

The Board of Supervisors met on 7/25/17 at 10:00 a.m. in the Story County Administration Building. Members present: Marty Chitty, Lauris Olson, and Rick Sanders with Sanders presiding. (all audio of meetings available at [storycountyiowa.gov](http://storycountyiowa.gov)).

**MAINSTREAM LIVING ANNUAL REPORT** – Bill Vaughn, President and CEO, reported on services by location, type, and delivery service. He provided statistics on services and funding. Vaughn reported on Medicaid funding, industry-wide staff shortages, construction, and federal funding.

**MINUTES: 7/18/17 Minutes** – Olson moved, Chitty seconded approval of the minutes as presented. Motion carried unanimously (MCU) on a roll call vote.

**CLAIMS: 7/28/17 Claims of \$487,022.19** (run date 7/21/17, 37 pages, on file in the Auditor's Office) and authorize the Auditor to issue checks in payments of these claims and payment requests from BooST School Ready Services (\$45,998.85), BooST Early Childhood (\$9,121.97), CIDTF (\$4,853.34), Holding-Seized Funds (\$582.00), Emergency Management (\$722.00), E911 Surcharge (\$80,482.17), County Assessor (\$6,159.67), and City Assessor (\$729.13). Chitty moved, Olson seconded approval claims as presented. Roll call vote. (MCU)

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

1. Contract with Tyco SimplexGrinnell for Fire Alarm Detection and Monitoring at Story County Administration Building for \$661.18, effective 8/1/17-7/31/18
2. Adoption of the new Official Zoning Map of Story County, Iowa
3. Architect Services Agreement between Story County and HAILA Architecture/Structure/Planning, Ltd, Ames, Iowa for Secondary Roads Building Improvements – Kelley and Roland sheds
4. Letter of Termination of the Memorandum of Understanding (MOU) between the Board of Supervisors and Emergency Management for the Back-Up Emergency Operations Center Room, effective 8/19/17
5. Resolution #18-11, Setting a Date and Time for Public Hearing for 8/8/17, for Approving a Loan Agreement, Awarding the Sale and Authorizing the Issuance of a \$1,500,000 Urban Renewal Tax Increment Revenue Bond, Series 2017, Pledging to the Payment of the Bond Funds and Portions of Taxes Created Pursuant to the Authority of §403.19(2) of the *Code of Iowa*, Providing for the Securing of the Bond and Certifying the Bond to the County Auditor, All for Urban Renewal Purposes of Story County, Iowa
6. MOU between Story County and the Salvation Army for the Purposes of Funding Temporary Housing for Crestview Residents, effective 7/25/17-10/25/17
7. Utility Permits: #18-11, #18-12, #18-13, #18-14, #18-15, #18-16

Roll call vote. (MCU)

**VACATE A PORTION OF OLD BLOOMINGTON ROAD IN STORY COUNTY, IOWA** – Darren Moon, Engineer, provided background information, including location and maps. Moon will return at a later meeting with a resolution for consent. Sanders opened the public hearing at 10:17 a.m., and, hearing none, he closed the public hearing at 10:17 a.m. Chitty moved, Olson seconded the approval to Vacate a Portion of Old Bloomington Road in Story County, Iowa. Roll call vote. (MCU)

**RESOLUTION #18-2, CHRISTIAN CLEM UTILITY EASEMENT VACATION REQUEST** – Jerry Moore, Planning and Development (P&D) Director, reported on the request and the procedure. He provided site photos and points to consider. P&D staff recommend approval. Sanders opened the public hearing at 10:25 a.m., and, hearing none, he closed the public hearing at 10:25 a.m. Chitty moved, Olson seconded the approval of Resolution #18-2, Christian Clem Utility Easement Vacation Request. Roll call vote. (MCU)

**SENDING FY18 BUDGET AMENDMENT FOR PUBLICATION** – Lisa Markley, Assistant Auditor, reported on the process. The public hearing will be on 8/15/17. The Board may lower the amount at the hearing but cannot raise it. Olson moved, Chitty seconded the approval of sending the FY18 Budget Amendment for Publication. Roll call vote. (MCU)

**STORY COUNTY FY18-19 FUNDING PRIORITIES FOR THE ANALYSIS OF SOCIAL SERVICES EVALUATION TEAM (ASSET) PROCESS** – Deb Schildroth, External Operations and County Services Director, provided history and legislative technical reasons for the funding sources. Olson moved, Chitty seconded the approval of the Story County FY18-19 Funding Priorities for the ASSET Process. Roll call vote. (MCU).

**STAFF TO COMPILE AMENDMENTS TO THE URBAN RENEWAL PLAN - STORY COUNTY URBAN RENEWAL AREA (URA)** – Leanne Harter, County Outreach and Special Project Manager, reported on potential amendments, reviewed the project amounts, and provided the schedule. Sanders stated the addition of proposed projects does not commit the Board to funding them. Discussion took place. Olson moved, Chitty seconded the approval of Staff to Compile Amendments to the Urban Renewal Plan-Story County Urban Renewal Area as presented. Roll call vote. (MCU)

**TAX INCREMENT FINANCING (TIF) FUNDING UPDATE FROM COUNTY AUDITOR** – Lisa Markley, Assistant Auditor, reported on projects that have yet to draw down TIF funding. Markley reported on the process, and stated TIF dollars must be apportioned back to the base if not needed. The timeframe is limited. Discussion took place. Markley provided FY18 estimated revenue is \$1,061,397, and listed the status of TIF-funded projects.

**CONTINUED FUNDING FOR \$175.00 FOR THE WATERSHED COORDINATOR FOR THE CENTRAL IOWA WATERSHED MANAGEMENT AUTHORITIES (FOUR MILE CREEK WMA)** – Leanne Harter, County Outreach and Special Project Manager, reported a Polk County Soil and Water Conservation District (SWCD) will facilitate; a 28E agreement was approved last year and will continue for three years. Discussion took place. Chitty moved, Olson seconded the approval to Continued Funding for \$175.00 for the Watershed Coordinator for the Central Iowa Watershed Management Authorities (Four Mile Creek WMA) for three years. Roll call vote. (MCU)

**BOARD OF SUPERVISORS' INTERNSHIP PROGRAMS** – Alissa Wignall, Internal Operations and Human Resources (HR) Director, provided an overview of the program, reviewed hours, wages, and projects, and stated no changes are requested for the upcoming fiscal year for the HR internship. Leanne Harter, County Outreach and Special Project Manager, reported on the many communications tasks assigned to the HR intern. Wignall reported on the proposed communications intern, including budget, hours, and qualifications. She has communicated with Iowa State University as well as local school districts. She reported on recruitment efforts. Discussion took place. Olson moved,

Chitty seconded the approval of the Board of Supervisors Internship Programs as presented. Sanders clarified that high school students are included in the motion. The Board concurred. Roll call vote. (MCU)

**UPDATE FROM THE COUNTY ATTORNEY'S OFFICE ON POSSIBILITY OF IMPLEMENTING LOCAL STANDARDS FOR CONFINED ANIMAL FEEDING OPERATIONS (CAFO) MASTER MATRIX SCORING WORKSHEET** – Sanders provided history; Ethan Anderson, Assistant County Attorney, was asked last winter to explore if the County had any authority to implement local standards for CAFOs. Anderson reported this investigation began last November with a slide show presented by Gene Tinker of the Iowa Department of Natural Resources (DNR) to Iowa State Association of Counties (ISAC) members. Tinker believed counties could take a more active role in the master matrix scoring process. Tinker advocated for defining terms not clearly defined by the *Code of Iowa* or the Administrative Code. Tinker recommended counties explore these gray areas and take a more active role in the process. Anderson conferred with Jessica Reynolds and the ISAC General Counsel and was of the legal opinion that there were limited options at the time available to counties. He has now heard back from the Attorney General (AG) and is of the opinion that those limited options are no longer available; there is no option for local control. County Home Rule has been scaled back in this regard. The AG has stated that the DNR master matrix pre-empts any local ordinance or requirement for CAFO construction permits. There was an example from Humboldt County. Anderson believes counties should pursue legislative solutions if they want reform. Olson thanked Anderson and staff who researched this issue.

**LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS:** Chitty and Olson both reported on multiple meetings. Sanders will take Olson's question about a "black sky" event, a catastrophic event the severely disrupts critical infrastructures in multiple regions, to the Emergency Management Commission.

Chitty moved, Olson seconded to adjourn at 11:30 p.m. Roll call vote. (MCU)

Story County  
Board of Supervisors Meeting  
Tentative Agenda  
7/25/17

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. AGENCY REPORTS:

I. Mainstream Living Annual Report - Bill Vaughn

Department Submitting Auditor

Documents:

72517 ANNUAL RPT.PDF

5. CONSIDERATION OF MINUTES:

I. 7/18/17 Minutes

Department Submitting Auditor

6. CONSIDERATION OF PERSONNEL ACTIONS:

7. CONSIDERATION OF CLAIMS:

I. 7/28/17 Claims

Department Submitting Auditor

Documents:

CLAIMS 072717.PDF

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 A Contract With Tyco SimplexGrinnell For Fire Alarm Detection And Monitoring At Story County Administration Building For \$661.18 Effective 8/1/17-7/31/18

Department Submitting Facilities Mgmt.

Documents:

SIMPLEX ADMIN.PDF

II. Consideration And Adoption Of The New Official Zoning Map Of Story County, Iowa

Department Submitting Planning and Development

Documents:

MEMO OFFICIAL ZONING MAP 07252017.PDF  
OFFICIAL ZONING MAP 07252017.PDF

- III. Consider Approval Of Architect Agreement Between Story County And HAILA Architecture/Structure/Planning, Ltd, Ames Iowa For Secondary Roads Building Improvements

Department Submitting Engineer

Documents:

ARCHITECT AGREEMENT KELLY AND ROLAND SHED.PDF

- IV. Consideration Of The Letter Of Termination For The Memorandum Of Understanding With Board Of Supervisors And Emergency Management For The Back-Up EOC Room Effective 8/19/17

Department Submitting Auditor

Documents:

TERMINATION OF MOU BACK UP EOC.PDF

- V. Consideration Of Resolution #18-11, Setting A Date And Time For Public Hearing For August 8, 2017, For Approving A Loan Agreement, Awarding The Sale And Authorizing The Issuance Of A \$1,500,000 Urban Renewal Tax Increment Revenue Bond, Series 2017, Pledging To The Payment Of The Bond Funds And Portions Of Taxes Created Pursuant To The Authority Of Section 2 Of Section 403.19 Of The Code Of Iowa, Providing For The Securing Of The Bond And Certifying The Bond To The County Auditor, All For Urban Renewal Purposes Of Story County, Iowa

Department Submitting Board of Supervisors

Documents:

RESOLUTION 1811.PDF

- VI. Consideration Of Memorandum Of Understanding Between Story County And Salvation Army For The Purposes Of Funding Temporary Housing For Crestview Residents Effective 7/25/17-10/25/17

Department Submitting Community Services

Documents:

MOU SALVATION ARMY.PDF

- VII. Consideration Of Utility Permit(S): #18-011, #18-012, #18-013, #18-014, #18-015, #18-

016

Department Submitting Engineer

Documents:

UT 18 011.PDF  
UT 18 012.PDF  
UT 18 013.PDF  
UT 18 014.PDF  
UT 18 015.PDF  
UT 18 016.PDF

9. PUBLIC HEARING ITEMS:

- I. Consideration To Vacate A Portion Of Old Bloomington Road In Story County, IA - Darren Moon

Department Submitting Engineer

Documents:

OLD BLOOMINGTON PUBLIC HEARING NOTICE 2.PDF

- II. Discussion And Consideration Of Resolution #18-2, Christian Clem Utility Easement Vacation Request - Jerry Moore

Department Submitting Planning and Development

Documents:

MEMO.PDF  
RESOLUTION 18 2.PDF  
HICKORY CREEK ACRES.PDF  
FORMAL REQUEST.PDF  
CHRISTIAN CLEM DOCUMENTS FROM NEIGHBORS AND MORTGAGE  
HOLDER.PDF  
LANDSCAPING WITH EASEMENTS.PDF

10. ADDITIONAL ITEMS:

- I. Consideration Of Sending FY18 Budget Amendment For Publication - Lisa Markley

Department Submitting Auditor

Documents:

FY18 AMENDMENT.PDF

- II. Discussion And Consideration Of The Story County FY 2018-19 Funding Priorities For The ASSET Process - Deb Schildroth

Department Submitting Board of Supervisors

Story County Meeting  
Board of Supervisors  
7/25/17

NAME

ADDRESS

DARREN MOON  
Jerry Moore  
Bill Vaughn  
Debra Thompson  
Paula Jomo  
Austin Harrington  
Haley Weber  
Deb Schildroth  
Missa Wright  
Linda Murken  
Bryan Muckley  
Gary Anderson

ENG.  
P&D  
Mainstream - Judy  
Richland Township  
LWV  
Ames trib  
P&D  
BOS Office  
BOJ  
Gilbert  
Anchor  
SCAO

## Report for Story County Board of Supervisors

6/28/2017

Mainstream Living current serves individuals in 2 program areas in Story County, Home and Community Based Waiver and the Center. Some individuals may receive more than one type of service while others may only receive one specific service. The majority of individuals receiving services are funded thru Medicaid, with a few receiving their funding from Story County. The total numbers of individuals served in Story County are as follows:

### Home and Community Based Services –

Hourly Supported Community Living (SCL) services – 19 individuals

Daily SCL services - 54 individuals in 17 Sites

Medically Fragile – 5 individuals at 1 Site

### Mainstream Center – Some individuals may be included in multiple services below

Day Habilitation @ MELC services – 57 individuals

Day Habilitation @ ACE services – 29 individuals

Day Habilitation @ Sensory services – 16 individuals

Enclaves – 55 individuals

- 1) Of the numbers above, Story County currently pays for 1 individual receiving ¼ hour Enclave services. During FY 15-16, we received \$3,960. We are on track to receive \$880 for this fiscal year. Mainstream requested \$2,000 for FY 17-18 and were allocated \$2,000.
- 2) Story County currently pays for 4 individuals receiving full-day Day Habilitation services. During FY 15-16 we received \$13,800 for those services. We are on track to receive \$29,430 this fiscal year. We requested \$15,000 for FY 17-18 and were allocated \$12,000.
- 3) Story County currently pays for 2 individuals receiving ¼ hour SCL services. During FY 15-16 we received \$17,645 for those services. We are on track to receive \$3,114 this fiscal year. We requested \$9,000 for FY 17-18 and were allocated \$9,000.

- 4) Story County currently pays for 1 individual receiving ¼ Hour Day Habilitation services. During FY 15-16 we received \$308 for those services. We are on track to receive \$194 this fiscal year. We requested \$491 for FY 17-18 and were allocated \$491.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "William Vaughn". The signature is fluid and cursive, with a large initial "W" and a long, sweeping underline.

William Vaughn, MSW, LISW  
President and CEO  
Mainstream Living, Inc.,

# SAVE THE DATE

**Luncheon, Ribbon Cutting & Open House**  
Celebrating Partnerships and Projects



Mainstream  
Living 

AUGUST 17  
**11-1**

1200 McCormick | Ames  
Lunch at 11 | Ribbon cutting at noon  
Call 515-232-8405 with questions |  
[www.mainstreamliving.org](http://www.mainstreamliving.org)



D-U-N-S 09-4738007  
FED. ID 58-2608861

District # 320  
4170 Nw Urbandale Dr  
URBANDALE, IA 50322-2067  
515-278-4100

INVOICE NO.  
79524645

INVOICE DATE  
07-03-17

CUSTOMER PO

CONTRACT #  
141618

MODIFIER  
R04-APR-2017

PAYMENT TERMS  
NET 30

**Bill To:** 320-00289793

Story Co Facilities Management  
900 6th St  
NEVADA IA 50201-2004

**Ship To:** 320-00289793

Story Co Facilities Management  
900 6th St  
NEVADA IA 50201-2004

**Requestors Name:** AL HAHN, PROP MANAGER,

CONTRACT DESCRIPTION	CONTRACT START DATE	CONTRACT END DATE
STORY CO FACILITIES MANAGEMENT-900 6TH ST-00289793	01-AUG-17	31-JUL-18

INVOICE NOTES:

**APPROVED** **DENIED**

Board Member Initials: AS

Meeting Date: 7/25/17

Follow-up action: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Total Contract Amount	-	\$661.18	Amount Of Current Invoice	-	\$661.18
			Sales Tax	-	\$0.00
			Total Amount Included	-	\$661.18
			Payment Received	-	\$0.00
<b>Total Amount Due</b>					<b>\$661.18</b>



REMITTANCE COPY

PLEASE TEAR OFF AND RETURN THIS PORTION WITH YOUR PAYMENT - WRITE INVOICE NO. ON YOUR CHECK.

TOTAL AMOUNT DUE  
661.18

**BILL TO** Story Co Facilities Management  
320-00289793  
**SHIP TO** Story Co Facilities Management  
320-00289793

INVOICE NUMBER 79524645  
INVOICE DATE 07-03-17  
CUSTOMER P.O.

**REMIT TO** SimplexGrinnell  
Dept. CH 10320  
Palatine, IL 60055-0320

4000066118879524645



District # 320  
4170 Nw Urbandale Dr  
URBANDALE, IA 50322-2067  
515-278-4100

INVOICE NO.
79524645
DATE OF INVOICE
07-03-17

**INVOICE CONTRACT DETAIL**

Service Plan Name	Billing Start Date	Billing End Date	Ship To Address	Covered Product	Qty	Description	Amount
ALARM & DETECTION-MONITORING	01-AUG-17	31-JUL-18	900 6th St, , NEVADA, IA	SYSTEM-FA-SIMPLEX 4100U FA-MONITRNG	1 1	SIMPLEX 4100U SYSTEM ** IB ONLY ** MONITORING	\$661.18



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:** July 20, 2017

**TO:** Story County Board of Supervisors

**FROM:** Jerry Moore, Planning and Development Director and Haley Weber, Planning and Development Intern

**RE:** Consideration and adoption of the new Official Zoning Map of Story County, Iowa in accordance to Story County Land Development Regulations Chapter 86.02 (2)

Story County Land Development regulation Chapter 86.02 (2) states, “the Board of Supervisors may from time to time adopt a new Official Zoning Map which shall supersede the prior Official Zoning Map; in the event that the Official Zoning Map becomes damaged or destroyed; or for purposes of clarity due to a number of boundary changes, or to correct drafting errors or omissions; provided, however, any such adoption shall not have the effect of amending the Ordinance or any subsequent amendment thereof.”

The current Official Zoning Map was approved by the Story County Board of Supervisors July 7, 2015. There have been four zoning district boundary changes since this date. The zoning district boundary changes include the following:

Ordinance #	Parcel #	Property owner	Change
246	10-01-400-315	Alan McHose	CLI-Commercial Light Industrial District to A-1 Agricultural District
256	10-05-300-405	Donald Jensen	A-2 Agribusiness District with conditions to A-2 Agribusiness District without conditions (recently annexed)
259	11-19-300-350	Jeff Dillman	A-1 Agricultural District to A-2 Agribusiness District
261	04-16-300-385	Jennifer & Josh Thomason	A-2 Agribusiness District and A-1 Agricultural District to CLI-Commercial Light Industrial District

**The new Official Zoning Map may be approved by a motion of the Board of Supervisors.**



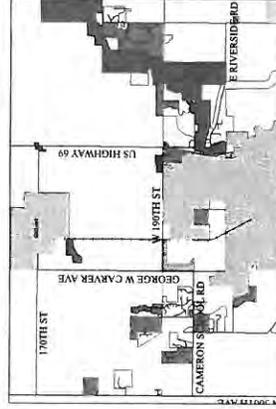
PLEASE RECYCLE

# Story County, Iowa OFFICIAL ZONING MAP

MAP UPDATED ON 7/26/2017  
STORY COUNTY PLANNING AND DEVELOPMENT



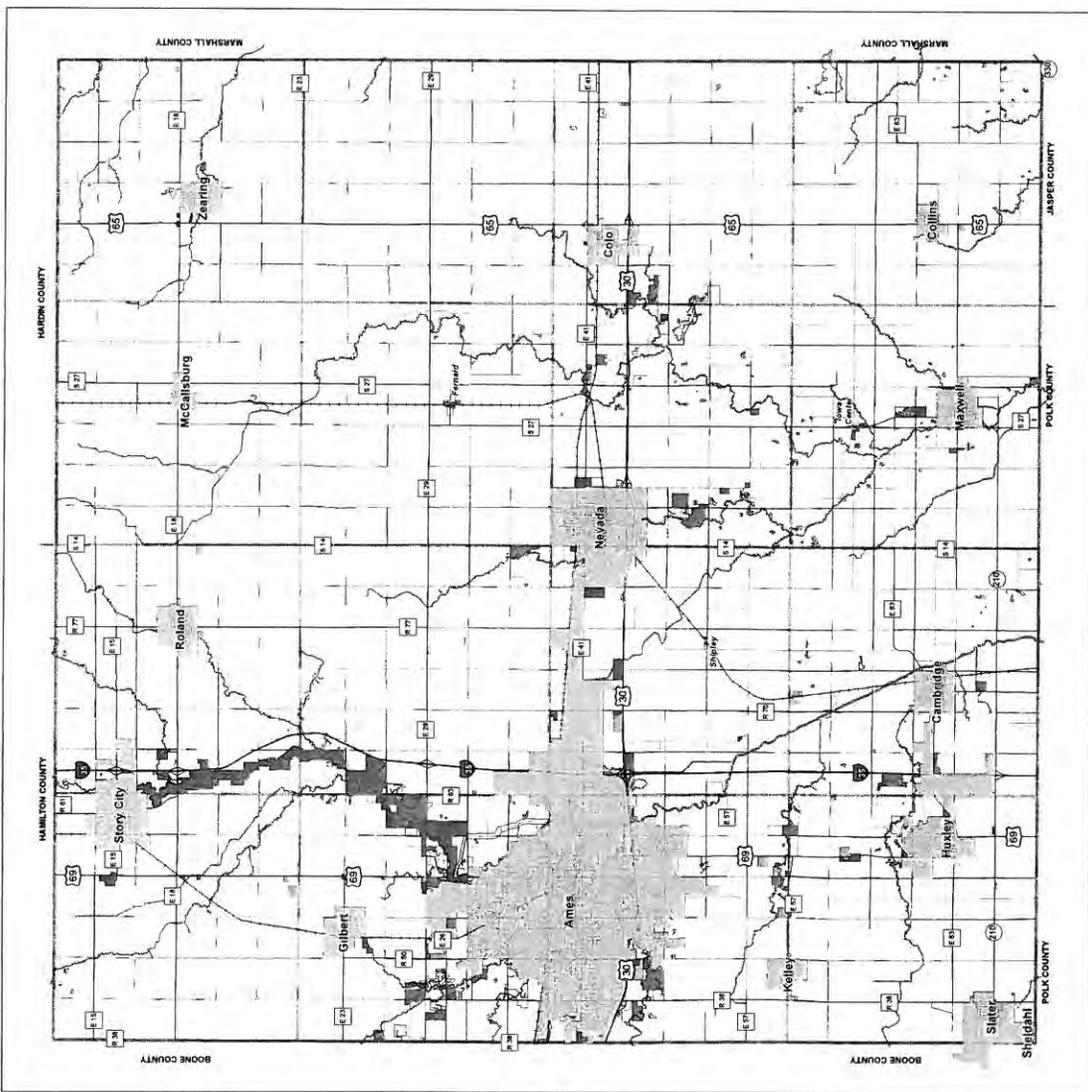
Legend	
	City Limits
	Townships
	County Boundary
Zoning	
	A-1 Agricultural District
	A-2 Agriculture Business District
	A-R Agricultural Residential District
	CL-1 Commercial/Light Industrial District
	GB-C Greenbelt-Conservation District
	HI Heavy Industrial District
	R-1 Transitional Residential District
	R-2 Urban Residential District
	RMH Residential Manufactured Housing District
Overlay Districts	
	R-C Residential Conservation Design (Overlay) District
	R-M Residential Mixed Use (Overlay) District



NOW, THEREFORE, BE IT RESOLVED that the boundaries of these districts are indicated upon the Official Zoning Map of Story County, Iowa, which map is made a part of the Ordinance by which this Official Zoning Map is adopted. The Ordinance shall be effective as if the Ordinance, references, and other matters set forth by said map were all fully described herein. The Official Zoning Map shall be subject to amendment by the Board of Supervisors and the Planning and Development Director and shall bear the signature of the chairperson of the Board of Supervisors and the Planning and Development Director. The certification that this is the Official Zoning Map of Story County, Iowa.

Chair, Board of Supervisors  
Story County, Iowa

ATTEST: Auditor  
Story County, Iowa



**DISCLAIMER:**  
This map is intended for showing the general zoning areas only. Also, this map may not represent the latest recording approvals. For an accurate legal description of a zoned area, or for the latest revisions, please contact the Story County Planning and Development Department. This map is not intended for use in a court of law. There are no warranties, express or implied, made by the County for any use of this map. These and other digital data do not replace or modify land surveys, deeds, and/or other legal instruments defining land ownership or use. This map is reprinted upon official publication of an amendment to the zoning district boundaries or upon a change to the municipal boundaries of a city.



**AIA**<sup>®</sup>

# Document B101™ – 2017

## Standard Form of Agreement Between Owner and Architect

**AGREEMENT** made as of the twenty eighth (28<sup>th</sup>) day of June in the year 2017  
*(In words, indicate day, month and year.)*

**BETWEEN** the Architect's client identified as the Owner:  
*(Name, legal status, address and other information)*

Story County  
900 6<sup>th</sup> Street  
Nevada, IA 50201

and the Architect:  
*(Name, legal status, address and other information)*

HAILA Architecture | Structure | Planning, Ltd.  
413 Kellogg Avenue  
Ames, Iowa 50010

for the following Project:  
*(Name, location and detailed description)*

Secondary Roads Building Improvements (Kelley/Roland Shed)

**ADDITIONS AND DELETIONS:**

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The Owner and Architect agree as follows.

Init.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
- 3 SCOPE OF ARCHITECT'S BASIC SERVICES
- 4 SUPPLEMENTAL AND ADDITIONAL SERVICES
- 5 OWNER'S RESPONSIBILITIES
- 6 COST OF THE WORK
- 7 COPYRIGHTS AND LICENSES
- 8 CLAIMS AND DISPUTES
- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.").

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

Building Specifications and layout, as described in Appendix A of Request for Proposal provided by Story County.

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

Roland Site – Existing building will be removed and a new building constructed.

Kelley Site – New building will be placed on greenfield site.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

\$730,000 – To be confirmed or adjusted by Owner after commencement of Project.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

Schematic Design July 12, 2017 – July 23, 2017  
Design Development July 24, 2017 – August 4, 2017  
Construction Documents July 31, 2017 – August 20, 2017  
Bidding & Negotiation August 21, 2017 – September 17, 2017

.2 Construction commencement date: September 18, 2017.

.3 Substantial Completion date or dates:

January 31, 2018

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project(s):  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

Competitive Bid

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project: Not Applicable  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

*(Paragraph deleted)*

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address, and other contact information.)*

Darren Moon  
Story County Engineer  
837 N Avenue  
Nevada, IA 50201

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

*(List name, address, and other contact information.)*

§ 1.1.9 The Owner shall retain the following consultants and contractors: Shall be determined by the Owner, in consultation with the Architect, on a per project basis. Once determined, it will be incorporated into the G802 Amendment.

*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

.2 Civil Engineer:

- .3 Other, if any:  
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

Chad West, Principal  
HAILA Architecture Structure Planning, Ltd.  
413 Kellogg Avenue  
Ames, Iowa 50010-6270

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

To be determined and mutually agreed upon with the Owner by AIA G802 Amendment for each selected Project. Once determined, it will be incorporated into the G802 Amendment for each selected Project.

- .1 Structural Engineer:

Eric E. Vermeer, P.E.  
HAILA Architecture Structure Planning, Ltd.  
413 Kellogg Avenue  
Ames, Iowa 50010-6270

- .2 Mechanical Engineer:

- .3 Electrical Engineer:

§ 1.1.11.2 Consultants retained under Supplemental Services:

§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

*(Paragraphs deleted)*

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.2.1 The Architect shall perform its services in compliance with all applicable ordinances, statutes, regulations, codes and the Owner's policies that may exist as of the date of this Agreement.

§ 2.2.2 Whenever this Agreement provides that the Architect may rely on information provided by the Owner, from any source, such reliance shall be reasonably based on the Architect's standard of care contained in Section 2.2.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project. The Architect may not change said representative without the Owner's consent. This person shall be Chad West, AIA. The Architect, through this representative, shall advise and consult with the Owner during the administration of the Contract for Construction and shall serve as the "Owner's Authorized Contract Representative" for the purposes and/or responsibilities outlined under Iowa Code Section 26.13. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written amendment.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000 ) for each occurrence and two million ( \$ 2,000,000 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than five hundred thousand ( \$ 500,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide

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narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 2.5.4 Workers' Compensation**

Bodily Injury By Accident	\$100,000 Each Accident
Bodily Injury By Disease	\$100,000 Each Employee
Bodily Injury By Disease	\$500,000 Policy Limit

Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than one million (\$ 1,000,000 ) per claim and two million (\$ 2,000,000 each policy period ) in the aggregate.

**§ 2.5.5** The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements of this Section 2.5. All deductibles and premiums associated with the above coverages shall be the responsibility of the Architect. The certificates will show the Owner as an additional insured on the Commercial General Liability and Automobile Liability policies. The Architect shall require that all Consultants engaged by the Architect carry and maintain sufficient insurance that is appropriate to the project in the reasonable discretion of the Architect. The Architect and Consultants shall submit proof of such insurance to the Owner before submittal of the first invoice. Architect will provide written notice to the Owner at least thirty (30) days prior to any cancellation, nonrenewal, or material modification of the policies for a period of two (2) years from the date of this Agreement.

*(Paragraphs deleted)*

**§ 2.6** Commercial Liability and Automobile Liability policies cited above should be endorsed as follows:

"The insurance company and the insured expressly agree and state that the purchase of this policy of insurance by the insured does not waive any of the defense of governmental immunity available to the insured under Iowa Code Section 670 as it now exists or may be amended from time to time. The company and the insured further agree that this policy of insurance shall cover only its claims not subject to the defense of governmental immunity under Iowa Code Section 670"

**§ 2.7** The Certificate of Insurance Commercial Liability and Automobile Liability policies should state:

"The insurance company and the insured expressly agree and state that granting additional insured status on this policy of insurance does not waive any of the defense of governmental immunity available to the insured under Iowa Code Section 670 as it now exists or may be amended from time to time."

**ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, electrical and civil engineering services as may be applicable. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded

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by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

§ 3.1.5 The Architect shall, at appropriate times, make all reasonable efforts to contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project in order to receive necessary requirements and opinions on various design issues. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services. Should the aforementioned entities fail to respond in a timely manner (within two weeks) to two separate written requests for reviews, information or interpretations, or if it is shown by the Architect through documented evidence that a different decision or directive was issued by a governmental authority after an unreasonable amount of time (two weeks from initial decision) which contradicts a previous direction or decision given to the Architect, the Architect shall be held harmless and not be liable for any direct expenses or delays due to the aforementioned lack of response or changed directives.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of normal and known governmental authorities having jurisdiction over the Project.

§ 3.1.7 All documents produced by the Architect and its consultants pursuant to this Agreement shall be created with reasonable professional efforts to comply with applicable laws, statutes, ordinances, codes, rules, and regulations in effect at the time of construction document submission to building authorities. Design changes made necessary by newly enacted laws, codes and/or regulations after the date of submission of the documents to the building authorities shall entitle the Architect and its consultants to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement. All documents shall be dated and shall contain, and/or be adopted by a statement referring to each specific document covered by the signature of the registered architect and/or engineer in responsible charge, a certificate that the work was done by such registered architect and/or engineer or under the registered architect's and/or engineer's direct personal supervision and the Iowa legible seal for such registrant.

§ 3.1.7 As deemed necessary by the Architect in its professional judgment, the Architect shall review its design for compliance with applicable: (a) technical specifications, (b) building codes, (c) ADA standards, (d) approved Project construction budgets, (e) approved Project schedules, and (f) other contract obligations.

### § 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project including the feasibility of incorporating environmentally responsible design approaches if requested by the Owner. The Owner must approve any alternative design approaches offered by the Architect prior to incorporating said approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements, schedule and budget for the Cost of Work agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other

documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.2.8 The Architect shall not proceed with the Design Development Phase as set forth in Section 3.3 until:

1. The Architect has received the Owner's approval of the Schematic Design Documents;
2. The Architect has provided the Owner with a written estimate of the Cost of the Work that is within the Owner's Budget for the Cost of the Work, and
3. The Architect has received authorization and direction from the Owner to proceed with the Design Development Plan.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect will meet with the Owner to review the designs and discuss options. Based on these discussions and the Architect's review, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.3.4 The Architect shall not proceed with the Construction Documents Phase until:

1. The Architect has received the Owner's approval of the Design Development Documents,
2. The Architect has provided the Owner with an estimated bid date and a written estimate for the Cost of the Work that is within the Owner's Budget for the Cost of the Work, and
3. The Architect has received authorization and direction from the Owner to proceed with the Construction Documents Phase.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Schematic and Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Schematic and Design Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform

the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents, and the Architect shall assist the Owner in filing the documents in the Owner's name, if necessary, or as required for the approval of governmental authorities having jurisdiction over the Project. The Architect shall be responsible for making such changes in the Construction Documents as may be mandated by said governmental authorities at its expense if determined by the parties or an independent third party to have been originally drawn in error.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms. Any and all sample forms and contracts provided by the Architect shall to the best of its knowledge conform to applicable requirements of Iowa Code Chapter 26 and Iowa Code Chapter 573 and other applicable statutes at the time of issuance of bidding documents. Owner's legal counsel shall be contacted by the Owner to review the Architect's provided forms and contracts for legal and statutory compliance and legal counsel shall notify the Owner and Architect of any needed changes to ensure statutory compliance.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.4.6 The Architect shall include in the Conditions of the Contract for Construction and Specifications requirements that the Contractor provide operation manuals and adequate training for the Owner in the operation and maintenance of mechanical, electrical, heating, ventilation, air conditioning and other building systems installed by the Contractor, and warranty information pertaining to such systems.

### § 3.5 Procurement Phase Services

#### § 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids; (2) confirming responsiveness of bids; (3) evaluating and validating the bids and determining the successful bid, if any; and, (4) awarding and preparing contracts for construction.

#### § 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

*(Paragraphs deleted)*

§ 3.5.2.2 The Architect shall not proceed with the competitive bidding phase until:

1. The Architect has received the Owner's acceptance of the Construction Documents;
2. The Architect has provided the Owner and the Owner's Representative with a final estimate for the Cost of the Work that is within the Owner's Budget for the Cost of the Work; and
3. The Architect has received authorization and direction from the Owner to proceed with the competitive bidding phase.

§ 3.5.2.3 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 distributing (or utilizing the services of a document reproduction company) the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining or having maintained by a document reproduction company a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;

- .3 organizing and conducting a pre-bid conference, if deemed necessary by the Owner for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

*(Paragraphs deleted)*

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

## § 3.6 Construction Phase Services

### § 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement. The Architect, as a hired representative of the Owner, shall provide construction phase services in a manner consistent with the interests of the Owner and with that degree of skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the later of the date the Architect issues the final Certificate for Payment, or the completion the ten month pre-warranty "walk through" with follow-up on any necessary warranty items until the expiration of the one year warranty correction period. Provided, however, the Architect shall not issue the final Certificate of Payment until the Architect confirms with the Owner, in writing, that the Contractor has satisfied all of the conditions under Section 9.10 of the AIA A201 General Conditions of the Construction Contract and the Work to the best of the Architect's knowledge has been fully completed in accordance with the Contract Documents.

### § 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect, as a representative of the Owner, shall visit the site at times and intervals appropriate to the stage of construction and as mutually agreed upon by the Owner and Architect in Section 4.3.3, to observe the Work; to become familiar with the progress and quality of the Work; and to provide an opinion to the Owner regarding whether the Work is proceeding in general accordance with the Contract Documents. On the basis of on-site observations as an architect, the Architect shall keep the Owner reasonably informed of the progress and quality of the Work, and shall use reasonable care customary in the industry to promptly advise the Owner of observed or known deviations from the Contract Documents and observed or known failures of the Contractor to carry out the Work in accordance with the Construction Documents and Construction Schedule. The Architect will provide the Owner with a field observation report within seven (7) working days after completion of each site visit as the Project progresses. However, the Architect shall not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. The Architect shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work

§ 3.6.2.2 If the Architect has knowledge of any Work which does not conform to the Contract Documents which significantly impacts the Owner, the Architect shall promptly notify the Owner. The Architect shall not authorize or direct any Work stoppage, removal of Work in place, or changes in any Work, except for minor issues with no

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impact to the Construction Schedule or Construction Budget, without prior written approval of the Owner. Wherever the Architect considers it necessary or advisable for implementation of the intent of the Contract Documents, the Architect shall require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect, nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employee or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by the Contractor, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.2.6 Upon substantial completion of the Project, the Architect and/or its appropriate consultant shall be present at the initial startup and operation of all systems and equipment to help assist in determining that such Work has been completed in accordance with the requirements of the Contract Documents and that the systems and equipment are functioning properly and fit for the intended purposes. This shall not require or obligate the Architect to perform systems "commissioning" services.

§ 3.6.2.7 The Architect shall select and specify materials for the Project with no asbestos or asbestos-containing material.

§ 3.6.2.8 Ten (10) months after substantial completion of the Project, the Architect shall participate in a one-year warranty review to determine that the completed Work remains in accordance with the requirements of the Contract Documents and to identify any then required warranty work.

### § 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in general accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum. However, the issuance of a Certificate for Payment shall constitute a representation to the Owner that to the best of the Architect's knowledge, information and belief the Contractor is entitled to payment in the amount certified.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment, copies of which Applications and Certificates for Payment shall be sent to the Owner with certifications of each signed by the

Architect.

**§ 3.6.4 Submittals**

**§ 3.6.4.1** The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, within fifteen (15) days of receipt of the submittal while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

**§ 3.6.4.2** In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

**§ 3.6.4.3** If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

**§ 3.6.4.4** Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise within fifteen (15) days of receipt. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

**§ 3.6.4.5** The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

**§ 3.6.5 Changes in the Work**

**§ 3.6.5.1** The Architect may order minor changes in the Work, upon notice to the Owner, that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. For all other changes in the Work the Architect must obtain the Owner's written approval. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's review and approval and execution in accordance with the Contract Documents.

**§ 3.6.5.2** The Architect shall maintain records relative to changes in the Work.

**§ 3.6.6 Project Completion**

**§ 3.6.6.1** The Architect shall:

- .1 conduct site observations and evaluations to determine the date of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final observation and evaluation indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's site observations and evaluations shall be conducted with the Owner, unless the Owner authorizes differently, to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect, acting as the Owner's authorized contract representative in accordance with the requirements of Iowa law, shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of Work and/or for Iowa Code Chapter 573 claims filed. The Architect shall promptly notify the Owner if the Contractor requests early release of retainage funds upon achieving Substantial Completion and shall inform the Owner if all required documentation for the request of early release of retainage has been received from the Contractor and is in proper order.

§ 3.6.6.4 Before the Work is found to be finally completed by the Architect, it shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of Iowa Code Chapter 573 claims or bonds indemnifying the Owner against filed claims; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, (1) perform an observation of the Project site, (2) provide assistance in enforcing any warranty issued by the Contractors, and (3) facilitate a meeting between the Contractor and Owner to review the facility operations and performance.

#### ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

##### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project, except as noted. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, or if subsequently requested and authorized by Owner to be performed by Architect, and, in that case, the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	
§ 4.1.1.2 Multiple preliminary designs	Included in Basic Services
§ 4.1.1.3 Measured drawings	
§ 4.1.1.4 Existing facilities surveys	Included in Basic Services
§ 4.1.1.5 Site evaluation and planning	Included in Basic Services
§ 4.1.1.6 Building Information Model management responsibilities	Included in Basic Services
§ 4.1.1.7 Development of Building Information Models for post construction use	
§ 4.1.1.8 Civil engineering	Included in Basic Services
§ 4.1.1.9 Landscape design	
§ 4.1.1.10 Architectural interior design	
§ 4.1.1.11 Value analysis	
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	

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Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.13 On-site project representation	
§ 4.1.1.14 Conformed documents for construction	
§ 4.1.1.15 As-designed record drawings	
§ 4.1.1.16 As-constructed record drawings	
§ 4.1.1.17 Post-occupancy evaluation	
§ 4.1.1.18 Facility support services	
§ 4.1.1.19 Tenant-related services	
§ 4.1.1.20 Architect's coordination of the Owner's consultants	
§ 4.1.1.21 Telecommunications/data design	Included in Basic Services
§ 4.1.1.22 Security evaluation and planning	
§ 4.1.1.23 Commissioning	
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	
§ 4.1.1.25 Fast-track design services	
§ 4.1.1.26 Multiple bid packages	
§ 4.1.1.27 Historic preservation	
§ 4.1.1.28 Furniture, furnishings, and equipment design	
§ 4.1.1.29 Other services provided by specialty Consultants	
§ 4.1.1.30 Other Supplemental Services	

**§ 4.1.2 Description of Supplemental Services**

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

**§ 4.2 Architect's Additional Services**

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including , but not limited to size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revisions of codes, laws or regulations or by official interpretations of applicable codes, laws or regulations that occur after the Instruments of Service are prepared and/or could not have been known by the Architect through the exercise of a reasonable standard of care prior to the time the original Instruments of Service were prepared;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .80 Assistance to the Initial Decision Maker, if other than the Architect.

If the Architect believes it is entitled to additional compensation for services the Architect believes are needed under this Section 4.2.1 or for other services requested by the Owner, the Architect shall notify the Owner in writing with reasonable promptness and (1) explain the basis of the Architect's belief that such services are outside the scope of the Basic Services and qualify as Additional Services, and (2) provide an estimate of the probable cost of such services and probable impact, if any, on the schedules. The Architect shall not provide any services for which the Architect believes it is entitled to additional compensation until the Architect receives the Owner's written authorization, which authorization shall either (i) acknowledge that the Architect is entitled to additional compensation under Section 11.3, or (ii) deny that the Architect is entitled to additional compensation and services are not provided.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall proceed to provide the following Additional Services, but immediately notify the Owner and explain the facts and circumstances giving rise to the need to provide the Additional Services. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require the preparation or revision of Instruments of Service;
- .4 Evaluating more than ten (10) formal claims as the Initial Decision Maker; or,
- .5 Making subsequent revisions to Instruments of Service resulting from: .substitutions proposed by the Owner or Contractor.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two ( 2 ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor

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- .2 Minimum of biweekly (every other week) visits to the site by the Architect during construction
- .3 Two ( 2 ) observations for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two ( 2 ) observations for any portion of the Work to determine final completion.
- .5 At least one (1) observation of the Work to view what is visually observable after the Work has been accepted by the Owner at approximately ten (10) months after final acceptance.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work for each Project shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If all services covered by this Agreement have not been completed within sixty (60) days of the date of Substantial Completion, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

#### ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements

§ 5.2 The Owner shall consult with the Architect to assist it in establishing and periodically updating the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable construction and estimate contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner increases or decreases the Owner's budget for the Cost of the Work (more than 5%), the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality, and equitably negotiate adjustments to the Architect's compensation.

§ 5.3 The Owner shall identify a single representative authorized to act on the Owner's behalf to the extent permitted by law with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of any necessary geotechnical engineers, which may include, but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated

as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials. The Architect, as authorized by the Owner, shall provide to the Owner for the Owner's approval, a list of tests, inspections or reports that are required or anticipated in the Contract Documents.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service. However, Owner shall have no responsibility to inspect the Project or the Architect's Instruments of Service for defects.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that directly relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. The Architect shall promptly provide the Owner with copies of any direct communication it has with the Contractor regarding any performance by the Contractor under the Construction Documents, including, but not limited to, requests for information and Change Order proposals that may affect the design or cost of the Project or may require approval or other actions by the Owner.

§ 5.13 Before executing the Contract for Construction, the Owner with the assistance of the Architect shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

*(Paragraph deleted)*

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the

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Work to meet the Owner's budget. The Architect's estimated Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Bidding Phase has not commenced within ninety (90) days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market between the date of submission of Construction Documents to the Owner and the date on which bids are sought.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner at no additional cost to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner, if it approves said recommendations, shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest responsive, responsible bid by more than ten (10%) percent, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4 and the lowest responsive, responsible bid exceeds by more than ten percent (10%), the Owner's budget for the Cost of the Work, the Architect shall modify the Construction Documents as necessary and at no additional cost, to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Owner acknowledges the Architect's construction documents, including electronic files, as instruments of professional services. Nevertheless, the final construction documents prepared under this Agreement shall become the property of the Owner upon completion of the services or termination of this Agreement if payment in full of all monies then due to the Architect prior to completion or termination have been made by the Owner. The Owner shall notify Architect in writing prior to Owner's modifications and/or reuse of the instruments of service for the Project. The Owner's or its retained agent's or representative's modification and/or reuse of the Instruments of Service for the Project without written authorization of the Architect will be at the Owner's and/or other retained entities sole risk and without liability or legal exposure to the Architect. The Owner agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from, the unauthorized reuse or modification of the construction documents by the Owner or any person or entity that acquires or obtains the construction documents from or through the Owner without the prior written authorization of the Architect.

§ 7.3 The aforementioned Submission or distribution of documents to meet official regulatory requirements or for similar legal filing purposes in connection with the Project is not to be construed as publication in derogation of the Owner's reserved rights. The Architect shall be permitted to retain copies, including reproducible copies or electronic data, of the Instruments of Service for the Project.

*(Paragraphs deleted)*

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## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Final Acceptance of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

*(Paragraph deleted)*

### § 8.2 Mediation

§ 8.2.1 The Owner and Architect shall endeavor in good faith to resolve claims, disputes and other matters in question between them by mutual agreement and may, by mutual agreement and in their discretion, submit same to non-binding mediation (mediation) which shall be in accordance with Iowa Code Chapter 679C. Requests for mediation shall be given in writing to the other party to this Agreement. If the Owner and Architect are unable to mutually agree upon a mediator in writing within sixty (60) days of receiving the written request for mediation, either party may then institute legal or equitable proceedings. Mediation shall be voluntary only and shall not be a prerequisite to litigation or other means of dispute resolution.

*(Paragraph deleted)*

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The non binding mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

§ 8.2.4 If the parties do not resolve a dispute through non-binding mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

*(Paragraphs deleted)*

## ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement except that payment may be withheld from the Architect for the Architect's substantial noncompliance or nonperformance determined in accordance with the terms of this Agreement, without penalty to Owner for such withholding. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension

and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends any Project the Architect shall be compensated for services performed prior to notice of such suspension on that specific Project without adversely affecting any of the other projects. When the suspended Project is resumed, the Architect shall be compensated for reasonable and documented expenses incurred in the interruption and resumption of the Architect's services on the suspended Project. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted for the resumed Project.

§ 9.3 If the Owner suspends a Project for more than one hundred eighty (180) cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement for that specific Project by giving not less than seven (7) days' written notice. The Agreement shall remain in full force and effect on all other Projects not suspended.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement for all Projects or any specific Project upon not less than seven (7) days' written notice to the Architect for the Owner's convenience and without cause. If the Owner elects to terminate this Agreement related only to one or more specific Projects, this Agreement shall remain in full force and effect on all other Projects not terminated.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, together with documented Reimbursable Expenses incurred prior to termination.

#### § 9.7

*(Paragraphs deleted)*

The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9. The termination of this Agreement shall not relieve either the Owner or the Architect of any obligation previously accrued. The following provisions of this Agreement, and any other provisions that by their terms so provide, shall specifically survive any such termination; Section 3.1.13, Article 7, Article 8, Article 10, and Article 12.

§ 9.8 In the event the Owner's desires, recommends or requests the Architect to specify certain materials, building systems, components or other elements of construction, which in the professional judgment of the Architect would not be appropriate for use in the Project, including, but not limited to, the health or safety the Owner, appropriate building or material performance or utilization, or due to legal or Code violations, the Architect may terminate the Contract and the Owner shall compensate the Architect for the work completed to date in accordance with the schedule set forth in Section 11.5. The Architect and Owner shall determine the extent of Work

performed based on a variety of factors, including: 1) documentation and other information received by District from Architect, 2) a review of the time records kept by the Architect and 3) visual review and inspection by of Work performed by the Architect. If the parties cannot mutually agree as to the amount of compensation due the Architect, the parties shall by mutual agreement select a neutral third party to review and assess the Architect's Work to ascertain the value thereof. The parties shall split the cost of the third party's independent analysis and the decision of the third party shall be final.

*(Paragraph deleted)*

§ 9.9 Upon mutual agreement of both parties, upon receipt and acceptance of not less than thirty (30) days written notice, the Agreement may be terminated on an agreed date before the end of the Agreement period without penalty to either party.

§ 9.10 The Owner and Architect's rights set forth in this Article 9 are in addition to and without prejudice to their other rights and remedies provided by law.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the laws of the State of Iowa . Except as otherwise agreed between the parties, all legal and equitable proceedings, controversies or disputes arising from this Agreement shall be venued in the Iowa District Court for Story County.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction as modified for each Project upon mutual agreement of the parties.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution.. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement or cause the Architect to incur additional cost.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ ADD 10.6.1 Definition of Hazardous Materials – As used in this Agreement, the term hazardous materials shall mean any substances, including but not limited to asbestos, toxic or hazardous waste, PCB's, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site.

§ ADD 10.6.2 Hazardous Materials – Suspension of Services - Both parties acknowledge that the Architect's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Architect or any other party encounters any hazardous or toxic materials, or should it become known to the Architect that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at its option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until the Owner retains appropriate consultants or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

§ ADD 10.6.3 Hazardous Materials Indemnity – The Owner agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, partners, employees and consultants (collectively, Project Team) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorney's fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site (including any and all buildings), whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability or any other cause of action, except for the sole negligence or willful misconduct of the Architect.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential, logo use policy or proprietary information . The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

**ARTICLE 11 COMPENSATION**

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

*(Paragraphs deleted)*

Lump Sum Amount \$49,275. This Lump Sum Amount is based on 6.75% of the Owner's estimated construction budget of \$730,000. If the Owner decides either during design or construction to increase the scope of Work/increase the budget over \$730,000, fees shall increase in a proportionate amount rate of 6.75%.

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

) Hourly based on rates set forth in Section 11.7 below.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation.)*

Hourly based on rates set forth in Section 11.7 below

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent ( 0 %), or as follows:

*(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)*

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (	20	%)
Design Development Phase	Fifteen	percent (	15	%)
Construction Documents Phase	Thirty-five	percent (	35	%)
Procurement Phase	Five	percent (	5	%)
Construction Phase	Twenty-five	percent (	25	%)
		Percent (		
Total Basic Compensation	one hundred	percent (	100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest responsive, responsible bid, or (2) if no such bid is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The 2017 hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices, with copies of adjusted rates provided to the Owner at least fourteen (14) days prior to the rates becoming effective. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

Employee or Category	Rate (\$0.00)
Advisor	\$200.00/Hour
Principal - Engineer	\$150.00/Hour
Architect -1	\$110.00/Hour
Principal - Architect	\$140.00/Hour
Associate Architect – 1	\$80.00/Hour
Associate Architect – 2	\$90.00/Hour
Associate Architect - 3	105.00/Hour
Executive Assistant	\$75.00/Hour
Intern Architect	\$60.00/Hour
Engineer In Training	\$60.00/Hour
Black & White Copies	\$0.10/Each
Color Copies	\$0.55/Each
Other Reimbursable Expenses	At actual cost

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Owner approved transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

*(Paragraphs deleted)*

The Architect shall provide complete documentation, including copies of all invoices paid by the Architect, for those expenses that are to be reimbursed.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent ( 0 %) of the expenses incurred.

**ADD 11.8.2** Mileage reimbursement rate for 2017, \$0.50/mile, subject to annual adjustment.

**§ 11.9 Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

#### **§ 11.10 Payments to the Architect**

##### **§ 11.10.1 Initial Payments**

**§ 11.10.1.1** An initial payment of zero (\$ 0 ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

**§ 11.10.1.2** If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

##### **§ 11.10.2 Progress Payments**

**§ 11.10.2.1** Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty-one ( 31 ) days after the invoice date shall bear interest at the rate equal to the rate specified in Iowa Code Section 74A.2

*(Insert rate of monthly or annual interest agreed upon.)*

%

**§ 11.10.2.2** The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding. However, payments may be withheld from the Architect for the Architect's substantial noncompliance or nonperformance in accordance with the terms of this Agreement.

**§ 11.10.2.3** Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

**§ 11.10.2.4** The Architect shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Agreement, which such accounting and control systems must be provided to Owner upon request.

**§ 11.10.2.5** The Architect shall preserve the Records for a period of ten (10) years after final payment or for such longer period as required by any applicable law, provided, however, that if a Claim is asserted during said ten (10) year period then the Architect shall retain all such Records until the Claim has been resolved.

**§ 11.10.2.6** The Architect shall require all entities to whom it made payments for services provided under this Agreement to comply with the provisions of Section 11.10.4 by insertion of the requirements contained in such section in any written agreement between the Architect and such entity.

#### **ARTICLE 12 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

**ADD 12.1: ADA Compliance:** The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a project that does not meet the accessibility and usability requirements of the ADA unless it can be demonstrated that it is structurally impractical to meet such requirements. The Owner understands

that the requirements of the ADA will be subject to various and possibly contradictory interpretations. The Architect, therefore, will use reasonable professional efforts and judgment to interpret applicable ADA requirements and other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project. The Architect, however, cannot and does not warrant or guarantee that the Owner's Project will comply with all interpretations of ADA requirements and/or requirements of other federal, state and local laws, rules, codes, ordinances and regulations as they apply to the Project under the ADA. The Owner agrees to hold the Architect harmless and free from liability in the event that the project does not comply with all interpretations of the ADA and other handicapped codes, rules, laws, ordinances and regulations.

**§ 12.2 Indemnification:** The Architect agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Owner against all damages or liabilities, including reasonable attorney's fees, to the extent caused by the Architect's negligent error or omission in the performance of professional services required for any selected Project including any plan or specification within the responsibility of the Architect or to any breach of duty or obligation assumed by or required under this Agreement and that of its subconsultants or anyone for whom the Architect is legally liable. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Client's negligent acts in connection with any selected Project.

Neither the Owner nor the Architect shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

**§ 12.3** If litigation is instituted in connection with any controversy arising out of this Agreement or to interpret or enforce any rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all attorney fees, costs, expert witness fees and litigation expenses incurred by the prevailing party, including those incurred on appeal.

**§ 12.4 Limitation of Liability:** In recognition of the relative risks and benefits of a Project to both the Owner and the Architect, the risks have been allocated such that the Owner agrees to the fullest extent permitted by law, to limit the liability of the Architect to the Owner for each separate Project governed by this Agreement for any and all claims, losses, costs, damages of any nature whatsoever from any cause or causes, excluding attorney's fees and costs and expert witness fees and costs, so that the total aggregate liability of the Architect under this Agreement shall not exceed the greater amount of \$1,000,000 or the amount of insurance coverage available at the time of the settlement or judgment.

**§ 12.5** The Architect (Company) shall not be owned, operated, or managed by a registered sex offender who has been convicted of a sex offense against a minor in accordance with Iowa Code 692A.113. In addition, the Architect shall not permit an employee, Subconsultant (Company) owned, operated, or managed by, or Subconsultant employee who is a registered sex offender convicted of a sex offense against a minor on real property of the Owner's schools in accordance with Iowa Code 692A.113. The Architect shall further acknowledge and certify services provided under this Contract comply with Iowa Code 692A.113, and shall fully execute and deliver a copy of "Acknowledgment and Certification" Form, within ten (10) days of the execution of the Agreement or before any Company workers are on any Project site.

**ADD 12.6: Contingency:** The Owner and the Architect agree that certain increased costs and changes may be required because of possible omissions, ambiguities or inconsistencies in the drawings and specifications prepared by the Architect and/or their consultants. The Owner agrees to set aside a reserve in an amount to pay for any such increased costs and changes due to omissions, ambiguities or inconsistencies in the drawings and specifications. This contingency shall not relieve the Architect of any independent liability which may be found as a result of any errors or omissions in the drawings or specifications.

**ADD 12.7: Unauthorized Changes:** The Owner agrees to include in any contracts for construction appropriate language drafted by the Architect, and reviewed and approved by the Owner or its designee, that prohibits the Contractor or any subcontractor of any tier from making any changes or modifications to the Architect's construction documents without prior written approval of the Architect and that further requires the Contractor to indemnify both the Architect and the Owner from any liability or cost arising from such changes made without such proper authorization.

**ADD 12.8: Changed Conditions:** If during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Architect are revealed to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Architect may call for renegotiation of appropriate portions of this Agreement. The Architect shall notify the Owner of the changed conditions necessitating renegotiation, and the Architect and Owner shall promptly, and in good faith, enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision herein.

**ADD 12.9: Betterment:** If due to the Architect's negligence, a required item or component of the Project is omitted from the Architect's Construction Documents, the Architect shall not be responsible for paying the cost required to add such item(s) or component(s) to the extent that such item(s) or component(s) would have been required and included in the original Construction Documents. In no event will the Architect be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project. However, the Architect shall not be additionally compensated for any Work it performs to add such item or component.

**ADD 12.10: Titles:** The paragraph titles used in this Agreement are for general reference only and are not part of the Agreement.

**ADD 12.11: Survival:** Notwithstanding completion or termination of this Agreement for any reason, all rights, duties, limitations of liability, representations contained within this Agreement and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect until fulfilled.

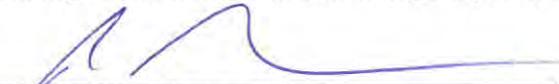
**ADD 12.12** Any amendments to this Agreement shall be in writing and shall be executed by the same parties who executed the original Agreement or their successors in office.

**ADD 12.13 Verification of Existing Conditions:** Inasmuch as the remodeling and/or rehabilitation of any existing structure requires that certain assumptions be made by the Architect regarding existing conditions, and because some of these assumptions may not be verifiable without Owner expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, the Owner agrees, to the fullest extent permitted by law to hold harmless the Architect, its officers, directors, employees, and subconsultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorney's fees and defense costs, arising out of the professional services provided under this Agreement for any remodeling portions of a Project, excepting only those damages, liabilities or costs attributable to the negligence and/or misconduct by the Architect or its consultants.

### ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

This Agreement entered into as of the day and year first written above.

  
OWNER (Signature)

Rick Sanders, Chair of Board of Supervisors  
(Printed name and title) 7/25/17

  
ARCHITECT (Signature)

Chad J. West, Treasurer  
HALIA Architecture | Structure | Planning, Ltd.  
(Printed name, title, and license number, if required)

Recommended for approval by:

  
Date 1-20-17

Darren R. Moon, P.E. Date

Init.



**Story County Emergency Management Agency**

Story County Administration Building  
900 6<sup>th</sup> Street, Nevada, IA 50201  
Phone: 515-382-7315 Fax: 515-382-7328  
E-mail: kmorgan@storycountyia.gov  
WEB Site: www.storycountyia.gov/ema

Keith Morgan, Coordinator

Mr. Rick Sanders, Chair, Story County Board of Supervisors  
900 6<sup>th</sup> Street  
Nevada, IA 50201

July 20, 2017

Dear Chairman Sanders,

The Story County Emergency Management Agency will be terminating the Memorandum of Understanding (MOU) with the Story County Board of Supervisors signed March 22, 2016 for the use of the Multi-Purpose Room and East Conference at the Human Services Building, 126 S. Kellogg Ave, Ames, Iowa. In accordance with the MOU, the termination will be effective thirty (30) days from the date of this letter, on August 19, 2017. While Story County has provided excellent support for our operations at this location, our agency has secured use of alternate facilities that provide better infrastructure.

The Story County Emergency Management Agency would like to thank the Board of Supervisors for their continual support to our office and their dedication to enhancing Story County's ability to respond to disasters.

**APPROVED** **DENIED**

Board Member Initials: RS

Meeting Date: 7/25/17

Follow-up action: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sincerely,

Keith Morgan

DO NOT WRITE IN THE SPACE ABOVE, RESERVED FOR RECORDER

Prepared by Leanne Harter, AICP, CFM, County Outreach and Special Projects Manager, 900 6th Street, Nevada, Iowa 50201 515-382-7247

STORY COUNTY IOWA RESOLUTION OF THE  
BOARD OF SUPERVISORS RESOLUTION  
NUMBER 18-11

SETTING DATE AND TIME FOR PUBLIC HEARING FOR AUGUST 8, 2017, FOR APPROVING A LOAN AGREEMENT, AWARDING THE SALE AND AUTHORIZING THE ISSUANCE OF A \$1,500,000 URBAN RENEWAL TAX INCREMENT REVENUE BOND, SERIES 2017, PLEDGING TO THE PAYMENT OF THE BOND FUNDS AND PORTIONS OF TAXES CREATED PURSUANT TO THE AUTHORITY OF SECTION 2 OF SECTION 403.19 OF THE CODE OF IOWA, PROVIDING FOR THE SECURING OF THE BOND AND CERTIFYING THE BOND TO THE COUNTY AUDITOR, ALL FOR URBAN RENEWAL PURPOSES OF STORY COUNTY, IOWA

WHEREAS, the Board of Supervisors (the "Board") of Story County, Iowa (the "County"), has established the Story County Urban Renewal Area (the "Urban Renewal Area") and has adopted an ordinance designating the Urban Renewal Area for tax increment financing purposes; and

WHEREAS, the Board proposes to enter into a loan agreement (the "Loan Agreement") in a principal amount not to exceed \$1,500,000 pursuant to the provisions of Sections 403.19 of the Code of Iowa for the purpose of paying the cost, to the extent, of projects located within the Urban Renewal Area; and

WHEREAS, it is necessary to fix a date of meeting of the Board at which it is proposed to take action to enter into the Loan Agreement and to give notice thereof as required by such law;

NOW THEREFORE BE IT RESOLVED by the Story County Board of Supervisors, Story County, Iowa, as follows:

Section 1. This Board shall meet on the 8<sup>TH</sup> day of August, 2017, at the Story County Administration Building, Nevada, Iowa, at 10:00 o'clock a.m., at which time and place a hearing will be held and proceedings will be instituted and action taken to enter into the Loan Agreement.

Section 2. The County Auditor is hereby directed to give notice of the proposed action on the Loan Agreement setting forth the amount and purpose thereof, the time when and place where the said meeting will be held by publication at least once and not less than four nor more than twenty days before the meeting, in a legal newspaper of general circulation in the County.

The notice shall be in substantially the following form:

NOTICE OF PUBLIC HEARING ON RESOLUTION APPROVING A LOAN AGREEMENT, AWARDING THE SALE AND AUTHORIZING THE ISSUANCE OF A \$1,500,000 URBAN RENEWAL TAX INCREMENT REVENUE BOND, SERIES 2017, PLEDGING TO THE PAYMENT OF THE BOND FUNDS AND PORTIONS OF TAXES CREATED PURSUANT TO THE AUTHORITY OF SECTION 2 OF SECTION 403.19 OF THE CODE OF IOWA, PROVIDING FOR THE SECURING OF THE BOND AND CERTIFYING THE BOND TO THE COUNTY AUDITOR, ALL FOR URBAN RENEWAL PURPOSES OF STORY COUNTY, IOWA

The Board of Supervisors of Story County, Iowa, will meet on the 8<sup>th</sup> day of August, 2017, at the Story County Administration Building, Nevada, Iowa, at 10:00 o'clock a.m., for the purpose of holding a public hearing on a tax increment revenue loan agreement (the "Loan

Agreement") in a principal amount not to exceed \$1,500,000 for the purpose of paying the cost, to that extent, of projects located within the Story County Urban Renewal Area.

The Loan Agreement is proposed to be entered into pursuant to authority contained in Section 403.19 of the Code of Iowa. The Loan Agreement will not constitute a general obligation of the County, but will be payable solely from incremental property taxes generated within the Story County Urban Renewal Area.

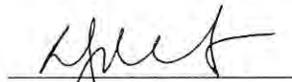
At that time and place, oral or written objections may be filed or made to the proposal to enter into the Loan Agreement. After receiving objections, the Board may determine to enter into the Loan Agreement, in which case, the decision will be final unless appealed to the District Court within fifteen (15) days thereafter.

By order of the Board of Supervisors of Story County, Iowa.

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Passed and approved July 25, 2017.

  
Board of Supervisors  
Story County, Iowa

  
County Auditor  
Story County, Iowa

Moved by: Olson

Seconded by: Chitty

Voting Aye: Olson, Chitty, Sanders

Voting Nay: None

Absent: None

This Memorandum of Understanding (hereinafter "MOU") is entered into between Salvation Army and Story County Iowa.

- I. **REIMBURSEMENT OF CRESTVIEW RELOCATION FUNDS.** In recognition that reimbursement is necessary to facilitate Crestview residents' voluntary relocation, Salvation Army and Story County agree to coordinate the provisions of this MOU. This MOU establishes an agreement between Salvation Army and Story County for the reimbursement of funds expended for Crestview relocation at the Ames Motor Lodge. In consideration, the following special responsibilities are assumed by the parties:

a. **Salvation Army Responsibilities.** Salvation Army agrees to:

- i. Receive referrals from Story County Community Services Staff pertaining to eligible residents of Crestview Mobile Home Park that have relocated to the Ames Motor Lodge;
- ii. Pay up to \$3,000.00 per eligible trailer unit to the Ames Motor Lodge;
- iii. Coordinate with Ames Motor Lodge (Perry Upchurch), on behalf of eligible Crestview residents for their stay;
- iv. Submit an invoice to Story County Community Services, in an amount not to exceed \$3,000.00 per eligible unit.

b. **Story County Responsibilities.** Story County agrees to:

- i. Provide referrals to Salvation Army for eligible Crestview residents;
- ii. Reimburse Salvation Army up to \$3,000.00 per eligible unit based subject to residence in the Ames Motor Lodge.

- II. **TERMINATION.** This MOU shall remain in effect for ninety (90) days unless terminated earlier in writing by either party for its convenience upon thirty (30) days' prior written notice to the other party. The agreement is subject to revision due to legislation, change in operating practices and policies of the involved parties, or other factors, as agreed to by the involved parties. It may be amended by mutual written agreement of the parties.

- III. **INDEMNIFICATION.** Each party agrees to hold harmless all other parties (including its officers, agents and employees) from and against any and all claims, demands, liabilities and costs incurred by the indemnified party, including reasonable attorney's fees, directly or indirectly arising out of or in connection with the indemnifying party's performance, or any service, or any other act or omission by or under the direction of the indemnifying party, or its officers, agents or employees.

- IV. **NOTICES.** All notices related to this MOU shall be addressed as follows:

- a. To: Story Co. Board of Supervisors:  
Attn: Board Chair  
Story County Administration Building  
900 6<sup>th</sup> Street, Nevada, IA 50201
- b. To Salvation Army:  
703 E. Lincoln Way  
Ames, IA 50010

RECEIVED

JUN 20 2017

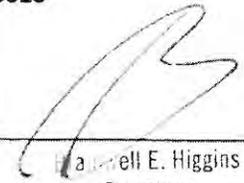
STORY COUNTY  
COMMUNITY SERVICES

IN WITNESS WHEREOF, the parties have here unto set their hand, and the effective date of this agreement is the \_\_\_\_\_ day of \_\_\_\_\_ 2017 .

**STORY COUNTY BOARD OF SUPERVISORS**  
900 6<sup>th</sup> Street  
Nevada, IA 50201

**SALVATION ARMY**  
703 E. Lincoln Way  
Ames, IA 50010

By:   
Chair, Story County Board of Supervisors

By:   
Russell E. Higgins  
Secretary

Date: 7/25/17

Date: \_\_\_\_\_ 2017

WESTERN DIVISION  
FINANCE BOARD  
JUL 11 2017  
Approved  Chairman

## STORY COUNTY UTILITY PERMIT

Date 7-14-17

To the Board of Supervisors, Story County, Iowa:

The Consumers Energy Company, incorporated under the laws of Iowa authorize to do business within the State of Iowa, with its principal place of business at 2074 24th St, Marshalltown IA 50158, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Electric on secondary route 270th St, from 57674 220th St to across the Road, a distance of 70 ft ~~miles~~.

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

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

8. The Permittee shall indemnify and save harmless Story County from any and all causes of action, suits at law or in equity, or losses, damages, claims, or demands, and from any and all liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

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

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

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

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

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

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

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

Date 7-14-17

Consumers Energy

Name of Company (Applicant - Permittee)

by Kevin [Signature] 641-485-0702  
Phone no.

Recommended for Approval:

Date 1-14-17

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

Approved:

Date 7/25/17

[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.



## STORY COUNTY UTILITY PERMIT

Date \_\_\_\_\_

To the Board of Supervisors, Story County, Iowa:

The Windstream Iowa Communications, LLC. Company, incorporated under the laws of authorize to do business within the State of Iowa, with its principal place of business at Little Rock, AR, 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 Voice and Data on secondary route 310th St., from 310th St to 3rd Street, a distance of 0.25 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 July 14, 2017

Windstream Iowa Communications, LLC.  
Name of Company (Applicant - Permittee)

Brandie McGehee (501) 748-4342  
by Brandie McGehee - Analyst II Phone no.  
Engineering Support

Recommended for Approval:

Date 7-18-17

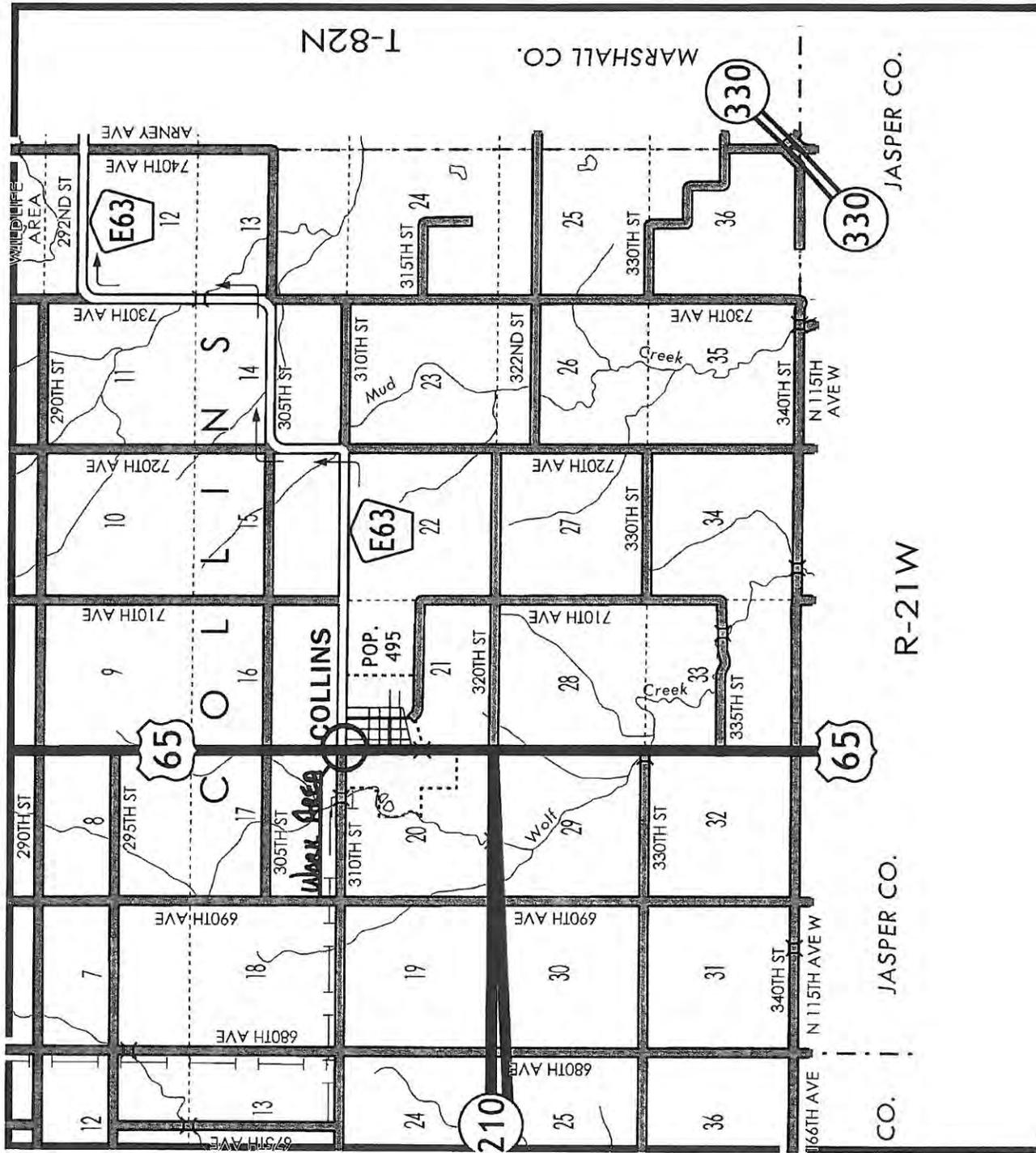
Janen Albin 515-382-7355  
County Engineer Phone no.

Approved:

Date 7/25/17

[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.



T-82N

MARSHALL CO.

JASPER CO.

R-21W

JASPER CO.

CO.

WILDLIFE AREA

N S

L I

C O L

COLLINS

Walker Area

POP. 495

210

330

65

65

65

E63

E63

ARNEY AVE

740TH AVE

292ND ST

730TH AVE

720TH AVE

710TH AVE

690TH AVE

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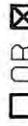
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LEGEND

 EXISTING BURIED FACILITY  
 NEW BURIED FACILITY  
 NEW BURIED FACILITY BORED AND ENCASED IN PVC PIPE  
 EXISTING AERIAL FACILITY  
 NEW AERIAL FACILITY  
 OR  EXISTING PEDESTAL  
 OR  NEW PEDESTAL  
 EXISTING COMPANY POLE  
 NEW COMPANY POLE  
 EXISTING HAND HOLE  
 NEW HAND HOLE  
 EXISTING ANCHOR & DOWN GUY  
 NEW ANCHOR & DOWN GUY

 EXISTING BURIED FACILITY ABANDONED IN PLACE  
 EXISTING AERIAL FACILITY REMOVED  
 OR  EXISTING PEDESTAL REMOVED  
 EXISTING COMPANY POLE REMOVED  
 EXISTING HAND HOLE ABANDON IN PLACE  
 EXISTING ANCHOR & DOWN GUY REMOVED  
 BURIED CABLE MARKER

NOTE AREA

**CALL ONE-CALL: 1-800-292-8989  
 48 HOURS PRIOR TO CONSTRUCTION**  
  
 ALL KNOWN OBSTRUCTIONS HAVE BEEN SHOWN.  
 THOSE AND OTHERS, IF ANY, ARE THE RESPONSIBILITY  
 OF THE CONTRACTOR OR THE WINDSTREAM CREW.

 windstream <small>communications</small>		NORTHWEST REGION IOWA DIVISION	
EXCHANGE	WORK ORDER NUMBER	TITLE:	SEC:
TWP:	RNG:	DATE / /	DRAWN BY DAG
ENGINEER Dale Grollf PHONE 641-269-7725		SHEET OF	





11101 Anderson Drive, Suite 100  
2523-B5F01-A  
Little Rock, AR 72212

July 14, 2017

Darren Moon - County Engineer  
Story County Iowa - Secondary Roads Dept.  
837 N Avenue  
Nevada, IA 50201

Dear Mr. Moon:

Windstream proposes to place copper telephone cable along 310<sup>th</sup> Street and across Highway 65. All cable will be bored and placed in a 1.25" PVC conduit.

**Location: 310<sup>th</sup> Street and Highway 65.**

Attached are the following items:

- Utility Permit
- Certificate of Insurance
- Prints/Drawings

**\*\*This project effects Iowa DOT Highway 65 and requires signature on the Iowa DOT application. Once the above project has been approved, I will send the Iowa DOT application via FedEx for signature and permit processing.**

Please send the approved permit via email to [brandie.mcgehee@windstream.com](mailto:brandie.mcgehee@windstream.com) or fax to (330) 486-3759 or send to the return address listed above.

Your cooperation concerning this permit is greatly appreciated. The project engineer is Dale Graff (641) 269-7725 should you need information regarding details of the construction. If you need any additional information, please contact me at (501) 748-4342 or email at [brandie.mcgehee@windstream.com](mailto:brandie.mcgehee@windstream.com).

Sincerely,

A handwritten signature in blue ink that reads "Brandie McGehee".

Brandie McGehee  
Outside Plant Engineering – Analyst II

WIN Job#713379066-00024; OSP-6199

## STORY COUNTY UTILITY PERMIT

Date \_\_\_\_\_

To the Board of Supervisors, Story County, Iowa:

The MCC IOWA, LLC Company, incorporated under the laws of Iowa, with its principal place of business at 2205 INGERSOLL AVE, DES MOINES, IA 50312, 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 0.625" coaxial cable on secondary route Lincoln Hwy, from 58842 Lincoln Hwy to East of 58842 Lincoln Hwy, a distance of 0.107 (565 LF) 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.

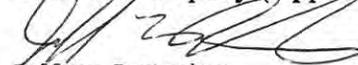
The crossing of the cable line from one side of the highway to the other shall be accomplished at a near right angle rather than diagonally so as to disturb the roadbed of the traveled way as little as possible.

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 07-18-2017

MCC IOWA, LLC (MEDIACOM)

Name of Company (Applicant - Permittee)

  
Jeffrey Bartscher  
jbartscher@commdatalink.com

515-357-4962

by

Phone no.

Recommended for Approval:

Date 7-19-17



515-382-7355

County Engineer

Phone no.

Approved:

Date 7/25/17



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.

NOTE:  
 DIRECTIONAL BORE 1 EA. 2" PVC CONDUIT WITH A 0.625" COAX  
 CABLE FROM AN EXISTING MEDIACOM PEDESTAL ON THE SOUTH  
 SIDE OF LINCOLN HWY EAST TO AN EXISTING MEDIACOM  
 PEDESTAL ON THE SOUTH SIDE OF LINCOLN HWY. THE PURPOSE  
 OF THIS INSTALLATION IS TO REPLACE A BAD CABLE.



PROJECT NO. 180297-001  
 PROJECT NAME: MEDIACOM HWY  
 PROJECT DATE: JULY 2017  
 DRAWN BY: JABRITSCHEK  
 CHECKED BY: JABRITSCHEK  
 DESIGNER: JABRITSCHEK  
 DATE: 07/20/17

NO.	DATE	BY	REVISION DESCRIPTION

**COMMUNITY POWER AND LIGHT**  
 UTILITIES CONSTRUCTION CONTRACTOR

MEDIACOM UTILITY PERMIT  
 IDWA-001 - DISTRICT 1  
 NEWADA, IDWA - STOREY COUNTY

LOCATION PLAN  
 UTILITY PERMIT APPLICATION

SHEET NO.  
 1

## STORY COUNTY UTILITY PERMIT

Date \_\_\_\_\_

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 102 N Main St, Huxley, IA 50124, 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 550th Ave, from 300th St to 30299 550th Ave, a distance of 0.37 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 7/19/2017

Huxley Commincations  
Name of Company (Applicant - Permittee)

Brant Strumpfer 515-597-2281  
by  Phone no.

Recommended for Approval:

Date 7-19-17

  
Karen Moran 515-382-7355  
County Engineer Phone no.

Approved:

Date 7/25/17

  
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.

300th St



1 inch = 125 feet

550th Ave

**PRECISION  
UNDERGROUND  
UTILITIES, LLC**  
CAMBRIDGE, MN

Source: Esri, DeLorme, GeoEye, Earthstar, GEBCO, IGN, Intermap, Inc., Swire, USDA, USGS, AeroGRID, IGN, Esri, Mapbox, and the GIS User Community

## STORY COUNTY UTILITY PERMIT

Date \_\_\_\_\_

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 102 N. Main St, Huxley, IA 50124, 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 520th Ave, from Hwy 210 to 333223 520th Ave, a distance of 0.25 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:

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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.

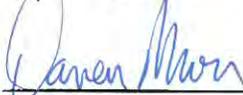
Date 7/20/2017

Huxley Commincations  
Name of Company (Applicant - Permittee)

Brant Strumpfer 515-597-2281  
by  Phone no.

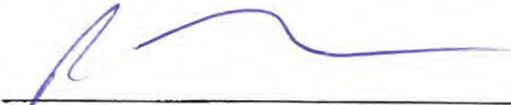
Recommended for Approval:

Date 7-20-17

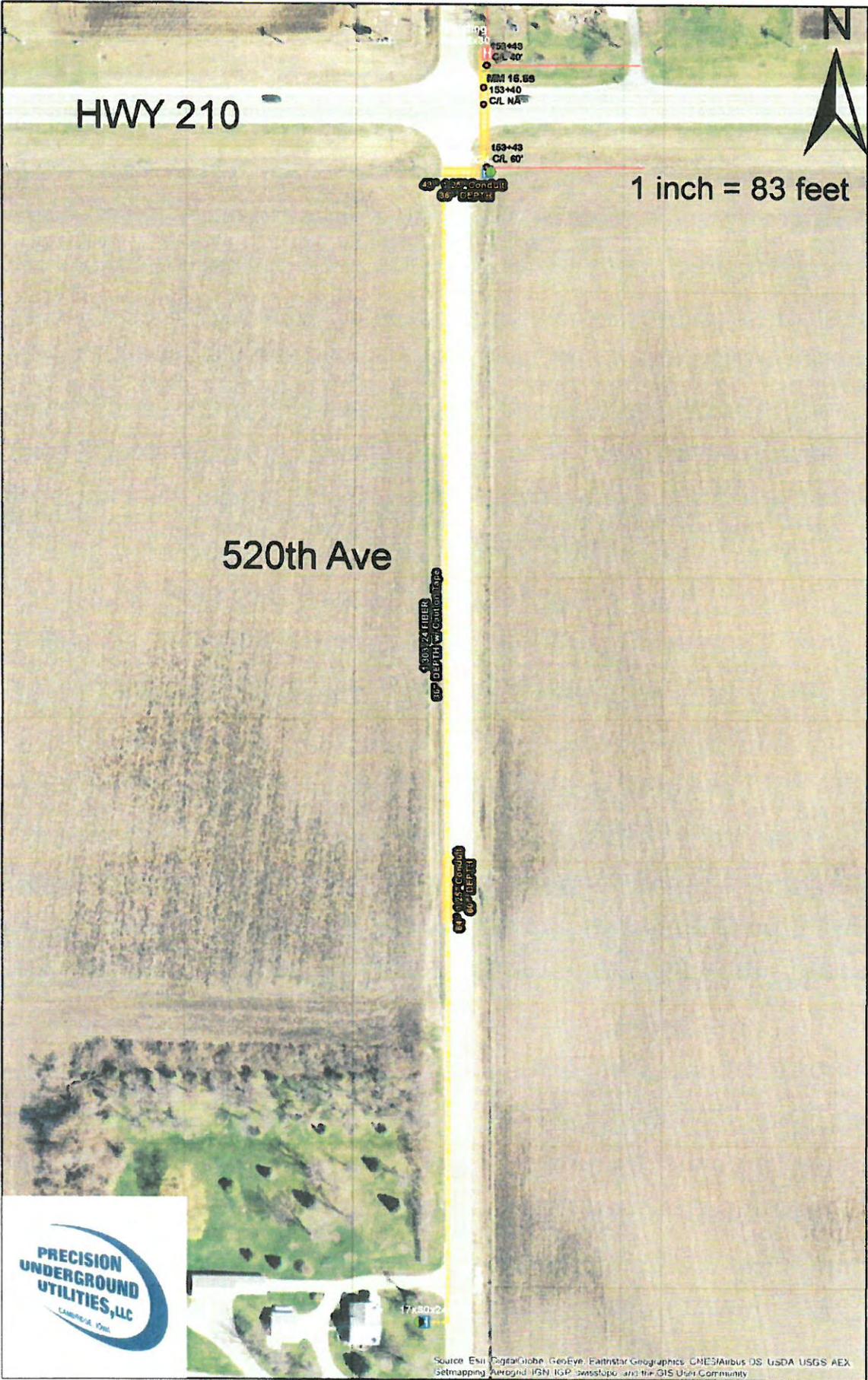
  
Janen Mow 515-382-7355  
County Engineer Phone no.

Approved:

Date 7/25/17

  
\_\_\_\_\_  
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.



HWY 210

520th Ave

**PRECISION  
UNDERGROUND  
UTILITIES, LLC**  
CAMBRIDGE, IOWA

1 inch = 83 feet

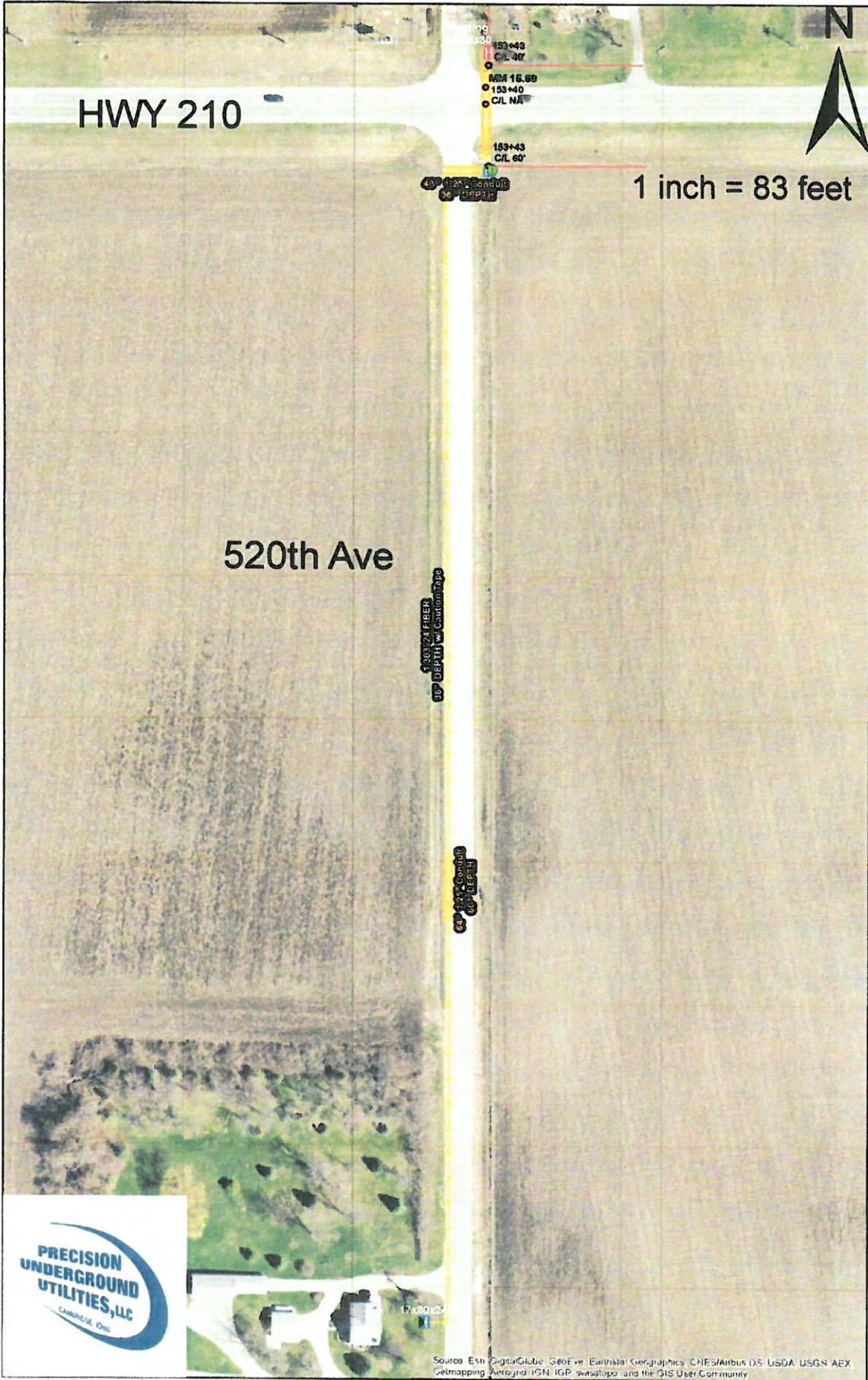
153+43  
C/L 30'  
MM 16.69  
153+40  
C/L NA  
153+43  
C/L 60'

48" 1500 Conduit  
60' DEPTH

48" 24 FIBER  
60' DEPTH w/ Conduit Tap

48" 1500 Conduit  
60' DEPTH

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Setmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



HWY 210

520th Ave

**PRECISION  
UNDERGROUND  
UTILITIES, LLC**  
CANNONVILLE, IOWA

1 inch = 83 feet

300' 24" FIBER  
30' DEPTH w/ Cantion Taps

60' 12" Conduit  
60' DEPTH

45' 12" Conduit  
36' DEPTH

153+43  
CIL 40'

MM 16.99

153+40  
CIL NA

153+43  
CIL 60'

7+10.24

Source: Esri, DigitalGlobe, GeoEye, Earthstar, Geographic, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

## STORY COUNTY UTILITY PERMIT

Date \_\_\_\_\_

To the Board of Supervisors, Story County, Iowa:

The Fentek Power and Light Company, incorporated under the laws of Iowa, with its principal place of business at 1284 XE Place, Ames IA does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Natural Gas on secondary route 190th St from \_\_\_\_\_ to \_\_\_\_\_ a distance of 0.11 miles. See Attached - County Culvert Replacement

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 7-20-17

Interstate Power and Light Co.  
Name of Company (Applicant - Permittee)

Thomas P. Sade 515-382-3407  
by Phone no.

Recommended for Approval:

Date 7-20-17

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

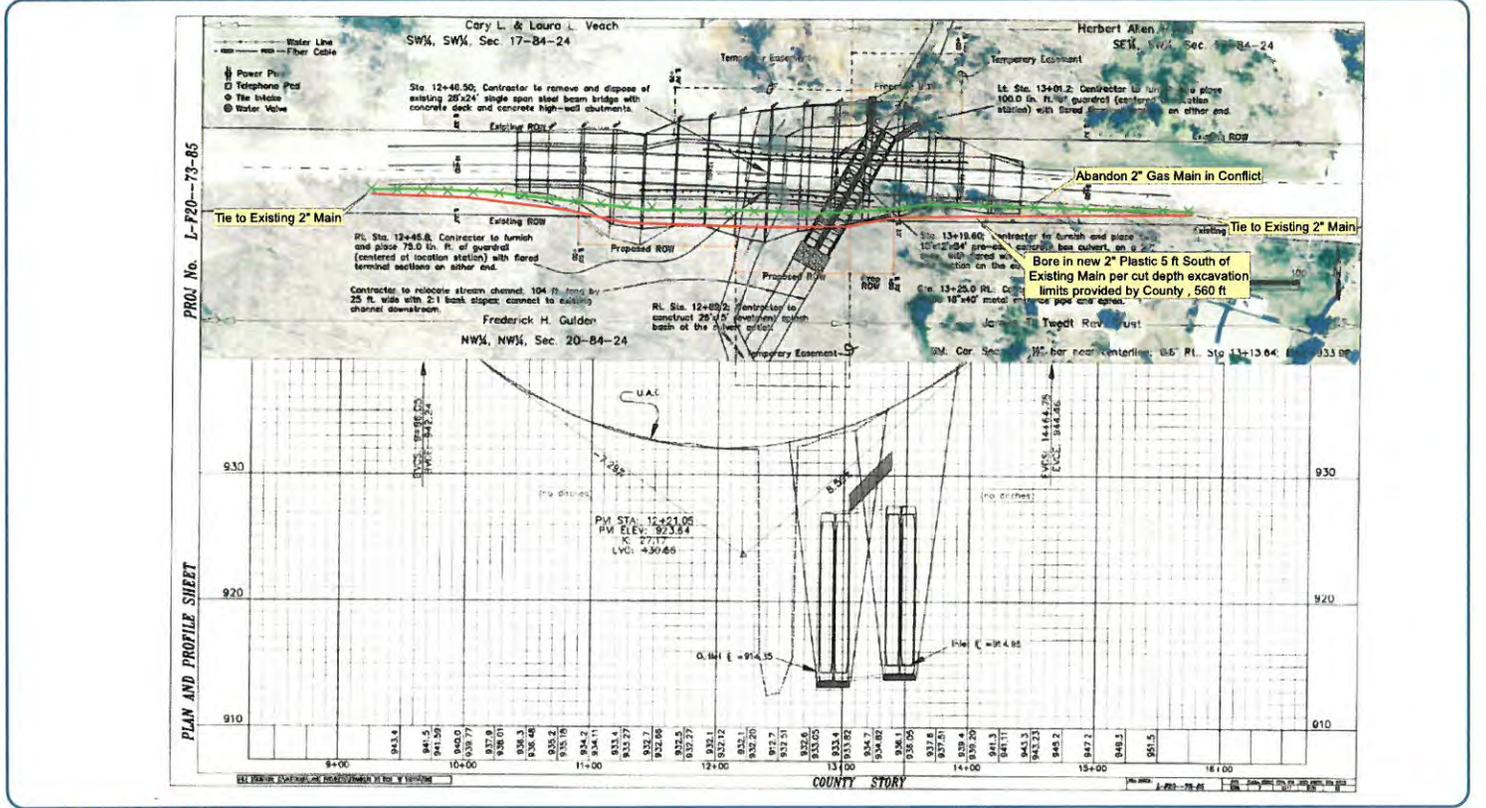
Approved:

Date 7/25/17

[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.

Interstate Power and Light Company (IPL) and Wisconsin Power and Light Company (WPL) both Alliant Energy utility companies and hereafter referred to as the Utilities assume no liability and make no warranty or representation whatsoever as to the accuracy or completeness of the information contained on this map. Any data provided is for general information only and any use of this data is at your own risk. Any intention to excavate requires compliance with state law including contacting the appropriate one call notification center. Prior to excavation, the actual physical location of buried facilities must be determined pursuant to the requirements of applicable law. This map constitutes limited protected nonpublic data that is confidential and proprietary to the Utilities. By one of the Utilities issuing you a copy of this map, you are deemed to have agreed to treat this information as confidential and to use and disclose it only for the specific project identified in your request for the map and as further restricted below. If you disagree, please destroy this map and inform the Alliant Energy representative that sent it to you that you cannot comply, that your copy has been removed from all storage mechanisms, and that you will not further use this map. This map may only be copied or reproduced for internal use by the Utilities or copied, reproduced, or disclosed by you subject to the terms of a nondisclosure or confidentiality agreement between your organization and those to whom you intend to disclose such information for a specific project, whereby the potential recipients agree to use this map only for the specific project identified in the request for the map and to treat this map as the Utilities' confidential and proprietary information restricted from further use, copying or disclosure in any form. Any other use, copying or reproduction is strictly forbidden.



Alliant Energy Confidential  
Classification: Confidential  
1:0

W 190th Culvert Replacement - Story County, Iowa



**NOTICE OF PUBLIC HEARING**  
Story County

IN RE: Proposed Road Vacation to clear the record on a section of Story County Secondary Road.

The Story County Board of Supervisors, acting under the authority of Iowa Code Chapter 306, proposes to vacate a section of Story County Secondary Road, described as follows:

- 1. The north one half of Old Bloomington Rd., originally established on January 18th, 1859 (See Road Record Book A, page 134), the road commencing 679.54 feet south of the W ¼ corner of Section 30, T84N, R23W thence S88°55'14"E 3077.78 feet. The intention is to vacate the north 33 feet of Old Bloomington Road from the west right-of-way line of Interstate 35 thence west to the east right-of-way line of Dayton Ave. Existing road is 66 feet in width.**

A hearing will be held by the Story County Board of Supervisors in the boardroom, Story County Administration Building, Nevada, Iowa 50201, at 10:00 a.m. on Tuesday, July 25th, 2017. Any person owning land abutting on the road proposed to be vacated and closed shall have the right to file, in writing, a claim for damages at any time on or before the date and time fixed for the hearing.

Lucy Martin  
County Auditor

**APPROVED**      **DENIED**  
Board Member Initials: LS  
Meeting Date: 7/25/17  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**DO NOT WRITE IN THE SPACE ABOVE. RESERVED FOR RECORDER**

Prepared by Jerry Moore Story County Planning & Development, 900 6<sup>th</sup> St., Nevada, Iowa 50201 515-382-7245  
Return to Planning & Development, Nevada, Iowa 50201 515-382-7245

**RESOLUTION OF THE BOARD OF SUPERVISORS OF STORY COUNTY, IOWA  
RESOLUTION NUMBER 18-02 ACTING ON UTILITY EASEMENT VACATION  
REQUEST  
FOR PROPERTY LOCATED AT 68389 248<sup>th</sup> Street ON THE 25TH DAY OF  
JULY, 2017**

WHEREAS, the Story County Land Development Regulations 87.10 (1) indicates; the proprietors of lots within an official plat who wish to vacate any portion of the official plat shall file a petition for vacation with the Story County Board of Supervisors; and

WHEREAS, Story County Land Development Regulations 87.10 (1) (A) indicates; once a petition to vacate is received, the Story County Board of Supervisors shall follow the process outlined in Section 354.22 of the Code of Iowa, as amended; and

WHEREAS, Story County Land Development Regulations 87.10 (1) (B) indicates; the official plat or portion of the official plat shall be vacated upon recording of all of the documents outlined in Section 354.22 of the Code of Iowa, as amended; and

WHEREAS, Section 354.22 of the Code of Iowa indicates in part, written notices of the proposed easement vacation shall be served to proprietors and mortgagees within 300 feet of the area to be vacated, two publications are to be published 14 days a part identifying the details of the hearing, and the official plat or portion of the official plat shall be vacated upon recording of all of the following documents; instrument signed by proprietors and mortgagees declaring plat to be vacated, resolution by governing body approving the vacation, and certificate of the auditor that vacated part of the plat can be adequately described for assessment and taxation purposes; and

WHEREAS, the petitioner and property owner Christian G. Clem, 24594 680<sup>th</sup> Avenue, Colo, IA (easement and dwelling address 68389 248<sup>th</sup> St), Andrew D. and Angela J. Gibson, 68349 248<sup>th</sup> St, Colo, IA Susanne K. Dillman, 3410 Valley View Rd, Ames, IA and Adam Egeland, State Bank & Trust Company, 1025 6<sup>th</sup> Street, Nevada IA submitted documents in support of the requested 15 feet wide utility easement vacation area that extends along the north part of Lot 5 and also partially on Lot 7 of Hickory Creek Acres and both property owners reside and own property within 300 feet of utility easement to be vacated and State Bank & Trust Company is the mortgagee of the property containing the easement to be vacated; and

WHEREAS, the above identified property owners and mortgagee support Christian G. Clem's request to vacate the above identified utility easement; and

WHEREAS, as identified on Attachment A the utility easement to be vacated and identified as the 15 feet wide utility easement vacation area that extends along the north part of Lot 5 and also partially on Lot 7 of Hickory Creek Acres and as shown on the attached drawing (Attachment B); and

WHEREAS, notifications regarding the requested utility vacation were published in the County newspapers on July 6, 2017 and July 20, 2017 and notifications were sent to adjacent property owners within 300 feet (and within ¼ mile), the mortgagee and utility companies on July 14, 2017 regarding the utility easement area to be vacated in accordance to Section 354.22 of the Cod of Iowa, and

WHEREAS, the Story County Board of Supervisors set the hearing on July 11, 2017 to consider and act on the requested utility easement vacation at their July 25, 2016 meeting;

NOW, THEREFORE, BE IT RESOLVED that the requested utility easement vacation identified here in with resolution #18-02 be approved.

Dated this 25<sup>th</sup> day of July, 2017.



Board of Supervisors  
Story County, Iowa



County Auditor  
Story County, Iowa

Moved by: Chitty

Voting Nay: None

Seconded by: Olson

Absent: None

Voting Aye: Chitty, Olson, Sanders

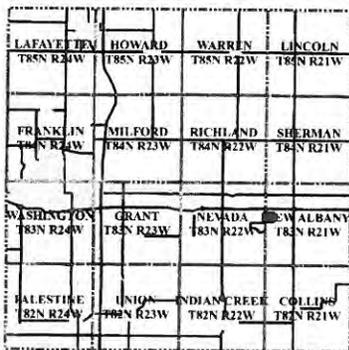
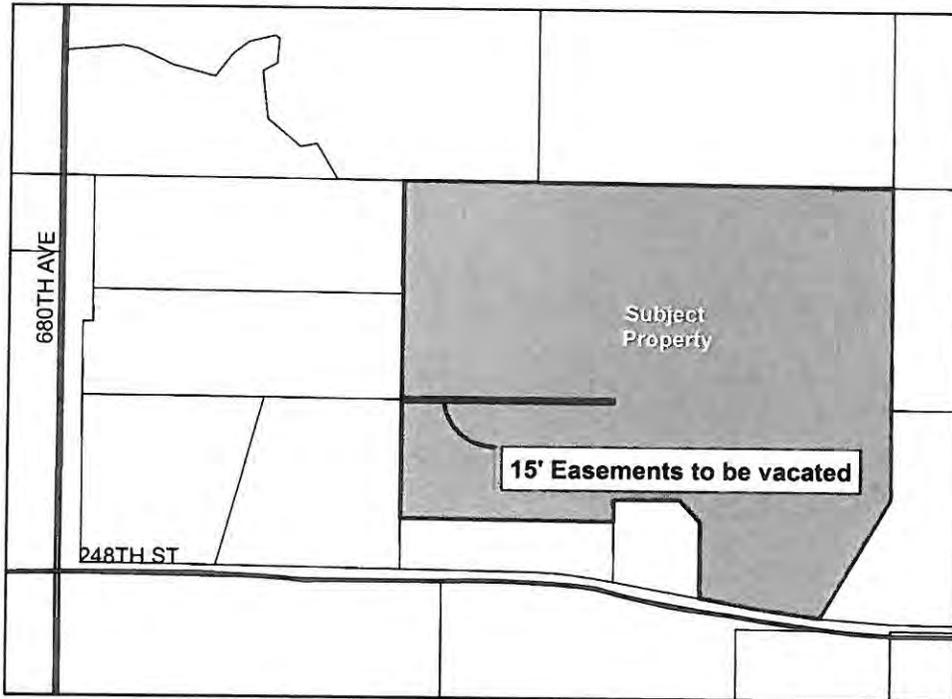
**Attachment A**

**Vacated utility easement described as:**

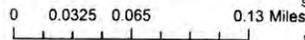
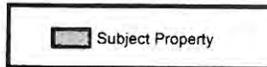
The 15 feet wide utility easement vacation area that extends along the north part of Lot 5 and also partially on Lot 7 of Hickory Creek Acres

Attachment B

Utility easement address 68389 248<sup>th</sup> Street



ADMIN01-17  
Clem Easement Vacation  
Parcel #: 12-18-300-215



Map created on  
7/18/2017  
by the  
Story County  
Planning and Development  
Department



DISCLAIMER:  
Story County's digital cadastral  
data is a representation of  
recorded plats and surveys  
for use within the Geographical  
Information System for the  
purpose of data access and  
analysis. These and other  
digital data do not replace or  
modify land surveys, deeds,  
and/or other legal instruments  
defining land ownership or use.

**APPROVED**

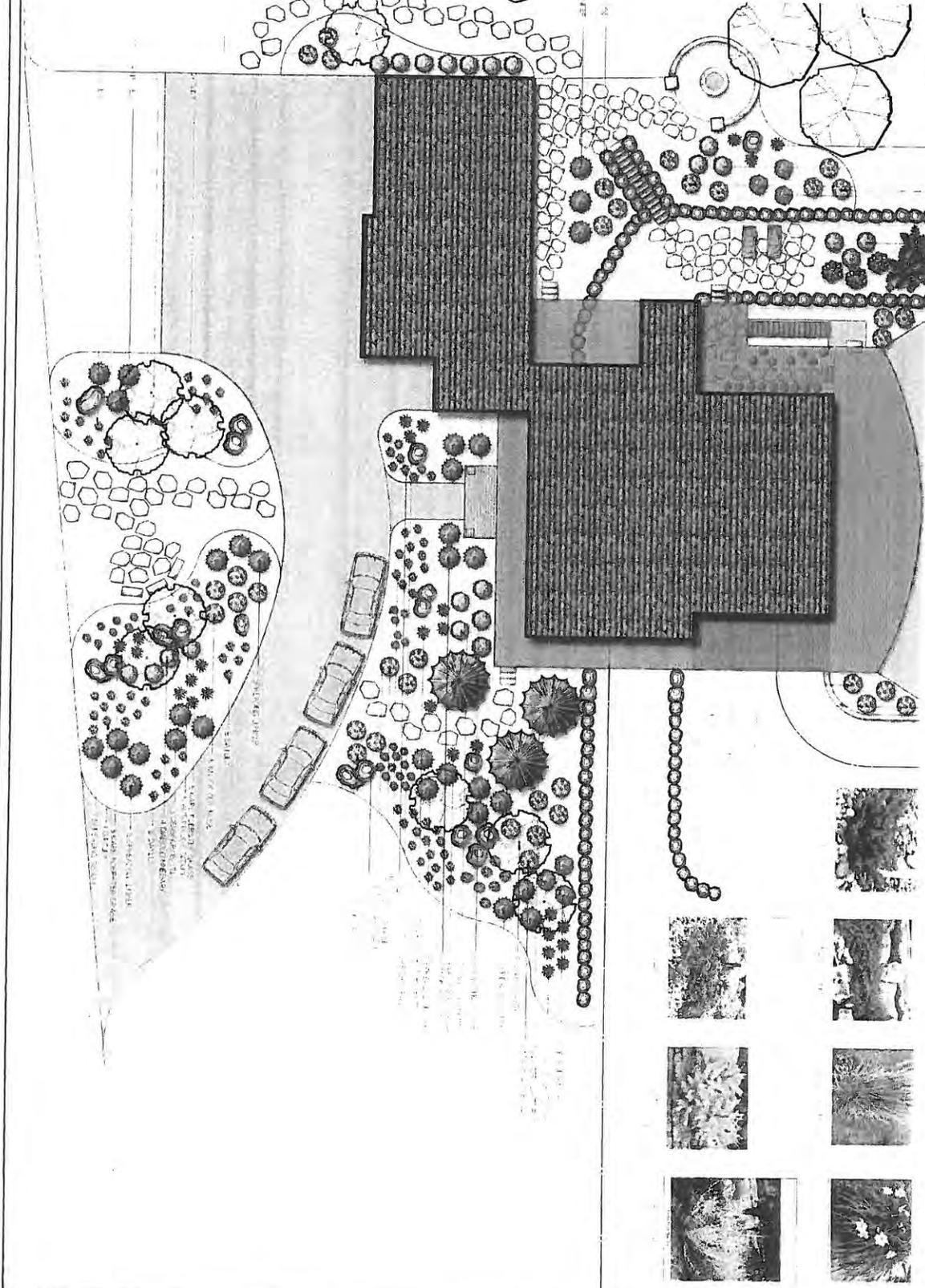
**DENIED**

Board Member Initials: RS

Meeting Date: 7/25/17

Follow-up action: \_\_\_\_\_








  
**TWIN OAKS**  
 LANDSCAPE ARCHITECTS  
 12345 Main Street  
 Suite 100  
 Austin, TX 78701  
 Phone: (512) 555-1234  
 Fax: (512) 555-5678  
 Email: info@twin-oaks.com





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.storycountyia.gov](http://www.storycountyia.gov)

## MEMORANDUM

**DATE:** July 20, 2017

**TO:** Story County Board of Supervisors

**FROM:** Jerry L. Moore, Planning and Development Director

**RE:** ADMN 01-17 and Resolution #18-02 - Christian G. Clem, 24594 680<sup>th</sup> Avenue, Colo, IA (dwelling and easement address 68389 248<sup>th</sup> St) request to vacate a 15 feet wide utility easement located on the north portion of Lot 5 and also on part of Lot 7 Hickory Creek Acres.

Story County Land Development Regulation 87.10 (1) states the proprietors of lots within an official plat shall file a petition for vacation with the Story County Board of Supervisors. Once the petition is received the Board of Supervisors are to follow the process identified in Code of Iowa Chapter 354.22. Code of Iowa Chapter 354.22 (1) states, the proprietors of lots within an official plat who wish to vacate any portion of the official plat shall file a petition for vacation with the governing body which would have jurisdiction to approve the plat at the time the petition is filed.

Resolution #18-02 is a request from Christian G. Clem, 24594 680<sup>th</sup> Avenue to vacate a 15 feet wide utility easement area that is located on the north portion of Lot 5 and also on part of Lot 7 Hickory Creek Acres. The utility easement is located south of Mr. Clem's dwelling reconstructed in 2016 (much of the original dwelling was damaged in a fire). An Agricultural Exemption was issued for the original dwelling on March 21, 2012. Mr. Clem's primary reason for the utility easement vacation request is due to his plans to construct other improvements south of the dwelling that may include a patio, in-ground swimming pool and accessory structure. A boundary line adjustment survey was recorded on June 18, 2013 reducing the size of Lot 5 to create space for Mr. Clem's dwelling. The easements still remain however and are identified under recorded document titled Easements, recorded November 8, 2007,

The access and driveway to Mr. Clem's dwelling extends from 680<sup>th</sup> Avenue through Lot 2 Hickory Creek Acres, an approximate 6 acre lot. Lot 7 Hickory Creek Acres is a 35.38 acre parcel containing the dwelling at 68389 248<sup>th</sup> Street. Both lots are owned by Mr. Clem. Hickory Creek Acres was an nine lot residential subdivision approved by the Board of Supervisors and recorded on November 8, 2007.



PLEASE RECYCLE



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

Mr. Clem's builder communicated with Central Iowa Water Association, Consumers Energy and Colo Telephone Company about the utility easement vacation request. None of these utilities oppose the utility easement vacation request.

In accordance with state law, Andrew D. and Angela J. Gibson, 68349 248<sup>th</sup> St, Colo, IA and Susanne K. Dillman, 3410 Valley View Rd, Ames, IA, property owners located within 300 feet of the utility easement and Adam Egeland, State Bank & Trust Company, 1025 6<sup>th</sup> Street, Nevada IA the mortgagee, were all notified and support the utility easement vacation request.

Also, notices were published on July 6, 2017 and July 20, 2017 in the County's three designated newspapers and notices were mailed to the adjacent property owners within a ¼ mile and to the utility companies on July 14, 2017.

Mr. Clem owns the property where the requested utility easement vacation is requested, the request will not likely have a negative impact on the other adjacent surrounding lots, removing the easement will allow space for the proposed improvements, and while currently undeveloped, Lots 3 and 4 Hickory Creek Acres will continue to retain the existing utility easement.

Based on the background information provided in this memo, Planning and Development staff recommend the Board of Supervisors approve resolution #18-02 vacating the requested utility easement.

- 1) **The Story County Board of Supervisors recommends approval of the requested utility easement vacation as put forth in case ADMN 01-17.**
- 2) The Story County Board of Supervisors recommends conditional approval of the requested utility easement vacation request as put forth in case ADMN 01-17.
- 3) The Story County Board of Supervisors recommends denial of the requested utility vacation as put forth in case ADMN 01-17.
- 4) The Story County Board of Supervisors tables vacating the requested utility easement identified in case ADMN 01-17, back to the applicant and/or staff for further review and/or modifications, and directs staff to place this item on a future Board of Supervisor's meeting agenda.



PLEASE RECYCLE

# Christian Clem

24594 680<sup>th</sup> Ave  
Colo, IA 50056  
515-231-0487  
clemc@almaco.com

June 19<sup>th</sup>, 2017

To:

Jerry Moore  
Planning and Development Director  
Story County, Iowa

Dear Jerry,

I'm writing today to formally request the utility easements running through the middle of my property be permanently vacated. My goals with this letter are to share history and detail regarding the property and easements, motivation for vacating, and to summarize the conversations we've had regarding them.

In 2008 I purchased lots #2, #5, and #7 of the Hickory Creek Subdivision in New Albany Township of Story County. These 3 lots are all adjoining, and total approximately 45 acres. In June of 2013 I applied for a building permit for our new home. Due to the contour of the land, the most attractive building site was near, or on the property line separating lot #5 and lot #7. This being the case, the county required me to move the boundary line between the two lots, in order to build at the desired location. Knowing the area involved would become our back yard, we had Stumbo and Associates survey the property, and move the boundary line as far South as Story County regulations would allow. This ended up being approximately 360 feet. Once this change was recorded, Story County issued the permit and we began to build.

On April 19<sup>th</sup>, 2016, you contacted us with concerns regarding a 15 foot PUE easement tied to the original boundary line, which was not vacated when it was moved back in 2013. (We had no knowledge of this easement, nor did Story County make any note of it when issuing the building permit) At your request, we obtained permission from all the utility companies to have these easements vacated, and provided that documentation to your office on April 21<sup>st</sup>, 2016. At this time we assumed the issue was resolved.

On March 7<sup>th</sup>, 2017, you contacted us again asking if the easements had been vacated. We replied on March 8<sup>th</sup>, 2017, again providing the easement releases from the utility companies, along with a formal request they be vacated.

As we discussed during our phone conversation on June 15<sup>th</sup>, 2017, the easements in question run through the middle of our property. They serve no purpose for us, or any of the adjacent property owners, as the frontages of their properties are all located on public roadways with PUE easements in place. We have future aspirations to make improvements in our back yard which could include a large patio, out-buildings, and possibly a swimming pool. It's my understanding none of this will be possible, unless these easements are vacated.

Attached are documents showing the approximate location of our home, and the easements in question. Also attached is a preliminary rendering showing future possibilities for a patio and/or swimming pool. I can provide supporting documentation for everything outlined above upon request. Please let me know what other information you need.

Thanks for all your help in putting this issue to rest.

Warm regards,

A handwritten signature in black ink, appearing to read 'Clem', with a long horizontal flourish extending to the right.

Christian Clem

## Amelia Q. Schoeneman

---

**From:** Christian Clem <ClemC@ALMACO.com>  
**Sent:** Friday, June 23, 2017 9:33 AM  
**To:** Jerry L. Moore; Martin R. Chitty  
**Cc:** Emily E. Zandt; Amelia Q. Schoeneman  
**Subject:** RE: Clem Easements

Sounds good Jerry.

**Please provide the list of property owners within 300 feet. I'll start working on the other documents.**

**Christian Clem**

**From:** Jerry L. Moore [mailto:JMoore@storycountyiowa.gov]  
**Sent:** Thursday, June 22, 2017 3:13 PM  
**To:** Christian Clem <ClemC@ALMACO.com>; Martin R. Chitty <MChitty@storycountyiowa.gov>  
**Cc:** Emily E. Zandt <EZandt@storycountyiowa.gov>; Amelia Q. Schoeneman <ASchoeneman@storycountyiowa.gov>  
**Subject:** RE: Clem Easements

Christian,

Thank you for the information you provided on requesting to vacate the 15' public utility easement located on your property. The process identified in the Story County Land Development Regulations to follow to request vacation of the easement from the Board of Supervisors is found under Chapter 87.10 and references the process identified in Code of Iowa Chapter 354.22.

A couple of the requirements our dept will need your assistance with include; contacting **your** mortgagee to weigh in on your request to vacate the easement and submitting a signed document from adjacent property owners within 300 feet of the easement declaring the easement to be vacated.

Our dept will send public notices to all property owners located within 300 feet of the vacated area. We can share with you a list of those property owners to assist with the submittal of the above mentioned document.

We will prepare two publications regarding the date, time and place of the hearing and they are to be published 14 days a part prior to the hearing meeting. We will prepare a resolution for the Board of Supervisors to set a hearing and another resolution for the Board to act on at the hearing.

As we discussed during our phone conversation, I initially thought our dept may have erred in issuing a zoning permit for your dwelling that was constructed over the easement. This was based on review of the site plan drawing that showed the location of the dwelling and a comparison of the subdivision plat. Based on this information, I did not intend to charge you the vacation fee of \$175. However, from review of the recent 2017 aerial photo of your property it does not appear that the dwelling and deck is located over the easement. While the easement location has not been verified in the field just using aerial photography and the subdivision overlay, it is now necessary to request the submittal of the \$175 to process the easement vacation you are requesting to address your future plans to potentially construct a building and/or swimming pool over the area of the easement.

June 26, 2017

Re: Public Utility Easement

To whom it may concern:

As the mortgage lender for Christian Clem, State Bank Trust Co. authorizes vacating the public utility easement located at 68389 248<sup>th</sup> St., Colo, IA 50056 shown in the map below:



If you have any questions regarding this matter, please contact me at (515)-382-2191.

Thank you,

Adam Egeland  
Assistant Vice President

As the trustee for the properties located at 68137 248<sup>th</sup> St, and 24670 680<sup>th</sup> Ave, Colo, IA, I authorize vacating the public utility easement located at 68389 248<sup>th</sup> St., Colo, IA 50056 shown in the map below:



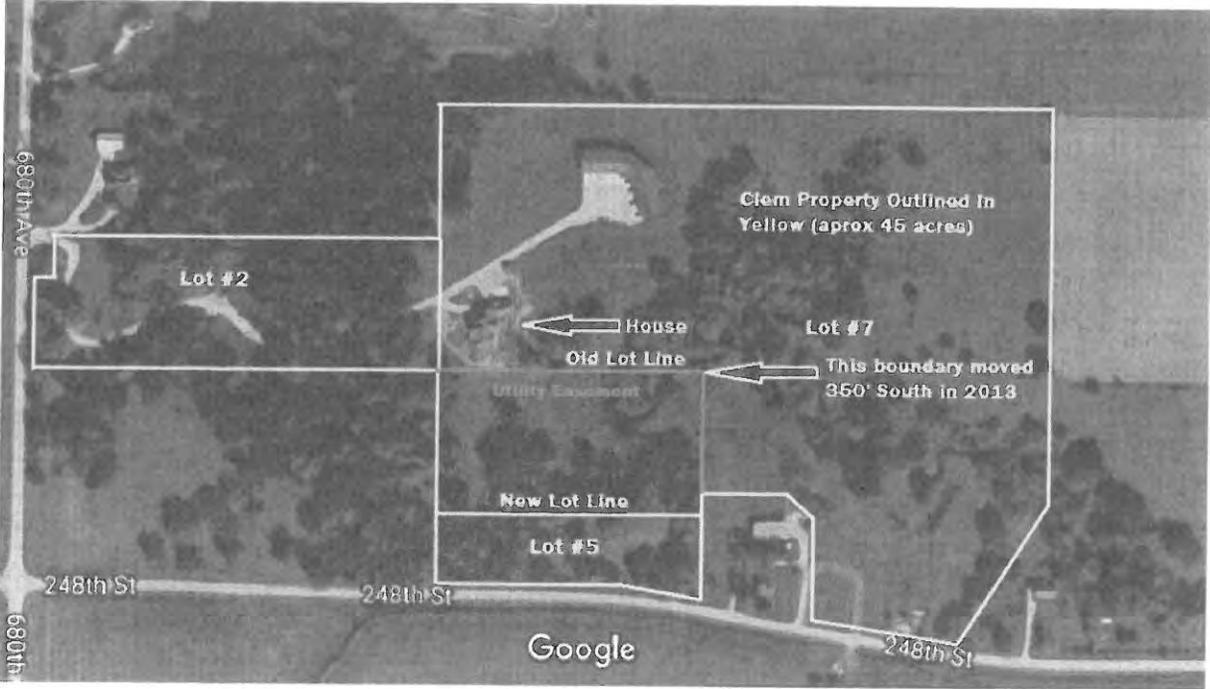
**Susanne K Dillman**  
**Trustee, Susanne K Dillman Revocable Trust**  
**3410 Valley View Rd**  
**Ames, IA 50014**

**Suzanne K Dillman**

  
\_\_\_\_\_

Date: 6/26/17

We authorize vacating the public utility easement located at 68389 248<sup>th</sup> St., Colo, IA 50056 shown in the map below:



**Andrew and Angela Gibson**  
68349 248th St  
Colo, IA 50056

**Andrew Gibson**

*Andrew Gibson*  
\_\_\_\_\_

**Angela Gibson**

*Angela Gibson*  
\_\_\_\_\_

Date: *6/25/17*  
\_\_\_\_\_



7/20/2017

<u>Dept Name</u>	<u>#</u>	<u>Amount</u>	<u>Reason</u>	<u>Funding Source</u>
Countywide Services	99	100,000	Pipeline Fees	Dakota Access
<i>General Fund Total</i>		<u>100,000</u>		
<b>Department Total</b>		<b>100,000</b>		
<b>Total Request</b>		<b>100,000</b>	<b>Total Amendment (Revenues)</b>	
			General Fund:	<u>100,000</u>
				100,000

Revenues

7/20/2017

<b>Dept Name</b>	<b>#</b>	<b>Amount</b>	<b>Reason</b>	<b>Funding Source</b>
Auditor	02	20,000	Purchase of scanners	General Fund
<b>Department Total</b>		<b>20,000</b>		
Animal Control	08	6,000	Air/Funace Units	Rural Fund
<b>Department Total</b>		<b>6,000</b>		
General County Betterment	10	7,000	Façade Grant	Rural Fund (LOST)
<b>Department Total</b>		<b>7,000</b>		
Conservation	22	170,000	Watershed improvement-Hickory Grove	General Fund Balance
		46,414	Water Trail Grants	IDNR/General Fund
		9,650	Stream Mitigation	INHF Grant/General
<i>General</i>		<b>226,064</b>		
		72,000	HG Showerhouse/Storm shelter	Trust Fund
<i>Friends of Conservation</i>		<b>72,000</b>		
<b>Department Total</b>		<b>298,064</b>		
Community Services	25	30,000	Emergency Services (Crestview Assist)	General Fund
<b>Department Total</b>		<b>30,000</b>		
Facilities Manager	51	23,250	Flushing Geothermal	General Fund
<b>Department Total</b>		<b>23,250</b>		
Information Technology	52	50,775	City of Ames invoice(public safety)	General Fund
<b>Department Total</b>		<b>50,775</b>		
Countywide Services	99	3,300	ASSET United Way Summer enrich	General Fund
		1,976	Purchase of Service YSS - March	General Fund
		5,780	Purchase of Service YSS - March	General Fund
		2,632	ASSET RSVP transportation	General Fund
		12,000	ASSET Heartland Senior Services	General Fund
		18,000	Watershed consultant	General Fund
		4,510	Housing Trust Fund	General Fund
		100,000	Engineering/Architectural	Dakota Access
<i>General Fund</i>		<b>148,198</b>		
		441,000	Economic Development -TIF (TELC)	Fund Balance-project
<i>Cap Projects - TIF</i>		<b>441,000</b>		
<b>Department Total</b>		<b>589,198</b>		

**\$1,024,287 Total Amendment (Expenses)**

General Fund:	498,287
Rural Fund	13,000
Capital Projects - TIF	441,000
Friends of Conservation	72,000
	<u>1,024,287</u>

Expenses

"STATEMENT OF CHANGE IN FUNDS BALANCE"

FUND NAME & NUMBER	BEGINNING BALANCE	REVENUES	DISBURSEMENTS	ENDING BALANCE			
<b>FY'18 BUDGET</b>							
GENERAL BASIC #01000	8,308,995	19,948,187	18,762,959	9,494,223	3,130,924		34.88%
GEN. SUPPLEMENTAL #02000	1,404,178	4,032,372	4,131,885	1,304,665	<i>Restricted</i>		31.58% 29.00%
COUNTY MHDS FUND #10000	486,406	2,215,423	1,796,570	905,259	<i>Restricted</i>		
RURAL SERVICES #11000	621,935	5,700,725	5,682,938	639,722	63,465		15.78%
TIF #15000	128,004	1,061,399	1,002,033	187,370	<i>Restricted</i>		
URBAN RENEWAL PPROJ #17000	464,240	482,561	482,561	464,240	<i>Restricted</i>		
SECONDARY ROADS #20000	3,391,105	7,321,450	7,916,900	2,795,655	661,140		26.96%
SPEC. LAW ENFCMENT #22000	6,253	7,550	8,800	5,003	<i>Restricted</i>		
REAP #23000	55,489	37,750	0	93,239	<i>Restricted</i>		
EMPLOYEE WELLNESS #26000	4,763	0	4,763	0	<i>Restricted</i>		
RECORDERS RECORDS #27000	74,070	14,600	19,000	69,670	<i>Restricted</i>		
JAIL INMATE CMSRY #28000	121,758	50,550	75,000	97,308	<i>GF Assigned</i>		
DEBT SERVICE #29000	37,349	848,665	836,060	49,954	<i>Restricted</i>		
CAPITAL PROJECTS #30000	109,107	150,000	125,000	134,107	<i>Restricted</i>		
CAPITAL PROJECTS #32000	750,000	0	750,000	0	<i>Restricted</i>		
SHERIFF RES OFFICERS #35000	34,988	6,000	12,000	28,988	<i>Restricted</i>		
CO ATTY FINE COLLECTION #380	280,562	65,000	0	345,562	<i>GF Assigned</i>		
CONSERV LAND ACQ & CAP#6800	129,214	138,000	161,000	106,214	<i>GF Assigned</i>		
FRIENDS OF CONSERV #73000	760,880	157,000	93,300	824,580	<i>Restricted</i>		
FRIENDS OF ANIMALS #74000	254,278	18,500	120,000	152,778	<i>Restricted</i>		
TOTAL	17,423,574	42,255,732	41,980,769	17,698,537			
<b>FY'18 PROPOSED AMENDMENT</b>							
GENERAL BASIC #01000	8,714,775	20,048,187	19,261,246	9,501,716	2,883,888		35.64%
GEN. SUPPLEMENTAL #02000	1,676,010	4,032,372	4,131,885	1,576,497	<i>Restricted</i>		38.15% 37.07%
COUNTY MHDS FUND #10000	629,835	2,215,423	1,796,570	1,048,688	<i>Restricted</i>		58.37%
RURAL SERVICES #11000	941,169	5,700,725	5,695,938	945,956	180,134		20.89%
TIF #15000	75,367	1,061,399	1,002,033	134,733	<i>Restricted</i>		
URBAN RENEWAL PPROJ #17000	546,760	482,561	482,561	546,760	<i>Restricted</i>		
SECONDARY ROADS #20000	6,484,711	7,321,450	7,916,900	5,889,261	661,140		66.04%
SPEC. LAW ENFCMENT #22000	17,525	7,550	8,800	16,275	<i>Restricted</i>		
REAP #23000	57,647	37,750	0	95,397	<i>Restricted</i>		
EMPLOYEE WELLNESS #26000	9,183	0	4,763	4,420	<i>Restricted</i>		
RECORDERS RECORDS #27000	87,552	14,600	19,000	83,152	<i>Restricted</i>		
JAIL INMATE CMSRY #28000	140,039	50,550	75,000	115,589	<i>GF Assigned</i>		
DEBT SERVICE #29000	40,926	848,665	836,060	53,531	<i>Restricted</i>		
CAPITAL PROJECTS #30000	132,893	150,000	125,000	157,893	<i>Restricted</i>		
CAPITAL PROJECTS TIF #32000	1,191,056	0	1,191,000	56	<i>Restricted</i>		
SHERIFF RES OFFICERS #35000	39,006	6,000	12,000	33,006	<i>Restricted</i>		
CO ATTY FINE COLLECTION #380	240,761	65,000	0	305,761	<i>GF Assigned</i>		
CONSERV LAND ACQ & CAP#6800	428,963	138,000	161,000	405,963	<i>GF Assigned</i>		
FRIENDS OF CONSERV #73000	855,731	157,000	165,300	847,431	<i>Restricted</i>		
FRIENDS OF ANIMALS #74000	268,408	18,500	120,000	166,908	<i>Restricted</i>		
TOTAL	22,578,317	42,355,732	43,005,056	21,928,993			

fund balances



## Story County Priorities For Fiscal Year 2018-19

Story County supports the coordination and communication among stakeholders and private and public funding sources to help meet the human service needs for Story County citizens.

Services funded by the county must be available and accessible countywide with an emphasis on:

- Services promoting self-sufficiency and supporting affordable housing and transportation
- Safety, health and well-being of children and adults
- Accessible medical services including substance abuse and co-occurring mental health and substance abuse services
- Prevention and early intervention services that provide outreach, advocacy, and academic success

7/20/17

**APPROVED** **DENIED**  
Board Member Initials: AS  
Meeting Date: 7/25/17  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**URBAN RENEWAL PLAN**  
**STORY COUNTY URBAN RENEWAL AREA**  
**November 2011**  
***Amended October 2013***  
***Amended September 2014***  
***Amended October 2015***  
***Amended May 2016***  
***Amended September 2016***  
***Amended June 2017***

**I. INTRODUCTION**

Chapter 403 of the *Code of Iowa* authorizes counties to establish areas within their boundaries known as "urban renewal areas," and to exercise special powers within these areas, including financing projects using property taxes generated from incremental property tax valuations.

County boards of supervisors may create "economic development" urban renewal areas. An economic development urban renewal area may be any area of a county, which has been designated by the board of supervisors as an area which is appropriate for commercial or industrial enterprises and in which the county seeks to encourage further development.

The process by which an economic development urban renewal area may be created begins with a finding by a board of supervisors that such an area needs to be established within the County. An urban renewal plan is then prepared for the area. The Board of Supervisors must hold a public hearing on the urban renewal plan, following which, the Board may approve the plan and may adopt a tax increment ordinance.

More than two dozen counties in Iowa have created economic development urban renewal areas in the last decade, and, more recently, a number of counties have created these areas primarily on the basis of the significant new taxable valuation that is related to the development of "wind farms."

This document is intended to serve as the Urban Renewal Plan for an urban renewal area in Story County, Iowa (the "County") to be known as the Story County Urban Renewal Area (the "Urban Renewal Area"). The largest amount of new taxable valuation to be included in the Urban Renewal Area will be derived from the wind turbines located in Lincoln, Sherman, and Warren Townships, in the northeast portion of the County.

This document is an Urban Renewal Plan within the meaning of Chapter 403 of the *Code of Iowa*, and it sets out proposed projects to be undertaken within the Urban Renewal Area. It is also intended that this Urban Renewal Plan will guide the County in promoting economic development.

**II. PROPERTY TO BE INCLUDED IN URBAN RENEWAL AREA**

Using the authority in Chapter 403 of the *Code of Iowa*, the County Board of Supervisors has determined to include the following taxable property within the Urban Renewal Area:

1. Story Wind LLC and Garden Wind LLC wind farm turbine properties located in Lincoln, Sherman, and Warren Townships. (List of County tax parcel numbers attached as Exhibit A)
2. Demonstration wind turbine property located in Grant Township (County tax parcel numbers 10-13-100-301 and 10-13-300-106)
3. Vetter Equipment property located at the intersection of Highway 30 and 590th Avenue (County parcel number 10-09-400-400)
4. Wind turbines as identified by the following County parcel numbers: 01-01-100-201; 01-

- 01-100-101; 15-24-200-101; 04-05-100-101; 03-29-200-301; and 03-29-200-401.
5. Wind turbines as identified by the following County parcel numbers: 10-10-100-400, 10-10-100-400, 10-10-300-100, 10-16-200-200, 11-05-400-100, 13-27-300-200, 13-27-400-200 and 13-27-400-400.

In addition, the Board of Supervisors has determined to include the following property within the Urban Renewal Area on which projects will be constructed:

1. Dakins Lake County Park (County tax parcel number 04-16-400-125) including acquisition of additional adjoining property (County tax parcel number 04-16-400-105)
2. Right-of-way of Country Club Road from the Nevada city limits south to 260th Street.
3. One-quarter mile of 590th Avenue north of its intersection with Highway 30
4. City of Collins, Iowa – Proposed improvements to Collins Wellness Center for purchase and implementation of new scanner entry system; expansion of programs and services; and additional equipment purchases (County tax parcel number 16-21-160-575).
5. Colo-Nesco Community School District – Proposed construction of a community playground and park on three vacant lots located on the corner of N. Center Street and E. Cleveland Street (County tax parcel number 04-21-205-240).
6. City of Kelley, Iowa – Construct enclosure around post office boxes (County tax parcel number 09-32-474-600).
7. City of McCallsburg, Iowa – Water looping project throughout the community to help improve water quality for residents near existing dead ends, helps increase the flow of water, such as in cases of need for fire suppression, and also help create a secondary supply of water in cases where a water main line needs to be shut down in a certain area (such as a water main line break).
8. City of Roland, Iowa – Removal and disposal of asbestos containing materials on property located at 218 North Main Street. (County tax parcel number 02-14-360-340).
9. City of Zearing, Iowa – Building purchase and remodel and rehabilitation of building (County tax parcel number 04-21-254-335).
10. City of Collins - Work on water lines as a result of US Hwy 65 re-grade.
11. Colo-Nesco Community School District – Proposed Phase II of playground construction (County tax parcel number 04-21-205-240)
12. City of Huxley – Proposed hard surfacing of one-mile of Heart of Iowa Trail from US Highway 69 to Trailridge Park.
13. City of Kelley – Construction of new six-inch water main on Hubbel Street.
14. City of Maxwell – Installation of curb and gutter along Trotter Blvd.
15. City of Nevada – Construction of Clock Tower Center.
16. City of Slater – Main Street improvements from Story to Tama Streets.
17. City of Zearing – Building renovations at 107 West Main Street.
18. Colo-Nesco Community School District – Phase III construction of a community playground and park on three vacant lots located on the corner of N. Center Street and E. Cleveland Street (County tax parcel number 04-21-205-240).
19. City of Huxley – Centennial Park playground expansion.
20. City of Cambridge - Construction of new multi-functional municipal building.
21. City of Slater – Main Street improvements to corner of Main Street and Marshall.
22. City of Slater – Acquisition and renovation of 404/406 Main Street.
23. City of Story City – South Park project.
24. Praeri Rail Trail Extension Planning and Construction.
25. Tedesco Environmental Learning Corridor – Phase 1 and Phase 2 at the Iowa State University Research Park - Financing the design, construction and facilitation of certain improvements and other work to serve the Tedesco Environmental Learning Corridor as

described in the approved "Agreement for Public Improvements and Other Work Pertaining to the Iowa State University Research Park Phase III" including:

- Native vegetation and restoration within the Tedesco Environmental Learning Corridor
  - Limited amount of mowed greenspace within the Tedesco Environmental Learning Corridor
  - Trails generally as shown on Exhibit B, both within and outside of the Tedesco Environmental Learning Corridor
  - Bridges over streams and waterways
  - Stream/Channel restoration
  - Removal of invasive species and replacement with native species
  - Assisting in the design of storm water management and treatment features within the Tedesco Environmental Learning Corridor
  - Maintenance and management of storm water management and treatment features (from outlet of storm sewer service line from HUB Building to stream) within the Tedesco Environmental Learning Corridor
  - All other items within the Tedesco Environmental Learning Corridor
  - unless specified otherwise including, without limitation federally designated wetlands or wetlands mitigation areas.
26. City of Collins – Demolition and revitalization of buildings along Main Street.
  27. City of Story City – Proposed improvements to North Park Project.
  28. City of Cambridge – Construction of Cambridge Community Center.
  29. City of Huxley – All-inclusive playground structure installation at Nord Kalsem Park.
  30. City of Slater – Decorative sidewalk, parking area replacement and decorative street lighting along Main Street.

A map showing the location of each of these properties is set out as Exhibit B.

### **III. URBAN RENEWAL AREA OBJECTIVES**

The primary objectives of the Board of Supervisors in creating the Urban Renewal Area are to use incremental property tax revenues to finance public improvements that are intended to promote the quality of life for all residents of Story County and to encourage private investment and development that will lead to greater job retention, creation of new jobs, an increase in the tax base and the promotion of economic growth throughout the County.

### **IV. INITIAL PROJECTS**

The Board of Supervisors has reviewed a number of possible projects that would be consistent with the objectives set out above and has determined that the following projects could be undertaken effectively during the current fiscal year:

1. Improvements to Dakins Lake County Park, including acquisition of adjacent property
2. Construction of bike trail on Country Club Road from the Nevada city limits south to 260th Street
3. Paving one-quarter mile of 590th Avenue north of its intersection with Highway 30

### **V. ADDITIONAL PROJECTS**

The Board of Supervisors has reviewed a number of requests submitted during August 2013, 2014, 2015, and 2016 that would be consistent with the objectives set out above and has determined that the following projects could be undertaken effectively during the current fiscal

year and fiscal year 2018:

- City of Collins, Iowa – Proposed improvements to Collins Wellness Center for purchase and implementation of new scanner entry system; expansion of programs and services; and additional equipment purchases (County tax parcel number 16-21-160-575).
- Colo-Nesco Community School District – Proposed construction of a community playground and park on three vacant lots located on the corner of N. Center Street and E. Cleveland Street (County tax parcel number 04-21-205-240).
- City of Kelley, Iowa – Construct enclosure around post office boxes (County tax parcel number 09-32-474-600).
- City of McCallsburg, Iowa – Water looping project throughout the community to help improve water quality for residents near existing dead ends, helps increase the flow of water, such as in cases of need for fire suppression, and also help create a secondary supply of water in cases where a water main line needs to be shut down in a certain area (such as a water main line break).
- City of Roland, Iowa – Removal and disposal of asbestos containing materials on property located at 218 North Main Street. (County tax parcel number 02-14-360-340).
- City of Zearing, Iowa – Building purchase and remodel and rehabilitation of building (County tax parcel number 04-21-254-335).
- City of Collins - Work on water lines as a result of US Hwy 65 re-grade.
- Colo-Nesco Community School District – Proposed Phase II of playground construction (County tax parcel number 04-21-205-240)
- City of Huxley – Proposed hard surfacing of one-mile of Heart of Iowa Trail from US Highway 69 to Trailridge Park.
- City of Kelley – Construction of new six-inch water main on Hubbel Street.
- City of Maxwell – Installation of curb and gutter along Trotter Blvd.
- City of Nevada – Construction of Clock Tower Center.
- City of Slater – Main Street improvements from Story to Tama Streets.
- City of Zearing – Building renovations at 107 West Main Street.
- Colo-Nesco Community School District – Phase III construction of a community playground and park on three vacant lots located on the corner of N. Center Street and E. Cleveland Street (County tax parcel number 04-21-205-240).
- City of Huxley – Centennial Park playground expansion.
- City of Cambridge – Construction of new multi-functional municipal building.
- City of Slater – Main Street improvements to corner of Main Street and Marshall.
- City of Slater – Acquisition and renovation of 404/406 Main Street.
- City of Story City – South Park project.
- Praeri Rail Trail Extension Planning and Construction.
- Tedesco Environmental Learning Corridor – Phase 1 and Phase 2 at the Iowa State University Research Park - Financing the design, construction and facilitation of certain improvements and other work to serve the Tedesco Environmental Learning Corridor as described in the approved "Agreement for Public Improvements and Other Work Pertaining to the Iowa State University Research Park Phase III" including:
  - Native vegetation and restoration within the Tedesco Environmental Learning Corridor
  - Limited amount of mowed greenspace within the Tedesco Environmental Learning Corridor
  - Trails generally as shown on Exhibit B, both within and outside of the Tedesco Environmental Learning Corridor
  - Bridges over streams and waterways
  - Stream/Channel restoration

- Removal of invasive species and replacement with native species
- Assisting in the design of storm water management and treatment features within the Tedesco Environmental Learning Corridor
- Maintenance and management of storm water management and treatment features (from outlet of storm sewer service line from HUB Building to stream) within the Tedesco Environmental Learning Corridor
- All other items within the Tedesco Environmental Learning Corridor
- unless specified otherwise including, without limitation federally designated wetlands or wetlands mitigation areas.
- City of Collins – Demolition and revitalization of buildings along Main Street.
- City of Story City – Proposed improvements to North Park Project.
- City of Cambridge – Construction of Cambridge Community Center.
- City of Huxley – All-inclusive playground structure installation at Nord Kalsem Park.
- City of Slater – Decorative sidewalk, parking area replacement and decorative street lighting along Main Street.

## **VI. TAX INCREMENT FINANCING PROCEDURES**

As part of the establishment of the Urban Renewal Area, the County will adopt an ordinance to designate certain taxable property within the Urban Renewal Area from which the property taxes generated from new private development may be used to pay costs of urban renewal projects, including construction of public improvements. The use of these tax revenues in this manner is known as tax increment financing ("TIF").

Depending on the date on which debt is initially certified, an original taxable valuation is established for the property that has been designated in the ordinance, which is known as the "base valuation." The "base valuation" is the assessed value of the taxable property in an Urban Renewal Area as of January 1 of the calendar year proceeding the calendar year in which the County first certifies the amount of any obligations payable from TIF revenues to be generated within that Urban Renewal Area. When the value of this taxable property increases by virtue of new construction or any other reason, the difference between the base valuation and the new property value is the "tax increment" or "incremental value."

It is expected that the County will incur debt that can be certified by December 1, 2011, which will result in establishing the base valuation of the property in the Urban Renewal Area as of January 1, 2010. For new properties added with amendments approved October 2013, it is expected that the County will incur debt that can be certified by December 1, 2013, which will result in establishing the base valuation of the property in the Urban Renewal Area as of January 1, 2012. For new properties added with amendments approved October 2015, it is expected that the County will incur debt that can be certified by December 1, 2015, which will result in establishing the base valuation of the property in the Urban Renewal Area as of January 1, 2014. For new properties added with amendments approved October 2016, it is expected that the County will incur debt that can be certified by December 1, 2017, which will result in establishing the base valuation of the property in the Urban Renewal Area as of January 1, 2016.

Procedurally, after tax increment debt has been incurred within an Urban Renewal Area, property taxes levied by the county, the school districts, townships and the area college against the incremental value, with the exception of taxes levied to repay debt incurred by those jurisdictions and the school district physical plant and equipment levy, are allocated by state law to the County's tax increment fund rather than to each jurisdiction. These new tax dollars are then used to repay any tax increment obligation incurred in the Urban Renewal Area.

## **VII. EFFECTIVE PERIOD**

This Urban Renewal Plan will become effective upon its adoption by the Board of Supervisors and will remain in effect until it is repealed by the Board. The collection of incremental property tax revenues will be limited by state law to no more than twenty years following the fiscal year in which the first such revenues are collected.

**VII. PLAN AMENDMENTS**

This Urban Renewal Plan may be amended in accordance with the procedures set forth in Chapter 403 of the *Code of Iowa* in order to carry out any purposes consistent with Chapter 403 of the *Code of Iowa*, to add other taxable property that may produce incremental revenues and to add projects that may be financed from incremental revenues.

**VIII. COUNTY FINANCIAL INFORMATION**

Chapter 403 of the *Code of Iowa* requires that any urban renewal plan include certain information about County general obligation debt, the legal ability to incur additional debt and the amount of proposed debt to be incurred that would be eligible to be paid from incremental property taxes. This chart shows that information for Story County and the Story County Urban Renewal Area (December 1, 2016):

Outstanding general obligation debt	\$2,430,000
Current constitutional debt limit	\$337,393,765
TIF debt incurred	\$4,685,000

This chart shows that information for Story County and the Story County Urban Renewal Area as amended (June 2017):

Outstanding general obligation debt	\$1,630,000
Current constitutional debt limit	\$365,874,561
Proposed TIF debt to be incurred	\$1,500,000
Existing TIF debt	\$3,051,000

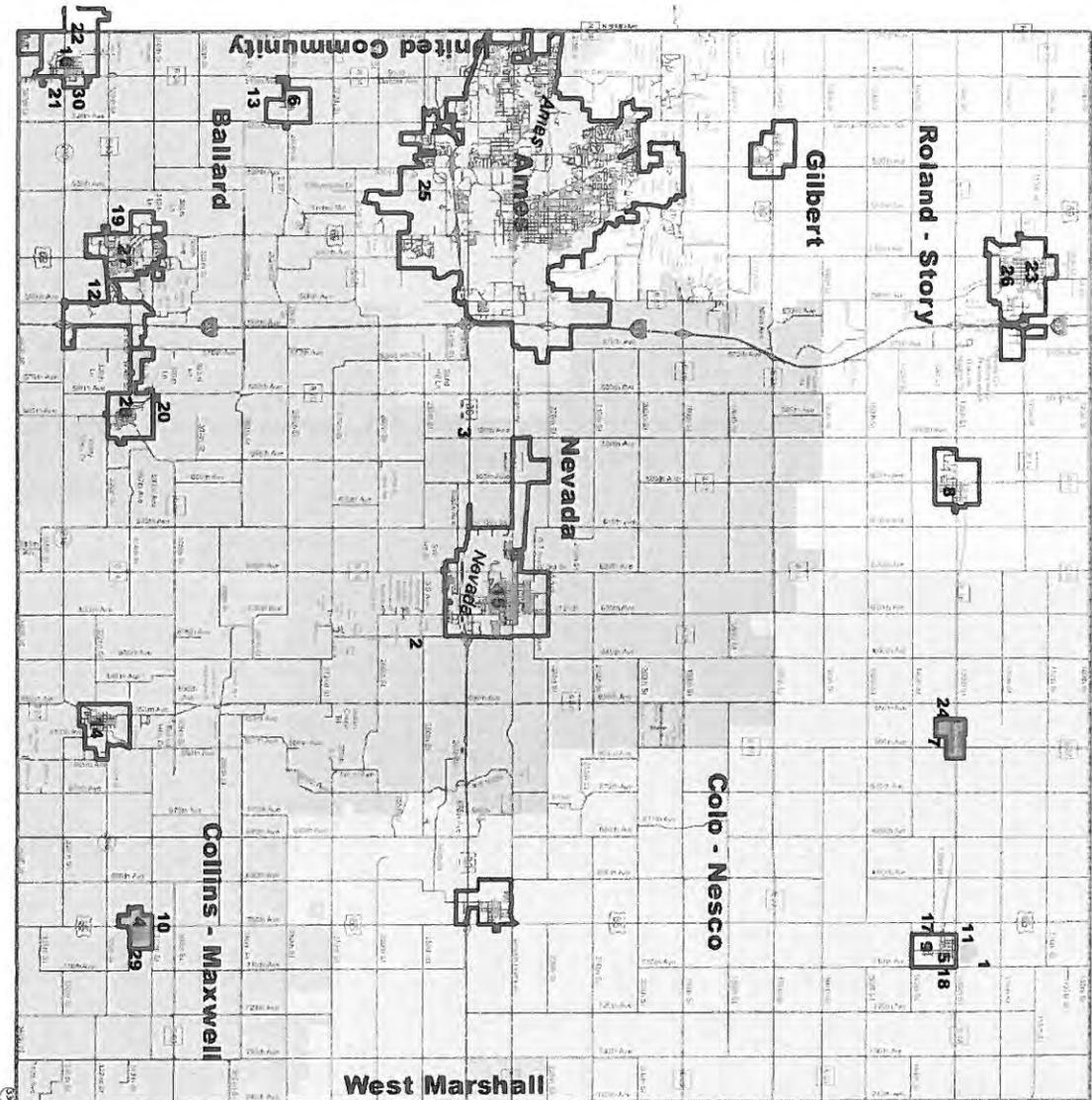
**EXHIBIT A**

<b>County tax parcel numbers for wind farm properties – December 2011</b>			
<b>Parcel Identification Number</b>	<b>Owner</b>	<b>Parcel Identification Number</b>	<b>Owner</b>
03-12-300-101	GARDEN WIND LLC	04-35-100-201	STORY WIND LLC
03-12-300-201	GARDEN WIND LLC	04-35-100-301	STORY WIND LLC
03-12-400-101	GARDEN WIND LLC	04-35-200-101	STORY WIND LLC
03-13-400-201	GARDEN WIND LLC	04-36-100-401	STORY WIND LLC
03-25-100-401	STORY WIND LLC	04-36-200-301	STORY WIND LLC
03-25-200-301	STORY WIND LLC	04-36-200-401	STORY WIND LLC
03-25-200-401	STORY WIND LLC	04-36-300-101	STORY WIND LLC
04-04-100-101	GARDEN WIND LLC	08-02-100-101	STORY WIND LLC
04-04-100-201	GARDEN WIND LLC	08-02-100-201	STORY WIND LLC
04-04-200-101	GARDEN WIND LLC	08-04-200-101	STORY WIND LLC
04-04-300-401	GARDEN WIND LLC	08-04-200-201	STORY WIND LLC
04-04-400-301	GARDEN WIND LLC	08-08-100-401	STORY WIND LLC
04-06-100-201	GARDEN WIND LLC	08-08-200-301	STORY WIND LLC
04-06-200-101	GARDEN WIND LLC	08-08-200-401	STORY WIND LLC
04-08-100-301	GARDEN WIND LLC	08-09-100-301	STORY WIND LLC
04-08-100-401	GARDEN WIND LLC	08-09-100-401	STORY WIND LLC
04-17-100-101	GARDEN WIND LLC	08-10-300-201	STORY WIND LLC
04-17-100-201	GARDEN WIND LLC	08-10-400-101	STORY WIND LLC
04-17-200-101	GARDEN WIND LLC	08-10-400-201	STORY WIND LLC
04-18-200-101	GARDEN WIND LLC	08-11-300-101	STORY WIND LLC
04-18-200-201	GARDEN WIND LLC	08-11-300-201	STORY WIND LLC
04-18-300-101	GARDEN WIND LLC	08-13-100-201	STORY WIND LLC
04-18-400-101	GARDEN WIND LLC	08-13-200-101	STORY WIND LLC
04-27-300-101	STORY WIND LLC	08-14-200-101	STORY WIND LLC
04-27-300-201	STORY WIND LLC	08-14-200-201	STORY WIND LLC
04-28-300-201	STORY WIND LLC	08-15-300-101	STORY WIND LLC
04-28-400-101	STORY WIND LLC	08-15-300-201	STORY WIND LLC
04-28-400-201	STORY WIND LLC	08-15-400-101	STORY WIND LLC

04-29-100-301	STORY WIND LLC	08-15-400-201	STORY WIND LLC
04-29-100-401	STORY WIND LLC	08-16-100-401	STORY WIND LLC
04-29-200-301	STORY WIND LLC	08-16-200-301	STORY WIND LLC
04-30-100-301	STORY WIND LLC	08-16-200-401	STORY WIND LLC
04-30-100-401	STORY WIND LLC	08-22-300-101	STORY WIND LLC
04-30-200-301	STORY WIND LLC	08-22-300-201	STORY WIND LLC
04-30-200-401	STORY WIND LLC	08-22-400-101	STORY WIND LLC
04-31-100-301	STORY WIND LLC	08-22-400-201	STORY WIND LLC
04-31-100-401	STORY WIND LLC	08-23-100-301	STORY WIND LLC
04-31-200-301	STORY WIND LLC	08-25-300-151	STORY WIND LLC
04-31-200-426	STORY WIND LLC	08-25-400-121	STORY WIND LLC
04-32-100-301	STORY WIND LLC	08-25-400-201	STORY WIND LLC
04-32-100-401	STORY WIND LLC	08-26-300-101	STORY WIND LLC
04-32-200-301	STORY WIND LLC	08-26-300-201	STORY WIND LLC
04-32-200-401	STORY WIND LLC	08-26-400-106	STORY WIND LLC
04-33-300-106	STORY WIND LLC	08-26-400-126	STORY WIND LLC
04-33-300-206	STORY WIND LLC	08-26-400-226	STORY WIND LLC
04-34-400-101	STORY WIND LLC	08-35-200-301	STORY WIND LLC
04-34-400-201	STORY WIND LLC	08-36-200-301	STORY WIND LLC
		08-36-200-401	STORY WIND LLC
<b>Added Properties - October 2013</b>			
01-01-100-101	Hamilton Wind Energy, LLC	04-05-100-101	Ag Land Energy 4, LLC
01-01-100-201	Story Wind Energy, LLC	03-29-200-301	Ag Land Energy 3, LLC
15-24-200-101	Ag Land Energy 2, LLC	03-29-200-401	Ag Land Energy 1, LLC
<b>Added Properties - October 2016</b>			
10-10-100-400	OPTIMUM WIND 3	10-10-100-400	OPTIMUM WIND 4
10-10-300-100	OPTIMUM WIND 5	10-16-200-200	OPTIMUM WIND 6
11-05-400-100	OPTIMUM WIND 7	13-27-300-200	MICHELANGELO 1
13-27-400-200 AND 13-27-400-400	MICHELANGELO 3		

**EXHIBIT B**

**Map showing taxable property and location of projects to be undertaken in Story County  
Urban Renewal Area**



# Story County Urban Renewal Plan



Please see the reverse for a table of approved and pending projects that are components of the Story County Urban Renewal Plan.

### Legend

- Ames School District
- Ballard School District
- Collins - Maxwell School District
- Colp - Nesco School District
- Gilbert School District
- Nevada School District
- North Polk School District
- Roland - Story School District
- United Community School District
- West Marshall School District
- County Boundary
- Roads
- City Limits



Map amended on May 24, 2017, by the County Outreach and Special Projects Manager.

## Key to Urban Renewal Projects

- 1 Improvements to Dakins Lake (County tax parcel number 04-16-400-125) including acquisition of additional adjoining property (County tax parcel number 04-16-400-105)
- 2 Construction of bike trail along right-of-way of Country Club Road from the Nevada city limits south to 260<sup>th</sup> Street
- 3 Paving ¼ mile along 590<sup>th</sup> Avenue north of its intersection with Highway 30
- 4 City of Collins: Programming improvements at Wellness Center for purchase and implementation of new scanner entry system; expansion of programs and services; and additional equipment purchases (County tax parcel number 16-21-160-575)
- 5 Colo-Nesco Community School District – Proposed construction of a community playground and park on three vacant lots located on the corner of N. Center Street and E. Cleveland Street (County tax parcel number 04-21-205-240).
- 6 City of Kelley, Iowa – Construct enclosure around post office boxes (County tax parcel number 09-32-474-600).
- 7 City of McCallsburg, Iowa – Water looping project throughout the community to help improve water quality for residents near existing dead ends, helps increase the flow of water, such as in cases of need for fire suppression, and also help create a secondary supply of water in cases where a water main line needs to be shut down in a certain area (such as a water main line break).
- 8 City of Roland, Iowa – Removal and disposal of asbestos containing materials on property located at 218 North Main Street. (County tax parcel number 02-14-360-340).
- 9 City of Zearing, Iowa – Building purchase and remodel and rehabilitation of building (County tax parcel number 04-21-254-335).
- 10 City of Collins - Work on water lines as a result of US Hwy 65 re-grade.
- 11 Colo-Nesco Community School District – Proposed Phase II of playground construction (County tax parcel number 04-21-205-240)
- 12 City of Huxley – Proposed hard surfacing of one-mile of Heart of Iowa Trail from US Highway 69 to Trailridge Park.
- 13 City of Kelley – Construction of new six-inch water main on Hubbel Street.
- 14 City of Maxwell – Installation of curb and gutter along Trotter Blvd.
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- 18 Colo-Nesco Community School District – Phase III construction of a community playground and park on three vacant lots located on the corner of N. Center Street and E. Cleveland Street (County tax parcel number 04-21-205-240).
- 19 City of Huxley – Centennial Park playground expansion.
- 20 City of Cambridge - Construction of new multi-functional municipal building.
- 21 City of Slater – Acquisition and renovation of 404/406 Main Street.
- 22 City of Slater – Main Street improvements to corner of Main Street and Marshall.
- 23 City of Story City – South Park project.

- 24 Praeri Rail Trail Extension Planning and Construction.
- 25 Iowa State University Research Park Tedesco Environmental Learning Corridor
- 26 City of Collins – Demolition and revitalization of buildings along Main Street.
- 27 City of Story City – Proposed improvements to North Park Project.
- 28 City of Cambridge – Construction of Cambridge Community Center.
- 29 City of Huxley – All-inclusive playground structure installation at Nord Kalsem Park.
- 30 City of Slater – Decorative sidewalk, parking area replacement and decorative street lighting along Main Street.

**APPROVED** **DENIED**

Board Member Initials: RS

Meeting Date: 7/25/17

Follow-up action: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

7/25/17

Each year

Story County Supervisor, Rick Sanders, Chairman,

Are the following amounts accurate for TIF funds that the towns and county keep back from property taxes for special projects:

- Ames ISU RESEARCH PARK \$379,694
- Ames – Campustown \$232,148
- Ames South Bell Avenue \$64,018
- Cambridge \$299,858
- Colo \$171,940
- Huxley \$2,483,078
- McCallsburg \$122,424
- Nevada \$3,152,357
- Slater \$77,415
- Story City \$809,870
- Story County \$1,061,399

What is the fiscal impact of the divisional revenue on the affected taxing entities? Do all property taxpayers of the county pay more because these funds are retained?

Why does the county retain TIF funds to award to the towns already doing the same?

Could towns just retain more themselves without county involvement?

How much time and money does the county spend each year to promote and implement the program (contract and expenses with Ames Economic Development, sale and issuance of Revenue Bonds, securing and certifying the bond, county staff hours)?

What is the duration of the bond issuance?

I recommend we stop or curtail the county TIF program.

Arden Greiner

Sherman Township

6/30/2017

TIF Project Costs:

		ACTUAL FY13	ACTUAL FY14	ACTUAL FY15	ACTUAL FY16	ACTUAL FY17	Projected/Carried FY18
Fund 32000	Dakins Lake	236,919.75	1,474,580.60	1,088,499.65			
Fund 32000	Legal fees/borrow	17,663.50					
Fund 32000	Vetter paving	196,845.57					
Fund 17000	Urban Renewal Proji		44,590.60	60,174.58	225,195.33	322,801.13	615,316.87
Fund 32000	ISU Research Park					315,777.13	1,184,222.87
Fund 32000	11th St Bike Trail		166,765.75				
		4,149,813.59	451,428.82	1,685,936.95	1,148,674.23	225,195.33	638,578.26
	Borrowed:	4,844,200	3,185,000	159,200	0	1,500,000	1,500,000
	Balance Due	3,051,000	1,685,000	0			1,366,000

Projected Balances of unused TIF dollars

	Projected Revenues	Debt obl	Urban Rnl Obl	Balance (FY)	Total Balance
FY 13 Actual	362,422.85	351,053.75		11,369.10	11,369.10
FY 14 Actual	365,329.54	335,867.50	30,587.97	-1,125.93	10,243.17
FY 15 Actual	619,362.24	340,407.50	70,159.26	208,795.48	219,038.65
FY16 Actual	825,993.50	398,764.50	225,195.33	202,033.67	421,072.32
FY 17 Actual	1,016,498.50	547,077.06	322,801.13	146,620.31	567,692.63
FY 18	1,061,399.00	519,426.50	615,316.87	-73,344.37	494,348.26
FY 19	1,093,803.00	519,447.56		574,355.44	1,068,703.70
FY 20	1,093,803.00	523,311.82		570,491.18	1,639,194.88
FY 21	1,093,803.00	527,310.32		566,492.68	2,205,687.56
FY 22	1,093,803.00	536,134.50		557,668.50	2,763,356.06



WATERSHED COORDINATOR PROPOSAL  
CENTRAL IOWA WATERSHED MANAGEMENT AUTHORITIES

July 1<sup>st</sup>, 2017

The Fourmile Creek, Walnut Creek, and Mud, Camp, and Spring Creek Watershed Management Authorities (WMA) have contracted to Polk Soil & Water Conservation District (SWCD) to facilitate the implementation of completed watershed management plans.

Original contract was for a time period of 1 year expiring September 2017. The following proposal is to extend the WMA-Polk SWCD contract for an additional 3 years to September 2020 at which time the contract will be re-evaluated.

Watershed Management Authority Role Summary

1. The Polk Soil and Water Conservation District (Polk SWCD) would provide staffing of the coordinator position. The services to be provided include:

*A. Administrative:*

Coordination of meetings and administrative items to maintain and grow continued momentum. Provide leadership and support to executive council, the full WMA group, the coordinating strategy champions and implementation committees.

*B. Monitoring Support:*

Conduct monthly stream sampling, pursue funding for bacteria monitoring, and complete additional assessment of priority areas outlined in assessment. Monitor pollutant reduction as conservation practices are installed.

*C. Education and Outreach:*

A pivotal part of this watershed improvement project is being a presence in the watershed and providing resources and technical assistance to watershed stakeholders. This includes a multifaceted outreach strategy to agricultural and rural landowners to find priority areas, conservation opportunities, and improve conservation practice adaptation. These activities may include mailings, field days, surveys, informational meetings, and field visits. Education and Outreach would be completed in association with each of the regional County Soil and Water Conservation Districts.

Education and outreach activities will also be administered in urban areas with strategies tailored to urban populations and pollutant sources. Communication with city and county officials about WMA goals, objectives, and water quality improvement strategies will be a priority.

*D. Practice Implementation:*

Conservation practice adoption is the key to improving water quality in watersheds. Polk SWCD will focus on growing education and outreach activities into practice adoption throughout the watershed. Landowners will utilize district resources for the design, layout, and construction oversight of conservation practices. Funding will be pursued for priority practices that cannot be funded by existing programs.

*E. Ordinance Changes*

The Polk SWCD will coordinate and review draft ordinance changes prepared by others that are outlined in the watershed plans. This effort is intended to facilitate more consistent language for development projects within the watersheds.

*F. Funding Acquisition*

Concurrent with education/outreach and practice implementation efforts the Polk SWCD will pursue funding to improve water quality in the watershed. Efforts within the watershed will provide the vital information needed to successfully acquire future funding. Polk SWCD has extensive experience acquiring watershed specific funding dependent upon opportunities and landowners willingness.

2. Polk SWCD would work with other area agencies such as the MPO, IDALS, IDNR, and other Soil and Water Conservation Districts on an as needed basis to assist them in the completion of their implementation services.
3. The services would be provided for Fourmile Creek, Walnut Creek, and Mud, Camp, and Spring Creek watersheds. In the event additional watersheds desire watershed coordinator services, they would work with the Polk SWCD to determine the additional cost to extend those services to that watershed, see item 4.
4. **Additional Watershed Coordination Services-** Beaver Creek Watershed Management Authority- Polk SWCD will begin coordination of meetings and administrative items. They will also provide leadership and support to executive council, and the full WMA group until a watershed management plan is developed. This includes pursuing funding opportunities and assisting future consultants on a watershed plan. Upon completion of a future plan, Polk SWCD will re-evaluate plan implementation options and strategies.
5. **Additional Watershed Coordination Services-** Lower Fourmile Creek Greenway- Polk SWCD will begin coordinating the implementation of the greenway plan that was completed in summer 2017. This collaborative effort includes partnership with the City of Des Moines, Polk County, Pleasant Hill, and Polk County Conservation Board. Polk SWCD's main focus will be on implementing the water quality and flood control aspects of the plan.

6. **Website Development-** Polk SWCD staff has created websites for the watershed management authorities in year 1 including [www.walnutcreekwatershed.org](http://www.walnutcreekwatershed.org), [www.fourmilecreekwatershed.org](http://www.fourmilecreekwatershed.org), and [www.mudcampspringwatershed.org](http://www.mudcampspringwatershed.org). With the addition of the Fourmile Lower Greenway Plan and other public outreach programs there is significant need to improve the websites layout and material. Polk SWCD will be contracting to a web designer for the upgrade and improvement of these websites.
7. The cost for these services will be \$165,000 yearly for a three year period. A model has been developed based on drainage area (50%) and population (50%). The cost model is attached. Polk County will develop a 28E agreement with the Polk SWCD that outlines the specific scope and fee. Polk County will also develop a 28E agreement between the jurisdictions to provide the structure for the payment of the funds. It is proposed this agreement will be for a three year period.
8. It is anticipated this agreement will commence on September 1<sup>st</sup>, 2017 so the agreement needs to be drafted and approved by the jurisdictions in advance of this date.
9. If future perpetual needs arise above the agreed scope of work or if funding challenges arise from alternate Polk SWCD sources the WMA agreement will need to be re-evaluated.

**APPROVED**      **DENIED**  
Board Member Initials: RS  
Meeting Date: 7/25/17  
Follow-up action: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2017-2020  
WATERSHED COORDINATOR  
COST SHARE PROPOSAL

<u>Jurisdiction</u>	<u>Cost Share Amount</u>
Alleman	\$175
Altoona	\$4,800
Ankeny	\$11,400
Bondurant	\$2,200
Boone County	\$175
Boone County SWCD	\$0
Clive	\$4,500
Dallas Center	\$545
Dallas County	\$0
Dallas County SWCD	\$0
Des Moines	\$37,000
Elkhart	\$175
Grimes	\$3,000
Jasper County	\$175
Jasper County SWCD	\$0
Johnston	\$5,000
Marion County	\$0
Marion County SWCD	\$0
Mitchellville	\$175
Pleasant Hill	\$3,500
Polk County	\$64,700
Polk SWCD	\$0
Runnells	\$115
Sheldahl	\$115
Slater	\$175
Story County	\$175
Story County SWCD	\$0
Urbandale	\$12,000
Waukee	\$3,600
West Des Moines	\$10,200
Windsor Heights	<u>\$1,100</u>
	\$165,000

**APPROVED**

Board Member Initials:

**DENIED**

Meeting Date:

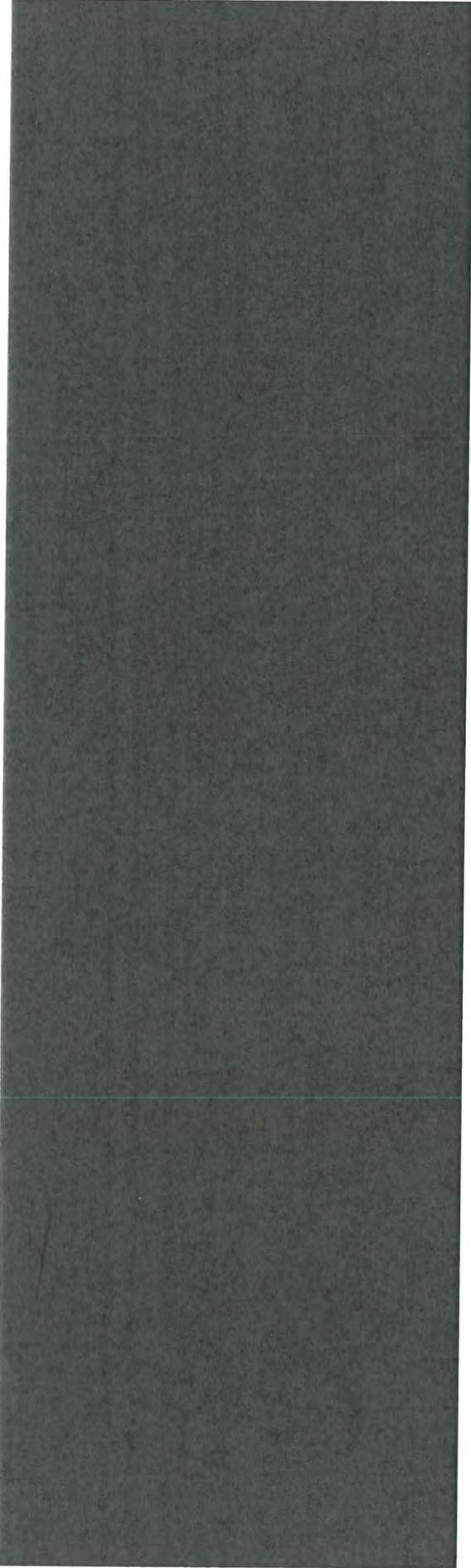
7-25-17

Follow-up action:

\_\_\_\_\_  
\_\_\_\_\_  
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# BOARD OF SUPERVISORS INTERNSHIP PROGRAMS

HUMAN RESOURCES AND COMMUNICATIONS



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## HUMAN RESOURCES INTERNSHIP PROGRAM

- Program was approved by the Board of Supervisors on August 20, 2016
- Internship was filled on November 1, 2016
- FY 17 hours - 515.75
- FY17 cost (wages and FICA) - \$6,107.25

## FY17 HUMAN RESOURCES INTERN ACCOMPLISHMENTS

### **During FY 17 the HR Intern assisted with the following:**

- OSHA reports
- I-9 audits
- Longevity calculations/creation of action forms
- Promotion of Wellness Program
- NEOGOV updates
- Maintenance of personnel files
- Research/development for new programs
- EEO audit
- Open enrollment/COBRA administration
- Tracking performance evaluations
- Implementation of new policies/programs
- Employee recognition
- Updating HR forms
- Recruitment

## FY18 HUMAN RESOURCES INTERNSHIP PROGRAM

- Budget - \$6,000 plus FICA
- Similar tasks as FY17
- No recommended changes to the program

## COMMUNICATION INTERNSHIP PROGRAM

- Approved by the Board of Supervisors in FY16
- Duties/Responsibilities: Assist the County Outreach and Special Projects Manager in Story County, Iowa, in the day-to day activities of the program. The student selected for the position would be asked to perform a range of duties from very basic activities to those requiring higher skill levels and professional expertise which may include creating and updating resource material; video-taping and associated editing and online posting of public meetings, and interacting with other governmental- and community-based organizations.

## COMMUNICATION INTERNSHIP PROGRAM

- Increased the HR Intern hours during FY17 to assist with the following communication tasks:
  - Publication of newsletters
  - Coordination of County Fair booth
  - Development of fliers and other materials for: blood drives (in May and upcoming in August), Day of Caring, County Fair, EMA, QR Codes
  - Compilation of website refresh survey results
  - KHOI monthly updates
  - Assisting with cemetery training event
  - Veterans Affairs historical ribbons, etc.
  - Review and Compilation of Floodplain Outreach strategies for annual CRS Recertification
  - Recording, converting and posting weekly BOS videos to YouTube
  - Photographing current CIP projects, cemetery training, department recognitions, and other events
  - Printing and packaging Our Story for distribution

# FY18 COMMUNICATIONS INTERNSHIP PROGRAM

## **K-12 programming opportunities**

Projects and work tasks, assistance could be offered in the following areas:

- Video tape board meetings/convert video & upload to website
- Social Media
- Gathering information for County News/Our Story and assistance with newsletters
- Special video productions
- Connect Iowa projects – Community Technology Academy and Technology Summit
- Translation of outreach materials

## FY18 COMMUNICATIONS INTERNSHIP PROGRAM

- FY18 Budget - \$6,500 plus FICA
- ~590 hours for a Communication and Social Media Intern
- Job description previously developed/approved
- Opportunity to have this internship qualify as a Iowa State Greenlee School Internship

## FY18 COMMUNICATIONS INTERNSHIP PROGRAM

### **Ames School District**

#### **Ames High Business Engagement Collaborative**

Ames High Business Engagement Collaborative is an opportunity for high school students to gain business experience. This is a program that runs through the ISU Research Park and Ames High School. Students gain hands-on experience working on and helping with projects for companies in the surrounding area.

### **Nevada School District**

#### **LAUNCH -Learning, Application, Understanding, iNquiry, Compassion, & Honor**

This program allows students to select projects that they are passionate about and pursue them. The projects may be developed by the student or may arise from the Project Pool, which is a list of projects that our local community has provided for our students to pursue that will benefit our local community. Students will have the opportunity to earn credit for core classes (math, science, social studies, and language arts) as well as elective credit by demonstrating they have met essential standards for these courses through the projects they select. Any interested business or industry can submit a project idea and it will be added to the project pool for students to potentially select.

## FY18 COMMUNICATIONS INTERNSHIP PROGRAM

**Innovations-** Class that has been offered at the high school the past 3 years that students can take for an elective credit and work on any project that is of interest to them. The projects they have worked on thus far were generated by their own ideas and passions.

### **All School Districts in Story County**

#### **SCALE - Story County Active Learning Experiences**

This program is a partnership between DMACC, the Ames Chamber of Commerce and Economic Development, and 8 Story County high schools. Students will work within various businesses in Story county, primarily in Ames, on projects that pertain to that business/industry. The program is arranged around 4 strands (Health and Human Services, Engineering, Renewable Energy & Bio-Sciences, and Business Communication and Technology). Student will earn high school elective credit and college credit as well.

## FY 18 COMMUNICATIONS INTERNSHIP PROGRAM

### Recommendation for Communication Internship Program

- Recruit and hire a Communication and Social Media Intern
  - Utilize the Iowa State Boutique Fair (Internship & Networking Fair) on September 26<sup>th</sup>
  - Advertise on Story County website, College website, etc.
- Utilize K-12 Programming Opportunities

# Communications and Social Media Intern

## **Intern Duties/Responsibilities:**

Assist the County Outreach and Special Projects Manager in Story County, Iowa, in the day-to-day activities of the program. The student selected for the position would be asked to perform a range of duties from very basic activities to those requiring higher skill levels and professional expertise which may include creating and updating resource material; video-taping and associated editing and online posting of public meetings, and interacting with other governmental- and community-based organizations.

## **Educational Requirements:**

This internship is best suited for students with majors in the following areas: Public Relations, Political Science, Communications, Journalism or related fields.

## **Skills, Training or Qualifications:**

Excellent written and oral communication skills, computer literate, detail oriented, and reliable.

## **Time Commitment:**

Minimum 12 - 15 hours per week for 3 to 6 months. Hours can be scheduled in 3- to 8-hour blocks of time during regular business hours (Monday through Friday between 8 a.m. and 5 p.m.). Applicants able to schedule the maximum hours/duration listed for the internship typically gain a more in-depth experience.

## **Benefits Available to Intern:**

Although this is an unpaid internship that does not lead to permanent employment, students and recent graduates are offered an excellent opportunity to:

- Build resumes and explore career options
- Apply academic skills and knowledge to the workplace
- Fulfill college/university internship requirements
- Network in their fields of interest with professionals who are dedicated to making a positive difference in Story County

## **How to Apply:**

All applications must be submitted online at <http://agency.governmentjobs.com/storyia/default.cfm>.

Prospective interns must provide a writing sample and email to Leanne Lawrie Harter at [lharter@storycountyiowa.gov](mailto:lharter@storycountyiowa.gov).