

The Board of Supervisors met on 6/4/24 at 10:00 a.m. in the Story County Administration Building. Lisa Heddens, Linda Murken, and Latifah Faisal, with Heddens presiding. (all audio of meetings available at storycountyiowa.gov; any resolution is effective upon signature and can be inspected M-F, 8-4:30, at 900 6th Street, Nevada, Iowa)

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

PUBLIC COMMENT #1: Heddens announced today is the Primary Election. Polls are open until 8 pm; call the Auditor's Office with any questions.

PROCLAMATION RECOGNIZING JUNE 2024 AS LGBTQIA+ PRIDE MONTH: The Board read the proclamation in full. Murken moved, Faisal seconded the approving of the Proclamation Recognizing June 2024 as LGBTQIA+ Pride Month. Roll call vote. (MCU)

MINUTES: 5/28/24 Minutes – Faisal moved, Murken seconded approving the 5/28/24 Minutes as presented. Roll call vote. (MCU)

PERSONNEL ACTIONS: 1) new hire, effective 6/5/24, in a) Facilities Management for Katherine Starling @ \$18.66/hr; 2) pay adjustment, effective 6/16/24, in a) Attorney's Office for Kylee Beving @ \$24.48/hr. Murken moved, Faisal approving Personnel Actions as listed. Roll call vote. (MCU)

CLAIMS: 6/6/24 Claims of \$973,632.65 (run date 5/31/24), 27 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from CIDTF (\$32.44), Emergency Management (\$189.340), E911 (\$2,708.37), County Assessor (\$553.00), City Assessor (\$61,569.65), and Central

Iowa Community Services (\$1,084,537.95). Faisal moved, Murken seconded approving claims as listed. Roll call vote. (MCU)

Murken moved, Faisal seconded approving Consent Agenda as listed.

1. Facilities Management Quarterly Report
2. Road Way Maintenance Agreement for Iowa State University Institutional Roads with Iowa Department of Transportation, effective 7/1/24-6/30/25
3. Annual Maintenance Support between Story County and Tyler Technologies for CivilServe, effective 6/8/24-6/7/25, for \$6,844.26
4. Flynn Co. Inc. Temporary Concrete Plant in Union Township for I-35 expansion project
5. FY25 Provider and Program Participation Agreement with Central Iowa Retired Senior Volunteer Program (RSVP), effective 7/1/24-6/30/25: Volunteer Management for 55+ (not to exceed \$22,696.00) \$5.17/volunteer hour; Disaster Services-Volunteer Management for Emergencies (not to exceed \$1,800.00) \$46.63/staff hour; Transportation - Volunteer Driver Program (not to exceed \$7,600.00) \$21.27/one-way trip
6. Request from the Salvation Army to add \$40,000.00 to the FY24 Emergency Shelter Services Contract
7. Agreement Amendment between UKG and Story County for UKG Ready Payroll for \$15,120.00 Annual Subscription Fees and \$4,500.00 One-Time Implementation Fees
8. Annual Subscription with Chronolog for web-based, crowd-sourced, time-lapsed Photo Documentation of Habitat Restoration Work for three locations, effective 5/16/24-5/16/25, for \$510.00
9. Utility Permits: #24-7684, #24-7687, #24-7688, #24-7689, #24-7690, #24-7691, #24-7692
10. Contract between Story County and IP Pathways for Master Service Level Agreement, effective 5/28/24 – *confidential*

Roll call vote. (MCU)

SUPPORT OF IOWA WORKFORCE HOUSING TAX CREDIT APPLICATION FOR THE CITY OF MAXWELL AND JAMC REAL ESTATE SOLUTIONS, LLC: Heddens reported on the letter of support; there is no financial obligation commitment. Faisal moved, Murken seconded approving the Support of Iowa Workforce Housing Tax Credit Application for the City of Maxwell and JAMC Real Estate Solutions, LLC. Roll call vote. (MCU)

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: All Board members reported on upcoming meetings and items. Heddens announced today is the Primary Election. polls are open until 8 pm, and contact the Auditor's Office with any questions.

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

Lisa Heddens
Board of Supervisors

Lucinda J. Martin
Auditor

Story County Board of Supervisors
Tentative Agenda
Administration Building,
900 6th St., Nevada, IA
6/4/24

1. SPECIAL NOTE TO THE PUBLIC: (2) - This Meeting Is Also Being Offered Via Zoom. While Joining Via Zoom, If You Have A Question And/Or Comment, You May Raise Your Hand To Speak During Public Forum Or Use The Chat Feature And The Chair Will Ask The Zoom Moderator To Review All Comments During Public Forum.

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

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

Join from a PC, Mac, iPad, iPhone or Android device:

Please click this URL to join. [HTTPS://US02WEB.ZOOM.US/J/85664360392?](https://us02web.zoom.us/j/85664360392?pwd=EERQTXLWVTVNRK5LVGJPMUEZBVR5QT09)
[PWD=EERQTXLWVTVNRK5LVGJPMUEZBVR5QT09](https://us02web.zoom.us/j/85664360392?pwd=EERQTXLWVTVNRK5LVGJPMUEZBVR5QT09)

Passcode: 768469

Or Telephone:

+13092053325,,85664360392# US

+13126266799,,85664360392# US (Chicago)

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

+1 309 205 3325 or +1 312 626 6799 (Chicago)

2. CALL TO ORDER: 10:00 A.M.
3. PLEDGE OF ALLEGIANCE:
4. ADOPTION OF AGENDA:
5. PUBLIC COMMENT #1:
This comment period is for the public to address topics on today's agenda
6. Consideration Of Proclamation Recognizing June 2024 As LGBTQIA+ Pride Month

Department Submitting Board of Supervisors

Documents:

PRIDE MONTH.PDF

7. AGENCY REPORTS:
8. CONSIDERATION OF MINUTES:
 - I. 5/28/24 Minutes

Department Submitting Auditor

9. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1) new hire, effective 6/5/24, in a) Facilities Management for Katherine Starling @ \$18.66/hr; 2) pay adjustment, effective 6/16/24, in a) Attorney's Office for Kylee Beving @ \$24.48/hr;

Department Submitting HR

10. CONSIDERATION OF CLAIMS:

I. 6/6/24 Claims

Department Submitting Auditor

Documents:

CLAIMS 060624.PDF

11. CONSENT AGENDA:

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

I. Consideration Of Submitted Facilities Management Quarterly Report

Department Submitting Auditor

Documents:

FMGT QTR.PDF

II. Consideration Of Road Way Maintenance Agreement For Iowa State University Institutional Roads With Iowa Department Of Transportation Effective 07/01/24-06/30/25

Department Submitting Engineer

Documents:

DOT MAINT ARG.PDF

III. Consideration Of Annual Maintenance Support Between Story County And Tyler Technologies For CivilServe Effective 6/8/24 - 6/7/25 For \$6,844.26 (Budgeted)

Department Submitting Information Technology

Documents:

TYLER CIVIL SERVE.PDF

IV. Consideration Of Flynn Co Inc Temporary Concrete Plant

Department Submitting Planning & Development

Documents:

STAFF MEMO.PDF
PERMIT APPLICATION.PDF
APPLICATION MATERIALS.PDF

- V. Consideration Of FY25 Provider And Program Participation Agreement With Central Iowa Retired Senior Volunteer Program Effective 7/1/24-6/30/25;
Central Iowa Retired Senior Volunteer Program - Volunteer Management for 55+ (Not to exceed \$22,696) \$5.17/1 Volunteer Hour; Disaster Services-Volunteer Management for Emergencies (Not to exceed \$1,800) \$46.63/1 Staff Hour; Transportation - Volunteer Driver Program (Not to exceed \$7,600) \$21.27/One Way Trip

Department Submitting Board of Supervisors

Documents:

RSVP FY25.PDF

- VI. Consideration Of Request From The Salvation Army To Add \$40,000 For Emergency Shelter Services FY24 Contract

Department Submitting Board of Supervisors

Documents:

TSA CONTRACT AMENDMENT FY24.PDF

- VII. Consideration Of Agreement Amendment Between UKG And Story County For UKG Ready Payroll For \$15,120.00 Annual Subscription Fees And \$4,500.00 One Time Implementation Fees

Department Submitting Human Resources

Documents:

UKG READY PAYROLL.PDF

- VIII. Consideration Of Web Based, Crowd Sourced, Time Lapsed Photo Documentation Of Habitat Restoration Work For Three Locations Annual Subscription With Chronolog Effective 5/16/24 - 5/16/25 For \$510.00

Department Submitting Conservation

Documents:

CHRONOLOG.PDF

- IX. Consideration Of Utility Permit(S):#24-7684, 24-7687, 24-7688, 24-7689, 24-7690, 24-7691, 24-7692

Department Submitting Engineer

Documents:

UT 24 7688.PDF
UT 24 7689.PDF
UT 24 7690.PDF
UT 24 7691.PDF
UT 24 7692.PDF
UT 24 7684.PDF
UT 24 7685.PDF
UT 24 7687.PDF

X. Consideration Of Contract Between Story County And IP Pathways For Master Service Level Agreement Effective 05/28/24

Confidential

Department Submitting Information Technology

12. PUBLIC HEARING ITEMS:

13. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Support Of Iowa Workforce Housing Tax Credit Application For The City Of Maxwell And JAMC Real Estate Solutions, LLC
Additional Items

Department Submitting Board of Supervisors

Documents:

WHTC.PDF

14. DEPARTMENTAL REPORTS:

15. OTHER REPORTS:

16. UPCOMING AGENDA ITEMS:

17. PUBLIC COMMENT #2:

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

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

19. ADJOURNMENT:

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

Story County Board of Supervisors

Agenda

6/4/24

NAME

Crystal D. Davis

Gardner

Laura Johnston

AGENCY

Story County - BOS

BOS

EH

PROCLAMATION
LGBTQIA+ Pride Month

June 2024

WHEREAS, Individuals who identify as Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, Asexual and their allies celebrate LGBTQIA Pride Month Nationwide each year in the month of June; and

WHEREAS, this month was chosen to commemorate the events that took place 50 years ago at the Stonewall Inn in Manhattan, New York, on June 28, 1969, and is often viewed as the beginning of the modern LGBTQIA rights movement; and

WHEREAS, it is important during this month to take the time to reflect on the LGBTQIA rights movement; and

WHEREAS, Individuals who identify in the LGBTQIA community in the United States, the State of Iowa, and Story County have made, and continue to make, vital contributions to the world in every aspect; and

WHEREAS, LGBTQIA Americans have achieved significant milestones, ensuring that future generations of people in the United States will enjoy a more equal and just society;

WHEREAS, We will continue to advocate for protections for all LGBTQIA individuals to make our county a place where all people, regardless of their sexual orientation, gender identity, or gender expression, are treated with dignity and respect;

NOW, THEREFORE, BE IT RESOLVED THAT, We, the Story County Board of Supervisors, do hereby proclaim June 2024 as LGBTQIA+ Pride Month in Story County and encourage citizens to inspire equity, create alliances, celebrate diversity, and establish safe environments in our schools and communities throughout the County.

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE



Work Orders:

Q2 2023, our numbers were:

Location	Work Orders Opened	Work Orders Closed	On-Call
Admin	147	127	0
Group Homes	75	71	1
McFarland	33	26	1
HSC	131	118	0
Justice Center	212	191	7
Animal Control	22	20	0
Engineer	30	27	0
Equip/Vehicles	34	34	0
West Ames Shed	0	0	0
Total	684	614	9

APPROVED

DENIED

Board Member Initials: AKH

Meeting Date: 6-4-24

Q2 2024, our numbers are:

Location	Work Orders Opened	Work Orders Closed	On-Call
Admin	145	153	1
Group Homes	81	84	5
McFarland	23	25	0
HSC	87	96	0
Justice Center	141	141	1
Animal Control	19	27	0
S. 11 th Storage	2	2	0
Engineer	20	25	0
Equip/Vehicles	134	130	3
West Ames Shed	2	2	0
Total	654	685	10

General Information: Facilities staff continues to be very busy taking care of the routine maintenance for all buildings and keeping all equipment and vehicles in good working condition. We had 12 snow days this quarter. ADA Audit and Arch Flash study for all buildings are well underway. Staff have been working on Debris site, getting it ready and staffing it. We have changed over from winter to spring/summer for equipment and buildings.

- Hired Arlene Lopez for 1 of 2 2nd shift Maintenance Technician positions
- Kevin Winchell, 1st shift Maintenance Technician, has retired
- Nikole Dufelmeier will be moving to 1st shift
- Hired Katherine Starling for Maintenance Assistant position

Administration Building:

- New floor has been laid in the SW basement hallway
- Permanent counter barriers project is nearing completion
- LED upgrade complete
- Replaced retaining wall caps on south and west side

Animal Control:

- Nothing to report

Engineer's building:

- Nothing to report

Group Homes:

- Nothing to report

Human Services Center:

- Additional keyless entry has been added for better security

Justice Center:

- Replaced flooring in Master Control

McFarland Park:

- Nothing to report



Iowa Department of Transportation

ROADWAY MAINTENANCE AGREEMENT

INSTITUTION	Iowa State University
AGENCY	_____
COUNTY	Story
CITY	Nevada

This written agreement made and entered into by and between [Story County Board of Supervisors](#), Party of the First Part, and the Iowa Department of Transportation, Party of the Second Part. The parties hereby desire to enter into this roadway maintenance agreement for the following roadway:

[Institutional roads at Iowa State University \(see attached list of roadways\)](#)

1. ROUTINE MAINTENANCE

- A. Party of the First Part will perform the following routine maintenance:
 Winter maintenance such as snow and ice control; Roadside maintenance such as mowing, herbicide application, and maintaining clear channels through and adjoining drainage structures; Pavement maintenance such as patching, joint/crack filling, spot HMA overlays, transverse joint leveling, strip sealing, and edge sealing; Granular surface maintenance of shoulders and roadways such as application and shaping of granular material; Safety appurtenance maintenance such as repair of guardrail and safety grates; Traffic control device maintenance such as replacment of signs and pavement markings;
- B. Party of the First Part will perform the above described routine maintenance in compliance with the Iowa Department of Transportation’s standard maintenance policies and procedures which include, but are not limited to, the Department’s standards for maintenance activities and instructional memorandums. Particularly, Party of the First Part shall comply with:
 Approved DOT policies, design guidance, and adopted national manuals (i.e. - MUTCD).
- C. Party of the Second Part will perform the following routine maintenance:
 None

2. SPECIAL MAINTENANCE

- A. Party of the First Part will perform the following special maintenance:
 Not applicable
- B. Party of the First Part will perform the above described special maintenance in compliance with the Iowa Department of Transportation’s standard maintenance policies and procedures which include, but are not limited to, the Department’s standards for maintenance activities and instructional memorandums. Particularly, Party of the First Part shall comply with:
 Not applicable
- C. Party of the Second Part will perform the following special maintenance:
 Not applicable

3. PAYMENT

- A. It is agreed that payment for the routine maintenance operations will be made after the work has been completed for the fiscal year ending June 30, and payment for maintenance operations will be made after the work has been completed. It is also understood and agreed that the right is reserved by both Parties to review, adjust, or terminate this Agreement at any time, provided however that written notice be given either Party at least thirty days prior to such review, adjustment, or termination.
- B. Payment for routine maintenance at the rate of \$ 2,100.00 per lane mile per year.
Total lane miles 2.50 at \$ 2,100.00 per lane mile = \$ 5,250.00
- C. Payment for special maintenance shall be made as follows:

4. AGREEMENT TIME PERIOD

Beginning Date: 7/1/2024
 Ending Date: 6/30/2025

- 5. Party of the First Part agrees to indemnify and save harmless the Party of the Second Part, the State of Iowa, and its agents or employees from any and all causes of action, suits, at law or in equity, for losses, damages, claims or demands, and from any and all liability and expense of whatsoever nature (including reasonable attorney fees), arising out of or in connection with the execution, performance, or attempted performance of this Agreement and work provided herein.
- 6. If any section, provision or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional.
- 7. Party of the First Part will follow all federal and state laws and regulations with regard to worker safety and the handling and disposal of hazardous waste and/or substances in performing any maintenance task.
- 8. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed addendum or amendment to this Agreement.

Recommended for approval by:

RECOMMENDED FOR APPROVAL:

Story County Board of Supervisors
 (AGENCY) (COUNTY) (CITY) (BOARD)

Darren R. Moon 5-24-24
 Darren R. Moon, P.E. Date

BY [Signature]
 TITLE Chair

6-4-24
 (DATE)

IOWA DEPARTMENT OF TRANSPORTATION

BY _____
 District Engineer

 (DATE)

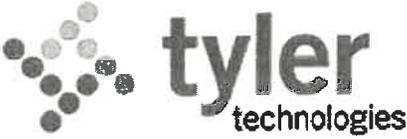
Institutional Roads maintained by Story County for Iowa State University

#070 – in Sec 17 & 20 – T83N – R24W (2 lane gravel road) 0.25 miles of 2 lane = 0.50 miles

#071 – in Sec 20 & 21 – T83N – R25W (2 lane gravel road) 1.00 miles of 2 lane = 2.00 miles

1.25 miles x 2 lane = 2.50

Total 2.50 miles



Remittance:
 Tyler Technologies, Inc
 (FEIN 75-2303920)
 P.O. Box 203556
 Dallas, TX 75320-3556

Invoice

Invoice No	Date	Page
020-152066	05/01/2024	1 of 1

Questions:
 Tyler Technologies- Courts & Justice
 Phone: 1-800-772-2260 Press 2, then 3
 Email: ar@tylertech.com



Bill To: STORY COUNTY SHERIFF'S OFFICE
 900 6TH STREET
 NEVADA, IA 50201

Ship To: STORY COUNTY SHERIFF'S OFFICE
 900 6TH STREET
 NEVADA, IA 50201

Cust No.-BillTo-ShipTo	Ord No	PO Number	Currency	Terms	Due Date
44700 - 11935 - 11935	107972		USD	NET30	05/31/2024

Contract Date	Description	Units	Rate	Extended Price
08/Jun/2014	CivilServe Annual Support Cycle: Start: 08/Jun/2024, End: 07/Jun/2025	1	6,844.26	6,844.26

APPROVED **DENIED**
 Board Member Initials: AKH
 Meeting Date: 6-4-24
 Follow-up action: _____

****ATTENTION****
 Order your checks and forms from
 Tyler Business Forms at 877-749-2090 or
 tylerbusinessforms.com to guarantee
 100% compliance with your software.

Subtotal	6,844.26
Sales Tax	\$0.00
Invoice Total	6,844.26



Story County Planning and Development
Administration Building
900 6th Street, Nevada, Iowa 50201

Ph. 515-382-7245 Fax 515-382-7294
www.storycountyiowa.gov

APPROVED **DENIED**
Board Member Initials: AKH
Meeting Date: 20-4-24
Follow-up action: _____

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Andrea Wagner, Senior Planner
RE: Site development plan for a temporary concrete plant to be located at parcel 14-31-100-225
DATE: June 4, 2024

Mark Gorton, on behalf of Flynn Co. Inc., submitted a zoning permit application for a temporary concrete plant to be located on parcel 14-31-100-225. The parcel is currently in row crop, and the property owner is leasing the land to Flynn Co. Inc. in order for them to place a temporary concrete batch plant at the site. The batch plant will be used for paving of the I-35 expansion.

The property is zoned A-1, Agricultural, and the temporary concrete plant is permitted accessory use to the crop production. Per 86.04, temporary plants cannot be located on a property for more than six months, but a 3-month extension may be granted. We have communicated with the applicant that given the long timeframe for the I-35 project, they will need to apply for extensions.

General Site Planning Standards

The submitted plans were reviewed for conformance with the following sections in Chapter 88 of the Story County Land Development Regulations:

- **88.04 Access Requirements:** The property has an existing access from Highway 210. No new access points are proposed.
- **88.05 Environmental and Natural Resource Standards:** The property does not contain any critical natural resource areas. Topsoil will be stripped and stockpiled, to be later respreads when the land returns to crop production. Additionally, the applicant provided their emergency spill response plan, as well as the air quality permit from the Iowa DNR and the NPDES General Permit No. 3 from the Iowa DNR.
- **88.08 Parking and Circulation Standards:** A designated parking area will be provided for employees on the west side of the site.
- **88.09 Site Lighting:** Flynn Company will use light plants at the site for two weeks of night work. Light plants will be shielded in conformance with Story County Land Development Regulations.

As with all commercial development plans, staff routed the site plan to other County departments for review. No other departments had comments or concerns.



As the site plan meets all requirements in the Story County Land Development Regulations, Planning and Development staff recommend the Board approve the site plan. With the Board's approval of the site plan, staff will issue the zoning permit, with the condition that the applicant apply for an extension in six months.





PERMIT PROJECT
 FILE #: 24-000137
 NEVADA IA 50201
 1431100225



PERMIT #: Z24-000040

Permit Type
Zoning Permit (Building Permit)

Subtype
 Commercial ▼

Work Description:
 Temporary Concrete Batch Plant for IDOT paving project 📄

Applicant
 Flynn Co Inc - Mark Gorton ▼ ...

Status
 Under Review ▼

Valuation
 0.00



FEES & PAYMENTS

Plan Check Fees 80.00

Permit Fees 1.80

Total Amount 81.80

Amount Paid 81.80

Balance Due 0.00

Non-Billable



PERMIT DATES

Application Date
 05/02/2024

Approval Date

Issue Date:

Expiration Date:

Close Date

Last Inspection

PDP Expiration Date

Final Expiration Date

I understand I must contact the County Engineers office for an access permit for a new drive or paving or widening an existing drive. If you are taking access from a subdivision road you do not need an access permit from the Engineers Office and can just check the box. (515-382-7355 or engineerweb@storycountyowa.gov) (Check box below to agree)

I understand

If no address has been assigned to this parcel, please first apply for a 911 permit for this address.

Enter 911 permit number here (EX: N20-000001)

Floodplain permit number (if applicable)

Is applicant a contractor or the property owner?

Contractor



Please provide the following information on your project

Use of Structure

Temporary Concrete Batch Plant for IDOT paving project

Dimensions

12

Height

50

Is this application for a solar energy system

No



Is this for a new dwelling? (Check box if yes)

Anchor Store Square Footage

Apartment Building Square Footage

Auto Sales Square Footage

Auto Service Square Footage

Bank Primary Location with basement Square Footage

Bank Primary Location without basement Square Footage

Bank Drive-Up with basement Square Footage

Bank Drive-Up without basement Square Footage

Banquet/Concert Halls, Gathering Spaces Square Footage

Bed and Breakfast House Value

Bowling Alley Square Footage

Campground Buildings Square Footage

Car Wash - Full Service Square Footage

Car Wash - Self Service Square Footage

Car Wash - Drive Thru Square Footage

Church Square Footage

Convenience Store Square Footage

Day Care Square Footage

Fence Linear Feet

Fertilizer Building Square Footage

Franchise Service Square Footage

Gas Station With Bays Square Footage

Gas Station Without Bays Square Footage

General Office Building (with basement) Square Footage

General Office Building (without basement) Square Footage

Greenhouse With Utilities Square Footage

Greenhouse Without Utilities Square Footage

Grain Storage Crib Type Square Footage

Grain Storage Concrete or Steel Type Square Footage

Grain Storage Flat Storage Square Footage

Grocery Square Footage

Gym Square Footage

Library Square Footage

Lodge or Fraternal building Square Footage

Lumber Storage (office area separate: see item 16) Square Footage

Manufacturing Heavy Square Footage

Manufacturing Light Square Footage

Medical/Dental Office Building (with basement) Square Footage

Medical/Dental Office Building (without basement) Square Footage

Motel/Hotel Square Footage

Motel/Hotel Common Area Square Footage

Nursing Home Square Footage

Restaurant Square Footage

Retail Store Small (one level) Square Footage

Retail Store Large Square Footage

School Square Footage

Shopping Center Neighborhood Square Footage

Shopping Center Regional Square Footage

Storage Shed With Utilities Square Footage

Storage Shed Without Utilities Square Footage

Swimming Pool Square Footage

Theatre Square Footage

Tower Guyed Linear Feet

Tower Monopole Linear Feet

Tower Self Supporting Linear Feet

Warehouse Square Footage

Wastewater Supply Treatment Facility Engineer's construction value/bid

Water Supply Treatment Facility Engineer's construction value/bid

Wind Energy Systems Engineer's construction value/bid

Please check the following boxes to acknowledge:

I will contact my electric provider for setback requirements from electric lines



I understand that a State Electrical Inspection and Permit may be required.

Apply online at <https://iowaelectrical.gov/> or contact Mark Miller with the State Fire Marshal Division Electrical Bureau at 515-210-0832 or mcmiller@dps.state.ia.us.



I understand Story County has erosion control requirements (88.05) that apply to this permit.



I understand if this application is for a new dwelling or adding additional bedrooms to an existing dwelling a septic application must be submitted before zoning permit will be reviewed/approved



Required Attachments

Site Development Plan showing proposed building in relation to property, setbacks, and conformance with Chapter 88 General Site Planning Standards.

Story Zoning Submittal Packet.pdf



Blue Prints/Construction Drawings, attach for all buildings applying for

Story Zoning Submittal Packet.pdf



Additional Documents

Story Zoning Submittal Packet.pdf



Will there be any Tier 2 materials onsite?

No



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

Proof of acknowledgement of property owner (if applicable)

Huxley Plant Site Agreement 2024.pdf



Signature

signature.png



---INTERNAL ONLY---

Add \$100 Violation Fee

Conditions

FEES



FEE	▼	D ▼	QUANTITY	AMOUNT	TOTAL
Zoning Fee					30.00

	QUANTITY	AMOUNT	TOTAL	
Site Plan Review Fee			50.00	
Convenience Fee	1.0	1.8000	1.80	
Plan Check Fees			80.00	
Permit Fees			1.80	
Total Fees			81.80	

 **PAYMENTS**



DATE	TYPE	REFERENCE	NOTE	RECEIPT #	RECEIVED FROM	AMOUNT	
05/03/2024	Credi	8042243231	Z24-(524	Flynn Co I	80.00	
05/03/2024	Credi	8042243231	Conv	525	Flynn Co I	1.80	
Amount Paid						81.80	
Balance Due						0.00	

Flynn Company Inc.

**P.O. Box 327
Dubuque IA 52004**

**PH 563 556 5334
FX 563 556 5068**

Story County Zoning Application
Flynn Company Inc
PO Box 327
Dubuque, Ia 52004

The Flynn Company has been awarded a contract from the Iowa Department of Transportation to pave the south bound portion of I-35 from just north of Ankeny to just North of 315th str. To facilitate this construction Flynn Company proposes to place a portable concrete batch plant on the south side of State Hwy 210 West of the I-35 interchange and directly adjacent to IDOT ROW. This location provides easy access to the project for our batch trucks as well as for incoming material trucks without having to utilize any roads on the counties system. Hwy 210 will be closed in late 2024 for a bridge replacement as part of the project. Approximately 60% of the concrete production will be when Hwy 210 is closed.

The Flynn Company will locate our batch plant in late July and begin paving operations in Mid-August on Stage 1, this will last for about 5 weeks. We will return in late October for Stage 2. The plant will over winter unused at the site and we will return in early Spring 2025 for Stage 3. The final stage will be mid-summer of 2025.

Prior to locating our batch plant Flynn Co will install site appropriate erosion control, strip and stockpile topsoil. We will maintain all applicable IDNR permits including Air Emissions, Storm Water Discharge (NPDES # 3) and Water Use. Upon completion of our portion of construction the plant will be removed, all construction materials and equipment will be haul from site. The site will be scarified, topsoil respread and site returned to the landowner to be placed back into production.

Mark Gorton
Flynn Co Inc
563 599 0288
Mark@Flynncoinc.com

Untitled Map

Write a description for your map.

Legend

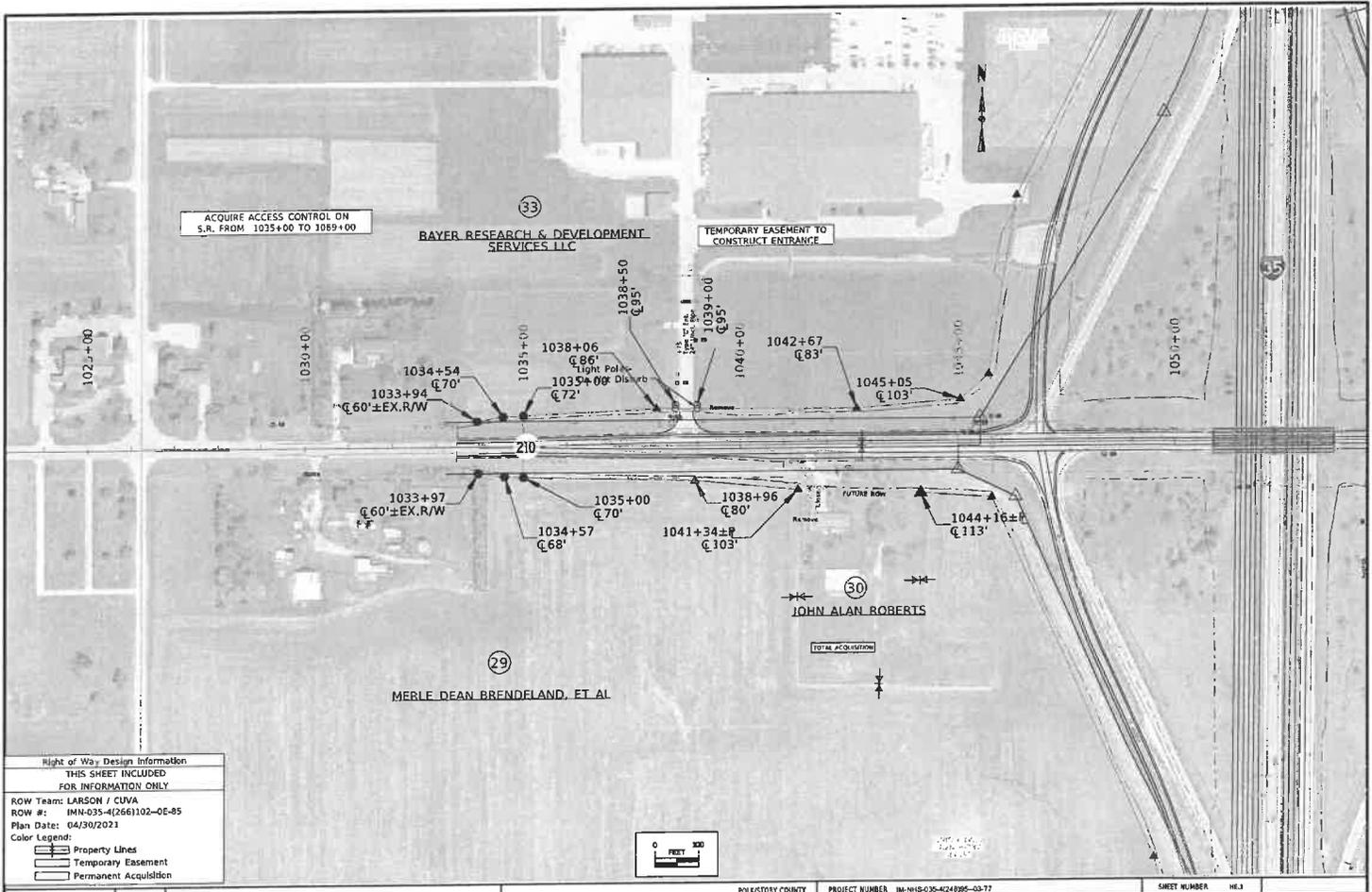
- Feature 1
- Kum & Go
- Palestine Cemetery
- Palestine Lutheran Church
- Proposed Plant Site Huxley



Google Earth

Source: Google Maps satellite imagery

10000 ft



Right of Way Design Information
 THIS SHEET INCLUDED
 FOR INFORMATION ONLY

ROW Team: LARSON / CUVA
 ROW #: IMH-035-4(266)102-OE-05
 Plan Date: 04/30/2021

Color Legend:
 [Solid Line] Property Lines
 [Dashed Line] Temporary Easement
 [Dotted Line] Permanent Acquisition

Untitled Map

Write a description for your map.

Legend

Proposed Plant Site Huxley



Google Earth

Image © 2024 Maxar Technologies

500 ft

POLKSTORY COUNTY

PCC Pavement - Grade and New
IM-NHS-035-4(248)95-03-77

LETTING DATE
2/20/2024



PLANS OF PROPOSED IMPROVEMENT ON THE
PRIMARY ROAD SYSTEM
POLK/STORY COUNTY
PCC Pavement - Grade and New
N of NE 36th St In Ankeny to N of 315th St (SB)

SCALE: As Noted

Refer to the Proposal Form for list of applicable specifications.



REVISIONS

PROJECT IDENTIFICATION NUMBER	TOTAL
15-77-035-040-01	1
PROJECT NUMBER	
IM-NHS-035-4(248)95-03-77	
R.O.W. PROJECT NUMBER	
IM-035-4(248)95-0E-77	
IM-035-4(266)102-0E-85	



INDEX OF SEALS			
SHEET NO.	NAME	TYPE	BID QUANTITY SHEETS
A.1	Kelly C. Bell	Primary Signature Block	C.1-C.4
CD.1	Holdi Lane	Hydraulic Design	CD.1-CD.4
CS.1	Andrew Schweizer	Geotechnical Design	CS.1-CS.4
RC.1	Rachel A. Harris	Landscape Design	RC.1-RC.17

ROADWAY DESIGN

I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Iowa.

Signature: Kelly C. Bell Date: 12/19/2023

Printed or Typed Name: Kelly C. Bell

My license renewal date is December 31, 2023

Pages or sheets covered by this seal: A.1-A.3, B.1-B.19, C.1-C.25, D.1-D.26, E.1-E.13, F.1-F.8, G.1-G.18, H.1-H.17, I.1-I.8, J.1-J.8, K.1-K.10, L.1-L.20, M.1-M.10, N.1-N.10, O.1-O.10, P.1-P.10, Q.1-Q.10, R.1-R.10, S.1-S.10, T.1-T.10, U.1-U.10, V.1-V.10, W.1-W.10, X.1-X.10, Y.1-Y.10, Z.1-Z.10

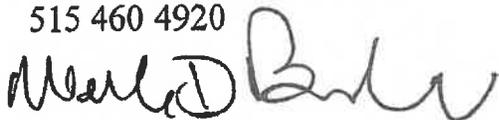
21 April, 2024

Proposed Plant Agreement

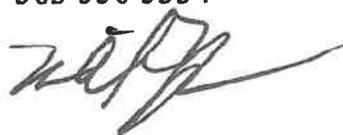
Flynn Company proposes the following agreement in regards to renting land for the purpose of erecting a temporary concrete batch plant on property owned by Brendeland Century Farms. The site is located in the NW ¼ Sec 31 T82N R23W. Flynn Company proposes to rent 5 acres at a site mutually agreed upon by the landowner.

1. Flynn Company will pay Brendeland Century Farms rent in the amount of \$15,000 per acre for 5 acres (\$75000 total) for site rental commencing in 2024 and terminating in 2025. Rent will be paid in full before project begins.
2. Flynn Company will also pay \$1250 per acre (\$6250 total) compensation for the tenant farmer in loss of production of crop for 2024 season.
3. Flynn Co will maintain all applicable IDNR permits relating to the portable plant. These will include but not limited to Air Emissions, Storm Water Discharge and Non Recurring Use of Water.
4. Silt Fence will be installed on the down slope of the site.
5. Flynn Company will also comply with any zoning requirements in Story County as they may apply.
6. Flynn Co will provide Brendeland Century Farms with a Certificate of Insurance naming Brendeland Century Farms as an additional insured.
7. Site will have topsoil stripped and stockpiled.
8. Any damage to farm tile lines resulting from Flynn Company construction activities will be repaired at no cost to landowner.
9. Upon project completion Flynn Co will remove all equipment and construction materials. Compacted areas will be loosened and the entire site will be subsoiled.
10. Silt fence will be removed, topsoil respread, construction access points obliterated and or restored.
11. Field fence will be reinstalled as required by Flynn Company.

Brendeland Century Farms
56116 Hwy 210
Huxley, IA 50124
merlebrendeland@hotmail.com
515 460 4920



Flynn Company
Mike Flynn
Box 327, Dubuque IA 52004
mikef@flynncoinc.com
563 556 5334

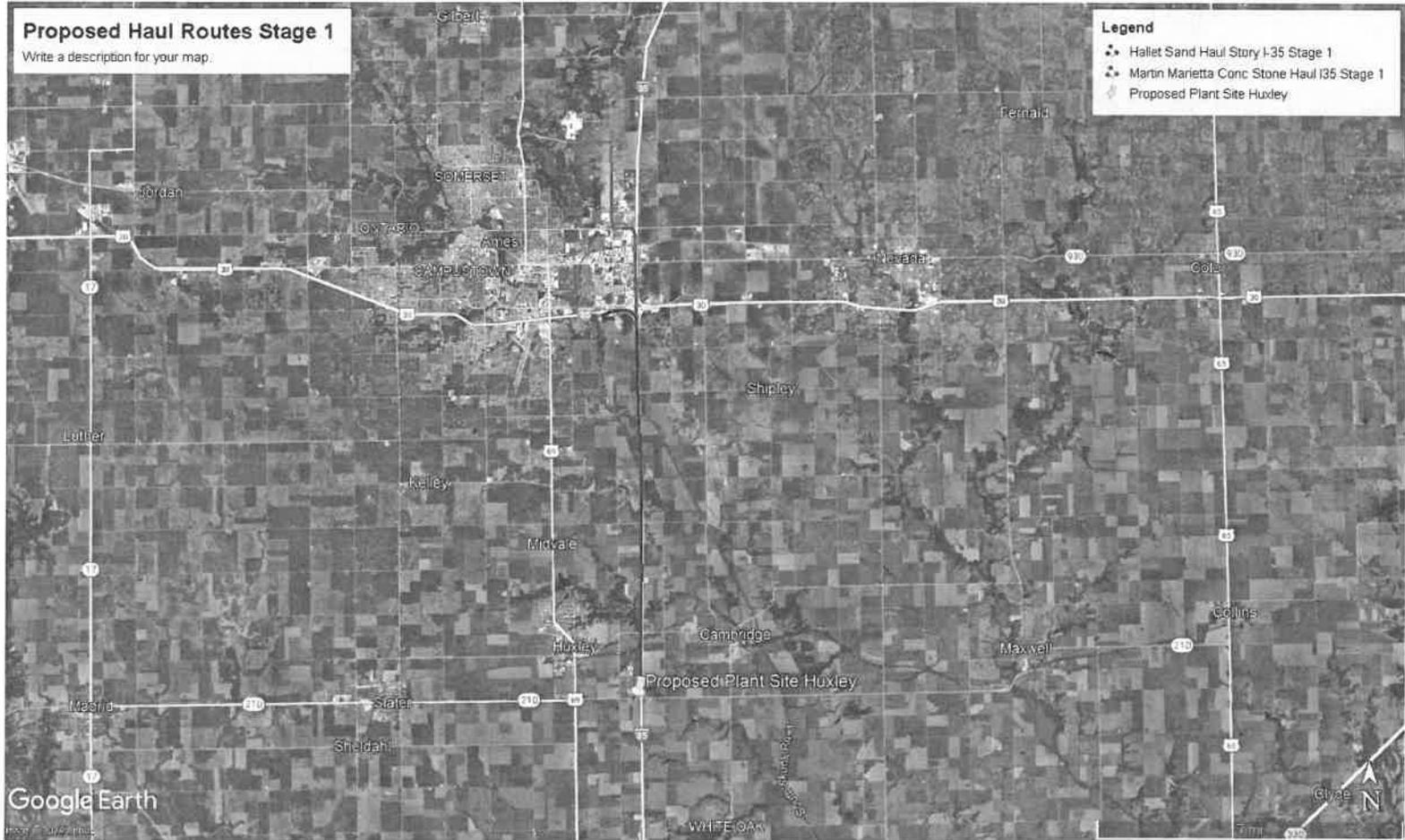


Proposed Haul Routes Stage 1

Write a description for your map.

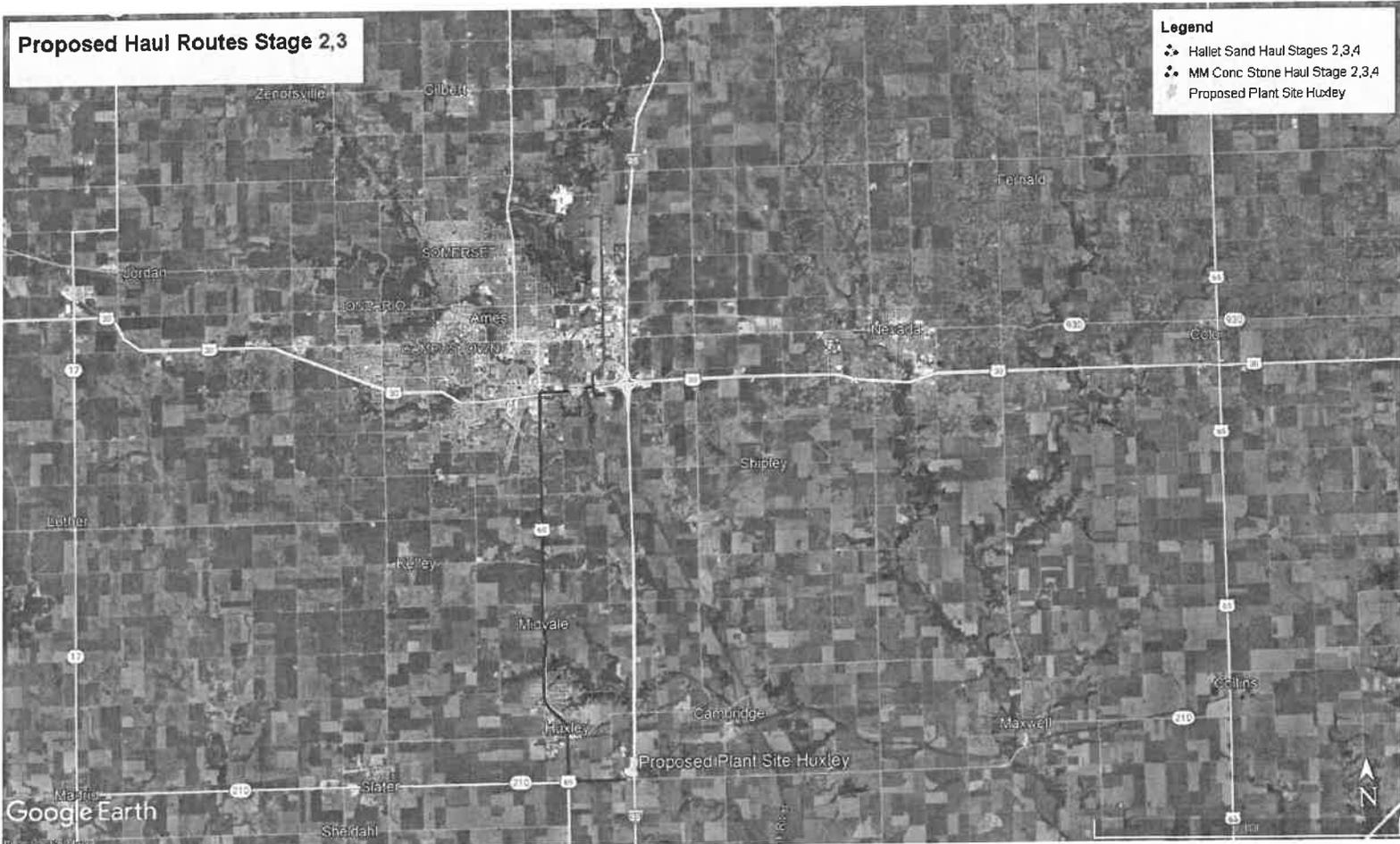
Legend

- Hallet Sand Haul Story I-35 Stage 1
- Martin Marietta Conc Stone Haul I-35 Stage 1
- ◇ Proposed Plant Site Huxley



Proposed Haul Routes Stage 2,3

- Legend**
- ☼ Hallet Sand Haul Stages 2,3,4
 - ☼ MM Conc Stone Haul Stage 2,3,4
 - ☼ Proposed Plant Site Huxley



Spill Prevention & Emergency Response Plan

Flynn Co Inc
562984 Hwy 210
Huxley, IA. 50124
Proposed Plant Site

Emergency Contact Information

<i>Onsite Emergency Contact(s):</i>	Mark Gorton - Primary 563-599-0288	
	Royce Kies- Secondary 563-590-8128	
<i>Emergency Response Contact(s):</i>	Fire/Paramedics/Police/Hazmat:	911
	Spill Reporting IDNR 24 hr Spill Line:	515-725-8694
	Spill Reporting IDNR Field Office 5:	515-725-0268
	Poison Control (24/7)	1-800-222-1222
	National Spill Response Center:	1-800-424-8802
<i>Local Emergency Medical Facility</i>	Mary Greeley Medical Center 1111 Duff Ave Ames, IA.	515-239-2011

Additional Resources:

Material Safety Data Sheets: www.msds-online.com (online database)

<https://www.iowadnr.gov/Environmental-Protection/Land-Quality/Emergency-Planning-EPCRA/Spill-Reporting>

Local Spill Response Contractors:

Hydro-Klean 333 NW 3rd Des Moines IA. 515-283-0500
Response Level A

J Pettiecord Inc 5043 NE22nd St Des Moines IA 515-263-8900
Response Level C-Petroleum/Oil Spills

How to prevent spills:

Hazardous Substance Management: All hazardous substances, including chemical wastes, are to be managed in a way that prevents release. The following general requirements are to be followed. They include:

- *Container Management:*
 - All hazardous substance containers must be in good condition and compatible with the materials stored within.
 - All hazardous substance containers must be accessible and spacing between containers must provide sufficient access to perform periodic inspections and respond to releases.
 - Empty hazardous substance containers (drums) must have all markers and labels removed and the container marked with the word 'empty'.
 - Any spills on the exterior of the container must be cleaned immediately.
 - Flammable materials stored or dispensed from drums or totes must be grounded to prevent static spark.
 - Do not overfill waste drums. 4" of headspace must remain to allow for expansion
 - [Other site-specific practices].

- *Good Housekeeping:*
 - All hazardous substances must be stored inside buildings or under cover;
 - Store hazardous substances not used daily in cabinets, or in designated areas;
 - All chemicals that are transferred from larger to smaller containers must be transferred by use of a funnel or spigot.
 - All hazardous substance containers should be closed while not in use;
 - Use drip pans or other collection devices to contain drips or leaks from dispensing containers or equipment;
 - Implement preventative maintenance activities to reduce the potential for release from equipment;
 - Immediately clean up and properly manage all small spills or leaks;
 - Periodically inspect equipment and hazardous substance storage areas to ensure leaks or spills are not occurring;
 - Use signage to identify hazardous substance storage or waste collection areas;
 - Keep all work areas and hazardous substance storage areas clean and in good general condition.
 - [Other site-specific practices]

- *Secondary containment:*
 - Store all bulk chemicals (≥ 55 gallons) within appropriate secondary containment, or any sized chemical if there is a potential for release to the environment.
 - Secondary containment should be checked periodically, and any spills identified in secondary containment must be immediately cleaned up and removed.
 - [Other site-specific practices]

- **Marking/labeling:**
 - Ensure all hazardous substances, including chemical wastes, are properly marked and labeled in accordance with all federal, state and local regulations.
 - Ensure that hazardous substances transferred to small containers are marked with the chemicals name (example- "Isopropyl Alcohol") and hazard (example- "Flammable").
 - [Other site-specific practices]

Employee Training: All employees must receive periodic training on the proper handling of hazardous substances; spill prevention practices, and emergency response procedures. Training must include a review of the spill prevention and emergency response plan, and a review of location and use of emergency response equipment. Training can be recorded through safety committee meetings, staff training logs, or other equivalent record keeping.

Hazardous Substance Inventory: An inventory must be maintained for all hazardous substance stored in quantity (<55 gallons), and/or list of locations where non-bulk hazardous substances are stored (flammable lockers- shop floor).

Spill Response Equipment: Spill response equipment must be maintained and located in areas where spills are likely to occur. Spill kits should provide adequate response capabilities to manage any anticipated spill or release. The following general requirements are to be followed: They include:

- Stock spill clean up kits that are compatible with the hazardous substances stored on site;
- Locate spill kits in areas where spills are likely to occur (loading docks, chemical storage areas, locations where hazardous substance are being transferred);
- Spill kits should be sized to managing an anticipated release (spill equal to the largest container);
- Emergency response equipment should be inspected periodically to ensure that the spill kit is complete.

Spill Response, First Aid Equipment and Fire Alarm Location(s):

Locations	Spill Equipment Content/Inventory
Plant Control Trailer	40gl- Spill Kit including 65-gl over pack drum, universal adsorbent socks, pillows and pads, personal protective equipment, non-sparking shovel, disposable bags and ties & Emergency Response Guidebook.
Plant Control Trailer	First Aid Kit / Fire Extinguisher
Plant Lab Trailer	First Aid Kit / Fire Extinguisher
All Company Trucks	First Aid Kit / Fire Extinguisher

Emergency Response Plan:

The Emergency Response Plan is a facility specific plan for dealing with emergencies and shall be implemented immediately whenever there is a fire, explosion, or release of a hazardous substance that threatens human health or the environment. The emergency response plan shall be reviewed and immediately amended whenever:

- The plan fails in an emergency;
- The facility changes in its design, construction, operation, maintenance, or other circumstances in a way that increases the potential for fire, explosions, or release of a hazardous substance;
- The list of emergency contacts change; or
- The list of emergency equipment changes.

Response actions in the event of a spill or release:

In the event of a hazardous substance spill or release, immediately take the following measures to keep the spill from entering sewer or storm drains, spreading off-site, or affecting human health. In all cases caution and common sense must be maintained with the primary goal being to prevent and/or limit personal injury.

Stop, contain, and clean up the chemical spill if:

- The spilled chemical and its hazardous properties have been identified;
- The spill is small and easily contained;
- Responder is aware of the chemicals' hazardous properties.

If a spill cannot be controlled or injuries have occurred due to the release the following procedures should be implemented:

- Summon help or alert others of the release;
- Evacuate immediate area, and provide care to the injured - Call 911;
- If potential fire or explosion hazards exist initiate evacuation procedures - Call 911;
- Respond defensively to any uncontrolled spills:
 - Use appropriate personal protective equipment when responding to any spill;
 - Attempt to shut off the source of the release (if safe to do so);
 - Eliminate sources of ignition (if safe to do so);
 - Protect drains by use of adsorbent, booms or drain covers (if safe to do so).
- Notify onsite emergency contact(s);
- Notify other trained staff and/or [emergency response contractor] to assist with the spill response and cleanup activities;
- Coordinate response activities with local emergency personnel (fire/HAZMAT);
- Be prepared to provide MSDS information to fire department, EMT, hospital or physician;
- Notify appropriate agency if a release has entered the environment. Refer to Notification and Reporting section for reporting thresholds.

Evacuation Procedures:

In the event of a hazardous substance release that has the potential for fire, explosion or other human health hazards the following procedures will be implemented:

- Facility staff will be notified of evacuation by one or more of the following method(s): **[Verbal, Intercom, Portable Radio, Alarm, Other]**.
- Notification to emergency services will be performed- Call 911.
- Facility staff will follow predetermined evacuation routes and assemble at designated areas. Evacuation maps must be displayed throughout the facility.
- Individuals responsible for coordinating evacuations must confirm if the business has been completely evacuated.
- Facility staff will be made familiar with evacuation procedures during new employee orientation, and annual trainings thereafter.
- Designated emergency response contacts will coordinate all activities with outside emergency personnel.

Spill Cleanup and Disposal:

In the event of a hazardous substance release spill cleanup materials are to be properly characterized to determine if it designates as dangerous waste. The designated onsite emergency contact, with the assistance of **[waste disposal vendor]** and other resources will determine the wastes status prior to disposal.

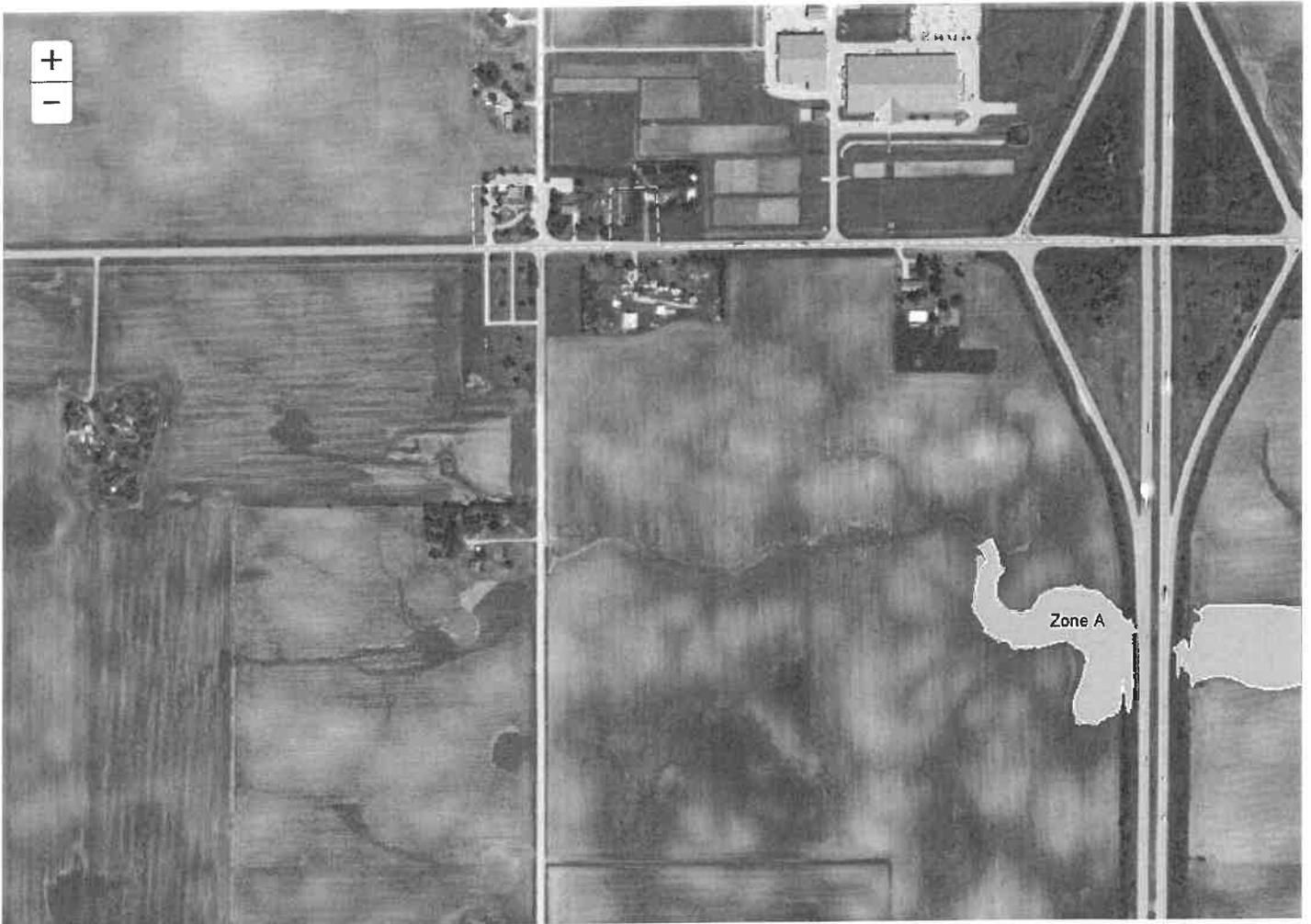
Reporting a Release:

If a hazardous substance spill has been released to soil, surface water, drains or air the following notifications (within 24-hours) must be performed:

- **Fire Department** (any release that poses an immediate threat to human health, property or the environment).
- **IDNR Environmental Emergency Reporting Hotline:** Iowa state law requires all oil and hazardous substance releases to be reported to the IDNR AND local law enforcement within 6 hours of discovery of discharge.
- **National Response Center** (release of oil or fuel to surface water, or a release of a chemical with an established Reportable Quantity-RQ).

When reporting a release prepare to provide the following information (use spill report form):

- Your name and telephone number from where you are calling;
- Exact address of the release or threatened release;
- Date, time, cause and type of incident (fire, air release, spill, etc.)
- Material and quantity of the release, to the extent known;
- Current condition of the facility;
- Extent of injuries, if any; and
- Possible hazards to the public health and/or environment outside of the facility.



4/25/24, 9:35 AM

Iowa DNR - Flood Plain



STATE OF IOWA

TERRY E. BRANSTAD, GOVERNOR
KIM REYNOLDS, LT. GOVERNOR

DEPARTMENT OF NATURAL RESOURCES
CHUCK GIPP, DIRECTOR

PERMIT ISSUANCE

July 16, 2015

CERTIFIED MAIL

Mark Gorton
Project Manager
Flynn Company Inc.
PO Box 327
Dubuque, IA 52004

Re: IDNR Project: 15-186; Plant Number: PP-80-000; Flynn Company Inc.
Issuance of Air Quality Construction Permits

Dear Mr. Gorton:

This letter transmits the attached construction permits issued to Flynn Company Inc. in response to the permit application first submitted to the Iowa DNR's Air Quality Bureau on May 29, 2015, and later updated on July 15, 2015. This application was submitted to request pre-construction approval for a new portable concrete batching plant.

The attached Table A describes the equipment evaluated under Project No. 15-186. It is the Department's understanding that the application reflects accurate and complete information.

Based on the information submitted in your application, the Department has made the following determinations:

A. Facility's Air Classifications

1. The new portable concrete batching plan associated with Plant No. PP-80-000 is classified as a minor source with regard to the Title V Operating Permit (Title V) program.
2. The new portable concrete batching plan associated with Plant No. PP-80-000 is classified as a minor source with regard to the Prevention of Significant Deterioration (PSD) program.
3. The emission units evaluated under Project Number 15-186 are classified as portable equipment. Prior to relocating this portable equipment to a new location, the permittee shall notify the Department as specified in Permit Condition 8 – *Notification, Reporting, and Recordkeeping*. For your convenience, a "*Notice of Relocation of Portable Equipment*" is enclosed with this letter. You may also find this form at the Department's Air Quality Website.

{CPCP;PP80000;07162015;15186;

B. New Source Performance Standards

1. The emission units evaluated under Project Number 15-186 are not affected emission units under the federal standards of performance for new stationary sources, as defined in Title 40 of the Code of Federal Regulations (CFR) Part 60, because there are no applicable categories at this time.

C. National Emission Standards for Hazardous Air Pollutants

1. The emission units evaluated under Project Number 15-186 are not affected emission units under the federal standards for hazardous air pollutants for source categories, as defined in 40 CFR Part 63, because there are no applicable categories at this time.

D. Stack Testing

1. Stack testing for EP-MIX is waived at this time. However, the Department reserves the right to request that this emission point be tested at a later time.

Please review your construction permits so that you understand what is required to remain in compliance. Of particular importance are the "Operating Limits" (Permit Condition 14) and the "Operating Condition Monitoring" (Permit Condition 15).

When requesting future modifications to any of these permits, please use the permit numbers included in this letter and your plant number (PP-80-000) for identification.

Should you have any questions regarding these permits, please contact Rachel Quill at Rachel.Quill@dnr.iowa.gov or at (515) 725-9556.

Sincerely,



Christopher Roling, P.E.
Senior Environmental Engineer
Air Construction Permitting
Air Quality Bureau, IDNR

Enclosures – Air Construction Permits 15-A-351, 15-A-352, and 15-A-353
Notice of Relocation of Portable Equipment

cc: Field Offices 1 through 6 - w/ Air Construction Permits 15-A-351, 15-A-352, and 15-A-353

TABLE A

<u>Emission Point</u>	<u>Description</u>	<u>Control</u>	<u>Testing</u>	<u>IDNR Permit Number</u>	<u>Action</u>
EP-BIN	Aggregate Storage Bin Compartment (EU-1)	None	No	15-A-351	Issued
	Sand Storage Bin Compartment (EU-2)				
EP-BATCH	Aggregate and Sand Batcher (EU-3)	None	No	15-A-352	Issued
EP-MIX	Cement Silo Compartment (EU-4)	Cartridge Filters (CE-1)	No	15-A-353	Issued
	Fly Ash Compartment (EU-5)				
	Cement Batcher (EU-6)				
	Central Mixer (EU-7)				



DEPARTMENT OF NATURAL RESOURCES
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES)
NOTICE OF GENERAL PERMIT COVERAGE UNDER
GENERAL PERMIT NO. 3

**STORM WATER DISCHARGE ASSOCIATED WITH CONSTRUCTION ACTIVITY FOR
ASPHALT PLANTS, CONCRETE BATCH PLANTS, ROCK CRUSHING PLANTS, AND
CONSTRUCTION SAND AND GRAVEL FACILITIES**

This notice of general permit coverage for a storm water discharge associated with construction activity is issued pursuant to the authority of section 402 (b) of the Clean Water Act (U.S.C. 1342(b)), Iowa Code 455B.174, and subrule 567--64.4(2), Iowa Administrative Code. A Notice of Intent has been filed with the Iowa Department of Natural Resources that this storm water discharge complies with the terms and conditions of NPDES General Permit No. 3. Authorization is hereby issued to discharge storm water associated with industrial activity as defined in Part VIII of the Iowa Department of Natural Resources NPDES General Permit No. 3 in accordance with the terms and conditions set forth in the permit.

Owner:

**THE FLYNN COMPANY INC
800 JULIEN DUBUQUE DR
DUBUQUE IA 52004-0327
(563)556-5334**

Contact:

**MARK GORTON
THE FLYNN COMPANY, INC.
800 JULIEN DUBUQUE DR. PO BOX 327
DUBUQUE IA 52004-0327
(563)556-5334**

Permit Coverage Issued To:

**THE FLYNN COMPANY - MOBILE FACILITY
1800' EAST OF W18TH ST. ON W F AVE.
in NEVADA, STORY COUNTY
located at**

1/4 Section	Section	Township	Range
NW	12	83N	23W

**Coverage Provided Through: 10/1/2027
NPDES Permit Discharge Authorization Number: 3984 - 3821
Discharge Authorization Date: 4/19/1999**

Project Description: 4/1/2020 - 8/1/2020

RECEIVED

MAY 24 2024

STORY COUNTY
BOARD OF SUPERVISORS

**Story County
Provider and Program Participation Agreement**

THIS AGREEMENT (the Agreement), entered into this First day of July, 2024 is by and between **Story County** and **Central Iowa Retired Senior Volunteer Program** (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: Sandra King

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:

Central Iowa RSVP

503 Elm Ave.

Story City, Iowa 50248

Attention: Kalen Peterson

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

COUNTY:

By: Lisa K Heddens

Print Name: Lisa K. Heddens

Print Title: Story County Board of Supervisors

Date: 6-4-24

PROVIDER:

By: Kalen Petersen

Print Name: Kalen Petersen

Print Title: Director

Date: 5-6-2024

ATTACHMENT A

SERVICE DEFINITIONS AND RATES

FISCAL YEAR: 2025

Central Iowa Retired Senior Volunteer Program

Central Iowa Retired Senior Volunteer Program			
Service Description	Not to Exceed	Unit of Service	Rate
Volunteer Management for 55+	\$22,696.00	1 Volunteer Hour	\$5.17
Disaster Services - Vol Mgmt for Emergencies	\$1,800.00	1 Staff Hour	\$46.63
Transportation - Volunteer Driver Program	\$7,600.00	One Way Trip	\$21.27



**STORY COUNTY
BOARD OF SUPERVISORS**

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

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

May 30, 2024

Story County Board of Supervisors
900 6th Street
Nevada, IA 50201

RE: ASSET FY24 Contract Amendment – The Salvation Army (TSA)

Dear Board of Supervisors,

Attached is the contract amendment to add funding for Emergency Shelter services in the amount of \$40,000 (part of the approved funds set aside for the RFP), requested by TSA and approved by the Board at its 5/7/24 meeting. At that meeting, I noted that the contract amendment would be placed on the Board's agenda when signed by the agency.

The amendment is attached.

Respectfully,

A handwritten signature in blue ink, appearing to read "Sandra King".

Sandra King
Director of External Operations and County Services

Attachments
Contract Amendment (2 copies)

**Story County
Provider and Program Participation Agreement
Amendment No. 1**

1. This amendment is entered into this _____ day of May, 2024 is by and between Story County and The Salvation Army (Provider), parties to the original agreement effective 7/1/23 (effective date).

2. The agreement is amended as follows: Attachment A is removed and replaced in its entirety with the following attachment A:

Amendment Effective _____

ATTACHMENT A

**SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2024**

The Salvation Army

Service Description	Unit of Service	Rate
See Attachment A as revised	See Attachment A as revised	See Attachment A as revised

3. All other terms and conditions of the Agreement identified in the caption hereof shall remain in full force and effect except as specifically modified by this amendment. If there is conflict between this amendment and the agreement, the terms of this amendment will prevail.

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

STORY COUNTY:

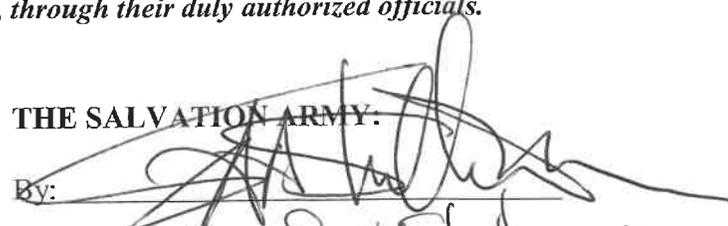
By: 

Print Name: Lisa Heddens

Print Title: Chair, Story County Board of Supervisors

Date: 6-4-24

THE SALVATION ARMY:

By: 

Print Name: Major Scott Shelbourn

Print Title: Divisional Commander

Date: 20 MAY 2024

Amendment Effective _____

ATTACHMENT A

**SERVICE DEFINITIONS AND RATES
FISCAL YEAR: 2024**

The Salvation Army

Service Description	Unit of Service	Rate
Disaster Services Not to Exceed \$2,000	1 Staff Hour	\$445.00
Food Pantry Not to Exceed \$15,000	1 Client Contact	\$221.43
Food Pantry Local Option Not to Exceed \$1,500	1 Client Contact	\$221.43
Emergency Shelter Services (Hotel Voucher Program) Not to Exceed \$40,000	1 24 Hour Period of Food and Shelter	\$103.15



ORDER FORM
Order Type: Amendment
Date: 30 May, 2024

Quote#: Q-259919
Expires: 27 Jun, 2024
Sales Executive: Joe Puccini
Effective Date: Effective as of the date of last signature of this Order

Customer Legal Name:
County of Story

Ship To: County of Story
900 6TH ST
NEVADA, IA 50201-2093 USA

Customer Legal Address:
900 6TH ST, NEVADA, IA 50201-2093 USA

Bill To: County of Story
900 6TH ST
NEVADA, IA 50201-2093 USA

Bill To Contact:

Ship To Contact: Alissa Wignall

Ship to Phone: (515) 382-7204
Ship to Mobile:
Contact: Alissa Wignall
Email: awignall@storycountyiowa.gov

Currency: USD
Customer PO Number:
Solution ID: 6202652
Term: Co-Term
Uplift Percent: 4 %

Shipping Terms: Shipping Point
Ship Method: FedEx Ground
Freight Term: Prepay & Add
Renewal Term: 12 months
Payment Terms: Net 30 Days

Billing Start Date: September 1, 2024

Subscription Services
Billing Frequency: Monthly in Arrears

Subscription Services	Quantity	PEPM	Monthly Price
UKG READY PAYROLL	300	USD 4.20	USD 1,260.00
Total Price			USD 1,260.00



One Time Setup Fee

Billing Frequency: Billed 100% upon signature of the order form

Item	Total Price
One Time Setup Fees	USD 4,500.00

Quote Summary

Item	Total Price
Minimum Monthly SaaS Service & Equipment Rental Fee	USD 1,260.00

Item	Total Price
Minimum Annual SaaS Service & Equipment Rental Fee	USD 15,120.00

Item	Total Price
Total One Time Fees	USD 4,500.00

Order Notes:

GENERAL TERMS:

This Order is subject to and governed by the terms and conditions of UKG's Master Services Agreement ("Agreement") located at: www.ukg.com/msa

Despite the terms provided for in Section 7.1 UKG agrees to notify Customer no later than ninety (90) days in advance of the renewal term.

Despite the terms provided for in 9.1 of the Agreement, the Parties agree to relace 9.1 in its entirety as follows:

9.1 Monetary Cap. EXCEPT WITH RESPECT TO (I) UKG'S INDEMNIFICATION OBLIGATIONS IN 8.1 OF THIS AGREEMENT, AND (II) UKG'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN CONNECTION WITH THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT DURING ANY TWELVE (12) MONTH CONTRACT TERM (BEGINNING ON THE EFFECTIVE DATE OF THE APPLICABLE ORDER), UKG'S TOTAL AGGREGATE LIABILITY FOR ANY AND ALL CLAIMS IN CONNECTION WITH ANY SERVICE SHALL IN NO EVENT EXCEED ONE AND A HALF TIMES (1.5X) THE AMOUNT PAID OR PAYABLE BY CUSTOMER TO UKG DURING SUCH TWELVE (12) MONTH CONTRACT TERM FOR THE SERVICE GIVING RISE TO SUCH CLAIM(S).

Despite the terms provided in 10.1 of the Agreement, the Parties agree that the Agreement is governed by the laws of Iowa and the Parties agree to submit to exclusive venue in Story County, Iowa or the United States District Court for the Southern District of Iowa, if applicable. The remainder of 10.1 remains unchanged.

Despite the terms provided for in Section 10.8 of the Agreement, 10.8 is hereby omitted in its entirety.

All versions of the Master Services Agreement, including the version effective as of the Effective Date of this Order and prior versions, can be found at: www.ukg.com/global-msas

Equipment sold (or rented) to Customer under this Order, and any related Equipment Support Services, shall be further subject to and governed by the terms and conditions set forth in the Equipment Addendum located at: www.ukg.com/equipment-addendum

All versions of the Equipment Addendums, including the version effective as of the Effective Date of this Order and prior versions, can be found at:
<https://www.ukg.com/global-equipment-addendums>

UKG will provide the Services in accordance with the Services Descriptions and Statements of Work located at:
www.ukg.com/services-descriptions

UKG will provide the Support Services in accordance with the UKG Support Policy located at:
www.ukg.com/saas-support-policies-and-services

Customer's use of the Subscription Services is further subject to the Acceptable Use Policy located at:
www.ukg.com/acceptable-use-policy

All Customer Data (as defined in the Agreement) will be secured and protected as set forth in the Technical and Organizational Measures of UKG's Data Processing Addendum. Any personal data provided to UKG through the Subscription Services will be processed in accordance with UKG's Data Processing Addendum located at:
www.ukg.com/ukg-unified-dpa

The applicable Subscription Fees are due monthly in arrears based on the actual number of employees subject to the Minimum Quantity as set forth in this order and invoiced following the end of each month commencing on the Billing Start Date. Customer agrees that UKG shall direct debit its designated bank account for the applicable invoice amount in the month the invoice is due.

The monthly subscription amount (number of employees multiplied by the applicable Subscription Fee) may increase or decrease if the number of employees increases or decreases, but in no event shall the monthly Subscription Fee be calculated on less than the Monthly Minimum Quantity above.

IN WITNESS WHEREOF, the parties have caused this Order to be executed by their authorized representatives and shall be effective as of the date of the last signature below.

County of Story	Kronos SaaShr, Inc.
Signature:	Signature:
	<p>DocuSigned by: <i>Erica Bukowski</i> 93A063ADEBCA41A...</p>
Name:	Name:
<u>Lisa K. Heddens</u>	<u>Erica Bukowski</u>
Title:	Title:
<u>Chair</u>	<u>Sr. Order Processing Analyst</u>
Date:	Date:
<u>6-4-24</u>	<u>5/30/2024 4:06 PM EDT</u>
<p>The monthly price on this Order has been rounded to two decimal places for display purposes. As many as eight decimal places may be present in the actual price. Due to the rounding calculations, the actual price may not display as expected when displayed on your Order. Nonetheless, the actual price on your invoice is the true and binding total for this Order for purposes of amounts owed for the term.</p>	

023

INVOICE

Chronolog
5923 Vandegrift Ave
Rockville, MD 20851

info@chronolog.io
+1 (301) 335-3994
https://chronolog.io



chronolog

Story County Conservation

Bill to

Jerry Keys

Story County Conservation

56461 180th St.

Ames, Iowa 50010-9451

Ship to

Jerry Keys

Story County Conservation

56461 180th St.

Ames, Iowa 50010-9451

Invoice details

Invoice no.: R2405236395

Terms: Net 30

Invoice date: 05/23/2024

Due date: 06/22/2024

APPROVED **DENIED**

Board Member Initials: AKH

Meeting Date: 6-4-24

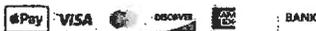
Follow-up action: _____

#	Date	Product or service	Description	Qty	Rate	Amount
1.		1 Year of Service	SCC102 1x 1-Year Service 5/16/2024 - 5/16/2025 Service Id: 17eeb30e-c371-4157-ac59-adc87cf67714	1	\$170.00	\$170.00
2.		1 Year of Service	SCC101 1x 1-Year Service 5/16/2024 - 5/16/2025 Service Id: 6868eeb1-f493-48e9-b08d-27b73767cdcc	1	\$170.00	\$170.00
3.		1 Year of Service	SCC103 1x 1-Year Service 5/16/2024 - 5/16/2025 Service Id: 1c51e7d0-b305-4c6a-94ef-60ee8a489c7e	1	\$170.00	\$170.00

Total

\$510.00

Ways to pay



Pay invoice

STORY COUNTY UTILITY PERMIT

Date 5/30/24

Phase 1 - Shipley to Maxwell

To the Board of Supervisors, Story County, Iowa:

The Huxley Communications Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at Huxley, Iowa, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Fiber Optics on secondary route Many, See Attached, from Shipley to Maxwell, a distance of 11 miles. Plus off shoots

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 5/24/2024

Precision Underground Utilites - Zak Keninger
Name of Company (Applicant - Permittee)

by  515-597-2020
Phone no.

Recommended for Approval:

Date 5-30-24

 515-382-7355
County Engineer Phone no.

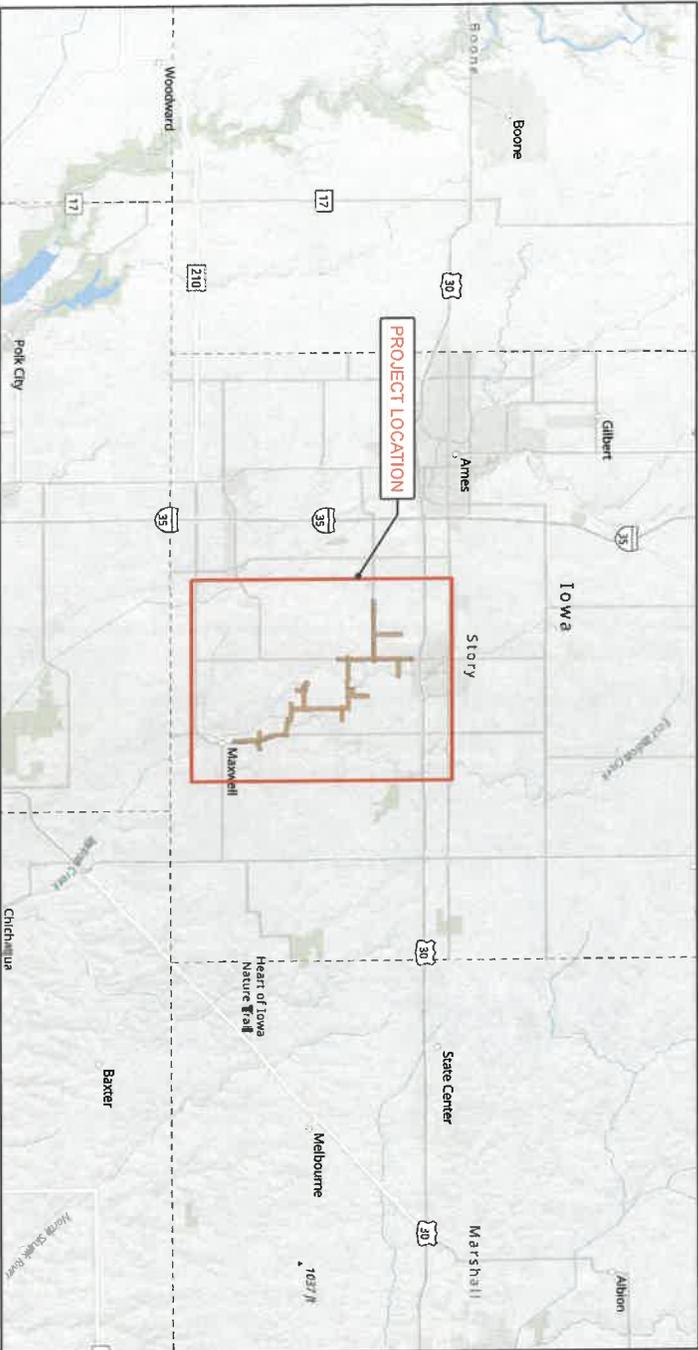
Approved:

Date 6-4-24


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.

**CONSTRUCTION PLANS FOR
 HUXLEY COMMUNICATIONS - NOFA 7
 STORY COUNTY COUNTY PHASE 1 - SHIPLEY TO MAXWELL
 PRECISION UNDERGROUND UTILITIES, LLC
 STORY COUNTY**



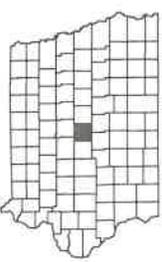
INDEX OF SHEETS

1	TITLE SHEET
2-3	SITE OVERVIEW
4-143	PLANS



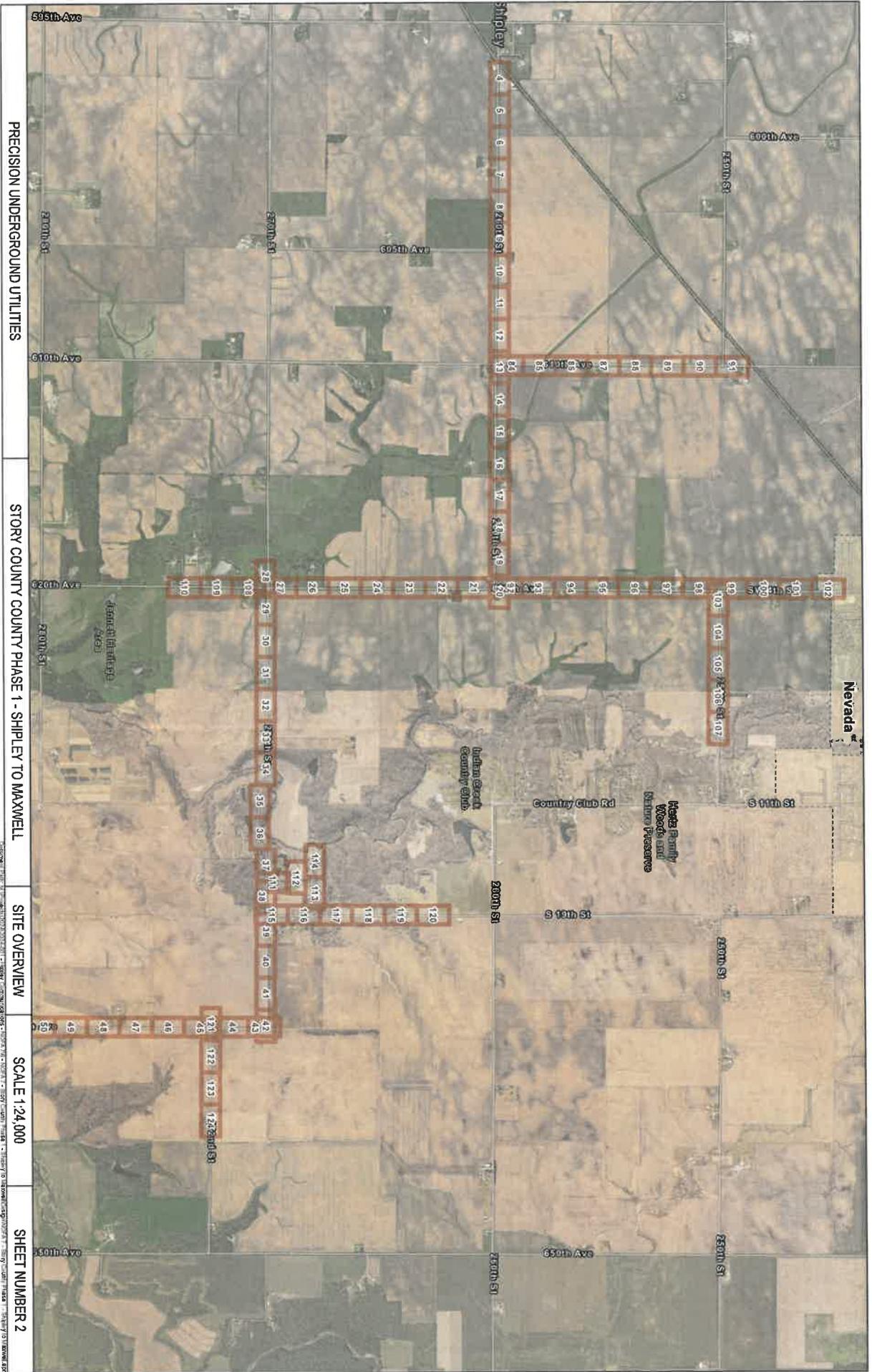
precision
 UNDERGROUND UTILITIES

PO BOX 409
 309 S. WATER STREET
 CAMBRIDGE, IA 50046
 PHONE (515) 597-4004
 WWW.PRECISIONUNDERGROUNDIA.COM



IOWA
 ONE CALL
 1-800-292-9989

NOTE: THE PLAN LOCATIONS OF UNDERGROUND AND AERIAL UTILITIES, WHEN SHOWN, ARE APPROXIMATE ONLY. IN ADDITION, A PORTION OF UTILITY INFORMATION MAY NOT HAVE BEEN PROVIDED. ALL UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTRACTING UTILITIES AND LOCATION SERVICES AND SCHEDULING THE LOCATION OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL ALSO CONTACT ANY AND ALL UTILITIES AND LOCAL GOVERNMENT AGENCIES NOT PARTICIPATING IN LOCATION SERVICES.



PRECISION UNDERGROUND UTILITIES

STORY COUNTY COUNTY PHASE 1 - SHIPLEY TO MAXWELL

SITE OVERVIEW

SCALE 1:24,000

SHEET NUMBER 2

DATE: 11/15/2024 11:58:11 AM PROJECT: STORY COUNTY PHASE 1 - SHIPLEY TO MAXWELL SHEET NUMBER 2

Date 5/30/24

STORY COUNTY UTILITY PERMIT

Phase 2 - Maxwell Northeast

To the Board of Supervisors, Story County, Iowa:

The Huxley Communications Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at Huxley, Iowa, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Fiber Optics on secondary route Many, See Attached, from Maxwell to Maxwell - Notheast, a distance of 8 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

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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 5/24/2024

Precision Underground Utilites - Zak Keninger
Name of Company (Applicant - Permittee)

Zak Keninger 515-597-2020
by Phone no.

Recommended for Approval:

Date 5-30-24

Dawn Man 515-382-7355
County Engineer Phone no.

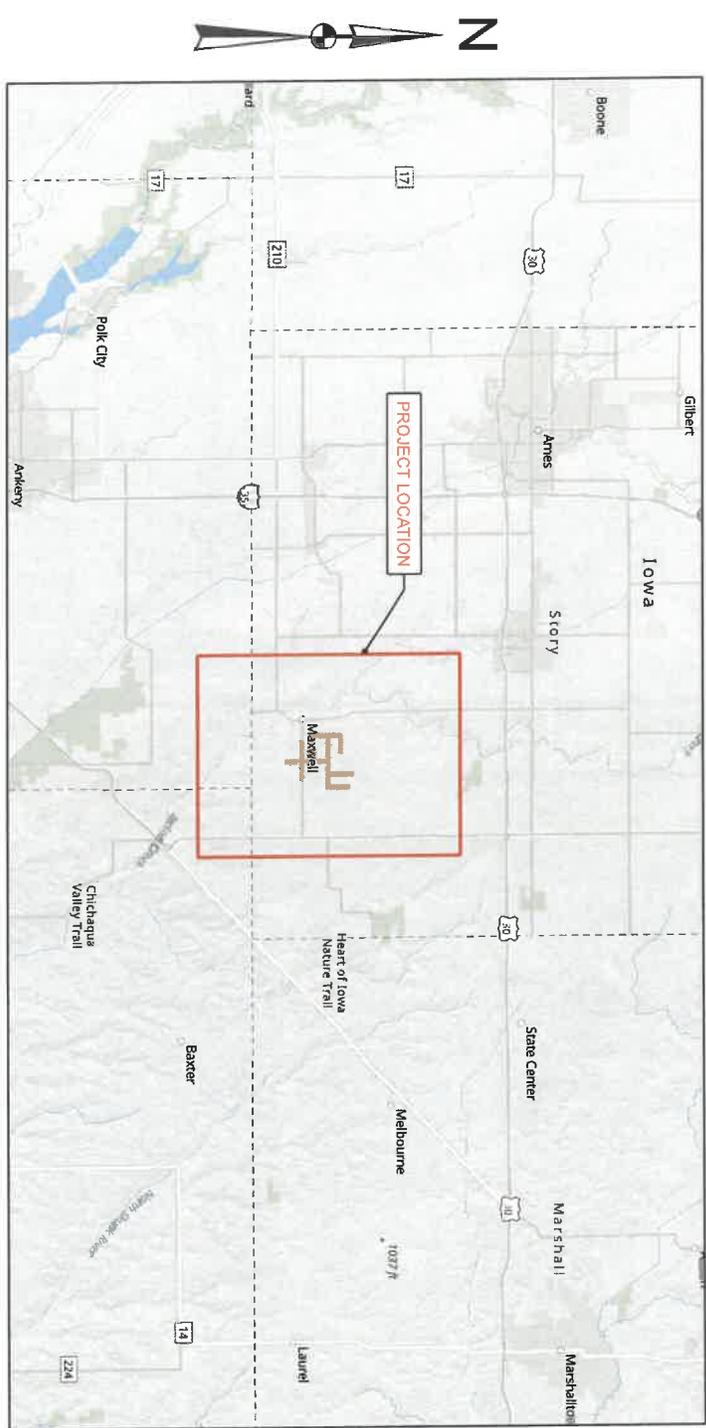
Approved:

Date 6-4-24

Link Heddens
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.

CONSTRUCTION PLANS FOR HUXLEY COMMUNICATIONS - NOFA 7 STORY COUNTY PHASE 2 - MAXWELL NORTHEAST PRECISION UNDERGROUND UTILITIES, LLC STORY COUNTY



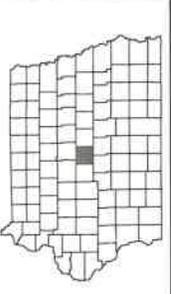
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precision
 UNDERGROUND UTILITIES

PO BOX 409
 309 S. WATER STREET
 CAMBRIDGE, IA 50046
 PHONE (515) 597-4004
 WWW.PRECISIONUNDERGROUNDIA.COM




IOWA ONE CALL
 1-800-292-9369

NOTE: THE PLAN LOCATIONS OF UNDERGROUND AND AERIAL UTILITIES WHEN SHOWN ARE APPROXIMATE ONLY. IN ADDITION, A PORTION OF UTILITY INFORMATION MAY NOT HAVE BEEN PROVIDED. ALL UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTRACTING UTILITIES AND LOCATOR SERVICES AND SCHEDULING THE LOCATION OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL ALSO CONTACT ANY AND ALL UTILITIES AND LOCAL GOVERNMENT AGENCIES NOT PARTICIPATING IN LOCATION SERVICES.

STORY COUNTY UTILITY PERMIT

Date 5/30/24Phase 3 - Iowa Center Northeast

To the Board of Supervisors, Story County, Iowa:

The Huxley Communications Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at Huxley, Iowa, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Fiber Optics on secondary route Many, See Attached, from Iowa Center to North of Iowa Center, a distance of 14 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 5/24/2024

Precision Underground Utilites - Zak Keninger
Name of Company (Applicant - Permittee)

by  515-597-2020
Phone no.

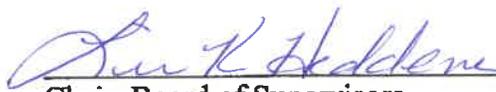
Recommended for Approval:

Date 5-30-24

 515-382-7355
County Engineer Phone no.

Approved:

Date 6-4-24


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.

1-09

Permit Number 24-7688

Date 5/30/24

STORY COUNTY UTILITY PERMIT
Phase 4-1 Cambridge Northeast

To the Board of Supervisors, Story County, Iowa:

The Huxley Communications Company, incorporated under the laws of Iowa, authorize to do business within the State of Iowa, with its principal place of business at Huxley, Iowa, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Fiber Optics on secondary route Many, See Attached, from Cambridge to Near Shipley, a distance of 23 miles. Plus off shoots

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 5/28/2024

Precision Underground Utilites - Zak Keninger

Name of Company (Applicant - Permittee)

by  515-597-2020
Phone no.

Recommended for Approval:

Date 5-31-24

 515-382-7355
County Engineer Phone no.

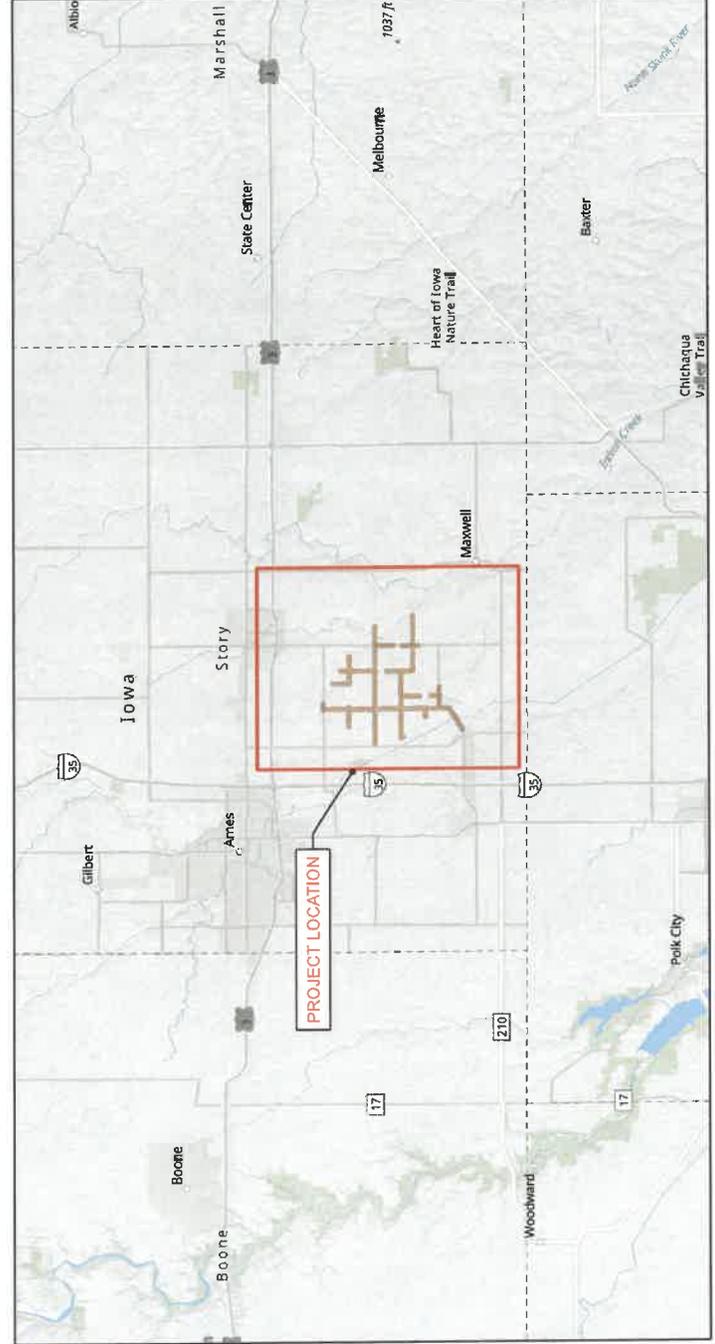
Approved:

Date 6-4-24


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.

**CONSTRUCTION PLANS FOR
 HUXLEY COMMUNICATIONS - NOFA 7
 STORY COUNTY PHASE 4-1 - CAMBRIDGE NORTHEAST
 PRECISION UNDERGROUND UTILITIES, LLC
 STORY COUNTY**

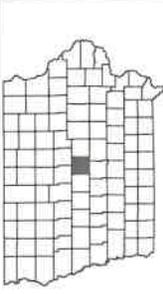


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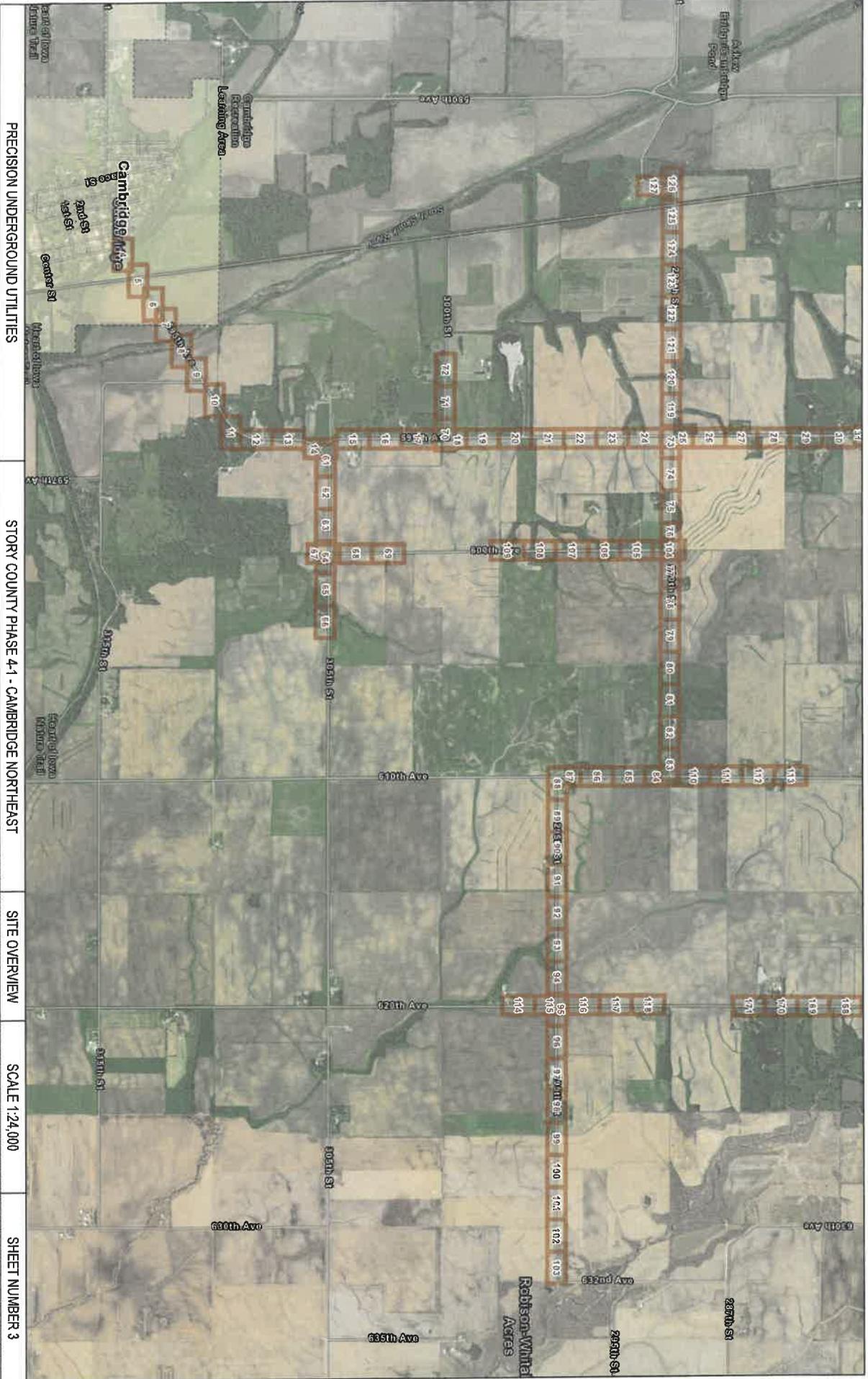


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 UNDERGROUND UTILITIES

PO BOX 409
 309 S. WATER STREET
 CAMBRIDGE, IA 50046
 PHONE (515) 597-4004
WWW.PRECISIONUNDERGROUNDIA.COM



NOTE: THE PLAN LOCATIONS OF UNDERGROUND AND AERIAL UTILITIES, WHEN SHOWN, ARE APPROXIMATE ONLY. IN ADDITION, A PORTION OF UTILITY INFORMATION MAY NOT HAVE BEEN PROVIDED. ALL UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTRACTING UTILITIES AND LOCATOR SERVICES AND SCHEDULING THE LOCATION OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL ALSO CONTACT ANY AND ALL UTILITIES AND LOCAL GOVERNMENT AGENCIES NOT PARTICIPATING IN LOCATION SERVICES.



PRECISION UNDERGROUND UTILITIES

STORY COUNTY PHASE 4-1 - CAMBRIDGE NORTH-EAST

SITE OVERVIEW

SCALE 1:24,000

SHEET NUMBER 3

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1-09

Permit Number 24-7689

STORY COUNTY UTILITY PERMIT
Phase 4-2 Cambridge Northeast

Date 5/30/24

To the Board of Supervisors, Story County, Iowa:

The Huxley Communications Company, incorporated under the laws of Iowa, with its principal place of business at Huxley, Iowa, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Fiber Optics on secondary route Many, See Attached, from Cambridge to near Maxwell, a distance of 17 miles. Plus off shoots

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 5/28/2024

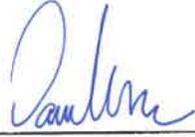
Precision Underground Utilites - Zak Keninger

Name of Company (Applicant - Permittee)

 515-597-2020
by _____ Phone no.

Recommended for Approval:

Date 5-31-24

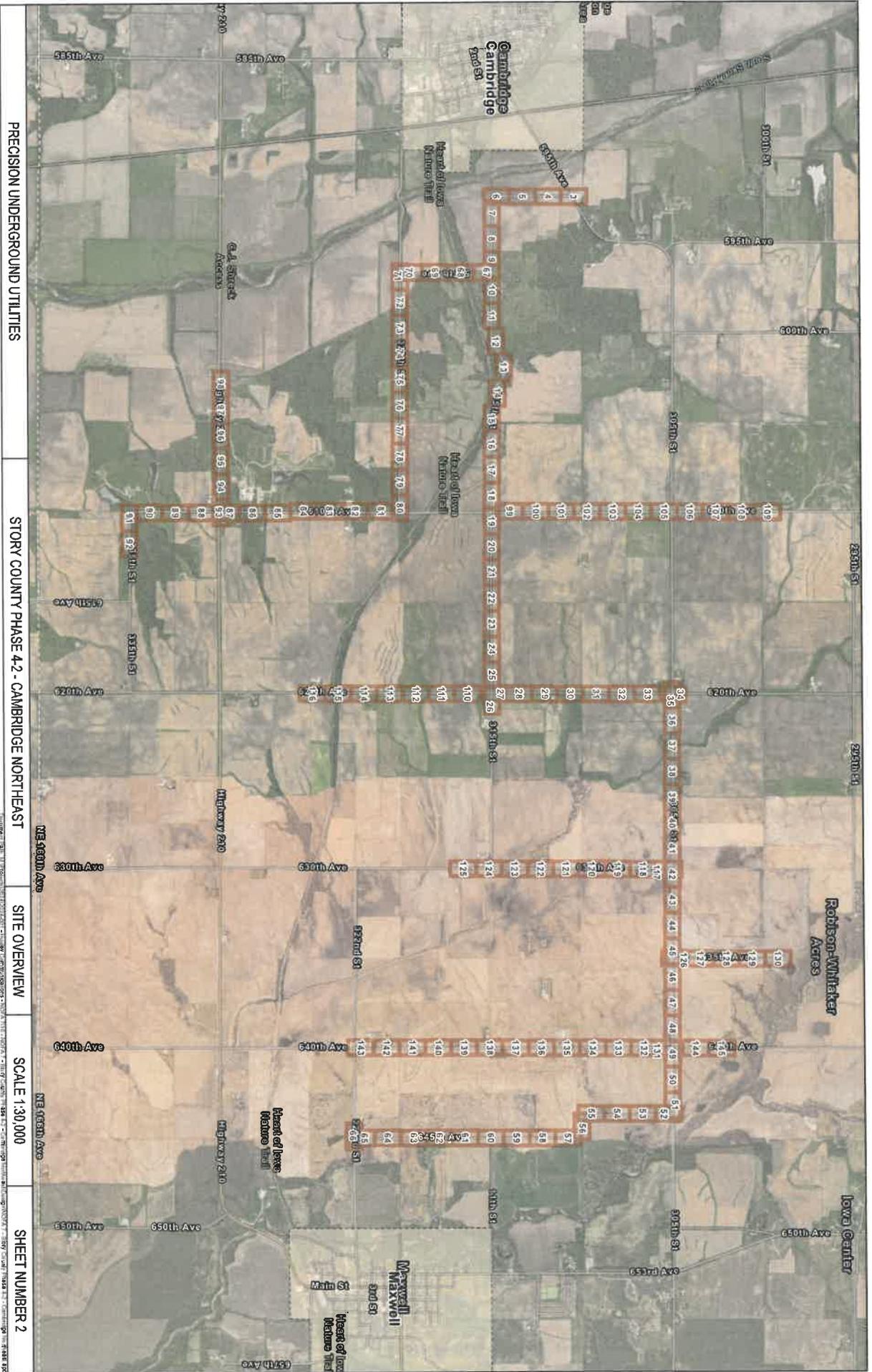
 515-382-7355
County Engineer Phone no.

Approved:

Date 6-4-24


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.



PRECISION UNDERGROUND UTILITIES

STORY COUNTY PHASE 4.2 - CAMBRIDGE NORTHEAST

SITE OVERVIEW

SCALE 1:30,000

SHEET NUMBER 2

Drawn by: [unreadable] | Project: [unreadable] | Date: [unreadable] | Scale: 1:30,000 | Sheet: 2 of 2

1-09

Permit Number 24-7690

Date 5/30/24

STORY COUNTY UTILITY PERMIT
Phase 5- Shipley North

To the Board of Supervisors, Story County, Iowa:

The Huxley Communications Company, incorporated under the laws of Iowa, with its principal place of business at Huxley, Iowa, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Fiber Optics on secondary route Many, See Attached, from Shipley to Highway 69, a distance of _____ 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 5/29/2024

Precision Underground Utilites - Zak Keninger
Name of Company (Applicant - Permittee)

by Zak Keninger 515-597-2020
Phone no.

Recommended for Approval:

Date 5-31-24

Paul M 515-382-7355
County Engineer Phone no.

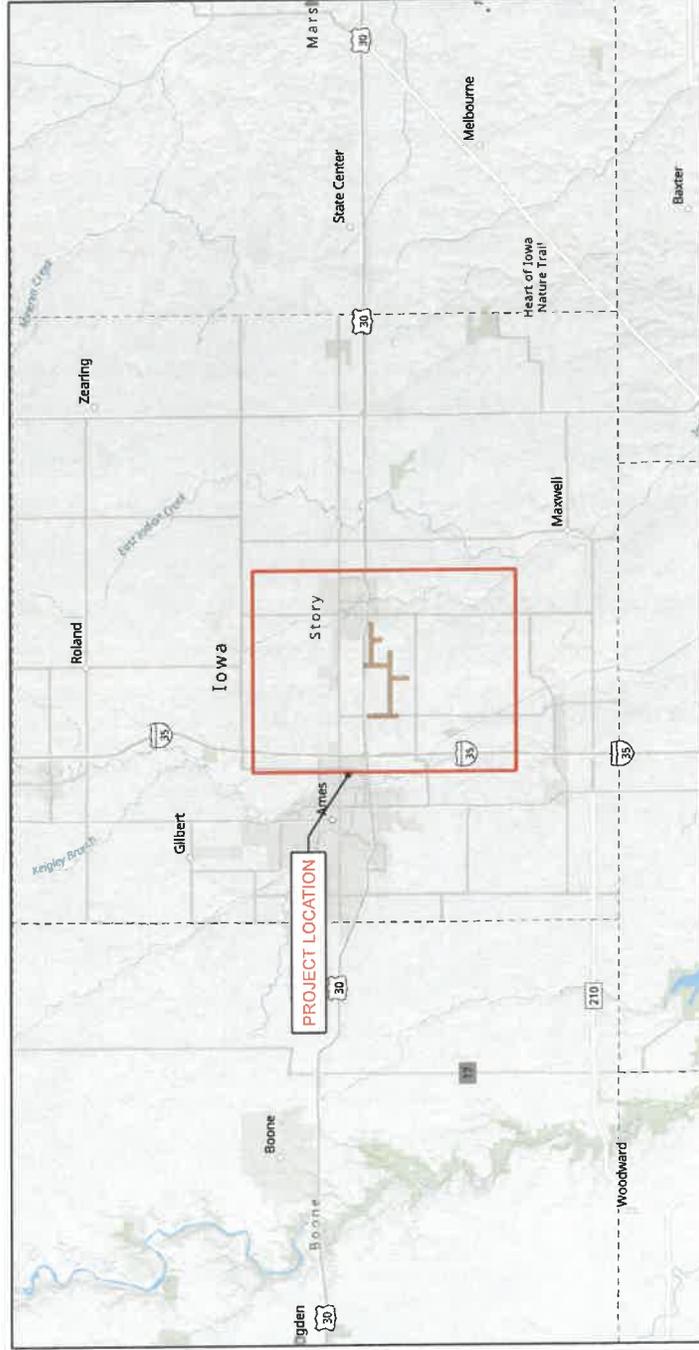
Approved:

Date 6-4-24

Lee K Hedders
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.

**CONSTRUCTION PLANS FOR
HUXLEY COMMUNICATIONS - NOFA 7
STORY COUNTY PHASE 5 - SHIPLEY NORTH
PRECISION UNDERGROUND UTILITIES, LLC
STORY COUNTY**

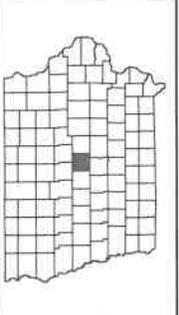


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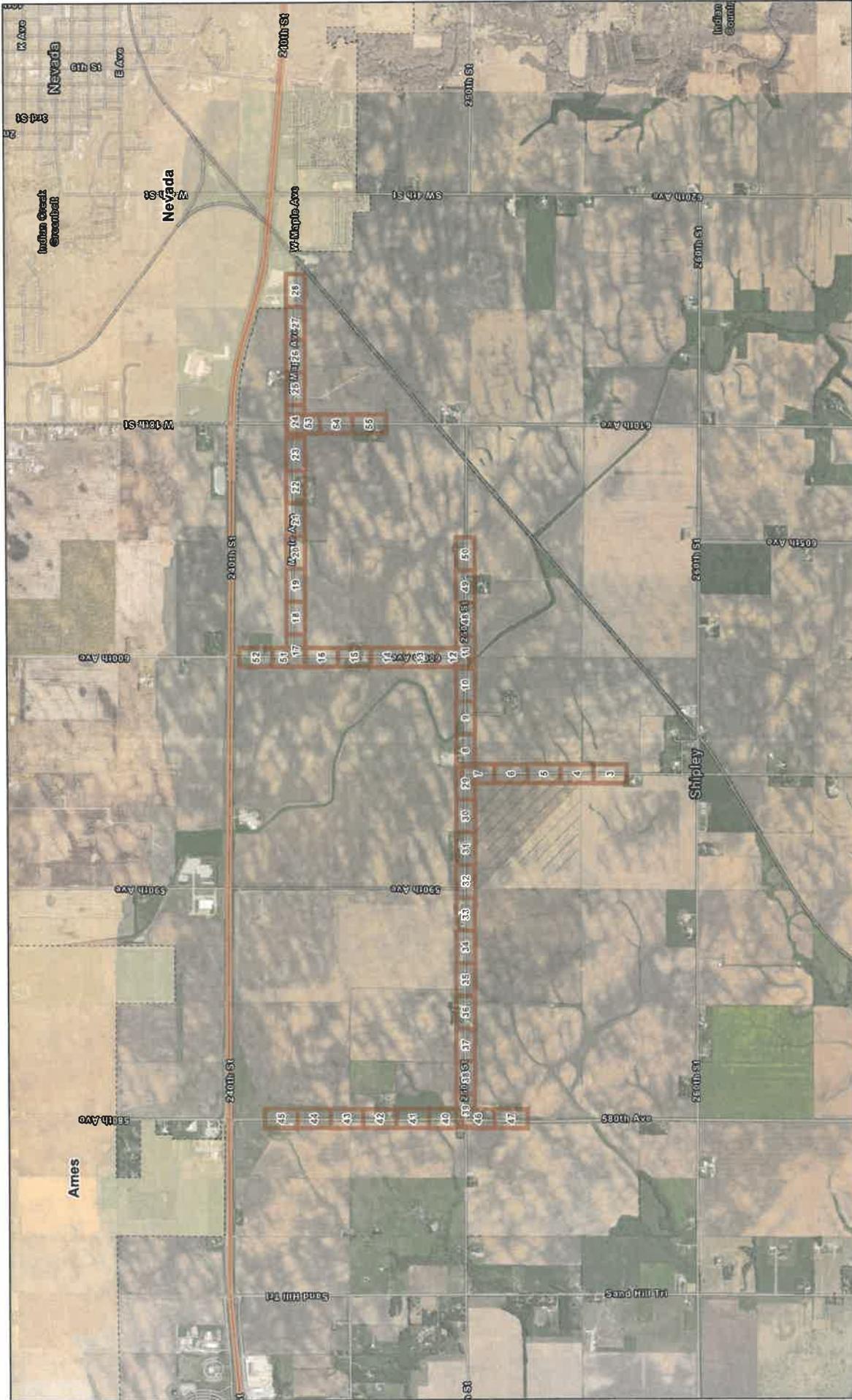
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UNDERGROUND UTILITIES

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309 S. WATER STREET
CAMBRIDGE, IA 50046
PHONE (515) 597-4004
WWW.PRECISIONUNDERGROUNDIA.COM



IOWA ONE CALL
1-800-392-9989

NOTE: THE PLAN LOCATIONS OF UNDERGROUND AND AERIAL UTILITIES, WHEN SHOWN, ARE APPROXIMATE ONLY. IN ADDITION, A PORTION OF UTILITY INFORMATION MAY NOT HAVE BEEN PROVIDED. ALL UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTRACTING UTILITIES AND LOCATOR SERVICES AND SCHEDULING THE LOCATION OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL ALSO CONTACT ANY AND ALL UTILITIES AND LOCAL GOVERNMENT AGENCIES NOT PARTICIPATING IN LOCATION SERVICES.



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1-09

Permit Number 24-7691

Date 5/30/24

STORY COUNTY UTILITY PERMIT
Phase 6 - Cambridge Northwest

To the Board of Supervisors, Story County, Iowa:

The Huxley Communications Company, incorporated under the laws of Iowa, with its principal place of business at Huxley, Iowa, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Fiber Optics on secondary route Many, See Attached, from W ft St and 570th Ave to Iowa Water Environment Association, a distance of 4 miles. Plus off shoots

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.

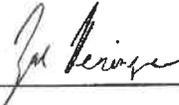
The crossing of the cable line from one side of the highway to the other shall be accomplished at a near right angle rather than diagonally so as to disturb the roadbed of the traveled way as little as possible.

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 5/29/2024

Precision Underground Utilites - Zak Keninger

Name of Company (Applicant - Permittee)

by  515-597-2020
Phone no.

Recommended for Approval:

Date 5-31-24

 515-382-7355
County Engineer Phone no.

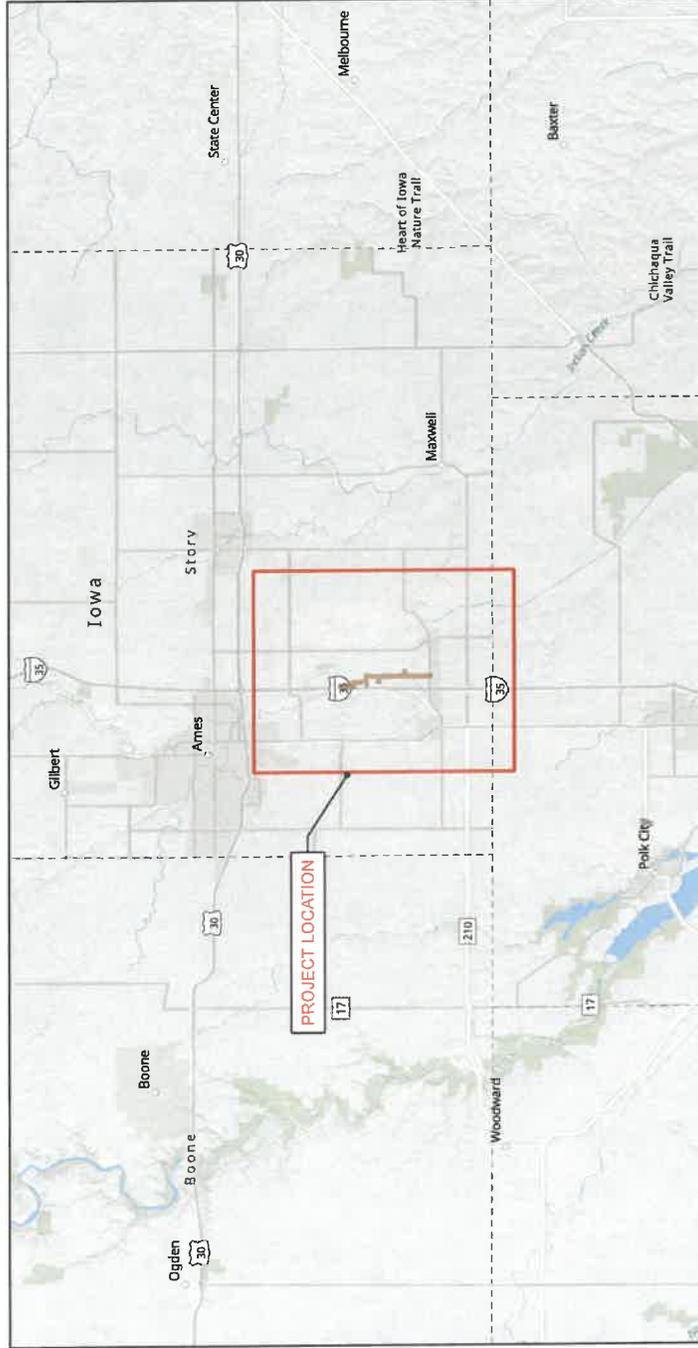
Approved:

Date 6-4-24


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.

**CONSTRUCTION PLANS FOR
HUXLEY COMMUNICATIONS - NOFA 7
STORY COUNTY PHASE 6 - CAMBRIDGE NORTHWEST
PRECISION UNDERGROUND UTILITIES, LLC
STORY COUNTY**

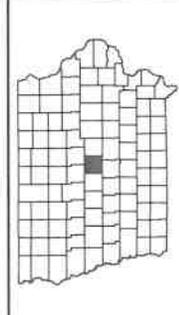


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309 S. WATER STREET
CAMBRIDGE, IA 50046
PHONE (515) 597-4004
WWW.PRECISIONUNDERGROUNDIA.COM



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PRECISION UNDERGROUND UTILITIES	STORY COUNTY PHASE 6 - CAMBRIDGE NORTHWEST	TITLE SHEET	SCALE 1:300,000	SHEET NUMBER 1
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1-09

Permit Number 24-7692

Date 5/30/24

STORY COUNTY UTILITY PERMIT
Phase 7 - Ames South

To the Board of Supervisors, Story County, Iowa:

The Huxley Communications Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at Huxley, Iowa, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Fiber Optics on secondary route Many, See Attached, from Hwy 69 south of 265th St to City of Ames, a distance of 13 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 5/29/2024

Precision Underground Utilites - Zak Keninger
Name of Company (Applicant - Permittee)

by  515-597-2020
Phone no.

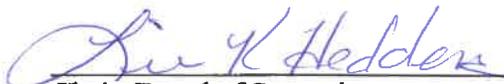
Recommended for Approval:

Date 5-31-24

 515-382-7355
County Engineer Phone no.

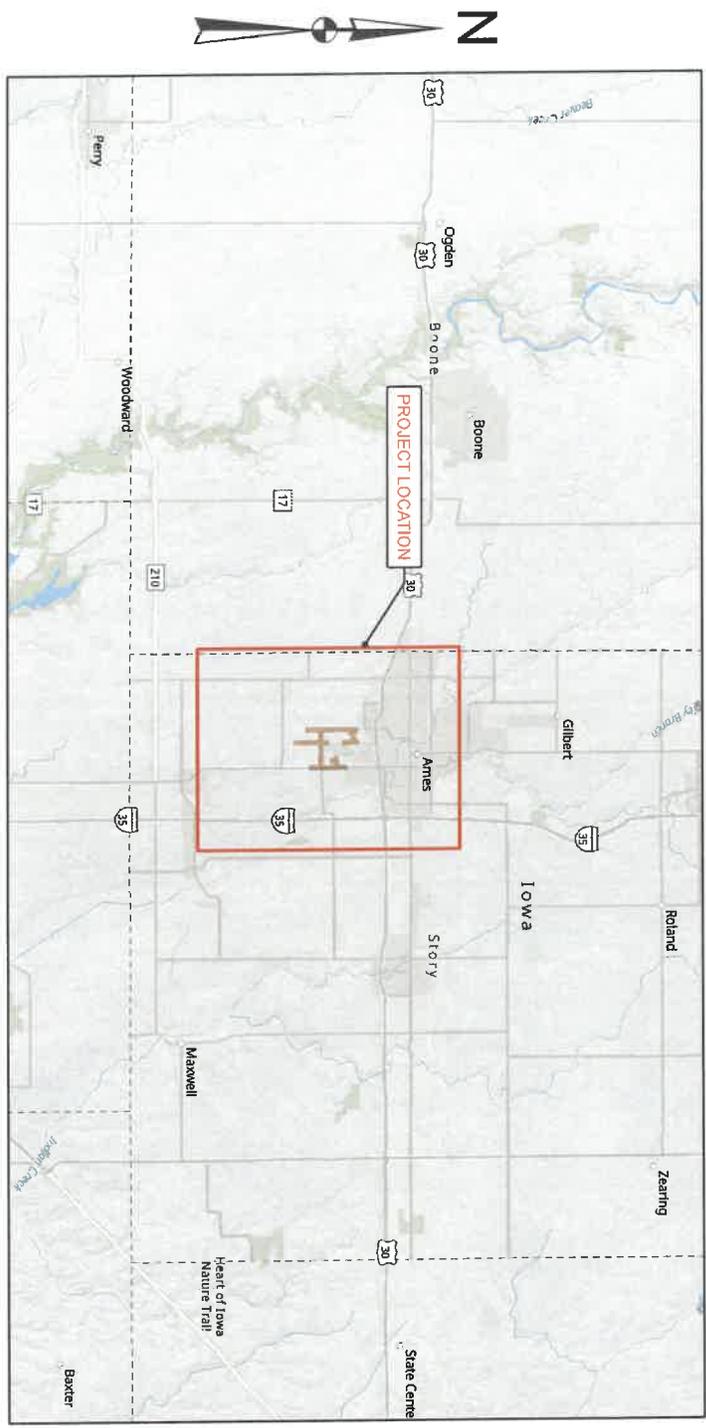
Approved:

Date 6-4-24


Chair, Board of Supervisors
Story County, Iowa

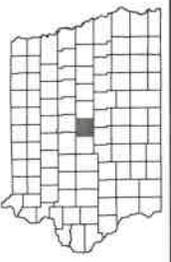
Three (3) copies of this form will be required for each installation. A plat shall be attached to each copy submitted.

CONSTRUCTION PLANS FOR HUXLEY COMMUNICATIONS - NOFA 7 STORY COUNTY PHASE 7 - AMES SOUTH PRECISION UNDERGROUND UTILITIES, LLC STORY COUNTY



INDEX OF SHEETS

1	TITLE SHEET
2	SITE OVERVIEW
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58-60	CITY OF AMES
3-6	lADOT
34-40	lADOT



NOTE: THE PLAN LOCATIONS OF UNDERGROUND AND AERIAL UTILITIES, WHEN SHOWN, ARE APPROXIMATE ONLY. IN ADDITION, A PORTION OF UTILITY INFORMATION MAY NOT HAVE BEEN PROVIDED. ALL UTILITIES SHALL BE LOCATED AND MARKED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTRACTING THE UTILITIES AND LOCATOR SERVICES AND SCHEDULING THE LOCATION OF UNDERGROUND UTILITIES. THE CONTRACTOR SHALL ALSO CONTACT ANY AND ALL UTILITIES AND LOCAL GOVERNMENT AGENCIES NOT PARTICIPATING IN LOCATION SERVICES.

precision
UNDERGROUND UTILITIES

PO BOX 409
309 S. WATER STREET
CAMBRIDGE, IA 50046
PHONE (515) 597-4004
WWW.PRECISIONUNDERGROUNDIA.COM



**STORY COUNTY
BOARD OF SUPERVISORS
LATIFAH FAISAL
LINDA MURKEN
LISA HEDDENS**

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

May 31, 2024

Story County Board of Supervisors
900 Sixth St
Nevada, IA 50201
Phone: (515) 382-7200

RE: Support of Iowa Workforce Housing Tax Credit Application for the City of Maxwell & JAMC Real Estate Solutions, LLC

Iowa Economic Development Authority
1963 Bell Avenue, Suite 200
Des Moines, IA 50315

Dear Members of the Workforce Housing Tax Credit Review Committee,

On behalf of the Story County Board of Supervisors, I would like to extend our support for JAMC Real Estate Solutions' Workforce Housing Tax Credit application to the Iowa Economic Development Authority to build for-sale townhome and bi-attached units in the City of Maxwell, Iowa.

There is a high demand for new, attainable quality housing in Maxwell with few options to consider on the current market. Most local new housing is attributed to individual projects purchasing a lot for home development, this process is not consistent nor are such open lots always available. This type of new housing supply for the community is not a sustainable solution long term and does not meet the expectations of city leaders or the Board of Supervisors that wish to support our rural communities like Maxwell to take advantage of generational opportunities for new population growth. We also recognize the importance that an adequate and affordable workforce housing supply plays in the recruitment and retention of our workforce that benefits local school districts, major employers across Story County and throughout the larger Des Moines metro region.

We are supportive of local rural city efforts to sustainably expand the availability of housing that support the economic growth of Maxwell and Story County. Please accept this letter of support for JAMC Real Estate Solutions' attainable housing project, which promises to expand workforce housing options in Maxwell.

Sincerely,

A handwritten signature in blue ink that reads "Lisa K. Heddens". The signature is fluid and cursive, written in a professional style.

Lisa Heddens, Story County Supervisor Board Chair