

The Board of Supervisors met on 9/11/18 at 10:00 a.m. in the Story County Administration Building. Members present: Rick Sanders, Marty Chitty, and Lauris Olson, with Sanders presiding. (all audio of meetings available at [storycountyiowa.gov](http://storycountyiowa.gov))

**SUPPORT FOR A REVITALIZE IOWA'S SOUND ECONOMY (RISE) GRANT APPLICATION VIA RESOLUTION #19-31 OR LETTER OF SUPPORT FOR THE CITY OF NEVADA** – Brenda Dryer, Director of Existing Industry and Workforce Solutions, Ames Economic Development Commission (AEDC), reported on the timeline for the two proposed RISE projects on the agenda, including necessary infrastructure improvements. Dan Culhane, President & CEO, AEDC, reported that for the first time, Story County has four RISE projects at the same time (Ames, Huxley, Nevada, Story City). Matt Mardesen, Nevada City Manager, provided information on the city council's discussion. Chad Randick, President, Burke Corporation, provided additional detail. Discussion took place regarding tax abatements, wage scales, and other improvements. Sanders read the resolution. Olson clarified some text, and proposed minor edits. Chitty moved, Olson seconded approval of Resolution #19-31 as originally presented. Motion carried unanimously (MCU) on a roll call vote.

**SUPPORT FOR A RISE GRANT APPLICATION VIA RESOLUTION #19-32 OR LETTER OF SUPPORT FOR THE CITY OF STORY CITY** – Mark Jackson, City Administrator of Story City, provided background about a proposed expansion of the MH Eby facility, a manufacturing plant, in Story City. Discussion about tax abatements and wage scales took place. Sanders read the resolution. Olson moved, Chitty seconded approval of Resolution #19-32 as presented. Roll call vote. (MCU)

**MINUTES: 8/28/18 and 9/4/18 Minutes** – Chitty moved, Olson seconded the approval of Minutes as presented. Roll call vote. (MCU)

**PERSONNEL ACTIONS:** 1) new hire, effective 9/13/18, in Attorney's Office for Maria Pimentel-Diaz @ \$10.00/hr; 2) pay adjustment, effective 9/2/18 in Community Services for Staci Shugar @ \$21.44/hr; effective 9/16/18, in a) Attorney's Office for Sue Logsdon @ \$18.42/hr; b) Facilities Management for Robert Oborny @ \$24.76/hr; c) Secondary Roads for Mark Brakke @ \$30.14/hr; Jonathan Fry @ \$32.66/hr; d) Sheriff's Office for Michelli Good @ \$2,311.20/bw; Dina McKenna @ \$3,761.94/bw; Adam Packer @ \$2,042.40/bw; 3) promotion, effective 9/16/18, in Secondary Roads for Alexander Golly @ \$21.34/hr. Olson moved, Chitty seconded the approval of Personnel Actions as presented. Roll call vote. (MCU)

Sanders asked to remove Item #5 for individual consideration. Chitty moved, Olson seconded the approval of the Consent Agenda as presented with the requested change.

1. Contract between IP Pathways and Information Technology for software maintenance, effective 9/23/18-9/22/19, for \$11,846.00
2. Grant between Governor's Traffic Safety Bureau and Story County, effective 10/1/18-9/30/19, for \$22,310.00
3. Change Order #4 between Boulder Contracting, LLC and Story County for the Tedesco Environmental Learning Corridor (TELC) Bid Package No. 2 for \$7,769.00
4. Final Pay Voucher for Herberger Construction Co., Inc., for bridge work on 120<sup>th</sup> St. for \$9,473.83, Project #L-L13--73-85
6. Letter of Agreement between the National Association of Counties (NACo) and Story County for Noelle McLatchie's participation in NACo's High Performance Leadership Academy, for \$495.00
7. Road Closure Resolutions: #19-10; #19-11
8. Utility Permit: #19-10

Roll call vote. (MCU)

5. Title VI Assurances and Agreements with the Iowa Department of Transportation (IDOT) – Ethan Anderson, Assistant County Attorney, provided details on the contents of the documents. Certain documents requested by IDOT have already been provided to IDOT. Chitty moved, Olson seconded approval as presented. Roll call vote. (MCU)

**INFORMATION TECHNOLOGY (IT) QUARTERLY REPORT** – Barbara Steinback, IT Director, reported on upcoming hardware replacements and additions, software updates and additions, and updated agreements. Steinback stated quotes have been received for a potential audio/visual equipment upgrade in the public meeting room.

**UPDATE ON THE NUMBER OF MOBILE HOMES AT THE CRESTVIEW MOBILE HOME PARK** – Jerry Moore, Planning and Development Director, provided background on the removal program and agreements and extensions. As of 8/21/18, the number of trailers had decreased from 38 to 16. A few violations were observed.

**LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:** Olson reported on a housing conference and staff meetings. Sanders announced his appointment to NACo's International Economic Development Task Force.

**CLOSED SESSION PURSUANT TO CODE OF IOWA §21.5(1)(k)** – Ethan Anderson, Assistant County Attorney, reported on the relevant Code provisions to convene the closed session. Olson moved, Chitty seconded to recess for closed session at 11:38 a.m. Sanders reported on the process. Roll call vote. (MCU)

Sanders reconvened the Board in open session at 11:54 a.m. Olson moved, Chitty seconded to approve the documents as presented, and direct the Risk Manager to distribute the Emergency Action Plan as appropriate, and make adjustments to the text as applicable for the different county buildings. Roll call vote. (MCU)

Chitty moved, Olson seconded to adjourn at 11:54 a.m. Roll call vote. (MCU)

Story County  
Board of Supervisors Meeting  
Agenda  
9/11/18

1. CALL TO ORDER: 10:00 A.M.
2. PLEDGE OF ALLEGIANCE:
3. PUBLIC COMMENT #1:  
This comment period is for the public to address topics on today's agenda
4. Consideration Of Support For RISE Grant Application Via Resolution #19-31 Or Letter Of Support For The City Of Nevada - Brenda Dryer & John Hall

Department Submitting BOS

Documents:

RESOLUTION 1931 RISE GRANT SUPPORT NEVADA.PDF

5. Consideration Of Support For RISE Grant Application Via Resolution #19-32 Or Letter Of Support For The City Of Story City - Brenda Dryer & John Hall

Department Submitting BOS

Documents:

RESOLUTION 1932 STORY CITY.PDF

6. CONSIDERATION OF MINUTES:
  - I. 8/28/18 & 9/4/18 Minutes

Department Submitting Auditor

7. CONSIDERATION OF PERSONNEL ACTIONS:

- I. Action Forms

1)new hire, effective 9/13/18, in Attorney's Office for Maria Pimentel-Diaz @ \$10.00/hr;  
2)pay adjustment, effective 9/2/18 in Community Services for Staci Shugar @ \$21.44/hr; effective 9/16/18, in a)Attorney's Office for Sue Logsdon @ \$18.42/hr; b) Facilities Management for Robert Oborny @ \$24.76/hr; c)Secondary Roads for Mark Brakke @ \$30.14/hr; Jonathan Fry @ \$32.66/hr; d)Sheriff's Office for Michelli Good @ \$2,311.20/bw; Dina McKenna @ \$3,761.94/bw; Adam Packer @ \$2,042.40/bw; 3) promotion, effective 9/16/18, in Secondary Roads for Alexander Golly @ \$21.34/hr

Department Submitting HR

8. CONSENT AGENDA:

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

- I. Consideration Of Contract Between IP Pathways And Information Technology For

Software Maintenance Effective 09/23/18-09/22/19 @ \$11,846.00

Department Submitting Information Technology

Documents:

IPPATHWAYVMWARE.PDF

- II. Consideration Of A Grant Between Governor's Traffic Safety Bureau And Story County Effective 10/1/18 - 9/30/19 For \$22,310.00

Department Submitting Sheriff

Documents:

GTSB CONTRACT.PDF

- III. Consideration Of Change Order No. 004 Between Boulder Contracting, LLC And Story County For The Tedesco Environmental Learning Corridor Bid Package No. 2 For \$7,769.00

Department Submitting Conservation

Documents:

TELC PH2 CHANGE ORDER 4.PDF  
MEMO.PDF

- IV. Consideration Of Final Pay Voucher For Herberger Construction Co., Inc., For Bridge Work On 120th St. For \$9,473.83 Project #L-L13--73-85

Department Submitting Engineer

Documents:

FINAL PAY HERBERGER 082418.PDF

- V. Consideration Of Title IV Assurances And Agreements With The Iowa Department Of Transportation

Department Submitting Conservation

Documents:

URGE MEMO TITLE VI BOS.PDF  
IOWA DOT TITLE VI NON DISCRIMINATION AGREEMENT.PDF  
USDOT STANDARD TITLE VI NON DISCRIMINATION ASSURANCES.PDF

- VI. Considerations Of Letter Of Agreement Between NACo And Story County For Noelle McLatchie Participation In NACo's High Performance Leadership Academy In The Amount Of \$495

Department Submitting Board of Supervisors

Documents:

NACOLEADERSHIP.PDF

VII. Consideration Of Road Closure Resolution(S): #19-10; #19-11

Department Submitting Engineer

Documents:

RC 19 10.PDF  
ROAD CLOSURES 090718.PDF  
RC 19 11.PDF

VIII. Consideration Of Utility Permit(S): #19-10

Department Submitting Engineer

Documents:

UT 19 010.PDF

9. PUBLIC HEARING ITEMS:

10. ADDITIONAL ITEMS:

11. AGENCY REPORTS:

12. DEPARTMENTAL REPORTS:

I. Information Technology Quarterly Report - Barbara Steinback

Department Submitting Auditor

Documents:

IT QUARTERLY REPORT.PDF

13. OTHER REPORTS:

I. Update On The Number Of Mobile Homes At The Crestview Mobile Home Park – Jerry Moore

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF

14. PUBLIC FORUM #2:

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

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

16. Closed Session Pursuant To Iowa Code Section 21.5(1)(K) – Todd Lundvall, Story County Risk Manager

Iowa Code Section 21.5(1)(k) - To discuss information contained in records in the custody of a governmental body that are confidential records pursuant to section 22.7, subsection 50

Department Submitting Board of Supervisors

17. ADJOURNMENT:

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

Story County Board of Supervisors  
Meeting  
9/11/18

NAME

ADDRESS

JOHN Haldeman  
MARK G. JACKSON  
MATT MARDISSEN  
Todd Linnell  
John Klaus  
Barb Steinback  
Chad Randick  
Tom Burke  
Dan Culligan  
Brenda Dye  
Dustin Ingram  
BO Schildroth  
Aissa Wickham  
Ethan Anderson

City of Hurley  
City of Story City  
CITY OF NEVADA  
BOS  
Ames - B.W.V.  
SCIT  
2419 Lindeman Cir Ames  
5090 River Ridge Rd Ames IA  
Ames IGA  
AEDC.  
AEDC  
BOS office  
BOS  
SCAO

**RESOLUTION #19-31**

**RESOLUTION SUPPORTING CITY OF NEVADA'S IMMEDIATE OPPORTUNITY RISE GRANT APPLICATION FOR BURKE CORPORATION PROJECT IMPROVEMENTS**

WHEREAS Burke Corporation, in partnership with the City of Nevada, is pursuing an expansion that would significantly increase their footprint at their Nevada, IA facility, create several hundred jobs, and require a significant capital investment, and,

WHEREAS Burke Corporation, a wholly-owned subsidiary of Hormel Foods, is an exemplary corporate citizen who employs hundreds of Story County residents, thereby providing ongoing opportunities for investment and innovation that in turn enhances the economics of the entire state of Iowa; and,

WHEREAS the Burke expansion will involve construction of streets and utilities to serve the new and existing site; and,

WHEREAS the infrastructure improvements included in the RISE Grant application will serve the public good of the City of Nevada; and,

WHEREAS as part of the expansion, the City of Nevada is submitting an Immediate Opportunity RISE grant application to the Iowa Department of Transportation (IDOT) for the necessary transportation infrastructure improvements tied to the project; and,

WHEREAS Burke Corporation has established their headquarters in Nevada and is the city's largest employer; and,

WHEREAS the proposed expansion will add 210 jobs within three years of the improvements being made and will require a capital investment of \$150 million; and,

WHEREAS the Iowa Economic Development Authority has intent to significantly invest in the proposed expansion, and the US Economic Development Administration is considering a significant investment as well; and,

WHEREAS the immediate opportunity RISE grant is essential to the continued expansion of Burke Corporation and to the economic vitality of this industrial and commercial center in Nevada; and,

WHEREAS the existing roadways involved in this project are currently dedicated to public use; and,

WHEREAS all roadways to be constructed or improved by this project will be dedicated to public use; and,

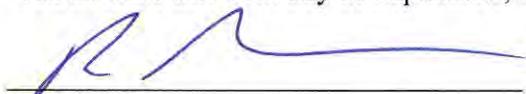
WHEREAS the City of Nevada is currently negotiating a Development Agreement with Hormel Foods/Burke Corporation, and will not sign an agreement with the IDOT for the RISE grant until an acceptable development agreement is finalized with Hormel/Burke; and,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Story County, Iowa, that the Story County Board of Supervisors endorses the project as described above; and,

BE IT RESOLVED that the Board Chair is directed to sign this resolution and staff is directed to assess mechanisms for the county to assist in such financial assistance programs and processes going forward; and,

BE IT RESOLVED that the City of Nevada will assume jurisdictional responsibility for the new and improved roadways funded by this grant, and that all such roadways will be adequately maintained by the City.

ADOPTED this 11th day of September, 2018.

  
Rick Sanders  
Chair, Story County Board of Supervisors

Introduced by: Chitty  
Seconded by: Olson  
Voting aye: Chitty, Olson, Sanders  
Voting nay: ---  
Absent: ---

Resolution declared adopted and signed by the Chair this 11th day of September, 2018.

**RESOLUTION #19-32**

**RESOLUTION SUPPORTING  
IMMEDIATE OPPORTUNITY RISE GRANT APPLICATION FOR M.H. EBY  
CITY OF STORY CITY, IOWA**

WHEREAS, M.H.Eby, in partnership with the City of Story City, is pursuing an expansion that would significantly increase their facility and employment base in Story City, IA, and

WHEREAS, M.H. Eby, is a model corporate citizen with approximately 100 employees and a property valuation of nearly \$2.3 million, that in turn enhances the economy of Story County, and

WHEREAS, the M.H. Eby expansion will involve the extension of Auestad Avenue, and

WHEREAS, as part of the expansion, the City of Story City will be submitting an Immediate Opportunity RISE grant application to the Iowa Department of Transportation (IDOT) for the necessary transportation infrastructure improvements tied to the project, and

WHEREAS, the infrastructure improvements included in the RISE Grant application will require a local public investment, and

WHEREAS, the proposed expansion will add 64 jobs within three years of the improvements being made and will require a capital investment of \$7.2 million, and

WHEREAS, an application has been submitted to the Iowa Economic Development Authority for financing incentives related to the expansion, and

WHEREAS the immediate opportunity RISE grant is essential to the continued expansion of M.H. Eby and to the economic vitality of the industrial area in Story City and Story County, and

WHEREAS the existing roadways involved in this project are currently dedicated to public use, and

WHEREAS all roadways to be constructed or improved by this project will be dedicated to public use, and

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Story County, Iowa, that the Story County Board of Supervisors endorses the project as described above; and,

BE IT RESOLVED that the Board Chair is directed to sign this resolution and economic development staff is directed to submit this document as part of the Immediate Opportunity RISE grant application to the Iowa Department of Transportation,.

ADOPTED this 11th day of September, 2018.



Rick Sanders  
Chair, Story County Board of Supervisors

Introduced by: Olson  
Seconded by: Chitty  
Voting aye: Olson, Chitty, Sanders  
Voting nay: ---  
Absent: ---

Resolution declared adopted and signed by the Chair this 11th day of September, 2018.



**IP**.....  
**PATHWAYS**

IT Hardware & Software  
Data Center  
Cloud  
Professional & Managed Services

## Story County

VMware Renewal

June 27, 2018



IT Hardware & Software  
Data Center  
Cloud  
Professional & Managed Services



Proposal Summary

**VMware Renewal**

Prepared by:

IP Pathways  
Aaron Kissinger  
515.422.9351  
Fax 515.422.5544  
akissinger@ippathways.com

Prepared for:

Story County  
Barb Steinback  
900 6th Street  
Nevada, IA 50201  
bsteinback@storycountyiowa.gov

Quote Information:

Quote #: 10871  
Version: 1  
Date: 06/27/2018  
Expiration Date: 09/21/2018

*A VMware reinstatement fee will be applied if not renewed by the expiration date of product support.*

Summary	Amount
Support Expiring September 2018	\$11,846.00
<b>Total:</b>	<b>\$11,846.00</b>

IP Pathways quotes include applicable shipping charges. It is understood and agreed that an order cannot be cancelled except by mutual consent. Pricing is provided at today's current price. Prices are subject to change at any time, based on manufacturer and distribution pricing and availability. Balance is due upon receipt with Net 30 terms. The products described in this quote are sold subject only to warranties as are made by their respective manufacturers. IP Pathways quotes do not include applicable sales tax. Installation and any associated travel expenses are not included -- unless otherwise specified. All orders are subject to the terms and conditions of the IP Pathways' Master Customer Agreement.

Signature: 

Date: 9/11/18

**GOVERNOR'S TRAFFIC SAFETY BUREAU  
IOWA DEPARTMENT OF PUBLIC SAFETY**

**CONTRACT NUMBER:** State and Community Highway Safety Grant  
PAP 19-402-M0AL, Task 12-00-00

**ISSUING AGENCY:** DPS/Governor's Traffic Safety Bureau

**PROJECT CONTRACTOR:** Story County Sheriff's Office

**PROJECT BUDGET:** Highway Safety Funded Amount: \$22,310.00

**AGENCY/LAW/SOURCE:** National Highway Traffic Safety Administration (NHTSA)  
Public Law 114-94, Section 402

**DUNS #** 05-081-3112

**Submit Reimbursement Claims To:**

Genie Clemens, Program Administrator  
Governor's Traffic Safety Bureau  
215 East 7th Street, 3rd Floor  
Des Moines, IA 50319-0248

**Issue Payment To:**

Story Co Sheriff  
PO Box 265  
Nevada, IA 50201

**Submit Reports To:**

Genie Clemens, Program Administrator  
Governor's Traffic Safety Bureau  
215 East 7th Street, 3rd Floor  
Des Moines, IA 50319-0248  
515-725-6121, FAX 515-725-6133

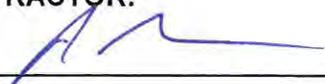
**Transmit Contract Information To:**

Lieutenant Leanna Ellis  
Story County Sheriff's Office  
1315 S B Avenue  
Nevada, IA 50201  
563-451-4404, FAX 515-382-7479

The Contractor agrees to furnish and deliver all products and perform all services set forth in the attached Special Conditions for the consideration stated herein. The rights and obligations of the parties to this contract will be subject to and governed by the Special Conditions and the General Conditions. To the extent that any specifications or other conditions which are made a part of this contract by reference or otherwise conflict, the Special Conditions and the General Conditions will control. To the extent that any inconsistency between the Special Conditions and the General Conditions exists, the Special Conditions will control. When approved, the instrument becomes a contract to accomplish the provisions contained within the Fiscal Year 2019 Highway Safety Plan, State and Community Highway Safety Grant 19-402-M0AL, Task 12-00-00, and thereby constitutes an official program with the Governor's Traffic Safety Bureau. This activity meets the requirements of Public Law 114-94 and the requirements set forth in the Governor's Traffic Safety Bureau Procedures Manual, as amended.

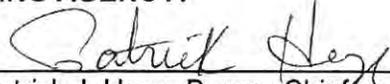
**IN WITNESS THEREOF**, the parties hereto have executed this contract on the day and year last specified below.

**CONTRACTOR:**

By 

Date: 9/11/18

**ISSUING AGENCY:**

By   
Patrick J. Hoye, Bureau Chief

Date: 8-24-18

Effective Date: 10/01/18

Expiration Date: 09/30/19

## **SPECIAL CONDITIONS**

**Article 1.0 Identification of Parties.** This Contract is entered into by and between the Iowa Department of Public Safety/Governor's Traffic Safety Bureau (hereafter referred to as DPS/GTSB) and the Story County Sheriff's Office (hereinafter referred to as Contractor).

**Article 2.0. Statement of Purpose.**

**WHEREAS**, the Highway Safety Plan is the tool for developing and improving overall safety capabilities; improving the program management and decision-making capabilities of safety officials; addressing special problems or opportunities; and providing a coordination mechanism for the purpose of reducing traffic-related property damage, personal injury and fatal crashes, and

**WHEREAS**, the DPS/GTSB has been designated to administer the State and Community Highway Safety Programs established under Section 402 of the Fixing America's Surface Transportation Act, as amended, and

**WHEREAS**, the Contractor has the necessary ability to develop and carry out a portion of that Highway Safety Plan,

**THEREFORE**, the parties hereto do agree as follows:

**Article 3.0 Area Covered.** The Contractor will perform all the work and services required under this Contract in connection with and respecting the following areas:

County of Story, Iowa and other jurisdiction(s) authorized by a shared enforcement agreement.

**Article 4.0 Reports and Products.** The Contractor will submit the following reports and products:

- 4.1 A Claim for Reimbursement (HSP-2) form, documentation and, if applicable, an Equipment Accountability Report (HSP-3) form for reimbursement within 90 days of the expense being paid by the Contractor with the exception of the final claim which is due into the DPS/GTSB office no later than November 15, 2019.
- 4.2 A cumulative final report due November 1, 2019 covering accomplishments of Statement of Work and Services.
- 4.3 Any reports and products deemed prudent by the Issuing Agency or Contractor.
- 4.4 A copy of all audit reports within 30 days of completion of said audit.
- 4.5 Monthly activity reports due the 15th of the following month on forms provided by the DPS/GTSB that quantify project activities as well as total departmental effort.

**Article 5.0 Designation of Officials.**

- 5.1 DPS/GTSB - The Governor's Representative for Highway Safety and the Director of the Governor's Traffic Safety Bureau are the only persons authorized to execute and approve any changes in terms, conditions, or amounts specified in this Contract.
- 5.2 Contractor Designee, Sheriff Paul Fitzgerald, is designated to approve in writing, on behalf of the Contractor, the HSP-2 Claim for Reimbursement and any negotiated changes in this Contract.

**Article 6.0 Key Personnel.** The Contractor hereby assigns the duties and responsibilities of project administration to Lieutenant Leanna Ellis, representing the Contractor in this agreement.

**Article 7.0 Time of Performance.** The services of the Contractor will commence on or after the effective date stipulated on the signature page and will be completed before or by the expiration date.

**Article 8.0 Modification of General Conditions.** None.

**Article 9.0 Additional Special Conditions.**

- 9.1 Expense Documentation. The Contractor will document the expenditure of such funds authorized as eligible for reimbursement in accordance with the conditions of this Contract upon submission of the HSP-2 and, for equipment, the HSP-3 as supplied by the DPS/GTSB.
- 9.2 Policies and Procedures. The Contractor will comply with all policies and procedures contained in the Iowa DPS/GTSB Policies and Procedures Manual, as amended, including appropriate attachments provided by the DPS/GTSB in accordance with Section 402 of the Fixing America's Surface Transportation Act, and the Iowa Administrative Code, Section 661, Chapter 20.
- 9.3 Copyrights. The Federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:
  - a. The copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant; and
  - b. Any rights of copyright to which a grantee, sub grantee or a contractor purchases ownership with grant support.
- 9.4 Debarred, Suspended and Ineligible Status. The Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended or declared ineligible by any agency of the State of Iowa or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. The Contractor will immediately notify the DPS/GTSB if the Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended and Ineligible Contractors by a federal entity.
- 9.5 Equipment acquired under this agreement for use in highway safety program areas shall be used and kept in operation for highway safety purposes 23 CFR 1300.31.
  - a. *Title.* Except as provided in paragraphs (e) and (f) of this section, title to equipment acquired under 23 U.S.C. Chapter 4 and Section 1906 will vest upon acquisition in the State or its subrecipient, as appropriate, subject to the conditions in paragraphs (b) through (d) of this section.
  - b. *Use.* All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes, as determined by the Regional Administrator, and neither the State nor any of its subrecipients or contractors shall encumber the title or interest while such need exists.
  - c. *Management and disposition.* Subject to the requirements of paragraphs (b), (d), (e), and (f) of this section, States and their subrecipients and contractors shall manage and dispose of equipment acquired under 23 U.S.C. Chapter 4 and Section 1906 in accordance with State laws and procedures.

- d. *Major purchases and dispositions.* Equipment with a useful life of more than one year and an acquisition cost of \$5,000 or more shall be subject to the following requirements:
  - 1) Purchases shall receive prior written approval from the Regional Administrator;
  - 2) Dispositions shall receive prior written approval from the Regional Administrator unless the equipment has exceeded its useful life as determined under State law and procedures.
- e. *Right to transfer title.* The Regional Administrator may reserve the right to transfer title to equipment acquired under this part to the Federal Government or to a third party when such third party is eligible under Federal statute. Any such transfer shall be subject to the following requirements:
  - 1) The equipment shall be identified in the grant or otherwise made known to the State in writing;
  - 2) The Regional Administrator shall issue disposition instructions within 120 calendar days after the equipment is determined to be no longer needed for highway safety purposes, in the absence of which the State shall follow the applicable procedures in 2 CFR parts 200 and 1201.
- f. *Federally-owned equipment.* In the event a State or its subrecipient is provided federally-owned equipment:
  - 1) Title shall remain vested in the Federal Government;
  - 2) Management shall be in accordance with Federal rules and procedures, and an annual inventory listing shall be submitted by the State;
  - 3) The State or its subrecipient shall request disposition instructions from the Regional Administrator when the item is no longer needed for highway safety purposes.

9.6 Civil Rights Act. The Contractor will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*; PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970(P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse of alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; The Civil Rights Restoration Act of 1987, which provides that any portion of a state or local entity receiving federal funds will obligate all programs or activities of that entity to comply with these civil rights laws; and, (k) the requirements of any other nondiscrimination statute(s) which may apply.

9.7 Buy America Act. The Contractor will comply with the provisions of the Buy America Act (23 U.S.C. 313) which contains the following requirements: Only steel, iron and manufactured products produced in the United States may be

purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest; that such materials are not reasonably available and of a satisfactory quality; or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

- 9.8 Political Activity (Hatch Act). The Contractor will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds. As such, the Contractor will not subcontract with any agency to conduct DPS/GTSB contract-related activities.
- 9.9 Lobbying Restrictions. None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.
- 9.10 Federal Lobbying. The undersigned certifies, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence and officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, of modification of any Federal contract, grant, loan, or cooperative agreement;
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer of employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
  - c. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers) including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

- 9.11 Prohibition on Using Grant Funds to Check for Helmet Usage. The Contractor will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

**Article 10.0 Conditions of Payment.**

- 10.1 Maximum Payments. It is expressly understood and agreed the maximum amount to be paid to the Contractor by the DPS/GTSB for any item of work or service will be the amount specified under Article 12.0 subject to Article 11.0 herein. It is further understood and agreed the total of all payments to the Contractor by the DPS/GTSB for all work and services required under this Contract will not exceed \$22,310.00 unless modified by written amendment of this Contract as provided in Section 1.0 of the General Conditions.
- 10.2 HSP-2 Form for Payment. All payments to the Contractor will be subject to the DPS/GTSB's receipt of an HSP-2 and documentation. If claiming equipment, an HSP-3 must also be submitted. The Contractor must perform services and receive merchandise between the effective dates of the contract and pay for expenses prior to submitting the claim for reimbursement. An HSP-2 will be submitted on a form provided by the DPS/GTSB. No payments will be made if required reports are more than two months past due unless approved by the DPS/GTSB Director.
- 10.3 Receipt of Federal Funds.
- a. All payments hereunder will be subject to the receipt of federal funds by the DPS/GTSB. The termination, reduction, or delay of federal funds to the DPS/GTSB may be reflected by a corresponding modification to the conditions of this Contract.
  - b. Notwithstanding any other provisions of this Contract, if funds anticipated for the continued fulfillment of this Contract are at any time not forthcoming or insufficient, either through failure of the State of Iowa to appropriate funds, discontinuance or material alteration of the program for which funds were provided, the DPS/GTSB will have the right to terminate this Contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration. Unless otherwise agreed to by the parties, the Contract will become null and void on the last day of the fiscal year for which appropriations were received, except that if an appropriation to cover cost of this Contract becomes available within sixty (60) days subsequent to termination under this clause, the DPS/GTSB agrees to re-enter a Contract with the terminated Contractor under the same provisions, terms and conditions as the original Contract.
  - c. In the event of termination of this Contract due to non-appropriation, the exclusive, sole and complete remedy of Contractor will be payment for services rendered prior to termination.
- 10.4 Non-Performance Termination. If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligation under this contract, or if the Contractor shall violate any of the agreements or stipulations of this contract, the DPS/GTSB shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The DPS/GTSB shall be the sole arbitrator of whether the Contractor or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Contractor or its subcontractor under the provisions of this contract. The Contractor and the DPS/GTSB further agree that this contract may be terminated by either party by giving written notice of such

termination and specifying the effective date thereof, at least thirty (30) days before such date.

- 10.5 The Contractor will arrange for a single audit to be performed in accordance with OMB Circular A-133 when, as a non-federal entity, the Contractor receives \$750,000.00 or more in federal funds. The federal agency, National Highway Traffic Safety Administration, Department of Transportation, passes funds through the Department of Public Safety, Governor's Traffic Safety Bureau. The Catalog of Federal Domestic Assistance (CFDA) number 20.600 applies to State & Community Highway Safety Grants. A copy of the audit report will be submitted to the DPS/GTSB within thirty (30) days after the completion of the audit.

**Article 11.0 Statement of Work and Services.** The Contractor will perform in a satisfactory and proper manner, as determined by the DPS/GTSB the following work and services:

- 11.1 The Contract will be monitored by the National Highway Traffic Safety Administration (NHTSA) and the DPS/GTSB. All records and documents pertaining to the project are subject to auditing and evaluation by those agencies or their designees.
- 11.2 The Contractor will absorb all costs not contained in this contract.
- 11.3 The project will be evaluated on all items contained in the Statement of Work and Services and the Budget.
- 11.4 There will be no change in the Statement of Work and Services or Budget without prior written approval of the DPS/GTSB.
- 11.5 The Contractor will comply with all requirements contained within the Policies and Procedures Manual of the DPS/GTSB.
- 11.6 All documents relative to fiscal claims will be maintained in the Contractor's office and will be available for review during regular office hours.
- 11.7 Staffing plan:
  - a. Deputies to conduct 341 hours of directed overtime enforcement.
  - b. Deputies to conduct 8 hours of overtime for educational presentations.
- 11.8 Contract activities:
  - a. Conduct 341 overtime hours of high visibility traffic enforcement with a maximum effort directed at occupant restraint, impaired driving and excessive speed violations during times and at locations identified as high-risk, including at least two special traffic enforcement projects, one of which will be conducted at night.
  - b. Conduct 8 hours of overtime for educational presentations.
  - c. Purchase and distribute traffic safety educational materials with prior DPS/GTSB approval.
  - d. Conduct at least twelve public information/education activities aimed at improving driver safety behaviors.
  - e. Conduct and publicize results of two observational occupant protection surveys during March and August.
  - f. Purchase three NHTSA-approved radars and utilize for speed enforcement.

- g. Purchase one DPS-approved preliminary breath tester (PBT) and utilize for impaired driving-related traffic enforcement.
- h. Participate in traffic safety training with prior DPS/GTSB approval and submit a trip report within two weeks following any out-of-state travel. All travel reimbursement will be made at State of Iowa approved rates.

11.9 Key dates:

- a. By November 15, 2018 and the 15th of each subsequent month through October 15, 2019, submit a monthly report as specified in Article 4.5.
- b. By September 30, 2019, receive educational materials as specified in Article 11.8(c).
- c. By September 30, 2019, receive three radar units and one PBT as specified in Article 11.8(f) and (g).
- d. By November 1, 2019, submit an annual report as specified in Article 4.2.
- e. By November 15, 2019, submit final claim for reimbursement.

11.10 Objective/performance measures:

- a. At least 341 hours of overtime enforcement conducted and all overtime and agency traffic enforcement contacts reported showing a sustained effort based on past performance.
- b. At least 8 hours of overtime for educational presentations.
- c. Twelve public information activities conducted and reported.
- d. Two occupant protection surveys completed and results publicized.
- e. Educational materials approved, purchased and distributed.
- f. Three radar units and one PBT purchased and utilized.
- g. At least one deputy attended DPS/GTSB approved training and a trip report submitted if required.

**Article 12.0 Project Budget.**

	<u>Highway Safety Funds</u>
Personal Services	
Directed overtime enforcement	\$ 15,000.00
Educational presentations	\$ 360.00
Training-related travel	\$ 1,500.00
Commodities	
Traffic safety educational materials	\$ 500.00
Equipment	
Three radar units and one PBT	<u>\$ 4,950.00</u>
<b>TOTAL</b>	<b>\$ 22,310.00</b>



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

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### Memorandum

To: Story County Board of Supervisors

From: Michael D. Cox, Director

Date: September 11, 2018

Re: Consideration of Change Order No. 004 between Boulder Contracting, LLC and Story County Conservation Board for the Tedesco Environmental Learning Corridor Bid Package No. 2 in the Amount of \$7,769.00

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This change order reflects changes requested by Boulder Contracting to haul fieldstone from Hubbard, Iowa, to the Tedesco Environmental Learning Corridor. The rock will be used to repair damaged areas of the stream and augment existing rock riffles. The charges include:

1. A mobilization charge of \$2,750.
2. Tandem trucking charge (3 loads) for \$819.
3. Side dump trucking charge (10 loads) for \$4,200.

The contract sum will be increased by this change order in the amount of \$7,769.00. These changes are within the allocated budget for the project.

The Story County Conservation Board urges your approval.

## Change Order

**PROJECT:** *(Name and address)*  
 Tedesco Environmental Learning Corridor  
 - BP#2 Trail Paving & Park Amenities  
 Ames, IA

**CONTRACT INFORMATION:**  
 Contract For: TELC-BP#2 Trail Paving &  
 Park Amenities  
 Date: April 10, 2018

**CHANGE ORDER INFORMATION:**  
 Change Order Number: 004  
 Date: August 24, 2018

**OWNER:** *(Name and address)*  
 Story County Conservation Board  
 56461 180th Street  
 Ames, IA 50010

**ARCHITECT:** *(Name and address)*  
 Shive-Hattery, Inc.  
 4125 Westown Parkway, Suite 100  
 West Des Moines, IA 50266

**CONTRACTOR:** *(Name and address)*  
 Boulder Contracting, LLC  
 25789 N Avenue  
 Grundy Center, IA 50638

**THE CONTRACT IS CHANGED AS FOLLOWS:**

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

Boulder will provide loading, hauling, and stockpiling of field stone onsite at the park. Field stone is located at approximately 31703 MM Avenue, Hubbard, IA, and will be hauled to the project site in Ames, IA. The following items include:

1. A mobilization charge of of **\$2,750** will apply.
2. A charge will be applied for Tandem truck load of **3 loads at \$273.00 per load = \$819.00.**
3. A charge will be applied for side dump truck loads of **10 loads at \$420.00 per load = \$4,200.00.**

Contract sum will be **increased** by this Change Order in the amount of **\$7,769.00.**

The original Contract Sum was	\$ 1,068,788.00
The net change by previously authorized Change Orders	\$ 103,415.44
The Contract Sum prior to this Change Order was	\$ 1,172,203.44
The Contract Sum will be increased by this Change Order in the amount of	\$ 7,769.00
The new Contract Sum including this Change Order will be	\$ 1,179,972.44

The Contract Time will be unchanged by Zero (0) days.  
 The new date of Substantial Completion will be November 1, 2018

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

Shive-Hattery, Inc.  
 \_\_\_\_\_  
**ARCHITECT** *(Firm name)*  
  
 \_\_\_\_\_  
**SIGNATURE**  
 Luke Monat, P.E.  
 \_\_\_\_\_  
**PRINTED NAME AND TITLE**  
 August 24, 2018  
 \_\_\_\_\_  
**DATE**

Boulder Contracting, LLC  
 \_\_\_\_\_  
**CONTRACTOR** *(Firm name)*  
  
 \_\_\_\_\_  
**SIGNATURE**  
 DAVID CAPSOPOULOS PROJECT MANAGER  
 \_\_\_\_\_  
**PRINTED NAME AND TITLE**  
 8/24/2018  
 \_\_\_\_\_  
**DATE**

Story County Board of Supervisors  
 \_\_\_\_\_  
**OWNER** *(Firm name)*  
  
 \_\_\_\_\_  
**SIGNATURE**  
 Rick Sanders, Chair Board of Supervisors  
 \_\_\_\_\_  
**PRINTED NAME AND TITLE**  
 9/11/18  
 \_\_\_\_\_  
**DATE**

**Story County Road Department**  
**CONTRACT CONSTRUCTION PROGRESS VOUCHER**

**Project No.** L-113--73-85  
**Contractor** HERBERGER CONSTR. CO., INC.  
**Type of Work** 320-Bridges  
**Letting Date** 2/27/2018  
**Location** 120th St.

**Voucher.:** 7 - FINAL  
**Date Last Voucher:** 7/17/2018  
**Date This Voucher:** 8/24/2018

**To Date:** 51.5  
**Last Voucher:** 51.5  
**Authorized:** 70  
**Project Start Date:** 4/23/2018  
**Project End Date:** 7/09/2018

REF	ITEM	DESCRIPTION	UNIT PRICE	UNIT	CONTRACT		TOTAL THIS CLAIM		PREVIOUSLY ALLOWED		TOTAL ALLOWED	
					QTY.	AMOUNT	QTY.	AMOUNT	QTY.	AMOUNT	QTY.	AMOUNT
1	2101-0850001	CLEARING AND GRUBBING	\$5,000.000	ACRE	0.500	\$2,500.000	0.000	\$0.00	0.500	\$2,500.00	0.500	\$2,500.00
2	2102-2710070	EXCAVATION, CLASS 10, ROADWAY	\$9.000	CY	622.000	\$5,598.000	0.000	\$0.00	622.000	\$5,598.00	622.000	\$5,598.00
3	2104-2710020	EXCAVATION, CLASS 10, CHANNEL	\$8.000	CY	184.500	\$1,476.000	0.000	\$0.00	184.500	\$1,476.00	184.500	\$1,476.00
4	2401-6745625	REMOVAL OF EXISTING BRIDGE	\$9,000.000	LS	1.000	\$9,000.000	0.000	\$0.00	1.000	\$9,000.00	1.000	\$9,000.00
5	2402-2720000	EXCAVATION, CLASS 20	\$40.000	CY	114.000	\$4,560.000	0.000	\$0.00	114.000	\$4,560.00	114.000	\$4,560.00
6	2403-0100010	STRUCTURAL CONCRETE (BRIDGE)	\$680.000	CY	172.200	\$117,096.000	0.000	\$0.00	172.200	\$117,096.00	172.200	\$117,096.00
7	2404-7775000	REINFORCING STEEL	\$0.900	LB	42,136.000	\$37,922.400	0.000	\$0.00	42,136.000	\$37,922.40	42,136.000	\$37,922.40
8	2414-6424124	CONCRETE OPEN RAILING, TL-4	\$85.000	LF	164.500	\$13,982.500	0.000	\$0.00	164.500	\$13,982.50	164.500	\$13,982.50
9	2501-0201042	PILES, STEEL, HP 10 X 42	\$37.000	LF	1,330.000	\$49,210.000	0.000	\$0.00	1,330.000	\$49,210.00	1,330.000	\$49,210.00
10	2501-5478042	CONCRETE ENCASMENT OF STEEL H	\$115.000	LF	181.100	\$20,826.500	0.000	\$0.00	181.100	\$20,826.50	181.100	\$20,826.50
11	2507-3250005	ENGINEERING FABRIC	\$2.500	SY	717.000	\$1,792.500	0.000	\$0.00	646.700	\$1,616.75	646.700	\$1,616.75
12	2507-6800061	REVETMENT, CLASS E	\$65.000	TON	549.800	\$35,737.000	0.000	\$0.00	539.110	\$35,042.15	539.110	\$35,042.15
13	2518-6910000	SAFETY CLOSURE	\$100.000	EACH	4.000	\$400.000	0.000	\$0.00	4.000	\$400.00	4.000	\$400.00
14	2528-8445110	TRAFFIC CONTROL	\$1,400.000	LS	1.000	\$1,400.000	0.000	\$0.00	1.000	\$1,400.00	1.000	\$1,400.00
15	2533-4980005	MOBILIZATION	\$10,500.000	LS	1.000	\$10,500.000	0.000	\$0.00	1.000	\$10,500.00	1.000	\$10,500.00
16	2599-9999003	REMOVAL AND DISPOSAL OF BROKEN	\$60.000	CY	42.400	\$2,544.000	0.000	\$0.00	42.400	\$2,544.00	42.400	\$2,544.00
17	2602-0000312	PERIMETER AND SLOPE SEDIMENT C	\$4.000	LF	280.000	\$1,120.000	0.000	\$0.00	280.000	\$1,120.00	280.000	\$1,120.00
18	2602-0010010	MOBILIZATIONS, EROSION CONTROL	\$500.000	EACH	1.000	\$500.000	0.000	\$0.00	2.000	\$1,000.00	2.000	\$1,000.00
19	Admin	Special Backfill	\$17.040	LS	199.280	\$3,395.771	0.000	\$0.00	199.280	\$3,395.77	199.280	\$3,395.77
						\$319,560.67		\$0.00		\$319,190.07		\$319,190.07

Subtotal \$319,190.07

Less 0.0% retention \$0.00

Less Previously Paid (\$309,716.24)

Amount due this statement: \$9,473.83

Recommended: *Caron Moon* 8-30-18  
 Story County Engineer Darren Moon

*[Signature]* 9/11/18  
 Story County Board of Supervisors

*[Signature]*  
 Contractor / HERBERGER CONSTR. CO., INC.  
 8/27/18  
 Date



### Memorandum

To: Story County Board of Supervisors

From: Michael D. Cox, Director

Date: September 10, 2018

Re: Consideration of Title IV Assurances and Agreements with the Iowa Department of Transportation

---

The Story County Conservation Board has received a grant from the Central Iowa Regional Transportation Planning Authority for trail improvements on the Heart of Iowa Nature Trail. The Iowa Department of Transportation administers the grant and the construction bidding process. Title VI documents are required as a condition for receiving the grant funds. The Title VI documents on file for Story County need to be updated. This occurs either every 5 years or whenever there is a change in Chair. The documents on file are from March/April 2014 and Paul Toot was the Chair.

These documents include:

1. Standard DOT Title VI Assurances
2. An executed Title VI Agreement

Staff urges your approval.

**The United States Department of Transportation (USDOT)**

**Standard Title VI/Non-Discrimination Assurances**

**DOT Order No. 1050.2A**

The Story County, Iowa (herein referred to as the "Recipient"), HEREBY AGREES THAT, as a condition to receiving any Federal financial assistance from the United States Department of Transportation (DOT), through the Federal Highway Administration (FHWA), is subject to and will comply with the following:

**Statutory/Regulatory Authorities**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 C.F.R. Part 21 (entitled *Nondiscrimination In Federally-Assisted Programs Of The Department Of Transportation—Effectuation Of Title VI Of The Civil Rights Act Of 1964*);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

**General Assurances**

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

*"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity," for which the Recipient receives Federal financial assistance from DOT, including the FHWA.*

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

**Specific Assurances**

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Federal Highway Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Federal Highway Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

*“The Story County, Iowa \_\_\_\_\_, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”*

3. The Recipient will insert the clauses of Appendix A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Appendix B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Appendix C and Appendix D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
  - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
  - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
  - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
  - b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal

financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

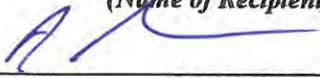
By signing this ASSURANCE, Story County, Iowa also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing the FHWA access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by the FHWA. You must keep records, reports, and submit the material for review upon request to FHWA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Story County, Iowa gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Federal Highway Program. This ASSURANCE is binding on Iowa, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Federal Highway Program. The person (s) signing below is authorized to sign this ASSURANCE on behalf of the Recipient.

Story County, Iowa

*(Name of Recipient)*

by

  
*(Signature of Authorized Official)*

DATED

9-11-18

## APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

## APPENDIX B

### CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the Department of Transportation as authorized by law and upon the condition that the Story County, Iowa will accept title to the lands and maintain the project constructed thereon in accordance with laws of the state of Iowa, the Regulations for the Administration of Federal Highway Program, and the policies and procedures prescribed by the Federal Highway Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the Story County, Iowa all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

#### (HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Story County, Iowa and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Story County, Iowa, its successors and assigns.

The Story County, Iowa, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [.] [and]\* (2) that the Story County, Iowa will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

## APPENDIX C

### CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the Story County, Iowa pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Story County, Iowa will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.\*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, the Story County, Iowa will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of the Story County, Iowa and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX D

### CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/ agreements entered into by Story County, Iowa pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, "as a covenant running with the land") that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, Story County, Iowa will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.\*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, Story County, Iowa will there upon revert to and vest in and become the absolute property of Story County, Iowa and its assigns.\*

(\*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

## APPENDIX E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 -- 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).



# LETTER OF AGREEMENT

## Story County

Program Name/Services	Account Name	Primary Contact	Start Date of Program	End Date of Program	# of Users*	Unit Price**	Total Cost of Enrollment***
NACo High Performance Leadership	Story County	Noelle McLatchie	09172018	12212018	1	495.00	495.00
NACo High Performance Leadership	Story County	Noelle McLatchie	09172018	12212018	[# OF SEATS]	1495.00	[TOTAL AMOUNT PER AGREEMENT]
* # of Users: If the number of users is specified, access and the license below are limited to that number of users. ** Unit Price is net price, which is retail price less any discounts or scholarship. *** This is the fee for enrollment plus applicable sales tax.							<b>Total Invoice Price: 495.00</b>

**TERMS OF PAYMENT:** Cost of enrollment will be invoiced within 5 days of signing this Letter of Agreement. Payment is due the earlier of (30) days upon receipt of invoice, or prior to the start of the program. Payment via credit card will be assessed an additional 3.5% processing fee.

**Service Commitment:** The abovementioned number of users ("Participants") at COMPANY will be enrolled in the selected Program. Participants are expected to begin the Academy at the Start Date of the Program. After enrollment, participants may not reschedule. Substitute participants are permissible before the start of Week 1 of the Program. We ask that the Primary Contact select the substitute participant. This Letter of Agreement and associated Fees are non-cancelable and non-refundable. We reserve the right to postpone sessions if there is any risk to the quality of the Participant experience. In the case of postponement, Participants will be accommodated at later dates.

**Program Materials:** During the term of this Letter of Agreement, participation in the Program provides COMPANY's Participants with access to Program-specific materials and resources including publications, websites, webinars, tools and services prepared by the Professional Development Academy, including all portions, subsets and derivatives thereof (collectively, "Materials") and additionally:

- Access to program participant learning management system/web portal;
- Live event webinars;
- Ongoing learning activities pre- and post-learning sessions; and
- Graduation packet for those completing at least 80% of activities.

### Terms of Agreement

During the term of the Agreement, the Professional Development Academy grants individual Participants a personal, non-exclusive, royalty-free, revocable, non-transferable and non-assignable license to use the Materials. Individual program participants may continue to use tangible materials following the term, but access to any online tools may be terminated at the end of the term. COMPANY understands and agrees that the license to the Materials is on a per user basis and such Materials may not be shared, copied or otherwise distributed within the COMPANY. COMPANY further agrees to not sublicense, sell, transfer, assign, or display the Materials for any third party. Except for the license granted herein, the Professional Development Academy shall retain all ownership, title and interest in any and all intellectual property relating to the Materials and Services. Access for additional participants can be purchased by contacting your account director. [In recognition of the preferred pricing reflected in this Letter of Agreement, COMPANY agrees to provide the Professional Development Academy with a reasonable opportunity to capture and document the value created by the Professional Development Academy at COMPANY for potential use in marketing communications and/or as a general endorsement of the value of the Professional Development Academy to potential customers. All documentation and value capture from COMPANY will be conducted in compliance with COMPANY's policy regarding endorsements and shall be done utilizing mutually agreeable and convenient methods. Any Professional Development Academy marketing communications or general endorsements comprised of COMPANY information will only be made with COMPANY's prior written consent.]

The undersigned, being the duly authorized representative of the COMPANY, has executed this Letter of Agreement below.

Signature: 

Signature Date: 9-11-18

Printed Name: Rick Sanders

Title: Chair BOS

Closure No. 19-10

Date 9/4/2018

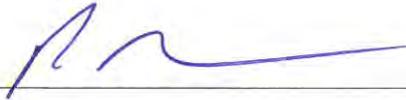
## Resolution

### BE IT RESOLVED

by the Board of Supervisors of Story County, Iowa, to approve the road closure(s) for the purpose of Flooding over roads in Various Twp and Sect on Various roads through out the county

Motion by: Chitty Seconded by: Olson

Olson	<input checked="" type="checkbox"/>	Aye	Sanders	<input checked="" type="checkbox"/>	Aye	Chitty	<input checked="" type="checkbox"/>	Aye
	<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay
	<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent



---

Story County Board of Supervisors

## Road Closures due to Flooding

280<sup>th</sup> St. between 720<sup>th</sup> Ave and 730<sup>th</sup> Ave.

305<sup>th</sup> St. between 620<sup>th</sup> Ave. and 630<sup>th</sup> Ave.

632<sup>nd</sup> Ave. between 287<sup>th</sup> St. and 295<sup>th</sup> St.

640<sup>th</sup> Ave. between 322<sup>nd</sup> St and Hwy 210

670<sup>th</sup> Ave. between 260<sup>th</sup> St. and 270<sup>th</sup> St.

690<sup>th</sup> Ave. between 248<sup>th</sup> St. and 260<sup>th</sup> St.

Closure No. 19-11

Date 9/5/2018

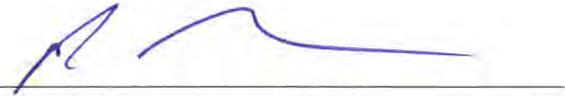
## Resolution

### BE IT RESOLVED

by the Board of Supervisors of Story County, Iowa, to approve the road closure(s) for the purpose of Track Repair in Grant Twp. Sect 22,27 on Railroad Crossing on 260th St. in Shipley

Motion by: Chitty Seconded by: Olson

Olson	<input checked="" type="checkbox"/>	Aye	Sanders	<input checked="" type="checkbox"/>	Aye	Chitty	<input checked="" type="checkbox"/>	Aye
	<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay		<input type="checkbox"/>	Nay
	<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent		<input type="checkbox"/>	Absent



Story County Board of Supervisors

1-00

Permit Number 19-010

STORY COUNTY UTILITY PERMIT

Date 8/31/18

2261

To the Board of Supervisors, Story County, Iowa:  
XENIA RURAL

The WATER DISTRICT Company, incorporated under the laws of IOWA  
authorize to do business within the State of Iowa, with its principal place of business at 23998  
141st ST, Bouton IA 50039, 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 potable water on secondary route

To provide water service per attached map(s).

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 8/31/2018

XENIA RURAL WATER DISTRICT

Name of Company (Applicant - Permittee)

Roger Olsen (515) 676-2117

by ROGER OLSEN Phone no.

Recommended for Approval:

Date 8-31-18

Dan

Asst. County Engineer

515-382-7355

Phone no.

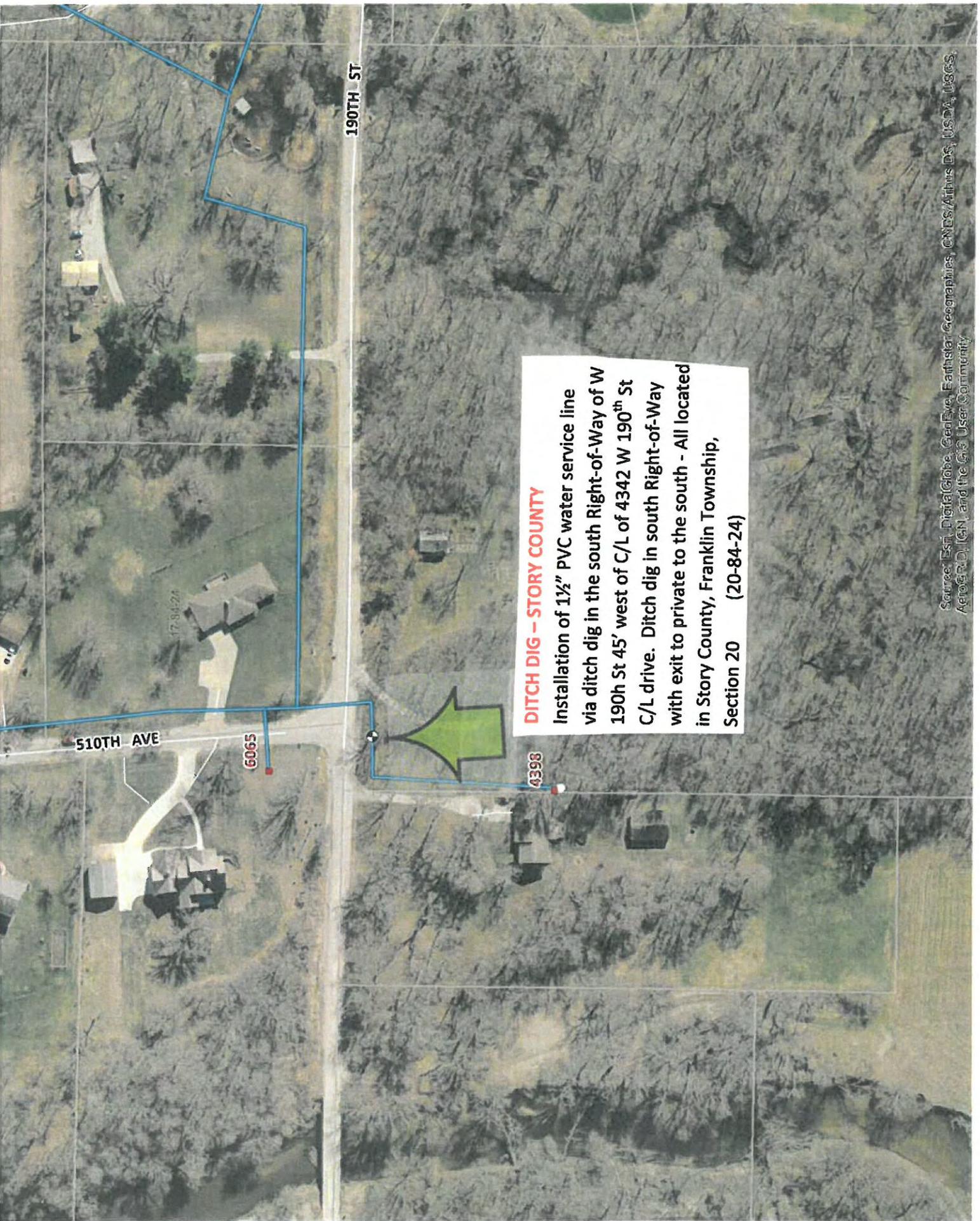
Approved:

Date 9/11/18

[Signature]

Chair, Board of Supervisors  
Story County, Iowa

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



190TH ST

510TH AVE

6065

4398

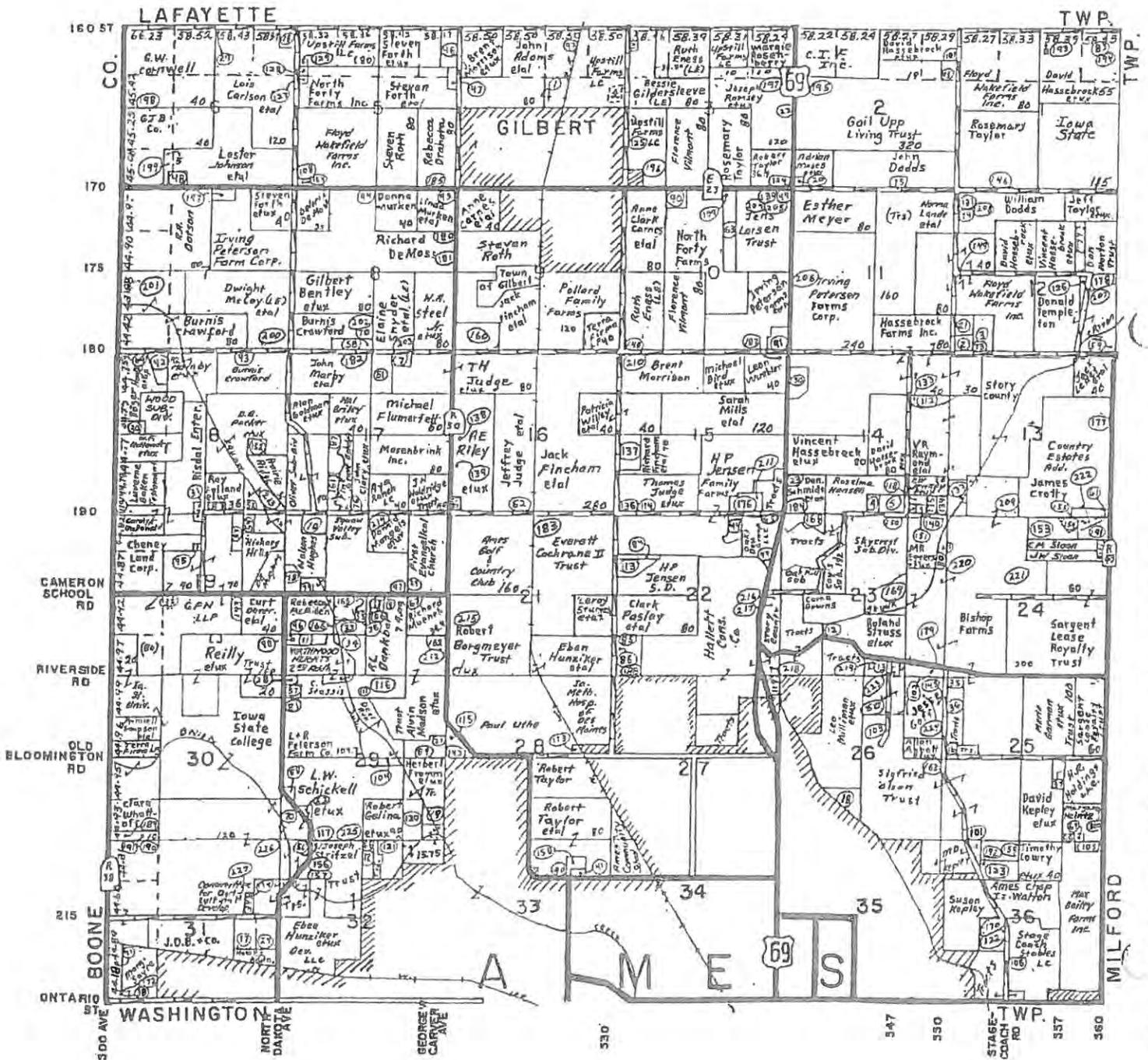
17-84-24

**DITCH DIG – STORY COUNTY**  
 Installation of 1½" PVC water service line via ditch dig in the south Right-of-Way of W 190h St 45' west of C/L of 4342 W 190<sup>th</sup> St C/L drive. Ditch dig in south Right-of-Way with exit to private to the south - All located in Story County, Franklin Township, Section 20 (20-84-24)

T84N

# FRANKLIN

R24N





Department of Information Technology  
Administration Building  
900 6<sup>th</sup> Street, Nevada, Iowa 50201

Ph. 515-382-7300 Fax 515-382-7349  
[www.storycountyiowa.gov](http://www.storycountyiowa.gov)

9/6/2018

## Information technology Quarterly Report

*September 11, 2018*

- **Hardware Replacements**
  - NetApp Installation •
  - Barracuda Spam Filter •
  - Windows 7 Retirement •
  - VoIP Phones – 1 gig capability •
  
- **Multi-agency Update**
  - 28E Refresh - draft
  - Security Agreement/New Agency Update
  - Disaster Recovery
  
- **Other Projects**
  - Software Updates: Antivirus, ProLaw •
  - Security Cameras (Jail) •
  - BOS Audio/Visual Refresh •
  - New Back-up Solution •
  - Mail Server Upgrade •
  - Switch Replacement Schedule •
  - Auction Experience •



Story County Planning and Development  
Administration Building  
900 6<sup>th</sup> Street, Nevada, Iowa 50201

Ph. 515-382-7245 Fax 515-382-7294  
[www.storycountyiaowa.gov](http://www.storycountyiaowa.gov)

## MEMORANDUM

**DATE:** September 4, 2018  
**TO:** Story County Board of Supervisors  
**FROM:** Jerry L. Moore, Planning and Development Director  
**RE:** Status Update on Number of Mobile Homes at Crestview Mobile Home Park

### Background

The Story County Board of Supervisors approved the extension of the use of the temporary hoop building with conditions on May 29, 2018, to allow Mr. Lemer to remove hazardous materials from the existing mobile homes. The conditions of approval were by August 31, 2018 no more than 18 mobile homes may be located at Crestview Mobile Home Park and by November 29, 2018, all mobile homes are required to be removed from the property. If targeted dates were not met, Planning and Development would start the enforcement process.

At the June 5, 2018 Board of Health meeting, the Board requested Story County Planning and Development staff and Story County Environmental Health staff to do site reviews of Crestview Mobile Home Park at the end of June and July, to assess the situation at the mobile home park, note any violations, and provide a written report of our findings. In summary, site reviews were conducted on June 29, 2018 and July 27, 2018. A total of 38 mobile homes were present on June 29, 2018 and 23 mobile homes were present on July 27, 2018.

**Planning and Development staff conducted a site review on August 31, 2018 with Mr. Lemer and 16 mobile homes were present.** The existing mobile homes are spread throughout the property, however most are located within the central and north areas of the property. All of the decks previously located in the southwest area of the property were gone. One mobile home was near the entrance, and according to Mr. Lemer, was ready to be picked up by the moving company. There was scattered debris material from the removal of mobile homes in the northwest area of the property. Mr. Lemer plans to recycle much of the material. Concrete blocks used to level mobile homes and various open trailers of assorted recycled materials were stacked in various locations throughout the property.

Based on Planning and Development's assessment, Mr. Lemer is on track to meet the requirement of zero mobile homes by November 29, 2018. If for some reason, this is not achieved, the following violations exist (number 2 has been addressed) and Planning





Story County Planning and Development Department  
Ph. 515-382-7245 Fax: 515-382-7294

and Development will work with the County Attorney's office to explore pursuing enforcement action.

### **Violations**

Current violations of the property include:

1. Bringing in and storing fill dirt without submitting site plan and providing information about its intended use and purpose and addressing erosion control and stormwater management.
2. ~~Storing/selling decks without submitting updated site plan.~~
3. Filling sewage lagoon initially intended for a storage area without updating site plan.
4. Based on prior communication from Mr. Lemer the temporary hoop building is being used for a purpose not allowed under the temporary zoning permit such as storage of vehicles and basketball hoop.
5. Junk and salvage material on lot in northwest area of the property and behind fenced enclosure.
6. Unlicensed and inoperable motor vehicles and semi trucks.

### **Conclusion:**

**Based on the recent site review, Mr. Lemer met the targeted number of no more than 18 mobile homes by August 31, 2018. Planning and Development staff will conduct a site review on November 29, 2018 to assess the situation and we will update the Board of Supervisors at a December 2018 meeting with the findings and any planned actions.**

