEMENT (28E) AND REFERENCED IN CHAPTER 92.08 AMENDING THE CORNERSTONE TO CAPSTONE COMPREHENSIVE PLAN (C2C PLAN) OF THE STORY COUNTY CODE OF ORDINANCES, AND THE SUBJECT PROPERTY IS LOCATED IN SECTION 30 OF FRANKLIN TOWNSHIP AT 3554 N 500th AVENUE (PARCEL #05-30-300-100) AND PARCEL #05-30-300-305, AMES, IOWA AND UNDER THE OWNERSHIP OF CLARA N WHATTOFF

WHEREAS, the Ames Urban Fringe Plan Joint and Cooperative Agreement (28E) was approved by the Story County Board of Supervisors July 5, 2011; and

WHEREAS, Section 6.2.1 of the Cooperative Agreement states, as the Ames Urban Fringe Plan shall be adopted by each of the cooperators as a part of their respective comprehensive plans, the procedures of adopting an amendment to the comprehensive plan is unique to each cooperator, subject to meeting the notification requirements of Code of Iowa, Each cooperator shall process an amendment to the Plan as an amendment to their comprehensive plan; and

WHEREAS, the Board of Supervisors approved the Processes Ordinances to the Story County, Land Development Regulations, on October 31, 2017 that included the process for proposed changes to the C2C Plan; and

WHEREAS, the Board of Supervisors voted to support the submittal of the Ames Urban Fringe Plan map amendment application on March 13, 2018; and

WHEREAS, Chuck Winkleblack, Hunziker Companies, 105 S 16th Street, Ames IA is the applicant requesting the Ames Urban Fringe Plan map amendment.

NOW THEREFORE BE IT RESOLVED that a public hearing date on this matter be held on Resolution 18-108 on the 12th day of June, 2018, in the Public Meeting Room of the Story County Administration Building, 900 6th Street Nevada, Iowa, at 10:00 AM.

Dated this 22nd day of May, 2018.



Board of Supervisors
Story County, Iowa



County Auditor
Story County, Iowa

Moved by: Chitty
Seconded by: Olson
Voting Aye: Chitty, Olson, Sanders
Voting Nay: None
Absent: None



Story County Planning and Development
Administration Building
900 6th Street, Nevada, Iowa 50201
Ph. 515-382-7245 www.storycountyiaowa.gov

MEMORANDUM

Date: March 17, 2018

TO: Story County Board of Supervisors

FROM: Jerry L. Moore, Story County Planning and Development Director

RE: Consent Agenda – Resolution #18-106 setting hearing for an Ames Urban Fringe Plan map amendment

Clara N. Whattoff properties located at 3554 N 500th Avenue (parcel #05-30-300-100) and parcel #05-30-300-305. Chuck Winkleblack Hunziker Companies is the applicant.

Chuck Winkleblack, Hunziker Companies, 105 S. 16th Street Ames is requesting an Ames Urban Fringe Plan map amendment for the two parcels from the Urban Residential designation to Rural Residential designation (south parcel) and from the Natural Areas and Agriculture and Farm Service designations to the Rural Residential designation (north parcel).

At the March 13, 2018 Board of Supervisors meeting, the Board approved allowing Mr. Winkleblack to submit the AUFPP map amendment. The Ames Planning and Zoning Commission will make a recommendation on the request at their May 16, 2018 meeting and the City Council will tentatively act on the request at their June 12, 2018 meeting.

The request for the Board of Supervisors is to approve resolution #18-106 setting a public hearing for June 12, 2018.

INSTRUMENT PREPARED BY:	Brian D. Torresi, 2605 Northridge Pkwy., Ames, IA 50010 (515) 288-2500
RETURN TO:	Hunziker Development Company, LLC, 105 S. 16th St., Ames, IA 50010

DEVELOPMENT AND EASEMENT AGREEMENT

THIS DEVELOPMENT AND EASEMENT AGREEMENT (this "Agreement"), is made and entered into as of the Effective Date by and between Hunziker Development Company, LLC, an Iowa limited liability company ("HDC"), Aurora Heights, LLC, an Iowa limited liability company ("Aurora") (HDC, Aurora, and the successors and assigns thereof, are hereinafter collectively referred to as the "Developer Parties"), and Story County, Iowa (the "County") (the Developer Parties and the County are hereinafter collectively referred to as the "Parties" or individually as a "Party"). This Agreement shall be effective as of the date the last of the Parties hereto executes same (the "Effective Date").

RECITALS

WHEREAS, HDC is the current titleholder of the real property legally described as Outlot A and Outlot D, Village Park Subdivision, Ames, Story County, Iowa (the "HDC Property"), and Aurora is the current titleholder of the real property legally described on the attached Exhibit B (the "Aurora Property") (the HDC Property and the Aurora Property are hereinafter collectively referred to as the "Properties"); and

WHEREAS, the County desires to develop a multi-use recreational trail which would extend from S. 530th Avenue (University Boulevard) to County Road R-38 (South Dakota Avenue) (the "County Trail"), part of which will cross over the Eastern boundary of the HDC Property and the Southeastern corner of the Aurora Property (as further depicted on the attached Exhibit A attached hereto and incorporated by this reference as if fully set forth) (that part of the County Trail over and across the Properties is hereinafter referred to as the "Trail"), to facilitate the connection of the County Trail to the trail systems of the City of Ames, Iowa, the Heart of Iowa Nature Trail, and the High Trestle Trail; and

WHEREAS, HDC desires to construct the Trail, the County desires to, among other things, reimburse HDC for the construction of the Trail, and Aurora desires to allow for the construction of the Trail on the Aurora Property; and

WHEREAS, the Parties desire to enter into and execute this Agreement to set forth the agreement between and the obligations of the Parties with respect to the construction and future maintenance of the Trail, to set forth certain timeframes with respect to the completion of the Trail and reimbursement therefor, and to grant necessary easements related to the use and enjoyment of the Trail.

NOW, THEREFORE, in consideration of the Recitals and of the mutual covenants contained

herein, and reliance on the same, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. **INCORPORATION OF RECITALS.** The foregoing Recitals are incorporated herein and made a part of this Agreement as if fully set forth verbatim. The Recitals and exhibits attached hereto, if any, are a substantive, contractual part of this Agreement.
2. **DEVELOPMENT OF THE TRAIL.** The Trail shall be completed and constructed by HDC no later than the 30th day of June, 2019.
3. **COST OF CONSTRUCTION.** Any and all costs related to the construction and future maintenance, repair, replacement, clearing, vegetation management, and/or upkeep of the Trail (collectively, the "Maintenance Obligations"), shall be paid as follows:
 - a. the County shall be responsible for the payment of up to eighty thousand dollars and 00/100 (\$80,000.00) (the "Trail Construction Amount") of the costs related to the construction of the Trail; and (ii) all of the costs related to the future maintenance, repair, replacement, clearing, and/or upkeep of the Trail (collectively, the "Trail Maintenance Amount") (the Trail Construction Amount and the Trail Maintenance Amount are hereinafter collectively referred to as the "County Costs"); and
 - b. HDC shall be responsible for the actual costs related to the construction of the Trail minus the Trail Construction Amount.

Notwithstanding anything in this Agreement to the contrary, any Party causing damage to the Trail through negligence on the part of a Party or by others, agents, vendees, contractors, or invitees acting for or on behalf of a Party shall be wholly responsible for any such damage resulting from any such negligence. The County shall pay any and all County Costs within thirty (30) days after receipt of an invoice from HDC related to said County Costs. Any amount remaining unpaid after thirty (30) days from the date of the receipt of any such invoice shall accrue interest at ten percent (10%), *per annum* (the "Default Rate"). Any Party that fails to pay its share of the necessary costs when due shall be responsible for all court costs and reasonable attorneys' fees in the event legal action is commenced to seek payment of said costs.

4. **TIMEFRAME FOR MAINTENANCE.** The Maintenance Obligations shall be completed by the County as follows:
 - a. for Minor Repairs (as that term is defined herein), within ten (10) business days of notification of the need therefore by either of the Developer Parties; or
 - b. for Major Repairs (as that term is defined herein), within thirty (30) days of notification of the need therefore by either of the Developer Parties.

In the event it is reasonably determined that the County will be unable to complete the Maintenance Obligations within said timeframes, HDC may, upon prior notice of no less than twenty-four (24) hours, undertake the Maintenance Obligations by advancing the Trail Maintenance Amount, and any such costs advanced by HDC shall accrue interest at the Default Rate (collectively, with any such costs advanced by HDC, the "Advance Amount") from the date advanced until paid in full. The County shall also be responsible for all court costs and reasonable attorneys' fees in the event HDC is forced to take legal action to seek reimbursement of the Advance Amount. For purposes of this Agreement, the term "Minor Repairs" shall mean any repairs which the estimated cost to complete same is less than or equal to five thousand dollars and 00/100 (\$5,000.00). For purposes if this Agreement, the term "Major Repairs" shall mean any

repairs which the estimated cost to complete same is greater than five thousand dollars and 00/100 (\$5,000.00).

5. GRANT OF EASEMENTS; RELATED PROVISIONS. The Developer Parties hereby grant to the County easements upon, over, and across those parts of the Properties where the Trail is or will be located and the immediate surrounding areas as reasonable necessary, including, but not limited to, necessary and reasonable means of ingress and egress related thereto (collectively, the "Easement Areas") for the purpose of performing the Maintenance Obligations as provided in this Agreement. The easement rights granted under this Agreement shall be appurtenant to the respective real property. Subject to the terms and conditions herein, the easements granted herein shall be perpetual easements and covenants running with the land and shall inure to the benefit and be binding on the Parties hereto and their respective heirs, successors and assigns, including without limitation, all subsequent owners of the Properties and all persons claiming thereunder. Neither Party shall erect or place within the Easement Areas any building or other structure or improvement or any trees, shrubs or other obstruction of any kind except with the prior written consent of the other Party. The easement rights granted under this Agreement are nonexclusive. This Agreement shall not preclude the Parties from granting similar easement rights to third parties upon terms and conditions that do not impair or diminish the easement rights granted under this Agreement. The Parties reserve any and all rights to continue to use and enjoy their respective real properties for any and all purposes that do not unreasonably interfere with or interrupt the use or enjoyment of the easements granted herein. Notwithstanding anything in this Agreement to the contrary, the easement rights granted herein shall terminate on the date that is the earlier to occur of: (a) the date that is twenty (20) days after receipt by the Developer Parties of notice from the County that the County no longer desires to utilize the Trail as part of the County Trail; or (b) the Revocation Date (as that term is defined herein). The Parties hereby understand, acknowledge, and agree that, despite the termination of the easement rights granted herein, for whatever reason, the County shall remain liable for any and all of the County Costs that accrued prior to the date of such termination. For purposes of this Agreement, the term "Revocation Date" shall mean the date that is ten (10) days after the receipt by the County of notice from either of the Developer Parties that the County has breached the terms of this Agreement by failing to pay any part of the County Costs when due and/or by failing to perform the Maintenance Obligations of the County as set forth herein, in the event such failure, as the case may be, is not cured within said ten (10) day period.

6. SUCCESSORS BOUND. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of all parties executing this Agreement.

7. EQUITABLE RIGHTS OF ENFORCEMENT. The rights granted herein may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the Parties to, or those benefited by, this Agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

8. ATTORNEYS' FEES. If either Party retains an attorney to enforce this Agreement, the Party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

9. CHOICE OF LAW; VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa, without reference to conflicts of law provisions. Both Parties hereby submit to the exclusive jurisdiction of the state courts located in Story County, Iowa, or, as the case may be, the federal courts located in Des Moines, Iowa, for any claim relating to this Agreement. Each of the Parties irrevocably waives any objection, including, without limitation, any objection to the laying of venue or based on the grounds of *forum non conveniens*, that it may now or hereafter have to the bringing of such

action or proceeding in such respective jurisdictions.

10. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument, and in making proof hereof, it shall not be necessary to produce or account for more than one such counterpart.

11. ENTIRE AGREEMENT. This instrument constitutes the entire agreement between the Parties with respect to the subject matter thereof and supersedes all prior statements, representations, promises and agreements, oral or written. No addition to or change in the terms of this Agreement shall be binding upon the Parties unless it is expressed in a writing signed by the Parties.

12. SEVERABILITY. In the event any provision of this Agreement is held invalid, illegal or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid and enforceable and if, for any reason, a court finds that any provision of this Agreement is invalid, illegal or unenforceable as written, but that by limiting such provision it would become valid, legal and enforceable, then such provision shall be deemed to be written and shall be construed and enforced as so limited.

13. CONSTRUCTION. Words and phrases used in this Agreement shall be construed as in the single or plural number, and as masculine, feminine or neuter gender, according to the context. The paragraph headings in this Agreement are for convenience only and in no way define or limit the scope or intent of any provisions of this Agreement.

14. NOTICE. Unless otherwise required by law, any notice or demand required or permitted by the terms of this Agreement shall be sufficient and deemed complete when expressed in writing and either (a) personally delivered to the person entitled thereto, or (b) deposited at any office of the United States Postal Service in the form of certified mail addressed to the last known mailing address of the person entitled thereto, or (c) served on the person entitled thereto in the manner of an original notice under the Iowa Rules of Civil Procedure. Any address for notice may be changed by written notice delivered as provided herein.

15. INDEMNIFICATION. The County agree to indemnify and hold the Developer Parties harmless as to all loss, damage or expense sustained by the Developer Parties and as to all liability of the Developer Parties to third persons by reason of damages or injuries to persons or property resulting from the County's breach of the terms of this Agreement. The Developer Parties agree to indemnify and hold the County harmless as to all loss, damage or expense sustained by the County and as to all liability of the County to third persons by reason of damages or injuries to persons or property resulting from the Developer Parties' breach of the terms of this Agreement.

16. JURY TRIAL WAIVER. THE PARTIES HERETO, AFTER CONSULTING OR HAVING HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY LITIGATION BASED ON OR ARISING OUT OF THIS AGREEMENT OR INSTRUMENT, OR ANY RELATED INSTRUMENT OR AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR ANY COURSE OF CONDUCT, DEALING, STATEMENTS, WHETHER ORAL OR WRITTEN, OR ACTION OF ANY PARTY HERETO. NO PARTY SHALL SEEK TO CONSOLIDATE BY COUNTERCLAIM OR OTHERWISE, ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY OTHER ACTION IN WHICH A JURY TRIAL CANNOT BE OR HAS NOT BEEN WAIVED. THESE PROVISIONS SHALL NOT BE DEEMED TO HAVE BEEN MODIFIED IN ANY RESPECT OR

RELINQUISHED BY ANY PARTY HERETO EXCEPT BY A WRITTEN INSTRUMENT EXECUTED BY ALL PARTIES.

IN WITNESS OF THIS AGREEMENT the Parties have executed this Agreement on this ___ day of May, 2018.

(SIGNATURE PAGE FOLLOWS)

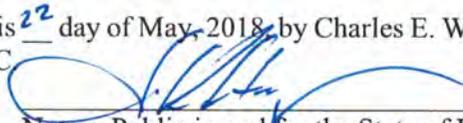
**SIGNATURE PAGE OF
DEVELOPMENT AND EASEMENT AGREEMENT**

HUNZIKER DEVELOPMENT COMPANY, LLC, HDC

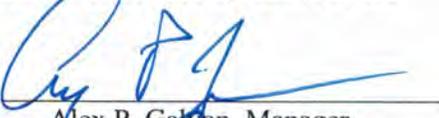
By: 
Charles E. Winkleblack, Manager

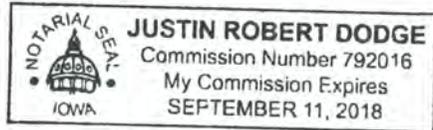
STATE OF IOWA, STORY COUNTY, ss:

This record was acknowledged before me on this 22 day of May, 2018, by Charles E. Winkleblack, as a Manager of Hunziker Development Company, LLC


Notary Public in and for the State of Iowa
My commission expires 9/11/2018

AURORA HEIGHTS, LLC, Aurora

By: 
Alex P. Galyon, Manager



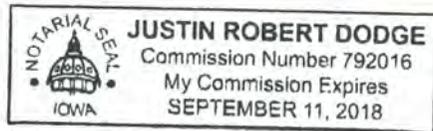
STATE OF IOWA, STORY COUNTY, SS:

This record was acknowledged before me on this 22 day of May, 2018, by Alex P. Galyon, as a Manager of Aurora Heights, LLC.


Notary Public in and for the State of Iowa
My commission expires 9/11/2018

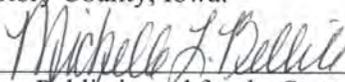
STORY COUNTY, IOWA, the County

By: 
Board of Supervisors Chair



STATE OF IOWA, STORY COUNTY, SS:

This record was acknowledged before me on this 22ND day of May, 2018, by Rick Sanders, as the Board of Supervisors, Chair of Story County, Iowa.


Notary Public in and for the State of Iowa
My commission expires September 11, 2018

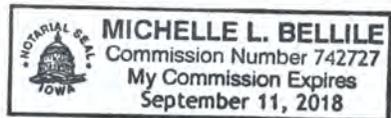
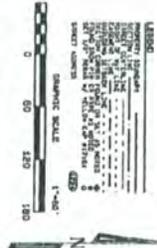
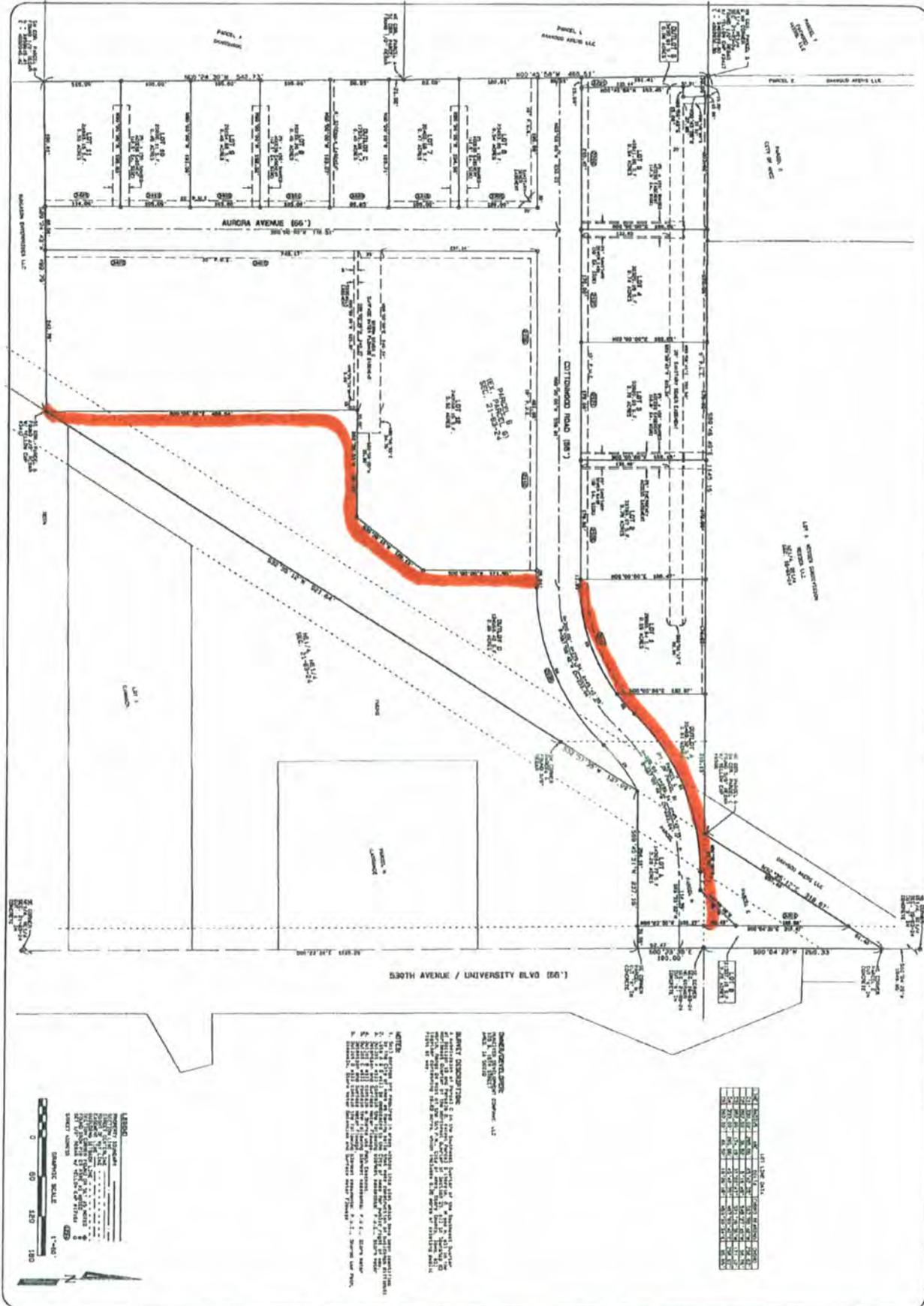


EXHIBIT A
TRAIL



NOTICE TO CONTRACTORS

THIS SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEYING ACT, CHAPTER 481, IAC, AND THE SURVEYING ACT, CHAPTER 481, IAC, AND THE SURVEYING ACT, CHAPTER 481, IAC.

ALL DISTANCES ARE IN FEET AND DECIMALS THEREOF.

ALL BEARINGS ARE IN DEGREES, MINUTES AND SECONDS.

ALL CORNERS ARE MARKED WITH IRON PIPES OR IRON NAILS.

ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROAD.

ALL BEARINGS ARE MEASURED FROM THE SOUTH OR NORTH.

ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE ROAD.

ALL BEARINGS ARE MEASURED FROM THE SOUTH OR NORTH.

NO.	DESCRIPTION	DATE
1
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10

STUMBO & ASSOCIATES
LAND SURVEYING
 510 S. 7TH STREET, SUITE 102 AMES, IOWA 50010
 PHONE 515-233-3609 FAX 515-233-4403

FINAL PLAT
VILLAGE PARK SUBDIVISION
 PARCEL C IN THE SE1/4, SE1/4 OF SEC. 15-83-24
 5 PARCELS B, G, M & N IN THE NE1/4, NE1/4 OF
 SEC. 21-83-24, CITY OF AMES, STORY COUNTY, IOWA
 JDS #16604FP DATE: 8/15/16 PAGE: 1 of 1

Certification: I hereby certify that this land surveying plat was prepared and prepared in the following manner, with the following data furnished to me by the landowner under the seal of the State of Iowa.

R. Bell 8/15/16
 R. Bell, Surveyor
 No. 17161
 State of Iowa
 Commission Expires December 31, 2017

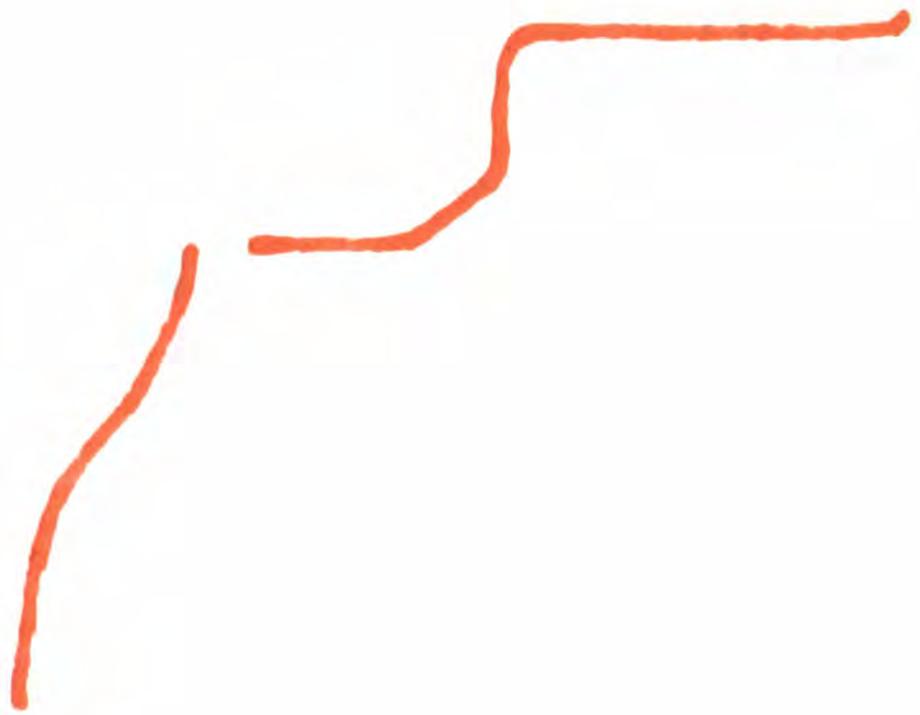


EXHIBIT B
AURORA PROPERTY

Units 101 through 112, 201 through 212, and 301 through 312, inclusive, 2110 Cottonwood Road, Ames, Iowa, and Units 101 through 112, 201 through 212, and 301 through 312, inclusive, 2126 Cottonwood Road, Ames, Iowa, constituting all of the Units of Aurora Heights Condominiums, together with all appurtenances thereto, including an undivided fractional interest in the common elements, areas and facilities as determined for said apartment by the provisions of, and in accordance with the Declaration of Submission of Property to Horizontal Property Regime for Aurora Heights Condominiums, filed in the office of the Recorder of Story County, Iowa, on December 27, 2017 as Inst. No. 17-12947, as amended by the First Amendment to Declaration of Horizontal Property Regime for Aurora Heights Condominiums, filed in the office of the Recorder of Story County, Iowa, on April 11, 2018 as Inst. No. 18-02862 (and any supplements and further amendments thereto). Aurora Heights Condominiums, as presently constituted, is located on Lot One (1), Village Park Subdivision, Second Addition, Ames, Story County, Iowa

AND

Lot Two (2), Village Park Subdivision, Second Addition, Ames, Story County, Iowa

STORY COUNTY UTILITY PERMIT

Date 5/14/18

To the Board of Supervisors, Story County, Iowa:

The Interstate Power & Light Company Company, incorporated under the laws of Iowa, authorize to do business within the State of Iowa, with its principal place of business at 1284 XE PL Ames, IA 50014, 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 3 phase Primary 12.5 volts on secondary route 690th Ave, from back side of ROW on east side going north to past Bridge being replaced, a distance of 550' ~~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:

Bore and install 4" conduit with 3 phase primary 12.5 volts on east side of road. Will install cable at 20' depth in construction zone of bridge.

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 5/11/18

Interstate Power & Light Company
Name of Company (Applicant - Permittee)

by [Signature] Phone no. 515-230-1256

Recommended for Approval:

Date 5-14-18

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

Approved:

Date 5/22/18

[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.



1:0

Permit for county bridge replacement
690th st
Zearing



STORY COUNTY UTILITY PERMIT

Date 5/14/18

To the Board of Supervisors, Story County, Iowa:

The Interstate Power & Light Company Company, incorporated under the laws of Iowa, authorize to do business within the State of Iowa, with its principal place of business at 1284 XE PL Ames, IA 50014, 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 Service 120/240 volt on secondary route 1411 Giddings St, Kelley, from back side of ROW on south side to north side, a distance of 150' ~~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:

Trench in back side of ROW and bore under Giddings st. Install 4/0 Triplex 120/240 volt and 2" conduit under road to feed new county shed.

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 5/11/18

Interstate Power & Light Company
Name of Company (Applicant - Permittee)

by [Signature] 515-230-1256
Phone no.

Recommended for Approval:

Date 5-14-18

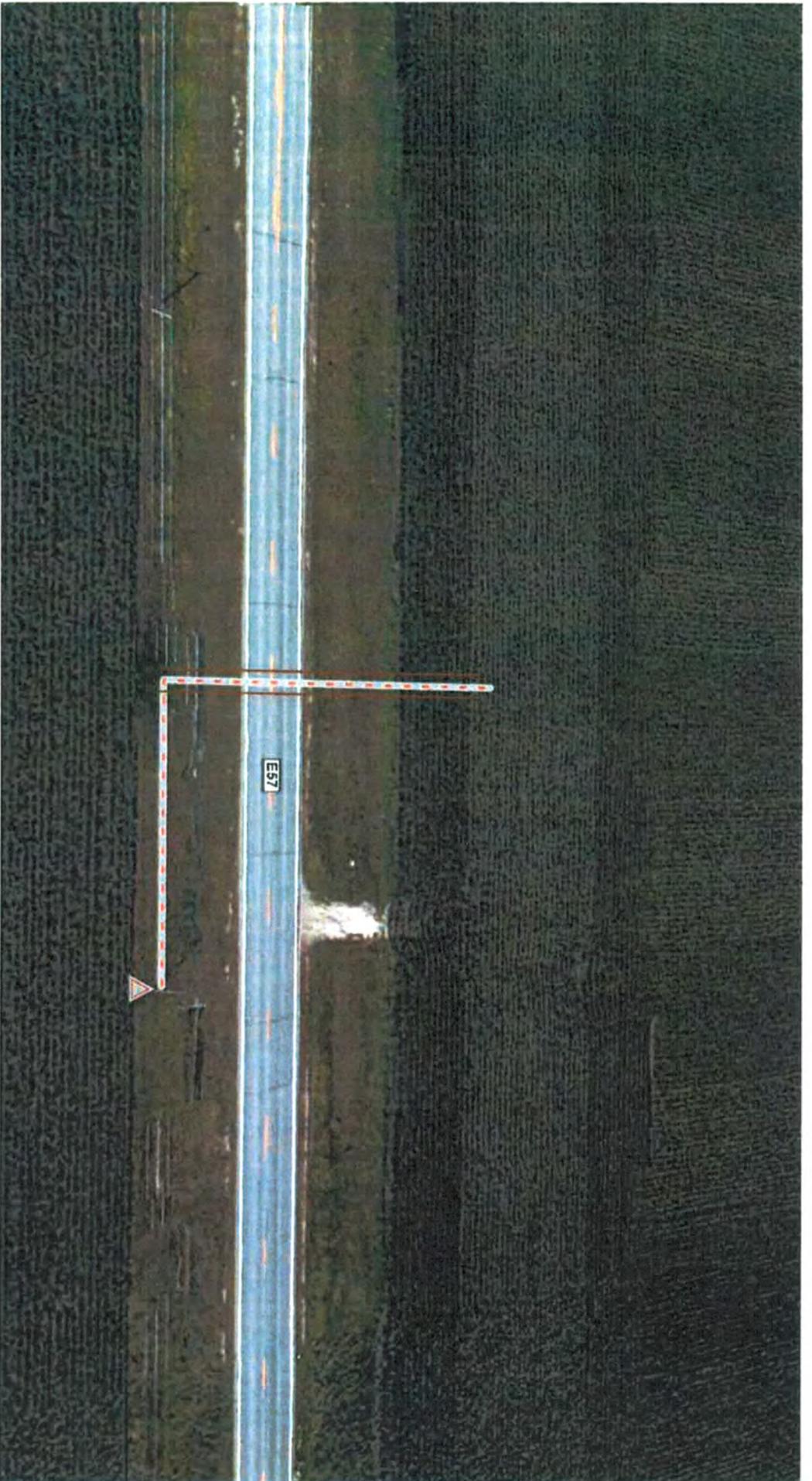
[Signature] 515-382-7355
County Engineer Phone no.

Approved:

Date 5/22/18

[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.



1:0

Permit for county shed
1411 Giddings St
Kelley



STORY COUNTY UTILITY PERMIT

Date 5/14/18

To the Board of Supervisors, Story County, Iowa:

The Interstate Power & Light Company _____ Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at _____, 1284 XE PL Ames, IA 50014 _____, 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 ^{1 Phase electric service 120/240 volt} _____ on secondary route 620th ave _____, from ^{trench and bore on west side of road} _____ to new house at 19964 on east side _____, a distance of 250' _____ 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:

Bore and install 2" conduit under road and install 4/0 triplex 120/240 volt.

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 5/11/18

Interstate Power & Light Company
Name of Company (Applicant - Permittee)

by [Signature] Phone no. 515-230-1296

Recommended for Approval:

Date 5-14-18

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

Approved:

Date 5/22/18

[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.



Permit for new UG service for new house
19964 620th ave
Nevada



STORY COUNTY UTILITY PERMIT

Date 5-11-18

To the Board of Supervisors, Story County, Iowa:

The Consumers Energy Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at 2074 242nd St Marshalltown, 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 280th St, from 72546 280th St to East Under Stream bed, a distance of 560 ft 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 5-11-18

Consumers Energy
Name of Company (Applicant - Permittee)

Elliot Mayland 641-485-4064
by Phone no.

Recommended for Approval:

Date 5-14-18

Domen Mann 515-382-7355
County Engineer Phone no.

Approved:

Date 5/22/18

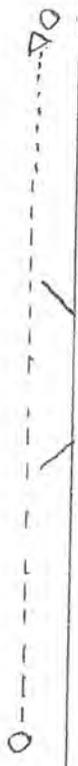
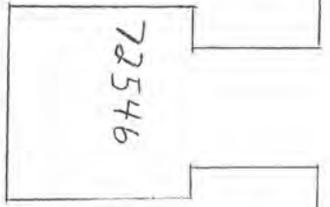
[Signature]
Chair, Board of Supervisors
Story County, Iowa

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



730th
Ave

280th St



Install new 7200 volt electric in 2" Duct from pole in front of house going east under stream to pole to replace the overhead lines

STORY COUNTY UTILITY PERMIT

Date 5/15/18

To the Board of Supervisors, Story County, Iowa:

The Midland Power Cooperative Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at Jefferson, IA, 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 OH Line Rebuild on secondary route 630th Ave from 160th St to 130th St, a distance of 3 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 5/11/18

Midland Power Cooperative - Casey Huff
Name of Company (Applicant - Permittee)

[Signature] 5/11/18
by Phone no.

Recommended for Approval:

Date 5-15-18

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

Approved:

Date 5/22/18

[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.

**Midland Power
Cooperative**



Red = A phase
 Yellow = B phase
 Blue = C phase
 Peach = 2 phase
 GREEN = 3 PHASE

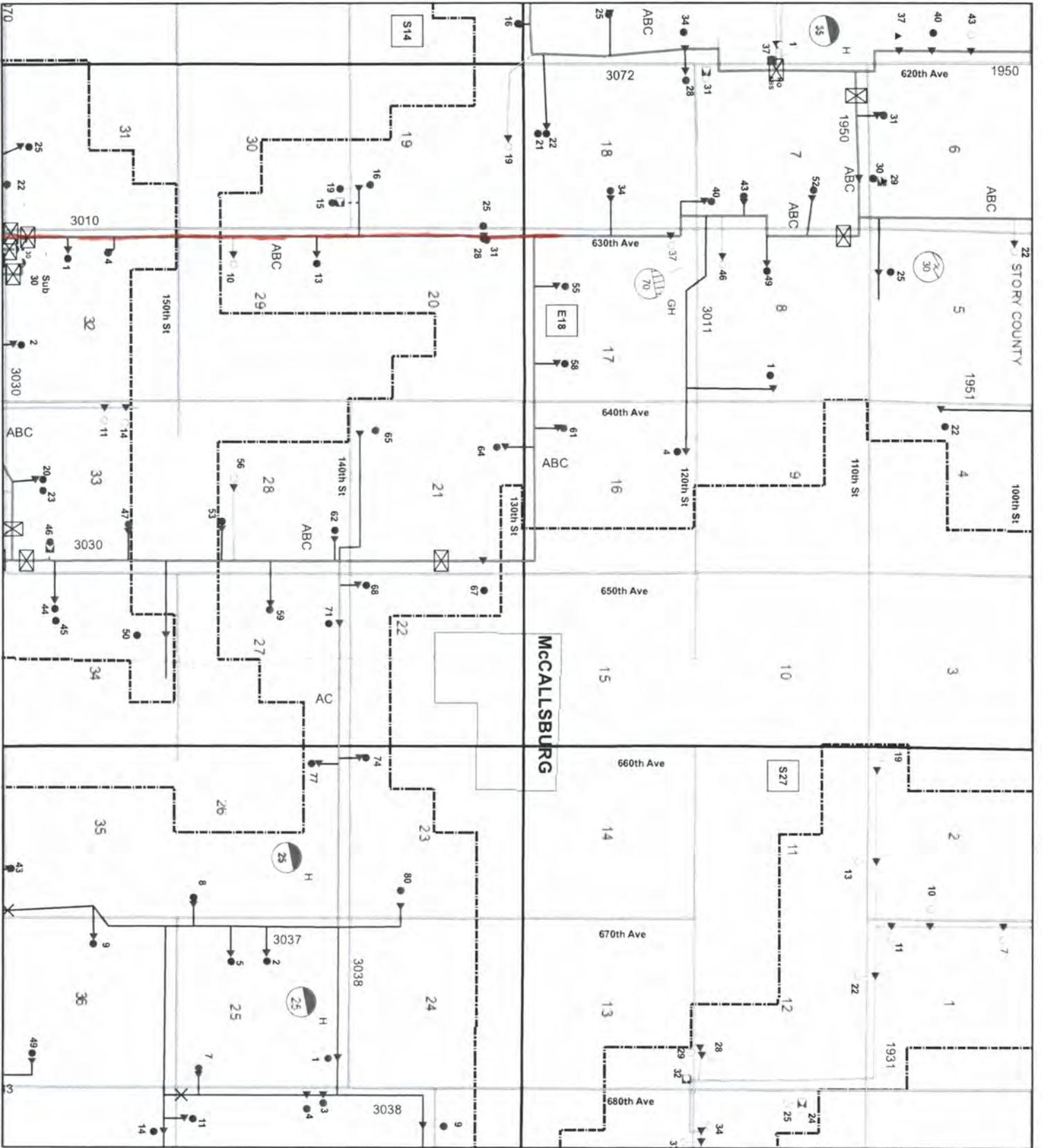
County
STORY

Township
WARREN
T85N R22W

Map No.
70

69		
63	70	77
	71	

Date: 3/3/2015



IOWA 93 MIDLAND POWER COOPERATIVE STAKING SHEET

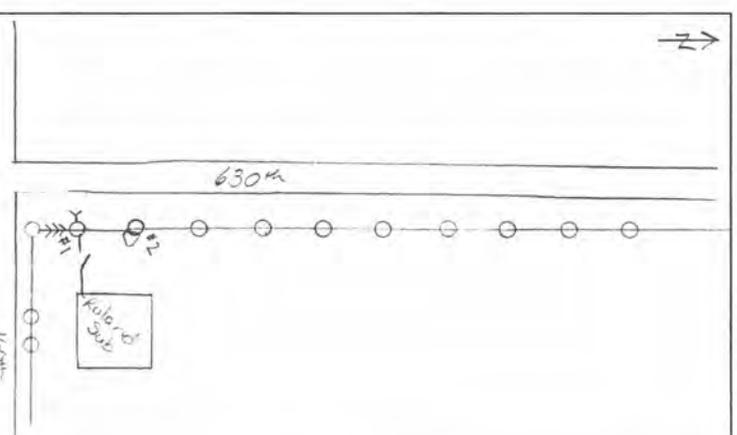
Name Line Renewal Sm 3rd
 Location #: 3010-7032
 Address: 630th Ave
 Phone#: _____

30 Sub
 10 Feeder
 ABC Phase
 County: Story
 Township: Adrian
 School Dist: _____

WORK ORDER CODE	
New Construction	
System Improvement	
Replacement	
Retire No. Replace	

WORK ORDER NO. 12617
 740c# 384
 Staked By CH Date 5/10/18
 Sheet No. 1 of 8
 Completed By _____ Date _____

SKETCH OF WORK Map Reference 70 Twp. PEN R Sec. 32 Wire 3 Size 4/0 Kind ACSR



Pole No.	Pri. (Back) Span	Poles H & C		Misc. Unit	Line Angle	Trans. "G"	Ground "M2"	Drm	No. Unit "E"	Lead	Anchor "F"	SECONDARY		Misc. & Remarks	Unit	No.	
		Misc.	Misc.									Unit	(Back) Span			Size Meter	CONST.
10	235	1	35-3	1	CL11P		H5.1							35-3	10		
9	235	1	35-3	1	CL11P		H5.1							CL11P	8		
8	235	1	35-3	1	CL11P		H11.1 (50) P1.1							CL11P	1		
7	235	1	35-3	1	CL11P		H5.1							CL11P	1		
6	235	1	35-3	1	CL11P		H5.1							CL11P	1		
5	235	1	35-3	1	CL11P		H11.1 (50) P1.1							CL11P	1		
4	235	1	35-3	1	CL11P		H5.1							CL11P	1		
3	235	1	35-3	1	CL11P		H5.1							CL11P	1		
2	50	1	35-3	1	CL11P	61.3	H1.1							CL11P	1		
1		1	35-3	1	CL11P	67.1	H1.1							CL11P	1		

JOB BRIEFING

Nominal Voltage _____
 Fault Current Available _____
 Hazardous Induced Volt _____
 Presence Prctive Grds _____
 Equipment Grounds _____
 Pole Condition _____
 Environmental Condition _____

Loc of Line Prctive Dvc _____
 Other Utilities in Area _____
 Personal Prctive Equip _____
 Traffic Control _____
 Job Procedure _____
 Individual Job Duties _____
 Other Hazards _____

Crew Initials 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____

CONSTRUCTION

Conductor	Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
4/0	X				1930	3	5943
6/3 R	X				1930	1	1987
4/0 G.S.K.	X						
TOTALS	X	X					

RETIREMENT

Conductor	Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
3010-201							
TOTALS							

Const. Complt _____
 Retirt. Complt _____
 Material Ticket Complt _____
 500 BH 9-00

IOWA 93 MIDLAND POWER COOPERATIVE STAKING SHEET

Name Line 9301-1d 3mi 3p
 Location #: 3010--7032
 Address: 630th Ave
 Phone#: _____

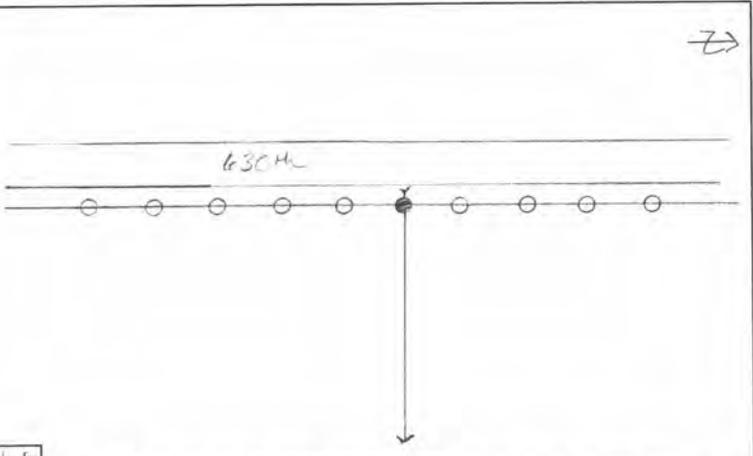
30 Sub
 10 Feeder
 ABC Phase
 Line Sec: _____

County: Story
 Township: Wester
 School Dist: _____

WORK ORDER CODE	
New Construction	
System Improvement	
Replacement	
Retire No. Replace	

WORK ORDER NO. 12617
 740c# 384
 Staked By CH Date 5/10/18
 Sheet No. 2 of 8
 Completed By _____ Date _____

SKETCH OF WORK
 Map Reference 70 Twp. 85N R 22E Sec. 32 Wire 3 Size 4/0 Kind ACSR



Pole No.	Pri. (Back) Span.	Poles H & C		Pri. Unit	Line Trans. "G"	Ground "M2"	Ohm "P1.1"	GUY		Anchor "F"	SECONDARY		Misc. & Remarks	Unit	No.	
		Misc.	Misc.					Unit "E"	310		Lead	Unit "J" or "K"			(Back) Span	Size Meter
10	203	1	35-3	1	CLHP	H1.1	P1.1						35-3	9		
11	203	1	35-3	1	CLHP	H1.1	P1.1						CLHP	9		
12	203	1	35-3	1	CLHP	H1.1	P1.1						H1.1	4		
13	203	1	35-3	1	CLHP	H1.1	P1.1						P1.1	12		
14	203	1	35-3	1	CLHP	H1.1	P1.1						H1.1	5		
15	203	1	35-3	1	CLHP	H1.1	P1.1									
16	203	1	35-3	1	CLHP	H1.1	P1.1									
17	203	1	35-3	1	CLHP	H1.1	P1.1									
18	203	1	35-3	1	CLHP	H1.1	P1.1									
19	203	1	35-3	1	CLHP	H1.1	P1.1									
20	203	1	35-3	1	CLHP	H1.1	P1.1									
21	203	1	35-3	1	CLHP	H1.1	P1.1									
22	203	1	35-3	1	CLHP	H1.1	P1.1									
23	203	1	35-3	1	CLHP	H1.1	P1.1									
24	203	1	35-3	1	CLHP	H1.1	P1.1									
25	203	1	35-3	1	CLHP	H1.1	P1.1									
26	203	1	35-3	1	CLHP	H1.1	P1.1									
27	203	1	35-3	1	CLHP	H1.1	P1.1									
28	203	1	35-3	1	CLHP	H1.1	P1.1									
29	203	1	35-3	1	CLHP	H1.1	P1.1									
30	203	1	35-3	1	CLHP	H1.1	P1.1									

JOB BRIEFING

<input type="checkbox"/> Normal Voltage	<input type="checkbox"/> Loc of Line Prctive Dvc
<input type="checkbox"/> Fault Current Available	<input type="checkbox"/> Other Utilities in Area
<input type="checkbox"/> Hazardous Induced Voltg	<input type="checkbox"/> Personal Prctive Equip
<input type="checkbox"/> Presence Prctive Grnds	<input type="checkbox"/> Traffic Control
<input type="checkbox"/> Equipment Grounds	<input type="checkbox"/> Job Procedure
<input type="checkbox"/> Pole Condition	<input type="checkbox"/> Individual Job Duties
<input type="checkbox"/> Environmental Condition	<input type="checkbox"/> Other Hazards

Crew Initials 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____

CONSTRUCTION

Conductor	Pri. Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
110		X		2190	3	6767
ACSR		X		2150	1	2255
TOTALS		X				

RETIREMENT

Conductor	Pri. Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
TOTALS						

Const. Complt _____
 Retmt. Complt _____
 Material Ticket Complt _____
 500 BH 9-00

IOWA 93 MIDLAND POWER COOPERATIVE STAKING SHEET

Name Line Rebuild 3m 3p
 Location #: 3010 -- 7032
 Address: 630th Ave
 Phone#: _____

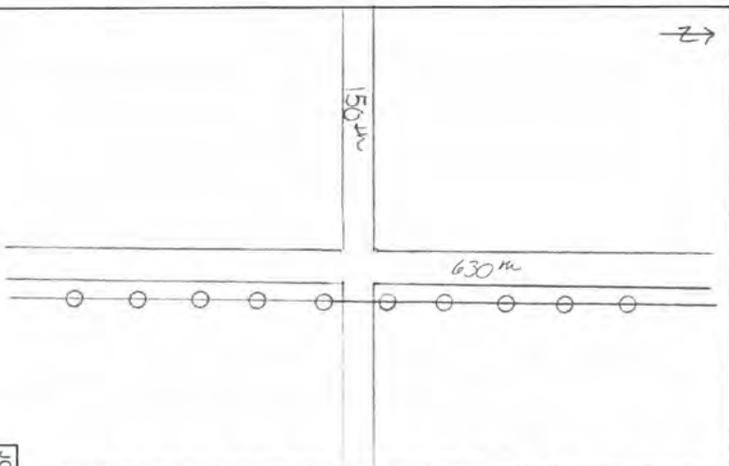
30 Sub
 10 Feeder
 Misc Phase
 Line Sec: _____

County: Story
 Township: Adrian
 School Dist: _____

WORK ORDER CODE	
New Construction	
System Improvement	/
Replacement	
Retire No. Replace	

WORK ORDER NO. 12617 740c# 384
 Staked By CH Date 5/10/18
 Sheet No. 3 of 8
 Compt By _____ Date _____

SKETCH OF WORK Map Reference 70 Twp. 55N R. 22W Sec. 32 Wire 3 Size 4/0 Kind ASR



Pole No.	Pri. (Back) Span	Poles H & C		Line Angle	Trans. G°	Ground M2°	Om Om No.	GUY		Anchor "F"	SECONDARY		Misc. & Remarks	Unit	No.	
		Misc.	Misc. Unit					Lead	Unit No. J or K		(Back) Span	Size Meter			CONST.	RET.
30	237	1 35-3	1 C11P			H1.1 P1.1							35-3	5		
29	237	1 35-3	1 C11P			H5.1							40-3	5		
28	237	1 35-3	1 C11P			H5.1							C11P	7		
27	237	1 40-3	1 C11P			H1.1 P1.1							C11P	2		
26	237	1 40-3	1 C11P			H5.1							C2.51P	1		
25	189	1 40-3	1 C2.51P			H5.1							H1.1	3		
24	212	1 40-3	1 C11P			H5.1							P1.1	9		
23	212	1 40-3	1 C11P			H1.1 P1.1							H5.1	7		
22	212	1 35-3	1 C11P			H5.1										
21	212	1 35-3	1 C11P			H5.1										

JOB BRIEFING

Normal Voltage _____
 Fault Current Available _____
 Hazardous Induced Voltg _____
 Presence Protective Grds _____
 Equipment Grounds _____
 Pole Condition _____
 Environmental Condition _____

Loc of Line Protective Dvc _____
 Other Utilities in Area _____
 Personal Protective Equip _____
 Traffic Control _____
 Job Procedure _____
 Individual Job Duties _____
 Other Hazards _____

Crew Initials 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____

CONSTRUCTION

Conductor	Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
4/0	X		X		2222	3	6665
2.5	X		X		2222	1	2228
TOTALS							

RETIREMENT

Conductor	Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
TOTALS							

Const. Compt _____
 Retmt. Compt _____
 Material Ticker Compt _____
 500 BH 9-00

IOWA 93 MIDLAND POWER COOPERATIVE STAKING SHEET

Name Line Rebuild 3mi 3P
 Location #: 3010--7032
 Address: 630th Ave
 Phone#: _____

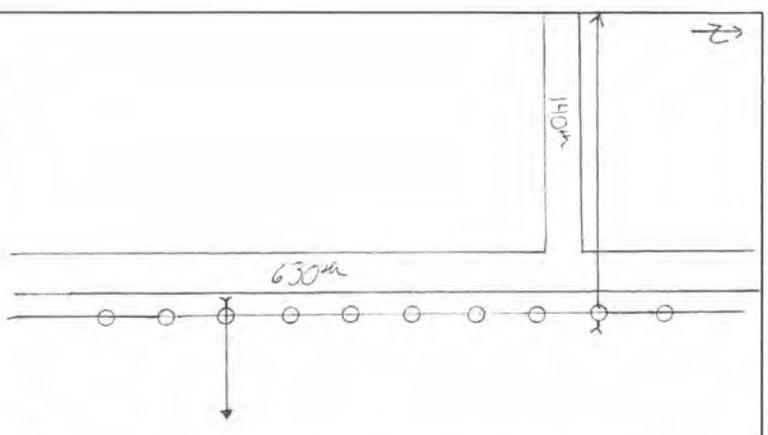
Sub 30
 Feeder 10
 Phase ABC
 Line Sec. _____

County: Story
 Township: Whitson
 School Dist.: _____

WORK ORDER CODE	
New Construction	
System Improvement	<input checked="" type="checkbox"/>
Replacement	
Retire No. Replace	

WORK ORDER NO. 12617
 740c# 384
 Staked By CH Date 5/10/18
 Sheet No. 5 of 8
 Comptd By _____ Date _____

SKETCH OF WORK
 Map Reference 70 Twp. 85N R 22W Sec. 32 Wire 3 Size 4/0 Kind Alum



Pole No.	Pri. (Back) Span	Poles H & C			Line Angle	Trans. "G"	Ground "M2"	Ohm	No.	Unit "E"	Lead	Anchor "F"	SECONDARY		Misc. & Remarks	Unit	No.		
		Misc.	Misc.	Angle									Unit	(Back) Span			Size Meter	CONST.	RET.
50	213	1	35-3	1	CL11P		H5.1								35-3	9			
49	216	1	40-3	1	CL11P		H1.1		1	E1.1	15' E	F1.12			40-3	1			
48	222	1	35-3	1	CL11P		H1.1	P1.1							CL11P	10			
47	222	1	35-3	1	CL11P		H5.1								AS.1	2			
46	222	1	35-3	1	CL11P		H5.1								CL11P	2			
45	222	1	35-3	1	CL11P		H1.1	P1.1							H1.1	5			
44	222	1	35-3	1	CL11P		H5.1								P1.1	9			
43	229	1	35-3	1	CL11P		H1.1								E1.1	2			
42	211	1	35-3	1	CL11P		H1.1	P1.1							F1.12	2			
41	211	1	35-3	1	CL11P		H5.1								H5.1	5			
3010-013																			

JOB BRIEFING

Nominal Voltage	Loc of Line Prctive Dvc
Fault Current Available	Other Utilities in Area
Hazardous Induced Voltg	Personal Prctive Equip
Presence Prctive Grds	Traffic Control
Equipment Grounds	Job Procedure
Pole Condition	Individual Job Duties
Environmental Condition	Other Hazards

Crew Initials 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____

CONSTRUCTION

Conductor	Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
1/0	X				2190	3	6767
1/2	X				2190	1	2255
AL3C							
TOTALS	X	X	X	X			

RETIREMENT

Conductor	Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
TOTALS	X	X	X	X			

IOWA 93 MIDLAND POWER COOPERATIVE STAKING SHEET

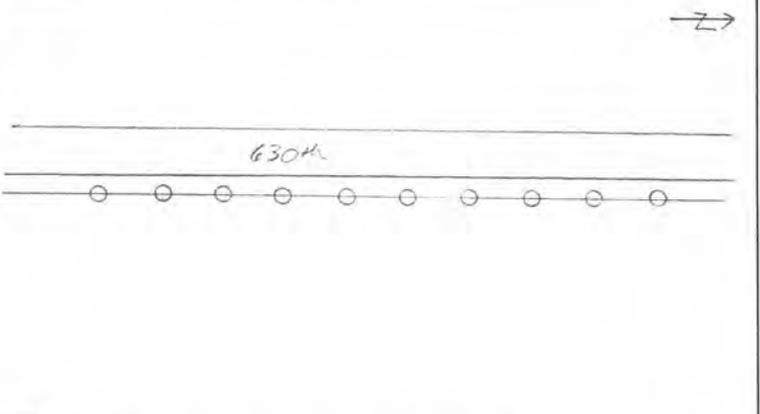
Name Line 4010 3m 3φ
 Location #: 3010 -- 7020
 Address: 630th Ave
 Phone#: _____

County: Story
 Township: Delaware
 School Dist.: _____
 Map Reference 70 Twp. 85N R 20W Sec. 20 Wire 3 Size 4/0 Kind ACSR

WORK ORDER CODE	
New Construction	
System Improvement	
Replacement	
Retire No. Replace	

WORK ORDER NO. 12617
 740c# 384
 Staked By CH Date 5/10/18
 Sheet No. 6 of 8
 Compiled By _____ Date _____

SKETCH OF WORK



Pole No.	Pri. (Back) Span	Poles H & C			Line Angle	Trans. "G"	Ground "M2"	Ohm No.	Unit "E"	Lead	ANCHOR		SECONDARY		Misc. & Remarks	Unit	No.	
		Misc.	Misc.	Misc.							Unit	(Back) Span	Size Meter	CONST.			RET.	
40	211	1	40-3	1			H1.1 P1.1								Set 10' Deep	35-3	6	
51	211	1	40-3	1			H1.1 P1.1								Set 10' Deep	40-3	4	
52	211	1	35-3	1			H1.1 P1.1									CLIP	10	
53	211	1	35-3	1			H1.1 P1.1									CLIP	4	
54	211	1	35-3	1			H1.1 P1.1									CLIP	12	
55	248	1	35-3	1			H5.1											
56	248	1	35-3	1			H5.1											
57	248	1	35-3	1			H5.1											
58	248	1	35-3	1			H5.1											
59	248	1	35-3	1			H5.1											
50	213	1	35-3	1			H1.1 P1.1											

JOB BRIEFING

<input type="checkbox"/> Normal Voltage	<input type="checkbox"/> Log of Line Practice Dvc
<input type="checkbox"/> Fault Current Available	<input type="checkbox"/> Other Utilities in Area
<input type="checkbox"/> Hazardous Induced Volt	<input type="checkbox"/> Personal Practice Equip
<input type="checkbox"/> Equipment Practice Grds	<input type="checkbox"/> Training Control
<input type="checkbox"/> Pole Condition	<input type="checkbox"/> Job Procedure
<input type="checkbox"/> Environmental Condition	<input type="checkbox"/> Individual Job Duties
<input type="checkbox"/> Other Hazards	<input type="checkbox"/> Other Hazards

Crew Initials 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____

CONSTRUCTION

Conductor	Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
4/0 ACSR	X				2227	3	6881
1/2 ACSR	X				2227	1	2293
TOTALS	X	X	X	X			

RETIREMENT

Conductor	Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
TOTALS	X	X	X	X			

Const. Complt _____
 Retmt. Complt _____
 Material Ticket Complt _____
 500 BH 9-00

IOWA 93 MIDLAND POWER COOPERATIVE STAKING SHEET

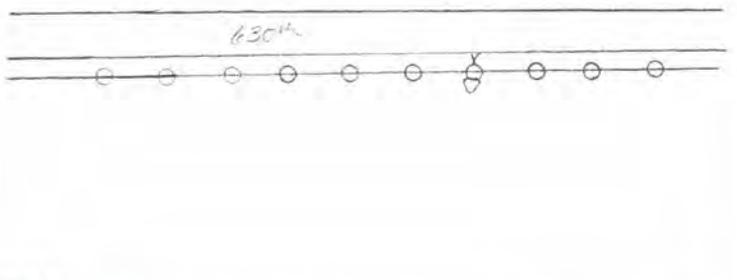
Name Line Rebuild 3m. 3φ
 Location #: 3010 - - 7020
 Address: 630th Ave
 Phone#: _____

30 Sub
 10 Feeder
 A/C Phase
 County: Story
 Township: Liberty
 School Dist.: _____

WORK ORDER CODE	
New Construction	<input type="checkbox"/>
System Improvement	<input checked="" type="checkbox"/>
Replacement	<input type="checkbox"/>
Retire No. Replace	<input type="checkbox"/>

WORK ORDER NO. 12617
 740c# 384
 Staked By CH Date 5/16/18
 Sheet No. 7 of 8
 Comptd By _____ Date _____

SKETCH OF WORK Map Reference 70 Twp. 85N R 21W Sec. 20 Wire 3 Size 4/0 Kind ACSR



Pole No.	Pri. (Back) Span.	Poles H & C			Line Angle	Trans "G"	Ground "M2" Ohm	GUY		Anchor "F" No. J or K	SECONDARY		Misc. & Remarks	Unit	No.	
		Misc.	Misc.	Misc.				Unit 310	Lead		Unit (Back) Span	Size Meter			CONST.	RET.
70	212	1 40-3	1 CLAMP			H1.1	PM						35-3	6		
69	212	1 40-3	1 CLAMP			H5.1							40-3	4		
68	212	1 35-3	1 CLAMP			H5.1							CLAMP	10		
67	236	1 35-3	1 CLAMP			H1.1							G1.3	1		
66	236	1 35-3	1 CLAMP			H5.1							H1.1	3		
65	236	1 35-3	1 CLAMP			H5.1							P1.1	6		
64	236	1 35-3	1 CLAMP			H5.1							E1.1	1		
63	236	1 35-3	1 CLAMP			H1.1	PM						F1.12	1		
62	236	1 40-3	1 CLAMP			H5.1							S2.1T	1		
61	211	1 40-3	1 CLAMP			H5.1							H5.1	7		

JOB BRIEFING

Normal Voltage	Loc of Line Precede Dvc
Fault Current Available	Other Utilities in Area
Hazardous Induced Volt	Personal Protective Equip
Equipment Grounds	Traffic Control
Pole Condition	Job Procedure
Environmental Condition	Individual Job Duties
	Other Hazards

Crew Initials 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____

CONSTRUCTION

Conductor	Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
4/0	X		X		2263	3	6992
1/0	X		X		2263	1	2330
TOTALS	X	X	X	X			

RETIREMENT

Conductor/Pri.	Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
TOTALS						

Const. Complt _____
 Retmt. Complt _____
 Material Ticket Complt _____
 500 BH 9-00

IOWA 93 MIDLAND POWER COOPERATIVE STAKING SHEET

Name Line Rebuild 3 mi 30
 Location # 3010 -- 7020
 Address: 630th Ave
 Phone#: _____

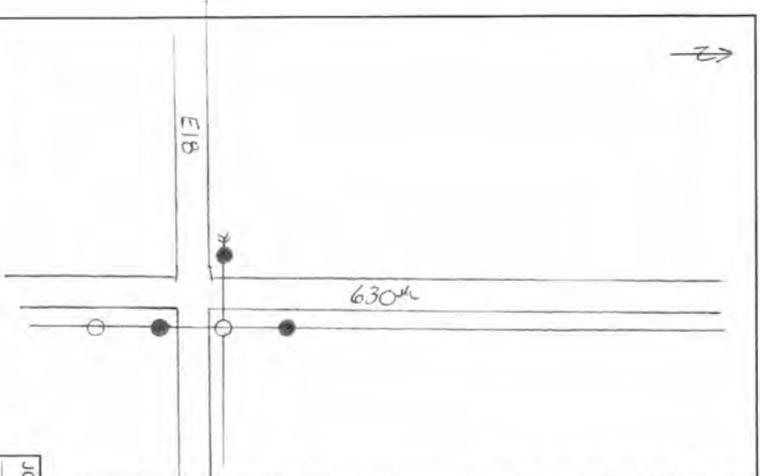
30 Sub
10 Feeder
ABC Phase
 Line Sec: _____

County: Shary
 Township: Warren
 School Dist.: _____

WORK ORDER CODE	
New Construction	
System Improvement	<input checked="" type="checkbox"/>
Replacement	
Retire No. Replace	

WORK ORDER NO. 12617
 7406# 384
 Staked By CH Date 5/10/18
 Sheet No. 8 of 8
 Completed By _____ Date _____

SKETCH OF WORK Map Reference 70 Twp. 85N R 22W Sec. 20 Wire 3 Size 4/0 Kind ACSR



Pole No.	Pri. (Back) Span.	Poles H & C		Line Angle	Trans. "G"	Ground "M2"	Ohm	GUY		Anchor "F"	SECONDARY		Misc. & Remarks	Unit	No.	
		Misc.	Pri. Unit					Unit "E"	Lead		Unit (Back) Span	Size Meter			CONST.	RET.
74	198	35-3	21		H1.1								40-3	2		
73	161	40-3	21		H1.1								C1.11P	1		
72	194	ITC		16.51									C1.41P	1		
71	212	40-3	1		H5.1								C6.51	1		
													C7.1	1		
													H1.1	1		
													H5.1	1		

Const. Complt _____
 Reimt. Complt _____
 Material Ticket Complt _____
 500 BH 9-00

JOB BRIEFING

Nominal Voltage	Loc of Line	Prctive Dvc
Fault Current Available	Other Utilities in Area	
Hazardous Induced Volt	Personal Prctive Equip	
Equipment Prctive Grnds	Traffic Control	
Pole Condition	Job Procedure	
Environmental Condition	Individual Job Duties	
	Other Hazards	

Crew Initials 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____

CONSTRUCTION

Conductor	Pri. Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
4/0 ACSR	X	X		765	3	2365
1/2 ACSR	X	X		765	1	787
TOTALS	X	X				

RETIREMENT

Conductor	Pri. Sec.	O.H.	URD	Pole Line Ft.	No. of Wires	Total Feet
TOTALS	X	X				



Des Moines
 1817 Euclid Ave
 Des Moines, IA 50313
 Ph:(515) 512-4822

Storage Rental Agreement No.: SFQ-430096
 Storage Rental Agreement Date: May 21, 2018
 Storage Rental Agreement Expires: 30 days
 Sale Consultant: Melvyn Scofield
 Email: mscofield@pacvan.com

Billing Information

STOSHE
 Story County Animal Shelter
 Sue McCaskey
 975 W Lincoln Hwy
 NEVADA, IA 50201
 United States
 Ph:515-382-3338

Shipping Information

Story County Animal Shelter
 975 W Lincoln Hwy
 Nevada, IA 50201
 Sue McCaskey
 Ph:(515) 231-3553

Storage Rental Agreement

Per Period Charges	Quantity	Unit Price	Total Price
40' Storage Container	1	\$125.00	\$125.00
Storage Damage Waiver	1	\$15.00	\$15.00

This Rental Rate is based on a minimum lease of 3 billing cycles beginning on May 23

Installation & Delivery Charges	Qty	Unit Price	Total	Removal & Return Charges	Qty	Unit Price	Total
DEL \$145.00 per hour/roundtrip	1	\$0.00	\$0.00	PU \$145.00 per hour/roundtrip	1	\$0.00	\$0.00

Notes:Quote does not include sales or property taxes.

Thank you for the opportunity to earn your business.

SPECIAL OFFER:

Need temporary space?

Please ask us about our special pricing on select Mobile Offices or Modular Buildings with your order.

The Equipment described above, and any Equipment substituted or added is accepted by the Customer (Lessee) or its agent in good repair and working condition subject to the terms and conditions noted below. This document confirms the terms of an oral agreement between Pac-Van (Lessor) or an affiliate and above name customer, even if you fail to sign below, you are bound by the terms of this agreement when you accept delivery of the equipment. Lessee agrees to pay Lessor the monthly rental rate, delivery and return charges and all other charges referred to herein for the use of the Equipment. Unless otherwise agreed to in writing, rental periods are 28 days. All rental payments are due in advance of the rental period. Rent will not be pro-rated for partial rental periods. Lessee shall pay or shall reimburse Lessor for all sales, use and/or property taxes and any other taxes, fees or assessments related to the Equipment, its value, use, operation or rental including storage related charges attributable to the delayed delivery and/or installation of the Equipment required or requested by the Lessee. Any payment not paid in accordance with these terms will be subject to a late charge equal to 10% of the full invoice amount. Lessee assumes all risk of loss or damage to the Equipment (normal wear & tear excepted) and all contents there in from any and all cause whatsoever. Lessee is liable for all repairs to and cleaning of the Equipment. Lessee shall not move the Equipment without Lessor's prior written consent. The Equipment is to be used for commercial purposes only. The Equipment is for lawful domestic storage of non-toxic items only and not to be used for shipping purposes. Lessee agrees to indemnify, defend and hold Lessor harmless from any and all losses, claims or expenses, including but not limited to those arising out of or caused by the negligence of Lessor or its agents or employees, related to any loss or damage to the Equipment and to any personal injury or property damage related to or arising out of the delivery, installation, use, possession, condition, return or repossession of the Equipment. Unless Lessee has accepted the Storage Damage Waiver Plan, Lessee agrees to maintain general liability and physical damage insurance covering the Equipment throughout the term of the Lease naming Lessor as additional insured and loss payee. Lessee's failure to make payments timely or comply with any term and condition herein will constitute default. Upon default, Lessee agrees to pay all costs of collection, including but not limited to attorney fees and collection agency fees. Upon Lessee's default, Lessor has the right to accelerate all payments due hereunder, repossess the Equipment and take any action permitted by law. Any property remaining in the Equipment upon its return or default by Lessee will be deemed abandoned by Lessee. This Agreement will continue on a month-to-month basis after the Minimum Lease Term until the Equipment is returned to Lessor, during the hold over period the rental rate may be increased at the sole option of Lessor and Lessor may bill Lessee for the return freight at Lessor's then prevailing rate. Lessee must provide Lessor at least fourteen (14) days advance written notice of the Equipment's return. By signing below, the parties agree to the terms and conditions stated herein. Unless identified in writing as a sale, Lessee shall not acquire any ownership in any Equipment. This agreement states the entire agreement between the parties and Lessee expressly waives any rights afforded Lessee by any additional agreement even if signed by Lessor. The parties are hereby authorized to accept and rely upon a facsimile signature of either party to this Agreement. Any such signature shall be treated as an original signature for all purposes. Lessee acknowledges that this agreement may be updated to include serial number(s), delivery date(s) and customer number upon delivery of the equipment. Lessee will be supplied a copy of the final lease

Signature:
 Printed: Rick Sanders
 Title: Story County Board of Supervisors
 Date: 5/21/18

Signature: _____
 Printed: Melvyn Scofield
 Title: Sales Representative
 Date: _____

Sign Here

RESOLUTION # 18-103

COUNTY NAME: Story	RECORD OF HEARING AND DETERMINATION ON THE AMENDMENT TO COUNTY BUDGET	COUNTY NO.: 85
Date budget amendment was adopted: May 22, 2018	For Fiscal Year Ending: June 30, 2018	

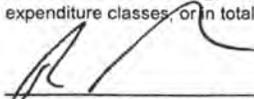
The County Board of Supervisors met on the date specified immediately above to adopt an amendment to the current County budget as summarized below. The amendment was adopted after compliance with the public notice, public hearing, and public meeting provisions as required by law.

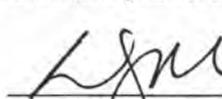
Iowa Department of Management Form 653 A-R Sheet 2 of 2 (revised 05/01/14)	Total Budget as Certified or Last Amended	Adopted Current Amendment	Total Budget After Current Amendment
REVENUES & OTHER FINANCING SOURCES			
Taxes Levied on Property	1 24,474,068	0	24,474,068
Less: Uncollected Delinquent Taxes - Levy Year	2 0	0	0
Less: Credits to Taxpayers	3 1,040,341	0	1,040,341
Net Current Property Taxes	4 23,433,727	0	23,433,727
Delinquent Property Tax Revenue	5 1,592	1,500	3,092
Penalties, Interest & Costs on Taxes	6 57,000	0	57,000
Other County Taxes/TIF Tax Revenues	7 3,535,501	43,300	3,578,801
Intergovernmental	8 9,035,939	(934,015)	8,101,924
Licenses & Permits	9 67,800	0	67,800
Charges for Service	10 1,802,850	10,600	1,813,450
Use of Money & Property	11 512,140	6,000	518,140
Miscellaneous	12 758,695	2,970	761,665
Subtotal Revenues	13 39,205,244	(869,645)	38,335,599
Other Financing Sources:			
General Long-Term Debt Proceeds	14 1,500,000	0	1,500,000
Operating Transfers In	15 3,121,561	0	3,121,561
Proceeds of Fixed Asset Sales	16 7,100	6,200	13,300
Total Revenues & Other Sources	17 43,833,905	(863,445)	42,970,460
EXPENDITURES & OTHER FINANCING USES			
Operating:			
Public Safety & Legal Services	18 11,868,605	359,266	12,227,871
Physical Health & Social Services	19 2,641,653	44,726	2,686,379
Mental Health, ID & DD	20 1,797,170	512,350	2,309,520
County Environment & Education	21 4,134,821	369,371	4,504,192
Roads & Transportation	22 7,751,900	0	7,751,900
Government Services to Residents	23 1,237,068	27,550	1,264,618
Administration	24 5,675,062	595,503	6,270,565
Nonprogram Current	25 100,000	0	100,000
Debt Service	26 1,519,532	0	1,519,532
Capital Projects	27 7,798,244	(228,444)	7,569,800
Subtotal Expenditures	28 44,524,055	1,680,322	46,204,377
Other Financing Uses:			
Operating Transfers Out	29 3,121,561	0	3,121,561
Refunded Debt/Payments to Escrow	30 0	0	0
Total Expenditures & Other Uses	31 47,645,616	1,680,322	49,325,938
Excess of Revenues & Other Sources over (under) Expenditures & Other Uses	32 (3,811,711)	(2,543,767)	(6,355,478)
Beginning Fund Balance - July 1,	33 22,578,317	0	22,578,317
Increase (Decrease) in Reserves (GAAP Budgeting)	34 0	0	0
Fund Balance - Nonspendable	35 0	0	0
Fund Balance - Restricted	36 7,251,493	(695,095)	6,556,398
Fund Balance - Committed	37 2,261,140	0	2,261,140
Fund Balance - Assigned	38 2,179,454	304,828	2,484,282
Fund Balance - Unassigned	39 7,074,519	(2,153,500)	4,921,019
Total Ending Fund Balance - June 30,	40 18,766,606	(2,543,767)	16,222,839

Date original budget adopted:
03/14/17

Date(s) current budget was subsequently amended:
8/15/2017, 11/7/2017

The below-signed certify that proof of publication of the hearing notice and proposed amendment is on file for each official County newspaper, that all public hearing notices were published not less than 10, nor more than 20 days prior to the public hearing, and that adopted expenditures do not exceed published amounts for any of the 10 individual expenditure classes, or in total.


Board Chairperson (signature)


County Auditor (signature)

5/3/2018

Dept Name	#	Amount	Reason	Funding Source
Board of Supervisors	01	36,500	Pay Plan Staff Salaries	General Fund
		3,000	Extra help	General Fund
		(900)	Taxable Fringe	
<i>Gen Fund</i>		38,600		
		3,450	FICA	Gen Supp Fund
		4,200	IPERS	Gen Supp Fund
		2,000	Employee's Insurance	Gen Supp Fund
<i>Gen Supp Fund</i>		9,650		
Department Total		48,250		
Auditor	02	2,700	Bargaining Unit Staff	General Fund
		3,000	Extra Help	General Fund
		1,600	Education & Training	General Fund
		20,000	Special Election	General Fund
		(8,000)	Deputies - Mngmt	General Fund
		9,500	Bargaining Unit Staff	General Fund
		5,400	Pay Plan Staff	General Fund
		70,500	Contract Labor	General Fund
<i>Gen Fund</i>		104,700		
		600	FICA-Elections	Gen Supp Fund
		600	IPERS - Elections	Gen Supp Fund
		(1,600)	Employee's Insurance	Gen Supp Fund
		300	FICA - Mngmt	Gen Supp Fund
		400	IPERS - Mngmt	Gen Supp Fund
		(13,850)	Employee's Insurance	Gen Supp Fund
<i>Gen Supp Fund</i>		(13,550)		
Department Total		91,150		
Treasurer	03	(2,200)	Bargaining Unit Staff	General Fund
		(800)	Employer's Flex	General Fund
		10,000	Bargaining Unit Staff	General Fund
		(300)	Taxable Fringe	General Fund
		715	Employer's Flex	General Fund
<i>Gen Fund</i>		7,415		
		(650)	FICA - MV	Gen Supp Fund
		(150)	IPERS - MV	Gen Supp Fund
		(450)	Employee's Insurance	Gen Supp Fund
		1,000	FICA - Mngmt	Gen Supp Fund
		1,450	IPERS - Mngmt	Gen Supp Fund
		(7,750)	Employee's Insurance	Gen Supp Fund
<i>Gen Supp Fund</i>		(6,550)		
Department Total		865		
County Attorney	04	25,000	Pay Plan Staff	General Fund
		10,000	Court Costs - Juvenile	General Fund
<i>Gen Fund</i>		35,000		
		10,000	Salaries Extra Help	Gen Supp Fund
		950	FICA	Gen Supp Fund
		5,600	IPERS	Gen Supp Fund
		(5,300)	Employee's Insurance	Gen Supp Fund
<i>Gen Supp Fund</i>		11,250		
Department Total		46,250		

5/3/2018

Sheriff	05	185,000	Bargaining Unit Staff	General Fund
		5,700	Pay Plan Staff	General Fund
		600	Education Incentive Pay	General Fund
		30,000	Overtime Pay	General Fund
		800	Taxable Fringe	General Fund
		(2,160)	Employer's Flex	General Fund
		88,636	Office Equip/Furniture	General Fund
<i>Gen Fund</i>		<u>308,576</u>		
		11,500	FICA	Gen Supp Fund
		45,000	IPERS	Gen Supp Fund
		(117,700)	Employee's Insurance	Gen Supp Fund
<i>Gen Supp Fund</i>		<u>(61,200)</u>		
		33,000	Bargaining Unit Staff	Rural Fund
		(660)	Education Incentive Pay	Rural Fund
		28,000	Overtime Pay	Rural Fund
		(300)	Taxable Fringe	Rural Fund
		2,500	FICA	Rural Fund
		(1,500)	IPERS	Rural Fund
		(27,500)	Employee's Insurance	Rural Fund
<i>Rural</i>		<u>33,540</u>		
Department Total		280,916		
Recorder	07	8,000	Pay Plan Staff	General Fund
<i>Gen Fund</i>		<u>8,000</u>		
		400	FICA	Gen Supp Fund
		1,500	IPERS	Gen Supp Fund
		(5,000)	Employee's Insurance	Gen Supp Fund
<i>Gen Supp Fund</i>		<u>(3,100)</u>		
Department Total		4,900		
Animal Control	08	17,000	Salaries	Rural Fund
		8,500	Extra Help	Rural Fund
		1,800	OT	Rural Fund
		480	Taxable Fringe	Rural Fund
		1,800	FICA	Rural Fund
		1,800	IPERS	Rural Fund
		500	Employee's Insurance	Rural Fund
		9,200	Equip Parts & Supplies	Rural Fund
		(9,000)	Bldg Repair & Maint	Rural Fund
<i>Rural Fund</i>		<u>32,080</u>		
		20,000	Special Animal Care	Friends of Animal
<i>Friends of Animal Fund</i>		<u>20,000</u>		
Department Total		52,080		
Gen Co Betterment 40%	10	6,000	County Tourism - Ragbrai	Rural Fund
		<u>6,000</u>		
Veterans Affairs	21	4,100	Pay Plan Staff	General Fund
		300	Taxable Fringe	General Fund
		(500)	Uniforms & Equipment	General Fund
		2,900	Marketing	General Fund
		570	Equipment Rent/Maint	General Fund
<i>Gen Fund</i>		<u>7,370</u>		
		325	FICA	Gen Supp Fund
		350	IPERS	Gen Supp Fund
<i>Gen Supp Fund</i>		<u>675</u>		
Department Total		8,045		

Expenses

5/3/2018

Conservation	22	69,500	Bargaining unit Salaries	General Fund Balance
		(27,400)	Pay Plan Staff	General Fund Balance
		1,700	OT	General Fund Balance
		850	Taxable Fringe	General Fund Balance
		(500)	Conservation Board	General Fund Balance
		(4,500)	Env Education Supplies	General Fund Balance
		(5,000)	Equip Parts/Supplies	General Fund Balance
		(3,850)	Vehicle Fuels/Maint	General Fund Balance
		(2,500)	Office Supplies	General Fund Balance
		2,400	Uniforms & Equipment	General Fund Balance
		1,300	Health/Safety	General Fund Balance
		(730)	Marketing	General Fund Balance
		2,400	Communication Services	General Fund Balance
		900	Education & Training	General Fund Balance
		(8,500)	Utilities	General Fund Balance
		5,200	Grounds Maintenance	General Fund Balance
		16,300	Bldg Repair/Maint	General Fund Balance
		3,300	Equip Rent/Maint	General Fund Balance
		31,500	Contract Labor	General Fund Balance
		130,000	Equipment & Machinery	General Fund Balance
		(417,000)	Land Acquisition	General Fund Balance
		(220,780)	Buildings/Equip	General Fund Balance
		(133,000)	Watershed Improvement HG	General Fund Balance
		(30,014)	Water Trail Grant	Grants/General Fund
		(9,650)	ISU Research Park	Grants/General Fund
<i>General</i>		<u>(598,074)</u>		
		2,800	FICA	Gen Supplemental Fund
		4,900	IPERS	Gen Supplemental Fund
		9,935	Empl Insurance	Gen Supplemental Fund
<i>Gen Supp Fund</i>		<u>17,635</u>		
		1,340	Env Education Supplies	REAP Fund
<i>REAP</i>		<u>1,340</u>		
<i>Conserv Acq & Cap</i>		(161,000)	Buildings/Equip	Conserv Acq & Cap Proj
		<u>(161,000)</u>		
Department Total		(740,099)		
Environmental Health	23	10,500	Pay Plan Staff	General Fund Balance
<i>General</i>		<u>10,500</u>		
		525	FICA	Gen Supplemental Fund
		1,050	IPERS	Gen Supplemental Fund
<i>Gen Supp Fund</i>		<u>1,575</u>		
Department Total		12,075		
IRVM	24	1,886	Bargaining unit Salaries	Rural Fund Balance
		2,000	Pay Plan Staff	Rural Fund Balance
		499	FICA	Rural Fund Balance
		(1,200)	IPERS	Rural Fund Balance
		(700)	Empl Insurance	Rural Fund Balance
		(970)	Seed	Rural Fund Balance
		740	Shop Supplies	Rural Fund Balance
		4,100	Vehicle Fuels/Maint	Rural Fund Balance
		652	Health/Safety	Rural Fund Balance
		(170)	Communication Services	Rural Fund Balance
		1,180	Utilities	Rural Fund Balance
		(500)	Machinery Equip Rental	Rural Fund Balance
		170	Contract Labor	Rural Fund Balance
		440	Buildings/Equip	Rural Fund Balance
		6,000	Equipment & Machinery	Rural Fund Balance
		920	Living Roadway Trust	Grant
Department Total		15,047		

Expenses

5/3/2018

Community Services	25	8,000	Pay Plan Staff	General Fund
<i>General</i>		<u>8,000</u>		
		300	FICA	Gen Supplemental Fund
		1,000	IPERS	Gen Supplemental Fund
<i>Gen Supp Fund</i>		<u>1,300</u>		
Department Total		9,300		
Community Life	26	250,000	Remodeling	General Fund
Department Total		250,000		
Human Services Center	50	9,400	Bargaining unit Salaries	General Fund
		2,100	OT	General Fund
		(200)	Employer's Flex Benefits	General Fund
<i>General</i>		<u>11,300</u>		
		470	FICA	General Supplemental
		625	IPERS	General Supplemental
		(4,040)	Empl Insurance	General Supplemental
<i>Gen Supp Fund</i>		<u>(2,945)</u>		
Department Total		8,355		
Facilities Manager	51	2,300	Bargaining unit Salaries	General Fund
		5,700	Pay Plan Staff	General Fund
		3,000	OT	General Fund
		1,500	Vehicle Parts/Supplies	General Fund
		500	Communication Services	General Fund
		18,000	Equipment/Machinery	General Fund
<i>General</i>		<u>31,000</u>		
		400	FICA	General Supplemental
		800	IPERS	General Supplemental
<i>Gen Supp Fund</i>		<u>1,200</u>		
Department Total		32,200		
Information Technology	52	9,300	Bargaining unit Salaries	General Fund
		9,000	Pay Plan Staff	General Fund
		(1,000)	Taxable Fringe	General Fund
		(300)	Employer's Flex Benefits	General Fund
		25,000	Contract Labor	General Fund
		80,000	Data Processing Equip	General Fund
<i>General</i>		<u>122,000</u>		
		1,400	FICA	General Supplemental
		1,650	IPERS	General Supplemental
		(8,400)	Empl Insurance	General Supplemental
<i>Gen Supp Fund</i>		<u>(5,350)</u>		
Department Total		116,650		
Planning & Development	53	3,000	Bargaining unit Salaries	Rural Fund
		4,550	Pay Plan Staff	Rural Fund
		(1,100)	Extra Help	Rural Fund
		750	FICA	Rural Fund
		750	IPERS	Rural Fund
		1,770	Legal Notices	Rural Fund
		785	Education & Training	Rural Fund
		100	Dues & Memberships	Rural Fund
Department Total		10,605		

Expenses

5/3/2018

Justice Center Facilities	54	8,700	Bargaining unit Salaries	General Fund
		4,500	OT	General Fund
		200	Taxable Fringe	General Fund
		<u>13,400</u>		
		800	FICA	General Supplemental
		1,250	IPERS	General Supplemental
		(7,000)	Empl Insurance	General Supplemental
<i>Gen Supp Fund</i>		<u>(4,950)</u>		
Department Total		8,450		
Mental Health Admin	60	16,400	Pay Plan Staff	MHDS Fund
		1,200	FICA	MHDS Fund
		1,500	IPERS	MHDS Fund
		(5,300)	Empl Insurance	MHDS Fund
		5,800	Pay Plan Staff	MHDS Fund
		(100)	FICA	MHDS Fund
		350	IPERS	MHDS Fund
		(7,500)	Empl Insurance	MHDS Fund
		500,000	Regional Fiscal Agent Dist	MHDS Fund
Department Total		512,350		
Countywide Services	99	25,000	Medical Examiner	General Fund
		4,806	Public Health Emergency	General Fund
		10,500	IDPH Comm Serv Grants	General Fund
		54,100	Consultant - Watershed	General Fund
		4,600	Housing Rehab	General Fund
		3,444	Historical Societies - add Colo	General Fund
		(7,850)	EMS Grant	General Fund
		6,850	Audit Clerical	General Fund
		1,983	Dues & Memberships	General Fund
		34,000	E911 Consulting -Mission Critical	General Fund
<i>General Fund</i>		<u>137,433</u>		
		4,000	Court Costs - Indigent	General Supplemental
		(600)	Empl Insurance - GIS	General Supplemental
		20,000	Insurance Reserve	General Supplemental
<i>Gen Supp Fund</i>		<u>23,400</u>		
		1,000	Other	Special Law Enf
		2,100	Attorney Special Projects	Special Law Enf
<i>Spec Law Enf Fund</i>		<u>3,100</u>		
		743,000	TELC	Loan/ Cap Proj fund balance
<i>Cap Proj - TIF</i>		<u>743,000</u>		
Department Total		906,933		

\$1,680,322 Total Amendment (Expenses)

General Fund:	495,220
Gen Supplemental Fund	(30,960)
County MHDS Fund	512,350
Rural Fund	97,272
TIF fund	
Urban Renewal Projects	
Secondary Roads Fund	
Special Law Enforcement	3,100
REAP Fund	1,340
Records Management Fund	0
Capital Projects TIF Fund	743,000
Conservation Land Acquisition	(161,000)
Friends of Conservation	0
Friends of Animals Fund	20,000
	<u>1,680,322</u>

Expenses

5/3/2018

Dept Name	#	Amount	Reason	Funding Source
Auditor	02	4,100	School Elections	Schools
		3,400	City Elections	Cities
Department Total		7,500		
Treasurer	03	20,000	Auto Registration Fees	Fees
		5,000	Motor Veh Mailing Fees	Fees
Department Total		25,000		
Attorney	04	700	Miscellaneous	
		(100,000)	Collect-Court ordered obligation	
<i>General Fund</i>		(99,300)		
		700	Other State Grants	
<i>Supplemental Fund</i>		700		
		2,200	Sale of Seized Property	
<i>Special Law Enf</i>		2,200		
		(30,000)	Collect-Court ordered obligation	
<i>Co Attorney Fine Coll</i>		(30,000)		
Department Total		(126,400)		
Sheriff	05	6,500	Miscellaneous	
		13,000	Weapons Permits	
		1,100	Other General Gov't Fees	
		4,250	Fuel Tax Refunds	
<i>General Fund</i>		24,850		
		(5,300)	Misc Federal Grants	
		7,500	Other General Gov't Fees	
<i>Rural Fund</i>		2,200		
		500	Donations	
		3,300	Sale of Seized Property	
<i>Special Law Enf</i>		3,800		
Department Total		30,850		
Recorder	07	(45,000)	Recording of Instruments	
		15,000	Real Estate Transfer Tax	
Department Total		(30,000)		
Animal Control	08	1,100	Interest on Investments	Friends of Animals
		5,400	Donations	Friends of Animals
		1,600	Donations for bdg	Friends of Animals
Department Total		8,100		
Secondary Roads	20	800	Miscellaneous	
		6,200	Sale of Fixed Assets	
		1,700	FEMA	
		(392,500)	State Payments	
		77,500	Local Gov't Payments	
		75,000	Donations	
Department Total		(231,300)		

Revenues

5/3/2018

Conservation	22	1,500	Miscellaneous	General Fund
		165,000	State Payments	State
		(783,725)	Other State Grants	State
		1,000	Firewood	General Fund
<i>General Fund Total</i>		<u>(616,225)</u>		
		200	Interest on Investments	REAP
		(9,000)	Reap Funds	REAP
		13,200	State Grants	State - REAP
<i>REAP fund total</i>		<u>4,400</u>		
		29,600	State Grants	
		1,100	Easements	
		3,500	Donations	
<i>Friends of Conservation Total</i>		<u>34,200</u>		
Department Total		(577,625)		
IRVM	24	1,000	Miscellaneous	Rural Fund
		(6,000)	Drainage Dist Services	Rural Fund
		2,000	Other State Grants	Rural Fund
		(300)	Fuel Tax Refunds	Rural Fund
Department Total		<u>(3,300)</u>		
Community Services	25	(300)	Miscellaneous	General Fund
		(6,000)	Other Health Fees	General Fund
Department Total		<u>(6,300)</u>		
Human Services Center	50	3,600	Building Rent	General Fund
Department Total		<u>3,600</u>		
Information Technology	52	3,600	Miscellaneous	General Fund
Department Total		<u>3,600</u>		
DHS	59	420	Miscellaneous	General Fund
		17,500	DHS Admin Reimb	General Fund
Department Total		<u>17,920</u>		
Mental Health	60	(21,840)	Case Management	General Fund
Department Total		<u>(21,840)</u>		
Countywide Services	99	1,500	Delinquent Prop Tax	
		(15,500)	Comm/Ind Replacement	
		10,500	IDPH Comm Serv	State Grant
		1,400	Miscellaneous	
		(7,850)	EMS Grant	State Grant
		4,800	PubHealth Emerg Preparedness	State Grant
<i>General Fund Total</i>		<u>(5,150)</u>		
		(3,000)	Comm/Ind Replacement	
		19,800	Insurance/Damage payments	
		1,100	Miscellaneous	
		(15,000)	District Court Fees/Rev	
<i>Gen Supplemental Total</i>		<u>2,900</u>		
		(4,300)	Comm/Ind Replacement	

Revenues

"STATEMENT OF CHANGE IN FUNDS BALANCE"

FUND NAME & NUMBER	BEGINNING BALANCE	REVENUES	DISBURSEMENTS	ENDING BALANCE			
FY'18 AMENDMENT							
GENERAL BASIC #01000	8,714,775	20,033,587	19,705,106	9,043,256	2,775,974		32.96%
GEN. SUPPLEMENTAL #02000	1,676,010	4,045,897	4,147,885	1,574,022	<i>Restricted</i>		37.95% 33.85%
COUNTY MHDS FUND #10000	629,835	2,220,523	1,796,570	1,053,788	<i>Restricted</i>		58.66%
RURAL SERVICES #11000	941,169	5,756,873	5,707,638	990,404	176,167		22.14%
TIF #15000	75,367	1,061,399	1,084,033	52,733	<i>Restricted</i>		
URBAN RENEWAL PPROJ #17000	546,760	400,561	482,561	464,760	<i>Restricted</i>		
SECONDARY ROADS #20000	6,484,711	7,321,450	11,253,900	2,552,261	661,140		16.80%
SPEC. LAW ENFCMENT #22000	17,525	7,550	8,800	16,275	<i>Restricted</i>		
REAP #23000	57,647	37,750	0	95,397	<i>Restricted</i>		
EMPLOYEE WELLNESS #26000	9,183	0	4,763	4,420	<i>Restricted</i>		
RECORDERS RECORDS #27000	87,552	14,600	19,000	83,152	<i>Restricted</i>		
JAIL INMATE CMSRY #28000	140,039	50,550	75,000	115,589	<i>GF Assigned</i>		
DEBT SERVICE #29000	40,926	848,665	836,060	53,531	<i>Restricted</i>		
CAPITAL PROJECTS #30000	132,893	150,000	125,000	157,893	<i>Restricted</i>		
CAPITAL PROJECTS TIF #32000	1,191,056	1,500,000	1,941,000	750,056	<i>Restricted</i>		
SHERIFF RES OFFICERS #35000	39,006	6,000	12,000	33,006	<i>Restricted</i>		
CO ATTY FINE COLLECTION #3800	240,761	65,000	0	305,761	<i>GF Assigned</i>		
CONSERV LAND ACQ & CAP#6800	428,963	138,000	161,000	405,963	<i>GF Assigned</i>		
FRIENDS OF CONSERV #73000	855,731	157,000	165,300	847,431	<i>Restricted</i>		
FRIENDS OF ANIMALS #74000	268,408	18,500	120,000	166,908	<i>Restricted</i>		
TOTAL	22,578,317	43,833,905	47,645,616	18,766,606			
5/22/2018							
FY'18 PROPOSED AMENDMENT							
GENERAL BASIC #01000	8,714,775	19,337,242	20,200,326	7,851,691	2,930,672		25.22%
GEN. SUPPLEMENTAL #02000	1,676,010	4,049,497	4,116,925	1,608,582	<i>Restricted</i>		39.07% 27.67%
COUNTY MHDS FUND #10000	629,835	2,216,223	2,308,920	537,138	<i>Restricted</i>		23.26%
RURAL SERVICES #11000	941,169	5,799,073	5,804,910	935,332	195,297		19.60%
TIF #15000	75,367	1,061,399	1,084,033	52,733	<i>Restricted</i>		
URBAN RENEWAL PPROJ #17000	546,760	400,561	482,561	464,760	<i>Restricted</i>		
SECONDARY ROADS #20000	6,484,711	7,090,150	11,253,900	2,320,961	661,140		14.75%
SPEC. LAW ENFCMENT #22000	17,525	13,550	11,900	19,175	<i>Restricted</i>		
REAP #23000	57,647	42,150	1,340	98,457	<i>Restricted</i>		
EMPLOYEE WELLNESS #26000	9,183	0	4,763	4,420	<i>Restricted</i>		
RECORDERS RECORDS #27000	87,552	14,600	19,000	83,152	<i>Restricted</i>		
JAIL INMATE CMSRY #28000	140,039	50,550	75,000	115,589	<i>GF Assigned</i>		
DEBT SERVICE #29000	40,926	848,665	836,060	53,531	<i>Restricted</i>		
CAPITAL PROJECTS #30000	132,893	150,000	125,000	157,893	<i>Restricted</i>		
CAPITAL PROJECTS TIF #32000	1,191,056	1,500,000	2,684,000	7,056	<i>Restricted</i>		
SHERIFF RES OFFICERS #35000	39,006	6,000	12,000	33,006	<i>Restricted</i>		
CO ATTY FINE COLLECTION #3800	240,761	35,000	0	275,761	<i>GF Assigned</i>		
CONSERV LAND ACQ & CAP#6800	428,963	138,000	0	566,963	<i>GF Assigned</i>		
FRIENDS OF CONSERV #73000	855,731	191,200	165,300	881,631	<i>Restricted</i>		
FRIENDS OF ANIMALS #74000	268,408	26,600	140,000	155,008	<i>Restricted</i>		
TOTAL	22,578,317	42,970,460	49,325,938	16,222,839			

fund balances

ORDINANCE NO. 271

AN ORDINANCE ADOPTING THE "CODE OF ORDINANCES OF STORY COUNTY, IOWA"

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

SECTION 1. Pursuant to published notice and following public hearing on the _____ day of _____, _____, so required by Sections 331.302 and 331.305, Code of Iowa, there is hereby adopted by the Story County, Iowa, the "CODE OF ORDINANCES OF STORY COUNTY, IOWA."

SECTION 2. All of the provisions of the "CODE OF ORDINANCES OF STORY COUNTY, IOWA," shall be in force and effect on and after the effective date of this ordinance.

SECTION 3. All ordinances or parts thereof in force on the effective date of this ordinance are hereby repealed from and after the effective date of this ordinance, except as hereinafter provided.

SECTION 4. The repeal provided for in the preceding section of this ordinance shall not affect any offense or act committed or done or any penalty or forfeiture incurred or any contract or right established or accruing before the effective date of this ordinance; nor shall such repeal affect any ordinance or resolution promising or guaranteeing the payment of money by the County or authorizing the issuance of any bonds of said County or any evidence of said County's indebtedness or any contract or obligation assumed by said County; nor shall said repeal affect the administrative ordinances or resolutions of the Board of Supervisors not in conflict or inconsistent with the provisions of "THE CODE OF ORDINANCES OF STORY COUNTY, IOWA"; nor shall it affect the following ordinances specifically saved from repeal:

ROAD IDENTIFICATION AND ADDRESS NUMBERING SYSTEM		
ORDINANCE NO.	DATE ADOPTED	ROAD NAME CHANGE
58	January 7, 1997	209 th Lane renamed Onion Creek Lane
60	January 28, 1997	201 st Street renamed Deer Run Lane

135	February 10, 2004	State Highway 221 renamed 130 th Street
150	February 28, 2006	330 th Street (most southerly north-south segment, located in the southeast corner of Story County) renamed 740 th Avenue
195	October 27, 2009	South Dayton Avenue renamed South Dayton Place and 560 th Avenue
201	May 4, 2010	315 th Street (portion of) renamed to East First Street
204	October 12, 2010	Oak Boulevard renamed to Oak Bend Road
241	September 1, 2015	West 4 th Street renamed West 3 rd Street
243	August 23, 2016	Maple Avenue renamed to West Maple Avenue
245	September 13, 2016	Portion of Grant Avenue renamed Hyde Avenue

LAND DEVELOPMENT REGULATIONS			
ORDINANCE NO.	DATE ADOPTED	ORDINANCE NO.	DATE ADOPTED
120	January 20, 2003	198	April 6, 2010
122	January 28, 2003	199	April 6, 2010
124	June 3, 2003	200	April 13, 2010
125	June 10, 2003	203	June 15, 2010
128	October 7, 2003	206	December 14, 2010
130	November 2, 2004	207	December 14, 2010
131	October 7, 2003	209	December 14, 2010
132	December 23, 2003	216	September 18, 2012
136	May 4, 2004	218	November 13, 2012
137	November 2, 2004	221	April 16, 2013
138	November 2, 2004	224	November 19, 2013
139	November 2, 2004	226	January 21, 2014
144	June 28, 2005	232	November 25, 2014
145	June 28, 2005	246	December 6, 2016
146	June 28, 2005	258	February 21, 2017
147	August 9, 2005	259	February 21, 2017
153	August 22, 2006	261	April 11, 2017
156	October 31, 2006	262	August 22, 2017
157	October 31, 2006	263	October 10, 2017
158	October 31, 2006	264	October 10, 2017
159	December 28, 2006	267	November 14, 2017
163	December 28, 2006	268	January 23, 2018
167	April 24, 2007		
168	May 1, 2007		
169	May 29, 2007		

170	May 22, 2007		
171	June 26, 2007		
172	August 7, 2007		
173	July 24, 2007		
174	August 21, 2007		
176	October 23, 2007		
177	October 23, 2007		
178	October 23, 2007		
181	January 8, 2008		
182	December 26, 2007		
185	July 1, 2008		
187	June 3, 2008		
189	July 1, 2008		
190	February 17, 2009		
191	April 14, 2009		
194	August 18, 2009		
196	December 15, 2009		

nor shall it affect any other right or franchise conferred by any ordinance or resolution of the Board of Supervisors or any other person or corporation; nor shall it affect any ordinance naming, establishing, relocating or vacating any street or public way, whether temporary or permanent; nor shall it affect any ordinance amending the official zoning map, establishing building lines, establishing and changing grades, or dedicating property for public use; nor shall it affect any prosecution, suit or other proceeding pending or any judgment rendered on or prior to the effective date of this ordinance.

SECTION 5. The following ordinances, passed subsequent to the preparation of this code but prior to adoption of this code, are hereby adopted and made a part of this code. These are ordinances 269, 270 and 271. Said ordinances shall be codified and incorporated in published copies of this code as supplements thereto following adoption of this ordinance.

SECTION 6. An official copy of the "CODE OF ORDINANCES OF STORY COUNTY, IOWA," adopted by this ordinance, including a certificate of the County Auditor as to its adoption and the effective date, is on file in the office of the County Auditor, and shall be kept available for public inspection.

SECTION 7. This ordinance shall be in full force and effect from and after the publication of this ordinance, as required by law.

Passed by the Board of Supervisors of Story County, Iowa, the ____ day of _____, _____.

CHAIR PERSON BOARD OF SUPERVISORS

ATTEST: _____
COUNTY AUDITOR

First Reading: _____

Second Reading: _____

Third Reading: _____

COUNTY AUDITOR'S CERTIFICATE

I hereby certify that the foregoing Ordinance No. _____ was published as required by law on the ____ day of _____, _____.

SIGNED _____
COUNTY AUDITOR

AUDITOR'S CERTIFICATE

State of Iowa)
) SS
County of _____)

I, _____, County Auditor of Story County, Iowa, hereby certify that the "CODE OF ORDINANCES OF STORY COUNTY, IOWA," was adopted by the Board of Supervisors of Story County, Iowa, and that an official copy of said Code of Ordinances is on file at the office of the County Auditor, Story County, Iowa, and that Ordinance No. ____ adopting said Code of Ordinances was passed by the Board of Supervisors of Story County, Iowa, on the ____ day of _____, _____, signed by the Chair Person on the ____ day of _____, _____; duly recorded and published as provided by law, and that the effective date of said Code is _____, _____.

Witness my hand and official seal of Story County, Iowa, this ____ day of _____, _____.

SIGNED: _____
COUNTY AUDITOR
STORY COUNTY, IOWA

RESOLUTION NO. 18-104
APPROPRIATIONS AMENDMENT

WHEREAS, Resolution No. 17-110 dated June 27, 2017 set appropriations by department for Fiscal Year 2018, and

WHEREAS, Resolution No. 18-22 dated August 15, 2017 amended appropriations by department for Fiscal Year 2018, and

WHEREAS, Resolution No. 18-42 dated October 10, 2017 amended appropriations by department for Fiscal Year 2018, and

WHEREAS, Resolution No. 18-53 dated November 7, 2017 amended appropriations by department for Fiscal Year 2018, and

WHEREAS, Resolution No. 18-60 dated November 14, 2017 amended appropriations by department for Fiscal Year 2018, and

WHEREAS, Resolution No. 18-74 dated January 30, 2018 amended appropriations by department for Fiscal Year 2018, and

WHEREAS, Resolution No. 18-101 dated May 8, 2018 amended appropriations by department for Fiscal Year 2018, and

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors of Story County, Iowa, to amend department appropriations by the following amounts:

<u>Dept# & Name</u>	<u>\$ Amount</u>	<u>Dept# & Name</u>	<u>\$ Amount</u>
01 – Board of Supervisors	48,250	02 – Auditor	91,150
03 – Treasurer	865	04 – Attorney	46,250
05 – Sheriff	280,916	07 – Recorder	4,900
08 – Animal Control	52,080	10 – Gen Co Btrment	6,000
21 – Veteran’s Affairs	8,045	22 – Conservation	(740,099)
23 – Env. Health	12,075	24 – IRVM	15,047
25 – Community Serv.	9,300	26 – Community Life	250,000
50 – Human Services Cntr	8,355	51 – Facilities Mgr	32,200
52 – Info Tech	116,650	53 – P&D	10,605
54 – Justice Center Fac	8,450	60 – Mental Health	512,350
99 – Countywide Serv	906,933		

Motion by: Chitty Seconded by: Olson

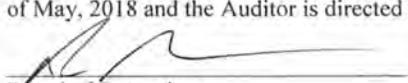
Voting Aye: Chitty, Olson, Sanders

Voting Nay: None

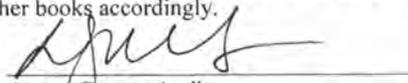
Abstaining: None

Absent: None

The above resolution was adopted by the Board of Supervisors of Story County, Iowa, on the 22nd day of May, 2018 and the Auditor is directed to correct her books accordingly.



Board of Supervisors



Attest: County Auditor



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

Ph. 515-382-7247 Email: lharter@storycountyiowa.gov
www.storycountyiowa.gov

TO: Story County Board of Supervisors
FROM: Leanne Lawrie Harter, AICP, CFM
RE: Training schedule for COOP/COG
DATE: May 3, 2018

At the beginning on 2018, Keith Morgan and I brought a proposed training schedule to the Board for review and consideration. The Board formally approved such dates on January 16, 2018, following a 7-day review period.

The initial training was scheduled for May 2, 2018, to be followed by training day #2 on August 29th and training day #3 on February 19, 2019. Because of conflicts with staff training, the May 2nd training date was cancelled.

The intent of this memo is to identify potential new dates for the COOP/COG training, revising all three dates. Staff requests direction to send these out for the 7-day review to identify conflicts, and if acceptable, place on the May 22nd agenda for final action. Following final action, staff will communicate the revised training dates to Story County management staff.

June 20, 2018

August 29, 2018 (same date as initial schedule)

November 30, 2018

Rather than extending training into 2019, this schedule proposes completing all three training sessions yet in 2018.

APPROVED **DENIED**
Board Member Initials: LS
Meeting Date: 5/22/18
Follow-up action: _____





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: May 22, 2018

Re: Consideration of Contracts with Con-Struct, Inc. for Construction of Water Trail Accesses at Peterson Park and Askew Bridge

The attached contracts with Con-Struct, Inc. secure their services to improve two Water Trail Accesses in accordance with a grant received from the Iowa Department of Natural Resources.

Story County Conservation was awarded an Iowa Water Trails Program grant for \$22,414 towards an estimated \$46,414 project (for both locations). We issued a request for separate quotes for each location. Con-Struct, Inc. was the low quoter for each project. The cumulative low quote for these projects is \$57,890.

We request authorization to use the Energy Transfer Fund for our required match of \$35,476.

The Story County Conservation Board urges your approval of these contracts and to utilize the General Fund for the matching funds.

QUOTE PROPOSAL

Type of Work Canoe access construction

Project Name Peterson Park Canoe Access

System Local

County Story County

Location and Description

Story County Conservation is looking for quotes on the construction of a canoe access and adjoining parking lot.
A new canoe access shall be cut into the bank at a 45° from the parking lot to the waterline.
An approved 6" granular base followed by a 6" reinforced concrete launch from the parking lot to the waterline shall be installed.
Class D riprap shall be placed 1/3 of the way up on both sides of the launch. Minimum of 4'wideX2'deep.
A stormwater infiltration area will be created for any runoff from the parking lot.
Parking lot shall be regraded so runoff flows to stormwater infiltration area with a 2inch lift of 1" roadstone.
Erosion control fabric shall be installed on disturbed areas on launch slope.
Construction staking is required to control any runoff during construction until seeding is established.
All extra spoil will be hauled off site to a site a quarter mile away.
Story County may restrict access to project area due to wet conditions.
No equipment shall be left on site after the agreed upon completion date.
Federal, State, and County permits have been secured. Any additional permitting supplied by contractor.

Proposal of Cedar Structure, Inc
Name of Quotee
305 S. DAYTON AVE
Street Address
AMES IA 50010
City State Zip Code
 Contractor Federal ID Number 42-0981436

The quotee hereby certifies that no other principal is involved in or has an interest in this proposal; that the quotee has thoroughly examined the plans and specifications and this contract form and is aware of the special provisions contained herein, that the quotee has examined the site of the work and understands that the quantities of work actually required by the plans and specifications are approximate only and are subject to increases and decreases- that the quotee understands that all quantities of work actually required must be performed and that payment therefore shall be at the unit prices stipulated herein- that the quotee proposes to timely furnish the specified materials in the quantities required and to furnish the machinery, equipment labor and expertise necessary to competently complete this project by the time specified, that no state or county official or employee has a direct or indirect interest in the contract which would cause violation of Section 314.2 Code of Iowa.

If this quote is accepted, quotee agrees: to perform all "extra work" required to complete the project at unit prices or lump sums to be agreed upon in writing prior to commencement of such "extra work" or if prior agreement cannot be reached to perform the work on a "force-account basis" as provided in the specifications, to execute the format contract within thirty days of the date of approval, for award or to forfeit the proposal guaranty furnished herewith; to begin work in accordance with the contract documents and to either complete the work within the contract period or pay liquidated damages with shall accrue at the daily rate specified below for each additional working day the work remains uncompleted, furnish a performance bond in an amount equal the contract award as security for the full and complete performance of the contract in accordance with the plans and specifications.

Group or Division No.	Amount of Proposal Guaranty	Construction Period	Working Days	Liquidated Damages	Per Day
	\$0			\$250	

Enclosed herewith is a certified check credit union share draft Cashier's check, bank draft on a solvent bank or a quote bond in the penal sum shown in the contract document as a proposal guaranty, it is understood by quotee that the said guaranty document shall be retained by Story County as a forfeiture in the event the formal contract is not executed or performance bond is not furnished if the award is made to the undersigned.

This project will be let as Sales Tax Exempt. Exemption Certificates will be sent out to the winning quotee.

Signatures are to be by authorized agent: If joint venture, each should sign.

Signed:

D. Wentz
 President

Date of Letting: _____

CONTRACT

Kind of Work Canoe Access construction

County Story

THIS AGREEMENT made and entered by and between Story County, Iowa, by its Conservation Board, Contracting Authority, and

of _____ Contractor

WITNESSETH: That the Contractor, for and in consideration of (\$ _____)

payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefore, and in the locations designated in the notice to quotes, the various items of work as follows:

Lot No.	Item	Quantity	Unit Price	Amount
1	Construction Staking		\$500.00	\$500.00
2	Construct stormwater infiltration area		\$4,000.00	\$4,000.00
3	6" Granular Base (3-inch unwashed roadstone) Course for PCC surface	8CY/14.5T	\$40.00	\$580.00
4	70"X6"X6" Reinforced PCC Launch & Walk	8 CY	\$1,200.00	\$9,600.00
5	Cut for Launch	215 CY	\$20.00	\$4,300.00
6	Regrade Parking Lot to drain to stormwater infiltration area (2inch lift with 1" roadstone)	118T	\$35.00	\$4,130.00
7	Bank edge treatment: Rock (Class D riprap), shaping, bankfull bench	47 LF	\$40.00	\$1,880.00
8	Approved Erosion Control Fiber Mat on launch slopes		\$1,000.00	\$1,000.00
9	Fill (include 30% compaction factor)	18CY	\$30.00	\$540.00
10	Mobilization		\$2,000.00	\$2,000.00
11	Successful quoter will need to add Story County and Story County Conservation as an additional insured on quoter's Commercial General Liability insurance.			
			Subtotal:	
	<input type="checkbox"/> See supplemental information on Page 2		Pg2 Subtot:	\$28,530.00
			TOTAL:	

Said specifications and plans are hereby made a part of the basis of this agreement and a true copy of said plans and specifications are now on file in the Story County Conservation Office.

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

That it is mutually understood and agreed by the parties hereto that the notice to quotes, the proposal, the specifications for Project No. _____

Peterson Access

in Story County, Iowa, the within contract, the contractor's bond, and the general and detailed plans are and constitute the basis of contract between the parties thereto.

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

Approximate Starting Date	Specified Starting Date	Late Start Date	Number of Working Days
	5/9/2018	6/1/2018	60

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon by the parties hereto. It is further understood that the Contractor consents to the jurisdiction of the courts of Iowa to hear, determine and render judgment as to any controversy arising hereunder.

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

Recommended by _____

Approved _____

Story Contracting Authority County, Iowa

By _____ Story County Board of Supervisors

Date 5/22/18

By CON-STRUCT, Inc D. Wentz Contractor

Date May 9, 2018

QUOTE PROPOSAL

Type of Work Canoe access construction

Project Name Askew Bridge Canoe Access

System Local

County Story County

Location and Description

Story County Conservation is looking for quotes on the construction of a canoe access with adjoining parking lot.
A new canoe access shall be cut into the bank at a 45° from the parking lot to the waterline.
An approved 6" granular base followed by a 6" reinforced concrete launch from the parking lot to the waterline shall be installed.
Class D riprap shall be placed 1/3 of the way up on both sides of the launch. Minimum of 4'wideX2'deep.
Parking lot base shall be constructed of 3" roadstone, and then topped with 1" roadstone for a total depth of 6".
All extra spoil will be hauled off site or incorporated to an approved area on site.
Erosion control fabric shall be installed on disturbed areas on launch slope.
Construction staking is required to control any runoff during construction until seeding is established.
Story County may restrict access to project area due to wet conditions.
No equipment shall be left on site after the agreed upon completion date.
Federal, State, and County permits have been secured. Any additional permitting supplied by contractor.

Proposal of CONSTRUCT, Inc.
Name of Quotee
305 S. DAYTON AVE
Street Address
AMES IA 50010
City State Zip Code
 Contractor Federal ID Number 42-0981436

The quotee hereby certifies that no other principal is involved in or has an interest in this proposal; that the quotee has thoroughly examined the plans and specifications and this contract form and is aware of the special provisions contained herein, that the quotee has examined the site of the work and understands that the quantities of work actually required by the plans and specifications are approximate only and are subject to increases and decreases- that the quotee understands that all quantities of work actually required must be performed and that payment therefore shall be at the unit prices stipulated herein- that the quotee proposes to timely furnish the specified materials in the quantities required and to furnish the machinery, equipment labor and expertise necessary to competently complete this project by the time specified, that no state or county official or employee has a direct or indirect interest in the contract which would cause violation of Section 314.2 Code of Iowa.

If this quote is accepted, quotee agrees: to perform all "extra work" required to complete the project at unit prices or lump sums to be agreed upon in writing prior to commencement of such "extra work" or if prior agreement cannot be reached to perform the work on a "force-account basis" as provided in the specifications, to execute the formal contract within thirty days of the date of approval, for award or to forfeit the proposal guaranty furnished herewith; to begin work in accordance with the contract documents and to either complete the work within the contract period or pay liquidated damages with shall accrue at the daily rate specified below for each additional working day the work remains uncompleted, furnish a performance bond in an amount equal the contract award as security for the full and complete performance of the contract in accordance with the plans and specifications.

Group or Division No.	Amount of Proposal Guaranty	Construction Period	Working Days	Liquidated Damages	Per Day
	\$0		60	\$250	

Enclosed herewith is a certified check credit union share draft Cashier's check, bank draft on a solvent bank or a quote bond in the penal sum shown in the contract document as a proposal guaranty, it is understood by quotee that the said guaranty document shall be retained by Story County as a forfeiture in the event the formal contract is not executed or performance bond is not furnished if the award is made to the undersigned.

This project will be let as Sales Tax Exempt. Exemption Certificates will be sent out to the winning quotee.

Signatures are to be by authorized agent: If joint venture, each should sign.

Signed: 
President

Date of Letting: April 10, 2018

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

Prepared By: Amelia Schoeneman, Story County Planning and Development, 900 6th Street, Nevada, IA 50201 (515) 382-7245
Please Return to the Story County Planning & Development Department

**STORY COUNTY IOWA
RESOLUTION OF THE BOARD OF SUPERVISORS
RESOLUTION NUMBER 18-109**

WHEREAS, there has been submitted to the Board of Supervisors of Story County, Iowa, an application to subdivide real estate from Brian Humke, Nyemaster Goode PC, 1416 Buckeye Avenue, Suite 200, Ames, Iowa, on behalf of Mark A. and Erin L. Thompson, 32364 585th Avenue, Cambridge, Iowa, involving the real estate located in Union Township, Section 28 at 32364 585th Avenue, Cambridge, Iowa, and identified as parcel #14-28-200-360, hereinafter described on Attachment A and shown on Attachment B, and

WHEREAS, Mark A. and Erin L. Thompson are the legal titleholders of said real estate, and

WHEREAS, it appears that all conditions and requirements prescribed by Chapter 354 and Chapter 355, *Code of Iowa*, and as prescribed by the *Story County C2C Plan* and the *Code of Ordinances, of Story County, Iowa*, have been complied with and met,

AND WHEREAS, it is the opinion of the Board of Supervisors of Story County, Iowa, that it is advisable and in the best interests of Story County, Iowa, and all persons concerned, that said Plat be approved, and accepted.

NOW, THEREFORE, BE IT RESOLVED that the plat of Railview Residential Parcel Subdivision involving real estate hereinafter described on Attachment A and shown on Attachment B being the same, is hereby approved and accepted and all acts and deeds of the said owners and grantors in the premises are hereby confirmed and approved and the real estate hereinafter described on Attachment A shall hereinafter be known as the Railview Subdivision.

IT IS FURTHER RESOLVED that the Chair of the Board of Supervisors and the County Auditor are authorized and they are hereby directed to certify a copy of this Resolution 18-109 to be affixed to said Final Plat upon its approval by the Board of Supervisors.

Dated this 22nd day of May, 2018.


Board of Supervisors
Story County, Iowa


County Auditor
Story County, Iowa

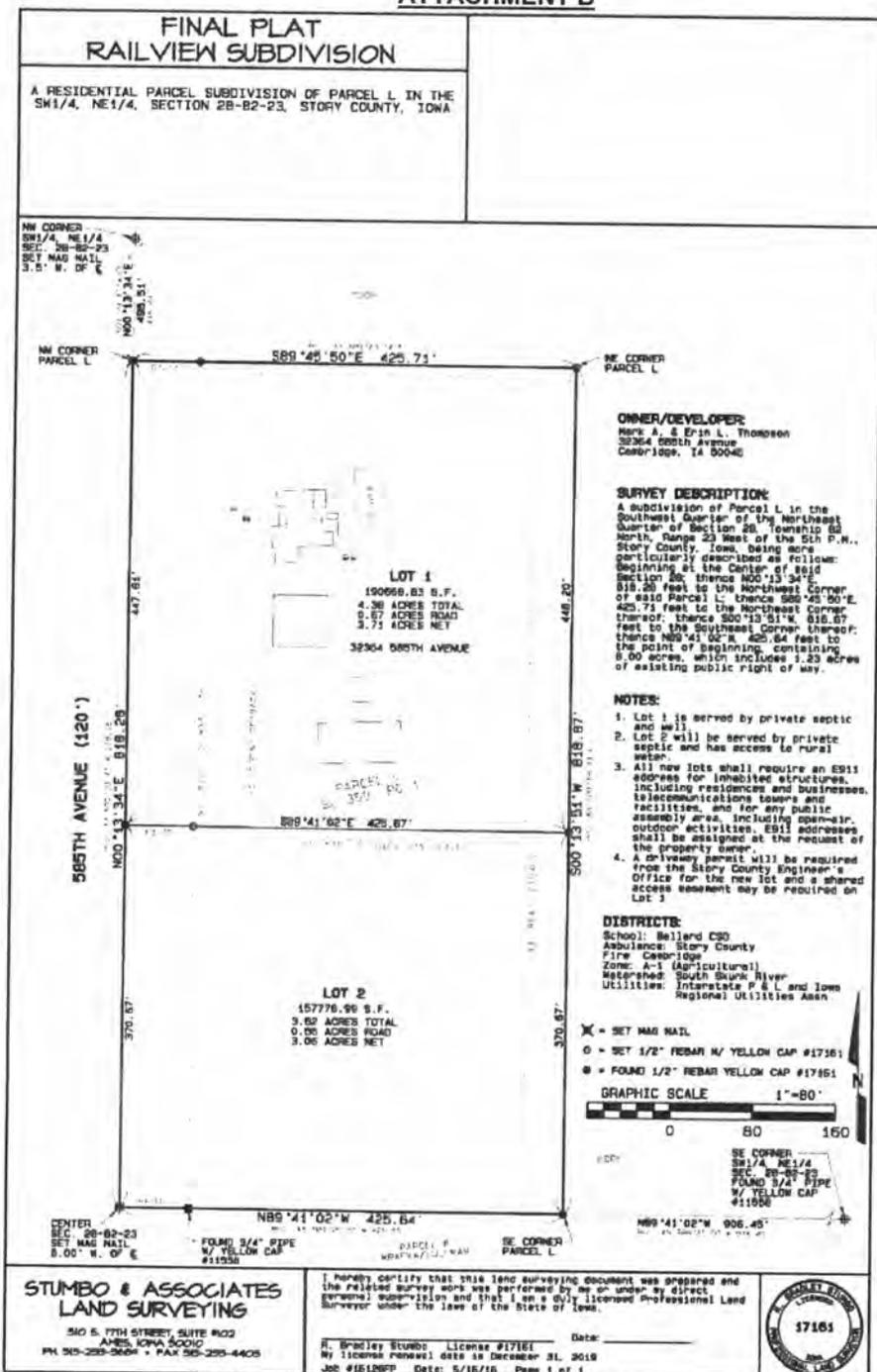
Moved by: Chitty
Seconded by: Olson
Voting Aye: Chitty, Olson, Sanders
Voting Nay: None
Absent: None

ATTACHMENT A

Legal Description

A subdivision of Parcel L in the Southwest Quarter of the Northeast Quarter of Section 28, Township 82 North, Range 23 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Beginning at the Center of said Section 28; thence N00°13'34 "E, 818.28 feet to the Northwest Corner of said Parcel L; thence S89°45'50" E, 425.71 feet to the Northeast Corner thereof; thence S00°13'51"W, 818.87 feet to the Southeast Corner thereof; thence N89°41'02"W, 425.64 feet to the point of beginning, containing 8.00 acres, which includes 1.23 acres of existing public right of way.

ATTACHMENT B



**STUMBO & ASSOCIATES
 LAND SURVEYING**
 510 S. 7TH STREET, SUITE #102
 ANKENY, IOWA 50009
 PH 515-255-5668 • FAX 515-255-4405

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

R. Bradley Stumbo License #17161 Date: _____
 My license renewal date is December 31, 2018
 Job #16186PP Date: 5/16/18 Page 1 of 1



FINAL PLAT RAILVIEW SUBDIVISION

A RESIDENTIAL PARCEL SUBDIVISION OF PARCEL L IN THE SW1/4, NE1/4, SECTION 28-82-23, STORY COUNTY, IOWA

NW CORNER
SW1/4, NE1/4
SEC. 28-82-23
SET MAG NAIL
3.5' W. OF C

NW CORNER
PARCEL L

NE CORNER
PARCEL L

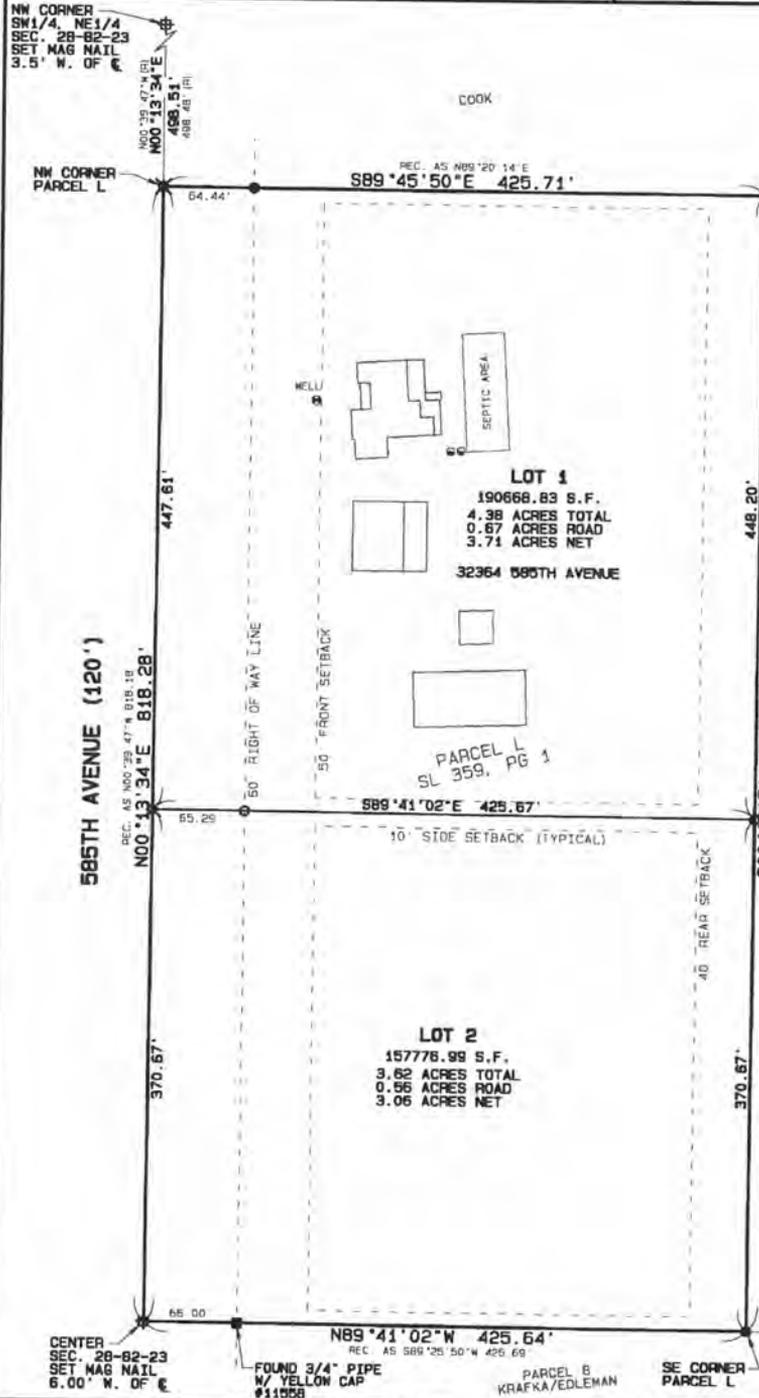
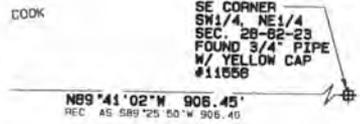
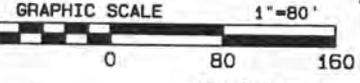
OWNER/DEVELOPER:
Mark A. & Erin L. Thompson
32364 585th Avenue
Cambridge, IA 50046

SURVEY DESCRIPTION:
A subdivision of Parcel L in the Southwest Quarter of the Northeast Quarter of Section 28, Township 82 North, Range 23 West of the 5th P.M., Story County, Iowa, being more particularly described as follows: Beginning at the Center of said Section 28; thence N00°13'34"E 818.28 feet to the Northwest Corner of said Parcel L; thence S89°45'50"E 425.71 feet to the Northeast Corner thereof; thence S00°13'51"W 818.87 feet to the Southeast Corner thereof; thence N89°41'02"W 425.64 feet to the point of beginning, containing 6.00 acres, which includes 1.23 acres of existing public right of way.

- NOTES:**
1. Lot 1 is served by private septic and well.
 2. Lot 2 will be served by private septic and has access to rural water.
 3. All new lots shall require an E911 address for inhabited structures, including residences and businesses, telecommunications towers and facilities, and for any public assembly area, including open-air, outdoor activities. E911 addresses shall be assigned at the request of the property owner.
 4. A driveway permit will be required from the Story County Engineer's Office for the new lot and a shared access easement may be required on Lot 1.

DISTRICTS:
School: Bellard CSD
Ambulance: Story County
Fire: Cambridge
Zone: A-1 (Agricultural)
Watershed: South Skunk River
Utilities: Interstate P & L and Iowa Regional Utilities Assn

- ⊗ = SET MAG NAIL
- = SET 1/2" REBAR W/ YELLOW CAP #17161
- = FOUND 1/2" REBAR YELLOW CAP #17161



**STUMBO & ASSOCIATES
LAND SURVEYING**
300 S. 17TH STREET, SUITE #102
AMES, IOWA 50010
PH 515-233-3684 • FAX 515-233-4403

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Iowa.

R. Bradley Stumbo License #17161 Date: _____
My license renewal date is December 31, 2019
Job #16126FP Date: 5/16/18 Page 3 of 3



Staff Report

Board of Supervisors

Date of Meeting:
May 22, 2018

Case Number SUB04-18

Residential Parcel Subdivision – Railview Subdivision
Resolution No. 18-109

APPLICANT: Brian Humke, Nyemaster Goode PC
1416 Buckeye Avenue, Suite 200
Ames, IA 50010

STAFF PROJECT MANAGER: Amelia Schoeneman, Planner

SUMMARY: A Residential Parcel Subdivision request to divide one existing parcel to create two proposed lots: proposed Lot 1, a 3.71 net-acre containing an existing single-family dwelling and accessory structures, and proposed Lot 2, a 3.06 net-acre lot located to the south of proposed Lot 1. Proposed Lots 1 and 2 will both have frontage along 585th Avenue. All requirements for a residential parcel subdivision are met. Planning staff recommends approval of the proposed Residential Parcel Subdivision Plat.





Property Owners

Mark and Erin Thompson
32364 585th Avenue
Cambridge, IA 50045

Parcel Identification Number

14-28-200-360

Property Address

32364 585th Avenue
Cambridge, IA 50045

Location of Subdivision

Union Township (28-82-23)

Size of Area

6.87 acres (total net-acreage of subdivision)

Districts

A-1 Agricultural Zoning District
Ballard Community School District
Story County Ambulance
Cambridge Fire
Interstate Power and Light, Iowa Regional Utilities Association (Central Iowa Water)
South Skunk River Watershed

Cities within Two Miles

City of Cambridge – The City of Cambridge addressed this item at their May 7, 2018, City Council meeting.

City of Huxley – The City of Huxley addressed this item at their May 8, 2018, City Council meeting. The Council took action to approve the subdivision.

Description of Proposed Subdivision

The application is to consider a request for a Residential Parcel Subdivision of a 6.87-net acre parcel, Parcel L. The proposed subdivision will create two lots:

1. Proposed Lot 1, a 3.71-net acre lot containing an existing single-family dwelling.
2. Proposed Lot 2, a 3.06-net acre lot located to the south of proposed Lot 1, buildable for a single-family dwelling

Proposed Lots 1 and 2 will have frontage on 585th Avenue, a paved County road.

History of Subject Property



The original farmstead was split from the original quarter quarter in August, 2009, creating existing Parcel L, which is proposed to be divided. The existing house, which is proposed to be located on Lot 1 after the subdivision occurs, was subsequently constructed in 2009. The permit application to construct the dwelling indicated the existing dwelling replaced the farm dwelling that was part of the farmstead and that the farm dwelling was removed.

The residential parcel subdivision process was adopted in 2012, allowing parcels zoned A-1 agricultural to be split into two lots buildable for a single-family dwelling with a minimum lot size of one-acre if a dwelling was in existence and other requirements of Section 87.07 of the Story County Land Development Regulations, listed below, were met. The addition of a dwelling on proposed Lot 2 will result in two dwellings being located in the quarter quarter.

Upon site review, staff noted that a home business appeared to be located in one of the accessory structures on proposed Lot 1 due to the presence of signs and a vehicle. No home business permit for the property is on record. The applicant indicated that "The property is not actively used to operate a home business. The property was formerly owned in part with Rick Peterson who is the registered agent for R. Peterson Companies. The corporation is going through the process of changing the address of the registered agent to a different location."

Current and Surrounding Land Use

Proposed Lot 1 is the location of the existing dwelling. Proposed Lot 2 does not contain any structures and is not in agricultural production. There are no short-term plans to construct a dwelling on Lot 2—the applicant indicates a dwelling may be constructed in the next two years. The County engineer has indicated that a shared access easement may be required due to potential sight distance issues dependent on the location of a future access for proposed Lot 2. A note has been added to the plat noting that a driveway permit will be required and shared access easement may be necessary.

The subject property is designated as Rural Residential Area by the Cornerstone to Capstone (C2C) Comprehensive Plan: "The Rural Residential Area offers rural housing market choices in unincorporated areas of Story County, typically with larger lot sizes than available within city limits. The existing residential land uses that are found in rural Story County provide a desirable housing market worthy of both protection and cultivation." Principles for the designation include minimizing conflicts with agricultural uses, natural resources, and ensuring development is compatible with the rural character of the area.

The subject property is located in Union Township, approximately ¼ mile south of the City of Cambridge. There are four adjacent properties—two of the adjacent properties to the south contain dwellings. One of these dwellings is located on a parcel zoned A-R Agricultural Residential. Parcels to the east and west are currently in agricultural production and zoned A-1



Agricultural. The Valley View Subdivision, zoned A-R, is also located approximately 260 feet to the south and contains four lots, each with one single-family dwelling.

There are a total of sixty parcels located within a half mile of the subject property, including twenty-five located within the corporate limits of the City of Cambridge. Of the 35 parcels located within unincorporated Story County, fourteen, including the subject property, contain single-family dwellings. There are also ten parcels within half a mile of the property without dwellings that meet minimum lot size requirements to construct a single-family dwelling in the A-1 Agricultural District and would be candidates to obtain zoning permits from the County for the construction of a single-family dwelling.

Applicable Regulations – Story County Land Development Regulations

87.07(1)(A)

(1) A subdivision may be submitted for review and approval as a residential parcel subdivision plat when all of the following are true:

- a. The development lots created by the subdivision are intended to be used for residential purposes.
- b. Only two development lots may be created.
- c. The Assessment Property Record Card for the property shall show a single-family dwelling and/or farmstead, as defined in Section 85.08, in existence.
- d. The subdivision includes no land set apart for new streets, alleys, parks, dedicated open space, school property, or public use.
- e. The subdivision lies wholly within the A-1 District. For parcels located within the boundaries of the Ames Urban Fringe Plan, the subdivision must be both zoned A-1 Agricultural and lie wholly within the Rural Service and Agricultural Conservation Area designation.
- f. Both development lots (created by the Residential Parcel Subdivision Plat) shall contain a minimum of one acre (net) each. All side and rear yard setback requirements must be met.
- g. All resulting development lots shall have access to an adjoining public roadway by actual road frontage or easement.
- h. No variances from subdivision or zoning standards shall be granted in order to accomplish the Residential Parcel Subdivision Plat.
- i. The existing parcel shall not have been created through a previously approved Residential Parcel Subdivision Plat. The proposal meets all of the above requirements for a Residential Parcel Subdivision Plat.

Commentary



The following comments are part of the official record of the proposed Residential Subdivision Plat – Railview Subdivision, Case No. 04-18. If necessary, conditions of approval may be formulated based off these comments.

Comments from the Interagency Review Team

The application materials were forwarded to the members of the Interagency Review Team on April 12, 2018.

Story County Planning and Development

Are there any restrictive covenants proposed for the subdivision? *No.*

Story County Engineer

A driveway permit from the Engineer's Office will be required for a new drive and it appears that there could be some issues meeting the spacing and sight distance requirements. An easement may be required from the north lot in order to get access.

Environmental Health

The buildings, septic system, and well remain within the boundaries of the proposed lot 1; no concerns.

Comments from the General Public

Notification letters were mailed to surrounding property owners regarding the public meeting on the subdivision request on May 14, 2018. No written or verbal comments were received from the general public at the time this staff report was completed.

Analysis

Points to consider in evaluating the applicant's request to divide their property through the Residential Parcel Subdivision Plat process to create two lots for a proposed and existing residential dwelling.

1. All requirements for a Residential Subdivision Plat in Section 87.07 of the Story County Land Development Regulations are met.
2. Both proposed lots have frontage on 585th Avenue, a paved County road. The County engineer has indicated that a shared access easement may be required due to potential sight distance issues dependent on the location of a future access for proposed Lot 2. A note has been added to the plat noting that a driveway permit will be required and shared access easement may be necessary.
3. The addition of a dwelling on proposed Lot 2 will result in two dwellings being located in the original quarter quarter.
4. The subject property is designated as Rural Residential Area by the Cornerstone to Capstone (C2C) Comprehensive Plan and is consistent with the policies for the designation.



5. No agricultural land will be taken out of production to construct a dwelling on proposed Lot 2.
6. Of the 35 parcels located within a half mile of the subject property and in unincorporated Story County, fourteen, including the subject property, contain single-family dwellings. Two of the adjacent properties to the south contain dwellings. One of these dwellings is located on a parcel zoned A-R Agricultural Residential. The Valley View Subdivision, zoned A-R, is also located approximately 260 feet to the south and contains four lots, each with one single-family dwelling.

Alternatives

Story County Planning & Development Staff recommend the approval of Railview Residential Parcel Subdivision Plat as proposed (alternative #1).

1. The Story County Board of Supervisors approves Resolution #18-109, the Residential Parcel Subdivision Plat – Railview Subdivision as put forth in SUB04-18.
2. The Story County Board of Supervisors approves Resolution #18-109, the Residential Parcel Subdivision Plat – Railview Subdivision as put forth in SUB04-18 with conditions.
3. The Story County Board of Supervisors denies Resolution #18-109, the Residential Parcel Subdivision Plat – Railview Subdivision as put forth in SUB04-18.
4. The Story County Board of Supervisors tables the decision on Resolution #18-109, the Residential Parcel Subdivision Plat – Railview Subdivision as put forth in SUB04-18, and directs the applicant to address specific areas for additional information, review and/or modifications, and to work with staff to place the subdivision plat back on a future Board of Supervisor's agenda.

Sub 04-18

SUBDIVISIONS



1. Property Owner*
 (Last Name) Thompson
 (First Name) Mark and Erin
 (Address) 32364 585th Avenue
 (City) Cambridge (State) Iowa (Zip) 50045
 (Phone) 515-371-2481 (Email) fourtommys@yahoo.com

2. Applicant (if different than owner)
 (Last Name) Hunk
 (First Name) Brian
 (Address) 1414 Buckeye, Suite 200
 (City) Ames (State) IA (Zip) 50010
 (Phone) 515-456-3911 (Email) bh@nyemaster.com

3. Property Address Same as above **Parcel ID Number(s)** 14-28-200-360

4. Certification and Signature

I/we certify that the information and exhibits submitted are true and correct to the best of my knowledge and that in filing this application I am acting with the knowledge, consent and authority of the owners of the property. Pursuant to said authority, I hereby permit County officials to enter upon the property for the purpose of inspection.
 *Acknowledgement of property owner is required and may occur via email or by signature of this application.

Property Owner Signature Mark Thompson Date 4/2/18 Applicant Signature [Signature] Date 4-6-18

Subdivision
 Proposed Name: Railview Subdivision
Filing Fee/Type (required prior to processing):
 Residential Parcel Plat (\$175)
 Agricultural Plat (\$175)
 Minor Plat (\$275)**
 Major Plat—Preliminary (\$275)**
 Major Plat— Final (\$175)**
 **Conceptual Review required

Submittal Requirements:
 Attend conceptual review meeting
 Legal description that will be used on all required legal documents (submit as Word document)
 Proposed subdivision plat (submit as PDF)
 All required submittal requirements as outlined in Chapter 87 of the Story County Code of Ordinances (87.08(3) for Residential Parcel, 87.07(3) for Agricultural, 87.08(3) for Minor, 87.09(3) for Major-Preliminary and 87.09(5) for Major-Final)
 All required documents for subdivision plats as outlined in Iowa Code Chapter 354.11

Vacation
 Type: Right-of-way Plat
Submittal Requirements:
 Filing Fee (required prior to processing): \$175
 Legal description that will be used on all required legal documents (submit as Word document)
 Written description of requested items to be vacated
 See Chapter 87.10 for the vacation process

RECEIVED
 STORY CO PLANNING & DEVELOPMENT
 Receipt No. 569578
 Receipt Amount: 175

Preparer and Return to: Brian J. Humke, 1416 Buckeye, Ames, Iowa 515-956-3900

Know All Persons: Mark A. Thompson and Erin L. Thompson, husband and wife, ARE the sole, lawful Owners and proprietor of the Real Property located in Story County, Iowa, and legally described as follows:

Parcel "L" a part of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section Twenty-eight (28), Township Eighty-two (82) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa, as shown on the "Plat of Survey" filed in the office of the Recorder of Story County, Iowa, on August 28, 2009, as Inst. No. 09-11053, Slide 359, Page 1,

The Owners have caused to be filed herewith a subdivision plat of said Real Property together with all instruments required by law attached hereto and by this reference incorporated as if set out fully, all in accordance with the requirements of chapters 354 and 355 of the Code of Iowa and the ordinances of Story County, Iowa, the Owner does hereby consent to the subdivision plat, which shall hereafter be known as: Railview Subdivision, a residential subdivision in Section 28, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa.

In **Witness Whereof** the Owners execute this instrument on March 27, 2018.


Mark A. Thompson

Erin L. Thompson

STATE OF IOWA, COUNTY OF STORY, ss.:

This instrument was acknowledged before me on March 27, 2018, by Mark A. Thompson and Erin L. Thompson, proprietors of the Real Property described above.


NOTARY PUBLIC

BENJAMIN BRYCE CHAMBERLAIN
Notarial Seal - IOWA
Commission No. 744630
Commission Expires January 3, 2019

Prepared and Return to Brian J. Humke, 1416 Buckeye, Ames, Iowa 515-956-3900

LENDER'S CONSENT TO PLAT

Mortgage Electronic Registration Systems, Inc. (MERS), Mortgagee, acting solely as a Nominee for Lincoln Savings Bank, Lender, and its successors and assigns holder of a mortgage recorded as Instrument No. 16-09690 of the Story County Records (the "Mortgage") on the property legally described as:

Parcel "L" a part of the Southwest Quarter (SW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-eight (28), Township Eighty-two (82) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa, as shown on the "Plat of Survey" filed in the office of the Recorder of Story County, Iowa, on August 28, 2009, as Inst. No. 09-11053, Slide 359, Page 1,

hereby consents to the platting of Railview Subdivision, a residential subdivision in Section 28, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa

(the "Plat") This consent shall not impair the lien of the Mortgage which shall after the Plat is approved and recorded remain a lien on the real property described in the Mortgage.

Mortgage Electronic Registration Systems, Inc.

By (Signature)

Printed Name: Angela Stranks

Title: Asst. Secretary

STATE OF IOWA, COUNTY OF PLIK

This record was acknowledged before me this 28 day of March, 2018 by Angela Stranks as Asst. Secretary of **Mortgage Electronic Registration Systems, Inc.**

STAMP  SHAYNNA FISHER
Commission Number 789141
My Commission Expires 11/27/2019

(Signature)
Notary Public, Iowa

Prepared and Return to Brian J. Humke, 1416 Buckeye, Ames, Iowa 515-956-3900

LENDER'S CONSENT TO PLAT

VISIONBANK OF IOWA, holder of a mortgage recorded as Instrument No. 16-09690 of the Story County Records (the "Mortgage") on the property legally described as:

Parcel "L" a part of the Southwest Quarter (SW¼) of the Northeast Quarter (NE¼) of Section Twenty-eight (28), Township Eighty-two (82) North, Range Twenty-three (23) West of the 5th P.M., Story County, Iowa, as shown on the "Plat of Survey" filed in the office of the Recorder of Story County, Iowa, on August 28, 2009, as Inst. No. 09-11053, Slide 359, Page 1,

hereby consents to the platting of Railview Subdivision, a residential subdivision in Section 28, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa.

(the "Plat"). This consent shall not impair the lien of the Mortgage which shall after the Plat is approved and recorded remain a lien on the real property described in the Mortgage.

Visionbank of Iowa

By: [Signature]
Printed Name: Jan Boes
Title: SVP

STATE OF IOWA, COUNTY OF Polk

This record was acknowledged before me this 22nd day of March, 2018 by Jan Boes as SVP of **Visionbank of Iowa**.

[Signature]
Notary Public, Iowa



ATTORNEY'S TITLE OPINION

i, Brian J. Humke, the undersigned, state:

1. I am an attorney licensed to practice in the State of Iowa and my principal place of business is located at 1416 Buckeye Ave., Suite 2000 Ames, IA 50010-8070 (Telephone: 515-956-3900).

2. Pursuant to section 354.11 of the Code of Iowa and for the limited purpose described therein, I have examined the abstract of title to the real property described in the attached subdivision plat to be known as **Railview Subdivision, a residential subdivision, in Section 28, Township 83 North, Range 23 West of the 5th P.M., Story County, Iowa.** Said abstract runs from the root of title down and through February 21, 2018 at 8:00 a.m.

3. Based on such examination, I find that fee simple title to said real property is vested in:

Mark A. Thompson and Erin L. Thompson, husband and wife as joint tenants with right of survivorship and not as tenants in common.

4. Based on such examination, I find that the following entities are the holders of mortgages, liens, or other encumbrances on said real property being platted:

- (a) A mortgage granted by Mark A. Thompson and Erin L. Thompson, husband and wife, to Mortgage Electronic Registration Systems, Inc. (MERS), Mortgagee, acting solely as a Nominee for Lincoln Savings Bank, Lender, and its successors and assigns to secure original indebtedness of \$223,875 is dated April 20, 2012; was filed in the office of the Recorder of Story County, Iowa, on April 26, 2012, and recorded as Instrument Number 12-04368.
- (b) A mortgage granted by Mark A. Thompson and Erin L. Thompson, husband and wife to Visionbank of Iowa to secure indebtedness of up to \$62,000 is dated September 20, 2016; was filed in the office of the Recorder of Story County, Iowa, on September 29, 2016, and recorded as Instrument Number 16-09690.

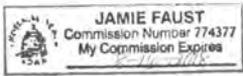
Dated March 30, 2018.

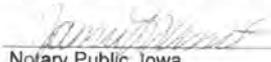


Brian J. Humke, Attorney

STATE OF IOWA, COUNTY OF STORY, SS

This instrument was acknowledged before me on March 30, 2018, by Brian J. Humke.





Notary Public, Iowa

TREASURER'S CERTIFICATE

I, Renee M. Twedt, Treasurer of Story County, Iowa, pursuant to section 354.11 of the Code, hereby certify that the real property described in the attached subdivision plat (tax assessment parcel 14-28-200-360) to be known as **Railview Subdivision**, a residential subdivision in Section 28, Township 83 North, Range 22 West of the 5th P.M., Story County, Iowa is free from certified taxes and certified special assessments.

Dated this 21st day of March, 2018.



RENEE M. TWEDT, Treasurer
Wendell F. Johnson, Deputy

[SEAL]



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

Ph. 515-382-7247 Email: lharter@storycountyiowa.gov
www.storycountyiowa.gov

TO: Story County Board of Supervisors
FROM: Leanne Lawrie Harter, AICP CFM
RE: Discussion and Consideration of Recommended Consultant for the Strategic Planning Process
DATE: May 17, 2018

Story County received four proposals in response to the Request for Proposals published April 2018:

- Management Partners, Cincinnati, Ohio (\$29,990)
- New Markets, Willis, Texas (\$6,480)
- Tanner, LLC, Salt Lake City, Utah (\$24,850)
- JEO Consulting Group, Inc., Omaha, Nebraska (\$14,645)

The review committee comprised of Stacie Herridge, Deb Schildroth, Alissa Wignall, and myself reviewed the proposals, and following such review, interviewed Management Partners and JEO Consulting Group, Inc. Based on the proposals and interview, we recommend that the Story County Board of Supervisors award the project to JEO Consulting Group, Inc.

Furthermore, staff respectfully requests the Board ask the County Attorney's Office to begin contract discussions with JEO Consulting Group, Inc. and bring back a contract for consideration by the Board on May 29, 2018.

APPROVED **DENIED**
Board Member Initials: RS
Meeting Date: 5-22-18
Follow-up action: CA Contract Discu





County Outreach and Special Projects Manager
Story County, Iowa
Ph. 515-382-7247 Email: lharter@storycountyiowa.gov
www.storycountyiowa.gov



RESPONSE TO REQUEST FOR PROPOSALS

STRATEGIC PLANNING PROCESS

Story County, Iowa
April 25, 2018

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CONTACT

Lynn Dittmer

JEO Consulting Group, Inc.
11717 Burt Street, Suite 210
Omaha, Nebraska 68154

Phone & Fax

Phone: + 1-402-934-3680
Mobile: + 1-402-650-4701
Fax: + 1-402-934-3681

Online

Email: ldittmer@jeo.com
Website: www.jeo.com



April 25, 2018

Story County Auditor's Office
c/o County Outreach and Special Projects Manager
Story County Administration
900 6th Street
Nevada, Iowa 50201

RE: Story County Strategic Planning Process

Dear Selection Committee Members:

The JEO team brings YOUR desired results as our objective for this strategic plan. From our review of the current strategic plan and our responses from staff, we learned the following aspects are important to you and crucial to the success of the county's upcoming planning efforts. Recognizing the value you place on these aspects, we have outlined the various ways we will address your priorities. This will include:

- **PUBLIC PARTICIPATION** The JEO team cares about utilizing significant public input from the beginning of the project. Our team has found that by using the online platform of MindMixer and face-to-face conversations, we are able to collectively take public input and translate it into a strongly-supported, valuable strategic plan.
- **SUPPORTED, CLEAR, AND PRIORITIZED PLAN OF ACTION** We believe in creating a feasible implementation plan that ultimately leads to economic vitality. By engaging staff, appointed officials, elected officials, Story County Economic Development Group, local school districts, private businesses, and other organizations, the prioritized projects should have strong community support.
- **PROVEN TRACK RECORD** The JEO team has extensive experience working on numerous strategic plans. Our unique backgrounds provide a framework for success, with experience in not only planning, but implementing successful urban design, housing, economic development, and zoning efforts. Our unique, in-house funding specialist customizes the prioritized projects with grants and other public funding sources to assist with the project implementation.

In this proposal, you will discover we have assembled a diverse and unique team of experts that will help Story County create a unified vision and reach the next level of economic vitality. We are excited to begin our journey with you. Every day we wait is a day we are missing out on future growth opportunities.

Sincerely,

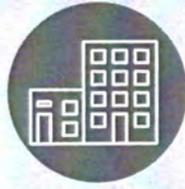
Lynn Dittmer
Project Manager

SUMMARY OF QUALIFICATIONS

JEO CONSULTING GROUP, INC.



Engineering



Architecture



Surveying



Planning

For over 81 years, JEO has provided engineering consulting services, unsurpassed in skill, creativity, and cost-efficiency. From our modest beginnings, JEO has grown into a highly skilled and respected consulting firm, serving individuals and communities throughout the Midwest. JEO has ten offices located in Iowa and Nebraska. The JEO team of professional **engineers, architects, planners, surveyors, and finance experts** all work in concert with skilled technicians and support personnel to exceed our clients' expectations.

JEO provides clients with quality services, delivered on time and within budget. **We keep our promises, deliver solutions dependably, and communicate clearly.** As a result, we have served many of the same clients year after year. A very high percentage of our projects are repeat business.

The JEO philosophy is simple. If you are not satisfied, neither are we. We work tirelessly to attain your thorough satisfaction with unparalleled skill, unbridled enthusiasm, and ideal communication.

We credit our success to our values – professionalism, respect, integrity, teamwork, communication, and constant improvement. These values guide our actions and ensure that we stay on the right course as we serve our clients.

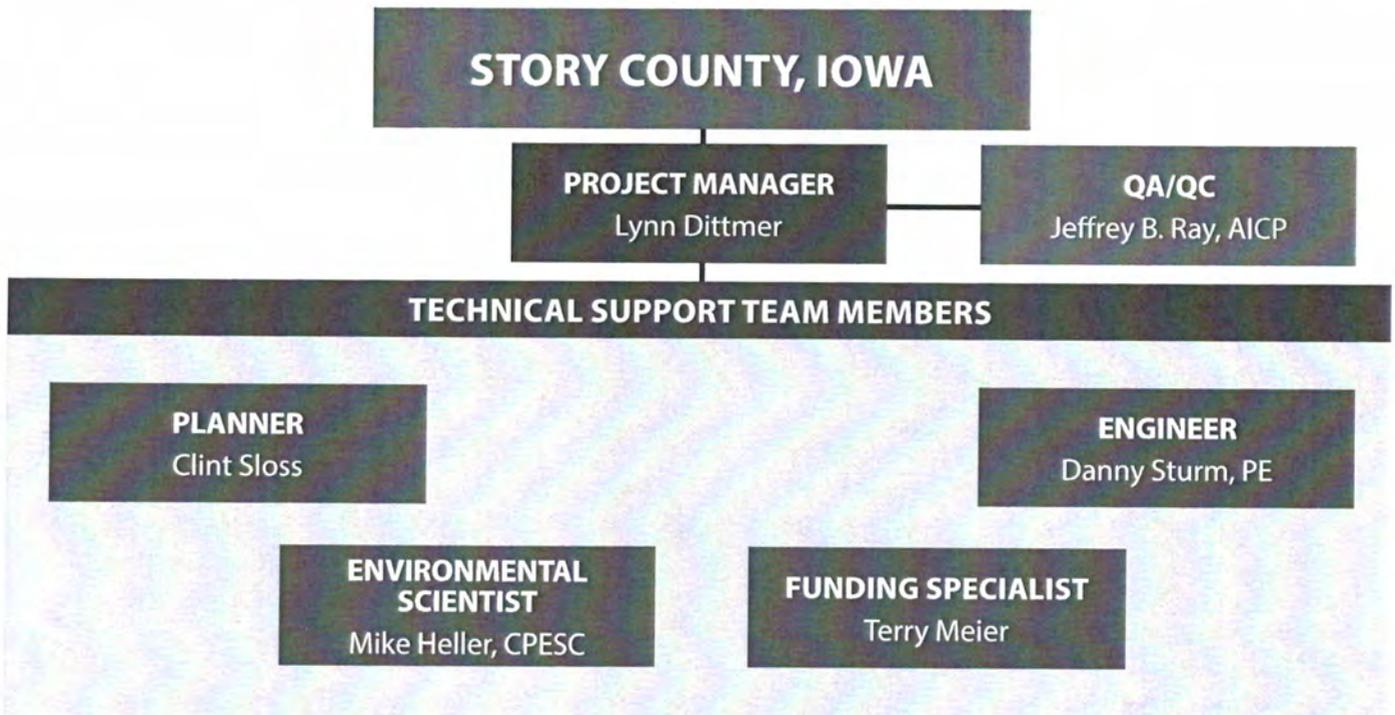
JEO has over 200 staff members. Our staff of professionals includes:

- Community Planners
- LEED Accredited Professionals
- Professional Engineers
- Engineering Interns
- Engineering/Architecture Technicians
- Registered Land Surveyors
- Surveyors In Training/Survey Technicians
- Registered Architects
- Environmental Scientists
- Certified Floodplain Managers
- Community Development/Funding Specialist
- Community Engagement Specialists

PROJECT TEAM

The members of the JEO team were carefully selected for their extensive expertise in this area of work. Each team member lives up to their commitments and they recognize the importance of following through to meet client expectations. As a result, the team has a record of delivering successful projects.

Furthermore, they have the time to devote to this project. The current and planned workload of the members of the team will enable them to devote immediate attention to your project. All recognize the importance of the project, time frame, and level of effort required to guarantee success.



JEO'S PLANNING DEPARTMENT

JEO's planning department is comprised of four full-time planners, including project manager Lynn Dittmer. With more than 60 years of combined experience in the planning field, JEO's planners provide you with a high-quality product that is easy to use and implement throughout a community.

With that said, the team is ready and excited to start your project to take your community into the future.

RESUME

LYNN DITTMER

Project Manager



PERSONAL PROFILE

Lynn joined JEO after working for the Metropolitan Area Planning Agency (MAPA). She brings to the planning department over 13 years of planning experience in Iowa and Nebraska. Her experience includes developing comprehensive plans, economic plans, coordinating and leading local and regional meetings and workshops, implementing strategic plans, and creating and maintaining meaningful relationships with clients.

13 Years of Professional Experience

EDUCATION

B.S., Community and Regional Planning
Iowa State University

PROJECT EXPERIENCE

Comprehensive Plan, Carson, IA

The City of Carson was in need of an updated comprehensive plan that provided the framework to determine and prioritize community goals representing the overall vision of the city. The community had experienced a strong population growth in the early 2000's, but after the recession, growth became stagnant. A new vision for Carson was needed that reflected that trend and its needs. It was also important that the updated plan provided for the legal basis for land use regulation, such as zoning and subdivision control. Lynn was able to draft a plan that presented a unified vision for a community, derived from its citizens, and establishes the specific actions necessary to fulfill that vision.

Comprehensive Plan, Mills County, IA

Lynn was a planner for the Mills County Comprehensive Plan. Mills County desired to update its comprehensive plan due to the construction of the Highway 34 bridge over the Missouri River, which provided a second connection to the Omaha Metro Area. As such, the county was looking at housing growth, transportation planning, and new economic development opportunities. Through public engagement and working with a planning advisory group, the plan not only identified ways to attract new families to the county, but also examined and forecasted that future population growth.

For this project, the JEO team partnered with the Metropolitan Area Planning Agency (MAPA) and the Council of Government (COG) for Mills County to create the best plan possible. This partnership brought together both local and regional knowledge to produce an implementable plan that will drive growth in the county. MAPA facilitated the public input with assistance from JEO. This strategy utilized MAPA's local relationships to encourage participation from citizens across the region.



JEFFREY B. RAY, AICP

Quality Assurance/Quality Control



EDUCATION

M.S., Community and Regional Planning

B.S., Architectural Science

REGISTRATION

American Institute of Certified Planners

TENURE

Industry - 25 Years

QUALIFICATIONS

Jeff has over 25 years of planning experience and demonstrates a pride in the work he does for the clients and communities he serves. Prior to joining JEO, Jeff was the Community Development Director for the City of Fremont, where he was facilitating the update to Fremont's comprehensive plan and community branding projects. With his experience in both the public and private sector, Jeff understands how to both direct the development of implementable comprehensive plans, as well as the work that it takes to actually implement the plan.

PROJECT EXPERIENCE

- Strategic Plan, Malvern, IA
- Housing Study, Chariton, IA
- Comprehensive Plan, Mills County, IA
- Comprehensive Plan, Knoxville, IA
- Comprehensive Plan, Johnson County, IA



CLINT SLOSS

Planner



EDUCATION

M.S., Community and Regional Planning

B.S., Community and Regional Planning

CERTIFICATION

GIS Certified

TENURE

Industry - 7 Years

QUALIFICATIONS

Clint is a planner out of JEO's Ankeny office. He is the planning department's expert for planning efforts in central Iowa. He also assists JEO's funding specialist with Iowa funding opportunities. With over six years of experience, Clint offers extensive knowledge of GIS, downtown revitalization design, grant writing, and website content management.

PROJECT EXPERIENCE

- Comprehensive Plan, Johnson County, IA
- Comprehensive Plan, Knoxville, IA
- Sioux City Distressed Housing Study, Sioux City, IA
- Sergeant Bluff Distressed Housing Study, Sergeant Bluffs, IA
- Watford City Area Future Land Use Plan, Watford City, ND
- "Heartland 2050," Sustainable Communities Initiative*
- Carter Lake Comprehensive Plan, Carter Lake, IA*

**Project completed prior to joining JEO.*



DANNY STURM, PE

Engineer



EDUCATION

B.S., Civil Engineering

REGISTRATION

Professional Engineer
Iowa

TENURE

Industry - 15 Years

QUALIFICATIONS

Danny has over 15 years of experience and works in the Ankeny, IA office. As the city engineer of Ottumwa for five years, Danny was involved with managing all of the city's construction projects ranging from bridge replacements to large diameter (up to 96") sewer installations to complete road reconstruction. During the construction season of 2014, Danny was involved with managing \$43M worth of construction projects, of which \$35M was designed by private consulting firms and \$32M involved federal or state funding.

PROJECT EXPERIENCE: Murray Storm Drainage Improvements, Murray, IA; 18th St Channel Improvements, Ankeny, IA; and, Floyd River Siphon and Larsen Park Road Construction associated with I-29 Relocation, Sioux City, IA.



MIKE HELLER, CPESC

Environmental Scientist



EDUCATION

B.S., Fisheries and Wildlife

TRAINING

HGM and Functional
Assessment

USACE Contract
Administration

TENURE

Industry - 21 Years

QUALIFICATIONS

Mike offers more than 21 years of experience working with natural resources within Iowa specializing in wetland delineations and wetland site selection and design. Mike has served as an advisor for the preparation of the Iowa Drainage Law Manual, completed Section 404 permitting, SWPPP design and implementation, storm water management and project management for federal and state agencies, state highway departments, land development and not-for profit groups.

PROJECT EXPERIENCE: Drainage Improvements/Resurfacing on Fletcher Ave, Lincoln, NE; White Fox Creek Stream and Wetland Mitigation Bank*; Windmill Development Section 404 Individual Permitting*; Thien Farm Management Wetland Mitigation Bank Monitoring*; and, Highway 60 Corridor and By-Passes, Ashton, Hospers, and Sibley, IA*.*

**Project completed prior to joining JEO.*



TERRY MEIER

Funding Specialist



EDUCATION

B.A., Mathematics and
Economics

CERTIFICATION

Certified Community
Development Block Grant
Administrator

TENURE

Industry - 28 Years

QUALIFICATIONS

Terry has over 28 years of professional grant-writing experience and joined JEO as a funding specialist after serving 17 years with the Southeast Nebraska Development District, where he was responsible for the implementation of all aspects of community betterment initiatives. He has successfully written applications for over \$100 million in community betterment projects.

PROJECT EXPERIENCE: Capital Improvement Plan, Massena, IA; Capital Improvement Plan, Anita, IA; P&D Loan Application, Anita, IA; Strategic Plans, Emerson and Malvern, IA; Disaster Recovery Funding Plan, Hamburg, IA; Community Betterment Funding Plan, Hinton, IA; and, Strategic Plans (Hickman, NE; Clay Center, NE; Springfield, NE; Firth, NE; Homer, NE).

PROJECT TEAM AVAILABILITY

The planned hours for major assignments and availability are shown below. JEO has grown to nearly 200 team members in the last year. JEO has assembled this team of experts with a proven track record of executing projects on time and within budget. We are confident that our team has the qualified resources to meet your project objectives and schedules.

CURRENT WORKLOAD OF THE CONSULTANT PROVIDES CAPACITY TO ACCOMPLISH THE WORK

The JEO team has the availability to meet Story County's proposed timeline. The table below illustrates work assignments of the key team members with their availability for the duration of the project.

KEY STAFF MEMBERS	WORK ASSIGNMENT	% TIME CURRENTLY AVAILABLE FOR THE DURATION OF THE PROJECT	HOURS REQUIRED FOR THIS PROJECT
Lynn Dittmer	Project Manager	40%	13
Jeffrey B. Ray, AICP	Quality Assurance/Quality Control	33%	6
Clint Sloss	Planner	49%	85
Danny Sturm, PE	Engineer	40%	14
Mike Heller, CPESC	Environmental Scientist	42%	10
Terry Meier	Funding Specialist	50%	17



AVAILABILITY TO PARTICIPATE

JEO maintains a consistent workload for our staff. To manage this, Deltek (JEO's workload software) allows us to assign projects and hours to each employee and to visually see if they are over-utilized or under-utilized. **JEO's project managers regularly convene to review future workload projections to ensure our projects have the staff availability they need to be delivered on time. The benefits to our clients are projects that are delivered as promised and that exceed your expectations.**

PROJECT APPROACH

PROJECT UNDERSTANDING



WHAT IS THE PURPOSE OF A STRATEGIC PLAN?

To help identify projects or goals that will serve as a catalyst for attracting new residents by enhancing the quality of life available to them, promote regional tourism, and eventually stimulate the types of development that will enhance the economic vitality.

As a comprehensive plan prepares a community for future growth and development, a strategic plan helps identify and prioritize the specific projects that will assist the county to accomplish its goals. These projects do not happen overnight, nor are they accomplished by one person. Careful planning and consideration should be given to each action. The county should rely on staff, appointed officials, elected officials, private businesses, and other organizations to help identify and achieve projects planned for the benefit of the entire county. The projects may include those necessary to maintain the status quo, while others will be necessary or desired for continued community growth. The Story County Strategic Plan will identify the top goals and list individual concerns, objectives, actions, timelines, responsible groups/agencies, potential resources, and measurable outputs for each one. The intent of the projects or goals is to enhance the high quality of life for Story County residents and its economic vitality.

Studies show that existing residents are less apt to move from their place of residence if they feel a sense of satisfaction or connection with that community. That is because people support what they help create. As feelings of connection grow between person and place, sentiments associated with that place increase as well. For this reason, public engagement is crucial in shaping the community's future because it empowers residents to define what's important to them. It also enables decision makers to formulate strategies and target limited local resources (both human and financial) to address their priorities. This sense of community ownership, connection and attachment, can play an impactful role in retaining existing residents and improve the overall local economic standing.

Studies have also shown a strong link between quality of life amenities and economic development. In today's competitive economic development climate, businesses and industries make relocation and expansion decisions partly on quality of life amenities that can be offered to their employees. Most business prospects won't even consider an area that does not offer modern quality of life amenities. Employee recruitment and retention all depend on the happiness of their workers. Workforce talent, both individuals and families, prefer livable communities with easy access to large open spaces, hike and bike trails, recreational opportunities, performing and visual arts centers, and similar facilities where they can spend their leisure time.

Although quality of life amenities can be costly to own, operate, and maintain, the payoff in terms of pride and marketing can be of utmost value. They reveal the values and underpinnings of the local communities and serve as a measure of civic health and vitality of the county. New residents are attracted to communities that exude a strong feeling of hope and optimism about the future. They want some assurance that the place they choose to live, work, recreate, and invest is of high quality. The strategic plan shall identify potential outside funding sources to leverage local money and help offer a greater assurance of implementation of the prioritized goals or projects.

PROJECT WORK PLAN



PROJECT KICK-OFF

- A. JEO shall meet with key staff and county supervisors to clarify and define the project approach and data collection needs. The purpose of the conversation will be to identify and discuss project expectations, review project milestones, communication channels, public input plan, and selection of steering committee members (if different from past initiatives).
- B. JEO shall directly work with the county to collect and review valuable information from previously conducted interviews, surveys, studies, and focus group sessions to provide some insight as to the county's priorities.
- C. Initiate public input plan and review previous documents and existing strategic plan.



COMMUNITY STRATEGIC PLANNING WORKSHOP

- A. Review the county's comprehensive plan and current strategic plan to review the long-range goals of the county with the committee.
- B. Review engineering reports and visual observation of public facilities as prescribed by Story County staff.
- C. Survey Monkey - development and distribute survey online and print (upon request)- open three weeks.
- D. Collect and analyze MindMixer results.
- E. Conduct one work session with the committee, lasting no more than five hours.
 - Discuss each goal's potential impact on the future of Story County.
 - Prioritize strategic issues.
 - Identify goals, associated objectives, itemized action steps, and timetables for effective and efficient implementation of each goal.
 - Identify groups, organizations, and/or agencies that will be responsible for undertaking each goal.
 - Identify potential resources (both human and financial) that may help implement the community initiative.
 - Specify measurable outputs in order to monitor the progress and effectiveness of the implementation process.



DEVELOPMENT OF A STRATEGIC PLAN

- A. Prepare the strategic plan document.
- B. Provide staff with draft for internal review (one round of review).
- C. Revise strategic plan based upon comments received at the presentation of the plan's draft.
- D. Provide staff with final draft for internal review (one round of review).
- E. Revise final draft as necessary based on feedback from Story County Supervisors.



DELIVERABLES

- A. Up to 15 printed copies of the strategic plan.
- B. Electronic copy of the strategic plan in PDF.
- C. Bring implementation of the strategic plan.

PROPOSED SCHEDULE

The proposed timeline will adhere to your goal of anticipated adoption in early July 2018.



PROPOSED BUDGET

From past experience, we know that meeting the client's budget on a project is important. The JEO team will work closely with your staff to maintain the project budget. These fees were developed using our standard billing rates.

At JEO, all mileage, copies, postage, computer time, and other overhead items are included in our basic billing rates and are not billed separately. The table provided below better details the estimated proposed budget.

PHASE	HOURS	FEE
Project Management, Kick-Off, and QA/QC	28	\$2,000
Community Strategic Planning Workshop	64	\$6,715
Development of Strategic Plan	49	\$4,930
Final Deliverables	4	\$1,000
TOTAL	145	\$14,645

PROFESSIONAL REFERENCES



CITY OF CHARITON

115 South Main Street Chariton, Iowa 50049 641-774-5991 Fax 641-774-4111

City Manager, Joseph A. Gaa City Clerk/Treasurer, Ruth A. Ryan, MMC/IsCMC

May 12, 2015

To Whom It May Concern:

I was recently asked to write a letter of recommendation on the performance of JEO Consulting Group regarding a Housing Study they completed for the City of Chariton in late 2014.

First, I would like to share some overall experiences with the JEO Group. I first became acquainted with JEO in 2011 while serving as the City Administrator in Woodbine. We were considering proposals for streets engineering services. JEO quickly rose to the top of our process and they were ultimately selected. During the review process and on several projects after they were selected I found the staff to be both knowledgeable and personable. They seemed to talk with us rather than at us to find agreeable solutions, which is a trait not always found in engineering firms. In addition to their engineering services, we also utilized JEO to conduct a feasibility study for a proposed community recreation center. Again, the process was enjoyable and the end result professional and useable.

I became the City Manager in Chariton in March 2014. A major community need was housing. After a few months experience I was ready to start planning for future housing and I did not hesitate to contact JEO. This time I worked with yet another staff member, Jeff Rey, who led the project. And Jeff did not disappoint. His preparation for the process, research during the process, and the final report were all of high quality. The product will definitely be utilized a local planning resource for upcoming long range planning.

I would not hesitate to recommend JEO for any engineering and planning needs that your community may have. I have found all of their staff to be excellent resources with the community's best interests in mind. If you have any further questions feel free to contact me.

Sincerely,

Joseph A. Gaa
City Manager

City of Chariton
Joe Gaa
City Manager
p. (614) 774-5991

City of Fort Calhoun
Mitch Robinson
Mayor
p. (402) 468-5303

City of Knoxville
Aaron Adams
City Manager
p. (641) 828-0550, ext. 3

Johnson County Planning,
Development, and Sustainability
Department
Josh Busard
Director
p. (319) 356-6083

Malvern Area Betterment
Association
Beverly Dashner
Former President
p. (712) 527-0452

Mills County
Darin Whatcott
Building and Zoning Official
p. (712) 527-4873

RELEVANT WORK EXPERIENCE



STRATEGIC PLAN MALVERN, IOWA

The Malvern Strategic Planning Process began with Malvern Area Betterment Association (MABA) identifying a number of potential projects (called strategic issues) within and around the city of Malvern. On March 13, 2014, members of the Malvern City Council, City Staff, MABA, and concerned stakeholders held a strategic planning workshop to discuss and prioritize various projects in and around Malvern. A total of 46 stakeholders participated in the evening workshop. JEO Consulting Group, Inc. was hired to facilitate the workshop which followed an agenda geared to inform, educate, and build consensus of the group. The group reviewed the strategic issues facing community and discussed other item deemed important to the future of Malvern.

The goal of the strategic planning workshop was to establish consensus on the strategic issues so the city could formulate strategies and target local resources (both human and financial) to accomplish the goals.

Based upon the workshop discussion, the top four projects identified were:

- Public schools
- Parks and recreation/youth activities
- Public infrastructure
- Housing

The second tier projects discussed included:

- Downtown buildings
- Economic development
- Trail development
- Community pride and festivals

CONTACT

Malvern Area Betterment
Association
Beverly Dashner
Former President
p. (712) 527-0452



PROJECT RELEVANCE

- Citizen Input
- Multi-Agency Coordination
- Action Steps to Implementation



RELEVANT WORK EXPERIENCE



COMPREHENSIVE PLAN KNOXVILLE, IOWA

Knoxville recently completed an update to their comprehensive plan after nearly 20 years. In the interim, there have been several park and trail plans, housing studies, and other strategic planning efforts, but none had presented the community with a holistic approach for change. Knoxville also faced the challenge of repurposing the shuttered Veterans Administration Hospital, a 130-acre campus with over 30 buildings in need of serious repair.

The resulting comprehensive plan focused on how the city can leverage its strong local employers– 3M, Weiler, and Hormel Foods – to grow their population while also improving quality of life amenities. This strategy emphasized the need for greater housing options and a continued effort to improve the historic square and courthouse area. Over 500 people have participated in the process through public input meetings, focus groups, and online surveys.

CONTACT

City of Knoxville
Aaron Adams
City Manager
p. (641) 828-0550, ext. 3



PROJECT RELEVANCE

- Integrated Other Planning Efforts
- Broad Public Input
- Identified Achievable Short-Term Goals



RELEVANT WORK EXPERIENCE



COMPREHENSIVE PLAN AND HOUSING STUDY FORT CALHOUN, NEBRASKA

Fort Calhoun, located 16 miles north of Omaha on Highway 75, is a thriving community of 900 in population. Priding itself on its rich history, quality schools, and small town quality of life, Fort Calhoun was looking to capitalize on its assets to draw manageable growth to the community. With hills and bluffs to the west and the Missouri River floodplain to the east, the community's growth is constrained to the Highway 75 corridor. The Fort Calhoun Comprehensive Plan provides direction on capitalizing on its unique amenities to encourage a balance of residential and economic growth utilizing public/private partnerships and inter-community collaboration.

The Fort Calhoun Housing Study provides guidance on market needs based on established trends and opportunities identified by local stakeholders and industry professionals. The study balances the demands for new housing opportunities with strategies to preserve and enhance its historic housing stock.

CONTACT

City of Fort Calhoun
Mitch Robinson
Mayor
p. 402.468.5303



PROJECT RELEVANCE

- Public Input
 - Multi-Agency Coordination
 - Integrated Priorities
- Into Capital
Improvements
Plan





Board of Supervisors

Story County, Iowa

Flexible Benefit Plan Policy

Approval Date:	Effective Date: 07/01/2018	Revision No: 03
Reference: BOS Minutes: Initially Adopted: 4/24/2012 Revised 6/30/2015	Distribution: Employee Handbook, Intranet, S-drive, Policy Book	<p style="color: red; font-weight: bold; font-size: 1.2em;">APPROVED</p> <p style="color: red; font-weight: bold; font-size: 1.2em;">DENIED</p> <p style="color: red; font-weight: bold; font-size: 0.8em;">Board Member Initials: <i>[Signature]</i></p> <p style="color: red; font-weight: bold; font-size: 0.8em;">Meeting Date: <u>5/22/18</u></p> <p style="color: red; font-weight: bold; font-size: 0.8em;">Follow-up action: <u>Write 7 day review</u></p>

General Policy

It is the policy of Story County to provide employees of Story County a choice between cash or benefits under the Flexible Benefit Plan maintained by Story County. Both options are intended to support Story County employees in securing and maintaining ongoing dental and vision insurance coverage. The cash option is not intended and should not be considered a supplement to salary or wages regardless of its treatment under IPERS or under state and federal income tax laws and regulations.

Scope

This policy is applicable to:

All Story County employees including County elected office holders, appointed deputies, and assistant county attorneys.

All employees not directly responsible to either the Board of Supervisors or an elected office holder and whose governing body and the Board of Supervisors have certified its applicability and have elected to participate in the benefit plan established by the Board of Supervisors for County employees.

When there is a conflict between this policy and a collective bargaining agreement and/or the Iowa Code, the provisions of a collective bargaining agreement and/or the Iowa Code prevail.

Eligible Participants

To be eligible for the flexible benefit program an individual must be classified as a full time or three-quarter (3/4) time employee. Additional costs which exceed the employer contribution are borne by the individual employee. An employee will become eligible to participate after the completion of the thirty (30) day waiting period, in which coverage is effective on the first day of the next month.

Benefit Options

A participant may choose under Story County's Flexible Benefit Plan to receive his/her full flexible benefit compensation in cash or to have a portion of it applied by the County toward the cost of one or more of the following optional benefits as outlined in Story County's Flexible Benefit Plan Document:

- Dental Insurance

- Vision Insurance
- Dependent Care Assistance Plan
- Medical Reimbursement Plan

Contribution Amount

The monthly contribution amount will be determined annually by the Board of Supervisors taking into consideration the actual cost for Dental and Vision premiums.