

The Board of Supervisors met on 5/29/18 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 storycountyia.gov)

BID OPENING FOR CRISIS STABILIZATION/TRANSITIONAL LIVING CENTER REMODELING PROJECT LOCATED AT 124 S. HAZEL AVENUE, AMES, IOWA – Jeff Harris, Roseland Mackey Harris Architects, opened bids for the following: 1) Bergstrom Construction, Des Moines, Iowa, with bid bond included, base bid of \$299,000.00. Alternate #1: add \$69,000.00. 2) HPC LLC, Ames, Iowa, with bid bond included, base bid of \$228,000.00. Alternate #1: add \$57,000.00. 3) Two Rivers Group, Altoona, Iowa, with bid bond included, base bid of \$213,500.00. Alternate #1: add \$57,850.00. 4) Henkel Construction, Mason City and Ames, Iowa, with bid bond included, base bid of \$257,350.00. Alternate #1: add \$74,000.00. 5) GTG Construction, Johnston, Iowa, with bid bond included, base bid of \$255,000.00. Alternate #1: add \$55,000.00. All bidders acknowledged addendums #1 and #2. Harris will return to the Board at its next meeting.

SALVATION ARMY'S REQUEST TO REALLOCATE FY18 FUNDS OF \$672.53 FROM DISASTER SERVICES TO BILL PAYER PROGRAM – Cari McPartland, Service Center Administrator/Case Manager, reported on the details of the program. Deb Schildroth, Director of External Operations and County Services reported on the history of the service. Because funds are allocated on a fiscal year basis, the reallocation is requested prior to the next Analysis of Social Services Evaluation Team (ASSET) meeting, which is currently scheduled for August (FY19). Olson moved, Chitty seconded the approval of Salvation Army's request to reallocate FY18 Funds of \$672.53 from Disaster Services to Bill Payer Program. Motion carried unanimously (MCU) on a roll call vote.

RESTRICTIONS OF TEMPORARY STRUCTURES AND VENDORS ALONG STORY COUNTY ROADWAY RIGHTS-OF-WAY DURING THE REGISTER'S ANNUAL GREAT BIKE RIDE ACROSS IOWA (RAGBRAI) – Sanders provided an overview. Sheriff Paul Fitzgerald expressed concerns regarding safety. Jerry Moore, Planning and Development Director, detailed the County's permitting of special use events. Discussion took place. Chitty moved, Olson seconded the approval of Restrictions of Temporary Structures and Vendors along Story County Roadway Rights-of-Way During RAGBRAI (pending 14-day review). Roll call vote. (MCU)

HEART OF IOWA REGIONAL TRANSPORTATION ASSOCIATION (HIRTA) ANNUAL REPORT – Julia Castillo, Executive Director, reported on statistics, current and new services, and projected future services. Brooke Ramsey, Business Development Manager, detailed rate and service changes.

PERSONNEL ACTIONS: 1) pay adjustment, effective 6/10/18, in a) Animal Control for Brittany Macziewski @ \$16.57/hr; b) Attorney's Office for Casandra Eames @ \$19.52/hr; c) Secondary Roads for Dennis Clatt @ \$29.21/hr; Paul Ogden @ \$29.28/hr; Ryan Peterson @ \$23.62/hr; d) Sheriff's Office for Andrew Boeckman @ \$2,373.47/bw; Diane Hobart @ \$2,224.82/bw; Celena Rohland @ \$1,839.78/bw; Janet Stoll @ \$2,052.90/bw; e) Treasurer's Office for Ardis Baldwin @ \$34.40/bw. longevity lump sum; Shelley Campbell @ \$16.71/hr. Chitty moved, Olson seconded approval of the Personnel Actions as presented. Roll call vote. (MCU)

CLAIMS: 5/31/18 Claims of \$2,335,026.13 (run date 5/25/18, 26 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 Service (\$630.45), BooSt Early Childhood (\$2,849.41), Central Iowa Drug Task Force (CIDTF) (\$4,903.12), Emergency Management (\$679.76), E911 Surcharge (\$1,158.61), Holding-Seized Funds (\$2,364.00), County Assessor (\$614.84), and Ames City Assessor (\$5,837.26). Olson moved, Chitty seconded approval of the Claims as presented. Roll call vote. (MCU) Chitty moved, Olson seconded approval of the Consent Agenda as presented.

1. Acknowledgement of Sheriff's Office purchase of 24 docking stations to assist with the Panasonic Arbitrator Camera System upgrade for \$7,899.00 (un-budgeted)
2. Contract between IP Pathways, Inc. and Information Technology for hardware maintenance, effective 7/1/18-6/30/19 for \$27,645.00
3. Contract between Iowa County Attorney's Case Management Project and Information Technology for software maintenance, effective 7/1/18-6/30/19, for \$17,880.00
4. Maintenance Contract between Tyler Technologies, Inc., and Information Technology for software maintenance, effective 7/1/18- 6/30/19, for \$1955.21
5. Agreement between Story County and Mail Services LLC for property tax statement processing, effective 7/1/18-8/30/18
6. Story County Compensation Schedule, effective 7/1/18-6/30/19
7. Landus Cooperative Site Development Plan and Zoning Permit Application
8. Set Bid Opening for 6/5/17 at 10:00 a.m. in the Public Meeting Room at the Story County Administration Building for the Animal Shelter remodeling project located at 975 W. Lincoln Way, Nevada, Iowa
9. Master Services Agreement between Keltek and Story County for Panasonic Arbitrator Camera System Services, effective 6/1/18-5/31/19
10. Statement of Work for Keltek to install pairing docks, effective 5/17/18
11. Statement of Work for managed services offering for the Panasonic Arbitrator Camera System, effective 6/1/18-5/31/19 for \$11,144.00
12. Statement of Work Software for the licensing of the Panasonic Arbitrator Camera System, effective 6/1/18-5/31/21 for \$11,545.00
13. Utility Permit: #18-97

Roll call vote. (MCU)

SECOND CONSIDERATION OF ORDINANCE NO. 271, AN ORDINANCE ADOPTING THE "CODE OF ORDINANCES OF STORY COUNTY, IOWA" – Sanders opened the public hearing at 10:52 a.m., and, hearing none, he closed the public hearing at 10:52 a.m. Chitty moved, Olson seconded the approval of Second Consideration Ordinance No. 271, Adopting the "Code of Ordinances of Story County, Iowa" and waiving the Third and Final Reading. Roll call vote. (MCU)

CRESTVIEW MOBILE HOME PARK, STATUS OF TEMPORARY HOOP BUILDING – Jerry Moore, Planning and Development Director, reported background information. Brant Lemer, property owner, has requested continuation of the use of the temporary hoop building until 5/31/19. Planning and Development staff has proposed that use of the

building end by 11/29/18, and it be dismantled and removed by 12/31/18. Chitty moved, Olson seconded the approval of Crestview Mobile Home Park, Renewal of Permit for Temporary Hoop Building as presented. Roll call vote. (MCU)

STORY COUNTY HOUSING NEEDS STUDY IN LIGHT OF RELEASE OF IOWA FINANCE AUTHORITY'S IOWA PROFILE ON DEMOGRAPHICS, ECONOMIC AND HOUSING, A STATEWIDE AND REGIONAL DATA AND FORECAST – Olson provided an overview. Brenda Dryer, Ames Economic Development Commission, stated that the study data provides a baseline, but is incomplete. Olson moved, Chitty seconded that the Board direct staff to initiate contact with housing and economic development stakeholders in the county. Roll call vote. (MCU)

FACILITIES MANAGEMENT QUARTERLY REPORT – Joby Brogden, Facilities Management Director, reported on statistics, significant events, and pending initiatives.

UPDATE ON LEGAL REVIEW, REVISIONS AND PLAN FOR SOLICITATION OF COMMUNITY INPUT ON THE STORY COUNTY NEW CONSTRUCTION AND SUBSTANTIAL REHABILITATION HOUSING GRANT PILOT PROGRAM PROPOSED AT THE 12/5/17 BOS MEETING – Olson provided an overview and background. Ethan Anderson, Assistant County Attorney, stated matters of policy are up to the Board.

ISSUES CONCERNING THE ENFORCEMENT OF THE IOWA UTILITY BOARD'S (IUB) AGRICULTURAL IMPACT MITIGATION PLAN (AIMP), AS SET FORTH IN THE STORY COUNTY ISG CONTRACT, FROM A LANDOWNER'S PERSPECTIVE – Keith D. Puntteney, Webster County landowner, and LaVerne Johnson, Boone County landowner, presented photos of areas of central Iowa farmland impacted by the pipeline installation. Arlene Bates, Story County landowner, stated concerns regarding her property.

LIAISON ASSIGNMENTS, COMMITTEE MEETINGS UPDATES, AND ANNOUNCEMENTS FROM THE SUPERVISORS: Olson reported on a recent Safety Committee meeting. Chitty moved, Olson seconded to adjourn at 1:17 p.m. Roll call vote. (MCU)

Story County
Board of Supervisors Meeting
Agenda
5/29/18

1. CALL TO ORDER: 10:00 A.M.
2. PLEDGE OF ALLEGIANCE:
3. PUBLIC COMMENT #1:
This comment period is for the public to address topics on today's agenda
4. Bid Opening For Crisis Stabilization/Transitional Living Center Remodeling Project Located At 124 S. Hazel Ave, Ames, IA - Jeff Harris And Deb Schildroth

Department Submitting Board of Supervisors

5. Discussion And Consideration Of Salvation Army's Request To Reallocate FY 18 Funds For \$672.53 From Disaster Services To Bill Payer Program - Deb Schildroth And Cari McPartland

Department Submitting Board of Supervisors

Documents:

TSAREQUEST.PDF

6. Consideration Of Restrictions On Temporary Structures And Vendors Along Story County Roadway Right Of Way During RAGBRAI

Department Submitting Board of Supervisors

7. AGENCY REPORTS:

- I. Heart Of Iowa Regional Transportation Association (HIRTA) Annual Report - Julia Castillo, Executive Director

Department Submitting Auditor

8. CONSIDERATION OF MINUTES:

- I. 5/22/18 Minutes

Department Submitting Auditor

9. CONSIDERATION OF PERSONNEL ACTIONS:

I. Action Forms

1)pay adjustment effective 6/10/18 in a)Animal Control for Brittany Macziewski @ \$16.57/hr; b)Attorney's Office for Casandra Eames @ \$19.52/hr; c)Secondary Roads for Dennis Clatt @ \$29.21/hr; Paul Ogden @ \$29.28/hr; Ryan Peterson @ \$23.62/hr; d)Sheriff's Office for Andrew Boeckman @ \$2,373.47/bw; Diane Hobart @ \$2,224.82/bw; Celena Rohland @ \$1,839.78/bw; Janet Stoll @ \$2,052.90/bw; e) Treasurer's Office for Ardis Baldwin @ \$34.40/bw longevity lump sum; Shelley

Campbell @ \$16.71/hr

Department Submitting HR

10. CONSIDERATION OF CLAIMS:

I. 5/31/18 Claims

Department Submitting Auditor

Documents:

CLAIMS 053118.PDF

11. CONSENT AGENDA:

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

I. Acknowledgement Of Sheriff's Office Purchase Of 24 Docking Stations To Assist With The Panasonic Arbitrator Camera System Upgrade For \$7,899 (Un-Budgeted)

Department Submitting Sheriff

Documents:

SHERIFF OFFICE UNBUDGETED ITEM.PDF

II. Consideration Of Contract Between IP Pathways, Inc. And Information Technology For Hardware Maintenance Effective 07/01/18-06/30/19 \$27,645.00 (Budgeted)

Department Submitting Information Technology

Documents:

IPCISCOMAINTENANCEQUOTE.PDF

III. Consideration Of Contract Between Iowa County Attorney's Case Management Project And Information Technology For Software Maintenance, Effective 07/01/18-06/30/19, For \$17,880.00 (Budgeted)

Department Submitting Information Technology

Documents:

PROLAW.PDF

IV. Consideration Of Maintenance Contract Between Tyler Technologies, Inc., And Information Technology For Software Maintenance Effective 07/01/18- 06/30/2019, For \$1955.21

Department Submitting Information Technology

Documents:

TYLERTREASURERSWEBSITE.PDF

- V. Consideration Of An Agreement Between Story County And Mail Services LLC For Property Tax Statement Processing 7/1/18-8/30/18

Department Submitting Treasurer's Office

Documents:

MAIL SERVICES.PDF

- VI. Consideration Of Story County Compensation Schedule Effective 7/1/18 - 6/30/19

Department Submitting BOS

Documents:

FY19 COMPENSATION SCHEDULE.PDF

- VII. Consideration Of Landus Cooperative Site Development Plan And Zoning Permit Application

Department Submitting Planning and Development

Documents:

STAFF MEMO.PDF
COLLINS SITE PLAN REVISED FINAL.PDF
APPLICATION AND BUILDING PLANS.PDF

- VIII. Set Bid Opening For June 5, 2018, @ 10:00 A.m. In The Board Room At The Story County Administration Building For The Animal Shelter Remodeling Project Located At 975 W. Lincoln Way, Nevada, IA

Department Submitting Board of Supervisors

- IX. Consideration Of Master Services Agreement Between Keltek And Story County For Panasonic Arbitrator Camera System Services Effective 6/1/18 - 5/31/2019

Department Submitting Sheriff

Documents:

MASTER SERVICES AGREEMENT.PDF

- X. Consideration Of Statement Of Work For Keltek To Install Pairing Docks Effective 5/17/18

Department Submitting Sheriff

Documents:

SOW KELTEK.PDF

- XI. Consideration Of Statement Of Work For Managed Services Offering For The Panasonic Arbitrator Camera System Effective 6/01/18 - 5/31/19 For \$11,144

Department Submitting Sheriff

Documents:

SOW MANAGED SERVICES OFFERING.PDF

- XII. Consideration Of Statement Of Work Software For The Licensing Of The Panasonic Arbitrator Camera System Effective 6/1/18 - 5/31/21 For \$11,545

Department Submitting Sheriff

Documents:

SOW SOFTWARE.PDF

- XIII. Consideration Of Utility Permit(S): #18-97

Department Submitting Engineer

Documents:

UT 18 097.PDF

12. PUBLIC HEARING ITEMS:

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

Department Submitting Attorney's Office

Documents:

ORDINANCE 271.PDF

13. ADDITIONAL ITEMS:

- I. Discussion And Consideration Of Crestview Mobile Home Park, Status Of Temporary Hoop Building - Jerry Moore

Department Submitting Planning and Development

Documents:

CRESTVIEW PHOTOS.PDF
STAFF MEMO.PDF

- II. Discussion And Consideration Of Story County Housing Needs Study In Light Of Release Of Iowa Finance Authority's Iowa Profile On Demographics, Economic And Housing, A Statewide & Regional Data And Forecast - Lauris Olson, Brenda Dryer, Leanne Harter

Department Submitting Board of Supervisors

Documents:

IOWA PROFILE.PDF

14. DEPARTMENTAL REPORTS:

- I. Facilities Management Quarterly Report - Joby Brogden

Department Submitting Auditor

Documents:

MAY 2018 QUARTERLY REPORT.PDF

15. OTHER REPORTS:

- I. Update On Legal Review, Revisions And Plan For Solicitation Of Community Input On The Story County New Construction And Substantial Rehabilitation Housing Grant Pilot Program Proposed At The Dec. 5, 2017 BOS Meeting - Ethan Anderson, Leanne Harter, Brenda Dryer, Lauris Olson

Department Submitting Board of Supervisors

Documents:

HOUSINGPILOTPROGRAMPROPOSAL MAY 22 2018 DRAFT.PDF
LETTER.PDF

- II. Issues Concerning The Enforcement Of The Iowa Utility Board's (IUB) Agricultural Impact Mitigation Plan (AIMP), As Set Forth In The Story County ISG Contract, From A Landowner's Perspective - Keith D. Puntteney, Lavern Johnson

Department Submitting Auditor

Documents:

IOWA UTIL.PDF

16. PUBLIC FORUM #2:

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

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

18. ADJOURNMENT:

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

**Story County Board of Supervisors
Meeting
5/29/18**

NAME

ADDRESS

Leith Penney
Jerry Moore
Ryan Schweitzer
Arlene Bates
Julia Castillo
Brooke Rumsby
Tanet Holmes
Brenda Pike
ORION LAUDA
Lakema Johnson
LEONARD LARSON
Todd Lundvall
Jeby Brogden
Jonathan Eckhoff
Deb Schildroth
Cari McPartland
Paul H. Fitzgerald
JEFF HARVEY'S
CHRIS MCINTOSH
Janne Toreldahl
Rosa Markley
Brian Zemar
Kandi Dyer
A Etha Anderson
Allison Leigler

1404 Aldrich Boone 50036
P&D Dept
P & D Dept
358 NE Pinehurst Circle, Ankeny 50021
HIRTA
HIRTA
Algona
120 W Sherman Ave
2616 5th St. DES MOINES, IA
291 Jdun Pelot mound 50310
568 1/2 Hwy 210 CAMBRIDGE 50223
BDS
Facilities Mgmt.
Facilities mgnt
BOS office
The Salvation Army
Sheriff
RMH
RMH
Sheriff's Office
Auditors Office
5615 Lincoln Way ANES
AMC
SCAD
BOS



THE SALVATION ARMY
AMES SERVICE CENTER

703 E. Lincolnway
Ames, IA 50010
Office: 515.233.3567
Fax: 515.233.3713

May 23, 2018

Re: Transfer of ASSET Funds Request

ANDRÉ COX
General
SYLVIA COX
Commissioner
International Leaders

Dear Board of Supervisors,

F. BRADFORD BAILEY
Commissioner
Territorial Leaders

I am requesting the Board consider the transfer the remaining balance of funds in the Emergency Disaster Services fund, \$672.53 to be transferred to our Bill Payer Program. As of the March, TSA has utilized all of the County funds allocated to support the Bill Payer Program, which is \$2,250.00.

GREG & LEE ANN THOMPSON
Major
Divisional Leaders

We have had a busy year in the Bill Payer Program, discharging two and taking on three clients. We are currently working with 5 clients but were working with 6 at our highest point. During the course of the fiscal year, I spread out the billing. According to my records, we billed for services in December, January and March.

NATHAN HARMS
Major
MICHELE HARMS
Captain
Local Leaders

Our volunteers meet as frequently as necessary with their clients. We feel the benefit to our clients is they are able to remain living in the least restrictive home environment as well as having a person who can check on our client's status in their home and report any concerns they may see. We work closely with Heartland Senior Services Outreach team, as they are the referral sources. They will follow up on issues that reach beyond what our volunteers can assist with.

CARI MCPARTLAND
Service Center Administrator

The volunteers work assure bills are paid, help develop a file system, make calls with the client regarding bills and balancing checkbooks. The volunteers document their meetings and turn that in to me monthly and we have a peer review of the checking accounts to assure that there is nothing improper going on with our client's finances.

When we completed the ASSET budget, we anticipated serving 144 contacts (both direct and indirect) however, we have provided 144 direct and 102 non direct hours for a total of 246 units of service for the Bill Payer clients. One unit equals one direct contact (either by phone or face to face) with the client. Clearly this is something to reevaluate as we complete our 19-20 ASSET budget.

Thank you for your consideration and please let me know if you have questions.

Cari McPartland
Service Center Administrator

APPROVED **DENIED**

Board Member Initials: MS

Meeting Date: 5-29-18

Follow-up action: _____



DOING THE MOST GOOD



Sheriff's Office

Story County

PAUL H. FITZGERALD, Sheriff



Emergency 911 • Office: 515-382-6566 • Fax #: 515-382-7479 • P.O. Box 265 • Nevada, Iowa 50201

To: Board of Supervisors
 Rick Sanders, Chairperson
 Martin Chitty
 Lauris Olson

From: Sheriff Paul H. Fitzgerald *Fitz*

Date: May 17, 2018

Reference: Purchases over \$5,000 (unbudgeted)

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As you are aware the Story County Sheriff's Office utilizes the Panasonic Arbitrator camera system in our patrol units. Since we purchased the system, Panasonic has upgraded the cameras at no cost to us.

We have the opportunity to purchase hardware that will allow the upgraded Panasonic Arbitrator camera system to upload the videos from the patrol vehicle, as well as charge the cameras twice as fast. This capability will be more efficient for our deputies. The cost for 24 units to be purchased and installed in each vehicle will be \$7,899. We have determined there will be sufficient funds to pay for this item out of the current year's budget.

APPROVED **DENIED**

Board Member Initials: RS

Meeting Date: 5-29-18

Follow-up action: _____



IP PATHWAYS

IT Hardware & Software
Data Center
Cloud
Professional & Managed Services

Story County

Renewal

April 27, 2018



IT Hardware & Software
 Data Center
 Cloud
 Professional & Managed Services



Proposal Summary

Renewal

Prepared by:

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

Prepared for:

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

Quote Information:

Quote #: 10596
 Version: 1
 Date: 04/27/2018
 Expiration Date: 06/21/2018

Summary

| | Amount |
|----------------------------|--------------------|
| Support Expiring June 2018 | \$27,645.00 |
| Total: | \$27,645.00 |

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

Signature: 

Date: 5-29-18



Proposal Details

Renewal

Support Expiring June 2018

| SKU | Description | Start Date | End Date | Qty | Price | Ext. Price |
|------------|---|------------|-----------|-----|----------|------------|
| [REDACTED] | [REDACTED] - Extended service agreement - replacement - 8x5 - response time: NBD - [REDACTED] | 7/1/2018 | 6/30/2019 | 1 | \$78.00 | \$78.00 |
| [REDACTED] | [REDACTED] - Extended service agreement - replacement - 8x5 - response time: NBD - [REDACTED] | 7/1/2018 | 6/30/2019 | 4 | \$501.00 | \$2,004.00 |
| [REDACTED] | [REDACTED] - Extended service agreement - replacement - 8x5 - response time: NBD - [REDACTED] | 7/1/2018 | 6/30/2019 | 1 | \$425.00 | \$425.00 |
| [REDACTED] | [REDACTED] - Extended service agreement - replacement - 8x5 - response time: NBD - [REDACTED] | 7/1/2018 | 6/30/2019 | 2 | \$318.00 | \$636.00 |
| [REDACTED] | [REDACTED] - Extended service agreement - replacement - 8x5 - response time: NBD - [REDACTED] | 7/1/2018 | 6/30/2019 | 4 | \$759.00 | \$3,036.00 |
| [REDACTED] | [REDACTED] - Extended service agreement - replacement - 8x5 - response time: NBD - [REDACTED] | 7/1/2018 | 6/30/2019 | 4 | \$653.00 | \$2,612.00 |
| [REDACTED] | [REDACTED] - Extended service agreement - replacement - 8x5 - response time: NBD - [REDACTED] | 7/1/2018 | 6/30/2019 | 1 | \$317.00 | \$317.00 |
| [REDACTED] | [REDACTED] - Extended service agreement - replacement - 8x5 - response time: NBD - [REDACTED] | 7/1/2018 | 6/30/2019 | 1 | \$479.00 | \$479.00 |



Support Expiring June 2018

| SKU | Description | Start Date | End Date | Qty | Price | Ext. Price |
|------------|---|------------|-----------|-----|----------|------------|
| [REDACTED] | [REDACTED] - Extended service agreement - replacement - 24x7 - response time: 4 h - [REDACTED] | 7/1/2018 | 6/30/2019 | 2 | \$970.00 | \$1,940.00 |
| [REDACTED] | [REDACTED] - Extended service agreement - replacement - 8x5 - response time: NBD - [REDACTED] | 7/1/2018 | 6/30/2019 | 1 | \$201.00 | \$201.00 |
| [REDACTED] | [REDACTED] - Extended service agreement - replacement - 8x5 - response time: NBD - [REDACTED] | 7/1/2018 | 6/30/2019 | 5 | \$352.00 | \$1,760.00 |
| [REDACTED] | [REDACTED] - Extended service agreement - replacement - 24x7 - response time: 4 h - [REDACTED] | 7/1/2018 | 6/30/2019 | 2 | \$955.00 | \$1,910.00 |
| [REDACTED] | [REDACTED] - Extended service agreement - replacement - 8x5 - response time: NBD - [REDACTED] | 7/1/2018 | 6/30/2019 | 1 | \$53.00 | \$53.00 |
| [REDACTED] | [REDACTED] - Extended service agreement - replacement - 8x5 - response time: NBD - [REDACTED] | 7/1/2018 | 6/30/2019 | 1 | \$158.00 | \$158.00 |
| [REDACTED] | [REDACTED] Software Support Service - Technical support - phone consulting - 1 year - 24x7 - [REDACTED] | 7/1/2018 | 6/30/2019 | 1 | \$400.00 | \$400.00 |
| [REDACTED] | [REDACTED] Software Support Service - Technical support - phone consulting - 1 year - 24x7 - [REDACTED] Unserialized | 7/1/2018 | 6/30/2019 | 1 | \$0.00 | \$0.00 |
| [REDACTED] | [REDACTED] Software Support Service - Technical support - phone consulting - 1 year - 24x7 - [REDACTED] Unserialized | 7/1/2018 | 6/30/2019 | 1 | \$65.00 | \$65.00 |



Support Expiring June 2018

| SKU | Description | Start Date | End Date | Qty | Price | Ext. Price |
|-----------------|--|------------|-----------|-----|------------|--------------------|
| [REDACTED] | [REDACTED] - Extended service agreement - replacement - 24x7 - response time: 4 h - [REDACTED] | 7/1/2018 | 6/30/2019 | 3 | \$1,902.00 | \$5,706.00 |
| [REDACTED] | [REDACTED] - Extended service agreement - replacement - 24x7 - response time: 4 h - [REDACTED] | 7/1/2018 | 6/30/2019 | 5 | \$1,173.00 | \$5,865.00 |
| Subtotal | | | | | | \$27,645.00 |



Iowa County Attorney's Case Management Project

| | |
|----------|--------------|
| Invoice | ICACMP000848 |
| Date | 5/14/2018 |
| Due Date | 6/13/2018 |

IT

| |
|--|
| Bill To: |
| STORY COUNTY ATTORNEY 1315 South B Ave Nevada IA 50201 |

RECEIVED

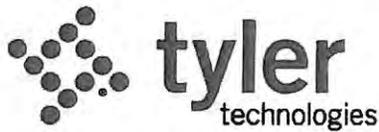
MAY 17 2018

STORY COUNTY ATTORNEY

| Description | Amount |
|---|--------------------|
| ANNUAL FLAT FEE - FY2019 | \$5,000.00 |
| ANNUAL PER USER FEE - FY2019 | \$9,100.00 |
| PRO LAW MAINTENANCE - FY2019 | \$3,780.00 |
| <p>APPROVED DENIED</p> <p>Board Member Initials: <u>RS</u></p> <p>Meeting Date: <u>5-29-18</u></p> <p>Follow-up action: _____</p> <p>_____</p> <p>_____</p> | |
| Total | \$17,880.00 |

Make checks payable to:
Iowa County Attorney's Case Management Project
 5500 Westown Pkwy, Ste. 190
 West Des Moines, IA 50266
 Ph: (515) 244-7181
 Email: mhill@iowacounties.org

THANK YOU FOR YOUR BUSINESS!



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

Invoice

| Invoice No | Date | Page |
|------------|------------|--------|
| 025-223488 | 06/01/2018 | 1 of 1 |

Empowering people who serve the public®

Questions:
 Tyler Technologies - Local Government
 Phone: 1-800-772-2260 Press 2, then 2
 Email: ar@tylertech.com



Bill To: Story County
 Attn: Director Information Technology
 900 6th Street
 Nevada, IA 50201

Ship To: Story County
 Attn: Director Information Technology
 900 6th Street
 Nevada, IA 50201

| Customer No. | Ord No | PO Number | Currency | Terms | Due Date |
|--------------|--------|-----------|----------|-------|------------|
| 44700 | 93674 | | USD | NET30 | 07/01/2018 |

| Date | Description | Units | Rate | Extended Price |
|--|----------------------------------|-------|----------|----------------|
| Contract No.: Story County IA | lowa Treasurer's Website Support | 1 | 1,955.21 | 1,955.21 |
| Maintenance Start: 01/Jul/2018, End: 30/Jun/2019 | | | | |

APPROVED **DENIED**

Board Member Initials: MS

Meeting Date: 5-22-18

Follow-up action: _____

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

| | |
|---------------|----------|
| Subtotal | 1,955.21 |
| Sales Tax | 0.00 |
| Invoice Total | 1,955.21 |

**Iowa County Treasurers
Mail Services LLC, Service Agreement - Statement of Work
For
Property Tax Statement Processing for 2018 (8.5 x 14 format)**

1. Pricing:

Print tax statement: \$.084 per printed statement:

Price includes 8-1/2 x 14, 24# custom preprinted perforated form
Price includes CASS certification (postal addressing standardization)
Bad Address Report
Service: Laser print - duplex

Mail preparation: \$.121 per envelope:

Price includes #10 window envelope or 9 x12 window envelope. Individuals receiving 1-4 page statements will be folded and inserted into a #10 window envelope. Individuals receiving 5 or more page statements will be inserted (flat) into a 9x12 window envelope. Mail Services will forward statements with 5 or more pages to any counties making this request.
Service: fold, insert, seal, apply postage, sort and submit to USPS
Statements to same individual mailed in "one envelope based on grouping options: Exact Name, Exact Name & Address, or No grouping (one statement per envelope).

Postage: Each 1 oz. (Letter) envelope will be attempted to be sorted to 5-digit letter rates: \$.378 (effective: 01/21/18). In the event the weight of a sealed envelope exceeds two ounces or qualifies at a higher rate than the 5-digit level, applicable postage costs will be billed accordingly. All 9 x 12 flat mailers are mailed at the 3 digit Full Service postage rate according to envelope weight.

Programming:

Preprint design, custom layout and data mapping: 3 hours @75.00/hr
Cycle fee: no charge/ not applicable
Custom Programming beyond the committee approved form will be billed at \$75.00/hour.

NCOA Link (optional): \$0.25 per change of address provided

NCOA Link searches your database for individuals, families and businesses who have filed a change of address with the USPS in the last 18 months and notifies you of their new address. Move Update Report provided.

Customization (optional):

Mail Services has the ability to make changes to the final design, print and insert special notices, insert reply envelopes, etc. by request. Charges for additional services will be discussed with the county requesting said services.

2. Requirements

To ensure Mail Services will be able to issue statements from files provided by Tyler Technologies/CMS, Solutions or custom software; Mail Services will contact each software provider to provide a data sample prior to the live run.

Live Run:

Counties to submit live data between July 1, 2018 and August 30, 2018
Counties will receive verification of date and time data was received by Mail Services.
An electronic proof will be available within 48 hours of receipt of correctly formatted data.
Notification will be provided within 24 hours of receipt of data if we are unable to provide a proof due to problems with data. Upon receipt by Mail Services of proof approval, allow 3-5 business days for the print-to-mail process.

Additional Feature: Counties will have the option to view statements and edit statements on-line prior to the actual printing of the statements. Upon completion of viewing and/or editing statements, county selects "resubmit" which returns data to Mail Services for print-to-mail processing.

Additional Feature: Counties will have the option to view statements or search for a particular statement on-line for up to 30 days after the statements have been printed and mailed.

Additional Feature: Archive file (made available via email as a SHARE file download) containing a PDF image of each statement in the print file. This file will be provided to all requesting Counties for an additional charge of \$50.00. Also available on CD.

3. Terms and Conditions

Each treasurer will have the option to purchase additional blank forms from Mail Services. Pricing of additional forms will be based on the total statement volume derived from the counties participating in the program.

Mail Services has read the Request for Proposal published by the Property Tax Committee in full and understands the terms and conditions and requirements set forth therein.

Time is of the Essence. Time is of the essence in the performance of this Agreement but Mail Services shall not be responsible for unavoidable delays in the provision of its services beyond the control of Mail Services including but not limited to events such as fire, flood, severe weather, terrorism, or acts of God.

Limitation of Liability and Warranty. Mail Services sole liability hereunder is limited to re-performance of the services provided. In the event this limitation of remedy is deemed to fail its essential purpose, or in any other event, Mail Services liability is limited to the payments made hereunder for the individual performance giving rise to the particular claim. IN NO EVENT WILL MAIL SERVICES BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES EVEN IF MAIL SERVICES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Indemnification: Client agrees to indemnify and hold Mail Services harmless from and against any loss, cost, damage or expense (including without limitation reasonable attorney's fees, and expenses) incurred by Mail Services as a result of Client's failure to fulfill its obligation under, or comply with the terms and conditions of this Agreement, including without limitation, the shipment of illegal products through the mail or any other violation by Client of U.S. Postal laws or regulations.

Payment Terms: Billing is processed on a weekly basis. All service fees and other charges are due and payable (7) days from the date of the invoice.

Accepted For: Mail Services, LLC

Name: G. Shayne Huston

Title: President

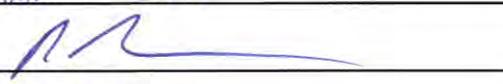
Signature: 

Date: 5/15/18

Accepted For: Story County

Name: RICK SANDERS

Title: CHAIR - BOS

Signature: 

Date: 5-29-18

Story County Compensation Schedule Effective 7/1/18 - 6/30/19
Professional and Management Level Positions

| Department | Title | Grade | Hourly | | | Bi-weekly | | | Annual | | |
|-----------------------------|---|-------|--------|-------|-------|-----------|---------|---------|-----------|------------|------------|
| | | | Min | Mid | Max | Min | Mid | Max | Min | Mid | Max |
| Sheriff | Administrative Assistant/Budget Supervisor | 10 | 26.25 | 31.50 | 36.75 | 2100.15 | 2520.19 | 2940.22 | 54,604.01 | 65,524.81 | 76,445.62 |
| Emergency Management Agency | Deputy Emergency Management Coordinator | 10 | 26.25 | 31.50 | 36.75 | 2100.15 | 2520.19 | 2940.22 | 54,604.01 | 65,524.81 | 76,445.62 |
| Conservation | Vegetation Management Biologist | 10 | 26.25 | 31.50 | 36.75 | 2100.15 | 2520.19 | 2940.22 | 54,604.01 | 65,524.81 | 76,445.62 |
| Veterans Affairs | Director of Veterans Affairs | 10 | 26.25 | 31.50 | 36.75 | 2100.15 | 2520.19 | 2940.22 | 54,604.01 | 65,524.81 | 76,445.62 |
| Board of Supervisors | Human Resources Generalist | 10 | 26.25 | 31.50 | 36.75 | 2100.15 | 2520.19 | 2940.22 | 54,604.01 | 65,524.81 | 76,445.62 |
| Facilities Management | Assistant Facilities Management Director | 10 | 26.25 | 31.50 | 36.75 | 2100.15 | 2520.19 | 2940.22 | 54,604.01 | 65,524.81 | 76,445.62 |
| Auditor | Assistant Auditor/Budget Manager | 11 | 28.35 | 34.02 | 39.69 | 2268.17 | 2721.80 | 3175.43 | 58,972.33 | 70,766.80 | 82,561.26 |
| Attorney | Legal Executive Officer | 11 | 28.35 | 34.02 | 39.69 | 2268.17 | 2721.80 | 3175.43 | 58,972.33 | 70,766.80 | 82,561.26 |
| Conservation | Environmental Education Coordinator | 11 | 28.35 | 34.02 | 39.69 | 2268.17 | 2721.80 | 3175.43 | 58,972.33 | 70,766.80 | 82,561.26 |
| Engineering | Road Maintenance Superintendent | 11 | 28.35 | 34.02 | 39.69 | 2268.17 | 2721.80 | 3175.43 | 58,972.33 | 70,766.80 | 82,561.26 |
| Community Services | Community Services Program Coordinator | 11 | 28.35 | 34.02 | 39.69 | 2268.17 | 2721.80 | 3175.43 | 58,972.33 | 70,766.80 | 82,561.26 |
| Animal Control | Animal Control Director | 11 | 28.35 | 34.02 | 39.69 | 2268.17 | 2721.80 | 3175.43 | 58,972.33 | 70,766.80 | 82,561.26 |
| Board of Supervisors | County Outreach and Special Projects Manager | 11 | 28.35 | 34.02 | 39.69 | 2268.17 | 2721.80 | 3175.43 | 58,972.33 | 70,766.80 | 82,561.26 |
| Board of Supervisors | Risk Manager | 11 | 28.35 | 34.02 | 39.69 | 2268.17 | 2721.80 | 3175.43 | 58,972.33 | 70,766.80 | 82,561.26 |
| Information Technology | Network Administrator | 12 | 30.62 | 36.74 | 42.87 | 2449.62 | 2939.54 | 3429.47 | 63,690.12 | 76,428.14 | 89,166.17 |
| Conservation | Parks Superintendent | 12 | 30.62 | 36.74 | 42.87 | 2449.62 | 2939.54 | 3429.47 | 63,690.12 | 76,428.14 | 89,166.17 |
| Emergency Management Agency | Emergency Management Coordinator | 12 | 30.62 | 36.74 | 42.87 | 2449.62 | 2939.54 | 3429.47 | 63,690.12 | 76,428.14 | 89,166.17 |
| Environmental Health | Environmental Health Director | 13 | 33.07 | 39.68 | 46.30 | 2645.59 | 3174.71 | 3703.83 | 68,785.33 | 82,542.39 | 96,299.46 |
| Facilities Management | Facilities Management Director | 13 | 33.07 | 39.68 | 46.30 | 2645.59 | 3174.71 | 3703.83 | 68,785.33 | 82,542.39 | 96,299.46 |
| Engineering | Assistant County Engineer | 14 | 35.72 | 42.86 | 50.00 | 2857.24 | 3428.68 | 4000.13 | 74,288.15 | 89,145.78 | 104,003.42 |
| Planning and Development | Planning and Development Director | 14 | 35.72 | 42.86 | 50.00 | 2857.24 | 3428.68 | 4000.13 | 74,288.15 | 89,145.78 | 104,003.42 |
| Community Services | Community Services Director | 14 | 35.72 | 42.86 | 50.00 | 2857.24 | 3428.68 | 4000.13 | 74,288.15 | 89,145.78 | 104,003.42 |
| Information Technology | Information Technology Director | 15 | 38.57 | 46.29 | 54.00 | 3085.82 | 3702.98 | 4320.14 | 80,231.21 | 96,277.45 | 112,323.69 |
| Conservation | Director of Conservation | 16 | 41.66 | 49.99 | 58.32 | 3332.68 | 3999.22 | 4665.75 | 86,649.70 | 103,979.64 | 121,309.58 |
| Board of Supervisors | Director of Internal Operations and Human Resources | 16 | 41.66 | 49.99 | 58.32 | 3332.68 | 3999.22 | 4665.75 | 86,649.70 | 103,979.64 | 121,309.58 |
| Board of Supervisors | Director of External Operations and County Services | 16 | 41.66 | 49.99 | 58.32 | 3332.68 | 3999.22 | 4665.75 | 86,649.70 | 103,979.64 | 121,309.58 |
| Engineering | County Engineer | 17 | 44.99 | 53.99 | 62.99 | 3599.30 | 4319.15 | 5039.01 | 93,581.68 | 112,298.01 | 131,014.35 |

APPROVED

DENIED

Board Member Initials: AS

Meeting Date: 5-25-18

Follow-up action: _____



Story County Planning and Development

Administration Building
900 6th Street, Nevada, Iowa 50201
Ph. 515-382-7245 www.storycountyiowa.gov

MEMORANDUM

Date: May 29, 2018

TO: Story County Board of Supervisors
FROM: Emily Zandt, Planning and Development
RE: Zoning Permit for Office Building and Updated Site Development Plan for the proposed Landus Cooperative Receiving, Storage, and Load-out Facility, located at 69866 Hwy 210, Collins, IA

Landus Cooperative received approval by the Board of Supervisors on March 20, 2018 to construct a Receiving, Storage, and Load-out Facility for grain including three 105' diameter steel bins, two additional receiving pits, a scale, dryer, and an automated load out at the property located at 69866 Hwy 210 southwest of the City of Collins. Landus has submitted a revised site plan adding the office building, modifying the location of a scale on the south end of the site, and updating the total impervious surface area to be added to the site.

The proposed office building will be located near the center of the site, north of the existing flat storage and west of the proposed grain bins. The overall dimensions of the office will be approximately 66' x 46' and contain a total of 2,446 square feet. The interior of the office building will include offices, a meeting room, employee kitchen, and restroom facilities. Parking, including an ADA compliant parking space will be located on the northwest side of the office building. ADA compliant signage will be required.

The 15' x 100' scale initially shown to the south of the flat storage in the southwest corner of the property, will be moved 30' to the east and 9' to the south. The location of the scale will be installed within the A-2 zoning district area. A Plat of Survey was recorded on March 28, 2018, which enlarged the subject property to the south and west to a total of 18.49 net acres. The west 150' of the property and the south 150' of the property are currently zoned A-1 while the remainder is zoned A-2. Landus Cooperative has submitted an application to rezone the A-1 district area to A-2 Agribusiness for future business expansion. This request will likely be before the Board of Supervisors in June.

This site plan also updates the impervious surface being added to the site which will total 117,230 square feet for the entire project. A Native Grass Planting area of 23,446 square feet is proposed near the center of the property to meet the Landscaping requirement of the Story County Land Development Regulations. Landus Cooperative has provided Planning and Development Staff with a copy of the NPDES permit for this project.

Based on the updated Site Development Plan and Zoning Permit application and drawings submitted, Planning and Development staff recommends the Board of Supervisors approve the Zoning Permit application for the office building and updated Site Development Plan for the proposed Landus Cooperative site improvements.

#8743

Story County Planning and Development

900 6th Street, Nevada, Iowa 50201
(515) 382-7245 — pzw@storycountyia.gov — www.storycountyia.gov



ZONING AND SIGN PERMITS

1. Property Owner*

(Last Name) _____
(First Name) Landus Cooperative
(Address) 69866 Hwy 210
(City) Collins (State) IA (Zip) 5055
(Phone) 575-494-5581 (Email) jason.leannert@landuscooperative.com

2. Applicant (if different than owner)

(Last Name) _____
(First Name) _____
(Address) _____ (State) _____ (Zip) _____
(City) _____ (Phone) _____ (Email) _____

3. Property Address 69866 Hwy 210 Collins 5055 Parcel ID Number(s) 1629200230

4. Certification and Signature

I/we certify that the information and exhibits submitted are true and correct to the best of my knowledge and that in filing this application I am acting with the knowledge, consent and authority of the owners of the property. Pursuant to said authority, I hereby permit County officials to enter upon the property for the purpose of inspection. **REMOVED**
*Acknowledgement of property owner is required and may occur via email or signature of this application.

Property Owner Signature [Signature] Date 5/10/18 Applicant Signature [Signature] Date _____
Board Meeting Minutes, Meeting Date

Zoning (Residential)

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

Submittal Requirements

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

Zoning (Non-Residential)

Type of Structure: Solid Core Bldg
Use of Structure: Office
Dimensions: 66 X 46
Height: 10ft Top of plate

Submittal Requirements

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

Sign

Dimensions: _____
Height: _____

Submittal Requirements:

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

RECEIVED

⇒ Please contact your electric provider for setback requirements from electric lines.
\$ 284.71 + \$50 site Plan fee

MAY 15 2018

STORY CO. PLANNING & DEVELOPMENT

Receipt No. 549580
Receipt Amount \$584.71



To: Story County Planning and Development

From Landus Cooperative

Emily,

Our exterior lighting for our new office building for our Grain Receiving Storage and Load-out Facility located at 69866 Hwy 210, will meet the regulations in Chapter 88.09 Site Lighting

If you have any questions, please let me know.

Thanks,

A handwritten signature in black ink that reads "Roger Hayes". The signature is fluid and cursive.

Roger Hayes

515-817-2195 (Work)

515-835-2995 (Cell)

STORY COUNTY UTILITY PERMIT

Date 5-21-18

To the Board of Supervisors, Story County, Iowa:

The Consumers Energy Company, incorporated under the laws of Iowa, with its principal place of business at 2014 24th St Marshalltown, does hereby make application requesting permission to occupy certain portions of public right-of-way and that the County Engineer be directed to establish the location of lines of transmission of Electric on secondary route OAK Bend RD, from 55581 OAK Bend RD to 560th AVE, a distance of 1/2 miles.

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

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

liability and expense of whatsoever nature for, on account of or due to the acts or omissions of said Permittee's officers, members, agents, representatives, contractors, employees or assigns arising out of or in connection with its (or their) use or occupancy of the public highway under this permit.

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

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

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

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

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

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

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

Date 5-21-18

Consumers Energy
Name of Company (Applicant - Permittee)


by Phone no.

Recommended for Approval:

Date 5-23-18


County Engineer Phone no. 515-382-7355

Approved:

Date 5-29-18


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

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

APPROVED **DENIED**
Board Member Initials: RS
Meeting Date: 5-25-18
Follow-up action: _____

MEMORANDUM

TO: Story County Board of Supervisors
FROM: Jerry L. Moore, Planning and Development Director
RE: Update on status of temporary hoop building for Brant Lemer, Crestview Mobile Home Park, 5615 Lincoln Way
DATE: May 23, 2018

On January 2, 2018 the Story County Board of Supervisors approved the zoning permit and site development plan with conditions for the temporary hoop building located at Crestview Mobile Home Park. The purpose of the temporary hoop building was to assist with the removal of hazardous materials (including asbestos) from the existing mobile homes currently located at Crestview Mobile Home Park. One of the conditions was, the temporary hoop building was to be removed when the dismantling of hazardous materials from existing mobile homes was completed, however no later than May 31, 2018. The condition allowed Mr. Lemer to request an extension of the permit if needed, however action by the Board was required.

As of today, Wednesday, May 23, 2018, the temporary hoop building was still located on the property. I sent an email to Mr. Lemer on May 11, 2018, reminding him about the expiration of the zoning permit for the temporary hoop building and I asked him about the status of the mobile home removal, if additional time was needed, if so how much time, and to arrange a day and time to meet him at the property to assess the situation. Mr. Lemer did not respond to my email. I contacted Mr. Lemer by phone on May 15, 2018 to remind him about the expiration of the zoning permit for the temporary hoop building, and asked him to pick a day and time we could meet on the property for me to obtain a status update. He told me he was not sure if he would request an extension on the permit. I asked him to think about it and contact me the first part of the week of May 21, 2018. I did not hear back from Mr. Lemer regarding his decision. I sent Mr. Lemer another email on May 22, 2018 asking him again to set a time that afternoon or the next morning to meet on the property to assess the situation and I did not hear back from him.

On May 23, 2018 at 7:45 AM I did a site review of the Crestview Mobile Home Park without Mr. Lemer. The temporary hoop building was on the property and the flaps to the building were closed so I was unable to see inside the space. There was an enclosed construction trailer parked on a drive near the temporary hoop building with Hedrick Construction identified on the side. The enclosed trailer was parked adjacent to part of a mobile home frame containing metal pieces, plumbing material and various other parts of a mobile home. An RV was parked east of the temporary hoop building that appeared to have a jack stand under the right rear axle and the tire and rim were missing. There were various areas on the property containing piles of railroad ties and stacked concrete blocks. It appeared additional dirt was brought in near the southwest area of the property. Two semi-trucks and trailers were still located



PLEASE RECYCLE



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

inside the board-on-board screened area located on the northwest side of the property north of the sewage lagoon. A rope extended across the west access blocking the drive from Lincoln Way into the property. An area previously containing a mobile home near the northwest area of the property had an old stove, bricks and various mobile home parts scattered on what appeared to be a deck and on the ground. Several old decks were still located in the southeast area of the property. A semi-truck, vans, an enclosed trailer and vehicle were parked near the main entrance.

Mr. Lemer sent me an email at 2:33 PM and left a phone message today that he would like to extend the zoning permit to May 31, 2019. I called Mr. Lemer and he said he and his asbestos abater are working on five to 10 mobile homes at a time. He said there currently are 12 mobile homes ready to be moved from the property. He said with the Iowa Department of Natural Resource requirements there were delays requiring reapplication to locate mobile homes to other mobile home parks. Mr. Lemer's attorney indicated at the April 3, 2018 Story County Board of Health meeting that they anticipated all mobile homes to be removed by November 29, 2018, a year from the date of their draft agreement with the Iowa Department of Natural Resources addressing when mobile homes could be removed from the property.

Several mobile homes are located throughout the property. Most of the mobile homes appear to be located in their original locations while a few are located within the drives on the property. Based on the site review and review of photos taken from the site review there appear to be approximately 37 mobile homes on the property.

Planning and Development staff recommend a compromise of Mr. Lemer's request for the extension of the use of the temporary hoop building to assist with the removal of hazardous materials (including asbestos) from the existing mobile homes currently located at Crestview Mobile Home Park to November 29, 2018 (consistent with Mr. Lemer's attorney's statement) with the condition that by August 31, 2018 no more than 18 mobile homes shall remain on the property and by November 29, 2018 all mobile homes shall be removed from the property. By December 31, 2018, the temporary hoop building shall be removed from the property. Also, if the Story County Board of Health take action on a more restrictive schedule of numbers of mobile homes to be removed from the property, this condition will be brought back to the Board of Supervisors for consideration and action. In addition, all previous conditions except item 1 (paying fee for violation of installing temporary hoop building prior to obtaining Board of Supervisors approval) shall apply with this temporary hoop building extension request. All conditions are as follows:

1. The temporary hoop building shall only be used for dismantling of hazardous materials from existing mobile homes currently located at the Crestview Mobile Home Park.
2. The use of the temporary hoop building to assist with the removal of hazardous materials (including asbestos) from the existing mobile homes currently located at Crestview Mobile Home Park is extended to November 29, 2018 with the condition that by August 31, 2018 no more than 18 mobile homes shall remain on the property and by November 29, 2018 all mobile



PLEASE RECYCLE



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

- homes shall be removed from the property. By December 31, 2018, the temporary hoop building shall be removed from the property.
3. The temporary hoop building shall be tied down to the ground.
 4. The hazardous materials abator and Mr. Lemer shall meet Iowa Department of Natural Resource (IDNR) requirements when dismantling and removing hazardous materials from the existing mobile homes.
 5. All dismantled hazardous materials removed from the existing mobile homes shall be removed from the property and disposed in accordance to IDNR requirements. If temporary on-site storage of dismantled hazardous materials from existing mobile homes is planned and permitted under IDNR regulations, the hazardous materials shall be secured on a trailer or dumpster or other means approved by the IDNR. The hazardous materials shall not be stacked higher than 10 feet. The hazardous materials shall be removed from the property no less than monthly.

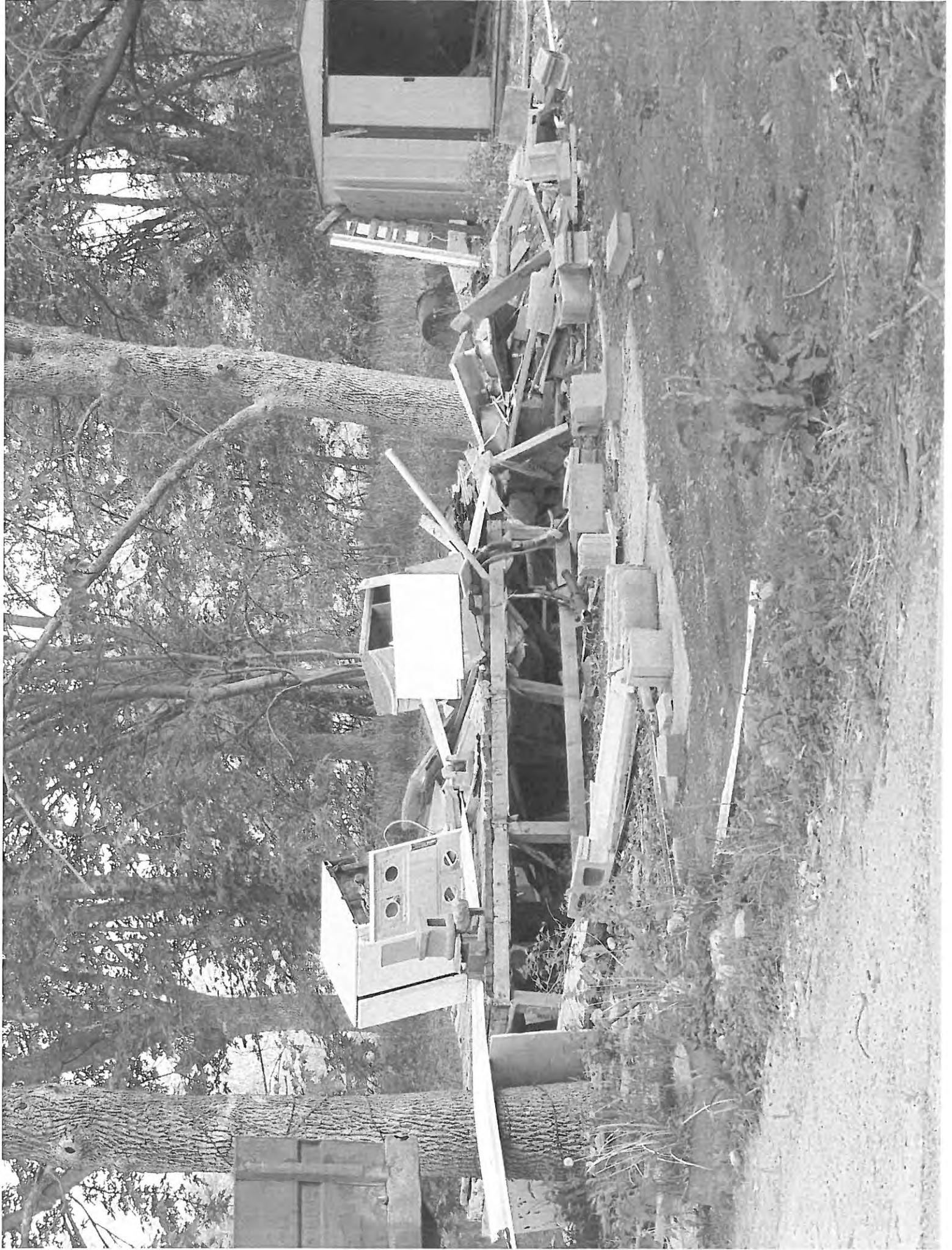
The Planning and Development Department plan to provide an update to the Story County Board of Health at their June 5, 2018 meeting regarding this requested extension for the temporary hoop building and the action of the Board of Supervisors.

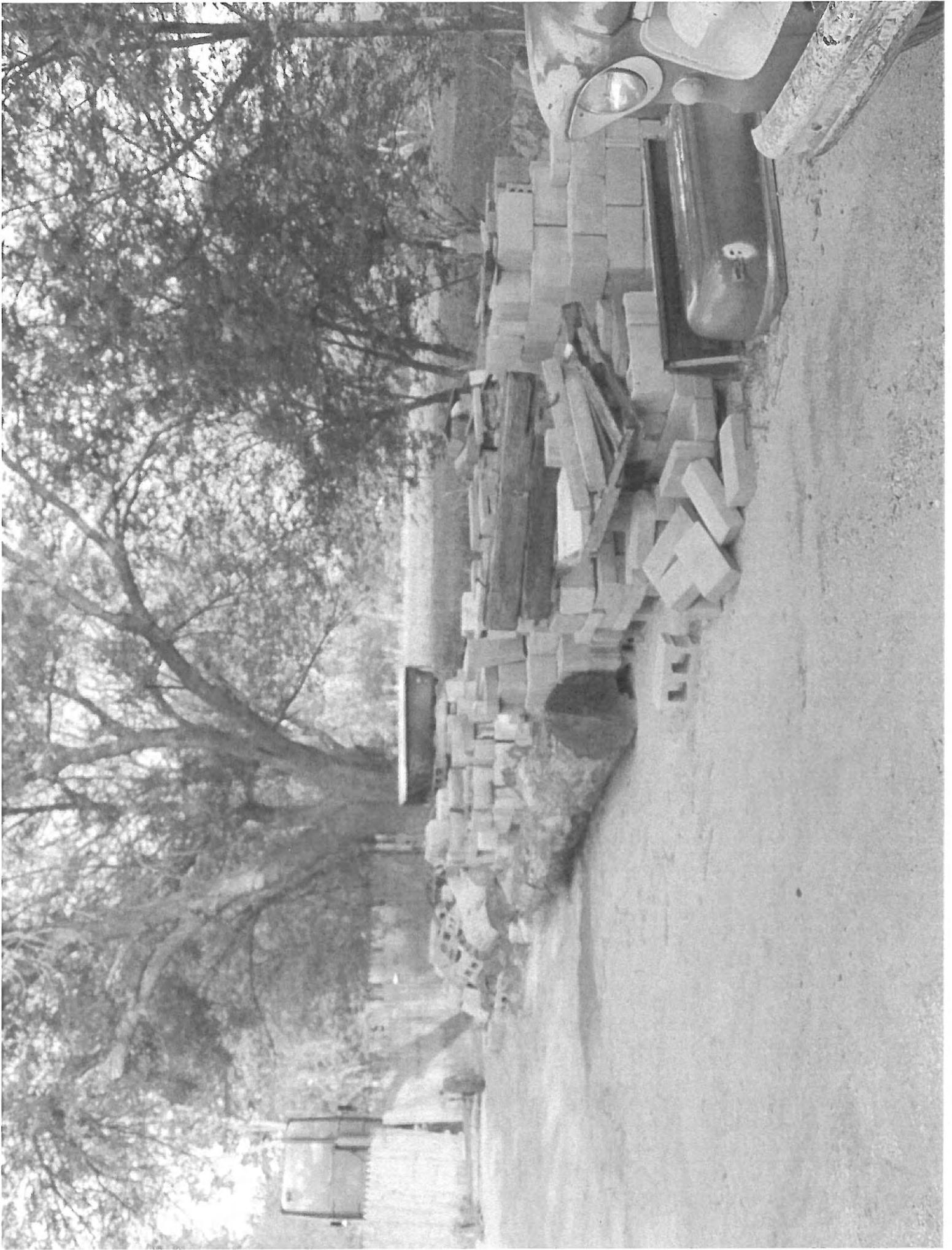


PLEASE RECYCLE













FOR IMMEDIATE RELEASE

May 22, 2018

Contact:
Ashley Jared, Iowa Finance Authority
515-725-4934

Iowa Finance Authority Announces Launch of Iowa Profile on Demographics, Economic and Housing

Statewide and Regional Housing Data and Forecasts Available

(FOREST CITY) – The Iowa Finance Authority today announced the launch of the Iowa Profile, a centralized and interactive collection of demographic, economic and housing data, which is a first of its kind resource for the State of Iowa. The Profile was commissioned by the Iowa Finance Authority and developed by Western Economic Services, LLC. .

“The Iowa Profile will provide useful data to city, county and state planners, developers, Realtors, housing advocates and others interested in the health and change in Iowa’s housing markets, economy and population,” said Iowa Finance Authority Interim Executive Director Carolann Jensen.

The Iowa Profile provides interactive and downloadable data on a statewide and county-level basis and as well as Iowa’s largest 28 cities with populations of more than 14,000, as reported in the 2010 census.

Data Highlights Include:

- Demographic: Population changes by gender, race and age; Economic data, Evaluation of current and historical workforce and wage data
- Housing: Examining housing production, household composition, current and future housing demands and housing problems, (as defined by HUD)
- Rental Vacancy Survey Results: Timely information on the state rental market

Report Highlights:

- Housing costs in the state have risen in recent years, from \$176,325 in 2000 to an all-time high of \$235,749 in 2016.
- The most common housing problem for Iowans is being housing cost-burdened, with 23.7 percent of Iowa households falling into this category by having housing costs exceed 30 percent of their income.
- According to the 2017 survey of rental properties, which covered 62,050 units across the state, the statewide vacancy rate was 5.8 percent, and it took an average of 35.4 days for a rental unit to be filled. The average 2-bedroom apartment rent was \$738.7 and the average rent for a 3-bedroom house was \$913.9.

- Iowa's homeownership rate has followed national trends and declined since 2000 when it peaked at 75.2 percent. By 2016, the homeownership rate for the State was 70.0 percent, which is still higher than the national average of 63.4 percent.

"This tool will allow us to enhance our planning capability and make data-driven decisions as we assess future housing needs," said Forest City Economic Development Director Beth Bilyeu. "I thank the Iowa Finance Authority for providing this resource as it will provide us with a cost savings and allow us to strategically advance housing priorities in our community."

The tool is available at IowaFinanceAuthority.gov or directly at: Westernes.com/Iowa.

The Iowa Legislature created The Iowa Finance Authority, the state's housing finance agency, in 1975 to undertake programs to assist in the attainment of housing for low and moderate-income Iowans.

###

APPROVED **DENIED**

Board Member Initials: RS

Meeting Date: 5-25-18

Follow-up action: Conversation w/ Nevada
Story City, Huxley, SCHTFB, SCEDE

Direction to Legwork to Branda



STORY COUNTY BOARD OF SUPERVISORS

STORY COUNTY ADMINISTRATION
900 6TH STREET
NEVADA, IOWA 50201
515-382-7200
515-382-7206 - FAX

Rick G. Sanders, Chair
382-7201
Martin R. Chitty
515-382-7202
Lauris A. Olson
515-382-7203

May 23, 2018

Re: Story County New Construction and Substantial Rehabilitation Housing Grant (aka Housing Grant Pilot Program)

Action Required: None

Dear fellow Supervisors Chitty and Sanders,

Story County has a shortage of housing that is affordable to people with low to average incomes, including those seeking ownership of modest to moderately priced home options, sometimes referred to as “starter” homes. Last year, I advocated for a program funded by the county that would help address the shortage. An internal work group formed to create a pilot for a program to rapidly increase the number of affordable housing units in Story County.

The work group presented a draft of the Story County New Construction and Substantial Rehabilitation Housing Grant (aka Housing Grant Pilot Program) to us on March 5, 2017. We referred the draft to Assistant County Attorney Ethan Anderson to ascertain whether the county could fund such a program per Iowa Code.

During the Board of Supervisors FY19 Budget Work session on Jan 22, 2018, the two of you declined to put funding in the budget for the Housing Grant Pilot Program. Supervisor Chitty, you questioned whether such a program is needed since housing development discussions are already occurring in some of our municipalities. Supervisor Sanders, you said that I had not sought enough input from enough likely interested parties for the board to give it consideration.

We agreed that I, acting as a lone supervisor, was free to contact possible stakeholders and interested parties to distribute, discuss, and seek input on the unapproved pilot program and then, depending on the feedback, bring before the entire board a renewed request for the pilot program.

Mr. Anderson has made his determination and will present that to you at the board meeting. The work group met on May 22 to edit the document presented on Dec. 5. We made a couple of wording and date changes to the document. The May 22 version is attached.

I have also informed the work group, and am now informing you, that I will be seeking additional information and input from various experts, stakeholders, and community members during June, July and early August. It is my plan to share and discuss the information with the work group by mid-August and, if warranted, bring a possibly revised pilot program recommendation before us by late August.

Sincerely,
Supervisor Lauris Olson

Story County New Construction and Substantial Rehabilitation Housing Grant

Pilot Program

September, 2018— December, 2019



Purpose

To provide grants to governmental, not-for-profit and charitable groups, alone or in partnership with other sources of funding, to increase the number of housing units in Story County by reducing overall costs of construction, conversion, renovation, and, in the case of mobile/modular homes, initial acquisition and siting of units that are new to the county.

This pilot program provides financial assistance for projects of up to twenty-four (24) dwelling units, by either building new units, converting non-residential property into units, building new or expanding existing mobile home and modular park infrastructure, filling spaces in consistently under-utilized existing mobile home and modular parks or rehabilitating vacant units. To be considered vacant, the unit must have been deemed uninhabitable by an overseeing jurisdiction for at least six months.

Grantees may partner with individuals, other governmental, not-for-profit and charitable groups, and for-profit entities. Infill, existing and new development opportunities are allowed.

Preference will be given to applications that add housing units in communities with populations under 8,000 and/or in the unincorporated areas of the county.

Dwelling or housing "unit" for the purpose of this program is "one (1) or more rooms used by one (1) family for living and sleeping purposes which must contain kitchen and bathroom facilities for use solely by one (1) family. All rooms comprising a dwelling unit shall have access through an interior door to other parts of a dwelling unit.

Program Requirements

Eligible Applicants

Eligible grantees for this pilot program include municipalities, municipal housing authorities, not-for-profit corporations and charitable organizations. These should be entities working on developing affordable housing, expanding infrastructure, entering into development agreements with private individuals or entities for the creation of new housing or assisting property owners in funding repairs necessary to return residential rental property to a habitable state.

Grants are not made directly to developers, builders, property owners, individual homebuyers or tenants. However, grantees may create agreements to partner on projects with private entities such as builders, developers and property owners; using grant funds to reimburse these partners for expenses as listed under "Eligible Costs"(see below).

These Grantees are responsible, in turn, for ensuring that 1) the funds are used only for the purpose of adding new legally habitable dwelling units to the existing housing stock resulting in a net increase of housing units in Story County and 2) rental unit(s) are made available to the public at or below the market rate for similar type and square footage of housing for the first three years of tenant occupancy and the total project costs may not exceed \$200,000 per unit for existing structures or \$250,000 per unit for new construction whether intended for tenant or homeowner occupancy.

Location

Properties must be located in Story County, with selection preference given to applications that add housing units in communities with populations under 8,000 and/or in the unincorporated areas of the county.

Eligible Properties

New construction, infill lots, correctly zoned and code compliant mobile/modular home parks and uninhabitable property requiring substantial rehabilitation (with or without acquisition) and intended for homeowner or rental occupancy at least three years after completion of the project using Program funds. Development of emergency shelters for the homeless is not eligible.

Eligible Costs

- Property acquisition
- Demolition
- On-site improvements
- Off-site utility connections
- Construction costs (materials and third-party labor) necessary to construct a non-luxury project with suitable amenities
- In the case of acquisition of mobile or modular housing units constructed after 2010 that previously have not been sited in Story County, lesser of 10% of the purchase price or \$5,000
- Soft costs associated with the development and financing of the project
- Existing structures relocation costs
- Grantee administrative costs not to exceed \$750

Ineligible Costs/Uses

- Costs associated with construction items or materials of a luxury nature
- Furnishings except where required for special needs projects
- Most off-site improvements (utility connections into the adjacent street are eligible costs)
- Down payments, rental subsidies, buydowns of mortgage rates and other financial considerations between buyers and sellers or tenants and landlords in individual housing market transactions, except as specifically listed above under "Eligible Costs"
- Costs associated with dwelling units that are created to replace existing units currently being used as housing or legally eligible to be used for housing are not eligible for this grant.
- Sweat equity allowances
- Marketing events such as groundbreaking or grand opening
- Substitution of County funds for any source of funds that has been previously committed to the project, or represented to any other funding source as being available for the project, is not permitted.
- Capitalized replacement reserve

Program Application Process and Timeline

| | |
|---------------|---|
| Aug 21, 2018 | Introduce revised pilot program to Story County Board of Supervisors |
| August, 2018 | Create application forms and accompanying documentation |
| Sept. 5, 2018 | Solicit Notice of Intent letters from known eligible agencies and organizations |
| Oct.19, 2018 | Notice of Intent Letters due to Story County |
| Dec.3, 2018 | Grant applications due |
| Dec. 18, 2018 | Supervisors review and select successful pilot applicants |
| Feb. 28, 2019 | Applicants must have secured all funding commitments |
| Dec.31, 2019 | Certificates of occupancy issued |



Timeline of County Funding Commitment

County financing commitments are made through December 31, 2019. All other sources of funds must be committed within that time frame. A six-month extension can be requested from the Board of Supervisors under extraordinary circumstances and are due at least 30 days prior to the December 31, 2019 expiration date. If the extension period elapses without the commitment of full project financing, the County funding commitment will be revoked.

Application Deadline

Notice of Intent letters are due October 19, 2018. Applications are due December 5, 2018. Applications cannot be submitted on a speculative basis. The property must be identified and already under the Grantee or a partner's control, and there must be a detailed plan of improvements, including cost estimates. In addition, the application must be approved by the Board of Supervisors prior to work being undertaken. Initial pilot projects will be selected by December 31, 2018.

Maximum Grant Amount

During the Pilot Program, total disbursement by the County shall be \$xxx,xxx. The County reserves the right to fund one or several applications as funding allows. An applicant may only submit and receive funding for one application each fiscal year, but more than one eligible property/project may be included in that application.

Grants are available for up to \$6,750 per dwelling unit.

No more than 50% of the total amount appropriated for the program may be allocated to projects in a single municipality or, in the case of an unincorporated area, a single township.

Disbursement of Funds

Funds will be disbursed to Grantee only for eligible costs actually incurred upon submittal of all documentation as identified by Story County. A complete copy of bills from expenses relating to the project must be presented to Story County before the grant money will be reimbursed. The amount of the grant may be adjusted if the actual cost is lower than the estimated cost.



Story County Board of Supervisors AIMP Presentation

DAPL Agricultural Impact Mitigation Plan

Violations

There are four major areas of agronomic concerns:

- Mixing of topsoil (A horizon) with parent material (C horizon)
- Soil compaction and drainage
- Negative change in available nutrients and soil microbial life for plant growth
- Failure to remediate those issues which can be remediated

Soil sampling results in Boone County

- Johnson (IA-B0-028.000 & IA-B0-033.000)
- Soil sampling showed a major change in microbial life of the soil in the disturbed area of the pipeline ROW.

| Location | Total Microbial Life | Total Bacteria | Total Fungi |
|---------------|----------------------|----------------|---------------|
| ROW IA-B0-028 | 35% reduction | 76% reduction | 20% reduction |
| ROW IA-B0-033 | 12% reduction | 22% reduction | 51% reduction |

Percent Reduction in Microbial Life in Pipeline ROW on tract IA-B0-028 & IA-B0-033
Data from soil samples taken 11-26-2017 analyzed at Ward laboratories, Inc. Kearney, Nebraska

Soil sampling results in Webster County

- Puntteney (IA-WE-078.000)
- Soil sampling showed a major change in microbial life of the soil in the disturbed area of the pipeline ROW.

| Location | Total Microbial Life | Total Bacteria | Total Fungi |
|--------------|----------------------|----------------|---------------|
| Pipeline ROW | 23% reduction | 21% reduction | 22% reduction |

Percent Reduction in Microbial Life in Pipeline ROW on tract IA-WE-078
Data from soil samples taken 1.1-26-2017 analyzed at Ward laboratories, Inc. Kearney, Nebraska

Johnson IA-B0-028.000 Soil Sample results Boone County

| Minerals | %Reduction | %Increase |
|------------|------------|-----------|
| Calcium | | 9** |
| Magnesium | | 14** |
| Sodium | 16* | |
| Phosphorus | | 2 |
| Potassium | 25* | |
| Zinc | | 14 |
| Manganese | 37* | |
| Iron | | 26 |
| Copper | | 12 |
| Boron | | 11 |

* Fixable in 3-5 years: ** Possibly Fixable in 5 to ?? years

Johnson IA-B0-033.000 Soil Sample results Boone County

| Minerals | %Reduction | %Increase |
|------------|------------|-----------|
| Calcium | | 17** |
| Magnesium | | 6** |
| Sodium | | 5** |
| Phosphorus | 24* | |
| Potassium | 32* | |
| Zinc | 25* | |
| Manganese | 67* | |
| Iron | 42* | |
| Copper | 2* | |
| Boron | | 19 |

* Fixable in 3-5 years:

** Possibly Fixable in 5 to ?? years

Puntenney IA-WE-078.000 Soil Sample results Webster County

| Minerals | %Reduction | %Increase |
|------------|------------|-----------|
| Calcium | | 42** |
| Magnesium | | 57** |
| Sodium | | 16 |
| Phosphorus | 64* | |
| Potassium | 20* | |
| Zinc | 33* | 14 |
| Manganese | 48* | |
| Iron | 60* | |
| Copper | | 28 |
| Boron | | 50 |

* Fixable in 3-5 years: ** Possibly Fixable in 5 to ?? years

Soil Mineral analysis

- Soil mineral analysis on two tracts in Boone county and one tract in Webster county showed significant decreases in available phosphorus, potassium, zinc and manganese which is indicative of mixing parent material with topsoil. (Fixable 3-5 years)
- Mineral analysis on these three tracts also indicated a major increase in calcium and magnesium again indicative of mixing parent material with topsoil. (Possibly fixable in 5-?? Years)
- These mineral changes cause substantially lower crop yields as they change the ph and available micronutrients for proper row crop plant growth.

Drainage/Erosion Issues

- Repeated traffic with heavy equipment on wet, high clay content soils (parent material) has created severe and deep soil compaction issues.
- Severe and deep compaction, lack of adequate topsoil replacement and improper restoration of topography has caused major sheet and rill erosion.
- DAPL did not mound/crown the trench per the AIMP. As Soil settles a depressional area will develop on top of the pipeline trench causing the need for additional remediation.

Crop Loss

- Crop loss is due to not enough topsoil being put on top of the subsoil: due to changes in soil structure: due to microbiology changes: all of which will take several years to re-establish.
- Parent material (yellow clay) was mixed into the topsoil and will cause crop loss and other issues for decades.

Working When Ground is Too Wet

- Compaction was caused by working in extremely wet conditions, which was prohibited under the AIMP
- Compaction layer will be an issue for decades, as it is well below what any subsoil ripper can remediate. (Compaction exceeding 300psi will prevent root development and stunt plant growth)

Crop Soils Remediation

- Available nutrient levels for crop production
 - *Evaluation* of the top eight inches of soil for organic matter, pH, mineral content including micronutrients
- Change in soil microbial life
 - *Inoculation* with various strains of microbial life may be needed
- Soil compaction
 - *Alleviate* soil compaction to levels less than 300psi to provide for adequate root penetration
- Water movement through the soil
 - *Resolve* all problems in the soils which are preventing the movement of water through the soil profile



Puntenney Farms
Feeding the World

Keith Puntenney

Owner

ksmpunt@hotmail.com

Supporting Renewable Energy Solutions As A Way Of Life

1404 Aldrich Ave: Boone IA 50036

515-432-6915

2426 Fairfield Bend Dr: San Antonio, TX
78231

515-230-1001

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JOHN M. MURRAY

Ag Advisory LTD.

Michael McNeill PhD.
515-295-5513

222 E. Call St.
Algona, IA. 50511

michaelagadv@netamumail.com

SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR
PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of **April 12, 2016** ("Effective Date") between

Story County ("Owner")

and

ISG Field Services, LLC ("Engineer")

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:

County Inspection for Dakota Access Pipeline Project ("Project").

Engineer's Services under this Agreement are generally identified as follows:

- A. The Engineer will provide inspection services on behalf of the Owner, pursuant to Chapter 479B of the Iowa Code, for various construction activities, including, but not limited to:
 - a. Clearing and Grading
 - b. Road Bores
 - c. Topsoil Removal and Stockpiling
 - d. Trenching
 - e. Tile Marking and Temporary Repair
 - f. Permanent Tile Repair
 - g. Backfilling
 - h. Clean-up
 - i. Restoration of Aboveground Improvement
- B. The Engineer will inspect that the contractors are following private land agreements made between land owners and Dakota Access, and reporting on any discrepancies.
- C. The Engineer will inspect based on the approved Agricultural Restoration Plan approved by the Iowa Utility Board.
- D. The Engineer will provide the Owner with inspection reports at the end of the project, or as requested.

Owner and Engineer further agree as follows:

1.01 *Basic Agreement and Period of Service*

- A. Engineer shall provide, or cause to be provided, the services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above. Owner, acting as a pass through agent for funds between the Engineer and Dakota Access Pipeline, LLC, shall pay Engineer for its services as set forth in Paragraphs 7.01 and 7.02.
- B. Engineer shall provide services from the initial land disturbance until the final restoration (70% plant re-growth in areas impacted) of the lands impacted throughout the State of Iowa: *commence April 11, 2016 and complete TBD.*

2.01 *Payment Procedures*

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly (minimum) basis. Invoices shall be approved by the Owner and transmitted to Dakota Access Pipeline, LLC at the next scheduled Board of Supervisors meeting. Payment to Engineer shall be made after the next scheduled Board of Supervisors meeting following collection from Dakota Access Pipeline, LLC. The Engineer does not require payment from the Owner prior to collection of invoiced funds from Dakota Access Pipeline, LLC. If Owner fails to make any payment due to Engineer for services and expenses within 30 days after receipt of Dakota Access Pipeline, LLC payment, then the Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Engineer has been paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:
 - 1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) Upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or
 - 2) Upon seven days written notice if the Engineer's services for the Project are delayed for more than 90 days for reasons beyond Engineer's control.

Engineer shall have no liability to Owner on account of a termination by Engineer under Paragraph 3.01.A.1.b.

- c. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
 - B. The terminating party under Paragraph 3.01.A may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
 - C. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all reimbursable expenses incurred through the effective date of termination.
- 4.01 *Successors, Assigns, and Beneficiaries*
- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
 - B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, moneys that are due or may become due) in this Agreement without the written consent of the other, except to the extent that any assignment, subletting, or transfer is mandated or restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
 - C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any contractor, subcontractor, supplier, other individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for

the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with Engineer's services. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- B. Engineer shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a contractor to comply with laws and regulations applicable to such contractor's furnishing and performing of its work.
- C. This Agreement is to be governed by the law of the state or jurisdiction in which the Project is located.
- D. Engineer neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform its work in accordance with the contract between Dakota Access Pipeline, LLC and such contractor.
- E. Engineer shall not be responsible for the acts or omissions of any contractor, subcontractor, or supplier, or of any of their agents or employees or of any other persons (except Engineer's own employees) at the Project site or otherwise furnishing or performing any construction work; or for any decision made regarding the construction contract requirements, or any application, interpretation, or clarification of the construction contract other than those made by Engineer.
- F. The general conditions for any construction contract documents prepared hereunder are to be the "Standard General Conditions of the Construction Contract" as prepared by the Engineers Joint Contract Documents Committee (EJCDC C-700, 2007 Edition) unless the parties agree otherwise.
- G. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment for all services relating to preparation of the documents and subject to the following limitations: (1) Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on

extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$50,000 or the total amount of compensation received by Engineer, whichever is greater.

I. The parties acknowledge that Engineer's scope of services does not include any services related to a Hazardous Environmental Condition (the presence of asbestos, PCBs, petroleum, hazardous substances or waste as defined by the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq., or radioactive materials). If Engineer or any other party encounters a Hazardous Environmental Condition, Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until Owner: (1) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (2) warrants that the Site is in full compliance with applicable Laws and Regulations.

J. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.

6.01 *Total Agreement*

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

7.01 *Basis of Payment—Time and Materials*

A. Using the procedures set forth in Paragraph 2.01, Owner shall pay Engineer as follows:

1. Time and Materials billed on the approved rates included as Appendix 1.

- B. The Engineer will invoice the Owner based on a prorated percentage of the overall project. To date, the Engineer is providing inspection services for 14 counties along the pipeline corridor, totaling 279.21 miles. **Story County** has **14.37** miles of pipeline proposed in their county, which equals **5.15%** of the total project length. Every month (minimum), the Engineer will provide the Owner with an invoice totaling **5.15%** of the total costs incurred during the billing cycle, regardless of work performed in the Owner's County. If the Engineer increases the total length of pipeline to inspect, the percentage rates will be revised and an addendum will be issued to the Owner.
- C. The Engineer will invoice the owner a prorated percentage of the reimbursable expenses incurred for the overall project. Percentages will follow the same procedures as described above in sub-section 7.01B.

Attachments: Appendix 1, Engineer's Standard Hourly Rates

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Story County

Engineer: ISG Field Services, LLC

Name (Print): Paul Toot

Name (Print): Derek Johnson

Title: Board of Supervisors - Chairperson

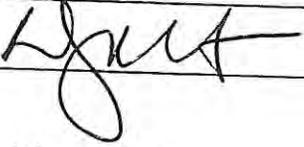
Title: Civil Engineer

Signature: 

Signature: _____

Date Signed: 4/21/10

Date Signed: _____

Attest: 

Address for giving notices:

Address for giving notices:

508 East Locust Street

900 Sixth Street

Des Moines, IA 50309

Nevada, IA 50201

Appendix 1 - Rate Table

| Classification | | Hourly Rate |
|--|----------------------------|--|
| Professional Engineer, Senior | | \$145.00 |
| Professional Engineer, Project Manager | | \$127.00 |
| Professional Engineer | | \$106.00 |
| Support II | | \$80.00 |
| Support I | | \$70.00 |
| Classification | *Day Rate (days worked) | Per Diem Only (days not worked) |
| Chief Inspector 3 | \$861.00 | \$197.00 |
| Chief Environmental | \$815.49 | \$197.00 |
| Chief Inspector 1 | \$753.99 | \$197.00 |
| Chief Inspector 2 | \$707.25 | \$197.00 |
| Reimbursables | | Billable Rate |
| Cell Phone | | \$10.00/day |
| Computer/Tablet | | \$10.00/day |
| Camera | | \$10.00/day |
| ATV/UTV | | \$44.00/day (when used) |
| Postage, Shipping, Office Supplies, Etc. | | Billed as needed |
| Mileage | | IRS allowable rate (currently .54/mile) |

*Per diem included in day rate

AIMP Violation Index

| Exhibit # | AIMP Page Number | Paragraph Title/Description | Issue resolved | Temporary : Resolved in <5 years | Permanent: Resolved in >10-15 years |
|-----------|------------------|---|----------------|----------------------------------|-------------------------------------|
| A | 1 | Section 1) Introduction @ paragraph 3 @ paragraph 4 @ paragraph 7 | NO NO NO | Yes | |
| B | 3 | Section 4) Point of Contact @ paragraph 5 | NO | N/A | |
| C | 7 | Section 6.1) Clearing brush and trees along the easement @ paragraph 1 Section 6.2) Topsoil Separation and Replacement: @paragraph 1 @Paragraph 2 @paragraph 3 @paragraph 5 | NO | | Yes |
| D | 7 | Section 6.3) Prevention of Erosion @paragraph 1 | NO | Yes | |
| E | 7 | Section 6.4) Aboveground Facilities @paragraph 1 | NO | Yes | |
| F | 8 | Section 6.5) Pumping Water From Open Trenches @paragraph 1 @paragraph 2 @ Section b Pump intake @ Section d Filtering mechanism | NO | Yes | |
| G | 9 | Section 6.6) Temporary and Permanent Repair of Drain Tiles @ Section b Pipeline Clearance from drain tile @ Section e Permanent Repairs @ Section f Inspection @ Section g Backfilling @ Section h Subsurface drainage | NO | Yes | |
| H | 11 | Section 6.7) Removal of rocks and debris from the right-of- way All | N/A | | |
| I | 11 | Section 6.8) Restoration After Soil Compaction And Rutting All | NO | | Yes |
| | | | | | |
| Exhibit # | AIMP Page Number | Paragraph Title/Description | Issue resolved | Temporary : Resolved in <5 years | Permanent: Resolved in >10-15 years |

AIMP Violation Index

| | | | | | |
|---|----|--|-----|--|-----|
| | | erosion control structures All | | | |
| K | 12 | Section 6.10) Revegetation of untilled land All | N/A | | |
| L | 12 | Section 6.11) Future drain tile and soil conservation structure installation All | N/A | | |
| M | 13 | Section 6.12) Restoration of land slope and contour All | N/A | | |
| N | 13 | Section 6.13) Siting and restoration of areas used for field entrances and temporary roads All | N/A | | |
| O | 13 | Section 6.14) Construction In Wet Conditions All | NO | | Yes |
| P | 13 | Section 6.15) Weed Control All | N/A | | |

April 14, 2016
IOWA UTILITIES BOARD
HLP-2014-0001

AGRICULTURAL IMPACT MITIGATION

PLAN

Dakota Access, LLC (DAPL)

Adopted and Approved by the Iowa Utilities Board

State of Iowa

March 2016

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A Typical Drawings

Acronyms and Abbreviations

DAPL Dakota Access, LLC (Project Sponsor)

EI/AI Environmental Inspector/Agricultural Inspector

1. INTRODUCTION

Dakota Access, LLC (“DAPL”) is planning a new 30-inch pipeline to transport crude oil from the Bakken Shale region of North Dakota to Illinois. The eastern terminus of the pipeline will connect with an existing pipeline that will transport the crude oil to the Gulf Coast for processing.

The Iowa section of the pipeline comprises a 344-mile corridor that will run from northwest Iowa to southeast Iowa. The proposed pipeline will enter Iowa near Inwood in Lyon County and diagonally traverse the state, exiting at the crossing of the Mississippi River near Fort Madison in Lee County, Iowa.

Dakota Access will place the pipeline underground in Iowa with no less than 48 inches of cover to the top of the pipe in all agricultural lands except (a) where less cover is requested by the landowner and Dakota Access determines the request is prudent and otherwise lawful or (b) where there is a subsurface obstruction that would prevent Dakota Access from utilizing the 48-inch depth, in which case the depth will be in accordance with applicable federal and state rules.

The purpose of this document is to present the proposed measures for minimizing impacts to and restoring agricultural lands during and after pipeline construction, in accordance with Chapter 9 “Restoration of Agricultural Lands During and After Pipeline Construction” of the Iowa Administrative Code, Section 199: Utilities Division.

This plan has been adopted and approved by the Iowa Utilities Board following hearing, which included notice and a period for comment. Prior to construction, DAPL will provide copies of the plan to all landowners of property that will be disturbed by the construction, and to the county board of supervisors and the county engineer of each affected county.

The county board of supervisors shall cause an on-site inspection for compliance with these standards and in accordance with Chapter 9 of the Iowa Administrative Code, Section 199. A licensed professional engineer familiar with these standards, Chapter 9, and registered under Iowa Chapter 542B shall be responsible for inspection. Each county board of supervisors may contract for the services of a licensed professional engineer for the purposes of inspection. The reasonable costs of the inspection shall be paid by DAPL, and such reasonable costs shall be reimbursed within thirty (30) days following invoicing. Within four (4) weeks following receipt of this plan, each County shall provide the name, address, email address, and cell phone number of the engineer that is to perform the on-site inspection (who shall hereafter be referred to as the “county inspector”).

DAPL shall fully cooperate with county inspectors in the performance of their duties, including providing the notice required by law and under this plan. If DAPL or its contractor does not comply with this plan, Chapter 9, Iowa Code § 479B.20, or an independent agreement with a landowner, the county board of supervisors may petition the Iowa Utilities Board for an order requiring correction action to be taken, imposing civil penalties, or both. The county will be responsible for investigation and prosecution of the case before the Iowa Utilities Board.

2. PLAN LIMITATIONS

Mitigation measures identified in this plan apply only to agricultural land and do not apply to urban land, road and railroad right-of-way, interstate natural gas pipelines, mined and disturbed land not used for agriculture. The identified mitigation measures will be implemented as long as they do not conflict with federal, state, and local permits, approvals and regulations.

Notwithstanding the above provisions, the AIMP also contains provisions that apply to all affected landowners, not just to those owning affected agricultural land. Those provisions that have been explicitly ordered by the Iowa Utilities Board to apply to all affected landowners and those provisions that can sensibly be applied to all affected landowners, including but not limited to the landowner notice provisions contained herein, shall apply to all properties affected by the construction, operation, or maintenance of the pipeline.

3. SEQUENCE OF CONSTRUCTION EVENTS AND SCHEDULE

Pipeline construction is anticipated to commence as soon as practicable following the receipt of required permits and approvals. Pipeline construction will take approximately 9 months to complete.

The sequence of events for pipeline construction will begin with advance notification of landowners and governmental agencies. Following notification, activities will be undertaken in the following sequence:

- Complete final surveys, stake centerline and workspace;
- Access road installation;
- Grubbing and clearing of the construction corridor;
- Installation of stormwater and erosion control measures;
- Placement of pipe and other supplies along the construction corridor;
- Pipeline welding and bending where necessary;
- Excavation of the pipeline trench;
- Temporary repairs to tile lines, if encountered;
- Placement of the pipeline within the trench;
- Permanent repairs to tile lines damaged during construction activities;
- Backfill of the trench and rough grading;
- Hydrostatic testing of the pipeline;
- Final grading and restoration;
- Revegetation and post restoration monitoring; and
- Removal of erosion control measures.

4. POINTS OF CONTACT

DAPL's designated statewide contact for any landowner inquiries or claims is:

Urbandale Project Office

11103 Aurora Avenue
Building 5
Urbandale, IA 50322
Toll free: (844) 708-2635

The above point of contact will remain available at least one year after completion of construction. Any changes after construction will be promptly communicated to Landowners, but the toll free Project number will remain the same.

In addition to any other notice required by law, DAPL shall, at least two weeks prior to commencement of construction on the landowner's property, provide each landowner with written notice (the "Two Week Notice") of the pending construction that includes: (1) the name, address, telephone number, and email address of the DAPL geographic area representative; (2) the name, address, telephone number, and email address for the county inspector designated by the county; and (3) a request that the landowner provide DAPL and the county inspector with any drain tile diagrams for the landowner's parcel(s) prior to construction.

Dakota Access shall also provide a notice to each landowner 48 hours prior to the start of construction on that landowner's property.

Any change in this information shall promptly be communicated to all landowners. Proof of sending the Two Week Notice shall be delivered to the county inspector and shall be a condition to proceeding with construction. Landowners may designate their own point of contact by providing DAPL with the name, address, telephone number, and email address (if applicable) of their designee.

In addition to the landowner representative, a team of experienced Environmental and/or Agricultural Inspectors (EIs/AIs), will be involved in project construction, the initial restoration, and the postconstruction monitoring and follow-up restoration.

5. DEFINITIONS

The following terms used in this Plan have the following definitions. Where applicable, the definition of each defined term is the same as that provided in 199 Iowa Admin. Code § 9.1(3).

| | |
|-------------------|---|
| Agricultural Land | Land that is presently under cultivation; land that has been previously cultivated and not subsequently developed for non-agricultural purposes; or cleared land capable of being cultivated. |
|-------------------|---|

| | |
|--|---|
| <p>Drainage Structures or Underground Improvements</p> | <p>Any permanent structure used for draining agricultural lands, including tile systems and buried terrace outlets.</p> |
| | |
| <p>Pipeline</p> | <p>Any pipe, pipes, or pipelines used for the transportation or transmission of any solid, liquid, or gaseous substance, except water, in intrastate or interstate commerce.</p> |
| <p>Landowner</p> | <p>Person listed on the tax assessment rolls as responsible for the payment of real estate taxes imposed on the property.</p> |
| <p>Pipeline Construction</p> | <p>A substantial disturbance to agricultural land associated with installation, replacement, removal, operation or maintenance of a pipeline.</p> |
| <p>Proper Notice to the County Inspector</p> | <p>DAPL or its contractor will keep the person responsible for the inspection continually informed of the work schedule and any schedule changes, and will provide at least 24 hours' written notice before trenching, permanent tile repair, or backfilling is undertaken at any specific location. DAPL may request that the county inspector designate a person to receive such notices.</p> |

| | | |
|------------------------------|--|---|
| Soil Conservation Practices | | Any land conservation practice recognized by federal or state soil conservation agencies including, but not limited to, grasslands and grassed waterways, hay land planting, pasture, and tree plantings. |
| Soil Conservation Structures | | Any permanent structure recognized by federal or state soil conservation agencies, including but not limited to toe walls, drop inlets, grade control works, terraces, levees, and farm ponds. |
| Right-of-Way (ROW) | | Includes the permanent and temporary easements that DAPL acquires for the purpose of constructing and operating the Pipeline. |
| Tenant | | Any person lawfully residing on or in possession of the land, which makes up the "Right-of-Way" (ROW) as defined in this Plan. |
| Tile | | Any artificial subsurface drainage system including clay and concrete, tile, vitrified sewer tile, corrugated plastic tubing and stone drains. |

| | |
|----------------|---|
| Till | Till is to loosen the soil in preparation for planting or seeding by plowing, chiseling, discing, or similar means. Agricultural land planted using no-till planting practices is also considered tilled. |
| Topsoil | The upper part of the soil which is the most favorable material for plant growth and which can ordinarily be distinguished from subsoil by its higher organic content and darker color. |
| Surface Drains | Any surface drainage system such as shallow surface field drains, grassed waterways, open ditches, or any other constructed facilities for the conveyance of surface water. |

6. AGRICULTURAL MITIGATION MEASURES

The following describes how DAPL proposes to minimize and repair impacts to agricultural lands, and meet or exceed the requirements of Chapter 9 (subrules 9.4[1] to 9.4[10]). Where mitigation details are specified in Chapter 9, those measures have been copied from the regulation.

6.1. CLEARING BRUSH AND TREES ALONG THE EASEMENT

DAPL’s Right of Way Agent will be responsible for negotiating compensation related to cutting of any brush and timber for construction of the pipeline with the landowner. Options for removal and disposal of brush or timber include: the landowner harvesting any marketable timber/vegetation, the contractor cutting the brush or timber, and/or the brush or timber being chipped, burned, or hauled off for proper disposal. Unless otherwise restricted by federal, state or local regulations and to the extent that the requests are deemed reasonable, DAPL will follow the terms of the Landowner’s easement agreement, if any, regarding the removal of tree stumps and disposal of trees, brush, and stumps of no value to the landowner. In the absence of such terms, methods of disposal will be approved by the DAPL representative and coordinated with the landowner prior to implementation.

6.2. TOPSOIL SEPARATION AND REPLACEMENT

As specified in Chapter 9, paragraph 9.4(1), topsoil and subsoil excavated for pipeline installation will be separated and segregated in separate stockpiles, and returned to the excavation in reverse order to restore the site to pre-construction condition. The actual depth of the topsoil, not to exceed 36 inches, will first be stripped and stockpiled from the pipeline trench. If the actual depth of topsoil exceeds 36 inches and there is adequate room in the permitted workspace, Dakota Access will, upon landowner request, remove the actual depth of topsoil.

Topsoil will also be stripped from the adjacent subsoil storage areas to a maximum depth of 12 inches or the actual depth of topsoil or, if the topsoil depth is greater than 12 inches, the actual topsoil depth if requested by the landowner, provided there is adequate room in the permitted workspace. Topsoil will also be removed and replaced in accordance with Chapter 9 at any location where land slope or contour is significantly altered to facilitate construction. Upon request from the landowner, DAPL will measure topsoil depth at selected locations before and after construction.

The stored topsoil and subsoil will have sufficient separation to prevent mixing during the storage period. Topsoil will not be used to construct field entrances or drives, will not be stored or stockpiled at locations that will be used as a traveled way by construction equipment, or be removed from the property, without the written consent of the landowner. Drainage gaps in the topsoil and subsoil piles will be left to avoid blocking drainage across the right of way.

Topsoil will not be removed where the pipeline is installed by plowing, jacking, boring, or other methods that do not require the opening of a trench.

The topsoil will be replaced so the upper portion of the pipeline excavation and the crowned surface, and the cover layer of the area used for subsoil storage, contain only the topsoil originally removed. In most areas ditch-line crowns will be installed to allow for and counter-act ditch settling. In the event the landowner will not allow a ditch-line crown, DAPL may have to regrade the right of way in subsequent growing season. In this situation, DAPL may regrade the construction right of way and till down to 12 inches to manipulate the soil such that the original contours and elevation are restored. The depth of the replaced topsoil will conform as nearly as possible to the depth removed. Where excavations are made for road, stream, drainage ditch, or other crossings, the original depth of topsoil will be replaced as nearly as possible.

6.3. PREVENTION OF EROSION

DAPL will follow best management practices and industry standards for erosion and sedimentation control during construction and post-construction. DAPL will develop a Storm Water Pollution Prevention Plan (SWPPP) that will detail the project specific stormwater and soil erosion prevention measures. All applicable federal and state regulations and conditions associated with surface water quality criteria will require the DAPL full compliance.

6.4. ABOVEGROUND FACILITIES

The location for any minor aboveground structures, such as markers, will be selected in coordination with respective landowners. If use of agricultural land use is appropriate and/or

necessary, aboveground structures will be located in a manner to minimize interference with agricultural operations. Compensation for aboveground structures will be negotiated as part of landowner compensation. This plan does not affect major aboveground structures, such as valves.

6.5. PUMPING WATER FROM OPEN TRENCHES

If trench and/or pit dewatering is necessary due to accumulation of precipitation and/or groundwater in open trenches, the Contractor will pump the water in a manner that will avoid damaging adjacent agricultural land, crops, and/or pasture. Erosion and sedimentation control measures will be implemented and may include the use of dewatering structures, splash plates, sediment bags, haybales, and/or silt fence. The removal and disposal of trench water will comply with applicable drainage laws and local ordinances relating to such activities as well as provisions of the federal Clean Water Act.

Landowner approval is required in advance of placement of dewatering structures outside of the approved construction ROW. Prior to initiating dewatering activities, the AI or EI will check the water discharge situation to ensure that the best management practices are applied in such a way to avoid erosion and sedimentation offsite.

At each location where dewatering is to be conducted, the contractor must consider the following conditions in planning the dewatering event.

- a. **Water Discharge Setting** – The contractor shall assess each water discharge situation to include:
 - (1) **Soil Type** - The soil type the discharged water would flow over. The management of discharged water traveling over sandy soil is more likely to soak into the ground as compared to clay soils.
 - (2) **Ground Surface** - The topography in the area that would influence the surface flow of the discharged water.
 - (3) **Adjustable Discharge rate** - The flow rate of the discharged water (which may need to vary) can be managed based on the site conditions to minimize instances of water from reaching a sensitive resource area such as a wetland or waterbody. (Example - Water discharged at 500 gallons per minute may soak into the ground while if discharged at a higher flow rate would cause water to flow via overland runoff into a sensitive resource area)
 - (4) **Discharge Outfall** - The amount of hose and number/size of pumps needed to attempt to discharge water at a location, which drains away from waterbodies or wetlands.
- b. **Pump Intake** - Use floating suction hose or other similar measures to prevent sediment from being sucked from bottom of trench.

c. Overwhelming Existing Drainage - If the discharge does enter a stream, the flow added to the stream cannot exceed 50 percent of the peak storm event flow (to prevent adding high water volumes to a small stream channel that causes erosion due to imposing high flow conditions on the stream).

d. Filtering Mechanism

(1) All dewatering discharges will be directed through a filtering device as indicated below.

i) **Well-Vegetated Upland Area** – Water can be directed to a well-vegetated upland area through a geotextile filter bag. Geotextile bags need to be sized appropriately for the discharge flow and suspended sediment particle size.

Straw Bale Dewatering Structure – Where the dewatering discharge point cannot be located in an upland area due to site conditions and/or distance, the discharge should be directed into a straw bale dewatering structure. The size of the straw bale dewatering structure is dependent on the maximum water discharge rate. A straw bale dewatering structure should be used in conjunction with a geotextile filter bag to provide additional filtration near sensitive resource areas.

ii) Alternative dewatering methods (e.g., use of water cannons) may be approved by DAPL on a site-specific basis.

6.6. TEMPORARY AND PERMANENT REPAIR OF DRAIN TILES

The following methods for repair of drain tiles are either as specified in Chapter 9, paragraph 9.4(2) or are additional DAPL specified methods of drain tile impact mitigations that are beyond or in addition to those in Chapter 9 and which are available to landowners:

a. Movement of Drain Tiles before Construction: If landowner chooses, DAPL will reimburse Landowner to install and reconnect as they require, parallel tile drains along the proposed right-of-way in advance of pipeline construction to maintain the drainage of their field tile drain system. After construction, Landowner may connect the parallel tile drains as required.

b. Pipeline Clearance from Drain Tile: Where underground drain tile is encountered within in the project profile, the pipeline will be installed in such a manner that the permanent tile repair can be installed with at least 24 inches of clearance from the pipeline or as agreed upon with landowner.

c. Temporary Repair: The following standards will be used to determine if temporary repair of agricultural drainage tile lines encountered during pipeline construction is required.

- (1) Any underground drain tile damaged, cut, or removed and found to be flowing or which subsequently begins to flow will be temporarily repaired as soon as practicable, and the repair will be maintained as necessary to allow for its proper function during construction of the pipeline. The temporary repairs will be maintained in good condition until permanent repairs are made.
 - (2) If tile lines are dry and water is not flowing, temporary repairs are not required if the permanent repair is made within ten days of the time the damage occurred.
 - (3) Temporary repair is not required if the angle between the trench and the tile lines places the tile end points too far apart for temporary repair to be practical.
 - (4) If temporary repair of the line is not made, the upstream exposed tile line will not be obstructed but will nonetheless be screened or otherwise protected to prevent the entry of foreign materials and small animals into the tile line system, and the downstream tile line entrance will be capped or filtered to prevent entry of mud or foreign material into the line if the water level rises in the trench.
- d. **Marking:** Any underground drain tile damaged, cut, or removed will be marked by placing a highly visible flag in the trench spoil bank directly over or opposite such tile. This marker will not be removed until the tile has been permanently repaired and the repairs have been approved and accepted by the county inspector. If proper notice is given (24 hours), construction will not be delayed due to an inspector's failure to be present on the site.
- e. **Permanent Repairs:** Tile disturbed or damaged by pipeline construction will be repaired to its original or better condition. Permanent repairs will be completed as soon as is practical after the pipeline is installed in the trench and prior to backfilling of the trench over the tile line. Permanent repair and replacement of damaged drain tile will be performed in accordance with the following requirements:
- (1) All damaged, broken, or cracked tile will be removed.
 - (2) Only unobstructed tile will be used for replacement.
 - (3) The tile furnished for replacement purposes will be of a quality, size and flow capacity at least equal to that of the tile being replaced.
 - (4) Tile will be replaced so that its original gradient and alignment are restored, except where relocation or rerouting is required for angled crossings. Tile lines at a sharp angle to the trench will be repaired in the manner shown on Drawing No. IUB PL-1 in Appendix B.
 - (5) The replaced tile will be firmly supported to prevent loss of gradient or alignment due to soil settlement. The method used will be comparable to that shown on Drawing No. IUB PL-1 in Appendix B.

- (6) Before completing permanent tile repairs, all tile lines will be examined visually, by probing, or by other appropriate means on both sides of the trench within any work area to check for tile that might have been damaged by construction equipment. If tile lines are found to be damaged, they must be repaired to operate as well after construction as before construction began.
- f. **Inspection:** Prior to backfilling of the applicable trench area, each permanent tile repair will be inspected for compliance by the county inspector. If proper notice is given (24 hours), construction will not be delayed due to an inspector's failure to be present on the site.
- g. **Backfilling:** The backfill surrounding the permanently repaired drain tile will be completed at the time of the repair and in a manner that ensures that any further backfilling will not damage or misalign the repaired section of the tile line. The backfill will be inspected for compliance by the county inspector. If proper notice is given (24 hours), construction will not be delayed due to an inspector's failure to be present on the site.
- h. **Subsurface Drainage:** Subsequent to pipeline construction and permanent repair, if it becomes apparent the tile line in the area disturbed by construction is not functioning correctly or that the land adjacent to the pipeline is not draining properly, which can reasonably be attributed to the pipeline construction DAPL will make further repairs or install additional tile as necessary to restore subsurface drainage.

6.7. REMOVAL OF ROCKS AND DEBRIS FROM THE RIGHT-OF-WAY

In accordance with Chapter 9 paragraph 9.4(3), excess rocks will be removed from the right-of-way. On completion, the topsoil in the easement area will be free of all rocks larger than three inches in average diameter that are not native to the topsoil prior to excavation, and similar to adjacent soil not disturbed by construction. The top 24 inches of the trench backfill will not contain rocks in any greater concentration or size than exist in the adjacent natural soils. Consolidated rock removed by blasting or mechanical means shall not be placed in the backfill above the natural bedrock profile or above the frost line. In addition, DAPL will examine areas adjacent to the easement and along access roads and will remove any large rocks or debris that may have rolled or blown from the right-of-way or fallen from vehicles.

Rock that cannot remain in or be used as backfill will be disposed of at locations and in a manner mutually satisfactory to the company's environmental inspector and the landowner. All debris attributable to the pipeline construction and related activities will be removed and disposed of properly; such debris includes spilled oil, grease, fuel, or other petroleum or chemical products. Such products and any contaminated soil will be removed for proper disposal or treated by appropriate in situ remediation.

6.8. RESTORATION AFTER SOIL COMPACTION AND RUTTING

In accordance with Chapter 9 paragraph 9.4(4), agricultural land compacted by heavy project equipment, including off right-of-way access roads, will be deep tilled to alleviate soil compaction upon completion of construction on the property. In areas where topsoil was

removed, tillage will precede replacement of topsoil. At least three passes with the deep tillage equipment shall be made (per chapter 9.4(4)a). Tillage shall be at least 18 inches deep in land used for crop production and 12 inches deep on other lands, (except where shallow tile systems are encountered), and shall be performed under soil moisture conditions which permits effective working of the soil. If agreed in advance, this tillage may be performed by the landowners or tenants using their own equipment.

Rutted land will be graded and tilled until restored as near as practical to its preconstruction condition. On lands where topsoil was removed, rutting will be remedied before topsoil is replaced.

6.9. RESTORATION OF TERRACES, WATERWAYS AND OTHER EROSION CONTROL STRUCTURES

In accordance with Chapter 9 paragraph 9.4(5), existing soil conservation practices and structures damaged by pipeline construction, such as surface drains, embankments and terraces, grass waterways will be restored to pre-construction elevation, grade and condition. Any drain lines or flow diversion devices impacted by pipeline construction will be repaired or modified as needed. Soil used to repair embankments intended to retain water shall be well compacted. Disturbed vegetation will be reestablished, including a cover crop when appropriate. Restoration of terraces will be in accordance with Drawing No. IUB PL-2 in Chapter 9 (Appendix B). Such restoration will be inspected for compliance by the county inspector.

6.10. REVEGETATION OF UNTILLED LAND

In accordance with Chapter 9 paragraph 9.4(6), agricultural land not in row crop or small grain production at the time of construction, including hay fields and land in conservation or set-aside programs, will be reseeded, including use of a cover crop when appropriate, following completion of deep tillage and replacement of the topsoil. The seed mix used will restore the original or a comparable ground cover unless otherwise requested by the landowner.

Land that is normally used for crops that will not be planted due to pipeline construction will be seeded with an appropriate cover crop following replacement of the topsoil and completion of deep tillage, unless otherwise agreed to with the landowner. Cover crop seeding may be delayed if construction is completed too late in the year for a cover crop to establish and in such instances is not required if the landowner or tenant proposes to till the land the following year. The landowner may request ground cover where the construction is completed too late in the year for a cover crop to become established to prevent soil erosion.

6.11. FUTURE DRAIN TILE AND SOIL CONSERVATION STRUCTURE INSTALLATION

In accordance with Chapter 9 paragraph 9.4(7), at locations where the proposed installation of future drain tile or soil conservation practices and structures are made known to DAPL in writing prior to securing the easement on the property and have been defined by a qualified technician, the pipeline will be installed at a depth that will permit proper clearance between the pipeline and the proposed tile installation, or allow for proper installation of the proposed conservation

practice(s). DAPL will consult with the landowner concerning the landowner's plans for future installation of drain tile or soil conservation practices.

6.12. RESTORATION OF LAND SLOPE AND CONTOUR

In accordance with Chapter 9 paragraph 9.4(8), the slope, contour, grade, and drainage pattern of the disturbed area will be restored as nearly as possible to its preconstruction condition. However, the trench may be crowned to allow for anticipated settlement of the backfill. DAPL will remediate areas of excessive or insufficient settlement in the trench area where it visibly affects land contour or alters surface drainage. Disturbed areas where erosion causes excessive rills or channels or areas of heavy sediment deposition, will be regraded as needed. On steep slopes, methods such as sediment barriers, slope breakers, or mulching will be used as necessary to control erosion until vegetation can be reestablished.

6.13. SITING AND RESTORATION OF AREAS USED FOR FIELD ENTRANCES AND TEMPORARY ROADS

The location of temporary roads to be used for construction purposes will be negotiated with the landowner and, where applicable, the Tenant. The temporary roads will be designed to not impede proper drainage and will be built to minimize soil erosion on or near the temporary roads.

In accordance with Chapter 9 paragraph 9.4(9), post construction and restoration temporary field entrances or access roads will be removed and the land made suitable for its previous use. Areas affected will be regraded and deep tilled as required by Chapter 9. If by agreement or at landowner request, and approved by local public road authorities, a field entrance or road is left in place, it will be left in a graded and serviceable condition.

6.14. CONSTRUCTION IN WET CONDITIONS

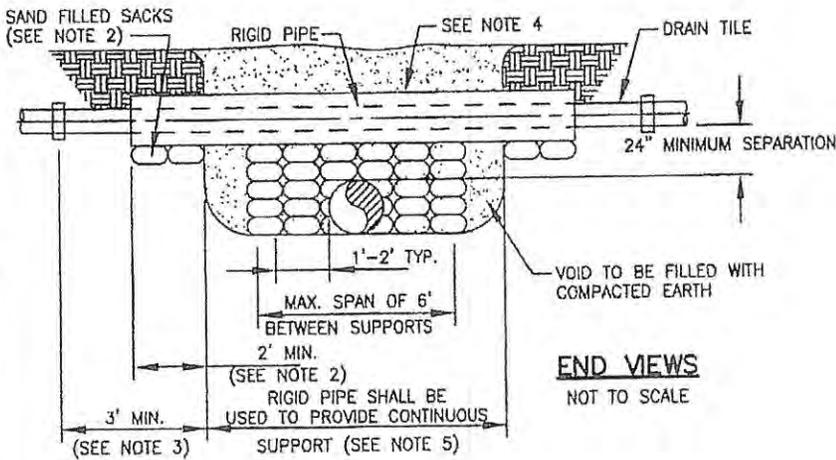
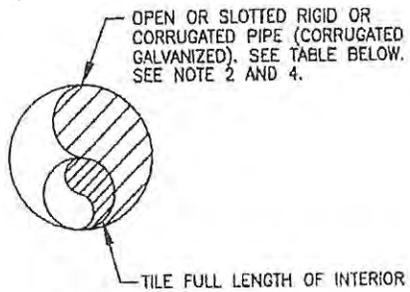
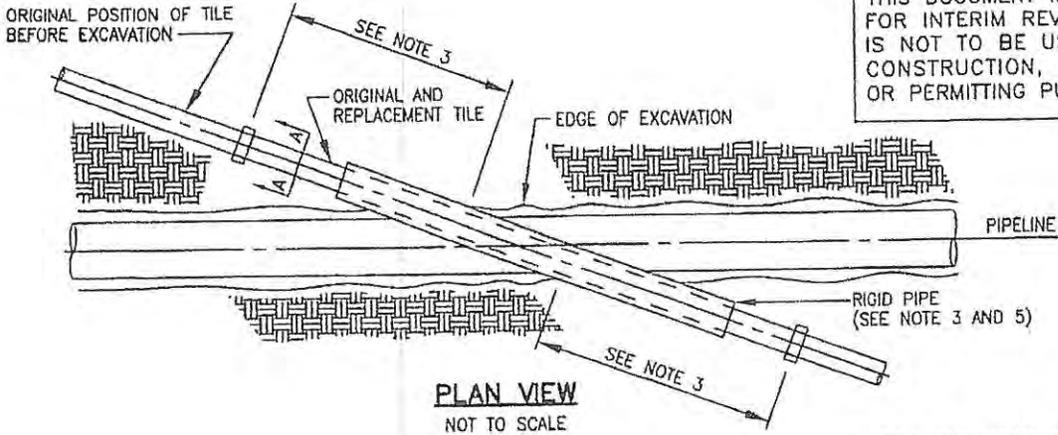
In accordance with Chapter 9 paragraph 9.4(10), construction in wet soil conditions will not commence or continue at times when or locations where the passage of heavy construction equipment may cause rutting to the extent that the topsoil and subsoil are mixed, or underground drainage structures may be damaged. To facilitate construction in soft soils, DAPL may elect to remove and stockpile the topsoil from the traveled way, install mats or padding, or use other methods acceptable to minimize rutting or offsite erosion/sedimentation.

6.15 WEED CONTROL

A Weed Management Plan is not necessary for this project. However, if any county inspector identifies an area where additional weed control measures may be appropriate, DAPL shall take reasonable steps to implement those measures.

Appendix A
Standard Drawings

THIS DOCUMENT IS ISSUED FOR INTERIM REVIEW AND IS NOT TO BE USED FOR CONSTRUCTION, BIDDING, OR PERMITTING PURPOSES.



| MINIMUM SUPPORT TABLE | |
|-----------------------|--------------|
| TILE SIZE | PIPE SIZE |
| 3" | 4" STD. WT. |
| 4"-5" | 6" STD. WT. |
| 8"-9" | 10" STD. WT. |
| 10" | 12" STD. WT. |

| CHANNEL SCHEDULE | |
|------------------|--------------|
| TILE SIZE | CHANNEL SIZE |
| 3" | 4" AT 5.4# |
| 4"-5" | 5" AT 6.7# |
| 8"-9" | 7" AT 9.8# |
| 10" & LARGER | 10" AT 15.3# |

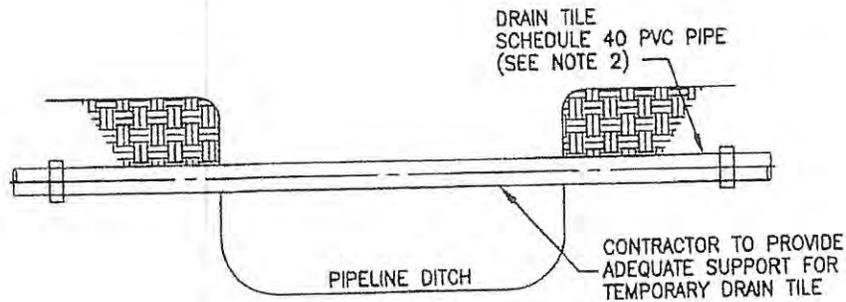
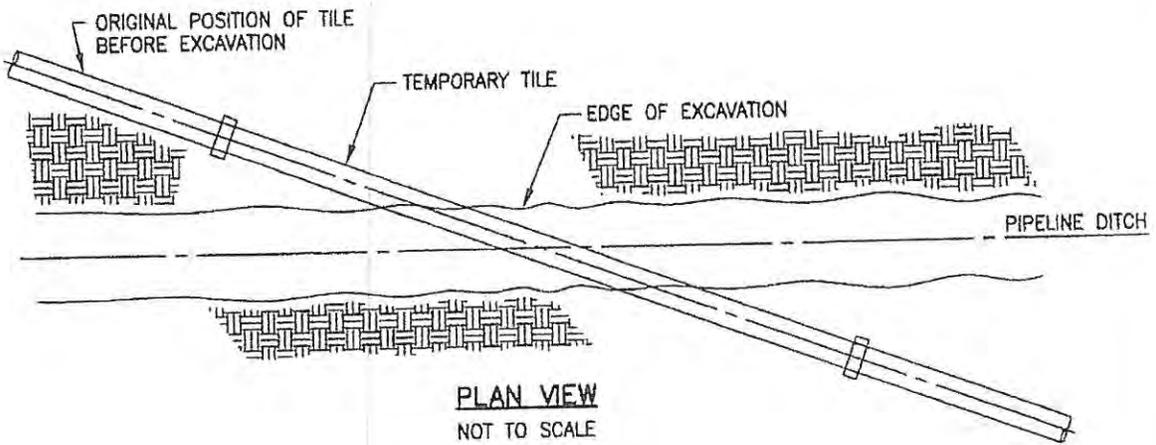
SHEET 1 OF 2

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| A | 9/3/14 | DAH | ISSUED FOR REVIEW | | |
| REV. | DATE | BY | DESCRIPTION | CHK. | |
| PROJECT NO. | | | 10395700 | | |

DAPL/ETCOP

TYPICAL CONSTRUCTION (IOWA) PERMANENT DRAIN TILE REPAIR

| | | | |
|-----------------|----------------|----------|------|
| DRAWN BY: DAH | DATE: 09/03/14 | DWG. NO. | REV. |
| CHECKED BY: DAH | DATE: 09/03/14 | P12-52 | A |
| SCALE: N.T.S. | APP.: | | |



SHEET 1 OF 2

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| | | | | DAPL/ETCOP | | | | |
| | | | | TYPICAL CONSTRUCTION (IOWA) TEMPORARY DRAIN TILE REPAIR | | | | |
| REV. | DATE | BY | DESCRIPTION | CHK. | DRAWN BY: DAH | DATE: 09/03/14 | DWG. NO. | REV. |
| A | 9/3/14 | DAH | ISSUED FOR REVIEW | | CHECKED BY: DAH | DATE: 09/03/14 | P12-53 | A |
| PROJECT NO. 10395700 | | | | | SCALE: N.T.S. | APP.: | | |

NOTES:

1. TEMPORARY TILE REPAIR AND REPLACEMENT SHALL MAINTAIN ORIGINAL ALIGNMENT GRADIENT AND WATER FLOW TO THE GREATEST EXTENT POSSIBLE.
2. TEMPORARY DRAIN TILE TO BE SIZED TO MAINTAIN ADEQUATE FLOW AND CONNECTED TO EXISTING DRAIN TILES.
3. ANY UNDERGROUND DRAIN TILE DAMAGED, CUT, OR REMOVED AND FOUND TO BE FLOWING OR WHICH SUBSEQUENTLY BEGINS TO FLOW SHALL BE TEMPORARILY REPAIRED AS SOON AS PRACTICABLE, AND THE REPAIR SHALL BE MAINTAINED AS NECESSARY TO ALLOW FOR PROPER FUNCTION DURING CONSTRUCTION OF THE PIPELINE. THE TEMPORARY REPAIRS SHALL BE MAINTAINED IN GOOD CONDITION UNTIL PERMANENT REPAIRS ARE MADE.
4. IF TILE LINES ARE DRY AND WATER IS NOT FLOWING, TEMPORARY REPAIRS ARE NOT REQUIRED IF THE PERMANENT REPAIR IS MADE WITHIN TEN DAYS OF THE TIME THE DAMAGE OCCURRED.
5. TEMPORARY REPAIR IS NOT REQUIRED IF THE ANGLE BETWEEN THE TRENCH AND THE TILE LINES PLACES THE TILE END POINTS TOO FAR APART FOR TEMPORARY REPAIR TO BE PRACTICAL.
6. IF TEMPORARY REPAIR OF THE LINE IS NOT MADE, THE UPSTREAM EXPOSED TILE LINE SHALL NOT BE OBSTRUCTED BUT SHALL NONETHELESS BE SCREENED OR OTHERWISE PROTECTED TO PREVENT THE ENTRY OF THE FOREIGN MATERIALS AND SMALL ANIMALS INTO THE TILE LINE SYSTEM, AND THE DOWNSTREAM TILE LINE ENTRANCE SHALL BE CAPPED OR FILTERED TO PREVENT ENTRY OF MUD OR FOREIGN MATERIAL INTO THE LINE IF THE WATER LEVEL RISES IN THE TRENCH.
7. MARKING. ANY UNDERGROUND DRAIN TILE DAMAGED, CUT, OR REMOVAL SHALL BE MARKED BY PLACING A HIGHLY VISIBLE FLAG IN THE TRENCH SPOIL BANK DIRECTLY OVER OR OPPOSITE SUCH TILE. THIS MARKER SHALL NOT BE REMOVED UNTIL THE TILE HAS BEEN PERMANENTLY REPAIRED AND THE REPAIRS HAVE BEEN APPROVED AND ACCEPTED BY THE COUNTY INSPECTOR. IF PROPER NOTICE IS GIVEN, CONSTRUCTION SHALL NOT BE DELAYED DUE TO AN INSPECTOR'S FAILURE TO BE PRESENT ON THE SITE.

SHEET 2 OF 2

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| | | | | DAPL/ETCOP | | | | |
| | | | | TYPICAL CONSTRUCTION (IOWA) TEMPORARY DRAIN TILE REPAIR | | | | |
| REV. | DATE | BY | DESCRIPTION | CHK. | DRAWN BY: DAH | DATE: 09/03/14 | DWG. NO. | REV. |
| A | 9/3/14 | DAH | ISSUED FOR REVIEW | | CHECKED BY: DAH | DATE: 09/03/14 | P12-53 | A |
| PROJECT NO. 10395700 | | | | | SCALE: N.T.S. | APP.: | | |

Appendix B

Iowa Administrative Code, Section 199 Utilities Division, Chapter 9

CHAPTER 9
RESTORATION OF AGRICULTURAL LANDS
DURING AND AFTER PIPELINE CONSTRUCTION

199—9.1(479,479B) General information.

9.1(1) Authority. The standards contained herein are prescribed by the Iowa utilities board pursuant to the authority granted to the board in Iowa Code sections 479.29 and 479B.20, relating to land restoration standards for pipelines. The requirements of this chapter do not apply to land located within city boundaries, unless the land is used for agricultural purposes, or to interstate natural gas pipelines.

9.1(2) Purpose. The purpose of this chapter is to establish standards for the restoration of agricultural lands during and after pipeline construction. Agricultural lands disturbed by pipeline construction shall be restored in compliance with these rules. The rules in this chapter shall constitute the minimum land restoration standards for any pipeline construction for which a project-specific plan is not required. When a project-specific land restoration plan is required, following notice and comment, the board may impose additional or more stringent standards as necessary to address issues specific to the nature and location of the particular pipeline project.

9.1(3) Definitions. The following words and terms, when used in these rules, shall have the meanings indicated below:

a. "Agricultural land" shall mean:

(1) Land which is presently under cultivation, or

(2) Land which has previously been cultivated and not subsequently developed for nonagricultural purposes, or

(3) Cleared land capable of being cultivated.

b. "Drainage structures" or "underground improvements" means any permanent structure used for draining agricultural lands, including tile systems and buried terrace outlets.

c. "Landowner" means a person listed on the tax assessment rolls as responsible for the payment of real estate taxes imposed on the property.

d. "Pipeline" means any pipe, pipes, or pipelines used for the transportation or transmission of any solid, liquid, or gaseous substance, except water, in intrastate or interstate commerce.

e. "Pipeline company" means any person, firm, copartnership, association, corporation, or syndicate engaged in or organized for the purpose of owning, operating, or controlling pipelines.

f. "Pipeline construction" means a substantial disturbance to agricultural land associated with installation, replacement, removal, operation or maintenance of a pipeline, but shall not include work performed during an emergency. Emergency means a condition where there is clear and immediate danger to life or health, or essential services, or a potentially significant loss of property. When the emergency condition ends, pipeline construction will be in accordance with these rules.

g. "Proper notice" to the county inspector means that the pipeline company or its contractor shall keep the person responsible for the inspection continually informed of the work schedule and any schedule changes, and shall provide at least 24 hours' written notice before trenching, permanent tile repair, or backfilling is undertaken at any specific location. The pipeline company may request that the county inspector designate a person to receive such notices.

h. "Soil conservation practices" means any land conservation practice recognized by federal or state soil conservation agencies including, but not limited to, grasslands and grassed waterways, hay land planting, pasture, and tree plantings.

i. "Soil conservation structures" means any permanent structure recognized by federal or state soil conservation agencies including but not limited to toe walls, drop inlets, grade control works, terraces, levees, and farm ponds.

j. "Till" means to loosen the soil in preparation for planting or seeding by plowing, chiseling, discing, or similar means. For the purposes of this chapter, agricultural land planted using no-till planting practices is also considered tilled.

k. "Topsoil" means the upper part of the soil which is the most favorable material for plant growth and which can ordinarily be distinguished from subsoil by its higher organic content and darker color.

199—9.2(479,479B) Filing of land restoration plans. For intrastate natural gas and all hazardous liquid pipeline projects, land restoration plans shall be prepared and filed with the appropriate petition pursuant to Iowa Code section 479.29(9) or 479B.20(9) and this chapter for pipeline construction projects which require a pipeline permit from the Iowa utilities board, or for amendments to permits that propose pipeline construction or relocation.

9.2(1) Content of plan. A land restoration plan shall include but not be limited to the following:

- a. A brief description of the purpose and nature of the pipeline construction project.
- b. A description of the sequence of events that will occur during pipeline construction.
- c. A description of how compliance with subrules 9.4(1) to 9.4(10) will be accomplished.
- d. The point of contact for landowner inquiries or claims as provided for in rule 9.5(479,479B).

9.2(2) Plan variations. The board may by waiver accept variations from this chapter in such plans if the pipeline company is able to satisfy the standards set forth in 199 IAC 1.3(17A,474,476) and if the alternative methods would restore the land to a condition as good as or better than provided for in this chapter.

9.2(3) Mitigation plans and agreements. Preparation of a separate land restoration plan may be waived by the board if an agricultural impact mitigation or similar agreement is reached by the pipeline company and the appropriate agencies of the state of Iowa and the requirements of this chapter are substantively satisfied therein. If a mitigation plan or agreement is used to fully or partially meet the requirements of a land restoration plan, the statement or agreement shall be filed with the board and shall be considered to be, or to be part of, the land restoration plan for purposes of this chapter.

199—9.3(479,479B) Procedure for review of plan.

9.3(1) An intrastate natural gas pipeline company, or a hazardous liquid pipeline company, that is subject to Iowa Code section 479.5 or 479B.4 shall file its proposed plan with the board at the time it files its petition for permit pursuant to 199 IAC 10.2(479) or 13.2(479B), or a petition for amendment to permit which proposes pipeline construction or relocation pursuant to 199 IAC 10.9(2) or 13.9(479B). Review of the land restoration plan will be coincident with the board's review of the application for permit, and objections to the proposed plan may be filed as part of the permit proceeding.

9.3(2) After the board has accepted the plan, but prior to construction, the pipeline company shall provide copies of the plan to all landowners of property that will be disturbed by the construction, and to the county board of supervisors and the county engineer of each affected county.

199—9.4(479,479B) Restoration of agricultural lands.

9.4(1) Topsoil separation and replacement.

a. Removal. Topsoil removal and replacement in accordance with this rule is required for any open excavation associated with the construction of a pipeline unless otherwise provided in these rules. The actual depth of the topsoil, not to exceed 36 inches, will first be stripped from the area to be excavated above the pipeline and, to a maximum of 12 inches, from the adjacent subsoil storage area. Topsoil shall also be removed and replaced in accordance with these rules at any location where land slope or contour is significantly altered to facilitate construction. A pipeline company shall, upon a landowner's request, measure topsoil depth at selected locations before and after construction.

b. Soil storage. The topsoil and subsoil shall be segregated, stockpiled, and preserved separately during subsequent construction operations. The stored topsoil and subsoil shall have sufficient separation to prevent mixing during the storage period. Topsoil shall not be used to construct field entrances or drives, or be otherwise removed from the property, without the written consent of the landowner. Topsoil shall not be stored or stockpiled at locations that will be used as a traveled way by construction equipment without the written consent of the landowner.

c. Topsoil removal not required. Topsoil removal is not required where the pipeline is installed by plowing, jacking, boring, or other methods which do not require the opening of a trench. If provided for in a written agreement with the landowner, topsoil removal is not required if the pipeline can be installed in a trench with a top width of 18 inches or less.

b. *Delayed crop production.* Agricultural land used for row crop or small grain production which will not be planted in that calendar year due to the pipeline construction shall be seeded with an appropriate cover crop following replacement of the topsoil and completion of deep tillage. However, cover crop seeding may be delayed if construction is completed too late in the year for a cover crop to become established and in such instances is not required if the landowner or tenant proposes to till the land the following year. The landowner may request ground cover where the construction is completed too late in the year for a cover crop to become established to prevent soil erosion.

9.4(7) Future installation of drain tile or soil conservation structures.

a. *Future drain tile.* At locations where the proposed installation of underground drain tile is made known in writing to the company prior to the securing of an easement on the property and has been defined by a qualified technician, the pipeline shall be installed at a depth which will permit proper clearance between the pipeline and the proposed tile installation. The pipeline company shall consult with the landowner concerning the landowner's plans for future drain tile installation.

b. *Future practices and structures.* At locations where the proposed installation of soil conservation practices and structures is made known in writing to the company prior to the securing of an easement on the property and has been defined by a qualified technician, the pipeline shall be installed at a depth which will allow for future installation of such soil conservation practices and structures and retain the integrity of the pipeline. The pipeline company shall consult with the landowner concerning the landowner's plans for future installation of soil conservation practices and structures.

9.4(8) Restoration of land slope and contour. Upon completion of construction, the slope, contour, grade, and drainage pattern of the disturbed area shall be restored as nearly as possible to its preconstruction condition. However, the trench may be crowned to allow for anticipated settlement of the backfill. Excessive or insufficient settlement of the trench area, which visibly affects land contour or undesirably alters surface drainage, shall be remediated by means such as regrading and, if necessary, import of appropriate fill material. Disturbed areas in which erosion causes formation of rills or channels, or areas of heavy sediment deposition, shall be regraded as needed. On steep slopes, methods such as sediment barriers, slope breakers, or mulching shall be used as necessary to control erosion until vegetation can be reestablished.

9.4(9) Restoration of areas used for field entrances and temporary roads. Upon completion of construction and land restoration, field entrances or temporary roads built as part of the construction project shall be removed and the land made suitable for return to its previous use. Areas affected shall be regraded as required by subrule 9.4(8) and deep tilled as required by subrule 9.4(4). If by agreement or at landowner request, and subject to any necessary approval by local public road authorities, a field entrance or road is to be left in place, it shall be left in a graded and serviceable condition.

9.4(10) Construction in wet conditions. Construction in wet soil conditions shall not commence or continue at times when or locations where the passage of heavy construction equipment may cause rutting to the extent that the topsoil and subsoil are mixed, or underground drainage structures may be damaged. To facilitate construction in soft soils, the pipeline company may elect to remove and stockpile the topsoil from the traveled way, install mats or padding, or use other methods acceptable to the county inspector. Topsoil removal, storage, and replacement shall comply with subrule 9.4(1).

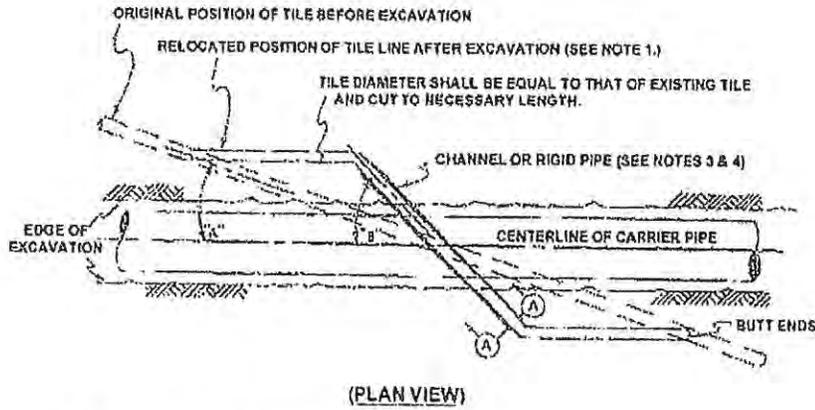
199—9.5(479,479B) Designation of a pipeline company point of contact for landowner inquiries or claims. For each pipeline construction project subject to this chapter, the pipeline company shall designate a point of contact for landowner inquiries or claims. The designation shall include the name of an individual to contact and a toll-free telephone number and address through which that person can be reached. This information shall be provided to all landowners of property that will be disturbed by the pipeline project prior to commencement of construction. Any change in the point of contact shall be promptly communicated in writing to landowners. A designated point of contact shall remain available for all landowners for at least one year following completion of construction and for landowners with unresolved damage claims until such time as those claims are settled.

199—9.6(479,479B) Separate agreements. This chapter does not preclude the application of provisions for protecting or restoring property that are different from those contained in this chapter, or in a land restoration plan, which are contained in easements or other agreements independently executed by the pipeline company and the landowner. The alternative provision shall not be inconsistent with state law or these rules. The agreement shall be in writing and a copy provided to the county inspector. The pipeline company may request that the county designate a specific person to receive the agreements.

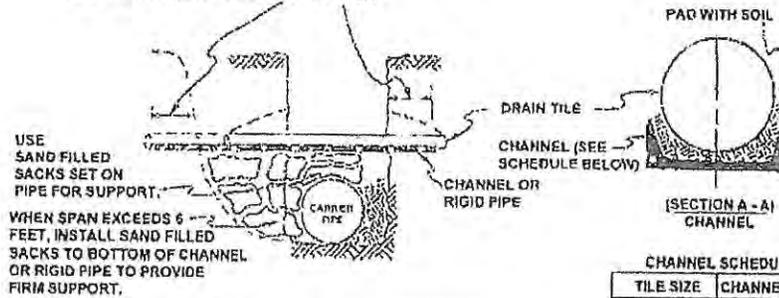
199—9.7(479,479B) Enforcement. A pipeline company shall fully cooperate with county inspectors in the performance of their duties under Iowa Code sections 479.29 and 479B.20, including giving proper notice of trenching, permanent tile repair, or backfilling. If the pipeline company or its contractor does not comply with the requirements of Iowa Code section 479.29 or 479B.20, with the land restoration plan, or with an independent agreement on land restoration or line location, the county board of supervisors may petition the utilities board for an order requiring corrective action to be taken or seeking imposition of civil penalties, or both. Upon receipt of a petition from the county board of supervisors, the board will schedule a hearing and such other procedures as appropriate. The county will be responsible for investigation and for prosecution of the case before the board.

Drawing No. IUB PL-1

RESTORATION OF DRAIN TILE



20' MINIMUM LENGTH OF CHANNEL OR RIGID PIPE SUPPORT ON SOLID SOIL, EACH SIDE OF EXCAVATION.



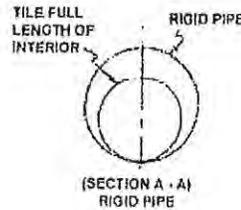
(METHOD OF SUPPORT -- ELEVATION)

CHANNEL SCHEDULE

| TILE SIZE | CHANNEL SIZE |
|--------------|--------------|
| 3" | 4" AT 5.4# |
| 4" - 5" | 5" AT 8.7# |
| 6" - 9" | 7" AT 9.8# |
| 10" & LARGER | 10" AT 15.3# |

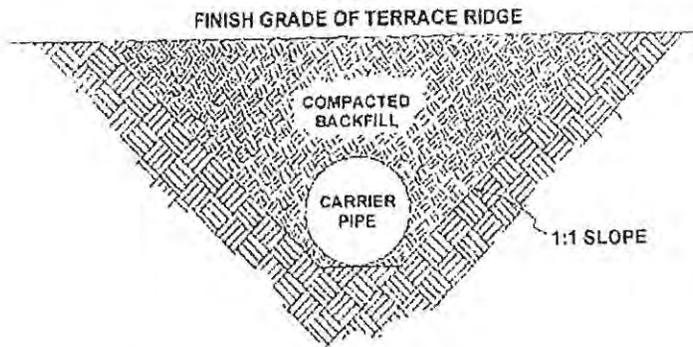
NOTES:

1. TILE SHALL BE RELOCATED AS SHOWN WHEN ANGLE "A" BETWEEN PIPELINE AND ORIGINAL TILE IS LESS THAN 20' UNLESS OTHERWISE AGREED TO BY LANDOWNER AND COMPANY.
2. ANGLE "B" SHALL BE 45° FOR USUAL WIDTHS OF TRENCH. FOR EXTRA WIDTHS, IT MAY BE GREATER.
3. DIAMETER OF RIGID PIPE SHALL BE OF ADEQUATE SIZE TO ALLOW FOR THE INSTALLATION OF THE TILE FOR THE FULL LENGTH OF THE RIGID PIPE.
4. OTHER METHODS OF SUPPORTING DRAIN TILE MAY BE USED IF THE ALTERNATE PROPOSED IS EQUIVALENT IN STRENGTH TO THE CHANNEL SECTIONS SHOWN AND IF APPROVED BY THE LANDOWNER.



Drawing No. IUB PL-2

RESTORATION OF TERRACE



NOTE:

COMPACTION OF BACKFILL TO BE EQUAL TO THAT OF THE UNDISTURBED ADJACENT SOIL.

IUB PL-2

These rules are intended to implement Iowa Code sections 479.29 and 479B.20.
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